

Prepared by and return to:
R. Carlton Ward/tl
Richards, Gilkey, Fite,
Slaughter, Pratesi & Ward, P.A.
1253 Park Street
Clearwater, Florida 34616

**CERTIFICATE OF SECOND AMENDMENT
TO THE DECLARATION OF CONDOMINIUM OF
TARPON HIGHLAND AT LAKE TARPON SAIL & TENNIS CLUB I,
A CONDOMINIUM**

The undersigned hereby certifies that the hereinafter described amendment to the Declaration of Condominium of Tarpon Highlands at Lake Tarpon Sail & Tennis Club, I, a condominium, which Declaration was recorded in OR Book 11218, beginning at page 631, Public Records of Pinellas County, Florida on February 8, 2001, and amended by that certain Certificate of First Amendment recorded in OR Book 13208, Page 2655 of the Public Records of Pinellas County, Florida was duly approved as required by said Declaration at a meeting of the membership held October 6, 2004.

RECITALS

1. Article XIII of the Declaration is hereby amended as follows:

XIII.

Master Association

Section 1. As previously indicated, this condominium and the other condominiums that are developed or to be developed in the Lake Tarpon Sail & Tennis Club project may use common easements, roads, recreational facilities and other services which will be of benefit to all condominiums in the Project. These common easements, roads and recreational facilities may be owned by the Lake Tarpon Sail & Tennis Club Common Element Association Inc., ("Master Association"). Record owners of all units in this condominium and the other condominiums in the Project are not members of the Master Association, but have the right of use and enjoyment of all facilities owned or managed by the Master Association. The members of the Master Association are each condominium association created in connection with each condominium regime in the Project.

Section 2. The Master Association shall assess this condominium and every other condominium in the Project for the payment of all expenses of the Master Association. The assessment shall be based on the number of units in each condominium, for example, this condominium shall be assessed for 46 of the total units currently in the project of 232. Said expenses shall include:

(a) Expenses of administration, management and operation of the Master Association, as well as the maintenance, operation, repair or replacement of the properties owned, operated or managed by the Master Association for the benefit of its members.

(b) The cost of carrying-out the powers and duties of the Master Association.

(c) Expenses declared to be expenses by the provisions of the Articles of Incorporation or the Bylaws of the Master Association.

(d) The amount of all taxes and assessments levied against the properties of the Master Association.

(e) The cost of fire and extended coverage insurance on the properties of the Master Association and such other insurance as the Master Association may effect or as may be required by any mortgage on the same.

(f) The cost of furnishing water, sewer, fire detection and utilities for the properties of the Master Association.

(g) All reserves of the Master Association.

(h) The cost of providing operational services.

(i) Any valid charge against the Master Association or the properties of the Master Association.

Section 3. Each unit owner shall be liable for a pro rata share of the expenses of the Master Association, which pro rata share shall be determined by multiplying each unit's share of the common expenses as defined in paragraph VII hereof by the portion of the expenses of the Master Association borne by this condominium, which portion shall be equal to a fraction, the numerator of which shall be the number of units in this condominium and the denominator of which shall be the total number of units developed from time to time in the Project. Each unit owner shall pay to the ~~Master Association, or to the condominium association, if the Master Association so directs as part of its monthly assessment payable to the condominium association~~ a monthly sum equal to one-twelfth (1/12) of the unit owner's pro rata share of such sums as are estimated by the Master Association, as described above, hereinafter referred to as "Master Association Assessments."

Section 4. The Master Association shall not have a lien against each condominium unit for its Master Association Assessment. Assessments shall be due and payable as ~~and~~ determined by the Board of Directors of the Master Association and shall be collected from the Condominium Association. ~~The Association may also charge an administrative late fee in addition to said interest for payments not received on or before ten days after the date when due, which fee shall be in an amount not to exceed the greater of Twenty-Five Dollars (\$25.00) or five percent (5%) of each delinquent installment. All payments on the accounts shall first be applied to interest, then to any administrative late fee, then to any costs and any reasonable attorney fees incurred in the collection, and then to the delinquent assessment. Assessments and installments paid thereon on or before ten (10) days after the date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the highest rate allowed by law from the date when due until when paid. All payments on accounts shall first be applied to interest then to any administrative late penalty, then to any costs and any reasonable attorney fees incurred in the collection and then to the assessment payment due. All assessments, including reasonable attorney~~

~~fees, interest, and other costs to collect the same, shall be secured by a lien against the condominium against which it is made. Such liens shall be effective upon recording in the public records of Pinellas County, Florida, a claim of lien stating the description of the parcel, the record owner's name, the name and address of the Association, the amount due and the date due. The lien shall continue in effect until paid in full, or one year, whichever first occurs, and shall date back to the date of this Declaration and shall be prior to the creation of any homestead status or any subsequent lien or encumbrance, except that said lien shall be subordinate and inferior to that of any institutional mortgage. The Master Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgement for the unpaid assessments without waiving any claim of lien. If the unit owner remains in possession of the unit and the claim of lien is foreclosed, the court, in its discretion, may require the unit owner to pay a reasonable rental for the unit, and the Association is entitled to the appointment of a receiver to collect the rent. The Master Association has the power to purchase a condominium parcel at the foreclosure sale and to hold, lease, mortgage, or convey it.~~

~~If an institutional mortgagee obtains title to a condominium parcel as the result of a foreclosure of the first mortgage thereon or by voluntary conveyance in lieu of such foreclosure, said mortgagee shall be liable for the share of assessments to the Master Association pertaining to such condominium parcel or chargeable to the former owner thereof, which became due prior to acquisition of title by said mortgagee, however, the mortgagee's liability is limited to the lesser of: a) the unit's share of Master Association expenses which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the Master Association; or b) one (1) percent of the original mortgage debt.~~

In the event that fees due the Master Association are not paid within thirty (30) days from the date due, as set forth in the adopted budget of the Master Association, interest shall accrue at the highest rate allowed by law. Additionally a late fee in the amount of five (5%) percent or twenty-five (\$25.00) dollars, whichever is greater, shall be imposed on any installment not paid within said thirty (30) day period. In the event that legal action is required by the Master Association to collect any sums due hereunder, the prevailing party shall be entitled to recover its attorney fees and court costs.

2. Article XXIII, Section 2(b) of the Declaration is hereby amended as follows:

XXIII

Section 2. Common elements and limited common elements.

(b) Alteration and improvement. After the completion of the improvements included in the limited and common elements which are contemplated by this Declaration, there shall be no material alteration or substantial additions to the limited and common elements without prior approval of seventy-five percent of the record owners of all the units. Notwithstanding anything to the contrary contained above, if a unit owner desires to enclose a balcony, then approval need be obtained only from a majority of the Board of Directors of the Association. A copy of plans for all of such work prepared by an architect licensed to practice in this State shall be filed with the Association. However, this Section shall not apply to repairs which are authorized to be made by the Association as reflected in Section 1, paragraph (a), hereof. ~~Notwithstanding anything to the contrary contained above, if the owner of Unit 1501 or 1502 desires to construct a screened-in porch that adjoins the first floor of their unit, adjacent to the rear of their unit (south-west), then approval need only be obtained from a majority of the Board of Directors of the Association. Approval from the Board of Directors shall be conditioned upon: (i) the screen porch not extending outside the boundary of an extension of a side perimeter boundary of each of said units, (ii) that the rear boundary of the porch not extend further than 20 feet from the then current rear perimeter boundary~~

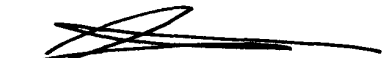
~~of the unit and (iii) each Unit 1501 and 1502 shall be required to have a screen porch added, identical to each other. An approved screen porch may not have a solid roof unless approved by the membership as required above for other alterations to the common elements. A copy of plans for construction of the screen porch shall be prepared by an architect licensed to practice in the state of Florida and submitted to the Association Board of Directors for review. Upon approval, said screen porch shall become a limited common element appurtenant to the unit to which it adjoins and the owner of the unit to which is appurtenant shall be responsible to maintain and repair said limited common element.~~

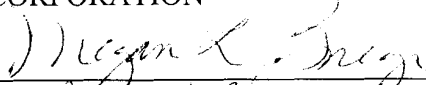
Notwithstanding anything to the contrary contained above, if the owner of unit desires to construct a screened porch on the patio that adjoins the rear of the first floor of their unit, approval needs only to be obtained from the majority of the Board of Directors of the Association. Approval from the Board of Directors shall be conditioned upon: (i) the screened porch or patio not extending outside the boundary of an extension of the side perimeter boundary of the unit, (ii) that the rear boundary of the screen porch or patio not extend further than eight (8) feet from the then current rear perimeter boundaries of the unit except for Units 1501 and 1502 for which the screened porch or patio may extend up to twenty (20) feet from the current rear boundary and (iii) each unit of a two unit building shall be required to have a screened porch or patio added, identical to each other. An approved screened porch or patio may not have a solid roof unless approved by the membership as required above for the other alterations to the common elements. A copy of the plans for construction of the screened porch or patio shall be prepared by an architect licensed to practice in the State of Florida and submitted to the association Board of Directors for review. Upon approval, said screen porch or patio shall become a limited common element appurtenant to the unit to which it adjoins and the owner of the unit to which it is appurtenant shall be responsible to maintain and repair said limited common element.

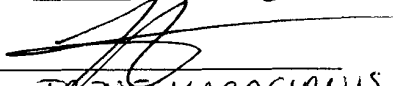
IN WITNESS WHEREOF, this amendment to the Declaration of Tarpon highlands at Lake Tarpon Sail & Tennis Club I, a condominium is executed effective this 11th of November, 2004.

Signed and sealed in the presence of:

TARPON HIGHLANDS AT LAKE TARPON SAIL & TENNIS CLUB I, INC., A CONDOMINIM ASSOCIATION, A FLORIDA NOT-FOR PROFIT CORPORATION


Print Name: JOANNE FIEZE


By: Megan L. Burgess
Title: Pres.


Print Name TRACY LLOYD

STATE OF FLORIDA
COUNTY OF

I HEREBY CERTIFY that on this day in the next above named State and County before me, an Officer duly authorized and acting, personally appeared Megan L. Burgess as Vice President of TARPON HIGHLANDS AT LAKE TARPON SAIL & TENNIS CLUB, I, INC., A CONDOMINIUM, who is personally known to me or who produced _____ as identification and he is the person described herein and he/she acknowledges he/she executed the same for the purposes therein.

WITNESS my hand and official seal this 11 day of November, 2004.



Print Name: _____
Notary Public
Commission No.: ND 078641 EXPIRES February 10, 2006
Commission expires:



m/realest/cst/first lexington/tarpon highlands I^{2nd} /Dec Amdmt Clean 4 Oct 25 2004