

AMENDMENT TO DECLARATION OF MAINTENANCE COVENANTS AND RESTRICTIONS ON THE COMMONS FOR BAY ISLES

OFFICIAL RECORDS  
BOOK 2543  
PAGE 2185

THIS AGREEMENT, made and entered into in duplicate this 4 day of September, 1992 by and between WESTON POINT, INC., a Florida corporation, hereinafter referred to as "Weston", and BAY ISLES ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, hereinafter referred to as "Association".

WITNESSETH:

WHEREAS, Arvida/JMB Partners ("Developer") is the developer of Bay Isles, a Planned Unit Development located within the Town of Longboat Key, Sarasota County, Florida, and is the successor in interest to the original developer, Arvida Corporation (herein "Arvida"); and

WHEREAS, on April 16, 1976 Arvida recorded a document entitled "Declaration of Maintenance Covenants and Restrictions on the Commons for Bay Isles" in Official Records Book 1116, Page 1888, Public Records of Sarasota County, Florida (herein the "Declaration"); and

WHEREAS, under the provisions of Article 25 of the Declaration Arvida withdrew all properties located within the Bay Isles Civic-Commercial Center (i.e., all lands within the Plat of Bay Isles, Unit No. 4) by Amendment to Declaration recorded in O. R. Book 1884, Page 1322, Public Records of Sarasota County, Florida; and

WHEREAS, Weston is the contract vendee of the following described property located within the Bay Isles Civic-Commercial Center, to-wit:

Tract 6, Block A, Bay Isles Unit No. 4 as per plat thereof recorded in Plat Book 30, Page 2, Public Records of Sarasota County, Florida (the "Property"); and

WHEREAS, the Town of Longboat Key under Resolution No. 92-21 approved an amendment to the Outline Development Plan so as to permit residential usage of the Property and access thereto from Harbourside Drive in lieu of Bay Isles Road; and

WHEREAS, Association is the master property owners association for the Planned Unit Development known as Bay Isles and is the organization responsible for managing and maintaining the common areas (the "Commons") within Bay Isles; and

WHEREAS, Association has agreed to the reinstatement of the Property as a part of the lands and property subject to the Declaration, with full and equal rights of membership in the Association for Weston and its successors and assigns, and is executing this document certifying to the incorporation of the Property as a part of the Bay Isles PUD.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the parties hereto do hereby covenant and agree as follows, to-wit:

1. Pursuant to the provisions of Article 4 of the Declaration, Association does hereby agree that the Property is hereby incorporated in and will hereafter be deemed to be a part of the Planned Unit Development known as Bay Isles.
2. This amendment, upon full execution, shall become effective and shall be recorded upon Weston taking title to the Property. At such time Weston, as the owner of the Property shall become a member of the Association with the same rights, privileges and obligations as those of current members of the

Association, including the payment of all maintenance and other assessments. All successors in title to Weston (as to the Property) shall become members of the Association in accordance with the provisions of the Declaration.

3. The Association hereby approves and authorizes access to the Property over and across Harbourside Drive. Association further agrees to permit Weston as the owner of the Property to install, at its expense, a storage lane and median cut in the Harbourside Drive median easterly of the Property in order to provide vehicular access to the Property for traffic northbound on Harbourside Drive. Weston agrees to indemnify and hold Association harmless from and against any claim from a contractor or subcontractor for expenses or costs owed for work to construct the storage lane and median cut, and for costs and attorneys fees incurred by Association to defend such claim.

4. Maintenance assessments by Association against the Property shall commence upon the effective date as noted in Paragraph 2.

5. The parties acknowledge and agree that the Association may relocate the present Northern guardhouse and security gate beyond the proposed entrance for the Property and that the Association may do so without any liability to Developer, Weston, their grantees, successors or assigns.

6. This Agreement shall be binding upon the parties hereto and their respective grantees, successors and assigns.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first above set forth.

Signed, Sealed and Delivered  
in the Presence of:

William M. Sade  
Signature of Witness  
William M Sade  
Print Name of Witness

Sylvia K. VanDusen  
Signature of Witness  
Sylvia K. VanDusen  
Print Name of Witness

WESTON BOYER, INC.,  
a Florida corporation,  
By: [Signature]  
As Its PRESIDENT

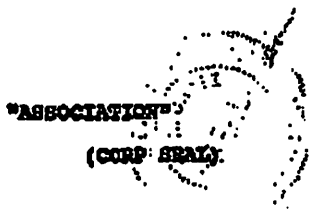
BAY ISLES ASSOCIATION, INC.

Michael J. Egan  
Signature of Witness

MICHAEL J. EGAN  
Print Name of Witness

Diane D. Diamond  
Signature of Witness  
Diane D. Diamond  
Print Name of Witness

By: [Signature]  
As its President



STATE OF FLORIDA  
COUNTY OF SARASOTA

This foregoing instrument was acknowledged before me this  
4 day of September, 1952 by Richard Boydell as  
President of Sarasota Hotel, Inc., a Florida corporation,  
said individual is personally known to me or has produced  
no type of identification and did not take an oath. If  
no type of identification is indicated, the above-named person is  
personally known to me.

•• OFFICIAL RECORDS  
BOOK 2843 PAGE 2187 ••



William M. Seider  
Signature of Notary Public  
William M. Seider  
Notary Public of the  
State of Florida  
my commission expires on  
Oct. 1, 1954

STATE OF FLORIDA  
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this  
4th day of September, 1952 by William M. Seider as  
President of Sarasota Hotel, Inc., a Florida corporation,  
said person is personally known to me or has produced  
no type of identification and did not take an oath. If  
no type of identification is indicated, the above-named person  
is personally known to me.

William M. Seider  
Signature of Notary Public  
Dittne D. Buttrick  
I am a Notary Public of the  
State of Florida, and  
my commission expires on  
Oct. 1, 1954.

CONSENT OF ARVIDA/JMB PARTNERS

Arvida/JMB Partners hereby consents to the terms and provisions of this Amendment to Declaration of Maintenance Covenants and Restrictions on The Commons for Bay Isles.

WITNESSES:

[Signature]  
Signature of Witness  
Steven A. Parker  
Print Name of Witness  
[Signature]  
Signature of Witness  
Joan A. Dickinson  
Print Name of Witness

ARVIDA/JMB Partners, a Florida general partnership  
BY: Arvida/JMB Managers, Inc., a Delaware corporation, General Partner  
By: [Signature]  
James D. Motta, Vice President

STATE OF FLORIDA )  
COUNTY OF Sarasota )

The foregoing instrument was acknowledged before me this 14th day of July, 1992, by JAMES D. MOTTA as Vice President of ARVIDA/JMB MANAGERS, Inc., a Delaware corporation authorized to do business in the State of Florida, on behalf of the corporation as General Partner of ARVIDA/JMB PARTNERS, a Florida general partnership. He is personally known to me or has produced Personally Known as identification and who did not take an oath. If no type of identification is indicated, the above-named person is personally known to me.

[Signature]  
Signature of Notary Public

Fay L. Sewell  
Print Name of Notary Public

(Notary Seal)

I am a Notary Public of the State of Florida and my commission expires on July 1, 1993  
Notary Public, State of Florida  
My Commission Expires July 1, 1993  
Board of Notary Public - Sarasota

RECORDED IN OFFICIAL RECORDS  
RECORD VERIFIED  
93 SEP - 1 PM 5:10  
MARIE E. RUSLING  
CLERK OF CIRCUIT COURT  
SARASOTA COUNTY, FL