

STATE OF FLORIDA
COUNTY OF ESCAMBIA

AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF
SABINE YACHT AND RACQUET CLUB

WHEREAS, the Declaration of Condominium of Sabine Yacht and Racquet Club, a condominium, dated December 23, 1976, was duly recorded in Official Records Book 1063 at Page 634 at the Public Records of Escambia County, Florida, and

WHEREAS, a resolution for the adoption of proposed amendments to the Declaration was proposed by the Board of Directors of Sabine Yacht and Racquet Club Condominium Association, Inc., and notice of the subject matter of the proposed amendments was give in accordance with the Declaration of Condominium, the By-laws, and Florida Statutes Chapter 718, and

WHEREAS, the proposed amendments have received the required approval of the membership of the association as required by Article 17 of the Declaration of Condominium and that said amendments have been duly adopted by the membership pursuant to Article 17 of the Declaration of Condominium,

NOW THEREFORE, know all men by these presents, that the Declaration of Condominium of Sabine Yacht and Racquet Club, a condominium, dated December 23, 1976, recorded in Official Records Book 3346 at Page 928 of the Public Records of Escambia County, Florida, is hereby amended as follows:

Section 7.1 of the Declaration of Condominium is amended and restated to provide as follows:

7.1 Common Elements and Limited Common Elements.

(a) By the Association. The maintenance and operation of the Common Elements and Limited Common Elements, excluding the responsibility for cleaning, or repairing scratches, blemishes, or tears in the interiors and exteriors of all doors, windows and screens, and further excluding those items that are the responsibility of each Unit Owner as set forth in paragraph 7.2(b), shall be the responsibility of the Association and the expense associated therewith shall be designated as a Common Expense.

(b) Alteration and Improvement. Except for repairs and maintenance for existing improvements, after the completion of the improvements including the Common Elements contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the Common Elements without prior approval in writing by the owners of not less than seventy-five (75%) percent of the Common Elements. Notwithstanding the above alterations or further improvements to the Common Elements under \$2,500.00 shall be deemed non-material and thus, may be approved by the Board of Directors without prior approval of the Unit

Owners. Any alteration or improvement made pursuant to this paragraph shall not interfere with the rights of any Unit Owners without their consent. The cost of such work shall not be assessed against an Institutional Mortgagee that acquires its title as a result of owning a mortgage upon the Unit owned, unless such Institutional Mortgagee shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to 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 Unit Owners in the Common Elements altered or further improved, whether or not the Unit Owner contributes to the cost of such alteration or improvements.

Section 8.2 of the Declaration of Condominium, Payments is hereby amended to delete "ten (10%) percent per annum" in line six and is amended to provide in its place "maximum rate of interest allowed by law, currently eighteen (18%) percent per annum." The remaining provisions of paragraph 8.2 shall remain in full force and effect.

Section 12.1 of the Declaration of Condominium is amended and restated to provide as follows:

12.1 Units. Each of the Units shall be occupied only by the individual owner, members of a family, their servants and guests, or tenants (provided such tenancy conforms to the requirements of the Declaration, By-laws, and Rules and Regulations of Sabine Yacht and Racquet Club), as a residence and for no other purpose.

IN WITNESS WHEREOF, certification is hereby made that the foregoing amendments were duly adopted as recited above and were made effective as of the 17th day of May, 2003.

SABINE YACHT AND RACQUET CLUB CONDOMINIUM ASSOCIATION, INC.

Witnesses:

BY: [Signature]
Its President

(Seal)

[Signature]
[Signature]

ATTEST

BY: [Signature]
Secretary


[Handwritten Seal]
Seal


STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE ME, the undersigned authority, personally appeared Peter Miles and James Hlubek, President and Secretary, respectively, of Sabine Yacht and Racquet Club Condominium Association, Inc., and after being duly cautioned and sworn, under oath, acknowledged executing the same under the authority duly vested in them by said corporation and that the seal affixed hereto is the true corporate seal of said corporation and that they are personally known to me or produced identification consisting of _____.

WITNESS my hand and official seal in the county and the state above stated this 9th day of July, 2003

Anne H. Bowman
Notary Public, State of Florida

 Anne H. Bowman
MY COMMISSION # DD144523 EXPIRES
September 25, 2006
BONDED THRU TROY FAIN INSURANCE, INC

 Anne H. Bowman
MY COMMISSION # DD144523 EXPIRES
September 25, 2006
BONDED THRU TROY FAIN INSURANCE, INC

RCD Jul 11, 2003 03:43 pm
Escambia County, Florida
ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2003-119240

Prepared by and return to:
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