

INSTR # 2012067075
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RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
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This Instrument Prepared By
& Requested Be Returned To:
Craig B. Hill, Esquire
Law Office of Craig B. Hill, P.L.
210 Woodward Street
Lakeland, FL 33803

**CERTIFICATE OF FIRST AMENDMENT TO
SANDPIPER GOLF & COUNTRY CLUB
AMENDED, RESTATED AND CONSOLIDATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

This is to certify that in accordance with the applicable governing documents of Sandpiper Golf & Country Club Property Owners' Association, Inc., a Florida not for profit corporation (the "Association"), the First Amendment to Sandpiper Golf & Country Club Amended, Restated and Consolidated Declaration of Covenants, Conditions and Restrictions attached hereto as Exhibit "A" and incorporated herein by reference (the "First Amendment"), was duly adopted by the affirmative vote of not less than seventy percent (70%) of the members of the Association voting upon such First Amendment at a special meeting of the members of the Association held on April 3, 2012. The First Amendment relates back to the date of recording of the Declaration of Covenants, Conditions and Restrictions, as recorded in Official Records Book 2538, Page 2024, Public Records of Polk County, Florida, as amended, modified or supplemented from time to time, including by, but not necessarily limited to, that certain Sandpiper Golf & Country Club Amended, Restated and Consolidated Declaration of Covenants, Conditions and Restrictions, as recorded in Official Records Book 8026, Page 2001, Public Records of Polk County, Florida.

SIGNATURE PAGE FOLLOWS:

IN WITNESS WHEREOF, Sandpiper Golf & Country Club Property Owners' Association, Inc., a Florida not for profit corporation, has caused this instrument to be executed effective as of the 5 day of April, 2012.

Witnesses:
Lois C. Crissman
Lois C. Crissman
Print Name: Lois C. Crissman

Jean M. Roskovic
Print Name: Jean M. Roskovic

SANDPIPER GOLF & COUNTRY CLUB
PROPERTY OWNERS' ASSOCIATION, INC.,
a Florida not for profit corporation

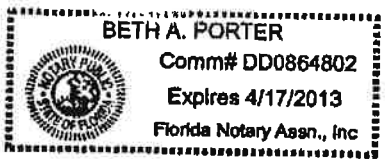
By: George Roskovic
George Roskovic, its President

Attest:

By: Jack Crissman
Jack Crissman, Secretary

STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY that on this 5 day of April, 2012, personally appeared before me, an officer duly acknowledged to administer oaths and take acknowledgments, George Roskovic, as President of Sandpiper Golf & Country Club Property Owners' Association, Inc., a Florida not for profit corporation, who is personally known to me or _____ who has produced _____ as identification and who executed the foregoing instrument.



Beth A. Porter
Notary Public, State of Florida

Beth A. Porter
Print Name

(SEAL)

EXHIBIT "A"

**FIRST AMENDMENT TO
SANDPIPER GOLF & COUNTRY CLUB
AMENDED, RESTATED AND CONSOLIDATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

(Adopted April 3, 2012)

This First Amendment to Sandpiper Golf & Country Club Amended, Restated and Consolidated Declaration of Covenants, Conditions and Restrictions ("First Amendment") is made effective this 3rd day of April, 2012, by SANDPIPER GOLF & COUNTRY CLUB PROPERTY OWNERS' ASSOCIATION, INC., a Florida not for profit corporation (the "Association").

RECITALS:

WHEREAS, a Declaration of Covenants, Conditions and Restrictions was recorded in Official Records Book 2538, Page 2024, Public Records of Polk County, Florida, as amended, modified or supplemented from time to time (collectively, the "Original Declarations"), including by, but not necessarily limited to, that certain Sandpiper Golf & Country Club Amended, Restated and Consolidated Declaration of Covenants, Conditions and Restrictions as recorded in Official Records Book 8026, Page 2001, Public Records of Polk County, Florida (the "Consolidated Declaration") with respect to the Properties (as defined in the Consolidated Declaration);

WHEREAS, the Consolidated Declaration may be amended pursuant to Article VII, Section 3 thereof, which provides in pertinent part, that the Consolidated Declaration may be amended, at any time and from time to time, by written instrument signed by the president of the Association attested to by the secretary of the Association and recorded in the official public records of Polk County, Florida, after such amendment has been adopted by the affirmative vote of not less than seventy percent (70%) of the members of the Association voting upon such amendment at any regular meeting of the membership of the Association or at a special meeting of the membership of the Association called for such purpose;

WHEREAS, the requisite approval of the members of the Association has been obtained in accordance with Article VII, Section 3 of the Consolidated Declaration, and accordingly, the Consolidated Declaration may be amended;

WHEREAS, the members of the Association desire to amend the Consolidated Declaration for the purposes as set forth herein, and this First Amendment shall relate back to the date of recording of the Original Declarations; and

NOW THEREFORE, the Consolidated Declaration is amended as follows:

1. Initially capitalized terms herein shall have the meaning ascribed thereto in the Consolidated Declaration, unless otherwise defined herein.
2. The foregoing recitals are true and correct and by this reference are incorporated into the body of this First Amendment.
3. Except as expressly modified and amended herein, the Consolidated Declaration shall remain unchanged and in full force and effect.
4. Article IV, Covenant for Maintenance Assessments, Section 1. Creation of the Lien and Personal Obligation of Assessments, is amended and restated in its entirety as follows:

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, late fees, costs, and reasonable attorney's fees incurred by the Association in connection with the collection of assessments and enforcing the lien, including, without limitation, any collection efforts and attempts, preparation and delivery of any written demands, a lien foreclosure action and/or an action to recover a money judgment for the unpaid assessments, shall be a charge on the land and shall be a continuing lien upon the property against which each assessment is made. Each such assessment, together with interest, late fees, costs, and reasonable attorney's fees as noted above, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. Each Owner of any Lot is jointly and severally liable with the previous Owner of such Lot for all unpaid assessments, interest, late fees, costs, and reasonable attorney's fees as noted above that came due up to the time of transfer of title of such Lot.

5. Article IV, Covenant for Maintenance Assessments, Section 9. Subordination of the Lien to Mortgages, of the Consolidated Declaration is amended and restated in its entirety as follows:

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage to a bank or savings and loan association. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to the mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such assessments as to

payments, which became due prior to such sale or transfer; provided, however, that notwithstanding the foregoing, any first mortgage holder taking title to any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall be liable for unpaid assessments as provided by Florida law, as amended from time to time. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

6. Article VI, Use Restrictions, Section 15. Household Pets, of the Consolidated Declaration is amended and restated in its entirety as follows:

Section 15. Household Pets. Dogs, cats, and other household pets are allowed to be kept in the home. No pets are permitted in the recreation building or upon any pool or shuffleboard areas, if any. Owners are responsible for the pick up and disposal of pet waste on streets, Common Areas or neighbors' homesites. Breeding or housing of domestic animals or fowl for commercial purposes is prohibited. Permission to keep a pet may be revoked by the Association if complaints are received by the Association in respect to barking, odor or their unacceptable behavior on the part of the pet and such actions were not corrected upon prior notification to the pet owner.

**END OF ADOPTED FIRST AMENDMENT TO
SANDPIPER GOLF & COUNTRY CLUB
AMENDED, RESTATED AND CONSOLIDATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**