

THIRD AMENDMENT
TO
DECLARATION OF RESTRICTIONS
OF
FUTURA YACHT CLUB

WHEREAS, the Declaration of Restrictions of FUTURA YACHT CLUB, dated May 19, 1978, was recorded July 7, 1978, in Official Records Book 765, at Page 488 et.seq, and first amended on August 7, 1978, by Amendment recorded on August 21, 1978, in Official Records Book 768, at Page 1962, and thereafter amended by Amendment on June 11, 1979, and recorded on July 2, 1979, in Official Records Book 792, at Page 857 et.seq, all of the Public Records of Monroe County, Florida, and

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WHEREAS, Article 6 of the original Declaration of Restrictions states that the restrictions and easements therein may be amended, cancelled or supplemented by an instrument executed by the fee owner of the COMMON AREAS, the ASSOCIATION through its authorized officers and the CLUB through its authorized officers, and

WHEREAS, the ASSOCIATION desires to amend the Declaration of Restrictions to reflect the conveyance of certain lands to be included as COMMON AREAS, and

WHEREAS, the ASSOCIATION is also the fee owner of the COMMON AREAS, and

WHEREAS, Article 1 of the Declaration of Restrictions states that the CLUB "shall mean and refer to the private club which will occupy and operate any and all recreational areas developed in the property described on Exhibit "A", and

WHEREAS, the recreational areas which the private club was to have occupied and operated are the lands which have been conveyed to the ASSOCIATION, which have been conveyed to the ASSOCIATION, which is the fee owner thereof, and no private club exists, and

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Paragraph 1 shall read:

1. DEFINITIONS:

(a) "ASSOCIATION" shall mean and refer to FUTURA YACHT CLUB HOMEOWNERS' ASSOCIATION, INC.

~~(b) "CLUB" shall mean and refer to the private club which will occupy and operate any and all recreational areas developed in the property described on Exhibit "A".~~

~~(b)-(e) "COMMON AREAS" shall mean all real property owned by ever which the ASSOCIATION for the benefit of all Owners of Units within the project and over which each Owner has ~~shall have an~~ easement for ingress and egress. The COMMON AREAS are legally described together with an obligation for maintenance. Phase I COMMON AREA is set forth in Exhibit A to the Amendment to Declaration of Restrictions of Futura Yacht Club, which amendment is recorded at Official Record Book 792 at Pages 857 through 871 of the Public Records of Monroe County, Florida and also includes the property described in Exhibit A to this Amendment. Additional COMMON AREAS may be subsequently included.~~

~~(c)-(d) "UNIT" shall mean and refer to any residential dwelling constructed within the project for which a certificate of occupancy or other similar proof of completion has been issued by an appropriate Governmental authority. In the event that any multi-family structures are constructed within the project, "UNIT" shall also include each separate dwelling within such multi-family structures for which a certificate of occupancy or other similar proof of completion has been issued by an appropriate Governmental authority.~~

~~(d)-(e) "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any UNIT which is a part of the PROJECT.~~

(a) ~~DECLARANT~~ by Deeds have been executed and recorded, conveying all herewith ~~has conveyed the Phase I COMMON AREAS, as defined in Paragraph 1(b), described in Exhibit A~~ to the ASSOCIATION ~~which.~~ These conveyances are specifically subject to the right of use, ingress and egress ~~by the CLUB and its members, guests, licensees, and invitees,~~ and by all OWNERS, their families, guests, tenants, licensees and invitees.

(b) The COMMON AREAS shall likewise ~~Deed mentioned in Paragraph 2(a) above, likewise shall~~ be subject to easements of record and any and all easements to public or private utility companies or governmental bodies for installation and maintenance of electrical, telephone, gas, water and sewer lines, pipes and conditions or any other utility service for any portion of the project. ~~DECLARANT is hereby granted an irrevocable authority and agency to execute any and all documents necessary in the future to grant and evidence the above stated easements.~~

(c) Nothing contained herein shall be construed or deemed to constitute a dedication, express or implied, of any property within the PROJECT for any public use or purpose.

(d) By acceptance of the Deed mentioned in Paragraph 2(a) above, the ASSOCIATION and each member thereof agrees to perform all obligations of ownership of the COMMON AREAS, including, but not limited to, maintenance, upkeep, repair, replacement, payment of taxes and insurance and payment for utility services to the COMMON AREAS.

~~(e) It is understood that the COMMON AREAS do not include any recreational facilities which facilities if and when constructed will be operated by the CLUB and will be owned either by the CLUB or DECLARANT or assigns. In consideration of the easements granted the CLUB and its members in Paragraphs 2(a) above, and in the Deed~~

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~~authorized to have and maintain such offices and staff as it deems necessary to handle any and all brokerage and real estate business brought to said company in connection with the sale, re sale and leasing of property within the project.~~

IN WITNESS WHEREOF, the ASSOCIATION, as the ASSOCIATION, as the fee owner of the COMMON AREAS, and as the fee owner of the recreational areas which were to have been operated by the CLUB has hereunto executed the foregoing Amendment to Declaration of Restrictions, through its authorized Officers, this 17 day of NOV October, 1994.

Signed, Sealed and Delivered in the presence of:

FUTURA YACHT CLUB HOMEOWNERS' ASSOCIATION, INC.

[Signature]
OLGA L. CICALESE
PRINT NAME

By: [Signature]
JOSEPH MAZIEKA, PRESIDENT
Attest: [Signature]
FRANK GUZZO, SECRETARY

[Signature]
DOROTHY GREEN
PRINT NAME

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 17th day of October, 1994 by JOSEPH MAZIEKA the PRESIDENT and FRANK GUZZO the SECRETARY of FUTURA YACHT CLUB HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. Who are personally known to me or have produced Driver License as identification and who did/did not take an oath.

[Signature]
OFFICIAL SEAL
MARIA T. PEREZ
My Commission Expires: CC104331 (SEAL)
NOTARY PUBLIC SIGNATURE
STATE OF FLORIDA AT LARGE

My commission expires:
NOV 26, 1995

Maria Perez
PRINT OR TYPE NOTARY SIGNATURE