

** OFFICIAL RECORDS **
BK 1499 PG 1448

FILE# 94-21906
BAY COUNTY, FLORIDA

AMENDMENT TO SUMMERWINDS, A CONDOMINIUM

Panama City Beach, Florida

** OFFICIAL RECORDS **
BK 1499 PG 1449

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AMENDMENT TO SUMMERWINDS, A CONDOMINIUM

SUMMERWINDS, A CONDOMINIUM
6323 Thomas Drive
Panama City Beach, Florida 32407

KENNETH EARL PADGETT
Developer
P. O. Box 3444
Vero Beach, Florida 32964

Division Identification Number: PR1S022786

This Amendment shall apply to the following Condominium documents: Prospectus, Declaration of Condominium and Purchase and Sale Agreement.

The following are the Book and Page Numbers of the recorded pages of the Condominium Documents recorded in the Public Records of Bay County, Florida, that are being amended by this document:

	<u>BOOK</u>	<u>PAGE</u>
Paragraph 3F to Declaration	1474	1858

The Developer, Kenneth Earl Padgett, pursuant to Chapter 718, Florida Statutes, and the Florida Administrative Code, hereby amends Paragraph 5C of the Prospectus and Paragraph 3F of the Declaration by deleting the language "four toilets" and replacing it with "two toilets."

The Developer amends the Declaration of Condominium and adds as a supplement thereto the Joinder of Mortgagee, First Union National Bank of Florida, who will be providing the financing of the completion of the construction of the condominium, a true and correct copy of said Joinder of Mortgagee is attached hereto and incorporated herein. The Joinder of Mortgagee, once properly executed by First Union National Bank of Florida, will be recorded in the Public Records of Bay County, Florida, in accordance with Chapter 718, Florida Statutes.

IN WITNESS WHEREOF, the Developer has executed this Amendment to Prospectus, Declaration and Purchase and Sale Agreement of SummerWinds, a Condominium on this, the 25th day of March, 1994.

WITNESSES:

Rebecca R. Richards

Mary P. Hornsby

Kenneth Earl Padgett
KENNETH EARL PADGETT, Developer

STATE OF FLORIDA
COUNTY OF Bay

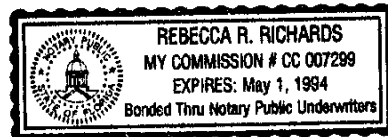
I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared KENNETH EARL PADGETT, personally known to me and known to be the person described in and who executed the foregoing instrument and acknowledged before me under oath that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 25th day of March, 1994.

Rebecca R. Richards
Rebecca R. Richards, Notary Public

My Commission Expires: 5/1/94
Notary Commission No.: CC 007299

This Instrument Prepared By:
Derrick Bennett
P. O. Box 2422
Panama City, FL 32402



COPY

FIRST UNION NATIONAL BANK OF FLORIDA, a corporation organized and existing under the laws of the State of Florida, hereinafter called "BANK", the owner and holder of a mortgage encumbering the property described in 1(B) of the Declaration of Condominium of SummerWinds, a Condominium, which mortgage is that certain mortgage dated the ____ day of _____, 1994, and recorded in Official Records Book _____, Page _____, public records of Bay County, Florida, to the extent it is required to do so under the laws of the State of Florida, joins in the making of the foregoing Declaration of Condominium of SummerWinds, a Condominium, and BANK agrees that the lien of said mortgage shall hereafter encumber each and every of the units as set forth in said Declaration, including, but not limited to, all of the undivided shares of the common elements.

Signed, sealed and delivered
in the presence of:

FIRST UNION NATIONAL BANK OF
FLORIDA

By: _____

(title)

STATE OF FLORIDA
COUNTY OF _____

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared _____, as _____ of First Union National Bank of Florida, personally known to me or who produced _____ as identification, and known to be the person described in and who executed the foregoing instrument and acknowledged before me under oath that he executed the same in the name of the corporation.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 1994.

Signature of Notary Public

Typed Name of Notary Public

My Commission Expires:
Notary Commission No.:

THIS INSTRUMENT PREPARED BY:

DERRICK BENNETT, Esquire
P. O. Box 2422
Panama City, Florida 32402

RCD: MAY 9 1994 @ 9:17 AM
HAROLD BAZZEL, CLERK

**** OFFICIAL RECORDS ****
BOOK: 1531 PAGE: 917

FILE# 94-048913
BAY COUNTY, FLORIDA

AMENDMENT TO SUMMERWINDS, A CONDOMINIUM
Panama City Beach, Florida

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AMENDMENT TO SUMMERWINDS, A CONDOMINIUM

SUMMERWINDS, A CONDOMINIUM
6323 Thomas Drive
Panama City Beach, Florida 32407

KENNETH EARL PADGETT
Developer
P. O. Box 3444
Vero Beach, Florida 32964

Division Identification Number: PR1S022786

This Amendment shall apply to Exhibit "B" to the Declaration of Condominium, the Surveyor's Certificate and Survey.


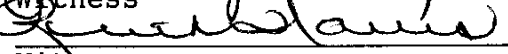
The following are the Book and Page Numbers of the recorded pages of the Condominium Documents recorded in the Public Records of Bay County, Florida, that are being amended by this document:

	<u>BOOK</u>	<u>PAGE</u>
Exhibit "B" to Declaration of Condominium	1474	1883

The Developer, Kenneth Earl Padgett, pursuant to Chapter 718, Florida Statutes, and the Florida Administrative Code, hereby amends Exhibit "B" of the Declaration by submitting the original executed Surveyor's Certificate and Survey.

The Developer amends the Declaration of Condominium and adds as a supplement thereto the Joinder of Mortgagee, First Union National Bank of Florida, who will be providing the financing of the completion of the construction of the condominium, a true and correct copy of said Joinder of Mortgagee is attached hereto and incorporated herein. The Joinder of Mortgagee, once properly executed by First Union National Bank of Florida, will be recorded in the Public Records of Bay County, Florida, in accordance with Chapter 718, Florida Statutes.

IN WITNESS WHEREOF, the Developer has executed this Amendment to Declaration SummerWinds, a Condominium on this, the 2nd day of November, 1994.

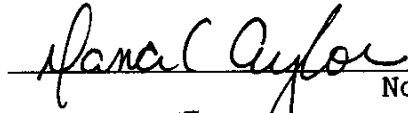

Witness

Witness


KENNETH EARL PADGETT, Developer

STATE OF FLORIDA
COUNTY OF BAY

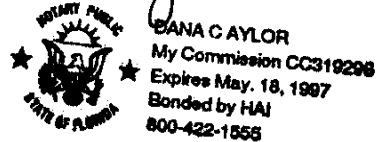
I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared KENNETH EARL PADGETT, personally known to me and known to be the person described in and who executed the foregoing instrument and acknowledged before me under oath that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of November, 1994.



Notary Public

My Commission Expires:
Notary Commission No.:



This Instrument Prepared By:
Derrick Bennett
P. O. Box 2422
Panama City, FL 32402

c:\summerwi\amd

JOINDER OF MORTGAGEE

FIRST UNION NATIONAL BANK OF FLORIDA, a corporation organized and existing under the laws of the State of Florida, hereinafter called "BANK", the owner and holder of a mortgage encumbering the property described in 1(B) of the Declaration of Condominium of SummerWinds, a Condominium, which mortgage is that certain mortgage dated the 26th day of April, 1994, and recorded in Official Records Book 1496, Page 1597, of the Public Records of Bay County, Florida, to the extent it is required to do so under the laws of the State of Florida, joins in the making of the foregoing Declaration of Condominium of SummerWinds, a Condominium, and BANK agrees that the lien of said mortgage shall hereafter encumber each and every of the units as set forth in said Declaration, including, but not limited to, all of the undivided shares of the common elements.

Signed, sealed and delivered
in the presence of:

Marilyn Golemme
Patricia Kuras

FIRST UNION NATIONAL BANK
OF FLORIDA

By:

Jeff T. Olson
Jeff T. Olson, Vice President

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Jeff T. Olson, as Vice President of First Union National Bank of Florida, personally known to me and known to be the person described in and who executed the foregoing instrument and acknowledged before me under oath that he executed the same in the name of the corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 31st day of October, 1994.

Marilyn Golemme

Notary Public

My Commission Expires:

Notary Commission No.

MARILYN GOLEMME
NOTARY PUBLIC, STATE OF FLORIDA
My Commission expires Oct. 26, 1995
Commission No. CC 237178
Bonded thru Patterson-Becht Agency

RCD Nov 02 1994 11:52 am
HAROLD BAZZEL, CLERK

This instrument was prepared by:
Gary A. Poliakoff, Esquire,
BECKER & POLIAKOFF, P.A.
3111 Stirling Road
Fort Lauderdale, FL 33312

FILE# 96-043830
BAY COUNTY, FLORIDA

** OFFICIAL RECORDS **
BOOK: 1661 PAGE: 1512

CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM OF
SUMMERWINDS, A CONDOMINIUM AND TO
THE BYLAWS AND ARTICLES OF INCORPORATION
OF SUMMERWINDS OWNERS ASSOCIATION, INC.

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium of Summerwinds, A Condominium, and to the Bylaws and the Articles of Incorporation of Summerwinds Owners Association, Inc., Exhibits to the Declaration of Condominium of Summerwinds, A Condominium, as recorded in Official Records Book 1474 at Page 1852 of the Public Records of Bay County, Florida, were duly adopted in the manner provided in Article 14, Section B.1. of the Declaration of Condominium, Article XI, Section B of the Articles of Incorporation and Article XXII, Section 22.2 of the Bylaws, at a duly held meeting on September 7, 1996.

IN WITNESS WHEREOF, we have affixed our hands this 20th day of September, 1996, at Panama City Beach, Bay County, Florida.

WITNESSES

Sign

Print

Sign

Print

SUMMERWINDS OWNERS
ASSOCIATION, INC.

By:

Donald M. Cherry, President

Address: 6323 THOMAS DR #503

PANAMA CITY BEACH, FL 32408

STATE OF FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this 20 day of Sept., 1996, by DONALD M. CHERRY, as PRESIDENT of SUMMERWINDS OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation.

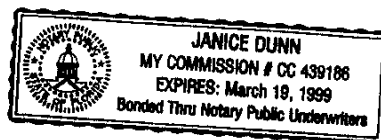
Personally Known OR
Produced Identification
FLDL # C600-193-31-1330
Type of Identification

NOTARY PUBLIC - STATE OF FLORIDA

sign

print

My Commission expires:



AMENDMENTS
TO THE
DECLARATION OF CONDOMINIUM
OF
SUMMERWINDS, A CONDOMINIUM,
AND TO THE
ARTICLES OF INCORPORATION AND BYLAWS
OF
SUMMERWINDS OWNERS ASSOCIATION, INC.

("additions indicated by underlining; deletions indicated by "---"; unaffected text indicated by ". . .")

1. Article 3, Section F of the Declaration of Condominium is hereby amended to read as follows:

F. Common Elements. The recreational areas and facilities and all personal property to be provided by the Developer, including the land and all the parts of the condominium not within the units, are to be owned as common elements by all unit owners. There shall be constructed two (2) unheated swimming pools for the use of the unit owners. The location of the swimming pools is outlined in the site plan attached as Exhibit C. Each pool has a capacity of serving 10 persons. The approximate size of each swimming pool is free form with a diameter of 16 feet. The depth of each pool ranges from 3' to 6'. There shall also exist a deck surrounding each pool with approximate square footage of 1,500 square feet per deck. Developer shall also furnish patio and pool furniture at a cost not to exceed \$5,000.00. The recreation building shall have an approximate square footage of 1,300 square feet, and consist of one office, one storage room, four toilets, a kitchen, a bar, and a clubhouse, for the use and enjoyment of the unit owners.

(1) Garages. The common elements also include four garage buildings containing 76 garages. Two garages are to be used for sanitation dumpsters. In addition, each unit has been assigned one garage for the personal use of the unit. The use of a garage shall thereupon be appurtenant to said unit. The use right shall pass with title to the unit. No garage shall be reassigned without the express written consent of the affected unit owner(s) and the approval of the Board of Directors; provided however, every unit must have a garage assigned to it.

2. Article 4, Section C(3) of the Declaration of Condominium is hereby amended to read as follows:

(3) Automobile Parking Spaces. In addition to a garage assigned to each unit, Automobile parking spaces will be made available so that at least one automobile parking space will be available for use by each Unit owner according to such reasonable rules and regulations as may from time to time be promulgated by the Association; provided, that at all times each unit owner shall be entitled to the use of at least one automobile parking space without charge. The parking spaces shall be common elements.

3. Article 10, Section G of the Declaration of Condominium is hereby deleted in its entirety:

~~G. Leasing. Units may only be leased in strict accordance with Paragraph XVII of the Bylaws of the Association. Entire units shall only be leased.~~

4. Article 11 of the Declaration of Condominium is hereby amended to read as follows:

Lease Restrictions. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the ~~lease leasing~~ of units shall be ~~restricted prohibited~~. ~~Any lease of a unit for less than ninety (90) consecutive days within a one (1) year period shall be wholly null and void and shall be considered a breach of the terms and conditions of the Declaration. The restrictions for the lease of units are more particularly in Paragraph XVII of the Bylaws, which are attached as Exhibit G hereto. To avoid undue hardship, the Board of Directors may grant permission to an owner to lease his unit to a specified lessee for a period of not less than four consecutive months nor more than twelve consecutive months.~~

5. Article V, Section A of the Articles of Incorporation is hereby amended to read as follows:

Directors.

(A) The affairs of the Association will be managed by a Board consisting of ~~not less than three (3)~~ seven (7) directors. Four directors will be elected in even numbered years and will serve for two years. Three directors will be elected in odd numbered years and will serve for two years. Directors of the Association shall be elected at an annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws. For the 1996-1997 term, there will be eight (8) directors to include one appointed by the Developer.

6. Article III, Section 3.1 of the Bylaws is hereby amended to read as follows:

3.1 Number and Qualifications

~~The affairs of the Association shall be managed initially by a board of three directors selected by the developer. When unit owners other than the developer are entitled to elect a majority of the directors, the Board shall be composed of any odd number of directors that the unit owners may decide. The number of directors, however, shall never be less than three. Other than those selected by the developer, directors must be either unit owners, tenants residing in the condominium, officers of a corporate unit owner, or partners of a partnership unit owner. No director (except those selected by the developer) shall continue to serve on the Board after he ceases to be a unit owner or tenant residing in the condominium. The affairs of the Association shall be managed by a Board of seven (7) directors. Other than those selected by the developer, directors must be either unit owners, a legal spouse of a unit owner, officers of a corporate unit owner, or partners of a partnership unit owner. No director (except those selected by the developer) shall continue to serve on the Board after he ceases to be a unit owner, a legal spouse of a unit owner, officers of a corporate unit owner, or partners of a partnership unit owner. For the 1996-1997 term, there will be eight (8) directors to include one appointed by the Developer.~~

7. Article III, Section 3.3 of the Bylaws is amended to read as follows:

3.3 Term

~~Each director's term of service shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner provided in 3.5. The members, however, at any annual meeting after the developer has relinquished control of the Association and in order to provide a continuity of experience, may vote to create classes of directorships having a term of one, two or three years so that a system of staggered terms will be initiated. Four directors will be elected in even numbered years to serve for a two year term. Three directors will be elected in odd numbered years to serve for a two year term. Each director shall serve for two years until the annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner provided in 3.5. The directors serving for 1996-1997 will serve for one year only. At the 1997 annual owners meeting, seven candidates will be elected. The top three votes will serve for two years and the bottom four elected will serve for one year only.~~

8. Article XVII of the Bylaws is deleted in its entirety, as follows:

~~ARTICLE XVII. LEASE RESTRICTIONS~~

~~In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the lease of units shall be subject to certain restrictions as long as the condominium exists and any unit building in useful condition exists upon the land. Units may only be leased for ninety (90) consecutive days and no less. Any lease of a unit for less than ninety (90) consecutive days shall be wholly null and void and shall be considered a breach of the terms and conditions of these Bylaws and the Declaration of Condominium. No unit owner shall lease his unit until all assessments past due are paid or their payment provided for, to the satisfaction of the Association.~~

All subsequent Sections are Renumbered.

RCD Sep 30 1996 09:26am
HAROLD BAZZEL, CLERK

**Certificate of Amendment
to the
Declaration of Condominium of
Summerwinds Condominium**

Summerwinds Owners Association, Inc. a not for profit corporation organized under the laws of the State of Florida, by and through its President, hereby evidences by this certificate the amendment by the Association of the following paragraph of the Declaration of Condominium of Summerwinds Condominium by Written Consent of its members:

Paragraph 5.D. of the Declaration of Condominium of Summerwinds Condominium is hereby revised to read as follows:

D. Operating Capital. Each purchaser of a unit will pay to the Association, at the time of purchasing their unit, a sum equal to one quarter's assessment on his unit as a contribution towards operating capital of the Association.

The above revision to paragraph 5.D of the Declaration of Condominium of Summerwinds Condominium, passed by the affirmative vote of two-thirds of the members.

Dated: December 13, 2003

Summerwinds Owners Association, Inc.

Signed, sealed and delivered in the presence of:

Samantha Maxwell
Samantha Maxwell

(Print Name)

By:

Dan Post
Dan Post, Its President

Theresa B. Manning
Theresa B. Manning

(Print Name)

State of Florida
County of Bay

Before me personally appeared Dan Post as President of Summerwinds Owners Association, Inc. , a Florida not for profit corporation, who was [☒] personally known to me or [☐] produced _____ as identification and acknowledged before me that he executed the foregoing on behalf of said corporation.

WITNESS my hand and official seal this 13 day of December, 2003.

Mary S. Ballew
Notary Public
My Commission Expires:

MARY S BALLEW
Notary Public, Cobb County, Georgia
My Commission Expires July 29, 2009

(Affix Notary Seal)

