

**THIS INSTRUMENT WAS PREPARED BY:**

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**REVISED\***

**AMENDMENT # 9**  
**TO**  
**DECLARATION OF CONDOMINIUM**  
**FOR**  
**PALMA SOLA BAY CLUB, A CONDOMINIUM**

\*This amendment is being rerecorded to show redlines that were omitted in amendment recorded in  
OR Book 2679 page 5132

This Amendment (the "Amendment") is made as of the 1st day of June, 2017, by **PALMA SOLA BAY DEVELOPMENT, INC.**, a Florida corporation (the "Developer"), for itself, and its successors, grantees and assigns.

**WITNESSETH:**

**WHEREAS**, Developer previously established Palma Sola Bay Club, a condominium, pursuant to Declaration of Condominium for Palma Sola Bay Club, a condominium, recorded in Official Records Book 2521, Page 3036, of the Public Records, as same may have been amended (the "Declaration"); and

**WHEREAS**, Under Section 21 of the Declaration the Developer reserved the exclusive right to amend the Condominium Documents, which exclusive right shall continue for such period of time as the Developer shall be in control of the Association, except as such amendment rights may be limited by the Condominium Act, and the Developer is still in control of the Association at the time of this amendment; and

**WHEREAS**, Developer wishes to amend the sections of the Declaration described below.

**NOW, THEREFORE**, in consideration of the premises, Developer hereby amends the Declaration as follows:

**1. Recitals and Definitions.** The recitals contained hereinabove are true and correct and are incorporated herein by reference. Capitalized terms used in this Amendment, unless otherwise expressly defined herein, shall have the meanings given them in the Declaration, unless the context shall otherwise clearly require.

**2. Amendment to Article 12 Section 12.5 of the Declaration.**

Section 12.5 is hereby amended as follows:

**"12.5. Vehicles; Parking.** This Section shall govern the parking and storage of "Vehicles" (as hereinafter defined) upon the Condominium Property.

**(a) Vehicle Classification.** For the purposes of this Section, and any Rules and Regulations promulgated with respect hereto, the term "Vehicles" shall mean and include the following:

- (1) "Passenger Vehicles" which includes cars, station wagons, passenger vans and mini vans (the cargo capacity of which is devoted primarily to seating for passengers), sport utility vehicles and pick up trucks (without slide-end cabs or other enclosures of the bed), which pick up trucks are intended for, and primarily used as, personal transportation, , plus such other non specified passenger vehicles primarily intended and used as transportation for personal and family purposes.
  - (2) "Commercial Vehicles" which includes trucks, vans and mini vans (other than those deemed Passenger Vehicles under Section 12.5(a)(1) above), commercial or public service vehicles (meaning those which are not primarily designed and used for passenger transportation for personal or family purposes), and such other vehicles which by design, nature, size, use or appearance, the Board determines from time to time to be of a commercial nature.
  - (3) "Recreational Vehicles" which includes trailers, campers, motor homes, boat trailers, camper vans, conversion vans, and pick up trucks with camper cab within or attached to the bed.
  - (4) "Ancillary Vehicles" which includes motorcycles, motor scooters, motorbikes, golf carts, boats, canoes, kayaks, all terrain vehicles, and similar conveyances.
- (b) **Number of Vehicles Permitted.** Because the number of available parking spaces is limited, the Occupants of each Unit, collectively, shall be permitted to keep, park or store no more than two (2) Vehicles upon the Condominium Property at any given time, except as may be expressly authorized by the Rules and Regulations, or permitted as to a specific Unit for specific circumstances and time by the Board. Notwithstanding the general limitation of two (2) Vehicles per Unit, if there are more than two (2) Occupants of a Unit licensed to drive, the Board may, subject to the availability of Common Element parking spaces, authorize the Occupants of such Unit to have a third Vehicle. If the number of Units having and requesting approval for a third Vehicle becomes so numerous that, in the determination of the Board, permitting same would result in an inadequate number of guest parking spaces, then the Board may limit the number of third Vehicles that can be approved, and adopt such procedures as the Board deems appropriate to implement such limitation. Such procedures may include, but are not limited to, establishment of a waiting list, implementation of periodic lotteries, or other procedures to fairly allocate limited parking for third Vehicles. If the Board determines that approval for third Vehicles cannot be fairly and efficiently administered, or that allowing same is leading to inadequate Guest parking, then the Board may adopt, as part of the Rules and Regulations, a prohibition on approval of third Vehicles for Units. In such event, all Owners and Occupants must comply. Permission for Occupants of a Unit to have a third Vehicle is a privilege, not a right, and may be revoked. No Vehicle shall be parked or stored anywhere on the Condominium Property except in a paved and designated parking space.
- (c) **Vehicles Kept in Parking Spaces Only.** Vehicles belonging to the Occupants of a Unit shall be required to be kept, parked and stored in the Limited Common Element parking space assigned to that Unit.
- (d) **Certain Vehicles Prohibited.** Commercial Vehicles, Recreational Vehicles, or any Passenger Vehicle not in operable condition or validly licensed, and Ancillary Vehicles, may not be parked, kept or stored anywhere on the Condominium Property, except as expressly authorized by, or pursuant to, this Declaration including the Rules and Regulations adopted by the Board. Vehicles may not be repaired within the Condominium, other than an emergency repair such as changing a tire or battery.

- (e) **Exceptions.** Anything herein contained to the contrary notwithstanding, this Section 12.5 shall not be deemed to prohibit (i) the occasional parking of Commercial Vehicles or Recreational Vehicles being used as transportation by Guests, the duration and frequency of which may be regulated by the Rules and Regulations (in no event shall there be any overnight camping in any Recreational Vehicle); (ii) temporary parking of Commercial Vehicles carrying out business, such as making deliveries or service calls, or for temporary loading or unloading; (iii) parking of an Ancillary Vehicle or Recreational Vehicle of an Occupant, provided that such Ancillary Vehicle or Recreational Vehicle is counted as one of the two (2) permitted Vehicles of such Occupant, and is parked in one of the two Limited Common Element parking spaces or provided the Board has approved the parking of same pursuant to the Rules and Regulations; (iv) temporary parking of a Recreational Vehicle for loading or unloading, or temporary parking of a Recreational Vehicle of a Guest if approved by the Board, or as may be allowed by the Rules and Regulations (in no event to exceed twenty-four hours), or (v) such parking, storage and use by an Owner occupant of such specified Recreational or Ancillary Vehicles as may be expressly permitted by the Rules and Regulations, or expressly authorized in advance by the Board.
- (f) **Board Discretion.** Recognizing that the design and use of Vehicles evolves over time, and that on occasion it may be difficult to determine whether a specific Vehicle falls into one classification or another, it is the intent of this Section that Vehicles of a customary size, the purpose and use of which is predominately for personal transportation, shall be deemed Passenger Vehicles, notwithstanding that any such Vehicle may have lettering or a sign attached to or painted on the Vehicle announcing a commercial enterprise, or that such Vehicle may also be used for transportation of passengers carrying out commercial enterprises. Vehicles classified as Commercial Vehicles are those which by virtue of design, size, nature, use or appearance are such as to most nearly fall within the Commercial Vehicle classification, the open parking of which within the Condominium would tend to degrade the appearance and values of the Condominium. The Board shall have the authority from time to time to adopt and amend standards of interpretation of this Section, as part of the Rules and Regulations, providing in more detail for the delineation of different Vehicles and Vehicles types, including further determination of which classification of Vehicle is applicable to a specific Vehicle. In making such determinations, the Board may take into consideration the general condition and appearance of the Vehicle in question. Where any specific Vehicle is not clearly and unambiguously addressed by this Section, or by the Rules and Regulations, the Board may determine the restrictions applicable thereto. All such determinations and standards adopted by the Board shall be conclusive for all purposes, and binding on all Owners, Occupants and Guests.

**12.6. Parking Spaces and Driveways.** The parking spaces which are Limited Common Elements are intended for the purpose of parking Passenger Vehicles, and one (1) Ancillary Vehicle or one (1) Recreational Vehicle if the Occupants of a Unit have only one (1) Passenger Vehicle. The Vehicles of the Occupants of a Unit shall be parked in the Limited Common Element parking spaces at all times, except that if a third Vehicle is approved under Subsection 12.5(b), then only two of the Vehicles are required to be parked in the covered ~~Limited~~ Limited Common Element parking spaces. No parking space shall be enclosed or converted to any other use, nor shall any parking space be used as a workshop or for the repair of Vehicles or as storage. The Board may, by Rules and Regulations authorize such ancillary uses of Limited Common Element parking spaces that it may determine as not be disruptive to the Condominium and its Occupants, and which do not create an unsightly condition, or generate noise or dust, or interfere with the availability of such parking spaces for the parking of Vehicles. Common Element driveways leading to parking spaces shall not be blocked, and shall not be used for parking. Common Element parking spaces are not assigned, and are available on a first come, first serve basis to Occupants and their Guests, subject to the provisions of Section 9.16."

**3. Amendment to Article 24 adding Section 24.9 to the Declaration.**

Section 24.9 is hereby added to the Declaration:

"24.9 DVA Financing. To the extent that any provisions set forth in this Declaration/Bylaws/MasterDeed/Rules and Regulations, which are inconsistent with the requirement(s) of guaranteed or direct loan programs of the United States Department of Veterans Affairs, as set forth in chapter 37 of title 38, United States Code, or part 36 of title 38, Code of Federal Regulations ("DVA Financing"), such provisions shall not apply to any Unit that is (i) encumbered by DVA Financing or (ii) owned by the Department of Veterans Affairs."

**4. Ratification.** The Declaration, as heretofore and hereby amended, is hereby ratified and confirmed. Developer represents that it has not transferred control of the Association.

**IN WITNESS WHEREOF**, the Developer has caused this Amendment to be executed in its name by its officers thereunto duly authorized as of the day and year first above written.

[Signature]  
Print Name: ALLISON W. GRANS  
[Signature]  
Print Name: ALLISON W. GRANS

**PALMA SOLA BAY DEVELOPMENT, INC.,**  
a Florida corporation

By: [Signature]  
Mark C. Filburn, its President

STATE OF FLORIDA  
COUNTY OF HERKULE

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of June, 2017, by Mark C. Filburn, as President of Palma Sola Bay Development, Inc., a Florida corporation, on behalf of the corporation, who  is personally known to me or  produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public  
My Commission Expires: 9/15/17

