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**FIRST AMENDMENT TO
DECLARATION OF COVENANTS, EASEMENTS AND
RESTRICTIONS FOR ONE BAYSHORE**

This First Amendment to Declaration of Covenants, Easements and Restrictions for One Bayshore is made as of September 30, 2005, by Crescent Resources, L.L.C., a Georgia limited liability company, whose address is 400 South Tryon Street, Suite 1300, Charlotte, North Carolina 28201-1003 ("Declarant").

Preliminary Statement

By that Declaration of Covenants, Easements and Restrictions for One Bayshore dated May 6, 2005 and recorded in Official Records Book 14991, page 1455 of the Public Records of Hillsborough County, Florida (the "Master Declaration"), Declarant imposed covenants, restrictions and easements on that real property more particularly described on Exhibit "A" attached hereto and identified in the Master Declaration as the "Property." Under the Master Declaration the Declarant reserved the right to unilaterally amend the Master Declaration for various purposes, including the designation of additional Common Maintenance Areas and Shared Facilities and to implement the intent of the Declarant. Declarant desires to amend the Master Declaration with reference to public parking areas within One Bayshore.

NOW THEREFORE, in consideration of the foregoing premises, Declarant hereby amends the Declaration as follows:

1. Signs. Paragraph 3.5 of the Master Declaration is amended by relabeling paragraph 3.5 as paragraph 3.5(a) and adding a new subparagraph 3.5(b), as follows:

"(b) Declarant shall initially install, and may thereafter modify, relocate, remove or replace all signs located on and related to the use or operation of the Common Areas, Common Maintenance Areas, or the Shared Facilities, including without limitation traffic control signs, directional or information signs and parking regulation signs (collectively "Common Signs"). All Common Area signs must be approved by the Declarant or the Master Association and no Common Signs may be installed or posted until approval has been obtained. Owners of Parcels or Sub-Parcels may submit requests for the installation, modification or relocation of Common Area signs to the Declarant or the Master Association. Any such requests shall be accompanied by plans or other documentation setting forth the sign requirements and design and the reasons for the requested installation, modification or relocation. All expenses associated with the installation, modification, relocation, repair or replacement of Common Signs shall be paid by the Owner making the request or their successors and assigns. The Declarant may delegate all or some of the foregoing rights to the Master Association. Except as set forth above, the Master Association shall be responsible for the operation, maintenance, repair and replacement of all Common Signs as part of the Shared Expenses of the Association."

2. Parking.

(a) Paragraph 3.8 of the Master Declaration is amended by relabeling paragraph 3.8 as paragraph 3.8(a) and amending it to read in its entirety as follows:

"(a) Except as to Parcel Two, parking adequate for the intended use of each Parcel and in compliance with local governmental regulations shall be provided as part of the Work by on-site improved parking areas on each Parcel. Except as to Parcel Two, no Owner shall permit on a regular or on-going basis any use on his Parcel that exceeds or is likely to exceed the available parking spaces on his Parcel."

(b) Paragraph 3.8 of the Master Declaration is amended by adding new subparagraphs 3.8(b) and (c) as follows:

"(b) The Declarant, and following assignment to the Master Association then the Master Association, may from time to time impose restrictions on the use of parking areas that have been designated as Common Maintenance Areas and Shared Facilities or that are located within Common Areas. These restrictions may include by way of example: (i) reserving certain parking areas or spaces for loading and unloading of delivery vehicles; or (ii) reserving certain parking spaces for the exclusive use of one or more Parcels or Sub-Parcels, including the tenants or invitees of such Parcel or Sub-Parcel; or (iii) imposing time limits on the use of a parking space; or (iv) restricting certain areas as fire lanes for use only by police or emergency vehicles; or (v) restricting the use of parking spaces by employees of Owners or their tenants, or by residents of One Bayshore; or (vi) posting signs identifying reserved parking spaces or areas or stating time limits or other restrictions on the use of parking spaces or areas; or (vii) enforcing the parking reservations or restrictions by causing violating vehicles to be ticketed or towed. All Owners and their tenants and employees shall comply with parking regulations applicable to the public parking areas.

(c) Once the Declarant or the Master Association has assigned parking spaces, parking areas, or loading or unloading areas for the benefit of one or more Parcels or Sub-Parcels or has imposed time limits or other restrictions on the use of parking spaces, parking areas or loading or unloading areas, for the benefit of one or more Parcels or Sub-Parcels, then such assignments or restrictions may not thereafter be modified or terminated without the written consent of the Owner of the Parcel or Sub-Parcel. The Declarant and the Master Association may assign or delegate to the Owner or Owners of Parcels or Sub-Parcels benefited by any parking area reservation or restriction the authority to enforce parking reservations or restrictions, including without limitation, causing vehicles to be ticketed or towed."

3. Common Maintenance Areas and Shared Facilities. Under paragraph 5.4 of the Master Declaration, Declarant reserved the right to designate additional Common Maintenance Areas and/or Shared Facilities. Accordingly, Declarant hereby designates the following areas as Common Maintenance Areas and Shared Facilities:

(a) All street level parking areas and parking spaces located within One Bayshore whether or not located within a Parcel. Declarant reserves the right to modify the location of parking areas or spaces and to add to or withdraw parking areas or spaces as Common Maintenance Areas from time to time; and

(b) That portion of Parcel One identified as "Public Parking Areas" as depicted on Sheet 7 of 35 of Exhibit "B" to the Declaration of Condominium of The Parkside of One Bayshore, a Condominium dated May 6, 2005 and recorded in Official Records Book 14991, page 1645 of the Public Records of Hillsborough County, Florida from the parking deck entrance to the gate area identified as the "end of public parking", a copy of which is attached hereto as Exhibit B.

(c) The parking areas and parking spaces described in subparagraphs 3(a) and (b) above shall be subject to a two (2) hour parking time limit and signs identifying the time limit may be posted in such areas. The foregoing time limit is declared to be for the benefit of Parcel Two and may not be amended without the written consent of the Owner of Parcel Two, or

following the recording of a declaration of condominium applicable to Parcel Two, the association of owners of condominium units therein.

Notwithstanding the designation of the foregoing areas as Common Maintenance Areas and Shared Facilities, Declarant, and following assignment to the Master Association then the Master Association, shall have the right from time to time to install, modify, relocate, remove or replace Common Signs within such areas and to regulate the use of the parking areas and parking spaces, including reserving certain parking spaces for the exclusive use of one or more Owners, or their tenants or invitees.

4. Limitation. Except as provided herein, the Master Declaration is not otherwise amended and remains in full force and effect.

IN WITNESS WHEREOF, Declarant has executed this First Amendment to Declaration as of the date set forth above.

Signed, sealed and delivered
in our presence:

CRESCENT RESOURCES, L.L.C.,
a Georgia limited liability company

Vivian H. Weber
Print Name:
Dorothy H. DeFabis
Vivian H. Weber
Print Name:
Dorothy H. DeFabis

By: James C. Smith
James C. Smith, Vice President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

The foregoing instrument was acknowledged before me this 7th day of December 2005 by James C. Smith, the Vice President of Crescent Resources, L.L.C., a Georgia limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

Glenda F. Adridge
Notary Public, State and County Aforesaid
Glenda F. Adridge
Print Name
My Commission Expires: 03-11-08