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Escambia County, Florida
INSTRUMENT 2001-861343

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THIS INSTRUMENT WAS PREPARED BY:
JAMES M. WEBER of BEGGS & LANE, A
REGISTERED LIMITED LIABILITY PARTNERSHIP,
ATTORNEYS AT LAW
700 BLOUNT BUILDING
PENSACOLA, FLORIDA 32501

AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
RUSSELL BAYOU AT INNERARITY ISLAND, PHASE 2

STATE OF FLORIDA

COUNTY OF ESCAMBIA

THIS AMENDMENT, is made effective as of the 5th day of July, 2001, by Russell Bayou Corporation, a Florida Corporation, for itself, its successors, grantees and assigns, hereinafter referred to as "Declarant", and joined into by Fayette Dennison, WITNESSETH:

WHEREAS, Declarant and Fayette Dennison are the owners of all of the real property in Escambia County, Florida, described in that certain Declaration of Covenants, Conditions and Restrictions for Russell Bayou at Innerarity Island, Phase 2, which is dated May 31, 2001, and recorded in Official Records Book 4719, at page 0501 and rerecorded in Official Records Book 4727, at page 0281, of the public records of Escambia County, Florida (herein the "Declaration"); and

WHEREAS, the undersigned now wish to amend, modify, clarify and enlarge certain of the terms, conditions and provisions of said Declaration;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that for valuable consideration, the undersigned hereby covenant and agree that the said Declaration is amended, modified, enlarged and clarified as follows:

(1) The legal description of the real property that is subject to the Declaration is hereby declared to be and to read as follows:

> Russell Bayou at Innerarity Island, Phase 2, a subdivision of a portion of Section 15, Township 3 South, Range 32 West, Innerarity Island, Escambia County, Florida, according to plat thereof recorded in Plat Book 17, at Pages 22 and 22A of the public records of said Escambia County, Florida, herein sometimes referred to as the "Subdivision", less and except "Parcel L" as reflected on the face of the plat of said subdivision.

(2) Parcel "L" as reflected on the face of the plat of Russell Bayou at Innerarity Island, Phase 2, as recorded in Plat Book 17, Pages 22 and 22A of the public records of Escambia County, Florida, is hereby excluded and deleted from in any way being subject to, covered by, or controlled by the Declaration.

(3) With respect to Section 9 of Article I of the Declaration, the "Common Area" is not intended to and does not include "Parcel L", which Parcel is private property owned by Declarant and which Parcel is reserved as a site for future development, which may include multi family residential dwellings.

(4) Russell Bayou Corporation, the present owner of "Parcel L" as reflected on face of the plat of Russell Bayou at Innerarity Island, Phase 2, and its successors and assigns, are hereby vested in perpetuity with all necessary and reasonable ingress, egress and access easements and rights on, over and across all of the private drives, streets, boulevards, road rights of ways, and cul-de-sacs reflected on the face of the plats of both Russell Bayou at Innerarity Island, Phase 1, as recorded in Plat Book 17, at pages 21 and 21A of the public records of Escambia County, Florida, and Russell Bayou at Innerarity Island, Phase 2 as recorded in Plat Book 17, pages 22 and 22A of the public records of Escambia County, Florida, and with all necessary and reasonable rights of use and enjoyment with respect to the Common Area owned by or to be owned by Russell Bayou Homeowner's Association, Inc., including, but not limited to, the pool and tennis courts, to and for the same extent, intent and purposes as it would have had pursuant to the terms of the Declaration.

(5) The following Article XI is hereby added to and incorporated as Article XI of and to the Declaration, to-wit:

ARTICLE XI

ADDITIONS OR DELETIONS OF PROPERTY

Section 1. General

(a) Additions to the Property. Additional property may be made subject to all the terms hereof and brought within the jurisdiction and control of the Association in the manner specified in this Article, provided such is done within 40 years from the date this Declaration is recorded. Such additional property may constitute additional Common Area or a portion of the properties out of which lots, building sites, or additional parcels may be formed. Notwithstanding the foregoing, however, under no circumstances shall Declarant be required to make such additions, and until such time as such additions are made to the Properties in the manner hereinafter set forth, no additional property owned by Declarant shall in any way be affected by or become subject to the Declaration. All additional property which, pursuant to this Article, is brought within the jurisdiction and control of the Association and made subject to the Declaration shall thereupon and thereafter be included within the term "Properties" as used in the Declaration. Notwithstanding anything contained in this Section, Declarant neither commits to, nor warrants or represents, that any such additional property will be made subject to and brought within the jurisdiction and control of the Association.

(b) Deletions from the Property. Only the Declarant may delete and withdraw a portion of the Properties from being subject to this Declaration. In the event of such a deletion, the owner of the deleted property, and the owner's successors and assigns shall automatically be vested in perpetuity with all necessary and reasonable ingress, egress, and access and use and enjoyment rights on, over and across the subdivision road right of ways and the Common Area, to the same extent and purpose as it had or would have had pursuant to the terms of this Declaration.

Section 2. Procedure for Making Additions to or Deletions from the Properties. Additions to or deletions from the Properties shall be made, and thereby become subject to this Declaration by, and only by, the following procedure:

(a) Declarant shall have the right from time to time, in its sole discretion and without need for consent or approval by the Association or any Owner to make additional property owned by Declarant subject to the scheme of this Declaration and to bring such property within the jurisdiction and control of the Association. In Declarant's sole discretion, portions of such additional property may be designated as Common Area.

(b) The addition of the additional property shall be accomplished by Declarant filing of record in the public records of Escambia County, Florida, a supplement to this Declaration stating that the additional property is subject to this Declaration. Such supplement need only be executed by Declarant. No joinder or consent of the Association or any Owner or the holder of any existing recorded mortgage shall be required. Such supplement may contain such additional provisions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the additional property or permitted uses thereof. In no event, however, shall such supplement revoke, modify, or add to the covenants and restrictions established by this Declaration as such effect the subdivision lots as reflected on the face of the Plat of Russell Bayou at Innerarity Island, Phase 2, as recorded in Plat Book 17 at pages 22 and 22A of the public records of Escambia County, Florida.

(c) No addition shall revoke or diminish the rights of the Owners of the Properties to the utilization of the Common Area as established hereunder, except to grant to the owners of the additional property being added to the Properties the right to use the Common Area according to the terms and conditions as established hereunder, and the right to vote and be assessed as hereinafter provided.

(d) Except as otherwise provided herein, Declarant and only Declarant may delete and withdraw a portion of the Properties from being subject to this Declaration by a supplement to this Declaration recorded in the public records which specifically and legally describes the portion of the Properties being withdrawn. Declarant must own the portion of the Properties being withdrawn. Such supplement need only be executed by Declarant and shall not require the joinder and consent of the Association, or any Owner or Member, or the holder of any existing recorded Mortgage.

(e) Nothing contained in this Article shall obligate Declarant to make additions to or deletions from the Properties.

Section 3. Voting Rights of Declarant as to Additional Property or Other Added Property. In addition to all other voting rights as herein provided, Declarant shall have voting rights as to the additional property, or other added property, which shall be the Class B voting rights as to the planned units for said additional property, or other added property, as provided by Article III, of this Declaration.

Section 4. Voting Rights of Owners Other Than Declarant as to Additions to the Properties. Any Parcels of land added to the Properties which are owned by Owners other than Declarant, or its assignees by separate written document, shall be entitled to voting rights in accordance with the same formula used to determine the voting rights granted to Class A Members by Article III of this Declaration.

Section 5. Assessment Obligations of Declarant as to Additions to the Properties. Declarant shall have no assessment obligations as to the additional property, or additional land, added to the Property until such additional property or portion thereof is actually added to the Properties in accordance with the provisions of this Article. At such time, Declarant shall have, as to such of the additional property as is added, the assessment obligations set forth in Article IV of this Declaration, unless such obligations are superseded by the applicable provisions of this Declaration.

Section 6. Assessment Obligations of Owners Other Than Declarant as to Additions to the Properties. Any Parcels, Units or Planned Units on Additional Property, added to the Properties which are owned by Owners other than Declarant, or its assignees by separate written document, shall be subject to assessments, both annual, special and otherwise, in accordance with the terms and provisions of Article IV hereof in the same manner as all other Owners other than Declarant.

(6) In all other respects, the said Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been executed effective as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Sign: James M Weber
Print: James M Weber

Sign: James S Campbell
Print: James S Campbell

RUSSELL BAYOU CORPORATION,
a Florida Corporation

By: Marshall O. Colley
Its President

CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of July, 2001, by Marshall O. Colley, President of Russell Bayou Corporation, a Florida corporation, on behalf of the corporation. He is personally known to me or produced a Florida drivers license as identification and did not take an oath.

James M Weber
Notary Public, State of FL at Large
Print Name: James M Weber
My Commission Expires: July 1, 2003

OFFICIAL NOTARY SEAL
JAMES M. WEBER
COMMISSION NUMBER
CC 837257
MY COMMISSION EXP:
JULY 1, 2003

J O I N D E R

Fayette Dennison, as owner of Lots 10, 11, 12 and 13, Block H, of said Russell Bayou at Innerarity Island, Phase 2, hereby joins in this Amendment to Declaration of Covenants, Conditions and Restrictions for Russell Bayou at Innerarity Island, Phase 2, for the purpose of subjecting the foregoing described property to said Amendment, and for no other purpose.

Dated this 5th day of July, 2001.

Signed, sealed and delivered in the presence of:

Sign: James M Weber
Print: James M Weber

Sign: Kimberlee C Johnson
Print: Kimberlee C. Johnson

Fayette Dennison
Fayette Dennison

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 10th day of July, 2001, by Fayette Dennison, who is personally known to me or who produced a Florida drivers license as identification, and who did not take an oath.

James M Weber
Notary Public, State of FL
At Large
Print Name: James M Weber
My Commission Expires: July 1, 2003

OFFICIAL NOTARY SEAL
JAMES M. WEBER
COMMISSION NUMBER
CC 837257
MY COMMISSION EXP:
JULY 1, 2003

RCD Jul 11, 2001 10:06 am
Escambia County, Florida

Ernie Lee Magaha
Clerk of the Circuit Court
INSTRUMENT 2001-861343

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