

THIS INSTRUMENT WAS PREPARED BY:

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Bradenton, FL 34205
(941) 748-4411

AMENDMENT # 10
TO
DECLARATION OF CONDOMINIUM
FOR
PALMA SOLA BAY CLUB, A CONDOMINIUM
(Submitting Phase 9)

This Amendment (the "Amendment") is made as of the 17th day of July 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 9**, (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 9**, 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


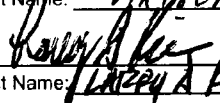
Act, whether contained within a supplement or replacement sheet of the Plat or by separate instrument), is/are attached hereto as **Exhibit A** (a "Supplemental Plat"), then such Supplemental Plat is made a part hereof and of the Declaration, and the Declaration and the Plat are amended, modified and 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 9**. 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.

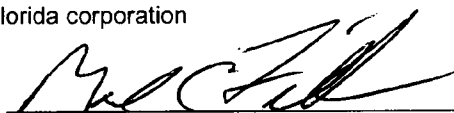
5. Common Expenses. As provided in Section 10.2 of the Declaration, the Owner of each Unit is liable for a share of the Common Expenses of the Association equal to his share of ownership of the Common Elements and the Common Surplus, as set forth in Article 4 of the Declaration and Paragraph 4 of this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

Print Name: LARRY A. FIEN

PALMA SOLA BAY DEVELOPMENT, INC.,
a Florida corporation

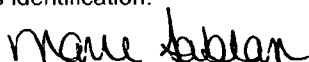
By: 
Mark C. Filburn, its President

STATE OF FLORIDA
COUNTY OF Seminole

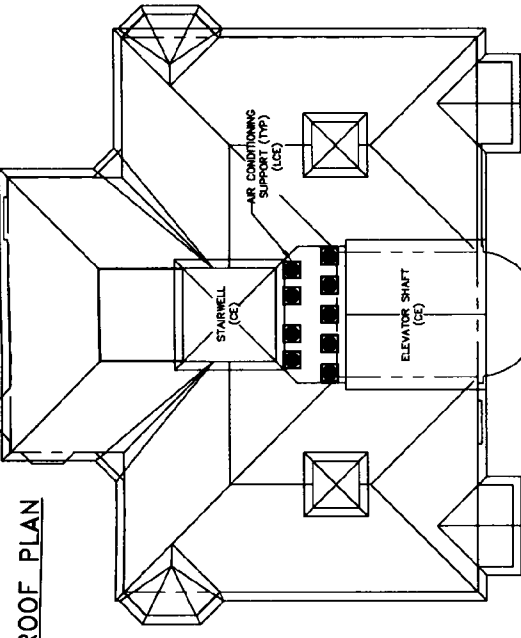
The foregoing instrument was acknowledged before me this 17th day of July, 2017, by Mark C. Filburn, as President of Palma Sola Bay Development, Inc., a Florida corporation, on behalf of the corporation, who is personally known to me or produced _____ as identification.



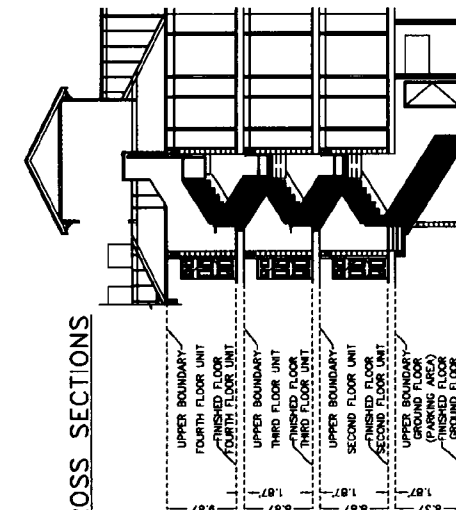
MARIE SABLAN
MY COMMISSION # FF 076372
EXPIRES: September 15, 2017
Revised Thru Budget Notary Services


Notary Public
My Commission Expires: 9/15/17

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



ROOF PLAN



TYPICAL CROSS SECTIONS

BUILDING	FLOOR LEVEL	LOWER BOUNDARY ELEVATION	UPPER BOUNDARY ELEVATION
14	4TH FLOOR	27.18	37.92
	3RD FLOOR	16.44	25.31
	2ND FLOOR	8.20	14.37
	1ST FLOOR	0.00	6.17

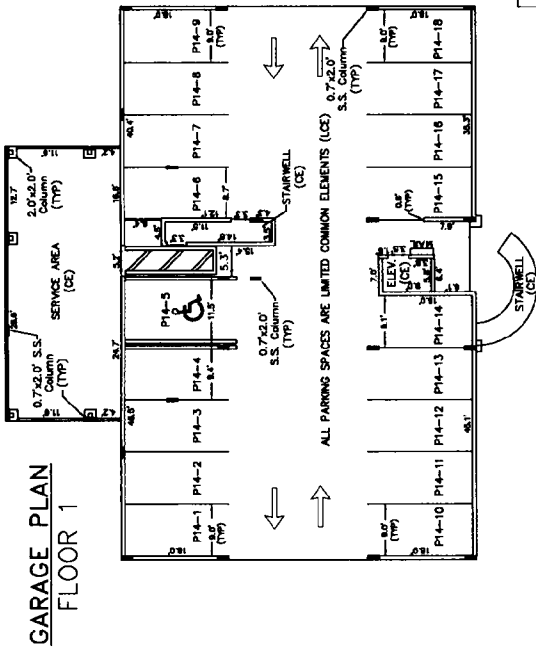
F/K
FOLEY / KOLARIK, INC.
 Consulting Engineers, Surveyors and Planners
 505 8th Avenue West • Palmetto, Florida 34221 • (941) 722-4561
 FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER 2241

AMENDED PHASE 9 UNIT PLAN, ROOF PLAN & ELEVATIONS
BUILDING 14
EXHIBIT A

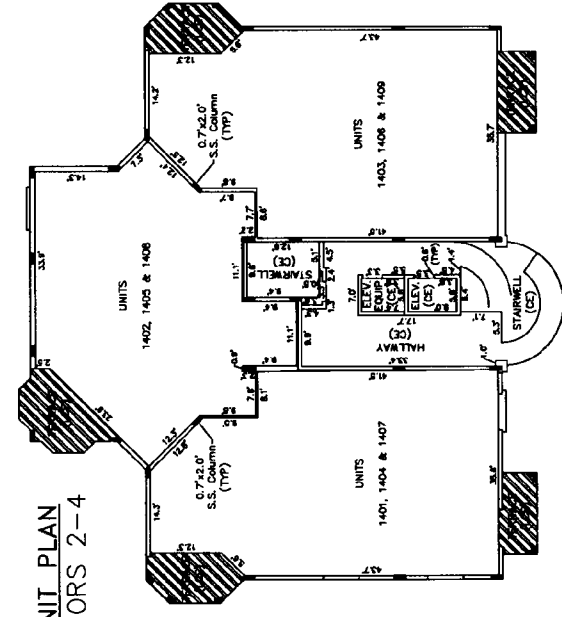
- 1. Unit Measurements: Each Unit and include the part of the building to which the Unit is attached from the front and rear boundaries.
- 2. Upper and Lower Boundaries: The upper and lower boundaries of the Unit shall be the upper and lower boundaries of the building, including the perimeter boundaries, as shown on this Plan.
- 3. Common Elements: The area of the building which is not included in the boundaries of any unit shall be common elements of the Unit, as indicated on this Plan.
- 4. Limited Common Elements: The limited common elements of the Unit, as indicated on this Plan, shall be limited to the portion of the building which is not included in the boundaries of any unit and which is not a common element of the Unit.
- 5. Limited Common Elements: The limited common elements of the Unit, as indicated on this Plan, shall be limited to the portion of the building which is not included in the boundaries of any unit and which is not a common element of the Unit.
- 6. Limited Common Elements: The limited common elements of the Unit, as indicated on this Plan, shall be limited to the portion of the building which is not included in the boundaries of any unit and which is not a common element of the Unit.
- 7. Limited Common Elements: The limited common elements of the Unit, as indicated on this Plan, shall be limited to the portion of the building which is not included in the boundaries of any unit and which is not a common element of the Unit.
- 8. Limited Common Elements: The limited common elements of the Unit, as indicated on this Plan, shall be limited to the portion of the building which is not included in the boundaries of any unit and which is not a common element of the Unit.
- 9. Limited Common Elements: The limited common elements of the Unit, as indicated on this Plan, shall be limited to the portion of the building which is not included in the boundaries of any unit and which is not a common element of the Unit.
- 10. Limited Common Elements: The limited common elements of the Unit, as indicated on this Plan, shall be limited to the portion of the building which is not included in the boundaries of any unit and which is not a common element of the Unit.

UNIT NUMBERING

BUILDING	FLOOR LEVEL	UNITS
14	2ND FLOOR	1401, 1402 & 1403
	3RD FLOOR	1404, 1405 & 1406
	4TH FLOOR	1407, 1408 & 1409
	5TH FLOOR	1410, 1411 & 1412



**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 (LCE) INCLUDE STAIRWELLS AND ELEVATOR SHAFTS. LIMITED COMMON ELEMENTS (LCE) TO THE UNIT WHICH THEY SERVE ARE LIMITED TO THE PORTION OF THE UNIT WHICH THEY SERVE.
 4. ELEVATIONS SHOWN HEREON ARE BASED UPON THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988.
 5. LCE PARKING SPACES REFER TO BUILDING AND THE SPACE IN THAT BUILDING.

- LEGEND:**
- EQUIP - EQUIPMENT STORAGE ROOM
 - ELEV - ELEVATOR
 - LCE - LIMITED COMMON ELEMENT
 - CE - COMMON ELEMENT
 - TYP - TYPICAL
 - PIE-9 - PARKING SPACE ASSIGNMENT NUMBER

DESCRIPTION: PHASE 9

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 N00°03'49"W, A DISTANCE OF 289.69 FT. TO THE INTERSECTION WITH THE CENTERLINE OF "PALMA SOLA CREEK"; THENCE RUN THE FOLLOWING FIVE (5) COURSES ALONG SAID CENTERLINE: RUN N57°19'57"W, 50.07 FT.; THENCE N88°15'39"W, 78.99 FT.; THENCE N38°36'54"W, 161.14 FT.; THENCE N87°23'19"W, 139.88 FT.; THENCE N59°21'47"W, A DISTANCE OF 124.35 FT. FOR A POINT OF BEGINNING; THENCE N79°17'00"W, A DISTANCE OF 280.02 FT. TO A POINT ON THE ARC OF A CURVE, WHOSE RADIUS POINT LIES S80°55'15"E, A DISTANCE OF 682.00 FT.; THENCE LEAVING THE CENTERLINE OF SAID "PALMA SOLA CREEK", RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 03°07'01", A DISTANCE OF 37.10 FT. TO THE P.R.C. OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 297.00 FT.; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 40°26'23", A DISTANCE OF 209.62 FT.; THENCE S30°08'23"E, 150.58 FT.; THENCE S24°52'13"E, A DISTANCE OF 122.34 FT. TO A POINT ON THE ARC OF A CURVE, WHOSE RADIUS POINT LIES S43°22'34"E, A DISTANCE OF 77.00 FT.; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48°13'51", A DISTANCE OF 64.82 FT. TO THE P.T. OF SAID CURVE; THENCE S85°08'44"E, 41.32 FT.; THENCE N03°15'46"E, A DISTANCE OF 21.49 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 50.00 FT.; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 24°56'03", A DISTANCE OF 21.76 FT. TO THE P.R.C. OF A CURVE, CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 50.00 FT.; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 31°30'38", A DISTANCE OF 27.50 FT. TO THE P.T. OF SAID CURVE; THENCE N03°18'44"W, A DISTANCE OF 4.77 FT. TO THE P.C. OF A CURVE, CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 22.00 FT.; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 61°17'15", A DISTANCE OF 23.53 FT.; THENCE N25°24'00"E, RADIAL WITH LAST DESCRIBED CURVE, A DISTANCE OF 332.97 FT. TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 6, TOWNSHIP 35 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 2.19 ACRES, MORE OR LESS.