

PREPARED BY AND RETURN TO:

JILL A. SOMAN, ESQ.
ZACK KOSNITZKY, P.A.
100 Southeast Second Street
Suite 2800
Miami, Florida 33131 *MOM*

AMENDMENT TO
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR THE
ISLE OF VENICE

THIS AMENDMENT TO DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR THE ISLE OF VENICE (this "Amendment") is made as of the 31st day of October, 1997 by LENNAR HOMES, INC., a Florida corporation ("Lennar") and joined in by ISLE OF VENICE NEIGHBORHOOD ASSOCIATION, INC., a Florida not-for-profit corporation ("Association").

RECITALS

A. Lennar recorded that certain Declaration of Covenants, Restrictions and Easement for the Isle of Venice in Official Records Book 919 at Page 2443 of the Public Records of St. Lucia County, Florida, as amended, (the "Declaration") respecting the residential community known as the Isle of Venice.

B. Pursuant to its rights under the Declaration, Lennar desires to amend the Declaration as provided herein.

NOW THEREFORE, Lennar hereby declares that every portion of the Neighborhood Lands (as such term is defined in the Declaration) is to be held, transferred, sold, conveyed, used and occupied subject to the Declaration and the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Amendment.
2. Conflicts. In the event that there is a conflict between this Amendment and the Declaration or any prior amendments appearing in the public records, this Amendment shall control. Whenever possible, this Amendment, the Declaration and the other amendments shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.
3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
4. Working Capital Contribution. Section 11 of Article VI of the Declaration is hereby added and shall read:

11. Working Capital Contribution. The Association may, but is not obligated to, establish a working capital fund for the operation of the Association. Each Owner shall pay an amount equal to the sums determined to be then due from that Owner by Developer or as provided in the applicable purchase agreement, upon either purchase of a Homesite or otherwise. The purpose of this fund is to assure that the Association will have cash available to meet its obligations, unforeseen expenditures, or to acquire additional property, equipment or services deemed necessary or desirable. Amounts

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JOINDER

ISLE OF VENICE NEIGHBORHOOD ASSOCIATION, INC.

ISLE OF VENICE NEIGHBORHOOD ASSOCIATION, INC. does hereby join in the Amendment to the Declaration of Covenants, Restrictions and Easements for the Isle of Venice to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned has executed this Joinder as of the 31st day of October, 1997.

WITNESSES:

ISLE OF VENICE NEIGHBORHOOD ASSOCIATION, INC., a Florida not-for-profit corporation

~~Print Name: _____
Print Name: _____~~

By: [Signature]
Name: Rosanna Furbush
Title: President

(SEAL)

STATE OF FLORIDA)
COUNTY OF St. Lucie) SS.:

The foregoing instrument was acknowledged before me this 2 day of February, 1998 by Rosanna Furbush as President of ISLE OF VENICE NEIGHBORHOOD ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced [Signature] as identification, on behalf of the corporation.

My commission expires: _____
MICHELL W. ANDERSON
My Comm Exp. 5/08/2001
Decided By Service Inv
No. CC645682
Person By Name 1102WLD



[Signature]
NOTARY PUBLIC, State of Florida
at Large

Print name: Michelle W. Anderson

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