

PHASE II

A part of Government Lots 5 and 9, Section 18, Township 8 South, Range 30 east, St. Johns County, Florida, being more particularly described as follows: For a point of commencement use the concrete monument at the intersection of the West right-of-way line of U.S. Highway No. 1 (SR No.5) and the North line of said Section 18; thence South $51^{\circ}46'07''$ West along said North line of Section 18, 241.88 feet to the Northwest corner of Government Lot 5; thence South $01^{\circ}02'34''$ East along the West line of said Government Lot 5, 354.86 feet to the Point of Beginning; thence continue South $01^{\circ}02'34''$ East along said line 107.64 feet; thence North $81^{\circ}38'12''$ East, 152.68 feet; thence South $08^{\circ}21'48''$ East, 185.00 feet; thence North $81^{\circ}38'12''$ East, 116.00 feet to said West right-of-way line of U.S. Highway No.1; thence North $08^{\circ}21'48''$ West along said West line, 299.12 feet; thence South $81^{\circ}38'12''$ West, 52.00 feet; thence North $08^{\circ}21'48''$ West, 172.00 feet; thence South $81^{\circ}38'12''$ West, 73.00 feet; thence South $08^{\circ}21'48''$ East, 143.00 feet; thence South $36^{\circ}38'12''$ West, 51.51 feet; thence South $81^{\circ}38'12''$ West, 93.55 feet to the Point of Beginning.

Said Phase II contains +/- 1.46 acres.



FILM AN. FILM IN
 UNIT FILMS IN
 S. FLORIDA COUNTY, FLA.

89 JUN -2 AM 11:13

City of Miami
 Office of the City Engineer

This Instrument Prepared By:

JOHN D. BAILEY, JR.
Upchurch, Bailey & Upchurch, P.A.
780 N. Ponce de Leon Boulevard
Post Office Drawer 3007
St. Augustine, FL 32085-3007

**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
OF
SACKS-MARTIN PLAZA SOUTH, A CONDOMINIUM**

THIS FIRST AMENDMENT, to the Declaration of Condominium of Sacks-Martin Plaza South, a Condominium, (the "Declaration") is executed this _____ day of _____, 1991, by The Robins/Glen Garry Enterprises Joint Venture, (the "Developer") being the successor developer to Sacks-Martin Construction and Development Corporation, a Florida corporation, and Sacks-Martin Plaza South, a Condominium, Inc., a Florida non-profit corporation, (the "Association").

W I T N E S S E T H:

WHEREAS, Developer desires to amend the Declaration for the purpose of clarifying and amending certain terms and adding Phase II to the condominium; and

WHEREAS, the provisions of this amendment which clarify and modify certain terms of the Declaration have been approved by two-thirds (2/3rd's) of the members of the Board of Administration and of the membership of the Association, as required by Section 20 of the Declaration.

NOW, THEREFORE, the Developer and the Association hereby amend the Declaration as follows:

1. The name of the Declaration is hereby amended to read:

DECLARATION OF CONDOMINIUM OF PLAZA SOUTH,
A CONDOMINIUM

All references to the Declaration shall be deemed to refer to the Declaration of Condominium of Plaza South, a Condominium.

2. Section 1.1 of the Declaration is hereby amended to read:

1.1 The name by which this condominium is to be identified is Plaza South, a Condominium.

All references to the condominium in the Declaration shall be deemed to refer to Plaza South, a Condominium.

3. The following definition is hereby added to the Declaration as Section 2.2(a):

2.2(a) "Association Member" means a person or entity owing a unit in the condominium.

4. The third paragraph of Section 3.1.3 of the Declaration is hereby amended to read:

3.1.3 The second phase shall consist of three (3) buildings containing twelve (12) 1,000 square foot units and four (4) 500 square foot units, for a total square footage in Phase II of 14,000 square feet.

5. Section 3.1.4 of the Declaration is hereby amended to read:

3.1.4 Improvements upon the property shall include within the three (3) phases, seven (7) buildings containing fifty-eight (58) 500 square foot units, twelve (12) 1,000 square foot units and one (1) 3,000 square foot unit, and requisite parking facilities for such units. Phase I shall have forty-nine (49) parking spaces; Phase II shall have eighty-nine (89) parking spaces; and Phase 3 shall have fifty-four (54) parking spaces, (See Exhibit "C" for location of the requisite parking spaces), a 2500 square foot retention pond, a 96 square foot marquis sign and assorted

landscaping.

The ownership of the common elements in percentage terms shall correspond to the total square footage of the units: Phase I consists of 6,000 square feet, containing six (6) 500 square foot units and one (1) 3,000 square foot unit; Phase II consists of 14,000 square feet, containing twelve (12) 1,000 square foot units and four (4) 500 square foot units and; Phase III consists of 17,000 square feet, containing thirty-four (34) 500 square foot units. There shall be no recreational areas or facilities within the condominium.

6. The site plan attached hereto as Exhibit "C" is hereby substituted in place of Exhibits "C" and "H" to the Declaration.

7. The identifying numbers of the units attached hereto as Exhibit "I" is hereby substituted in place of Exhibit "I" to the Declaration.

8. The second and third paragraphs of Section 7 of the Declaration are hereby amended to read:

Upon completion of Phase II, which shall consist of sixteen (16) additional units, twelve (12) containing 1,000 square feet and four (4) 500 square feet, for a total of twenty-three (23) units in Phases I and II, the owner of each 500 square foot unit shall own a one/fortieth (1/40th) interest in the common elements, the owner of each 1,000 square foot unit shall own a two/fortieth (2/40th) interest in the common elements and the owner of the 3,000 square foot unit shall own a six/fortieth (6/40th) interest in the common elements.

Upon the completion of Phase III, which shall consist of thirty-four (34) additional units, all containing 500 square feet, for a total of fifty-seven (57) units in the condominium, the owner of each 500 square foot unit shall own a one/seventy-fourth (1/74th) interest in the common elements, the owner of each 1,000 square foot unit shall own a two/seventy-fourth (2/74th) interest in the common elements and the owner of the 3,000 square foot unit shall own a six/seventy-fourth (6/64th)

interest in the common elements.

9. Section 9.2.2 of the Declaration is hereby amended to read:

9.2.2 Alteration and Improvement. There shall be no alteration or further improvement of the real property constituting the common elements contemplated by this Declaration without the prior approval, in writing, by not less than two-thirds (2/3rd's) of the members of the Association, if the cost of such alteration or further improvement shall be a common expense which exceeds in accumulative expenditure for the calendar year, the sum of \$1,500.00. Any such alteration or improvement shall not interfere with the rights of any unit owner, without such unit owner's consent. The cost of such work shall not be assessed against an institutional mortgagee, as defined, that acquires its title as result of owning a mortgage upon a unit, unless such owner shall approve of the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any costs not so approved by an institutional mortgagee shall be assessed to the other unit owners in the proportion that their shares for the common expenses bear to each other.

10. Section 12.1 of the Declaration is hereby amended to read:

12 Leasing of Units
12.1 Approval. A unit owner may not lease his unit, nor any interest therein, without the approval of the Association, which approval shall not be unreasonably withheld. All such approved leases shall be in writing and shall require the lessee to abide by the provisions of the Declaration and the rules and regulations of the Association.

11. Section 15 of the Declaration is hereby amended to provide that the name of the Association shall be Plaza South Condominium Association, Inc., a Florida non-profit corporation. All references to the Association in the Declaration shall be deemed to refer to Plaza South Condominium Association, Inc.

12. Section 15.6 of the Declaration is hereby amended to read:

15.6 Voting. On all matters as to which the membership is entitled to vote, there shall be one (1) vote for each 500 square feet of floor space within a unit. For example, a unit containing 500 square feet shall have one (1) vote, a unit containing 1,000 square feet two (2) votes and a unit containing 3,000 square feet six (6) votes.

13. Section 16.5.4 of the Declaration is hereby amended to provide that the public liability insurance required therein to be purchased by each unit owner shall have minimum limits of \$100,000.00.

14. Section 18.3 of the Declaration is hereby amended to read:

18.3 Interest, Late Fee and Application of Payments. Assessments and installments on such assessments paid 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 the laws of the State of Florida from the date when due until paid and shall be subject to a late fee of five percent (5%) of the amount of the assessment. All payments on account shall first be applied to interest, then to late fees and then to the assessment payment first due.

15. The Developer hereby submits the lands described on Exhibit "A", attached hereto, and all improvements thereon to the condominium form of ownership and use as provided by Chapter 718, Florida Statutes, as Phase II of Plaza South, a Condominium. The units situated within Phase II consist of twelve (12) 1,000 square foot units and four (4) 600 square foot units and shall be identified as follows:

Unit 201	Unit 302
Unit 202	Unit 303
Unit 203	Unit 401
Unit 204	Unit 402
Unit 205	Unit 403
Unit 206	Unit 404
Unit 207	Unit 405
Unit 301	Unit 406

16. A site plan, survey and surveyor's certificate of the improvements in Phase II are attached hereto.

17. In all other respects, the Declaration remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the Developer, and the President of the Association have caused this amendment to be executed this _____ day of _____, 1991.

Signed, sealed and delivered in the presence of:

THE ROBINS/GLEN GARRY ENTERPRISES
JOINT VENTURE

Witness _____

By: _____
Its _____

Witness _____

By: _____
Its _____

Witness _____

Witness _____

DEVELOPER

PLAZA SOUTH CONDOMINIUM ASSOCIATION,
INC.

By: _____
Its President

Attest: _____
Its Secretary

ASSOCIATION

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day before me, personally appeared _____ and _____, as Joint venturers of The Robins/Glen Garry Enterprises Joint Venture, known to be the persons described in the foregoing instrument and they acknowledged before me that they executed the same for the uses and purposes therein expressed and same is the act and deed of said joint venture.

WITNESS my hand and official seal in the County and State last foresaid this _____ day of _____, 1991.

Notary Public
State of _____
My commission expires: _____

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY that on this day before me, personally appeared _____, as Secretary and _____, as Secretary, respectfully, of the Plaza South Condominium Association, Inc., a Florida non-profit corporation, known to me to be the persons described in the foregoing instrument and they acknowledged before me that they executed the same for the uses and purposes therein expressed and same is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last foresaid this _____ day of _____, 1991.

Notary Public
State of _____
My commission expires: _____