

"CERTIFICATE OF AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
OF ISLAND POINT, INC., NO. 1, A CONDOMINIUM

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on MARCH 15<sup>TH</sup>, 1999, by a vote of seventy-five percent of the unit owners present and voting and after the unanimous adoption of a resolution proposing said amendments by the Board of Administration, the Declaration of Condominium Ownership of Island Point, Inc., No. 1, a Condominium, as originally recorded in O.R. Book 3985, Page 413 et seq., in the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

"The Declaration of Condominium Ownership of Island Point, Inc., No. 1, a Condominium, is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Condominium Ownership of Island Point, Inc., No. 1, a Condominium."

FEES  
IN  
STATE  
COUNTY  
REG  
RECORDING  
FEE  
NOT  
FEE  
REV  
TOTAL

1500  
1500.00

IN WITNESS WHEREOF, ISLAND POINT, INC., NO. 1, has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 20<sup>TH</sup> day of APRIL, 1999.

(Corporate Seal)

ISLAND POINT, INC., NO. 1

ATTEST:

By: [Signature]  
President

[Signature]  
Secretary

9C564252 PAD 05-27-1999 09:51:01  
01 CTF-ISLAND POINT INC NO 1  
RECORDING 1 \$15.00  
TOTAL: \$15.00  
CHECK AMT. TENDERED: \$15.00  
CHANGE: \$.00

STATE OF FLORIDA  
COUNTY OF PINELLAS

On this 20<sup>TH</sup> day of APRIL, 1999, personally appeared before me CHUCK COLLARO, President, and GABRIELLE SNAPP, Secretary of ISLAND POINT, INC., NO. 1, and who are personally known to me or produced N/A as identification and who did take an oath.

[Signature]  
NOTARY PUBLIC, State of Florida at Large  
My Commission Expires:

CONDOMINIUM PLAT PERTAINING HERETO RECORDED IN CONDOMINIUM PLAT BOOK 13, PAGES 41, 42 and 43.

NOTARY PUBLIC  
STATE OF FLORIDA  
Jerry Wicky  
Commission # CC 770825  
Expires OCT. 26, 2002  
BONDED THRU  
ATLANTIC BONDING CO., INC.

SCHEDULE OF AMENDMENTS  
TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
OF ISLAND POINT, INC., NO. 1, A CONDOMINIUM

1. Paragraph 18(b) RENTAL OR LEASE, of the Declaration of Condominium is deleted in its entirety and an entirely new subparagraph (b) RENTAL OR LEASE, shall be added to read as follows:

(b) RENTAL OR LEASE: A condominium parcel shall not be leased or rented without prior written approval of the Association, and the terms and conditions of said lease are subject to the approval of the Board of Directors of the Association. The Board of Directors shall have the right to require that a substantially uniform form of lease be used. Submission of all such information shall be at least seven (7) days prior to the inception of the lease. Approval of a lease shall be granted within seven (7) days of the submission of the fully completed lease and application form, and such other additional information as may be requested by the Board, if the following factors are met:

(1) In furtherance of the residential nature of the community, units subject to leases shall be occupied by a single family. For purposes of this provision, the term "single family" shall mean and be defined as up to two persons living together as a single housekeeping unit. Up to four persons may occupy a two-bedroom unit provided that not more than two (2) of the occupants are not related by blood, marriage or legal adoption.

(2) In addition to requiring submission of the screening form and other information as set forth above, a fee, not to exceed the maximum amount allowed by law, may be imposed in connection with the approval of the proposed lease.

(3) In connection with the other information required under this Article, the Association shall be authorized to require that the proposed occupant(s) of the Unit arrange for a personal interview with the Association or its designee in order to become acquainted with the use restrictions within the community. Said interview must take place not less than seven (7) days prior to the effective date of occupancy. Provided, however, that where the occupant(s) lives more than twenty-five (25) miles from the community, said personal interview shall not be required prior to occupancy, but must be arranged within ten (10) days after occupancy.

(4) In order to ensure the integrity of the provisions contained herein, the following restrictions relative to occupancy of units in the absence of owners are hereby adopted: In the absence of the properly approved record owner(s) of a unit, no person shall be allowed to occupy a unit more than thirty (30) days in a calendar year. Occupancy of a unit in excess of this limitation shall be deemed a violation of this provision and subject to penalties as contained in the Documents, and shall also be considered an unapproved lease unless subsequently approved as elsewhere provided herein. Occupancy of units in the absence of the properly approved lessee(s) shall be prohibited. For purposes of this provision, the term "occupancy" shall mean any number of persons who reside in a unit overnight, for one or more nights.

(5) The Board shall have the authority to consider the credit history, arrest history, history of compliance with rules and regulations, or violations of restrictions in all other multi-family dwelling communities, in considering to approve a lease or rental, rental amount, and such other factors the Board in its sole discretion deems to be relative.

(6) The owner shall provide a copy of the Association's Rules and Regulations to the Lessee. Lessee shall be responsible for any and all damage to any part of the condominium properties, along with the owner.

(7) Due to the residential nature of the building and issues associated with rule enforcement against non-owners, and a desire to maintain the owners' ability to receive mortgages on their units, there shall be a limitation on leasing of units within the building.

(8) After the effective date of this provision, not more than nine (9) of the units shall be rented or leased at any one time. As of December 1, 1998, only nine (9) of the units are currently rented or are being offered for rent.

(9) The Association, through the Board of Directors, shall have the authority to promulgate rules regarding implementation of this restriction including waiting lists, determination of rental or lease renewals, or other matters to fairly distribute rentals after imposition of this provision.

(10) Any lease authorized pursuant to this provision shall be for a term of not less than one year. If a Lessee vacates the unit prior to the end of said one year period, a new lease will not be approved.

(The remainder of Paragraph 18. CONVEYANCES, SALES, RENTAL, LEASES AND TRANSFERS remains unchanged).

## BAY HOUSE PARKING POLICY

[New space assignments will become effective: February 1, 1997]

*The Board Members would like to thank you in advance for your cooperation in following these reasonable policies; please take the time to explain them to your guests so that all of us, whether residents or guests, feel comfortable during their time at Bayhouse. The Parking Policy is reviewed annually.*

\*\*\*\*\*

### PARKING ASSIGNMENTS

Each unit owns one [1] permanent parking space either covered or uncovered. A unit, whose original owner chose to pay for a covered space, is inextricably partnered with a guaranteed covered space. The Board's criterions by which spaces are assigned are as follows:

1. Special circumstances governed by handicap/illness  
[A letter MUST be on file indicating special request]
2. Florida Resident by Date Of Purchase [D.O.P.]

#### Definition of Florida Residency

The following requirements should be met to constitute a person as a "Florida Resident":

- a) By using the Bay House address as ones primary legal residence.
  - b) Registered to VOTE in Pinellas County, [except if the Bay House address is the legal residence of a foreign national.]
  - c) By using Florida registration tags for the car.
3. Absentee owner by Date Of Purchase [D.O.P.]
  4. Unit owners without cars are placed last.

\*\*\*\*\*

### GUEST PARKING RULES

1. To be used by visitors on a FIRST COME FIRST SERVED BASIS.

\*\*\*\*\*

### OVERNIGHT VISITORS - SHORT AND/OR LONG TERM

Each unit owner will receive from the Board the following item:

- 1 laminated overnight visitor tag for the rear view mirror.

Overnight visitors, short term, will be asked to display a laminated tag on their rear view mirror during their visit.

\*\*\*\*\*

Overnight visitors, long term: after thirty [30] TOTAL days in one year, they are considered permanent residents and would fall under the arrangements made for reserved parking assignments.

\*\*\*\*\*

### PARKING IN THE CIRCLE

Parking in the circle will be allowed only for the following reasons:

1. Reasonably brief periods for loading, unloading and deliveries.
2. Emergency services to the building.
3. Service contractors who have to park close to the building in order to use special equipment. (eg. carpet steaming)
4. Limousines and taxis picking up or dropping off passengers.

Formation Documents: Official Record Book 3985, Pages 413-508, 1/11/73-Declaration, By-Laws (which include House Rules, etc.) (Per 3/14/05 Agreement of Sale, Condominium Association Disclosure Rider-Par 4, this was the sole document provided Buyer).

Recorded "Amendment #1": Official Record Book 10531, Pages 771-773, 5/27/99-- contains unit rental/lease criteria amendments, amending and restating Par. 18 (b) of original declaration. (Includes "9-unit rental rule")

Recorded "Amendment #2": Official Record Book 14061, pages 395-425, 1/12/05-- Amends and restates By-Laws in entirety, including criteria for: member meetings, elections, proxies, directors, board meetings, board rules (aka "house rules"), etc., indemnification of board members, by-law amendment process, disputes (initial non-binding arbitration requirement), etc.

- Per 14061, pg. 409, Par 4.4 (purports to replace original house rules as stated in the Formation documents)—“to enact rules concerning the use, appearance, occupancy of units, common elements, subject to limitations contained in the Declaration of Condominium.”
- Indemnification of Board members—In order to void indemnification, court must find that director did not act in good faith or in a manner believed not to be in the best interest of the Association, with court specifically denying indemnification.
- By-law amendments (now including former “house rules”) “shall become effective only after being recorded un the Pinellas County Records according to law.” (see Book 14061, page 424, par. 9.4)

Pets- in the Formation Documents, embodied both within the Declaration (see Book 3985, page 433, par 21.b), and House Rules section of By-laws (see Book 3985, page 464, Article 8B) the following language is duplicated: “An owner who moves into a condominium parcel with a pet; in the event said pet dies thereafter, the owner cannot and shall not be permitted to replace pet.” Amended and Restated By-laws of 1/12/05 are silent on the pet issue (no affirmative prohibition). Most importantly, the pet provision in the Declaration (Book 3985, page 433, par 21.b) remains absolutely unaltered. (And as hereinbefore stated, to be effective, any so-called “house rules” must comport with provisions of the Declaration.) Accordingly, given the abundantly clear English language reading of the above section, a (single) pet is permitted in accordance with the aforementioned conditional “until death” language in the declaration. Not only is there no duly recorded pet prohibition, but also there is actually an affirmative right to own one, albeit on the stated conditional basis. After the 3/31/05 acquisition date of unit #203, a subsequent, even duly approved and recorded amendment to the Declaration would have no retroactive effect on this (effectively “grandfathered”) right.

644 Island Way, Unit 203, Clearwater, FL 33767 (Island point, Inc., No.1)-Recorded Documents

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Prepared By and Return To:  
Joseph R. Cianfrone, P.A.  
1964 Bayshore Boulevard  
Dunedin, Florida 34698

CERTIFICATE  
FOR  
PROPOSED  
AMENDED AND RESTATED BY-LAWS  
OF  
ISLAND POINT, INC., NO. 1

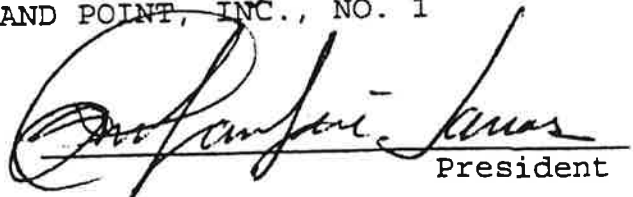
NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on November 23, 1998, by a vote of three-fourths (3/4) of all members, the attached Proposed Amended and Restated By-Laws of Island Point, Inc., No. 1 were duly approved.

IN WITNESS WHEREOF, ISLAND POINT, INC., NO. 1 has caused this Certificate to be executed in accordance with the authority hereinabove expressed this 3<sup>rd</sup> day of ~~December, 2004.~~  
January, 2005

ISLAND POINT, INC., NO. 1

(Corporate Seal)

By:

  
President


ATTEST:

  
Secretary

CONDOMINIUM PLAT PERTAINING HERETO RECORDED IN  
CONDOMINIUM PLAT BOOK 13, PAGES 41, 42 AND 43.

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 3rd  
day of ~~December, 2004~~, by Constantine Janus, as President, and Haimy Romeo  
January, 2005, as Secretary of ISLAND POINT, INC., NO. 1.  
They are personally known to me or have produced \_\_\_\_\_  
\_\_\_\_\_ as identification.

  
\_\_\_\_\_  
NOTARY PUBLIC  
STATE OF FLORIDA AT LARGE

MY COMMISSION EXPIRES:  
June 11, 2006



**CERTIFICATE OF AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
OF ISLAND POINT, INC., NO. 1, A CONDOMINIUM**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on MARCH 15<sup>TH</sup>, 1999, by a vote of seventy-five percent of the unit owners present and voting and after the unanimous adoption of a resolution proposing said amendments by the Board of Administration, the Declaration of Condominium Ownership of Island Point, Inc., No. 1, a Condominium, as originally recorded in O.R. Book 3985, Page 413 et seq., in the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

3

"The Declaration of Condominium Ownership of Island Point, Inc., No. 1, a Condominium, is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Condominium Ownership of Island Point, Inc., No. 1, a Condominium."

REGISTRATION  
FEE  
TAX  
MIF  
REV  
TOTAL

1500

1500.00

IN WITNESS WHEREOF, ISLAND POINT, INC., NO. 1, has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 20<sup>TH</sup> day of APRIL, 1999.

(Corporate Seal)

ISLAND POINT, INC., NO. 1

ATTEST:

By:

Gabrielle J. Snapp  
Secretary

President

[Signature]

9C564252 PAD 05-27-1999 09:51:01  
01 CTF-ISLAND POINT INC NO 1  
RECORDING 1 \$15.00

STATE OF FLORIDA  
COUNTY OF PINELLAS

TOTAL: \$15.00  
CHECK AMT. TENDERED: \$15.00  
CHANGE: \$0.00

On this 20<sup>TH</sup> day of APRIL, 1999, personally appeared before me CHUCK COLLARO, President, and GABRIELLE SNAPP, Secretary of ISLAND POINT, INC., NO. 1, and who are personally known to me or produced N/A as identification and who did take an oath.

Jerry Wicky  
NOTARY PUBLIC, State of Florida at Large  
My Commission Expires:

CONDOMINIUM PLAT PERTAINING HERETO RECORDED IN CONDOMINIUM PLAT BOOK 13, PAGES 41, 42 and 43.



Jerry Wicky  
Commission # CC 770825  
Expires OCT. 26, 2002

**SCHEDULE OF AMENDMENTS  
TO  
DECLARATION OF CONDOMINIUM OWNERSHIP  
OF ISLAND POINT, INC., NO. 1, A CONDOMINIUM**

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(6) The owner shall provide a copy of the Association's Rules and Regulations to the Lessee. Lessee shall be responsible for any and all damage to any part of the condominium properties, along with the owner.

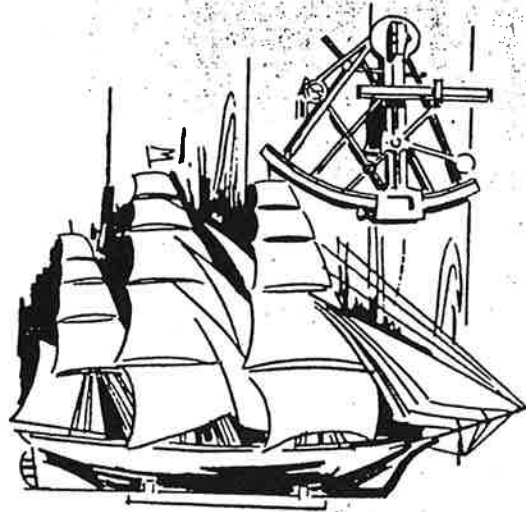
(7) Due to the residential nature of the building and issues associated with rule enforcement against non-owners, and a desire to maintain the owners' ability to receive mortgages on their units, there shall be a limitation on leasing of units within the building.

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(9) The Association, through the Board of Directors, shall have the authority to promulgate rules regarding implementation of this restriction including waiting lists, determination of rental or lease renewals, or other matters to fairly distribute rentals after imposition of this provision.

(10) Any lease authorized pursuant to this provision shall be for a term of not less than one year. If a Lessee vacates the unit prior to the end of said one year period, a new lease will not be approved.

(The remainder of Paragraph 18. CONVEYANCES, SALES, RENTAL, LEASES AND TRANSFERS remains unchanged).



BAY HOUSE  
ISLAND POINT UNIT #1

56 3/4 x 4  
1/2 x 28 x 29  
C. 1800