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PREPARED BY AND SHOULD BE
RETURNED TO:
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P.O. Box 14409
St. Petersburg, Florida 33733

Plats pertaining hereto are filed in Plat Book 119, Page 18.

**AMENDMENT TO MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS AND EASEMENTS OF TERN BAY**

WHEREAS, the Board of Directors and Home Owners of TERN BAY
HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as Association, desires
to amend the Master Declaration of Covenants, Conditions and Restrictions and
Easements and By-Laws for said homeowners association, which Master Declaration of
Covenants, Conditions and Restrictions and Easements, and Bylaws have been filed
and recorded in and for Pinellas County, Florida, within O.R. Book 10359, beginning
with Page 24, et seq.

WHEREAS, a meeting of the Board of Directors of the association and said
owners/members was duly called in accordance with the Master Declaration of
Covenants, Conditions and Restrictions and Easement and By-Laws, after proper
notice was given to the owners/members.

WHEREAS, such meeting took place on July 16, 2013, there was present a
quorum of Directors and a quorum of owners/members as defined and required by the
By-Laws, Articles of Incorporation, and the Master Declaration of Covenants,
Conditions and Restrictions and Easements for said Association.

WHEREAS, after due consideration, of said proposed amendments, which

amendments were proposed by resolution by said Directors, same were presented for a vote, and accepted by the required vote of the Board of Directors, and said amendments were approved by the vote of the required percentage of owners/members according to the provisions of the By-Laws, Articles of Incorporation, and the Master Declaration of Covenants, Conditions and Restrictions and Easements for said Association.

WHEREAS, that the Board of Directors and the owners/members have approved the Amendments to the Master Declaration and By-Laws, said Amendments are hereinafter provided.

NOW THEREFORE, said Master Declaration and By-Laws shall be hereby amended pursuant to the heretofore stated authority and requirements, which amendments are to be provided within said Master Declaration and By-Laws, and said amendments are as follows:

AMENDMENT TO BY-LAWS:

Article XIX - INSURANCE

Section 2. Casualty Insurance.

~~(a) The Association shall obtain fire, windstorm, and extended coverage insurance and vandalism and malicious mischief insurance, and, if any real property is in an area identified by the Department of Housing and Urban Development as having a special flood hazard, flood insurance. Such insurance shall insure all of the appropriate insurable improvements within the Common Area, including personal property owned by the Association, in and for the interest of the Association, with a deductible acceptable to the Board and in an amount equal to the maximum insurable replacement value, in accordance with the original plans and specifications as actually built, including modifications, if any, as determined annually by the Board.~~

A. Common Real Property.

(1) The Association shall keep all improvements located on the Common Real Property(s) insured against loss or damage by fire or other casualty for the full insurable replacement value thereof and may obtain insurance against such other hazards and casualties as the Association may deem desirable or as otherwise determined by the Board of Directors at a duly called meeting of the Board. The Association may also insure any other property, whether real or personal, owned or maintained by the Association, against loss or damage by fire, and such other hazards as the Association may deem desirable, with the Association as the owner, loss payee and beneficiary of such insurance. Insurance proceeds shall be used by the Association for the repair or replacement of the property for which the insurance was carried. Except as expressly otherwise provided, premiums for all insurance carried by the Association are Common Expenses included in the Assessments made by the Association. The insurance as required herein shall insure all buildings in the same manner and fashion as buildings are to be insured pursuant to Florida Statute Chapter 718.111(11) and as further set forth hereinafter.

(2) The Association shall purchase and maintain flood insurance in the name of each owner and payment for such flood insurance policy shall be a common expense and included in the assessments to the owners. Such flood insurance policy shall not be cancelled or modified without the consent of the Association. The coverage for each lot shall be set by the Board.

B. Liability Insurance. The Association shall purchase and maintain a policy of comprehensive general insurance, naming the Association and Declarant as insureds. Coverage shall include liability of the Association and Declarant for bodily injury, death and property damage. Any such policy will provide that it cannot be canceled or substantially modified without at least thirty (30) days' prior written notice to the Association. The coverage amount shall be set by the Board of Directors.

C. Waiver of Subrogation. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, the Management Company, Declarant, and the officers, directors, agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

D. Fidelity and Other Insurance. The Association shall purchase and maintain a policy of insurance or fidelity bond, naming the Association as the insured or as the obligee, to protect the Association against the wrongful acts or omissions of any officer, director, trustee, agent or employee of the Association and all other persons who handle or are responsible for handling funds of, or funds administered by the Association. Any such policy or bonds shall be in an amount determined by the Board of Directors. The Association may also obtain Workmen's Compensation insurance

and other liability insurance as it may deem desirable insuring each Lot Owner and the Association, Board and Management Company, from liability in connection with the Common Property Real Property, the premiums for which shall be Common Property Expenses and included in the Assessments made against the Owners. In addition to the insurance set forth above, the Association shall maintain a Board of Directors liability insurance policy, in form and substance as approved by the Board of Directors of the Association, in such amounts as may be determined by the Board of Directors.

E. Distribution of Proceeds Reconstruction of Buildings and Improvements. The proceeds of any policy of insurance or bond required to be purchased and maintained, or which may be purchased and maintained, pursuant to the terms of this declaration shall be paid to the Association and Declarant, as their interest may appear.

F. Estimates for Repair, Replacement or Reconstruction. In the event any loss, damage or destruction occurs that is covered by an insurance policy purchased and maintained by the Association pursuant to the terms of this Declaration, the Association shall, immediately after the occurrence of such loss, damage or destruction, obtain a reliable, detailed estimate of the cost to place the damaged property in as good a condition as existed immediately prior to the loss, damage or destruction. The Association may establish a separate account with a bank or savings and loan association located in Pinellas County, Florida, and deposit into such account all insurance proceeds and any special assessments collected by the Association by virtue of the occurrence of any loss, damage or destruction as provided in this Declaration.

G. Declarant Named as Insured. Whenever the Association is required to purchase and maintain a policy of insurance or bond which shall, according to the terms of this Article name Declarant as an insured, such obligation to name the Declarant as an insured shall cease upon Declarant's conveyance of title to the last lot or Unit owned by Declarant, whichever is the last to occur.

H. Review of Insurance Coverages. The Association shall, at least annually, review the adequacy of the insurance coverages required pursuant to this Declaration and shall make a determination as to the adequacy of the amounts and types of coverage then in effect.

I. Insurance. The coverage shall exclude all personal property within the unit or limited common elements, and floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatment components, or replacements of any of the foregoing.

(b)J. Repairs and Restoration. Any repair and restoration must be substantially in accordance with the plans and specifications for the original building, or as the

building was last constructed, or according to the plans approved by the Board, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all institutional first mortgagees shall also be required.

AMENDMENTS TO DECLARATION:

Article VII RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 4. Insurance. The Association at all times shall procure and maintain adequate policies of public liability, property and casualty insurance, and such other insurance as it deems advisable or necessary on the Common Area and Buildings on each Lot and improvements situated thereon as set forth in the By-Laws. The property and casualty insurance on the Common Area and the Buildings on each Lot and improvements situated thereon shall be in an amount equal to the maximum insurable value thereof as set forth in the By-Laws. All damaged property in the Common Area shall be repaired and restored to the original condition using the insurance proceeds. In the event the insurance proceeds are inadequate to cover the costs of repair and restorations, a Special Assessment shall be assessed against each Lot Owner as set forth in the By-Laws. In the event the insurance proceeds shall be greater than the amount required to repair and restore the damage, the excess shall be deposited with the Association for the operation of the Association and/or maintenance of the Common Area and the Buildings on each Lot and improvements situated thereon. Prior to the end of each policy year, the Association shall cause the insured properties to be reappraised and shall adjust the insurance coverage so that the insured property are insured for their maximum insurable value. The Association additionally shall cause all persons responsible for collecting and disbursing Association moneys to be insured or bonded with adequate fidelity insurance or bonds, as provided in the By-Laws.

ARTICLE V PROPERTY RIGHTS

Section 5. Animals. No animals or pets shall be permitted on the Lots or in the Common Area at any time except an Owner or Tenant shall be permitted to have one (1) pet reside on the Lot provided said pet does not exceed twenty (20) pounds in weight at all times.

Section 6. Rules and Regulations

(e) ~~At no time are pets permitted on the Common Areas or in any improvements that may be located on the Lots or Common Areas.~~ A Lot Owner shall be responsible for all violations of this Rule by lessees of his Lot and said Lot Owner shall be subject to such fines or penalties as the Association imposes for each violation. Any violation of the rules governing the right to maintain pets may result in a revocation of the right to keep the pets.

RESOLVED, further, that said Amendments to the Master Declaration and By-Laws of the Association are hereby adopted, approved and the Board of Directors shall have same recorded in the Public Records of Pinellas County, Florida.

TERN BAY HOMEOWNERS ASSOCIATION, INC.

BY: Mike McDermott
President

BY: Danee Kinzel
Secretary

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 16 day of August, 2013, by Mike McDermott, the President and Danee Kinzel, the Secretary, who are personally known to me or who have produced drivers license / drivers license as identification and who did take an oath and depose and says that they executed the foregoing Amendments and acknowledge to and before me that they executed said Amendments for the purposes therein expressed.

Witness my hand and official seal this 16 day of August, 2013.

D Kinzel
Notary Public

My commission expires:

A. KINZEL
Notary Name Typed/Printed



(CODING: Words in underscored type indicate changes from original Master Declaration of Covenants, Conditions and Restrictions and Easements and By-Laws and deletions from the original Master Declaration of Covenants, Conditions and Restrictions and Easements and By-Laws are shown by strike outs. Unless otherwise provided herein, all provisions of the Master Declaration of Covenants, Conditions, and Restrictions and Easements and By-Laws are not affected by these Amendments and shall remain the same.)