

February 19, 2016

VIA REGULAR MAIL Denise Henley Cove Cay Village I 2617 Cove Cay Drive, Clearwater, FL 33760

Cove Cay Village I Condominium Association

Certificates of Amendment

Dear Denise,

Enclosed please find the original Certificates of Amendments, recorded with the clerk of court on February 18, 2016.

Should you have any questions, please feel free to contact our office.

Sincerely,

FERNANDEZ FLORIDA LAW, P.A.

Charlene Boria, Paralegal to

Niurka F. Asmer, Esquire

Encl

Prepared by and Return To: Niurka Fernandez Asmer, Esq. Fernandez Florida Law 113 South Boulevard Tampa, Florida 33606

KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL INST# 2816047913 02/18/2016 at 12:50 PM OFF REC BK: 19088 PG: 1946-1952 DocType:CONDO RECORDING: \$\$1.00

CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED BYLAWS OF COVE C CONDOMINIUM ASSOCIATION, INC.

This is to certify that the amendments to the Amended and Restated Bylaws of Cove Cay Village I Condominium Association, Inc., attached hereto as Exhibit A to this Certificate and incorporated herein, were duly adopted by the Association membership at the duly noticed members' meeting of the Association on December 7, 2015, and the continuation of such meeting on February 3, 2016, in accordance with the requirements of the applicable Florida Statutes and the governing documents.

The Amended and Restated Bylaws are recorded at Official Record Book 10043, Page 2263 of the Public Records of Pinellas County, Florida. The Declarations of Condominium in Cove Cay Village I include: Cove Cay Condominium Twenty-Six Fourteen, as originally recorded in Pinellas County's Official Records Book 3908, Page 769; Cove Cay Condominium Twenty-Six Fifteen, as originally recorded in Pinellas County's Official Records Book 3908, Page 862; Cove Cay Condominium Twenty-Six Sixteen, as originally recorded in Pinellas County's Official Records Book 3937, Page 79; Cove Cay Condominium Twenty-Six Seventeen, as originally recorded in Pinellas County's Official Records Book 3930, Page 752; and Cove Cay Condominium Twenty-Six Eighteen, as originally recorded in Pinellas

IN WITNESS WHEREOF, COVE CAY VILLAGE I CONDOMINIUM ASSOCIATION, INC. has caused this instrument to be signed by its duly authorized officer on the Alt-day of bornany 2016

COVE CAY VILLAGE !CONDOMINIUM

Printed Name of Witness #2

STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this] Pritts, who is personally known to me or provided _ <u>nun</u>/2016, by Gregory B.

> Rochelle Gange State of Florida

ly Commission Expires 12/10/2017 Commission No. FF 75464

Notary Public

Commission No: My Commission Expires:

ADOPTED AMENDMENTS TO AMENDED AND RESTATED BYLAWS OF COVE CAY VILLAGE I ASSOCIATION, INC.

The following amendments have been adopted to the Amended and Restated Bylaws for Cove Cay Village I Association, Inc., which were recorded at Official Record Book 10043, Page 2263 of the Public Records of Pinellas County, Florida.

Item A. The title of Article IV and Section 1 of Article IV are amended to read as follows:

ARTICLE IV

Consolidated Budget, Assessments and Financial Affairs

SECTION 1. The fiscal year of the Association shall be the calendar year. Further, notwithstanding any other provisions in these Bylaws or the other governing documents of the Association and its constituent condominiums, the budgeting, assessments, accounting, reserves, and other financial affairs of all five condominiums operated and managed by the Association shall be consolidated for purposes of all financial matters, as if this were a single condominium, as authorized by Section 718.111 (6) of the Florida Statutes. This consolidation will not change the percentages of sharing common expenses which apply to each unit in Cove Cay I, as established by the Declaration for such unit, but the percentage of sharing expenses will apply to the overall budget and expenses of all five condominiums pursuant to a consolidated budget.

Item B. Article III, Section 6 (h) of the Amended and Restated Bylaws is amended to add a new subsection 1 to read as follows:

SECTION 6. Powers and Duties. The Board of Directors shall have the powers and duties necessary or desirable for the proper administration of the affairs of the Association, and may do all acts and things appropriate thereto not excluded from the authority of the Board of Directors by the Declarations, the Articles, the Condominium Act, or the Bylaws. The powers of the Board shall include, but not be limited to, the following:

- h. To approve or disapprove proposed transfers, sales, and leases of units unapproved, transfers are voidable. Rentals will not be approved if assessment or maintenance payments are delinquent. A husband/wife or parent/dependent child will be considered one applicant and may not be charged more than one fee. If the lease is a renewal of a lease with the same lessee, no fee shall be charged.
- 1. Leasing Approval Procedures. All leases shall be subject to prior approval of the Association. Within a reasonable time, not less than twenty (20) days prior to the commencement of the proposed lease term, a unit owner or his agent shall apply to the Association for approval of such lease on the application form prescribed by the Association, and

pay such application fee as established by the Board from time to time, not to exceed any limitation imposed by the Florida Statutes as amended from time to time. The owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease. No subleasing or assignment of a lease, or any change in occupancy, is permitted without further application and approval. It shall be the owner's obligation to furnish the lessee with a copy of all pertinent governing documents for the community, including any current Rules and Regulations, and other disclosures required by the Florida Statutes.

a. Reasons for potential disapproval include:

i. A prior criminal record, including any pleas of no contest, which indicates a potential threat to the health, safety or welfare of the community;

i. Non-compliance with any specific requirements set forth in the Association's governing documents, including any rules and regulations; or

iii. Providing false or incomplete information in connection with an application.

- b. As a condition of approval, the owner(s) and tenant(s) shall be required to sign a Lease Addendum form prepared by the Association, which shall contain an agreement of the tenant to comply with this Declaration and all other documents governing or affecting the community; shall contain a provision appointing the Association as agent for the owner so the Association may act on behalf of the owner to enforce the lease if the owner fails or refuses to do so, including eviction of the tenant as deemed necessary, and to collect rent from the tenant if the owner becomes delinquent in the payment of assessments and fails to cure such delinquency within a reasonable time following a demand by the Association. If a Lease Addendum is not executed, any lease which is entered shall be deemed to include such provisions. The owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease, Lease Addendum or any of the foregoing provisions. The Association also has the right to require, as a condition to permitting the leasing of a unit, that all assessments in regard to the unit be current.
- c. It shall be the duty of the Association to notify the unit owner of approval or disapproval of such proposed lease within fourteen (14) days after receipt of the application on the prescribed form with all required information, provided that this time frame may be extended until any requested interview of the proposed lessee(s) has taken place, and within five (5) days following the interview, or twenty (20) days after receipt of the application, whichever is later, the Association shall notify the unit owner of its decision.
- d. Disapproval of Leasing by Association. If a proposed lease is disapproved by the Association, the unit owner shall be so advised in writing and the lease shall not be made. Any lease made in violation of this Declaration shall be voidable, and the Association may institute suit to evict the tenant in which event the unit owner violating this paragraph shall be liable for all court costs and reasonable attorneys' fees incurred by the Association.
- e. Waiting period for new purchasers. In order to promote owner occupancy, no unit may be leased or rented by an owner who acquires title to any unit in the Condominium after the effective date of this amendment during the twenty-four (24) consecutive calendar

months following transfer of title to a unit. However, the Board of Directors may approve exceptions to this restriction in cases where the unit owners are unable to occupy their unit based upon a condition which occurs after the time that they purchased their unit and during the first twenty-four (24) months of ownership. Examples of potential hardship exceptions include accidents or other medical situations which prevent the owner from occupying the unit, job transfers, or other similar hardship situations. This amendment does not prohibit an owner from purchasing a unit which has an existing approved tenant who may remain through the end of the approved lease term, but the lease may not be renewed. If any lease is entered in violation of this section, in addition to other remedies available to the Association, the 24 month waiting period for new leases will be suspended during the period of time that any unauthorized lease is in

f. Security deposit required for new leases. The Association has the right to require, as a condition to permitting the leasing of a unit, the depositing with the Association of a security deposit in an amount established by the Board from time to time, up to the highest amount allowable by law. During, and upon the termination of occupancy of the unit by the lessee, the Association may deduct from the security deposit an amount equal to any actual or anticipated expenses occasioned by the wrongful act of the lessee or his invitees, guests or family members, including damage to the common elements or Association property, or other injuries or damage caused by the acts, omissions or negligence of such tenants or those claiming by, through or under them.

<u>Item C.</u> Article III, Section 6 h of the Amended and Restated Bylaws is amended to add a new subsection 2 to read as follows:

SECTION 6. Powers and Duties. The Board of Directors shall have the powers and duties necessary or desirable for the proper administration of the affairs of the Association, and may do all acts and things appropriate thereto not excluded from the authority of the Board of Directors by the Declarations, the Articles, the Condominium Act, or the Bylaws. The powers of the Board shall include, but not be limited to, the following:

h. To approve or disapprove proposed transfers, sales, and leases of units. Unapproved transfers are voidable. Rentals will not be approved if assessment or maintenance payments are delinquent. A husband/wife or parent/dependent child will be considered one applicant and may not be charged more than one fee. If the lease is a renewal of a lease with the same lessee, no fee shall be charged.

2. Sales approval procedures. The Association will have the right to disapprove a proposed sale on very limited grounds as set forth below. No unit owner may dispose of a unit or any interest therein by sale, except to a spouse, heir or trust of which the owner, his spouse or lineal descendants are the sole beneficiaries, without prior approval of the Association, as

- a) Within a reasonable time, not less than twenty (20) days prior to the sale, transfer or conveyance of the unit, a unit owner or his agent shall apply to the Association for approval of such sale, transfer, or conveyance on the application form prescribed by the Association. In the event a corporation, partnership, trust or other legal entity owns a unit, the transfer of a majority of the beneficial ownership of such entity shall be considered a transfer of interest in the unit. The owner or the grantee shall furnish such information as the Association may reasonably require, including a copy of the proposed contract of sale signed by the proposed purchaser, and an application fee as established by the Board from time to time, not to exceed any limitation imposed by the Florida Statutes, as amended from time to time.
- b) It shall be the duty of the Association to notify the unit owner of approval or disapproval of such proposed sale, transfer, or conveyance within fifteen (15) days after receipt of the application on the prescribed form with all required information.
- c) If a proposed sale, transfer, or conveyance is disapproved by the Association, the unit owner shall be so advised in writing, and the sale, transfer, or conveyance shall not be made. Any sale, transfer, or conveyance made in violation of this Declaration shall be voidable, and the Association may institute suit in which event the unit owner violating this paragraph shall be liable for all court costs and reasonable attorney's fees incurred by the Association. Reasons for potential disapproval include:
- 1. A prior criminal record of one of the proposed transferees or occupants, including any pleas of no contest, which indicates a potential threat to the health, safety or welfare of the community;
- 2. If the application process demonstrates non-compliance on the part of the transferees or proposed occupants with any specific requirements set forth in the Association's governing documents, including any rules and regulations; or
- 3. If the proposed seller or transferees provide false or incomplete information in connection with an application.

Item D. Article III, Section 6 h of the Amended and Restated Bylaws is amended to add a new subsection 3 to read as follows:

SECTION 6. Powers and Duties. The Board of Directors shall have the powers and duties necessary or desirable for the proper administration of the affairs of the Association, and may do all acts and things appropriate thereto not excluded from the authority of the Board of Directors by the Declarations, the Articles, the Condominium Act, or the Bylaws. The powers of the Board shall include, but not be limited to, the following:

- h. To approve or disapprove proposed transfers, sales, and leases of units. Unapproved transfers are voidable. Rentals will not be approved if assessment or maintenance payments are delinquent. A husband/wife or parent/dependent child will be considered one applicant and may not be charged more than one fee. If the lease is a renewal of a lease with the same lessee, no fee shall be charged.
 - Limitations on ownership of multiple units.
- to any other restrictions contained in this Declaration, no persons, corporations, or other legal entities may acquire title to more than two (2) units in the Condominium. This shall apply to any companies or entities that are related to the owner of another unit, such as those that have common officers, directors or partners, or where companies owning units have majority stockholders that also own other properties. This limitation will also apply to indirect acquisition of units by individuals, so as to prohibit a husband or wife from acquiring a unit when the other spouse has an ownership interest in two (2) units.
- b. If any person or entity acquires a second unit after this date, one unit must be leased and the owner must occupy the other unit. This restriction shall not apply to any persons or entities that properly own more than two (2) units as of the effective date of this amendment, but such persons or entities shall not be allowed to acquire any additional units in the future if this would result in a further violation. Any transfer that is made in violation of this provision may be set aside by the Association, and both parties to any such transaction will be jointly and severally liable for all costs and attorneys' fees incurred by the Association as a result of any prohibited transfer. In the event of any question regarding the applicability of this section to a proposed transfer, a request in writing is to be made for clarification by the Board of Directors prior to the date of any such transfer.

Item E. Article IV, Section 3 of the Amended and Restated Bylaws is amended to read as follows:

SECTION 3. Collection of Maintenance and Special Assessments. The Board of Directors, or the management agent employed pursuant to these Bylaws, shall collect the assessments against unit owners. Monthly installments of the annual maintenance assessments shall be due and payable in advance on the first (1st) day of each month of the period for which assessed, and late if paid after the 5th of the month. It is the owner's responsibility to pay without demand, even in the absence of a coupon book. Failure to pay assessments or monthly maintenance fees when due subjects the unit owners to a late charge of twenty-five (\$25.00) dollars per month from the due date until paid in full. Interest shall accrue at the highest allowable rate of 18% per annum on all unpaid assessments owed to the Association. All payments on account shall be applied first to late charges, interest, attorney fees and costs, if accrued, and then to assessment payment due. In the event the rate contained in this Section 3 exceeds the allowable rate set forth under Florida law, The association shall assess the maximum

allowable rate of interest on all unpaid assessments from the date of delinquency and other fees as may be necessary as set forth in the Association documents and the condominium act.

END OF ADOPTED AMENDMENTS

Prepared by and Return To: Niurka Fernandez Asmer, Esq. Fernandez Florida Law 113 South Boulevard Tampa, Florida 33606

KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, PL INST# 2016047914 02/18/2016 at 12:50 PM OFF REC BK: 19088 PG: 1953-1955 DocType:CONDO RECORDING: \$27.00

2016, by Gregory

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR COVE CAY CONDOMINIUM TWENTY-SIX FOURTEEN, VILLAGE I. A CONDOMINIUM

This is to certify that the amendment to Article XXXI of the Declaration of Condominium for Cove Cay Condominium Twenty-Six Fourteen, Viilage I, A Condominium, attached hereto as Exhibit A to this Certificate and incorporated herein, was duly adopted by the Association membership at the duly noticed members' meeting of the Association on December 7, 2015, and the continuation of such meeting on February 3, 2016, in accordance with the requirements of the applicable Florida Statutes and the

The original Declaration of Condominium for Cove Cay Condominium Twenty-Six Fourteen was recorded at Pinellas County Official Records Book 3908, Page 769.

IN WITNESS WHEREOF, COVE CAY VILLAGE I CONDOMINIUM ASSOCIATION, INC. has caused this instrument to be signed by its duly authorized officer on the May of Jehmany 2016

COVE CAY VILLAGE I CÓNDOMINIUM ASSOCIATION,

Printed Name of Witness

Printed Name of Witness #2

STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this

B. Fritts, who is personally known to me or provided

Notary Public

Commission No:

My Commission Expires:

Rochelle Gange State of Florida Commission Expires 12/10/2017

Commission No. FF 75464

ADOPTED AMENDMENT TO ARTICLE XXXI OF THE DECLARATIONS OF CONDOMINIUM FOR COVE CAY CONDOMINIUMS TWENTY-SIX FOURTEEN, TWENTY-SIX FIFTEEN, TWENTY-SIX SEVENTEEN AND TWENTY-SIX EIGHTEEN OF COVE CAY VILLAGE I, A CONDOMINIUM

Article XXXI of each of the Declarations of Condominium for the above-named condominiums is hereby amended to read as follows.

ARTICLE XXXI AMENDMENT OF DECLARATION OF CONDOMINIUM

Except for any alteration in the percentage of ownership in the COMMON ELEMENTS appurtenant to each APARTMENT UNIT or alteration of the basis for apportionment of assessments both for VILLAGE COST and COVE CAY DRIVE MAINTENANCE COST, ETC., which may be levied by ASSOCIATION in accordance with the provisions hereof, in which said instances consent of all the owners of all APARTMENT UNITS and their respective mortgagees in all Condominiums in COVE CAY as to COVE CAY DRIVE MAINTENANCE COST, ETC., this Declaration of Condominium may be amended in the following manner:

in the voting in connection with a membership meeting where a quorum is obtained, in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of this Declaration of Condominium shall be transcribed and certified by the President or Vice-President of ASSOCIATION as having been duly adopted, and the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a Deed shall be recorded in the Public Records of Pinellas County, Florida, such amendment or amendments to specifically refer to the recording data identifying the Declaration of Condominium. Thereafter, a copy of such amendment or amendments to this Declaration in the form in which the same were placed of record by the officers of ASSOCIATION shall be delivered or otherwise made available electronically or in such fashion as required by the Florida Statutes, to all of the owners of all APARTMENT UNITS, but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, members who are entitled to vote must vote in person or by limited proxy, provided that such proxy must be delivered to the Secretary of ASSOCIATION or the Manager for ASSOCIATION at or prior to such meeting. Furthermore, no amendment to this Declaration shall be adopted which would operate to affect the validity of any mortgage held by a Mortgagee without the consent of all such Mortgagees.

Prepared by and Return To: Niurka Fernandez Asmer, Esq. Fernandez Florida Law 113 South Boulevard Tampa, Florida 33606

KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL INST# 2016047915 02/18/2015 at 12:50 PM OFF REC BK: 19088 PG: 1956-1958 DocType:GONDO RECORDING: \$27.08

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR COVE CAY CONDOMINIUM TWENTY-SIX FIFTEEN, VILLAGE I, A CONDOMINIUM

This is to certify that the amendment to Article XXXI of the Declaration of Condominium for Cove Cay Condominium Twenty-Six Fifteen, Village I, A Condominium, attached hereto as Exhibit A to this Certificate and incorporated herein, was duly adopted by the Association membership at the duly noticed members' meeting of the Association on December 7, 2015, and the continuation of such meeting on February 3, 2016, in accordance with the requirements of the applicable Florida Statutes and the

The original Declaration of Condominium for Cove Cay Condominium Twenty-Six Fifteen was recorded at Pinellas County Official Records Book 3908, Page 862.

IN WITNESS WHEREOF, COVE CAY VILLAGE I CONDOMINIUM ASSOCIATION, INC. has caused this instrument to be signed by its duly authorized officer on the 11 day of 110 ruam 2016

COVE CAY VILLAGE LOONDOMINIUM Gregory B. Fritts, Vice President

Signature of

Printed Name of Witness #2

STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 111 day of 12 B. Fritts, who is personally known to me or provided A DE hniam 2016, by Gregory as identification.

Rochelle Gange State of Florida dy Commission Expires 12/10/2017

Commission No. FF 75464

Notary Public

Commission No:

My Commission Expires:

ADOPTED AMENDMENT TO ARTICLE XXXI OF THE DECLARATIONS OF CONDOMINIUM FOR COVE CAY CONDOMINIUMS TWENTY-SIX FOURTEEN, TWENTY-SIX FIFTEEN, TWENTY-SIX SEVENTEEN AND TWENTY-SIX EIGHTEEN OF COVE CAY VILLAGE I, A CONDOMINIUM

Article XXXI of each of the Declarations of Condominium for the above-named condominiums is hereby amended to read as follows.

ARTICLE XXXI AMENDMENT OF DECLARATION OF CONDOMINIUM

Except for any alteration in the percentage of ownership in the COMMON ELEMENTS appurtenant to each APARTMENT UNIT or alteration of the basis for apportionment of assessments both for VILLAGE COST and COVE CAY DRIVE MAINTENANCE COST, ETC., which may be levied by ASSOCIATION in accordance with the provisions hereof, in which said instances consent of all the owners of all APARTMENT UNITS and their respective mortgagees in all Condominiums in COVE CAY as to COVE CAY DRIVE MAINTENANCE COST, ETC., this Declaration of Condominium may be amended in the following manner:

in the voting in connection with a membership meeting where a quorum is obtained, in order for such amendment or amendments to become effective. amendments of this Declaration of Condominium shall be transcribed and certified by the President or Vice-President of ASSOCIATION as having been duly adopted, and the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a Deed shall be recorded in the Public Records of Pinellas County, Florida, such amendment or amendments to specifically refer to the recording data identifying the Declaration of Condominium. Thereafter, a copy of such amendment or amendments to this Declaration in the form in which the same were placed of record by the officers of ASSOCIATION shall be delivered or otherwise made available electronically or in such fashion as required by the Florida Statutes, to all of the owners of all APARTMENT UNITS, but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, members who are entitled to vote must vote in person or by limited proxy, provided that such proxy must be delivered to the Secretary of ASSOCIATION or the Manager for ASSOCIATION at or prior to such meeting. Furthermore, no amendment to this Declaration shall be adopted which would operate to affect the validity of any mortgage held by a Mortgagee without the consent of all such Mortgagees.

Prepared by and Return To: Niurka Fernandez Asmer, Esq. Fernandez Florida Law 113 South Boulevard Tampa, Florida 33606

KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL INST# 2016047916 02/18/2016 at 12:50 PM OFF REC BK: 19088 PG: 1959-1961 DocType:CONDO RECORDING: \$27.00

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR COVE CAY CONDOMINIUM TWENTY-SIX SIXTEEN, VILLAGE I, A CONDOMINIUM

This is to certify that the amendment to Article XXXI of the Declaration of Condominium for Cove Cay Condominium Twenty-Six Sixteen, Village I, A Condominium, attached hereto as Exhibit A to this Certificate and incorporated herein, was duly adopted by the Association membership at the duly noticed members' meeting of the Association on December 7, 2015, and the continuation of such meeting on February 3, 2016, in accordance with the requirements of the applicable Florida Statutes and the

The original Declaration of Condominium for Cove Cay Condominium Twenty-Six Fifteen was recorded at Pinellas County Official Records Book 3937, Page 79.

IN WITNESS WHEREOF, COVE CAY VILLAGE I CONDOMINIUM ASSOCIATION, INC. has caused this instrument to be signed by its duly authorized officer on the 12 day of 2 bruary 2016

COVE CAY VILLAGE I CONDOMINIUM ASSOCIATION_INC

Grégofy B. Fritts, Vice President

STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this II day of B. Fritts, who is personally known to me or provided and 2016, by Gregory as identification.

Notary Public

Commission No.

My Commission Expires:

Rochelle Gange State of Florida Commission Expires 12/10/2017

Commission No. FF 75464

ADOPTED AMENDMENT TO ARTICLE XXXI OF THE DECLARATIONS OF CONDOMINIUM FOR COVE CAY CONDOMINIUMS TWENTY-SIX FOURTEEN, TWENTY-SIX FIFTEEN, TWENTY-SIX SEVENTEEN AND TWENTY-SIX EIGHTEEN OF COVE CAY VILLAGE I, A CONDOMINIUM

Article XXXI of each of the Declarations of Condominium for the above-named condominiums is hereby amended to read as follows.

ARTICLE XXXI AMENDMENT OF DECLARATION OF CONDOMINIUM

Except for any alteration in the percentage of ownership in the COMMON ELEMENTS appurtenant to each APARTMENT UNIT or alteration of the basis for apportionment of assessments both for VILLAGE COST and COVE CAY DRIVE MAINTENANCE COST, ETC., which may be levied by ASSOCIATION in accordance with the provisions hereof, in which said instances consent of all the owners of all APARTMENT UNITS and their respective mortgagees in all Condominiums in COVE CAY as to COVE CAY DRIVE MAINTENANCE COST, ETC., this Declaration of Condominium may be amended in the following manner:

in the voting in connection with a membership meeting where a quorum is obtained, in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of this Declaration of Condominium shall be transcribed and certified by the President or Vice-President of ASSOCIATION as having been duly adopted, and the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a Deed shall be recorded in the Public Records of Pinellas County, Florida, such amendment or amendments to specifically refer to the recording data identifying the Declaration of Condominium. Thereafter, a copy of such amendment or amendments to this Declaration in the form in which the same were placed of record by the officers of ASSOCIATION shall be delivered or otherwise made available electronically or in such fashion as required by the Florida Statutes, to all of the owners of all APARTMENT UNITS, but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, members who are entitled to vote must vote in person or by limited proxy, provided that such proxy must be delivered to the Secretary of ASSOCIATION or the Manager for ASSOCIATION at or prior to such meeting. Furthermore, no amendment to this Declaration shall be adopted which would operate to affect the validity of any mortgage held by a Mortgagee without the consent of all such Mortgagees.

KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL INST# 2016047917 02/18/2016 at 12:50 PM OFF REC BK: 19088 PG: 1962-1964 DocType:CONDO RECORDING: \$27.00

Prepared by and Return To: Niurka Fernandez Asmer, Esq. Fernandez Florida Law 113 South Boulevard Tampa, Florida 33606

CERTIFICATE OF AMENDMENT ATION OF CONDOMINIUM FOR COVE CAY CONDOMINIUM TWENTY-SIX SEVENTEEN, VILLAGE I. A CONDOMINIUM

This is to certify that the amendment to Article XXXI of the Declaration of Condominium for Cove Cay Condominium Twenty-Six Seventeen, Village I, A Condominium, attached hereto as Exhibit A to this Certificate and incorporated herein, was duly adopted by the Association membership at the duly noticed members' meeting of the Association on December 7, 2015, and the continuation of such meeting on February 3, 2016, in accordance with the requirements of the applicable Florida Statutes and the

The original Declaration of Condominium for Cove Cay Condominium Twenty-Six Fifteen was recorded at Pinellas County Official Records Book 3930, Page 752.

IN WITNESS WHEREOF, COVE CAY VILLAGE I CONDOMINIUM, ASSOCIATION, INC. has caused this instrument to be signed by its duly authorized officer on the 1 12 day of 2 man 2016

COVE CAY VILLAGE I QONDOMINIUM ASSOCIATION, INC. Gregery B. Fritts, Vice President

STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 11 day of Jerman 2016, by Gregory B. Fritts, who is personally known to me or provided Fr as identification.

> Rochelle Gange State of Florida

Commission Expires 12/10/2017 Commission No. FF 75464

Notary Public

Commission No.

My Commission Expires:

ADOPTED AMENDMENT TO ARTICLE XXXI OF THE DECLARATIONS OF CONDOMINIUM FOR COVE CAY CONDOMINIUMS TWENTY-SIX FOURTEEN, TWENTY-SIX FIFTEEN, TWENTY-SIX SEVENTEEN AND TWENTY-SIX EIGHTEEN OF COVE CAY VILLAGE I, A CONDOMINIUM

Article XXXI of each of the Declarations of Condominium for the above-named condominiums is hereby amended to read as follows.

ARTICLE XXXI AMENDMENT OF DECLARATION OF CONDOMINIUM

Except for any alteration in the percentage of ownership in the COMMON ELEMENTS appurtenant to each APARTMENT UNIT or alteration of the basis for apportionment of assessments both for VILLAGE COST and COVE CAY DRIVE MAINTENANCE COST, ETC., which may be levied by ASSOCIATION in accordance with the provisions hereof, in which said instances consent of all the owners of all APARTMENT UNITS and their respective mortgagees in all Condominiums in COVE CAY as to COVE CAY DRIVE MAINTENANCE COST, ETC., this Declaration of Condominium may be amended in the following manner:

in the voting in connection with a membership meeting where a quorum is obtained, in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of this Declaration of Condominium shall be transcribed and certified by the President or Vice-President of ASSOCIATION as having been duly adopted, and the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a Deed shall be recorded in the Public Records of Pinellas County, Florida, such amendment or amendments to specifically refer to the recording data identifying the Declaration of Condominium. Thereafter, a copy of such amendment or amendments to this Declaration in the form in which the same were placed of record by the officers of ASSOCIATION shall be delivered or otherwise made available electronically or in such fashion as required by the Florida Statutes, to all of the owners of all APARTMENT UNITS, but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, members who are entitled to vote must vote in person or by limited proxy, provided that such proxy must be delivered to the Secretary of ASSOCIATION or the Manager for ASSOCIATION at or prior to such meeting. Furthermore, no amendment to this Declaration shall be adopted which would operate to affect the validity of any mortgage held by a Mortgagee without the consent of all such Mortgagees.

KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL INST# 2016047918 02/18/2016 at 12:50 PM OFF REC BK: 19088 PG: 1965-1967 DocType:CONDO RECORDING: \$27.00

Prepared by and Return To: Niurka Fernandez Asmer, Esq. Fernandez Florida Law 113 South Boulevard Tampa, Florida 33606

CERTIFICATE OF AMENDMENT ATION OF CONDOMINIUM FOR COVE CAY CONDOMINIUM TWENTY-SIX EIGHTEEN, VILLAGE I. A CONDOMINIUM

This is to certify that the amendment to Article XXXI of the Declaration of Condominium for Cove Cay Condominium Twenty-Six Eighteen, Village I, A Condominium, attached hereto as Exhibit A to this Certificate and incorporated herein, was duly adopted by the Association membership at the duly noticed members' meeting of the Association on December 7, 2015, and the continuation of such meeting on February 3, 2016, in accordance with the requirements of the applicable Florida Statutes and the

The original Declaration of Condominium for Cove Cay Condominium Twenty-Six Fifteen was recorded at Pinellas County Official Records Book 4025, Page 1178.

IN WITNESS WHEREOF, COVE CAY VILLAGE I CONDOMINIUM ASSOCIATION, INC. has caused this instrument to be signed by its duly authorized officer on the May of Acomony 206

COVE CAY VILLAGE I CONDOMINIUM ASSOCIATION, INC

Gregory B. Fritts, Vice President

Printed Name of Witness #2

STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 11th day of <u>Je bronn</u> 2016, by Gregory B. Fritts, who is personally known to me or provided E as identification.

Rochelle Gange State of Florida

Commission Expires 12/10/2017 Commission No. FF 75464

Notary Public

Commission No:

My Commission Expires:

ADOPTED AMENDMENT TO ARTICLE XXXI OF THE DECLARATIONS OF CONDOMINIUM FOR COVE CAY CONDOMINIUMS TWENTY-SIX FOURTEEN, TWENTY-SIX FIFTEEN, TWENTY-SIX SEVENTEEN AND TWENTY-SIX EIGHTEEN OF COVE CAY VILLAGE I, A CONDOMINIUM

Article XXXI of each of the Declarations of Condominium for the above-named condominiums is hereby amended to read as follows.

ARTICLE XXXI AMENDMENT OF DECLARATION OF CONDOMINIUM

Except for any alteration in the percentage of ownership in the COMMON ELEMENTS appurtenant to each APARTMENT UNIT or alteration of the basis for apportionment of assessments both for VILLAGE COST and COVE CAY DRIVE MAINTENANCE COST, ETC., which may be levied by ASSOCIATION in accordance with the provisions hereof, in which said instances consent of all the owners of all APARTMENT UNITS and their respective mortgagees in all Condominiums in COVE CAY as to COVE CAY DRIVE MAINTENANCE COST, ETC., this Declaration of Condominium may be amended in the following manner:

in the voting in connection with a membership meeting where a quorum is obtained, in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of this Declaration of Condominium shall be transcribed and certified by the President or Vice-President of ASSOCIATION as having been duly adopted, and the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a Deed shall be recorded in the Public Records of Pinellas County, Florida, such amendment or amendments to specifically refer to the recording data identifying the Declaration of Condominium. Thereafter, a copy of such amendment or amendments to this Declaration in the form in which the same were placed of record by the officers of ASSOCIATION shall be delivered or otherwise made available electronically or in such fashion as required by the Florida Statutes, to all of the owners of all APARTMENT UNITS, but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, members who are entitled to vote must vote in person or by limited proxy, provided that such proxy must be delivered to the Secretary of ASSOCIATION or the Manager for ASSOCIATION at or prior to such meeting. Furthermore, no amendment to this Declaration shall be adopted which would operate to affect the validity of any mortgage held by a Mortgagee without the consent of all such Mortgagees.

I#: 2016152860 BK: 19199 PG: 412, 05/19/2016 at 04:37 PM, RECORDING 1 PAGES \$10.00 KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY

Prepared by and Return To: Niurka Fernandez Asmer, Esq. Fernandez Florida Law 113 South Boulevard Tampa, Florida 33606

CORRECTIVE CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR COVE CAY CONDOMINIUM TWENTY-SIX EIGHTEEN: VILLAGE I. A CONDOMINIUM

This Corrective Certificate of Amended serves to correct a typographical error recorded in the public records of Pinelias County on February 18, 2016, Official Records Book 19088, Page 1965-1967, and to certify that the amendment to Article XXXI of the Declaration of Condominium for Cove Cay Condominium Twenty-Six Eighteen, Village I, A Condominium, attached hereto as Exhibit A to this Certificate and incorporated herein, was duly adopted by the Association membership at the duly noticed members' meeting of the Association on December 7, 2015, and the continuation of such meeting on February 3, 2016, in accordance with the requirements of the applicable Florida Statutes and the governing documents.

The original Declaration of Condominium for Cove Cay Condominium Twenty-Six Piffeen Eighteen was recorded at Pinellas County Official Records Book 4025, Page 1178.

IN WITNESS WHEREOF, COVE CAY VILLAGE I CONDOMINIUM ASSOCIATION, INC. has caused this instrument to be signed by its duly authorized officer on the 11 day of 1907 2016.

COVE CAY VILLAGE I CONDOMINIUM ASSOCIATION. INC.

By: Calerth Hendrix, President

Signature of Witness #1

Zerah Herez Minted Name of Witness #1

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Signature of Witness #2

Drintan Noma of Witness #7

STATE OF PLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this \(\frac{1}{2} \) day of \(\frac{\mathcal{MM}}{\mathcal{MM}} \) 2016, by Elizabeth Hendrix, who is personally known to me or provided \(\frac{\mathcal{MM}}{\mathcal{MM}} \) as identification.

AMBREA MCLOUGHUN MY COMMISSION & FF 4167 EXPRES: June 21, 2017

Notary Public. Commission No:

My Commission Expires: