

10/25/07

This instrument was prepared by:
PETER C. MOLLENGARDEN, ESQUIRE,
Becker & Poliakoff, P.A.
625 N. Flagler Drive, 7th Floor
West Palm Beach, FL 33401
(W-C112)

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 3124951 10/25/2007 at 01:43 PM
OR BOOK 2897 PAGE 48 - 49 Doc Type: CDECCOND
RECORDING: \$18.50

**CORRECTIVE
CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
THE SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I**

WHEREAS, the Declaration of Condominium of The Sands on the Ocean, A Condominium, Section I, has been duly recorded in the Public Records of St. Lucie County, Florida, in Official Record Book 404 at Page 1995; and

WHEREAS, at a duly called and noticed meeting of the membership of The Sands on the Ocean, A Condominium, Section I Association, Inc., a Florida not-for-profit corporation, held on December 21, 2004, the aforementioned Declaration of Condominium was amended pursuant to the provisions of said Declaration; and

WHEREAS, the Certificate of Amendment originally recorded in Official Record Book 2215 at Page 1796 inadvertently referenced the incorrect Official Record Book and Page of the Declaration of Condominium and this Corrective Certificate of Amendment is hereby recorded to correct the reference to the recording information (Official Record Book and Page) of the Declaration of Condominium.

NOW, THEREFORE, the undersigned hereby certify that the following amendment to the Declaration is a true and correct copy of the amendment as amended by the membership:

**AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
THE SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~",
unaffected text indicated by "...")

**SECTION 10
MAINTENANCE, ALTERATIONS AND IMPROVEMENTS**

10.2.7 Hurricane Shutters. Notwithstanding anything contained in this Declaration to the contrary, each Unit within the Condominium Property must have hurricane shutters installed on all exterior windows, sliding glass doors and other apertures, in compliance with the applicable building code. The hurricane shutters installed shall be consistent with the guidelines and specifications as may be made and amended from time to time by the Board of Directors. The cost of installing, maintaining, repairing, replacing and operating the hurricane shutters shall be the responsibility of each Unit Owner. All hurricane shutter installations must have prior written approval from the Board of Directors, which may be conditioned upon the submission of appropriate plans and specifications evidencing that the proposed installation will conform to the Association's guidelines and specifications. All hurricane shutters installed must be maintained, repaired and replaced by the Unit Owner, as appropriate, so as to be in good working order at all times. All Units must have hurricane shutters ordered by February 15, 2005 and installed no later than June 1, 2005. Any Unit Owner who fails to install approved hurricane shutters within the required timeframe or who fails to properly maintain, repair or replace hurricane shutters as required herein, shall be deemed to authorize the Association, after reasonable written notice from the Association, to perform any necessary installation, maintenance, repair or replacement of the hurricane shutters with respect to such Unit, which shall be done at the expense of the Unit Owner and which

10/25/07

shall be secured by a lien against the Unit enforceable in the same manner as the lien for any other assessment levied by the Association, which lien shall also secure interest, costs and attorneys' fees. The Association shall have the authority to schedule and conduct inspections of the hurricane shutters on all Units on an annual basis or at such times as the Board determines such inspections to be necessary and proper in order to protect the interests of the Association and insure that all shutters are functioning properly.

WITNESS my signature hereto this 15th day of OCTOBER, 2005, at Ft. Pierce, St. Lucie County, Florida.

THE SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I ASSOCIATION, INC.

Fred Deodato
Witness

By: Vito Caolo
President

Fred Deodato
(PRINT NAME)

Jeff Amador
Witness

Attest: Annabel Romm
Secretary

[Signature]
(PRINT NAME)

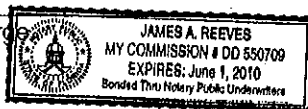
STATE OF FLORIDA :

COUNTY OF ST. LUCIE :

The foregoing instrument was acknowledged before me this 15th day of OCTOBER 2005, by VITO CAOLO and ANNABEL ROMM, as PRESIDENT and SECRETARY respectively, of The Sands on the Ocean, A Condominium, Section I Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced SELF as identification and did take an oath.

James A Reeves (Signature)
JAMES A REEVES (Print Name)

Notary Public, State of Florida at Largo



WPB_DB: 268977_2

10/25/07

This instrument was prepared by:
PETER C. MOLLENGARDEN, ESQUIRE,
Becker & Pollakoff, P.A.
625 N. Flegler Drive, 7th Floor
West Palm Beach, FL 33401
(W-C112)

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 3124953 10/25/2007 at 01:45 PM
OR BOOK 2897 PAGE 51 - 53 Doc Type: CDECCOND
RECORDING: \$27.00

**CORRECTIVE
CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
THE SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I**

WHEREAS, the Declaration of Condominium of The Sands on the Ocean, A Condominium, Section I, has been duly recorded in the Public Records of St. Lucie County, Florida, in Official Record Book 404 at Page 1995; and

WHEREAS, at a duly called and noticed meeting of the membership of The Sands on the Ocean, A Condominium, Section I Association, Inc., a Florida not-for-profit corporation, held on March 4, 2004, the aforementioned Declaration of Condominium was amended pursuant to the provisions of said Declaration; and

WHEREAS, the Certificate of Amendment originally recorded in Official Record Book 1958 at Page 2648 inadvertently referenced the incorrect Official Record Book and Page of the Declaration of Condominium and this Corrective Certificate of Amendment is hereby recorded to correct the reference to the recording information (Official Record Book and Page) of the Declaration of Condominium.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration is a true and correct copy of the amendments as amended by the membership:

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OF
THE SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

**SECTION 7: OWNERSHIP OF COMMON ELEMENTS AND RESTRICTIONS
THERE TO**

The owner of each Unit shall own a share in certain interest in the Condominium Property which is appurtenant to his Unit, which includes, but is not limited to, the following items which are appurtenant to the several Units, as indicated:

7.3 Automobile Parking Spaces ...

7.3.2. Notwithstanding any provisions herein contained to the contrary, there shall only always be at least one (1) Parking Space appurtenant to each Unit and no transfer shall be made which shall result in a Unit having no Parking Space appurtenant thereto or having more than one (1) Parking Space appurtenant thereto. The Association retains the right to reassign Parking Spaces if required for future projects.

10/25/07

SECTION 17: CONVEYANCE, SALE, LEASE OR OTHER TRANSFER

17.1 Transfers Subject to Approval

17.1.1. Sale and Gift Subject to the provisions of this Declaration, including without limitation, Section 26.1 hereof. A Unit Owner may not sell, convey or transfer a Unit or any interest therein without the approval of the Association.

17.1.2. Lease A Unit Owner ~~shall~~ may not lease a Unit or any interest therein for a term of less than ~~thirty (30) two (2) consecutive days per months.~~ two (2) consecutive months or more but less than 181 consecutive days. A unit owner shall not lease a Unit for a term of more than one hundred eighty-one (180 181) consecutive days without the approval of the Board.

17.2 Transfers Not Subject to Approval

17.2.3 **Seasonal Leasing** No Unit may be leased for a period of less than ~~one (1) two (2) consecutive months (30 days).~~ two (2) consecutive months (30 days). Any lease of a Unit for ~~thirty (30) days~~ two (2) consecutive months or more but less than 181 consecutive days shall not be subject to approval of the Association. Except for the limitations contained in this Section and Section 17.1.2 herein, the Unit Owner may lease his Unit to any responsible adult provided, however, that the Unit Owner shall be responsible to the Association for the repair or replacement of any property of the Association damaged or destroyed by the lessee, or guest, invitees, or visitors thereof. Written notice of the rental to said lessee, together with a listing of all proposed occupants, the names, ages, occupations and permanent addresses thereof, shall be furnished by the Unit Owner or its agent to the Secretary of the Association (or the representative of the Association upon the premises in the absence of the Secretary) no less than 24-hours prior to the time of occupancy by said lessee.

17.3 **Approvals** The approvals when required for the transfer of ownership or lease of a Unit shall be obtained in the following manner:

17.3.1. Notice to Association

(1) **Sale** A Unit Owner intending to make a bona fide sale of his Unit or any interest therein shall give to the Association notice, in writing, of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. The notice must be accompanied by a non-refundable transfer fee per applicant (husband/wife and parent/dependent child shall be regarded as one applicant) of an amount established by the Board of Directors from time to time, not to exceed the maximum amount allowed by law from time to time. Such notice may include a demand by the Unit Owner that the Association furnish a purchaser if the proposed purchaser is not approved and, if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell, which contract shall be executed by the purchaser and seller and is to contain a provision reciting that the contract is subject to the approval of the Association as provided in the Declaration of Condominium, or words of similar effect.

10/25/07

SECTION 26: UNIT OCCUPANCY AND USE RESTRICTIONS

26.1 Occupancy. Each Unit may only be occupied and used for residential purposes by a single family. A corporation may own a Unit. No Unit Owner and/or his or her spouse shall in the aggregate and/or collectively, own or hold any ownership interest in any capacity to more than three (3) Units at any time including, without limitation, individually, jointly, and/or as a shareholder, partner, principle, director, trustee, beneficiary or any other similar interest in or to any corporation, partnership, trust or any other entity owning any interest in or of a Unit. This limitation on number of Units a Unit Owner may own does not apply to the acquisition of units by the Association in any manner, nor to any institutional mortgagee acquiring a unit by foreclosure or deed in lieu of foreclosure.

WITNESS my signature hereto this 15th day of OCTOBER, 2004, at Ft. Pierce, St. Lucie County, Florida.

THE SANDS ON THE OCEAN, A CONDOMINIUM,
SECTION I ASSOCIATION, INC.

[Signature]
Witness

By: [Signature] President

Jeff Amedure
(PRINT NAME)

Fred Deodato
Witness

Attest: [Signature] Secretary

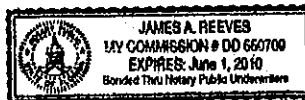
Fred Deodato
(PRINT NAME)

STATE OF FLORIDA :

COUNTY OF ST. LUCIE :

The foregoing instrument was acknowledged before me this 15th day of OCTOBER, 2004, by VITO CAOLO and ANNABEL POMM, as PRESIDENT and SECRETARY respectively, of The Sands on the Ocean, A Condominium, Section I Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced SK LL as identification and did take an oath.

[Signature] (Signature)
JAMES A REEVES (Print Name)



Notary Public, State of Florida at Large

4/15/05

This instrument was prepared by:
PETER C. MOLLENGARDEN, ESQUIRE,
Becker & Poliakoff, P.A.
500 Australian Avenue South
9th Floor
West Palm Beach, FL 33401

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
THE SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I**

WHEREAS, the Declaration of Condominium of The Sands on the Ocean, A Condominium, Section I, has been duly recorded in the Public Records of St. Lucie County, Florida, in Official Record Book 850 at Page 1934; and

WHEREAS, at a duly called and noticed meeting of the membership of The Sands on the Ocean, A Condominium, Section I Association, Inc., a Florida not-for-profit corporation, held on December 21, 2004, the aforementioned Declaration of Condominium was amended pursuant to the provisions of said Declaration.

NOW, THEREFORE, the undersigned hereby certify that the following amendment to the Declaration is a true and correct copy of the amendment as amended by the membership:

**AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
THE SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~",
unaffected text indicated by "...")

**SECTION 10
MAINTENANCE, ALTERATIONS AND IMPROVEMENTS**

10.2.7 Hurricane Shutters. Notwithstanding anything contained in this Declaration to the contrary, each Unit within the Condominium Property must have hurricane shutters installed on all exterior windows, sliding glass doors and other apertures, in compliance with the applicable building code. The hurricane shutters installed shall be consistent with the guidelines and specifications as may be made and amended from time to time by the Board of Directors. The cost of installing, maintaining, repairing, replacing and operating the hurricane shutters shall be the responsibility of each Unit Owner. All hurricane shutter installations must have prior written approval from the Board of Directors, which may be conditioned upon the submission of appropriate plans and specifications evidencing that the proposed installation will conform to the Association's guidelines and specifications. All hurricane shutters installed must be maintained, repaired and replaced by the Unit Owner, as appropriate, so as to be in good working order at all times. All Units must have hurricane shutters ordered by February 15, 2005 and installed no later than June 1, 2005. Any Unit Owner who fails to install approved hurricane shutters within the required timeframe or who fails to properly maintain, repair or replace hurricane shutters as required herein, shall be deemed to authorize the Association, after reasonable written notice from the Association, to perform any necessary installation, maintenance, repair or replacement of the hurricane shutters with respect to such Unit, which shall be done at the expense of the Unit Owner and which shall be secured by a lien against the Unit enforceable in the same manner as the lien for any other assessment levied by the Association, which lien shall also secure interest, costs and attorneys' fees. The Association shall have the authority to schedule and conduct inspections of the hurricane shutters on all Units on an annual basis or at such times as the Board determines such inspections to be necessary and proper in order to protect the interests of the Association and insure that all shutters are functioning properly.

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WITNESS my signature hereto this 15th day of OCTOBER, 2005, at Ft. Pierce, St. Lucie County, Florida.

THE SANDS ON THE OCEAN, A CONDOMINIUM,
SECTION I ASSOCIATION, INC.

Fred Deodato
Witness

By: Vito Caolo
President

Fred Deodato
(PRINT NAME)

Jeff Anderson
Witness

Attest: Annabel Romm
Secretary

[Signature]
(PRINT NAME)

STATE OF FLORIDA | :

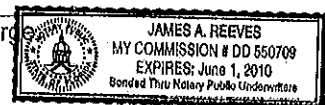
COUNTY OF ST. LUCIE :

The foregoing instrument was acknowledged before me this 15th day of OCTOBER 2005, by VITO CAOLO and ANNABEL ROMM, as PRESIDENT and SECRETARY respectively, of The Sands on the Ocean, A Condominium, Section I Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced SELF as identification and did take an oath.

James A Reeves (Signature)
JAMES A REEVES (Print Name)

Notary Public, State of Florida at Largo

WPB_DB: 268977_2



This instrument was prepared by:
PETER C. MOLLENGARDEN, ESQUIRE,
Becker & Pollekoff, P.A.
500 Australian Avenue South
9th Floor
West Palm Beach, FL 33401
(W-C112)

E

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
THE SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I**

WHEREAS, the Declaration of Condominium of The Sands on the Ocean, A Condominium, Section I, has been duly recorded in the Public Records of St. Lucie County, Florida, in Official Record Book 850 at Page 1934; and

WHEREAS, at a duly called and noticed meeting of the membership of The Sands on the Ocean, A Condominium, Section I Association, Inc., a Florida not-for-profit corporation, held on March 4, 2004, the aforementioned Declaration of Condominium was amended pursuant to the provisions of said Declaration.

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Declaration is a true and correct copy of the amendments as amended by the membership:

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM OF
THE SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I**

(Additions shown by "underlining",
deletions shown by "~~strikeout~~")

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THERE TO**

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17.1 Transfers Subject to Approval

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17.1.2. Lease A Unit Owner shall may not lease a Unit or any interest therein for a term of less than thirty (30) two (2) consecutive days per months. A unit owner shall not lease a Unit for a term of more than one hundred eighty-one (180 181) consecutive days without the approval of the Board.

17.2 Transfers Not Subject to Approval

17.2.3 Seasonal Leasing No Unit may be leased for a period of less than one (1) two (2) consecutive months (30 days). Any lease of a Unit for thirty (30) days two (2) consecutive months or more but less than 181 consecutive days shall not be subject to approval of the Association. Except for the limitations contained in this Section and Section 17.1.2 herein, the Unit Owner may lease his Unit to any responsible adult provided, however, that the Unit Owner shall be responsible to the Association for the repair or replacement of any property of the Association damaged or destroyed by the lessee, or guest, invitees, or visitors thereof. Written notice of the rental to said lessee, together with a listing of all proposed occupants, the names, ages, occupations and permanent addresses thereof, shall be furnished by the Unit Owner or its agent to the Secretary of the Association (or the representative of the Association upon the premises in the absence of the Secretary) no less than 24-hours prior to the time of occupancy by said lessee.

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17.3.1. Notice to Association

(1) Sale A Unit Owner intending to make a bona fide sale of his Unit or any interest therein shall give to the Association notice, in writing, of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. The notice must be accompanied by a non-refundable transfer fee per applicant (husband/wife and parent/dependent child shall be regarded as one applicant) of an amount established by the Board of Directors from time to time, not to exceed the maximum amount allowed by law from time to time. Such notice may include a demand by the Unit Owner that the Association furnish a purchaser if the proposed purchaser is not approved and, if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell, which contract shall be executed by the purchaser and seller and is to contain a provision reciting that the contract is subject to the approval of the Association as provided in the Declaration of Condominium, or words of similar effect.

5/05/04

SECTION 26: UNIT OCCUPANCY AND USE RESTRICTIONS

26.1 Occupancy. Each Unit may only be occupied and used for residential purposes by a single family. A corporation may own a Unit. No Unit Owner and/or his or her spouse shall in the aggregate and/or collectively, own or hold any ownership interest in any capacity to more than three (3) Units at any time including, without limitation, individually, jointly, and/or as a shareholder, partner, principle, director, trustee, beneficiary or any other similar interest in or to any corporation, partnership, trust or any other entity owning any interest in or of a Unit. This limitation on number of Units a Unit Owner may own does not apply to the acquisition of units by the Association in any manner, nor to any institutional mortgagee acquiring a unit by foreclosure or deed in lieu of foreclosure.

WITNESS my signature hereto this 15 day of MARCH, 2004, at Ft. Pierce, St. Lucie County, Florida.

THE SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I ASSOCIATION, INC.

Timothy R. Cutler
Witness

By: Vito Carlo
VITO CARLO President

TIMOTHY R. CUTLER
(PRINT NAME)

M. Roche
Witness

Attest: Annabel Romm
ANNABEL ROMM Secretary

MARSHA ROCHE
(PRINT NAME)

STATE OF FLORIDA :
COUNTY OF ST. LUCIE :

The foregoing instrument was acknowledged before me this 15 day of MARCH 2004, by VITO CARLO and ANNABEL ROMM, as PRESIDENT and SECRETARY respectively, of The Sands on the Ocean, A Condominium, Section I Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced SELF'S as identification and did take an oath.

James A. Reeves
JAMES A REEVES (Print Name)

Notary Public, State of Florida, at Large
James A. Reeves
Commission # 10112021
Expires June 1, 2006
Notary Public Seal
Atlantic Recording Co., Inc.

251626_1.DOC

8/11/03

**WRITTEN ACTION OF THE
BOARD OF ADMINISTRATION OF
THE SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I**

WHEREAS, THE SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I ASSOCIATION, INC. ("the Corporation") was formed on or about August 3, 1981, by the filing of a Certificate of Incorporation with the State of Florida on the same date; and

WHEREAS, On June 11, 2003, a Summary Final Order was entered in the action entitled **IN RE: PETITION FOR ARBITRATION Uwe F. Dyes, Petitioner, v. The Sands on the Ocean, A Condominium, Section I, Association, Inc., Respondent.**

WHEREAS, On July 23, 2003, a Final Order Denying Motion for Re-Hearing was entered in the action entitled **IN RE: PETITION FOR ARBITRATION Uwe F. Dyes, Petitioner, v. The Sands on the Ocean, A Condominium, Section I, Association, Inc., Respondent.**

WHEREAS, the Summary Final Order coupled with the Final Order Denying Motion for Re-Hearing directs the Board of Administration to file an amendment or director resolution acknowledging the invalidity of the specified amendments.

WHEREAS, in accordance with The Final Order Denying Motion for Re-Hearing this director resolution acknowledging the invalidity of the specified amendments as directed in the arbitrator's final order does not require the affirmative vote of the unit owners.

NOW THEREFORE, the undersigned, being the Directors of the Corporation do hereby consent to the adoption and approval of the following resolutions:

R E S O L U T I O N S:

RESOLVED, The Board of Administration hereby acknowledges that amendments to Sections 7.3.2, 17.1.2, 17.2.3, and 17.3.1(ii) of the Declaration of Condominium voted on September 10, 2002, are invalid and unenforceable pursuant to the Summary Final Order entered on June 11, 2003 in the

E. Donald Oakley, General

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 2250091 OR BOOK 1771 PAGE 2393
Recorded: 08/11/03 11:01

8/11/03

matter IN RE: PETITION FOR ARBITRATION Uwe F. Dyes, Petitioner, v. The Sands on the Ocean, A Condominium, Section I, Association, Inc., Respondent.

FURTHER RESOLVED, The Association shall refund any application fees collected on or after September 10, 2002;

FURTHER RESOLVED, the authorized Officers are hereby authorized and directed to take any and all further actions and to execute such additional documents as may be appropriate or necessary to comply with the Summary Final Order coupled with the Final Order Denying Motion for Re-Hearing.

DATED this FIRST day of August, 2003.

IN WITNESS WHEREOF, the undersigned have hereunto caused this instrument to be executed on the date set forth above and attest that a quorum was present and that this Written Action was taken by the majority of Directors as evidenced per Schedule "A".

Signed, Sealed and Delivered in the presence of:

"ASSOCIATION"
THE SANDS ON THE OCEAN, A
CONDOMINIUM, SECTION I,
ASSOCIATION, INC.,
a Florida corporation.

Katherine Sheridan
Witness
George Sheridan
Witness
Katherine Sheridan
Witness
George Sheridan
Witness

By: Vito Caolo
Its President
By: Annabel Roman
Its Secretary

STATE OF FLORIDA
COUNTY OF INDIAN RIVER ST. LUCIE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Vito Caolo and Annabel Roman, well known to me to be the President and Secretary, respectively, of THE SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I, ASSOCIATION, INC., a Florida corporation, and they acknowledged executing the foregoing instrument for the uses and purposes therein expressed in the presence of two subscribing witnesses, freely and voluntarily.

WITNESS my hand and official seal in the County and State last aforesaid, this 1 day of Aug, 2003.

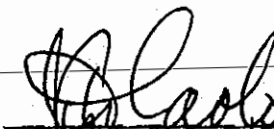
James A. Reeves
Notary Public - State of Florida at large
My Commission Expires:

James A. Reeves
Commission # DD117091
Expires June 1, 2006
Bonded Through
Atlantic Bonding Co., Inc.

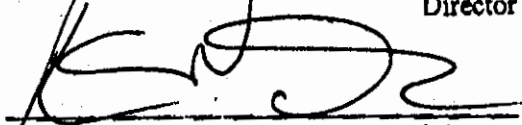
DR BOOK 1771 PAGE 2394

8/11/03

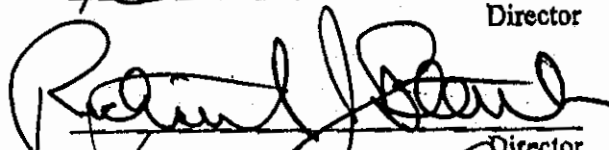
Schedule "A"



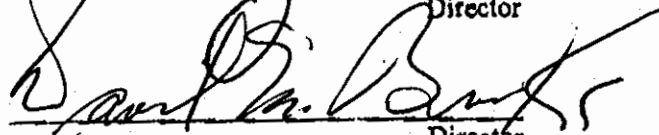
Director



Director



Director



Director

Director

9/13/02

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Sandra G. Rennick, Esq.
Gould, Cooksey, Fennell, O'Neill,
Marine, Carter & Hafner, P.A.
979 Beachland Blvd.
Vero Beach, FL 32963

RECEIVED OCT 1 1 2002

**CERTIFICATE OF AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
THE SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I**

KNOW ALL MEN BY THESE PRESENTS:

THAT THIS CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I, is made as of the 10th day of September, 2002, by THE SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I, ASSOCIATION, INC., a Florida Corporation (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, under Section 26: Amendments of the Declaration, the Declaration of Condominium of the Sands on the Ocean, a Condominium, Section I, ("Declaration") may be amended from time to time upon the execution and recording of an instrument reflecting the amendment; and

WHEREAS, all of the requirements necessary to effect an amendment to the Declaration have been met, including the holding of a meeting of the membership after notice, at which a quorum was present and the amendments adopted by two-thirds (2/3rds) of the members entitled to vote.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed, and for the purposes of protecting the value, attractiveness, and desirability of the Property, as said Property is defined in the Declaration, the Association hereby amends the Declaration as follows:

1. The above recitals are affirmed as being true and correct and hereby incorporated by reference.
2. This Declaration is hereby modified and amended as set forth below. Any conflicting provision in the Declaration is hereby declared to be modified, amended, or deleted to the extent it conflicts with the following:

9/13/02

A. Section 7.3.2. Notwithstanding any provisions herein contained to the contrary, there shall always be only one (1) Parking Space appurtenant to each Unit and no transfer shall be made which shall result in a Unit having no Parking Space appurtenant thereto. The Association retains the right to reassign Parking Spaces if required for future projects.

B. Section 17.1.2. LEASE: A Unit owner may not lease a Unit or any interest therein for a term of less than sixty (60) consecutive days. Any lease of a Unit or any interest therein for a term of sixty (60) days or more shall be subject to the approval by the Board of Directors of the Association, or any such member thereof that the Board of Directors appoints.

The unit owner shall be responsible to the Association for the repair or replacement of any property of the Association damaged or destroyed by the lessee, or guests, invitees or visitors thereof. Written notice of the rental to said lessee, together with a listing of all proposed occupants, the names, ages, occupations and permanent addresses thereof, shall be furnished by the unit owner or its agent, to the Secretary of the Association (or the representative of the Association upon the premises in the absence of the Secretary) no less than twenty four (24) hours prior to the time of occupancy by said lessee.

Each unit owner shall abide by the Rules and Regulations for Leasing, and shall see to it the each lessee and occupant shall abide by the Rules and Regulations for Leasing.

C. Section 17.2.3. SEASONAL LEASING. This paragraph is hereby deleted.

D. Section 17.3.1 (ii) The following sentence shall be added: The Association shall collect an application fee in connection with the leasing of a unit. If the lease or sub-lease is a continuous renewal of a lease or sub-lease by the same lessee or sublessee, no charge shall be made.

E. The Amendments recorded at Official Records Book 685 at Page 2759, Official Records Book 729 at Page 2462, Official Records Book 850 at Page 1933, Official Records Book 0929 at Page 1603 are Amendments to the Declaration of Condominium of The Sands on The Ocean, a Condominium, Section I. Contrary to the recitations therein, and with exception to the Amendment found in Official Records Book 850 at Page 1933 which also amends the By-laws, these Amendments shall not otherwise be interpreted to amend the Articles of Incorporation or By-Laws of the Association. The Amendment at Official

9/13/02

Records Book 729, at Page 2462, regarding Share of Common Expenses, contrary to the recitation therein, is not a Proposed Amendment, but is rather an adopted Amendment.

IN WITNESS WHEREOF, the undersigned have hereunto caused this instrument to be executed on the date set forth above.

Signed, Sealed and Delivered in the presence of:

"ASSOCIATION"
THE SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I, ASSOCIATION, INC., a Florida corporation.

By: Vito Caolo
Its President

By: Annabel Romm
Its Secretary


Susan Mary Esteves
Witness
Timothy R. Cutler
Witness
Susan Mary Esteves
Witness
Timothy R. Cutler
Witness

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 Vito Caolo and Annabel Romm, well known to me to be the President and Secretary, respectively, of THE SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I, ASSOCIATION, INC., a Florida corporation, and they acknowledged executing the foregoing instrument for the uses and purposes therein expressed in the presence of two subscribing witnesses, freely and voluntarily.

WITNESS my hand and official seal in the County and State last aforesaid, this 10th day of September, 2002.

James A. Reeves
Notary Public - State of Florida at large
My Commission Expires:

 James A. Reeves
Commission # DD027091
Expires June 1, 2005
Bonded Through
Atlantic Bonding Co., Inc.

8/6/02

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:
Sandra O. Rennick, Esq.
Gould, Cooksey, Fennell, O'Neill,
Marine, Carter & Hafner, P.A.
979 Beschland Blvd.
Vero Beach, FL 32963

RECEIVED SEP 23 2002

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

1371509

**CORRECTIVE CERTIFICATE OF AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
THE SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I**

KNOW ALL MEN BY THESE PRESENTS:

THAT THIS CERTIFICATE OF AMENDMENT TO DECLARATION OF
CONDOMINIUM OF THE SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I, is
made as of the 26th day of April, 2001, by THE SANDS ON THE OCEAN, A CONDOMINIUM,
SECTION I, ASSOCIATION, INC., a Florida Corporation (hereinafter referred to as the
"Association").

WITNESSETH:

WHEREAS, under Section 26: Amendments of the Declaration, the Declaration of
Condominium of the Sands on the Ocean, a Condominium, Section I, ("Declaration") may be amended
from time to time upon the execution and recording of an instrument reflecting the amendment; and

WHEREAS, all of the requirements necessary to effect an amendment to the
Declaration have been met, including the holding of a meeting of the membership after notice, at which
a quorum was present and the amendments adopted by two-thirds (2/3rds) of the members entitled to
vote.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which
are hereby acknowledged and confirmed, and for the purposes of protecting the value, attractiveness,
and desirability of the Property, as said Property is defined in the Declaration, the Association hereby
amends the Declaration as follows:

1. The above recitals are affirmed as being true and correct and hereby incorporated by
reference.
2. This Declaration is hereby modified and amended as set forth below. Any conflicting
provision in the Declaration is hereby declared to be modified, amended, or deleted to the extent it
conflicts with the following:
 - A. Section 17.1.2. LEASE: A Unit owner may not lease a Unit or any interest

02 AUG -6 PM 2:17

OR 1510 PG 0690

File Number: 2085330 OR BOOK 1573 PAGE 2971
Recorded: 08/29/02 14:39

8/6/02

therein for a term of less than two (2) consecutive months nor more than one hundred eighty (180) consecutive days without the approval of the Board.

IN WITNESS WHEREOF, the undersigned have hereunto caused this instrument to be executed on the date set forth above.

Signed, Sealed and Delivered in the presence of:

"ASSOCIATION"
THE SANDS ON THE OCEAN, A
CONDOMINIUM, SECTION I,
ASSOCIATION, INC.,
a Florida corporation.

James A. Reeves II
Witness

Joyce B. Weiner
Witness

Barry Romm
Witness

Timothy R. Ritter
Witness

By: Ugo Carlo
Its President


By: Annabel Romm
Its 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 Ugo Carlo and ANNABEL Romm, well known to me to be the President and Secretary, respectively, of THE SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I, ASSOCIATION, INC., a Florida corporation, and they acknowledged executing the foregoing instrument for the uses and purposes therein expressed in the presence of two subscribing witnesses, freely and voluntarily.

WITNESS my hand and official seal in the County and State last aforesaid, this 30 day of July, 2002.

James A. Reeves
Notary Public - State of Florida at large
My Commission Expires:

 James A. Reeves
Commission # DD117091
Expires June 1, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

OR BOOK 1573 PAGE 2972

OR 1510 PG 0691

12/27/01

E

RECORD AND RETURN TO:
JAMES A. TAYLOR, III, ESQ.
SUITE 200
5070 NORTH A-1-A
VERO BEACH, FL 32963
561-231-4440

RECEIVED JAN 3 1 2002

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 1989977 OR BOOK 1471 PAGE 785
Recorded: 12/27/01 09:57

**CORRECTIVE CERTIFICATE OF AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
THE SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I**

THIS CORRECTIVE CERTIFICATE OF AMENDMENT is entered into on the date set forth below:

WITNESSETH:

WHEREAS, the Declaration of Condominium for THE SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I (hereinafter referred to as the "Declaration"), was duly recorded in the Public Records of St. Lucie County, Florida, in Official Records Book 850 at Page 1934 to 1997; and

WHEREAS, at a duly called and noticed meeting of the membership of THE SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I, ASSOCIATION, INC., a Florida non-profit corporation, held on April 26, 2001, at which a quorum of the membership was present, either in person or by proxy, the Declaration was amended pursuant to the provisions of said Declaration; and

WHEREAS, the said membership wishes to set forth the amendments in a written instrument in order to correct and amend the previously recorded Certificate of Amendment.

NOW THEREFORE, the undersigned hereby certify, effective May 1, 2002, that the following amendments to the Declaration of Condominium are a true and correct copy of the amendments to the Declaration of Condominium as amended by the membership:

17.1.2. Lease: A Unit Owner may not lease a Unit or any interest therein for a term of less than ~~thirty (30)~~ two (2) consecutive days ~~months~~ nor or more than one hundred eighty ~~(181)~~ (180) consecutive days ~~shall not be subject to~~ without the approval of the Association.

Additions are underlined, and deletions are lined-through as noted above.

Except as specifically set forth above, the terms and conditions of the Declaration of Condominium shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned have affixed their respective hands and seals this 6th day of December, 2001.

Signed, sealed, and delivered in the presence of:

"CORPORATION"

THE SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I, ASSOCIATION, INC., a Florida not-for-profit corporation

Barney Romm
 (Name: BARNEY ROMM)

Edward Lange
 (Name: EDWARD LANGE)

By: James R. Strohecker
 JAMES R. STROHECKER, President

Attest: Annabel Romm
 ANNABEL ROMM, Secretary

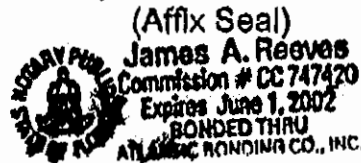
STATE OF FLORIDA)
) ss:
 COUNTY OF ST. LUCIE)

I HEREBY CERTIFY that before me, a Notary Public, personally appeared JAMES R. STROHECKER, as President, and ANNABEL ROMM, as Secretary, of THE SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I, ASSOCIATION, INC., a Florida non-for-profit corporation, who did acknowledge and swear before me that said persons executed the foregoing Instrument for the uses and purposes therein set forth on behalf of said Corporation. I further state that (check one) I have examined the current driver's licenses of the aforesaid persons or I am familiar with the identities of the aforesaid persons and have confirmed said persons' respective identities.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at the County and State aforesaid this 6 day of December, 2001.

JAMES A REEVES
 NOTARY PUBLIC, STATE OF FLORIDA
 (Name: James A Reeves)

My commission expires:



5/31/01
Annabel Romm, Secretary
The Sands On The Ocean
3100 North A-1-A
Fort Pierce, Florida 34949

CERTIFICATE OF AMENDMENT
DECLARATION OF CONDOMINIUM OF THE
THE SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I

(Underlining indicates additions; "---" indicates deletions)

WHEREAS, the Declaration of Condominium for THE SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I has been duly recorded in the Public Records of St. Lucie County, Florida, in official Records Book 0850 at Page 1934 to 1997; and,

WHEREAS, at a duly called and noticed meeting of the membership of THE SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I, A Florida not -for-profit corporation, held on April 26, 2001, the Declaration was amended pursuant to the provisions of said Declaration.

NOW THEREFORE, the undersigned hereby certify, effective May 1, 2002, that the following amendments to the Declaration are a true and correct copy of the amendments to the Declaration of Condominium as amended by the membership:

17.1.2 Lease: A Unit Owner may not lease a Unit or any interest therein for a term of less than ~~thirty (30)~~ two (2) consecutive ~~days~~ months nor more than one hundred eighty (181) consecutive days shall not be subject to the approval of the Association.

17.2.3 Seasonal Leasing: Any lease of a unit for ~~thirty (30)~~ two (2) or more consecutive ~~days~~ months and less than 181 consecutive days shall not be subject to approval of the Association.

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
File Number: 1918879 OR BOOK 1397 PAGE 2949
Recorded: 05/31/01 10:15

WITNESS my signature hereto this 10th day of May, 2001, at Ft. Pierce, St. Lucie County, Florida.

THE SANDS ON THE OCEAN, A
CONDOMINIUM SECTION I
ASSOCIATION, INC.

[Signature]

Witness

By:

[Signature]
President

[Signature]

Witness

Attest:

[Signature]
Secretary

STATE OF FLORIDA)
) SS:
COUNTY OF ST. LUCIE)

I HEREBY CERTIFY that on this day before me personally appeared JAMES R. STROHECKER and ANNABEL Romm, the President and Secretary, respectfully, of the foregoing corporation, known to me personally to be such, and they severally acknowledged to me that the said certificate is the free and voluntary act and deed of them, and each of them, each for himself and not for the other, and that the facts therein stated are truly set forth.

Dated at Ft. Pierce, St. Lucie County, Florida, this 10th day of MAY, 2001.

[Signature]
Notary Public, State of Florida

My Commission Expires:



DR BOOK 1397 PAGE 2950

X

Ref
Sands
E

Prepared by:
TIMOTHY R. CUTLER
3100 NORTH A-1-A #706
FORT PIERCE, FL 34949

10/26/94

CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
THE SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I

WHEREAS, the Declaration of Condominium for THE SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I has been duly recorded in the Public Records of St. Lucie County, Florida, in Official Records Book 404 at Page 1995; and,

WHEREAS, the Articles of Incorporation and By-Laws for THE SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I ASSOCIATION, INC. are attached as an exhibit thereto; and,

WHEREAS, the Articles of Incorporation were not amended except as previously recorded in Official Records Book 639 at Pages 1149-1150 and in Official Records Book 685 Pages 2259-2760, and

WHEREAS, changes to the original pages recorded in Official Records Book 404 Pages 1995-2025, 2027, 2030-2044, 2053 and 2064-2081 have been duly recorded in the Public Records of St. Lucie County, Florida, in Official Records Book 0850 at Page 1933.

WHEREAS, the reference to changes in Official Records Book 404, Pages 2030-2044 were not recorded.

NOW THEREFORE, the undersigned hereby certify that Pages 2030-2044 in Official Records Book 4040 remain an integral part of Exhibit B and be identified as Pages 100.1-100.15 in the current documents.

RECEIVED NOV 03 1994

10/26/94

WITNESS my signature hereto this 20th day of October, 1994 at Fort Pierce, St Lucie County, Florida.

THE SANDS ON THE OCEAN, A
CONDOMINIUM SECTION I
ASSOCIATION, INC.

Anabel Romm
Witness

By: Thomas Ryan
President

Anabel Romm
Witness

Attest: Tim Cutler
Secretary

STATE OF FLORIDA)
)SS:
COUNTY OF ST. LUCIE)

I HEREBY CERTIFY that on this day before me personally appeared Thomas Ryan and Tim Cutler, the President and Secretary, respectively, of the foregoing corporation, known to me personally to be such, and they severally acknowledged to me that the said certificate is the free and voluntary act and deed of them, and each of them, each for himself and not for the other, and that the facts therein stated are truly set forth.

Dated at Ft. Pierce, St. Lucie County, Florida, this 20 day of Oct, 1994.

Kimberly S. Conley
NOTARY PUBLIC, State of Florida
at large.

My commission Expires:



KIMBERLY S CONLEY
My Commission CC391647
Expires Jul. 11, 1998
Bonded by HAI
800-422-1555

Thomas E. Ryan
3100 North A-1-A #PHA-1
Fort Pierce, Florida 34949

109917

3/12/91

CERTIFICATE OF AMENOMENT TO THE
DECLARATION OF CONDOMINIUM OF
THE SANOS ON THE OCEAN, A CONDOMINIUM, SECTION I

WHEREAS, the Declaration of Condominium for THE SANOS ON THE OCEAN, A CONDOMINIUM, SECTION I has been duly recorded in the Public Records of St. Lucie County, Florida, in Official Records Book 404 at Page 1995; and,

WHEREAS, the Articles of Incorporation and By-Laws for THE SANOS ON THE OCEAN, A CONDOMINIUM, SECTION I ASSOCIATION, INC. are attached as an exhibit thereto; and,

WHEREAS, at a duly called and noticed meeting of the membership of THE SANOS ON THE OCEAN, A CONDOMINIUM, SECTION I, A Florida not-for-profit corporation, held on February 7, 1991, the Articles of Incorporation and By-Laws were amended pursuant to the provisions of said Declaration, Articles of Incorporation and By-Laws.

NOW THEREFORE, the undersigned hereby certify that the following amendments to the Articles of Incorporation and By-Laws are a true and correct copy of the amendments to the Declaration of Condominium, Articles of Incorporation and By-Laws, as amended by the membership:

AMENOMENT TO THE
ARTICLES OF INCORPORATION OF THE
SANOS ON THE OCEAN, A CONDOMINIUM, SECTION I
ASSOCIATION, INC.
PROPOSED AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF THE
SANOS ON THE OCEAN, A CONDOMINIUM, SECTION I

10.2.3. Within the Unit, to maintain, repair and replace at his expense all fans, stoves, refrigerators, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, tele- phones, sewage, and sanitary service to his Condominium Unit. ~~The floors and interior walls of any balcony, terrace or patio of a Condominium Unit shall be maintained by the Condominium Unit Owner thereof at his own expense. Any covering placed on the balcony floor, such as carpet or tile, shall be the responsibility of the Condominium Unit Owner. The Unit Owner is also responsible for upkeep, repair and acceptable appearance of any furniture, weather shutters or screening that has been added to or placed on a balcony.~~

Rec Fee \$ 15.50
Add Fee \$
Doc Tax \$ DOUGLAS DIXON
Unit Tax \$ St. Lucie County
Clerk of Circuit Court
By [Signature] Deputy Clerk
Total \$ 19.50

PROPOSED AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF THE
SANOS ON THE OCEAN, A CONDOMINIUM, SECTION I

13.1 Share of Common Expenses. Each unit Owner shall be personally liable to the Association for the payment of the Annual Assessment, and Special Assessments or Limited Assessments levied by the Association and for all costs of collecting such Assessments, including interest, delinquent Assessments, and attorney's fees at all trial and appellate levels. The Common Expenses of the Condominium shall be shared by and among Unit Owners in the manner determined under Section 8. Special Assessments and Limited Special Assessments shall be shared as determined by the Board or as otherwise provided in the Condominium Documents and the Act. Each Unit Owner shall have a share in the Common Surplus in the percentages as set forth in Exhibit C. The share of the Common Surplus shall not vest nor create in any Unit Owner the right to withdraw or receive distribution of his share of the Common Surplus.

10.1.2 All portions of the Units (except interior wall surfaces) contributing to the support of the Building, which portions shall include, but not be limited to, the outside walls of the Building and load bearing columns.

10.1.3 All conduits, ducts, plumbing, air-conditioning, wiring and other facilities for the furnishing of utility services which are contained in the portions of the Unit contributing to the support of the Building or within interior boundary walls, and all such facilities contained within a Unit which service other part(s) of the Condominium in addition to the Unit within which contained.

10.1.4 All Property owned by the Association.

10.1.5 All incidental damage caused to a Unit by such work shall be promptly repaired at the expense of the Association.

10.1.6 The Association shall have the right to make or cause to be made structural changes and improvements to the Common Elements, which are approved by the Board and which do not prejudice the right of any Unit Owner or Institutional Mortgagee, provided that the cost of same does not exceed \$5,000.

10.2 By the Condominium Parcel Owner. The responsibility of the Condominium Parcel Owner shall be as follows:

10.2.1 To maintain, repair and replace at his expense all portions of the Unit except the portions to be maintained, repaired and replaced by the Association. Included within the responsibility of the Unit Owner shall be windows, screens and doors opening into or onto his Unit, sliding glass doors and plate glass. All such maintenance, repairs and replacements shall be done without disturbing the rights of other Unit Owners.

10.2.2 To maintain, repair and replace at his own expense his individual air-conditioning and heating system inside and outside his individual Condominium Unit.

10.2.3 Within the Unit, to maintain, repair and replace at his expense all fans, stoves, refrigerators, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage, and sanitary service to his Condominium Unit. The floor and interior walls of any balcony, terrace or patio of a Condominium Unit shall be maintained by the Condominium Unit Owner thereof at his own expense.

10.2.4 Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the Building including balconies, patios or terraces or any stucco portion of the Unit.

10.2.5 To promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association.

10.2.6 No Condominium Parcel Owner other than the Developer shall make any alterations in the portions of the Building which are to be maintained by the Association, or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the Building or impair any easement without first obtaining written approval from the Board of Directors of the Association.

10.3 Alterations and Improvements. There shall be no material alterations or substantial additions to the Common Elements or Limited Common Elements, except as the same are authorized by the Board of Directors and ratified by the affirmative vote of not less than 75% of the Members. The cost of the foregoing shall be assessed as Common Expenses of this Condominium. Where any alterations or additions as aforescribed are exclusively or substantially exclusively for the benefit of the Unit Owner(s) requesting same, then the cost of such alterations or additions shall be assessed against and collected solely from the Unit Owners exclusively or substantially exclusively benefitting, and the assessment shall be levied in such proportion as may be determined as fair and equitable by the Board

of Directors of the Association. Where such alterations or additions exclusively or substantially exclusively benefit Unit Owners requesting same, said alterations or additions shall be made only when authorized by the Board of Directors and ratified by not less than 75% of the total votes of those Unit Owners exclusively or substantially exclusively benefitting therefrom.

3/12/91

SECTION 11: ENFORCEMENT OF MAINTENANCE

In the event the Owner of a Unit fails to maintain it as required in the foregoing Section 10.2, the Association, Developer, or any other Unit Owner shall have the right to proceed in court to seek compliance with the foregoing provisions, or the Association shall have the right to assess the Unit Owner and the Unit for the necessary sums to put the improvements within the Unit in good condition. After such assessment, the Association shall have the right to have its employees or agents enter the Unit and do the necessary work to enforce compliance with the above provision. Further, in the event a Unit Owner violates any of the provisions of Section 10 above, the Developer and/or the Association shall have the right to take any and all such steps as may be necessary to remedy such violation including, but not limited to, entry of the subject Unit with or without consent of the Unit Owner.

SECTION 12: DETERMINATION OF COMMON EXPENSES AND FIXING OF ASSESSMENTS THEREFOR

The Board of Directors shall from time to time and at least annually prepare a budget for the Condominium, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium (the "Annual Assessment"), and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration, the Articles of Incorporation and the By-Laws. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessment payable by each of them as determined by the Board of Directors and shall furnish copies of each budget on which such Assessments are based to all Unit Owners and, if requested in writing, to their respective Institutional Mortgagees. The Common Expenses shall include the expenses of the operation, maintenance, repair and replacement of the Common Elements, costs of carrying out of the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles of Incorporation or the By-Laws of the Association.

Notwithstanding such method of allocation of expenses, Unit Owners shall be obligated to pay special Assessments as shall be levied in addition to the Annual Assessment by the Board against Units as a result of (a) extraordinary items of expense; (b) the failure or refusal of other Unit Owners to pay their respective Annual Assessments or to otherwise pay their proportionate share of Common Expenses assessed; and (c) such other reason or basis determined by the Board which is not inconsistent with the terms of the Condominium Documents or the Act.

SECTION 13: ASSESSMENTS

13.1 Share of Common Expenses. Each Unit Owner shall be personally liable to the Association for the payment of the Annual Assessment, and special Assessments or Limited Assessments levied by the Association and for all costs of collecting such Assessments, including interest, delinquent Assessments, and attorney's fees at all trial and appellate levels. The Common Expenses of the Condominium shall be shared by and among Unit Owners in the manner determined under Section 8. Special Assessments and Limited Special Assessments shall be shared as determined by the Board or as otherwise provided in the Condominium Documents and the Act. Each Unit Owner shall have a share in the Common Surplus in the percentages as set forth in Exhibit C. The share of the Common Surplus shall not vest nor create in any Unit Owner the right to withdraw or receive distribution of his share of the Common Surplus.

13.2 Payments. The Association shall make, levy and collect Annual Assessment to pay the costs and expenses incident to the maintenance, operation and management of the Condominium and to fix and determine from time to time the sums necessary and adequate as may be provided for in this Declaration and the Exhibits attached hereto. Annual Assessments may, in the discretion of the Board,

Copy

3/12/91

EXHIBIT E

BY-LAWS

OF

THE SANDS ON THE OCEAN, A CONDOMINIUM,

SECTION I ASSOCIATION, INC.

(A Florida Corporation Not-For-Profit)

91 MAR 12 NO 52

1099177

FILED AND RECORDED
DOUGLAS DIXON CLERK
ST. LUCIE COUNTY, FL

SECTION 1: IDENTIFICATION OF ASSOCIATION

These are the By-Laws of THE SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I ASSOCIATION, INC., hereinafter referred to as the "Association", as duly adopted by its Board of Administrators. The Association is a corporation not-for-profit organized pursuant to and under Chapter 617 of the Florida Statutes for the purpose of managing, operating, and administering THE SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I located at 3201 North A1A, Fort Pierce, Florida.

1.1 The office of the Association shall be for the present at 3201 North A1A, Fort Pierce, Florida, and thereafter may be located at any place in St. Lucie County, Florida, designated by the Board of Administrators of the Association.

1.2 The fiscal year of the Association shall be the calendar year.

1.3 The seal of the Association shall bear the name of the Association, the word "Florida" and the words "Corporation Not-For-Profit".

SECTION 2: EXPLANATION OF TERMINOLOGY

Any terms contained in these By-Laws which are contained in the "Act", as herein defined, shall have the meanings thereof set forth in the Act, and for clarification the following terms shall have the following meanings:

2.1 "Act" means the Condominium Act, Chapter 718, Florida Statutes, 1976, as heretofore amended.

2.2 "Administrator" and/or "Director" means a member of the Board.

2.3 "Articles" means the Articles of Incorporation of the Association.

2.4 "Assessment" means a share of funds required for the payment of "Common Expenses", as herein defined, which from time to time is assessed against a Unit Owner.

2.5 "Association" means THE SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I ASSOCIATION, INC. a Florida corporation not-for-profit, responsible for the operation of the Condominium.

2.6 "Board" means the Board of Administration of the Association which is synonymous with the Board of Directors.

2.7 "Budget" means the Budget as defined in the Declaration.

2.8 "By-Laws" means these By-Laws of the Association.

2.9 "Common Elements" means all Land and all other portions of the Condominium Property not included in the Units.

2.10 "Common Expenses" means the expenses for which the Unit Owners are liable to the Association as set forth in various sections of the Act and in the Condominium Documents and include costs of operation, maintenance, repair or replacement of the "Common Elements" (as herein defined), costs of carrying out the powers and duties of the Association, costs of fire and extended coverage insurance and any other expenses designated as "Common Expenses" by the Board.

PROPOSED AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF THE
SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I

By-Laws. Section 1: Identification of Association.
the purpose of managing, operating, and administering THE SANDS
ON THE OCEAN, A CONDOMINIUM, SECTION I located at 3201-North-ALA
3100 North ALA, Fort Pierce, Florida 34949.

WITNESS my signature hereto this 8th day of March,
1990, at Fort Pierce, St. Lucie County, Florida.

THE SANDS ON THE OCEAN, A
CONDOMINIUM SECTION I
ASSOCIATION, INC.

Joyce B. Keiner
Witness

By: Thomas R. Ryan
President

Nanda M. Schlier
Witness

Attest: Timothy R. Cutler
Secretary

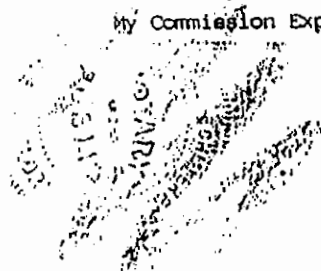
STATE OF FLORIDA)
)SS:
COUNTY OF ST. LUCIE)

I HEREBY CERTIFY that on this day before me personally
appeared THOMAS R. RYAN and TIMOTHY R. CUTLER, the Pres-
ident and Secretary, respectively, of the foregoing corporation,
known to me personally to be such, and they severally acknowledged
to me that the said certificate is the free and voluntary act and
deed of them, and each of them, each for himself and not for the
other, and that the facts therein stated are truly set forth.

Dated at Fort Pierce, St. Lucie County, Florida, this 8th
day of March, 1990.

Nanda M. Schlier
NOTARY PUBLIC, State of Florida at
Large

My Commission Expires: Notary Public, State of Florida at Large;
My Commission Expires JULY 22, 1992



4/9/90

Rec Fee \$ 10.50 DOUGLAS DIXON
 Add Fee \$ _____ St. Lucie County
 Doc Fee \$ _____ Clerk Circuit Court
 Int Fee \$ _____ By _____
 Total \$ 10.50 County Clerk

PREPARED BY
 JOSEPH A. PETTIT
 3100 North A-1-A, #702
 Fort Pierce, FL 34949

**CERTIFICATE OF AMENDMENT TO THE
 DECLARATION OF CONDOMINIUM OF
 THE SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I**

WHEREAS, the Declaration of Condominium for THE SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I has been duly recorded in the Public Records of St. Lucie County, Florida, in Official Records Book 404 at Page 1995; and,

WHEREAS, the Articles of Incorporation and By-Laws for THE SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I ASSOCIATION, INC. are attached as an exhibit thereto; and,

WHEREAS, at a duly called and noticed meeting of the membership of THE SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I, A Florida not-for-profit corporation, held on February 1, 1990, the Articles of Incorporation and By-Laws were amended pursuant to the provisions of said Declaration, Articles of Incorporation and By-Laws.

NOW THEREFORE, the undersigned hereby certify that the following amendments to the Articles of Incorporation and By-Laws are a true and correct copy of the amendments to the Declaration of Condominium, Articles of Incorporation and By-Laws, as amended by the membership:

**AMENDMENT TO THE
 ARTICLES OF INCORPORATION OF THE
 SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I
 ASSOCIATION, INC.**

(underlining indicates additions; "----" indicates deletions)

18.2.3 Seasonal Leasing. ~~No unit may be leased for a period of less than one (1) month. No unit may be leased more often than twice per calendar year. Any lease of a Unit for fourteen (14) consecutive days one (1) month and less than 181 consecutive days shall not be subject to approval of the Association.~~ No Unit may be leased for a period of less than one (1) month (30 days). Any lease of a Unit for thirty (30) days and less than 181 consecutive days shall not be subject to approval of the Association. Except for the limitations contained in Section 18.1.2 herein, the Unit Owner may lease his Unit to any responsible adult provided, however, that the Unit Owner shall be responsible to the Association for the repair or replacement of any property of the Association damaged or destroyed by the lessee, or guest, invitees, or visitors thereof. Written notice of the rental to said lessee, together with a listing of all proposed occupants, the names, ages, occupations and permanent addresses thereof, shall be furnished by the Unit Owner or its agent to the Secretary of the Association (or the representative of the Association upon the premises in the absence of the Secretary) no less than 24-hours prior to the time of occupancy by said lessee.

4/9/90

WITNESS my signature hereto this 3rd day of April, 1990, at Fort Pierce, St. Lucie County, Florida.

THE SANDS ON THE OCEAN, A
CONDOMINIUM SECTION I
ASSOCIATION, INC.

Barbara J. Abbramo
Witness
Barbara J. Abbramo
Witness

By: William G. Rogers
President

Attest: Joyce B. Weaver
Secretary

STATE OF FLORIDA)
)SS:
COUNTY OF ST. LUCIE)

I HEREBY CERTIFY that on this day before me personally appeared William G. Rogers and Joyce B. Weaver, the President and Secretary, respectively, of the foregoing corporation, known to me personally to be such, and they severally acknowledged to me that the said certificate is the free and voluntary act and deed of them, and each of them, each for himself and not for the other, and that the facts therein stated are truly set forth.

Dated at Fort Pierce, St. Lucie County, Florida, this 3rd day of April, 1990.

William G. Rogers
NOTARY PUBLIC, State of Florida at
Large

My Commission Expires:

Notary Public
State of Florida at Large
My Commission Expires
May 17, 1993

90 APR -9 P1 02
1037394
FILED AND RECORDED
DOUGLAS DIXON
ST. LUCIE COUNTY, FL

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CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
THE SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I

WHEREAS, the Declaration of Condominium for THE SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I has been duly recorded in the Public Records of St. Lucie County, Florida, in Official Records Book 404 at Page 1995; and,

WHEREAS, the Articles of Incorporation and By-Laws for THE SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I ASSOCIATION, INC. are attached as an exhibit thereto; and,

WHEREAS, at a duly called and noticed meeting of the membership of THE SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I, a Florida not-for-profit corporation, held on February 2, 1989, the Articles of Incorporation and By-Laws were amended pursuant to the provisions of said Declaration, Articles of Incorporation and By-Laws.

NOW THEREFORE, the undersigned hereby certify that the following amendments to the Articles of Incorporation and By-Laws are a true and correct copy of the amendments to the Declaration of Condominium, Articles of Incorporation and By-Laws, as amended by the membership:

AMENDMENT TO THE
ARTICLES OF INCORPORATION OF THE
SANDS ON THE OCEAN, A CONDOMINIUM, SECTION I
ASSOCIATION, INC.

(underlining indicates additions; "---" indicates deletions)

J. ~~At each Annual Members Meeting held subsequent to the year in which the Developer's Resignation Event occurs, all seven (7) of the Administrators shall be elected by the Members of the Association.~~ There shall be seven (7) members of the Board of Administration which shall be elected by the Members of the Association. Three (3) members of the Board are to be elected at the Annual Meeting of the Members in odd numbered years, and four (4) members of the Board shall be elected at the Annual Meeting of the Members in even numbered years in order to create a staggered term of election. Consequently, Board Members shall serve staggered two (2) year terms until their successors are duly elected and qualified.

AMENDMENT TO SECTION 4.4.
OF THE BY-LAWS
OF THE SANDS ON THE OCEAN, A CONDOMINIUM,
SECTION I ASSOCIATION, INC.

(underlining indicates additions; "---" indicates deletions)

4.4 ~~The term of each Administrator's service shall extend until the next Annual Members Meeting and until his successor is duly elected and qualified in accordance with the provisions of the Articles of Incorporation or until he is removed in the manner elsewhere provided herein.~~ The term of each Administrator's service shall extend until the next Annual Members Meeting and until his successor is duly elected and qualified in accordance with the provisions of the Articles of Incorporation or until he is removed in the manner elsewhere provided herein.

BOOK 659 PAGE 1140

5/31/89

WITNESS my signature hereto this 28th day of April, 1989, at Ft. Pierce, St. Lucia County, Florida.

THE SANDS ON THE OCEAN, A
CONDOMINIUM SECTION I
ASSOCIATION, INC.

[Signature]
Witness

By: William Seeger
President

[Signature]
Witness

Attest: Joyce B. Hein
Secretary

STATE OF FLORIDA)
) SS:
COUNTY OF PALM BEACH)

I HERESY CERTIFY that on this day before me personally appeared William Seeger and Joyce B. Hein, the President and Secretary, respectively, of the foregoing corporation, known to me personally to be such, and they severally acknowledged to me that the said certificate is the free and voluntary act and deed of them, and each of them, each for himself and not for the other, and that the facts therein stated are truly set forth.

Dated at Ft. Pierce, St. Lucia County, Florida, this 28 day of April, 1989.

[Signature]
NOTARY PUBLIC, State of Florida
at Largo

My Commission Expires:

Notary Public, State of Florida
My Commission Expires May 19, 1991

969739

'89 MAY 31 P12:19

FILED AND RECORDED
DOUGLAS DIXON CL.
ST. LUCIE COUNTY, FL.



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