

ording \$24.00

Prepared By:
RETURN TO
MICHAEL R. FINKLEY
BETH...

EXHIBIT "A"

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
OF LEMON BAY BREEZES

THIS FIRST AMENDMENT, made as of the 30 day of August, 1989,
by La Bahia Incorporated, a Florida Corporation (the "DEVELOPER")
and THE UNIT OWNERS OF LEMON BAY BREEZES CONDOMINIUM (the "Unit Owners").

WITNESSETH:

WHEREAS, the Unit Owners are the owners of record of thirteen (13) units
in Lemon Bay Breezes Condominium (the "Condominium"); and

WHEREAS, the DEVELOPER is the owner of record of the remaining eleven (11)
units in the Condominium by virtue of a foreclosure action against Odyssey
Development Corporation, a Delaware corporation, d/b/a Odyssey Development
Corporation of Florida; and

WHEREAS, that certain Declaration of Condominium of Lemon Bay Breezes,
dated March 7, 1986, was recorded in the Public Records of Charlotte County,
Florida, in Official Records Book 863, page 1963 (the "Declaration"); and

WHEREAS, the recorded Declaration provides that only that portion of land
identified as the Initial Phase of Phase I of the Condominium containing one
building with twenty-four (24) units was submitted to condominium form of
ownership (the "Initial Phase"); and

WHEREAS, the Unit Owners and the DEVELOPER constitute the record owners of
the twenty-four (24) units in the Initial Phase of the Condominium; and

WHEREAS, pursuant to the Declaration, the recorded Declaration may be
amended by filing of record a statement signed and acknowledged by the
DEVELOPER and by all the record owners of units in the Condominium, setting
forth the amendment; and

WHEREAS, the Unit Owners and the DEVELOPER desire to amend certain terms
and conditions of the Declaration.

NOW, THEREFORE, for good and valuable consideration, the receipt of
sufficiency of which is hereby acknowledged, the parties hereto agree as
follows:

1. The Unit Owners and the DEVELOPER hereby acknowledge and affirm that
the property currently submitted to the condominium form of ownership is the
parcel described in the Declaration as Phase I of the Initial Phase, which
property is more particularly described on Exhibit "A" attached hereto and
made a part hereof.

RECORDED - Barbara L. Scott, Clerk
J. J. Fineman & Co.

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2. Article 2, Section G of the Declaration is hereby amended to state in its entirety as follows:

G. Phase Development. DEVELOPER is creating this condominium as a "phase condominium" as provided for in Section 718.403 of the Condominium Act. Each separate phase is described in Appendix "B" which sets forth as to each phase, the land, the location, and number of units. The exact sequence in which phases shall be completed may vary in DEVELOPER'S discretion except that the first phase definitely is to be Phase I, which is also called the Initial Phase. DEVELOPER anticipates that "Subsequent Phases" (portions of the land and improvements thereon) may, by "Amendment" hereto executed by DEVELOPER alone as provided in Section 718.403(6) of the Condominium Act, be added as part of this condominium pursuant to this Declaration. As each Subsequent Phase is added and made a part of this condominium, the impact shall be to cause the property of the condominium to be enlarged and expanded so as to encompass the portions of land, improvements thereon and rights appurtenant thereto which are intended for use in each subsequent phase. Each unit in each Subsequent Phase shall have an equal fractional interest in the common surplus and an equal fractional share of the obligation to pay assessments, per paragraph 3-C. The membership vote of each unit in each added phase shall be one. No timeshare estates may be created. The first Subsequent Phase must be completed by December 31, 1991. The second Subsequent Phase must be completed by December 31, 1993. DEVELOPER shall have no obligation to build or submit Subsequent Phases, but if they are not submitted within these time limitations, the Phase Development Plan shall be deemed completed at that time and no further phases will be added thereafter. Each Subsequent Phase shall be the same as described in Appendix "A", "B" and "C" hereto except DEVELOPER reserves the right to make the following changes in Subsequent Phases: (i) nonmaterial changes to the legal description of phases, (ii) minor changes in the floor plans of units provided the size of units does not vary by more than ten percent (10%). Initial Phase units are all 1,100⁺ square feet.

3. Article 15, Section A(14) is hereby amended to state in its entirety, as follows:

(14) "Developer" means *La Bahia Incorporated, a Florida Corporation.*

4. Except as otherwise expressly set forth herein, the terms and conditions of the Declaration are hereby reaffirmed and approved.

5. The parties to this Agreement as of the date of signing, acknowledge, approve and join in each and every provision set forth herein.

6. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which when taken together shall constitute one agreement.

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WITNESSES

[Signature]
[Signature]

AS TO BOTH PARTIES
STATE OF MI

County of Wayne)
ss)

THE UNIT OWNERS OF LEMON BAY BREEZES

X [Signature] Unit 101 A
Mary Pousse

The foregoing instrument was acknowledged before me this
30 day of August, 1989 by B. Pousse, Owner of Unit
No. 101A.

(Notarial Seal)

ROBERT R. DERBY, JR.
Notary Public, Macomb County, MI
My Commission Expires June 20, 1993
acting in Wayne Co.

[Signature]
Notary Public
My Commission Expires:

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THE UNIT OWNERS OF LEMON BAY BREEZES

X WITNESS *Leyla Ertan*
LEYLA ERTAN

X WITNESS *Asim Ayar*
ASIM AYAR

AS TO BOTH PARTIES

STATE OF REPUBLIC OF TURKEY
PROVINCE AND CITY OF ISTANBUL
County of CONSULATE GENERAL OF THE UNITED STATES OF AMERICA

H. Bruin
Unit 101A
NICO BRUIN

X PHYLLIS MARY BRUIN

The foregoing instrument was acknowledged before me this
6th day of August, 1989 by NICO BRUIN & PHYLLIS MARY Owner of Unit
No. 101A.

X (Notarial Seal)

Denise A. Brooks
X Notary Public Vice Consul
X My Commission Expires: Indefinitely

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IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed on the date and year first above written.

Signed, sealed and delivered in the presence of:

Martha Kelly

LA BAHIA INCORPORATED,
a Florida Corporation

By: John J. Stenger
Its:

(CORPORATE SEAL)
DEVELOPER

STATE OF FLORIDA)
COUNTY OF CHARLOTTE) ss.

The foregoing instrument was acknowledged before me this 28 day of October, 1989 by John J. Stenger, the Executive and President of LA BAHIA, INCORPORATED, a Florida corporation, on behalf of the corporation

(Notarial Seal)

Martha Kelly
NOTARY PUBLIC
My Commission Expires:

My Commission Expires Aug. 27, 1991



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