

199 OCT 14 AM 9:13

CERTIFICATE

OFF 11240-512  
P.C.

81R266326

THIS IS TO CERTIFY THAT:

The Second Amendment to the Declaration of Condominium of BAYSHORE YACHT AND TENNIS CLUB, a Condominium, according to the Declaration thereof recorded in the Public Records of Dade County, Florida, on January 16, 1979, in Official Records Book 10273 at Page 191, et seq., as amended, was duly proposed and approved by all of the Directors of BAYSHORE YACHT AND TENNIS CLUB CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and in turn adopted and approved by 75.7 % of the owners of units in BAYSHORE YACHT AND TENNIS CLUB, at a Special Meeting of the Membership held for that purpose on September 16, 1981. Said Second Amendment is attached hereto and made a part hereof as Exhibit "A".

EXECUTED at Miami, Florida, this 16<sup>th</sup> day of September, 1981.

Signed, sealed and delivered in the presence of:

BAYSHORE YACHT AND TENNIS CLUB CONDOMINIUM ASSOCIATION, INC.

Jack A. [Signature]  
W. Steve [Signature]

BY: Christopher R.B. Cargen  
as President

ATTEST: [Signature]  
as Secretary

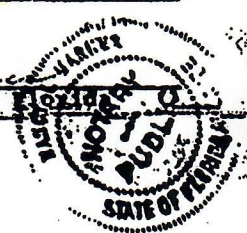
STATE OF FLORIDA  
COUNTY OF

The foregoing instrument was acknowledged before me by Christopher R.B. Cargen and Sandra Lynch President and Secretary respectively of BAYSHORE YACHT AND TENNIS CLUB CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation on behalf of the said corporation this 16th day of September, 1981.

NOTARY PUBLIC, State of Florida  
at Large

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JUNE 30, 1989  
BONDED FROM GENERAL OIL UNDERWRITERS



ORIGINAL SIGNED AMENDMENT  
EXHIBIT "A"

SECOND AMENDMENT TO DECLARATION OF CONDOMINIUM

OF

BAYSHORE YACHT & TENNIS CLUB, DADE

COUNTY, FLORIDA

11240-513

The following Amendments to the Declaration of Condominium of BAYSHORE YACHT & TENNIS CLUB CONDOMINIUM, Dade County, Florida, according to the Declaration thereof, recorded in Official Records Book 10273, at Page 191, of the Public Records of Dade County, Florida, were duly proposed and ratified according to the provisions of said Declaration. The Declaration of Condominium is amended as follows:

1. ARTICLE VII is amended to read:

"The COMMON ELEMENTS shall be, and the same are hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the owners of UNITS in the CONDOMINIUM for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said owners of UNITS. Notwithstanding anything above provided in this Article, BAYSHORE YACHT & TENNIS CLUB CONDOMINIUM ASSOCIATION, INC., hereinafter identified, shall have the right to establish the rules and regulations pursuant to which the owner or owners of any UNIT or others may be entitled to the use of any parking space or spaces. For purposes of this Declaration of Condominium, the property leased under the 99-Year Sublease attached as Exhibit 5, shall be treated in a like manner as if it were a common element appurtenant to the Condominium."

2. ARTICLE XXII A) is amended to read:

A) Parking for the CONDOMINIUM is provided for by a Sub-lease of nearly contiguous property as described in the copy of the Sub-Lease between BYTC CORPORATION, a Florida Corporation, as Sub-lessor, and ASSOCIATION, as Sub-Lessee, attached hereto as Exhibit 5. The rentals and ~~other monies to be paid by the ASSOCIATION in~~ connection with its performance of the terms of said Sub-Lease shall be deemed a COMMON EXPENSE of the CONDOMINIUM. The ASSOCIATION shall have complete control of all parking facilities and spaces and shall have the authority to designate and redesignate parking areas whether the same be on the sub-leased premises or on portions of COMMON ELEMENTS. Notwithstanding the foregoing, parking on the property leased under the said 99-Year Sublease shall be unassigned and unrestricted to all unit owners, their tenants, agents, employees and invitees. Parking under the sub-lease shall be treated in a like manner as if it were a common element appurtenant to the Condominium.

PARKING

PARKING

2. ARTICLE XXII A) is amended to read:

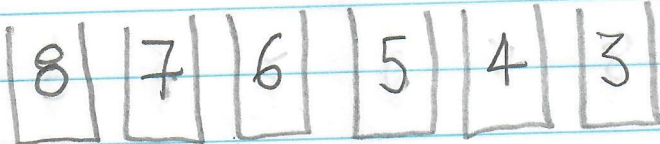
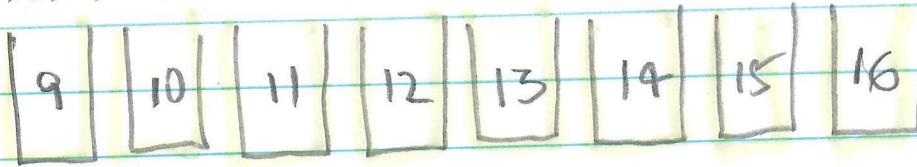
- A) Parking for the CONDOMINIUM is provided for by a Sub-Lease of nearly contiguous property as described in the copy of the Sub-Lease between BYTC CORPORATION, a Florida Corporation, as Sub-Lessor, and ASSOCIATION, as Sub-Lessee, attached hereto as Exhibit 5. The rentals and other monies to be paid by the ASSOCIATION in connection with its performance of the terms of said Sub-Lease shall be deemed a COMMON EXPENSE of the CONDOMINIUM. The ASSOCIATION shall have complete control of all parking facilities and spaces ~~and shall have the authority to designate and redesignate parking areas~~ whether the same be on the sub-leased premises or on portions of COMMON ELEMENTS. Notwithstanding the foregoing, parking on the property leased under the said 99-Year Sublease shall be unassigned and unrestricted to all unit owners, their tenants, guests, employees and invitees. Parking under the pool deck shall be restricted as follows: (i) parking spaces numbered 1, 4, 5, 6, 7 and 8 in the Declaration of Condominium shall only be used for short-term loading or unloading. (ii) parking spaces numbered 9, 10, 11, 12, 13, 14,

15 and 16 shall be limited to the exclusive use of the owners of Units RU-1101, RU-1102 and RU-1103, their tenants, guests, employees and invitees. This Article XXII A) may not be amended without the express written consent of all commercial unit owners and the owners of Units RU-1101, 1102 and 1103 and the mortgagees holding first mortgages on these Units. ASSOCIATION is expressly authorized to enter into any Agreement or agreements with any Lending Institution providing mortgages on individual Condominium Units deemed appropriate to assure said Lending Institution that this Sub-Lease will be maintained in a current status. Such Agreement may provide for escrow of funds to assure payment, collateral assignments of the Sub-Lease and any other term required by said Lending Institution. All costs incurred in connection therewith, including attorneys' fees, advance lease payments or deposits and other related costs shall be a COMMON EXPENSE of the CONDOMINIUM.

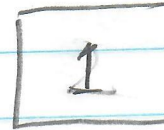
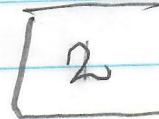
3. ARTICLE XXVI is amended to read:

# TENNIS COURTS

xxxxxxx FENCE xxxxxx



Short Term  
Parking & Loading  
loop



MARINA

Perlong  
Exclusive Use  
(9-16)