

PREPARED BY AND RETURN TO:
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KARLEEN F. DE BLAKER, CLERK OF COURT
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TOTAL: \$19.50
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BY _____ DEPUTY CLERK

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF
BAYWAY, A CONDOMINIUM
AND TO THE BY-LAWS OF
BAYWAY CONDOMINIUM ASSOCIATION, INC.**

This is to certify that at the meeting of the members of Bayway Condominium Association, Inc., held on April 24, 2001, at which a quorum of the members entitled to vote were present, the attached Amendments to the Declaration of Condominium of Bayway Condominium, and to the By-Laws of its governing entity, Bayway Condominium Association, Inc., were duly adopted by the membership as required by the amendatory provisions within each document amended. The Declaration of Condominium for Bayway, a Condominium is recorded in Official Records Book 6122, Page 1088 of the Public Records of Pinellas County, Florida, and the By-Laws, which are attached to the Declaration of Condominium, are recorded in Official Records Book 6122, Page 1139, of the Public Records of Pinellas County, Florida, and the Condominium Plat related thereto is found in Condominium Plat Book 88, Page 54 of the Public Records of Pinellas County, Florida.

IN WITNESS WHEREOF, BAYWAY CONDOMINIUM ASSOCIATION, INC. has caused this instrument to be signed by its duly authorized officer on the 18th day of MAY, 2001.

BAYWAY CONDOMINIUM ASSOCIATION, INC.

By: Ted D. Whitaker
Signature
TED D. WHITAKER, PRESIDENT
Printed Name and Title

[Signature]
Signature of Witness #1
PAUL
Printed Name of Witness #1

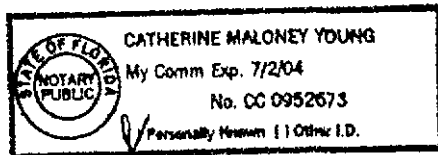
[Signature]
Signature of Witness #2
Rachel Cummings
Printed Name of Witness #2

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 18 day of May, 2001, by Ted D. Whitaker as President of BAYWAY CONDOMINIUM ASSOCIATION, INC., on behalf of the corporation, who acknowledged that he/she executed this document on behalf of the corporation, and stated that the foregoing is true and correct. He/She is personally known to me or has produced _____ as identification.

[Signature]
Notary Public - State of Florida at Large

My Commission Expires:



**ADOPTED AMENDMENTS TO
DECLARATION OF CONDOMINIUM OF
BAYWAY, A CONDOMINIUM
AND TO THE BY-LAWS OF
BAYWAY CONDOMINIUM ASSOCIATION, INC.**

Insertions are underlined; Deletions are ~~stricken through~~

PINELLAS COUNTY FLA.
OFF. REC. BK 11393 PG 501

1. **Amend Article XIV, Sections B.1.(a) and (b) of the Declaration of Condominium to read as follows:**

ARTICLE XIV

MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of units by any unit owner, ~~other than the Developer,~~ shall be subject to the following provisions as long as the Condominium exists and the Condominium buildings in useful condition exist upon the land:

* * * *

B. Approval by Association. The approval by the Association that is required for the transfer of ownership or possession of units shall be obtained in the following manner:

1. Notice to Association. Notice of the proposed transfer of ownership or possession of units shall be given to the Association in the following manner:

(a) A unit owner intending to make a bona fide sale of his unit or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended purchaser, such other information concerning the intended purchaser as the Association may reasonably require, and an executed copy of the proposed contract of sale, together with the payment of a preset application fee, said application fee to be set by the Board of Directors from time to time, in accordance with applicable law. Such notice, at the unit owner's option, may include a demand by the unit owner that the Association furnish a purchaser of the unit if the proposed purchaser is not approved.

(b) A unit owner intending to make a bona fide lease of his unit or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may ~~reasonable~~ reasonably require, and an executed copy of the proposed lease, together with the payment of a preset application fee, said application fee to be set by the Board of Directors from time to time, in accordance with applicable law.

* * * *

2. Amend Article XV, Section A.6. of the Declaration of Condominium, to read as follows:

ARTICLE XV
USE RESTRICTIONS

PINELLAS COUNTY FLA.
OFF. REC. BK 11393 PG 502

A. Generally. The use of the Condominium Property and the Recreation Area shall be in accordance with the following provisions as long as the Condominium exists and the Condominium buildings in useful condition exist upon the land:

* * * *

6. ~~Pets. An original unit owner may have one (1) small dog or cat (weighing no more than twenty (20) pounds) which he owns at the time the unit owner purchases his unit. In the event a dog or cat owned by an original unit owner dies or is disposed of, it cannot be replaced by another dog or cat. No tenant or guest of a unit owner shall be permitted to have a dog or cat residing with him in the unit. No unit owner, tenant, or guest shall be permitted to have any other animal; provided, however, any unit owner or tenant may have small, caged (or otherwise confined) pets, such as small fish, birds or hamsters residing with him, provided said pets do not leave the unit. No pets may be kept, bred or maintained for any commercial purpose. All pets shall be kept quiet at all times. The Association may adopt Rules and Regulations governing the conduct and activities.~~ A unit owner may keep no more than one (1) of the following pets in his or her unit at any time, and none other: one (1) domesticated dog or one (1) domesticated cat, either of which must weigh less than sixty (60) pounds. Small fish, birds, and hamsters are not considered "pets" by this provision, and are allowed, provided they are properly confined or caged, and provided they are not bred for commercial purposes. No other pets of any kind, nor more than one (1) of the described pets at any time, shall be permitted in any unit. All such pets must be registered with the Board of Directors of the Association. Those animals that are permitted are only allowed in the common elements or limited common elements, provided they are caged or leashed. Pets are not permitted in the pool or pool area. In the event of deposit of animal waste on the condominium property, the owner of the animal shall remove same immediately. Any pet causing, creating, or contributing to a nuisance or unreasonable disturbance or annoyance or noise shall be permanently removed from the Condominium Property upon ten (10) days written notice from the Board. The Board's decision that a pet constitutes a nuisance, or that it creates an unreasonable disturbance or annoyance or noise, shall be conclusive, provided the owner is given notice of the intended Board action and an opportunity for a hearing prior to Board action. The right to keep a pet is for the benefit of unit owners only, and no renter, lessee, guest or other person shall keep a pet in a unit. A unit owner shall be responsible for all violations of this Declaration by renters, lessees, guests or other persons of his units, and said unit owner shall be subject to such fines or penalties as the Association imposes for each violation. Any pets properly residing within a Condominium unit at the time of adoption of this amendment shall be allowed to continue in residence despite provisions within this paragraph which would make their presence otherwise non-conforming, provided they are registered with the Board of Directors within twenty (20) days following adoption of this amendment. No such non-conforming pets may be replaced upon their demise, or permanent removal from the Condominium, if such replacement shall constitute a violation of this paragraph as amended. The rights, hereby granted, shall also be subject to any and all regulations concerning animals that may be established from time to time by the Association.

* * * *

3. Amend Article XV, Section A.7. of the Declaration of Condominium, to read as follows:

ARTICLE XV
USE RESTRICTIONS

PINELLAS COUNTY FLA.
OFF REC BK 11393 PG 503

A. Generally. The use of the Condominium Property and the Recreation Area shall be in accordance with the following provisions as long as the Condominium exists and the Condominium buildings in useful condition exist upon the land:

* * * *

7. Rental or Lease. After approval by the Association elsewhere required, entire units may be rented or leased provided the occupancy is only by the tenant or lessee, his family, servants and guests. No rooms may be rented or leased except as part of the rental or lease of an entire unit. The term of any rental or lease shall be at least fourteen (14) days for a period of not less than one (1) year.

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4. Amend Article III, Section F of the By-Laws of the Association to read as follows:

ARTICLE III
DIRECTORS

* * * *

F. Powers. The property and business of the Association shall be managed by the Board of Directors, who may exercise all corporate powers not specifically prohibited by statute, the Articles of Incorporation or the Declaration. The powers of the Board of Directors shall specifically include, but not be limited to, the following items:

* * * *

10. To levy reasonable fines against a unit for failure of the owner or occupant of the unit or his guest, servant, employee or invitee to comply with any provision of the Declaration or the By-Laws or Rules and Regulations of the Association. No fine shall exceed Fifty (\$50.00) Dollars for each single violation or Five (\$5.00) Dollars per day for each continuing violation the maximum amount allowed by Florida law, as amended from time to time, for each violation, and a separate fine for each repeat or continued violation. No fine shall be levied until the unit owner and the violator have been given reasonable notice of the violation and an opportunity to be heard, in accordance with any requirements of Florida law, and such additional policies and procedures as may be adopted by the Association; provided however, that no written notice or hearing shall be necessary for the levy of a separate fine for repeat or continued violations if substantially similar to the initial violation for which notice and a hearing was provided. The Association shall also be entitled to recover all costs and attorneys' fees incurred in connection with the adoption and enforcement of the fine. When such a fine is levied, it shall be paid by the unit owner within thirty (30) days after receipt of written notice thereof.

* * * *

END OF APPROVED AMENDMENTS