

This instrument was prepared by:
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630 S. Orange Avenue
Sarasota, FL 34236

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
FOR
THE ESTUARIES II, A CONDOMINIUM**

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium for The Estuaries II, a Condominium, said Declaration having been recorded in Official Records Book 1517 at page 6849 of the Public Records of Manatee County, Florida, were duly adopted in the manner provided in the governing documents of the Association, at an annual membership meeting held April 25, 2002.

IN WITNESS WHEREOF, we have affixed our hands this 2nd day of May, 2002, at PARMETTO, Manatee County, Florida.

WITNESSES

Sign Sharon L. Charra

Print Sharon L. Charra

Sign Daryl Cuvelier

Print Daryl Cuvelier

THE ESTUARIES II CONDOMINIUM I
ASSOCIATION, INC.

By: [Signature]
Ed. C. Bennett, President

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 2nd day of May, 2002, by Ed. C. Bennett, as President of The Estuaries II Condominium Association, Inc., a Florida not-for-profit corporation.

Personally Known OR
Produced Identification FL. DL.
Type of Identification

NOTARY PUBLIC, STATE OF FLORIDA
sign [Signature]
print Daryl Cuvelier
My Commission expires:



**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM
FOR
THE ESTUARIES II, A CONDOMINIUM**

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE ~~LINED THROUGH~~ WITH HYPHENS.

1. Amendment to Article 3.5, entitled, "Easements", to read as follows:

~~(e) Construction and Maintenance of the Common Property. The Developer (including its designees, successors and assigns) shall have the right, in its (and theirs) sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction thereof and for repair, replacement and maintenance purposes, or where the Developer, in its sole discretion, determines that it is required to do so.~~

(h) Easements are hereby created over, under, across, in and through the Condominium Property as part of the Terra Ceia Bay Development for the purposes of ~~the Developer~~, the Association, and other appropriate entities, with the Association's express, written approval, to enable each respective entity to act upon and carry out its rights and duties, expressed or implied, pursuant to this Declaration and its exhibits, and to facilitate such other actions by appropriate parties as may be reasonably necessary to further the advancement of the Condominium and the Terra Ceia Bay Development.

(THE REMAINING PROVISIONS OF ARTICLE 3.5 REMAIN UNCHANGED)

2. Amendment to Article 3.6, entitled, "Special Easements and Rights to Grant Easements", to read as follows:

(a) ~~The Developer~~ Association hereby reserves unto itself and its successors and its assigns, ~~and grants to the Association~~ with the power to assign non-exclusive easements over, under and through the Condominium Property for the construction, maintenance and operation of electric, gas or other utility, cable television, security systems, communications service or other easements pertaining to the construction, maintenance and operation of other equipment, conduits, pipes, lines and similar installations servicing the Condominium Property or other property with the power to relocate any such existing easements in any portion of the Condominium Property and/or Association Property, provided that such easements or the relocation of easements will not prevent or unreasonably interfere with the reasonable use of the Units for residential purposes.

(b) ~~The Developer~~ Association hereby reserves unto itself and its successors and its assigns, ~~and grants to the Association~~ with the power to assign non-exclusive easements over, under and through the Condominium Property for the purposes of access to, constructing or maintaining improvements upon, providing utility services to or across, or providing drainage to or from the Condominium Property, any other property which may become part of the Condominium Property pursuant to this Declaration, or any other property adjacent to the Condominium Property, provided that any such

easement shall not interfere with the reasonable use of the Units for residential purposes.

(c) The ~~Developer~~ Association hereby reserves unto itself and its successors and its assigns non-exclusive easements over, under and through the Condominium Property for vehicular and/or pedestrian traffic by the Association, its members, ~~Developer~~, its designees, successors, assigns, licensees, lessees, invitees, and guests within the Condominium Property provided that any such easement shall not interfere with the reasonable use of the Units for residential purposes.

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