

THIS INSTRUMENT WAS PREPARED BY:

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AMENDMENT # 8
TO
DECLARATION OF CONDOMINIUM
FOR
PALMA SOLA BAY CLUB, A CONDOMINIUM
(Submitting Phase 6)

This Amendment (the "Amendment") is made as of the 31st day of January, 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, 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 6**, (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 6**, and shall become a part of the Condominium Property upon this Amendment being recorded among the Public Records.

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

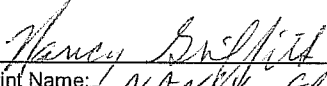
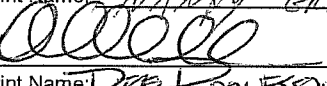
Act, whether contained within a supplement or replacement sheet of the Plat or by separate instrument), is/are attached hereto as **Exhibit A** (a "Supplemental Plat"), then such Supplemental Plat is made a part hereof and of the Declaration, and the Declaration and the Plat are amended, modified and 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 6**. 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 either includes a certificate of surveyor in conformance with the Condominium Act, or a separate certificate will be filed by a separate amendment.

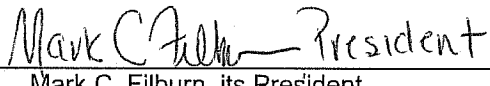
4. Undivided Share in Common Elements. As provided in Article 4 and Section 5.8 of the Declaration, each Owner shall at all times own an equal fractional interest in the Common Elements then forming a part of the Condominium Property. Effective upon the addition of the Phase(s) submitted hereby, the 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.

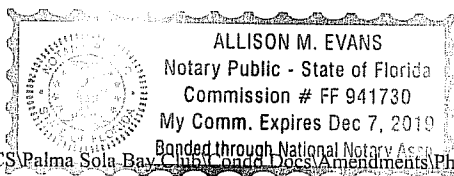
IN WITNESS WHEREOF, the Developer has caused this Amendment to be executed in its name by its officers thereunto duly authorized as of the day and year first above written.

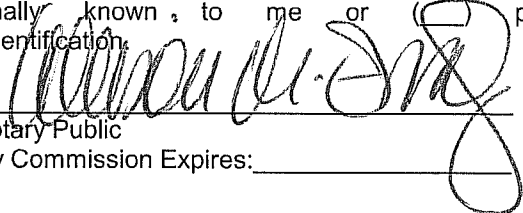

Print Name: NANCY GRIFFITH

Print Name: DEB FOULSEY

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

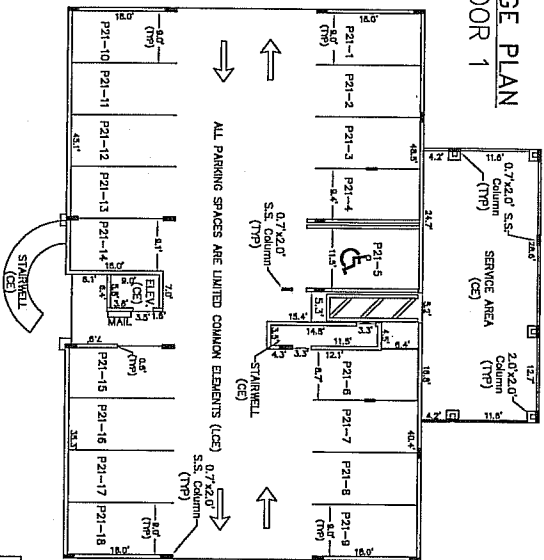
STATE OF FLORIDA
COUNTY OF Sevier

The foregoing instrument was acknowledged before me this 31st day of Jan, 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.

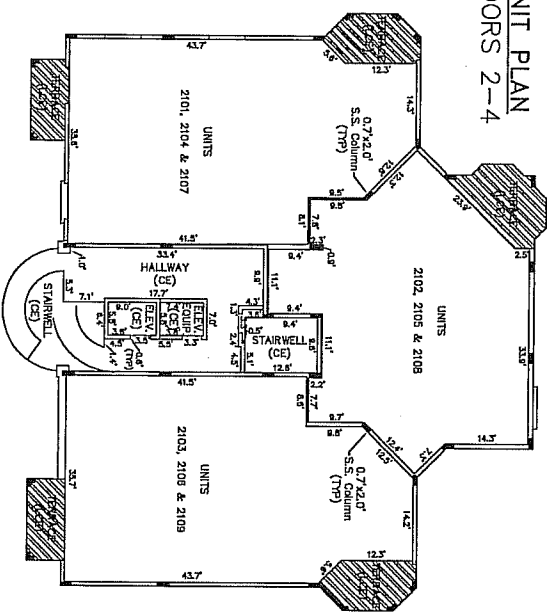



Notary Public
My Commission Expires: _____

**GARAGE PLAN
 FLOOR 1**



**UNIT PLAN
 FLOORS 2-4**



- NOTES**
1. COMMON ELEMENTS (CE) SERVING THE BUILDING INCLUDE STAIRWELLS, ELEVATOR SHAFTS AND SERVICE ROOMS FOR THE BUILDING. LIMITED COMMON ELEMENTS (LCE) ARE 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 ELEVATOR SHAFT. AIR CONDITIONING SUPPORTS LOCATED ON THE ROOF ARE LIMITED COMMON ELEMENTS (LCE) TO THE UNIT WHICH THEY SERVE.
 4. ELEVATIONS SHOWN HEREON (N.A.V.D.) OF 1988.
 5. LCE PARKING SPACES REFER TO BUILDING AND THE SPACE IN THAT BUILDING.

LEGEND:

EQP	EQUIPMENT STORAGE ROOM
ELEV	ELEVATOR
CE	COMMON ELEMENT
LCE	LIMITED COMMON ELEMENT
STAIRWELL	TYPICAL
19-8	PARKING SPACE ASSIGNMENT NUMBER

UNIT NUMBERING

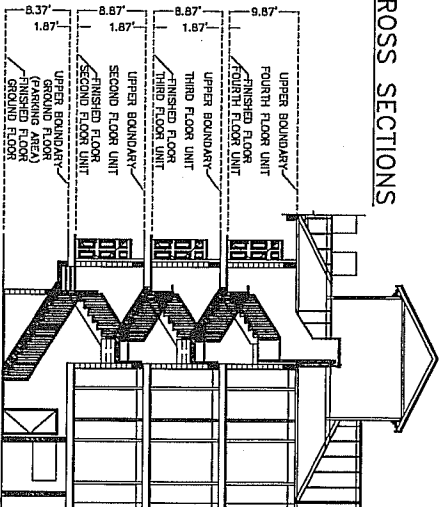
BUILDING	FLOOR LEVEL	UNITS
21	2ND FLOOR	2101, 2102 & 2103
	3RD FLOOR	2104, 2105 & 2108
	4TH FLOOR	2107, 2109 & 2109

ELEVATION TABLE

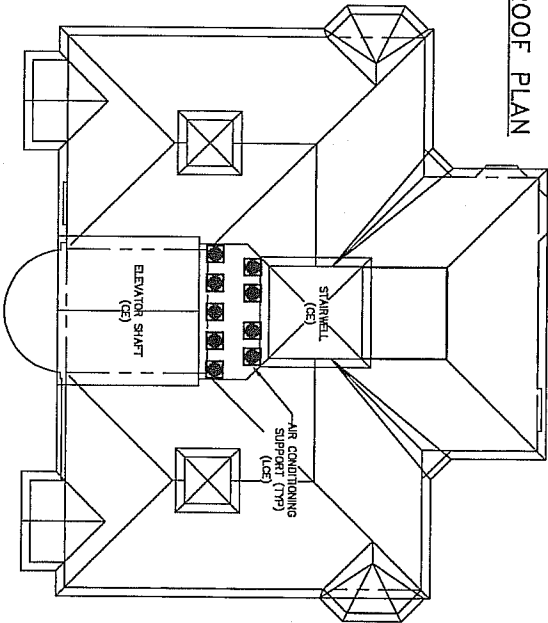
BUILDING	FLOOR LEVEL	UPPER BOUNDARY ELEVATION	UPPER BOUNDARY FINISHED FLOOR ELEVATION
21	GROUND	6.20	14.57
	2ND FLOOR	18.44	26.31
	3RD FLOOR	27.18	35.05
	4TH FLOOR	37.92	47.79

- (a) Unit Boundaries: Each Unit shall include that part of the building in which the Unit is located that lies within the following boundaries:
 - (1) Upper and Lower Boundaries: The upper and lower boundaries of the Unit shall be the horizontal boundaries extended to their intersections with the perimeter boundaries, as shown on the floor plan.
 - (2) Horizontal Boundaries: The point of reference of the horizontal boundaries shall be the centerline of the Unit, as shown on the floor plan.
 - (3) Lower Boundary: The horizontal portion of the unfinished, unexcavated and unexcavated upper surface of the floor of the Unit.
 - (4) Perimeter Boundaries: The perimeter boundaries of the Unit shall be the vertical plane of the finished and unexcavated upper surface of the perimeter walls bounding the Unit as shown on the floor plan. The perimeter boundaries shall extend to the upper and lower boundaries. The horizontal portion of the unfinished, unexcavated and unexcavated upper surface of the floor of the Unit shall be the vertical plane of the finished and unexcavated upper surface of the perimeter walls bounding the Unit as shown on the floor plan. The perimeter boundaries shall extend to the upper and lower boundaries.
 - (5) Horizontal Boundaries: The point of reference of the horizontal boundaries shall be the centerline of the Unit, as shown on the floor plan.
 - (6) Lower Boundary: The horizontal portion of the unfinished, unexcavated and unexcavated upper surface of the floor of the Unit.
 - (7) Perimeter Boundaries: The perimeter boundaries of the Unit shall be the vertical plane of the finished and unexcavated upper surface of the perimeter walls bounding the Unit as shown on the floor plan. The perimeter boundaries shall extend to the upper and lower boundaries. The horizontal portion of the unfinished, unexcavated and unexcavated upper surface of the floor of the Unit shall be the vertical plane of the finished and unexcavated upper surface of the perimeter walls bounding the Unit as shown on the floor plan. The perimeter boundaries shall extend to the upper and lower boundaries.
 - (8) Horizontal Boundaries: The point of reference of the horizontal boundaries shall be the centerline of the Unit, as shown on the floor plan.
 - (9) Lower Boundary: The horizontal portion of the unfinished, unexcavated and unexcavated upper surface of the floor of the Unit.
 - (10) Perimeter Boundaries: The perimeter boundaries of the Unit shall be the vertical plane of the finished and unexcavated upper surface of the perimeter walls bounding the Unit as shown on the floor plan. The perimeter boundaries shall extend to the upper and lower boundaries. The horizontal portion of the unfinished, unexcavated and unexcavated upper surface of the floor of the Unit shall be the vertical plane of the finished and unexcavated upper surface of the perimeter walls bounding the Unit as shown on the floor plan. The perimeter boundaries shall extend to the upper and lower boundaries.

TYPICAL CROSS SECTIONS



ROOF PLAN



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

FOLEY / KOLARIK, INC.
 Consulting Engineers, Surveyors and Planners
 503 8th Avenue West • Palm Bay, Florida 34921 • (941) 722-4661
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 2241



AMENDED PHASE 6 UNIT PLAN, ROOF PLAN & ELEVATIONS
 BUILDING 21
 EXHIBIT A

DESCRIPTION: PHASE 6

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 SOUTHWESTERLY, 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. TO THE P.T. OF SAID CURVE; 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 S00°50'29"W, 24.00 FT.; THENCE S05°29'58"W, 111.87 FT.; THENCE S21°53'13"W, A DISTANCE OF 164.73 FT. FOR A POINT OF BEGINNING; THENCE CONTINUE S21°53'13"W, 86.02 FT.; THENCE S32°29'05"W, 46.35 FT.; THENCE S55°31'20"E, 137.50 FT.; THENCE N44°41'25"E, A DISTANCE OF 2.16 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 113.00 FT.; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 36°40'09", A DISTANCE OF 72.32 FT. TO THE P.T. OF SAID CURVE; THENCE N08°01'16"E, A DISTANCE OF 7.22 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 362.00 FT.; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13°15'41", A DISTANCE OF 83.79 FT.; THENCE N68°43'03"W, RADIAL WITH LAST DESCRIBED CURVE, A DISTANCE OF 119.79 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.