

KARLEEN F. DE BLAKER, CLERK OF COURT
PINELLAS COUNTY, FLORIDA

This Instrument Prepared by and Return to:

Robert L. Tankel, Esquire

Address:

Robert L. Tankel, P.A.
1022 Main Street, Suite D
Dunedin, FL 34698

00-293695 SPT-27-2000 9:23AM
PINELLAS CO BK 11065 PG 2169

90673409 09-27-2000 09:18:04 MDK
51 CTF-SANDAL COVE CONDO BL1003&1005
0000000000

IR: BK: SPG: EPG:
RECORDING 008 PAGES 1 \$37.50

TOTAL: \$37.50
P CHECK AMT. TENDERED: \$37.50

CHANGE: \$.00
BY MDL DEPUTY CLERK

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

**CERTIFICATE OF AMENDMENT TO THE
DECLARATIONS OF CONDOMINIUM OF BUILDING 1001 SANDAL COVE
CONDOMINIUM I, BUILDING 1003 SANDAL COVE CONDOMINIUM I AND
BUILDING 1005 SANDAL COVE CONDOMINIUM I**

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium of Building 1001 Sandal Cove Condominium I, as recorded in Official Records Book 4044 at Page 1299 and Condominium Plat Book 14 at Page 56, Building 1003 Sandal Cove Condominium I, as recorded in Official Records Book 4151 at Page 796 and Condominium Plat Book 17 at Page 72, and Building 1005 Sandal Cove Condominium I, as recorded in Official Records Book 4178 at Page 29 and Condominium Plat Book 18 at Page 36 of the Official Records of Pinellas County, Florida, were duly approved in the manner required therein at a meeting held on August 29, 2000.

PAGES 8
ACCT 37.50
REC 37.50
FEE 37.50
TAX 37.50
REV 37.50

IN WITNESS WHEREOF, we have affixed our hands this 19th day of Sept 2000, at Pinellas County, Florida.

SANDAL COVE ASSOCIATION, INC.

By:

Larry Horne
Larry Horne, President

Witnesses:

Dolly Floriano

Signature of Witness #1

Dolly Floriano

Printed Name of Witness #1

Jodi E. Dorey

Signature of Witness #2

Jodi E. Dorey

Printed Name of Witness #2

Attest:

Raymond Brodt
Raymond Brodt, Secretary

STATE OF FLORIDA)
COUNTY OF PINELLAS)

PINELLAS COUNTY FLA.
OFF. REC. BK 11065 PG 2170

The foregoing instrument was acknowledged before me this 19th day of Sept 2000, by Larry Horne and Raymond Brodt, to me known to be the President and Secretary of Sandal Cove Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced FL DL H650532442190 and _____ as identification, and they acknowledged executing the same voluntarily under the authority duly vested in them by said corporation. If no type of identification is indicated, the above-named persons are personally known to me.



Chad H. Sturgeon
NOTARY PUBLIC

Chad H Sturgeon
Printed Name of Notary Public

My Commission Expires:

**PROPOSED AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OF
SANDAL COVE CONDOMINIUM I**

THAT SECTION CAPTIONED "COMMON EXPENSES" OF THE DECLARATION OF CONDOMINIUM FOR THAT DECLARATION OF BUILDING 1005 SANDAL COVE CONDOMINIUM I AS RECORDED IN OR BOOK 4178, PAGE 32 SHALL BE AMENDED TO READ AS FOLLOWS:

Common Expenses. Each Apartment shall share equally the expenses of the Apartment Buildings and its ratable share of the expenses of The Association. Since there are sixteen (16) apartments in each of three (3) buildings, each apartment will owe ~~6.25%~~ 2.08% of the expenses of the buildings. Since there will be three (3) buildings, ~~each will represent one-third (1/3) of the members of the Sandal Cove Condominium I project;~~ the 1005 Bayshore Drive Condominium shall be operated by the Sandal Cove Association, Inc. as a single condominium for purposes of financial matters, including budgets, assessments, accounting, record keeping, and similar matters pursuant to Section 718.111(6) of the Florida Statutes (1999). The 1005 Bayshore Drive unit share of the expenses of The Association will be ~~6.25% of 33 1/3% or, approximately, 2.08%~~ approximately 2.08%. All utilities (including garbage, trash, water, sewage and electricity) not charged to the individual unit will be paid as part of the management contract fee to common expenses.

THAT SECTION CAPTIONED "EXPENSES OF THE APARTMENT BUILDING" OF THE DECLARATION OF CONDOMINIUM FOR THAT DECLARATION OF BUILDING 1005 SANDAL COVE CONDOMINIUM I AS RECORDED IN OR BOOK 4178, PAGE 32 SHALL BE AMENDED TO READ AS FOLLOWS:

Expenses of the Apartment Building. Expenses of the Apartment Building include any and all expenses incurred solely for the benefit of the Apartment Building. Such an expense shall constitute a special assessment against each unit levied by The Association. The Association shall determine whether an expense has been incurred for the benefit of an apartment building or for Sandal Cove until all apartment buildings have been completed, and unless at least 75% of each building is occupied, no special assessment shall be made against any unoccupied unit without the Developer's consent. Under no circumstances shall any unit's percentage liability for expenses of The Association be increased disproportionately from the schedule set forth above. A typical (but not exhaustive) list of apartment building expenses would include expenses of maintenance, operation, repair, replacement of the building's common elements, expenses of administration of the Apartment Building, or any other valid charge against the Apartment Building.

THAT SECTION CAPTIONED "EXPENSES OF THE ASSOCIATION" OF THE DECLARATION OF CONDOMINIUM FOR THAT DECLARATION OF BUILDING 1005 SANDAL COVE CONDOMINIUM I AS RECORDED IN OR BOOK 4178, PAGE 33 SHALL BE AMENDED TO READ AS FOLLOWS:

Expenses of the Association. Expenses of the Association for which each of the three (3) buildings and all apartments severally shall be liable are those expenses ~~common to the Sandal Cove project as a whole as well as those expenses~~ declared common expenses by the Association, the Declaration, or the By-Laws of the Association found in Exhibit D, including but not limited to: expenses under the 99-Year Recreational Land Lease found in Exhibit E; any utility charges not metered or charged to the individual unit paid by the Developer or Association apportionable to the Sandal Cove Condominium I project, such charges to be paid as part of the management fee listed in Exhibit H, expenses of the administration of the Sandal Cove Condominium I project; and any charges due under the Management Contract included in Exhibit F. Any dispute arising under this Section shall be settled by the Management Contractor. All real estate taxes on the land described in Exhibit A and I are included as expenses of the Association to be assessed to the "units."

CODING: The full text to be amended is stated: New words to be inserted are double underlined, ~~words to be deleted are lined through with hyphens.~~

PROPOSED AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OF
SANDAL COVE CONDOMINIUM I

THAT SECTION CAPTIONED "COMMON EXPENSES" OF THE DECLARATION OF CONDOMINIUM FOR THAT DECLARATION OF BUILDING 1001 SANDAL COVE CONDOMINIUM I AS RECORDED IN OR BOOK _____, PAGE _____ SHALL BE AMENDED TO READ AS FOLLOWS:

Common Expenses. Each Apartment shall share equally the expenses of the Apartment Buildings and its ratable share of the expenses of The Association. Since there are sixteen (16) apartments in each of three (3) buildings, each apartment will owe ~~6.25%~~ 2.08% of the expenses of the buildings. Since there will be three (3) buildings, ~~each will represent one-third (1/3) of the members of the Sandal Cove Condominium I project;~~ the 1001 Bayshore Drive Condominium shall be operated by the Sandal Cove Association, Inc. as a single condominium for purposes of financial matters, including budgets, assessments, accounting, record keeping, and similar matters pursuant to Section 718.111(6) of the Florida Statutes (1999). The 1001 Bayshore Drive unit share of the expenses of The Association will be ~~6.25% of 33 1/3% or, approximately, 2.08%~~ approximately 2.08%. All utilities (including garbage, trash, water, sewage and electricity) not charged to the individual unit will be paid as part of the management contract fee to common expenses.

THAT SECTION CAPTIONED "EXPENSES OF THE APARTMENT BUILDING" OF THE DECLARATION OF CONDOMINIUM FOR THAT DECLARATION OF BUILDING 1001 SANDAL COVE CONDOMINIUM I AS RECORDED IN OR BOOK _____, PAGE _____ SHALL BE AMENDED TO READ AS FOLLOWS:

Expenses of the Apartment Building. Expenses of the Apartment Building include any and all expenses incurred solely for the benefit of the Apartment Building. Such an expense shall constitute a special assessment against each unit levied by The Association. The Association shall determine whether an expense has been incurred for the benefit of an apartment building or for Sandal Cove until all apartment buildings have been completed, and unless at least 75% of each building is occupied, no special assessment shall be made against any unoccupied unit without the Developer's consent. Under no circumstances shall any unit's percentage liability for expenses of The Association be increased disproportionately from the schedule set forth above. A typical (but not exhaustive) list of apartment building expenses would include expenses of maintenance, operation, repair, replacement of the building's common elements, expenses of administration of the Apartment Building, or any other valid charge against the Apartment Building.

THAT SECTION CAPTIONED "EXPENSES OF THE ASSOCIATION" OF THE DECLARATION OF CONDOMINIUM FOR THAT DECLARATION OF BUILDING 1001 SANDAL COVE CONDOMINIUM I AS RECORDED IN OR BOOK _____, PAGE _____ SHALL BE AMENDED TO READ AS FOLLOWS:

Expenses of the Association. Expenses of the Association for which each of the three (3) buildings and all apartments severally shall be liable are those expenses ~~common to the Sandal Cove project as a whole as well as those expenses~~ declared common expenses by the Association, the Declaration, or the By-Laws of the Association found in Exhibit D, including but not limited to: expenses under the 99-Year Recreational Land Lease found in Exhibit E; any utility charges not metered or charged to the individual unit paid by the Developer or Association apportionable to the Sandal Cove Condominium I project, such charges to be paid as part of the management fee listed in Exhibit H, expenses of the administration of the Sandal Cove Condominium I project; and any charges due under the Management Contract included in Exhibit F. Any dispute arising under this Section shall be settled by the Management Contractor. All real estate taxes on the land described in Exhibit A and I are included as expenses of the Association to be assessed to the "units."

CODING: The full text to be amended is stated: New words to be inserted are double underlined, ~~words to be deleted are lined through with hyphens.~~

**PROPOSED AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OF
SANDAL COVE CONDOMINIUM I**

THAT SECTION CAPTIONED "COMMON EXPENSES" OF THE DECLARATION OF CONDOMINIUM FOR THAT DECLARATION OF BUILDING 1003 SANDAL COVE CONDOMINIUM I AS RECORDED IN OR BOOK _____, PAGE _____ SHALL BE AMENDED TO READ AS FOLLOWS:

Common Expenses. Each Apartment shall share equally the expenses of the Apartment Buildings and its ratable share of the expenses of The Association. Since there are sixteen (16) apartments in each of three (3) buildings, each apartment will owe ~~6.25%~~ 2.08% of the expenses of the buildings. Since there will be three (3) buildings, ~~each will represent one-third (1/3) of the members of the Sandal Cove Condominium I project;~~ the 1003 Bayshore Drive Condominium shall be operated by the Sandal Cove Association, Inc. as a single condominium for purposes of financial matters, including budgets, assessments, accounting, record keeping, and similar matters pursuant to Section 718.111(6) of the Florida Statutes (1999). The 1003 Bayshore Drive unit share of the expenses of The Association will be ~~6.25% of 33 1/3% or, approximately, 2.08%~~ approximately 2.08%. All utilities (including garbage, trash, water, sewage and electricity) not charged to the individual unit will be paid as part of the management contract fee to common expenses.

THAT SECTION CAPTIONED "EXPENSES OF THE APARTMENT BUILDING" OF THE DECLARATION OF CONDOMINIUM FOR THAT DECLARATION OF BUILDING 1003 SANDAL COVE CONDOMINIUM I AS RECORDED IN OR BOOK _____, PAGE _____ SHALL BE AMENDED TO READ AS FOLLOWS:

Expenses of the Apartment Building. Expenses of the Apartment Building include any and all expenses incurred solely for the benefit of the Apartment Building. Such an expense shall constitute a special assessment against each unit levied by The Association. The Association shall determine whether an expense has been incurred for the benefit of an apartment building or for Sandal Cove until all apartment buildings have been completed, and unless at least 75% of each building is occupied, no special assessment shall be made against any unoccupied unit without the Developer's consent. Under no circumstances shall any unit's percentage liability for expenses of The Association be increased disproportionately from the schedule set forth above. A typical (but not exhaustive) list of apartment building expenses would include expenses of maintenance, operation, repair, replacement of the building's common elements, expenses of administration of the Apartment Building, or any other valid charge against the Apartment Building.

THAT SECTION CAPTIONED "EXPENSES OF THE ASSOCIATION" OF THE DECLARATION OF CONDOMINIUM FOR THAT DECLARATION OF BUILDING 1003 SANDAL COVE CONDOMINIUM I AS RECORDED IN OR BOOK _____, PAGE _____ SHALL BE AMENDED TO READ AS FOLLOWS:

Expenses of the Association. Expenses of the Association for which each of the three (3) buildings and all apartments severally shall be liable are those expenses ~~common to the Sandal Cove project as a whole as well as those expenses~~ declared common expenses by the Association, the Declaration, or the By-Laws of the Association found in Exhibit D, including but not limited to: expenses under the 99-Year Recreational Land Lease found in Exhibit E; any utility charges not metered or charged to the individual unit paid by the Developer or Association apportionable to the Sandal Cove Condominium I project, such charges to be paid as part of the management fee listed in Exhibit H, expenses of the administration of the Sandal Cove Condominium I project; and any charges due under the Management Contract included in Exhibit F. Any dispute arising under this Section shall be settled by the Management Contractor. All real estate taxes on the land described in Exhibit A and I are included as expenses of the Association to be assessed to the "units."

CODING: The full text to be amended is stated: New words to be inserted are double underlined, ~~words to be deleted are lined through with hyphens~~.