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12 Sur.  
13 Int.  
Tot. 47.00

RETURN TO: This instrument prepared by:  
LINDA A. EARLE  
Attorney at Law  
GREENE & MASTRY, P.A.  
P.O. Box 3542  
St. Petersburg, Florida 33731

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SECOND AMENDMENT  
TO  
MASTER DECLARATION  
OF  
COVENANTS, EASEMENTS AND RESTRICTIONS  
FOR  
PLACIDO BAYOU

THIS SECOND AMENDMENT TO MASTER DECLARATION OF COVE-  
NANTS, EASEMENTS AND RESTRICTIONS FOR PLACIDO BAYOU (the  
"Second Amendment") is made this 24th day of September,  
1984, by and between LLOYD E. WILLIAMS, JR., J.K. FINANCIAL  
CORPORATION, a Florida corporation, and ROBERT P. CRISP, doing  
business as PLACIDO BAYOU JOINT VENTURE, a Florida joint ven-  
ture (collectively "Developer").

RECITALS

A. Developer executed that certain Master Declara-  
tion of Covenants, Restrictions and Easements for Placido  
Bayou (the "Master Declaration") and caused said document to  
be recorded on September 26, 1984 in Official Records Book  
5848, beginning at Page 1477 of the Public Records of Pinellas  
County, Florida.

B. Developer executed that certain First Amendment  
to Master Declaration of Covenants, Restrictions and Easements  
for Placido Bayou and caused said document to be recorded on  
October 17, 1984, in Official Records Book 5851, beginning at  
Page 1709 of the Public Records of Pinellas County, Florida.

C. Developer continues to own portions of certain  
real property lying and being in Pinellas County, Florida,  
which is described in the Master Declaration as "Placido  
Bayou". Pursuant to the rights and powers set forth in Sec-  
tion 4 of Article XII of the Master Declaration, Developer  
wishes to further amend the Master Declaration in order to  
resolve and clarify certain ambiguities and conflicts therein.

NOW, THEREFORE, Developer hereby amends the Master  
Declaration in the following manner:

1. Section 1 of ARTICLE IV EASEMENTS is hereby de-  
leted in its entirety and the following is hereby substituted  
in its place:

"Section 1. Non-Exclusive Easements. Ex-  
cept as otherwise specifically provided herein, each  
easement created hereunder shall be, without the neces-  
sity of restating such herein, nonexclusive and perpetual  
for the limited purposes set forth herein and subject to  
all of the terms and conditions of this Master Declara-  
tion. Developer, the Community Association, or any  
Neighborhood Association, as appropriate, shall have the  
right to grant any other easement over the same area so  
long as it does not unreasonably interfere with the ease-  
ment first granted and so long as the grantor owns the  
land subject to such easement".

2. Subsection 3(a) of ARTICLE IV EASEMENT is  
hereby deleted in its entirety and the following is hereby  
substituted in its place:

"Section 3. Developer's Easements.

(a) Developer reserves for itself, for so long as Developer owns any portion of the Real Property, easements over, across, under and through Placido Bayou, as may be necessary and reasonable to permit Developer to develop any and all portions of the Real Property and to exercise its rights and perform its obligations as the same may be created under this Master Declaration, within the Real Property."

3. Paragraph 4(b)(ii) of ARTICLE IV EASEMENT is hereby deleted in its entirety and the following is hereby substituted in its place:

"(ii) the right of the Community Association to suspend the use and enjoyment rights of any Owner, his guests, lessees and invitees for any period during which any Assessment remains unpaid or for a period determined by the Board for any violation of any Master Document, it being understood and agreed that the suspension shall not constitute a waiver or discharge of any obligation of such Owner; and"

4. Subsections 5(a) and (b) of ARTICLE IV EASEMENT are hereby deleted in their entirety and the following are hereby substituted in their place:

"Section 5. Utility, Drainage, and Irrigation Easements.

(a) Developer hereby reserves unto itself, for so long as it owns any portion of the Real Property, and grants to the Community Association, the Neighborhood Associations, appropriate Governmental Bodies and Utility Servicers reasonable easements over, under, across and through those portions of Placido Bayou designated as easement areas on any Plat or created pursuant to the provisions of this Master Declaration for the installation, construction, maintenance, repair, alteration, and operation of utility services to adequately serve the Real Property, including without limitation, temporary roads, cable television and radio services, telephone services, security system services, public utilities (including but not limited to water, sewer, electric, gas and other utility services, both publicly and privately operated), irrigation systems (including the installation of irrigation pumps and lines) and drainage systems (including the installation of drainage pipes and ditches), together with all machinery and apparatus appurtenant thereto as may be necessary or desirable for servicing the Real Property and all improvements and facilities located thereon. Developer, Community Association, any Neighborhood Association, Governmental Body or Utility Servicer making the entry shall restore the property as nearly as practicable to the condition which existed prior to such entry. Further, easements reserved which necessitate entry through a building or other improvement shall only be according to the plans and specifications for said structure or as said structure is actually constructed, unless approved in writing by the owner thereof."

(b) Developer hereby reserves unto itself for so long as it owns any portion of the Real Property and grants to the Community Association the right to grant, expand or relocate easements for ingress, egress

and maintenance for the purpose of installation, construction, maintenance, repair, alteration and operation of utility services, of a size, width and location as Developer or the Community Association, in its discretion, deems advisable so long as any such easement is located so as not to unreasonably interfere with the use of any improvements which are then, or will be, located within Placido Bayou and are in accordance with the further requirements of Subsection (a) above. Additionally, the relocation of any easement shall comply with all requirements of Section 14, below.

5. ARTICLE IV EASEMENT is hereby amended by adding additional paragraphs thereto, which paragraphs shall be intitled and shall read as follows:

"Section 5-A. Encroachment Easements.

(a) In the event that an improvement or any part thereof constructed within a Neighborhood encroaches upon, over or through any portion of the Communities Properties or upon, over or through another Neighborhood as a result of the initial construction by Developer, then an easement is hereby granted to the owner of such improvement (the "Encroaching Party"), whether such owner be Developer, an Owner, or Neighborhood Association, as the case may be, to the extent of such encroachment for so long as the encroachment or the need therefor shall continue. In the event that any improvement or any part thereof constructed within the Community Properties encroaches over, under or through any portion of any Neighborhood as a result of the initial construction by Developer, then an easement is hereby granted to the owner of such improvement (the "Encroaching Party"), whether such owner be Developer or Community Association, as the case may be, to the extent of such encroachment for so long as the encroachment or the need therefor shall continue. The appropriate Encroaching Party shall have the right to use the structural encroachment for the reasonable and normal uses for which it was originally intended.

(b) The easements granted herein shall include, without limitation, easements for overhanging roofs, troughs, gutters and downspouts and the discharge of water therefrom and the subsequent flow of rain water over any portion of the burdened property.

(c) The easements, rights, benefits and liabilities created in subparagraphs (a) and (b), next above, shall be continuous in nature and shall run with the land benefited and the land burdened thereby for so long as the encroachment shall continue and, further, shall be binding on the owners of the land benefited and the land burdened by said easements, as well as their respective personal representatives, heirs, successor, assigns, agents, lessees, guests and invitees. The owner of the benefited property shall have the obligation as well as the right to repair and maintain the structural encroachment; provided, however, that to the extent the structural encroachment is to be maintained by another individual or entity pursuant to the provisions of any Master Document, the owner of the benefited property shall have no such maintenance obligation."

6. The heading of ARTICLE V is hereby amended to read as follows: "THE COMMUNITY ASSOCIATION."

7. Subsection 3(f) of ARTICLE V THE COMMUNITY ASSOCIATION is hereby deleted in its entirety and the following is hereby substituted in its place:

"(f) The Board shall have the authority to resolve any dispute which may arise between or among the several Neighborhood Associations. Any such decision shall be binding upon such Neighborhood Association and may be specifically enforced through the courts of the State of Florida."

8. Subsections 3(a) and (b) of ARTICLE VI BUDGETS AND ASSESSMENTS is hereby deleted in their entirety and the following are hereby substituted in their place:

"Section 3. Fractional Shares.

(a) Initially, the Owners of each Assessment Unit, as such term is hereinafter described in this Section, shall be liable to the Community Association for a 1/222 share of the Operating Expenses (the "Fractional Share"), excepting those Operating Expenses allocable to the Limited Community Properties, if any. The Fractional Share shall be recomputed by the Board each year at the time the annual budget for the succeeding year is adopted so that the numerator shall remain one (1) and the denominator shall be the aggregate sum of the Assessment Units, which Assessment Units are described as follows:

(i) the number of Condominium Units shown as being substantially completed in the recorded surveyor's certificate for the Condominium containing such Condominium Units;

(ii) the number of Dwelling Units for which a certificate of occupancy has been issued from the appropriate Governmental Body;

(iii) the number of votes duly assigned to all Parcels; and

(iv) the number of Lots, if any, which have been sold and closed to an initial purchaser by Developer; provided, however, that at such time as a certificate of occupancy is issued for the single family residence constructed on such a Lot, then the Lot and the improvement thereon shall be considered as an Assessment Unit under subparagraph (ii), above, and not under this subparagraph (iv).

Each of the Condominium Units, Dwelling Units, votes and Lots described in subparagraphs (i), (ii), (iii) and (iv) are sometimes herein referred to as an Assessment Unit.

(b) The Fractional Share for each Limited Community Property shall be determined in the same manner set forth above, except the denominator shall be the aggregate of only those Assessment Units which are entitled to use such Limited Community Properties."

9. The heading of Section 7 of ARTICLE VI BUDGETS AND ASSESSMENTS is hereby amended to read as follows: "Community Association's Responsibilities".

10. The heading of ARTICLE VII is hereby amended to read as follows: "LIABILITIES, LIENS, INTEREST AND COLLECTION OF COMMUNITY ASSOCIATION'S ASSESSMENTS".

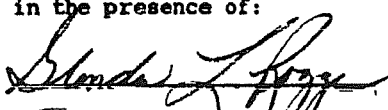
11. Section 11 of ARTICLE VIII DESIGN REVIEW COMMITTEE is hereby deleted in its entirety and the following is hereby substituted in its place:


"Section 11. Attorneys' Fees. For all purposes necessary to enforce this Article, the Community Association shall be entitled to collect reasonable attorneys' fees, court costs and other expenses against the individual or entity which is in violation of said Article, including expenses of appellate review, whether or not litigation is instituted, and the Board may assess such amounts in the form of an Individual Assessment."

12. All other terms, conditions, obligations, responsibilities, duties, easements, covenants, restrictions, reservations, charges, liens and other provisions as set forth in the Master Declaration, as amended by First Amendment thereto, and all exhibits thereto shall remain in full force and effect and unchanged except as amended herein.

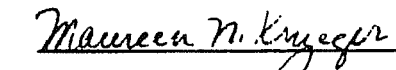

IN WITNESS WHEREOF, this Second Amendment has been signed by Developer on the day and year first above set forth.

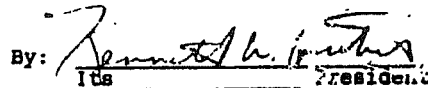
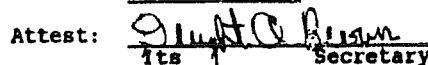
Signed, sealed and delivered  
in the presence of:

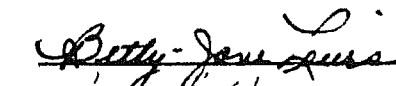
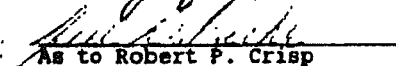
  
As to Lloyd E. Williams, Jr.


  
LLOYD E. WILLIAMS, JR., a venture partner in Placido Bayou, a Florida joint venture

J. K. FINANCIAL CORPORATION, a Florida corporation, a venture partner in Placido Bayou Joint Venture, a Florida joint venture

  
  
As to J.K. Financial Corporation

By:   
its President  
Attest:   
its Secretary

  
  
As to Robert P. Crisp

  
ROBERT P. CRISP, a venture partner in Placido Bayou Joint Venture, a Florida joint venture

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 22nd day of October, 1984, by LLOYD E. WILLIAMS, JR., as a venture partner of PLACIDO BAYOU JOINT VENTURE, a Florida joint venture.

Betty G. Struble  
Notary Public

(SEAL)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPI. APR. 3, 1988  
BONDED THRU GENERAL INV. UND.

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 22nd day of October, 1984, by Kenneth W. Herlihy the President and Deputy A. Brown the Secretary, respectively, of J. K. FINANCIAL CORPORATION, as a venture partner of PLACIDO BAYOU JOINT VENTURE, a Florida joint venture.

Maureen H. Krueger  
Notary Public

(SEAL)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPI. APR. 3, 1988  
BONDED THRU GENERAL INV. UND.

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 24th day of OCTOBER, 1984, by ROBERT P. CRISP, as a venture partner of PLACIDO BAYOU JOINT VENTURE, a Florida joint venture.

Betty June Leura  
Notary Public

(SEAL)

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Feb 13, 1986  
BONDED THRU GENERAL INV. UND.

The Mortgagee, HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation organized and existing under the laws of the United States of America, as holder and owner of encumbrances of record on the real property which has been made subject herein to certain covenants, restrictions and easements hereby consents to the Second Amendment to Master Declaration of Covenants, Restrictions and Easements, and subordinates all of its instruments of security including its mortgage interests to said Second Amendment to Master Declaration of Covenants, Restrictions and Easements. Said instruments of security are more particularly described as follows:

(1) Mortgage of real and personal property, Loan Agreement, Assignment of Borrower's Interest in Permits, Contract Documents and Developer's Rights and Assignment of Rents, Leases, Contracts, Accounts and Deposits, all dated May 31, 1984, and as modified from time to time. The Mortgage and Assignment of Rents, Leases, Contracts, Accounts and Deposits were recorded in Official Record Book 5773, commencing at Page 1790 and 1815 respectively, of the Public Records of Pinellas County, Florida. The Mortgage was re-recorded on August 14, 1984, in Official Record Book 5823, Page 474 of the Public Records of Pinellas County, Florida.

(2) The Financing Statement as to the Assignment of Borrower's Interest in Permits, Contract Documents and Developer's Rights was recorded June 1, 1984 in Official Record Book 5773 commencing at Page 1652, of the Public Records of Pinellas County, Florida, as corrected by instrument recorded on August 14, 1984, in Official Record Book 5823, Page 501 of the Public Records of Pinellas County, Florida.

(3) The Financing Statement recorded on June 1, 1984, in Official Record Book 5773, Page 1657 in the Public Records of Pinellas County, Florida.

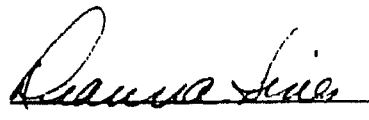
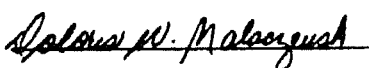
(4) Mortgage of real and personal property and Assignment of Rents, Leases, Contracts, Accounts and Deposits, both dated July 23, 1984, and recorded July 24, 1984, in Official Record Book 5809, commencing at Page 1521 and Page 1539, respectively, of the Public Records of Pinellas County, Florida.

(5) The Financing Statement recorded on July 24, 1984, in Official Record Book 5809, Page 1546, of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation organized and existing under the laws of the United States of America, has hereunto set its hand and seal on this 23rd day of October, 1984.

Signed, sealed and delivered  
in the presence of:

HOME FEDERAL BANK OF FLORIDA,  
F.S.B., a corporation organized  
and existing under the laws of  
the United States of America

By   
Its Senior Vice President

(CORPORATE SEAL)

**Q. A. 5865 PAGE 1985**

5. **DATE**

(SEAL)

My Commission Expires JUNE 26 1987



JOINDER OF MORTGAGEE AND COLLATERAL ASSIGNEE

The Mortgagee, ROBERT P. CRISP, individually and as Trustee, as a holder and owner of an encumbrance of record of the real property which has been made subject herein to certain covenants, restrictions and easements hereby consents to the Second Amendment to Master Declaration of Covenants, Restrictions, and Easements, and subordinates its mortgage interest to said Second Amendment to Master Declaration of Covenants, Restrictions and Easements.

Similarly, PARK BANK OF FLORIDA, a Florida corporation, as the collateral assignee of the Mortgagee's interest hereby consents to this Second Amendment to Master Declaration of Covenants, Restrictions, and Easements and subordinates its interest to the Master Declaration of Covenants, Restrictions, and Easements.

Said mortgage interest was created by that certain mortgage of real property, dated April 13, 1981, and as modified, corrected and renewed of record from time to time. The Mortgage was recorded in Official Record Book 5175, commencing at Page 184, of the Public Records of Pinellas County, Florida. The Mortgage was collaterally assigned to PARK BANK OF FLORIDA, a Florida corporation, by instruments recorded on June 29, 1982 in Official Record Book 5368, Page 710 and on October 8, 1982 in Official Record Book 5412, Page 1674, re-recorded on October 26, 1982 in Official Record Book 5420, Page 1362 and corrected by instrument recorded on March 15, 1983 in Official Record Book 5490, Page 370 and First Renewal Agreement recorded on December 2, 1983 in Official Record Book 5655, Page 548, as modified by Subordination Agreement recorded on June 1, 1984 in Official Record Book 5773, Page 1780, Mortgage Subordination Agreement recorded on July 17, 1984 in Official Record Book 5805, Page 742 and Subordination Agreement recorded on July 24, 1984 in Official Record Book 5809, Page 1548, all the above being recorded in the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, ROBERT P. CRISP, individually and as Trustee, and H. J. Winner, as the Senior Vice-President of PARK BANK OF FLORIDA, have hereunto set their hands and seals on this 24th day of August, 1984.

Signed, sealed and delivered  
in the presence of:

Betty-Jane Lewis  
Secretary

Robert P. Crisp  
Robert P. Crisp, individually  
and as Trustee

Carol A. Winner  
Secretary

PARK BANK OF FLORIDA, a Florida  
corporation

By: H. J. Winner  
H. J. WINNER, Senior  
Vice-President

(CORPORATE SEAL)

STATE OF FLORIDA     )  
COUNTY OF PINELLAS    )

The foregoing instrument was acknowledged before me  
this 24<sup>th</sup> day of OCTOBER, 1984, by ROBERT P. CRISP,  
individually and as Trustee.

Betty-Jane Lewis  
Notary Public

(SEAL)

My Commission Expires: Notary Public, State of Florida  
My Commission Expires Feb. 13, 1986  
Bound This Tray from: Insurance, Inc.

STATE OF FLORIDA     )  
COUNTY OF PINELLAS    )

The foregoing instrument was acknowledged before me  
this 10<sup>th</sup> day of OCTOBER, 1984, by H. J. WINNER, the  
Senior Vice-President of PARK BANK OF FLORIDA, a Florida cor-  
poration, on behalf of the corporation.

Shirley J. Smith  
Notary Public

(SEAL)

My Commission Expires: Notary Public, State of Florida at Large  
My Commission Expires MAY 14, 1988

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THIRD AMENDMENT  
TO  
MASTER DECLARATION  
COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR  
PLACIDO BAYOU

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THIS THIRD AMENDMENT TO MASTER DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR PLACIDO BAYOU (the "Third Amendment") is made this 17th day of May, 1985, by and between LLOYD E. WILLIAMS, JR., J.K. FINANCIAL CORPORATION, a Florida corporation and ROBERT P. CRISP, doing business as PLACIDO BAYOU JOINT VENTURE, a Florida joint venture (collectively "Developer").

The Master Declaration of Covenants, Restrictions and Easements for Placido Bayou (the "Master Declaration") was recorded on September 26, 1984, in Official Records Book 5848, beginning at Page 1477; the First Amendment thereto was recorded on October 17, 1984, in Official Records Book 5851, beginning at Page 1709; and the Second Amendment thereto was recorded on October 25, 1984, in Official Records Book 5865, beginning at Page 1978, all of the Public Records of Pinellas County, Florida. This Third Amendment is made pursuant to the rights and powers reserved to Developer at Subsection 4(b)(iv) of Article XI of the Master Declaration and amends the Master Declaration as follows:

1. Section 2 of Article III is hereby amended so that it shall hereafter read as follows:

"Section 2. Manner of Conveyance. Developer shall convey to the Community Association, by warranty deed, title to all or portions of the Community Properties and improvements appurtenant thereto subject to: (i) the terms and provisions of this Master Declaration and other Master Documents; (ii) real estate taxes for the year of such conveyance; (iii) all applicable zoning ordinances; (iv) such facts as an accurate survey would show; and (v) all covenants, easements, restrictions and reservations of record. The Community Association shall be required to accept each such conveyance "as is" at the time of conveyance, without any representations or warranties, expressed or implied, in fact or by law, as to the condition or fitness of the Community Properties or portion thereof and improvements thereon. All costs and expenses of such conveyance shall be paid for the Community Association."

2. Paragraph 2(d)(i) of Article V is hereby amended and shall hereafter read as follows:

"(i) Eighty percent (80%) of all Units to be constructed in Placido Bayou have been sold and conveyed by Developer; or"

3. Article V is hereby amended to include Section 5 which shall hereafter read as follows:

"Section 5. Rights of Mortgagees.

(a) Notwithstanding anything contained in this Master Declaration to the contrary, unless at least two-thirds (2/3) of the Mortgagees (based upon one vote for each first mortgage owned) of the individual Units have given their prior written approval, the Association shall not be entitled to amend the Master Declaration in any manner which would restrict the definition of "Mortgagee" at Article I or would adversely affect any rights granted to Mortgagees in this Master Declaration.

RETURN TO:

This Instrument prepared by:  
LINDA A. EARLE  
Attorney at Law  
GREENE & MASTRY, P.A.  
P.O. Box 3542  
St. Petersburg, Florida 33731

Nov 20 4 30 PM '85  
CLERK OF CIRCUIT COURT

PINELLAS COUNTY, FLORIDA  
Kathleen F. DeHaven

(b) Holders, insurers or guarantors or any first mortgage encumbering a Unit shall, upon written request to the Community Association, be entitled to timely written notice of:

(i) any condemnation or casualty loss that affects a material portion of the Community Properties;

(ii) any sixty (60) day delinquency in the payment of Assessments or charges owed by the Owner of a Unit on which it holds the Mortgage;

(iii) a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Community Association; or

(iv) any proposed action that requires the consent of a specified percentage of Mortgagees.

(c) Holders, insurers or guarantors of any first mortgage encumbering a Unit shall be entitled to inspect, upon request, during normal business hours, current copies of the Master Declaration, Bylaws, Rules and the books, records and financial statements of the Community Association. Upon written request, any Mortgagee is entitled to a financial statement for the immediately preceding fiscal year."

4. Footnote 5 of the Estimated Operating Budget, located as Exhibit C to the Master Declaration, is hereby amended and shall hereafter read as follows:

"5. No reserve account is presently being funded through Assessments. The initial contribution fee paid by each initial purchaser of a unit shall be allocated to one or more reserve accounts. Developer shall vote to fund reserves in future budgets."

5. All of the terms, conditions, obligations, responsibilities, duties, restrictions, reservations, covenants, easements and other provisions as required by the Master Declaration and all exhibits thereto shall remain in full force and effect and unchanged except as amended by the First Amendment, the Second Amendment and this Third Amendment.

IN WITNESS WHEREOF, Lloyd E. Williams, Jr., J.K. Financial Corporation, a Florida corporation and Robert P. Crisp, doing business as Placido Bayou Joint Venture have hereunto set their hand and seal on the day and year first above written.

Signed, sealed and delivered  
in the presence of:

Linda A. Earle

Helen Moon

As to Lloyd E. Williams, Jr.

Lloyd E. Williams, Jr.

LLOYD E. WILLIAMS, JR., a venture  
partner in Placido Bayou Joint  
Venture

J.K. FINANCIAL CORPORATION, a  
Florida corporation, a venture  
partner in Placido Bayou Joint  
Venture

Maurice N Kruger By: [Signature]  
Its President

Linda Q. Eide  
As to J.K. Financial Corpo-  
ration

Betty-Jane Lewis [Signature]  
ROBERT P. CRISP, a venture partner  
in Placido Bayou Joint Venture  
Patricia Thomas  
As to Robert P. Crisp

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me  
this 16 day of MAY, 1985, by LLOYD E. WILLIAMS,  
JR., as a venture partner of PLACIDO BAYOU JOINT VENTURE, a  
Florida joint venture.



Bonnie A. Cavel  
Notary Public

Notary Public, State of Florida at Large  
My Commission Expires Mar. 5, 1989  
BONDED THRU AGENTS NOTARY BROKERAGE

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me  
this 15th day of May, 1985, by Lenneth W. [Signature]  
Heinrich, the President of J.K.  
FINANCIAL CORPORATION, a Florida corporation, on behalf of the  
corporation, as a venture partner of PLACIDO BAYOU JOINT VENTURE,  
a Florida joint venture.

Maurice N Kruger  
Notary Public

(SEAL)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES AUG 17 1986  
BONDED THRU GENERAL INS. UNDERWRITERS

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me  
this 20TH day of MAY, 1985, by ROBERT P. CRISP,  
as a venture partner of PLACIDO BAYOU JOINT VENTURE, a Florida  
joint venture.

Betty-Jane Leurs  
Notary Public



(SEAL)

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires Feb. 13, 1986  
Bonded Two Thousand Dollars, \$2,000.00

JOINDER OF MORTGAGE

The Mortgagee, HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation organized and existing under the laws of the United States of America, as holder and owner of an encumbrance of record on portions of the real property which has been made subject to the Master Declaration of Covenants Restrictions and Easements for Placido Bayou hereby consents to and joins in this Third Amendment and subordinates all of its instruments of security including its mortgage interest to the Master Declaration as so amended. Said instruments of security are more particularly described in the Joinder of Mortgage to the Master Declaration recorded in Official Record Book 5851, at Page 1713 of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation organized and existing under the laws of the United States of America, has hereunto set its hand and seal on this 16th day of May, 1985.

Signed, sealed and delivered  
in the presence of:

HOME FEDERAL BANK OF FLORIDA,  
F.S.B., a corporation organized  
and existing under the laws of  
the United States of America

Walter L. Gibbs  
Robert L. Heinichon

Robert L. Heinichon

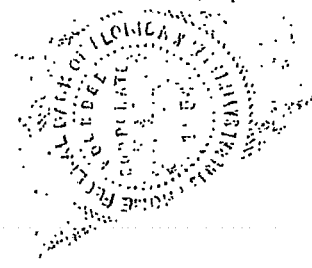
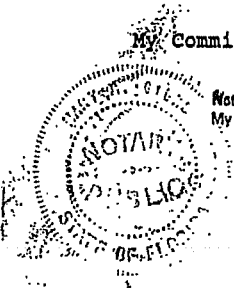
STATE OF FLORIDA       )  
COUNTY OF PINELLAS    )

The foregoing instrument was acknowledged before me this 16th day of May, 1985 by Robert L. Heinichon, Senior Vice President of HOME FEDERAL BANK, F.S.B., on behalf of the corporation.'

Walter L. Gibbs  
Notary Public - State of Florida

My Commission Expires:

(SEAL)  
Notary Public, State of Florida at Large  
My Commission Expires JAN. 17, 1989



JOINDER OF MORTGAGEE AND COLLATERAL ASSIGNEE

The mortgagee, ROBERT P. CRISP, individually and as Trustee, as a holder and owner of an encumbrance of record on portions of the real property which has been made subject to the Master Declaration of Covenants, Restrictions and Easements for Placido Bayou hereby consents to and joins in this Third Amendment thereto and subordinates his mortgage interest to said Master Declaration as so amended. Similarly, PARK BANK OF FLORIDA, a Florida Corporation, as the collateral assignee of Mortgagee's interest hereby consents to and joins in this Third Amendment to said Master Declaration and subordinates its interest thereto.

Said mortgage and collateral assignment are more fully described in Official Records Book 5851, Page 1715, of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, ROBERT P. CRISP, individually and as Trustee, and Harold Winner as the Senior Vice-President of PARK BANK OF FLORIDA, have hereunto set their hands and seals on this 17th day of May, 1985.

Signed, sealed and delivered in the presence of:

ROBERT P. CRISP, individually and as Trustee

Betty-Jane Lewis  
Patricia Thomas

[Signature]

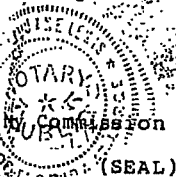
PARK BANK OF FLORIDA, a Florida corporation

Cheri H. Stewart  
Donna L. Stepp

By: [Signature]  
Senior Vice-President

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 20th day of MAY, 1985, by Robert P. Crisp, individually and as Trustee.



Betty-Jane Lewis  
Notary Public

Notary Public, State of Florida  
My Commission Expires Feb. 13, 1986  
Recorded This Day Feb. 14, 1986, 1986

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 15 day of May, 1985, by Harold Winner, the Senior Vice-President of PARK BANK OF FLORIDA, a Florida corporation, on behalf of the corporation.

Donna L. Stepp  
Notary Public

My Commission Expires:

(SEAL)

Feb. 13, 1986



This instrument prepared by:  
 ROBERT W. HENDRICKSON, III  
 Attorney at law  
 GREENE & MASTRY, P.A.  
 P.O. Box 3542  
 St. Petersburg, Florida 33731

86073308

FOURTH AMENDMENT TO MASTER DECLARATION OF COVENANTS,  
 RESTRICTIONS AND EASEMENTS FOR PLACIDO BAYOU

O.R. 6202 PAGE 554

THIS FOURTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS FOR PLACIDO BAYOU (the "Fourth Amendment") is made this 3<sup>rd</sup> day of March, 1986, by Lloyd E. Williams, Jr., J.K. Financial Corporation, a Florida corporation and Robert P. Crisp, doing business as Placido Bayou Joint Venture, a Florida joint venture (collectively the "Developer").

## Recitals

14 14792202 72 1. 884LS  
 44 21.00  
 TOTAL 21.00 CHW

A. Developer has previously executed that certain Master Declaration of Covenants, Restrictions and Easements for Placido Bayou (the "Master Declaration"), and caused said document to be recorded in Official Records Book 5848, commencing at page 1477, of the Public Records of Pinellas County, Florida.

B. The Master Declaration has previously been amended by that certain First Amendment recorded in Official Records Book 5851, commencing at page 1709, by that certain Second Amendment recorded in Official Records Book 5865, commencing at page 1978, and by that certain Third Amendment recorded in Official Records Book 5995, commencing at page 2039, all of the Public Records of Pinellas County, Florida.

C. Article IX, Section 7, of the Master Declaration restricts the rights of Condominium Unit owners and Dwelling Unit owners to raise, breed and keep animals in Placido Bayou.

D. By inadvertent misstatement and omission, Article IX, Section 7, fails to distinguish between the interests of Condominium Unit owners and Dwelling Unit owners.

E. Article XII, Section 4, gives Developer the right to amend the Master Declaration to correct inadvertent misstatement and omissions.

NOW, THEREFORE, Developer hereby amends the Master Declaration in the following manner:

1. Article IX, Section 7, is hereby deleted in its entirety and the following is hereby substituted in its place and stead:

"Section 7. Animals. No animals of any kind shall be raised, bred or kept on any Lot or in any Unit, except as follows:

(a) Dogs, cats and other household pets may be kept, subject to the limitations of this Section, except that no animals may be commercially bred or raised for sale.

(b) No household pets exceeding forty (40) pounds may be kept in a Condominium Unit.

(c) Owners of Condominium Units may keep only one (1) household pet in each Condominium Unit, except that resulting litters may be kept for up to eight (8) weeks after birth. Notwithstanding the foregoing, an Owner purchasing a Condominium Unit directly from Developer shall have the right to move in with two (2) household pets and to such two (2) pets in his Condominium Unit; provided that in the event of

01 Cash 11 Chg  
 40 Rec 21.00  
 41 DS  
 43 Int

Tot

21.00

APR 8 4 27 PM '86  
 CLERK OF COURT CLERK

Condominium Plat pertaining herto is recorded in Condominium Plat Book 8, pages 2 through 5, inclusive.

the death or permanent removal from the Condominium Unit for any reason of one or both of such pets, such Owner's rights shall be limited to the keeping of one (1) household pet as hereinabove provided.

(d) Owners of Units other than Condominium Units may keep two (2) household pets in each Unit, without limitation as to weight."

2. All of the terms, conditions, obligations, responsibilities, duties, restrictions, reservations, covenants, easements, and other provisions set forth in the Master Declaration, and all exhibits thereto, shall remain in full force and effect and unchanged except as amended by this Fourth Amendment or the previous three amendments described in the Recitals.

IN WITNESS WHEREOF, LLOYD E. WILLIAMS, JR., J.K. FINANCIAL CORPORATION, a Florida Corporation, and ROBERT P. CRISP doing business as PLACIDO BAYOU JOINT VENTURE, a Florida Joint Venture, have hereunto set their hand and seal on the day and year first above written.

Virginia J. Doque  
Robert P. Crisp  
(As to Lloyd E. Williams, Jr.)

Lloyd E. Williams, Jr.  
LLOYD E. WILLIAMS, JR., a venture partner in Placido Bayou Joint Venture

Robert P. Crisp  
J. K. Financial Corporation  
(As to J.K. Financial Corporation)

J.K. FINANCIAL CORPORATION, a Florida corporation, a venture partner in Placido Bayou Joint Venture

By: Robert P. Crisp  
President

(CORPORATE SEAL)

Patricia Thomas  
Robert P. Crisp  
(As to Robert P. Crisp)

Robert P. Crisp  
ROBERT P. CRISP, a venture partner in Placido Bayou Joint Venture

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me this 27 day of February, 1986, by LLOYD E. WILLIAMS, JR., as a venture partner of PLACIDO BAYOU JOINT VENTURE, a Florida joint venture.

Patricia Thomas  
Notary Public

(SEAL)  
My Commission Expires:

Notary Public, State of Florida  
My Commission Expires (March 26, 1987)  
Bounded The Tray Film - Insurance, Inc.  
2

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me  
this 3<sup>rd</sup> day of March, 1986, by John F. Kennedy, the President  
of J.F. FINANCIAL CORPORATION, a Florida corporation, as a  
venture partner of PLACIDO BAYOU JOINT VENTURE, a Florida joint  
venture.

Paul G. Hurd  
Notary Public

My Commission Expires: Notary Public, State of Florida at Large  
My Commission Expires AUG. 19, 1987

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing instrument was acknowledged before me  
this 27 day of February, 1986, by ROBERT P. CRISP, as  
a venture partner of PLACIDO BAYOU JOINT VENTURE, a Florida joint  
venture.

Patricia Thomas  
Notary Public

My Commission Expires: Notary Public, State of Florida  
My Commission Expires March 26, 1987  
Bounded Three Year Term - Notary Public, Inc.

JOINDER OF MORTGAGEE

The Mortgagee, HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation organized and existing under the laws of the United States of America, as holder and owner of an encumbrance of record on portions of the real property which has been made subject to the Master Declaration of Covenants, Restrictions and Easements for Placido Bayou hereby consents to and joins in this Fourth Amendment to Master Declaration of Covenants, Restrictions and Easements for Placido Bayou and subordinates all of its instruments of security including its mortgage interest to the Master Declaration, as so amended. Said instruments of security are more particularly described in the Joinder of Mortgagee to the Master Declaration recorded in Official Records Book 5851, Page 1713, of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, HOME FEDERAL BANK OF FLORIDA, F.S.B., a corporation organized and existing under the laws of the United States of America has hereunto set its hand and seal this 19th day of March, 1986.

Signed, sealed and delivered  
in the presence of:

HOME FEDERAL BANK OF FLORIDA,  
F.S.B., a corporation organized  
and existing under the  
laws of the United States  
of America

Debra C. Bullington  
Anna J. Jure

By: Robert L. Heinichon  
its Senior Vice President

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 19th day of March, 1986, by Robert L. Heinichon, Senior Vice President of HOME FEDERAL BANK, F.S.B., on behalf of the corporation.

Debra C. Bullington  
NOTARY PUBLIC

My Commission Expires:  
Notary Public, State of Florida at Large  
My Commission Expires DEC. 15, 1989

(Notary Seal)

JOINDER OF MORTGAGEE AND COLLATERAL ASSIGNEE

The mortgagee, ROBERT P. CRISP, individually and as Trustee, as holder and owner of an encumbrance of record on portions of the real property which has been made subject to the Master Declaration of Covenants, Restrictions and Easements for Placido Bayou hereby consents to and joins in this Fourth Amendment to Master Declaration of Covenants, Restrictions and Easements for Placido Bayou and subordinates his mortgage interest to said Master Declaration as so amended. Similarly, the Federal Deposit Insurance Corporation as successor to PARK BANK OF FLORIDA, a Florida corporation, the collateral assignee of Mortgagee's interest, hereby consents to and joins in this Fourth Amendment to said Master Declaration and subordinates its interest thereto.

Said mortgage and collateral assignment are more fully described in Official Records Book 5851, Page 1715, of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, ROBERT P. CRISP, individually and as Trustee, and JIMMY R. CALDWELL as the ~~Assistant Liquidator in Charge~~ of the Federal Deposit Insurance Corporation, have hereunto set their hands and seals on this 17<sup>TH</sup> day of March, 1986.

Signed, sealed and delivered in the presence of:

ROBERT P. CRISP, Individually and as Trustee

Betty Jane Lewis

[Signature]

FEDERAL DEPOSIT INSURANCE CORPORATION

Allan H. Overton  
Judy Haskins

By: JIMMY R. CALDWELL  
Assistant Liquidator In Charge

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 4<sup>TH</sup> day of March, 1986, by Robert P. Crisp, individually and as Trustee.

My Commission Expires: 2-13-90

Notary Public, State of Florida  
My Commission Expires Feb. 13, 1990  
Revised Three Year Rule - Insurance Inc.

Betty Jane Lewis  
NOTARY PUBLIC  
(Notary Seal)

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 17<sup>TH</sup> day of March, 1986, by JIMMY R. CALDWELL, the ~~Assistant Liquidator in Charge~~ of the Federal Deposit Insurance Corporation, on behalf of the corporation.

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires April 2, 1987  
Revised Three Year Rule - Insurance Inc.

[Signature]  
NOTARY PUBLIC

(Notary Public)