

This Instrument prepared by and return to:
John D. Olivier, Esq.
Icard, Merrill, Cullis, Timm,
Furen & Ginsburg, P.A.
2033 Main Street, Suite 600
Sarasota, Florida 34237

**FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM
OF BALCKBURN POINT MARINA VILLAGE, A CONDOMINIUM**

THIS FIRST AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF BLACKBURN POINT MARINA VILLAGE, A CONDOMINIUM, is made this day of November, 2005, by BLACBURN POINT MARINA VILLAGE, LLC, a Florida limited liability company (hereinafter referred to as the "Developer").

RECITALS:

WHEREAS, the Developer executed that certain Declaration of Condominium and caused such Declaration to be recorded in Official Records Instrument No. 2005184675 of the Public Records of Sarasota County, Florida (the "Declaration"); and

WHEREAS, the Declaration provides for amendment thereto by Developer without the joinder of any other party for certain purposes as more specifically set forth in Section 5.6 and Section 15.7 of the Declaration, including for purposes of reflecting substantial completion of the Units and for purposes of correcting a scrivener's error or omission; and

WHEREAS, the Developer desires to amend the Declaration to as more specifically set forth herein.

NOW THEREFORE, in consideration of the foregoing, the Developer hereby amends the Declaration as follows:

1. Recitals. The Recitals set forth above are true and correct and are incorporated herein by reference.

2. Amendment and Supplement to Exhibit "A". Developer hereby supplements and amends Exhibit "A" to the Declaration to (a) supplement the Condominium Plat, Site Plan & Boundary Survey, and Floor Plans attached to the Declaration with the revised Condominium Plat, Site Plan & Boundary Survey, and Floor Plans attached hereto as Exhibit "A"; and (b) to add and include the certificates of substantial completion for all Units within the Condominium, which certificates of substantial completion are attached hereto as Schedule 1.

3. Developer Guaranty of Amount of Assessments. Developer hereby amends Section 9.13 of the Declaration so as to correct a scrivener's error in the statement of the maximum amount of quarterly assessments payable during the Guarantee Period by the Unit Owners other than the Developer, so as to be consistent with the Estimated Operating Budget provided to prospective purchasers and the Division of Florida Land Sales, Condominium and Mobile Homes. Accordingly, Section 9.13 of the Declaration is hereby

amended as follows:

9.13 Developer Guaranty of Amount of Assessments. The Developer has guaranteed to the Unit Owners that during the period from the date of the recording of the Declaration of Condominium for the Condominium (the Recording Date) until the earlier of (a) twelve months after such Recording Date, or (b) the date on which the Developer transfers control of the Condominium Association to Unit Owners other than the Developer (herein the "Guarantee Period"), the quarterly assessment for common expenses of the Condominium and the Condominium Association levied against the Units owned by Unit Owners other than the Developer will not exceed ~~\$332.37~~ \$1,342.00.

The Developer intends on voting to waive reserves, pursuant to Section 718.116(9)(a)(2), Florida Statutes for the first twelve month period beginning on the date this Declaration is recorded, as such the guaranteed assessment amount set forth above is reflective of only operating expenses and is not intended to include reserves.

The Developer also reserves the right, in its sole option and discretion, to extend the term of the Guarantee Period from the initial ending date of the Guarantee Period until no more than two (2) years thereafter. In the event that Developer elects to so extend the Guarantee Period, it shall notify the Owners in writing of such election.

Therefore, during the term of the Guarantee Period, the Developer shall be excused from the payment of its share of common expenses which would have been assessed against unsold Units owned by the Developer. Unsold Units owned by the Developer, to this limited extent, therefore will not be subject to assessments for common expenses.


4. Defined Terms. All capitalized terms used and not defined herein shall have the meaning ascribed to such terms as set forth in the Declaration.


5. Amendment. This Amendment amends the Declaration, and to the extent there is any inconsistency between this Amendment and the terms and provisions of the Declaration, this Amendment shall control.

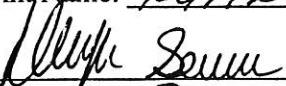
IN WITNESS WHEREOF, the Developer has caused this First Amendment to be executed by its duly authorized signatory as of the day and year first above-written.

Witnesses:

BLACBURN POINT MARINA VILLAGE, LLC
a Florida limited liability company


Print Name: Karen Williams

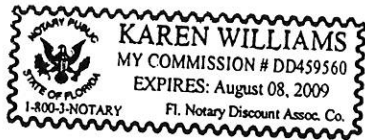
By: 
Dana A. Chase, Manager


Print Name: Derya Senver

[ACKNOWLEDGMENT APPEARS ON FOLLOWING PAGE]

STATE OF Florida
COUNTY OF Sarasota

Acknowledged and subscribed to before me this 1 day of November, 2005, by Dana A. Chase, as Manager of BLACBURN POINT MARINA VILLAGE, LLC, a Florida limited liability company, who is personally known to me or who produced known as identification.



Karen Williams
Notary Public

EXHIBIT "A"

Revised Condominium Plat, Site Plan & Boundary Survey, and Floor Plans

(SEE ATTACHED)

SCHEDULE 1

Certificates of Substantial Completion

(SEE ATTACHED)