

III. LAND is amended to add thereto the following-
described property:

Commence at the Southwest corner of Lot 5, Block B, SUMMIT PARK, UNIT NUMBER 2, as recorded in Plat Book 7 at Page 69 of the public records of Escambia County, Florida; thence go North 24 degrees 25 minutes 20 seconds East along the Westerly line of the aforesaid Summit Park Unit Number 2 and the Northerly extension thereof, a distance of 750.00 feet to a concrete monument; thence go North 63 degrees 29 minutes 40 seconds West, a distance of 300.00 feet to a concrete monument; thence go South 71 degrees 30 minutes 20 seconds West, a distance of 133.93 feet; thence go North 18 degrees 29 minutes 40 seconds West, a distance of 7.83 feet to a point of curvature of a curve to the left; thence go Westerly along the aforesaid curve to the left having a radius of 128.64 feet, an arc distance of 101.95 feet (CH=99.31'; CH BRG= N 41°11'56" W) to the Point of Beginning; thence continue Westerly along the aforesaid curve having a radius of 128.64 feet, an arc distance of 5.49 feet to a point of tangency; thence go North 66 degrees 20 minutes 55 seconds West, a distance of 60.65 feet to a P.C. of a curve to the right; thence go Northwesterly along the aforesaid curve to the right having a radius of 38.96 feet, an arc distance of 58.23 feet (CH=52.96'; CH BRG= N 23°31'46" W) to a point of tangency; thence go North 19 degrees 17 minutes 24 seconds East, a distance of 29.18 feet to a P.C. of a curve to the right; thence go Northerly along the aforesaid curve to the right having a radius of 420.45 feet, an arc distance of 37.31 feet (CH=37.30'; CH BRG= N 21°49'56" E) to a point of tangency; thence go North 24 degrees 22 minutes 29 seconds East, a distance of 147.59 feet; thence go South 71 degrees 14 minutes 37 seconds East, a distance of 112.21 feet; thence go South 24 degrees 48 minutes 53 seconds West, a distance of 259.69 feet to the Point of Beginning;

in addition to that property already submitted to condominium use. The land hereby added lies North and East of the entrance road from Renoir Street, South of the units on the property previously submitted to condominium and West of the Pensacola Racquet Club property.

After adding the additional property to the condominium, the total property now submitted to condominium use is more particularly described as follows:

Commence at the Southwest corner of Lot 5, Block B, SUMMIT PARK UNIT NUMBER 2, as recorded in Plat Book 7 at Page 69 of the public records of Escambia County, Florida; thence go North 24 degrees 25 minutes 20 seconds East along the Westerly line of the aforesaid Summit Park Unit Number 2 and the Northerly extension thereof, a distance of 750.00 feet to a concrete monument; thence go North 63 degrees 29 minutes 40 seconds West, a distance of 300.00 feet to a concrete monument; thence go South 71 degrees 30 minutes 20 seconds West, a distance of 133.93 feet to the Point of Beginning; thence go South 18 degrees 29 minutes 40 seconds East, a distance of 100.00 feet to the Northerly right-of-way

line of Renoir Street (60' R/W); thence go South 71 degrees 30 minutes 20 seconds West along the aforesaid Northerly right-of-way, a distance of 30.00 feet; thence go North 18 degrees 29 minutes 40 seconds West, a distance of 107.83 feet to a point of curvature; thence go along a curve to the left having a radius of 98.64 feet an arc distance of 82.39 feet (CH=80.01'; CH BRG= N 42°25'18" W) to a point of tangency; thence go North 66 degrees 20 minutes 55 seconds West, a distance of 60.65 feet to a point of curvature; thence go along a curve to the right having a radius of 68.96 feet an arc distance of 103.07 feet (CH=93.74'; CH BRG= N 23°31'46" W) to a point of tangency; thence go North 19 degrees 17 minutes 24 seconds East, a distance of 29.18 feet to a point of curvature; thence go along a curve to the right having a radius of 450.45 feet, an arc distance of 39.97 feet (CH=39.96'; CH BRG= N 21°49'56" E) to a point of tangency; thence go North 24 degrees 22 minutes 29 seconds East, a distance of 141.26 feet; thence go North 18 degrees 46 minutes 38 seconds East, a distance of 94.83 feet; thence go North 63 degrees 29 minutes 20 seconds West, a distance of 73.40 feet; thence go North 03 degrees 34 minutes 21 seconds East, a distance of 130.52 feet; thence go North 26 degrees 30 minutes 40 seconds East, a distance of 20.00 feet; thence go North 63 degrees 29 minutes 20 seconds West, a distance of 20.00 feet; thence go North 26 degrees 30 minutes 40 seconds East, a distance of 30.00 feet; thence go South 63 degrees 29 minutes 20 seconds East, a distance of 290.80 feet; thence go South 24 degrees 48 minutes 53 seconds West, a distance of 501.39 feet to a point on a curved line being concave Southwesterly having a radius of 128.64 feet; thence go Southeasterly along said curve having a radius of 128.64 feet, an arc distance of 101.95 feet (CH=99.31'; CH BRG= S 41°11'56" E) to a point of tangency; thence go South 18 degrees 29 minutes 40 seconds East, a distance of 7.83 feet to the Point of Beginning. Containing 2.30 acres;

and this property shall hereafter be known as the "Land".

IV. UNIT IDENTIFICATION is hereby amended to state that the condominium now has twenty (20) units which are referred to on Exhibit "1" attached hereto by the designation of Arabic numerals commencing with 1 and running through 20, consecutively. Units 9 through 20 are the original units, and Units 1 through 8 are the new units added to the condominium by this first amendment.

VI. DESCRIPTION OF IMPROVEMENTS subparagraph (A) is amended to read as follows:

(A) The condominium includes five (5) buildings. Two of the buildings are identical and are designated as building Type A. Each of the Type A buildings contains four units, namely, two three-bedroom, two-and-one-half-bath units, and two two-bedroom, two-and-one-half-bath units. One of these Type A buildings contains Units 9 through 12 and the other Type A building contains Units 13 through 16. A third building is designated as building Type S and

contains four one-bedroom, one-bath units, known as Units 17 through 20, inclusive. The three buildings described heretofore in this subparagraph constitute the improvements on the original condominium property. In addition to those buildings, the condominium includes two buildings added by this amendment which are identical to each other and are designated as building Type C. Each of these buildings contains four units, and each unit contains three bedrooms and two and one-half baths. One of the newly-added buildings, the southernmost, is designated as Units 1 through 4, and the other is designated as Units 5 through 8.

VI. DESCRIPTION OF IMPROVEMENTS subparagraph (D) is amended to read as follows:

(D) A survey and plot plan, floor plan for building Type A and floor plan for building Type S were recorded contemporaneously with the initial condominium declaration as Exhibits B-1, B-2 and B-3 and were certified to pursuant to the requirements of Section 711.08(1)(e) of the then existing condominium act which certification is found in Exhibit C attached to the original condominium declaration.

A survey and plot plan is attached hereto as Exhibit 1 showing the entire property now submitted to condominium use, including that submitted by this amendment. The floor plan for building Type C is being recorded contemporaneously herewith as Exhibit 2A of this amendment to declaration. Elevations are being recorded as Exhibits 2B and 2C, respectively. These latter documents have been certified to pursuant to the requirements of Section 718.104(4)(e) of the present Florida Condominium Act. The certification is found in Exhibit 3 attached hereto.

Item IX of the original Declaration of Condominium entitled "Undivided Shares in Common Elements and Shares in Common Expenses and Owning Common Surplus" is amended to read as follows:

~~Each unit shall have as an appurtenance thereto a 1/20th share of the common elements.~~ The common expenses shall be shared and the common surplus shall be owned

in proportion to each unit owner's percentage or fraction of ownership of the common elements.

That parcel shown on Exhibit B-1 of the original declaration of condominium and referred to as "Temporary Septic Tank Easement (Not Included in Plat)" is no longer needed inasmuch as the whole complex is now connected to the City of Pensacola sanitary sewer system. Accordingly, the aforesaid temporary septic tank easement is deleted, cancelled and all rights of the Tennis Oasis Townhouse Condominium Association, Inc. and of the owners of individual condominium units relating to said easement and property it encompassed are thereby relinquished and surrendered to the developer.

IN WITNESS WHEREOF, we, the undersigned, being the owners of all property now submitted to condominium pursuant to the original Declaration of Condominium and this amendment and being the holders of all mortgages and liens on the condominium property and the Tennis Oasis Townhouse Condominium Association, Inc., a Florida nonprofit corporation, join herein for the purpose of amending the previous Declaration of Condominium, submitting the additional property to condominium use and ratifying and approving this amendment, as well as the original Declaration of Condominium, as hereby amended.

ATTEST:

Helena B. Smith
HELEN B. SMITH, Secretary

TENNIS OASIS, INC.

By *Zac Smith*
ZAC SMITH, President

(CORPORATE SEAL)

ATTEST:

Fred W. Mertins, Jr.
FRED W. MERTINS, JR., Secretary

TENNIS OASIS TOWNHOUSE CONDOMINIUM ASSOCIATION, INC.

By *Harold J. Vucovich, Jr.*
HAROLD J. VUCOVICH, JR., President

(CORPORATE SEAL)

ATTEST:

Gregory C. Saxon
Secretary

MUTUAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF PENSACOLA

By *Frank D. Laughlin*
President
OWNER OF MORTGAGE ON UNIT
NOS. 10, 12, 13, 14, 16, 17 and 19

(CORPORATE SEAL)

PENSACOLA HOME AND SAVINGS ASSOCIATION

ATTEST:

James C. [Signature]
Secretary

By John B. [Signature]
President
Owner of Mortgage on Unit Nos:
9, 11, 18 and 20

(CORPORATE SEAL)

Signed, sealed and delivered
in the presence of:

[Signature]
As to Whites

Phillip Arthur White (SEAL)
PHILLIP ARTHUR WHITE

Linda Joan White (SEAL)
LINDA JOAN WHITE
Owners of Unit No. 9

[Signature]
As to Wilsons

Paul Wilson (SEAL)
PAUL WILSON

Charlotte Wilson (SEAL)
CHARLOTTE WILSON
Owners of Unit No. 10

Zac Smith
Debbie Salmon
As to Zac Smith & Co., Inc.

ZAC SMITH & COMPANY, INC.
By Zac Smith President
ZAC SMITH, President
Owner of Unit No. 11

(CORPORATE SEAL)

[Signature]
As to Stephen E. Watts

Stephen E. Watts (SEAL)
STEPHEN E. WATTS
Owner of Unit No. 12

Frankie P. Bick
[Signature]
As to Dosters

Vernon W. Doster (SEAL)
VERNON W. DOSTER

Diane H. Doster (SEAL)
DIANE H. DOSTER
Owners of Unit No. 13

[Signature]
As to W. Q. Lee

W. Q. Lee (SEAL)
W. Q. LEE
Owner of Unit No. 14

[Signature]
Jayce S. Martins
As to Grace G. Myers

Grace G. Myers (SEAL)
GRACE G. MYERS
Owner of Unit No. 15

[Signature]
As to Michael O. Thomas

[Signature] (SEAL)
MICHAEL O. THOMAS

[Signature]
As to the Mertins

[Signature] (SEAL)
FRED W. MERTINS, JR.

[Signature] (SEAL)
FAYE D. MERTINS
OWNERS OF UNIT NO. 16

[Signature]
As to William F. Shipman, Jr.

[Signature] (SEAL)
WILLIAM F. SHIPMAN, JR.
OWNER OF UNIT NO. 17

[Signature]
As to Jacobus C. Metsch

[Signature] (SEAL)
JACOBUS C. METSCH
OWNER OF UNIT NO. 18

[Signature]
As to Wayne M. Adcock

[Signature] (SEAL)
WAYNE M. ADCOCK
OWNER OF UNIT NO. 19

[Signature]
As to Mary J. Bowman

[Signature] (SEAL)
MARY J. BOWMAN
OWNER OF UNIT NO. 20

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of October 1978, by PHILIP ARTHUR WHITE and LINDA JOAN WHITE, husband and wife; PAUL WILSON and CHARLOTTE WILSON, husband and wife; STEPHEN E. WATTS; VERNON W. DOSTER and DIANE H. DOSTER, husband and wife; W. Q. LEE; GRACE G. MYERS; FRED W. MERTINS, JR. and FAYE D. MERTINS, husband and wife; WILLIAM F. SHIPMAN, JR.; JACOBUS C. METSCH; WAYNE M. ADCOCK; and MARY J. BOWMAN.

[Signature]
Notary Public
My commission expires: Dec 16 1980

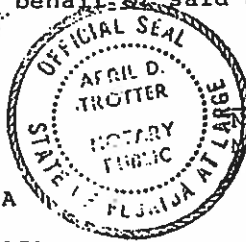
STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 2nd day of October 1978, by ZAC SMITH, the President of ZAC SMITH & COMPANY, INC., a Florida corporation, on behalf of the corporation.

[Signature]
Notary Public
My commission expires: Dec 16 1980

STATE OF FLORIDA
COUNTY OF ESCAMBIA

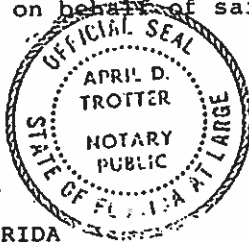
The foregoing instrument was acknowledged before me this 3rd day of October, 1978, by JOHN P. REMICH, as President of PENSACOLA HOME & SAVINGS ASSOCIATION, a building and loan association, on behalf of said association.



April D. Trotter (Crosby)
NOTARY PUBLIC
My Commission Expires: 11-17-81

STATE OF FLORIDA
COUNTY OF ESCAMBIA

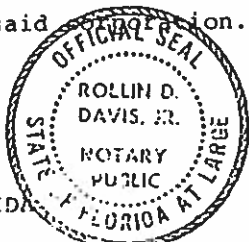
The foregoing instrument was acknowledged before me this 3rd day of October, 1978, by WILLIAM G. CHAMPLIN, as President of MUTUAL FEDERAL SAVINGS AND LOAN ASSOCIATION OF PENSACOLA, a corporation; on behalf of said corporation.



April D. Trotter (Crosby)
NOTARY PUBLIC
My Commission Expires: 11-17-81

STATE OF FLORIDA
COUNTY OF ESCAMBIA

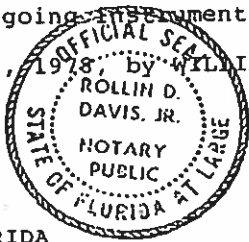
The foregoing instrument was acknowledged this 3rd day of October, 1978, before me, by HAROLD J. VUCOVICH, JR., as President of TENNIS OASIS TOWNHOUSE CONDOMINIUM ASSOCIATION, INC., a corporation, on behalf of said corporation.



Rollin D. Davis, Jr.
NOTARY PUBLIC
My Commission Expires: Dec. 13, 1977

STATE OF FLORIDA
COUNTY OF ESCAMBIA

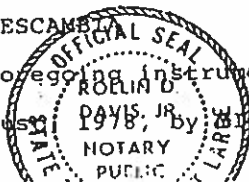
The foregoing instrument was acknowledged before me this 3rd day of August, 1978, by WILLIAM F. SHIPMAN, JR.



Rollin D. Davis, Jr.
NOTARY PUBLIC
My Commission Expires: Dec. 13, 1977

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 3rd day of August, 1978, by MICHAEL O. THOMAS.



Rollin D. Davis, Jr.

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this
2nd day of October, 1978, by ZAC SMITH, as the President of
TENNIS OASIS, INC., a corporation, on behalf of that corporation.

[Signature]
NOTARY PUBLIC

My Commission Expires: 12-18-80

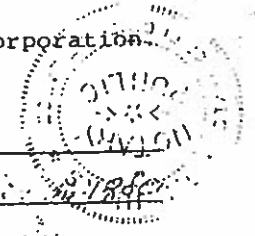


EXHIBIT 1' CONDOMINIUM O.R. BOOK PAGE

TENNIS OASIS

A CONDOMINIUM

SECTION 16, TOWNSHIP 1 SOUTH, RANGE 29 WEST
 PENSACOLA, ESCAMBIA COUNTY, FLORIDA
 APRIL, 1975

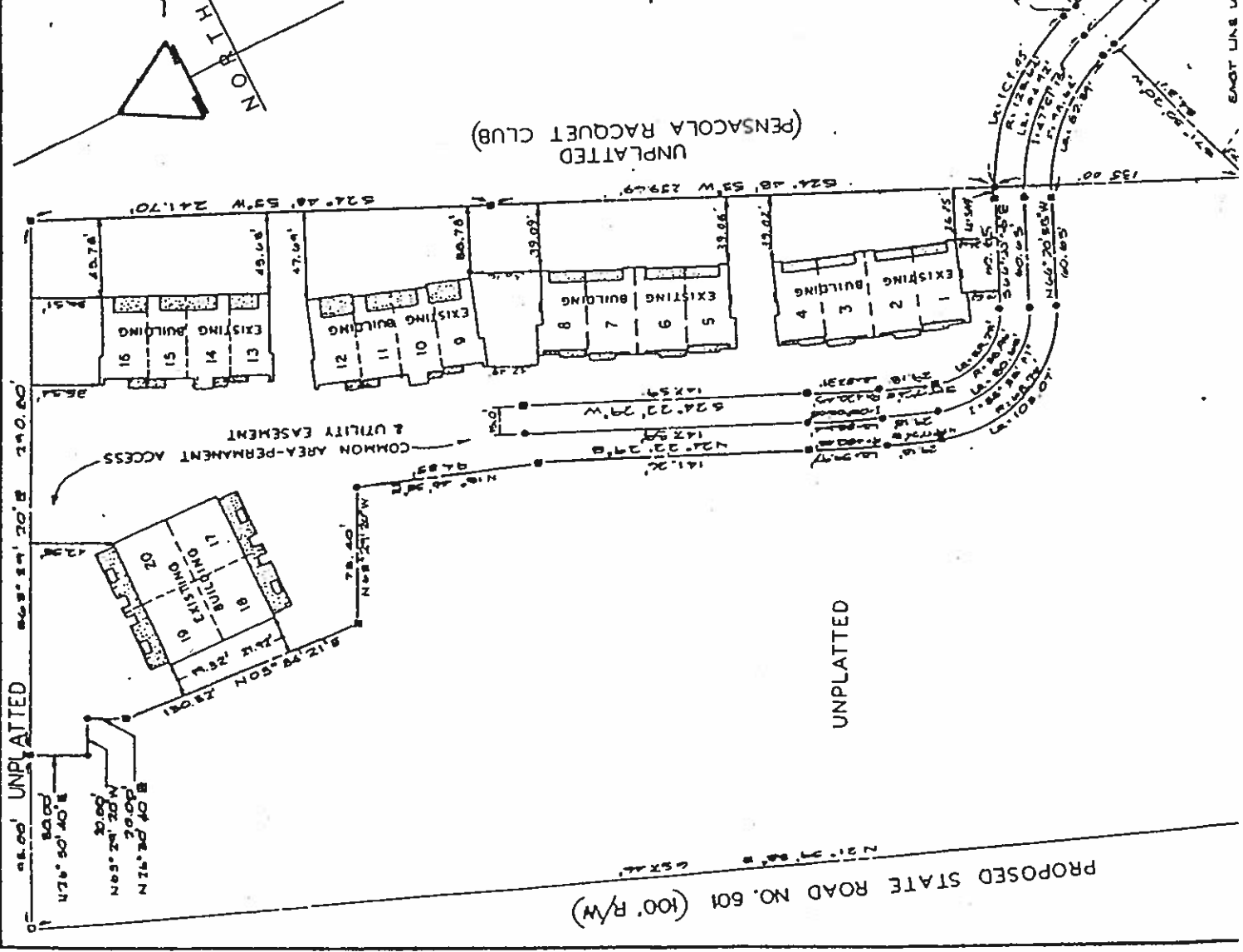
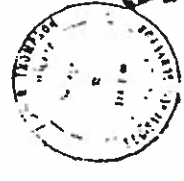


PREPARED BY:
**ASKERVILLE
 BONOVAN
 ENGINEERS, INC.** GULF BREEZE, FLORIDA

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THE SURVEY SHOWN ON SHEETS ONE AND TWO TO BE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

Frederic R. Thompson
 FREDERIC R. THOMPSON, REG. LAND SURVEYOR NO 3027



POC SW COR. LOT 5
 BLOCK D, SUMMIT PARK
 UNIT NO 2
 PLAT BOOK 7, PAGE 64

DESCRIPTION

COMMENCE AT THE SOUTHWEST CORNER OF LOT 5, BLOCK B, SUBDIVISION UNIT #2 AS RECORDED IN PLAT BOOK 7 AT PAGE 69 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA;

THENCE 60 NORTH 24 DEGREES 25 MINUTES 20 SECONDS EAST ALONG THE WESTERLY LINE OF THE AFORESAID SUPPIT PARK UNIT #2 AND THE NORTHERLY EXTENSION THEREOF A DISTANCE OF 750.00 FEET TO A CONCRETE MONUMENT;

THENCE 60 NORTH 63 DEGREES 29 MINUTES 40 SECONDS WEST A DISTANCE OF 300.00 FEET TO A CONCRETE MONUMENT;

THENCE 60 SOUTH 71 DEGREES 30 MINUTES 20 SECONDS WEST A DISTANCE OF 133.93 FEET TO THE POINT OF BEGINNING;

THENCE 60 SOUTH 18 DEGREES 29 MINUTES 40 SECONDS EAST A DISTANCE OF 100.00 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF BENTON STREET (60' R/W);

THENCE 60 SOUTH 71 DEGREES 30 MINUTES 20 SECONDS WEST ALONG THE AFORESAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 30.00 FEET;

THENCE 60 NORTH 18 DEGREES 29 MINUTES 40 SECONDS WEST A DISTANCE OF 107.53 FEET TO A POINT OF CURVATURE;

THENCE 60 ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 98.64 FEET AN ARC DISTANCE OF 92.39 FEET (CH=80.01'; CH BRG= N 42° 25' 18" W) TO A POINT OF TANGENCY;

THENCE 60 NORTH 66 DEGREES 55 SECONDS WEST A DISTANCE OF 60.65 FEET TO A POINT OF CURVATURE;

THENCE 60 ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 62.06 FEET AN ARC DISTANCE OF 103.07 FEET (CH=93.70'; CH BRG= N 23° 31' 46" W) TO A POINT OF TANGENCY;

THENCE 60 NORTH 19 DEGREES 17 MINUTES 24 SECONDS EAST A DISTANCE OF 29.10 FEET TO A POINT OF CURVATURE;

THENCE 60 ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 450.45 FEET AN ARC DISTANCE OF 39.97 FEET (CH=30.96'; CH BRG= N 27° 49' 58" E) TO A POINT OF TANGENCY;

THENCE 60 NORTH 24 DEGREES 22 MINUTES 29 SECONDS EAST A DISTANCE OF 141.26 FEET;

THENCE 60 NORTH 18 DEGREES 46 MINUTES 38 SECONDS EAST A DISTANCE OF 04.83 FEET;

THENCE 60 NORTH 63 DEGREES 29 MINUTES 20 SECONDS WEST A DISTANCE OF 73.40 FEET;

THENCE 60 NORTH 03 DEGREES 34 MINUTES 21 SECONDS EAST A DISTANCE OF 130.52 FEET;

THENCE 60 NORTH 26 DEGREES 30 MINUTES 40 SECONDS EAST A DISTANCE OF 20.00 FEET;

THENCE 60 NORTH 63 DEGREES 29 MINUTES 20 SECONDS WEST A DISTANCE OF 20.00 FEET;

THENCE 60 NORTH 26 DEGREES 30 MINUTES 40 SECONDS EAST A DISTANCE OF 30.00 FEET;

THENCE 60 SOUTH 63 DEGREES 29 MINUTES 20 SECONDS EAST A DISTANCE OF 290.80 FEET;

THENCE 60 SOUTH 24 DEGREES 48 MINUTES 53 SECONDS WEST A DISTANCE OF 501.39 FEET TO A POINT ON A CURVED LINE BEING CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 128.64 FEET;

THENCE 60 SOUTHEASTERLY ALONG THE SAID CURVE HAVING A RADIUS OF 128.64 FEET AN ARC DISTANCE OF 101.95 FEET (CH = 99.31', CH BRG = S - 41° 11' 56" E) TO A POINT OF TANGENCY;

THENCE 60 SOUTH 18 DEGREES 29 MINUTES 40 SECONDS EAST A DISTANCE OF 7.83 FEET TO THE POINT OF BEGINNING CONTAINING 2.30 ACRES.

TENNIS OASIS
A CONDOMINIUM

ACCORDING TO FIRST AMENDMENT TO DECLARAT OF CONDOMINIUM











SECTION 16, TOWNSHIP 1 SOUTH, RANGE 29 WEST PENSACOLA, ESCAMBIA COUNTY, FLORIDA APRIL, 1975

PREPARED BY: BASKERVILLE
MONOVAN
ENGINEERS, INC., GULF BREEZE, FLORIDA

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON ARE REFERENCED TO THE PLAT OF SUPPIT PARK SUBDIVISION UNIT #2 AS RECORDED IN PLAT BOOK 7 AT PAGE 69 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
2. DIMENSIONS TO BUILDING CORNERS ARE PERPENDICULAR TO THE PROPERTY LINE.

LEGEND

-  DENOTES ROOF OVERHANG
-  DENOTES UNIT NUMBER
-  DENOTES CONCRETE PATIO
-  DENOTES PERMANENT REFERENCE MONUMENTS
-  DENOTES PERMANENT CONTROL POINTS
-  P.O.C. DENOTES POINT OF COMMENCEMENT
-  P.O.B. DENOTES POINT OF BEGINNING
-  DENOTES PROPERTY LINE
-  DENOTES DEGREES
-  DENOTES FEET OR MINUTES

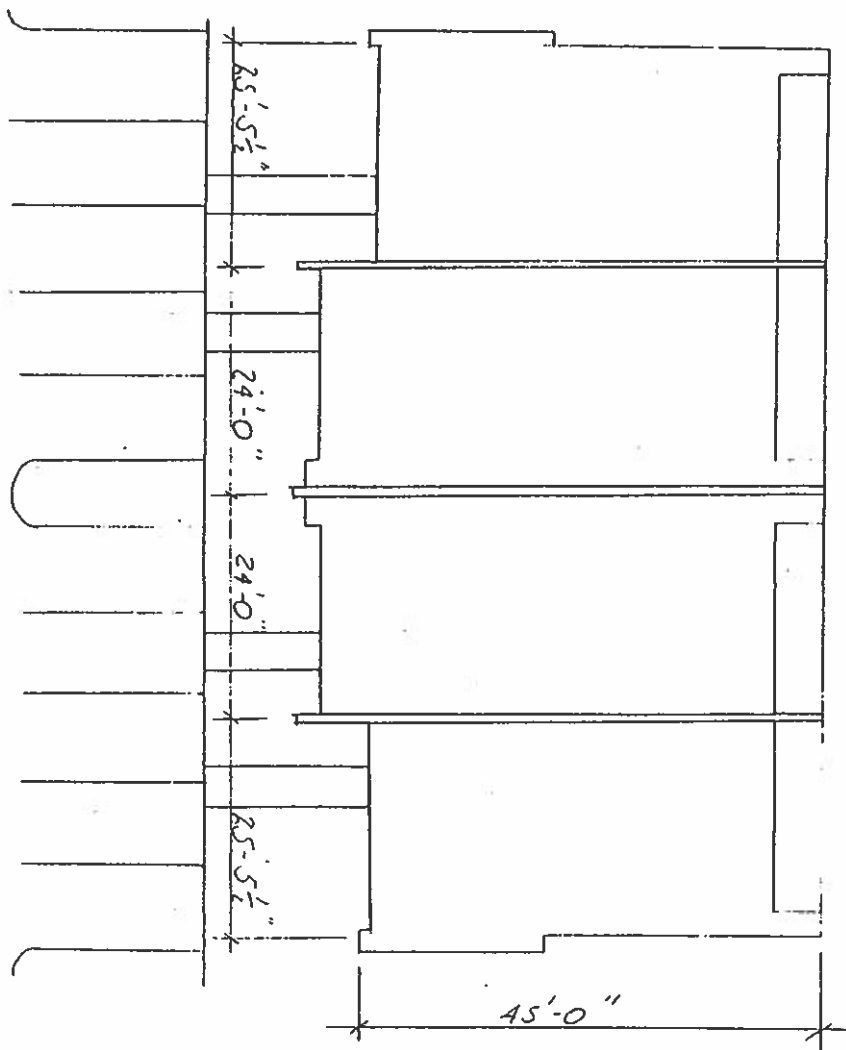
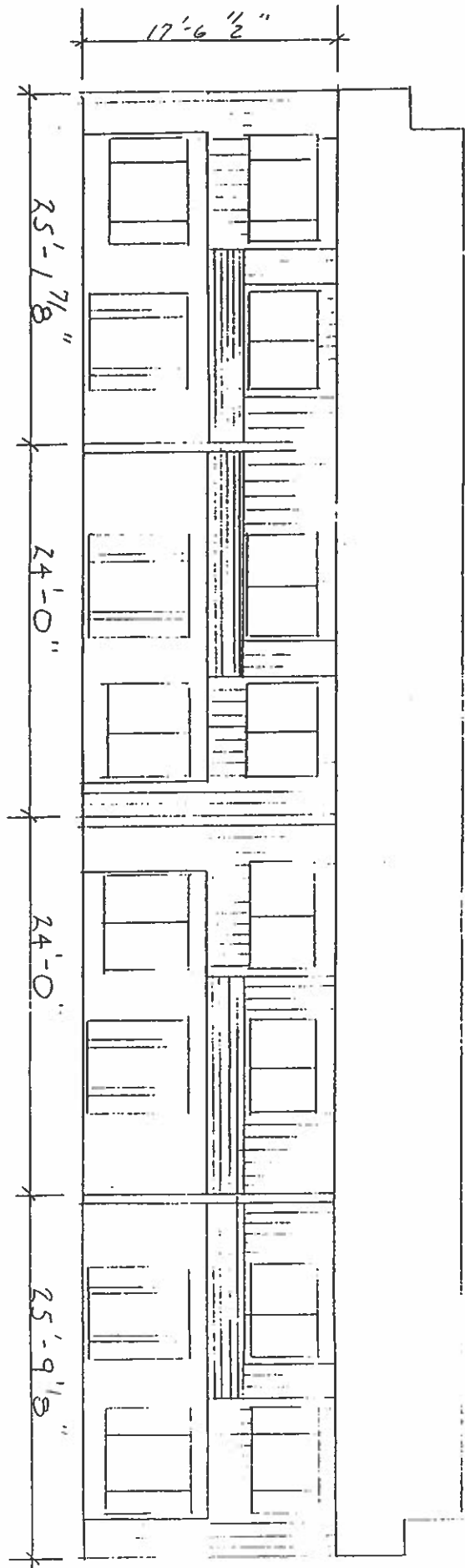
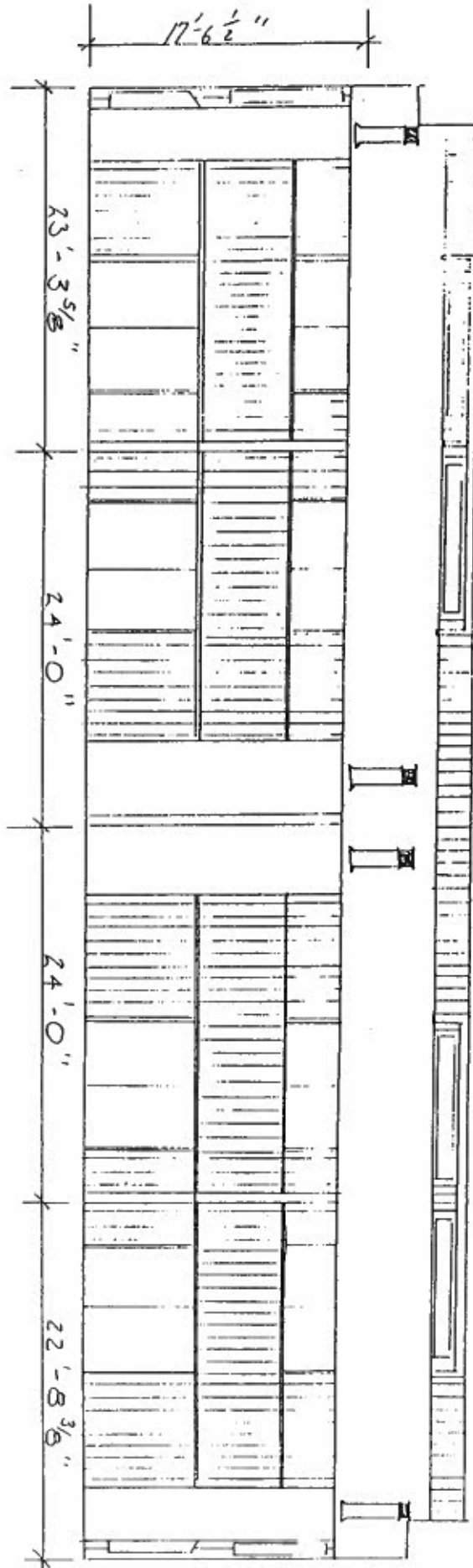


EXHIBIT 2A
FLOOR PLAN OF BUILDING TYPE "C"

FRONT ELEVATION



REAR ELEVATION



C E R T I F I C A T E

I, FRED R. THOMPSON, Registered Land Surveyor No. 3027 of the State of Florida, hereby certify that the construction of the improvements described in First Amendment to Tennis Oasis Townhouse Condominium I is substantially complete so that the material, together with the provisions of the original Declaration of Condominium and the first amendment thereto describing the condominium property, is an accurate representation of the location and dimensions of the improvements and that the identification, location and dimensions of the common elements and of each unit can be determined from these materials.

Fred R. Thompson
FRED R. THOMPSON
State of Florida
Registered Land Surveyor No. 3027



FILED & RECORDED IN
THE PUBLIC RECORDS OF
ESCAMBIA CO. FLA. ON
OCT 4 10 59 AM '78
JOE A. FLOWERS, COUNTY CLERK
ESCAMBIA COUNTY

906029

Prepared by:
KOLLIN D. DAVIS, JR., of
Rhett, Fleming, Davis & Menger
Seventh Floor, Seville Tower
Pensacola, Florida

CERTIFICATE OF AMENDMENT

WHEREAS, the Declaration of Condominium of Tennis Oasis Townhouse Condominium I was recorded in Official Record Book 900 at Pages 387 through 429, inclusive, of the public records of Escambia County, Florida, and the first Amendment to Declaration of Condominium was recorded in Official Record Book 1262 at Pages 58 through 72, inclusive, of said public records, which amendment added 8 additional units to the original 12 units, and hereafter in this instrument reference to the Declaration shall be construed to mean the Declaration as amended, and

WHEREAS, that Declaration provides that the Declaration may be amended by approval of not less than two-thirds of the unit owners in matters including the matter in the amendment shown below, and

WHEREAS, after due and specific notice to the unit owners of the proposed amendment in conformance with the Declaration and By-Laws of the Association, at the annual meeting of the membership of Tennis Oasis Condominium Association, Inc., a Florida corporation not for profit, at least two-thirds of the unit owners (membership) approved the following amendment to the Declaration of Condominium of Tennis Oasis Townhouse Condominium, as amended, in the manner set forth below in this certificate:

1. Paragraph A.1. of Article XIV of the Declaration is amended as follows:

A. By Unit Owners: The responsibility of a unit owner is as follows:

1. To maintain in good condition and to repair and to replace at his expense all portions of his unit and all interior surfaces within or surrounding his townhouse unit (such as the surfaces of the walls, ceiling, and floors), and to maintain and to repair the fixtures therein, plumbing, and the air conditioning equipment, and to pay for any utilities which are separately metered to his unit. Every unit owner must perform promptly all maintenance and repair work within his unit, as aforesaid, which, if omitted, would affect the condominium property and the condominium project in its entirety or in a part belonging to other damages and liability that his failure to do so may engender. Said unit shall be maintained and repaired in accordance with the building plans originally utilized by the Developer, copies of

0111023388 941

which are to be on file in the office of the Association, except for changes or alterations approved by the Board of Directors as provided in this Declaration. In Addition, each unit owner must pay one-half of the outside repair and maintenance costs to his unit, exclusive of roof repairs, which cost determination of one-half for each unit shall be in the sole discretion of the Board of Directors of the Association. The remaining one-half of the cost shall be treated as a common expense and paid by the Association, and the responsibility for roof repair and replacement shall remain wholly as a common expense of the condominium.

IN WITNESS WHEREOF, this certificate is executed by Tennis Oasis Townhouse Condominium Association, Inc., through its president and attested by its secretary this 6 day of May, 1987.

Signed, sealed, and delivered, in the presence of:

1. [Signature]
2. [Signature]

TENNIS OASIS TOWNHOUSE CONDOMINIUM ASSOCIATION, INC., A CORPORATION

By [Signature]
Robert Houston, as President

(CORPORATE SEAL)

ATTEST:

[Signature]
Dorothy Krehl, as Secretary

The foregoing instrument was acknowledged before me this 6 day of May, 1987, by Robert Houston, as President, and Dorothy Krehl, as Secretary, of Tennis Oasis Townhouse Condominium, Inc., a Florida corporation not for profit, on behalf of the corporation.

[Signature]
Notary Public
My commission expires: _____



Certified to be a true copy the original on file in this office Witness my hand and official seal ERNIE LEE MAGAHA Clerk of the Circuit Court Escondido County, Florida By: [Signature] D.C. Date: 11/18/87



FILED AND RECORDED IN PUBLIC RECORDS OF ESCONDO COUNTY, FLA. MAY 18 4 32 PM '87

547158

**Certificate of Amendment
of
Declaration of Condominium
Tennis Oasis Townhouse Condominium Association, Inc.**

WHEREAS, the Declaration of Condominium of Tennis Oasis Townhouse Condominium I was recorded in Official Record Book 900 at pages 387 through 429, inclusive, of the public records of Escambia County, Florida, and the First Amendment to Declaration of Condominium was recorded in Official Record Book 1262 at Pages 58 through 72, inclusive, of said public records, which added 8 additional units to the original 12 units, and the Second Amendment to Declaration of Condominium was recorded in Official Record Book 2398 at Pages 941 through 942, inclusive, of said public records which amended Paragraph A.1 of Article XIV to share the cost of repairs to the exterior of buildings (excluding the roof) between the Association and unit owner, and hereafter in this instrument reference to the Declaration shall be construed to mean the Declaration as amended, and

WHEREAS, that Declaration provides that the Declaration may be amended by approval of not less than two-thirds (2/3) of the unit owners in matters including the matter in the amendment shown below, and

WHEREAS, after due and specific notice to the unit owners of the proposed amendment in conformance with the Declaration and Bylaws of the Association, at the annual meeting of the membership of Tennis Oasis Townhouse Condominium Association, Inc., a Florida corporation not for profit, at least two-thirds (2/3) of the unit owners (membership) approved the following amendments to the Declaration of Condominium of Tennis Oasis Townhouse Condominium, as amended, in the manner set forth in this certificate:

1. Paragraph A.1. of Article XIV of the Declaration is amended as follows:

A. By Unit Owners: The responsibility of a unit owner is as follows:

1. To maintain in good condition and to repair at his/her expense all interior portions of his/her unit and all interior surfaces within or surrounding his/her townhouse unit (such as the surfaces of the walls, ceiling, and floors), and to maintain and to repair the fixtures therein, including the air conditioning equipment (interior and exterior components), and to pay for any utilities which are separately metered to his/her unit. Every unit owner must perform promptly all maintenance and repair work within his/her unit, as aforesaid, which, if omitted, would affect the condominium property and the condominium project in its entirety or in a part belonging to other damages and liability that his/her failure to do so may engender. Said unit shall be maintained and repaired in accordance with the building plans originally utilized by the Developer, copies of which are to be on file in the office of the Association, except for changes or alterations approved by the Board of Directors as provided in this Declaration. In

addition, each unit owner shall pay one-half (1/2) of the outside repair and maintenance costs to his/her unit, exclusive of roof repairs and routine cleaning and painting, the cost determination of one-half (1/2) for each unit being the sole discretion of the Board of Directors of the Association. The remaining one-half (1/2) of the cost shall be treated as a common expense and paid by the Association. The responsibility for roof repair and/or replacement shall remain wholly as a common expense of the Association. Furthermore, one-half (1/2) of the material cost of repair or replacement of external doors (exclusive of storm doors), and operable windows shall also be treated as a common expense. The remaining one-half (1/2) of the material cost and all of the labor cost shall be paid for by the unit owner. The cost of upgrading beyond a reasonable replacement of the original quality of these components shall be the sole responsibility of the unit owner.

2. Paragraph C of Article XVII of the Declaration is amended as follows:

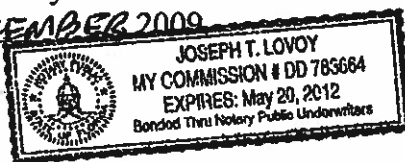
(c) A unit owner shall show no sign, advertisement or notice of any type on the Common Elements or in or upon his/her unit, except as advertisement for sale or rental of his unit. This advertisement for sale or rental shall only be a part of a single sign on common element property adjacent to the entry of the condominium complex, that single sign being provided and managed by the Association. The design and exact placement of the sign and all advertisements thereon shall be the sole discretion of the Board to ensure an attractive appearance, durability, clarity of message, and to comply with all legal requirements. All requests for use of this common sign shall be submitted to the Secretary of the Board in a timely fashion to ensure compliance with the current sign specifications. The cost of the base sign and Tennis Oasis name caption shall be paid for by the Association. The cost of the individual sales or rental sign shall be paid for by the unit owner and/or the sales/rental agent.

3. Article XX, Show existing paragraph as paragraph A., and add paragraph B as follows:

B. The Association may levy reasonable fines against a unit for the failure of the owner of the unit, or its occupant, licensee, or invitee, to comply with any provisions of the Declaration, the Association Bylaws, or reasonable rules of the Association. No fine will become a lien against a unit. No fine may exceed \$100 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such

fine shall in the aggregate exceed \$1000. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other unit owners who are neither Board members nor persons residing in a Board member's household. If the committee does not agree with the fine, the fine may not be levied. The provisions of this subsection do not apply to unoccupied units.

IN WITNESS WHEREOF, this certificate of amendments is executed by Tennis Oasis Townhouse Condominium Association, Inc. through its president and attested by the members of the Board of Directors listed below this 2ND day of DECEMBER 2009



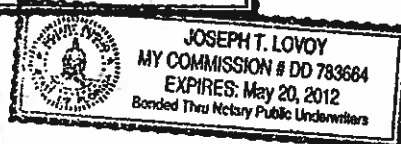
Gerald G. Day
Gerald G. Day, President

Attested By:

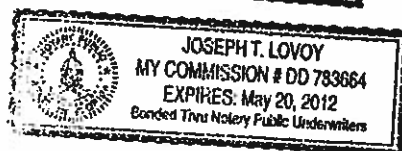
Ann Davis
Ann Davis, Secretary



Linda Balink-White
Linda Balink-White, Treasurer

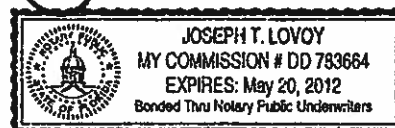


Cathy Dale Adkison
Cathy Dale Adkison



The foregoing instrument was acknowledged and executed before me this 2ND day of DECEMBER, 2009 by the above listed members of the Board of Directors of Tennis Oasis Townhouse Condominium Association, Inc., a Florida Corporation not for profit, on behalf of the corporation.

Joseph T. Lovoy
Notary Public



**Fourth Certificate of Amendment
of
Declaration of Condominium
Tennis Oasis Townhouse Condominium Association, Inc.**

WHEREAS, the Declaration of Condominium of Tennis Oasis Townhouse Condominium I was recorded in Official Record Book 900 at pages 387 through 429, inclusive, of the public records of Escambia County, Florida, and the First Amendment to Declaration of Condominium was recorded in Official Record Book 1262 at Pages 58 through 72, inclusive, of said public records, which added 8 additional units to the original 12 units, and the Second Amendment to Declaration of Condominium was recorded in Official Record Book 2398 at Pages 941 through 942, inclusive, of said public records which amended Paragraph A. 1 of Article XIV to share the cost of repairs to the exterior of buildings (excluding the roof) between the Association and unit owner, and the Third Amendment to Declaration of Condominium was recorded in Official Record Book 6537 at Pages 774 through 776, inclusive, of said public records which also amended Paragraph A. 1 of Article XIV to further clarify the sharing of the cost of repairs to the exterior of buildings, and also amended Paragraph C of Article XVII to clarify the logistics of signage for sale and/or rental of units, and also amended Article XX to add Paragraph B to specify a system of fines for owner's non-compliance with the guiding documents of the Association, and hereafter in this instrument reference to the Declaration shall be construed to mean the Declaration as amended, and

WHEREAS, that Declaration provides that the Declaration may be amended by approval of not less than two-thirds (2/3) of the unit owners in matters including the matter in the amendment shown below, and

WHEREAS, after due and specific notice to the unit owners of the proposed amendment in conformance with the Declaration and Bylaws of the Association, at the annual meeting of the membership of Tennis Oasis Townhouse Condominium Association, Inc., a Florida corporation not for profit, at least two-thirds (2/3) of the unit owners (membership) approved the following amendment to the Declaration of Condominium of Tennis Oasis Townhouse Condominium, as amended, in the manner set forth in this certificate:

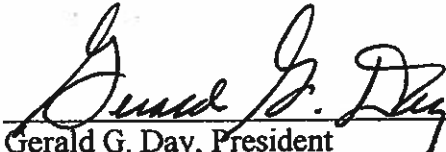
1. Paragraph A.2. of Article XIV of the Declaration is amended as follows:

A. By Unit Owners: The responsibility of a unit owner is as follows:


2. Not to paint or make any alteration, decoration, repair, replacement or change to any outside or exterior portion of each unit as originally constructed, including doors, windows and shutters, without the written approval of the Board of Directors. In no case shall any alteration be made which encloses any part of a patio area as originally constructed with the unit.

Page 2—Amendment to Declaration, Tennis Oasis Townhouse Condominium Assoc.

IN WITNESS WHEREOF, this certificate of amendment is executed by Tennis Oasis Townhouse Condominium Association, Inc. through its president and attested by the members of the Board of Directors listed below this 15th day of DECEMBER, 2010.

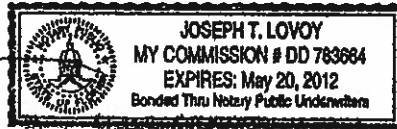

Gerald G. Day, President

Attested By:

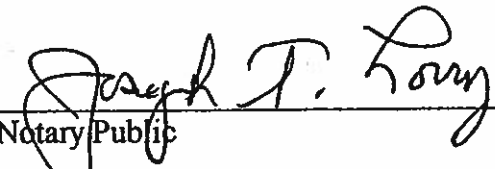

Ann Davis, Secretary


Linda Balink-White, Treasurer


Bill Day



The foregoing instrument was acknowledged and executed before me this 15th day of DECEMBER, 2010 by the above listed members of the Board of Directors of Tennis Oasis Townhouse Condominium Association, Inc., a Florida Corporation not for profit, on behalf of the corporation.


Notary Public

**Fifth Certificate of Amendment
of
Declaration of Condominium
Tennis Oasis Townhouse Condominium Association, Inc.**

WHEREAS, the Declaration of Condominium of Tennis Oasis Townhouse Condominium I was recorded in Official Record Book 900 at pages 387 through 429, inclusive, of the public records of Escambia County, Florida, and the First Amendment to Declaration of Condominium was recorded in Official Record Book 1262 at Pages 58 through 72, inclusive, of said public records, which added 8 additional units to the original 12 units, and the Second Amendment to Declaration of Condominium was recorded in Official Record Book 2398 at Pages 941 through 942, inclusive, of said public records which amended Paragraph A.1 of Article XIV to share the cost of repairs to the exterior of buildings (excluding the roof) between the Association and unit owner, and the Third Amendment to Declaration of Condominium was recorded in Official Record Book 6537 at Pages 774 through 776, inclusive, of said public records which also amended Paragraph A.1 of Article XIV to further clarify the sharing of the cost of repairs to the exterior of buildings, and also amended Paragraph C of Article XVII to clarify the logistics of signage for sale and/or rental of units, and also amended Article XX to add Paragraph B to specify a system of fines for owner's non-compliance with the guiding documents of the Association, and the Fourth Amendment to Declaration of Condominium was recorded in Official Record Book 6672 at pages 1091 through 1092, inclusive, of said public records which amended Paragraph A.2 of Article XIV to restrict any enclosure of a patio area, and hereafter in this instrument reference to the Declaration shall be construed to mean the Declaration as amended, and

WHEREAS, that Declaration provides that the Declaration may be amended by approval of not less than two-thirds (2/3) of the unit owners in matters including the matter in the amendment shown below, and

WHEREAS, after due and specific notice to the unit owners of the proposed amendment in conformance with the Declaration and Bylaws of the Association, at least two-thirds (2/3) of the unit owners (membership) of Tennis Oasis Townhouse Condominium Association, Inc., a Florida corporation not for profit, approved the following amendment to the Declaration of Condominium of Tennis Oasis Townhouse Condominium, as amended, in the manner set forth in this certificate:

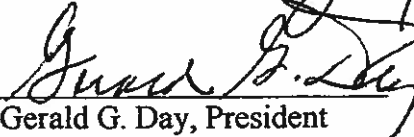
1. Paragraph A.1. of Article XIV of the Declaration is amended as follows:

A. By Unit Owners: The responsibility of a unit owner is as follows:

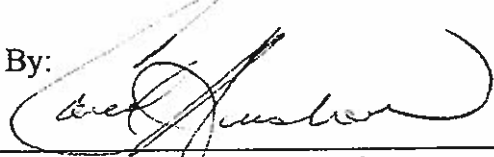
1. To maintain in good condition and to repair at his/her expense all interior portions of his/her unit and all interior surfaces within or surrounding his/her townhouse unit (such as the surface of the walls, ceiling, and floors), and to maintain and to repair the fixtures therein, including the air conditioning equipment (interior and exterior


components), and to pay for any utilities which are separately metered to his/her unit. Replacement of windows shall also be the sole responsibility of the unit owner unless the replacement is necessary due to an event covered by insurance maintained by the Association, in which case the Association shall pay the full amount of labor and materials. Every unit owner must perform promptly all maintenance and repair work within his/her unit, as aforesaid, which, if omitted, would affect the condominium property and the condominium project in its entirety or in a part belonging to other damages and liability that his/her failure to do so may engender. Said unit shall be maintained and repaired in accordance with the building plans originally utilized by the Developer, copies of which are to be on file in the office of the Association, except for changes or alterations approved by the Board of Directors as provided in this Declaration. In addition, each unit owner shall pay one-half (1/2) of the outside repair and maintenance costs to his/her unit, exclusive of roof repairs and routine cleaning and painting, the cost determination of one-half (1/2) of each unit being the sole discretion of the Board of Directors of the Association. The remaining one-half (1/2) of the cost shall be treated as a common expense of the Association. Furthermore, one-half (1/2) of the material cost of repair or replacement of external doors (exclusive of storm doors) shall also be treated as a common expense. The remaining one-half (1/2) of the material cost and all of the labor cost shall be paid by the unit owner. The cost of upgrading beyond a reasonable replacement of the original quality of these components shall be the sole responsibility of the unit owner.

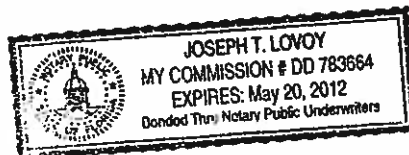
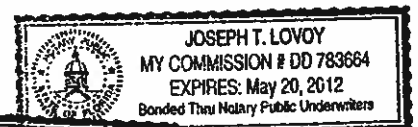
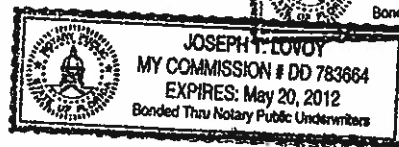
IN WITNESS WHEREOF, this certificate of amendment is executed by Tennis Oasis Townhouse Condominium Association, Inc. through its president and attested by the members of the Board of Directors listed below this 13th day of July, 2011.


Gerald G. Day, President

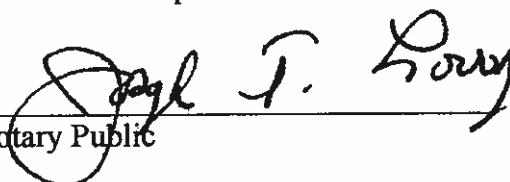
Attested By:


Carol Ausborn, Board Member

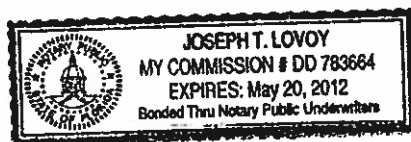

Bill Day, Board Member



The foregoing instrument was acknowledged and executed before me this
13th day of JULY, 2011 by the above listed members of the
Board of Directors of Tennis Oasis Townhouse Condominium Association, Inc.,
a Florida Corporation not for profit, on behalf of the corporation.



Notary Public



**AMENDMENT TO DECLARATION
OF
TENNIS OASIS TOWNHOUSE CONDOMINIUMS
SECTION XIV, PARAGRAPH A.2**

XIV. Maintenance and Repairs

A. By Unit Owners: The responsibility of a unit owner is as follows:

Existing Language:

2. "Not to paint or make any alteration, decoration, repair, replacement or change of or on the Common Elements or to any outside or exterior portion of each unit, including doors, windows or shutters, without the written approval of the Board of Directors,"

Proposed Language:

2. "Not to paint or make any alteration, decoration, repair, replacement or change to any outside or exterior portion of each unit as originally constructed, including doors, windows or shutters, without the written approval of the Board of Directors. In no case shall any alteration be made which encloses any part of a patio area as originally constructed with the unit;"
- Eliminates reference to Common Elements, which requires 75% approval of the membership by state law
 - Clarifies the subject of patio enclosures

**Sixth Certificate of Amendment
of
Declaration of Condominium
Tennis Oasis Townhouse Condominium Association, Inc.**

WHEREAS, the Declaration of Condominium of Tennis Oasis Townhouse Condominium I was recorded in Official Record Book 900 at pages 387 through 429, inclusive, of the public records of Escambia County, Florida, and the First Amendment to Declaration of Condominium was recorded in Official Record Book 1262 at Pages 58 through 72, inclusive, of said public records, which added 8 additional units to the original 12 units, and the Second Amendment to Declaration of Condominium was recorded in Official Record Book 2398 at Pages 941 through 942, inclusive, of said public records which amended Paragraph A.1 of Article XIV to share the cost of repairs to the exterior of buildings (excluding the roof) between the Association and unit owner, and the Third Amendment to Declaration of Condominium was recorded in Official Record Book 6537 at Pages 774 through 776, inclusive, of said public records which also amended Paragraph A.1 of Article XIV to further clarify the sharing of the cost of repairs to the exterior of buildings, and also amended Paragraph C of Article XVII to clarify the logistics of signage for sale and/or rental of units, and also amended Article XX to add Paragraph B to specify a system of fines for owner's non-compliance with the guiding documents of the Association, and the Fourth Amendment to Declaration of Condominium was recorded in Official Record Book 6672 at pages 1091 through 1092, inclusive, of said public records which amended Paragraph A.2 of Article XIV to restrict any enclosure of a patio area, and the Fifth Amendment to Declaration of Condominium was recorded in Official Record Book 6471 at pages 851 through 853, inclusive, of said public records which amended Paragraph A.1 of Article XIV to assign sole responsibility for window replacement to the unit owner, and hereinafter in this instrument reference to the Declaration shall be construed to mean the Declaration as amended, and

WHEREAS, that Declaration provides that the Declaration may be amended by approval of not less than two-thirds (2/3) of the unit owners in matters including the matter in the amendment shown below, and

WHEREAS, after due and specific notice to the unit owners of the proposed amendment in conformance with the Declaration and Bylaws of the Association, at least two-thirds (2/3) of the unit owners (membership) of Tennis Oasis Townhouse Condominium Association, Inc., a Florida corporation not for profit, approved the following amendment to the Declaration of Condominium of Tennis Oasis Townhouse Condominium, as amended, in the manner set forth in this certificate:

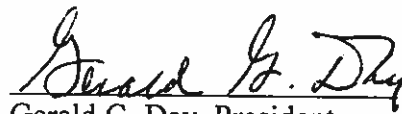
1. Paragraph A.1. of Article XIV of the Declaration is amended as follows:

A. By Unit Owners: The responsibility of a unit owner is as follows:

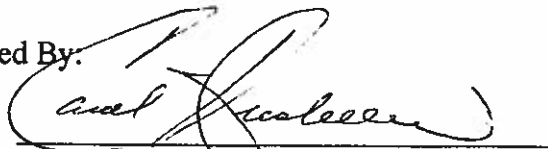
1. To maintain in good condition and to repair at his/her expense all interior portions of his/her unit and all interior surfaces within or

surrounding his/her townhouse unit (such as the surface of the walls, ceiling, and floors), and to maintain and to repair the fixtures therein, including the air conditioning equipment (interior and exterior components), and to pay for any utilities which are separately metered to his/her unit. Replacement of windows shall also be the sole responsibility of the unit owner unless the replacement is necessary due to an event covered by insurance maintained by the Association, in which case the Association shall pay the full amount of labor and materials. For external sliding glass doors, one-half (1/2) of the material cost of repair or replacement shall be treated as a common expense. The remaining one-half (1/2) of the material cost and all of the labor shall be paid by the unit owner. The cost of upgrading beyond a reasonable replacement of the original quality of these components shall be the sole responsibility of the unit owner. Every unit owner must perform promptly all maintenance and repair work within his/her unit, as aforesaid, which, if omitted, would affect the condominium property and the condominium project in its entirety or in a part belonging to other damages and liability that his/her failure to do so may engender. Said unit shall be maintained and repaired in accordance with the building plans originally utilized by the Developer, copies of which are to be on file in the office of the Association, except for changes or alterations approved by the Board of Directors as provided in this Declaration.

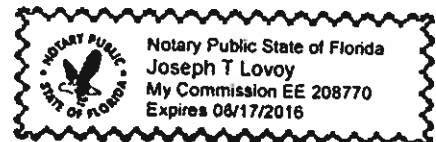
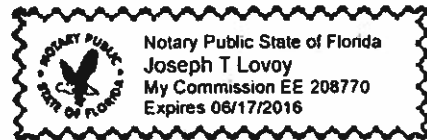
IN WITNESS WHEREOF, this certificate of amendment is executed by Tennis Oasis Townhouse Condominium Association, Inc. through its president and attested by the members of the Board of Directors listed below this 11th day of December, 2013.


Gerald G. Day, President

Attested By:


Carol Ausborn, Board Member

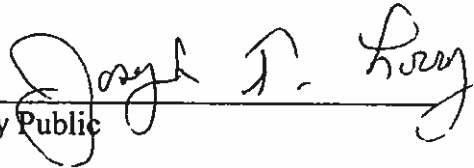

Biff Day, Board Member



The foregoing instrument was acknowledged and executed before me this 11th day of DECEMBER, 2013 by the above listed members of the Board of Directors of

Page 3—Amendment to Declaration, Tennis Oasis Townhouse Condominium Assoc.

Tennis Oasis Townhouse Condominium Association, Inc., a Florida Corporation not for profit, on behalf of the corporation.


Notary Public