

Prepared by:
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CERTIFICATE OF AMENDMENT AND FIRST AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF SPYGLASS POINT CONDOMINIUM
ASSOCIATION OF PENSACOLA, INC.
(A Corporation Not-for-Profit)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

SPYGLASS POINT CONDOMINIUM ASSOCIATION OF PENSACOLA, INC. ("Association"), a Florida not-for-profit corporation, by and through its undersigned officer, certifies that.

RECITALS:

WHEREAS, the Declaration of Condominium of Spyglass Point Condominium Association of Pensacola, Inc., was recorded on May 10, 1982, in Official Records Book 1642, at Page 1 of the public records of Escambia County, Florida ("**Declaration**");

WHEREAS, in accordance with Paragraph 14 of the Declaration, the Declaration may be amended at a members meeting by a vote of not less than seventy percent (70%) of the entire membership of the Board of Directors and the Association's Members;

WHEREAS, a duly noticed meeting of the members of the Board of Directors was held on _____, 2024, at which not less than seventy percent (70%) of the entire membership were received in accordance with Paragraph 14, Sub-Paragraph A of the Declaration and Chapter 718, Florida Statutes, approving this First Amendment to the Declaration;

WHEREAS, a duly noticed meeting of the Association's members was held on _____, 2024, at which not less than seventy percent (70%) of the entire membership were received in accordance with Paragraph 14, Sub-paragraph A of the Declaration and Chapter 718, Florida Statutes, approving this First Amendment to the Declaration;

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Amendment to the Declaration is amended as follows:

Paragraph 3, Sub-paragraph 3.9, Section A of the Declaration of Condominium of Spyglass Point Condominium Association of Pensacola, Inc. is hereby amended as follows:

(A) Outdoor Automobile Parking. Availability ~~and charges~~ for outdoor parking shall be by regulation of the Association. Parking areas will ~~not~~ be assigned ~~but~~ and will be available pursuant to the regulations of the Association.

Paragraph 6, Sub-paragraph 6.2, Section A, Subsection 1 of the Declaration of Condominium of Spyglass Point Condominium Association of Pensacola, Inc. is hereby amended as follows:

(1) All portions of a unit, except interior surfaces, contributing to the support of the condominium building, which portions shall include the outside walls thereof (including exterior doors, windows, balcony decks and railings, and patios and wood fences, which are part of the units), boundary walls of units, floor and ceiling slabs, load-bearing columns, and load-bearing walls. However, the owner shall be responsible for all sliding glass door components, window components, and exterior door components.~~;~~ ~~and~~

Paragraph 6, Sub-paragraph 6.2, Section A, Subsection 2 of the Declaration of Condominium of Spyglass Point Condominium Association of Pensacola, Inc. is hereby amended as follows:

(2) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of ~~utilities~~ utility services which are contained in the portions of a unit maintained by the Association; and all such facilities contained within a unit which serve part or parts of the condominium other than the unit within which contained. The owner shall be responsible for dryer vents, including regular maintenance and any preventative maintenance requirements as adopted and directed by the Association's Board of Directors from time to time.

Paragraph 6, Sub-paragraph 6.2, Section A, Subsection 6 of the Declaration of Condominium of Spyglass Point Condominium Association of Pensacola, Inc. is hereby deleted in its entirety as follows:

~~(6) Provided, however, the Association shall have authority to require unit owners at their expense to maintain, repair and replace screens and glass for windows and doors within their respective units except in case of damage for which insurance proceeds are paid under policies purchased by the Association.~~

Paragraph 6, Sub-paragraph 6.2, Section B, Subsection 4 of the Declaration of Condominium of Spyglass Point Condominium Association of Pensacola, Inc. is hereby amended as follows:

(4) Unit owners may arrange for the painting of exterior elements of the condominium building, including doors, windows, balconies, balcony decks, railings, and patios, with prior approval from the Association. The Association will provide the paint, which the unit owner is responsible for hiring and paying for the necessary labor. Any exterior painting must use the paint supplied by the Association and adhere to the approved guidelines.~~Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the condominium building, including doors, windows, balconies, balcony decks and railings and patios, in any manner whatsoever.~~

Paragraph 7, Sub-paragraph 7.2 of the Declaration of Condominium of Spyglass Point Condominium Association of Pensacola, Inc. is hereby amended as follows:

7.2 Interest; Application of Payment; Late Fees. Assessments and installments on such assessments paid on or before 10 days after the date when due shall not bear interest, but all sums not paid on or before 10 days after the date when due shall bear interest at the maximum legal rate per annum from the date when due until paid. All payments upon account shall be first applied to interest and then to assessment payments first due. In addition, a late fee of the greater of \$25 or 5% of the amount of the past due assessments may be imposed for any assessment not paid within ten (10) days of the due date, in accordance with Florida law.

Paragraph 8, Sub-paragraph 8.6, Section B, of the Declaration of Condominium of Spyglass Point Condominium Association of Pensacola, Inc. is hereby deleted in its entirety as follows:

~~(B) Mortgagees: The Association shall maintain a roster which 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. The Association shall give written notification to every first mortgagee that requests the same of any default by the mortgagor of such unit in the performance of such mortgagor's obligations under the condominium documents which is not cured within 30 days.~~

Paragraph 9, Sub-paragraph 9.1 of the Declaration of Condominium of Spyglass Point Condominium Association of Pensacola, Inc. is hereby deleted in its entirety as follows:

~~9.1 Authority to Purchase: Named Insured. All insurance policies upon the condominium property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the unit owners, without naming them, and as agent for their mortgagees. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of unit owners. Such policies shall provide that payments by the insurer for losses shall be made to the Insurance Trustee designated below, and all policies and their endorsements shall be deposited with the Insurance Trustee and copies retained by the Association. Unit owners may obtain coverage at their own expense upon their personal property, for their personal liability and living expenses, and all other coverage they so desire.~~

~~A copy of each insurance policy and of all endorsements on it shall be furnished by the Association to each mortgagee who holds mortgages upon units covered by the policy. The copies shall be furnished not less than 10 days prior to the beginning of the term of the policy or not less than 10 days prior to the expiration of each preceding policy that is being renewed or replaced, whichever date shall first occur.~~

Paragraph 9, Sub-paragraph 9.3 of the Declaration of Condominium of Spyglass Point Condominium Association of Pensacola, Inc. is hereby amended as follows:

9.3 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense. ~~Not less than 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 mortgages. Any institutional mortgagee may require that the~~

~~insurance premium due on any unit on which it has a mortgage be escrowed with it and that the insurance premium due for that unit be made payable annually from the institutional mortgagee to the Association or require proof of payment by the unit owner.~~

Paragraph 11, Sub-paragraph 11.5 of the Declaration of Condominium of Spyglass Point Condominium Association of Pensacola, Inc. is hereby amended as follows:

11.5 Leasing. Entire units may be rented provided that the unit is used only as a residence; that the lease or rental period is for not less than sixty-one (61) consecutive days ~~not less than thirty consecutive days~~; that the unit is occupied by only one family having no more than the unit is designated to accommodate; and provided that such use by the tenant or tenants does not create a nuisance. An owner may lease or rent his own unit himself to any lessee provided that he furnishes the Association with the names of all the tenants. All lessees are subject to the provisions of the Declaration and the bylaws, and failure to comply with said provisions shall be a default under any lease of any unit, whether so stated in said lease. All of the foregoing may be enforced by the Association.

Paragraph 11, Sub-paragraph 11.8 of Declaration of Condominium of Spyglass Point Condominium Association of Pensacola, Inc. is hereby amended as follows:

11.8 Animals. No livestock, animals, chickens, or fowl of any kind shall be permitted except dogs, cats, and birds owned as personal pets. Dogs, cats, and birds shall not be kept in such number(s) as to be an annoyance to other unit owners. ~~In addition, no dogs, cats, or birds shall be permitted that exceed ten pounds in weight, and~~ No such pet shall be permitted on the condominium property, except inside a unit, without being on a leash and under the immediate control of a responsible individual. All such pets must be walked in appropriate areas, and owners of such pets must clean up after their pets. If any such pet owner fails to properly clean up after his pet, then the Association shall perform such services and shall bill the pet owner accordingly. The Association shall have the right to adopt and enforce such additional pet regulations as are reasonably necessary to ensure that such pets are not and do not become a nuisance. No unit owner shall keep more than two (2) pets in total. Additionally, the Association's Board of Directors is authorized to adopt reasonable rules and regulations regarding the breed, weight and height that are permitted to be kept and/or owned by any owner, tenant, guest or other third party. Any dog that has attacked, endangered or bitten a person or other animal will be considered dangerous and will be subject to immediate removal from any portion of the condominium property by vote of the Association's Board of Directors.

Paragraph 14 of the Declaration of Condominium of Spyglass Point Condominium Association of Pensacola, Inc. is hereby amended as follows:

14. AMENDMENT. Notwithstanding any process provided in any other governing document(s) of the Association, this Declaration may be amended as follows:

14.1 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 to be considered.

14.2. Adoption. The Association's Board of Directors may present any proposed amendment to the Declaration. Voting shall be either in person or by limited proxy. A proposed amendment must be approved by an affirmative vote of not less than sixty-six and two-thirds percent (66-2/3%) of the entire membership of the Association. Once approved in accordance with this provision, any approved amendment shall be recorded with the Circuit County Clerk's office and shall take effect immediately upon recording.

~~14. AMENDMENT.~~ Except as elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

~~14.1 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.

~~14.2 Adoption.~~ A resolution for the adoption of a proposed amendment may be proposed by either the board of directors of the Association or by the members of the Association. Directors and members 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. Except as elsewhere provided, such approvals must be either by:

~~(A) Not less than 70% of the entire membership of the board of directors and by not less than 70% of the votes of the entire membership of the Association, and approval of mortgagees as required in sub paragraph (C) and (D) below; or~~

~~(B) Not less than 75% of the votes of the entire membership of the Association, and approval of mortgagees as required in sub paragraph (B) and (D) below;~~

~~(C) Until the first election of directors, only by the directors, provided the amendments do not terminate the condominium, increase the number of units, nor materially amend any provision providing for, governing or relating to any of the following: Voting; assessments; assessment liens or subordination of such liens; reserves for maintenance, repair and replacement of the common elements; insurance or fidelity bonds; rights to use of the common elements; responsibility for maintenance and repair; phase development except as provided for in this Declaration; boundaries of any units except for future phases; unit owners' interest in general or limited common elements; convertibility of units into common elements or of common elements into units; leasing of units; imposition of any right of first refusal or similar restriction on the right of a unit owner to sell, transfer, or otherwise convey his unit; or establishment of self-management by the Association where professional management has been required by either FHA, VA, FNMA, or FHLMC; express rights and benefits of holders or insurers of first mortgages on units, which amendments must be approved by eligible holders of first mortgages on units to which at least 51% of the votes of units subject to mortgage appertain, but subject to the further provisions of sub paragraph (D).~~

~~(D) Provide.~~ Provided, however, that no amendment shall discriminate against any unit owner nor against any unit or class or group of units, unless the unit owners and their owners and their mortgagees so affected shall consent; and no amendment shall change any unit nor the share in the common elements appurtenant to it, nor increase the owners' 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.~~

~~14.3 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Escambia County, Florida.~~

Paragraph 19 of the Declaration of Condominium of Spyglass Point Condominium Association of Pensacola, Inc. is hereby deleted in its entirety as follows:

~~19. ADDITIONAL RIGHTS OF MORTGAGEES. In addition to the rights and privileges expressly granted to the mortgagees of condominium units in other Articles of this Declaration of Condominium and by the By Laws, each and every mortgagee shall have the following rights and entitlements:~~

~~19.1 Financial Statements. The right to examine the books and records of the Association and to be furnished with at least one copy of an Annual Financial Statement and Report of the Association, prepared by a Certified Public Accountant designated by the Association, including a detailed statement of annual carrying charges or income collected and operating expenses, with such Financial Statements and Report to be furnished within 90 days following the end of each calendar year.~~

~~19.2 Insurance Approval. Each insurance policy and the agency and company issuing the policy shall be subject to approval by the institutional mortgagee that, according to a 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 10 days after the receipt of the request; and if a response from the mortgagee is not received within that 10 day period, the request shall be deemed to be approved. An approval shall not be unreasonably withheld or denied.~~

~~19.3 Copies of Insurance Policies to Mortgagees and Notice of Cancellation. One copy of each insurance policy and of all endorsements on it shall be furnished by the Association to each mortgagee included on the mortgagee roster who holds mortgages upon units covered by the policy. The copy shall be furnished not less than 10 days prior to the beginning of the term of the policy or not less than 10 days prior to the expiration of preceding policy that is being renewed or replaced, whichever date shall first occur. Every mortgagee shall be given an endorsement to the policies covering the Common Elements requiring that such mortgagee be given any notice of cancellation provided for in such policy.~~

~~19.4 Right to Pay Insurance Premiums. Should the Association fail to pay any insurance premiums when due, or should the Association fail to comply with other insurance requirements~~

~~of the mortgagee (s) said mortgagee (s) shall have the right, at its option, to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, said mortgagee shall be subrogated to the assessment and lien rights of the Association as against the individual unit owners for the payment of such item of common expenses.~~

~~19.5 Exemptions. Any mortgagee which acquires title to a unit through foreclosure or deed in lieu of foreclosure, shall take the property free of any claim for unpaid assessments or charges against the mortgaged unit which became due prior to acquisition of title as a result of said foreclosure of deed in lieu of foreclosure; except for claims secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage; and except for claims for a pro rata share of any such previous assessment for which a claim of lien was not recorded in common with the other unit owners, which claim becomes a common expense.~~

~~19.6 Notices. The Association shall give written notice to every first mortgagee that requests the same of all meetings of the Association and such mortgagees shall be permitted to designate a representative to attend all such meetings. In addition, upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor and the unit number or address, any mortgage or eligible insurer or guarantor of a mortgage is entitled to timely written notice of the following:~~

~~(a) Any condemnation loss or any casualty loss which affects a material portion of the condominium or any unit on which there is a first mortgage held, insured, or guaranteed by such mortgage or insurer or guarantor.~~

~~(b) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.~~

~~(c) Any proposed action which would require the consent of a specified percentage of mortgagees as specified herein.~~

~~19.7 Copies of Condominium Documents. The Association shall make available to unit owners, lenders and the holders and insurers of any first mortgage on any unit, current copies of the Declaration, By Laws and other rules governing the condominium, and other books, records and financial statements of the Association. The Association shall make available to prospective purchasers current copies of the Declaration, By Laws, other rules governing the condominium, and the most recent annual audited financial statement, if such is prepared. "Available" means available for inspection upon request, during normal business hours or under other reasonable circumstances.~~

WHEREAS, all provisions of the Declaration not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the Association hereby certifies the foregoing Amendment to the Declaration of Condominium of Spyglass Point, A Condominium, was duly adopted, and that the Association has caused the Amendment to the Declaration to be executed by its President, this _____ day of _____, 2025.

WITNESSES:

Print Name: _____

**SPYGLASS POINT CONDOMINIUM
ASSOCIATION OF PENSACOLA, INC.,**
a Florida not-for-profit corporation

Print Name: _____

By: _____
Its: President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization, this _____ day of _____, 2025, by the Members and _____, as President of Spyglass Point Condominium Association of Pensacola, Inc., a Florida not-for-profit corporation.

NOTARY PUBLIC

Print Name: _____

Personally Known

OR

Produced Identification; Type of Identification Produced _____