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JOHN A. CRAWFORD
CLERK OF CIRCUIT COURT
NASSAU COUNTY, FLORIDA
RECORDING FEES 35.50

AMENDMENT TO THE
DECLARATION OF CONDOMINIUM
FOR
SEA DUNES CONDOMINIUM
(ADDITION OF GARAGES)

THIS AMENDMENT is made this 10 day of Nov, 2005, by SEA DUNES CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation (the "Association").

RECITALS:

- A. Certain property was subjected to the condominium form of ownership as more fully described in the Declaration of Condominium for Sea Dunes Condominium, recorded in Official Records Book 424, page 1 of the public records of Nassau County, Florida, as amended from time to time (the "Declaration").
- B. Pursuant to the provisions of Articles XI and XX of the Declaration, the Association desires to amend the Declaration to permit the construction of parking garages on a portion of the Common Elements described in the Declaration, which garages shall be designated as Limited Common Elements pursuant to the terms of the Declaration.
- C. The Association has taken all required steps pursuant to the Declaration to obtain approval of this Amendment from the Unit Owners within Sea Dunes Condominium.

NOW, THEREFORE, in consideration of the premises, the Developer hereby amends the Declaration as follows:

1. Article V.C. of the Declaration is amended to add the following paragraph:

"(3) to certain Units, the use and enjoyment of a parking garage for the storage and protection of the Unit Owner's vehicle, subject to the use restrictions set forth in Article XV, with the expenses related thereto being paid by those Unit Owners purchasing Limited Common Element rights in a garage. Upon payment by the Unit Owner of such price as Association may in its sole discretion require, the Association will assign a parking garage and once so assigned, the parking garages shall become a Limited Common Element appurtenant to such Unit, except to the extent a transfer of such parking garage is permitted. No Unit Owner shall have or acquire fee simple title to the parking garage at any time except as part of the Unit Owner's undivided share in the Common Elements.

“(i) All such assignments of parking garage(s) shall be made by a recordable instrument in writing (“Parking Assignment”). The Association shall maintain a book or record for purposes of documenting the current assignee of each parking garage (“Parking Record”). The Association shall record such Parking Assignment in the Parking Record. No conveyance, assignment or transfer of title in any manner whatsoever for use of a parking garage(s) constituting a Limited Common Element may be made or accomplished separately from the conveyance or passing of title to the Unit to which it is appurtenant, except as set forth below. A Unit Owner who has acquired a parking garage from the Association may, upon prior written express consent of the Association, which shall not be unreasonably withheld, convey, assign or transfer such parking garage so long as such assignee or transferee is a Unit Owner within the Condominium. Upon approval of said transfer by the Association, the Association shall execute the Parking Assignment to and record such transfer in the Parking Record and in the public records of Nassau County, Florida. If the transfer is not so approved by the Association, the parking garage shall remain with the Unit to which it is appurtenant prior to the proposed transfer. The Association shall neither have the duty to provide an alternative parking garage to the Unit Owner transferee nor shall it assume responsibility for denial of approval. In the case of an assignment, the Parking Assignment shall be executed by the Association and transferee alone; and in the case of a subsequent transfer, the Parking Assignment shall be executed by the transferor, transferee and Association.

“(ii) Anything to the contrary in this Declaration notwithstanding, in the event a Unit Owner mortgages its Unit, together with the Limited Common Elements appurtenant thereto (whether or not ordinarily assignable apart from the Unit), such Limited Common Elements shall not be assignable apart from the Unit unless released from the lien of such mortgage.”

2. Article XV.B of the Declaration is hereby amended to add the following paragraph:

“(1) Limited Common Elements – Parking Garages. The Parking Garages shall only be used for parking vehicles and shall not be used for storage of equipment, household goods, etc., and shall not be used as a work shop. Certain vehicles are prohibited within the parking garages, including but not limited to the following: disabled and inoperable vehicles, boats, trailers, panel trucks, buses, RVs, ATVs and commercial vehicles.”

3. The percentage ownership of Common Elements and Share of Common Expenses for Sea Dunes Condominium shall remain unchanged and unaffected by this Amendment.

4. Except as herein amended, the terms and conditions of the Declaration remain in full force and effect.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK

IN WITNESS WHEREOF, this Amendment to the Declaration of Condominium of Sea Dunes Condominium has been duly executed on this 10th day of November, 2005.

Signed, sealed and delivered in the presence of:

Print Name: Daniel B. Gregory

Print Name: Sharon Younts

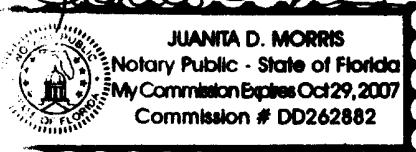
SEA DUNES CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation

By:

Gene A. Gessner, its President

whose address is:

c/o Amelia Island Management
3000 First Coast Highway
Amelia Island, Florida 32034



STATE OF FLORIDA
COUNTY OF NASSAU

The foregoing instrument was acknowledged before me this 10th day of November, 2005, by Gene A. Geesner, as President of Sea Dunes Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or who produced _____ as identification.



Juanita D. Morris
Print Name Juanita D. Morris
Notary Public State of Florida
My commission expires: 10.29.07
Commission Number DD262882

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