

Prepared by & Return to:
Jason D. Slater, Esq.
Rossway Moore Swan, P.L.
2101 Indian River Blvd, Suite 200,
Vero Beach, FL 32960

CERTIFICATE OF AMENDMENT

This Certificate of Amendment is executed on the dates set forth below by the undersigned, being the President and Secretary of Spindrift Condominium Association of Vero Beach, Inc., a Florida not-for-profit corporation, (hereinafter the "Association"), certifying that a duly called meeting of all of the owners of the condominium units in the above-named condominium, was duly conducted and properly noticed in accordance with the requirements of Florida law, and of the Declaration of Condominium Establishing Spindrift recorded in Official Records Book 641, Page 2142, along with the Articles of Incorporation and By-Laws of the Association, in the Public Records of Indian River County, Florida (the "Declaration"), and after the adoption of a resolution proposing said amendments by a majority of the Board of Directors, not less than Seventy Five Percent (75%) of the voting members in the aforementioned condominium, including, without limitation, the owner of Unit 502 as such amendment affects that entire Unit and its appurtenant Limited Common Element, affirmatively voted to amend the Declaration as hereinafter set out.

Paragraph 15 of the Declaration is amended to read as follows:

15 Maintenance and repair of Common Property and Limited Common Property by Association. Association, at its expense, shall be responsible for the maintenance, repair and replacement of all of the Common Property and Limited Common Property, including those portions thereof which contribute to the support of the building, all conduits, ducts, plumbing, wiring and other facilities located in the Common Property and Limited Common Property for the furnishing of utility or drainage services to the Units and said Common Property and Limited Common Property and, should any incidental damage be caused to any Unit by virtue of any work which may be done or caused to be done by Association in the maintenance, repair or replacement on, of or at any Common Property, the said Association shall, at its expense, repair such incidental damage. Notwithstanding the foregoing and anything to the contrary in Section 18 below, in the event the roof patio area adjacent and connected to Unit 502 shall require replacement, the Association shall only be responsible for replacing a single tier deck at its expense; provided, however, that the owner of Unit 502 may, in his discretion, have the two tier raised deck replaced at his sole cost and expense, with any such construction design and replacement to be as approved in advance by the Association, and if such election is made by the Unit owner and Unit owner does not pay the costs of replacement in advance, the Association may proceed to collect the same, together with costs of collection, as herein provided for the collection of delinquent assessments for maintenance. If repairs to Common Property and Limited Common Property, or windows are made necessary by the negligence of any Unit owner, member of his family, or his guests, employees, agents, invitees of lessees, then such repairs shall be effect by Association at the expense of said Unit owner, and payment for the same shall be made within ten (10) days of demand by Association; if unpaid within ten (10) days, then Association may proceed to collect the same, together with costs of collection, as herein provided for the collection of delinquent assessments for maintenance. All responsibilities of Association hereunder for maintenance, repair or replacement shall be insured against loss as hereinbelow provided in paragraph 16.

All additions are underlined and except as modified and amended by this instrument the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned President and Secretary of SPINDRIFT CONDOMINIUM OF VERO BEACH, INC. have executed this Certificate of Amendment to the Declaration in accordance with the authority hereinabove expressed this 4 day of September 2013.

Signed, sealed and delivered in the presence of:

SPINDRIFT CONDOMINIUM ASSOCIATION OF VERO BEACH, INC., a Florida not-for-profit corporation

Stephanie McCorkle
(Name: Stephanie McCorkle)

By: Richard H. Puppert
Print: RICHARD H. PUPPERT
Title: President

Lauri Stevens
(Name: Lauri Stevens)

Lee Mccall
(Name: Lee Mccall)

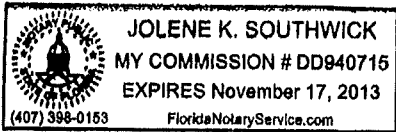
By: [Signature]
Print: Nancy Perry
Title: Secretary

Donna Williford
(Name: Donna Williford)

STATE OF FLORIDA)
) ss:
COUNTY OF INDIAN RIVER)

I HEREBY CERTIFY that before me, the undersigned authority, personally appeared Richard Papp, as President of Spindriff Condominium Association of Vero beach, Inc., who is personally known to me or who ___ has produced _____ as identification, and who, being first duly sworn under oath, deposes and says that he/she has read the foregoing Certificate of Amendment executed by him/her and that the facts contained therein are true and correct to the best of his/her knowledge and belief, and that he/she executed same on behalf of the Association.

SUBSCRIBED and SWORN TO before me this 4th day of September, 2013.



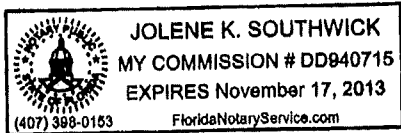
[SEAL]

Jolene K. Southwick
Notary Public, State of Florida at Large
Jolene K. Southwick
(Print Notary's Name)

STATE OF FLORIDA)
) ss:
COUNTY OF INDIAN RIVER)

I HEREBY CERTIFY that before me, the undersigned authority, personally appeared Nancy Perry, as Secretary of Spindriff Condominium Association of Vero beach, Inc., who is personally known to me or who ___ has produced _____ as identification, and who, being first duly sworn under oath, deposes and says that he/she has read the foregoing Certificate of Amendment executed by him/her and that the facts contained therein are true and correct to the best of his/her knowledge and belief, and that he/she executed same on behalf of the Association.

SUBSCRIBED and SWORN TO before me this 4th day of September, 2013.



[SEAL]

Jolene K. Southwick
Notary Public, State of Florida at Large
Jolene K. Southwick
(Print Notary's Name)