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KAREN E. RUSHING  
CLERK OF THE CIRCUIT COURT  
SARASOTA COUNTY, FLORIDA  
ARINGHOL Receipt#828507

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



**THIRD AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
OF BLACKBURN POINT MARINA VILLAGE, A CONDOMINIUM**

THIS THIRD AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF BLACKBURN POINT MARINA VILLAGE, A CONDOMINIUM, is made this 14 day of July, 2006, by BLACKBURN 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 (the "Original Declaration") and caused such Original Declaration to be recorded in Official Records Instrument No. 2005184675, as amended by that certain First Amendment to the Original Declaration (the "First Amendment") recorded in Official Records Instrument No. 2005246801, all of the Public Records of Sarasota County, Florida, and as further amended by that certain Second Amendment to the Original Declaration (the "Second Amendment") recorded in Official Records Instrument No. 2005270968 (the Original Declaration, the First Amendment and the Second Amendment are collectively referred to herein as 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 15.7 of the Declaration, including for purposes of correcting deficiencies in the Condominium documents by including items required by the Florida Condominium Act and whereas this amendment does not materially and adversely affect the property rights of the Unit Owners; and

WHEREAS, the Developer desires to amend the Declaration 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 to Article 20. Article 20 shall be amended to include the following subsection 20.12, which is being included to correct deficiencies as required by the Southwest Florida Water Management District. This is a new provision and is not replacing any current provision of the Declaration. The new subsection 20.12 shall read as follows:

20.12 Southwest Florida Water Management District Requirements. The Southwest Florida Water Management District has the right to take certain actions and require that certain actions be taken with respect to the Condominium Property and the Surface Water Management System, including without limitation, the following:

(a) Right to Take Enforcement Measures. SWFWMD has the right to take any and all permitted enforcement measures, including without limitation, civil actions for injunction and/or penalties against the Association to compel the Association to correct any outstanding problems with the Surface Water Management System.

(b) Unit Owner's Responsibility if Association Terminates. If the Association shall ever cease to exist, all of the Unit Owners shall be jointly and severally liable and responsible for the operation and maintenance of the Surface Water Management System in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility in accordance with SWFWMD rules and regulations.

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

4. 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 Third Amendment to be executed by its duly authorized signatory as of the day and year first above-written.

Witnesses:

BLACKBURN POINT MARINA VILLAGE, LLC  
a Florida limited liability company

Patricia Barron  
Print Name: PATRICIA BARRON

By: Dana A. Chase  
Dana A. Chase, Manager

Teresa L. Gasper  
Print Name: Teresa L. Gasper

STATE OF FLORIDA  
COUNTY OF Sarasota

Acknowledged and subscribed to before me this 14<sup>th</sup> day of July, 2006, by Dana A. Chase, as Manager of BLACKBURN POINT MARINA VILLAGE, LLC, a Florida limited liability company, who is personally known to me or who produced Diver's license as identification.

Teresa L. Gasper  
Notary Public



**Teresa L. Gasper**  
Commission # DD360354  
Expires November 20, 2008  
Bonded Troy Fain - Insurance, Inc. 800-385-7019