

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:

Sign [Signature]  
Print name: John Moley  
Sign [Signature]  
Print name: Carmichael

PHILIPPE BAY ASSOCIATION, INC.

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

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

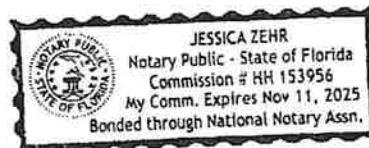
The foregoing instrument was acknowledged before me this 11th day of March 2024, by Harvey Halprin, as Association Attorney and Agent for Philippe Bay Association, Inc., a Florida corporation not for profit, on behalf of the corporation. He is personally known to me.

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;

PHILIPPE BAY ASSOCIATION, INC.

RESOLUTION REGARDING FENCE/WALL REPAIR

WHEREAS, the Declaration of Covenants and Restrictions for Philippe Bay (herein after "Declaration"), conveyed authority to the Philippe Bay Association, Inc., (hereinafter "Association"), to: (i) regulate the use and appearance of the exterior of dwellings; (ii) protect and conserve the value and desirability of the community; and (iii) enforce the rules and regulations on such matters of common interest to its residents; and

WHEREAS, given the condition of certain portions of the community's perimeter fence, the Board sought legal advice as to whether the Association or the individual unit owners are responsible for maintenance, repair and replacement of such fence; and

WHEREAS, Section 2.9 of the Declaration, establishes that the record owner shall maintain the improvements located on the plot of land designated as a lot; and

WHEREAS, Section 4.1 of the Declaration, establishes that the Association shall maintain the improvements on the common areas owned by the Association for the common use and enjoyment of all owners; and

WHEREAS, after review of the governing plat, found in Plat Book 87, Pages 86 through 89, recorded in the Public Records of Pinellas County, Florida, it is apparent that there is no common area surrounding the lots on the perimeter of the property, such that the perimeter fence must be located at the rear of, and upon, individual lots within the subdivision.

NOW, THEREFORE, be it resolved by the Board of Directors as following:

1. The above recitations are incorporated herein and made a part hereof by reference.
2. Consistent with the responsibilities contained in Section 2.9 of the Declaration, it is the position of the Association that all fence maintenance, repair, and replacement shall be the responsibility of the record owner of the plot of land upon which the fence is located.
3. Furthermore, consistent with the same interpretation, and the responsibilities contained in Section 4.1 of the Declaration, any fence located on the common area owned by the Association for the common use and enjoyment of all owners, shall be maintained, repaired, and replaced by the Association.
4. To give further creditability to this interpretation see case entitled, Philippe Bay Association, Inc. v. Peterson, Case No.: 12-005980-CO-41, (Pinellas County Court, 2014), where the issue of maintenance of a retaining wall was addressed by the Court, and the Court reaffirmed the obligation of the record owner to maintain, repair, and replace those improvements which are located on their lot.

IN WITNESS WHEREOF, the Board of Directors has adopted this Resolution on this 28<sup>th</sup> day of July, 2015.

PHILIPPE BAY ASSOCIATION, INC.

BY:

Patricia B. Cutugno  
(Signature)

PATRICIA B. CUTUGNO  
(Printed Name)

RESIDENT - PBHOA  
(Title)

Exhibit "A"