

Prepared By and Return to:
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KARLEEN F. DE BLAKER, CLERK OF COURT
PINELLAS COUNTY FLORIDA
INST# 2004387479 09/30/2004 at 03:36 PM
OFF REC BK: 13858 PG: 2241-2249
DocType:AFF RECORDING: \$78.00

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OF BUILDING 1001 SANDAL COVE CONDOMINIUM I**

This is to certify that at a duly called meeting of the members of Sandal Cove Association, Inc. (the "Association") held on 9-29, 2004, in accordance with the requirements of the applicable Florida Statutes and the governing documents, the attached Amendments to the Declaration of Condominium of Building 1001 Sandal Cove Condominium I, were duly adopted by the membership. The Declaration of Condominium for Building 1001 Sandal Cove Condominium I was originally recorded in Official Records Book 4044, Page 1299, Public Records of Pinellas County, Florida, and it exists as originally recorded and subsequently amended. The Plat is recorded in Plat Book 14, Page 56, of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, SANDAL COVE ASSOCIATION, INC., has caused this instrument to be signed by its duly authorized officer on this 29 day of September 2004.

SANDAL COVE ASSOCIATION, INC.

[Signature]
Signature of Witness #1
LANEY NOFFO
Printed Name of Witness #1
[Signature]
Signature of Witness #2
[Signature]
Printed Name of Witness #2

By: [Signature]
Signature
PATTY CAMPBELL, PRESIDENT
Printed Name and Title
Geri Schwenk

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 29 day of September, 2004, by Patty Campbell as President of SANDAL COVE ASSOCIATION, INC., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation. He/She is personally known to me or has produced _____ as identification.

My Commission Expires:

[Signature]
Notary Public - State of Florida at Large

 Joyce M. Giffen
My Commission D0043732
Expires October 02, 2005

APPROVED AMENDMENTS TO DECLARATIONS OF CONDOMINIUM
OF
BUILDING 1001 SANDAL COVE CONDOMINIUM I

The following are approved amendments to the Declaration of Condominium of Building 1001 Sandal Cove Condominium I, originally recorded at Official Records Book 4044, Page 1299, Public Records of Pinellas County, Florida.

Item No. 1: The Declaration for Building 1001 Sandal Cove Condominium I is hereby amended to read as follows: The paragraph entitled "Leasing" on Page 14 and the section entitled "COMMUNITY INTEREST SECTION", beginning at the bottom of Page 21 and continuing through Page 28 of the Declaration of Condominium of Building 1001 Sandal Cove Condominium I are hereby substantially reworded and modified to read as follows:

(Substantial rewording; see same sections of existing Declaration for current wording):

COMMUNITY INTEREST SECTION

Maintenance of Community Interest.

I. Restrictions on Sales, Transfers, Conveyances, and Leases. In order to maintain a community of congenial residents and thus protect the value of the condominium, the sale, lease and other types of transfers of condominium units by any owner shall be subject to the following provisions:

A. Sales and Transfers Subject to Approval. No unit owner or dispose of a unit or any interest therein by sale, except to a member of the Association, a spouse or trust of which the owner, his spouse or lineal descendants are the sole beneficiaries, without prior approval of the Association, as follows:

(1) Within a reasonable time, not less than twenty (20) days prior to the sale, transfer or conveyance of the unit, a unit owner or his agent shall apply to the Association for approval of such sale, transfer, or conveyance on the application form prescribed by the Association. The owner or the grantee shall furnish such information as the Association may reasonably require, including a copy of the proposed contract of sale signed by the proposed purchaser, and an application fee as established by the Board from time to time, not to exceed the amount allowed by the Florida Statutes. The prospective purchaser shall make himself or herself available for a personal interview by the screening committee prior to the approval of such sale, transfer, or conveyance. The screening committee may, in its discretion, conduct the interview over the telephone. It shall be the owner's obligation to furnish the purchaser with a copy of all pertinent condominium documents including this Declaration of Condominium and the current Rules.

(2) It shall be the duty of the Association to notify the unit owner of approval or disapproval of such proposed sale, transfer, or conveyance within twenty (20) days after receipt of the application on the prescribed form with all required information, provided that this time frame may be extended until the personal interview of the proposed grantee has taken place, and within five (5) days following the interview, or twenty (20) days after receipt of the application, whichever is later, the Association shall notify the unit owner of its decision.

(3) If a proposed sale, transfer, or conveyance is disapproved by the Association, the unit owner shall be so advised in writing, and the sale, transfer, or conveyance shall not be made. Any sale, transfer, or conveyance made in violation of this Declaration shall be voidable, and the Association may institute suit in which event the unit owner violating this paragraph shall be liable for all court costs and reasonable attorneys fees incurred by the Association. Reasons for disapproval may include:

(a) Prior criminal record, including any pleas of no contest, which indicates a potential threat to the health, safety or welfare of the community;

(b) A history evidencing actions taken by the applicant which show a disregard for, or indifference concerning, rules and regulations associated with community living;

(c) Non-compliance with any specific requirements set forth in the Association's governing documents, including any rules and regulations; or

(d) Providing false or incomplete information in connection with an application.

Item No. 2: The Declaration for Building 1001 Sandal Cove Condominium I is hereby amended to read as follows: The paragraph entitled "Leasing" on Page 14 and the section entitled "COMMUNITY INTEREST SECTION", beginning at the bottom of Page 21 and continuing through Page 28 of the Declaration of Condominium of Building 1001 Sandal Cove Condominium I are hereby substantially reworded and modified to read as follows:

(Substantial rewording; see same sections of existing Declaration for current wording):

COMMUNITY INTEREST SECTION

Maintenance of Community Interest.

I. Restrictions on Sales, Transfers, Conveyances, and Leases. In order to maintain a community of congenial residents and thus protect the value of the condominium, the sale, lease

and other types of transfers of condominium units by any owner shall be subject to the following provisions:

* * *

B. Right of First Refusal. In addition to any rights which the Association may have to disapprove a sale, the Association and its designees will also have a right of first refusal in regard to any proposed sales. At least twenty (20) days prior to any sale or transfer of any Condominium Parcel to any person other than the Unit Owner's spouse, the Unit Owner shall give written notice to the Board of Directors of the price, anticipated closing date and other terms thereof, along with a photocopy of any Purchase Agreement, as well as the name and address of the person to whom the proposed sale or transfer is to be made, and such other information about such person (including, without limitation, proof of age, credit information and personal references) as may be required by the Board of Directors. Within twenty (20) days after all information reasonably requested by the Board of Directors shall have been received, the Board of Directors shall either approve of the proposed sale or transfer and shall notify the Unit Owner in writing of its decision, or the Board may notify the Unit Owner that the Association is exercising its right of first refusal as set forth below. Failure of the Board of Directors to notify the Unit Owner within such twenty (20) days shall be deemed to be a waiver of the right of first refusal. The Association, or any person(s) designated by the Association, shall have the first right over the prospective purchaser, within twenty (20) days after the application and information concerning the sale are presented to the Association, to agree to consummate such sale or transfer at the price and on the terms contained in the notice. The Board of Directors will adopt rules and procedures in connection with its right to exercise a right of first refusal, including the manner in which notice may be provided to the members of the Association regarding the terms of the proposed sale; the manner in which Unit Owners must respond in order to express interest in purchasing the unit; and the method by which competing offers to exercise the right of first refusal will be dealt with. In connection with the notification to the proposed seller of the exercise of the right of first refusal, the Association is to deliver a deposit in the amount provided for in the contract for sale, and a commitment in writing from the substituted purchaser under the right of first refusal to be bound by the terms and conditions of the proposed contract for sale, provided that slight variances as to the closing date or other non-material terms of the contract may be proposed to the seller based upon the timing of exercise of the right of first refusal as this relates to the terms of the contract. A proposed seller must allow the Association or its designee with access to the property for purposes of an inspection, within the twenty (20) day time frame referred to herein.

Item No. 3: The Declaration for Building 1001 Sandal Cove Condominium I is hereby amended to read as follows: The paragraph entitled "Leasing" on Page 14 and the section entitled "COMMUNITY INTEREST SECTION", beginning at the bottom of Page 21 and continuing through Page 28 of the Declaration of Condominium of Building 1001 Sandal Cove Condominium I are hereby substantially reworded and modified to read as follows:

(Substantial rewording; see same sections of existing Declaration for current wording):

COMMUNITY INTEREST SECTION

Maintenance of Community Interest.

I. Restrictions on Sales, Transfers, Conveyances, and Leases. In order to maintain a community of congenial residents and thus protect the value of the condominium, the sale, lease and other types of transfers of condominium units by any owner shall be subject to the following provisions:

* * *

C. Leasing Approval. All leases shall be subject to prior approval of the Association. Within a reasonable time, not less than twenty (20) days prior to the commencement of the proposed lease term, a unit owner or his agent shall apply to the Association for approval of such lease on the application form prescribed by the Association, and pay such application fee as established by the Board from time to time, not to exceed the amount allowed by the Florida Statutes. The owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease and the prospective lessee shall make himself or herself available for a personal interview by the screening committee prior to the approval of such lease. No subleasing or assignment of a lease, or any change in occupancy, is permitted without further application and approval. The screening committee may, in its discretion, conduct the interview over the telephone. It shall be the owner's obligation to furnish the lessee with a copy of all pertinent condominium documents including this Declaration of Condominium and current Rules, and other disclosures required by the Florida Statutes.

(1) Reasons for disapproval may include:

- (a) Prior criminal record, including any pleas of no contest, which indicates a potential threat to the health, safety or welfare of the community;
- (b) A history evidencing actions taken by the applicant which show a disregard for, or indifference concerning, rules and regulations associated with community living;
- (c) Non-compliance with any specific requirements set forth in the Association's governing documents, including any rules and regulations; or
- (d) Providing false or incomplete information in connection with an application.

(2) As a condition of approval, the owner(s) and tenant(s) shall be required to sign a Lease Addendum form prepared by the Association, which shall contain an agreement of the tenant to comply with this Declaration and all other documents governing or affecting the condominium; shall contain a provision appointing the Association as agent for the owner so the

Association may act on behalf of the owner to enforce the lease, evict the tenant, or otherwise; and shall contain a provision authorizing the tenant to pay rental directly to the Association upon receipt of written notification from the Association that the owner is delinquent in paying assessments; and if a Lease Addendum is not executed, the lease shall be deemed to include such provisions. A Uniform Lease Addendum meeting these requirements, in a form satisfactory to the Association, shall be made available by the Association. The owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease, Lease Addendum or any of the foregoing provisions. The Association also has the right to require, as a condition to permitting the leasing of a unit, that all assessments in regard to the unit be current.

(3) It shall be the duty of the Association to notify the unit owner of approval or disapproval of such proposed lease within twenty (20) days after receipt of the application on the prescribed form with all required information, provided that this time frame may be extended until the personal interview of the proposed lessee(s) has taken place, and within five (5) days following the interview, or twenty (20) days after receipt of the application, whichever is later, the Association shall notify the unit owner of its decision.

(4) Disapproval of Leasing by Association. If a proposed lease is disapproved by the Association, the unit owner shall be so advised in writing and the lease shall not be made. Any lease made in violation of this Declaration shall be voidable, and the Association may institute suit to evict the tenant in which event the unit owner violating this paragraph shall be liable for all court costs and reasonable attorneys' fees incurred by the Association.

(5) Leases shall be for a minimum term of six (6) months and a maximum term of one (1) year. Any renewals of leases are subject to approval by the Association, provided that no additional application fee will be charged and the approval will be based upon whether the tenant has complied with the rules and restrictions at the Condominium during the term of the lease, and whether there has been any other substantial change in circumstances which would justify disapproval of the renewal. The Association shall be notified at least twenty (20) days in advance of a proposed lease renewal and will notify the unit owner of its decision within ten (10) days from receipt of all required information.

Item No. 4: The Declaration for Building 1001 Sandal Cove Condominium I is hereby amended to read as follows: The paragraph entitled "Leasing" on Page 14 and the section entitled "COMMUNITY INTEREST SECTION", beginning at the bottom of Page 21 and continuing through Page 28 of the Declaration of Condominium of Building 1001 Sandal Cove Condominium I are hereby substantially reworded and modified to read as follows:

(Substantial rewording; see same sections of existing Declaration for current wording):

COMMUNITY INTEREST SECTION

Maintenance of Community Interest.

I. Restrictions on Sales, Transfers, Conveyances, and Leases. In order to maintain a community of congenial residents and thus protect the value of the condominium, the sale, lease and other types of transfers of condominium units by any owner shall be subject to the following provisions:

* * *

D. Leasing Cap. No residential unit shall be leased where the aggregate number of residential leases, approved and existing at time of application, exceeds twenty-five percent (25%) of the total number of residential units in the condominium. Should the Association disapprove of a lease by reason of this provision, the unit owner(s) seeking approval of a lease shall be placed on a leasing list maintained by the Association, and offered the opportunity to lease their unit(s) in accordance with the following provisions.

The Association shall maintain a list of unit owners who wish to lease their unit(s), but have not been able to do so as a result of the limitations in this section. If at any time there is an owner on such list, the Association shall not approve a residential lease within the condominium, until such person, or persons, on the list are given a reasonable opportunity to lease their unit first, pursuant to this subsection and such other rules and policies adopted by the Association.

Once a waiting list has been established, unit owners may voluntarily place their names on the list at any time by providing written documentation to the Association of their desire to be placed on the list. Unit owners may also have their names placed on the list in accordance with the preceding provision. Names will be placed on the list in the order that notification and/or applications are received.

If a waiting list has been established due to the maximum number of leased units having been reached, and units become available since the maximum percentage of leased units has fallen below the maximum level at the time of receipt of notification of a desire to lease, or at time of receipt of a proper lease application, and provided the proposed lease and lessee otherwise meets all other provisions of this Declaration and other applicable rules and policies regarding leasing, the Association shall approve of such lease by the owner(s) whose name(s) appear at the top of the list. If, however, there are more applications and/or owners desiring to lease their units than available units for lease given the percentage of permissible unit leases available in the condominium, then the Association shall notify the owner(s), one by one from the top of the list, of the availability of their unit for lease, as existing leases expire and units become available for lease, whereupon the owners shall have a period of forty-five (45) working days to provide a fully executed and complying lease agreement and application to the Association for approval. After passage of the forty-five (45) day time period, if a proper application is not in the hands of the Association for approval, or if the proposed lease is otherwise not in compliance with the requirements of this Declaration, or if the proposed lease is not approved by the Association in accordance with its authority to disapprove of such a lease under these or other provisions within the Declaration, then the right of the unit owner so notified shall expire, their name(s) shall be placed at the end of the list (if they still desire to lease their unit), and the next unit owner on the list shall be notified of the opportunity to lease their unit. The same forty-five (45) day time period shall apply to all unit owners so notified.

The Association may adopt reasonable rules and regulations to implement this leasing policy.

These provisions shall not apply to lease extensions or renewals for approved leases in existence as of the effective date of this amendment, but these requirements shall apply to subleasing. Leases entered after the effective date of this amendment will not be subject to renewal or extension without written approval from the Association, and renewals will not be approved unless the maximum number of leased units has not been reached and a waiting list has not yet been established.

The Association shall require the payment of a preset application fee simultaneously with submission of an application to lease, said application fee to be set by the Board of Directors, from time to time, in conformance with applicable law.

Item No. 5: The Declaration for Building 1001 Sandal Cove Condominium I is hereby amended to read as follows: The paragraph entitled "Leasing" on Page 14 and the section entitled "COMMUNITY INTEREST SECTION", beginning at the bottom of Page 21 and continuing through Page 28 of the Declaration of Condominium of Building 1001 Sandal Cove Condominium I are hereby substantially reworded and modified to read as follows:

(Substantial rewording; see same sections of existing Declaration for current wording):

COMMUNITY INTEREST SECTION

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I. Restrictions on Sales, Transfers, Conveyances, and Leases. In order to maintain a community of congenial residents and thus protect the value of the condominium, the sale, lease and other types of transfers of condominium units by any owner shall be subject to the following provisions:

* * *

E. New Purchasers – Limitation on Leasing. No unit may be leased or rented by a new owner who acquires title to any unit in the Condominium after the effective date of this amendment during the twenty-four (24) consecutive calendar months following transfer of title to a unit, provided that the Board of Directors may approve exceptions to this restriction in cases where the unit owners are unable to occupy their unit based upon a condition which occurs after the time that they purchased their unit and during the first twenty-four (24) months of ownership. Examples of potential hardship exceptions include accidents or other medical situations which prevent the owner from occupying the unit, or other similar hardship situations.

Item No. 6: The Declaration for Building 1001 Sandal Cove Condominium I is hereby amended to read as follows: The paragraph entitled "Leasing" on Page 14 and the section entitled "COMMUNITY INTEREST SECTION", beginning at the bottom of Page 21 and continuing through Page 28 of the Declaration of Condominium of Building 1001 Sandal Cove Condominium I are hereby substantially reworded and modified to read as follows:

(Substantial rewording; see same sections of existing Declaration for current wording):

COMMUNITY INTEREST SECTION

Maintenance of Community Interest.

I. Restrictions on Sales, Transfers, Conveyances, and Leases. In order to maintain a community of congenial residents and thus protect the value of the condominium, the sale, lease and other types of transfers of condominium units by any owner shall be subject to the following provisions:

* * *

F. Restrictions on Corporate Ownership. After the effective date of this amendment, only individuals may acquire an ownership or leasehold interest, provided that an individual may acquire an interest as trustee, or in some other representative capacity, for themselves or another family member. In such case one individual must be designated as the primary occupant of this unit and this individual will be treated as the unit owner for the purposes of all rules and restrictions relating to the occupancy and leasing of the unit. No transfers of ownership and no leases shall be allowed to corporations, partnerships or other such legal entities. Notwithstanding the provisions of this paragraph, sales or leases to corporations, partnerships or other such legal entities executed before the effective date of this amendment shall be "grandfathered", or in other words allowed as nonconforming users. In these cases of unit ownership or leasing by grandfathered legal entities other than an individual, the legal entity unit owner shall designate an occupant to the Association in writing who, along with his family, shall be permitted residency. This designation may not be changed more often than annually. Any guests occupying units in the absence of the designated occupants must comply with such rules and regulations as are adopted by the Association from time to time.

END OF APPROVED AMENDMENTS