

This instrument prepared by
And return to:
Kalei McElroy Blair, Esq.
Wetherington Hamilton, P.A.
812 W. Dr. MLK Jr. Blvd, Suite 101
Tampa, FL 33603

CERTIFICATE OF RECORDING OF AMENDMENT TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS FOR PHILIPPE BAY

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Covenants and Restrictions for Philippe Bay, as originally recorded in Official Records Book 5683, Page 1009, of the Public Records of Pinellas County, Florida, was duly adopted by the Association membership, in the manner provided in the Governing Documents at a meeting held February 8th, 2024.

IN WITNESS WHEREOF, we have affixed our hands this 11th day of March, 2024.

WITNESSES:

PHILIPPE BAY ASSOCIATION, INC.

Sign [Signature]
Print name: John Muley

BY: [Signature]
Harvey Halprin, as Association Attorney and Agent

Sign [Signature]
Print name: Carmichael

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

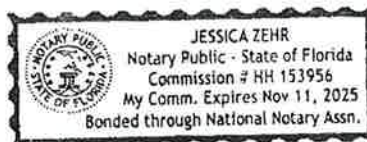
The foregoing instrument was acknowledged before me this 11th day of March 2024, by Harvey Halprin, as Association Attorney and Agent for Philippe Bay Association, Inc., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me.

NOTARY PUBLIC:

SIGN: [Signature]
PRINT: Jessica Zeher

State of Florida at Large

My commission expires:



ADOPTED AMENDMENTS TO THE DECLARATION
OF COVENANTS AND RESTRICTIONS FOR PHILIPPE BAY

1. Amendment to Declaration of Covenants and Restrictions for Philippe Bay, Article IV., Section 4.3 to read as follows:

4.3 Services. The Association may obtain and pay for the services of any Person to manage its affairs to the extent it deems advisable and may contract for such other personnel as the Association determines are necessary, convenient, or desirable for the proper operation of the Property or the performance of the Association's responsibilities hereunder, whether such personnel are furnished or employed directly by the Association or by any person with whom it contracts. Without limitation, the Association may obtain and pay for legal and accounting services necessary, convenient, or desirable in connection with the operation of the property or the enforcement of the Legal Documents or the Association's rules and regulation. The Association may contract, obtain, and pay for community wide termite and pest control services and such expenses shall be included as part of the Assessments. The Association may contract with others to furnish trash collection, lawn care, insurance coverage, building maintenance, ~~termite and pest control~~ or any other services materials, to all Lots or to any group of Lots; provided, however, (i) only those Lots whose Owners have requested such service shall be assessed for their cost; and (ii) each such Owner's prior written consent is obtained. Nothing herein shall be deemed to require the Association to provide such services.

2. Amendment to Declaration of Covenants and Restrictions for Philippe Bay, Article IV., Section 4.3 to read as follows:

5.13 Subordination of Lien. The lien for the assessments provided in this Article is subordinate to the lien of any bona fide First Mortgage. Sale or Transfer of any Lot does not affect the assessment lien, except that the sale or transfer pursuant to a mortgage foreclosure ~~or any proceeding~~ or conveyance in lieu thereof, ~~extinguishes the assessment lien as to payment that became due before such sale or transfer~~ of a bona fide first mortgage, in which event the acquirer of the title, its successors and assigns, shall be liable for Assessments which became due prior to such sale or transfer to the extent provided in the Florida Statute section 720, as amended. Nothing contained herein shall be construed as releasing the party liable for any delinquent Assessment from the payment thereof, or the enforcement of collection by means other than foreclosure. No such sale or transfer relieves such Lot from liability for assessments thereafter becoming due, or from the Association's lien. ~~The Association shall report to any First Mortgagee of a Lot any assessments remaining unpaid for more than 30 days and shall give such First Mortgagee 30 days in which to cure such delinquency before instituting foreclosure proceeding against such Lot, provided such First Mortgagee has given the Association written notice of its mortgage, designating the Lot encumbered by a proper legal description and stating the address to which such notices shall be given.~~

NOTE: NEW TEXT INDICATED BY UNDERLINING; DELETED TEXT INDICATED BY ~~STRIKE THROUGH~~S;