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AMENDMENT AND SUPPLEMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR LOST LAKE GOLF CLUB

This Amendment and Supplemental Declaration is made and entered into this 10 day of October, 1998, by DOUBLE TREE, INC., a Florida corporation (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, on October 30, 1992, Declarant filed that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Lost Lake Golf Club ("Declaration") recorded in Official Records Book _____, page _____, of the Public Records of Martin County, Florida; and

WHEREAS, pursuant to the terms of Article XIII of the Declaration, the Declarant may unilaterally amend the Declaration until termination of the Class "B" Control Period, as defined in the Declaration; and

WHEREAS, the Class "B" Control Period has not yet terminated; and

WHEREAS, the Declarant desires to amend and supplement the Declaration as more particularly set forth below.

NOW, THEREFORE, pursuant to the powers retained by Declarant under the Declaration, Declarant hereby amends the Declaration as set forth herein, the terms of which shall apply to all Property included in the Declaration, all Property that has been added to the Declaration, and all Property that may be added to the Declaration in the future (hereinafter the "Property") in addition to the provisions of the Declaration. Such Property shall be sold, transferred, used, conveyed, occupied, and mortgaged or otherwise encumbered pursuant to the provisions of this Amendment and Supplement to Declaration and the Declaration both of which shall run with the title to such Property and shall be binding upon all persons having any right, title, or any interest in such Property, their respective heirs, legal representatives, successors, successors-in-title, and assigns. The provisions of this Amendment and Supplement to Declaration shall be binding upon the Double Tree Property Owners Association, Inc. in accordance with the terms of the Declaration.

ARTICLE I

Definitions

The definitions provided in Article I of the Declaration are incorporated herein by reference.

ARTICLE II

Golf Club

Section 5, Playability Easement, of Article XVI, Golf Club, is hereby created to read as follows:

Section 5. Playability Easement. The Declarant and the Association, hereby grant to the Owner of the Golf Club and its members, guests, invitees, servants and employees, a non-exclusive easement over all of the Properties as is reasonably necessary for the operation, maintenance, and play of golf at the Golf Club.

ARTICLE III

Amendments

This Amendment and Supplement to Declaration may not be amended without the written consent of the Owner of the Golf Club, which consent the Owner of the Golf Club may withhold for any reason.

ARTICLE IV

Survival

All of the terms and provisions of the Declaration intended to benefit the Golf Club, the Owner thereof and the members, guests, servants, employees and invitees of the Golf club and its Owner, including, without limitation, the easements set forth in the Declaration shall survive the termination of the Declaration and shall be binding upon all Owners of the Properties, including properties added in the future, their heirs, successors and assigns and shall inure to the benefit of all Owners of the Golf Club, and their members, guests, servants, employees and invitees. Furthermore, no provision, term or easement in the Declaration intended to benefit the Golf Club, its Owner, members, guests, servants, employees or invitees may be amended without the written consent of the then Owner of the Golf Club which consent the Owner of the Golf Club may withhold for any reason.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment and Supplement the day and year first above written.

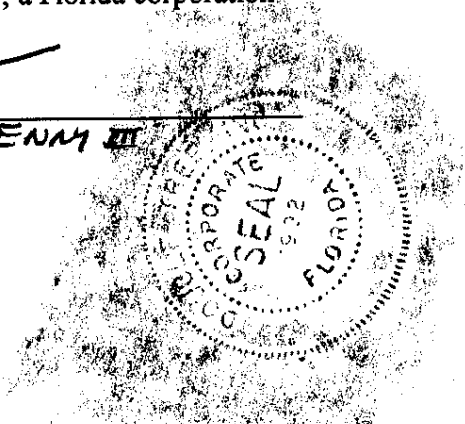
Witnesses:

DOUBLE TREE, INC., a Florida corporation

Noel Browning
Printed Name: NOEL L. BROWNING

BY: [Signature]
THOMAS G. KENNY III
PRESIDENT

Mary Kay Bailey
Printed Name: MARY KAY BAILEY

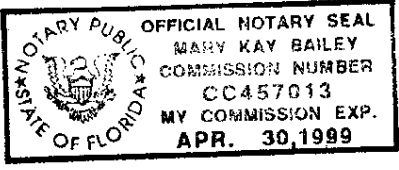


STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 10 day of October 1998, by THOMAS G. KENNY III PRESIDENT, of DOUBLE TREE, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

(NOTARY SEAL)

Mary Kay Bailey
Notary Public
My commission expires:
My commission number:
MARY KAY BAILEY
Printed Name



JOINDER OF ASSOCIATION

The DOUBLE TREE COUNTRY CLUB PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, hereby joins in this Amendment and Supplement to Declaration of Covenants, Conditions and Restrictions for the purpose of acknowledging and consenting to the provisions hereunder.

Signed in the presence of:

DOUBLE TREE COUNTRY CLUB PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

Signature: [Handwritten Signature]
Printed Name: NOAL BROWNING

By: [Handwritten Signature]
Name: THOMAS G. KENNY II
PRESIDENT

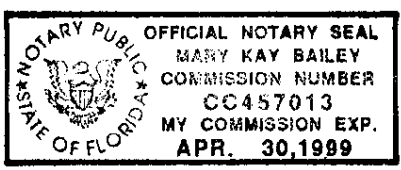
Signature: [Handwritten Signature]
Printed Name: MARY KAY BAILEY

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 10 day of OCTOBER, 1998, by THOMAS G. KENNY II as President of DOUBLE TREE COUNTRY CLUB PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me has produced as identification.

[Handwritten Signature]
Notary Public
My commission expires:
My commission number:
MARY KAY BAILEY
Printed Name

(NOTARY SEAL)



This Instrument Prepared By:
Terence P. McCarthy, Esq.
McCarthy, Summers, Bobko, McKcy, Wood & Sawyer, P.A.
2081 E. Ocean Blvd., 2nd Floor
Stuart, Florida 34996

F:\USERS\TPMDT\SUPPDEC (OCTOBER 16, 1998)

