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This instrument was prepared by
and After Recording Return to:
Stephen E. Thompson, Esquire
Frost & Jacobs
1300 Third Street South
Naples, Florida 33940
(813) 261-0582

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FIRST AMENDMENT
TO
DECLARATION OF CONDOMINIUM
OF
GRAND BAY CONDOMINIUM

THIS FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM OF GRAND BAY CONDOMINIUM, is made this 23rd day of November, 1990 by Grand Bay Developments, L.C., a Florida limited liability company ("Developer") and Grand Bay Condominium Association, Inc., a Florida non-profit corporation ("Association"):

W I T N E S S E T H A T:

WHEREAS, Developer has heretofore executed a Declaration of Condominium of Grand Bay Condominium dated September 18, 1990 and recorded September 28, 1990, in Official Records Book 1562, Pages 0101 through 0187, inclusive, of the Public Records of Collier County, Florida (the "Declaration"); and

WHEREAS, Developer and the Association are desirous of clarifying and modifying certain provisions of the Declaration and the Exhibits thereto.

NOW, THEREFORE, Developer and the Association hereby amend the Declaration as follows:

1. The legal descriptions contained in the Surveyor's Certificate of Substantial Completion and on the Plot Plans recorded at Official Records Book 1562, Pages 0149 through 0151, inclusive, are amended to read as shown on Exhibit "A", attached hereto and filed herewith.

2. Subparagraph 4, of Paragraph C, of Article IV of the Declaration is amended and restated in its entirety to read as shown on Exhibit "B" attached hereto and made a part hereof, deletions being shown by "strike-throughs" and insertions being shown underlined.

3. Pursuant to Subparagraphs 2, 3 and 4, of Paragraph C, of Article IV of the Declaration, Exhibit "C" attached hereto and recorded herewith shows the designation of Boat Slips, Storage Lockers and Parking Spaces as appurtenances to the Units listed across therefrom.

4. The appropriate requirements of the Declaration to make said amendments have been met as evidenced in part by the Officer's Certificate attached hereto as Exhibit "D".

5. In all other respects the Declaration remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the Developer and the Association have caused these presents to be executed the date and year first above written.

CONDOMINIUM EXHIBIT FILED IN CONDOMINIUM BOOK 35 PAGE 76 ON DECEMBER 26, 1990
IN THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.
JAMES C. GILES, CLERK OF CIRCUIT COURT BY: ALEXANDRA SULECKI, D.C.

1990 DEC 26 AM 9:37

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COLLIER COUNTY

DEVELOPER
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Signed, sealed and delivered
in the presence of:

[Handwritten signatures]

GRAND BAY DEVELOPMENTS, L.C.,
a Florida limited liability company

BY: Grand Bay of Marco, Inc.,
a Florida corporation, Managing Member

By: *[Signature]*
David C. Bennett, Vice President

ASSOCIATION:

GRAND BAY CONDOMINIUM ASSOCIATION, INC.,
a Florida non-profit corporation

BY: *[Signature]*
David C. Bennett, President

Signed, sealed and delivered
in the presence of:

[Handwritten signatures]

STATE OF FLORIDA)
) S.S.:
COUNTY OF COLLIER)

BEFORE ME, a Notary Public in and for the foregoing County and State,
personally appeared David C. Bennett, the Vice President of Grand Bay of Marco,
Inc., a Florida corporation, the managing member of Grand Bay Developments, L.C., a
Florida limited liability company, and acknowledged the execution of the foregoing
instrument as the free act and deed of said corporation, for and on behalf of said
limited liability company, this 23 day of November, 1990.

WITNESS my hand and Notarial Seal.

[Signature]

Notary Public
My Commission Expires: **NOV. 7, 1991**
CARLA C. THOMAS
NOTARY PUBLIC STATE OF FLORIDA
My Commission Exp. NOV. 7, 1991

STATE OF FLORIDA)
) S.S.:
COUNTY OF COLLIER)

BEFORE ME, a Notary Public in and for the foregoing County and State,
personally appeared David C. Bennett, the President of Grand Bay Condominium
Association, Inc., a Florida non-profit corporation, and acknowledged the execution
of the foregoing instrument as the free act and deed of said corporation, for and
on behalf of said corporation, this 23 day of November, 1990.

WITNESS my hand and Notarial Seal.

[Signature]

Notary Public
My Commission Expires:

OFFICIAL NOTARY SEAL
CARLA C. THOMAS
NOTARY PUBLIC STATE OF FLORIDA
My Commission Exp. NOV. 7, 1991

Surveyor's Certificate

Exhibit "A" to First Amendment

SURVEYOR'S CERTIFICATE
GRAND BAY CONDOMINIUM BOOK

THE UNDERSIGNED certifies as follows:

1. I am a duly registered surveyor authorized to practice in the State of Florida and to do land surveys.
2. This Certificate is made with reference to Exhibit "A" to the Declaration of Condominium for Grand Bay Condominium and amends the Certificate previously made by me regarding this property and recorded in O.R. Book 1562, Pages 149-150, inclusive, of the official records of Collier County, Florida (the "Original Certificate").
3. The boundary survey previously prepared by me regarding this property and recorded in O.R. Book 1562, Page 151 (the "Original Boundary Survey") contains the following legal description of the real property, which description is also set forth in the Original Certificate and which contains a scrivener's error as struck through below, the underlined correction follows the erroneous data:

A portion of Tract "A" of MARCO BEACH UNIT FOUR according to the plat thereof as recorded in Plat Book 6 at Pages 32 through 37 of the Public Records of Collier County, Florida, being more particularly described as follows:

Commence at the Northwest corner of said Tract "A" (said corner also being the Southwest corner of Lot 14, Block 133, of said Marco Beach Unit Four), said corner bearing S 82°35'39" W from the center of the next described circular curve; thence Southerly along the arc of said circular curve having a radius of 1860.08 feet, through a central angle of 12°29'50", for an arc distance of 405.72 feet to a point of tangency; thence S 20°52'10" E for 122.98 feet; thence N 69°07'50" E for 514.14 feet; thence S 23°32'36" E for 358.14 feet; thence East for 121.00 feet; thence N 41°21'36" E for 155.82 feet to the POINT OF BEGINNING of the herein described parcel of land;

thence continue N 41°21'36" E for 288.25 feet to a point;
 thence S 85°38'53" E for 100.00 feet;
 thence S 32°39'23" E for 421.65 feet to the most Easterly point of said Tract "A", said point lying on a circular curve bearing S 18°10'44" E from the center of said circular curve and the North Right-of-Way of North Barfield Drive;
 thence Southwesterly along the arc of said circular curve and the North Right-of-Way of North Barfield Drive, having a radius of 960.00 feet, through a central angle of 04°38'34" for an arc distance of 77.78 feet to a point of tangency;
 thence S 76°27'50" W for 187.04 feet;
 thence N 13°32'10" W for 95.00 feet;
 thence N ~~63°32'10" W~~ 63°31'10" W for 266.81 feet to the POINT OF BEGINNING.

complying with the Minimum Technical Standards for Florida Land Surveys, Chapter 21M-6, Florida Administrative Code with all structures shown on the same being substantially completed as further stated below.

4. The Original Boundary Survey contains a Legal Description For Submerged Land Lease which description includes scrivener's errors as struck through below, the underlined corrections follow the erroneous data:

Legal description for a tract adjacent to Tract "A" of Marco Beach Unit 4, Collier County, Florida, as recorded in Plat Book 6; Pages 32 through 37 of the Public Records of Collier County, Florida.

Commencing at the Northwest Corner of Tract "A" of Marco Beach Unit 4, (which corner is also the Southwest Corner of Lot 14, Block 133, Marco Beach Unit 4), said corner being on the arc of a circular curve having a radius of 1860.08 feet, and on a radial of S 82° 35' 09" 32" W from the central point of said curve; thence southerly along the arc of said circular curve through a central angle of 12° 29' 50", for an arc distance of 405.72 feet to a point of tangency; thence S 20° 52' 10" E for 122.98 feet; thence N 69° 07' 50" E for 514.14 feet; thence S 23° 32' 36" E for 359.47 14 feet; thence East for 121.00 feet; thence N 41° 21' 36" E for 155.82 feet to the POINT OF BEGINNING of the Submerged Land Lease;

thence N 41° 21' 36" E 288.25 feet to a point,
thence S 85° 38' 53" E 100.00 feet to a point,
thence leaving the bulkhead line, N 04° 21' 07" E
35.0 feet to a point;
thence N 85° 38' 53" W 136.83 23 feet to a point,
thence S 41° 21' 36" W 294.39 feet to a point,
thence S 48° 38' 24" E 50.0 feet to the POINT OF BEGINNING,

Containing 18,699.8 square feet, (0.4293 acres), more or less.

5. The survey and plot plan attached hereto contains the proper amended legal descriptions for the real property and submerged land lease area and shall replace and supercede the Original Boundary Survey.

6. As to the building shown on Exhibit "A" as herein amended and all Units therein, I hereby reaffirm:

(a) the construction of the improvements is substantially complete so that the material comprising Exhibit "A", together with the provisions of the Declaration describing the Condominium Property, are an accurate representation of the location and dimensions of the improvements to be constructed so that the identification, location and dimensions of the Common Elements, Limited Common Elements and of each Unit can be determined from the materials that comprise Exhibit "A" to the Declaration; and

(b) all planned improvements relating thereto, including but not limited to landscaping, utility services and access to Units and Common Element facilities serving such building have been substantially completed and can be located thereon.

Executed this 27 day of November, 1990.

A. TRIGO & ASSOCIATES, INC.

By: 

A. Trigo, P.L.S.
Registered Surveyor
Florida Certificate No. 2982

Exhibit "A" to
Declaration of Condominium
Page 4 of 8

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Restated Subparagraph 4

Exhibit "B" to First Amendment

4. Boat Slips. A total of thirty-five (35) boat slips, consisting of twenty-two (22) slips beside finger boat docks and thirteen (13) layalong slips ("Boat Slips") will be located upon the Condominium Property. The intersecting vertical rectangular surface dimensions of the perimetrical boundaries of the Boat Slips are shown on the Plot Plan. The lower perimetrical boundary of each Boat Slip shall be the horizontal undulating plane immediately above the surface of the ~~submerged~~ submerged land. The upper boundary of each Boat Slip shall extend upwards to the heavens. As shown on the Plot Plan, Boat Slips 1 through 22, are constructed upon certain sovereign submerged land leased from the State of Florida under a lease recorded September 26, 1990 in Official Records Book 1561, at Pages 1004 through 1029, inclusive, of the Public Records of Collier County, Florida; and Boat Slips 23 through 35, inclusive, are constructed within a certain Boat Docking Area pursuant to Collier County Permit No. 89-1256 lying within a platted waterway known as REDWOOD WATERWAY. Of these thirty-five (35) slips, six (6) will be assigned to the Association and may be rented by Unit Owners from the Association on such terms as the Board of Directors of the Association may from time to time determine. All Boat Slips constitute Limited Common Elements and are designated by a number on the Plot Plan and can be owned only by Unit Owners. Unit Owners purchasing such an assignment of a Boat Slip are hereinafter called "Boat Slip Owners". A limited number of Unit Owners will have the opportunity to purchase and receive an exclusive assignment of one (1) Boat Slip from the Developer for an additional price. The Boat Slips will be assigned to such purchasing initial Unit Owners as an appurtenance to their respective Units on a first-come, first-serve basis. No Boat Slip may be transferred at any time to anyone other than Unit Owners. Use of all Boat Slips is restricted to owners of Units, tenants of Units in the Condominium, and those renting slips in the Association's tenant pool as provided in Subparagraph 3 of Paragraph C, of Article XI of this Declaration. Boat Slip Owners may sell and assign their Boat Slip to other Unit Owners independently of any transfer of their Units, but only if a copy of each such assignment is delivered to the Association by the selling Boat Slip Owner. A Boat Slip Owner may transfer his Unit without also transferring his Boat Slip, only if he (i) owns another Unit in the Condominium and (ii) provides to the Association a copy of a recorded instrument executed by the Boat Slip Owner transferring the Boat Slip to be an appurtenance to the new Unit and eliminating the Boat Slip as an appurtenance to the Unit that the Boat Slip Owner proposes to sell with the notice of intention to sell his Unit required in Article XII of this Declaration. If any Boat Slip Owner fails to provide the Association with a copy of such an assignment, his Unit shall continue to be subject to a lien for Boat Slip assessments until such time as a copy is provided to the Association. All Boat Slip assignments will be recorded in the Public Records in the form attached hereto as Exhibit "F". Upon the recording of such an assignment, the subject Boat Slip shall constitute an appurtenance to the Unit owned by the purchasing Unit Owner. The Developer reserves the right to file an amendment to the Plot Plan specifically designating the initial assignments of the numbered Boat Slips as made. The Boat Slips are subject to any sovereign submerged land lease between the Developer, as tenant, and the State of Florida, as landlord, as may be from time to time required by the State of Florida. The Developer's interest under any said sovereign submerged land lease will be assigned to the Association when all Boat Slips have been assigned, subject to the approval of the State of Florida.

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Schedule of Appurtenances

Exhibit "C" to First Amendment

SCHEDULE OF APPURTENANCES

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<u>UNIT NO.</u>	<u>STORAGE LOCKER</u>	<u>PARKING SPACE</u>	<u>BOAT SLIP</u>
101	A-13	50	--
104	A-8	46	28
105	A-15	27	--
106	A-10	22	26
107	A-14	18	--
108	A-12	41+51	15
110	A-11	57	14
113	A-2	8	5
114	A-1	55	2
115	A-3	3	9
201	B-14	37	12
204	B-11	31	27
205	B-15	28	25
206	B-10	49	--
207	B-13	58	--
209	B-3	63	--
210	B-1	43	23
211	B-4	56	--
215	B-2	12	--
302	C-15	30	--
303	C-6	32	--
304	C-5	48	--
305	C-13	25	30
307	C-9	42	22
308	C-12	15&60	--
310	C-2	54	8
311	C-7	11	--
312	C-3	62	3
313	C-14	14	--
315	C-1	2	10

<u>UNIT NO.</u>	<u>STORAGE LOCKER</u>	<u>PARKING SPACE</u>	<u>BOAT SLIP</u>
401	D-10	34	
404	D-15	29&45	4
407	D-9	47	24
408	D-12	39&40	20
409	D-1	13	17
410	D-8	44	7
411	D-2	9	
413	D-4	61	6
414	D-3	53	11

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Officer's Certificate

Exhibit "D" to First Amendment

**OFFICERS' CERTIFICATE OF VALIDITY OF FIRST AMENDMENT
TO DECLARATION OF CONDOMINIUM BY GRAND BAY CONDOMINIUM ASSOCIATION, INC.**

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The Developer and the Association have modified and amended in certain respects more particularly set forth in the foregoing First Amendment to Declaration of Condominium of Grand Bay Condominium (the "First Amendment"), the Declaration of Condominium of GRAND BAY CONDOMINIUM, as recorded in Official Records Book 1562, Pages 0101 through 0187, inclusive, all in the Public Records of Collier County, Florida (the "Declaration").

We, the undersigned, being the duly elected and acting President and Secretary, respectively, of GRAND BAY CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, (the "Association") hereby certify that:

1. The amendments made in paragraphs 1 and 2 of said First Amendment were respectively duly adopted as amendments to the Declaration in full compliance with the terms of the Declaration and pertinent provisions of the laws of the State of Florida governing condominiums, and a record of the same is contained in the minutes of the Association; and

2. The resolutions set forth as Exhibits "1" and "2", attached hereto and made a part hereof, were duly adopted to authorize said amendments respectively to the Declaration at meetings of the Board of Directors and members of the Association held as more particularly set forth therein; that said resolutions were duly voted upon and adopted as required by the pertinent provisions of the condominium documents and governing statutes as more particularly stated in said resolutions; and that said resolutions have not been rescinded, revoked, or modified in any way and are in full force and effect on the date hereof; and are true, correct and exact copies excerpted from the original minutes.

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IN WITNESS WHEREOF, we have executed this Officers' Certificate on this 23rd day of November, 1990.

GRAND BAY CONDOMINIUM ASSOCIATION, INC.,
a Florida not-for-profit corporation

BY: David C. Bennett
David C. Bennett, President

(CORPORATE SEAL)

Attest: Leslie K. Boran
Leslie K. Boran

STATE OF FLORIDA)
) ss:
COUNTY OF COLLIER)

The foregoing certificate was acknowledged before me this 23rd day of November, 1990, by David C. Bennett, President, and Leslie K. Boran, Secretary, respectively, of the Grand Bay Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of said Association.

Leslie K. Boran
Notary Public
My Commission Expires:

Exhibit "D" to First Amendment

Notary Public
State of Florida at Large
My Commission Expires:
September 21, 1993

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**MINUTES
OF
SPECIAL MEETING OF MEMBERS
OF
GRAND BAY CONDOMINIUM ASSOCIATION, INC.,
a Florida not for profit corporation**

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A special meeting of the Members of Grand Bay Condominium Association, Inc., a Florida not for profit corporation, was held at 991 North Barfield Drive, Marco Island, Florida 33937 on September 28, 1990 at 2:00 p.m. of that day.

Present: David C. Bennett
Robert D. Stakich
Leslie K. Boran

constituting the full membership of the Board of Directors and representing the sole present member of the Association, Grand Bay Developments, L.C., constituting a full quorum of members.

David C. Bennett, President of the Association, presided as Chairman of the meeting and Leslie K. Boran acted as Secretary thereof.

The Chairman called the meeting to order and the Secretary then presented and read a Waiver of Notice of the meeting signed by the sole member, which was ordered filed.

The following resolutions were, upon motion duly made, seconded and carried:

RESOLVED AS FOLLOWS:

1. Subparagraph 4, of Paragraph C, of Article IV of the Declaration of Condominium shall be amended to read as attached hereto as Exhibit "A", in order to clarify the use and configuration of the Boat Slips described therein.

There being no further business to be transacted at this meeting, it was on motion duly made, seconded and carried, duly adjourned.



Leslie K. Boran
Secretary

Dated: September 28, 1990



David C. Bennett
Chairman

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Exhibit "1"
to Officer's Certificate

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4. Boat Slips. A total of thirty-five (35) boat slips, consisting of twenty-two (22) slips beside finger boat docks and thirteen (13) layalong slips ("Boat Slips") will be located upon the Condominium Property. The intersecting vertical rectangular surface dimensions of the perimetrical boundaries of the Boat Slips are shown on the Plot Plan. The lower perimetrical boundary of each Boat Slip shall be the horizontal undulating plane immediately above the surface of the ~~submerged~~ submerged land. The upper boundary of each Boat Slip shall extend upwards to the heavens. As shown on the Plot Plan, Boat Slips 1 through 22, are constructed upon certain sovereign submerged land leased from the State of Florida under a lease recorded September 26, 1990 in Official Records Book 1561, at Pages 1004 through 1029, inclusive, of the Public Records of Collier County, Florida; and Boat Slips 23 through 35, inclusive, are constructed within a certain Boat Docking Area pursuant to Collier County Permit No. 89-1256 lying within a platted waterway known as REDWOOD WATERWAY. Of these thirty-five (35) slips, six (6) will be assigned to the Association and may be rented by Unit Owners from the Association on such terms as the Board of Directors of the Association may from time to time determine. All Boat Slips constitute Limited Common Elements and are designated by a number on the Plot Plan and can be owned only by Unit Owners. Unit Owners purchasing such an assignment of a Boat Slip are hereinafter called "Boat Slip Owners". A limited number of Unit Owners will have the opportunity to purchase and receive an exclusive assignment of one (1) Boat Slip from the Developer for an additional price. The Boat Slips will be assigned to such purchasing initial Unit Owners as an appurtenance to their respective Units on a first-come, first-serve basis. No Boat Slip may be transferred at any time to anyone other than Unit Owners. Use of all Boat Slips is restricted to owners of Units, tenants of Units in the Condominium, and those renting slips in the Association's tenant pool as provided in Subparagraph 3 of Paragraph C, of Article XI of this Declaration. Boat Slip Owners may sell and assign their Boat Slip to other Unit Owners independently of any transfer of their Units, but only if a copy of each such assignment is delivered to the Association by the selling Boat Slip Owner. A Boat Slip Owner may transfer his Unit without also transferring his Boat Slip, only if he (i) owns another Unit in the Condominium and (ii) provides to the Association a copy of a recorded instrument executed by the Boat Slip Owner transferring the Boat Slip to be an appurtenance to the new Unit and eliminating the Boat Slip as an appurtenance to the Unit that the Boat Slip Owner proposes to sell with the notice of intention to sell his Unit required in Article XII of this Declaration. If any Boat Slip Owner fails to provide the Association with a copy of such an assignment, his Unit shall continue to be subject to a lien for Boat Slip assessments until such time as a copy is provided to the Association. All Boat Slip assignments will be recorded in the Public Records in the form attached hereto as Exhibit "F". Upon the recording of such an assignment, the subject Boat Slip shall constitute an appurtenance to the Unit owned by the purchasing Unit Owner. The Developer reserves the right to file an amendment to the Plot Plan specifically designating the initial assignments of the numbered Boat Slips as made. The Boat Slips are subject to any sovereign submerged land lease between the Developer, as tenant, and the State of Florida, as landlord, as may be from time to time required by the State of Florida. The Developer's interest under any said sovereign submerged land lease will be assigned to the Association when all Boat Slips have been assigned, subject to the approval of the State of Florida.

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**Minutes of Special Meeting of
Directors of
Grand Bay Condominium Association, Inc.**

The Special Meeting of Directors of Grand Bay Condominium Association, Inc. was held at the offices of the corporation on the 13th day of November, 1990, at 10:00 a.m. of that day.

Present were Robert D. Stakich, David C. Bennett and Leslie K. Boran, constituting all of the Directors of said corporation. David C. Bennett presided as Chairman and Leslie K. Boran acted as Secretary for the Meeting.

The Chairman called the meeting to order and the Secretary thereupon read and presented to the meeting the Waiver of Notice to the meeting duly signed by all of the Directors and it was ordered to be filed with the minutes of the meeting.

The Chairman then stated that the purpose of this meeting was to discuss and approve the following items of business: The legal description of the subject property set forth in the Surveyor's Certificate and survey attached thereto contained in Exhibit A to the Declaration of Condominium contains a few scrivener's errors which the Board of Directors desire to correct pursuant to the power granted to them under Article X(c) of the Declaration of Condominium.

After discussion and upon motion duly made, seconded and unanimously carried, it was

RESOLVED AS FOLLOWS: That the Surveyor's Certificate and survey attached thereto recorded in Official Records Book 1562, Pages 149 through 151, inclusive, of the Public Records of Collier County, Florida, which is further identified as pages 3 through 5, inclusive, of Exhibit A to the Declaration of Condominium of Grand Bay Condominium recorded September 28, 1990 in Official Records Book 1562, Pages 101 through 181, inclusive, of the Public Records of Collier County, Florida, be amended by the Surveyor's Certificate and survey attached to these Minutes to correct the scrivener's errors in the original documents.

FURTHER RESOLVED: That the Directors, or any one of them, shall cause to be filed in the Public Records of Collier County the amended Surveyor's Certificate and survey attached to these Minutes as an amendment to the Declaration of Condominium.

FURTHER RESOLVED: That all remaining documents in the Declaration of Condominium of Grand Bay Condominium shall not be affected and shall remain in full force and effect.

There being no further business before the meeting, it was, upon motion duly made, seconded and carried, duly adjourned.



Leslie K. Boran, Secretary



David C. Bennett, Chairman

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Exhibit "2"
to Officer's Certificate

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COLLIER COUNTY CLERK
TALLAHASSEE, FLORIDA

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