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VOLUSIA CO., FL

VOLUSIA CO., FL 011388

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AFFIDAVIT FOR RECORDING OF THE RESTATED AND AMENDED
DECLARATION, ARTICLES OF INCORPORATION, AND BY-LAWS OF
THE SANDPIPER OWNERS ASSOCIATION, INC., a Condominium

We, the undersigned President and Secretary of SANDPIPER OWNERS ASSOCIATION, INC., a Florida corporation not for profit, do hereby swear and affirm that the documents which follow were amended by the unit owners in a special meeting held November 24, 1990, in accordance with the manner required by the Articles of Incorporation, the Declaration of Condominium as first recorded on March 20, 1972, in Book 1398, at page 217, and on October 22, 1973, in Book 1673, at page 1, all in the Public Records of Volusia County, Florida, and as later amended, the By-Laws, and the Florida Condominium Act. The documents are:

1. Amendment and Restatement of the Declaration of Condominium of the SANDPIPER, A CONDOMINIUM, dated November 24, 1990.
2. Restatement of Articles of Incorporation of the SANDPIPER OWNERS ASSOCIATION, INC., dated November 24, 1990.
3. Amendment to and substantial Restatement of the By-Laws of the SANDPIPER OWNERS ASSOCIATION, INC., dated November 24, 1990.

Attest:

SANDPIPER OWNERS ASSOCIATION, INC.,
a Florida corporation

Secretary

By:

President

Signed, sealed and delivered

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this 24th day of November, 1990, before me personally appeared Patricia Schwartz and Harry C. Brown, President and Secretary respectively, of SANDPIPER OWNERS ASSOCIATION, INC., a Florida corporation, to me known and known to me to be the persons who executed the foregoing instrument as such officer, and they severally acknowledged execution thereof to be their free act and deed as such officers for the uses and purposes therein expressed, and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid the say and year last aforesaid.

My commission expires

Notary Public, State of Florida

My Commission Expires April 14, 1993

Bonded Thru Troy Fain - Insurance Inc.

John F. Bolo
Notary Public, State of Florida

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AMENDMENT AND RESTATEMENT

DECLARATION OF CONDOMINIUM

OF

THE SANDPIPER

A CONDOMINIUM

NEW SMYRNA BEACH, FLORIDA

1. SUBSTANTIAL REWORDING OF DECLARATION. The SANDPIPER OWNERS ASSOCIATION, INC., a non-profit Florida corporation of New Smyrna Beach, Florida, does hereby pursuant to Chapter 718, Florida Statutes 1989, known as "The Condominium Act," amend and substantially reword its Declaration of Condominium, its present text first recorded in Official Record Book 1398 at Page 217 and Book 1673 at Page 1, both as later amended to the land and improvements situated, lying and being in the County of Volusia, State of Florida, being more particularly described in Exhibit "A" attached and illustrated on Exhibit "B" attached.

2. NAME. The name by which this condominium is known and identified is ~~THE SANDPIPER~~, a Condominium, and its address is 5501 South Atlantic Avenue, New Smyrna Beach, Florida, 32169.

3. INTENT. The Owners of the SANDPIPER wish to emphasize that it was their expectation to buy into, and is their intent to remain a residential condominium, as defined in the Florida Condominium Act, of congenial financially responsible owners and residents who do not wish to engage in the fast pace of a commercial beachfront enterprise.

3A. DEVELOPMENT. A survey of the land subject to this condominium, together with such site plans and floor plans as are necessary to graphically describe the improvements in which units are located and identify each unit by number and the common elements and their respective locations and approximate dimensions are recorded in Official Record Book 1398, Page 240, Public Records of Volusia County, Florida, and incorporated herein. The condominium units shall be known and numbered as described in said Official Records Book at the aforementioned pages.

4.

4.1 TYPICAL UNIT PLANS. There are three typical unit floor plans that are attached hereto as Exhibits C-1, C-2 and C-3.

4.2 UNIT BOUNDARIES. Each unit shall include that part of the building containing the unit that lies within the boundaries of the unit, which boundaries are illustrated with particularity in Exhibits attached, but substantially as follows:

A. UPPER AND LOWER BOUNDARIES. The upper and lower boundaries of each unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

1. Upper boundary - the horizontal plane of the undecorated finished ceiling.
2. Lower boundary - the horizontal plane of the undecorated finished floor.

B. PERIMETRICAL BOUNDARIES. The perimetrical boundaries of each unit shall be the vertical planes of the undecorated finished interior of the walls bounding each unit extended to the intersections with each other and with the lower and upper boundaries and shall include windows and doors.

4.3 LOT "A". That which is not contained within the boundaries of the units shall be known as Lot "A", and shall be considered as common elements, or as limited common elements where so designated in this Declaration of Condominium.

5. DEFINITIONS. All terms used in this Declaration of Condominium and its exhibits shall have the meanings stated in The Condominium Act (Section 718.103 Florida Statutes 1989) and as follows unless the context otherwise requires:

5.1 ASSOCIATION means SANDPIPER OWNERS ASSOCIATION, INC., a non-profit corporation and its successors.

5.2 UNIT means apartment or unit as defined by the Condominium Act; to-wit: the part of the condominium property subject to private ownership.

5.3 OWNER means unit owner as defined by The Condominium Act; to-wit: the Owner of a condominium unit.

5.4 COMMON ELEMENTS shall include the tangible personal property required for the maintenance and operation of

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the condominium even though owned by the Association, as well as the items and real property and improvements stated in The Condominium Act.

5.5 LIMITED COMMON ELEMENTS where there is attached to the building a balcony, loggia, terrace, canopy, stairway or other portion of the building serving only the unit being bounded, such appurtenance, including fixtures thereon, shall be considered limited common elements.

5.6 COMMON EXPENSES INCLUDE:

(1) Expenses of administration; expenses of maintenance, operation, repair or replacement of the common elements, and of the portions of units to be maintained by the Association.

(2) Expenses declared by provisions of this Declaration of Condominium or the By-laws.

(3) Any valid charge against the Condominium property as a whole.

(4) Charges for utility services except such services as are metered separately to each unit.

5.7 CONDOMINIUM means all of the condominium property as a whole when the context so permits, as well as the meaning stated in The Condominium Act.

5.8 SINGULAR, PLURAL, GENDER, whenever the context so permits, the use of the plural shall include the singular, the plural, and the use of any gender shall be deemed to include all genders.

5.9 UTILITY SERVICES as used in The Condominium Act. and as construed with reference to this condominium, and as used in the Declaration of Condominium and By-laws, shall include but not be limited to electric power, gas, hot and cold water, garbage and sewage disposal and cable-television apparatus.

6. THE CONDOMINIUM ACT. Chapter 718, Florida Statutes 1989, is incorporated herein by reference, and all provisions thereof shall apply to this condominium.

7. OWNERSHIP OF COMMON ELEMENTS. The share owned by each owner in the common elements appurtenant to each unit is equal.

8. OPERATION OF ASSOCIATION. The operation of the condominium shall be vested in the SANDPIPER OWNERS ASSOCIATION, INC., a non profit Florida corporation. The amended Articles of Incorporation are attached as Exhibit "E" and said Articles and all subsequent amendments thereto are incorporated herein by reference. The amended By-laws of said corporation are attached hereto as Exhibit "F" and are incorporated herein by reference. The operation of the condominium shall be governed by the amended Articles of Incorporation and amended By-laws.

9. COMMON EXPENSES; LIABILITIES; LIEN AND PRIORITIES; INTEREST AND COLLECTION AND REASONABLE FINES. A unit's owner, regardless of how title is required, shall be liable for his/her share of all common expenses coming due while he/she is the owner of the unit. In a voluntary conveyance, the grantor shall be jointly and severally liable with the grantee for the unit share of unpaid common expenses up to the time of such voluntary conveyance.

9.1 The liability for common expenses may not be avoided by waiver of the use or enjoyment of any common elements, or by abandonment of the unit.

9.2 A unit's share of the common expenses and installments thereon, not paid within ~~fifteen (15)~~ days of due date, shall bear a uniform monthly charge until paid, as previously determined by the Board of Directors.

9.3 The Association shall have a lien on each condominium parcel for the unit share of any unpaid common expenses, and interest thereon against the owner of such condominium parcel until paid. Such lien shall also include reasonable attorney fees incurred by the Association incident to the collection of such common expenses or enforcement of such lien. Such lien shall be executed in and recorded in the Public Records of Volusia County, Florida, in the manner provided by law, but such lien shall be subordinate to the lien of any mortgage or other liens recorded prior to the time of recording of the claim of lien by the Association.

9.4 Liens for the unit share of common expenses may be foreclosed by suit brought in the name of the Association in a

like manner as a foreclosure of mortgage on real property as more fully set forth in Chapter 718, Florida Statutes 1989.

9.5 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 provision 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 \$50 nor may any fine be levied except after giving reasonable notice and opportunity for a hearing to the unit owner, and if applicable, its licensee or invitee. The procedure for levying a fine is as follows:

(a) The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include:

1. A statement of the date, time and place of the hearing;

2. A statement of the provisions of the declaration, Association bylaws, or association rules which have allegedly been violated; and,

3. A short and plain statement of the matters asserted by the Association.

(b) The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the association.

10. EASEMENTS.

10.1 Owners of units shall have as an appurtenance thereto a perpetual easement for ingress and egress to and from their units over stairs, terraces, balconies, elevators, walks and other common elements.

11. MEMBERSHIP IN ASSOCIATION.

11.1 SANDPIPER OWNERS ASSOCIATION, INC., a non-profit Florida corporation, is chartered to perform the acts and duties desirable for apartment house management for unit and common

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elements and levy and enforce collection of assessments
necessary to perform acts and duties as aforesaid.

11.2 All unit owners shall automatically be members of the Association and said membership shall terminate when they no longer own said units.

11.3 Where a unit is owned by more than one owner, such owners shall collectively be entitled to one vote in accordance with voting privileges set forth in the By-laws of SANDPIPER OWNERS ASSOCIATION, INC.

11.4 The share of an owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as appurtenant to his unit.

12. ANNUAL BUDGET AND COLLECTION OF ASSESSMENTS.

12.1 The Board of Directors of the Association shall approve an annual budget in advance for each fiscal year, which budget shall project anticipated income and estimated common expenses. In reference to such budget, the Board shall make and collect assessments against unit owners pursuant to this Declaration and the Articles and By-laws of the Association.

12.2 The estimated common expenses shall be assessed against each unit. One-twelfth of the amount assessed against each unit shall be payable on the first day of each month. In addition, the Association has the power to levy special assessments against each unit if a deficit should develop in the treasury for the payment of common expenses.

13. USE RESTRICTIONS. The use of the property of the condominium shall be in accordance with the following provisions as long as the condominium exists and the unit buildings in useful condition exists upon the land.

13.1 SINGLE FAMILY RESIDENCES. The condominium property shall be used only for single family residences and for the furnishing of services and facilities herein provided for the enjoyment of such residences. Each of the units for which provision is made by the condominium documents shall be occupied only by a single family as its residence and for no other purpose.

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13.2 NUISANCES.

No nuisances shall be allowed upon the condominium property which interfere with the peaceful possession and proper use of the property by its residents. All parts of the property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist.

13.3 LAWFUL USE. No immoral, improper, offensive or unlawful use shall be made of the condominium property, nor any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility for meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

13.4 LEASING. Entire units may be rented provided the occupancy is only by the lessee and his family, his servants and guests. However, leasing shall not occur until approval is obtained from the Association, as required by the provisions of the section of this Declaration of Condominium entitled "Conveyances."

13.5 DRAPES. Drapes, curtains, venetian blinds and other window coverings which are visible from outside each unit shall be white or off-white in color. The purpose for this restriction is to insure that the building presents a uniform appearance from the outside.

13.6 REGULATIONS. Reasonable Rules and Regulations concerning the use of condominium property may be made and amended from time to time by the Board of Directors of the Association in the manner provided by its Articles of Incorporation and By-laws. Copies of such regulations and amendments shall be furnished by the condominium upon request.

14. CONVEYANCES. In order to assure a community of congenial residents who are financially responsible and thus protect the value of the units, transfer, sale, or leasing of units by an owner shall be subject to the following provisions.

14.1 (a) TRANSFER, SALE OR LEASE. No unit owner may dispose of a unit or any interest in a unit by transfer, sale, or by lease without approval of the Association and payment of the Transfer Fee at time of sale or lease.

(b) Leasing may be handled through the Sandpiper Condominium resident real estate manager, and in accordance with the Sandpiper Rental Plan. Suggested rental rates will be set by the SANDPIPER ASSOCIATION and reviewed annually.

(c) Before closing, the Board must be given a receipt that the new owner has received and understands the condominium declaration, articles, by-laws and rules and regulations.

14.2 INHERITANCE. If any unit owner should acquire his title by gift, devise, inheritance, or in any manner not heretofore considered his ownership shall be subject to the approval of the association; provided, however, the provisions of this sub-paragraph and all of Section 14 shall not apply to transfer to or a purchase by any mortgagee, which acquires title as a result of owning a first mortgage upon the unit concerned, and this shall be so whether the title be acquired by a deed from the mortgagor or through foreclosure proceedings; and, provided further, the provisions of this sub-paragraph and Section 14 shall not apply to any mortgagee which obtained its title as a result of owning a first mortgage on the unit concerned and after obtaining title thereby seeks to lease or sell the unit.

14.3 NOTICE TO DIRECTORS. A unit's owner intending to make a disposition of his property as defined in paragraph 14.1 and 14.2 hereinabove and for which approval is required, shall give timely notice to the Directors of such intention, together with the name and address of the intended purchaser or lessee, the terms of the proposed transaction, and such other information as the Directors may reasonably require. If the purchaser or lessee is a corporation, the approval may be conditioned upon the approval of all the intended occupants of the unit. A unit's owner acquiring title by gift, devise, or any other manner, shall within thirty days of such acquisition notify the Board, in

writing, of the acquisition and furnish such information concerning the unit's owner as the Board of Directors requires.

14.4 FAILURE TO GIVE NOTICE TO DIRECTORS. If notice required hereby is not furnished according to the provisions of this section, then, the Board, at any time after learning of the transfer or acquisition ownership, shall either approve or disapprove the transfer or acquisition.

14.5 APPROVAL BY DIRECTORS. The approval or disapproval, if required, of a transaction shall be rendered by the Board within forty-five (45) days of the receipt of this notice and shall be rendered in written, recordable form.

14.6 DISAPPROVAL BY DIRECTORS. If the Board shall disapprove a transfer or ownership of a unit, the matter shall be disposed of in the following manner:

(1) If the proposed transaction is a sale and if the notice of sale given by the units' owner shall so demand, then within forty-five (45) days after receipt of such notice, and information, the Association shall deliver or mail by registered mail to the units' owner, an agreement to purchase the unit concerned by a purchaser approved by the Association who will purchase and to whom the units' owner must sell the unit upon the following terms:

a. At the option of the purchaser approved by the Association, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association, who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

b. The purchase price may be paid in cash, or according to terms of the contract, provided, however, that if there is an already existing institutional mortgage covering the subject unit, then the purchaser, if acceptable to the

institutional mortgagee, may assume the institutional mortgage and pay cash to the seller for the latter's equity.

c. The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after determination of the sales price, if such is by arbitration, whichever is the latter.

d. A certificate of the Association executed by its President and Secretary, approving the purchaser shall be recorded in the Public Records of Volusia County, Florida, at the expense of the purchaser.

e. If the Association shall fail to provide a purchaser upon the demand of the units' owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval the proposed transaction shall be deemed to have been approved by the Association and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the Public Records of Volusia County, Florida, at the expense of the purchaser, or the units' owner as the case may be.

(2) If the transaction be a lease, the units' owner shall be advised in writing of the disapproval and the lease shall not be made.

(3) If the Association disapproves the acquisition of title by gift, devise or inheritance, the Association shall dispose of the matter in the same manner as a proposed sale except that the purchase price shall be at fair market value determined by arbitration.

(4) TRANSFER FEE. The fee for issuing a certificate of approval for transfer of a unit may be established by motion of the Board of Directors, but in no event shall exceed \$50 per applicant per unit and husband/wife or parent/dependent child applicants are to be considered one applicant. If the transfer is a renewal of a lease or sublease with the same lessee or sublessee, no charge shall be made.

15. OBLIGATIONS OF MEMBERS. In addition to other obligations and duties heretofore set out in this Declaration of Condominium, every units' owner shall:

15.1 Promptly pay the assessments levied by the Association.

15.2 Maintain in good condition and repair his/her unit and all interior surfaces within or surrounding his/her unit (such as the surfaces of the walls, ceilings, floors) whether or not part of the unit or common elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his/her unit.

15.3 Not use or permit the use of the unit for any purpose other than as a single family residence and maintain the unit in a clean and sanitary manner.

15.4 Keep not more than one pet of the size, breed, or type allowed by the Rules and Regulations from time to time promulgated by the Board provided the pet belongs to the owner and the owner is in residence. Current owners who presently have 2 pets may keep them until attrition eliminates one of them, at which time the second pet may not be replaced. If, however, in the opinion of a majority of the Board a particular pet regardless of size, breed or type, constitutes a nuisance, then the owner when so notified in writing, shall be required to immediately remove said pet from the premises.

15.5 Not permit or suffer anything to be kept in his/her unit or assigned storage space which will increase the insurance rates on his/her unit or the common elements.

15.6 Conform to and abide by the By-laws and the uniform Rules and Regulations in regards to the use of the unit and common elements which may be adopted in writing from time to time by a majority of the Board and to see that all persons using owner's property by, through or under him do likewise.

15.7 Allow the Board or the agents and employees of the Association to enter any unit for the purpose of maintenance, inspection, repair or replacement of the improvements within units or assigned storage space or the common elements, or in case of emergency threatening units or assigned storage space or the common elements, or to determine compliance with these restrictions, reservations, covenants, conditions and easements and By-laws of the corporation.

15.8 ~~Now~~ No sign, advertisement or notice of any type on the common elements of his/her unit or in the windows or doors and erect no exterior antennas and aerials except as provided in uniform Rules and Regulations promulgated by the Association.

15.9 ~~Pay for and be responsible for repairs to compressors, electrical switches, lines and Plumbing and electrical repairs applicable to his/her unit. The association shall pay for and be responsible for repairs within the common elements and only for property and installations for furnishing of utilities and other services to more than one unit or to the common elements.~~

15.10 Not paint or otherwise decorate or change the appearance of any portion of the exterior of the unit buildings.

16. ENFORCEMENT OF MAINTENANCE. In the event the owner of a unit fails to maintain it as required above, the Association or any other unit owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions; or the Association shall have the right to assess the units' owner (and the unit) for the necessary sums to put the improvement within the unit in good condition. After such assessment, the Association shall have the right for its employees or agents to enter the unit and do the necessary work to enforce compliance with the above provisions.

17. INSURANCE.

17.1 DUTY TO INSURE. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association property, and the condominium property required to be insured by the Association pursuant to paragraph (17.3).

17.2 COPY AVAILABLE. A copy of each policy of insurance in effect shall be made available for inspection by unit owners at reasonable times.

17.3 COVERAGE. Every hazard policy which is issued to protect the condominium building shall provide that the word "building" wherever used in the policy include, but not necessarily be limited to, fixtures, installations, or additions comprising that part of the building within the unfinished

interior surfaces of the perimeter walls, floors, and ceilings of the individual units initially installed, or replacements thereof of like kind or quality, in accordance with the original plans and specifications. However, the word "building" does not include floor coverings, wall coverings, or ceiling coverings. With respect to the coverage provided for by this paragraph, the unit owners shall be considered additional insureds under the policy.

17.4 OWNERS POLICIES. Every insurance policy issued to an individual unit owner should provide that the coverage afforded by such policy is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against the association.

17.5 INSURANCE TRUSTEE; SHARES OF PROCEEDS: Paragraph 15 of the Declaration of the SANDPIPER, a Condominium, Section One dated March 17, 1972 and Section Two dated October 22, 1973, recorded in Official Record Book 1398, at page 232, and in Book 1673, at page 16, respectively, are incorporated by reference herein.

18. RECONSTRUCTION OR REPAIR AFTER CASUALTY. Paragraph 16 of the Declaration of the SANDPIPER, a Condominium, Section One dated March 17, 1972 and Section Two dated October 22, 1973, recorded in Official Record Book 1398, at page 234, and in Book 1673, at page 18, respectively, are incorporated by reference herein.

19. TERMINATION. Paragraph 17 of the Declaration of the SANDPIPER, a Condominium, Section One dated March 17, 1972 and Section Two dated October 22, 1973, recorded in Official Record Book 1398, at page 236, and in Book 1673, at page 20, respectively, are incorporated by reference herein.

20. SEVERABILITY. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, By-laws and Rules and Regulations of the Association shall not effect the validity of the remaining.

~~21. INTERPRETATION.~~ Whenever the context so requires, the use of any gender shall be deemed to include all genders and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration of Condominium shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same as used, herein the term "member" means and refers to any person, natural or corporate, who is a unit owner and the term "Association" is used synonymously with the "corporation" and refers to SANDPIPER OWNERS ASSOCIATION, INC.

22. EXHIBITS. All exhibits attached hereto are incorporated herein by reference and made a part hereof.

23. AMENDMENTS. Any provisions of this Declaration of Condominium or of the By-laws of the Association may be amended in the following manner (unless otherwise specifically restricted or modified elsewhere within this Declaration of Condominium):

23.1 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.

23.2 RESOLUTION. A resolution adopting a proposed amendment may be proposed by ~~either the Board of Directors or by the members of the Association.~~ Directors and members not present at the meeting may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. ~~Except as elsewhere provided such approvals must be by not less than 60% (sixty percent) of the entire membership;~~

23.3 PROVISO. No amendment shall discriminate against any unit owner nor any unit or class or group of units unless the unit owners so affected shall consent; ~~and no amendment shall change any unit nor the share of the common elements appurtenant to it, nor increase the owner's share of common expenses,~~ unless the record owner of the unit concerned and all owners of mortgages thereon shall join in the execution of the amendment. Neither shall an amendment of this Declaration of Condominium make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction of Repair After Casualty" unless

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the record owners of all mortgages upon units in the condominium
VOLUSIA COUNTY
shall join in the execution of the amendment.

23.4 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 Volusia County, Florida.

IN WITNESS WHEREOF, the undersigned, has caused these presents to be signed, in its name, by its President and its corporate seal affixed, this 24th day of November, 1990.

(Corporate Seal)

SANDPIPER OWNERS ASSOCIATION,
INC.

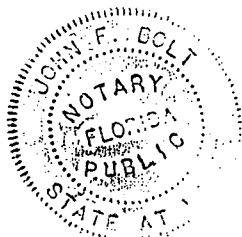
Attest:
BY [Signature]
Secretary
WITNESSES
[Signature]
[Signature]

BY [Signature]
President

STATE OF FLORIDA)
COUNTY OF VOLUSIA)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared PATRICIA SCHWARTZ, as President, and HARRY C. BROWN, as Secretary, of SANDPIPER CONDOMINIUM ASSOCIATION, INC., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same as such corporate officers and affixed thereto the seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 24th day of November, 1990.



[Signature]
NOTARY PUBLIC

My commission expires:
Notary Public, State of Florida
My Commission Expires April 11, 1993
Bonded Thru Treg Feltz - Insurance Inc.

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DECLARATION OF CONDOMINIUM

OF

THE SANDPIPER, A CONDOMINIUM

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SKETCH PLAT OF

The Southerly 550 feet of property in U. S. Lot 5, Section 6, Township 18 South, Range 35 East described as follows:

Commence at a point of intersection of the south line of the North 700 feet of U. S. Lot 1, Section 6, and the East right of way line of A1A Highway; thence along said east right of way line S 33° 41' 50" E, 2038.94 feet for the Point of Beginning; thence N 84° 41' E, 293.36 feet to the Atlantic Ocean; thence South along said Ocean S 30° 56' 50" E, 1000 feet to the south line of said U. S. Lot 5; thence along said South line, S 89° 35' 40" W, 251.94 feet to the east right of way line of A1A Highway; thence along said east right of way line, N 33° 41' 50" W, 1000 feet to the Point of Beginning; and Lots 6, 7, 8 and 9, Block 1, Unit 1, Bethune Volusia Beach, as recorded in Map Book 11, page 155 of the Public Records of Volusia County, Florida.

The above described property being re-described by the undersigned to agree with the Condominium Plat of record and Florida DOT R/W maps.

Lots 6, 7, 8 and 9, Block 1, Bethune Volusia Beach Subdivision Unit #1, as shown on map in Map Book 11, page 155 of the Public Records of Volusia County, Florida and a portion of the Southerly 550 feet of U. S. Lot 5, Section 6, Township 18 South, Range 35 East lying Easterly of the Easterly Right of Way line of A1A Highway and being more particularly described as follows: Commence at a point of intersection of the south line of the North 700 feet of U. S. Lot 1, said Section 6 and the Easterly right of way line of A1A Highway; thence along said Easterly R/W line S 33° 40' 22" E a distance of 2038.94 feet to a point, said point being N 33° 40' 22" W, and a distance of 550 feet from the south line of said U. S. Lot 5, Section 6, Township 18 South, Range 35 East and for the Point of Beginning; thence leaving said road right of way N 86° 10' 53" E, a distance of 278.42 feet; thence S 30° 05' 52" E, a distance of 548.37 feet to the southerly line of said U. S. Lot 5; thence S 89° 34' 38" W along said southerly line, a distance of 22.28 feet to the intersection of the south line of Lot 6, Block 1, said Bethune Volusia Beach Unit #1; thence S 58° 29' 38" W along said southerly line of Lot 6, a distance of 177.73 feet to the southeast corner of said Lot 6; thence N 33° 38' 22" W along the westerly line of said Block 1, a distance of 109.68 feet to the said southerly line of said U. S. Lot 5; thence S 89° 34' 38" W along said southerly line, a distance of 13.28 feet to the said easterly right of way line of State Road A1A; thence N 33° 40' 22" W along said easterly line, a distance of 550.00 feet to the Point of Beginning.

SURVEYOR'S NOTES:

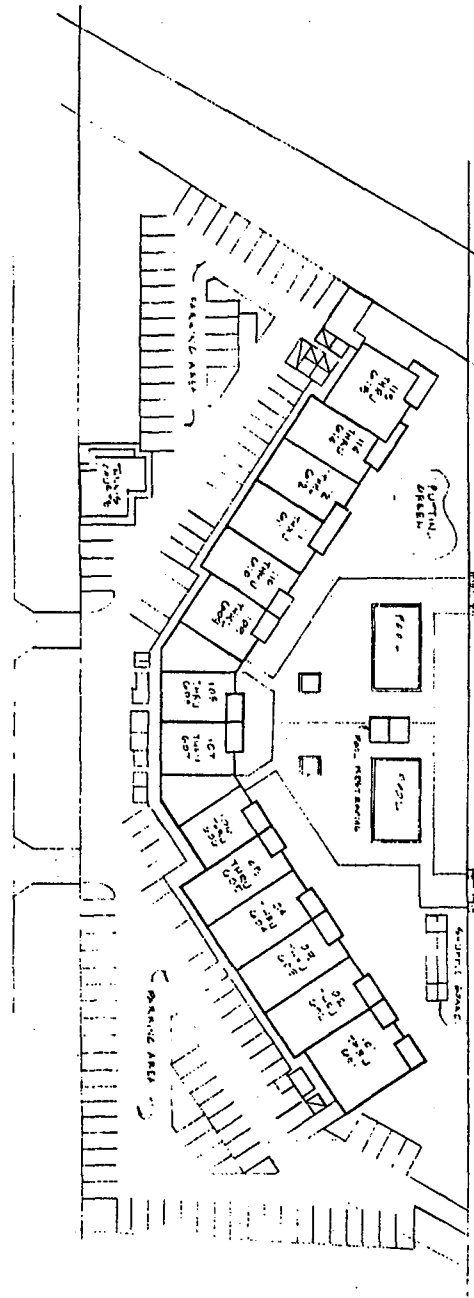
1. Sketch plat only not an actual boundary survey.
2. Legal description prepared by the undersigned and being a portion of OR 1673, page 23, and OR 1398, page 239, Public Records of Volusia County, Florida. Legal description per OR 1673, page 23 is ambiguous and does not have a mathematical closure, said legal description re-described by the undersigned.
3. Bearings refer to Florida State Road A1A R/W map. Reference bearing being the Easterly R/W as being S 33° 40' 22" E.
4. This sketch plat prepared without the benefit of an abstract and no title work has been provided.

October 16, 1990 -- Prepared by: Daniel W. Cory Surveyor, Inc.
300 Canal St.
New Smyrna Beach, FL 32168

3582 1220
VOLUSIA CO. FL

Best View

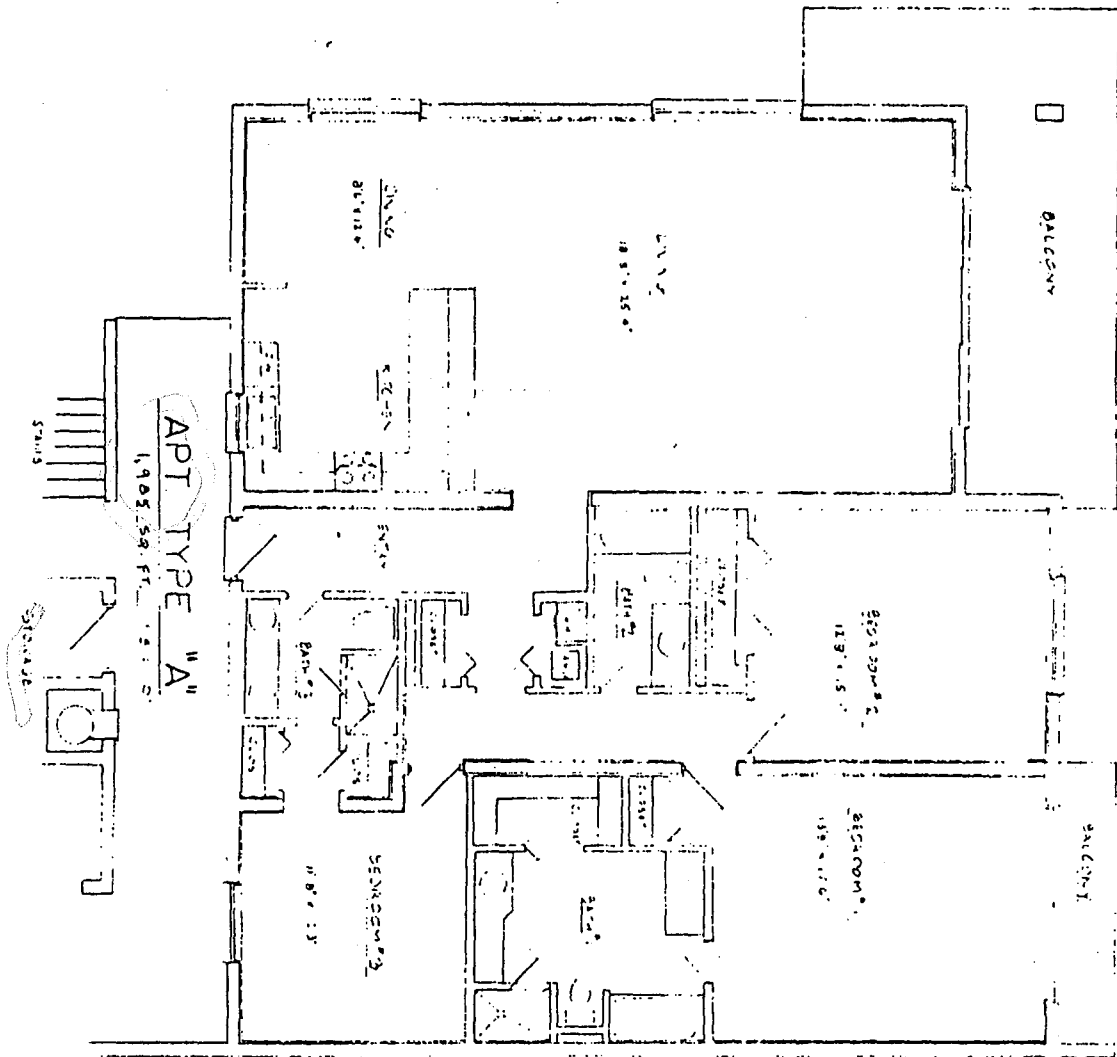
Plot Plan - N.T.S.



ATLANTIC OCEAN



CANDIDATE COMPANY NAME
NEW BRICK BENCH FORTER
Plot Plan - N.T.S.
DRAWN BY: J. J. W. 1/25/01



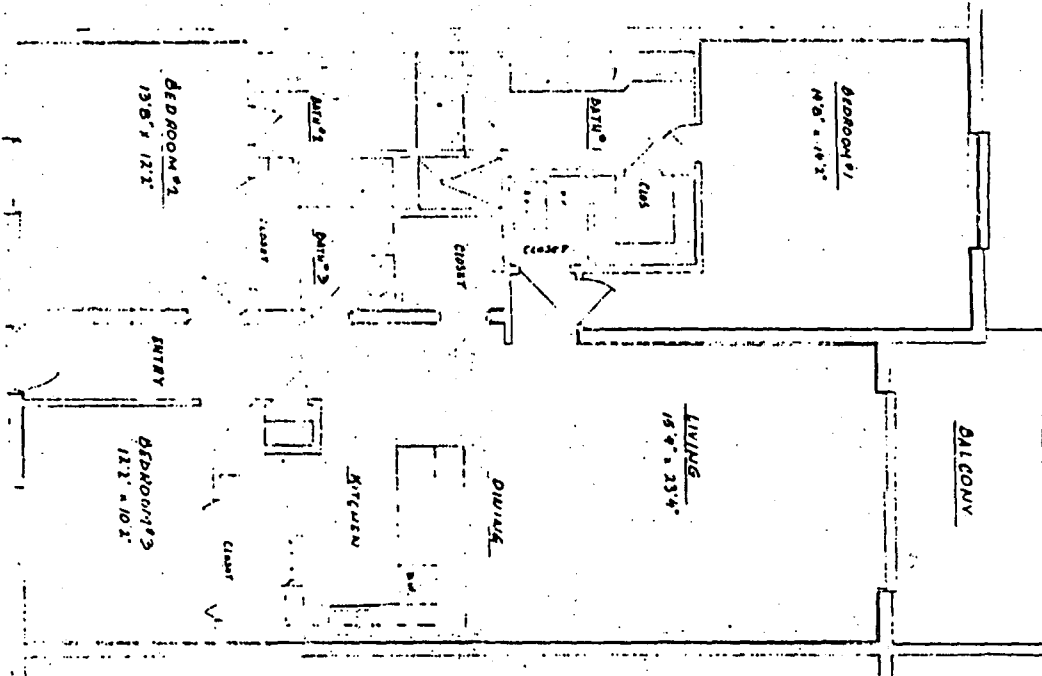
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6/5/7 24/11 18/00



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VOLUSIA CORP.

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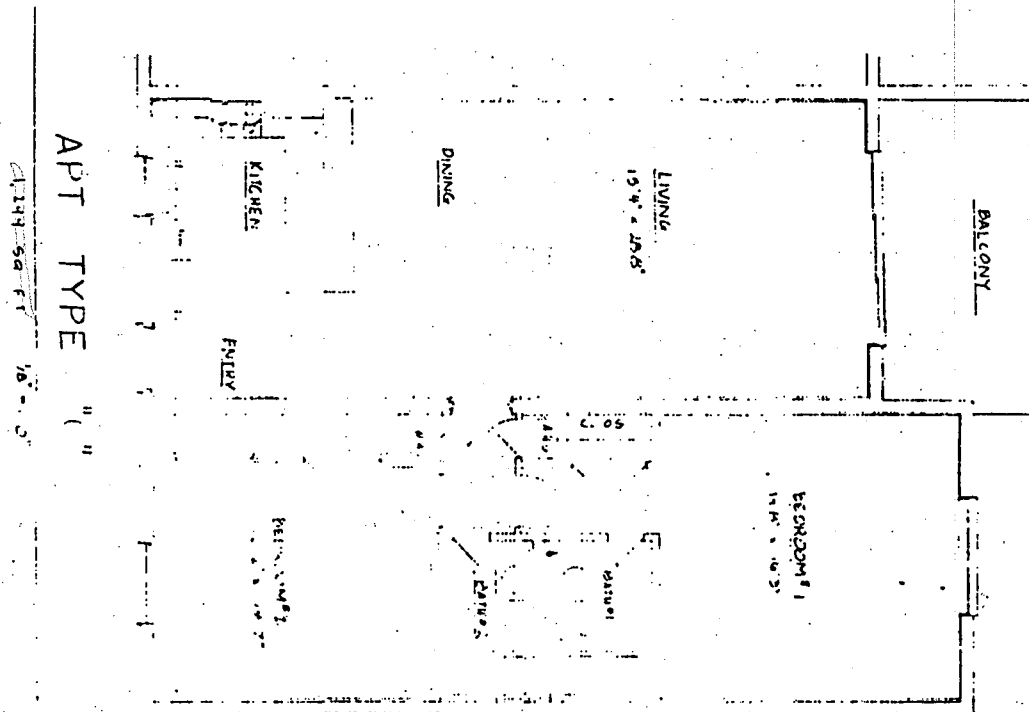


EXHIBIT "E"

TABLE OF CONTENTS

ARTICLES OF INCORPORATION

OF

SANDPIPER OWNERS ASSOCIATION, INC.

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1	Restatement	
2	Name	
3	Purpose	
4	Members	
5	Term of Existence	
6	Management of Corporation	
7	Bylaws	
8	Amendment	

3582 1225

VOLUNTEER CO., FL

State of Florida



Department of State

I certify that the attached is a true and correct copy of Restated Articles of Incorporation, filed on December 3, 1990, for SANDPIPER OWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 728476.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
28th day of December, 1990.



CR2EO22 (6-88)

Jim Smith

Jim Smith
Secretary of State

RESTATEMENT OF
ARTICLES OF INCORPORATION

OF

SANDPIPER OWNERS ASSOCIATION, INC.
(a non-profit Florida corporation)

We, the undersigned, acknowledge and file in the office of the Secretary of State of the State of Florida, for the purpose of restating in accordance with the laws of the State of Florida, these Articles of Incorporation, as filed on December 26, 1973.

ARTICLE 1

The restated Articles of Incorporation were duly adopted by the Board of Directors and the unit owners to eliminate obsolete provisions and to restate and integrate amendments and substantially amend the provisions of the corporation's articles and further that all meet the requirements of the Florida General Corporation Act (1989 and the Florida Not for Profit Corporation Act of 1989.

ARTICLE 2

The name of this corporation is SANDPIPER OWNERS ASSOCIATION, INC., and the principal office of the corporation is located at 5501 South Atlantic Avenue, New Smyrna Beach, Florida 32169.

ARTICLE 3

The general purposes for which the corporation is organized are:

- A. To form an "association" as defined in the "Condominium Act" of the Statutes of the State of Florida, and in conjunction therewith to establish and collect assessments from the unit owners for the purpose of operating, maintaining, repairing, improving and administering the condominium property, and to perform the acts and duties desirable for apartment house management for the units and common elements.
- B. To carry out the duties and obligations and receive the benefits given the association by the Amendment and Restatement of the "Declaration of Restrictions, Reservations, Covenants, Conditions and Easements" of THE SANDPIPER, a condominium.
- C. To establish by-laws for the operation of the condominium property providing for the form of administration and rules and regulations for governing the association.

To accomplish the foregoing purposes, the corporation shall have all corporate powers permitted under Florida law, including

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 SECRETARY OF STATE
 TALLAHASSEE, FLORIDA

the ~~capacity to~~ contract, bring suit and be sued, and those provided by the "Condominium Act." No part of the income of this corporation shall be distributed to the members, directors and officers of the corporation.

ARTICLE 4

Section 4.1. All unit owners of the condominium parcel shall automatically be members, and their membership shall automatically terminate when they are no longer owners of a unit.

Section 4.2. Each unit shall be entitled one vote at meetings of the Association. Where a unit is owned by a corporation, other entity, or more than one individual, the corporation, other entity, or individuals owning the unit shall in writing designate an individual to cast the vote ~~and~~ ^{to} that unit.

ARTICLE 5

This corporation shall have perpetual existence.

ARTICLE 6

Section 6.1. The affairs and property of this corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than eleven (11) persons.

Section 6.2. An annual meeting of the membership of the corporation is to be held on the Saturday after Thanksgiving of each year for the purpose of electing Directors. One third of the Directors shall be elected each year to serve for a term of three Association years, and shall be elected by the voting members in accordance with the by-laws at the regular annual meeting of the corporation. In the event of a vacancy, the remaining Directors may appoint (by an affirmative vote of the majority of the remaining Directors) an additional Director to serve the balance of the term.

Section 6.3. All officers shall be elected by the Board of Directors in accordance with the By-laws at the regular annual meeting of the Board. The Board shall elect from among the members a president, vice president, secretary, treasurer and such other officers as they shall deem desirable, consistent with the corporate By-laws.

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TALLAHASSEE, FLORIDA

Article 7

The By-laws of this corporation may be altered, amended or rescinded at any duly called meeting of the members provided that said amendment is made in accordance with Section 23 of the Declaration of Condominium entitled "Amendments."

Article 8

Section 8.1 Proposals for the alteration, amendment or rescission of these Articles of Incorporation may be made by any of the members. Such proposals shall set forth the proposed alteration, amendment or rescission, shall be in writing filed by such members, and delivered to the President not less than thirty (30) days prior to the membership meeting at which such proposal is voted upon. The Secretary shall give to each voting member notice setting out the proposed alteration, amendment or rescission and the time and place of the meeting at which such proposal will be voted upon, and such notice shall be given not less than twenty-five (25) days prior to the date set for such meeting, and it shall be given in the manner provided in the By-laws. An affirmative vote of sixty percent (60%) of the qualified voting members of the Association is required for the requested alteration, amendment or rescission.

Section 8.2 Any voting member may waive any or all of the requirements of this Article as to notice by the Secretary or proposals to the President for alteration, amendment or rescission of these Articles either before, at or after a membership meeting at which a vote is taken to amend, alter or rescind these Articles in whole or in part.

ARTICLE 9

All of THE SANDPIPER condominium unit owners comprise the one voting group known as the members. These members in their annual meeting on November 24, 1990, cast more than the required number of votes sufficient for approval of this amendment and restatement of the Articles of Incorporation.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

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VOLUSIA CO., FL

IN WITNESS WHEREOF, we hereunto set our hands and seals at New Smyrna Beach, Volusia County, Florida, this 24th day of November, 1990.

(Corporate Seal)

SANDPIPER OWNERS ASSOCIATION, INC.

Attest:

By: [Signature]
Secretary

By: [Signature]
President

WITNESS

[Signature]
[Signature]

STATE OF FLORIDA
COUNTY OF VOLUSIA

ON THIS DAY personally appeared before me, the undersigned officer, duly authorized to take acknowledgments, PATRICIA SCHWARTZ and HARRY C. BROWN, to me well know and known to me to be the President and Secretary described in and who executed the foregoing Articles of Incorporation and acknowledged before me that they executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal at New Smyrna Beach, said County and State aforesaid, this 24th day of November, 1990.



[Signature]
Notary Public

My commission expires:

Notary Public, State of Florida
My Commission Expires April 11, 1993
Bonded Thru Troy Fain - Insurance Inc.

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1990 DEC -3 AM 8:54
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

EXHIBIT "F"

TABLE OF CONTENTS

BYLAWS

OF

SANDPIPER OWNERS ASSOCIATION, INC.

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AMENDMENT TO AND SUBSTANTIAL
RESTATEMENT OF
BY-LAWS
OF
SANDPIPER OWNERS ASSOCIATION, INC.
(a non profit Florida corporation)

ARTICLE 1

GENERAL

Section 1.1 NAME. The name of the corporation is SANDPIPER OWNERS ASSOCIATION, INC.

Section 1.2 PRINCIPAL OFFICE. The principal office of the corporation shall be 5501 South Atlantic Avenue, New Smyrna Beach, Florida 32169.

Section 1.3 DEFINITION. As used herein, the term "corporation" shall be the equivalent of "Association" and the words "property" and "unit" or "unit owner" and "condominium" are defined as set forth in chapter 718, Florida Statutes 1989.

Section 1.4 SINGULAR, PLURAL, GENDER. Whenever the contest so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

ARTICLE 2

DIRECTORS

Section 2.1 NUMBER AND TERM. The number of Directors which shall constitute the whole Board of Directors (sometime hereinafter referred to as "The Board"), shall not be less than three (3) nor more than eleven (11). One third of the Board will be elected each year to a three year term of office.

Section 2.2 ELECTION OF DIRECTORS. Election of Directors shall be held in the following manner:

A. Elections shall be held at the annual meeting of the members.

B. A Nominating Committee shall be appointed by the Board not later than thirty (30) days prior to the annual meeting and that committee shall select one nominee for each vacancy. Additional nominations may be made from the floor at the annual meeting by any member.

VOLUNTARY

C. The election shall be by ballot and by a plurality of votes cast, each member voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

D. All Directors must be members of the Association.

Section 2.3 VACANCY AND REPLACEMENT. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining Directors at a special meeting of Directors duly called for this purpose or at the next regular meeting of the Board shall choose a successor or successors who shall hold office for the unexpired term in respect of which said vacancy occurred.

Section 2.4 REMOVAL. Directors may be removed for cause by an affirmative vote of a majority of the members. No Director shall continue to serve on the Board if during his term of office his membership in the corporation shall be terminated for any reason whatsoever.

Section 2.5 INDEMNIFICATION OF OFFICERS AND DIRECTORS. An Officer or Director who performs his duties in compliance with the standard of good faith and due care shall have no personal liability by reason of being or having been an Officer or Director of the condominium and any person accused of any wrongful act arising from their office as an Officer or Director shall be entitled to indemnification from the condominium for damages, judgments, settlements, costs and charges or expense incurred in connection with the defense of any action, suit or proceeding or any appeal therefrom to which these Officers and Directors may have been a party or with which they may have been threatened and the condominium shall indemnify its Officers and Directors subject only to limitations imposed by law, common or statutory.

Section 2.6. POWERS. The property and business of the corporation shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by

statute, the certificate of incorporation, or the Declaration of Condominium to which these By-laws are attached. The powers of the Board shall specifically include, but not be limited to the following:

A. To make and collect assessments and establish the time for which payments of the same are due;

B. To use and expend the assessments collected to maintain, care for and preserve the units and condominium property except those portions thereof which are required to be maintained, cared for and preserved by the unit owners;

C. To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above;

D. To enter into and upon the units when necessary with as little inconvenience to the residents as possible in connection with such maintenance, care and preservation;

E. To insure and keep insured said condominium property in the manner set forth in the Declaration of Condominium, against loss from fire and/or other casualty, and the unit owners against public liability and to purchase such other insurance as the Board may deem advisable;

F. To collect delinquent assessments by suit or otherwise, abate nuisance and enjoin or seek damages from the unit owners for violation of these By-laws and the terms and conditions of the Declaration of Condominium;

G. To employ such personnel as may be required for the maintenance and preservation of the property;

H. To make reasonable rules and regulations for the occupancy of the condominium parcels; and

I. Pursuant to the provisions of Florida Statutes 718.303 (3) and Rule 7D-23.05 of the Florida Department of Business Regulations, Division of Florida Land Sales and Condominiums, as subsequently amended, the Association by action of the Board of Directors may impose a fine not to exceed \$50.00 against a unit for failure of a unit's owner or its occupant or

invitee to comply with any Rule or Regulation, or provision of the By-laws or the Declaration of Condominium.

The method and procedure for levy of any such fine shall be as provided in the aforesaid Statute and Rules.

Section 2.7 COMPENSATION. Neither Directors nor Officers shall receive compensation for their services as such.

Section 2.8 BOARD MEETINGS.

A. The annual meeting of each Board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practical. The annual meeting of the Board of Directors shall be held at the same place as the general members' meeting;

B. Special meetings shall be held whenever called by the direction of the President or a majority of the Board. The Secretary shall give notice of each special meeting either personally, by mail or telegram, at least five (5) days before the date of such meeting, but the Directors may waive notice of the calling of the meeting;

C. Meetings of the Board shall be open to all unit owners. Adequate notice of all meetings shall be posted conspicuously on the condominium property at least 48 hours in advance, except in an emergency. Notice of any meeting in which assessments against unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

D. A majority of the Board shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board.

Section 2.9 ORDER OF BUSINESS. The order of business at all meetings of the Board shall be as follows;

- A. Roll call;
- B. Reading of minutes of the last meeting;
- C. Consideration of correspondence;

- D. Treasurer's report.
- E. Resignations and elections;
- F. Reports of Officers and employees;
- G. Reports of committees;
- H. Unfinished business;
- I. New business;
- J. Adjournment.

Section 2.10 ANNUAL STATEMENT. The Board shall present no less often than at the annual meeting, a full and clear statement of the business and condition of the corporation, including a report of the operating income and expenses of the corporation and the assessments paid by each owner.

ARTICLE 3

OFFICERS

Section 3.1 EXECUTIVE OFFICERS. The executive officers of the corporation shall be a President, Vice President, Treasurer and Secretary, all of whom shall be elected annually by said Board. Any two of said officers may be united in one person except that the President shall not also be the Secretary or an Assistant Secretary of the corporation. If the Board so determines, there may be more than one Vice President.

Section 3.2 SUBORDINATE OFFICERS. The Board may appoint such other Officers and agents as they deem necessary, who shall hold office at the pleasure of the Board and have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3.3 TENURE OF OFFICERS. REMOVAL. All Officers and agents shall be subject to removal, with or without cause at any time by action of the Board. The Board may delegate powers of removal of subordinate Officers and agents to any Officer.

Section 3.4 PRESIDENT.

A. The President shall preside at all meetings of the members and Directors; he/she shall have general and active management of the business of the corporation; he/she shall see

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that all orders and resolutions of the Board be carried into effect; he/she shall execute bonds, mortgages, and other contracts requiring the seal, under the seal of the corporation; the seal when affixed shall be attested by the Secretary or Assistant Secretary.

B. He/she shall have general superintendence and direction of all the other Officers of the corporation and shall see that their duties are performed properly;

C. He/she shall submit a report of the operations of the corporation for the fiscal year to the Board whenever called for by them and to the members at the annual meeting, and from time to time shall report to the Board all matters within his/her knowledge which are in the interest of the corporation.

D. He/she shall be an ex officio member of all of the committees and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

Section 3.5 VICE PRESIDENT. The Vice President shall be vested with all the powers required to perform all the duties of the President in his/her absence, and such other duties as may be prescribed by the Board.

Section 3.6 SECRETARY.

A. The Secretary shall keep the minutes of the meetings of the members and of the Board.

B. He/she shall see that all notices are duly given in accordance with the provisions of these By-laws or as required by law.

C. Except for record of the accounts, he/she shall be custodian of all the corporate records and of the seal of the corporation and shall see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these By-laws.

D. He/she shall keep the register of the post office addresses of each unit owner which shall be furnished to the Secretary by such unit owner.

E. In general he/she shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her by the President or by the Board.

Section 3.7 ASSISTANT SECRETARY. The President may appoint an Assistant Secretary who shall perform the Secretary's duties in the Secretary's absence.

Section 3.8 TREASURER.

A. The Treasurer shall keep full, accurate accounts of receipts and disbursements, all books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board.

B. He/she shall disburse the funds of the corporation as ordered by the Board, get proper vouchers for such disbursements, shall render to the President and Directors at the regular meeting of the Board or whenever they may require an account of all his/her transactions as Treasurer and of the financial condition of the corporation.

C. He/she may be required to give the corporation a bond in the sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his/her office and the restoration to the corporation, in the case of his/her death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his/her possession belonging to the corporation.

Section 3.9 VACANCIES. If the office of the President, Vice President, Secretary or Treasurer, one or more, becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors by a majority vote of the whole Board of Directors provided for in these By-laws, may

3582 1238
choose a successor or successors who shall hold office for the unexpired term.

Section 3.10 RESIGNATION. Any Director or other Officer may resign his/her office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the corporation, unless some time be fixed in the resignation, and then from that date. The acceptance of a resignation shall be required to make it effective.

ARTICLE 4

MEMBERSHIP

Section 4.1 DEFINITION. Membership in the corporation shall be limited to owners of a condominium parcel in the SANDPIPER.

Section 4.2 TRANSFER OF MEMBERSHIP AND OWNERSHIP. Membership in the corporation may be transferred only as an incident to the transfer of a unit, and such transfers shall be subject to the procedures set forth in the Declaration of Condominium.

ARTICLE 5

MEETING OF THE MEMBERSHIP

SECTION 5.1 PLACE. All meetings of the corporate membership shall be held in the 7th floor meeting room of the condominium or such other place as may be stated in the notice.

Section 5.2 ANNUAL MEETING.

A. The annual meeting of the membership shall be held at 9:30 a.m. on the Saturday after Thanksgiving of each and every year, unless otherwise selected by the Board of Directors in the fourth calendar quarter.

B. At the annual meetings, except as heretofore set forth and as otherwise provided in the Articles of Incorporation, the members shall elect by a majority vote, a Board of Directors, and transact such other business as may properly come before the meeting.

C. Written notice of the annual meeting shall be mailed or hand delivered to each member at least 14 days prior to

the annual meeting and shall be posted in a conspicuous place on the condominium property at least 14 days prior to the annual meeting. An Officer of the Association shall swear by an affidavit, to be included in the official records of the Association, that a notice of the Association meeting was mailed or hand delivered, in accordance with this provision, to each member at the address last furnished to the Association.

Section 5.3 MEMBERSHIP LIST. At least ten (10) days before every election of Directors, a complete list of members entitled to vote at said election, arranged numerically by unit, with the member owner(s) of each, shall be prepared by the Secretary or Assistant Secretary. Such list shall be kept for said ten (10) days and throughout the election at the office of the corporation and shall be open to examination by any member throughout such time.

Section 5.4 VOTING. If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, or is under lease, only one person is entitled to cast one vote for the unit in the absence of the other owners. If a unit is owned by a corporation, the President, Vice President or Secretary is entitled to cast the vote for the unit.

Section 5.5 RIGHT TO VOTE PROXIES. At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxies shall only be valid for such meeting or subsequent adjournment meeting thereof. When an individual, other entity, or a corporation owns more than one unit, they shall be entitled to a vote for each unit so owned.

Section 5.6 SPECIAL MEETINGS.

A. Special meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the certificate of incorporation, may be called by the President or Secretary at the request in writing, of a majority of the Board or at the request in writing of forty-eight (48) or more members.

Such requests shall state the purpose or purposes of the proposed meeting;

B. Written notice of a special meeting of members stating a time, place and object thereof shall be served upon and mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation, at least ten (10) days before such meeting;

C. Business transacted at all special meetings shall be confined to the object stated in the notice thereof.

Section 5.7 QUORUM. Members entitled to vote and representing owners of fifty-one (51%) percent of the units present in person or by written proxy shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by the statutes, by the certificate of incorporation, or by these By-laws. If, however, such a quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

43 units
to quorum

Section 5.8 VOTE REQUIRED TO TRANSACT BUSINESS. When a quorum is present at any meeting, the vote of a majority of the members present in person or represented by written proxy, shall decide any question brought before the meeting unless question is one upon which by express provision of the statutes or of the certificate of incorporation, the Declaration of Condominium or of these By-laws a different vote is required in which case such expressed provision shall govern and control the decision of such question except that the members may take action by written agreement, without meetings, on matters for which action by written agreement without meetings is expressly allowed if unanimously recommended by the Board.

majority of
units
present

Whenever the vote of the members at a meeting is required or permitted by any provision of the statutes or the certificate of incorporation, Declaration of Condominium or these By-laws, to be taken in connection with any action of the corporation, the meeting and vote of members may be dispensed with if 75% of the members who would have been entitled to vote if such meeting were held, shall consent in writing to such action being taken.

ARTICLE 6

NOTICES

Section 6.1 DEFINITION. Whenever under the provisions of the statutes or of the certificate of incorporation or of these By-laws, notice is required to be given to any Director or member, it shall not be construed to require personal notice; but such notice shall be given in writing by mail by depositing the same in the post office or letter box in a postpaid sealed wrapper addressed to such Director or member as his/her name appears in the books of the corporation.

Section 6.2 SERVICE OF NOTICE WAIVER. Whenever any notice is required to be given under the provisions of the statutes or the certificate of incorporation, Declaration of Condominium or these By-laws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent thereof.

ARTICLE 7

FINANCES

Section 7.1 FISCAL YEAR. The fiscal year shall begin on the 1st day of January of each year and end on the succeeding December 31.

Section 7.2 CHECKS. All checks or demands for money and notes of the corporation shall be signed by the President or Treasurer or by such Officer or Officers or such other person or persons as the Board may from time to time designate.

SEAL

The seal of the corporation shall have inscribed thereon the name of the corporation, the year of its organization and the words non profit. Said seal may be used by causing it or a facsimile thereof to be impressed, affixed, reproduced or otherwise.

ARTICLE 9

DEFAULT

In the event a unit's owner does not pay any sums, charges or assessments required to be paid to the corporation within thirty (30) days from the due date, the corporation acting on its own behalf or through its Board, may enforce its lien for assessment or take such other action to recover the sums, charges or assessments to which it is entitled in accordance with the Declaration of Condominium and the statutes. If an action of foreclosure is brought against the owner of a unit for non payment of monies due the corporation and, as a result thereof, the interest of the said owner in and to the unit is sold, then at the time of such sale, the unit owner's membership shall be cancelled and the purchaser at the foreclosure sale shall become a member.

If the corporation becomes the owner of a unit by reason of a foreclosure, it shall offer said unit for sale and at such time as the sale is consummated, it shall deduct from such proceeds all sums of money due it for assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees and any and all expenses incurred in the resale of the unit, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for repairing of the unit in question. All monies remaining after deducting the foregoing items of expense shall be returned to the former owner of the unit in question.

In the event of violation of the provisions of the Declaration of Condominium or By-laws, as the same are or may be hereafter constituted, the corporation may bring appropriate action to enjoin such violation or may enforce the provisions of such documents by fines, or may sue for damages, or take such other course of action, or other legal remedy as it or they may deem appropriate.

In the event of such legal action brought against the units' owner, the losing defendant shall pay the plaintiff's reasonable attorney fees and court costs.

Each owner of a unit, for himself/herself, his/her heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the availability of other equally adequate legal procedures. It is important that all owners of units give to the corporation a procedure which will enable it at all times to operate on a businesslike basis, to collect those monies due and owing it from owners of units and to preserve each unit owner's right to enjoy his/her unit free from unreasonable restraint and nuisance.

ARTICLE 10

SURRENDER

In the event of the legal termination of an individual interest in the condominium parcel or the occupancy rights thereunder in favor of the corporation, the member or any other person or persons in possession by or through the right of the member, shall promptly quit and surrender the owned unit to the corporation in good repair, ordinary wear and tear and damage by fire or other casualty excepted, and the corporation shall have the right to enter and to possess the unit. The member, for himself/herself and any successors in interest by operation of law or otherwise, hereby waives any and all notice and demand for possession if such be required by the laws of Volusia County, State of Florida or the United States of America.

ARTICLE 11

AMENDMENTS

The By-laws may only be altered, amended or added to at any duly called meeting of the members provided that said amendment is made in accordance with the Articles of Incorporation of SANDPIPER OWNERS ASSOCIATION, INC. and the DECLARATION OF CONDOMINIUM.

ARTICLE 12

CONSTRUCTION

Whenever the singular form of the pronoun is used in these By-laws, it shall be construed to mean the singular or plural, whenever the context so requires.

Should any of the covenants herein imposed be void or be or become unenforceable at law or in equity, the remaining provisions of this instrument shall, nevertheless be and remain in full force and effect.

(Corporate Seal)

SANDPIPER OWNERS ASSOCIATION,
INC.



TEST:
By: [Signature] Secretary

By: [Signature] President

WITNESS

[Signature]
[Signature]

November 24, 1990