

**AMENDED DEED RESTRICTIONS
OF
TROPICAL BAY SUBDIVISION, SECOND ADDITION**

WHEREAS, Tropical Bay Subdivision, Second Addition in Big Pine Key, Florida, is a duly recorded subdivision as recorded in plat Book 4, Page 102 of the Public Records of Monroe County, Florida; and

WHEREAS, Declaration of Restrictions for Tropical Bay Subdivision, Second Addition were recorded for Lots 1 through 10, Block 1 and Lots 1 through 8, Block 2 and a part of Tract C in volume 294, Pages 274 to 277 in the Public Records of Monroe County, Florida, in November, 1963; and

WHEREAS, said Declaration of Restrictions allow for the renewal or amendment of these Deed Restrictions after thirty years, and at ten year intervals thereafter on the condition that an instrument signed by persons then owning a majority of said lots agree to the change of said covenants and that said amendment is recorded in the Public Records of Monroe County, Florida; and

WHEREAS, the Deed Restrictions for Tropical Bay Subdivision, Second Addition, were recorded in 1963; and

WHEREAS, thirty years have passed on all the Declaration of Restrictions and it is the intent of the now owners of Tropical Bay Subdivision, Second Addition to amend the Declaration of Restrictions in accordance with requirements of these Restriction and the law.

NOW, THEREFORE in consideration of the mutual covenants and conditions contained herein and for other good and valuable consideration, the parties agree as follows:

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned property owners of Tropical Bay Subdivision, Second Addition, comprising a majority of the present owners within the subdivision do hereby declare and publish this Declaration of Restrictions on the following describe property, to wit:

Lots 1 to 10 inclusive in Block 1, and Lots 1 through 8 inclusive in Block 2, and a part of Tract C, Tropical Bay Subdivision, Second Addition, a subdivision of part of Government lot 6, Section 14, Township 68S, Range 29 East, Big Pine Key, according to the Plat thereof as recorded in Plat Book 5, Page 13 of the Public Records of Monroe County, Florida.

The undersigned hereby make the following Declarations as to limitations, restrictions, and uses to which the said land above described may be put. In imposing said Restrictions upon each and every lot, part, or parcel of said land, hereby specifying that said Declaration shall constitute covenants to run with the land, as provided by law, and shall be above described, or any part thereof, this Declaration being for the benefit of and in limitation upon all future owners of the land or lands as above described and being suitable for the purposes as herein specified.

USE RESTRICTIONS;

1. No building whatever except a private dwelling house with necessary out buildings including only garages, carports and porches and detached boat houses shall be erected, placed or permitted on the subject premises or any part thereof. Such dwelling house shall be used as a single family private residence only. Attached garages, carports and porches and detached boat houses may be erected on any of said lots at the time of or after the erection of a private single family residence, provided that no such accessory structure shall be occupied prior to the completion of said residence. The exterior of the permitted dwelling house and the necessary out buildings to be located on the premises shall be of

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cement block stucco (CBS) construction of new material (not wood frame masonry) and shall be completed within one year subsequent to the commencement of construction. Finish grading and canal bank stabilization shall be completed within eighteen months of construction commencement.

2. No trailers, mobile homes, travel motor homes, tents, shacks or any other structure of a temporary character shall be constructed or placed on any of the subject premises except during construction to be used only by the construction company and shall be removed within five days after the completion of construction. No trailer, mobil homes, travel motor homes, tents shacks or any other structure shall ever be used as a residence nor for temporary residential purposes, or stored for a period of more than two weeks in any part of the subdivision except as directed and with the approval of the board of Directors of the association.

3. All buildings erected on the lots above described shall be of concrete block and stucco construction of new materials and shall not be more than 17 1/2 feet in height from the top of the lower most tie (support) beam to the peak of the roof. Buildings shall be no more than one story from the lowest tie (support) beam. No flat roofs will be permitted on any of the residential buildings erected on any lot in this subdivision; however, attached garages, carports, and porches may have a flat roof. Minimum floor are, i.e., the area above the lower most tie (support) beam and exclusive of ground floor area closed within inside perimeter walls, excluding screening, for all residences erected on said lots shall be as follows:

- a. on lots having bay frontage a minimum of 1150 square feet;
- b. on lots having no bay frontage a minimum of 1000 square feet;

4. No building on any of said lots shall be erected nearer than 20 feet nor more than 30 feet from the front lot line (street line) nor within 7 1/2 feet of any side lot line. No boat house, wharf, pier, dock or other type of construction shall extend over the water of any canal. Slips may be constructed within the property lines. Boats and other vessels may not be docked or tied in any canal in the subdivision or hung on davits in such a manner that they will interfere with navigation in any canal.

5. All of said lots shall be kept clear of debris, brush, weeds, trash or rubbish with a minimum of one mowing every three months. There shall not be created or permitted to exist on any part of said property any dumping ground, accumulation of debris, exposed garbage or any foul smelling matter whatsoever. This specifically includes a prohibition against the storage of lobster traps, crab traps, nets, buoys and related fishing equipment. All household garbage, and necessary storage of unsightly articles shall be stored in sanitary containers located in appropriate areas concealed from public view. No animals, live stock, poultry or anything else which may draw insects or rodents may be raised, bred, or kept on any said lots except that ordinary household pets may be kept providing that the keeping thereof shall not constitute a nuisance in the subdivision.

6. No obnoxious, illegal or offensive activity shall be conducted on any part of the land situated in the subdivision, nor shall anything be done thereon, nor shall it be so maintained which would tend to annoy the community, or injure the health of the community, or become manifestly injurious to the morals or manners of the residents of the subdivision, such activity being hereby declared to be a nuisance and is prohibited.

7. All vehicles which are inoperative, and/or unlicensed are prohibited to be stored on any of the lands described herein except inside a closed garage or carport.

8. Each owner shall, at his sole cost and expense, maintain and repair his residence and all structures appurtenant thereto, landscaping, driveways and yards keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal

wear and tear.

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9. No building shall be erected, placed or altered on any building plot in the subdivision unless the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony with these Restrictions and with the existing structures in the subdivision, such approval to come from an Architectural Review Committee selected by the Board of Directors for the Association. In the event of a denial by the Architectural Review Committee the affected unit owner may appeal said decision within 30 days to the Board of Directors of the Association whose decision as to the conformity of the submitted plans with the Deed Restrictions shall be final.

10. Signs erected in the subdivision, for whatever purpose, shall not exceed 4 square feet in size.

11. Liveboards vessels shall not be allowed to be tied up within the subdivision.

12. The Monroe County Land Use Regulations, particularly those relating to Big Pine Key, along with the Department of Environmental Regulation relating to the construction of seawalls and docks, State Law, ordinances and regulations relating to construction methodology, permitting and all other federal, State and local regulations that may impact on construction within Tropical Bay Subdivision, Second Addition are hereby made a part of these Declaration of Restrictions along with any amendments thereto and are hereby incorporated within and made a part hereof and each property owner within the subdivision shall abide by them. Any violation of any local, State or Federal rule, regulation, ordinance or statute shall also be a violation of these Deed Restrictions and may be subject to the enforcement proceedings referenced herein.

MEMBERSHIP AND ASSOCIATION VOTING RIGHTS:

1. "The Association" shall refer to the Tropical Bay Property Owners Association, Inc., its successors and assigns.

2. Every owner of a lot shall be a member of the Association. Membership shall be appurtenance to and may not be separated from ownership of a lot. Each member shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect any one lot.

3. The declarant hereby covenant for each lot in the subdivision, and each owner of each lot is hereby deemed to covenant, whether or not it shall be so expressed in his deed, to pay to the Association (1) annual assessments; and (2) special assessments as herein defined. The annual and special assessments, together with interest, shall be a charge on the land for each lot against which such an assessment is made. Each such assessment, together with interest, costs and reasonable attorneys fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall pass to the successors in title of such person or person.

ANNUAL ASSESSMENTS;

The annual assessments levied by the Association (which shall not exceed \$50.00 per annum unless approved by a majority of the members) shall be used exclusively to promote the health, safety, welfare and recreation of the residents in the subdivision and for the improvement and maintenance of common areas, and of the subdivision and of the property and canals situated within the subdivision. Annual assessments shall include, and the Association shall acquire and pay for out of funds derived from the

annual assessments the following:

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- a. Maintenance and repair of the common areas, i.e., storage area, used by the membership.
- b. The mowing of vacant lots and vegetation management of canal banks as may be determined by the Association.
- c. Acquisition of furnishings and equipment necessary to carry out the purposes of the Association as may be determined by the Association.
- d. Liability insurance insuring the Association against any and all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of the activities and functions of the Association.
- e. Workmen's Compensation to comply with applicable law and any other insurance deemed necessary by the Board of Directors of the Association and approved by a majority vote of the membership.
- f. Any other materials, supplies, furniture, labors, services, maintenance, repairs, structural, alterations, insurance, taxes or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law or which shall be necessary or proper in the opinion of the Board of Directors or the Association for the operation of the common areas or for the benefit of the lot owners or for the enforcement of these restrictions.

SPECIAL ASSESSMENTS;

1. In addition to the annual assessment authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part the cost of construction, reconstruction, repair, replacement, capital improvements, or fixtures related to the common areas, canals and waterways or the subdivision as a whole or to undertake any activity for the benefit of the subdivision as a whole which is approved by a vote of no less than 51% of the lot owners at that time.
2. Written notice of any meeting called for the purpose of levying an annual or a special assessment shall be sent to all members not less than 15 and no more than 30 days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast, or in the case of a special assessment more than 51% of the votes cast, but less than the requisite amount of total ownership of the lots, members who are not present in person or by proxy may give their assent in writing within 30 days after the date of such meeting.

ANNUAL AND SPECIAL ASSESSMENTS

1. Both annual and special assessments must be fixed at a uniform rate for all lots.
2. Any assessment not paid within 90 days after the due date shall be deemed in default. The Association may bring an action at law against the owner personally obligated to pay the same. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the common areas, abandonment of his lot or the defense that he has received no benefits from the assessment so levied.
3. The assessment against any lot shall be subordinate to the lien of any mortgage recorded

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against the property. The sale or transfer of any lot shall not affect the validity of the assessment, except that a mortgage foreclosure may extinguish the assessment as to assessments which became due subsequent to the date of the issuance of the final judgment of foreclosure and prior to the subsequent transfer. No sale or transfer shall relive such lot from liability for any assessments thereafter becoming due. In the event an unpaid assessment is reduced to final judgment that judgment, plus interest at the highest rate allowed by law, along with a reasonable attorneys fee shall be recorded against the property and shall be a continuing charge against the property until paid. Nothing in this section shall limit the association from taking any action to enforce or foreclose a judgment levied against the property pursuant to law.

ENFORCEMENT;

1. The Association, or any owner of record in the subdivision, shall have the right to enforce, by any proceedings at law or equity, all restrictions, conditions, covenants, easements, reservations, assessments and charges now or hereafter imposed by the provision of this Declaration. Failure by the undersigned, or the Association, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.
2. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect the other provisions, which shall remain in full force and effect.
3. Covenants and restrictions of this Declaration may be amended in ten year intervals after the date of the recording of this amendment by recording an instrument executed and acknowledged by not less the 51% of each owner of record.
4. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or any member thereof from the date hereof forward and shall thereafter continue automatically in effect for an additional period of ten years unless otherwise amended. At the expiration of said ten year period without amendment these covenants shall be automatically extended for successive periods of ten years and shall continue in force and effect.
5. Enforcement of these restrictions shall be by suit in equity or at law which may be maintained by any owner or owners of land in said subdivision or by the Association in said subdivision. In the event said suit shall result in a judgment against the lot owner or owners required to pay to the party or party's plaintiff a reasonable attorneys fee for the attorney for the plaintiff or plaintiffs in such proceeding including appelland proceedings, together with any and all cost reasonably incurred by such plaintiff owners or Association in such suit.

IN WITNESS WHEREOF we have placed our hands and seals.

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STATE OF FLORIDA
COUNTY OF BROWARD

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Personally appeared before me, the undersigned authority MARIA ARRAZOLA being the owner(s) of a tract of land in part of Tract C of Tropical Bay, Second Addition more particularly described in that certain Warranty Deed recorded in Official Records Book 090, Page 2128, of the Public Records of Monroe County, Florida, who are personally known to me or who have provided NONE as identification, and after being duly sworn and cautioned, swear and affirm that they have read the foregoing Amended Restrictive Covenants for Tropical Bay, Second Addition, and they have affixed their signatures hereto hereby adopting, ratifying and agreeing to the Amendment of these Covenants.

WITNESS my hand and official seal in the County and State aforesaid this 27th day of APRIL, 1993.

Carolea Grenius
Witness

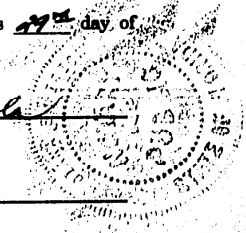
Don W. Jessup
Witness

Witness

Maria Arrazola
Owner

Owner

Owner



DIANA E. PIRICH
Diana E. Pirich
NOTARY PUBLIC
State of FLORIDA

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 14, 1993
BONDED THRU GENERAL INS. UND.

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STATE OF Florida
COUNTY OF Monroe

800755

OFF REC 1271 PAGE 0773

Personally appeared before me, the undersigned authority ~~PETER M~~ PENTAVILLE being the owner(s) of Block 2, Lot 8 of Tropical Bay, Second Addition, who are personally known to me or who have provided FL DL as identification, and after being duly sworn and cautioned, swear and affirm that they have read the foregoing Amended Restrictive Covenants for Tropical Bay, Second Addition, and they have affixed their signatures hereto hereby adopting, ratifying and agreeing to the Amendment of these Covenants.

WITNESS my hand and official seal in the County and State aforesaid this 16th day of April, 1998.

[Signature]
Witness

Mary B. Pentaville
Owner

[Signature]
Witness

Owner

Witness

Owner

Laurie Taylor
Notary Public
Laurie Taylor
#AA707192

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. OCT. 16, 1993
BONDED THRU GENERAL INS. UND.

STATE OF FLORIDA
COUNTY OF POLK

800755

OFF REC 1271 PAGE 0774

Personally appeared before me, the undersigned authority GLADYS KNAACK being the owner(s) of Block 1, Lot 4 of Tropical Bay, Second Addition, who are personally known to me or who have provided identification, and after being duly sworn and cautioned, swear and affirm that they have read the foregoing Amended Restrictive Covenants for Tropical Bay, Second Addition, and they have affixed their signatures hereto hereby adopting, ratifying and agreeing to the Amendment of these Covenants.

WITNESS my hand and official seal in the County and State aforesaid this 22 day of APRIL, 1993.

Jeffrey W. Stanlick
Witness JEFFREY W. STANLICK

Gladys Knaack
Owner

Honraime S. Cadwell
Witness HONRAIME S. CADWELL

Gladys Knaack
Owner

Witness

Owner

Notarization of the signature of Gladys Knaack only

This 22 day of April 1993

Notary Public
State of Florida
County of Polk

Jeffrey W. Stanlick
Jeffrey W. Stanlick

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STATE OF PA.
COUNTY OF LEHIGH

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Personally appeared before me, the undersigned authority JOHN L & L REMINGTON being the owner(s) of Block 1, Lots 9 & 10 of Tropical Bay, Second Addition, who are personally known to me or who have provided _____ as identification, and after being duly sworn and cautioned, swear and affirm that they have read the foregoing Amended Restrictive Covenants for Tropical Bay, Second Addition, and they have affixed their signatures hereto hereby adopting, ratifying and agreeing to the Amendment of these Covenants.

WITNESS my hand and official seal in the County and State aforesaid this 16 day of APRIL, 1993.

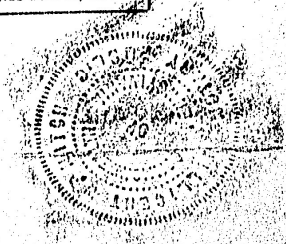
Harry Seidel
Witness
Millicent W. Mitch
Witness

John L & L Remington
Owner
L. Remington
Owner

Witness _____

Owner Millicent W. Mitch 4-16-93

NOTARIAL SEAL
MILlicent W. MITCH, NOTARY PUBLIC
ALLENTOWN, LEHIGH COUNTY
MY COMMISSION EXPIRES DEC. 13, 1994



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STATE OF Maryland
COUNTY OF Anne Arundel

800755

OFF REC 1271 PAGE 0776

Personally appeared before me, the undersigned authority WILLIAM H & I GATEAU being the owner(s) of Block 2, Lot 6 of Tropical Bay, Second Addition, who are personally known to me or who have provided _____ as identification, and after being duly sworn and cautioned, swear and affirm that they have read the foregoing Amended Restrictive Covenants for Tropical Bay, Second Addition, and they have affixed their signatures hereto hereby adopting, ratifying and agreeing to the Amendment of these Covenants.

WITNESS my hand and official seal in the County and State aforesaid this 23rd day of April, 1993.

Frances E. Benjin
Witness

William H. Gateau
Owner

Frances E. Benjin
Witness

William H. Gateau
Owner

Julia L. Waddington
Witness

Owner

Julia L. Waddington
Notary 7-31-96



STATE OF Florida
COUNTY OF Manatee

800755

REC 1271 PAGE 0777

Personally appeared before me, the undersigned authority HARRY A. THOMAS being the owner(s) of Block 1, Lot 7 of Tropical Bay, Second Addition, who are personally known to me or who have provided DL # 1530361537C as identification, and after being duly sworn and cautioned, swear and affirm that they have read the foregoing Amended Restrictive Covenants for Tropical Bay, Second Addition, and they have affixed their signatures hereto hereby adopting, ratifying and agreeing to the Amendment of these Covenants.

WITNESS my hand and official seal in the County and State aforesaid this 15th day of April, 1993.

Norma Daffron
Witness

Harry A. Thomas
Owner

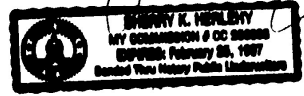
Henry K. Herlby
Witness

Owner

Witness

Owner

Henry K. Herlby



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STATE OF Florida
COUNTY OF Monroe

800755

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Personally appeared before me, the undersigned authority ROBERT J & M NORMAND being the owner(s) of Block 1, Lot 5 of Tropical Bay, Second Addition, who are personally known to me or who have provided _____ as identification, and after being duly sworn and cautioned, swear and affirm that they have read the foregoing Amended Restrictive Covenants for Tropical Bay, Second Addition, and they have affixed their signatures hereto hereby adopting, ratifying and agreeing to the Amendment of these Covenants.

WITNESS my hand and official seal in the County and State aforesaid this 21 day of April, 1993.

Dale J. Jax
Witness

[Signature]
Owner

[Signature]
Witness

Melanie Normand
Owner

Witness

Owner

Sworn to and subscribed before me this
21 day of April 1993



[Signature]

sz\forms\tropical
DENISE NALEPA

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR. 17, 1996
BONDED THRU GENERAL INS. UND. 1

Block 2 Lot 1

STATE OF Florida
COUNTY OF MUNDOE

800755

OFF REC 1271 PAGE 779

Personally appeared before me, the undersigned authority RONALD & JAC JOHNS being the owner(s) of Block 2, Lot 1 of Tropical Bay, Second Addition, who are personally known to me or who have provided Driv. Lic as identification, and after being duly sworn and cautioned, swear and affirm that they have read the foregoing Amended Restrictive Covenants for Tropical Bay, Second Addition, and they have affixed their signatures hereto hereby adopting, ratifying and agreeing to the Amendment of these Covenants.

WITNESS my hand and official seal in the County and State aforesaid this 4th day of May, 1993.

[Signature]
Witness

[Signature]
Owner

[Signature]
Witness

[Signature]
Owner

[Signature]
Witness

Owner

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR. 2, 1995
BONDED THRU GENERAL INS. LTD.



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Block 2 Lot 2

STATE OF Florida
COUNTY OF Monroe

800755

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Personally appeared before me, the undersigned authority J J & V OF THE KEYS being the owner(s) of Block 2, Lot 2 of Tropical Bay, Second Addition, who are personally known to me or who have provided Drivers Lic as identification, and after being duly sworn and cautioned, swear and affirm that they have read the foregoing Amended Restrictive Covenants for Tropical Bay, Second Addition, and they have affixed their signatures hereto hereby adopting, ratifying and agreeing to the Amendment of these Covenants.

WITNESS my hand and official seal in the County and State aforesaid this 4th day of May, 1993.

[Signature]
Witness

[Signature]
Owner

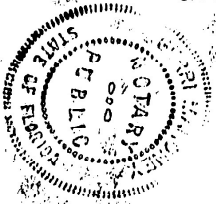
[Signature]
Witness

[Signature]
Owner

[Signature]
Witness

Owner

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR. 2, 1995
BONDED THRU GENERAL INS. UND.



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STATE OF FLORIDA
COUNTY OF MONROE

800755

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Personally appeared before me, the undersigned authority CAROLE R. FAIRCLOTH being the owner(s) of Block 1, Lot 3 of Tropical Bay, Second Addition, who are personally known to me or who have provided FL DEP 624-114-115 as identification, and after being duly sworn and cautioned, swear and affirm that they have read the foregoing Amended Restrictive Covenants for Tropical Bay, Second Addition, and they have affixed their signatures hereto hereby adopting, ratifying and agreeing to the Amendment of these Covenants.

WITNESS my hand and official seal in the County and State aforesaid this 26th day of April, 1993.

Olivia Muir
Witness

Carole R. Faircloth
Owner

Joe Lusciano
Witness

Owner

Witness

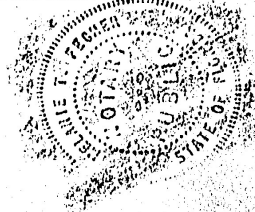
Owner

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42643
Melanie T. [Signature]

NOTARY Public
#00117452

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES Jan 26, 1995.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.



STATE OF Indiana
COUNTY OF Howard

800755

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Personally appeared before me, the undersigned authority LESTER A. MARKLE and NANCY S. MARKLE being the owner(s) of a tract of land in part of Tract C of Tropical Bay, Second Addition more particularly described in that certain Warranty Deed recorded in Official Records Book 616, Page 650, of the Public Records of Monroe County, Florida, who are personally known to me or who have provided Driver's License as identification, and after being duly sworn and cautioned, swear and affirm that they have read the foregoing Amended Restrictive Covenants for Tropical Bay, Second Addition, and they have affixed their signatures hereto hereby adopting, ratifying and agreeing to the Amendment of these Covenants.

WITNESS my hand and official seal in the County and State aforesaid this 13th day of May, 1993.

Grace L. Gullison, Notary
Witness

Lester A. Markle
Owner

Kathleen L. Campbell
Witness

Nancy S. Markle
Owner

Andy Gullison
Witness

Owner

STATE OF Illinois
COUNTY OF Scott

800755

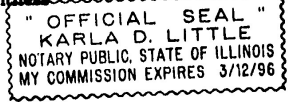
REC 1271 PAGE 783

Personally appeared before me, the undersigned authority **BONNIE O FREENEN and NEIMEYER FARM SERVICE, INC.** being the owner(s) of a tract of land in part of Tract C of Tropical Bay, Second Addition, more particularly described in that certain Warranty Deed recorded in Official Records Book 1176, Page 1818, of the Public Records of Monroe County, Florida, who are personally known to me or who have provided _____ as identification, and after being duly sworn and cautioned, swear and affirm that they have read the foregoing Amended Restrictive Covenants for Tropical Bay, Second Addition, and they have affixed their signatures hereto hereby adopting, ratifying and agreeing to the Amendment of these Covenants.

WITNESS my hand and official seal in the County and State aforesaid this 11th day of MAY, 1993.

Amie D. Blair
Witness
Karla D. Little

Witness
Karla D. Little



Bonnie O. Freesen
Owner Roy Freesen

Owner Neimeyer Farm Service Inc.
Neimeyer Farm Service Inc.
Owner Robert C. Neimeyer Pres.

STATE OF New York
COUNTY OF Suffolk

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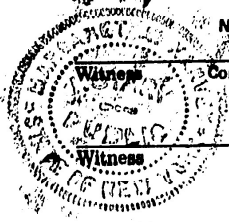
OFF REC 1271 PAGE 0784

Personally appeared before me, the undersigned authority ~~HARRY J. FISCHER~~ and HELEN ~~FISCHER~~ FISCHER, his wife being the owner(s) of a tract of land in part of Tract C of Tropical Bay, Second Addition more particularly described in that certain Warranty Deed recorded in Official Records Book 476, Page 662, of the Public Records of Monroe County, Florida, who are personally known to me or who have provided Driver's License identification, and after being duly sworn and cautioned, swear and affirm that they have read the foregoing Amended Restrictive Covenants for Tropical Bay, Second Addition, and they have affixed their signatures hereto hereby adopting, ratifying and agreeing to the Amendment of these Covenants.

WITNESS my hand and official seal in the County and State aforesaid this 26th day of May, 1993.

Margaret A. Harvey
Notary Public

HELEN A. FISCHER
Owner HELEN A. FISCHER



MARGARET A. HARVEY
Notary Public, State of New York
No. 4768288
Qualified in Suffolk County
Commission Expires April 30, 1994

Owner _____
Owner _____

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STATE OF FLORIDA
COUNTY OF MONROE

Personally appeared before me, the undersigned authority JOSEPH N. BECKMAN being the owner(s) of Block 2, Lot 4 of Tropical Bay, Second Addition, who are personally known to me or who have provided FL DRIVERS LICENSES as identification, and after being duly sworn and cautioned, swear and affirm that they have read the foregoing Amended Restrictive Covenants for Tropical Bay, Second Addition, and they have affixed their signatures hereto hereby adopting, ratifying and agreeing to the Amendment of these Covenants.

WITNESS my hand and official seal in the County and State aforesaid this 8th day of May, 1993.

Nancy J. Beckman
Witness

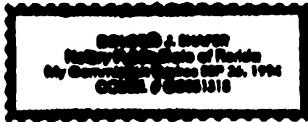
Joseph N. Beckman
Owner

Don W. Jessup
Witness

Owner

Witness

Owner



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Dolores J. Shafer

Dolores J. Shafer, Notary Public
My commission expires September 26, 1994.

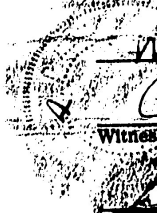
STATE OF N.J.
COUNTY OF Monmouth

800755

OFF REC 1271 PAGE 0786

Personally appeared before me, the undersigned authority GARY KOCH being the owner(s) of Block 2, Lot 5 of Tropical Bay, Second Addition, who are personally known to me or who have provided as identification, and after being duly sworn and cautioned, swear and affirm that they have read the foregoing Amended Restrictive Covenants for Tropical Bay, Second Addition, and they have affixed their signatures hereto hereby adopting, ratifying and agreeing to the Amendment of these Covenants.

WITNESS my hand and official seal in the County and State aforesaid this 8th day of MAY, 1993.



NANCIE J. CASEY
Witness NANCIE J. CASEY

[Signature]
Witness

[Signature]
Witness

[Signature]
Owner

Owner

Owner

Block 2 Lot 7

STATE OF Florida Illinois 800755 REF REC 1271 PAGE 0787
COUNTY OF Manatee Tarzwell

Personally appeared before me, the undersigned authority FREDIE VANSICKLE being the owner(s) of Block 2, Lot 7 of Tropical Bay, Second Addition, who are personally known to me or who have provided Driver's License as identification, and after being duly sworn and cautioned, swear and affirm that they have read the foregoing Amended Restrictive Covenants for Tropical Bay, Second Addition, and they have affixed their signatures hereto hereby adopting, ratifying and agreeing to the Amendment of these Covenants.

WITNESS my hand and official seal in the County and State aforesaid this 23RD day of April, 1993.

x Karen L. Cunefare
Witness

Fredie E. Vansickle
Owner

x Donna Z. Hurt
Witness

Lalita M. Vansickle
Owner

Karen L. Cunefare
Witness

Owner



800755

OFF REC 1271 PAGE 0788

Block 1 Lot 8

STATE OF Florida Illinois
COUNTY OF Manatee Tazewell

Personally appeared before me, the undersigned authority FREDIE E VANSICKLE being the owner(s) of Block 1, Lot 8 of Tropical Bay, Second Addition, who are personally known to me or who have provided Driver's License as identification, and after being duly sworn and cautioned, swear and affirm that they have read the foregoing Amended Restrictive Covenants for Tropical Bay, Second Addition, and they have affixed their signatures hereto hereby adopting, ratifying and agreeing to the Amendment of these Covenants.

WITNESS my hand and official seal in the County and State aforesaid this 23rd day of April, 1998.

x Karen L. Cuneffare
Witness

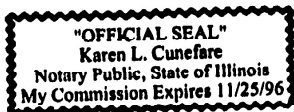
Fredie E. Vansickle
Owner

x Norma Z. Hart
Witness

Lalita M Vansickle
Owner

Karen L. Cuneffare
Witness

Owner



STATE OF _____

800755

OFF REC 1271 PAGE 0789

COUNTY OF _____

Personally appeared before me, the undersigned authority JEFFREY V & CA STOUT being the owner(s) of Block 1, Lot 1 of Tropical Bay, Second Addition, who are personally known to me or who have provided License as identification, and after being duly sworn and cautioned, swear and affirm that they have read the foregoing Amended Restrictive Covenants for Tropical Bay, Second Addition, and they have affixed their signatures hereto hereby adopting, ratifying and agreeing to the Amendment of these Covenants.

WITNESS my hand and official seal in the County and State aforesaid this 26th day of May, 1998.

Witness Judy Royalty

Owner Jeffrey Stout

Witness Judy Royalty

Owner Carolyn Stout

Witness _____

Owner _____



OFFICIAL SEAL
JUDY ROYALTY
My Commission Expires
Dec. 17, 1995
Comm. No. CC 168281

sf\forms\tropical

Recorded in Official Records Book
in Monroe County, Florida
Record Verified
DANNY L. KOLHAGE
Clerk Circuit Court