

AMENDMENT
OF
DECLARATION OF CONDOMINIUM

OF

SANDPIPER OCEAN CONDOMINIUM
731 South 1st Street
JACKSONVILLE BEACH, FLORIDA

Made this 19th day of December, 1977 by SANDPIPER INN, INC., the Developer and owner of 100% of the Units In Sandpiper Ocean Condominium, for itself, its successors, grantees and assigns.

WHEREIN, Sandpiper Inn, Inc. makes the following Amendment to that certain Declaration of Condominium of Sandpiper Ocean Condominium, recorded in Official Records Volume 4404, pages 6 through 79, of the current public records of Duval County, Florida, to amend Section 3.2 to read as follows:

3.2 Plans. Improvements on the land are to be constructed substantially in accordance with the graphic description and Site Plan locating the improvements to be constructed on the land and identifying each Unit, the Common Elements, and their relative locations and approximate dimensions, all attached hereto as Amended Exhibit B. Amended Exhibit B includes:

(a) Site Plan (Amended B-1);

(b) Group Floor Plan-East Wing (Amended B-2);

(c) Floor Plan for Units 201, 202, 307, 309, 413, 415, and 519 (Amended B-3); Units 201, 307, 413 and 519 have a floor plan typical of the two bedroom floor plan in Amended B-3; Units 202, 309, and 415 have a floor plan typical of the one bedroom floor plan in Amended B-3.

(d) Floor Plan for Units 203, 308, 414, 417, 520, 522, 524, 521, 204, 205, 206, 310, 311, 312, 416, 418, and 523 (Amended B-4); Units 203, 308, 414, 417, 520, 522 and 524 have a floor plan typical of the floor plan of that Unit identified by the "A" of Amended B-4; Unit 521 has a door plan typical of the floor plan of that Unit identified by the "B" of Amended B-4; and Units 204, 205, 206, 310, 311, 312, 416, 418, and 523 have a floor plan typical of the floor plan of that Unit identified by the "STD" on Amended B-4.

(e) Elevations (Amended B-5).

The Declaration of Condominium of Sandpiper Ocean Condominium is further amended to attach hereto Amended Exhibit

DECLARATION OF CONDOMINIUM
OF
SANDPIPER OCEAN CONDOMINIUM
731 South 1st Street
JACKSONVILLE BEACH, FLORIDA

Made this 27th day of April, 1977, by SANDPIPER INN, INC., a Florida corporation, herein called Developer, for itself, its successors, grantees and assigns.

WHEREIN, the Developer makes the following declarations :

1. PURPOSE. The purpose of this Declaration, is to submit the lands described in this Declaration and improvements on those lands, existing or subsequently constructed, to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes, hereinafter called the "Condominium Act."

1.1. Name and address. The name, by which, this condominium is to be identified is SANDPIPER OCEAN CONDOMINIUM, and its address is 731 South 1st Street, Jacksonville Beach, Florida. It is hereinafter called "the condominium."

1.2. The land. The lands owned by Developer, which, by this instrument are submitted to the condominium form of ownership, are the following described lands lying in Duval County, Florida:

South one-half (S. 1/2) of Lot Three (3) and all of Lot Four (4), Block Seventy-one (71), PABLO BEACH SOUTH, according to the plat thereof recorded in Plat Book 3, Page 28, current public records of Duval County, Florida, and that property extending easterly from the easterly lot lines thereof as shown by said plat to the eastern extremity of the concrete bulkhead or seawall heretofore constructed by the City of Jacksonville Beach, Florida, along the shore of the Atlantic Ocean, as may be embraced between the prolongation of the North boundary line of the aforesaid South 1/2 of Lot Three (3) and the South boundary line of the aforesaid Lot Four (4), if extended easterly to intersect with said seawall; together with all riparian rights to the Atlantic Ocean and all rights to the use and enjoyment of the beach that are owned by Developer or appurtenant to the above described property, provided however, that this Declaration pertains only to rights actually held by Developer and shall not be constructed as a warranty of title to any riparian rights or

beach use and enjoyment rights.

Which lands are hereinafter called "the land."

2. DEFINITIONS. The terms used in this Declaration and its addendum have the meanings as stated in the Condominium Act, which Act as has been amended is incorporated herein by this reference.

2.1 Unit means unit as defined by the Condominium Act. The Units of the condominium are specifically described in Sections 3 and 4 of this Declaration.

2.2 Condominium Parcel means a Unit, together with the undivided interest in the Common Elements and Limited Common Elements appurtenant thereto, with the exclusive right in common with the other Unit Owners to use the Common Elements and an undivided share in the Common Surplus. Any right, title or interest in a Unit shall automatically carry with it as an appurtenance thereto, and without the necessity of specific reference, its respective undivided share of the Common Elements, the Common Surplus, and the right to use the Common Elements in conjunction with the other Unit Owners.

2.3 Owner means the owner of a Condominium Parcel.

2.4 Association means Sandpiper Association, Inc., a Florida corporation not for profit, and its successors.

2.5 Regulations mean regulations respecting the use of the Condominium Property which have been adopted by the Association from time to time in accordance with its Articles of Incorporation and By-Laws.

2.6 Board of Directors means the Board of Directors of the Association.

2.7 Common Elements means all of the Condominium Property except the individual Units and shall include, but not be limited to:

(a) All improvements and parts of the Condominium Property not included within the respective Units.

(b) Easements through the Units for conduits, ducts, plumbing lines and other facilities for furnishing to utility service to the various Units and to the Common Elements.

(c) All structural beams, posts and members within a Unit and an easement of support in every portion of a Unit which contributes to the support of the building;

(d) Any utility areas and installations and all utility services which are available to more than one Unit, or to the Common Elements;

(e) The ^{Ten} ~~twelve~~ ¹⁰ (12) parking lots, numbered 1 through ¹⁰ ~~12~~ on the Site Plan attached hereto as Exhibit B-2, all driveways, sidewalks, entrance ways, hallways, elevators, elevator shafts, and other means of ingress and egress;

(f) All electrical apparatus and wiring, television cables, plumbing pipes and apparatus, telephone wires, and all other ducts, conduits, cables, wires or pipes, within the Common Elements which are outside of the interior surface of the Unit walls;

(g) The swimming pool, pool deck, pool equipment, gardens, landscaping, men's and women's ground floor bathrooms, ground floor equipment rooms, all of which are further described on the Site Plan attached hereto as Exhibit B-1;

(h) All tangible personal property required for the maintenance and operation of the Condominium Property and for the common use and enjoyment of the Owners; and

(i) Such alterations, additions and further improvements to the Common Elements as may be approved in writing by the record Owners of not less than seventy-five percent (75%) of the Common Elements, the cost of which shall be assessed as a Common Expense against all Condominium Parcels. The Owners in the aggregate shall be entitled to equal and full use and enjoyment of all of the Common Elements except as they may be restricted by rules and regulations duly adopted by the Board of Directors, which usage shall always be in recognition of the mutual rights and responsibilities of each of the Owners.

2.8 Common Expenses include:

(a) Expenses of administration, insurance, maintenance, operation repair and replacement of the Common Elements and Limited Common Elements, and of the portions of Units to be maintained by the Association, and costs of carrying out the powers and duties of the Association., including professional fees and expenses;

(b) Expenses declared Common Expenses by provisions of this Declaration or the By-Laws;

(c) Any valid charge against the Condominium Property as a whole; and

(d) Expenditures or amounts of assessments by the association for payment of costs that are the responsibility

of a Unit Owner, including but not limited to costs of repair of damage to a Unit in excess of insurance proceeds, and the cost of insurance upon a Unit, provided, however, that the above expenses shall be Common Expenses only if unpaid by the Unit Owner and subject to the assessment lien referred to in F. S. 718.116 of the Condominium Act. Each Owner shall be responsible for a share of the Common Expenses based upon the percentage of Common Elements appurtenant to his Unit.

2.9 Common Surplus means all amounts held by the Association in excess of estimated current operating expenses and Common Reserve Funds. Each Owner shall be entitled to a share of the Common Surplus based upon the percentage of Common Elements appurtenant to his Unit.

2.10 Limited Common Elements means and includes those Common Elements which are reserved for the exclusive use of a particular Unit. Said Limited Common Elements include:

(a) The twenty-four (24) parking spaces, numbered 13 through 36 on the Site Plan (Exhibit B-1); and

(b) The twenty four (24) storage lockers, numbered 1 through 24 on the ground floor, East Wing Plan (Exhibit B-2).

Each Unit shall be entitled to the exclusive use of one (1) parking space and one (1) storage locker, as assigned by the Board of Directors. The Board of Directors shall assign the Limited Common Elements to particular Units before any Unit is conveyed by the Developer to a Unit Owner. The parking spaces numbered 15, 16, 17 and 18 shall be sold by the Developer to a Unit purchaser. The Unit purchasers buying parking spaces 15, 16, 17 and 18 shall not be entitled to the assignment of any other parking space. Once the parking spaces and storage lockers are assigned, they shall forever more be Limited Common Elements appurtenant to the Unit to which they are assigned.

2.11. Utility Services as used in the Condominium Act and as construed with reference to this condominium, and as used in the Declaration and By-Laws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal.

3. DEVELOPMENT PLAN. The condominium is described and established as follows:

3.1. Survey. A survey of the land is attached as Exhibit A. The improvements shown on the survey are to be removed and the improvements described in Section 3.2 below are to be constructed as explained in Section 3.2 on the land described in the survey.

3 2. Plans. The improvements on the land are to be

constructed substantially in accordance with the graphic description and Site Plan locating the improvements to be constructed on the land and identifying each Unit, the Common Elements, and their relative locations and approximate dimensions, all attached hereto as Exhibit B. Exhibit B includes:

- (a) Site Plan (B-1);
- (b) Ground Floor Plan - East Wing (B-2);
- (c) Floor Plan - East Wing (B-3) - this floor plan is typical of the floor plans for all floors (floors 2, 3, 4 and 5) in the East Wing;
- (d) Floor Plan - South Wing (B-4) - this floor plan is typical of the floor plans for all floors (floors 2, 3, 4 and 5) in the South Wing; and
- (e) Elevations (B-5).

3.3. Proviso. The construction of the condominium, as contemplated in the survey, graphic description and site plan attached hereto as Exhibits A and B, is not yet substantially completed. Upon substantial completion, this Declaration shall be amended to include a certificate of a surveyor authorized to practice in this state that the construction of the improvement is substantially complete so that Exhibits A and B together with the Declaration description is an accurate representation of the location and dimensions of the improvements, and the identification, location and dimensions of the Common Elements and of each Unit can be determined from this Declaration and Exhibits A and B.

3.4. Easements are reserved through the condominium property as may be required for utility services in order to serve the condominium adequately; provided, however, these easements through a Unit shall be only according to the plans and specifications for the Unit building, or as the building is constructed, unless approved in writing by the Unit Owner. The easements shall include, but not be limited to, the chases that run vertically through each Unit as shown upon the floor plans. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs the utility services using the easements.

3.5. Improvements - General Description. The condominium sits on ocean front land in the City of Jacksonville Beach. The land fronts the ocean by 98.25 feet and is 201.9 feet deep. The condominium improvements include twenty-four (24) Units in one unit building. The building has an East wing which faces the ocean and a South wing which is slanted to provide an ocean view. Each wing contains twelve (12) Units. The first floor (ground

floor) is for parking, ingress and egress, storage lockers and other amenities. The floors 2,3,4 and 5 of each wing contain three (3) Units apiece. All Units contain 1 bedroom, 1 bathroom, a living room and balcony; except that Units 201, 307, 413 and 519 contain a second bedroom. Each Unit shall include the exclusive use of one (1) parking space and one (1) storage locker located on the ground floor. The Parking spaces numbered 15, 16, 17 and 18 are completely covered and enclosed. They shall be sold to a Unit Owner. The purchasers of one of the above parking spaces shall not have the right to the exclusive use of any other parking space. The condominium also includes, for the common use, a swimming pool, pool deck, pool equipment, landscaping and gardening, twelve (12) parking spaces, an elevator and appropriate equipment, two equipment storage rooms and two ground floor bathrooms. A substantially complete description of the condominium is attached as Exhibits A and B.

3.6. Unit Boundaries. Each Unit shall include that part of the building containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

(a) Upper and lower boundaries. The upper and lower boundaries of a Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper boundaries - the plane of the undecorated finished ceiling. In a Unit containing a room in which, the ceiling is raised above the level of the ceiling in the rest of the Unit, the ceiling shall include the vertical surface connecting the raised ceiling with the ceiling of the remaining portion of the Unit, and the upper boundary shall include the plane of the undecorated finished vertical surface that joins the planes of the undecorated finished horizontal portions of the ceiling.

(2) Lower boundaries - the plane of the undecorated finished floor. In a Unit containing a room in which the floor is raised above the level of the floor in the rest of the Unit, the floor shall include the vertical surface connecting the raised floor with the floor of the remaining portion of the Unit, and the lower boundary shall include the plane of the undecorated finished vertical surface that joins the planes of the undecorated finished horizontal portion of the floor.

(b) Perimetrical boundary - The perimetrical boundaries of the Unit shall be the vertical planes of the undecorated finished interior of the walls bounding the Unit extended to Intersections with each other and with the upper and lower boundaries with the following exception: when the vertical planes of the undecorated finished interior of bounding walls do not intersect with each other on the undecorated interior surfaces of the bounding walls or within an intervening partition, the

vertical planes of the undecorated finished interior surfaces of bounding walls shall be extended to intersect with the plane of the center line of the intervening partition and that plane shall be one of the perimetrical boundaries of the Unit. Additionally, each Unit includes a balcony off its living room which is part of the Unit.

3.7. Common Elements. All condominium property except that in a Unit or in the Limited Common Elements is the Common Element of the condominium. The Common Elements shall be available for use by all Unit Owners without discrimination. Such use shall be without charge except where authorized by the By-Laws of the Association. All revenue from such charges, if any, shall be treated as proceeds from assessments for Common Expenses and applied to the payment thereof or added to the Common Surplus.

4. THE UNITS. The Units of the condominium are described more particularly and the rights and obligations of their owners established as follows:

4.1. Each Unit is numbered with three digits. The first digit is the floor of the Unit. The second and third digits are the numbers 01 through 24 starting with the Unit in the Northeast corner of the second floor of the East wing, being Unit #201 and proceeding from Unit to Unit so that the next Unit would be Unit #202 and the Unit on the Southwest corner of the second floor of the South wing being Unit #206, then returning to the Unit on the Northeast corner of the third floor of the East wing, being #307 and continuing until the last Unit is #524 - which Unit is the Unit in the Southwest corner of the fifth floor of the South wing.

4.2. Appurtenances to Units. The owner of each Unit shall own a share and certain interests in the condominium property, which share and interests are appurtenant to his Unit, including but not limited to the following items that are appurtenant to the Units:

(a) Common Elements and Common Surplus. Each Unit Owner owns an undivided share in the Common Elements and the Common Surplus which is appurtenant to the ownership of each Unit. Each share of ownership appurtenant to the Unit is 4.166 percent of the Common Elements and Common Surplus of the condominium, except that Unit #521 has a share of ownership appurtenant to it which is 4.182 percent of the Common Elements and Common Surplus of the condominium.

(b) Use of Common Elements. Use of the Common Elements in common with other Unit Owners in the manner elsewhere described.

(c) Association membership. The membership of each Unit

Owner in the Association and the interest of each Unit Owner in the funds and assets held by the Association.

(d) Exclusive use of the Limited Common Elements. Each Unit Owner shall have exclusive use of the Limited Common Elements appurtenant to his Unit.

4.3. Liability for Common Expenses. Each Unit Owner shall be liable for a proportionate share of the Common Expenses, that share being the same as the undivided share in the Common Elements appurtenant to his Unit.

5. MAINTENANCE, ALTERATION AND IMPROVEMENT. Responsibility for the maintenance of the condominium property, and restrictions upon its alteration and improvement, shall be as follows:

5.1. Units.

(a) By the Association. The Association shall maintain, repair and replace at the Association's expense:

(1) All portions of a Unit, except interior surfaces, contributing to the support of the apartment building, which portions shall include but not be limited to load bearing columns and load bearing walls.

(b) By the Unit Owner. The responsibility of the Unit Owner shall be as follows:

(1) To maintain, repair and replace at his expense all portions of his Unit except the portions to be maintained, repaired and replaced by the Association. This shall be done without disturbing the rights of other Unit Owners.

(2) The portions of a Unit to be maintained repaired and replaced by the Unit Owner at his expense shall include but not be limited to the following items: air handling equipment for space cooling and heating; service equipment, such as dishwasher, laundry, refrigerator, oven and stove, whether or not these items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab; and inside paint and other inside wall finishes.

(3) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building. Balconies that are not closed against the weather shall be included in this restriction.

(4) To report promptly to the Association any defect or need for repairs for which the Association is responsible.

(c) Alteration and Improvement. Except as elsewhere provided, neither a Unit Owner nor the Association shall make any alteration in the portions of a Unit that are to be maintained by the Association, or remove any portion of them, or make any additions to them, or do anything that would jeopardize the safety or soundness of the apartment building, or impair any easement, without first obtaining approval in writing of owners of all Units in which the work is to be done and the approval of the Board of Directors of the Association. If the alteration or improvement will change the appearance of any portion of the exterior of the apartment building, the change in appearance shall be approved by the owners of 75 percent of the Common Elements at a meeting of Unit Owners called for that purpose. A copy of plans for all the work prepared by an architect licensed to practice in this state shall be filed with the Association prior to the start of the work.

5.2. Common Elements

(a) By the Association. The maintenance and operation of the Common Elements and the Limited Common Elements shall be the responsibility of the Association and the cost shall be a Common Expense. The Association also shall maintain all areas leased to It for recreational or other purposes whether they are condominium Units or are contiguous to the condominium property or not, and whether the Association retains the lease in its own name or there are subleases of undivided shares to the Unit Owners in the condominium.

(b) Alteration and Improvement. After the completion of the improvements included in the Common Elements contemplated by this Declaration, there shall be no alteration nor further improvement of Common Elements or acquisition of additional Common Elements without prior approval in writing by the record owners of all of the Units; provided however, that any alteration or improvement of the Common Elements or acquisition of additional Common Elements bearing the approval in writing of the record owners of not less than 75 percent of the Common Elements and which does not interfere with the rights of any owners without their consent, may be accomplished if the owners who do not approve are relieved from the initial cost of that alteration improvement or acquisition. The share of any cost not so assessed shall be assessed to the other Unit Owners in the shares that their shares in the Common Elements bear to each other. There shall be no change in the shares and rights of a Unit Owner in the Common Elements nor in his share of Common Expenses, whether or not the Unit Owner contributes to the cost of the alteration, improvement or acquisition.

(c) Submission of land to condominium. Land may be acquired by the Association and added to the land submitted to

condominium. This may be done by an amendment of this Declaration that includes the description of the acquired land, submits that land to condominium under the terms of this Declaration and states that the amendment conveys the land by the Association to the Unit Owners but without naming them. The amendment shall be executed by the Association and adopted by the Unit Owners in the manner elsewhere required for an amendment of the Declaration. Such an amendment, when recorded in the Public Records of Duval County, Florida, shall divest the Association of title to the land and shall vest the title in the Unit Owners without further conveyance in the same undivided shares as the undivided shares in the Common Elements appurtenant to the Units owned by them.

(d) Disposition of land. Any land acquired by the Association that is not submitted to the condominium by amendment of this Declaration may be sold or mortgaged or otherwise disposed of by the Association after approval in writing by the owners of not less than 75 percent of the Common Elements. This approval shall be evidenced by a certificate stating that the approval was duly given, which certificate shall be executed by the officers of the Association with the formalities of a deed and delivered to a purchaser or mortgager of the land.

(e) Disposition of personal property. Any personal property acquired by the Association may be sold or mortgaged or otherwise disposed of by the Association.

6. ASSESSMENTS. The making and collection of assessments against Unit Owners for Common Expenses shall be pursuant to the By-Laws and subject to the following provisions:

6.1. Share of Common Expenses. Each Unit Owner shall be liable for a proportionate share of the Common Expenses and shall share in the Common Surplus, those shares being the same as the undivided share in the Common Elements appurtenant to the Units owned by him. Provided, however, that if services are made available to Unit Owners from a revenue-producing operation, no assessment on account of those services shall be made against a bank, life insurance company or savings and loan association that acquires its title as a result of owning a first mortgage upon a Unit, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings but this shall not preclude such an assessment against an occupant of a Unit owned by such an institution for services voluntarily accepted by the occupant. The shares of any cost or loss not so assessed shall be assessed to the other Unit Owners in the shares that their shares in the Common Elements bear to each other.

6.2. Interest; application of payments. The portions of assessments and installments on assessments that are not paid when due shall bear interest at the rate of ten percent per annum from the date when due until paid. All payments upon account

shall be applied first to interest and then to the assessment payment first due.

6.3. Lien for assessments. The lien for unpaid assessments shall secure reasonable attorneys' fees, including but not limited to fees for appellate court representation, incurred by the Association incident to the collection of an assessment or enforcement of the lien.

6.4. Assessments and Conveyances. In a voluntary conveyance of a Unit, the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the Common Expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the manager or Board of Directors of the Association, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Association and such grantee shall not be liable for, nor shall the Unit conveyed be subject to a lien for any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.

6.5. Rental pending foreclosure. In any foreclosure of a lien for assessments the owner of the unit subject to the lien shall be required to pay a reasonable rental for the apartment, and the Association shall be entitled to the appointment of a receiver to collect the same.

6.6. Equality in Assessments. No Unit Owner may be excused from the payment of his share of the Common Expense unless all other Unit Owners are likewise excused from payment, except in the following instances:

(a) When the mortgagee of the first mortgage of record, or other purchaser, of a Unit obtains title to a condominium parcel as a result of foreclosure, or, as the result of a deed given in lieu of foreclosure, such acquirer of title, his successors and assigns shall not be liable for the share of the Common Expenses or assessments by the Association pertaining to the condominium parcel or chargeable to the former Unit Owner of the parcel which became due prior to the acquisition of title as a result of the foreclosure, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. The unpaid share of Common Expenses or assessments are Common Expenses collectible from all of the Unit Owners including such acquirer, his successors or assigns; or

(b) The Developer is excused from the payment of the share of the Common Expenses and assessments related to Units

offered for sale for a period of time subsequent to the recording of this instrument and ending on the first day of the fourth calendar month following the month in which the closing of the sale of the first Unit occurs; provided, however, that the Developer must pay the portion of the Common Expenses incurred during the above period which exceed the amount assessed against the Unit Owners, exclusive of betterments or capital surplus.

7. ASSOCIATION. The operation of the condominium shall be by Sandpiper Association, Inc., a corporation not for profit under the laws of Florida which shall fulfill its functions pursuant to the following provisions:

7.1. Articles of Incorporation. The provisions of the Articles of Incorporation of the Association, a copy of which is attached as Exhibit C.

7.2. The By-Laws of the Association shall be the by-laws of the condominium, a copy of which is attached as Exhibit D.

7.3. Limitation upon liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained by the Association, or caused by the elements or other owners or persons.

7.4. Renter of Unit Owners and mortgagees.

(a) Owners of Units. The Association shall maintain a roster of names and mailing addresses of Unit Owners. The roster shall be maintained from evidence of ownership furnished to the Association from time to time and from changes of mailing addresses furnished from time to time. Each Unit Owner shall furnish to the Association a certified copy of the record evidence of his title, which evidence shall entitle the Unit Owner to be Included in the roster if his ownership has been approved by the Association in the manner elsewhere required.

(b) Mortgagees. The Association shall maintain a roster that shall contain the name and address of each owner and holder of a mortgage upon a Unit in the condominium of which notice is given to the Association. This notice shall consist of a certified copy of the recorded instrument evidencing the title of the mortgagee, which term when used in this Declaration shall include any owner and holder of a mortgage. The mortgagee shall be stricken from the roster upon receipt by the Association of a request from the mortgagee or of a certified copy of a recorded release or satisfaction of the mortgage. Notice of the removal shall be given to the mortgagee unless the removal is requested

by the mortgagee.

7.5. Restraint upon assignment of shares in assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

7.6. Approval or disapproval of matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote of that owner if in an Association meeting, unless the joinder of record owners to specifically required by this Declaration.

8. INSURANCE. The Insurance other than title Insurance that shall be carried upon the condominium property and the property of the Unit Owners shall be governed by the following provisions:

8.1. Purchase; named insured; custody and payment of policies.

(a) Purchase. All insurance policies upon the condominium property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.

(b) Approval. Each Insurance policy and the agency and company issuing the policy shall be subject to approval by the bank, savings and loan association or insurance company that, according to the roster of mortgagees at the time for approval, is the owner and holder of the oldest unsatisfied mortgage held by such an institution upon a Unit covered by the policy. The approval may be obtained by directing to the mortgagee having the right of approval a request in writing for approval or disapproval within ten (10) days after the receipt of the request, and if a response from the mortgagee is not received within that ten-day period, the request shall be deemed to be approved. An approval shall not be unreasonably withheld or denied.

(c) Named insured. The named insured shall be the Association individually and as agent for the owners of Units covered by the policy without naming them, and shall include mortgagees listed in the roster of mortgagees who hold mortgages upon Units covered by the policy whether or not the mortgagees are named. Unit Owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability and living expense.

(d) Custody of policies and payment of proceeds. All policies shall provide that payments for losses made by the

insurer shall be paid to the insurance trustee designated by the Board of Directors of the Association, and all policies and endorsements on them shall be deposited with the insurance trustee.

(e) Copies to mortgagees. One copy of each insurance policy and/or all endorsements on it shall be furnished by the Association to each mortgagee included in the mortgage roster who holds mortgages upon Units covered by the policy. The copies shall be furnished not less than ten (10) days prior to the beginning of the term of the policy or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, whichever date shall first occur.

8.2. Coverage.

(a) Casualty. All buildings and improvements upon the land shall be insured in such amounts that the insured will not be a coinsurer except under deductible clauses required to obtain coverage at a reasonable cost. The coverage shall exclude foundation and excavation costs, that part of the value of each Unit occasioned by special improvement not common to Units otherwise comparable in construction and finish, and all increase in value of Units occasioned by alterations, betterments and further improvement. All personal property included in the common elements shall be insured. Values of insured property shall be determined annually by the Board of Directors of the Association. Insurance coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to insurance covering flooding, vandalism and malicious mischief. The bailee liability, if any, of the Association to Unit Owners shall be insured.

The policies shall state whether the following items are included within the coverage in order that Unit Owners may insure themselves if the items are not insured by the Association: air handling equipment for space cooling and heating; service equipment, such as dishwasher, laundry, refrigerator, oven, stove, water heater, whether or not those items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab, and inside paint and other inside wall finishes.

When appropriate and possible, the policies shall, waive the insurer's right to

(a) Subrogation against the Association and against the Unit Owners individually and as a group;

(b) The pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and

(c) Avoid liability for a loss that is caused by an act of the Board of Directors of the Association, or by a member of the Board of Directors of the Association or by one or more Unit Owners.

(b) Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverage, and with cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

(c) Workmen's compensation policy to meet the requirements of law.

(d) Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

8.3. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the amount of increase in the premium occasioned by use for other than a residence, or misuse, occupancy or abandonment of a Unit or its appurtenances or of the Common Elements by a Unit Owner shall be assessed against and paid by that owner. Not less than ten (10) days prior to the date when a premium is due, evidence of the payment shall be furnished by the Association to each mortgagee listed in the roster of mortgagees.

8.4. Insurance trustee; shares of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to such bank in Florida with trust powers as may be designated as insurance trustee by the Board of Directors of the Association, which trustee is referred to in this instrument as the Insurance Trustee. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive and hold the insurance proceeds and other funds that are paid to it in trust for the purposes elsewhere stated in this Declaration and for the benefit of the Unit Owners and their mortgagees in the following shares,

but which shares need not be set forth on the records of the Insurance Trustee:

(a) Unit Owners - an undivided share for each Unit Owner, that share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(b) Mortgagees. In the event a mortgagee endorsement of an insurance policy has been issued as to a Unit and this is deposited with the Insurance Trustee, the share of the Unit Owners shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of proceeds made to the Unit Owner and mortgagee.

8.5. Distribution of proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the manner hereafter provided in the section entitled "Reconstruction or Repair after Casualty."

8.6. Association as agent. The Association is irrevocably appointed agent for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the condominium property, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

8.7. Benefit of mortgagee. Certain provisions in this section entitled "Insurance" are for the benefit of mortgagees of condominium parcels. All of these provisions are covenants for the benefit of any mortgagee of a Unit and may be enforced by that mortgagee.

9. RECONSTRUCTION OR REPAIR AFTER CASUALTY; EMINENT DOMAIN.

9.1. Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) Lesser damage. If Units to which 50 percent of the Common Elements are appurtenant are found by the Board of Directors to be tenantable after the casualty, the damaged property shall be reconstructed or repaired.

(b) Major damage. If Units to which more than 50 percent of the Common Elements are appurtenant are found by the

Board of Directors to be not tenantable after the casualty, whether the damaged property will be reconstructed and repaired or the condominium terminated shall be determined in the following manner:

(1) Immediately after the casualty, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

(2) Immediately after the determination of the amount of insurance proceeds the Association shall give to all Owners notice of the casualty, the extent of the damage, the estimated cost to rebuild or repair, the amount of insurance proceeds and the estimated amount of assessments required to pay the excess of the cost of reconstruction or repair over the amount of insurance proceeds. Such notice shall call a meeting of the Unit Owners to be held within 30 days from the mailing of such notice. If the reconstruction and repair is approved at such meeting by the Unit Owners of 67 percent of the votes of the Association, the damaged property will be reconstructed or repaired; but if not so approved, the condominium shall be terminated without agreement as elsewhere provided. Such approval may be expressed by vote or in writing filed with the Association at or prior to the meeting. The expenses of such determination shall be a Common Expense.

(c) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its president and secretary to determine whether or not the damaged property is to be reconstructed or repaired.

9.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements; or if not, then according to the plans and specifications approved by the Board of Directors, institutional lenders holding first mortgages upon the Units affected, and by the Owners of not less than 75 percent of the Common Elements, including Owners of all Units the plans for which are to be altered, which approvals shall not be unreasonably withheld.

9.3 Responsibility. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the condominium property.

9.4 Assessments. If the proceeds of insurance are not sufficient to reconstruct and repair the damaged property, assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Assessments shall be made against all Unit Owners in proportion to their shares in the Common Elements.

9.5 Construction funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against the Owners, shall be disbursed in the following manner:

(a) Association - lesser damage. If the amount of the estimated costs of reconstruction and repair by the Association is less than \$10,000 and does not involve material damage to structural parts of the building, the construction fund shall be disbursed in payment of such costs upon direction of the Board of Directors.

(b) Association - major damage. If the amount of the estimated costs of reconstruction and repair by the Association is more than \$10,000 or involves material damage to the structural parts of the building, the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(c) Owner. The portion of insurance proceeds representing damage for which an Owner has the responsibility of reconstruction and repair shall be paid by the Insurance Trustee to the Owner, or if there is a mortgagee endorsement as to such Unit, then to the Owner and the mortgagee jointly, who may use such proceeds as they decide.

(d) Surplus. It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund and in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner that is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

9.6. Eminent domain. The taking of a portion of a Unit or of the Common Element by eminent domain shall be deemed to be a casualty, and the awards for such taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to the Owners, the Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors, a special assessment shall be made against a defaulting Owner in the amount of his award, or the amount of such award shall be set off against the sum hereafter made payable to such Owner. The proceeds of the awards shall be distributed or used in the manner heretofore

provided for insurance proceeds except that when the condominium is not to be terminated and one or more Units are taken in part, the taking shall have the following effects:

(a) Unit reduced but tenantable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenantable, the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the condominium:

(1) The Unit shall be made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the Owner of that particular Unit.

(2) The balance of the award, if any, shall be distributed to the Owner and to each mortgagee of the Unit included in the mortgagee roster, the remittance being payable jointly to the Owner and mortgagees.

(b) Unit made untenable. If the taking destroys or so reduces the size of a Unit that it cannot be made tenantable, the award for the taking of the Unit shall be paid to the Owner and to each mortgagee of the Unit included in the mortgagee roster, the remittance being payable jointly to the Owner and mortgagees. The remaining portion of the Unit, if any, shall become a part of the Common Elements and shall be placed in condition for use by all of the Owners in the manner approved by the Board of Directors and the cost of work shall be a Common Expense. The shares in the Common Elements appurtenant to the remaining Units of the condominium shall be equitably adjusted to distribute the ownership of the Common Elements among the reduced number of Owners by recomputing the shares of the remaining Owners in the Common Elements as percentages of the total of the shares of such Owners as they exist prior to the adjustment. The changes in Units, in the Common Elements and in the ownership of the Common Elements which are effected by eminent domain shall be evidenced by an amendment of this Declaration which need be approved only by a majority of all directors of the Association. The amendment shall be recorded at the expense of the Association in the public records of Duval County, Florida.

10. USE RESTRICTIONS. The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists and the Unit building in useful condition exists upon the land.

10.1. Units. Each of the Units shall be occupied only by one family, its servants and guests, as a residence and for no other purpose. No Unit may be divided or subdivided into a smaller Unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the Unit

to be effected.

10.2. Common Elements. The Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units by their occupants.

10.3. Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or make any use of the Common Elements that will increase the cost of insurance upon the condominium property above that required when the Unit is used for the approved purposes.

10.4. Lawful use. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

10.5. Regulations. Reasonable regulations concerning the appearance and use of condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of those regulations and amendments shall be furnished by the Association to all Unit Owners and residents of the condominium upon request.

10.6. Enforcement. The violation of any rule or regulation adopted by the Association, or the breach of any restriction contained in this Declaration, shall give the Association, or its designated agent, the right, in addition to any other rights set forth in this Declaration or at law:

(a) To enter the Unit in which, or as to which, such violation or breach exists and to summarily abate and remove at the expense of the Owner at fault, any structure, thing or condition that may exist therein contrary to the intent and meaning, of the provisions hereof, and neither the Association or Board of Directors shall thereby be deemed guilty in any manner of trespass; or

(b) To enjoin, abate or remedy by appropriate legal proceedings the continuance of any such breach.

10.7. Proviso. Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the Units of the condominium, neither the Unit Owners nor the Association nor the use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the Units. Developer may make such use of the unsold Units and common areas without charge as may facilitate the completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the display of signs.

11. COMPLIANCE AND DEFAULT. Each Unit Owner and the Association shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation of the Association and the By-Laws and regulations adopted pursuant to those documents, and all of those documents and regulations as they may be amended from time to time. The Association and Unit Owners shall be entitled to the following relief in addition to the remedies provided by the Condominium Act:

11.1. Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that that expense is not met by the proceeds of insurance carried by the Association.

11.2. Costs and attorneys' fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Condominium Act, this Declaration, the Articles of Incorporation of the Association, the By-Laws, or the Regulations, and those items as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court.

11.3. No waiver of rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Article of Incorporation of the Association, the By-Laws or the Regulations shall not constitute a waiver of the right to do so thereafter.

12. AMENDMENTS. Except as elsewhere provided otherwise, this Declaration of Condominium may be amended by the Unit Owners in the following manner:

12.1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

12.2. Approval. An amendment shall be approved by the owners

of 75 percent of the Common Elements. Owners not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting.

12.3. Proviso. Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class of group of Units, unless the Unit Owners so affected shall consent; and no amendment shall change any Unit nor the share in the Common Elements appurtenant to it, nor increase the owner's share of the Common Expenses, unless the record owner of the Unit concerned and all record owners of mortgages on such Unit shall join in the execution of the amendment. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or repair after casualty" unless the record owners of all mortgages upon the condominium shall Join in the execution of the amendment.

12.4. Execution and recording. An amendment adopted in any manner shall be evidenced by attaching a copy of the amendment to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Duval County, Florida.

13. TERMINATION. The condominium may be terminated in the following ways in addition to the manner provided by the Condominium Act:

13.1. Destruction. If it is determined in the manner elsewhere provided that the apartment building shall not be reconstructed because of major damage, the condominium plan of ownership thereby will be terminated without agreement.

13.2. Agreement. The condominium may be terminated by approval in writing by all record owners of Units and all record owners of mortgages on Units.

13.3. Approval and options to purchase. If the proposed termination is submitted to a meeting of the members of the Association and the notice of the meeting gives notice of the proposed termination, and if approvals by owners of not less than 75 percent of the Common Elements and by the record owners of all mortgages upon the Units are obtained in writing not later than thirty (30) days after the date of that meeting, then the approving Unit Owners shall have an option to buy all of the Units of the other Unit Owners for the period ending on the 60th day after the date of that meeting. Approvals of the termination shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be upon the following terms:

(a) Exercise of option. The option shall be exercised in the following manner:

(1) A party desiring to exercise the option shall execute and deliver to the Association two counterparts of an agreement in a form supplied by the Association agreeing to purchase the Units desired by him upon the terms hereafter stated. An agreement signed by the seller may be conditioned upon the termination of the condominium. If the agreement is not signed by the seller, it shall be an offer to purchase. If more than one offer is made for the purchase of the same Unit, the Unit will be sold under the first offer received by the Association, which offer shall be irrevocable and shall constitute an agreement to purchase conditioned upon the exercise of the option to purchase all of the Units subject to the option and the termination of the condominium.

(2) The option shall be deemed to be exercised if the Association receives within the time stated contracts or offers for the purchase of all of the Units owned by the Unit Owners who do not approve the termination.

(3) The exercise of the option shall be evidenced by the certificate of the Association executed by its president and secretary stating that all of the Units owned by the Unit Owners who do not approve the termination have been purchased and identifying the purchasers and the Units purchased by them. A copy of the certificate shall be Delivered or mailed by certified or registered mail, return receipt requested to each record owner of the Units being purchased, together with an executed counterpart of the agreement or offer to purchase each Unit owned by the person receiving the certificate.

(b) Price. The sale price of a Unit sold under an agreement signed by the seller shall be the price stated in the agreement. The sale price of a Unit sold under an offer to purchase shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of the agreement to the seller. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment of specific performance of the sale upon the decision rendered by the arbitrators may be entered in any Court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(c) Payment. The purchase price shall be paid in cash, or upon terms approved by the seller and the Association.

(d) Closing. The sale shall be closed within ten (10) days following the determination of the sale price, or within sixty (60) days after the exercise of the option, whichever shall last occur.

(e) Termination. The closing of the purchase of all of the Units subject to the option shall effect a termination of the condominium without further act except the filing of the certificate hereafter required.

(f) Failure to purchase. If the option to purchase all of the Units owned by Unit Owners who do not approve the termination of the condominium is not exercised, and if all of the sales under the option are not closed within a reasonable time after the closing date provided above, the proposed termination of the condominium shall fail. The failure shall be evidenced by a certificate of the Association, and thereafter the offers and agreements to purchase under this provision that have not resulted in closed sales shall be void.

13.4. Certificate. The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its president and secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Duval County, Florida.

13.5. Shares of owners after termination. After termination of the condominium, Unit Owners shall own the condominium property and all assets of the Association as tenants in common in undivided shares, and their respective mortgages and liens shall have mortgages and liens upon the respective undivided shares of the Unit Owners. The undivided shares of the Unit Owners shall be the same as the undivided shares of the Common Elements appurtenant to the owners' Units prior to the termination.

13.6. Amendment. This section concerning termination cannot be amended without consent of all Unit Owners and of all record owners of mortgages upon the Units.

14. SEVERABILITY. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium, the Articles of Incorporation of the Association, the By-Laws and Regulations of the Association, shall not affect the validity of the remaining portions.

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

By William Stan Smith, jr.
President

Signed, sealed and delivered
In the presence of:

Kenneth J Cook

Richard G. Hathaway

STATE OF FLORIDA
COUNTY OF DUVAL

PERSONALLY APPEARED before me, William Stan Smith, Jr.
as President of Sandpiper Inn, Inc., and he
acknowledged to and before me that he executed the foregoing
Declaration of Condominium as such officer of said corporation
and that he affixed the official seal of the corporation thereto
and the foregoing instrument is the act and deed of said
corporation.

WITNESS my hand and official seal in the County and State
aforesaid this 27th day of April, 1977.

Richard G. Hathaway
Notary Public, State of Florida at
Large. My Commission expires Mar. 14, 1980