

This Instrument was prepared by:

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941/748-4411

AMENDMENT # 2
TO
DECLARATION OF CONDOMINIUM
FOR
PALMA SOLA BAY CLUB, A CONDOMINIUM
(Submitting Phase 2)

This Amendment (the "Amendment") is made as of the 19th day of March, 2015, 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, the Condominium is a phase condominium as authorized by the Condominium Act, and as more fully described in the Declaration; and

WHEREAS, Developer wishes to amend the Declaration to submit the Phase described and designated in this Amendment as part of the Condominium pursuant to the Declaration;

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. **Submission of Phase.** The Developer, for itself, its successors, grantees and assigns, hereby submits to the condominium form of ownership pursuant to the Condominium Act and the Declaration, as amended hereby (a) that property described on the Plat and designated thereon as Phase 2, (b) together with all Improvements erected or to be erected thereon, and (c) all easements, rights and appurtenances belonging thereto, including the Submitted Easements over the Subsequent Phase Lands described in Section 7.2 of the Declaration, excluding from such submitted property, any and all installations, facilities and devices for Utilities which may be owned by the utility furnishing services to the Condominium. The property hereby submitted is known as Phase 2, and shall become a part of the Condominium Property upon this Amendment being recorded among the Public Records. Phase 2 contains nine (9) Units.

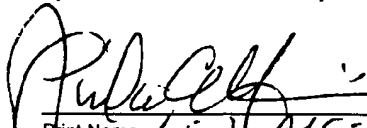
3. **Supplemental Plat.** If and to the extent any supplemental and/or replacement sheet(s) of the Plat (including but not limited to a certificate of a surveyor in conformance with the Condominium Act, whether contained within a supplement or replacement sheet of the Plat or by separate instrument), is/are attached hereto as Exhibit A (a "Supplemental Plat"), then such Supplemental Plat is made a part hereof and of the Declaration, and the Declaration and the Plat are amended, modified and supplemented by adding the Supplemental Plat thereto. In the event of any conflict between the Plat as attached to the Declaration and the Supplemental Plat, the provisions of the Supplemental Plat shall control. Hereafter the term Plat shall include the Supplemental Plat, if one is attached hereto. The Plat reflects the legal description of Phase 2, and an identification of each Unit within Phase 2 in accordance with Section 6.3 of the Declaration, to insure that no Unit in the Condominium, including Phase 2j, will bear the same designation as any other Unit. The Plat (as amended and supplemented hereby) includes a survey of the Phase submitted hereby, a graphic description of the improvements in which any Units are located, and plot plans thereof, and certificate of surveyor in conformance with the Condominium Act.


4. **Undivided Share in Common Elements.** As provided in Article 4 and Section 5.8 of the Declaration, each Owner shall at all times own an equal fractional interest in the Common Elements then forming a part of the Condominium Property. Effective upon the addition of the Phase submitted hereby, the undivided ownership in the Common Elements appurtenant to each Unit now within the Condominium, and the appurtenant ownership of the Common Surplus, is equal to one (1) divided by the total number of Units in all Phases now a part of the Condominium Property.

5. **Common Expenses.** As provided in Section 10.2 of the Declaration, the Owner of each Unit is liable for a share of the Common Expenses of the Association equal to his share of ownership of the Common Elements and the Common Surplus, as set forth in Article 4 of the Declaration and Paragraph 4 of this Amendment.

6. **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 an officer thereunto duly authorized as of the day and year first above written.


Print Name Linda A. Fiori
Michelle V. Bryant
Print Name Michelle V. Bryant

PALMA SOLA BAY DEVELOPMENT, INC., a Florida corporation
By: 
Mark C. Filburn, its President

STATE OF FLORIDA
COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 19th day of March, 2015, by Mark C. Filburn, as X President of Palma Sola Bay Development, Inc., a Florida corporation, on behalf of the _____, who (X) is personally known to me or () produced _____ as identification.

Marie Sablan
Notary Public
My Commission Expires: 9/15/17



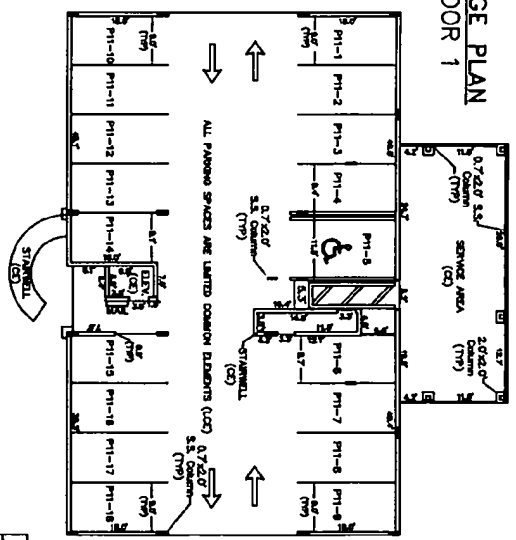
EXHIBIT "A"

DESCRIPTION: PALMA SOLA BAY CLUB, PHASE 2

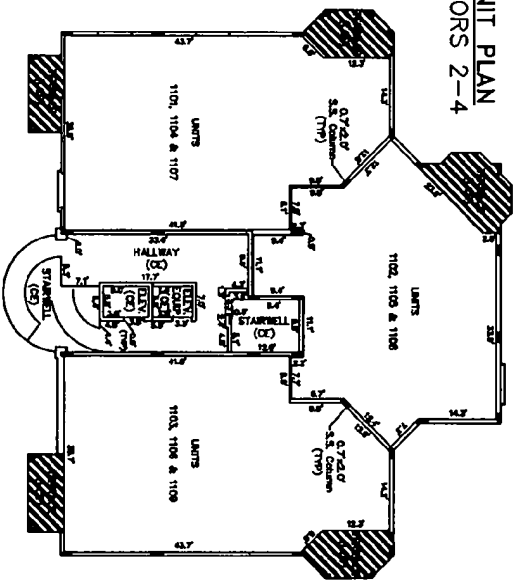
COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 6, TOWNSHIP 35 SOUTH, RANGE 17 EAST; THENCE N00°01'16"W, ALONG THE EAST LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6, A DISTANCE OF 1321.93 FT. TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 6; THENCE N00°03'49"W, ALONG THE EAST LINE OF SAID NORTHWEST 1/4, A DISTANCE OF 81.38 FT.; THENCE S89°56'11"W, PERPENDICULAR WITH SAID EAST LINE, A DISTANCE OF 60.00 FT.; THENCE N00°03'49"W, A DISTANCE OF 74.00 FT. TO A POINT ON THE ARC OF A CURVE, WHOSE RADIUS POINT LIES N16°19'26"W, A DISTANCE OF 25.00 FT.; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°03'28", A DISTANCE OF 7.01 FT. TO THE P.C.C. OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 187.81 FT.; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°15'14", A DISTANCE OF 118.84 FT. TO THE P.R.C. OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 285.00 FT.; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 32°42'30", A DISTANCE OF 162.70 FT.; THENCE S00°03'49"E, A DISTANCE OF 12.87 FT. TO A POINT ON THE ARC OF A CURVE, WHOSE RADIUS POINT LIES S03°19'25"W, A DISTANCE OF 272.00 FT.; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 11°55'03", A DISTANCE OF 56.58 FT. TO THE P.C.C. OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 162.00 FT.; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 12°46'45", A DISTANCE OF 36.13 FT. TO THE P.R.C. OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 108.00 FT.; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 39°03'40", A DISTANCE OF 73.63 FT.; THENCE N72°18'42"W, A DISTANCE OF 35.56 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 118.00 FT.; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 44°04'57", A DISTANCE OF 90.79 FT. TO THE P.R.C. OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 132.00 FT.; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 49°57'50", A DISTANCE OF 115.11 FT. TO THE P.C.C. OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 732.00 FT.; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°57'55", A DISTANCE OF 140.09 FT.; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 05°09'15", A DISTANCE OF 65.85 FT. TO THE P.R.C. OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 238.00 FT.; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°10'02", A DISTANCE OF 38.08 FT. TO THE P.T. OF SAID CURVE; THENCE N85°08'44"W, A DISTANCE OF 55.49 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 77.00 FT.; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 84°38'49", A DISTANCE OF 113.76 FT. TO THE P.T. OF SAID CURVE; THENCE S10°12'27"W, 41.04 FT.; THENCE N73°29'11"W, 118.93 FT.; THENCE N42°25'59"W, 198.33 FT.; THENCE S46°24'08"W, 127.51 FT.; THENCE S42°25'59"E, 255.19 FT.; THENCE S73°29'11"E, A DISTANCE OF 20.08 FT. FOR A POINT OF BEGINNING; THENCE S19°17'32"W, 138.46 FT.; THENCE S73°30'09"E, 151.13 FT.; THENCE N10°12'27"E, 139.10 FT.; THENCE N73°29'11"W, A DISTANCE OF 129.14 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 6, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 0.44 ACRES, MORE OR LESS.

**GARAGE PLAN
FLOOR 1**



**UNIT PLAN
FLOORS 2-4**



- NOTES**
1. COMMON ELEMENTS (CE) SERVING THE BUILDING INCLUDE STAIRWELLS, ELEVATOR, HALLWAYS AND SERVICE ROOMS FOR THE BUILDING. LIMITED COMMON ELEMENTS SPECIFIC TO THE UNIT TO WHICH THEY ARE ASSIGNED INCLUDE TERRACES AND PARKING SPACES.
 2. FLOOR LAYOUT IS IDENTICAL FOR FLOORS 2 THROUGH 4.
 3. ROOF COMMON ELEMENTS (CE) INCLUDE THE STAIRWELLS AND AIR CONDITIONING SUPPLES LOCATED OUTSIDE THE UNIT WHICH THEY SERVE.
 4. ELEVATIONS SHOWN HEREON ARE BASED UPON THE NORTH AMERICAN VERTICAL DATUM (NAVD.) OF 1988.
 5. ICE PARKING SPACES REFER TO BUILDING AND THE SPACE IN THAT BUILDING.

- LEGEND:**
- EQP - EQUIPMENT STORAGE ROOM
 - ELEV - ELEVATOR, STAIRWELL
 - ICE - LIMITED COMMON ELEMENT
 - CE - COMMON ELEMENT
 - TP - TYPICAL
 - PA - PARKING SPACE ASSIGNMENT NUMBER

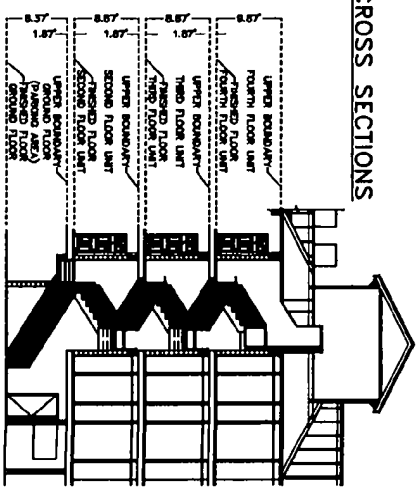
UNIT NUMBERING

BUILDING	FLOOR LEVEL	UNITS
11	2ND FLOOR	1101, 1102 & 1103
	3RD FLOOR	1104, 1105 & 1106
	4TH FLOOR	1107, 1108 & 1109

ELEVATION TABLE

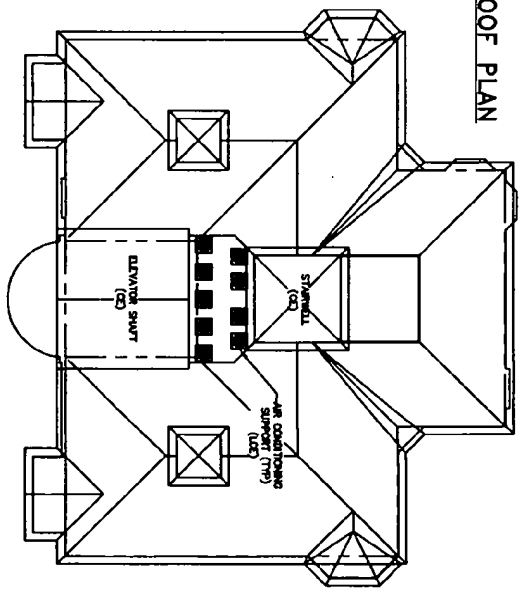
BUILDING	FLOOR LEVEL	UPPER BOUNDARY ELEVATION	LOWER BOUNDARY ELEVATION
11	2ND FLOOR	18.44	24.51
	3RD FLOOR	27.18	34.60
	4TH FLOOR	37.62	47.79
	GROUND FLOOR		

TYPICAL CROSS SECTIONS



1. Unit boundaries shall not extend beyond the boundaries of the building as shown on the plan.
2. The building shall be constructed in accordance with the Florida Building Code, Chapter 6, Florida Building Code, and all applicable codes and regulations.
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9. The building shall be constructed in accordance with the Florida Building Code, Chapter 6, Florida Building Code, and all applicable codes and regulations.
10. The building shall be constructed in accordance with the Florida Building Code, Chapter 6, Florida Building Code, and all applicable codes and regulations.

ROOF PLAN



**PALMA SOLA BAY CLUB
A CONDOMINIUM**
 IN SECTION 6, TOWNSHIP 35 S., RANGE 17 E.
 MANATEE COUNTY, FLORIDA

LOMBARDO, FOLEY & KOLARIK, INC.
 Consulting Engineers, Surveyors & Planners
 P.O. Box 108 • 885 4th Street West • Palmetto, Florida 34110 • (813) 785-6681
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 2241



PHASE 2 UNIT PLAN, ROOF PLAN & ELEVATIONS
 BUILDING 11
 EXHIBIT A