

AMENDMENT TO CONDOMINIUM DECLARATION OF MARSH LANDING TOWNHOUSE CONDOMINIUM

This Amendment to the Condominium Declaration of Marsh Landing Townhouse Condominium, as recorded in O.R. Book 2786, Page 1493 thru 1560, Public Records of Lee County, Florida; that certain Amendment to Condominium Declaration recorded in O.R. Book 2789, Pages 3005 thru 3011, Public Records of Lee County, Florida; that certain Amendment to Condominium Declaration recorded in O.R. Book 2804, Pages 3246 thru 3250, Public Records of Lee County, Florida; that certain Amendment to Condominium Declaration recorded in O.R. Book 2804, Pages 3255 thru 3263, Public Records of Lee County, Florida; that certain Amendment to Condominium Declaration recorded in O.R. Book 2804, Pages 3272 thru 3296, Public Records of Lee County, Florida; and that certain Amendment to Condominium Declaration recorded in O.R. Book 2861, Pages 1940 thru 1948, Public Records of Lee County, Florida, is made by the undersigned Developer.

NOW, THEREFORE, the undersigned hereby amends the Condominium Declaration as follows:

1. Phase 12 of the Condominium now being completed on the properties described on attached Exhibit "A-12", is hereby submitted to the condominium form of ownership thereby making such Phase a part of Marsh Landing Townhouse Condominium.

2. The share of the common elements, common expenses and common surplus attributable to each unit upon the addition of Phase 12 is a fraction, the numerator of which is one and the denominator of which is 32.

3. The survey and plot plan and the surveyor's certification are attached hereto as composite Exhibit "B-12", which together describes the Phase being hereby submitted. The units are designed thereon by building number (phase) and unit number.

4. In all other respects, the Condominium Declaration, as previously amended, remains in full force and effect and unchanged.

IN WITNESS WHEREOF, the undersigned Developer has caused this Amendment to Condominium Declaration of Marsh Landing Townhouse Condominium to be executed by its duly authorized officer this 15<sup>th</sup> day of October, 1997.

WITNESS:

DEVELOPER: ROTTLUND HOMES OF FLORIDA, INC., a Minnesota corporation

Karen M. Yates  
Carol S. Walker

By J.L.L. Miller  
Its Vice President

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of October, 1997, by J. Wes McMillin, Vice President of Rottlund Homes of Florida, Inc., a Minnesota corporation, on behalf of the corporation. He is personally known to me or has produced

RECORD VERIFIED CHARLIE GREEN, CLERK  
R. VERA

51 92

**LEGAL DESCRIPTION  
MARSH LANDING TOWNHOUSE CONDOMINIUM  
PHASE 12**

A portion of Tract C, "MARSH LANDING" as recorded in Plat Book 58 at Page 42 of the Public Records of Lee County, Florida, being more particularly described as follows:

COMMENCE at the Northeast Corner of said Tract C; thence  $S24^{\circ}22'06''W$  a distance of 271.81 feet to the POINT OF BEGINNING; thence  $S65^{\circ}47'53''E$  a distance of 70.18 feet; thence  $S03^{\circ}10'48''E$  a distance of 89.15 feet; thence  $S86^{\circ}49'12''W$  a distance of 102.88 feet; thence  $N06^{\circ}42'32''W$  a distance of 55.81 feet to a point of curvature of a circular curve concave to the Southeast; thence Northeasterly along the arc of said curve having for its elements a radius of 38.00 feet, a central angle of  $45^{\circ}38'00''$ , an arc distance of 30.27 feet, a chord distance of 29.47 feet and a chord bearing of  $N16^{\circ}06'28''E$  to a point of tangency; thence  $N38^{\circ}55'28''E$  a distance of 51.09 feet to the POINT OF BEGINNING.

Containing 10,712.807 square feet, more or less.

OR2880 PG1330

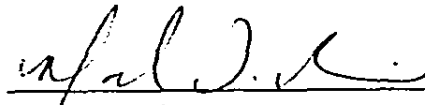
**MARSH LANDING TOWNHOUSE CONDOMINIUM**

**SURVEY CERTIFICATION**

**PHASE 12**

We hereby certify pursuant to Section 718.104(4)(e)F.S. as amended that the construction of the improvements shown on the attached exhibits is substantially complete; so that such material together with the provisions of the Declaration of Condominium of Marsh Landing Townhouse Condominium describing the condominium property is an accurate representation of the locations and dimensions of the improvements and that the identification, location and dimensions of the common elements and of each home can be determined from these materials.

**POST, BUCKLEY SCHUH & JERNIGAN, INC.**

 10/15/17

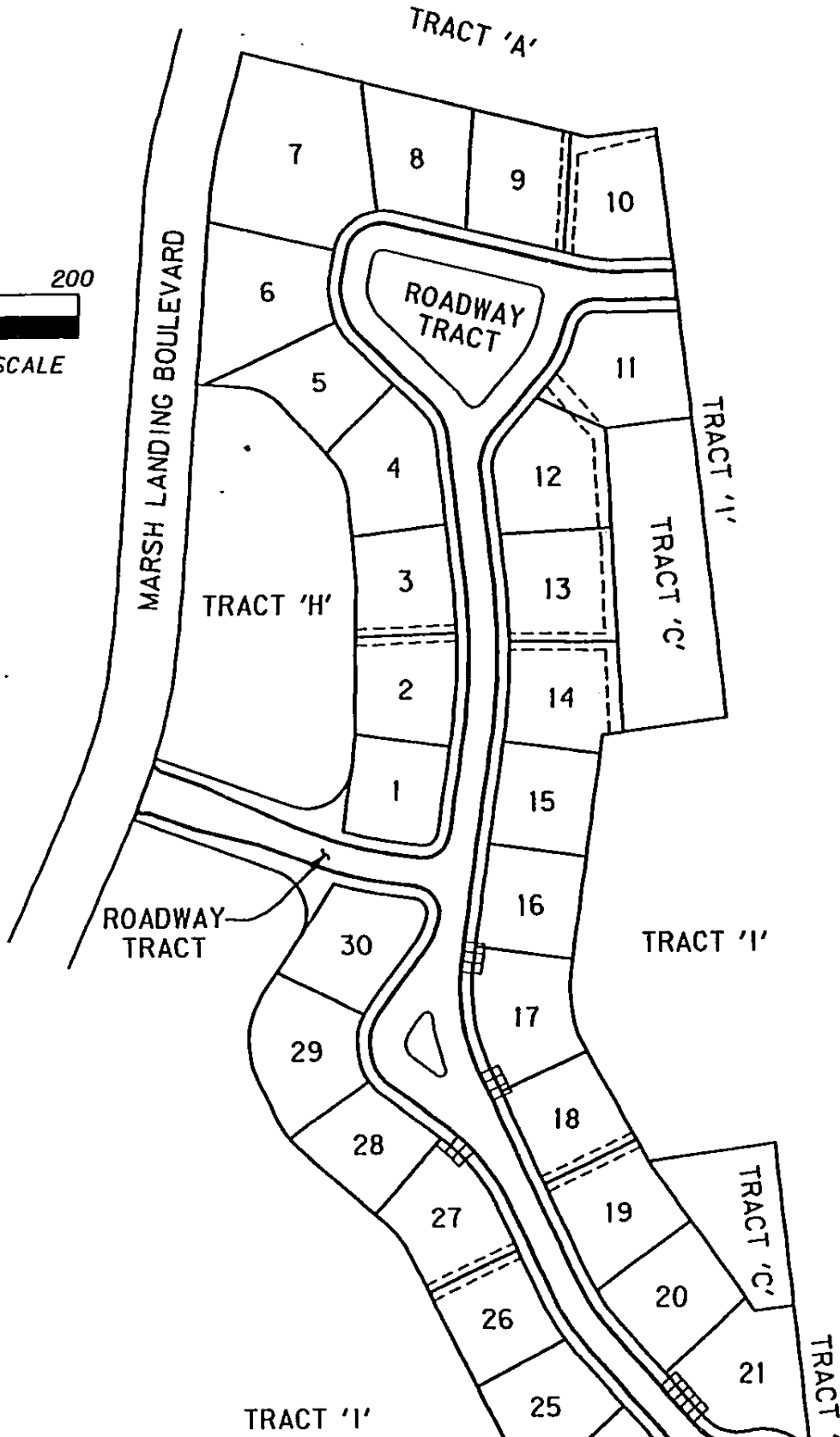
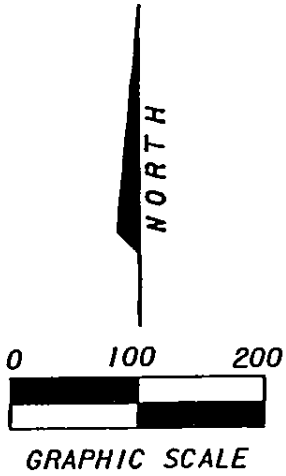
Mark D. Haines  
Professional Surveyor and Mapper No.LS5312  
State of Florida

OR2880 PG1331

# MARSH LANDING TOWNHOUSE CONDOMINIUM

NOVEMBER 1996

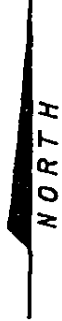
DR2880 PG1332



# MARSH LANDING TOWNHOUSE CONDOMINIUM

NOVEMBER 1996

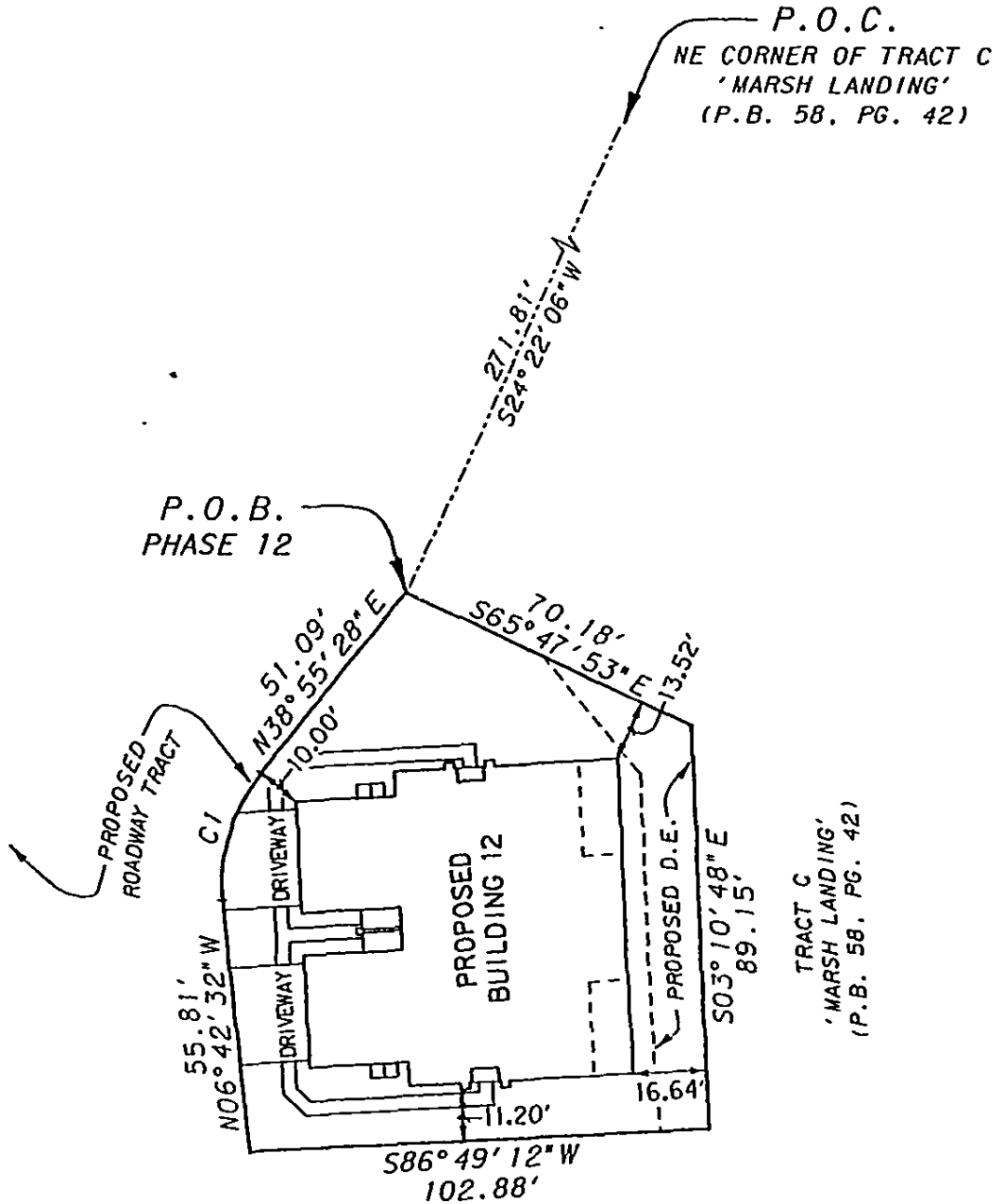
OR2880 Pg 1333



0 20 40



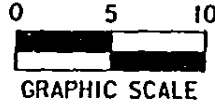
GRAPHIC SCALE



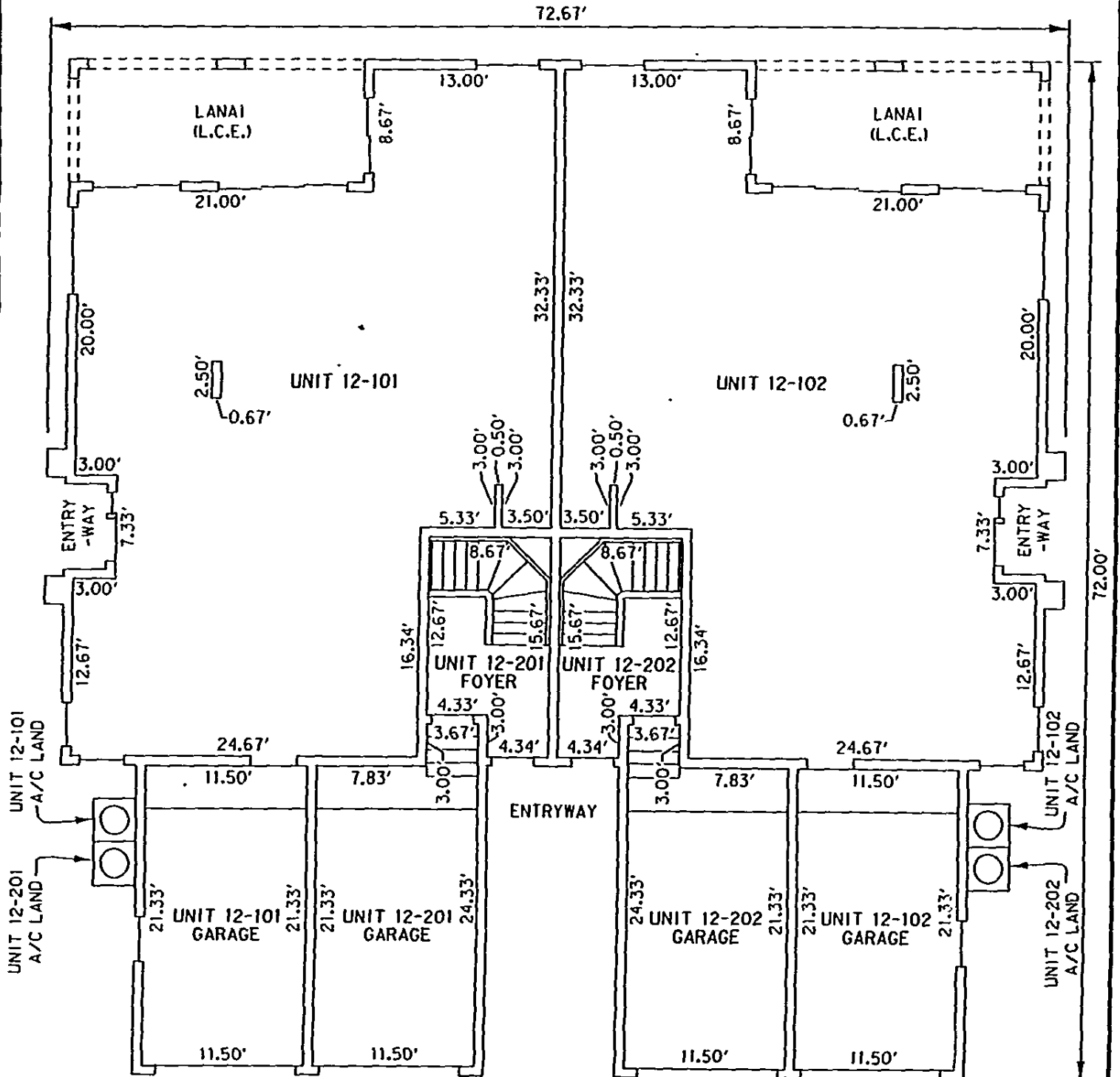
CURVE TABLE

# MARSH LANDING TOWNHOUSE CONDOMINIUM

NOVEMBER 1996



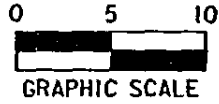
OR2880 Pg 1334



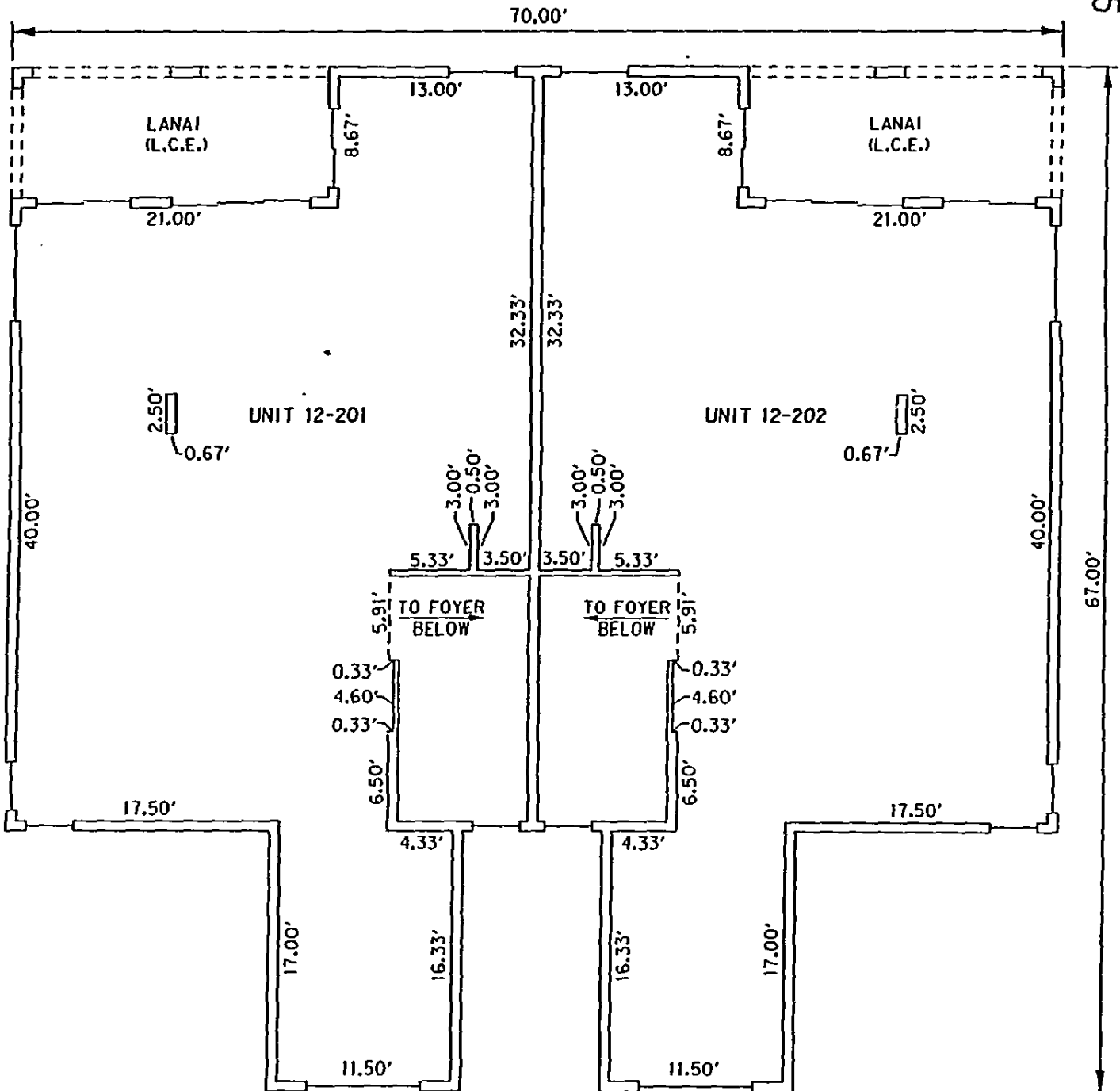
BUILDING 12  
FIRST FLOOR

# MARSH LANDING TOWNHOUSE CONDOMINIUM

NOVEMBER 1996



OR2880 P61335



## MARSH LANDING TOWNHOUSE

### SURVEY NOTES

OR2880 PG1336

#### 1. DESCRIPTION OF UNITS

Each Unit shall consist of that part of the building containing such Unit which lies within the boundaries of the Unit, which boundaries are as follows:

##### A. Upper Boundaries

1. The upper boundary of first-floor Units shall be horizontal plane of the lowest surface of the unfinished ceiling slab of the Unit and the horizontal plane of the unfinished horizontal plane of the lowest surface of the unfinished lanai ceiling slab extended to an intersection with the perimetrical boundaries.
2. The upper boundary of the second story Units shall be the sloped and horizontal planes of the unfinished ceiling extended to an intersection with each other and with the perimetrical boundaries.
3. The upper boundary of the portion of the Units comprising the lanai shall be the plane of the lowest surface of the unfinished lanai ceiling.

##### B. Lower Boundaries

The lower boundary of all Units shall be horizontal plane of the unfinished floor slab of that Unit and the horizontal plane of the unfinished lanai slab extended to an intersection with the perimetrical boundaries.

##### C. Perimetrical Boundaries

The perimetrical boundaries of a Unit shall be the following boundaries extended to an intersection with upper and lower boundaries:

##### 1. EXTERIOR BUILDING WALLS:

The intersecting vertical plane(s) of the innermost unfinished surfaces of the exterior wall of the building bounding such Unit and as to the lanai which is part of a Unit, such boundaries shall be the intersecting vertical planes which include all of such structures.

##### 2. INTERIOR BUILDING WALLS:

The vertical planes of the innermost unfinished surface of the party walls dividing such Units extended to intersections with other perimetrical boundaries.

##### D. Apertures

Where there are apertures in any boundary, including, but not limited to, windows



shall be included in the boundaries of the Unit.

E. Air Conditioning Units

The boundaries of each Unit shall also be deemed to include all integral parts of the air conditioning unit located within the Unit.

F. Excluded from Units

The Unit shall not be deemed to include utility services which may be contained within the boundaries of the Unit, but which are utilized to serve Common Elements and/or a Unit or Units other than or in addition to the Unit within which contained. Such utility services are not Common Elements, but may be the maintenance responsibility of the Association. The Unit shall not be deemed to include columns or partitions contributing to the support of the building. Such columns or partitions are part of the Common Elements.

2. DESCRIPTION OF COMMON ELEMENTS

- A. All land and all portions of the Condominium Property not within a Unit or Units are parts of the Common Elements.
- B. All bearing walls to the unfinished surface of said walls located within a Unit and all columns or partitions contributing to support of the Building constitute parts of the Common Elements.

OR2880 Pg 1337

CONSENT AND JOINDER TO FILING  
OF AMENDMENT TO CONDOMINIUM DECLARATION

OR2880 Pg 1338

WHEREAS, Kraus-Anderson, Incorporated, a Minnesota corporation, is the owner and holder of those certain mortgage liens created by three Mortgages each dated the 21st day of June, 1996, and recorded among the Public Records of Lee County, Florida in Official Record Book 2719, Page 4136; Official Record Book 2719, Page 4065; and Official Record Book 2719, Page 3959, in which Rottlund Homes of Florida, Inc. is Mortgagor; and

WHEREAS, a portion of the real property subject to the aforementioned Mortgages is to be submitted to the condominium form of ownership as the Marsh Landing Townhouse Condominium Phase 12; and

WHEREAS, Kraus-Anderson Incorporated desires to evidence its consent to the filing of the Amendment to Condominium Declaration attached hereto adding such phase;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration to it in hand paid, Kraus-Anderson, Incorporated, by and through its authorized officer does consent to the attached Amendment to Condominium Declaration for Marsh Landing Townhouse Condominium, and does likewise consent to the establishment of the condominium form of ownership for the condominium property described therein in accordance with the provisions of the aforementioned Amendment to Condominium Declaration in accordance with the laws of the State of Florida. It being the intention of Kraus-Anderson, Incorporated to fully consent thereto in all respects required by Sec. 718.104(3), Florida Statutes, in force on the date of the execution of these presents.

IN WITNESS WHEREOF, Kraus-Anderson, Incorporated has caused these presents to be duly executed by its duly authorized officer this 20th day of October, 1997.

WITNESS:

KRAUS-ANDERSON, INCORPORATED

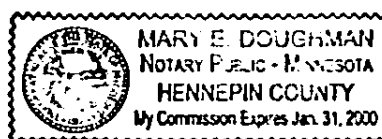
Sharon L. Theis  
Victoria J. Puse

By Daniel Engelsma  
Its v. Pres

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this 20th day of October, 1997, by Daniel Engelsma, as Vice President of Kraus-Anderson, Incorporated, who is personally known to me ~~or who has produced~~ \_\_\_\_\_ as identification and who did not take an oath.

Mary E. Doughman  
Notary Public  
Print Name: Mary E. Doughman  
My Commission: January 31, 2000



CONSENT AND JOINDER TO FILING  
OF AMENDMENT TO CONDOMINIUM DECLARATION

DR2880 Pg 1339

WHEREAS, U.S. Bank National Association f/k/a First Bank National Association, assignee of those certain mortgage liens created by three Mortgages each dated the 21st day of June, 1996, and recorded among the Public Records of Lee County, Florida in Official Record Book 2719, Page 4136; Official Record Book 2719, Page 4065; and Official Record Book 2719, Page 3959, in which Rottlund Homes of Florida, Inc. is Mortgagor; and

WHEREAS, a portion of the real property subject to the aforementioned Mortgages is to be submitted to the condominium form of ownership as the Marsh Landing Townhouse Condominium Phase 12; and

WHEREAS, U.S. Bank National Association f/k/a First Bank National Association desires to evidence its consent to the filing of the Amendment to Condominium Declaration attached hereto adding such phase;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration to it in hand paid, U.S. Bank National Association f/k/a First Bank National Association, by and through its authorized officer does consent to the attached Amendment to Condominium Declaration for Marsh Landing Townhouse Condominium, and does likewise consent to the establishment of the condominium form of ownership for the condominium property described therein in accordance with the provisions of the aforementioned Amendment to Condominium Declaration in accordance with the laws of the State of Florida. It being the intention of U.S. Bank National Association f/k/a First Bank National Association to fully consent thereto in all respects required by Sec. 718.104(3), Florida Statutes, in force on the date of the execution of these presents.

IN WITNESS WHEREOF, U.S. Bank National Association f/k/a First Bank National Association has caused these presents to be duly executed by its duly authorized officer this 20<sup>th</sup> day of October, 1997.

CHARLIE GREEN LEE CTY, FL  
97 OCT 21 PM 4:02

WITNESS:

U.S. BANK NATIONAL ASSOCIATION f/k/a  
FIRST BANK NATIONAL ASSOCIATION

By [Signature]  
Its AVP

[Signature]  
[Signature]

STATE OF MINNESOTA  
COUNTY OF HENNEPIN

The foregoing instrument was acknowledged before me this 20<sup>th</sup> day of October, 1997, by Mark Michtalek, as Assistant Vice President of U.S. Bank National Association f/k/a First Bank National Association, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did not take an oath.

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX  
GREG FIEDOROW  
NOTARY PUBLIC - MINNESOTA  
RAMSEY COUNTY  
My Commission Expires Jan. 31, 2000  
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX  
f:\wpdata\pjm\marsh\consent12.1st

[Signature]  
Notary Public  
Print Name: Greg Fiedorow  
My Commission: \_\_\_\_\_