

Prepared by &
Return to
Charles W. McKinnon, Esq.
McKinnon & McKinnon
Chartered
405 Ocean Drive
Vero Beach, FL 32963

IN THE RECORDS OF
JEFFREY K. BARTON
CLERK CIRCUIT COURT
INDIAN RIVER CO., FLA.

1239566

24.00

CERTIFICATE OF AMENDMENT TO
DECLARATION OF CONDOMINIUM

OF

SPINDRIFT CONDOMINIUM ASSOCIATION OF VERO BEACH, INC.

The undersigned, being the President and Secretary of Spindrifft Condominium Association of Vero Beach, Inc., a Florida corporation, hereby certify that at a duly called meeting of all of the owners of condominium units in the above-named condominium, duly held on the 23rd day of August, 2000, in accordance with the requirements of Florida law, and of the Declaration of Condominium of Spindrifft, a Condominium, recorded in Official Record Book 641, Page 2142, Public Records of Indian River County, Florida, and after the adoption of a Resolution proposing said amendments by the Board of Directors, not less than Sixty-Six and Two-Thirds percent (66 2/3%) of the voting members in the aforementioned condominium affirmatively voted to amend the Declaration of Condominium as hereinafter set out.

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Paragraphs 16a, 16b, 17 and 19 of the Declaration of Condominium are amended to read as follows:

16. Insurance coverage, use and distribution of proceeds, repair or reconstruction after casualty.

a. All insurance policies upon the Condominium property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Unit owners, without naming them. Provision shall be made for the issuance of mortgagee endorsements and/or memoranda of insurance to the Unit owners and their mortgagees. Unit owners shall obtain coverage at their expense upon the interior of their Unit, including wall, floor and ceiling coverings, their hurricane shutters, their personal property and for their personal liability.

b. All buildings and improvements upon the land shall be insured in such amounts that the insured will not be a co-insurer except under deductible clauses required to obtain coverage at a reasonable cost. The coverage may exclude foundation and excavation costs, and shall exclude that part of value of each Unit occasioned by

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special improvements not common to Units otherwise comparable in construction and finish, and all increases in value of Units occasioned by alterations, betterments and further improvements. Values of insured property shall be determined annually by the Board of Directors of the Association. The coverage shall afford protection against loss or damage by fire, windstorm and other hazards covered by a standard extended coverage endorsement, and such other risks as are customarily covered with respect to buildings similar in construction, location and use, including but not limited to vandalism and malicious mischief. The Association shall also be required to carry public liability insurance in sufficient amounts to provide adequate protection to the Association and its members against any act or omission to act, on the part of the Association. All liability insurance maintained by the Association shall contain cross-liability endorsements to cover liability of the Unit owners as a group to each Unit owner.

17. Personal liability and risk of loss of owner of Unit and separate insurance coverage, etc. The owner of each Unit may, at his own expense, obtain insurance coverage for loss of or damage to any Unit floor coverings, wall coverings and ceiling coverings, electrical fixtures, appliances, air-conditioner or heating equipment, water heaters, built-in cabinets, hurricane shutters, furniture, furnishings, personal effects and other personal property belonging to such owner, and may, at his own expense and option, obtain insurance coverage against personal liability for injury to the person or property of another while within such owner's Unit or upon the Common Property or Limited Common Property. All such insurance obtained by the owner of each Unit shall, wherever such provision shall be available, provide that the insurer waives its right of subrogation as to any claims against other owners of Units, Association and the respective servants, agents and guests to said other owners and Association, and such other insurance coverage shall be obtained from the insurance company from which Association obtains coverage. Risk of loss or damage to any furniture, furnishings, personal effects and other personal property (other than such furniture, furnishings and personal property constituting a portion of the Common Property or for loss or damage for which Association is responsible under other provisions of this Declaration) belonging to or carried on the person of the then owner of each Unit, or which may be stored in

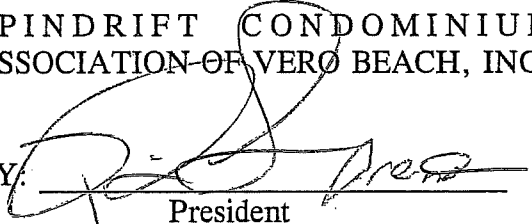
any Unit, or in, to or upon Common Property or Limited Common Property, shall be borne by the owner of each such Unit. All personal property and furnishings or fixtures constituting a portion of the Common Property and held for the joint use and benefit of all owners of all Units and all other property, whether Common or not, maintenance, repair or replacement of which is the responsibility of Association under other provisions of this Declaration shall be covered by such insurance as shall be maintained in force and effect by Association as herein provided. The owner of a Unit shall have no personal liability for any damages caused by the Association or in connection with the use of the Common Property or Limited Common Property. The owner of a Unit shall be liable for injuries or damages resulting from an accident in his own Unit, to the same extent and degree that the owner of a house would be liable for an accident occurring within his house.

19. Maintenance and repair by owners of Units. Every owner must perform promptly all maintenance and repair work within his Unit which, if omitted, would affect the Condominium in its entirety or affect any part belonging to other owners, being expressly responsible for the damages and liability which his failure to do so may engender. The owner of each Unit shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all electrical fixtures, water heaters, built-in cabinets, hurricane shutters, air-conditioning, heating equipment and all other mechanical systems serving only his Unit, stoves, refrigerators, fans or other appliance or equipment, including any fixtures and/or their connection required to provide water, light power, telephone, sewage and sanitary service to his Unit and which may now or hereafter be situated in his Unit or be for the purpose of serving only his Unit. Such owner shall further be responsible and liable for maintenance, repair and replacement of any and all interior wall, ceiling and floor surfaces, windows, painting, decorating, and furnishings, and all other accessories which such owner may desire to place or maintain in his Unit. Wherever the maintenance, repair and replacement of any items which the owner of a Unit is obligated to maintain, repair or replace at his own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by Association, the proceeds of the insurance received by Association shall be

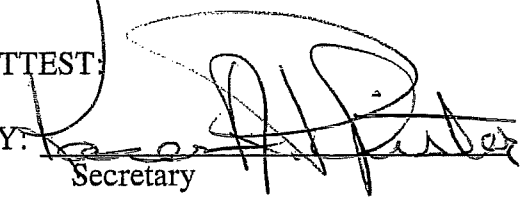
used for the purpose of making such maintenance, repair or replacement, except that the owner of such unit shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement. The floor and interior walls of a terrace, patio, balcony, yard or loggia appurtenant to a Unit, shall be maintained by the owner of the Unit at his expense; provided that an owner of a Unit shall not build, furnish or otherwise decorate or change in any manner the appearance of any portion of the exterior of the Unit owned by him or the building within which the Unit is located without the prior, written consent of the Association.

IN WITNESS WHEREOF, the undersigned President and Secretary of **SPINDRIFT CONDOMINIUM ASSOCIATION OF VERO BEACH, INC.** have executed this Certificate of Amendment to Declaration of Condominium in accordance with the authority hereinabove expressed this 30 day of November, 2000.

SPINDRIFT CONDOMINIUM
ASSOCIATION OF VERO BEACH, INC.

BY: 
President

(CORPORATE SEAL)

ATTEST:
BY: 
Secretary

STATE OF Florida
COUNTY OF Indian River

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Brian Gilbert and Karen P. Sister well known to me to be the President and Secretary of

Spindrift and that they acknowledged executing the same for such corporation, freely and voluntarily, under authority duly vested in them by said corporation, and that I relied upon the following forms of identification Personally Known and _____.

WITNESS my hand and official seal in the State and County last aforesaid, this 30th day of November, 2000.



Sarah M Gallo
My Commission CC738716
Expires April 26, 2002

Sarah Gallo
Notary Public