

This instrument prepared by
& RETURN TO:

William F. McGoey, LCAM
6456 Bonnie Bay Circle North
Pinellas Park, FL 33781-4811

89-398775 DEC-10-1999 1:21pm
PINELLAS CO BK 10750 PG 854

KARLEEN F. DE BLAKER, CLERK OF COURT
PINELLAS COUNTY, FLORIDA

20139306 12-10-1999 13:21:27 SSS
51 CTF-VILLAS OF BONNIE BAY
0000000000
IN: BK: SPG: EPG:
RECORDING 030 PAGES 1 \$136.50
RECORD FEES 9 \$93.00

TOTAL: \$229.50
P CHECK AMT. TENDERED: \$229.50
CHANGE: \$0.00
BY _____ DEPUTY CLERK

CERTIFICATE OF FILING

CORPORATE RESOLUTION AND AMENDMENTS TO THE
DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS

OF

VILLAS OF BONNIE BAY HOMEOWNERS ASSOCIATION, INC.

30
01 RECORDING
REC 136.50
DS _____
INT _____
FEES 93.00
MTF _____
P/C _____
REV _____
TOTAL 229.50

TOTAL 229.50, Barbara A. Hobbs, as Secretary of Villas of Bonnie Bay Homeowners Association Inc.,

a Florida not-for-profit corporation (the "Association") do hereby certify that the attached is a true and correct copy of the Corporate Resolution and the Amendments to the Declaration of Covenants, Conditions, and Restrictions (the "Declaration") of the Association, as adopted by the Board of Directors of the Association on the 8th day of August 1999. The Declaration was originally recorded in O.R. Book 4901, Page 306, et seq., and amended in Official Records Book 4964, Page 723, and amended in Official Records Book 5015, Page 1767, and amended in Official Records Book 5093, Page 985, and further amended in Official Records Book 5164, Page 1666, all of said documents being recorded on the Public Records of Pinellas County, Florida. These Declaration amendments were approved by not less than Seventy-Five percent (75 %) of the Association's members by written consent. Copies of the consents are attached hereto. I further certify that the Corporate Resolution and the Amendments to the Declaration as attached and approved have not been amended.

Dated this 9 day of December, 1999.

VILLAS OF HOMEOWNERS ASSOCIATION, INC.

Barbara A. Hobbs
Printed Name: Barbara A. Hobbs
as its Secretary



STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 9th day of December 1999, by Barbara A. Hobbs, on behalf of VILLAS OF BONNIE BAY HOMEOWNERS ASSOCIATION, INC., who is personally known to me, or has produced _____ as identification.

Loretta J. Aldridge
Printed Name: LORETTA J. ALDRIDGE
Notary Public

E:\My Files\VBH\Workshop of filing amendments to CCR VBH.sgd



Loretta J. Aldridge
MY COMMISSION # 0047492 EXPIRES
May 7, 2000
BOULEVARD TRAVEL TRAVEL SERVICES, INC.

RESOLUTION OF BOARD OF DIRECTORS

of

VILLAS OF BONNIE BAY HOMEOWNERS ASSOCIATION, INC.

I HEREBY CERTIFY that I am the duly elected and qualified Secretary of VILLAS OF BONNIE BAY HOMEOWNERS ASSOCIATION, INC., a Florida corporation, and the keeper of the records and corporate seal of said corporation, and that the following is a true and correct copy of the resolution duly adopted at a meeting of the Board of Directors of said corporation, held in accordance with the Articles of Incorporation and By-Laws of said corporation at Pinellas Park, Pinellas County, Florida on the 8th day of August, 1999:

BE IT RESOLVED that

1. The Board of Directors hereby adopts the Amendments to the Declaration of Covenants, Conditions, and Restrictions.
2. The Board of Directors hereby submits the following amendments to the membership for their consideration and approval by written consent.

Section 1., entitled Owners' Easements of Enjoyment, of Article II., Property Rights, is amended to add:

- (d) the right of the Association to dedicate or transfer a portion of the Common Area to any person, entity or member whose unit is adjacent to and abuts the Common Area proposed to be transferred for such purposes and subject to such conditions as may be agreed to by the Board of Directors. The member to whom such transfer is to be made, shall be responsible for any costs associated with the transfer of the Common Area.

Section 4. entitled Special Assessments for Capital Improvements and Taxes, of Article IV., Covenant for Maintenance Assessments, is amended as follows:

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Except, however, special assessments for taxes, as defined in Section 7(a) herein, shall not require a vote of or prior approval from the members.

Section 9. entitled Effect of Non-payment of Assessment: Remedies of the Association, of Article IV., Covenant for Maintenance Assessments, is amended as follows:

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six eighteen percent (6 18%) per annum. A late fee also will be charged on all payments received after the thirtieth (30th) of the month in the amount of \$15.00. All payments on

This instrument prepared by
and RETURN TO:

William F. McGoey, LCAM
6456 Bonnie Bay Circle North
Pinellas Park, FL 33781-4811

PINELLAS COUNTY FLA.
OFF. REC. BK 10790 PG 857

AMENDMENT OF THE DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
OF
VILLAS OF BONNIE BAY HOMEOWNERS ASSOCIATION, INC.

NOTICE IS HEREBY GIVEN that the Declaration of Covenants, Conditions, and Restrictions of the VILLAS OF BONNIE BAY HOMEOWNERS ASSOCIATION, INC., as recorded in Official Records Book 4901, Page 306, et seq., and as amended in Official Records Book 4964, Page 723, and amended in Official Records Book 5015, Page 1767, and amended in Official Records Book 5093, Page 985, and further amended in Official Records Book 5164, Page 1666, all of said documents being recorded on the Public Records of Pinellas County, Florida, is hereby amended by the Board of Directors of the Association, along with the written consent of Seventy-five percent (75%) of the Association's members as follows:

Section 1., entitled Owners' Easements of Enjoyment, of Article II., Property Rights, is amended to add:

- (d) the right of the Association to dedicate or transfer a portion of the Common Area to any person, entity or member whose unit is adjacent to and abuts the Common Area proposed to be transferred for such purposes and subject to such conditions as may be agreed to by the Board of Directors. The member to whom such transfer is to be made, shall be responsible for any costs associated with the transfer of the Common Area.

Section 4. entitled Special Assessments for Capital Improvements and Taxes, of Article IV., Covenant for Maintenance Assessments, is amended as follows:

In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose. Except, however, special assessments for taxes, as defined in Section 7(a) herein, shall not require a vote of or prior approval from the members.

Section 9. entitled Effect of Non-payment of Assessment; Remedies of the Association, of Article IV., Covenant for Maintenance Assessments, is amended as follows:

Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ~~six~~ eighteen percent (6 18%) per annum. A late fee also will be charged on all payments received after the thirtieth (30th) of the month in the amount of \$15.00. All payments on account shall be first applied to interest, then the late fee, then any attorneys' fees and costs incurred, and then to the assessment payment first due. If any installment of an assessment remains unpaid thirty (30) days after the same shall become due, the Board of Directors may declare the entire annual assessment as to that delinquent Member due and payable in full as if the entire amount was originally assessed. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area(s) or abandonment of his Lot.

Article V., Architectural Control, is amended to add:

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with. Members will not change the color of any exterior portion of any building, door, roof or shingle. The Association will be responsible for painting exteriors.

Article XII., General Provisions, is amended to add:

Section 5. Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of a Member to comply with the terms of the Declaration of Covenants, Conditions, and Restrictions, Bylaws, and Rules and Regulations adopted pursuant thereto, and said documents as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

Witness:

Villas of Bonnie Bay Homeowners Association Inc.

William F. McGee
Printed Name: William F. McGee

By: Barbara A. Hobbs
Secretary



Edith L. Sapienza
Printed Name: Edith L. SAPIENZA

(SEAL)

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 9th day of November, 1999, by Barbara A. Hobbs, as Secretary of Villas of Bonnie Bay Homeowners Association Inc., who is personally known to me or has produced _____ as identification.

Luella J. Adams
Notary Public

E:\144\99\128\128 File\Amendment to CCR Bonnie Bay 1999.wpd



Luella J. Adams
MY COMMISSION EXPIRES
May 7, 2000
BORROW THEM THEY PAY INTEREST, etc.