

This instrument prepared by and return to:  
Chad M. McClenathen, Esq.  
1820 Ringling Boulevard  
Sarasota, FL 34236

9/22/2011  
OR 2392  
Page 6521



**CERTIFICATE OF AMENDMENT  
TO THE DECLARATION OF CONDOMINIUM  
OF PINE BAY FOREST CONDOMINIUM, A CONDOMINIUM**

The undersigned officers of **Condominium Owners Association of Pine Bay Forest, Inc.**, the corporation in charge of the operation and control of **Pine Bay Forest Condominium, a Condominium**, according to the Declaration of Condominium thereof as recorded in Official Records Book 994, Page 1851 et seq., as amended and restated in Official Records Book 2339, Page 2994 et seq., Public Records of Manatee County, Florida, hereby certify that the following amendment to the Declaration was proposed and approved by vote of not less than seventy-five percent (75%) of the entire membership of the Board of Directors, and approved by vote of not less than seventy-five percent (75%) of the voting interests of the Association voting in person or by proxy at the membership meeting held on August 27, 2011. The undersigned further certify that the amendment was proposed and approved in accordance with the condominium documentation and applicable law.

(Additions indicated by underlining, deletions by ---, omitted or unaffected language by ...)

ARTICLE VII  
MAINTENANCE, REPAIR AND REPLACEMENT, ALTERATION AND IMPROVEMENT

7.1 Responsibility for the maintenance of the Common Elements, Limited Common Elements, and Units, and restrictions upon the alteration and improvement shall be as follows:

(B) Association Alteration and Improvement. Alterations of and additions to the Common Elements not authorized by a specific provision of this Declaration shall be governed by the terms of this paragraph.

(1) By the Association

(a) The Association shall not make any material alteration or addition to the Common Elements without the approval of not less than seventy percent (70%) of the entire membership of the Board of Directors; and in addition

(b) The Association shall not make any such alterations or additions which either:

(1) Palpably or perceptively vary or change the form, shape, elements or specifications of a residential building from its original design or plan in such a manner as to appreciably affect or influence its function or appearance except that membership approval is not required for: (1) work necessary to protect, maintain, or repair the Common Elements or the Association property even if the work would constitute an alteration of or alternative to original materials; or (2) the installation of energy efficient devices in Common Elements or Association property for the benefit of all owners, or

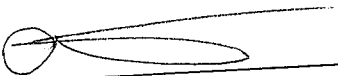
(2) Eliminate or reduce the availability to residents of an active or passive recreational facility or area, without the approval of not less than seventy-five percent (75%) of the voting interests casting votes in person, by proxy, or by written approval, at

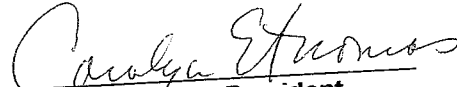



(3) These voting requirements do not negate any concurrent requirements for unit owner approval of capital expenditures, if needed for the alteration or addition, which may be contained in the Association Bylaws.

(4) The cost of making or installing, and the cost of maintenance, repairs, and replacement of approved alterations or additions shall be assessed as a common expense.

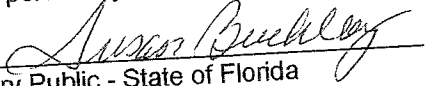
**Condominium Owners Association  
of Pine Bay Forest, Inc.**

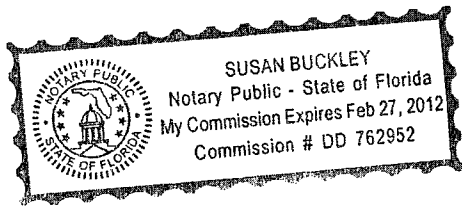
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\_\_\_\_\_  
Witness Signature  
E. Munday  
\_\_\_\_\_  
Printed Name  
Susan Buckley  
\_\_\_\_\_  
Witness Signature  
Susan Buckley  
\_\_\_\_\_  
Printed Name

By:   
Carolyn E. Thomas, President  
Attest:   
Gale Worsley-Esposito, Secretary

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 15 day of September, 2011, by Carolyn E. Thomas, as President, and by Gale Worsley Esposito, as Secretary, of Condominium Owners Association of Pine Bay Forest, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced FL OR LIC'S as identification. If no type of identification is indicated, the above-named persons are personally known to me.

  
\_\_\_\_\_  
Notary Public - State of Florida





This instrument prepared by:  
Porges, Hamlin, Knowles & Prouty, P.A.  
1205 Manatee Avenue West  
Bradenton, Florida 34205

**AMENDED AND RESTATED**  
**DECLARATION OF CONDOMINIUM OF PINE BAY FOREST CONDOMINIUM,**  
**A CONDOMINIUM**

**KNOW ALL MEN BY THESE PRESENTS:**

**WHEREAS**, that heretofore, the PINE BAY FOREST CONDOMINIUM was formed by the recording of Declaration of Condominium (the "Original Declaration") in Official Record Book 994, Pages 1851 et seq., as amended, and by the recording of condominium plats recorded in Condominium Book 10, Page 125, and as amended in Condominium Book 11, Page 63; Condominium Book 11, Page 88; Condominium Book 12, Page 63; Condominium Book 12, Page 106; Condominium Book 15, Page 36; Condominium Book 15, Page 124; Condominium Book 15, Page 164; Condominium Book 16, Page 171; Condominium Book 19, Page 37; and Condominium Book 19, Page 176.

Pursuant to Section 718.110(1), Florida Statutes, the Declaration of Condominium of Pine Bay Forest, a Condominium, is hereby amended and restated in its entirety by the recording of this Amended and Restated Declaration of Condominium (the "Declaration" or "Amended and Restated Declaration"). Nothing herein shall in any way alter the configuration or size of any Condominium Unit or the appurtenances to any Unit, easement rights, the percentage or proportionate share by which the Owner of a Unit shares the Common Expenses, Common Elements and the Common Surplus as created by the Original Declaration of Condominium amended herein. The purpose of this amendment and restatement is to make certain and specific changes within this Declaration to bring it into compliance with the Florida Condominium Act and the Florida Administrative Code, and to provide a complete and updated document regarding the restrictions on the units and common areas in this condominium.

**This is a substantial rewording of the Original Declaration of Condominium. See the Original Declaration of Condominium and prior amendments for prior text.**

**ARTICLE I**  
**INTRODUCTION AND SUBMISSION.**

1.1 **Submission Statement.** The Pine Bay Forest Condominium was previously submitted to the condominium form of ownership by the original Developer, National Development Corporation, a Pennsylvania corporation, through the recording of the Original Declaration as described above, pursuant to Chapter 718, Florida Statutes, as amended (the "Condominium Act"). The lands submitted are described in Exhibit "A", and all improvements erected thereon, all easements, all rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for the use and connection therewith, to the condominium form of ownership and use in the manner provided by the Florida Condominium Act as amended; excluding therefrom, however, all public utility installations, cable television lines, and other similar equipment (if any) owned by a utility furnishing services to the condominium, and also excluding therefrom all personal property belonging to individual Unit Owners.

1.2 **Name and Location.** The name by which this Condominium shall be identified is PINE BAY FOREST CONDOMINIUM, A CONDOMINIUM.

**ARTICLE II**  
**DEFINITIONS**

The following terms when used in this Declaration of Condominium and its exhibits, including the Articles of Incorporation and Bylaws of the CONDOMINIUM OWNERS ASSOCIATION OF PINE BAY FOREST, INC., shall be defined in accordance with the provisions of the Florida Condominium Act, and as follows, unless the context otherwise requires:

2.1 **"Act" or "Condominium Act"** means the Florida Condominium Act (Chapter 718 of the Florida Statutes) as amended from time to time.

2.2 **"Articles"** means the Articles of Incorporation of the Association, attached hereto as Exhibit "B".

2.3 **"Assessment"** means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.

2.4 **"Association"** means CONDOMINIUM OWNERS ASSOCIATION OF PINE BAY FOREST, INC., a Florida corporation, not-for-profit, the entity responsible for the operation of the Condominium.

2.5 **"Board"** means the Board of Directors of the Association.

2.6 **"Buildings"** means the residential structures on the Condominium Property in which the Units are located.

2.7 **"Bylaws"** means the Bylaws of the Association, attached hereto as Exhibit "C".

2.8 **"Common Elements"** means the portions of the condominium property not included within any Unit as further defined in Article IV thereof.

2.9 **"Common Expenses"** means all expenses for the operation, maintenance, repair, or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, and any other expense designated as Common Expense by the Act, the Declaration, the documents creating the Condominium, or the Bylaws.

2.10 **"Common Surplus"** means all amounts held by the Association in excess of estimated current operating expenses and common reserve funds. The interest of each Unit Owner in the Common Surplus held by the Association shall be based upon the percentage or fraction of his ownership in the Common Elements.

2.11 **"Condominium"** means PINE BAY FOREST CONDOMINIUM, A CONDOMINIUM.

2.12 **"Condominium Documents"** means this Declaration, the Articles, the Bylaws, and the Rules and Regulations, all exhibits to any of them and all amendments thereto as may be adopted from time to time.

2.13 **"Condominium Parcel"** means a Unit, together with the undivided interest in the Common Elements appurtenant thereto, with the exclusive right in common with the other Unit Owners to use the Common Elements, and an undivided share in the Common Surplus subject to an

undivided share of the Common Expenses. Any right, title or interest in a Unit shall automatically carry with it as an appurtenance thereto, and without the necessity of specific reference, its respective undivided share of the Common Elements, the Common Surplus, and the rights to use the Common Elements in conjunction with the other Unit Owners.

2.14 "**Condominium Plat**" or "Plat" refers to the previously recorded drawing containing the survey, legal description, plot plat and graphic description of improvements recorded in Condominium Book 10, Page 125, and as amended in Condominium Book 11, Page 63; Condominium Book 11, Page 88; Condominium Book 12, Page 63; Condominium Book 12, Page 106; Condominium Book 15, Page 36; Condominium Book 15, Page 124; Condominium Book 15, Page 164; Condominium Book 16, Page 171; Condominium Book 19, Page 37; and Condominium Book 19, Page 176, attached hereto as Exhibit "A".

2.15 "**Condominium Property**" means the land and personal property that is subjected to condominium ownership under this Declaration, all improvements on the land, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

2.16 "**Condominium Unit**" or "**Unit**" means Unit as defined by the Act, and further defined herein.

2.17 "**Declaration**" or "**Amended and Restated Declaration**" means this Amended and Restated Declaration of Condominium, as it may be amended from time to time.

2.18 "**Improvements**" means all structures, or any portion thereof, and artificial changes to the natural environment (exclusive of landscaping), located on the Condominium Property, including but not limited to the Buildings.

2.19 "**Institutional Mortgagee**" means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, Federal National Mortgage Association (FNMA), Government National Mortgage Association (GNMA), Federal Home Loan Mortgage Corporation, the Administrator of the Veterans Administration or Federal Housing Administration, an agency of the State of Florida or the United States Government, mortgage banker or any other similar lenders or insurers and guarantors of mortgages generally recognized as an institutional type lender holding a first mortgage on a Unit or Units. This will also include the successors and/or assigns of the above entities.

2.20 "**Limited Common Elements**" mean those Common Elements the use of which are reserved to a certain Unit or Units to the exclusion of other Units, as specified in this Declaration or on the Condominium Plat.

2.21 "**Members**" shall consist of all Owners of record of each Unit.

2.22 "**Original Declaration**" means the Declaration of Condominium of Pine Bay Forest Condominium, a Condominium, and all exhibits thereto recorded in Official Records Book 994, Pages 1851 et seq., of the Public Records of Manatee County, Florida and as subsequently amended.

2.23 "**Public Records**" means the real property records maintained by the Clerk of the Circuit Court in Manatee County, Florida.

2.24 "**Rules and Regulations**" means regulations respecting the use of the Condominium Property which may be adopted by the Board from time to time in accordance with the Association's governing documents.

2.25 "**Unit Owner**" or "**Owner**" means Unit Owner as defined by the Condominium Act.

**ARTICLE III**  
**EASEMENTS**

3.1 **Ingress and Egress.** A non-exclusive perpetual easement is created for each Unit and its invitees and guests for pedestrian traffic over, through and across sidewalks, paths, walks and lanes as the same may from time to time exist upon the Common Elements of Pine Bay Forest Condominium, and for the vehicular traffic over, through and across such portion of the Common Elements of Pine Bay Forest Condominium as may from time to time be paved and intended for such purposes, but the same shall not give or create in any person the right to park upon any portions of the Condominium Property except those areas specifically assigned or permitted for same.

3.2 **Encroachment.** All Condominium Property shall be subject to perpetual easements for encroachments presently existing or which may hereafter be caused by settlement or movement of the building or minor inaccuracies in construction, which easements shall continue until such encroachment no longer exists. If the Condominium Property be destroyed and then rebuilt, encroachments due to construction shall be permitted and a valid easement for said encroachments and the maintenance thereof shall exist.

3.3 **Utilities.** Association hereby reserves for and on behalf of itself, its successors and assigns, perpetual easements for the installation, construction, repair, maintenance and replacement of private and public utility lines and services of all kinds under and over the surface of the Condominium Property which is not occupied by buildings or other structures. The utility easements herein reserved may serve the Condominium Property as described on Exhibit A. Utility easement may be granted by the Association, in its sole discretion, to any public or private utility as Association may deem necessary or desirable to provide utility services to any of the foregoing. All public and private utility companies rendering utility services to this Condominium or any phase thereof shall, if granted by Association, have a perpetual nonexclusive easement over, across, under and through that portion of all of the common land areas of this Condominium and all phases thereof which are not occupied by buildings or other structures which is designated by Association in its grant of easement, for the purpose of construction, installation, maintenance, repair and replacement of the utilities servicing this Condominium and all phases thereof and for the purpose of reading meters in connection therewith. In the event it is necessary to disturb the surface of the land for such purposes, the roadways, grass, landscaping and other improvements which are disturbed shall be reconstructed by the utility company so disturbing the same as soon as practicable to their prior condition as nearly as possible.

3.4 **Recreation Easement.**

(A) There are four lots (the "Four Lots") more particularly identified in the Declaration of Easement (the "Declaration of Easement") recorded in Official Records Volume 981, Page 3745, O.R. 982, Page 757, and O.R. 994, Page 1896 of the public records of Manatee County, Florida, copy of which is attached to the Original Declaration as Exhibit "AA". The Four Lots are not included as part of the Condominium Property. Under and by virtue of the Declaration of Easement the Developer granted to the owners of each of the Four Lots for the use and benefit of the occupants thereof from time to time and their guests an easement for use of Recreation Area A and Recreation Area B together with the swimming pool, cabana, sauna, tennis court and therapy spa to be located on the Condominium Property as exhibited on Exhibit A, subject to reasonable rules and regulations established from time to time for the use thereof, all as more particularly set forth and provided in The Declaration of Easement. Each Unit Owner shall acquire title subject to the terms and provisions of the Declaration of Easement and they and the Association shall, as a part of the consideration hereof, be bound by the terms and provisions thereof.



(B) Recreation Area A and Recreation Area B together with said swimming pool, cabana, sauna, tennis court and therapy spa are constructed and developed for use by the Unit Owners in all phases of Pine Bay Forest Condominium as well as for the use of occupant of the Four Lots and their guests as above described.

**ARTICLE IV**  
**DESCRIPTION**

4.1 **Survey, Graphic Descriptions and Floor Plans.** A survey of the land, a graphic description and plot plan locating the improvements thereon as constructed or to be constructed, identifying each Unit, the Common Elements, the Limited Common Elements, and their relative locations and approximate dimensions, (all certified by an engineer), are attached hereto in Exhibit A. The locations, dimensions, description, identification and numbering of the respective Units and identification and lettering of the carports are described on Exhibit A, and any subsequent amendments thereto as herein provided. The condominium was created as a phased condominium, and there are one hundred nineteen (119) total units.

**ARTICLE V**  
**UNIT BOUNDARIES AND COMMON ELEMENTS**

5.1 **The Unit.** Unit means unit as defined by the Condominium Act and is used herein to refer to the living units located or to be located on the Condominium Property. A Unit shall consist of the space described herein and exhibited on Exhibit A and shall include the exterior doors and windows of the respective Units. Further, the heating and air-conditioning system serving a Unit shall be deemed to be a part of the Unit which it is serving, notwithstanding that a portion thereof might be located outside of the Unit boundaries. In the event that the actual physical location of any Unit at any time does not precisely coincide with Exhibit A and subsequent amendments, the actual physical locations shall control over the locations, dimensions, and descriptions contained in Exhibit A and subsequent amendments. Each unit shall consist of that part of the improvements that lie within the boundaries of the unit, more specifically described as follows:

5.2 **Unit Boundaries.** Each Unit shall be that part of the building containing the Unit that lies within the following boundaries of the Unit:

(A) **Upper Boundary.** The upper boundary of a Unit shall be the horizontal plane (or inclined plane, as the case may be) of the lowest surface of the undecorated ceiling extended to the intersection with the perimetrical boundaries.

(B) **Lower Boundary.** The lower boundary of a Unit shall be the horizontal plane of the upper surface of the undecorated finished slab extended to the intersection with the perimetrical boundaries.

(C) **Perimetrical Boundaries.** The perimetrical boundaries of the Unit shall be the vertical planes of the undecorated finished interior of the walls bounding the Unit extended to the intersections with each other and with the upper and lower boundaries. Where there is attached to the Unit patios, decks, storage areas and entries, the same shall be Limited Common Elements as provided in Section 5.5.

5.3 **Common Elements.** Any right, title or interest in a condominium unit shall automatically carry with it as an appurtenance and without the necessity of specific reference thereto, its respective undivided share of the common elements and a right to use the common elements in conjunction with the owners of other condominium units. The common elements shall include but not be limited to the following:

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- (A) All improvements, and parts of the Condominium Property not included within the respective Units which do not serve a particular Unit;
- (B) Easements through the Units for conduits, ducts, plumbing, wiring and other facilities for furnishing the utility services to the various Units and to the Common Elements;
- (C) All structural beams, posts and members within a Unit and an easement of support in every portion of a Unit which contributes to the support for the building;
- (D) Any utility areas and installations and all utility services which are available to more than one Unit, or to the Common Elements;
- (E) All parking areas, all driveways, sidewalks, entranceways and other means of egress;
- (F) All electrical apparatus and wiring, television cables, plumbing pipes and apparatus, telephone wires, and all other ducts, conduits, cables, wires or pipes within the Common Elements;
- (G) All tangible personal property required for the maintenance and operation of the Condominium Property and for the common use and enjoyment of the Owners.

5.4 **Use and Enjoyment.** The unit owners in the aggregate shall be entitled to equal and full use and enjoyment of all the common elements, except the limited common elements, and except as they may be restricted by the reasonable and uniform regulations duly adopted by the Association Board of Directors, which usage shall always be in recognition of the mutual rights and responsibilities of each of the unit owners.

5.5 **Limited Common Elements.** All areas designated on the Condominium Plat as Limited Common Elements shall be appurtenant to the designated unit and shall be reserved for the exclusive use of the corresponding Unit Owner to the exclusion of all other Unit Owners and shall include:

(A) the carports as shown on Exhibit A to the extent of the upper surface of the concrete slab which serves as each such carport's floor together with the airspace above such slab, extended to the upper surface of the finished ceiling, bounded on the front and rear by the vertical planes of the edge of the concrete slab at the entry and rear of the carport and on the sides by the vertical plane of the middle of the painted stripe (or the line for same as shown on Exhibit A) except the side of the carport at the ends of the buildings, which side boundary shall be the vertical plane of the edge of the concrete slab. Each such carport is reserved for the exclusive use of the Unit Owner of the Unit to which they are declared to be appurtenant by appropriate assignment and designation by the deed of the Developer, its successors and assigns. Each such designation shall be by the letter of the alphabet identifying each of such attached carports as shown on Exhibit A attached.

(B) the patios, decks, storage areas and entries attached to the Units to the extent of the upper surface of the concrete slab or decking which serves as the floor thereof together with the airspace above such slab or decking extended to the undersurface of any finished ceiling over same, and bounded on each side by the vertical planes of the edge of each such concrete slab or decking. Each such patio, deck, storage area or entry is reserved for the exclusive use of the Unit Owner of the Unit to which it is attached.

5.6 **Unit Size.** The general size of each Unit in the Condominium shall be not less than 1125 square feet nor more than 2000 square feet of enclosed living area exclusive of patio, porch and exterior entryway.

**ARTICLE VI**  
**CONDOMINIUM PARCELS;**  
**APPURTENANCE AND USE; SHARE OF COMMON EXPENSES**

6.1 **Percentage Ownership and Shares.** The Owner of each Unit shall own an undivided share in the Common Elements and the Common Surplus based upon the number of Units in the Condominium.

6.2 **Use and Possession.** A Unit Owner is entitled to exclusive use and possession of his Unit. He is entitled to use the Common Elements in accordance with the purposes for which they are intended, but no use may unreasonably interfere with the rights of other Unit Owners or other persons having rights to use the Condominium property. No Unit may be divided or any fractional portion sold, leased or otherwise transferred. The use of the Units, Common Elements, and Limited Common Elements shall be governed by the Condominium Documents and by the Rules and Regulations adopted by the Association, through its Board of Directors, as set forth in the Bylaws.

6.3 **Fraction of Common Elements and Common Expenses.**

(A) **Undivided Share.** The owner of each Unit shall own an undivided fractional share and certain interest in the Common Elements, which share and interest shall be appurtenant to the Unit and the size of which share shall be one / one hundred and nineteenth (1/119<sup>th</sup>). The common expenses of the Condominium and common surplus of the Condominium shall be divided and apportioned among the Units equally.

(B) **Common Expenses and Surplus.** The percentage and manner of sharing Common Expenses and owning common surplus shall be in the same pro rata share, which is applicable to each Unit as set forth in Paragraph A above.

**ARTICLE VII**  
**MAINTENANCE, REPAIR AND REPLACEMENT, ALTERATION AND IMPROVEMENT**

7.1 Responsibility for the maintenance of the Common Elements, Limited Common Elements, and Units, and restrictions upon the alteration and improvement shall be as follows:

(A) **Association Maintenance.** The Association shall maintain, repair and replace as part of the Common Expense all of the Common Elements and Limited Common Elements, unless otherwise provided herein. The Association shall have the irrevocable right to have access to each unit from time to time during reasonable hours as may be necessary for the maintenance, repair, replacement, or protection of the common elements, and during any hours in the event of an emergency as necessary to prevent damage to the common elements, limited common elements, or to other units.

The Association shall maintain, repair and replace promptly at the Association's expense:

(1) All boundary walls of a Unit, including atrium walls, [except interior surfaces (including wall and ceiling materials)] and all portions of a Unit contributing to the support of the building, including but not limited to, the outside walls of buildings and all fixtures on the exterior, boundary walls of Units, floor and ceiling slabs, and load-bearing walls; all wood rafters and decks on the covered lanais, and covered entrance areas; all screens attached to the overhead rafters. The Association shall not be responsible for maintaining the vertically installed lanai screens; the owner shall be responsible for maintaining such lanai screens.

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(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a Unit maintained by the Association; and all such facilities contained within a Unit that serves part or parts of the Condominium other than the Unit in which they are contained; and

(3) All property, real and personal, owned by the Association and all Common and Limited Common Elements (but excluding any patio, deck, storage area or entry which has been enclosed) of the Association.

(4) All other items which the Board of Directors from time to time determines shall be maintained, repaired or replaced by the Association.

(5) All incidental damage caused to a Unit by such work shall be repaired promptly at the expense of the Association

(B). **Association Alteration and Improvement.** Alterations of and additions to the Common Elements not authorized by a specific provision of this Declaration shall be governed by the terms of this paragraph.

(1) **By The Association.**

(a) The Association shall not make any material alteration or addition to the Common Elements without the approval of not less than seventy percent (70%) of the entire membership of the Board of Directors; and in addition

(b) The Association shall not make any such alterations or additions which either:

(1) Palpably or perceptively vary or change the form, shape, elements or specifications of a residential building from its original design or plan in such a manner as to appreciably affect or influence its function or appearance or

(2) Eliminate or reduce the availability to residents of an active or passive recreational facility or area, without the approval of not less than seventy-five percent (75%) of the voting interests casting votes in person, by proxy, or by written approval, at a meeting at which a quorum is attained.

(3) These voting requirements do not negate any concurrent requirements for unit owner approval of capital expenditures, if needed for the alteration or addition, which may be contained in the Association Bylaws.

(4) The cost of making or installing, and the cost of maintenance, repair, and replacement of approved alterations or additions shall be assessed as a common expense.

7.2 **Unit Owner.** Each unit owner shall maintain, repair and replace everything within the confines of his unit which is not part of the common elements or limited common elements as defined herein, including but not limited to:

(A) Maintain, repair and replace at his expense all portions of his Unit (except the portions to be maintained, repaired, or replaced by the Association) including, but not limited to:

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(1) heating and air-conditioning equipment within his Unit or serving only his Unit and the ducts, pipes, wiring, controls, facilities for the furnishing of utility services and other apparatus serving only his Unit; all kitchen and bathroom fixtures, appliances and equipment;

(2) all electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, wires, pipes and conduits within the Unit and not maintained by the Association under Section 7.1(A) hereof.

(3) all doors within the Unit including those which open to the Unit from the outside, interior walls and partitions, wall decorations and built-in furniture, windows and window apparatus and glass sliding doors.

(4) any patio, deck, storage area or entry which is a Limited Common Element of the Unit Owner and which has been enclosed including, but not limited to, the exterior portion of such enclosure; the Unit Owner shall maintain all vertical lanai screens.

(5) not install any mechanical equipment which, when in use, will cause annoyance to the occupants of other Units.

(6) not paint or otherwise decorate or change the appearance of any portion of the exterior of the Unit or Condominium Property except as provided in Section 13.3, but in strict accordance with the provisions thereof.

(7) promptly report to the Association any defect or need for repairs for which the Association is responsible.

**(B) Alteration by Unit Owner.**

(1) **Units.** An Owner may alter the interior of a Unit owned by him; provided, however, neither an Owner nor the Association shall make any alteration to remove or make additions to any part of a Unit to be maintained by the Association, affecting another Unit or do anything that would jeopardize the safety or soundness of the Condominium Property, or impair any easement, without first obtaining approval in writing of Owners of all Units affected by such work and the approval of the Board of Directors. A copy of plans for all such work prepared by an architect licensed to practice in the State of Florida shall be filed with the Association prior to commencement of the work. There shall be no change in the shares and rights of a Unit Owner in the Common Elements that are altered or further improved.

(2) **Common Elements.** No owner shall, alter or add to the Common Elements except as authorized by the terms of this Declaration including the requirement of written approval from the Board of Directors contained in Section 13.3 (A) hereof. Said approval shall be issued only when seventy (70%) of the entire membership of the Board has approved. The Board shall not approve any alteration or addition which, if made by the Association would require unit owner approval under Section 7.1(B), without first obtaining approval of the unit owners pursuant to that section. Provided further, that the Board of Directors may condition its approval of alterations or additions requested by, and which only benefit, the owner or owners of a single unit, upon said unit owner installing, maintaining, repairing, and replacing the alteration or addition, subject to the approval by the Board of Directors of all work performed. Any approval of the Board of Directors required under this paragraph or Section 13.3(A) may be conditioned upon such terms as the Board deems reasonably related to the preservation of the architectural and structural integrity of the condominium property.

7.3 **Owner's Failure to Act.** If an Owner fails to maintain and repair his Unit properly, including Limited Common Elements and appurtenances or any other item that a Unit Owner is responsible for maintaining, the Association, at the discretion of the Board after reasonable notification except in an emergency, may enter into any Unit upon reasonable notice during reasonable hours to inspect any Unit and make such repairs and perform such maintenance, and pay such amounts, as the Board may deem necessary. The cost of maintenance and repair, and the cost of collection, including interest, at the highest rate allowed by law, and reasonable attorneys' fees, if necessary, may be assessed against the Unit Owner and collected as any other assessment. In addition, if any Common Elements, including exterior surfaces of improvements, are altered or damaged by an Owner or his employee or his guests, licensees or invitees, through acts or omissions, the Owner shall be responsible for the costs or repair. The Association shall have a lien against a Unit to the same extent, as is provided by the Condominium Act, for unpaid Assessments, for the costs of any such repairs paid by the Association, plus interest at the highest rate allowed by law, and costs and reasonable attorney's fees incurred by the Association in enforcing its rights.

7.4 **Limitation Upon Liability of Association.** Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to any Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

**ARTICLE VIII**  
**COMMON EXPENSES, ASSESSMENTS, AND LIENS**

The Association has the authority to adopt the Association's budget, and to levy and collect Assessments against each Unit and Unit Owner in order to provide the necessary funds for proper operation and management of the Condominium and for the operation of the Association, including regular Assessments for each Unit's share of the Common Expenses as set forth in the annual budget, including reserves, and Special Assessments for unusual, non-recurring or unbudgeted Common Expenses, as provided in this document and the Association bylaws. Assessments shall be levied and payment enforced as follows:

8.1 **Common Expenses and Assessments.**

(A) Each Unit Owner shall be assessed his proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the Common Elements and the Condominium. Payment of the regular annual expenses shall be in quarterly installments in four (4) equal installments, unless the Board adopts an alternative method of payment. In the event of the failure of a Unit Owner to pay any assessment or charge against his Unit when due, the amount thereof shall constitute a lien on his Unit as provided by the Act.

(1) Common Expenses shall include:

(a) Expenses of management and administration of the Condominium, insurance, maintenance, operation, repair and replacement of the Common Elements, the Limited Common Elements (but excluding any patio, deck, storage area or entry which has been enclosed), and of the portions of Units to be maintained by the Association, and costs of carrying out the powers and duties of the Association, including professional fees and expenses.

(b) Expenses declared Common Expenses by provisions of this Declaration or the By-Laws.

(c) Sewer and water charges, electricity, garbage disposal, community or cable television, and other utilities (other than telephone); provided, however, that such water, electricity and other utilities are not metered to the individual Condominium Units.

(d) Any valid charge against the Condominium Property as a whole. Each Owner shall be responsible for a share of the Common Expenses based upon the percentage or fraction of Common Elements appurtenant to his Unit, except as otherwise provided herein.

**8.2 Share of Common Expenses.** The Owner of each Unit shall be liable for a share of the Common Expenses of the Condominium equal to his share of Ownership of the Common Elements and the Common Surplus, which is one / one hundred nineteenth (1/119<sup>th</sup>) of the total of the common expenses.

**8.3 Ownership.** Assessments collected by or on behalf of the Association become the property of the Association. No Unit Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Unit. No Owner has the right to withdraw or receive distribution of his share of the Common Surplus, except as otherwise provided herein or by law.

**8.4 Who is Liable for Assessments.** The Owner of each Unit, regardless of how title was acquired, is liable for all Assessments or installments thereon coming due while he is the Owner. Multiple Owners are jointly and severally liable. Except as provided in Article 8.5 below, whenever title to a Condominium Parcel is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid Assessments against the transferor, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee.

**8.5 No Waiver or Excuse from Payment.** The liability for Assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Elements, by abandonment of the Unit for which the Assessments are made, or by interruption in the availability of the Unit or the Common Elements for any reason whatsoever. No Unit Owner may be excused from payment of his share of the Common Expenses unless all Unit Owners are likewise proportionately excused from payment, except as may otherwise be permitted by law.

**8.6 Application of Payments; Failure to Pay; Interest.** The Association shall have the authority to set forth deadlines for payments of all Assessments, and shall have the authority to charge late fees and/or interest up to the highest rate allowed by law, until paid. At the time of the adoption of this provision, Assessments and installments thereon shall become due, and the Unit Owner shall become liable for said Assessments or installments, on the date for payment established in the Bylaws or otherwise set by the Association. All payments on account shall be first applied to interest, then to costs and attorney's fees, then to other charges, and then delinquent regular or special Assessments, in such manner and amounts as the Board may determine regardless of any restrictive endorsement on or accompanying the payment.

**8.7 Liens.** The Association shall have a lien on each condominium parcel securing payment of past due Assessments, including interest up to the highest amount permitted by law and reasonable attorneys' fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit. The lien also secures all unpaid Assessments and charges coming due prior to a final judgment of foreclosure. The lien is perfected upon recording a Claim of Lien in the Public Records of Manatee County, Florida, stating the description of the condominium parcel, the name of the record Owner, the Assessments past due and the due dates. The lien is in effect until barred by law. Upon full payment, the person making the payment is entitled to a satisfaction of the lien. No lien may be filed

against a unit by the Association until thirty (30) days after the date of which a notice of intent to file a lien has been delivered to the owner via certified mail and regular first class mail, to the owner at his or her last address as reflected in the Association records, and delivered to the owner at the address of the unit if the owner's address as reflected in the records is not the unit address, unless otherwise permitted by the Condominium Act.

8.8 **Acceleration.** In the event an Owner is in default in payment of any regular or special assessment, the Association may accelerate the remaining payments due for both regular and special assessments for the then current year by giving the defaulting Owner notice of intent to accelerate. The acceleration shall become effective on the date stated in the notice, but not less than ten (10) days after delivery of the notice to the Unit Owner, or not less than twenty (20) days after the mailing of such notice to the Unit Owner by registered or certified mail, whichever shall first occur. The Board of Directors may require each Owner to maintain a minimum balance on deposit with the Association for working capital and to cover contingent expenses from time to time. When the mortgagee of the first mortgage of record or other purchaser of a Unit obtains title to the Condominium Parcel as a result of foreclosure of the first mortgage or by acceptance of deed in lieu thereof, such acquirer of title, his successors and assigns, shall not be liable for the share of Common Expenses or assessments previously levied by the Association pertaining to such Condominium Parcel or chargeable to such acquisition of title except as provided in the succeeding sentence and except to the extent additionally provided by state law. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses, collectible from all the Owners, including such acquirer, successors, and assigns. Any Owner shall have the right to acquire assessments against him with respect to his Condominium Parcel. The holder of a first mortgage shall have the same right as to any Condominium Parcel upon which he has a lien. Any person other than the Owner who relies upon such certificate shall be protected thereby. The Association shall have the right to charge a fee as determined by the Association for issuing such certificate; provided, however, such fee shall not exceed the maximum amount permitted by law.

8.9 **Foreclosure of Lien.** The Association may bring an action in its name to foreclose its lien for unpaid Assessments in the manner provided in the Condominium Act, and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any lien rights.

## **ARTICLE IX** **THE CONDOMINIUM ASSOCIATION**

9.1 **Power and Duties.** The Association shall be the entity, a Florida not-for-profit corporation, responsible for the operation of the Condominium. The affairs of the property of the Condominium and the Association shall be controlled by the Board of Directors. The powers and duties of the Association shall include those set forth in the Chapter 617, Florida Statutes, the Condominium Act, the Association's Articles, Declaration, Bylaws, and Rules and Regulations, as amended from time to time.

The Board of Directors of the Association shall have the right to take all actions and do all things in behalf of the Association for the maintenance and operation of the Condominium Property, the determination, levy and collection of assessments, the enactment and enforcement or regulations respecting the use of the Condominium Property, and payment of all Common Expenses.

9.2 **Membership Rights.** All persons owning a vested interest in the fee title to any of the Condominium Units, which interest is evidenced by a proper instrument duly recorded in the Public Records shall automatically be members of the Association and their respective memberships shall terminate as their vested interest in the fee title terminates. Membership in the Association cannot be transferred, assigned, or pledged in any manner except as an appurtenance to a Unit.



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9.3 **Voting Rights.** Each Unit shall be entitled to one (1) vote to be cast in the manner set forth in the Bylaws.

9.4 **Approval or Disapproval of Matters.** Whenever a decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, such a decision shall be expressed by the same person who would cast the vote of such Owner in an Association meeting, unless the joinder of record Owners is specifically required by this Declaration.

9.5 **Management.** All of the affairs of the Association shall be controlled and managed by the Board of Directors of the Association. A copy of the Articles of Incorporation, as amended, which have been filed with and certified by the Secretary of State of Florida is attached hereto as Exhibit B. The By-Laws governing the operation of the Condominium and of the Association are attached hereto as Exhibit C.

9.6 **Registry of Owners and Mortgagees.** The Association shall at all times maintain a register setting forth the names of the Owners. In the event of the sale or transfer of any Condominium Parcel to a third party, the purchaser or transferee shall notify the Association in writing of his interest in such Condominium Parcel together with the recording information for the instrument by which such purchaser or transferee has acquired his interest in such Condominium Parcel. The Owner shall notify the Association of any mortgages encumbering any Condominium Parcel and any transfers thereof, the amount of such mortgage or mortgages, and the recording information for the mortgage or mortgages. The holder of any mortgage encumbering any Condominium Parcel may if he so desires, notify the Association of the existence of such mortgage and upon receipt of that notice, the Association shall register in its records all pertinent information pertaining to the same.

**ARTICLE X**  
**INSURANCE AND RECONSTRUCTION AFTER CASUALTY**

10.1 **Insurance.** The insurance, which shall be carried on the Condominium Property and the property of the Unit Owners, shall be governed by the paragraphs set forth below in this Article and Section 718.111 of the Condominium Act.

10.2 **Authority to Purchase.** All insurance policies upon the Condominium Property shall be purchased by the Board of Directors for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Unit Owners. The master policies and all endorsements shall be held by the Association. The Association shall maintain casualty and liability insurance as required by the Condominium Act, and may obtain other insurance coverage as deemed necessary by the Board, including but not limited to workmen's compensation, flood, and directors and officers insurance. The Association shall maintain fidelity insurance or bonds covering all directors, officers, and employees of the Association who handle Association funds, in amounts as determined by the Board or as otherwise required by the Condominium Act.

10.3 **Coverage.** The association shall obtain adequate casualty insurance upon all buildings and improvements upon the land and all personal property included in the Common Elements covering replacement cost of the property to be insured as determined by an independent insurance appraisal or update of a prior appraisal. The full insurable value shall be determined at least once every thirty-six (36) months, unless otherwise permitted by the Condominium Act and approved by the Board, but subject to such standard deductible clauses as are required in order to obtain coverage at reasonable costs. Notwithstanding the foregoing, the amount of deductible clause shall not exceed an amount which would render the holders of first

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mortgages on the individual Units co-insurers. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including, but not limited to, vandalism and malicious mischief. Such coverage shall comply with the provisions of Florida Statutes, Section 718.111, as amended.

(A) **Deductibles.** Deductibles shall be consistent with industry standards and prevailing practice for communities of similar size and age, and having similar construction and facilities in the locale where the condominium is located. The deductibles may be based upon available funds, including reserve accounts, or predetermined assessment authority at the time the insurance is obtained. The board shall establish the amount of the deductibles at a meeting of the Board, open to all members. This meeting may be held in conjunction with the Board's budget meeting or meetings.

10.4 **Premiums.** Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense

10.5 **Share of Proceeds.** The named insured of all insurance policies purchased by the Association shall be the Association as agent for the Unit Owners, naming them and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association. The Association shall receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated in this Declaration and for the benefit of the Unit Owners and their mortgagees in the following shares:

(A) **Common Elements.** Proceeds on account of damage to Common Elements shall be an undivided share for each Unit Owner.

(B) **Units.**

(1) When damaged Units are to be reconstructed or repaired, proceeds on account thereof shall be held in undivided shares for the Owners of damaged Units in proportion to the cost of reconstructing or repairing the damage suffered by each such Unit Owner, which cost shall be fairly determined by the Association.

(2) When damaged Units are not to be reconstructed or repaired proceeds on account thereof shall be held in undivided shares for each Unit Owner of such Units, such share being in proportion to the respective fair market value of all such damaged Units, which are not to be reconstructed or repaired as the same shall be determined by arbitration pursuant to the provisions of Article XVII.

(C) **Mortgagee.** In the event a mortgagee endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the Unit Owner and the mortgagee pursuant to the provisions of this Declaration.

10.6 **Distribution of Proceeds.** Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners in the following manner:

(A) **Reconstruction or Repair.** If the damage for which the proceeds are paid is to be repaired or reconstructed by the Association, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them.

(B) **Failure to Reconstruct or Repair.** If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them.

10.7 **Association as Agent.** The Association is irrevocably appointed agent for each Unit Owner and for each mortgagee or other lien holder and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

10.8 **Benefit of Mortgagees.** Certain provisions in this Article X are for the benefit of mortgagees of Units, and such provisions are covenants for the benefits of any mortgagee of a Unit and may be enforced by such mortgagee.

10.9 **Determination to Reconstruct or Repair.** If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(A) **Lesser Damage to Units.** If Units to which 50% of the Common Elements are appurtenant are found by the Board of Directors to be tenantable after the casualty, the damaged property shall be reconstructed or repaired.

(B) **Major Damage to Units.** If Units to which more than 50% of the Common Elements are appurtenant are found by the Board of Directors to be not tenantable after the casualty, whether the damaged property will be reconstructed and repaired or the Condominium terminated shall be determined in the following manner:

(1) Immediately after the casualty the Association shall obtain reliable and detailed estimate of the cost to rebuild or repair.

(2) Immediately after the determination of the amount of insurance proceeds the Association shall give to all Unit Owners notice of the casualty, the extent of the damage, the estimated cost to rebuild or repair, the amount of insurance proceeds and the estimated amount of assessments required to pay the excess of the cost of reconstruction or repair over the amount of insurance proceeds. Such notice shall call a meeting of Unit Owners to be held within 30 days from the mailing of such notice. At such meeting, the owners shall determine whether the condominium shall be terminated in accordance with the Condominium Act. In the event that the owners do not determine that the condominium will be terminated, the condominium property shall be reconstructed.

(C) **Common Elements.** The damaged Common Elements shall be reconstructed or repaired unless it is determined that the Condominium shall be terminated as elsewhere provided.

10.10 **Plans and Specifications.** Any reconstruction or repair must be substantially in

accordance with the plans and specifications for the original improvements; or if not, then according to plans and specifications approved by the Board of Directors, institutional mortgagees holding first mortgages upon the Units affected, and by the Unit Owners of not less than 2/3 of the Common Elements, including the Owners of all Units the plan for which are to be altered, which approvals shall not be unreasonably withheld.

10.11 **Responsibility.** Any portion of condominium property required to be insured by the Association against casualty shall be reconstructed, repaired or replaced as necessary by the Association as a common expense. Unit owners are responsible for the cost of reconstruction of any portion of the condominium property for which the unit owner is required to carry casualty insurance, and any such reconstruction to any unit shall be chargeable to the unit owner and enforceable as an assessment. The Association must be an additional named insured and loss payee on all casualty insurance policies issues to the unit owners. The unit owner is responsible for the costs of repair or replacement of any portion of the condominium property not paid by insurance proceeds, if such damage is caused by intentional conduct, negligence, or failure to comply with the governing documents. The Association is not obligated to pay for repair or reconstruction as a common expense if the casualty losses were known or should have been known to a unit owner and were not reported to the Association until after the insurance claim of the association for that casualty was settled or resolved with finality, or denied on the basis that it was untimely filed. The Association is not obligated to pay for any reconstruction or repair expenses due to casualty loss to any improvements installed by a current or former owner of the unit or by the developer if the improvement benefits only the unit for which it was installed and is not part of the standard improvements installed by the developer on all units as part of original construction, whether or not such improvement is located within the unit.

10.12 **Assessments.** If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair for which the Association is responsible, or if at any time during that work or upon completion of the work the funds available for the payment of the costs are insufficient, assessments shall be made by the Association against all Unit Owners in sufficient amounts to provide funds for the payment of those costs. The assessments shall be made as for a Common Expense, except that the cost of construction, reconstruction and repair occasioned by special improvement made at the request of the Owner and not common to other Units shall be assessed to the Owner of the Unit.

10.13 **Construction Funds.** The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Association and funds collected by the Association from assessments against the Unit Owners, shall be disbursed in the following manner:

(A) **Association--lesser damage.** If the amount of the estimated costs of reconstruction and repair by the Association is less than \$10,000.00 and does not involve material damage to structural parts of a building, the construction fund shall be disbursed in payment of such costs upon direction of the Board of Directors.

(B) **Association-major damage.** If the amount of the estimated costs of reconstruction and repair by the Association is more than \$10,000.00 or involves material damage to the structural parts of a building, the construction funds shall be disbursed in payment of such costs in the manner required by the Board of Directors and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(C) **Owner.** The portion, if any, of insurance proceeds representing damage for which a Unit Owner has the responsibility of reconstruction and repair shall be paid by the Association to the Unit Owner, or if there is a mortgagee endorsement as to such Unit, then

to the Unit Owner and the mortgagee jointly, who may use such proceeds as they decide.

(D) **Surplus.** It shall be presumed that the first moneys disbursed in payment costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund and in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner that is not in excess of assessments paid by such Owner into the construction fund shall not be made payable to any mortgagee.

10.14 **Responsibility of Individual Unit Owners.** It shall not be the responsibility or the duty of the Association to obtain insurance coverage upon the personal liability, personal property or living expenses of any Unit Owner, but the Unit Owner shall obtain personal liability insurance at the Owner's expense provided such insurance shall not be of such a nature to affect policies purchased by the Association. Each Unit Owner shall be responsible to obtain insurance coverage for those items that are located within their Unit boundaries for which the Unit Owner is obligated to maintain pursuant to the Condominium Act. The Association shall have the authority to require owners to provide proof of insurance, and to purchase insurance on behalf of an owner that fails to provide proof of such insurance to the extent permitted by the Condominium Act.

#### **ARTICLE XI** **INSTITUTIONAL MORTGAGEES**

The written consent of all Institutional Mortgagees shall be first obtained prior to (1) the subdivision of any Unit, (2) any change in the percentage of ownership of the Common Elements or the Common Surplus, (3) any change in the percentage of participation in the Common Expenses or assessments, (4) any change in the voting rights, (5) any change in the insurance provisions, and (6) termination of the Condominium, unless otherwise set forth by the Condominium Act.

#### **ARTICLE XII** **MAINTENANCE OF COMMUNITY INTERESTS**

In recognition of the close proximity of the Units and the mutual utilization and sharing of the Common Elements, and in order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, it shall be necessary for the Board, or its duly authorized officers, agent or committee, to approve in writing all sales, transfers by gift, devise, inheritance or otherwise; leases or occupation of a Unit before such sale, transfer, lease or occupation shall be valid and effective.

12.1 **Application for Approval: Sales, Tenancy, Occupancy.** The Association may promulgate procedures for application prior to changes in ownership, tenancy, or occupancy. Written application for such approval of all potential owners, tenants, or occupants shall contain such information as may be required by application forms promulgated by the Board and shall be accompanied by a non-refundable transfer fee as may required by regulation of the Board. This transfer fee may be up to the maximum amount allowed by Florida law. Within thirty (30) days from the receipt of the completed application information and fees, the Board of Directors shall either approve or disapprove the sale, lease, or transfer. In the event the Board fails to review the proposed sale, lease, or transfer within thirty (30) days of the receipt of said application, the sale, lease, or transfer shall be deemed approved. Any required time frame for Board approval shall not begin to accrue until the applicant has submitted all materials requested by the Board. In the event additional information is requested by the Board in order to determine whether to approve the sale or transfer, the time frame for Association response shall be tolled from the period of time the information is requested until such information is received by the Board.

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The approval must be obtained before close of any transfer, lease, or occupancy is permitted. The Association shall have the authority to perform reasonable credit and/or criminal background checks on all proposed purchasers, tenants, and occupants, and may deny sale, lease, occupancy, or other transfer based on the results of such background checks.

12.2 **Additional Leasing Provisions.** An Owner shall not lease his Condominium Unit without the prior written approval of the Board as required above. Lessees shall not become members of the Association, but shall have the ability to utilize Association property subject to the Association's restrictions. A lessee may not sublease any portion of the Unit. In the event that a proposed lease is disapproved, the Association shall have no obligation to provide alternative or substitute tenants. The Association shall have the authority to require all Owners leasing Units to provide copies of executed leases to the Association within ten (10) days after the commencement of the lease. All Owners shall provide copies of the Association's restrictions and rules and regulations prior to occupancy, and all leases shall be deemed to include a provision requiring the tenant to comply with all Association restrictions. Any occupant of a unit may be subject to Association approval, regardless of whether the Owner is benefiting financially from the occupant's use of the Unit, and shall be required to be approved by the Association as if such individual were a lessee.

12.3 **Gift, Devise, Inheritance, or Other Transfer.** If any Unit Owner shall acquire title by gift, devise, or inheritance or other means of transfer not herein set forth, the continuance of ownership and/or occupancy of the Unit shall be subject to the approval of the Association. Such Unit Owner shall give to the Association notice of his acquisition of title, together with such information concerning the Unit Owner as the Association may reasonably require, and a certified copy of the instrument evidencing the Owner's title. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Association, at its election and without notice, may approve or disapprove the transaction or ownership.

12.4 **Exempt Transfers.** The provisions of this Article shall not be applicable to Institutional First Mortgagees. However, all transfers, sales, or leases from Institutional First Mortgagees, or any occupancy subsequent to the acquisition of a unit by an Institutional First Mortgagee shall be subject to all of the application and approval procedures described herein.

12.5 **Disapproval of Proposed Transfer.** In the event that a sale or transfer is disapproved by the Association, the Association shall have no obligation to purchase the unit or to provide an alternative transferee or purchaser.

12.6 **Approval of Corporate Owner or Purchaser.** Inasmuch as the Condominium may be used only for residential purposes and a corporation cannot occupy a unit for such use, if the Unit Owner or purchaser of a Unit is a corporation, that corporation shall advise the Association in writing of the identity of the "designated occupant" of the unit, and such other information about that Occupant that the Association may reasonably require. The designated occupant may be changed by the corporate unit owner, in writing, not more frequently than once in each calendar year. The Association shall have the right to disapprove the appointment of a designated occupant and in such event the appointment of another person, acceptable to the Association, shall be made. The designated occupant shall be considered the owner of the unit for all purposes as to the lease, loan and occupancy of the unit.

### **ARTICLE XIII** **OCCUPANCY AND USE RESTRICTIONS**

The use of the Condominium Property shall be in accordance with the following provisions:

13.1 **Units.** Each of the Units shall be occupied by a single family only, and their guests, as a residence and for no other purpose. No Unit may be divided or subdivided into a smaller unit, nor shall any portion thereof be sold or otherwise transferred, without the prior written consent of the Association.

13.2 **Common Elements.** The Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Owners and occupants of the Units.

13.3 **Exterior of Building.**

(A) No Unit or Common Element may be altered in any manner by any Owner without prior written consent of the Association. In particular, no Owner, tenant or occupant of a Condominium Unit shall:

(1) use the Unit for other than single family residence purposes;

(2) paint or otherwise change the appearance of any exterior wall, door, window, patio, deck, storage area, entry or any exterior surface [except as provided in Section 13.3(B) and 7.2(A)]; place any draperies or curtains at the windows of any Unit unless the same is white and unlined or unless the same is lined with a white color material with the lining facing the exterior of the Unit; tint, color or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the building in the opinion of the Board; plant any planting outside of a Unit except upon written approval of the Board of Directors of the Association; erect any exterior lights or signs; place any signs or symbols in windows or in the Common Elements, except religious objects on the unit owner's door frame not exceeding three (3) inches in width, six (6) inches in height, and one and a half (1.5) inches deep as permitted by the Condominium Act ; erect or attach any structures or fixtures within the Common Elements; nor any of the foregoing without the prior written consent of the Board;

(3) make any structural additions or alterations (except the erection or removal of non-support carrying interior partitions wholly within the Unit) to any Unit or to the Common Elements [except as provided in Section 13.3(B) and 7.2(A)]; fasten light fixtures, shelving, pictures, mirrors, objects d'art, curtain rods, and similar household items to the walls or ceiling of a Unit unless they may be removed without substantial damage to the wall or ceiling structure; nor any of the foregoing without the prior written consent of the Board;

(4) erect, construct or maintain any garbage or refuse receptacles, or other equipment or structures on the exterior of the building or on or in any of the Common Elements, except with the written Consent of the Board;

(5) hang any laundry, garments, or other unsightly objects which are visible outside of the Unit;

(6) allow anything to remain in the common areas which would be unsightly or hazardous;

(7) lease less than an entire Unit or lease an entire Unit for a period of less than three months; or lease any Unit to which title has been taken on or after October 1, 2005 during the initial year of ownership of that unit.

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(8) park commercial vehicles, trucks, motorcycles, watercraft, campers, trailers, mobile homes and similar vehicles in any carport or parking area, except service vehicles during the time they are actually serving the Unit or Common Elements.

(9) erect, construct or maintain any antennas on the exterior of any building.

(B) Owner may enclose a patio, deck, storage area or entry constituting a part of the Limited Common Elements of Owner's Unit provided that such enclosure is designed in accordance with uniform specifications as adopted by the Association. Notwithstanding anything herein otherwise provided, in the event Owner shall accomplish such enclosure as permitted by this paragraph, the Owner shall be responsible to and shall maintain the same including, but not limited to, the exterior thereof, at all times in good order and appearance and in strict accordance with the uniform specifications as adopted by the Association.

13.4 **Nuisances.** No nuisances shall be allowed upon the Condominium Property, nor any use or practice which is the source of annoyance to residents or which interferes with residents. No loud or objectionable noises or odors shall be permitted to emanate from any Unit which may disturb adjacent Owners. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate, nor any fire hazard allowed to exist. No Owner shall permit any use of his Unit or make any use of the Common Elements or Limited Common Elements which will increase the rate of insurance upon the Condominium Property.

13.5 **Pets.** Only small manageable pets which are not considered to be a nuisance by the Association, under rules uniformly applied, and which do not exceed thirty (30) pounds in weight at maturity may be permitted to use the Condominium Common Elements, provided, however, that such pets are limited to in number to one per Unit and must be kept on a leash when on the Common Elements and further provided, that the Owner of the Unit housing such pets shall be responsible for cleaning up and removing all solid waste from such pets from the Common Elements. Exempt from this weight limitation provision of this Article as amended shall be Guide dogs as defined by Florida Laws.

13.6 **Lawful Use.** No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for the maintenance and repair of the specific property concerned.

13.7 **Regulations.** Reasonable regulations concerning the use of the Condominium Property may be made and amended from time to time by the Board of Directors, provided the regulations do not conflict with this Declaration or the By-Laws. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners and residents of the Condominium upon request. All Owners agree to abide by the Regulations and By-Laws of this Condominium.

13.8 **Rights of Association.** The Board of Directors or its designated agent shall have the right to enter any Unit after reasonable advance notice at any reasonable time to determine compliance with this Declaration, the By-Laws and regulations of the Association or to enter any Unit to maintain, alter or repair any portion of the Common Elements or to enter any Unit at any time in case of any emergency originating in or threatening any Condominium Parcel.



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13.9 **Signs.** No signs shall be displayed from a Unit or placed upon the Common Elements or displayed from a vehicle parked in the common elements without prior written approval of the Board of Directors except those of the Association.

13.10. **Unit Leases and Loans.** No unit may be leased for a term of less than three (3) months. No unit may be loaned for a term of more than three (3) weeks, nor may a unit be loaned more frequently than three (3) times in any calendar year (with a loan which begins in the previous year not counting towards that limit). A loan is the granting of permission of unit occupancy without the payment of rent, in the absence of an owner of the unit or the spouse of such owner or, if the unit is owned by a corporation, in the absence of the designated occupant or the spouse of the designated occupant. However, the occupancy of a unit by a child, grandchild, parent or grandparent of an owner or spouse of an owner of the unit shall not be considered a loan subject to the provisions hereof.

13.11 **Additional Restrictions.** No Owners, tenant, guest, or other occupant of a Unit shall do anything contrary to any Rules, Regulations and Restrictions that may be promulgated and enforced by the Board from time to time pursuant to authority granted to the Board by the Association's governing documents.

### **ARTICLE XIV** **ENFORCEMENT**

14.1 **Duty to Comply.** Each Unit Owner, his tenants and guests, and the Association shall be governed by and shall comply with the provisions of the Condominium Act, the Declaration, the Articles, the Bylaws and the Rules and Regulations.

14.2 **Waiver of Rights.** The failure of the Association or of a member to enforce any right, provision, covenant or condition which may be provided for in the condominium documents shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant or condition in the future. A provision of the Condominium Act may not be waived by a Unit Owner if the waiver would adversely affect the rights of the Owner or defeat the purpose of the provision, except that Unit Owners or Directors may waive notice of specific meetings as provided in the Bylaws. Any written instrument or instruction given by a prospective purchaser or Unit Owner to an escrow agent may be relied upon by the escrow agent, whether or not such instruction and the payment of funds thereunder might otherwise constitute a waiver of any provision of the Condominium Act.

14.3 **Attorney's Fees.** In any legal proceeding arising out of an alleged failure of a tenant, guest, occupant, Unit Owner or the Association to comply with the requirements of the Condominium Act or the condominium documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court.

14.4 **No Election of Remedies.** All rights, remedies and privileges granted to the Association or Unit Owners under any terms, provisions, covenants, or conditions of the condominium documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an action of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the condominium documents, or at law or in equity.

### **ARTICLE XV** **TERMINATION**

15.1 **Agreement and Plan of Termination.** The Condominium may be terminated at any

time in the manner provided by Section 718.117 of Condominium Act, as may be amended, or as further provided herein.

15.2 **New Condominium.** The termination of the Condominium does not bar creation of another condominium affecting all or any portion of the same property.

15.3 **Last Board.** The members of the last Board of Directors shall continue to have the powers granted in this Declaration and the Condominium Act, including without limitation the power to enter into a contract for the sale of the former Condominium Property and Association property, for the purpose of winding up the affairs of the Association.

15.4 **Provisions Survive Termination.** The provisions of this article shall be deemed covenants running with the land, and shall survive the termination of the Condominium until all matters covered by those provisions have been completed.

15.5 **Shares of Owners After Termination.** After termination of the Condominium, owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Owners.

#### **ARTICLE XVI** **AMENDMENT OF DECLARATION**

16.1 **Amendments** Except as provided in Article III for the addition of Units to the Condominium this Declaration of Condominium may be amended in the following manner:

(a) not less than 75% of the votes of the entire membership of the Board of Directors and by not less than 75% of the voting interests, casting votes in person, by proxy, or by written approval at a General Membership Meeting at which a quorum is attained or:

(b) not less than 80% of the voting interest of the Association, casting votes in person, by proxy or by written approval at a General Membership Meeting at which a quorum is attained.

16.2 **Certificate; Recording.** A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an Amendment to the Declaration, which certificate shall be in the form required by law and shall be executed by officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Manatee County.

16.3 **Correction of Errors.** If there is an unintentional omission or error in this Declaration or in other documents required by Florida law to establish the Condominium, the Association may correct the error or omission by following the procedures set forth in the Act.

16.4 **Proviso.** Provided, however, that except as otherwise provided herein, no amendment may alter the rights of any Unit Owner, unless the Owner shall consent; and no amendment shall change any Unit nor decrease the share in the Common Elements appurtenant to it, nor increase the Owner's share of the Common Expenses, unless the Owner of the Unit and all record owners of liens thereon shall join in the execution of the amendment.

**ARTICLE XVII**  
**MISCELLANEOUS**

17.1 **Severability.** The invalidity or unenforceability in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, or any exhibit attached thereto, shall not effect the remaining portions thereof.

17.2 **Applicable Statutes.** The validity, application and construction of this Declaration and its exhibits shall be governed by the Laws of Florida, particularly the Condominium Act, as it may be amended.

17.3 **Conflicts.** If there is a conflict between any provision of this Declaration and the Condominium Act, the Condominium Act shall control. In the event of any conflict, the Declaration shall take precedence over the Articles of Incorporation, Bylaws and applicable Rules and Regulations; the Articles shall take precedence over the Bylaws and applicable Rules and Regulations; and the Bylaws shall take precedence over applicable Rules and Regulations; all as amended from time to time.

17.5 **Exhibits.** There is hereby incorporated within this Declaration any materials contained in any of the Exhibits hereto which, under the Act, are required to be part of the Declaration.

17.6 **Captions.** The headings of paragraphs or sections herein, and the capitalization of certain words, are for convenience purposes only, and shall not be used to alter or interpret the provisions herein.

17.7 **Gender Neutral Language.** Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular, and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of a Condominium in accordance with the laws made and provided for same, to-wit: Chapter 718, Florida Statutes, as amended, of the State of Florida.

17.8 **Partition.** No Unit Owner shall bring, or have any right to bring, or have any right to bring, any action to partition or division of the Condominium Property, except in the event of termination of the Condominium plan of ownership.

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**CERTIFICATE OF AMENDMENT**

The undersigned officers of Condominium Owners Association of Pine Bay Forest, Inc., a Florida not-for-profit corporation, do hereby certify that the foregoing Amended and Restated Declaration of Condominium was duly proposed and approved by not less than the requisite number of the Owners in the Condominium. The undersigned further certify that this restatement and amendment to the Declaration was adopted in accordance with the Condominium Documents and applicable Florida law.

IN WITNESS WHEREOF, the Association has caused this Declaration to be signed in its name this 21 day of April, 2010.

Signed, sealed and delivered

Witnesses:

[Signature]

Print Name: Jamie Shonk

[Signature]  
Print Name: KATHIE A. BOGHI

CONDOMINIUM OWNERS ASSOCIATION OF  
PINE BAY FOREST, INC.

By: [Signature]

Print Name: PAUL R. BOSO  
As its President

Attest: [Signature]

Print Name: Gale Esposito  
As its Secretary

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 21 day of APRIL, 2010, by Gale Esposito and Paul Bosu as President and Secretary, respectively, of the Condominium Owners Association of Pine Bay Forest, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are  personally known to me or  have produced MDL (type of identification) as identification and did (did not) take an oath.

[Signature]  
Notary Public, State of Florida

My Commission Expires: 1/19/14



COMMENCE AT A RAILROAD SPIKE, MARKING THE S.E. CORNER OF THE N.E. 1/4 OF THE S.W. 1/4 OF SEC. 30, TWP. 34 S., RGE. 17 E.; THENCE N 89° 52' 40" W, ALONG THE CENTERLINE OF STATE ROAD #64 (MANATEE AVENUE), 789.94 FT. TO THE INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST R/W OF 77TH STREET W. (MAPLE STREET); THENCE N 00° 13' 31" E, ALONG SAID WEST R/W, AND SOUTHERLY EXTENSION THEREOF, 373.50 FT. TO THE INTERSECTION WITH THE NORTH R/W OF 4TH AVENUE W. (PALM AVENUE), FOR A P.O.B.; THENCE CONTINUE N 00° 13' 31" E, ALONG SAID WEST R/W, 265.07 FT. TO THE INTERSECTION WITH THE SOUTH R/W OF 3RD AVENUE W. (PALOMA AVENUE); THENCE N 89° 47' 46" W, ALONG THE SOUTH R/W OF SAID 3RD AVENUE W., 580.00 FT. TO THE INTERSECTION WITH THE EAST R/W OF 79TH STREET W. (WILLOW STREET); THENCE S 00° 13' 31" W, ALONG THE EAST R/W OF SAID 79TH STREET W., 265.90 FT. TO THE INTERSECTION WITH THE NORTH R/W OF SAID 4TH AVENUE W.; THENCE S 89° 52' 40" E, ALONG THE NORTH R/W OF SAID 4TH AVENUE W., 580.00 FT. TO THE P.O.B., BEING AND LYING IN THE N.E. 1/4 OF THE S.W. 1/4 OF SEC. 30, TWP. 34 S., RGE. 17 E., MANATEE COUNTY, FLORIDA. ALSO BEING ALL OF BLOCK "E", GRANADA TERRACE SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 157, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

COMMENCE AT A RAILROAD SPIKE, MARKING THE S.E. CORNER OF THE N.E. 1/4 OF THE S.W. 1/4 OF SEC. 30, TWP. 34 S., RGE. 17 E.; THENCE N 89° 52' 40" W, ALONG THE CENTERLINE OF STATE ROAD #64 (MANATEE AVENUE), 789.94 FT. TO THE INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST R/W OF 77TH STREET W. (MAPLE STREET); THENCE N 00° 13' 31" E, ALONG SAID WEST R/W, AND SOUTHERLY EXTENSION THEREOF, 181.75 FT. TO THE N.E. CORNER OF LOT 20, BLOCK "D", GRANADA TERRACE SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 157, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA FOR A P.O.B.; THENCE CONTINUE N 00° 13' 31" E, ALONG SAID WEST R/W, 131.75 FT. TO THE INTERSECTION WITH THE SOUTH R/W OF 4TH AVENUE W. (PALM AVENUE); THENCE N 89° 52' 40" W, ALONG THE SOUTH R/W OF SAID 4TH AVENUE W., 400.00 FT.; THENCE S 00° 13' 31" W, PARALLEL TO THE WEST R/W OF SAID 77TH STREET W., 263.50 FT. TO THE INTERSECTION WITH THE NORTH R/W OF SAID STATE ROAD #64; THENCE S 89° 52' 40" E, ALONG THE NORTH R/W OF SAID STATE ROAD #64, 275.00 FT. TO THE S.W. CORNER OF LOT 19, BLOCK "D" OF SAID GRANADA TERRACE SUBDIVISION; THENCE N 00° 13' 31" E, ALONG THE WEST LINE OF SAID LOT 19, 131.75 FT. TO THE N.W. CORNER THEREOF; THENCE S 89° 52' 40" E, ALONG THE NORTH LINE OF SAID LOTS 19 & 20, 125.00 FT. TO THE P.O.B., BEING AND LYING IN THE N.E. 1/4 OF THE S.W. 1/4 OF SEC. 30, TWP. 34 S., RGE. 17 E., MANATEE COUNTY, FLORIDA. ALSO BEING BLOCK "D" OF SAID GRANADA TERRACE SUBDIVISION, LESS LOTS 19 & 20, AND THE WEST 180.0 FT. THEREOF.

EXHIBIT A

COMMENCE AT A RAILROAD SPIKE, MARKING THE S.E. CORNER OF THE N.E. 1/4 OF THE S.W. 1/4 OF SEC. 30, TWP. 34 S., RGE. 17 E.; THENCE N 89° 52' 40" W, ALONG THE CENTERLINE OF STATE ROAD #64 (MANATEE AVENUE), 1424.94 FT. TO THE INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST R/W OF 79TH STREET WEST (WILLOW STREET); THENCE N 00° 13' 31" E, ALONG SAID WEST R/W, AND SOUTHERLY EXTENSION THEREOF, 50.00 FT. TO THE INTERSECTION WITH THE NORTH R/W OF STATE ROAD #64 (MANATEE AVENUE); THENCE N 89° 52' 40" W, ALONG THE NORTH R/W OF SAID STATE ROAD #64, 180.00 FT. FOR A P.O.B.; THENCE CONTINUE N 89° 52' 40" W, ALONG SAID NORTH R/W, 55.00 FT.; THENCE N 00° 13' 31" E, PARALLEL TO THE WEST R/W OF SAID 79TH STREET W., AND 235.0 FT. WESTERLY THEREFROM, 131.75 FT.; THENCE S 89° 52' 40" E, PARALLEL TO THE NORTH R/W OF SAID STATE ROAD #64, AND 131.75 FT. NORTHERLY THEREFROM, 55.00 FT.; THENCE S 00° 13' 31" W, PARALLEL TO THE WEST R/W OF SAID 79TH STREET W., AND 180.0 FT. WESTERLY THEREFROM, 131.75 FT. TO THE P.O.B., BEING AND LYING IN THE N.E. 1/4 OF THE S.W. 1/4 OF SEC. 30, TWP. 34 S., RGE. 17 E., MANATEE COUNTY, FLORIDA. ALSO BEING LOT 7, BLOCK "B", GRANADA TERRACE SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 157, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

COMMENCE AT A RAILROAD SPIKE, MARKING THE S.E. CORNER OF THE N.E. 1/4 OF THE S.W. 1/4 OF SEC. 30, TWP. 34 S., RGE. 17 E.; THENCE N 89° 52' 40" W, ALONG THE CENTERLINE OF STATE ROAD #64 (MANATEE AVENUE), 1369.94 FT. TO THE INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE EAST R/W OF 79TH STREET W. (WILLOW STREET); THENCE N 00° 13' 31" E, ALONG SAID EAST R/W, AND SOUTHERLY EXTENSION THEREOF, 67.00 FT. FOR A P.O.B.; THENCE CONTINUE N 00° 13' 31" E, ALONG SAID EAST R/W, 246.50 FT. TO THE INTERSECTION WITH THE SOUTH R/W OF 4TH AVENUE W. (PALM AVENUE); THENCE S 89° 52' 40" E, ALONG THE SOUTH R/W OF SAID 4TH AVENUE W., 180.00 FT.; THENCE S 00° 13' 31" W, PARALLEL TO THE EAST R/W OF SAID 79TH STREET W., AND 180.0 FT. EASTERLY THEREFROM, 263.50 FT. TO THE INTERSECTION WITH THE NORTHERLY R/W OF SAID STATE ROAD #64; THENCE N 89° 52' 40" W, ALONG THE NORTHERLY R/W OF SAID STATE ROAD #64, 164.00 FT.; THENCE N 43° 05' 14" W, ALONG SAID NORTHERLY R/W, 23.32 FT. TO THE P.O.B., BEING AND LYING IN THE N.E. 1/4 OF THE S.W. 1/4 OF SEC. 30, TWP. 34 S., RGE. 17 E., MANATEE COUNTY, FLORIDA. ALSO BEING THE WEST 180 FT. OF BLOCK "D", GRANADA TERRACE SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 157, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LESS R/W FOR STATE ROAD #64.

EXHIBIT A

COMMENCE AT A RAILROAD SPIKE, MARKING THE S.E. CORNER OF THE N.E. 1/4 OF THE S.W. 1/4 OF SEC. 30, TWP. 34 S., RGE. 17 E.; THENCE N 89° 52' 40" W, ALONG THE CENTERLINE OF STATE ROAD #64 (MANATEE AVENUE), 2059.94 FT. TO THE INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST R/W OF 81ST STREET W. (ELM STREET); THENCE N 00° 13' 31" E, ALONG SAID WEST R/W, AND SOUTHERLY EXTENSION THEREOF, 317.00 FT. FOR A P.O.B.; THENCE CONTINUE N 00° 13' 31" E, ALONG SAID WEST R/W, 73.38 FT.; THENCE N 89° 52' 40" W, PARALLEL TO THE CENTERLINE OF SAID STATE ROAD #64, AND 390.38 FT. NORTHERLY THEREFROM, 247.0 FT., MORE OR LESS, TO THE INTERSECTION WITH THE MEAN HIGH WATER LINE OF "PALMA SOLA BAY"; THENCE SOUTHWESTERLY, ALONG SAID MEAN HIGH WATER LINE, 74.0 FT., MORE OR LESS, TO THE INTERSECTION WITH A LINE PARALLEL TO AND 317.0 FT. NORTHERLY OF THE CENTERLINE OF SAID STATE ROAD #64; THENCE S 89° 52' 40" E, ALONG SAID PARALLEL LINE, 262.0 FT., MORE OR LESS, TO THE P.O.B., BEING AND LYING IN THE N.E. 1/4 OF THE S.W. 1/4 OF SEC. 30, TWP. 34 S., RGE. 17 E., MANATEE COUNTY, FLORIDA.

ALSO BEING A PORTION OF BLOCK "A", GRANADA TERRACE SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 157, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

TOGETHER WITH ANY AND ALL RIPARIAN RIGHTS THEREUNTO APPERTAINING.

COMMENCE AT A RAILROAD SPIKE, MARKING THE S.E. CORNER OF THE N.E. 1/4 OF THE S.W. 1/4 OF SEC. 30, TWP. 34 S., RGE. 17 E.; THENCE N 89° 52' 40" W, ALONG THE CENTERLINE OF STATE ROAD #64 (MANATEE AVENUE), 1424.94 FT. TO THE INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST R/W OF 79TH STREET WEST (WILLOW STREET); THENCE N 00° 13' 31" E, ALONG SAID WEST R/W, AND SOUTHERLY EXTENSION THEREOF, 67.00 FT. FOR A P.O.B.; THENCE CONTINUE N 00° 13' 31" E, ALONG SAID WEST R/W, 246.50 FT. TO THE INTERSECTION WITH THE SOUTH R/W OF 4TH AVENUE WEST (PALM AVENUE); THENCE N 89° 52' 40" W, ALONG THE SOUTH R/W OF SAID 4TH AVENUE WEST, 580.00 FT. TO THE INTERSECTION WITH THE EAST R/W OF 81ST STREET WEST (BLM STREET); THENCE S 00° 13' 31" W, ALONG THE EAST R/W OF SAID 81ST STREET WEST, 246.50 FT. TO THE INTERSECTION WITH THE NORTHERLY R/W OF SAID STATE ROAD #64; THENCE S 43° 05' 14" E, ALONG THE NORTHERLY R/W OF SAID STATE ROAD #64, 23.32 FT.; THENCE S 89° 52' 40" E, ALONG SAID NORTHERLY R/W, 548.00 FT.; THENCE N 43° 26' 28" E, ALONG SAID NORTHERLY R/W, 23.37 FT. TO THE P.O.B., BEING AND LYING IN THE N.E. 1/4 OF THE S.W. 1/4 OF SEC. 30, TWP. 34 S., RGE. 17 E., MANATEE COUNTY, FLORIDA. ALSO BEING ALL OF BLOCK "B", GRANADA TERRACE SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 157, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LESS R/W FOR STATE ROAD #64.

LESS AND EXCEPT:

COMMENCE AT A RAILROAD SPIKE, MARKING THE S.E. CORNER OF THE N.E. 1/4 OF THE S.W. 1/4 OF SEC. 30, TWP. 34 S., RGE. 17 E.; THENCE N 89° 52' 40" W, ALONG THE CENTERLINE OF STATE ROAD #64 (MANATEE AVENUE), 1424.94 FT. TO THE INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST R/W OF 79TH STREET WEST (WILLOW STREET); THENCE N 00° 13' 31" E, ALONG SAID WEST R/W, AND SOUTHERLY EXTENSION THEREOF, 50.00 FT. TO THE INTERSECTION WITH THE NORTH R/W OF STATE ROAD #64 (MANATEE AVENUE); THENCE N 89° 52' 40" W, ALONG THE NORTH R/W OF SAID STATE ROAD #64, 180.00 FT. FOR A P.O.B.; THENCE CONTINUE N 89° 52' 40" W, ALONG SAID NORTH R/W, 55.00 FT.; THENCE N 00° 13' 31" E, PARALLEL TO THE WEST R/W OF SAID 79TH STREET W., AND 235.0 FT. WESTERLY THEREFROM, 131.75 FT.; THENCE S 89° 52' 40" E, PARALLEL TO THE NORTH R/W OF SAID STATE ROAD #64, AND 131.75 FT. NORTHERLY THEREFROM, 55.00 FT.; THENCE S 00° 13' 31" W, PARALLEL TO THE WEST R/W OF SAID 79TH STREET W., AND 180.0 FT. WESTERLY THEREFROM, 131.75 FT. TO THE P.O.B., BEING AND LYING IN THE N.E. 1/4 OF THE S.W. 1/4 OF SEC. 30, TWP. 34 S., RGE. 17 E., MANATEE COUNTY, FLORIDA. ALSO BEING LOT 7, BLOCK "B", GRANADA TERRACE SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 157, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.



COMMENCE AT A RAILROAD SPIKE, MARKING THE S.E. CORNER OF THE N.E. 1/4 OF THE S.W. 1/4 OF SEC. 30, TWP. 34 S., RGE. 17 E.; THENCE N 89° 52' 40" W, ALONG THE CENTERLINE OF STATE ROAD #64 (MANATEE AVENUE), 1424.94 FT. TO THE INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST R/W OF 79TH STREET WEST (WILLOW STREET); THENCE N 00° 13' 31" E, ALONG SAID WEST R/W, AND SOUTHERLY EXTENSION THEREOF, 373.50 FT. TO THE INTERSECTION WITH THE NORTH R/W OF 4TH AVENUE WEST (PALM AVENUE), FOR A P.O.B.; THENCE CONTINUE N 00° 13' 31" E, ALONG SAID WEST R/W, 265.97 FT. TO THE INTERSECTION WITH THE SOUTH R/W OF 3RD AVENUE WEST (PALOMA AVENUE); THENCE N 89° 47' 46" W, ALONG THE SOUTH R/W OF SAID 3RD AVENUE WEST, 580.00 FT. TO THE INTERSECTION WITH THE EAST R/W OF 81ST STREET WEST (ELM STREET); THENCE S 00° 13' 31" W, ALONG THE EAST R/W OF SAID 81ST STREET WEST, 266.80 FT. TO THE INTERSECTION WITH THE NORTH R/W OF SAID 4TH AVENUE WEST; THENCE S 89° 52' 40" E, ALONG THE NORTH R/W OF SAID 4TH AVENUE WEST, 580.00 FT. TO THE P.O.B., BEING AND LYING IN THE N.E. 1/4 OF THE S.W. 1/4 OF SEC. 30, TWP. 34 S., RGE. 17 E., MANATEE COUNTY, FLORIDA. ALSO BEING ALL OF BLOCK "C", GRANADA TERRACE SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 157, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

COMMENCE AT A RAILROAD SPIKE, MARKING THE S.E. CORNER OF THE N.E. 1/4 OF THE S.W. 1/4 OF SEC. 30, TWP. 34 S., RGE. 17 E.; THENCE N 89° 52' 40" W, ALONG THE CENTERLINE OF STATE ROAD #64 (MANATEE AVENUE), 35.00 FT. TO THE INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE OCCUPIED WEST R/W OF 75TH STREET W.; THENCE N 00° 00' 02" W, ALONG THE SOUTHERLY EXTENSION OF SAID OCCUPIED WEST R/W, 50.00 FT. FOR A P.O.B.; THENCE CONTINUE N 00° 00' 02" W, ALONG SAID OCCUPIED WEST R/W, PARALLEL TO THE EAST LINE OF SAID N.E. 1/4 OF THE S.W. 1/4, AND 35.0 FT. WESTERLY THEREFROM, 263.50 FT. TO THE INTERSECTION WITH THE SOUTH R/W OF 4TH AVENUE W. (PALM AVENUE); THENCE N 89° 52' 40" W, ALONG THE SOUTH R/W OF SAID 4TH AVENUE W., 698.70 FT. TO THE INTERSECTION WITH THE EAST R/W OF 77TH STREET W. (MAPLE STREET); THENCE S 00° 13' 31" W, ALONG THE EAST R/W OF SAID 77TH STREET W., 246.50 FT. TO THE INTERSECTION WITH THE NORTHERLY R/W OF SAID STATE ROAD #64; THENCE S 43° 05' 14" E, ALONG SAID NORTHERLY R/W, 23.32 FT.; THENCE S 89° 52' 40" E, ALONG SAID NORTHERLY R/W, 683.74 FT. TO THE P.O.B., BEING AND LYING IN THE N.E. 1/4 OF THE S.W. 1/4 OF SEC. 30, TWP. 34 S., RGE. 17 E., MANATEE COUNTY, FLORIDA.

ALSO BEING BLOCK "F", GRANADA TERRACE SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 157, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LESS R/W FOR STATE ROAD #64.

COMMENCE AT A RAILROAD SPIKE, MARKING THE S.E. CORNER OF THE N.E. 1/4 OF THE S.W. 1/4 OF SEC. 30, TWP. 34 S., RGE. 17 E.; THENCE N 89° 52' 40" W, ALONG THE CENTERLINE OF STATE ROAD #64 (MANATEE AVENUE), 35.00 FT. TO THE INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE OCCUPIED WEST R/W OF 75TH STREET W. (PALMA SOLA ROAD); THENCE N 00° 00' 02" W, ALONG SAID OCCUPIED WEST R/W, AND SOUTHERLY EXTENSION THEREOF, PARALLEL TO THE EAST LINE OF SAID N.E. 1/4 OF THE S.W. 1/4, and 35.0 FT. THEREFROM, 373.50 FT. TO THE INTERSECTION WITH THE NORTH R/W OF 4TH AVENUE W. (PALM AVENUE), FOR A P.O.B.; THENCE CONTINUE N 00° 00' 02" W, ALONG SAID OCCUPIED WEST R/W, 264.00 FT. TO THE INTERSECTION WITH THE SOUTH R/W OF 3RD AVENUE W. (PALOMA AVENUE); THENCE N 89° 47' 46" W, ALONG THE SOUTH R/W OF SAID 3RD AVENUE W., 697.42 FT. TO THE INTERSECTION WITH THE EAST R/W OF 77TH STREET W. (MAPLE STREET); THENCE S 00° 13' 31" W, ALONG THE EAST R/W OF SAID 77TH STREET W., 265.00 FT. TO THE INTERSECTION WITH THE NORTH R/W OF SAID 4TH AVENUE W.; THENCE S 89° 52' 40" E, ALONG THE NORTH R/W OF SAID 4TH AVENUE W., 698.46 FT. TO THE P.O.B., BEING AND LYING IN THE N.E. 1/4 OF THE S.W. 1/4 OF SEC. 30, TWP. 34 S., RGE. 17 E., MANATEE COUNTY, FLORIDA. ALSO BEING ALL OF BLOCK "G", GRANADA TERRACE SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 157, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

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EXHIBIT A

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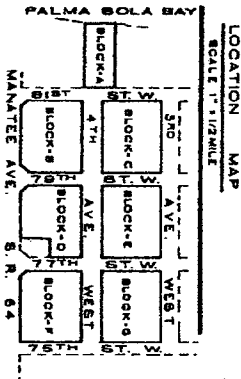
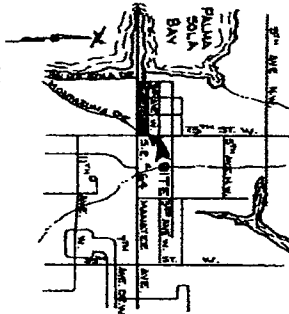
# PINE BAY FOREST CONDOMINIUM A CONDOMINIUM

## LEGAL DESCRIPTION (OVERALL)

ALL OF BLOCKS B, C, D, E, F, G, H AND BLOCK I, 1239 LOTS 19 AND 20 (GARDNA TERRACE SUBDIVISION, U.S. GOVERNMENT LOT 2, RECORDS, TOWNSHIP 24 SOUTH, RANGE 17 EAST, AS RECORDED IN PLAT BOOK 2, PAGE 157, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA), LESS ROAD RIGHTS OF WAY OF RECORD FOR STATE ROAD 664 (MANATEE AVENUE), ALSO THE FOLLOWING DESCRIBED PIECE OF LAND TO WIT: COMMENCE OF A BALROAD SPINE, HEREIN THE SOUTHEAST CORNER OF U.S. GOVERNMENT LOT 2, SECTION 30, TOWNSHIP 24 SOUTH, RANGE 17 EAST, THENCE N89° 52' 40" W, ALONG THE CENTERLINE OF STATE ROAD 664 (MANATEE AVENUE), 2099.24 FEET TO THE INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST RIGHT OF WAY OF SAID STREET WEST (EVA STREET), THENCE N00° 15' 31" E, ALONG SAID WEST RIGHT OF WAY, AND SOUTHERLY EXTENSION THEREOF, 317.00 FEET FOR A P.O.B.; THENCE CONTINUE N00° 15' 31" E, ALONG SAID WEST RIGHT OF WAY 73.36 FEET, THENCE N09° 52' 40" W, PARALLEL TO THE CENTERLINE OF SAID STATE ROAD 664, AND 290.28 FEET NORTHERLY THEREFROM, 247 FEET, MORE OR LESS TO THE INTERSECTION WITH THE MIDDLE HIGH WATER LINE OF PALMA SOLA BAY, THENCE SOUTH-WESTERLY, ALONG SAID MIDDLE HIGH WATERLINE, 74 FEET, MORE OR LESS, TO THE INTERSECTION WITH A LINE PARALLEL TO AND 57.00 FEET NORTHERLY OF THE CENTERLINE OF SAID STATE ROAD 664; THENCE S89° 52' 40" E, ALONG SAID PARALLEL LINE 222 FEET, MORE OR LESS TO THE P.O.B., BEING AND LYING IN U.S. GOVERNMENT LOT 2, SECTION 30, TOWNSHIP 24 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA, ALSO BEING A PORTION OF BLOCK "A", GARDNA TERRACE SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 157, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, TOGETHER WITH ANY AND ALL BIPEDAL RIGHTS THEREAFTER APPERTAINING, CONTAINING WITHIN SAID BOUNDS 22,406 ACRES.

SEC. 30, TWP. 24 S., RGE. 17 E.  
MANATEE COUNTY, FLORIDA

EXHIBIT "A"



## UNIT BOUNDARIES

EACH UNIT SHALL BE THAT PART OF THE BUILDING CONTAINING THE UNIT THAT LIES WITHIN THE FOLLOWING BOUNDARIES OF THE UNIT:

### UPPER BOUNDARY

THE UPPER BOUNDARY OF A UNIT SHALL BE THE HORIZONTAL PLANE (OR INCLINED PLANE, AS THE CASE MAY BE) OF THE LOWEST SURFACE OF THE UNDECORATED CEILING EXTENDED TO THE INTERSECTION WITH THE PERIMETRICAL BOUNDARIES.

### LOWER BOUNDARY

THE LOWER BOUNDARY OF A UNIT SHALL BE THE HORIZONTAL PLANE OF THE UPPER SURFACE OF THE UNDECORATED FINISHED SLAB EXTENDED TO THE INTERSECTION WITH THE PERIMETRICAL BOUNDARIES.

### PERIMETRICAL BOUNDARIES

THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE UNDECORATED FINISHED INTERIOR OF THE WALLS BOUNDING THE UNIT EXTENDED TO THE INTERSECTIONS WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES.

## NOTE

- 1 ALL REMAINS ON THIS PLAT TO REFER TO AN ASSUMED MERRILL.
- 2 ALL SURVING TIES ARE 90° TO PROPERTY LINE.
- 3 THE PLANNING SPACES AND LIMITED COMMON ARE SPECIFICALLY LOCATED AS SHOWN AND NOT SPECIFICALLY LOCATED.
- 4 ELEVATIONS ARE BASED ON U.S.C. (84).

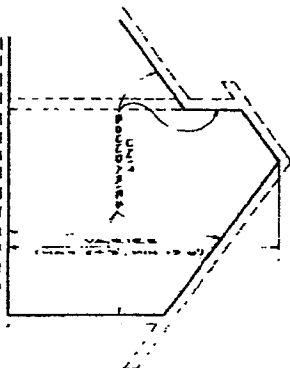
## SURVEYOR'S CERTIFICATE

I, THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE ABOVE PLAT IS A TRUE REPRESENTATION OF THE LAND AS SHOWN AND DESCRIBED, AND THAT ALL BEARINGS, ANGLES AND DISTANCES ARE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

PURSUANT TO CHAPTER 719.104, FLORIDA STATUTES (1), I ALSO HEREBY CERTIFY THAT THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS ON THE LAND, AS SHOWN ON THIS PLAT, ARE NOT SUBSTANTIALLY COMPLETE AS OF MARCH 10, 1980.

DATE OF SIGNATURE: 03/11/80

*Don C. Zoller*  
DON C. ZOLLER



ZOLLER & NAUJAR ENGINEERING, INC.  
NO SCALE

LEGAL DESCRIPTION

BLOCK "B" - PHASE "B" Description of land that was included in phase "B" of subdivision of a certain tract, situated in the City of Miami, Dade County, Florida, to-wit: ...

BLOCK "C" - PHASE "C" Description of land that was included in phase "C" of subdivision of a certain tract, situated in the City of Miami, Dade County, Florida, to-wit: ...

BLOCK "D" - PHASE "A" Description of land that was included in phase "A" of subdivision of a certain tract, situated in the City of Miami, Dade County, Florida, to-wit: ...

CONDOMINIUM BOOK PAGE SHEET OF

PINE BAY FOREST CONDOMINIUM

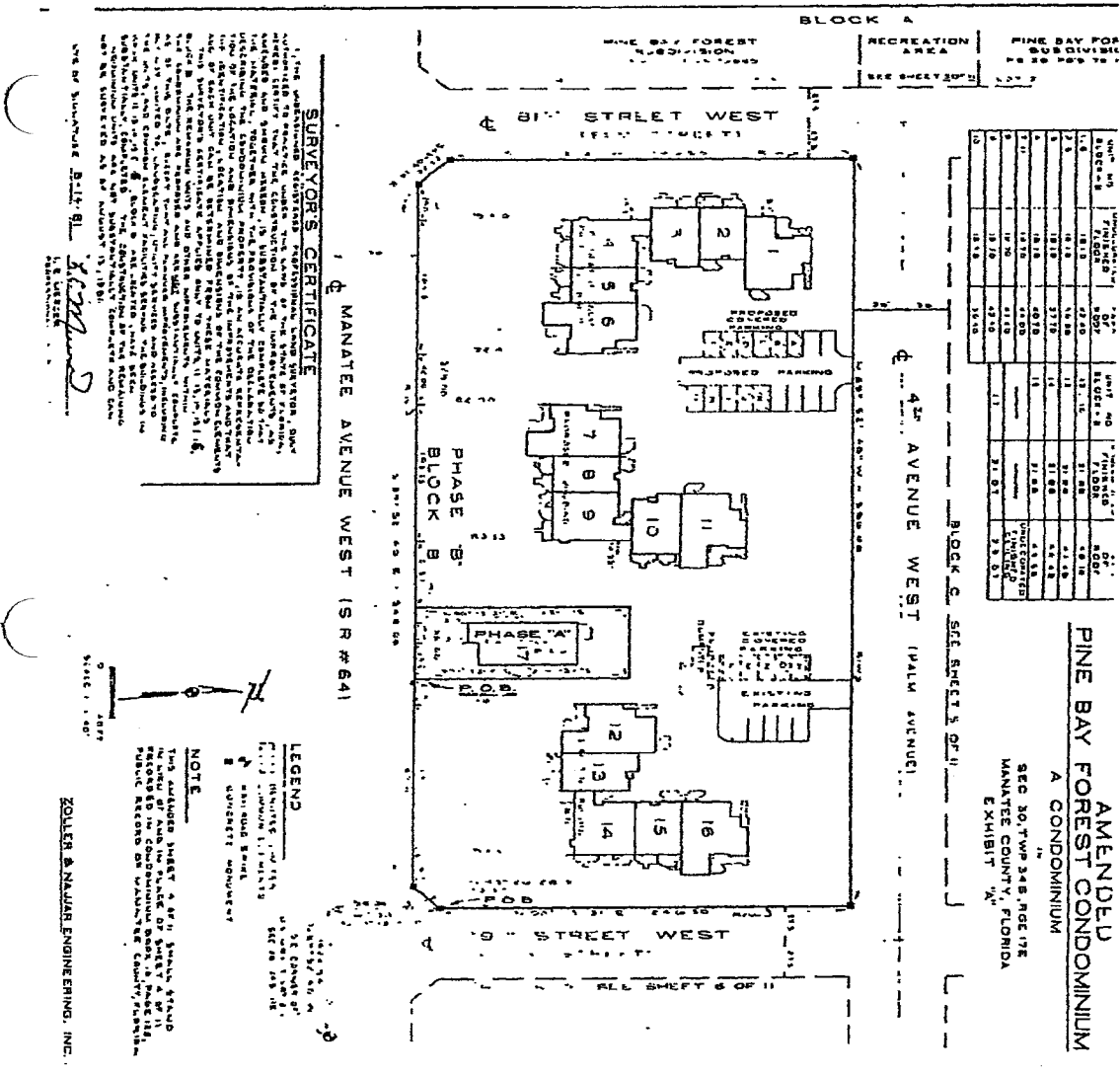
A CONDOMINIUM IN SEC. 30, TWP. 34S, RGE. 17E MANATEE COUNTY, FLORIDA EXHIBIT "A"

LEGAL DESCRIPTION

BLOCK "E" - PHASE "A" Description of land that was included in phase "A" of subdivision of a certain tract, situated in the City of Miami, Dade County, Florida, to-wit: ...

BLOCK "F" - PHASE "D" Description of land that was included in phase "D" of subdivision of a certain tract, situated in the City of Miami, Dade County, Florida, to-wit: ...





**AMENDED  
 PINE BAY FOREST CONDOMINIUM  
 A CONDOMINIUM**

SEC. 30, TWP. 34 S., RGE. 17 E.  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT 'A'

EXHIBIT A

ZOLLER & NALLAR ENGINEERING, INC.

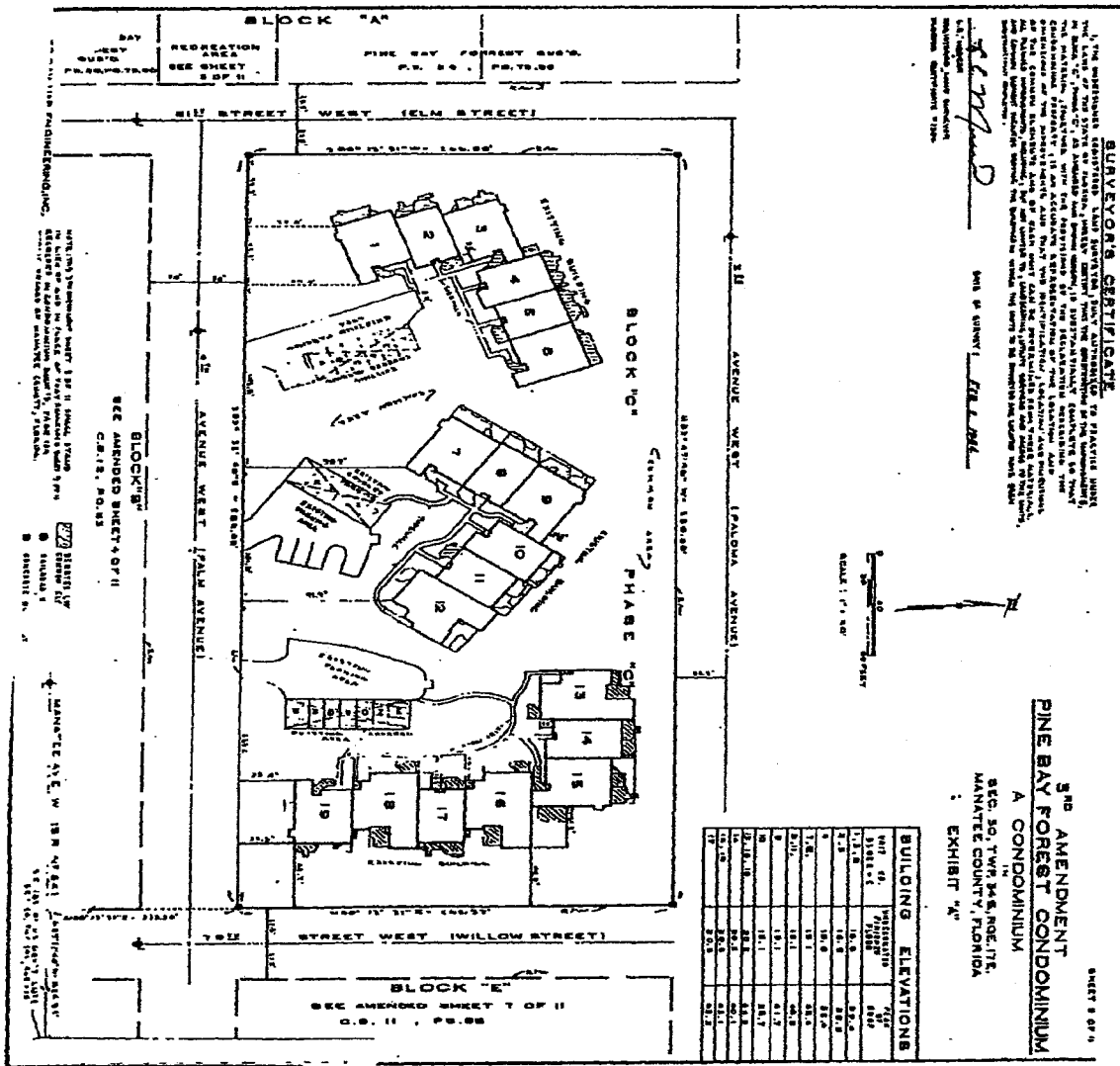


EXHIBIT A



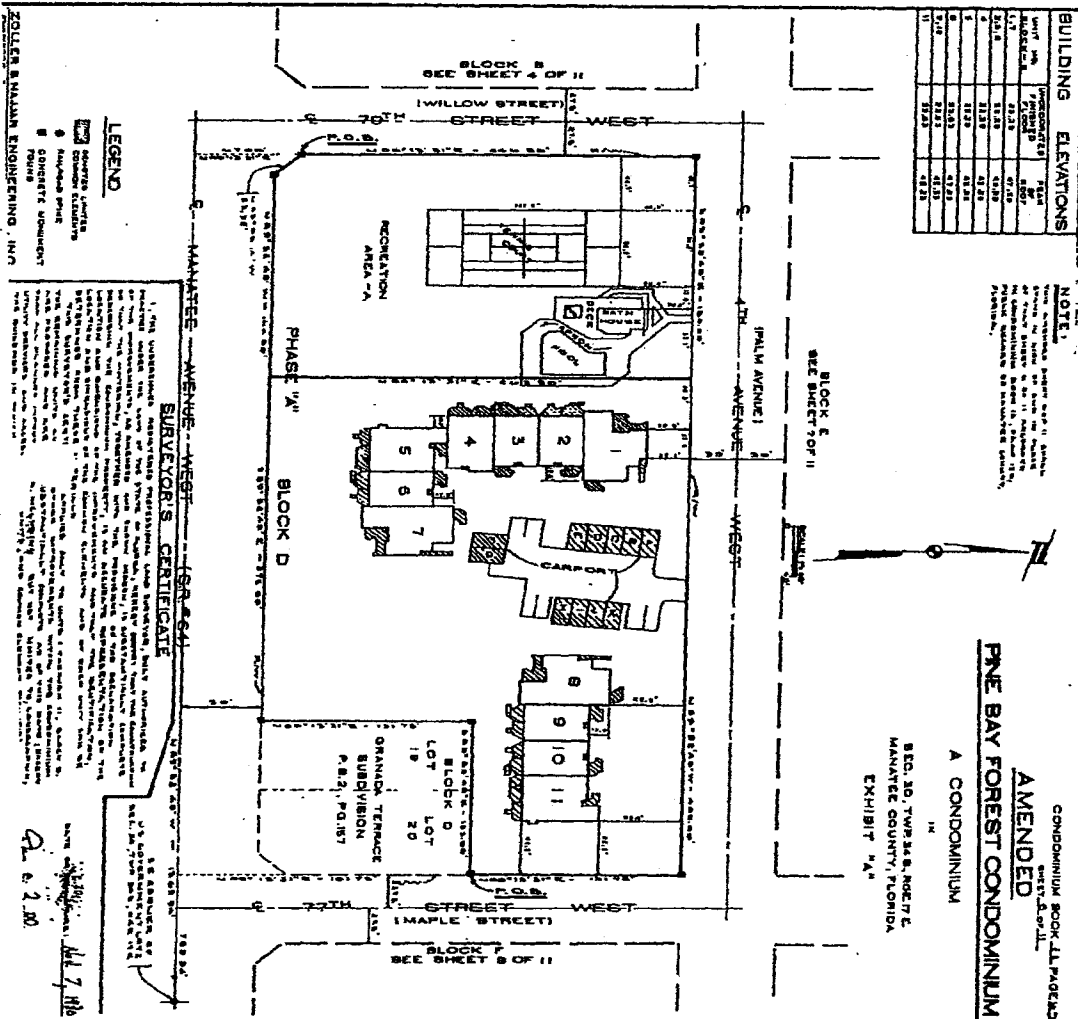
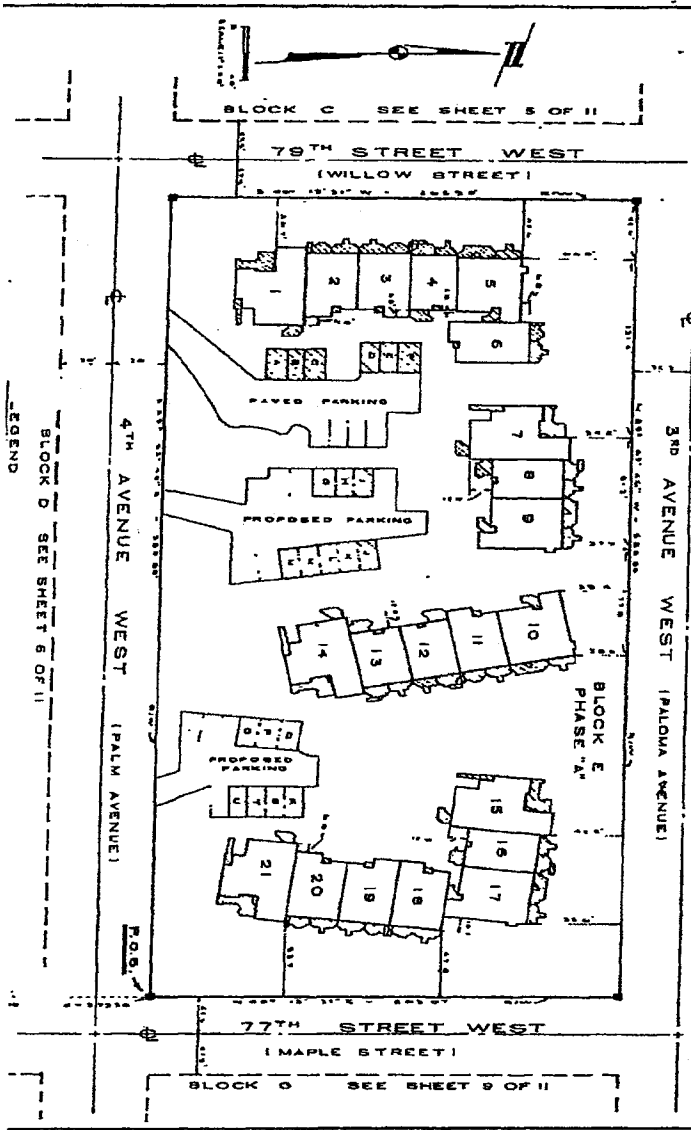


EXHIBIT A



APPROVED TO REGISTER UNDER THE NAME OF THE STATE OF FLORIDA, COUNTY OF MANATEE, CITY OF PALM BAY, FLORIDA, THE PINE BAY FOREST CONDOMINIUM, PHASE 'A', AS SHOWN ON THE ATTACHED PLANS, THE CONDOMINIUM REGISTRY, AS AN ASSUMED ASSOCIATION OF UNIT OWNERS, TO BE INCORPORATED UNDER THE PROVISIONS OF THE FLORIDA CONDOMINIUM ACT, CHAPTER 718, F.S., AND AS EACH UNIT SHALL BE REPRESENTED BY ONE VOTE.

THE ASSOCIATION HAS BEEN APPROVED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION OF UNIT OWNERS, AS SHOWN ON THE ATTACHED PLANS, AND THE ASSOCIATION HAS BEEN APPROVED BY THE BOARD OF DIRECTORS OF THE ASSOCIATION OF UNIT OWNERS, AS SHOWN ON THE ATTACHED PLANS.

DATE OF SIGNATURE: 12/15/81

BY: [Signature]

STATE OF FLORIDA  
 COUNTY OF MANATEE  
 CITY OF PALM BAY

UNIT NO.	BUILDING		ELEVATIONS	
	UNFINISHED FLOOR	FINISHED FLOOR	UNIT NO. FINISHED FLOOR	FINISHED FLOOR
1	21.15	21.15	11	21.15
2	21.15	21.15	12	21.15
3	21.15	21.15	13	21.15
4	21.15	21.15	14	21.15
5	21.15	21.15	15	21.15
6	21.15	21.15	16	21.15
7	21.15	21.15	17	21.15
8	21.15	21.15	18	21.15
9	21.15	21.15	19	21.15
10	21.15	21.15	20	21.15
11	21.15	21.15	21	21.15

REVISED 12/20/81  
 12/15/81

**AMENDED  
 PINE BAY FOREST CONDOMINIUM  
 A CONDOMINIUM**

SEC. 30, TWP. 34S, RGE. 17E  
 MANATEE COUNTY, FLORIDA

EXHIBIT "A"

**NOTE:**  
 THIS CONDENSED SHEET IS OF A SMALL SCALE AND IS NOT TO BE USED FOR THE PURPOSES OF RECORDING OR FOR THE PURPOSES OF RECORDING. THE FULL SCALE SHEET IS AVAILABLE FOR SALE BY THE RECORDING OFFICE.

EXHIBIT A

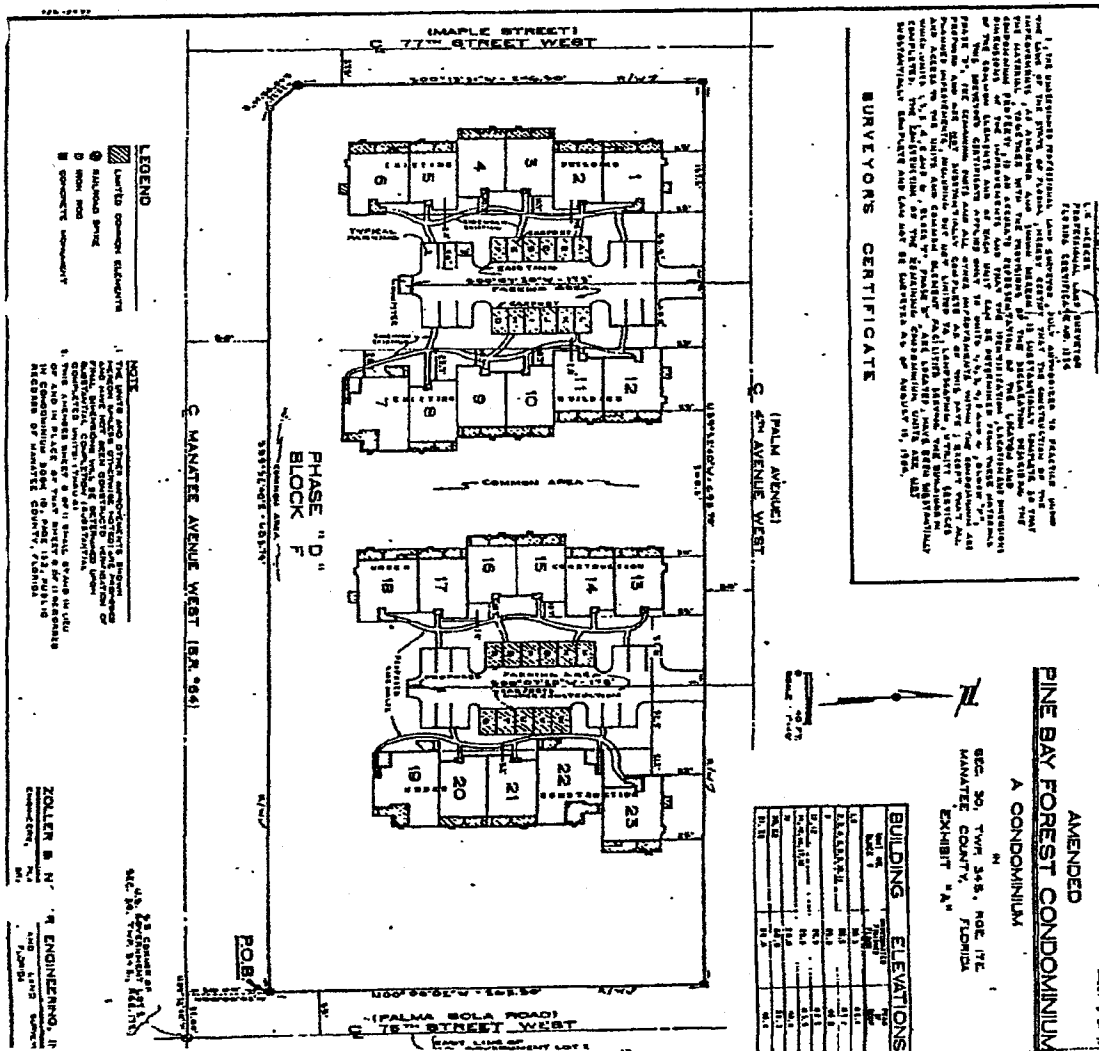
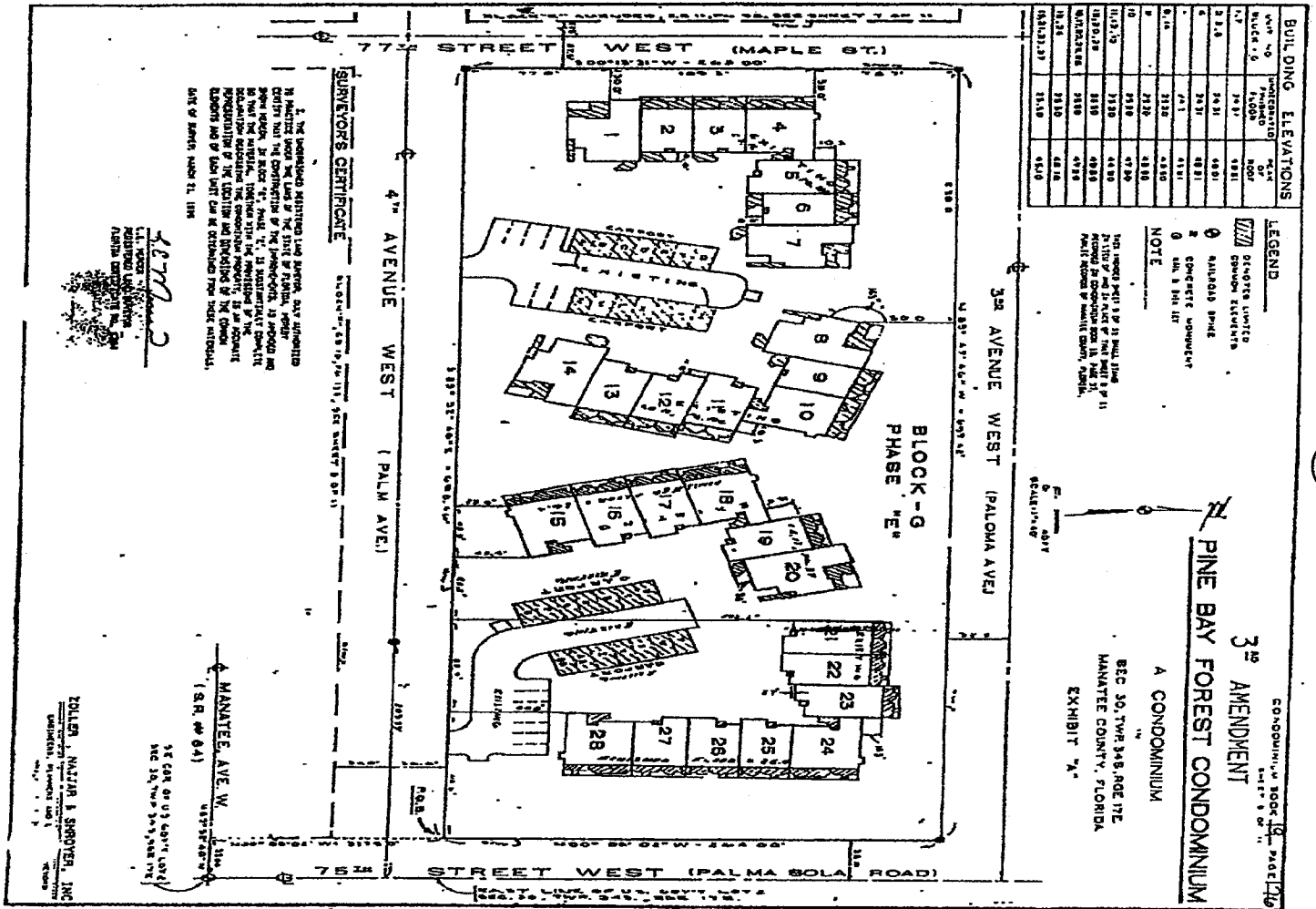


EXHIBIT A



BUILDING ELEVATIONS			
UNIT NO.	UNDERGROUND FINISH	FLOOR FINISH	CEILING FINISH
1-6	1842'	1842'	1842'
7-8	1842'	1842'	1842'
9-10	1842'	1842'	1842'
11-12	1842'	1842'	1842'
13-14	1842'	1842'	1842'
15-16	1842'	1842'	1842'
17-18	1842'	1842'	1842'
19-20	1842'	1842'	1842'
21-22	1842'	1842'	1842'
23-24	1842'	1842'	1842'
25-26	1842'	1842'	1842'
27-28	1842'	1842'	1842'

**LEGEND**  
 [Hatched] GROUND UNITS  
 [Dotted] GROUND UNITS  
 [Circle with dot] BALCONY SPACES  
 [Square with dot] GARAGE UNITS  
 [Circle with slash] UNIT & HALLS

**NOTE**  
 THE HEIGHTS OF THE BUILDING SHALL BE AS SHOWN ON THE PLAN. THE HEIGHTS OF THE BUILDING SHALL BE AS SHOWN ON THE PLAN. THE HEIGHTS OF THE BUILDING SHALL BE AS SHOWN ON THE PLAN.

CONDOMINIUM BOOK 18, PAGE 126  
 3<sup>RD</sup> AMENDMENT  
 PINE BAY FOREST CONDOMINIUM  
 A CONDOMINIUM  
 REC. 30, TYPE 348, REG. 176  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"

**SURVEYOR'S CERTIFICATE**

1. The foregoing platting and survey, and all instruments thereon, were prepared by me, or under my direct supervision and control, and I am a duly licensed and qualified surveyor in the State of Florida.

2. I am not the author, preparer or compiler of any material that is false or misleading, and I am not aware of any such material being used in the preparation of this survey.

3. I have read the platting and survey, and I certify that it is true and correct, and that it complies with the provisions of the laws of the State of Florida.

4. I have read the platting and survey, and I certify that it is true and correct, and that it complies with the provisions of the laws of the State of Florida.

DATED at Manatee, Florida, this 11th day of March, 1984.

\_\_\_\_\_  
 Surveyor

11th day of March, 1984  
 Manatee, Florida

MANATEE, AVE. W.  
 (S.R. # 64)

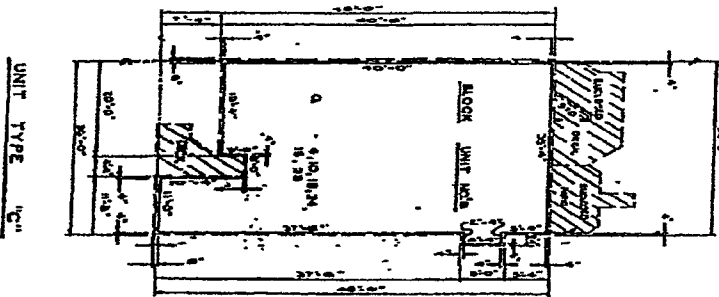
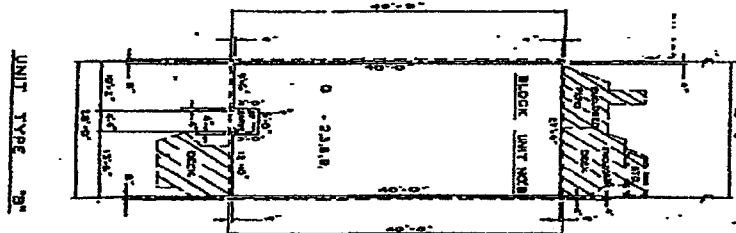
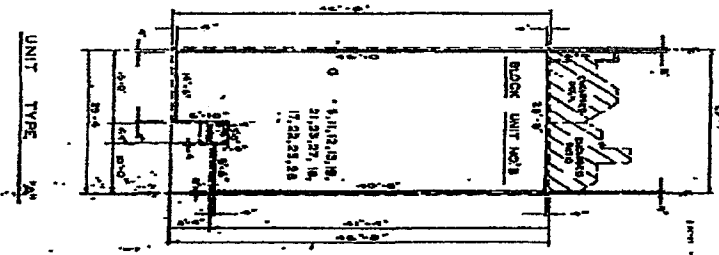
35' 0" OF U.S. GOVT. LAND  
 SEC. 28, TWP. 30 S., RANG. 17 E.

TOLLEN, NALLER & SHROVER, INC.  
 ENGINEERS, SURVEYORS AND ARCHITECTS  
 1115 1/2 AVENUE WEST  
 MANATEE, FLORIDA 34447

EXHIBIT A

CONDOMINIUM BOOK 11 PAGE 1277  
 SHEET 25 OF 31  
**3<sup>RD</sup> AMENDMENT**  
**PINE BAY FOREST CONDOMINIUM**  
 IN  
**A CONDOMINIUM**

REC. 30, TWP. 34S, RGE. 2E  
 MANATEE COUNTY, FLORIDA  
 EXHIBIT "A"



NOTE:  
 Dimensions shown are for 1/2" scale floor  
 plan. All dimensions are subject to field  
 verification. In the event of any discrepancy,  
 the field report of the surveyor shall prevail.

**LEGEND:**

Concrete Landing  
 Concrete Enclosure  
 Original Contour  
 or Part Wall

**GRAPHIC DESCRIPTION**  
 UNIT

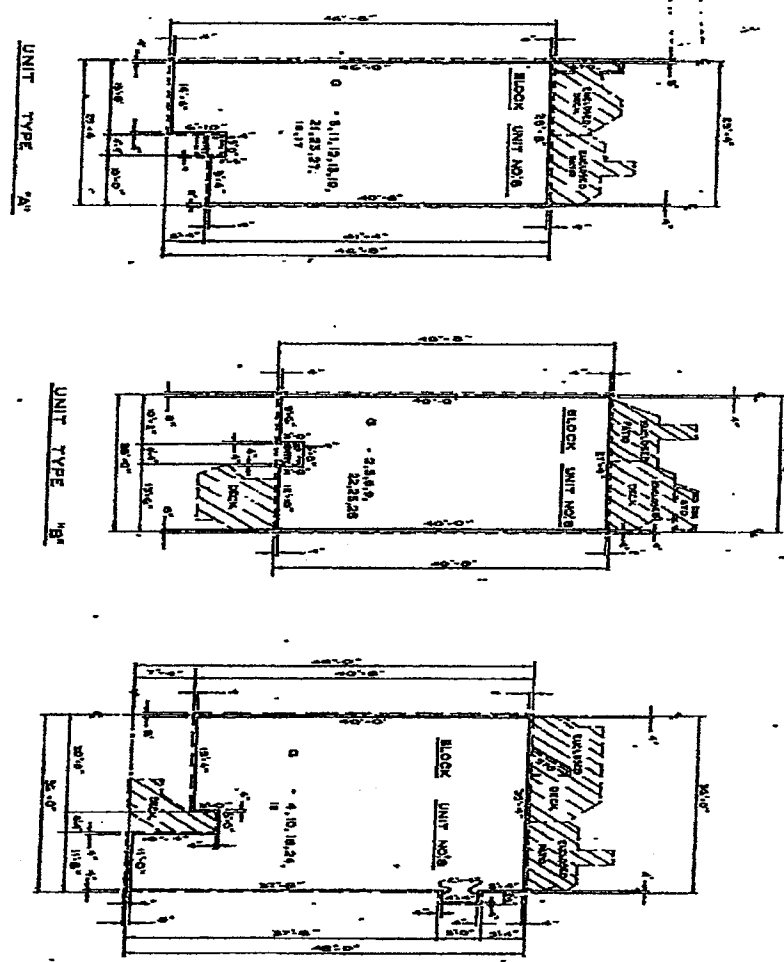
**ROLLER, MIZZAN & SPROWEN, INC.**  
 10000 Highway 19, Suite 100  
 Manatee County, Florida 34454  
 813-747-1111

**EXHIBIT A**

**2<sup>nd</sup> AMENDMENT**  
**PINE BAY FOREST CONDOMINIUM**

A CONDOMINIUM

REG. 30,719, 346, ROLETTE  
MANATEE COUNTY, FLORIDA  
EXHIBIT "A"



**NOTE:**  
OWNER SHALL BE AT ALL TIMES  
RESPONSIBLE FOR THE MAINTENANCE  
AND REPAIRS OF THE UNIT AND  
ALLS OTHER BY MANATEE COUNTY, FLORIDA.

**LEGEND:**

- Balcony Landscaping
- Common Elements
- Owners Certificate
- Dry Matter Wall
- Owners Storage Area

**GRAPHIC DESCRIPTION**  
SCALE: 1/8" = 1'-0"

**ZOLLER, NAZZARI & SHROYER, INC.**  
ARCHITECTS, PLANNERS AND LAND SURVEYORS  
TAMPA, FLORIDA

**EXHIBIT A**

748038

747510

DECLARATION  
OF  
EASEMENT

THIS DECLARATION OF EASEMENT made this 27<sup>th</sup> day of MARCH, 1980, by and between NATIONAL DEVELOPMENT CORPORATION, a Pennsylvania corporation ("National") and R. S. Olson, individually and as Trustee ("Olson").

RECITALS

A. National is (i) the owner of the properties described as Parcels I, II, III, IV and V on Exhibit A-1 attached (the "Condominium Property"), (ii) submitting same to Condominium Ownership, pursuant to Chapter 718, Florida Statutes, and (iii) constructing or plans to construct on the Condominium Property a residential condominium development to be called "Pine Bay Forest Condominium" consisting of thirty-three (33) individual dwelling units, two recreation areas hereafter referred to as Recreation Area "A" and Recreation Area "B" (Recreation Area "A" being the property described on Exhibit A-1 as Parcel IV and Recreation Area "B" being the property described on Exhibit A-1 as Parcel V), together with a swimming pool, cabana, sauna, tennis court and therapy spa to be erected on Recreation Area "A", all as shown on Exhibit A attached. National is also the owner of the properties described on Exhibits A-2, A-3, A-4 and A-5 attached and intends, in the Declaration creating Pine Bay Forest Condominium, to reserve the right to include some or all of such properties as additional phases of such condominium development. (The Condominium Property together with all of the properties described on Exhibits A-2, A-3, A-4 and A-5 which are hereafter included as additional phases of such condominium development are hereinafter referred to as the "Condominium Lands". Recreation Areas "A" and "B" together with such swimming pool, cabana, sauna, tennis court and therapy spa are hereinafter referred to as the "Recreation Facilities").

B. Adjoining or in the immediate proximity of a portion of the Condominium Lands are two parcels of land which parcels are (i) owned by Olson and (ii) more particularly described as Parcels 1 and 2 on Exhibit I-A attached (the "Two Parcels"). Olson intends to divide each of the Two Parcels into two residential lots or parcels, thereby making a total of four lots (the "Four Lots"). Each of the Four Lots, as such term is herein defined, will consist of a portion of one of the Two Parcels as subdivided by the deed of Olson plus such other land as may hereafter be contiguous thereto and owned by the owner of such lot. (The term "lot" as herein used shall mean and refer to one of the Four Lots).

C. It is desired to make provision for the occupants, from time to time, of each of the Four Lots and their respective guests, to be able to use the Recreation Facilities.

NOW, THEREFORE, National does hereby declare this Declaration of Easement and does agree with Olson, for the use and benefit of each of the Four Lots, as follows: (a) that the Condominium Lands and all portions thereof that shall hereafter constitute a part thereof shall be subject to each and every of the terms and provisions hereof, and all those acquiring any interest in the Condominium Lands shall take title subject to the provisions hereof and shall abide by the same, (b) to build, erect and complete, or cause to be built, erected and completed, within one year following date hereof, the swimming pool, cabana, sauna, tennis court and therapy spa as shown on Exhibit A, (c) that the occupants, from time to time, of each of the Four Lots and their respective guests, shall and do have and hold a non-exclusive easement, license and privilege on, over and across the Recreation Facilities for the purpose of utilizing the same, subject to and in accordance with the following terms and conditions:

O.R. 982 PG 757

O.R. 981 PG 3745

Being re-recorded to show exhibits

1. The Recreation Facilities shall be used only for the purposes for which they are intended and for no other purposes. The reasonable rules and regulations for the use thereof, adopted from time to time by the Condominium Association established and responsible for the operation of the Condominium Lands, and which rules and regulations shall apply to all of the owners of Units on the Condominium Lands [such Condominium Association being hereinafter called the "Condominium Owners Association of Pine Bay Forest, Inc."] shall apply to and be observed by all parties benefiting from or acquiring title subject to this Declaration of Easement.

2. The Condominium Owners Association of Pine Bay Forest, Inc. shall, during the term of this Easement, maintain the Recreation Facilities, and each of them, in good order and condition.

3. The owner of each Lot shall pay to the Condominium Owners Association of Pine Bay Forest, Inc. quarter-annually during the term of this Declaration of Easement as and for each such owner's agreed share of such expenses for maintaining the Recreation Facilities an amount (the "Recreation Assessment") equal to the amount reasonably budgeted by such Association for the expense of maintaining the Recreation Facilities for such quarter-annual period multiplied by a fraction, in which the numerator shall be one (1) and the denominator shall be the aggregate of (i) the number of Units constructed and completed on the Condominium Lands as of the inception of such quarter-annual period, plus (ii) the number four (4), but less the number of the Four Lots which have elected, as hereinafter provided, not to utilize the Recreation Facilities during such quarter-annual period. Payment pursuant hereto by each owner of a Lot responsible therefor shall be due the later of (i) fifteen (15) days after mailing of bill therefor by the Condominium Owners Association of Pine Bay Forest, Inc. addressed to such owner of one of the Four Lots at address as provided in paragraph 10 hereof, or (ii) fifteen (15) days after the inception of each such quarter-annual period. Each owner of a Lot shall be entitled to inspect at reasonable times the books and records of the Condominium Owners Association of Pine Bay Forest, Inc. insofar as the same pertain to the amount billed to each such owner.

4. Notwithstanding the foregoing provisions of paragraph 3 each owner of a Lot shall have the right, from time to time, to give written notice to the Condominium Owners Association of Pine Bay Forest, Inc. that such owner has elected that the occupants of his Lot and their respective guests will not utilize the Recreation Facilities until further notice to such Association. Upon the inception of the quarter-annual period of such Association next following the giving of such notice electing not to use the Recreation Facilities and until the inception of the (i) fifth quarter-annual period of such Association next following the giving of such notice electing not to use the Recreation Facilities, or (ii) the quarter-annual period of such Association next following the giving of notice by the owner of such Lot to such Association of rescission of such election not to use the Recreation Facilities, whichever shall last occur, (x) the occupants of such Lot owned by the owner giving such notice electing not to use the Recreation Facilities and their respective guests shall not be entitled to utilize the Recreation Facilities and (y) such lot shall not be subject to or liable for the Recreation Assessment.

5. Each Lot subject to the Recreation Assessment shall, upon failure of the owner thereof to timely pay the same, be subject to a lien in favor of the Condominium Owners Association of Pine Bay Forest, Inc. to secure such Lot's obligation for such share of such expenses. Such lien shall attach as of the date a notice of lien is filed in the public records of Manatee County, Florida, and may be enforced as any other lien, by foreclosure. Each such lien shall be subordinate and inferior to the lien of any mortgage encumbering such Lot unless the notice of lien is recorded prior to the recording of such mortgage.

O.R. 994 PG 1897



6. This Declaration of Easement shall have a term of sixty-five (65) years following date hereof, and shall then terminate.

7. National shall, in creating Pine Bay Forest Condominium as a "Developer" (as such term is defined in Section 718.103 (12), Florida Statutes), provide in the Declaration submitting the Condominium Property to condominium ownership that the same is made subject to the terms and provisions hereof.

8. By virtue hereof no liability shall be personally incurred by any owner of a Lot or such owner's heirs, legal representatives or assigns.

9. The terms, provisions, privileges and conditions contained herein shall be construed as covenants running with the land, and shall bind and the benefits and advantages shall inure to the benefit of the respective heirs, legal representatives, successors, grantees, assigns and mortgagees of the parties benefited or obligated hereby, as applicable and appropriate.

10. Wherever notice or demand shall be required or be permitted to be given or served pursuant hereto, such notice or demand shall be deemed to have been duly given or served if in writing and deposited in the United States mail, certified mail, postage prepaid, addressed as follows:

- If to any owner of a lot: At the address for such owner as shown by the assessment records for such lot of the Property Assessor of Manatee County, Florida, most current at the time of the giving of such notice or demand.
- If to the Condominium Association of Pine Bay Forest, Inc.: At the address of the Association as disclosed by the records of the Secretary of State, State of Florida, most current at the time of the giving of such notice or demand.
- As to National: Suite 403, First City Center  
1301 Sixth Avenue West  
Bradenton, Florida 33505

Any of the above designated recipients of notice or demand may change the place to which notice to such designee shall be given or addressed by giving notice to all others named above in the manner set forth above.

IN WITNESS WHEREOF, National Development Corporation, a Pennsylvania corporation, has caused this instrument to be executed by a duly authorized officer the day and year first above written.

Signed, sealed and delivered in the presence of:

*Annita K. Chodura*  
*E.C. Miller*

NATIONAL DEVELOPMENT CORPORATION, a Pennsylvania corporation

By: *[Signature]*  
President  
"National"

O.R. 994 PG 1898

*James H. Carlson*

*R. S. Olson*  
R. S. Olson, individually  
and as Trustee

*E. C. Mill*

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this  
27<sup>th</sup> day of MARCH, 1980, by JAMES R. ALLEN  
the Exec. Vice President of NATIONAL DEVELOPMENT CORPORATION, a Pennsylvania  
corporation, on behalf of said corporation.

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this  
27<sup>th</sup> day of MARCH, 1980 by R. S. Olson, individually and as  
Trustee.

*E. C. Mill*

Notary Public, State of

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Dec. 12, 1980

O.R. 994 PG 1899

O.R. 982 PG 760

O.R. 981 PG 3748

Being re-recorded to show exhibit.

EXHIBIT AA

JOINER OF MORTGAGES

THE UNDERSIGNED, ELLIS FIRST NATIONAL BANK OF BRADENTON, a banking corporation organized and existing under the laws of the United States of America, the owner and holder of those certain mortgages recorded in Official Records Book 978, Page 3311, and in Official Records Book 978, Page 3326, the public records of Manatee County, Florida, does hereby join in the execution of the foregoing Declaration of Lisensment, and does hereby agree that the lien of the above-described mortgages are now and shall hereafter be subject to the provisions of said Declaration of Lisensment.

Nothing herein contained shall be construed to release, exonerate or discharge property encumbered by the above-described mortgages from the lien, operation, force and effect of said mortgages nor from any right, remedy or privilege of the owners thereof except to the extent herein specifically set forth.

IN WITNESS WHEREOF, the undersigned has, caused this instrument to be executed in the manner and form required by law as follows:

At Bradenton, Manatee County, Florida, this 8th day of April, 1980.

Attest: Glen W. Fausett Its Vice President  
Thomas S. Malone Its Senior Vice President  
ELLIS FIRST NATIONAL BANK OF BRADENTON

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 8th day of April, 1980, by Thomas S. Malone and Glen W. Fausett, Senior Vice President and Vice President respectively of ELLIS FIRST NATIONAL BANK OF BRADENTON, a banking corporation organized and existing under the laws of the United States of America, on behalf of the corporation.

Grace E. Karl  
Notary Public, State of Florida  
My commission expires:  
Notary Public, State of Florida at  
My Commission Expires August 22, 1981

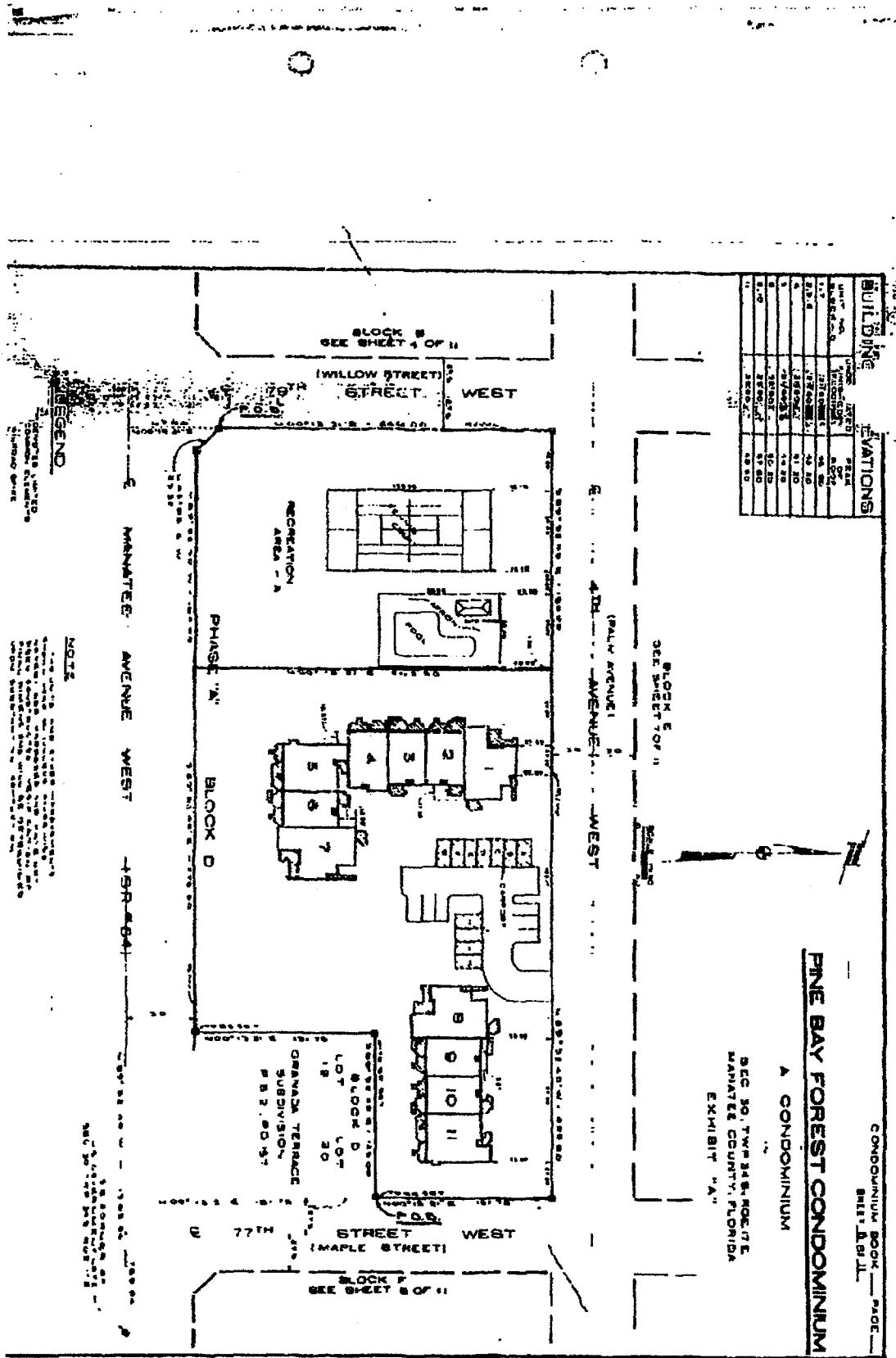
O.R. 994 PG 1900

FILED AND RECORDED  
APR 8 10 28 AM '80  
R. S. ...  
MANATEE CO. FLA.

Being re-recorded to show exhibits.

O.R. 982 PG 761

O.R. 981 PG 3749



ARTICLES OF INCORPORATION

OF

CONDOMINIUM OWNERS ASSOCIATION OF PINE BAY FOREST, INC.

JUN 11 4 04 PM '80  
FILED  
SECRETARY'S OFFICE  
TALLAHASSEE, FLORIDA

The undersigned subscribers hereby associate ourselves together for the purpose of forming a non-profit corporation under the laws of the State of Florida, pursuant to Florida Statutes 718, et seq. and certify as follows:

ARTICLE I. NAME

The name of this corporation shall be CONDOMINIUM OWNERS ASSOCIATION OF PINE BAY FOREST, INC. (the "Association").

ARTICLE II. PURPOSE

The general purpose of this non-profit corporation shall be to be the "Association" (as defined in the Condominium Act of the State of Florida, F. S. 718 et seq.) (the "Condominium Act") for the operation of PINE BAY FOREST CONDOMINIUM, a condominium, to be created pursuant to the provisions of the Condominium Act, and all additional phases thereof (the "Condominium"), and as such Association to operate and administer the Condominium and carry out the functions and duties of the Condominium, as set forth in the Declaration of Condominium of Pine Bay Forest Condominium to be recorded in the public records of Manatee County, Florida (the "Declaration").

ARTICLE III. POWERS

The Association shall have all of the common law and statutory powers of a corporation not for profit pursuant to Florida Statutes 617, et seq. and, in addition thereto, shall have all of the powers and duties as set forth in the Condominium Act, which are not in conflict with the terms and provisions of these Articles of Incorporation, the By-Laws established for the Association and the Declaration and exhibits annexed thereto as the same may be amended in accordance with the provisions thereof.

ARTICLE IV. MEMBERS

All persons who are owners of a vested present interest in the fee title of Condominium parcels within the Condominium and any additional phases thereof as provided in the Declaration, which interest is evidenced by an instrument duly recorded in the public records of Manatee County, Florida, shall automatically be members of the Association. Such membership shall automatically terminate when such person's vested present interest in the fee title terminates. In the event a Condominium parcel is owned by a legal entity other than a natural person then the officer or other person designated by such legal entity shall exercise its membership rights.

Until such time as the Declaration within which this corporation is designated as the Association as defined in the Condominium Act, and the improvements and property described therein are submitted to a plan of condominium ownership, the membership of the corporation shall be comprised of the subscribers to these Articles, each of which subscribers being entitled to cast one vote on all matters on which the membership shall be entitled to vote.

No member can assign, hypothecate or transfer in any manner, except as an appurtenance to his unit, his membership in the Association. The funds and assets of the Association shall belong solely to the Association subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration and in the By-Laws which may be hereafter adopted.

On all matters on which the membership shall be entitled to vote, there shall be only one vote for each unit in the Condominium. A vote may be exercised or cast by the owner or owners of each unit in such manner as may be provided in the By-Laws hereafter adopted by the Association. Should any member own more than one unit, such member shall be entitled to exercise or cast as many votes as he owns units in the manner provided by the By-Laws. Each vote shall be of equal weight.

ARTICLE V. EXISTENCE

This corporation shall have perpetual existence.

ARTICLE VI. REGISTERED OFFICE AND REGISTERED AGENT

The registered office of the corporation shall be at Suite 403, First City Center, 1301 Sixth Avenue, West, Bradenton, Florida, 33505, and the registered agent at such address shall be Eric C. Miller.

ARTICLE VII. SUBSCRIBERS

The names and post office addresses of the subscribers to these Articles of Incorporation are as follows:

<u>Name</u>	<u>Address</u>
Eric C. Miller	1801 N. Gulf Drive Bradenton Beach, Florida 33510
Richard S. Olson	Suite 403, First City Center 1301 Sixth Avenue West Bradenton, Florida 33505
William R. Humphrey	3913 Calliandra Drive Sarasota, Florida 33582

ARTICLE VIII. BOARD OF DIRECTORS AND OFFICERS

Section 1. The affairs of the Association shall be managed and governed by a Board of Directors. The Association shall initially have three Directors. The number of Directors may be increased or decreased from time to time as provided in the By-Laws but shall never be less than three. The election of Directors shall be held at the annual meeting of the association.

Section 2. The principal officers of the corporation shall be:

- President
- Vice President
- Secretary
- Treasurer

who shall be elected from time to time, in the manner set forth in the By-Laws adopted by the corporation. Other officers may be provided for in the By-Laws.

ARTICLE IX. FIRST BOARD OF DIRECTORS AND OFFICERS

The names and post office addresses of the members of the first Board of Directors and officers, all of whom shall hold office until their successors are duly elected and qualified, are as follows:

Eric C. Miller	President and Director	1801 N. Gulf Drive Bradenton Beach, Fla. 33510
Richard S. Olson	Secretary, Treasurer and Director	Suite 403, First City Center 1301 Sixth Avenue West Bradenton, Fla. 33505
William R. Humphrey	Vice President and Director	3913 Calliandra Drive Sarasota, Fla. 33582

ARTICLE X. RIGHTS OF DEVELOPER

National Development Corporation, a Pennsylvania corporation (the "Developer") which is the Developer of Pine Bay Forest Condominium, shall have full right and authority to manage the affairs and exclusive right to elect the directors of the Association (who need not be unit owners); subject, however, to the provisions for transfer of the control of the Association as set forth in Florida Statutes, Section 718.301. In any event, Developer shall be entitled to elect at least one member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least 5% of the units in all phases of the Condominium. During the period Developer is in control of the Association, the Directors shall exercise all rights which would otherwise be exercisable by the members.

ARTICLE XI. BY-LAWS

The initial Board of Directors of this Association shall adopt By-Laws for the conduct of the business and the carrying out of the purposes of the Association. The initial By-Laws shall be annexed to the Declaration and be recorded among the public records of Manatee County, Florida.

The By-Laws may be amended, altered or rescinded upon the proposal of a majority of the Board of Directors and when approved by an affirmative vote of 75% of the voting interest of the membership in the Association at any regular or specially called meeting for such purpose, the notice of which shall describe the amendment(s) being proposed.

ARTICLE XII. AMENDMENTS

These Articles of Incorporation may be amended as follows:

1. Amendments shall be proposed by the Board of Directors of the Association acting upon a vote of a majority of the Directors.
2. Such proposed amendments shall be approved by an affirmative vote of members owning at least 75% of the votes. The membership shall vote on the proposed amendments at any regular or specially called meeting for such purpose, the notice of which shall describe the amendment or amendments being proposed. Votes may be in person or by written proxy.

ARTICLE XIII. INDEMNITY

Every Director and every other officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon

him in connection with any proceedings to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance of malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

IN WITNESS WHEREOF, we, the undersigned subscribers to these Articles of Incorporation, have hereunto set our hands and seals this 7<sup>th</sup> day of January, 1980.

Eric C. Miller (SEAL)  
Eric C. Miller

Richard S. Olson (SEAL)  
Richard S. Olson

William R. Humphrey (SEAL)  
William R. Humphrey

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of January, 1980, by Eric C. Miller.

Stephanie Edwards  
Notary Public, State of Florida  
My Commission Expires:  
Notary Public State of Florida at Large  
My Commission Expires June 24, 1981  
Bonded thru General Ins. Underwriters

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of January, 1980, by Richard S. Olson.

Stephanie Edwards  
Notary Public, State of Florida  
My Commission Expires:  
Notary Public State of Florida at Large  
My Commission Expires June 24, 1981  
Bonded thru General Ins. Underwriters

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of January, 1980, by William R. Humphrey.

Stephanie Edwards  
Notary Public, State of Florida  
My Commission Expires:  
Notary Public State of Florida at Large  
My Commission Expires June 24, 1981  
Bonded thru General Ins. Underwriters



CERTIFICATE OF AMENDMENT  
OF ARTICLES OF INCORPORATION

OF  
CONDOMINIUM OWNERS ASSOCIATION OF PINE BAY FOREST, INC.

FILED  
MAR 9 11 22 AM '80  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

ERIC C. MILLER and RICHARD S. OLSON, certify that:

1. They are the President and Secretary, respectively, of CONDOMINIUM OWNERS ASSOCIATION OF PINE BAY FOREST, INC., a Florida corporation not for profit.

2. At a meeting of the Board of Directors of the corporation duly held on even date herewith, the following resolution amending the Articles of Incorporation was adopted:

"RESOLVED that Article III of the Articles of Incorporation of Condominium Owners Association of Pine Bay Forest, Inc., a Florida corporation not for profit, be deleted in its entirety and that there be substituted in lieu thereof the following:

ARTICLE III. POWERS

The Association shall have all of the common law and statutory powers of a corporation not for profit pursuant to Florida Statutes 617, et seq. and, in addition thereto, shall have all of the powers and duties as set forth in the Condominium Act, the By-Laws established for the Association and the Declaration and exhibits annexed thereto as the same may be amended in accordance with the provisions thereof."

3. All the members of the corporation have unanimously adopted and approved amendment of the Articles of Incorporation by resolution at a meeting duly called for such purpose.

4. The wording of the amended article, as set forth in the members' resolution, is the same as that set forth in the directors' resolution in Paragraph 2, above.

5. The number of members who voted for adoption of the Amendment did constitute a quorum.

Dated this 5<sup>th</sup> day of MAY, 1980.

CONDOMINIUM OWNERS ASSOCIATION  
OF PINE BAY FOREST, INC.

By: E. C. Miller  
Its President

Attest: [Signature]  
Its Secretary

STATE OF FLORIDA  
COUNTY OF MANATEE:

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of May, 1980 by Eric C. Miller and Richard S. Olson, President and Secretary respectively of CONDOMINIUM OWNERS ASSOCIATION OF PINE BAY FOREST, INC., a Florida corporation not for profit, on behalf of the corporation.

[Signature]  
Notary Public, State of Florida  
My Commission Expires:  
Notary Public State of Florida at Large  
My Commission Expires June 24, 1981  
Bonded thru General Ins. Underwriters

ARTICLES OF AMENDMENT  
OF  
CONDOMINIUM OWNERS ASSOCIATION OF PINE BAY FOREST, INCORPORATED

ARTICLE I

The name of this corporation is Condominium Owners Association of Pine Bay Forest, Incorporated.

ARTICLE II

The following amendment to Article XII of the Articles of Incorporation of this corporation were approved by the members of the corporation, upon motion duly made, seconded and carried at the Meeting of the Membership conducted on the 8th day of May, 1986.

These Articles of Incorporation may be amended as follows:

ARTICLE XII. AMENDMENTS

1. Amendments shall be proposed by the Board of Directors of the Association acting upon a vote of a majority of the Directors.

2. Such proposed amendments shall be governed by an affirmative vote of ~~members owning at least 75% of the votes not less than 75% of the votes of the voting interests of the Association, casting votes in person, by proxy, or by written approval at a General Membership Meeting at which a quorum is attained.~~ The membership shall vote on the proposed amendments at any regular or specially called meeting for such purpose, the notice of which shall describe the amendment or amendments being proposed. Votes may be in person or, by written proxy, or by written approval.

ARTICLE III

The above amendments to the Articles of Incorporation of Condominium Owners Association of Pine Bay Forest, Incorporated were adopted by the members on May 8, 1986.

IN WITNESS WHEREOF, the undersigned have executed the foregoing Articles of Amendment this 12th day of February, 1988.

CONDOMINIUM OWNERS ASSOCIATION  
OF  
PINE BAY FOREST, INCORPORATED

By: Bruce O'Dea  
BRUCE O'DEA, President

By: Connie Pirillo  
CONNIE PIRILLO, Secretary

O. R. 1211 PG 2961

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing was acknowledged before me this 12<sup>th</sup> day of February, 1988, by Bruce O'Dea, as President and Connie Pirillo, as Secretary of Condominium Owners Association of Pine Bay Forest, Incorporated, a Florida Corporation, on behalf of the Corporation.

Debra A. Mathem  
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large  
My Commission Expires Jan. 13, 1992



FILED AND RECORDED  
P. B. SHORE, CLERK  
MANATEE COUNTY, FL.  
FEB 17 3 27 PM '88

This Instrument Prepared By:  
Porges, Hamlin, Knowles & Prouty, P.A.  
1205 Manatee Avenue West  
Bradenton, Florida 34205  
941.748.3770

**AMENDED AND RESTATED BYLAWS OF THE  
CONDOMINIUM OWNERS ASSOCIATION OF PINE BAY FOREST, INC.**  
A Florida Not-For-Profit Corporation

KNOW ALL MEN BY THESE PRESENTS:

That heretofore, THE PINE BAY FOREST CONDOMINIUM was formed by the recording of the Declaration of Condominium (the "Original Declaration"), in Official Record Book 994, Pages 1851 et seq., in the Public Records of Manatee County, Florida, and as amended from time to time.

These are the Amended and Restated Bylaws of the Condominium Owners Association of Pine Bay Forest, Inc. (the "Association"). The original bylaws were recorded as an exhibit to the Original Declaration, in Official Record Book 994, Pages 1916 et seq., in the Public Records of Manatee County, Florida, and as amended from time to time.

Pursuant to Section 718.112, Florida Statutes, the Bylaws of the Association are hereby amended and restated in their entirety by the recording of this Amended and Restated Bylaws of the Condominium Owners Association of Pine Bay Forest, Inc. ("Amended and Restated Bylaws"). **This is a substantial rewording of the Bylaws. See original Bylaw text and prior amendments for present text that is amended by this Document.**

**ARTICLE I**  
**IDENTIFICATION**

**1.1 Identity.** These are the Bylaws of CONDOMINIUM OWNERS ASSOCIATION OF PINE BAY FOREST, INC., a not-for-profit corporation under the laws of the State of Florida, (the "Association"). The Association is organized for the purpose of administering the Pine Bay Forest Condominium pursuant to Chapter 718, Florida Statutes.

**1.2 Office.** The office of the Association shall be 310 Pearl Avenue, Sarasota, FL 34243, which is the office of the Association's property manager, or as otherwise designated from time to time by the Board of Directors of the Association (the "Board") from time to time.

**1.3 Definitions.** Terms as used in these Bylaws shall have the meanings as referenced in the Declaration of Condominium of Pine Bay Forest Condominium, a Condominium (the "Declaration"), as it may be amended from time to time, unless herein provided to the contrary, or unless the context otherwise requires.

**1.4 Fiscal Year.** The fiscal year of the Association shall be from October 1 to September 30.

**ARTICLE II**  
**MEMBERSHIP AND MEETINGS OF MEMBERS**

**2.1 Membership.** All persons owning a vested present interest in the fee title to any of the condominium Units in the Pine Bay Forest Condominium, which interest is evidenced by a duly recorded instrument in the public records of Manatee County, Florida, shall be members of this Association and their respective membership shall automatically terminate as their vested interest in the fee title terminates.

**2.2 Annual Meeting.** The Annual meeting of the members shall be at the office of the Association or at such other place in Manatee County, Florida, as shall be designated by the Board, for the purpose of electing members of the Board and transacting any other business authorized to be transacted by the members. The meeting shall be held on a Saturday in February and at a time designated by the Board, and such meeting must be held within forty-five (45) miles of the condominium.

**2.3 Special Meetings.** Special meetings of the members shall be held whenever called by the president or by a majority of the Board, and must be called by the president or in his absence, the vice president upon receipt of a written request from members entitled to cast one-third (1/3) of the votes of the entire membership, unless a lower number of members requesting such meeting is otherwise required by Florida law or otherwise provided herein. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

**2.4 Notice of Meetings.** Written notice of meetings of the members including annual meetings stating the time and place and the objects for which the meeting is called shall be given by the president or secretary unless waived in writing. Such notice shall (i) be in writing, (ii) sent to each member at his address as it appears on the books of the Association and (iii) be mailed, electronically transmitted or delivered not less than fourteen (14) days nor more than forty-five (45) days prior to the date of the meeting. Regular mail shall be sufficient. Proof of such mailing or delivery shall be given by an affidavit of the person giving the notice, or by provision of a United States Postal Service certificate of mailing. Notice shall also be posted at least fourteen (14) days prior to the date of the meeting at a conspicuous place on the Condominium Property. Notice of the meeting may be waived before or after meetings. Notwithstanding the foregoing, the Association may also provide notice to members' meetings along with all related documents via electronic transmission, including but not limited to facsimile or electronic mail, to members that consent in writing to receiving notice in such manner. Attendance at any meeting by a member constitutes a waiver

of notice unless the sole purpose for attending the meeting by such member is to set forth an objection to the meeting due to improper notice.

**2.5 Quorum.** A majority of the voting membership represented in person or by proxy, shall constitute a quorum. A member shall be deemed present for purposes of a quorum with respect to any question upon which his written and signed proxy shall have been received by the secretary. A simple majority of all voting interests present in person or proxy shall decide any question brought before the meeting, except when otherwise required by the Condominium Act, the Declaration, Articles of Incorporation of the Association or these Bylaws.

**2.6 Voting.** In any meeting of members, the Owners of a vested present interest of record in the fee title of the Units shall be entitled to cast one vote for each Unit owned by the member. Each Unit shall be entitled to a total of one (1) vote to be cast by its owner in accordance with the provisions of the Association's governing documents. In the event of multiple owners:

- (a) A vote shall not be apportioned and may not be divided.
- (b) Each vote shall be of equal weight. If a Unit is owned by one person, his right to vote shall be established by the record title to his Unit.
- (c) If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record owners of the Unit and filed with the secretary of the Association.
- (d) If a Unit is owned by a Trust and is occupied by the beneficiary of the Trust, such beneficiary shall be entitled to cast the vote associated with the Unit. If a Unit is owned by a Trust and is occupied by an individual other than the beneficiary of the Trust, the Trustee shall be entitled to cast the vote associated with the Unit. Co-Trustees and Co-beneficiaries that occupy a Unit shall designate the person entitled to cast the vote in the same manner as a Unit that is owned by more than one person.
- (e) If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the president or vice president and attested by the secretary or the assistant secretary of the corporation and filed with the secretary of the Association.
- (f) In the event the unit is owned by a partnership, limited liability company, or other entity, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the general partner, managing member, or other such appropriate individual as may be required by the Board in order for the Board to make a reasonable determination of the individual that has the authority of the entity to cast the vote.
- (g) Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in ownership of the Unit concerned. A certificate designating the person entitled to cast the vote of a Unit may be

revoked by any Owner of a Unit. If such certificate is not on file, the vote of such Owners shall not be counted, but may be considered for the purpose of establishing a quorum.

(h) No voting interest or consent right allocated to a Unit owned by the Association shall be exercised or considered for any purpose, whether for a quorum, an election, or otherwise.

**2.7 Proxies.** Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be valid only for the particular meeting designated in the proxy and any adjournment thereof and must be filed with the secretary before the appointed time of the meeting or any adjournment of the meeting. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Unit Owner executing it. The form of the limited proxy must be in substantial compliance with the form approved by the Division of Florida Condominiums, Time Shares, and Mobile Homes. Both limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves; for votes taken to waive financial statement requirements; for votes taken to amend the Declaration, the Articles of Incorporation, or Bylaws; and for any other matter which the Florida Condominium Act requires or permits a vote of the Unit Owners. No proxy, limited or general, shall be used in the election of board members.

**2.8 Adjourned Meetings.** If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. This provision shall not limit the Association's ability to adjourn a meeting for any other lawful purpose. No additional notice shall be required for any meeting that is temporarily adjourned or continued to be reconvened at a later date provided the time, date, and location of the continuation of the meeting is announced at the meeting.

**2.9 Order of Business.** The usual order of business at annual meetings of the members and, as far as practical, at other meetings of the members, shall be:

- (a) Election of chairman of the meeting
- (b) Calling of the roll and certifying of proxies
- (c) Election of inspectors of election (if applicable)
- (d) Election of Directors (if applicable)
- (e) Proof of notice of meeting or waiver of notice
- (f) Reading and disposal of any unapproved minutes
- (g) Owner Comments
- (h) Reports of officers
- (i) Reports of committees
- (j) Unfinished business
- (k) New business
- (l) Adjournment

**BK 2339 PG 3053 (60 of 72)**

**2.10 Proviso.** Provided, however, that until the Unit Owners have elected a majority of the Board, as provided in Section 3.2 of these Bylaws, the proceedings of all meetings of the Association shall have no effect unless (i) approved by the Board, or (ii) otherwise provided by law.

**2.11 Minutes.** Minutes of all meetings of Unit Owners and the Board shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and members of the Board at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

**ARTICLE III**  
**DIRECTORS**

**3.1 Number.** The affairs of the Association shall be managed by a board of seven (7) Directors. Any Owner of Record or Owner Surrogate may serve on the Board of Directors, but no Unit may be represented by more than one Director. An Owner Surrogate is defined as a unit resident holding voting rights of the Unit by either a Voting Certificate or a Power of Attorney, filed with the Association Secretary, by the Owner of Record of that Unit.

**3.2 Election of Directors; Removal of Directors.** The election of Directors shall be conducted in the following manner:

- (a) The Board shall not create or appoint any committee for the purpose of nominating a candidate or candidates for election to the Board. The Board may create or appoint a search committee which shall not have the authority to nominate any candidate, but may encourage qualified persons to become candidates for the board.
- (b) Election of Directors shall be held at the annual meeting of the members.
- (c) Not less than sixty (60) days prior to an election, the Association shall mail or deliver to each Unit Owner entitled to vote a first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the Board shall give written notice to the Secretary not less than forty (40) days before a scheduled election, and shall provide any other materials that may be required by the Condominium Act. Thereafter, the Association shall mail or deliver a second notice of election meeting not less than fourteen (14) days prior to the meeting, including the agenda to all Unit Owners, together with all ballots listing all eligible candidates, and other materials as required by the Condominium Act. There shall be no nominations from the floor or write-in candidates. The election shall be by ballot in accordance with the provisions of the Condominium Act and Section 61B-23.0021 of the Florida Administrative Code, and by a plurality of the vote cast, each person voting being required to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.



**BK 2339 PG 3054 (61 of 72)**

- (d) Vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors, even if the remaining Directors constitute less than a quorum, or by the sole remaining Director, and the director appointed shall fill the vacancy for the remaining portion of the seat being filled.
- (e) Subject to the provisions of Florida Statutes Section 718.301, any Director may be recalled and removed from office with or without cause, by concurrence of a majority of the votes of the entire membership at a special meeting of the members called for that purpose or agreement in writing by a majority of the Unit Owners. All recall proceedings and the filling of any vacancies as a result of a successful recall must comply with the provisions of the Condominium Act and the relevant provisions of the Florida Administrative Code.

**3.3 Term.** Except as otherwise provided in the Articles of Incorporation of the Association, the term of each Director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

**3.4 Organization Meeting.** The organization meeting of a newly elected Board shall be held within ten (10) days of its election.

**3.5 Regular Meetings.** Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone, telegraph or electronically transmitted at least three (3) days prior to the day named for such meeting.

- (a) Meetings of the Board shall be open to all Unit Owners and notice of meetings, including an agenda, shall be posted conspicuously forty-eight (48) hours in advance for the attention of Unit Owners except in an emergency. Meetings between the Board and the Association's attorney, with respect to proposed or pending litigation, shall not be open to members.
- (b) Written notice of any Board meeting at which non-emergency special assessments, or at which amendments to rules regarding unit use will be considered, shall be mailed, delivered, or electronically transmitted to the owners and posted conspicuously on the condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be made by affidavit executed by the person providing the notice and filed among the official records of the Association.
- (c) Written notice of any meeting in which regular or special assessments against Unit owners are to be considered shall specifically state that assessments will be considered and the nature, estimated cost, and description of the purposes for such assessments.

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- (d) If twenty percent (20%) of the voting membership petitions the Board to address an item of business, the board shall at its next regular board meeting or at a special meeting of the Board, but not later than sixty (60) days after the receipt of the petition, place the item on the agenda.
- (e) Any item not included on the agenda may be taken up on an emergency basis by at least a majority plus one of the entire membership of the Board of Directors. Such emergency action shall be noticed and ratified at the next regular meeting of the Board of Directors.
- (f) The Unit Owners shall have the right to speak at the meetings with reference to the designated agenda items for three (3) minutes per unit owner, unless a longer period of time is permitted by the Board. The Association may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner participation in accordance with the Condominium Act.

**3.6 Special Meetings.** Special meetings of the Directors may be called by the President, or by the secretary at the written request of one-third (1/3) of the Directors. Not less than three (3) days notice of the meeting shall be given to each Director personally, or by mail, telephone or telegraph, or electronic means to such Directors that consent in writing to receiving notice in such manner, which notice shall state the time, place, and purpose of the meeting. The provisions of Section 3.5(a) through (f) shall apply to all Special Meetings of the Board.

**3.7 Waiver of Notice.** Any Director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

**3.8 Quorum and Voting.** A quorum at meetings of the Board shall consist of a majority of the entire Board. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board except when approval by a greater number of Directors is required by the Declaration, the Articles of Incorporation of the Association or these Bylaws. A Director who abstains from voting on any action taken on any association matter shall be presumed to have taken no position with regard to the action. Directors may not vote by proxy or by secret ballot at any meeting of the Board. Board members shall be permitted to attend Board meetings via telephone conference, provided that an adequate speaker is utilized so that the conversation of those Board members attending by telephone may be heard by the board members attending in person, as well as by any unit owners present at the meeting.

**3.9 Adjourned Meetings.** If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time, until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

**3.10 Qualification.** Any Director or Officer more than ninety (90) days delinquent in the payment of regular assessments shall be deemed to have abandoned the office, creating a vacancy to be filled by the remaining Directors. A Director or Officer charged with a felony theft or embezzlement offense involving association funds or property shall be removed from office, creating a vacancy to be filled by the remaining Directors.

**3.11 Presiding Officer.** The presiding officer of Board meetings shall be the president. In the absence of the president, the vice president shall preside. In the absence of both, the Directors present shall designate one of their numbers to preside.

**3.12 Order of Business.** The usual order of business at Board meetings shall be, to the extent practical:

- (a) Call of roll
- (b) Proof of due notice of the meeting
- (c) Reading and disposal of any unapproved minutes
- (d) Unit Owner Comments of up to three (3) minutes per unit owner
- (e) Reports of officers and committees
- (f) Election of officers (if necessary)
- (g) Unfinished business
- (h) New business
- (i) Adjournment

**3.13 Director's Fees.** Directors shall serve without compensation, but may be reimbursed for all actual and reasonable expenses incurred by the Directors relating to the proper discharge of their duties on behalf of the Association.

**3.14. Liability and Indemnification.** Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases when the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of these duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. Directors shall have no personal liability with respect to any contract made by them on behalf of the Association.

**3.15 Resignation.** Any Director or Officer may resign his or her post at any time by written resignation, delivered to any member of the Board of Directors, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective.

**ARTICLE IV**  
**POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

All of the powers and duties of the Association existing under the Condominium Act, (including emergency powers), the Declaration, Articles of Incorporation of the Association, Bylaws and adoption of reasonable rules and regulations, shall be exercised exclusively by the Board and, with the approval or under the direction of the Board, its agents, contractors or employees, subject only to approval by Unit Owners when such is specifically required.

**ARTICLE V**  
**OFFICERS AND COMMITTEES**

**5.1 Executive Officers.** The executive officers of the Association shall be (i) a president, who shall be a Director, (ii) a vice president, who shall be a Director and (iii) a treasurer, who shall be a Director and (iv) a secretary, who shall be a Director. All such officers shall be elected by the Board and shall hold office for the term of one year and until his successor shall have been elected and qualified. A Director may be elected to hold two executive officer positions, except that no Director may be elected to concurrently hold the executive officer positions of president and vice president. The Board of Directors, from time to time, shall elect such other officers and designate their powers and duties as the Board shall determine to be required to manage the affairs of the Association.

**5.2 President.** The president shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the members from time to time as he, in his discretion, may determine appropriate, to assist in the conduct of the affairs of the Association.

**5.3 Vice President.** The vice president, in the absence or disability of the president, shall exercise the powers and perform the duties of the president. He also shall assist the president generally and exercise such other powers and perform such other duties as shall be prescribed by the Board.

**5.4 Secretary.** The secretary shall keep the minutes of all Proceedings of the Board and the members. He shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. He shall keep the records of the Association and shall perform all other duties incident to the office of secretary of an association and as may be required by the Directors or president.

**5.5 Treasurer.** The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices; and he shall perform all duties incident to the office of a treasurer.

**5.6 Compensation.** Officers shall serve without compensation, but may be reimbursed for all actual and reasonable expenses incurred by the Officers relating to the proper discharge of their duties on behalf of the Association

**5.7 Vacancies.** Vacancies in any office may be filled by the Board at regular or special meetings thereof. Any officer may be removed, with or without reason, by the affirmative vote of a majority of the Board.

**5.8 Management.** The Board of Directors may employ the services of a manager, professional management company, and/or other employees and agents as they shall determine appropriate to actively manage, operate, and care for the Condominium property, with such powers and duties and at such compensation as the Board may deem appropriate and provide by resolution from time to time. Such manager, employees, and agents shall serve at the pleasure of the Board. In the event that a manager or management company is hired by the Board, the Board shall have the authority to delegate duties of particular officers to such manager or agent. To the extent that such particular duties are designated by the Board, the officers shall oversee the manager or agent to ensure adequate completion of said duties.

**5.9 Committees.** The Board of Directors may designate from among its members one or more committees to assist the Board in an advisory capacity. Such committees shall not have the authority to contractually bind the Association, and shall have limited powers only to the extent specifically delegated by the Board.

**ARTICLE VI**  
**FISCAL MANAGEMENT**

**6.1** The provisions for fiscal management of the Association set forth in the Declaration and Articles of Incorporation of the Association shall be supplemented by the provisions of this Article VI.

**6.2 Accounts.** The expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

- (a) Current expense, which shall include all expenditures within the fiscal year for which the budget is made, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to betterments. The balance in this fund at the end of each fiscal year shall be applied to reduce the assessments for current expenses for the (succeeding) fiscal year.
- (b) Reserve for deferred maintenance, which shall include funds for maintaining items that occur less frequently than annually.
- (c) Reserve for replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

- (d) Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the Common Elements.

**6.3 Budget.** The Board shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the Common Expense and to provide and maintain funds for the foregoing accounts and reserves, and to provide estimated revenues for the fiscal year.

**6.4 Copy of Budget.** A copy of the proposed annual budget of Common Expenses shall be mailed, hand delivered and/or electronically transmitted to the Unit Owner not less than thirty (30) days prior to the meeting at which the budget will be considered, together with a notice of that meeting. The proposed annual budget of Common Expenses shall be detailed and show estimated revenues and expenses, and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to those expenses listed in Florida Statutes, Section 718.504(20), as it may be amended from time to time.

(a) In addition to annual operating expenses and estimated revenues, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing, and for any other item for which the deferred maintenance expense, or replacement cost exceeds \$10,000.00. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance. Owners may vote to waive or reduce funding of reserves by a majority vote at a duly called membership meeting. Proxy questions relating to association votes for the waiving or reducing of the funding of reserves, or using existing reserve funds for purposes other than the purposes for which the reserves were intended shall contain the following statement, in capitalized, bold letters, in a font size larger than any other used on the face of the proxy ballot: **WAIVING OF RESERVES, IN WHOLE OR IN PART, OR ALLOWING ALTERNATIVE USES OF EXISTING RESERVES MAY RESULT IN UNIT OWNER LIABILITY FOR PAYMENT OF THOSE UNANTICIPATED SPECIAL ASSESSMENTS REGARDING THOSE ITEMS.** The Unit Owners shall be given written notice of the time and place at which such meeting of the Board to consider the budget shall be held, and such meeting shall be open to the Unit Owners.

(b) If a budget is adopted by the Board which requires assessments against Unit owners in any fiscal year exceeding One Hundred and Fifteen percent (115%) of such assessments for the preceding year (providing assessment for the preceding year shall be proportionately adjusted in case of a prior fiscal year which is less than twelve calendar months), upon written application of ten percent (10%) of the Unit Owners, a special meeting of the Unit Owners shall be held upon not less than ten (10) days written notice to each Unit Owner, but within thirty (30) days of the delivery of such application to the Board or any

member thereof, at which special meeting Unit Owners may consider and enact a revision of the budget. The adoption of a revised budget shall require a vote of not less than a majority of all Unit Owners. The Board may in any event propose a budget to the Unit Owners at a meeting of members or by writing and, if such budget or proposed budget be approved by the Unit Owners at the meeting or by a majority of their whole number in writing, such budget shall be adopted. In determining whether assessments exceed One Hundred and Fifteen percent (115%) of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the Condominium Property shall be excluded from the computation.

**6.5 Assessments.** Assessments against the Unit Owners for their shares of the items of the budget shall be made for the fiscal year annually in advance on or before the 20th day of the calendar month preceding the fiscal year for which the assessments are made. Such assessment shall be due in four equal quarter-annual installments. On or before the first day of the fiscal year and of each succeeding quarter-annual assessment period of the fiscal year, each Unit Owner shall pay as his respective quarter-annual assessment one fourth (1/4<sup>th</sup>) of his proportionate share of the Common Expenses for such fiscal year. Quarter-annual assessment periods of the Association are for a period of three months and begin on the first day of the fiscal year and the first day of each succeeding three-month period thereafter throughout each fiscal year of the Association. Such proportionate share for each Unit Owner shall be in accordance with his respective ownership interest in the Common Elements as set forth in the Declaration.

If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment and installments on such assessments shall be due in the same manner as the prior fiscal year on each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board if the total amount of the amended budget does not exceed the limitations for that fiscal year as provided in Section 6.4. The unpaid assessments for the remaining portion of the fiscal year for which the amended assessment is made shall be divided equally among the remaining quarter-annual periods of such fiscal year and shall be due on the first day of each remaining quarter-annual period of such fiscal year. The assessment for the first fiscal year of the Association shall be as determined by the Board. Notice of any meeting, where assessments against Unit Owners are to be considered for any reason, shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

Any payment received by the Association shall be applied first to interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment, regardless of any restrictive endorsement, designation, or instruction placed on the accompanying payment.

**6.6 Acceleration of Assessments Installments on Default.** If a Unit Owner shall be in default in the payment of an installment on an assessment, the Board may accelerate the remaining installments of the assessment on notice to the Unit Owner, and then the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the Unit Owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

**6.7 Assessments for Emergencies.** Assessments for Common Expenses on account of emergencies that cannot be paid from the annual assessments for Common Expenses shall be made after notice of the need for such is given to the Unit Owners concerned. After such notice and, on approval in writing by persons entitled to cast more than one half (1 /2) of the vote of the Unit Owners concerned, the assessment shall become effective, and it shall be due after thirty (30) days notice in such manner as the Board may require in the notice of assessment.

**6.8 Interest and Late Charge.** Each installment of each assessment which is not paid when due shall (i) bear interest from the due date up to the maximum rate allowed by law and (ii) be subject to a late charge up to the maximum amount allowed by law, as determined by the Board. The owner shall be responsible for all collection costs and attorney's fees incurred by the Association.

**6.9 Limitation on Capital Expenditures.** Without the approval of the Unit Owners holding at least two-thirds (2/3) of the votes of the Association, the Board shall not (i) approve any capital expenditures in excess of Five Thousand dollars (\$5,000.00) other than for rebuilding, repairing, or replacing damaged property.

**6.10 Lien for Non-payment.** Every Unit Owner shall pay his proportionate share of the Common Expenses, in the same ratio as his percentage of ownership in the Common Elements as set forth in the Declaration and any special assessments assessed against his Condominium Parcel in the manner herein provided. If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses or any regular or special assessments when due, the amount thereof shall constitute a lien on the interest of such Unit Owner in his Unit, and the lien shall secure any unpaid assessments, interest, late fees, costs, and attorney's fees. The lien shall be effective from and after recording a claim of lien in the Public Records of Manatee County, Florida, stating the description of the Unit, the name of the record owner(s), the name and address of the association, the amount due and the date due, and any other information required by law. The lien must be executed and acknowledged by an officer or authorized agent of the Association. Upon payment in full, the person making the payment is entitled to a satisfaction of the lien. The Association and the Board shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Condominium Act, the Declaration or these Bylaws or otherwise available at law or in equity, for the collection of all unpaid assessments in accordance with and subject to the terms and provisions of the Declaration, including but not limited to an action in the Association's name to foreclose the lien in the manner a mortgage of real property is foreclosed, and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien. The



Association shall be entitled to recover its reasonable attorney's fees and costs incurred in any such proceeding. No lien may be filed against a unit by the Association until thirty (30) days after the date of which a notice of intent to file a lien has been delivered to the owner via certified mail and regular first class mail, to the owner at his or her last address as reflected in the Association records, and delivered to the owner at the address of the unit if the owner's address as reflected in the records is not the unit address, unless otherwise permitted by the Condominium Act.

**6.11 Complete Financial Report.** Within sixty (60) days of the end of each year of the Association, the Board shall mail, transmit or furnish by personal delivery to each owner, a complete financial report of actual receipts and expenditures by accounts and expense classifications as required by Florida Statutes Section 718.111.

**6.12 Deposit.** The Board shall have the right to require that each Unit Owner deposit with the Association an amount equal to one quarter-annual assessment for Common Expenses to be held as a security deposit by the Association.

**6.13 Records.** The Board shall cause to be kept detailed and accurate records of the receipts and expenditures of the Association, specifying and itemizing the Common Expenses incurred, and such records and vouchers for payments of the Common Expenses shall be available for examination by the Unit Owners during normal business hours of the Association, and in accordance with the Condominium Act and any rules and regulations adopted by the Board of Directors.

**6.14 Depository.** The depository of the Association shall be in such bank or shall be designated from time to time by the Directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such person or persons as are authorized by the Board.

**6.15 Fidelity Bonds/Insurance.** The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. Such bonding or insurance must cover the maximum funds that will be in the custody of the Association or its management company at any one time, unless a lower amount is permitted by law and approved by the Board.

**6.16 Loans.** No loans shall be contracted on behalf of the Association and no evidence of indebtedness shall be issued in its name unless authorized by the Board of Directors. The Board may authorize and pledge an assignment of any regular or special assessment and the lien rights of the Association as security for the repayment of such loans.

**ARTICLE VII**  
**PARLIAMENTARY RULES**

7.1 **Roberts Rules of Order** (latest edition) shall govern the conduct of Association and Board meetings when not in conflict with the Declaration, Articles of Incorporation of the Association or these Bylaws.

**ARTICLE VIII**  
**USE AND OCCUPANCY**

8.1 No part of the Condominium shall be used for other than housing and the related common purposes for which the Condominium was designed. Each occupant, owner or tenant, shall comply with all the restrictions upon use set out in the Declaration. Uniform rules and regulations governing the use of the Condominium and the conduct of persons entitled to so use the Condominium Property shall be promulgated from time to time by the Board.

**ARTICLE IX**  
**AMENDMENTS**

9.1 **Amendment of Bylaws.** These Bylaws may be amended in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) A resolution adopting a proposed amendment may be proposed by either the Board or by members of the Association. Members may propose such an amendment by instrument in writing directed to the president or secretary of the Board signed by not less than twenty percent (20%) of the membership. Amendments may be proposed by the Board by action of a majority of the entire Board of Directors at any regularly constituted meeting thereof. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, providing such approval or disapproval is delivered to the secretary at or prior to the meeting. Except as elsewhere provided, such approval must be not less than seventy-five (75%) of the entire membership of the Board and by not less than seventy-five percent (75%) of the voting interests of the Association that cast a vote in person, by proxy, or by written approval, at a General Membership Meeting at which a quorum is attained. (As amended 2-12-1988)

9.2 **Limitation on Amendments.** Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Units, unless the Unit Owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation of the Association or the Declaration.

**9.3 Execution and Recording.** A copy of each amendment shall be attached to a certificate, certifying that the amendment was duly adopted as an amendment of the Bylaws, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the public records of Manatee County, Florida.

**ARTICLE X**  
**MISCELLANEOUS**

**10.1 Official Records.** The official records of the Association shall be maintained within the state for at least seven (7) years, except that ballots, sign-in sheets, voting proxies, and all other papers relating to voting by unit owners shall be maintained for a period of at least one (1) year from the date of the election, vote, or meeting to which the document relates. All record must be maintained within forty-five (45) miles of the condominium property or within Manatee County, and access to official records must be made available to members in accordance with the Condominium Act. The Association may adopt reasonable rules and regulations regarding the frequency, time, location, notice, and manner of record inspections and copying.

**10.2 Conflict.** Except as otherwise provided within the Association's governing documents or Florida law, if there is a conflict among the provisions of the following documents, the provisions of the documents shall prevail in the following order: Declaration, Articles of Incorporation, Bylaws, Rules and Regulations promulgated by the Board.

**10.3 Severability:** The invalidity or unenforceability in whole or in part of section, subsection, sentence, clause, phrase or word or other provision of these bylaws shall not affect the remaining portions thereof.

**10.4 Captions:** The headings of paragraphs or sections herein, and the capitalization of certain words, are for convenience purposes only, and shall not be used to alter or interpret the provisions herein.

**10.5 Gender Neutral Language:** Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular, and the singular shall include the plural. The provisions of these bylaws shall be liberally construed to effectuate the Association's purposes in accordance with the Condominium Act and the Association's governing documents.

**10.6 Arbitration.** Any disputes as defined by the Condominium Act shall be resolved through non-binding arbitration conducted in accordance with the Condominium Act.

**CERTIFICATE OF AMENDMENT**

The undersigned officers of the Condominium Owners Association of Pine Bay Forest, Inc., a Florida corporation not-for-profit, do hereby certify that the foregoing Amended and Restated Bylaws of the Condominium Owners Association of Pine Bay Forest, Inc., were duly proposed and approved by the membership at a meeting held on the 21 day of APRIL, 2010, and were approved in accordance with the Association's governing documents and Florida law.

IN WITNESS WHEREOF, the Board of Directors of Association has caused these Bylaws to be signed in its name this 21 day of APRIL, 2010

Signed, sealed and delivered

**CONDOMINIUM OWNERS ASSOCIATION  
OF PINE BAY FOREST, INC.**

Witnesses to President's signature

By: [Signature]  
Print Name: PAUL R BOSO  
As Its President

1. [Signature]  
Print Name: JAMIE SHONK

2. [Signature]  
Print Name: KATHIE A. PROCELL

Attest: [Signature]  
Print name: Gale Esposito  
As Its Secretary

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 21 day of APRIL, 2010, by Paul Bosso and Gale Esposito as President and Secretary, respectively, of the Condominium Owners Association of Pine Bay Forest, Inc., a Florida Corporation not-for-profit, on behalf of the corporation. They are personally known to me or who have produced FD (type of identification).

[Signature]  
Notary Public, State of Florida

My commission expires: 1/19/10

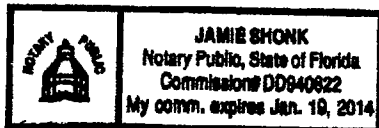


EXHIBIT C