

**SAND BAY HOMEOWNERS ASSOCIATION, INC.
P.O. BOX 3076, HOLIDAY, FLORIDA 34692**

**SUMMARY OF
AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR SAND BAY SUBDIVISION**

The SAND BAY HOMEOWNERS ASSOCIATION ("Association") declares that all of Lots and Parcels in the Subdivision are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved, subject to the provisions of this Declaration, all of which are declared and agreed to be in furtherance of a plan for the purpose of enhancing and protecting the value, desirability and attractiveness thereof.

The provisions of this Declaration are intended to create mutual equitable servitudes upon each of said Lots and Parcels in favor of each and all other Lots and Parcels: to create reciprocal rights between the respective owners of all such Lots and Parcels: to create a privity of contract and estate between the grantees of such Lots, their Heirs, successors and assigns; and to operate as covenants running with the land for the benefit of each and all other such Lots and Parcels in the Subdivision and their respective owners, present and future.

1. All State, County and local regulations that are now and may in the future be in effect, must be complied with.
2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any lot other than one single family dwellings.
3. No dwelling shall be built on any lot that has less than sixteen hundred (1600) square feet of living space, measured by outside dimensions, exclusive of garage, unless prior approval in writing is obtained from the Association Board.
4. All buildings shall be setback twenty-five (25) feet, or more, from the front lot line and not less than twenty (20) feet from the rear of said lot and no closer than ten (10) feet from the sides of said lots.
5. All buildings to be erected on said lots shall not be more than two stories high. Any variation of this restriction shall require prior written approval by the Association Board.
6. All buildings shall be constructed of masonry, brick, wood, or similar materials, or other materials that have prior written approval by the Association Board. All plans and specifications, including but not limited to architectural style, shall be first approved in writing by the Association Board before construction begins. All dwellings must include an enclosed garage sufficient to store a minimum of two automobiles.
7. No modular or mobile homes shall be allowed.
8. All buildings shall be reasonably maintained in such a manner as to maintain the appearance of the Subdivision.

9. The Association Board specifically reserves a ten (10) foot easement running along the front of all lots and a six (6) foot easement running along the rear of all lots for utility purposes.
10. Nothing shall be placed on lands reserved for easement. In the event any structure or vegetation interferes with construction, maintenance, or repair, the same may be removed without cost to the utility companies, the Association, or its assigns.
11. The lots are to be kept clean, mowed when weeds are high and kept free from all unsightly structures or debris. The Association shall have the right at any time to clean up any lots that are in violation of this restriction and make a reasonable charge for such service to the owners, and if the owner refuses to pay, to record a lien. Such lien may be foreclosed in the same manner as a mortgage, and the Association shall be entitled to recover previously approved costs and reasonable attorney fees.
12. No business of any kind, including but not limited to any child or adult day-care centers, congregate care facilities, foster homes, or other related facilities, will be permitted on any of said lots. No signs identifying or advertising any business shall be permitted on any of said lots.
13. No parking of boats, house trailers, trailers of any kind, campers or trucks of over one and one-half tons shall be permitted at any time on a lot or portion thereof, nor in any parkway, street, curb or front yard. This shall not include parking or storage in garages.
14. No work shall be performed on cars, boats, motorcycles, or other vehicles in or on any driveway, except to the extent that said work may be performed inside the garage, and only upon the owner's vehicle or vehicles. This restriction shall not be construed so as to preclude an owner from performing such routine maintenance a cleaning, washing, or waxing of vehicle or vehicles.
15. No utility buildings, or porches shall be constructed without prior approval of the plans and specifications by the Association Board.
16. No wall, fence or hedge shall be constructed or allowed, unless it is first approved in writing by the Association Board as to location, height and material. Further, any approved wall, fence or hedge shall be reasonably maintained.
17. Swimming pools, the tops of which are to be level with the ground or are graded to ground level, or decked no higher than four (4) feet above ground level shall be permitted; provided, however, that the plans for any of same shall receive prior approval in writing by the Association Board or its assigns. All other swimming pools (including surface pools or those not recessed into the ground) are prohibited.
18. The owner must maintain front yard to the back of the curb, although it is a public right-of-way.

19. No animals shall be kept or maintained on any lot except usual household pets, limited to a maximum of four (4) pets per household at any one time, which shall be reasonably confined so as not to become a nuisance. All pets shall be on leashes when outside the premises of a lot owner.
20. No more than one "For Sale" sign advertising property for sale or "For Rent" sign shall be placed on the property and said sign is not to be greater than sixteen (16) inches in height and twenty-four (24) inches long, unless expressly approved in writing by the Association Board.
21. No water well shall be drilled, maintained, or used on this property without prior approval in writing by the Association Board.
22. No radio towers or antennas of any type or kind shall be erected, placed or established on any lot in the Subdivision without the prior written approval of the Association Board.
23. Outdoor lighting, whether for decorative or security purposes, shall be allowed except for high intensity sources, which will require prior written approval by the Association Board.
24. No seawall or dock shall be constructed or allowed unless the plans and specifications therefor have been first approved in writing by the Association Board.
25. Subject to approval by the Association Board, the lot owners may, by majority approval, at any time, change any of the restrictions and make additions thereto, or eliminate any of them or have new additions: provided, however, that such proposed changes and additions shall be put in proper form so as to entitle the same to be recorded in the Public Records of Pasco County, Florida, as covenants running with the land.
26. Subject to the written approval of the Association Board, if any changes in the restrictions are made as above set forth, which will necessitate assessments against lot owners, and such assessments are voted by a $\frac{3}{4}$ majority of all lot owners, such assessments shall be binding upon all lots in the Subdivision in conformity with such assessments: and if the owner refuses to pay, a lien may be filed. Such lien may be foreclosed in the same manner as a mortgage, and the association shall recover previously approved costs and reasonable attorney fees.

27. If any of these covenants are breached by the owner, his assigns, tenants, or agents, then the Association Board, or its assigns, or other owners may bring such action as may be necessary to enforce these covenants, the losing party to pay all costs thereof, including attorney fees.
28. The provisions contained herein shall run with and bind the land and shall inure to the benefit of and be enforceable by any owner of land, their assigns, agents, heirs, successors, or personal representatives.
29. The failure of any land owner or the Association to enforce any restrictions, conditions, covenants or agreements herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.
30. The provisions of this Declaration shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in the Subdivision until 2013 after which time the same shall be automatically extended for successive periods of ten years, unless amended by the affirmative vote of a majority of the owners of all lots in the Subdivision entitled to vote and recording an amendment to this declaration duly executed by the requisite number of such owners required to effect such amendment.
31. Every provision of this Declaration is hereby declared to be independent of and severable from every other provision hereof. If any provision shall be held by a court of competent jurisdiction to be invalid, unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.

32. Authorize the governing body, the Board of Directors, (of) the association to charge reasonable interest for unpaid assessments. The unpaid assessment shall bear interest of 18 percent per year from the date of delinquency until paid. Interest shall be calculated from the first day of each month.
33. Authorizing the governing body, the Board of Directors, (of) the association to create a two-year waiting period from last recorder sale of property to rent the lot owners property as a single family home for an annual rental period. At all times during the tenancy, the Lot Owner's Tenant shall comply with all Sand Bay Homeowners Associations Current Covenants & Deed Restrictions. The Sand Bay Homeowners Association Lot Owner of the single-family home shall: Comply with the requirements of the applicable State of Florida and Pasco County Florida building, housing and health codes. Where there are no applicable building, housing or health codes maintain the plumbing in reasonable good working condition and maintain the roof, windows, screens, floors, steps, porches, exterior walls, foundations and all other structural components in good repair and capable of resisting hurricane forces and loads.



Rept: 1962389 Rec: 222.50
DS: 0.00 IT: 0.00
06/04/2018 K. K., Dpty Clerk

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER
06/04/2018 10:17am 1 of 26
OR BK 9734 PG 3822

Prepared by & Return to:
Marielle Westerman, Esq.
Westerman Zetrouer, P.A.
1211 1st Ave. N., Ste. 201
St. Petersburg, FL 33705

**NOTICE OF PRESERVATION OF DECLARATION OF COVENANTS AND
RESTRICTIONS PURSUANT TO FLORIDA STATUTES, SECTIONS 712.05 &
712.06**

Pursuant to Florida Statutes Chapter, 712 Sand Bay Homeowners Association, Inc. (hereinafter referred to as the "Association") hereby gives and records this Notice of Preservation of Covenants (hereinafter referred to as the "Notice of Preservation") to preserve and protect the Declaration of Covenants and Restrictions for Sand Bay, and all amendments, identified herein from extinguishment under Florida's Marketable Record Title Act.

1. The Association is a Florida not-for-profit corporation existing pursuant to Florida Statutes Chapter, 617, and whose mailing address is P.O. Box 3076, Holiday, FL 34690.
2. The Association is the corporation in charge of the operation and control of Sand Bay Homeowners Association, Inc., a mandatory homeowners association, according to the Declaration of Covenants and Restrictions for Sand Bay, thereof as recorded in Official Records Book 1363, Pages 1261, *et. seq.*, of the public records of Pasco County, Florida, as amended and restated in Official Records Book 5751, Pages 1018, *et. seq.*, in the official public records of Pasco County, Florida.
3. The management of the affairs of the Association is vested in a three (3) member board of directors.
4. The real property and lands affected by this Notice of Preservation are as follows. All property within the boundaries of the below legal descriptions are affected by this Notice of Preservation:

SAND BAY PB 23 PGS 43-46

5. The real property and lands described in paragraph 4 above is burdened and encumbered by the Declaration of Covenants and Restrictions for Sand Bay, including all amendments and supplements thereto, described in paragraph 2 above.
6. The Board of Directors of the Association scheduled a special meeting of the Board on May 17, 2018 (hereinafter referred to as the "Meeting") for the purpose of considering and voting on preserving the covenants and restrictions contained in the Declaration of, including all amendments thereto.
7. At least seven days in advance of the Meeting, the Board of Directors of the Association caused to be sent a Statement of Marketable Title Action in the form set forth pursuant to Florida Statute, Section 712.06 to all members of the Association. Attached hereto is the affidavit of Jackie Branson affirming that the Board of Directors on May 1, 2018 mailed a Statement of Marketable Title Action to all members of the Association and further attaches and incorporates a true and correct copy of the Statement of Marketable Title Action mailed to all members.
8. The Meeting was duly noticed and attended by the Association's Board of Directors.
9. At least two-thirds of the Board of Directors voted in favor of the preservation of the covenants and restrictions contained in the Declaration and all amendments and supplements thereto.
10. The real property interest claimed under this Notice of Preservation is the right to preserve those certain restrictions, covenants, agreements and easements set forth in the Declaration. A copy of the Declaration is attached hereto as Exhibit "A."
11. The Association's affidavit of mailing is attached hereto as composite Exhibit "B."

**REMAINDER OF PAGE INTENTIONALLY BLANK
SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, Sand Bay Homeowners Association, Inc. has caused this Notice to be executed in its name on May 17, 2018, 2018.

Witness #1

Sand Bay Homeowners Association, Inc.

By: JEFFREY G. GUILD
 (name, typed or printed)

By: GARY MALFA
 Signature: *[Signature]*
 Print: GARY MALFA
 Title: TREASURER

Witness
 Signature: *[Signature]*

Witness #2

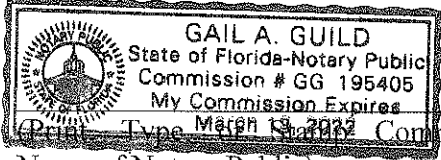
By: Patricia J. Taunt
 (name, typed or printed)

Witness
 Signature: *[Signature]*

STATE OF FLORIDA)
)
 COUNTY OF Pasco)

Sworn to or affirmed and signed before me on May 17, 2018 by Gary Malfa, president (president, name of person making statement).

[Signature]
 (Signature of Notary Public- State of Florida)



Personally Known
 Produced Identification
 Type of Identification Produced Drivers License

EXHIBIT "A"

(DECLARATION OF COVENANTS AND RESTRICTIONS FOR SAND BAY)

2/24
A
SAND BAY HOME OWNERS ASSOCIATION
P.O. BOX 3076
HOLIDAY, FL 34690

2004038564

AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR SAND BAY SUBDIVISION

WHEREAS, SAND BAY CORPORATION, a Florida corporation, hereinafter called "Developer", was the owner in fee simple of certain real property located in Pasco County, Florida, known by official plat designation as:

SAND BAY SUBDIVISION, according to the plat recorded in PB 23, Pages 43-46, Public Records of Pasco County, Florida; and

WHEREAS, for the purpose of enhancing and protecting the value, attractiveness and desirability of the lots constituting such subdivision, the Developer declared that all the real property described above and each part thereof shall be held, sold and conveyed only subject to the Declaration of Covenants, Conditions, and Restrictions for Sand Bay Subdivision, the same being recorded in Official Records Book 1363, beginning at page 1261, dated September 17, 1984, Public Records of Pasco County, Florida; and

WHEREAS, the aforesaid Declarations constitute covenants running with the land and is binding upon all parties having any right, title or interest in the above-described property or any part thereof, their heirs, successors, and assigns and inure to the benefit of each owner thereof, as provided for therein; and

WHEREAS, the aforesaid declaration provided in Paragraph 32 thereof for amendment by recording of an instrument signed by a majority of the then owners of lots, and

WHEREAS, an instrument attached hereto as Exhibit "A" has been signed by 27 lot owners, representing a majority of the 52 lots in the Subdivision, agreeing to change said restrictive covenants:

NOW, THEREFORE, the Declaration is hereby amended and restated as follows:

Rept: 781508 Rec: 33.00
DS: 0.00 IT: 0.00
03/04/04 Dpty Clerk

JED PITTMAN, PASCO COUNTY CLERK
03/04/04 10:18am 1 of 7
OR BK 5751 PG 1018

OR BK 9734 PG 3827
6 of 26

**AMENDED AND RESTATED
DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR SAND BAY SUBDIVISION**

The SAND BAY HOMEOWNERS ASSOCIATION (" Association ") declares that all of Lots and Parcels in the Subdivision are held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved, subject to the provisions of this Declaration, all of which are declared and agreed to be in furtherance of a plan for the purpose of enhancing and protecting the value, desirability and attractiveness thereof. The provisions of this Declaration are intended to create mutual equitable servitudes upon each of said Lots and Parcels in favor of each and all other Lots and Parcels: to create reciprocal rights between the respective owners of all such Lots and Parcels: to create a privity of contract and estate between the grantees of such Lots, their Heirs, successors and assigns; and to operate as covenants running with the land for the benefit of each and all other such Lots and Parcels in the Subdivision and their respective owners, present and future.

1. All State, County and local regulations that are now and may in the future be in effect, must be complied with.
2. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwellings.
3. No dwelling shall be built on any lot that has less than sixteen hundred (1600) square feet of living space, measured by outside dimensions, exclusive of garage, unless prior approval in writing is obtained from the Association Board.
4. All buildings shall be setback twenty-five (25) feet, or more, from the front lot line and not less than twenty (20) feet from the rear of said lot and no closer than ten (10) feet from the sides of said lots.
5. All buildings to be erected on said lots shall not be more than two stories high. Any variation of this restriction shall require prior written approval by the Association Board.
6. All buildings shall be constructed of masonry, brick, wood, or similar materials, or other materials that have prior written approval by the Association Board. All plans and specifications, including but not limited to architectural style, shall be first approved in writing by the Association Board before construction begins. All dwellings must include an enclosed garage sufficient to store a minimum of two automobiles.
7. No modular or mobile homes shall be allowed.
8. All buildings shall be reasonably maintained in such a manner as to maintain the appearance of the Subdivision.

9. The Association Board specifically reserves a ten (10) foot easement running along the front of all lots and a six (6) foot easement running along the rear of all lots for utility purposes.
10. Nothing shall be placed on lands reserved for easement. In the event any structure or vegetation interferes with construction, maintenance or repair, the same may be removed without cost to the utility companies, the Association, or its assigns.
11. The lots are to be kept clean, mowed when weeds are high and kept free from all unsightly structures or debris. The Association shall have the right at any time to clean up any lots that are in violation of this restriction and make a reasonable charge for such service to the owners, and if the owner refuses to pay, to record a lien. Such lien may be foreclosed in the same manner as a mortgage, and the Association shall be entitled to recover previously approved costs and reasonable attorney fees.
12. No business of any kind, including but not limited to any child or adult day-care centers, congregate care facilities, foster homes, or other related facilities, will be permitted on any of said lots. No signs identifying or advertising any business shall be permitted on any of said lots.
13. No parking of boats, house trailers, trailers of any kind, campers or trucks of over one and one-half tons shall be permitted at any time on a lot or portion thereof, nor in any parkway, street, curb or front yard. This shall not include parking or storage in garages.
14. No work shall be performed on cars, boats, motorcycles, or other vehicles in or on any driveway, except to the extent that said work may be performed inside the garage, and only upon the owner's vehicle or vehicles. This restriction shall not be construed so as to preclude an owner from performing such routine maintenance as cleaning, washing, or waxing of his vehicle or vehicles.
15. No utility buildings, or porches shall be constructed without prior approval of the plans and specifications by the Association Board.
16. No wall, fence or hedge shall be constructed or allowed, unless it is first approved in writing by the Association Board as to location, height and material. Further, any approved wall, fence or hedge shall be reasonably maintained.
17. Swimming pools, the tops of which are to be level with the ground or are graded to ground level, or decked no higher than four (4) feet above ground level shall be permitted; provided, however, that the plans for any of same shall receive prior approval in writing by the Association Board or its assigns. All other swimming pools (including surface pools or those not recessed into the ground) are prohibited.
18. The owner must maintain his front yard to the back of the curb, although it is a public right-of-way.

19. No animals shall be kept or maintained on any lot except usual household pets, limited to a maximum of four (4) pets per household at any one time, which shall be reasonably confined so as not to become a nuisance. All pets shall be on leashes when outside the premises of a lot owner.

20. No more than one "For Sale" sign advertising property for sale or "For Rent" sign shall be placed on the property and said sign is not to be greater than sixteen (16) inches in height and twenty-four(24) inches long, unless expressly approved in writing by the Association Board.

21. No water well shall be drilled, maintained, or used on this property without prior approval in writing by the Association Board.

22. No radio towers or antennae of any type or kind shall be erected, placed or established on any lot in the Subdivision without the prior written approval of the Association Board.

23. Outdoor lighting, whether for decorative or security purposes, shall be allowed except for high intensity sources, which will require prior written approval by the Association Board.

24. No seawall or dock shall be constructed or allowed unless the plans and specifications therefor have been first approved in writing by the Association Board.

25. Subject to approval by the Association Board, the lot owners may, by majority approval, at any time, change any of the restrictions and make additions thereto, or eliminate any of them or have new additions: provided, however, that such proposed changes and additions shall be put in proper form so as to entitle the same to be recorded in the Public Records of Pasco County, Florida, as covenants running with the land.

26. Subject to the written approval of the Association Board, if any changes in the restrictions are made as above set forth, which will necessitate assessments against lot owners, and such assessments are voted by a 3/4 majority of all lot owners, such assessments shall be binding upon all lots in the Subdivision in conformity with such assessments: and if the owner refuses to pay, a lien may be filed. Such lien may be foreclosed in the same manner as a mortgage, and the association shall recover previously approved costs and reasonable attorney fees.

27. If any of these covenants are breached by the owner, his assigns, tenants, or agents, then the Association Board, or its assigns, or other owners may bring such action as may be necessary to enforce these covenants, the losing party to pay all costs thereof, including attorney fees.

28. The provisions contained herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by any owner of land, their assigns, agents, heirs, successors, or personal representatives.

29. The failure of any land owner or the Association to enforce any restrictions, conditions, covenants or agreements herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto.

30. The provisions of this Declaration shall affect and run with the land and shall exist and be binding upon all parties claiming an interest in the Subdivision until 2013 after which time the same shall be automatically extended for successive periods of ten years, unless amended by the affirmative vote of a majority of the owners of all lots in the Subdivision entitled to vote and recording an amendment to this declaration duly executed by the requisite number of such owners required to effect such amendment.

31. Every provision of this Declaration is hereby declared to be independent of and severable from every other provision hereof. If any provision shall be held by a court of competent jurisdiction to be invalid, or unenforceable, all remaining provisions shall continue unimpaired and in full force and effect.

SAND BAY HOMEOWNERS ASSOCIATION

WE, THE UNDERSIGNED OWNERS of record of real property subject to the terms and conditions of the Declaration of Covenants, Conditions, and Restrictions for Sand Bay Subdivision recorded in Official Records Book 1363, beginning at page 1261, Public Records of Pasco County, Florida, agree to amend said Declarations pursuant to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Sand Bay Subdivision dated the ___ day of _____, 2004.

Lot	Last Name	First Name(s)	Street Address	Signature(s)	Date
22	SHEPTAK	NICHOLAS/RENA	2249 SANDBAY DRIVE	Nicholas Sheptak Rena C. Sheptak	1/22/04
27	LAKE	JEAN/PALMER	2223 Sand Bay Dr.	Jean T. Lake	1/23/04
35	WARD	DIANA	2224 Sand Bay Dr.	Diana Ward	1/23/04
25	Sem Kow	Mildred Semkow	2237 Sand Bay Dr.	Mildred Semkow	1/24/04
26	Rodriguezde Miranda	Laura	2231 Sand Bay Dr.	Juan R. Miranda	1/23/04
20	Amos Nikosku		2259 Sand Bay Dr.	Akos Nikosku	1/24/04
18	WATSON	JOHN	2307 SAND BAY	John Watson	1/24/04
44	UDOMAN	TOM	2316 SAND BAY	Tom Udoman	1-25-04
38	MOSS	BAM	2248 Sand Bay	Bam Moss	1-25-04
39	DEAN	DAVID	2254 SAND BAY	David Dean	1/25/04
37	GORDON	JEFF	2242 SAND BAY	Jeff Gordon	1-25-04
21	JENKINS	ROBERT	2253 Sand Bay	Robert Jenkins	1/24/04
36	CARTIER	JOAN	2234 SAND BAY	Joan Cartier	1/24/04
16	SHARPE	TIM	2321 SAND BAY	Tim Sharpe	1/24/04
4	SCHENKLEN	ALFRED	3028 SHIPWATCH DR	Alfred Schenklen	1/24/04
40	DE FINI	VINCENT	2260 Sand Bay	Vincent De Fini	1/24/04
32	RENNER	PEGGY/RICHARD	3036 PINEVIEW DR	Peggy & Richard Renner	1/28/04
43	BYRNE	MARK	2309 Sand Bay Dr.	Mark Byrne	3/2/04
12	SCALES	PETER	2409 SAND BAY DR.	Peter Scales	3/2/04
50	HEWITT	EDITH	2412 Sand Bay Dr.	Edith Hewitt	3/2/04
3	LEGO	SCOTT	3020 SHIPWATCH DR.	Scott Lego	3/3/04
10	ABRAHAM	GEY	2125 SHIPWATCH DR.	Gey Abraham	3/3/04
9	RILEY	RAYMOND	3131 SHIPWATCH DR.	Raymond Riley	3/3/04
48	CAUVEY	CRYSTAL	2240 Sand Bay Dr.	Crystal Cauvey	3/2/04
41	LLEWELLYN	RONALD	2266 Sand Bay Dr.	Ronald Llewellyn	3/2/04
34	CLAVES	ASHELL	3103 PINEVIEW DR.	Asshell Claves	3/2/04

IN WITNESS THEREOF, Declarant has made and executed this instrument this 4th
day of March, 2004.

SAND BAY HOMEOWNERS ASSOCIATION
a Florida non-profit corporation

By: Nicholas Sheptak
Print

As its president

Attest: Jean Lake

Witnesses to both signatures:

1. Jean Lake
2. Joseph J. Macario

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 4th day of March 2004, by Nicholas Sheptak as president of SAND BAY HOMEOWNERS ASSOCIATION, who produced Florida driver's license as identification and Jean Lake as vice president of SAND BAY HOMEOWNERS ASSOCIATION who is personally known to me.

Sign Diane Joan Belmonte Notary Public
Print DIANE JOAN BELMONTE




Prepared by & Return to:
Marielle Westerman, Esq.
Westerman Zetrouer, P.A.
1211 1st Ave. N., Ste. 100
St. Petersburg, FL 33705

**AFFIDAVIT OF MAILING OR HAND DELIVERING OF
STATEMENT OF MARKETABLE TITLE ACTION TO OWNERS**


STATE OF FLORIDA)
)
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally appeared Jackie Branson, who, after being duly sworn, deposes and says that the Statement of Marketable Title Action and the meeting notice of the special meeting of the Board of Directors of Sand Bay Homeowners Association, Inc., held May 17, 2018, 8:00 P.M. 3137 Shipwatch Dr. Holiday, FL 34691 were mailed or hand delivered to all members of the Association. The notice of the special meeting was mailed or hand delivered to all members of the Association at least seven (7) days before the special meeting. The notices were mailed or hand delivered to each member at the address last furnished to the Association, as the address appears on the books of the Association as May 1, 2018 in accordance with applicable law. A copy of the Statement of Marketable Title Action mailed to the members of Sand Bay Homeowners Association, Inc. is attached hereto and incorporated by reference herein as Exhibit "1." A copy of said addresses is attached hereto and incorporated by reference herein as Exhibit "2."

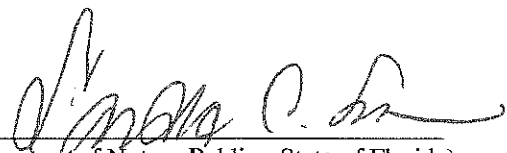
Attest:

Signature
Jackie Branson
Printed

Sworn to or affirmed and signed before me on 1st day of May, 2018, by
Jackie Branson

Personally Known
 Produced Identification
Type of Identification Produced


SANDRA C SMITH
MY COMMISSION # GG013289
EXPIRES November 08, 2020

(Seal)


(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name
of Notary Public)

**SAND BAY HOMEOWNERS ASSOCIATION, INC.
NOTICE OF SPECIAL BOARD MEETING FOR THE PURPOSE OF
PRESERVING THE DECLARATION OF COVENANTS AND RESTRICTIONS
FOR SAND BAY**

TO ALL MEMBERS:

On May 17, 2018 at 8:00 P.M. at 3137 Shipwatch Dr. Holiday, FL 34691, a special meeting of the Board of Directors will be held for the purpose of preserving the covenants, conditions, and restrictions contained in the Declaration of Covenants and Restrictions for Sand Bay including all amendments thereto as more fully described below:

STATEMENT OF MARKETABLE TITLE ACTION

Sand Bay Homeowners Association, Inc. (the "Association") has taken action to ensure that the Declaration of Covenants and Restrictions for Sand Bay, originally recorded in Official Records Book 1363, Pages 1261, *et. seq.*, of the public records of Pasco County, Florida, as amended and restated in Official Records Book 5751, Pages 1018, *et. seq.*, and as may be further amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the public records of Pasco County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

DATED: 5/1/18

BY ORDER OF THE BOARD OF DIRECTORS

Denis Griesmer,
President of Sand Bay Homeowners Association, Inc.

STATEMENT OF MARKETABLE TITLE ACTION

Sand Bay Homeowners Association, Inc. (the "Association") has taken action to ensure that the Declaration of Covenants and Restrictions for Sand Bay, recorded in Official Records Book 1363, Pages 1261, *et. seq.*, of the public records of Pasco County, Florida, as amended and restated in Official Records Book 5751, Pages 1018, *et. seq.*, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by chapter 712, Florida Statutes, to be recorded in the public records of Pasco County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

Sand Bay Homeowners Association, Inc

By: Denis Griesmer, President

Attest: Patti Taunt, Secretary

Sand Bay HOA Preservation Mailing List

LOT #	PHYSICAL ADDRESS	MAIL DOCUMENTS TO:	Legal Description
1	3006 Shipwatch Dr.	Brian and Samantha Williams 2985 Posy Rock Ct. Tarpon Springs, FL 34688-7315	23-26-15-0090-00000-0010 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY PB 23 PG 43 LOT 1 OR 5021 PG 1929
2	3014 Shipwatch Dr.	Kity Khundkar 251 Brevoort St. Kew Gardens, NY 11415-2122	23-26-15-0090-00000-0020 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY PB 23 PG 43 LOT 2 OR 8770 PG 1600
3	3020 Shipwatch Dr.	Randy Clark 3020 Shipwatch Dr. Holiday, FL 34691	23-26-15-0090-00000-0030 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY PB 23 PG 43 LOT 3 OR 7848 PG 1222
4	3028 Shipwatch Dr.	Albert Menchen and Rhonda Salyer 3028 Shipwatch Dr. Holiday, FL 34691	23-26-15-0090-00000-0040 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY PB 23 PGS 43-46 LOT 4 OR 7841 PG 1293 & OR 8137 PG 1700
5	3034 Shipwatch Dr.	Robert Rauber III 3034 Shipwatch Dr. Holiday, FL 34691	23-26-15-0090-00000-0050 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY PB 23 PG 43 LOT 5 OR 6339 PG 927
6	3100 Shipwatch Dr.	Glenn and MaryKay Zimmerman 3100 Shipwatch Dr.	23-26-15-0090-00000-0060

		Holiday, FL 34691	Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY PB 23 PG 43 LOT 6 OR 7728 PG 878
7	3108 Shipwatch Dr.	Gary and Carol Malfa 3108 Shipwatch Dr. Holiday, FL 34691	23-26-15-0090-00000-0070 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY PB 23 PG 43 LOT 7 OR 3782 PG 1874
8	3137 Shipwatch Dr.	Denis and Rene Griesmer 3137 Shipwatch Dr. Holiday, FL 34691	23-26-15-0090-00000-0080 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY PB 23 PG 43 LOT 8 SUBJECT TO AN EASEMENT FOR INGRESS & EGRESS OVER THE EAST 20 FEET THEREOF PER OR 3224 PG847 OR 4749 PG 784
9	3131 Shipwatch Dr.	Raymond and Patricia Riley 3131 Shipwatch Dr. Holiday, FL 34691	23-26-15-0090-00000-0090 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY PB 23 PGS 43-46 LOT 9 OR 3083 PG 986
10	3125 Shipwatch Dr.	Peter Markus 3125 Shipwatch Dr. Holiday, FL 34691	23-26-15-0090-00000-0100 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY PB 23 PGS 43-46 LOT 10 OR 8914 PG 3363
11	2419 Sand Bay Dr.	MARY ANN PAYNTAR & Rosemary Fay 5462 Weeping Willow Dr. Hudson, OH 44236-4406	23-26-15-0090-00000-0110 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida

			SAND BAY PB 23 PG 43 LOT 11 OR 5296 PG 1345 OR 9068 PG 3444 OR 9068 PG 3447
12	2409 Sand Bay Dr.	Peter and Sandra Scales 2409 Sand Bay Dr. Holiday, FL 34691	23-26-15-0090-00000-0120 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY PB 23 PG 43 LOT 12 OR 4846 PG 1429 OR 5803 PG 5
13	2401 Sand Bay Dr.	Janice Einoder 2401 Sand Bay Dr. Holiday, FL 34691	23-26-15-0090-00000-0130 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY PB 23 PG 43 LOT 13 OR 8567 PG 1702
LOT #	PHYSICAL ADDRESS	MAIL DOCUMENTS TO:	
14	2335 Sand Bay Dr.	Roberta Ferraro 2335 Sand Bay Dr. Holiday, FL 34691	23-26-15-0090-00000-0140 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY PB 23 PGS 43-46 LOT 14 OR 3079 PG 1673 & OR 8242 PG 1228
15	2329 Sand Bay Dr.	William and Kathleen O'Leary 2329 Sand Bay Dr. Holiday, FL 34691	23-26-15-0090-00000-0150 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY PB 23 PG 43 LOT 15 OR 6796 PG 1631
16	2321 Sand Bay Dr.	Patrick and Darlene Marshello 2321 Sand Bay Dr. Holiday, FL 34691	23-26-15-0090-00000-0160 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY PB 23 PG 43 LOT 16 OR 7928 PG 1470
17	2313 Sand Bay Dr.	Timothy Reid and Karen Edwards	23-26-15-0090-00000-0170

		2313 Sand Bay Dr. Holiday, FL 34691	Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY PB 23 PGS 43-46 LOT 17 OR 9502 PG 2161
✓ 18	2307 Sand Bay Dr.	Alexander Dardas and Patricia Taunt 2307 Sand Bay Dr. Holiday, FL 34691	23-26-15-0090-00000-0180 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY PB 23 PG 43 LOT 18 OR 8114 PG 1496
✓ 19	2301 Sand Bay Dr.	Steven and Laura Lach 2301 Sand Bay Dr. Holiday, FL 34691	23-26-15-0090-00000-0190 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY PB 23 PG 43 LOT 19 OR 5479 PG 1631
✓ 20	2257 Sand Bay Dr.	Mark and Denise Salamone 2257 Sand Bay Dr. Holiday, FL 34691	23-26-15-0090-00000-0200 Assessed in Section 23, Township 26 South, Range 15 East Of Pasco County, Florida SAND BAY PB 23 PGS 43-46 LOT 20 OR 9632 PG 1920
✓ 21	2253 Sand Bay Dr.	JENKINS TRUST ROBERT G JENKINS & MARY J JENKINS, TTES 2253 Sand Bay Dr. Holiday, FL 34691	23-26-15-0090-00000-0210 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY PB 23 PG 43 LOT 21 OR 3406 PG 1944
✓ 22	2249 Sand Bay Dr.	Nicholas Sheptak 2249 Sand Bay Dr. Holiday, FL 34691	23-26-15-0090-00000-0220 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY SUB PB 23 PGS 43-46 LOT 22 OR 1568 PG 1433
✓ 23	Vacant Lot	Cristobal Rosario 3830 Tampa Rd., Suite 500	23-26-15-0090-00000-0230

		Palm Harbor, FL 34684-3677	Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY PB 23 PG 43 LOT 23 OR 6306 PG 66
24	Vacant Lot	Robert and Maria Lawrence 6705 NW 193rd Terrace Hialeah, FL 33015-2454	23-26-15-0090-00000-0240 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY PB 23 PGS 43-46 LOT 24 OR 6885 PG 1524
25	2237 Sand Bay Dr.	Jeffrey and Gail Guild 2237 Sand Bay Dr. Holiday, FL 34691	23-26-15-0090-00000-0250 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY PB 23 PG 43 LOT 25 OR 8135 PG 1262
26	2231 Sand Bay Dr.	Paul and Laura Rodrigues De Miranda 2231 Sand Bay Dr. Holiday, FL 34691	23-26-15-0090-00000-0260 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY PB 23 PGS 43-46 LOT 26 OR 3814 PG 1515
LOT #	PHYSICAL ADDRESS	MAIL DOCUMENTS TO:	
27	2223 Sand Bay Dr.	Scott and Lisa Hermann 2223 Sand Bay Dr. Holiday, FL 34691	23-26-15-0090-00000-0270 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY SUB PB 23 PGS 43-46 LOT 27 OR 6402 PG 1231
28	3008 Pineview Dr.	Michael and Eileen Long 3008 Pineview Dr. Holiday, FL 34691	23-26-15-0090-00000-0280 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY PB 23 PG 43 LOT 28 OR 9418 PG 2399

29	3016 Pineview Dr.	Gary Allen 3016 Pineview Dr. Holiday, FL 34691	23-26-15-0090-00000-0290 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY PB 23 PG 43 LOT 29 OR 3235 PG 963
30	3024 Pineview Dr.	SARAH F SULLIVAN & REX S MILLER & AURELIA ANN MILLER 3024 Pineview Dr. Holiday, FL 34691	23-26-15-0090-00000-0300 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY PB 23 PG 43 LOT 30 OR 9203 PG 2201
31	3030 Pineview Dr.	Gavin and Linda Kelleher 3030 Pineview Dr. Holiday, FL 34691	23-26-15-0090-00000-0310 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY PB 23 PG 43 LOT 31 OR 6422 PG 542
32	3036 Pineview Dr.	Francis and Patricia Hermann 3036 Pineview Dr. Holiday, FL 34691	23-26-15-0090-00000-0320 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY PB 23 PG 43 LOT 32 OR 6143 PG 10
33	3102 Pineview Dr.	Steven and Kelly Edwards 3102 Pineview Dr. Holiday, FL 34691	23-26-15-0090-00000-0330 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY PB 23 PG 43 LOT 33 OR 9044 PG 2204-2207 INCL
34	3108 Pineview Dr.	Daniel and Rosanne Spada 3108 Pineview Dr. Holiday, FL 34691	23-26-15-0090-00000-0340 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY PB 23 PG 43 LOT 34 OR 8830 PG 3210

35	2224 Sand Bay Dr.	Carole King 2224 Sand Bay Dr. Holiday, FL 34691	23-26-15-0090-00000-0340 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY PB 23 PG 43 LOT 34 OR 8830 PG 3210
36	2234 Sand Bay Dr.	Walter Ramos 2234 Sand Bay Dr. Holiday, FL 34691	23-26-15-0090-00000-0360 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida Lot 36, of SAND BAY, according to the Plat thereof as recorded in Plat Book 23, Page(s) 43 through 46, of the Public Records of Pasco County, Florida
37	2242 Sand Bay Dr.	Jeremy and Amanda Daniels 2242 Sand Bay Dr. Holiday, FL 34691	23-26-15-0090-00000-0370 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY PB 23 PG 43 LOT 37 OR 5798 PG 1765
38	2248 Sand Bay Dr.	Barry and Mary Moss 2248 Sand Bay Dr. Holiday, FL 34691	23-26-15-0090-00000-0380 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY SUBDIVISION PB 23 PG 43 LOT 38 OR 7707 PG 1950 & OR 8156 PG 585
39	2254 Sand Bay Dr.	James and Sharri Cook 2254 Sand Bay Dr. Holiday, FL 34691	23-26-15-0090-00000-0390 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY SUBDIVISION PB 23 PG 43 LOT 39 (P) OR 7929 PG 216
LOT #	PHYSICAL ADDRESS	MAIL DOCUMENTS TO:	

40	2260 Sand Bay Dr.	Timothy Donohue and Michele Cook 2260 Sand Bay Dr. Holiday, FL 34691	23-26-15-0090-00000-0400 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY PB 23 PG 43 LOT 40 OR 8546 PG 2719 OR 8876 PG 3961
41	2266 Sand Bay Dr.	Desnee Llewellyn 2266 Sand Bay Dr. Holiday, FL 34691	23-26-15-0090-00000-0410 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY SUB PB 23 PGS 43-46 LOT 41 OR 1542 PG 1134
42	2300 Sand Bay Dr.	Stanley and Kathleen Trapp 2300 Sand Bay Dr. Holiday, FL 34691	23-26-15-0090-00000-0420 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY PB 23 PG 43 LOT 42 & PORTION OF LOT 43 DESC AS COM AT SW CORNER OF LOT 42 TH S89DG 47' 10"E 152.64 FT TH N12DG 29' 08"E 109.22 FT FOR POB TH N00DG 44' 35"W 95.87 FT TH 25.00 FT ALG ARC OF 50.00 RADIUS CURVE CHD 24.74 FT BRG N74DG 55' 59"E S12DG 29' 08"W 104.76 FT TOPOB EXC PORTION OF LOT 42 DESC AS COM AT SW CORNER OF LOT 42 TH S89DG 47' 10"E 152.64 FT TO POB TH N12DG 29' 08"E 109.22 FT TH S00DG 44' 35"E 106.74 TH N89DG 47' 10"W 25.00 FT TO POB OR 1730 PG 1771
43	2308 Sand Bay Dr.	Ronald and Rotisse Germann 2308 Sand Bay Dr. Holiday, FL 34691	23-26-15-0090-00000-0430 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida

			<p>SAND BAY PB 23 PG 43 LOT 43 & PORTION OF LOT 42 DESC AS COM AT SW CORNER OF LOT 42 TH S89DEG47' 10"E 152.64 FT FOR POB TH N12DEG29' 08"E 109.22 FT TH S00DEG 44' 35"E 106.74 FT TH N89DEG 47' 10"W 25.00 FT TO POB EXC PORTION OF LOT 43 DESC AS COM AT SW CORNER OF LOT 42 THS89DEG47' 10"E 152.64 FT TH N12DEG29' 08"E 109.22 FT FOR POB TH N00DEG44' 35"W 95.87 FT TH 25.00 FT ALG ARC OF 50.00 RADIUS CURVE CHD 24.74 FT BRGN74DEG55' 59"E TH S12DEG29' 08"W 104.76 FT TO POB OR 9346 PG 471</p>
44	2316 Sand Bay Dr.	Thomas & Renee Wibert 2316 Sand Bay Dr. Holiday, FL 34691	<p>23-26-15-0090-00000-0440 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida</p> <p>SAND BAY PB 23 PG 43 LOT 44 OR 9374 PG 3966</p>
45	2322 Sand Bay Dr.	Donald Josephik 2322 Sand Bay Dr. Holiday, FL 34691	<p>23-26-15-0090-00000-0450 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida</p> <p>SAND BAY PB 23 PG 43 LOT 45 OR 3560 PG 523</p>
46	2328 Sand Bay Dr.	Richard Johnson 2328 Sand Bay Dr. Holiday, FL 34691	<p>23-26-15-0090-00000-0460 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida</p> <p>SAND BAY PB 23 PG 43 LOT 46 OR 5761 PG 1478</p>
47	2334 Sand Bay Dr.	Kevin and Kathleen Sendker 2334 Sand Bay Dr. Holiday, FL 34691	<p>23-26-15-0090-00000-0470 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida</p>

			SAND BAY PB 23 PG 43 LOT 47 OR 4236 PG 1548
48	2340 Sand Bay Dr.	Max and Margaret Myers 2340 Sand Bay Dr. Holiday, FL 34691	23-26-15-0090-00000-0480 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY PB 23 PGS 43-46 LOT 48 OR 8275 PG 84
49	2406 Sand Bay Dr.	Sandor and Viola Kriston 2406 Sand Bay Dr. Holiday, FL 34691	23-26-15-0090-00000-0490 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY PB 23 PG 43 LOT 49 OR 9253 PG 1881
50	2412 Sand Bay Dr.	Susan Sutton 2412 Sand Bay Dr. Holiday, FL 34691	23-26-15-0090-00000-0500 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY SUB PB 23 PG 43 LOT 50 OR 9627 PG 197
51	2422 Sand Bay Dr.	Peter and Anita Balogh 2422 Sand Bay Dr. Holiday, FL 34691	23-26-15-0090-00000-0510 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY PB 23 PG 43 LOT 51 & THE NORTH 5 FT OF LOT 52 OR 4323 PG 447
52	3007 Shipwatch Dr.	Alex Hale and Brittany Dodson 3007 Shipwatch Dr. Holiday, FL 34691	23-26-15-0090-00000-0520 Assessed in Section 23, Township 26 South, Range 15 East of Pasco County, Florida SAND BAY PB 23 PG 43 LOT 52 EXC NORTH 5 FT THEREOF OR 9534 PG 587
		PASCO COUNTY FACILITIES MANAGEMENT DEPT 7220 OSTEEN RD	23-26-15-0090-49900-0000 SAND BAY PB 23 PG 43 AKA DEDICATED STREETS OR 998 PG 1529

		NEW PORT RICHEY FL 34653- 2359	
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PREPARED BY AND RETURN TO:
Carolyn C. Meadows, Esq.
Becker & Poliakoff, P.A.
1511 N. Westshore Blvd. Ste. 1000
Tampa, FL 33607

**CERTIFICATE OF AMENDMENT TO
THE AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
SAND BAY HOMEOWNERS ASSOCIATION, INC.**

The undersigned officers of Sand Bay Homeowners' Association, Inc., the corporation in charge of the operation and control of Sand Bay Homeowners' Association, Inc., according to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Sand Bay Subdivision, incorporated into the Notice of Preservation of Declaration of Covenants and Restrictions Pursuant to Florida Statutes, Section 712.05 & 712.06, recorded in Official Records Book 9734, Page 3822, et seq., of Pasco County, Florida, hereby certify that at the annual meeting of the Association, held on April 10, 2019 a majority of the owners of all lots in the Subdivision entitled to vote consented by affirmative vote to the amendments to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Sand Bay Subdivision, as attached hereto as Exhibit A, and the undersigned further certify that the amendments were proposed and approved in accordance with the homeowners association documentation and applicable law.

IN WITNESS WHEREOF, Sand Bay Homeowners' Association, Inc., has caused this Certificate to be executed in its name on September 16, 2019.

Witness

By: Charles Duncan
(name, typed or printed)

Sand Bay Homeowners' Association, Inc.

By: Rene Griesmer
Signature

Witness
Signature: Ch AD

Rene Griesmer
(name, typed or printed)
President

Witness
By: N/A
(name, typed or printed)

ATTEST:
By: N/A
Signature

Witness
Signature: N/A

N/A
(name, typed or printed)
Secretary

STATE OF FLORIDA
COUNTY OF Pasco

Sworn to or affirmed and signed before me on Sept. 16, 2019 by Rene Griesmer (president,
name of person making statement).

Personally Known
 Produced Identification
Type of Identification Produced
CO Driver Licenses

(Signature of Notary Public- State of Florida)

Lisa Giannone
(Print, Type, or Stamp Commissioned Name of Notary Public)



Lisa Giannone
State of Florida
My Commission Expires 06/11/2021
Commission No. GG 102998

EXHIBIT A**AMENDMENT TO
THE AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
SAND BAY HOMEOWNERS ASSOCIATION, INC.**

(Where applicable, the "~~struck through~~" text will be deleted and the underscored inserted)

32. Authorize the governing body, the Board of Directors, [of] the association to charge reasonable interest for unpaid assessments. The unpaid assessment shall bear interest of 18 percent per year from the date of delinquency until paid. Interest shall be calculated from the first day of each month.

33. Authorizing the governing body, the Board of Directors, [of] the association to create a two-year waiting period from last recorder sale of property to rent the lot owners property as a single-family home for an annual rental period. At all times during the tenancy, the Lot Owner's Tenant shall comply with all Sand Bay Homeowners Associations Current Covenants & Deed Restrictions. The Sand Bay Homeowners Association Lot Owner of the single-family home shall: Comply with the requirements of the applicable State of Florida and Pasco County Florida building, housing and health codes. Where there are no applicable building, housing or health codes, maintain the plumbing in reasonable good working condition and maintain the roof, windows, screens, floors, steps, porches, exterior walls, foundations, and all other structural components in good repair and capable of resisting hurricane forces and loads.

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ACTIVE: S26090/391940:12592329_1