

**THIS INSTRUMENT WAS PREPARED BY:**

David K. Deitrich, Esquire  
Dye, Deitrich, Petruff & St. Paul, P.L.  
1206 Manatee Avenue West  
Bradenton, FL 34205  
941/748-4411

**AMENDMENT # 1**  
**TO**  
**DECLARATION OF CONDOMINIUM**  
**FOR**  
**WATERFRONT AT MAIN STREET, A CONDOMINIUM**  
(Submitting Phase 1A)

This Amendment (the "Amendment") is made as of the 27<sup>th</sup> day of December, 2017, by **THE WATERFRONT AT MAIN STREET LLC**, a Florida limited liability company (the "Developer"), for itself, and its successors, grantees and assigns.

**WITNESSETH:**

**WHEREAS**, Developer previously established **WATERFRONT AT MAIN STREET**, a condominium, pursuant to Declaration of Condominium for Waterfront at Main Street, a condominium, recorded in Official Records Book 2682, Page 5928, of the Public Records, as same may have been amended (the "Declaration"); and

**WHEREAS**, the Condominium is a phase condominium as authorized by the Condominium Act, and as more fully described in the Declaration; and

**WHEREAS**, Developer wishes to amend the Declaration to submit the Phase described and designated in this Amendment as part of the Condominium pursuant to the Declaration;

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

**1. Recitals and Definitions.** The recitals contained hereinabove are true and correct and are incorporated herein by reference. Capitalized terms used in this Amendment, unless otherwise expressly defined herein, shall have the meanings given them in the Declaration, unless the context shall otherwise clearly require.

**2. Submission of Phase.** The Developer, for itself, its successors, grantees and assigns, hereby submits to the condominium form of ownership pursuant to the Condominium Act and the Declaration, as amended hereby (a) that property described on the Plat and designated thereon as Phase 1A, which is also described on Exhibit A-1, attached hereto to reflect the legal description in a larger and more readable font, (b) together with all Improvements erected or to be erected thereon, and (c) all easements, rights and appurtenances belonging thereto, including the Submitted Easements over the Subsequent Phase Lands described in Section 7.2 of the Declaration, excluding from such submitted property, any and all installations, facilities and devices for Utilities which may be owned by the utility furnishing services to the Condominium. The property hereby submitted is known as Phase 1A, and shall become a part of the Condominium Property upon this Amendment being recorded among the Public Records. Phase 1A contain(s) no Units.

**3. Supplemental Plat.** If and to the extent any supplemental Plat, and/or replacement sheet(s) of the Plat (including but not limited to a certificate of a surveyor in conformance with the Condominium Act, whether contained within a supplement or replacement sheet of the Plat or by separate


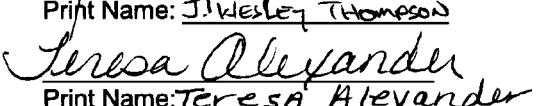
instrument), is/are attached hereto as Exhibit A (a "Supplemental Plat"), then such Supplemental Plat is made a part hereof and of the Declaration, and the Declaration and the Plat are amended, modified and supplemented by adding the Supplemental Plat thereto. In the event of any conflict between the Plat as attached to the Declaration and the Supplemental Plat, the provisions of the Supplemental Plat shall control. Hereafter the term Plat shall include the Supplemental Plat, if one is attached hereto. The Plat reflects the legal description of Phase 1A. The Plat (as amended and supplemented hereby) includes a survey of the Phase submitted hereby, a graphic description of the improvements in which any Units are located, and plot plans thereof, and either includes a certificate of surveyor in conformance with the Condominium Act, or a separate certificate will be filed by a separate amendment.

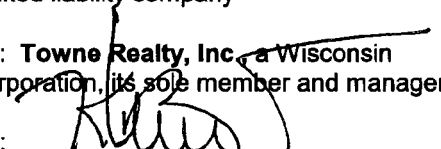
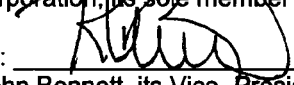
**4. Undivided Share in Common Elements.** As provided in Article 4 and Section 5.8 of the Declaration, each Owner shall at all times own an equal fractional interest in the Common Elements then forming a part of the Condominium Property. Effective upon the addition of the Phase submitted hereby, the undivided ownership in the Common Elements appurtenant to each Unit now within the Condominium, and the appurtenant ownership of the Common Surplus, is equal to one (1) divided by the total number of Units in all Phases now a part of the Condominium Property.

**5. Common Expenses.** As provided in Section 10.2 of the Declaration, the Owner of each Unit is liable for a share of the Common Expenses of the Association equal to his share of ownership of the Common Elements and the Common Surplus, as set forth in Article 4 of the Declaration and Paragraph 4 of this Amendment.

**6. Ratification.** The Declaration, as heretofore and hereby amended, is hereby ratified and confirmed. Developer represents that it has not transferred control of the Association.

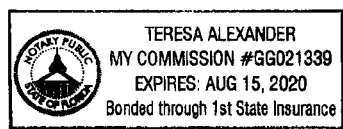
**IN WITNESS WHEREOF**, the Developer has caused this Amendment to be executed in its name by an officer thereunto duly authorized as of the day and year first above written.

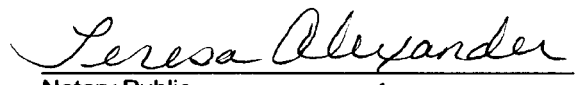
  
Print Name: J. Wesley Thompson  
  
Print Name: TERESA Alexander

**THE WATERFRONT AT MAIN STREET LLC**, a Florida limited liability company  
By:  **Towne Realty, Inc.**, a Wisconsin corporation, its sole member and manager  
By:  **Kohn Bennett**, its Vice-President

**STATE OF FLORIDA  
COUNTY OF SARASOTA**

The foregoing instrument was acknowledged before me this 27th day of December, 2017, by Kohn Bennett, as Vice-President of Towne Realty, Inc., a Wisconsin corporation, on behalf of the corporation as sole member and manager of The Waterfront at Main Street LLC, a Florida limited liability company, on behalf of the company,  who is personally known to me or  who produced \_\_\_\_\_ as identification.



  
Notary Public  
My Commission Expires: Aug 15, 2020



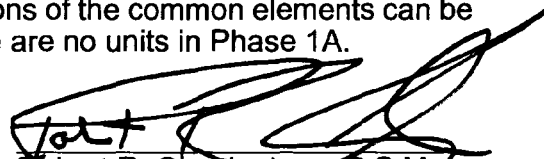


**SURVEYOR'S AFFIDAVIT  
CERTIFICATE**

STATE OF FLORIDA     )  
                                  ) SS  
COUNTY OF SARASOTA )

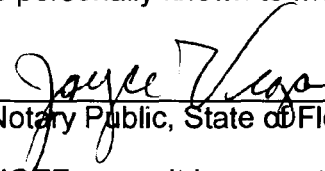
Before me, the undersigned authority personally appeared Robert R. Cunningham who after being duly sworn, deposes and says:

1. That Affiant is a registered Surveyor and Mapper holding Florida Certificate No.3924, and is the Surveyor who surveyed the property known and identified Waterfront at Main Street, a Condominium, as per Declaration of Condominium recorded in Official Record Book 2682, Page 5928 and as per plat thereof recorded in Condominium Book 40, Pages 189 through 198 of the Public Records of Manatee County, Florida.
2. The construction of all planned improvements, including, but not limited to, landscaping, utility services, access and common element facilities, with respect to Phase 1A, are substantially complete so that the condominium plat, together with the provisions of the Declaration describing the condominium property and the exhibits attached thereto are an accurate representation of the location and dimensions of the improvements and that the identification, location, and dimensions of the common elements can be determined from those materials. There are no units in Phase 1A.

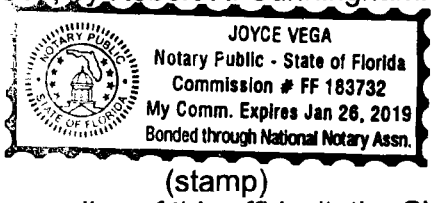


Robert R. Cunningham, P.S.M.  
Florida Certification No.3924

Signed and sworn to before me on December 22, 2017, by Robert R. Cunningham. He is personally known to me.

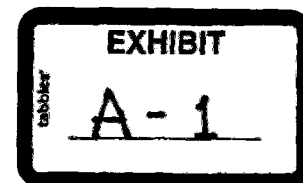


Notary Public, State of Florida



**NOTE:** It is requested that subsequent to the recording of this affidavit, the Clerk make a marginal notation on the face of the desk copy of said plat referencing this affidavit.

Prepared by: Stantec Consulting Services, Inc.  
6900 Professional Parkway East  
Sarasota, FL 34240



PHASE 1A:

A portion of Unit 5, LWR Main Street, a land condominium as recorded in Condominium Book 40, Page 85, Public Records of Manatee County, Florida and described as follows:

COMMENCE at the southeast corner of said Unit 5; thence along the south line of said Unit 5 for the following four (4) calls; (1) thence N.79°15'54"W., a distance of 135.04 feet; (2) thence N.30°23'42"W., a distance of 24.32 feet; (3) thence N.80°18'47"W., a distance of 208.37 feet to the southwest corner of said Unit 5; thence along the westerly line of said Unit 5 for the following five (5) calls; (1) thence N.12°55'52"E., a distance of 28.94 feet; (2) thence N.09°43'33"E., a distance of 53.75 feet; (3) thence N.02°56'18"E., a distance of 46.74 feet; (4) thence N.04°36'01"W., a distance of 22.94 feet; (5) thence N.21°09'57"W., a distance of 22.47 feet to the POINT OF BEGINNING; thence continue along the westerly and northerly line of said Unit 5 for the following thirteen (13) calls; (1) thence N.45°16'03"W., a distance of 21.09 feet; (2) thence N.69°36'35"W., a distance of 20.55 feet; (3) thence N.87°00'43"W., a distance of 39.66 feet; (4) thence N.89°04'40"W., a distance of 21.15 feet; (5) thence N.72°23'05"W., a distance of 19.92 feet; (6) thence N.37°18'10"W., a distance of 20.21 feet; (7) thence N.00°57'44"E., a distance of 20.60 feet; (8) thence N.19°35'48"E., a distance of 34.20 feet; (9) thence N.28°32'34"E., a distance of 18.68 feet; (10) thence N.58°36'00"E., a distance of 23.63 feet; (11) thence N.77°34'19"E., a distance of 50.67 feet; (12) thence N.75°03'13"E., a distance of 48.70 feet; (13) thence N.78°16'16"E., a distance of 21.13 feet; thence S.10°20'41"E., a distance of 54.86 feet; thence S.05°12'27"W., a distance of 34.97 feet; thence N.85°05'03"W., a distance of 22.50 feet; thence S.05°11'48"W., a distance of 21.75 feet to the point of curvature a curve to the right, having a radius of 5.00 feet and a central angle of 90°00'00"; thence southwesterly along the arc of said curve, a distance of 7.85 feet to the point of tangency of said curve; thence N.84°47'54"W., a distance of 8.95 feet; thence S.05°12'06"W., a distance of 20.00 feet; thence S.84°48'13"E., a distance of 7.00 feet; thence S.12°13'21"W., a distance of 23.55 feet to the POINT OF BEGINNING.

Said Phase 1A contains 16,913 square feet, more or less.