

Prepared by and return to:
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CERTIFICATE OF AMENDMENT TO THE DECLARATION OF MERIDIAN ON SAND KEY, A CONDOMINIUM

I hereby certify, in accordance with the requirements of the applicable Florida Statutes and the governing documents of the Association, the Declaration of Meridian on Sand Key, A Condominium, recorded in Official Records Book 10907, Page 2589, et seq., in the Public Records of Pinellas County, Florida was amended at a duly called meeting of the members of Meridian on Sand Key Owner's Association, Inc., on January 18, 2022. The adopted amendment is attached hereto.

IN WITNESS WHEREOF, the Meridian on Sand Key Owner's Association, Inc., has caused this instrument to be signed by its duly authorized officer on this 26 day of MAY, 2022.

[Signature]
(Signature of Witness #1)
RYAN OSBURN
(Printed Name of Witness #1)
Debra K Agamaite
(Signature of Witness #2)
Debra K Agamaite
(Printed Name of Witness #2)

MERIDIAN ON SAND KEY OWNER'S ASSOCIATION, INC.

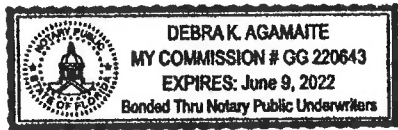
By: [Signature]
(Signature)
SOL NEVINS, PRESIDENT
(Printed Name and Title)

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 26 day of May, 2022, by Sol Nevins, as President of Meridian on Sand Key Owner's Association, Inc., on behalf of the corporation, and is personally known to me or has produced _____ as identification.

My Commission Expires:

Debra K Agamaite
NOTARY PUBLIC - State of Florida at Large



ADOPTED AMENDMENTS TO THE DECLARATION
OF MERIDIAN ON SAND KEY, A CONDOMINIUM

The following are adopted amendments to Declaration of Meridian on Sand Key, A Condominium, recorded in Official Records Book 10907, Pages 2589 et seq., within the Public Records of Pinellas County, Florida, and as subsequently amended.

*NOTE: New wording is underlined, deleted wording is ~~stricken through~~, and *** indicates omitted text.*

Section 7.1 of the Declaration of Meridian on Sand Key, A Condominium is hereby amended to read as follows:

7. Maintenance and Repairs.

7.1 Units and Limited Common Elements.

(a) All maintenance, repairs, and replacements of, in or to any unit whether ordinary or extraordinary, including, without limitation maintenance, repair, and replacement of window screens, the entrance door and all other doors within or affording access to a unit, electrical (including wiring, fixtures, and breaker panel), plumbing (including fixtures and connections), heating and air conditioning equipment, fixtures and outlets, appliances, carpets and other floor coverings, all interior surfaces, and the entire interior of the unit lying within the boundaries of the unit or other property belonging to the unit owner shall be performed by the owner of such unit at the unit owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. Nothing above shall obligate the unit owner to maintain, repair, or replace any structural element within the boundaries of the unit; such responsibility shall be that of the Association.

(b) Maintenance, repair, and replacement of, in, or to limited common element balconies and terraces appurtenant to any unit shall be performed as follows:

(1) The unit owner who has the right of exclusive use of the balcony or terrace shall be responsible for the day-to-day cleaning and care of the floors and ceiling (if applicable) of said area; all fixed glass and sliding glass doors in portions of the entrance way to said area; and the wiring, electrical outlet(s) and fixture(s) thereon.

(2) The Association is responsible for the maintenance, repair and replacement of all structural portions of the limited common elements, defined as all improvements lying below the floor coverings located thereon. The cost of such work shall be a common expense.

(3) The Association shall also be responsible for performing maintenance, repair and replacement of permitted floor coverings on the limited common element balconies/terraces, when such is determined necessary by the Board in its reasonable discretion. The cost of such work, however, shall be borne by the unit owner and assessed against the unit to which such limited common element is appurtenant. Such costs may be collected in the same manner as regular assessments.

(4) Notwithstanding the foregoing provisions, unit owners have the option to perform maintenance, repair, and replacement of the floor coverings on the limited common element balconies/terraces at their sole expense, provided that such work is approved in writing by the Association prior to any work being performed. Such approval by the Association shall not be unreasonably withheld. The Association shall have the reasonable discretion to permit or prohibit any such work, and may also adopt additional procedures and guidelines regarding the manner in which such work may be performed. The Association shall also have the right to inspect the condition of the improvements lying below the floor coverings prior to the installation of a light waterproofing membrane pursuant to subparagraph 7.1(b)(6).

(5) As used herein, "floor coverings" shall mean: (a) In the case of tile, the tile itself, grout, and thin-set; (b) In the case of an impervious hard-surface waterproofing application (such as Gemstone), the entirety of the proprietary application approved by the Board for the particular installation, including all waterproofing preparation and application attendant to the installation; or (c) In the case of Units 101, 102, and 105, the pavers and sand base.

(6) For purposes of assessing the cost of such work to the unit owner as described in subparagraphs 7.1(b)(3) and (b)(4) above, each unit owner shall be additionally responsible for the cost of installation (labor and material) of a light waterproofing membrane, as specified for such purpose by the Association, immediately below the floor coverings.

(7) In the case of the rooftop terraces appurtenant to units 1801 and 1805, and the terraces appurtenant to units 101, 102 and 105 (all of which also serve as roof structures for units and improvements located immediately below such terraces), should the Association determine it necessary and appropriate to install a heavier waterproofing membrane

and/or roofing system under the floor coverings, the Association shall bear the added expense as a common expense, with the unit owner only responsible for the cost of installation of a light waterproofing membrane in the same manner as other units within the condominium.

(8) If the exercise of the Association's responsibilities under subparagraphs 7.1(b)(2) or 7.1(b)(7) requires removing or otherwise disturbing any existing floor coverings or light waterproofing membrane, the Association shall be responsible for replacing such floor coverings and light waterproofing membrane, to the same condition they were prior to the work, as a common expense, unless, at the time the Association removes or disturbs an existing floor covering or light waterproofing membrane, there is a pre-existing need to replace more than ten percent (10.0%) of the tiles on the balcony or terrace pursuant to subparagraph 7.1(b)(10).

(9) Should any limited common element or terrace contain a drain or drains for the purpose of collecting water and directing it off the limited common element or terrace, the Association shall maintain, repair, or replace said drain system at the Association's sole cost and expense.

~~(10) Anytime there is a need to replace more than ten percent (10.0%) of the tiles on any limited common element terrace, the unit owner must replace all of the tiles on the terrace, and the waterproof membrane below the tiles at such time. The tile and waterproof membrane must conform to the product specifications and installation guidelines adopted by the Association from time to time, and such specifications and guidelines must be provided to each contractor working on the terrace. Prior to installation of the new waterproof membrane the unit owner shall notify the Association, and shall permit the Association to inspect the condition of the concrete slab, when such threshold is determined to exist by the Board in its reasonable discretion, replacement of the entire tile floor coverings is required in accordance with this Section 7.1, with an allocation of responsibility and costs apportioned between the unit owner and the Association accordingly.~~

[THE REMAINDER OF SECTION IS UNAFFECTED BY THIS AMENDMENT]

Section 18.1 of the Declaration of Meridian on Sand Key, A Condominium is hereby amended to read as follows:

18. Selling, Leasing and Mortgaging of Units. Units may be made subject to mortgages without restrictions, but sales and leases thereof shall be subject to the provisions of this Section 18.

18.1 Board Approval. There shall be no sale, lease or transfer of interest, legal or beneficial, nor transfer of possession of a Unit without the prior written approval of the Board of Directors of the Association. ~~In the event a corporation, partnership, trust or other legal entity owns a Unit, the transfer of all or substantially all of the beneficial ownership of such entity shall be considered a transfer of interest in the Unit.~~ In the event of leasing of Units, the Board shall have the right to require that a substantially uniform form of lease be used. No portion of a Unit (other than an entire Unit) may be rented. All leases shall provide (or be automatically deemed to provide, absent an express statement) that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation, By-Laws, and Rules and Regulations of the Association. No lease shall be valid or approved for a term of less than ninety (90) days. Regardless of whether or not expressed in the applicable lease, the Unit Owner shall be jointly and severally liable to the Association for the acts and omissions of his or her tenant(s) which constitute a violation of, or non compliance with, the provisions of this Declaration, the Articles, By-Laws and of any and all rules and regulations of the Association. ~~The provisions of this Section 18.1 shall not apply to the sale of Units by the Developer.~~ The provisions of this Section 18.1 shall not apply to a transfer or purchase by Institutional First Mortgagees which acquire title as a result of their mortgage lien on the Unit, regardless of whether the title is acquired by deed from the mortgagor or through foreclosure proceedings; nor shall this Section 18.1 require approval of a purchaser who acquires title to a Unit at a duly advertised public sale, with open bidding provided by law, including but not limited to an execution sale, a foreclosure sale, a judicial or a tax sale. No fee shall be charged by the Association in connection with the transfer or approval which is in excess of ~~the expenditures reasonably required for such transfer, nor shall the expense exceed~~ the fee permitted under the Act, from time to time, ~~which at the time of recording of this Declaration is \$100.00.~~ Any Unit Owner desiring to sell, lease or deliver possession of a Unit shall submit to the Board an application for approval, which application shall be in writing and in a form approved by the Association, and shall provide the name, address, and telephone number of the desired purchaser or tenant, the names of all intended occupants of the Unit, together with such other information as the Board may reasonably require. The Board must either approve or disapprove the request within ten (10) days after its receipt of the request or such supplemental information as it may reasonably require. If a sale is approved, a recordable Certificate of Approval shall be executed by the Association ~~to be recorded at the expense of the purchaser.~~ If a lease is approved, a written notice of approval will be provided by the Association. The Board's failure to give the Unit Owner the Certificate of Approval or written notice of approval, or written notice of disapproval within the ten (10) day period shall be deemed to be the Board's consent to the same.

[THE REMAINDER OF THIS SECTION IS UNAFFECTED BY THIS AMENDMENT]

Section 18.6 of the Declaration of Meridian on Sand Key, A Condominium is hereby is hereby deleted in its entirety and replaced with the following (*substantial rewording of provision; please see Section 18.6 for current text*):

18. Selling, Leasing and Mortgaging of Units. Units may be made subject to mortgages without restrictions, but sales and leases thereof shall be subject to the provisions of this Section 18.

18.6 Ownership or Rental of Units. Because a Unit may be used only for residential purposes, ownership or rental is limited to natural persons and Living Trusts. These include sole ownership, joint tenancy, tenancy in common, tenancy by the entirety and living trusts. Ownership or rental by entities such as a corporation, a limited liability company, a partnership or other entities organized for business purposes are prohibited

[THE REMAINDER OF THIS SECTION IS UNAFFECTED BY THIS AMENDMENT]

END OF ADOPTED AMENDMENTS