Ye

PREPARED BY AND TO BE RETURNED TO:
Nicole Swartz, Esq.
WCI Communities, LLC
Legal Department
24301 Walden Center Dr.
Bonita Springs, FL 34134

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2013111060 4 PGS
2013 AUG 09 11:59 AM
KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
JOLSON Receipt#1652457



FIRST SUPPLEMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR ARTISTI AT VENETIAN GOLF & RIVER CLUB

WHERAS, the Declaration of Covenants and Restrictions for Artisti at Venetian Golf & River Club was recorded on July 16, 2012, in Official Records Instrument 2012091104, public records of Sarasota County, Florida, as amended and supplemented from time to time (collectively, the "Declaration"); and

WHEREAS, Article 13.4 of the Declaration allows WCI Communities, LLC, a Delaware limited liability company, and its successors, assigns and designees, as Developer under the Declaration ("Developer"), in its sole discretion and without the need for consent or approval of any other person or entity, to amend and supplement the Declaration to make additional land subject to the scheme of said Declaration and to bring such land within the jurisdiction and control of the Artisti at Venetian Golf & River Club Property Owners Association, Inc.; and

WHEREAS, Developer desires to amend the Declaration to subject additional land to the terms, conditions, covenants, restrictions and easements of the Declaration;

NOW, THEREFORE, this instrument hereby provides that Developer, for itself and its successors, grantees and assigns, hereby makes, declares and publishes its intention to subject and does hereby subject the real property described in <u>Exhibit A</u> attached hereto and made a part hereof to all terms, provisions, covenants, conditions, restrictions and easements contained in the Declaration, with terms, provisions, covenants, conditions, restrictions and easements to run with said property and be binding upon the owners of said property. Hereinafter, said real property shall be included within the "Property" as defined and referenced in the Declaration.

The real property described above shall be subject to all of the terms, provisions, conditions, covenants, restrictions and easements contained in the Declaration.

IN WITNESS WHEREOF, this instrument was executed by the undersigned this $\angle 9$ day of July, 2013.

WITNESSES:

DEVELOPER:

WCI COMMUNITIES, LLC, a Delaware limited liability company

Name: Name: MARGARET A SIST

Name: Leoko Ketaj Print Name: LEDIA METAJ Paul Erhardt, Senior Vice President

STATE OF FLORIDA COUNTY OF LEE

The foregoing instrument was acknowledged before me this 19 day of July, 2013, by Paul Erhardt, as Senior Vice President of WCI COMMUNITIES, LLC, a Delaware limited liability company, as Developer hereunder. He is personally known to me.

My Commission Expires:

(AFFIX NOTARY SEAL)

MY COMMISSION # DD 928264
EXPIRES: November 3, 2013
Bonded Thru Notary Public Underwriters

(Signature

Notary Public, State of Florida

(Commission Number, if any)

CONSENT OF MORTGAGEE

Regarding recordation of First Supplement to Declaration of Covenants And Restrictions For Artisti at Venetian Golf & River Club

WILMINGTON TRUST, NATIONAL ASSOCIATION ("Wilmington"), the holder of that certain Multistate Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Filing executed by WCI COMMUNITIES, LLC ("WCP"), in favor of Wilmington, as Collateral Agent ("Mortgagee"), dated June 8, 2012 and recorded on June 11, 2012 as Instrument #2012074774 in the Official Records of Sarasota County, Florida, (the foregoing as amended, restated or modified from time to time, the "Mortgage"), which Mortgage constitutes a lien and encumbrance upon the real property described in the within and the foregoing First Supplement to Declaration of Covenants And Restrictions For Artisti at Venetian Golf & River Club attached hereto (the "Declaration"), hereby consents to WCI subjecting the real property described in the Declaration to the provisions of the Declaration and agrees that the Declaration. Notwithstanding the execution of this consent, nothing herein shall be construed to render the Mortgagee responsible or liable for the performance of any of the covenants or undertakings of WCI under the Declaration, nor shall this consent affect the priority of the lien of the Mortgage or the interest of the Mortgagee in the real property encumbered by the Mortgage.

MORTGAGEE:

Name: Renee A.S. Kuhl

Commission No.: 31033184

Notary Public, State of Minnesota

Dated this 18 day of July, 2013.

Witnessed by:		WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent under
Name: Jessica A. Jankiewicz Name: Brendan P. Murphy		By: Name: Jeffery 1. Rose Title: Vice President
STATE OF MINNESOTA)	
COUNTY OF HENNEPIN)	
	•	re me this 18 day of July, 2013, by Jeffery T. Rose as ciation, as Collateral Agent under the Mortgage. He is

(Notarial Seal)

My Commission Expires: 01/31/2014

personally known to mo.

Renee AS Kuhl

NOTARY PUBLIC

Exhibit A

LOTS 1 THROUGH 23, INCLUSIVE, *VENETIAN GOLF & RIVER CLUB, PHASE 6*, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 48, PAGES 12-12B, THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.