

Prepared By And To Be Returned To:
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Carlton, Fields, Ward, Emmanuel,
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Post Office Box 3239
Tampa, Florida 33601-3239

**AMENDMENT TO DECLARATION OF CONDOMINIUM FOR
BAY ESTATES NORTH CONDOMINIUM**

This Amendment to Declaration of Condominium for Bay Estates North Condominium ("Amendment") is made on the date noted below by Fru-Con Ocean Golf Park, Ltd., a Florida limited partnership ("Fru-Con").

WITNESSETH:

WHEREAS, the Declaration of Condominium for Bay Estates North Condominium was recorded on May 14, 1997, in Official Records Book 1518, Page 2421, of the public records of Manatee County, Florida, as has been amended from time to time to certify units as substantially complete (collectively, "Declaration"); and

WHEREAS, Fru-Con is the Developer of Bay Estates North Condominium ("Condominium"); and

WHEREAS, pursuant to Section 6.2(a) of the Declaration, the Developer has the power to amend the provisions of the Declaration, without the consent of any other party, until such time as 51% of the Units have been conveyed to third parties; provided, that no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Unit Owner shares the Common Expenses and owns the Common Surplus, unless such amendment is also approved by at least a majority of the total voting interests of the Association; and

WHEREAS, as of the date of execution of this instrument, the Developer has not conveyed 51% or more of the Units to third parties; and

WHEREAS, the amendments made pursuant to this instrument in no manner change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Unit Owner shares the Common Expenses and owns the Common Surplus; and

WHEREAS, the Developer now desires to amend certain provisions of the Declaration to clarify matters pertaining to party walls;

NOW, THEREFORE, in consideration of the foregoing, the Developer, for itself and its successors and assigns, hereby amends the Declaration as follows (CODING: double-underlined text has been added and ~~strikeout text~~ has been deleted):

1. Section 3.5(i) of the Declaration is hereby amended to read as follows:

(i) All dividing walls which straddle the boundary line between Units and which stand partly upon one Unit and partly upon another, and all walls which serve two or more Units or the permitted improvements located within said Units, shall at all times be considered party walls, and each of the Owners of Units within which such party walls shall stand, serve or benefit shall have the right to use said party wall below and above the surface of the ground and along the whole length or any part of the length thereof for support of the permitted improvements located within said Units, and for the support of any building, constructed to replace the same, and shall have the right to maintain in or on said wall, any pipes, ducts or conduits originally located therein or thereon, subject to the restrictions hereinafter contained:

(1) No Owner of any Unit nor any successor in interest to any such Owner shall have the right to extend said party wall in any manner, either in length, height or thickness.

(2) In the event of damage to or destruction by fire or other casualty of any party wall, including the foundation thereof, the Owner of any Unit upon which said party wall may rest shall have the obligation to repair or build such wall and the Owner of each Unit upon which such wall shall rest, be served or benefitted by shall pay his fractional portion of the cost of such repair or rebuilding; provided, however, that in the event any such damage, destruction or other casualty to any party wall results from the act or omission of any Unit Owner who shares ownership thereof with another Owner or Owners, the Unit Owner causing such damage, destruction or other casualty shall repair such party wall at his sole cost and expense. All such repairs or rebuilding shall be done within a reasonable time, and in such workmanlike manner with materials comparable to those used in the original wall, and shall conform in all respects to the laws or ordinances regulating the construction of buildings in force at the time of such repair or reconstruction. Whenever any such wall or any portion thereof shall be rebuilt, it shall be erected in the same location and on the same line and be of the same size as the original wall.

(3) The foregoing provisions of this subsection (i) notwithstanding, the Owner of any Unit, or other interested party, shall retain the right to receive a larger contribution from another or others under any rule or law regarding liability for negligent or willful acts or omissions. The right of any Unit Owner, or other interested party, to contribution from any other Unit Owner under this section, shall be appurtenant to the land and shall pass to such Unit Owner's or other person's successors in title.

(4) The title held by each Unit Owner to the portion of each party wall within such Unit is subject to a cross easement in favor of the adjoining Unit Owner for joint use of said wall.

2. Section 7.1(b)(1) of the Declaration is hereby amended to read as follows:

(1) By the Association. The Association shall be responsible for maintaining, repairing and replacing the following items, and the cost of maintenance thereof shall constitute Common Expenses:

(A) all landscaping, sprinkling systems, reclaimed effluent water systems, and lawn and grass areas therein, and also all water and wastewater lines and piping located within or below the foundation of the Dwelling or otherwise lying beneath or within the Unit, except as otherwise stated in sub-paragraph (2) below;

(B) any subsurface defect(s) or condition(s) which exist on or below the surface of the Land as defined herein;

(C) the entire Dwelling located on a Unit, including, without limitation, exterior walls, ~~party walls~~, roofs and foundations, except for that portion of the Dwelling within the interior unfinished surfaces of the perimeter walls, floors and ceilings ("Living Space"); and

(D) the load-bearing walls within the Living Space except for the finished surfaces thereof.

3. Except to the extent modified herein, the Declaration remains valid and in full force. In the event of a conflict between the terms and provisions of this instrument and the terms and provisions of the Declaration, this instrument shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Developer has caused this instrument to be duly executed in its name by its general partner this 19th day of March, 1998.

WITNESSES:

FRU-CON OCEAN GOLF PARK, LTD., a Florida limited partnership, by its sole general partner, The Fru-Con Projects, Inc., a Florida corporation, formerly known as Fru-Con Ocean Golf Park Corporation

[Signature]
Name: James P. Faber

By: [Signature]
Name: A. A. Zettler
Title: VICE PRESIDENT

[Signature]
Name: Jerry R. Harms

[Signature]
Name: James P. Faber

Attest: [Signature]
Name: PEGGY H. MORRIS
Title: VP & SEC.

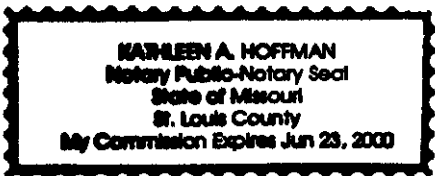
[Signature]
Name: Jerry R. Harms

STATE OF MISSOURI
COUNTY OF ST. LOUIS

The foregoing instrument was acknowledged before me this 19th day of March, 1998, by A. A. Zettler and Peggy H. Morris, as Vice President and Vice President & Secretary, respectively, of The Fru-Con Projects, Inc., a Florida corporation, formerly known as Fru-Con Ocean Golf Park Corporation, the sole general partner of FRU-CON OCEAN GOLF PARK, LTD., a Florida limited partnership, as the Developer of Bay Estates North Condominium. They either are personally known to me or have produced _____ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)



[Signature]
(Signature)
Name: Kathleen A. Hoffman
(Legibly Printed)

Notary Public, State of Missouri

N/A
(Commission Number, if any)

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R.B. SHORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL