



Rcpt: 857461 Rec: 78.00
DS: 0.00 IT: 0.00
02/22/05 Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK
02/22/05 09:39am 1 of 9
OR BK 6238 PG 1328

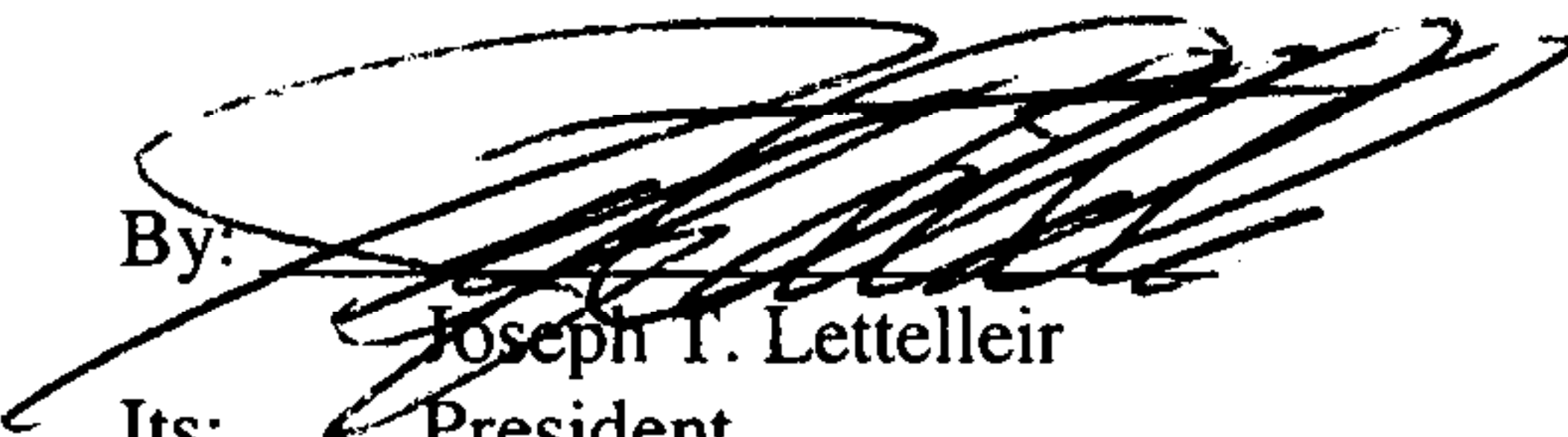
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Prepared by and Return to:
Roger A. Larson, Esquire
Johnson, Pope, Bokor, Ruppel
& Burns, LLP
911 Chestnut Street
Clearwater, Florida 33756

CERTIFICATE OF AMENDMENT

The undersigned Joseph T. Lettelleir, as President of PARADISE PINES RV PARK CONDOMINIUM ASSOCIATION, INC., ("Association") does hereby certify that the attached Amendment was approved by 100% of the Unit Owners and duly adopted at a properly called meeting of the Board of Directors and Membership of the Association and the First Amendment shall be effective upon recordation among the Public Records of Pasco County, Florida.

PARADISE PINES RV PARK
CONDOMINIUM ASSOCIATION, INC.

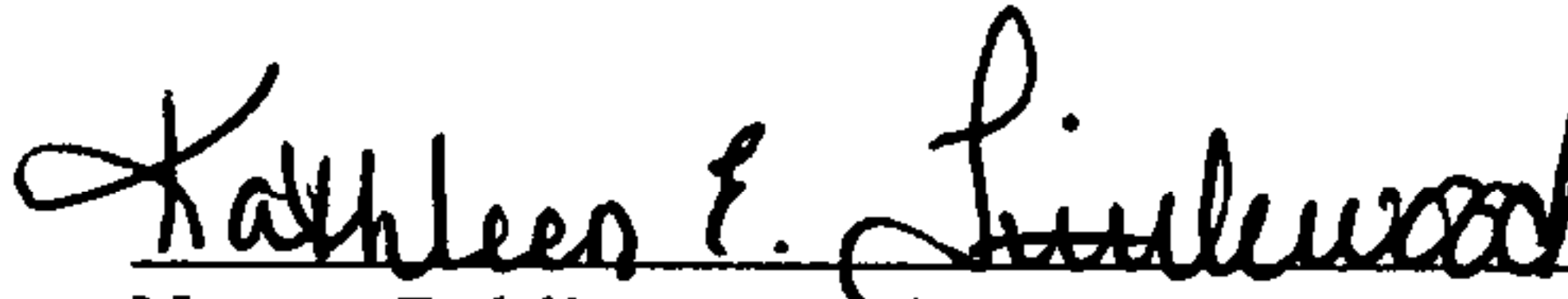
By: 
Joseph T. Lettelleir
Its: President

Attest:

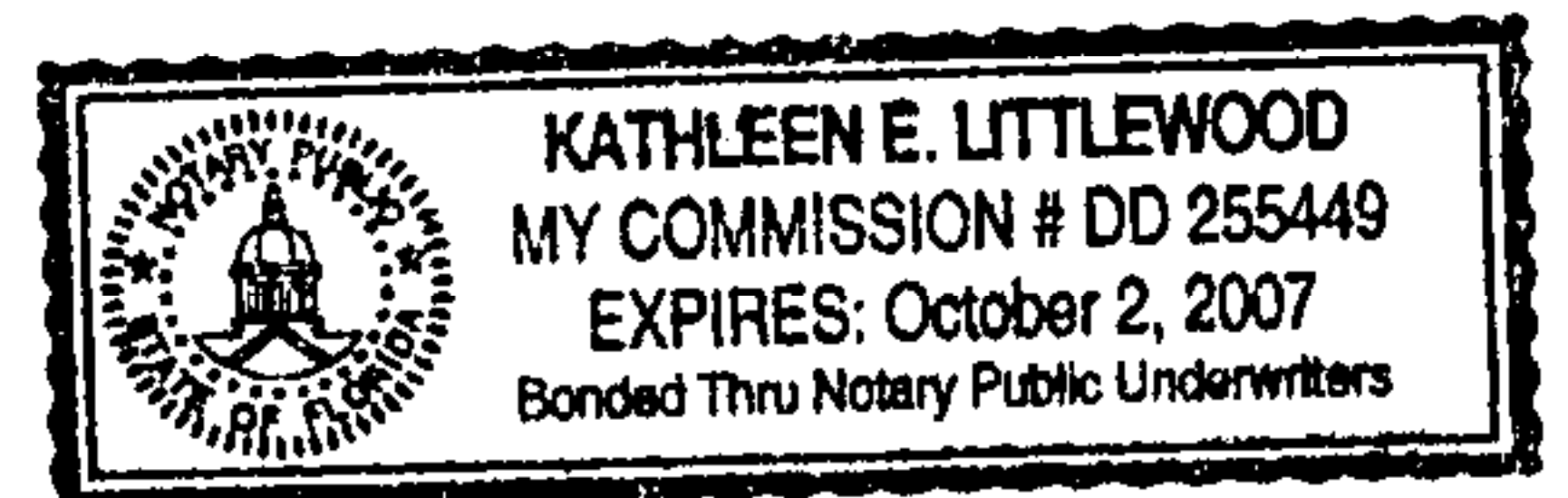
By: 
Kim Clyde, Secretary

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 28th day of December, 2004, by Joseph T. Lettelleir, President of Paradise Pines RV Park Condominium Association, Inc. He/she is personally known to me or [] has produced the following as identification:


Notary Public
Print Name: Kathleen E. Littlewood

My commission expires:

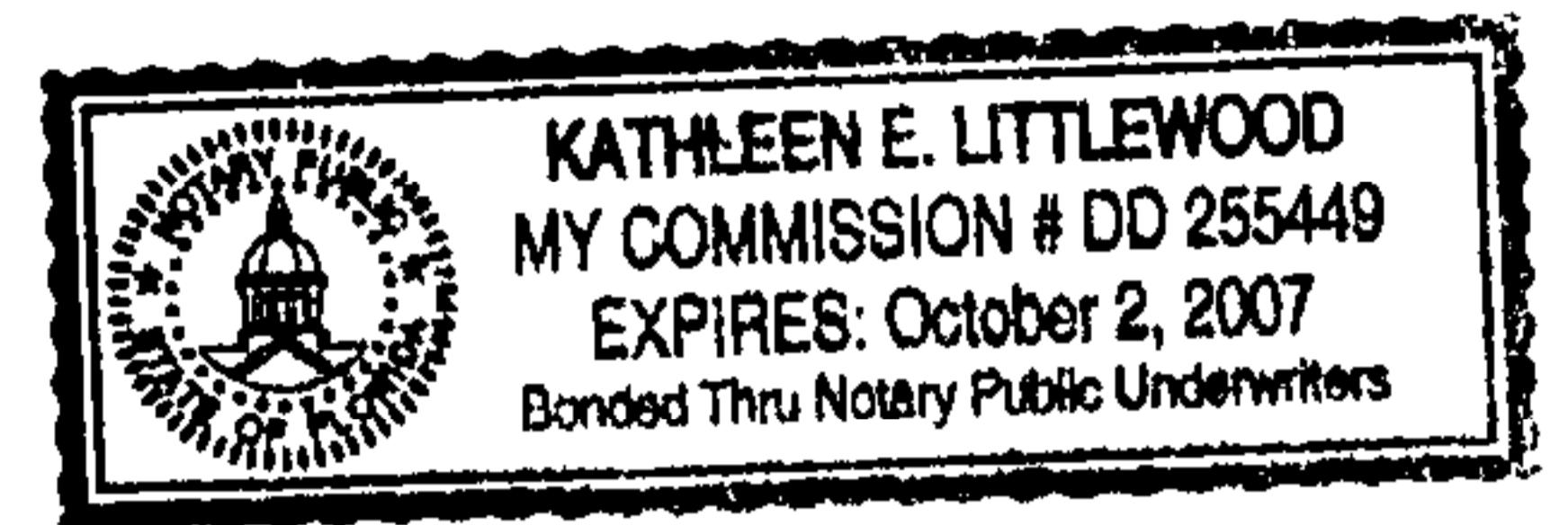


STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 28th day of December, 2004, by Kim Clyde, Secretary of Paradise Pines RV Condominium Association, Inc. He/she [] is personally known to me or [] has produced the following as identification: _____

Kathleen E. Littlewood
Notary Public
Print Name: Kathleen E. Littlewood

My commission expires:



Prepared by and Return to
Roger A. Larson, Esquire
Johnson, Pope, Bokor, Ruppel
& Burns, LLP
911 Chestnut Street
Clearwater, FL 33756

OR BK **6238** PG **1330**
3 of 9

FIRST AMENDMENT TO DECLARATION OF
CONDOMINIUM OF PARADISE PINES RV PARK, A CONDOMINIUM

This First Amendment to the Declaration of Condominium of Paradise Pines RV Park, a Condominium made as of the 17 day of December 2005 ("First Amendment") made by PARADISE LAKES, INC., a Florida corporation having a mailing address of 2001 Brinson Road, Lutz, Florida 33558 ("Developer") for and on behalf of the Developer, its successors, assigns and grantees and approved by Paradise Pines RV Park Condominium Association, Inc., ("Association") and all of its members.

WITNESSETH:

WHEREAS, the Developer recorded the Declaration of Condominium of Paradise Pines RV Park, a Condominium on October 29, 2004 in Official Record Book 6088, Page 1760 of the Public Records of Pasco County, Florida ("Declaration"); and

WHEREAS, the Developer is the owner of One Hundred Percent (100%) of the units in the condominium constituting all of the members of the Association and has, both as Developer and the owner of 100% of the units, executed and approved this First Amendment pursuant to meeting of the unit owners as provided in Section XVI of the Declaration; and,

WHEREAS, the Association has called and held a meeting of its Board of Directors and members at which meeting this First Amendment was unanimously approved.

NOW THEREFORE, the Declaration is hereby amended as follows:

1. Paragraph 2.9 is amended by adding paragraph (i) as follows:

(i) costs and expenses of the operation, maintenance and repair of the Easement for Ingress, Egress, Access and Use per Exhibit "G" attached hereto.

2. Paragraph 3.7 is added to the Declaration as follows:

3.7 Exhibit "G"- Easement for Ingress, Egress, Access and Use.

3. Paragraph 4.9 is added to the Declaration as follows:

4.9 Easement for Ingress, Egress, Access and Use. The Developer has granted to the Association and its members, as an appurtenance to the member's unit an Easement for Ingress, Egress, Access and Use as set forth in Exhibit "G".

4. Exhibit "G" is hereby attached and made part of the Declaration.

IN WITNESS WHEREOF, the Developer has executed this First Amendment this 17 day of December, 2005.

Witnesses:

Kim J. Clyde
Print Name: Kim J. Clyde
Kathleen E. Littlewood
Print Name: Kathleen E. Littlewood

PARADISE LAKES, INC., a Florida corporation

By: [Signature]
Joseph T. Lettelleir, President
(Developer and Owner of 100% of the Units)

PARADISE PINES RV PARK CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation

Kim J. Clyde
Print Name: Kim J. Clyde
Kathleen E. Littlewood
Print Name: Kathleen E. Littlewood

By: [Signature]
Joseph T. Lettelleir, President
(Association)

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this ^{17th}~~28th~~ day of December, 2004, by Joseph T. Lettelleir, President of Paradise Lakes, Inc., a Florida corporation, on behalf of the corporation. He/she [] is personally known to me or [] has produced the following as identification:

Kathleen E. Littlewood
Notary Public
Print Name: Kathleen E. Littlewood

My commission expires:



STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this ^{17th}~~28th~~ day of December, 2004, by Joseph T. Lettelleir, President of Paradise Pines RV Park Condominium Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He/she [] is personally known to me or [] has produced the following as identification:

Kathleen E. Littlewood
Notary Public
Print Name: Kathleen E. Littlewood

My commission expires:



44⁰²
Stamp
1470



Rept: 854194 Rec: 44.00
DS: 0.70 If: 0.00
02/09/05 Dpty Clerk

Prepared by and Return to:
Roger A. Larson, Esquire
Johnson, Pope, Bokor,
Ruppel & Burns, LLP
911 Chestnut Street
Clearwater, Florida 33756



EXHIBIT "G"

JED PITTMAN, PASCO COUNTY CLERK
02/09/05 03:49pm 1 of 5
OR BK 6224 PG 691

GRANT OF EASEMENT
FOR
INGRESS, EGRESS, ACCESS AND USE

This Grant of Easement for Ingress, Egress, Access and Use ("Easement") made by PARADISE LAKES, INC., a Florida corporation, whose address is 2001 Brinson Road, Lutz, Florida 33558 ("Grantor"), and PARADISE PINES RV PARK CONDOMINIUM ASSOCIATION, INC., a Florida not for profit corporation, whose address is 937 Leonard Road, Lutz, Florida 33549 ("Grantee").

RECITALS:

- A. Grantor is the owner of certain real property set forth and described on Exhibit "A" attached hereto ("Easement Lands").
- B. Grantee is the corporation that has been created to operate and manage the Condominium Property as described in the Declaration of Condominium of Paradise Pines RV Park, a condominium recorded October 29, 2004 in Official Record Book 6088, page 1760 of the Public Records of Pasco County, Florida ("Declaration") for the benefit of the Unit Owners as described in the Declaration ("Unit Owners") and their respective units ("Units") said Condominium Property and Units collectively referred to as the "Grantee Lands".
- C. Located within the Easement Lands are laundry facilities, restrooms, and showers ("Facilities").
- D. It is the intention by virtue of this Easement that the Grantor declare, grant and convey unto the Grantee and Unit Owners, the Grantee and Unit Owners successors and assigns, and as an appurtenance to the Grantee Lands a non- exclusive easement, in common with the Grantor, and in perpetuity for ingress and egress, over and across the Easement Lands to use the Facilities.

NOW THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter expressed and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

- 1. Recitals. The recitals set forth above are true, accurate and correct and are incorporated herein by reference.
- 2. Grant of Easement to Grantee. The Grantor does hereby declare, grant and convey unto the Grantee and Unit Owners, the Grantee and Unit Owners successors and assigns, and as an appurtenance to the Grantee Lands a non- exclusive easement, in common with the Grantor, and in perpetuity for ingress and egress, over and across the Easement Lands to use the Facilities.
- 3. Maintenance, Repair and Replacement. The Grantee and Unit Owners shall be obligated for the costs of maintenance, repair and replacement of the Facilities. In the event the Grantor, or the Grantor's invitees or customers should damage or destroy any of the Facilities located on the Easement Lands then the Grantor shall be responsible for such repair. In the event of any one of the parties shall fail or refuse to so maintain, repair, or replace

and pay same, the other party shall have the right, but not the obligation, to pay the non-paying parties obligation and in such event shall have a right to place a recorded lien on the non-paying parties real property, being the Grantor Lands or the Grantee Lands, as the case may be. in the same manner and fashion as is permitted by Chapter 713 Florida Statutes and to foreclose such lien in the same manner as a mortgage. The prevailing party shall be entitled to costs plus a reasonable attorney's fee incurred at trial and appellate levels and through any administrative hearing or process including any proceeding in bankruptcy. The obligation of the non-paying party shall run with the land of the non-paying party and shall bind successors in title to the non-paying parties.

4. Binding Agreement. This Agreement is binding on the parties hereto, their successors and assigns and constitutes the full and complete understanding existing between the parties and the same shall not be altered, amended or otherwise changed except by the express written agreement of the parties.

5. Choice of Law. This Agreement shall be construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on this 17 day of December, 2004.

Witnesses:

Kim J. Clyde
Print Name: Kim J. Clyde
Lianne Solomon
Print Name: Lianne Solomon

PARADISE LAKES, INC., a Florida corporation

By: [Signature]
Print Name: Joseph T. Lettelleir
Title: President

"Grantor" and "Owner"

Signed, sealed and delivered in the presence of:

PARADISE PINES RV PARK
CONDOMINIUM ASSOCIATION, INC.
a Florida not for profit corporation

Kathleen E. Littlewood
Print name: Kathleen E. Littlewood
Lianne Solomon
Print name: Lianne Solomon

Joseph T. Lettelleir
Joseph T. Lettelleir
President

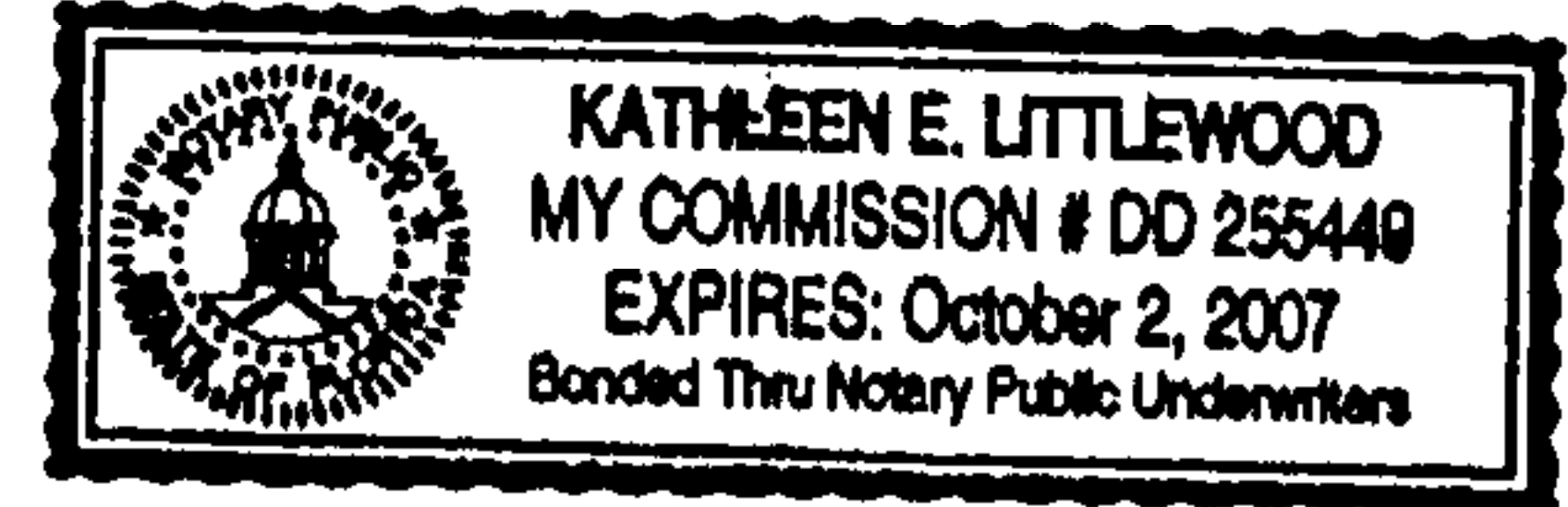
"Grantee"

STATE OF FLORIDA
COUNTY OF Piellas

The foregoing instrument was acknowledged before me this 17th day of Dec., 2004, by Joseph T. Lettelleir, as President of Paradise Lakes, Inc., a Florida corporation, on behalf o the corporation. He/she is personally known to me or [] has produced the following as identification:

Kathleen E. Littlewood
Notary Public
Print Name: Kathleen E. Littlewood

My commission expires:



STATE OF FLORIDA
COUNTY OF Piellas

The foregoing instrument was acknowledged before me this 17th day of Dec., 2004, by Joseph T. Lettelleir, as President of Paradise Pines RV Park Condominium Association, Inc., a Florida not for profit corporation, on behalf o the corporation. He/she is personally known to me or [] has produced the following as identification:

Kathleen E. Littlewood
Notary Public
Print Name: Kathleen E. Littlewood

My commission expires:

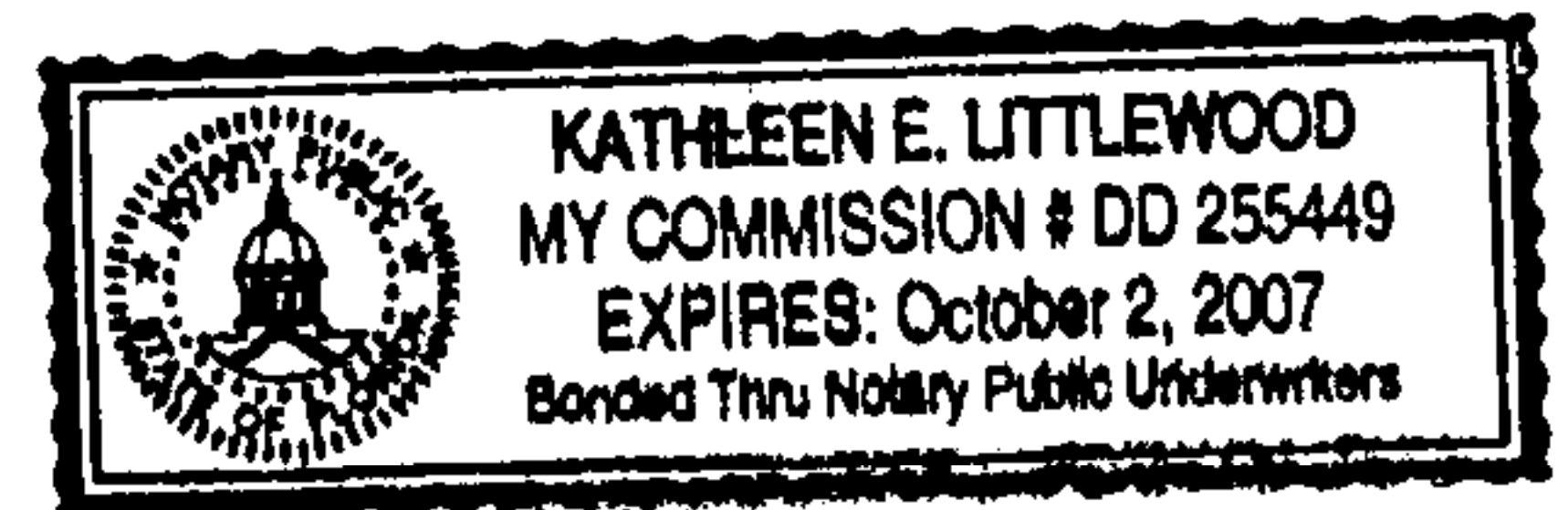


EXHIBIT "A"

OR BK 6224 PG 694
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A portion of land lying in the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 35, Township 26 South, Range 18 East, Pasco County, Florida. Being further described as follows:

Commence at the Northwest corner of Section 35, Township 26 South, Range 18 East, Pasco County, Florida; Thence N90°00'00"E 1316.10 feet on the North boundary of the Northwest $\frac{1}{4}$ of said Section 35 to the Northwest corner of the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of said Section 35; thence S00°11'08"E 60.00 feet to the South right of way line of Leonard Road; thence N90°00'00"E 377.77 feet along the South right of way line of Leonard Road; Thence S00°00'00"E 60.21 feet to the beginning of a tangent curve concave to the West having a radius of 40.00 feet a central angle of 38°17'44" thence along the arc of said curve 26.74 feet to the point of tangency; Thence S38°17'44"W 5.82 feet; Thence S51°42'16"E 5.00 feet; Thence S38°17'44"W 21.83 feet; Thence S51°42'16"E 15.00 feet to the POINT OF BEGINNING; Thence N38°17'44"E 46.41 feet to the beginning of a tangent curve concave South having a radius of 5.00 feet a central angle of 90°00'00" thence along the arc of said curve 7.85 feet to the point of tangency; Thence S51°42'16"E 44.93 feet to the beginning of a tangent curve concave to the Southwest having a radius of 53.48 feet a central angle of 28°52'34" thence along the arc of said curve 26.95 feet; thence departing said curve, S38°17'44"W 84.31 feet; Thence N51°42'16"W 55.01 feet; Thence N07°36'09"W 22.53 feet to the beginning of a tangent curve concave to the Southeast having a radius of 15.00 feet said curve having a central angle of 45°53'52" thence along the arc of said curve 12.02 feet to a point of tangency; thence N38°17'44"E 13.09 feet to the POINT OF BEGINNING.

OR BK 6238 PG 1335
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CONSENT, JOINDER AND SUBORDINATION OF MORTGAGEE

First Kensington Bank is the owner and holder of a mortgage on some of the real property set forth in this Easement and does hereby consent to said Easement and joins in the declaration and grant of the Easement solely for the purpose of subordinating its lien interest in the real property to the Easement such that for all purposes the Easement shall be superior to the lien of First Kensington Bank. on the real property its lien encumbers.


In witness whereof Feb has set its hand and seal this 3rd day of 2005, 2004. 2005

FIRST KENSINGTON BANK

By: [Signature]
Print: MICHAEL R. REMETZ
Title: SENIOR VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 3 day of Feb, 2005, by Michael Remetz as SR Vice President of First Kensington Bank, on behalf of the Bank. He/she is personally known to me or has produced the following as identification:

 Kimberly Lewis
My Commission DD240844
Expires November 29, 2007

[Signature]
Notary Public
Print Name: Kimberly Lewis
My commission expires: