

AMENDMENT TO RESTRICTIONS AND PROTECTIVE COVENANTS

14 14748584 72 1. 040C85
90 9.00
TOTAL 9.00 CHK

Covering All of

BAYWAY ISLES UNIT 1, a subdivision of St. Petersburg, Pinellas County, Florida, according to the plat thereof as recorded in Plat Book 60, at pages 80-81 of the Public Records of Pinellas County, Florida

KNOW ALL MEN BY THESE PRESENTS THAT: WHEREAS, at the annual meeting of the members of the Bayway Isles Homeowners Club, Inc., held on December 4, 1984, the owners and voting members of Bayway Isles Homeowners Club, Inc. by a majority vote voted to amend the aforesaid Restrictions and Protective Covenants to increase assessments from \$200.00 per residential site to \$500.00 per residential site per year for residential sites improved with homes with the maximum maintenance charge for vacant residential sites to remain at \$200.00 per year and that unpaid assessments would bear interest at the current legal rate together with the payments of attorney's fees and costs and expenses for collection of delinquent assessments.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Bayway Isles Homeowners Club, Inc. does herewith and hereby amend Paragraph 28 of the aforesaid Restrictions and Protective Covenants covering all of Bayway Isles Unit One, a subdivision of St. Petersburg, Pinellas County, Florida, as follows:

The language in Paragraph 28 which reads "...which maintenance charges shall not exceed \$200.00 per residential site per year..." is herewith and hereby amended to read "...which maintenance charges shall not exceed \$500.00 per residential site per year for residential sites improved with homes and \$200.00 per residential site per year for vacant residential sites."

The sentence in Paragraph 28 as aforesaid which now

reads:

"Bayway Isles Homeowners Club, Inc., shall have an enforceable lien against each residential site for the amount of any such maintenance charge against such residential site which is not paid when due" is herewith revised and amended to read as follows:

"Bayway Isles Homeowners Club, Inc., shall have an enforceable lien against each residential site for the amount of any such maintenance charge against such residential site together with interest at the current legal rate from the date such assessment is due and together with all attorney's fees and costs and expenses for collection of delinquent maintenance charges."

THIS INSTRUMENT PREPARED BY AND RETURN TO: ADRIAN S. BACON, Attorney at Law 13576 2859 First Avenue North, P.O. Box 33733 St. Petersburg, FL

40 Rec 1.00
41 DS
43 Int 9.00
Tot 10.00

IN WITNESS WHEREOF, Bayway Isles Homeowners Club, Inc., has by authority of its Board of Directors caused this instrument to be signed by its Chairman of the Board and Vice President and its corporate seal to be hereto affixed this 27 day of September, A.D., 1985.

Signed, sealed and delivered BAYWAY ISLES HOMEOWNERS CLUB, INC. in the presence of:

[Signature of Steven J. Duason]

BY [Signature] Chairman of the Board and Vice President

Denise C. Hughes

RECORDED
PINELLAS CO., FLORIDA
Clerk Circuit Court
Sep 4 12 21 PM '85

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME personally appeared Y. Y. PHILLIPS, to me well known and known to me to be the person described in and who executed the foregoing instrument as Chairman of the Board and Vice President of Bayway Isles Homeowners Club, Inc., and acknowledged to and before me that he executed said instrument as such officer and that the seal affixed to the foregoing instrument is the corporate seal and that it was affixed by due and regular corporate authority and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 27 day of September, A.D., 1985.

Notary Public
Notary Public, State of Florida

My commission expires: 3/23/89



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