

THIS INSTRUMENT PREPARED BY:  
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Roetzel & Andress, LPA  
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Fort Myers, Florida 33901

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Deputy Clerk DMAYS  
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**THIRD AMENDMENT TO**  
**DECLARATION OF CONDOMINIUM**  
**OF**  
**SANIBEL HARBOUR YACHT CLUB, A CONDOMINIUM**

This Third Amendment to the Declaration of Condominium of Sanibel Harbour Yacht Club, a Condominium is made this 6<sup>TH</sup> day of JUNE, 2007, by Steeve Squared, LLC, a Florida limited liability company (the "Declarant" or the "Developer").

WHEREAS, the Declarant executed and recorded that certain Declaration of Condominium of Sanibel Harbour Yacht Club, a Condominium as recorded on April 6, 2006 at Instrument Number 2006000142556, as amended by the First Amendment to the Declaration recorded on November 3, 2006 at Instrument Number 2006000418380, and as further amended by the Second Amendment to the Declaration recorded on March 13, 2007 at Instrument Number 2007000081679, each in the Public Records of Lee County, Florida (the "Declaration"); and

WHEREAS, the Sanibel Harbour Yacht Club Condominium Association, Inc. is currently under Developer control; and

WHEREAS, Developer is the owner of Units 320, 321, 424 and 425, and pursuant to Article 2, Section 11(b) of the Declaration the Developer may alter such unit boundaries and execute and record this amendment altering such unit boundaries without the joinder of the Association, any Unit Owner, or mortgagee or lienor; and

WHEREAS, the Developer wishes to make this Amendment to the Declaration setting forth the new Unit boundaries for Units 320, 321, 424 and 425; and

WHEREAS, pursuant to Article 14, Sections 2 and 5 of the Declaration, the Developer has the right to amend the Declaration as otherwise set forth herein.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

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

2. Alteration of Unit Boundaries. The Unit boundaries for Units 320, 321, 424 and 425 of the Condominium shall hereinafter be as depicted on the surveyor's certificate and graphic representation attached hereto. The attached Exhibit "D-3" is hereby annexed to and expressly made a part of Exhibit "D" of the Declaration.

Further, the common lateral Unit boundaries for Units 320 and 321, as may be defined in Article 2, Section 11(a)(iii) of the Declaration and/or elsewhere in the Declaration or its exhibits, shall hereinafter be defined as set forth on Exhibit "D-3" attached hereto.

3. Social Members. Article 2, Section 12 (2) of the Declaration is hereby amended as follows:

(2) The Condominium Property is located adjacent to a development known as Punta Rassa Condominium, Phase IV, which is administered by Punta Rassa Condominium Association, Inc., a Florida non-profit corporation ("Punta Rassa Association"). All members of Punta Rassa Association, shall be offered a "social membership" that will grant them the use of certain recreational facilities located on the Condominium Property consisting solely of the owner's lounge, delicatessen and coffee shop, pursuant to the terms and conditions of a membership agreement to be executed prior to having access to and use of such recreational facilities. The terms of the membership agreement may be set by the Board of Directors from time to time, but shall at all times provide, and if not, shall be deemed to provide, that such "social members" shall be subject to the restrictions, rules and regulations governing use of the Condominium Property as contained in this Declaration and the Rules and Regulations of the Association, at all times that such "social members" are on the Condominium Property. Upon execution of such membership agreement, an individual member of the Punta Rassa Association shall be given a "social membership" card, thereby entitling that member, its guests and invitees (so long as said guests and invitees are accompanied by the "social member"), the above described recreational facilities use rights. ~~Notwithstanding any of the foregoing, no tenant of any Punta Rassa Association member shall be entitled to any of the use rights described in this Section 12(2).~~ Tenants of Punta Rassa Association Members shall similarly have the right to obtain "social memberships" upon the same terms and conditions as all other Punta Rassa Association members. The Developer shall have the right to grant additional "social memberships" to non-Unit Owners and non-Punta Rassa Association members in its sole discretion.

4. Alteration of Five-Star Concierge Services and Related Amenities. The Declaration is hereby amended to add the following provisions to Article 2, Section 12, hereinafter known as Article 2, Section 12 (3):

"(3) The Condominium has been developed as one which provides a first class atmosphere and offering of services to Unit Owners. The purpose of this sub-section (3) is to help maintain a level of services and amenities within the Condominium at the first class level initially developed and offered to Unit Owners. These first class facilities and level of services that are the standard expected by Unit Owners at Sanibel Harbour Yacht Club, a Condominium shall sometimes be referred to as the "Five Star Concierge Services." In furtherance of the foregoing, the following specific services and amenities may not in any way be decreased or altered to a lesser level without the approval of four-fifths (4/5) of all Unit Owners in the Condominium: (i) valet parking services from 7:00 a.m.

to 10:00 p.m.; (ii) unlimited boat launching services from sunrise to sunset; (iii) a strict NO tipping policy shall be at all times maintained; (iv) food, beverages and fuel offered "at cost" (for purposes of this sub-section (3) "at cost" shall be deemed to mean that the charge to Unit Owners and their tenants shall not exceed the cost paid by the Association for such items so that the Association shall neither make a profit nor incur a loss on each sale of such items); (v) 24-hour security; (vi) the Association shall maintain ownership of a limousine with seating for at least eight (8) passengers and have limousine service available at all times to Unit Owners, subject to reasonable rules and regulations regarding scheduling and/or reserving the limousine for use; and (vii) complete boat wash-down and engine flush after each use. Notwithstanding anything in the Declaration to the contrary, the Board shall not promulgate any rules and regulations which would diminish or decrease the Five Star Concierge Services listed above, nor be in any way less restrictive than this sub-section (3)."

5. Ratification. Except as to the modification set forth in this Second Amendment, all other terms and conditions of the Declaration shall remain in full force and effect.

Esther Alvarez  
 Print Name: ESTHER ALVAREZ

Aussa Tarr  
 Print Name: AUSSA TARR

STEVE SQUARED, LLC, a Florida limited liability company

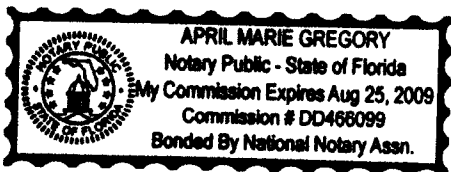
By: Steeven C. Knight, Managing Member

STATE OF FLORIDA        )  
   ) §:  
 COUNTY OF LEE            )

The foregoing instrument was acknowledged before me this 6 day of June, 2007, by Steeven C. Knight as Managing Member of STEVE SQUARED, LLC, a Florida limited liability company, who  is personally known to me OR who  has produced \_\_\_\_\_ as identification.

NOTARY RUBBER STAMP SEAL  
 OR EMBOSSED SEAL

April Gregory  
 Notary Public  
 Printed Name: April Gregory  
DD466099      Aug 25, 2009  
 Commission No.      Expiration Date






# Bean, Whitaker, Lutz & Kareh, Inc.

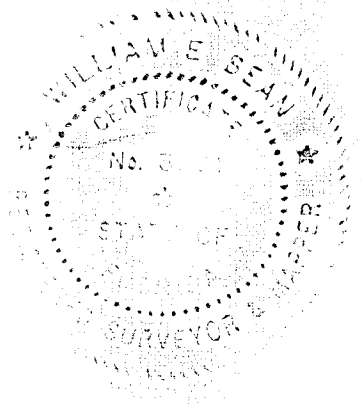
13041 McGregor Boulevard  
Fort Myers, Florida 33919-5910  
email – fmooffice@bwlk.net  
(Ph) 239-481-1331 (Fax) 239-481-1073

## SURVEYORS CERTIFICATE Amendment Number 3 to the Declaration of Condominium for Sanibel Harbour Yacht Club, A Condominium

We hereby certify that the attached Exhibit "D-3" dated 5-01-07 is an accurate representation of the unit boundaries for Units 320, 321, 424 and 425 as revised in accordance with Article 2, Section 11, (b), (i) of the Declaration of Condominium for Sanibel Harbour Yacht Club, A Condominium, as recorded in Instrument Number 2006000142556 of the public records of Lee County, Florida, and amended by that certain First Amendment recorded at Instrument Number 2006000418380, and by that certain Second Amendment recorded at Instrument Number (2007000081679). We further certify that the revised dimensions of those unit boundaries as shown on this Exhibit "D-3" are true and correct to the best of our knowledge and belief, the same being based on recent field measurements thereof, performed under the personal direction of the undersigned Registered Land Surveyor, and that this Exhibit "D-3" together with the wording of the Declaration to which it is annexed are sufficient in detail to determine the identification, location and approximate dimensions of the revised Units and the appurtenances thereto.

Bean, Whitaker, Lutz & Kareh, Inc.

 Date: 5-02-2007  
William E. Bean (For the firm)  
Registered Land Surveyor  
Florida Certificate Number 3261

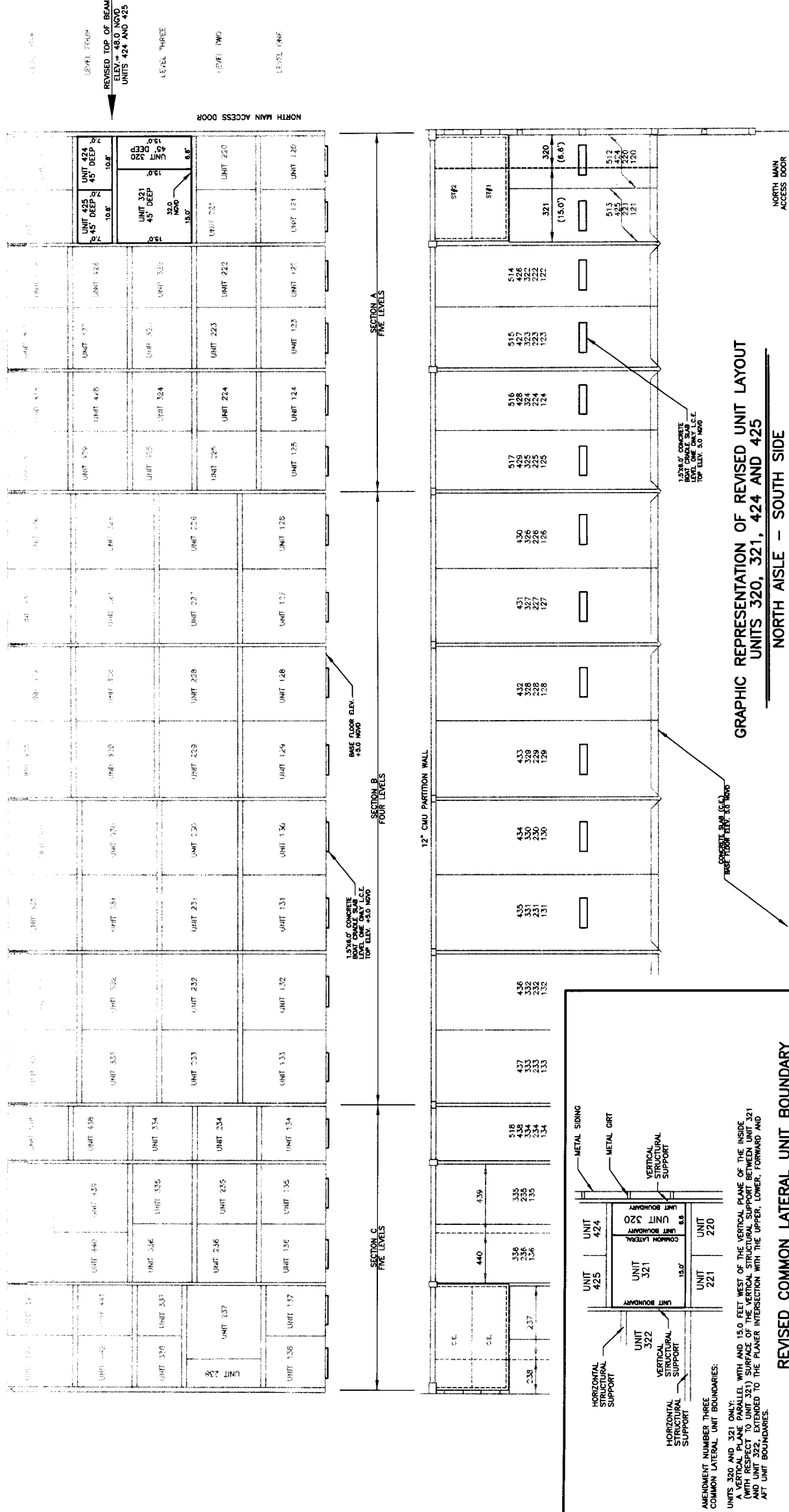


PRINCIPALS:  
WILLIAM E. BEAN, PSM, CHAIRMAN  
SCOTT C. WHITAKER, PSM, PRESIDENT  
JOSEPH L. LUTZ, PSM  
AHMAD R. KAREH, PE, MSCE, VICE PRESIDENT

CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS

ASSOCIATES:  
TRACY N. BEAN, AICP  
JAMES A. HESSLER, PSM  
JAMES R. COLEMAN, PSM  
RUDOLF A. NORMAN, PE

ANNEXED TO AND EXPRESSLY MADE A PART OF EXHIBIT "D" OF THE DECLARATION OF CONDOMINIUM FOR SANIBEL HARBOUR YACHT CLUB, A CONDOMINIUM LOCATED IN SECTION 9, TOWNSHIP 46 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA FILED FOR RECORD IN INSTRUMENT NUMBER 2006000142556 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA



AMENDMENT NUMBER THREE COMMON LATERAL UNIT BOUNDARIES:  
 UNITS 320 AND 321 ONLY:  
 A VERTICAL PLANE PARALLEL WITH AND 15.0 FEET WEST OF THE VERTICAL PLANE OF THE INSIDE SURFACE OF THE VERTICAL STRUCTURAL SUPPORT BETWEEN UNIT 321 AND UNIT 320, PARALLEL TO THE PLANNER INTERSECTION WITH THE UPPER, LOWER, FORWARD AND REAR UNIT BOUNDARIES.

REVISD COMMON LATERAL UNIT BOUNDARY UNIT 320 AND UNIT 321

GRAPHIC REPRESENTATION OF REVISED UNIT LAYOUT UNITS 320, 321, 424 AND 425 NORTH AISLE - SOUTH SIDE