

INSTR # 2009211978
BK 08026 PGS 2001-2010 PG(s)10
RECORDED 12/02/2009 02:20:32 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 154.50
RECORDED BY j jefferson

Prepared By & Return To:
Craig B. Hill, Esquire
Clark, Campbell, Mawhinney & Lancaster, P.A.
500 South Florida Avenue, Suite 800
Lakeland, Florida 33801

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

This is to certify that at a duly called special meeting of the members of Sandpiper Golf & Country Club Property Owners' Association, Inc., a Florida not for profit corporation ("Association"), held on November 10, 2009, in accordance with the applicable governing documents of the Association, the Sandpiper Golf & Country Club Amended, Restated and Consolidated Declaration of Covenants, Conditions and Restrictions, attached hereto as Exhibit "A" and incorporated herein by reference ("Consolidated Declaration"), was duly adopted by the affirmative vote of not less than seventy percent (70%) of the members of the Association voting upon the Consolidated Declaration.

[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 30th day of NOVEMBER, 2009.

Witnesses:

Adrienne Wahlbrink
Witness #1 as to both
ADRIENNE WAHLBRINK
Printed Name of Witness #1

Jean M. Roskovic
Witness #2 as to both
Jean M. Roskovic
Printed Name of Witness #2

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

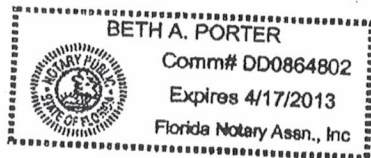
By: David Legere
Dave Legere, its President

Attest:

By: Carol Hoffman
Carol Hoffman, its Secretary

STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY that on this 30th day of November, 2009, personally appeared before me, an officer duly acknowledged to administer oaths and take acknowledgments, Dave Legere, 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; and Carol Hoffman, as Secretary 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"

**SANDPIPER GOLF & COUNTRY CLUB
AMENDED, RESTATED AND CONSOLIDATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
(Adopted November 10, 2009)**

THIS SANDPIPER GOLF & COUNTRY CLUB AMENDED, RESTATED AND CONSOLIDATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Consolidated Declaration"), is made effective this 10th day of November, 2009.

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 or modified from time to time ("Phase I & II Declaration");

WHEREAS, a Declaration of Covenants, Conditions and Restrictions was recorded in Official Records Book 2621, Page 390, Public Records of Polk County, Florida, as amended or modified from time to time ("Phase III & IIIA Declaration");

WHEREAS, a Declaration of Covenants, Conditions and Restrictions was recorded in Official Records Book 2665, Page 688, Public Records of Polk County, Florida, as amended or modified from time to time ("Phase IV, V & VI Declaration");

WHEREAS, a Declaration of Covenants, Conditions and Restrictions was recorded in Official Records Book 2720, Page 1689, Public Records of Polk County, Florida, as amended or modified from time to time ("Phase VII-XVI Declaration") (the Phase I & II Declaration, Phase III & IIIA Declaration, Phase IV, V & VI Declaration and Phase VII - XVI Declaration being collectively referred to herein as the "Original Declarations");

WHEREAS, the Original Declarations may be amended at any time and from time to time in accordance with the amendment procedure and requirements as set forth therein;

WHEREAS, this Consolidated Declaration shall be effective as of the date set forth above and shall relate specifically back to the date of recording of each of the Original Declarations, as applicable;

WHEREAS, it is the intent of the Association (hereinafter defined) that all of the Properties (hereinafter defined) in Sandpiper Golf & Country Club Phases I-XVI, inclusive, which are subject to the Original Declarations, are and shall be subject to this Consolidated Declaration and all of the easements, restrictions, covenants, terms, provisions and conditions hereof;

WHEREAS, the membership of the Association desires to amend, restate and consolidate in whole the Original Declarations for the reasons and purposes as set forth herein, and desires and agrees to be bound by this Consolidated Declaration; and

WHEREAS, the Class B Membership has ceased and the provisions of the Original Declarations pertaining to the Declarant are no longer applicable.

NOW THEREFORE, all of the Properties in Sandpiper Golf & Country Club Phases I-XVI, inclusive, subject to the Original Declarations are and shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, terms, provisions and conditions as set forth in this Consolidated Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof, and the Original Declarations are hereby amended, restated and consolidated in their entirety as follows:

ARTICLE I DEFINITIONS

Section 1. "Association" shall mean and refer to the SANDPIPER GOLF & COUNTRY CLUB PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, which is a part of the properties.

Section 3. "Properties" shall mean and refer to all of the real property in Sandpiper Golf & Country Club Phases I-XVI, inclusive, as described on Exhibit "1" attached hereto and incorporated herein by reference, which is subject to the Original Declarations, and which is

hereby subjected to this Consolidated Declaration, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

ARTICLE II PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

- a. the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- b. the right of the Association to suspend the voting rights and right to use of recreational facilities by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;
- c. the right of the Association to dedicate or transfer all or any part of the Common Area owned by the Association to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3rds) of the members has been recorded;
- d. the provisions of any mortgage, existing or hereafter imposed, leases, purchase/sale agreements and Association imposed rules and regulations;
- e. THE RIGHTS OF AN OWNER DO NOT INCLUDE OR VEST ANY RIGHTS OR PRIVILEGES IN, TO OR PERTAINING TO THE GOLF COURSE, GOLF COURSE PRO-SHOP, AND RESTAURANT ADJACENT TO THE PROPERTIES.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the property.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot, which is subject to assessment.

Section 2. The Association shall have a single class of voting membership. All Owners shall be members of the Association and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS

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, costs, and reasonable attorney's fees, 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, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successor in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety, and welfare of the residents in the Properties and for the ownership, lease or improvement and maintenance of the Common Area and the payments related thereto. This use shall include the maintenance of roadway medians and drainage ways serving the Properties, the financial and other responsibilities under any leases for common properties and the administration and enforcement of this Consolidated Declaration as amended from time to time.

Section 3. Annual Assessments. Annually, the Board of Directors of the Association shall prepare a budget for the next ensuing year and shall fix the annual assessment for the Lots and shall determine and fix the manner of payment, i.e. annually, semi-annually, quarterly or monthly. Such assessments shall not include assessment for capital improvements.

Section 4. Special Assessments. In addition to the annual assessments authorized above:

a. The Association, through its Board of Directors, may levy, in any assessment year, special assessments for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement and for acquisition of real property or personal property, costs and expenses related thereto and for any debt service for any indebtednesses incurred in regard thereto, including but not limited to any mortgage loan incurred for the acquisition of recreational facilities and other real property, provided such construction, reconstruction, repair, replacement, acquisition, and indebtedness has been approved with the assent of sixty (60%) percent of the votes of members who are voting in person or by proxy at a regular meeting of the membership or a special meeting of the membership duly called for that purpose.

b. Any special assessment, the purpose of which is to defray an indebtedness, together with the cost, expenses, and debt service related thereto, shall be in an amount not less than that necessary to meet the requirements of the promissory note, mortgage or other loan documents related thereto and such special assessments shall continue until such indebtedness is paid in full and fully satisfied.

Section 5. Notice and Quorum for any Action Authorized Under Article IV, Section 4. Written notice of any meeting called for the purpose of taking any action authorized under Article IV, Section 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of ten percent (10%) of the votes of the membership of the Association (in person or by proxy) shall constitute a quorum. If the required quorum is not present, subsequent meetings may be called subject to the same notice requirement, and the required quorum at such subsequent meetings shall be one-half (1/2) of the required quorum at the preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Subject to Section 10 of this Article IV, both annual and special assessments must be fixed at a uniform rate for all Lots and shall be collected on such basis as determined by the Board of Directors.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the lease or conveyance of the Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge,

furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum legal rate until paid in full. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage to a bank or savings and loan association and to any mortgages as may be approved at the time of making by the Board of the 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. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V ARCHITECTURAL CONTROL

Except for activities undertaken by the Association, no building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI
USE RESTRICTIONS

Section 1. No Lot shall be used except for residential purposes.

Section 2. Nothing shall be erected, placed or altered on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved as may be required under Article V of this Consolidated Declaration as to quality of workmanship and materials, harmony or external design with existing structures and location with respect to topography and finished grade elevation.

Section 3. The Board of Directors or a majority of the architectural committee may designate a representative to act for it. In the event of death or resignation of any member of the architectural committee, the remaining members shall have full authority to designate a successor. Neither the members of the architectural committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the Board of Directors of the Association may change the membership of the architectural committee or set forth by written instrument retained in the records of the Association, its powers and duties.

Section 4. Alterations to Lot. No Lot shall be imposed or its appearance altered except as provided in Article V. It is the responsibility of the Lot Owner to obtain any building or other permit required by any applicable governmental agency prior to commencing construction or any alteration.

Section 5. Alterations to Home. No alterations to, or changes in the exterior appearance of the home of any Lot Owner, including but not limited to, the addition of rooms, porches, window air conditioning units, cabanas or enclosures, shall be permitted except with the prior approval as required under Article V.

Section 6. Maintenance of Lot. Each Lot Owner shall maintain its Lot in good condition and shall adhere to and comply with all health and safety codes, ordinances, and laws of the city, county, state and federal government. In the event an Owner fails to maintain a Lot, the Association shall have the right, but not the obligation after seven (7) days notice to the Owner specifying the default, to enter upon the Lot for the purpose of mowing the grass, cleaning, and removing trash and otherwise maintaining the Lot and restoring it to good condition. The Association shall be entitled to charge the Owner a reasonable charge for such services.

Section 7. Maintenance of Home. Homes must be kept clean and in good repair. The use of aluminum foil or similar material in windows is prohibited. No television antennas or dish type satellite receiving devices are permitted. Amateur or citizen band radio antennas, at the

option of the Association, may be permitted on a rescindable basis. Drying of laundry is permitted upon the homesite provided only the collapsible/umbrella type hanger is installed and used at the rear of the home and concealed from street view.

Section 8. Vehicle Storage. No travel trailers, recreational vehicles, boats or trucks (other than light four-wheel passenger pick-up trucks) or other bulky items may be stored on any Lot, except in an enclosed garage, or left on any street. Such items will be stored, if space is available in designated areas. Golf carts may be stored on slabs in rear yards of residential units or in the common parking area if the residential unit has no rear yard, or in designated areas. All licensed vehicles stored in the designated area shall maintain a current license. The Association shall not be liable for theft, loss or damage to the vehicles or items stored therein.

Section 9. Parking. Vehicles other than of the type specified in Article VI, Section 8 above shall be parked off the street in the parking area or on the Lot driveway. Parking of more than two (2) vehicles per Lot or for vehicles not used on a daily basis, shall require special arrangements by the Owner being visited, or in other designated areas during the visiting period. Owners are responsible for requiring that their guests park in a proper area. In no event shall any vehicle be parked on the lawn. Posted speed limits, parking, and street signs shall be observed by all Owners, their guests, and licensees at all times. Any repair, major maintenance of motor vehicles, travel trailers, boats, etc. must be performed in the designated storage area only and is not permitted upon the homesite. Occupancy and/or living in any motor home, recreational vehicle, etc. parked at the homesite or designated storage is not permitted.

Section 10. Motorcycles, minibikes, and mopeds. Motorcycles and minibikes shall be operated in a manner that does not disturb residents.

Section 11. Guests. Owners are responsible for informing their guests of rules and regulations and are solely responsible for the conduct of their guests. No children are permitted in any recreational area, swimming pool, Common Area or other facility within the subdivision unless accompanied by the Owner or a responsible adult.

Section 12. Plants and Lawns. Owners may plant flowers, shrubs, hedges and plants on the Lot with prior approval by the Association. Lawns shall be mowed and trimmed during daylight hours and kept to a height of not more than three (3) inches. Perimeter Lot fencing is not permitted.

Section 13. Damage to Utilities. No fence posts, clothes line poles or the like, are to be driven into the ground without consulting the Association due to the danger of interfering with or damaging underground utilities. Owners will be liable for any expense incurred by the Association as a result of repairs necessitated by Owner's violation of this rule.

Section 14. Garbage, Trash, and Utilities. Garbage and trash must be stored in metal or solid plastic containers with lids and said containers, if below ground, must be stored at the rear of the home, and if above ground, must be stored within the home or garage, except when placed by street for pick up. Street pick up of garbage and trash in approved plastic bags shall be permitted. If at any time street pick up shall not be available, then garbage and trash shall be placed as required by the entity providing such service.

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 notification to the pet owner.

Owners shall be liable for and shall defend, indemnify and hold the Association harmless for all personal injury or property damage caused by pets. Owners shall, in addition, comply with all provisions of any municipal code and the laws of the State of Florida with respect to dogs and other pets.

Section 16. Residency. The community is intended and operated to provide housing for older persons and the facilities and services of the community are designed to meet the physical or social needs of older persons. It is the policy of the community to limit or restrict the occupancy of the housing units of the community in order to carry out such intent.

At all times and under all circumstances, eighty percent (80%) or more of the occupied residential units of the community as a whole shall have at least one (1) resident who is 55 years of age or older.

All persons intending to occupy a housing unit in the community, shall, prior to such occupancy, make application for residency and shall provide such evidence of age of each intended occupant as may be required for the determination of the ages of such intended occupants, for example, a photocopy of a birth certificate, a bona fide driver's license or such other acceptable document. A determination shall be made that such intended occupancy shall not cause or potentially cause a violation of the provision hereof that not less than eighty percent (80%) of all residential units occupied shall be occupied by at least one (1) person 55 years of age or older. If such intended occupancy shall cause or potentially cause such a violation, such intended occupancy shall be denied, forbidden or prohibited.

A "qualified occupant" is defined as an occupant of a residential unit who is 55 years of age, or older. A "qualified occupancy" is defined as the occupancy of a residential unit of which at least one (1) of the occupants is a qualified occupant. An "unqualified occupant" is defined as

an occupant of a residential unit who is less than 55 years of age. A "temporary occupant" is defined as an occupant whose occupancy of a residential unit does not exceed thirty (30) days in any calendar year.

If an occupancy which is a qualified occupancy shall cease to be a qualified occupancy, and if such cessation shall cause a violation of the provision hereof that no less than eighty percent (80%) of all residential units occupied shall be occupied by at least one (1) person 55 years of age or older, then such occupancy of the residential unit shall terminate upon such cessation and such residential unit shall be vacated immediately and forthwith.

No person under the age of sixteen (16) years shall occupy a residential unit except as a temporary occupant. Occupancies by any occupant or occupants under sixteen (16) years shall not exceed thirty (30) days in any calendar year on an accumulative basis in any single residence.

The Association shall have the right to interpret, administer and enforce the provisions of this Article VI, Section 16.

All owners of a residential unit, jointly and severally, and all lessees of a residential unit jointly and severally, on behalf of themselves, their heirs, personal representatives, successors, grantees, and assigns, agree to abide by and to be bound by the provisions hereof and to indemnify and hold harmless the Association from all claims, fines, penalties, actions, causes of actions, costs, expenses or other charges of any kind or nature whatsoever caused by or resulting from the occupancy of the residential unit owned by such owners or leased by such lessees which violates the requirement that eighty percent (80%) of the occupied residential units of the community as a whole shall have at least one (1) occupant who is fifty-five (55) years of age or older.

Section 17. Recreational Areas. Rules posted at the swimming pool and other common or recreational areas must be observed at all times and will be strictly enforced. The recreational facilities are provided for use by Owners as members and their guests on a "use at your own risk" basis. Use of the facilities is subject to restriction and revocation, or either of them, and the Association reserves the right to revoke the privilege to use such facilities to any person who abuses or misuses the facilities or who violates posted rules. Hours for operation of the various facilities shall be determined by the Association, in its sole discretion and within its capability to provide proper maintenance of the facilities.

Section 18. Peddling. Peddling and soliciting are not allowed in the subdivision without prior written consent of the Association.

Section 19. Signs and Business. No Owner shall erect or display, either on the Lot or on the home, any sign or engage in any commercial activity thereon or therefrom, unless prior written approval from the Association has been obtained. (EXCEPTION: one (1) "For Sale"

sign, or one (1) "For Rent" sign, not less than 15" x 15" nor more than 18" x 24" is permitted advertising the home or Lot for sale or for rent, provided said sign is placed from the interior of the home in a window, front or side, facing a street within the subdivision.) In the event any sign is installed on any Lot or on the exterior of any home, which violates this paragraph, the removal by the Association shall not be deemed a trespass and the Association shall not be liable to the Owner for the entry upon the Lot for removal, or for any damage or loss to the sign.

Section 20. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plats. Within these easements, no structure, planting or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, or change the direction or flow of drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

Section 21. Leases and Rentals. All leases and rentals of a home unit must be in writing, for a duration of thirty (30) days or more, specifically be subject to this Consolidated Declaration, the Articles and the Bylaws, and copies of any leases or rentals shall be delivered prior to occupancy to the Association at its office in Lakeland, Florida.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Consolidated Declaration. Failure by the Association or by any Owner to enforce any such covenant, condition, reservation, lien, charge or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Consolidated Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Consolidated Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

This Consolidated Declaration may be amended, at any time and from time to time as follows: 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 (70%) percent 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.

Section 4. Special provision regarding the Golf Course. It is specifically noted that the Properties or portions thereof, abut lands upon which a golf course is located and operated, and upon which the game of golf is played. The normal operation of a golf course, and the playing of the game of golf thereon causes or may cause the flight of golf balls over and upon Properties abutting, adjacent to or in close proximity of the golf course, causes or may cause players of the game of golf to intrude upon Properties to recover golf balls, and may result in golf balls from time to time, coming into contact with persons or the Properties. Persons who reside, temporarily or permanently upon any portion of the Properties by the acceptance of such title or by residing upon the Properties, waive, release, and relinquish any and all complaints, claims, demands, actions, and causes of action against, and all liabilities and obligations of the Association, the owner of such golf course, and the operator of such golf course, at any time or in any way resulting from, arising from or in regard to the operation of the golf course or the activities thereon.

Section 5. Adoption of Recitals. The recitals set forth above are true and correct and by this reference are incorporated into the body of this Consolidated Declaration.

Section 6. Restatement and Consolidation. This Consolidated Declaration amends, restates, and consolidates in whole the Original Declarations and shall be effective the date set forth above and shall relate specifically back to the date of recording of each of the Original Declarations, as applicable.

Section 7. Villa Units. Notwithstanding anything to the contrary contained in this Consolidated Declaration, this Consolidated Declaration does not and shall not amend, alter or modify the provisions of any amendments to the Original Declarations, which amendments pertained specifically to the portion of the Properties commonly known as the Villa Units ("Villa Units"), including, without limitation, that certain Amendment to Declaration for Phase II at Sandpiper, as recorded in Official Records Book 5214, Page 1676, Public Records of Polk County, Florida, which specifically pertains to the Villa Phase II property (i.e., Lots 1-28, inclusive, as recorded in Plat Book 85, Page 5, Public Records of Polk County, Florida); that certain Amendment to Declaration for Phase V at Sandpiper, as recorded in Official Records Book 5214, Page 1708, Public Records of Polk County, Florida, which specifically pertains to the Villa Phase V property (i.e., Lots 1-34, inclusive, as recorded in Plat Book 86, Page 25, Public Records of Polk County, Florida); and that certain Amendment to Declaration for Phase

VI at Sandpiper, as recorded in Official Records Book 5214, Page 1745, Public Records of Polk County, Florida, which specifically pertains to the Villa Phase VI property (i.e., Lots 1-20, inclusive, and Lots 25-30, inclusive, as recorded in Plat Book 86, Page 26, Public Records of Polk County, Florida) (collectively, "Villa Units Amendments"). The Villa Units and the Owners of the Villa Units shall be held, sold and conveyed subject to the applicable Villa Units Amendments, as may be amended, and this Consolidated Declaration, as may be amended.

[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 30th day of NOVEMBER, 2009.

Witnesses:

Arrienne Wahlbrink
Witness #1 as to both
ARRIENNE WAHLBRINK
Printed Name of Witness #1

Jean M. Ruskovic
Witness #2 as to both
Jean M. Ruskovic
Printed Name of Witness #2

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

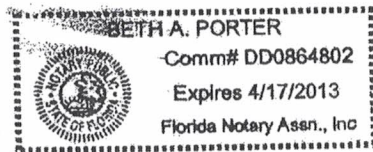
By: *Dave Legere*
Dave Legere, its President

Attest:

By: *Carol Hoffman*
Carol Hoffman, its Secretary

STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY that on this 30th day of November 2009, personally appeared before me, an officer duly acknowledged to administer oaths and take acknowledgments, Dave Legere, 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; and Carol Hoffman, as Secretary 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 "1"

(Page 1 of 2)

All Lots (excluding any Common Area and any golf course property) as shown on the following recorded plats:

Phase I of Sandpiper Golf & Country Club, as recorded in Plat Book 83, Pages 29 and 30, Public Records of Polk County, Florida.

Phase II of Sandpiper Golf & Country Club, as recorded in Plat Book 85, Pages 5 and 6, Public Records of Polk County, Florida.

Phase III of Sandpiper Golf & Country Club, as recorded in Plat Book 85, Page 7, Public Records of Polk County, Florida.

Phase III-A of Sandpiper Golf & Country Club, as recorded in Plat Book 85, Page 26, Public Records of Polk County, Florida.

Phase IV of Sandpiper Golf & Country Club, as recorded in Plat Book 86, Pages 23 and 24, Public Records of Polk County, Florida.

Phase V of Sandpiper Golf & Country Club, as recorded in Plat Book 86, Page 25, Public Records of Polk County, Florida.

Phase VI of Sandpiper Golf & Country Club, as recorded in Plat Book 86, Page 26, Public Records of Polk County, Florida.

Phase VII of Sandpiper Golf & Country Club, as recorded in Plat Book 87, Page 35, Public Records of Polk County, Florida.

Phase VII Replat of Sandpiper Golf & Country Club, as recorded in Plat Book 91, Pages 15 and 16, Public Records of Polk County, Florida.

Phase VIII of Sandpiper Golf & Country Club, as recorded in Plat Book 90, Page 42, Public Records of Polk County, Florida.

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Phase IX of Sandpiper Golf & Country Club, as recorded in Plat Book 91, Pages 6 and 7, Public Records of Polk County, Florida.

Phase X of Sandpiper Golf & Country Club, as recorded in Plat Book 92, Page 26, Public Records of Polk County, Florida.

Phase XI of Sandpiper Golf & Country Club, as recorded in Plat Book 92, Pages 34 and 35, Public Records of Polk County, Florida.

Phase XII of Sandpiper Golf & Country Club, as recorded in Plat Book 93, Page 41, Public Records of Polk County, Florida.

Phase XIII of Sandpiper Golf & Country Club, as recorded in Plat Book 93, Pages 19 and 20, Public Records of Polk County, Florida.

Phase XIV of Sandpiper Golf & Country Club, as recorded in Plat Book 95, Page 26, Public Records of Polk County, Florida.

Phase XV of Sandpiper Golf & Country Club, as recorded in Plat Book 97, Page 11, Public Records of Polk County, Florida.

Phase XVI of Sandpiper Golf & Country Club, as recorded in Plat Book 97, Page 12, Public Records of Polk County, Florida.