

**JOINDER AND CONSENT
OF MORTGAGEE**

SIGNATURE BANK, a banking corporation organized and existing under the laws of the State of Florida, whose address is 100 Second Avenue North, St. Petersburg, Florida 33701, is the owner and holder of that certain Mortgage executed by SWAN LANDING DEVELOPMENT, LLC, a Florida Corporation, dated April 8, 2005 and recorded April 14, 2005, at Official Records Book 14245, Page 2222, of the Public Records of Pinellas County, Florida, encumbering the lands legally described as Lots 2 and 3, Block 2, Marina Bay Phase 1 & 2, Plat Book 128, Page 51 of the Public Records of Pinellas County, Florida (the "Lots"), hereby consents to and joins in the execution of the foregoing Master Declaration of Covenants, Conditions, and Restrictions for Marina Bay (the "Master Declaration"), to which this Joinder is attached and in which the property submitted to the terms, covenants and conditions described on Exhibit "A" to the Master Declaration includes the Lots, and agrees that in the event of the foreclosure of the above described Mortgage, the Master Declaration shall remain fully effective.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Joinder this 25 day of JULY, 2005.

Signed, sealed and delivered
in the presence of:

Rebecca Neville
Witness
Printed Name: REBECCA NEVILLE

Dawn Yama
Witness
Printed Name: Dawn Yama

SIGNATURE BANK

Lawrence D. Floyd
Printed Name: LAWRENCE D. FLOYD
Title: SR VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing Joinder was acknowledged before me this 25th day of JULY, 2005, by LAWRENCE D. FLOYD as SENIOR VICE PRESIDENT of Signature Bank on behalf of the corporation. He is personally known to me or has produced _____ as identification.

REBECCA NEVILLE
Notary Public, State of Florida
My comm. exp. Apr. 6, 2009
Comm. No. DD 414183
[NOTARY SEAL]

Rebecca Neville
Printed Name: _____
Notary Public, State of Florida

Commission No. _____
Commission Expiration Date: _____

**JOINDER AND CONSENT
OF MORTGAGEE**

SIGNATURE BANK, a banking corporation organized and existing under the laws of the State of Florida, whose address is 100 Second Avenue North, St. Petersburg, Florida 33701, is the owner and holder of that certain Mortgage executed by SWAN LANDING DEVELOPMENT, LLC, a Florida Corporation, dated March 2, 2005 and recorded March 4, 2005, at Official Records Book 14155, Page 2489, of the Public Records of Pinellas County, Florida, encumbering the lands legally described as Lots 5, 6, 7 and 8, Block 1, Marina Bay Phase 1 & 2, Plat Book 128, Page 51 of the Public Records of Pinellas County, Florida (the "Lots"), hereby consents to and joins in the execution of the foregoing Master Declaration of Covenants, Conditions, and Restrictions for Marina Bay (the "Master Declaration"), to which this Joinder is attached and in which the property submitted to the terms, covenants and conditions described on Exhibit "A" to the Master Declaration includes the Lots, and agrees that in the event of the foreclosure of the above described Mortgage, the Master Declaration shall remain fully effective.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Joinder this 25 day of JULY, 2005.

Signed, sealed and delivered
in the presence of:

Rebecca Neville
Witness
Printed Name: REBECCA NEVILLE

Joanna
Witness
Printed Name: Joanna

SIGNATURE BANK

Lawrence P. Floyd
Printed Name: LAWRENCE P. FLOYD
Title: SR VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing Joinder was acknowledged before me this 25th day of JULY, 2005, by LAWRENCE P. FLOYD as SENIOR VICE PRESIDENT of Signature Bank on behalf of the corporation. He is personally known to me or has produced _____ as identification.

REBECCA NEVILLE
Notary Public, State of Florida
My comm. exp. Apr. 6, 2009
Comm. No. DD 414183

[NOTARY SEAL]

Rebecca Neville
Printed Name: _____
Notary Public, State of Florida

Commission No. _____
Commission Expiration Date: _____

**JOINDER AND CONSENT
OF MORTGAGEE**

FLORIDA WINSOME PARTNERS, LLC, a Florida Corporation, whose address is 13487 Rosewood Drive, Naples, Florida 34119, is the owner and holder of those certain Mortgages executed by SWAN LANDING DEVELOPMENT, LLC, a Florida Corporation, dated January 1, 2005 and recorded June 10, 2005, at Official Records Book 14373, Pages 2633 - 2710 and at Official Records Book 14374, Pages 1 - 11, of the Public Records of Pinellas County, Florida, encumbering the lands legally described as Lots 1, 2, 3 and 4, Block 2 and Lots 5, 6, 7 and 8, Block 1, Marina Bay Phase 1 & 2, Plat Book 128, Page 51 of the Public Records of Pinellas County, Florida (the "Lots"), hereby consents to and joins in the execution of the foregoing Master Declaration of Covenants, Conditions, and Restrictions for Marina Bay (the "Master Declaration"), to which this Joinder is attached and in which the property submitted to the terms, covenants and conditions described on Exhibit "A" to the Master Declaration includes the Lots, and agrees that in the event of the foreclosure of the above described Mortgages, the Master Declaration shall remain fully effective.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Joinder this 27th day of JULY, 2005.

Signed, sealed and delivered
in the presence of:

Joyce A. Kaloust
Witness
Printed Name: Joyce KALOUST

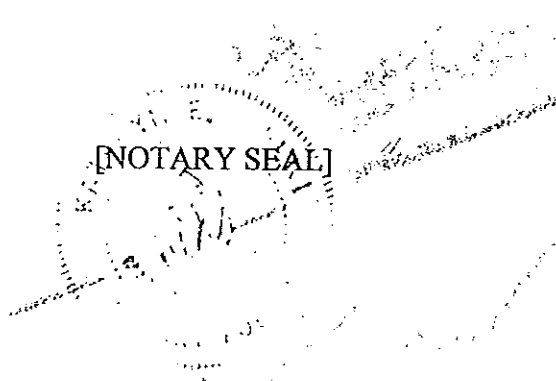
Kathryn E. Bruni
Witness
Printed Name: Kathryn E. Bruni

FLORIDA WINSOME PARTNERS, LLC

Paul W. Lappetito
Printed Name: PAUL W. LAPPETITO
Title: MANAGING PARTNER

STATE OF MA
COUNTY OF ESSEX

The foregoing Joinder was acknowledged before me this 27th day of July, 2005, by Paul W. Lappetito as managing partner of Florida Winsome Partners, LLC on behalf of the corporation. He is personally known to me or has produced FL license as identification.



Kathryn E. Bruni
Printed Name: KATHRYN E. BRUNI
Notary Public, State of MA
My Commission Expires April 7, 2006

Commission No. _____
Commission Expiration Date: _____

DEC-13-2007(THU) 14:49

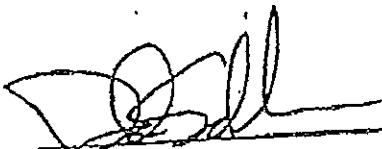
I#: 2006184859 BK: 15124 PG: 2166, 05/16/2006 at 04:26 PM, RECORDING 6 PAGES
\$52.50 KEN BURKE, CLERK OF COURT PINELLAS COUNTY, FL BY DEPUTY CLERK:
CLKDU19

When recorded return to
Randell Miller, Esquire
315 S. Hyde Park Ave.
Tampa, Florida 33606


JOINER AND CONSENT

BAYFAIR CAPTIVAS, LLC, a Florida limited liability company ("Bayfair"), whose address is 509 S. Hyde Park Ave, Tampa, Florida 33606, hereby acknowledges that it purchased the property described on Exhibit "A" attached (the "Bayfair Property") to this Joinder and Consent from Swan Landing Development, L.L.C., a Florida limited liability company (the "Developer") and that it agreed to submit the Bayfair Property to the terms, conditions and restrictions of the Master Declaration of Covenants, Conditions and Restrictions for Marina Bay (the "Master Declaration") which was recorded in Official Records Book 14496, Pages 1620-1691 in the Public Records of Pinellas County, Florida, and in which the property submitted to the terms, covenants and conditions described on Exhibit "A" to the Master Declaration includes the Bayfair Property and that the Developer has designated the Bayfair Property as a "Neighborhood" as defined in the Master Declaration and Bayfair hereby executes this Joinder and Consent to submit the Bayfair Property to the terms, covenants and conditions of the Master Declaration and acknowledges that the Bayfair Property shall be a "Neighborhood" as that term is defined in the Master Declaration and that Captivas at Marina Bay Condominium Association, Inc., a not for profit Florida corporation shall be a "Neighborhood Association" as that phrase is defined in the Master Declaration, all of which shall be a covenant against the Bayfair Property in perpetuity and binding on Bayfair's successors and assigns and any and all successors in title to the Bayshore Property whether or not referenced in any such conveyance document.

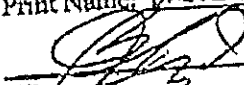
IN WITNESS WHEREOF, the undersigned have executed and delivered this Joinder this
28TH day of APRIL, 2006.



Witness
Print Name: DAVID SEIDENBERG

BAYFAIR CAPTIVAS, LLC


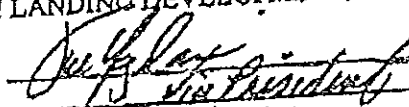
Name: Michael Morris
Title: President and Manager



Witness
Print Name: JAMES E. WOOD

Agreed and consented to this 2 day of
MAY, 2006.

SWAN LANDING DEVELOPMENT, LLC

By: 

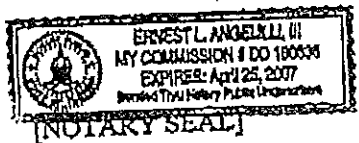
Its: via President
Date: 5-2-06

DEC-13-2007(THU) 14:49

PINELLAS COUNTY FL OFF. REC. BK 15124 PG 2167

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing Joinder was acknowledged before me this 28th day of APRIL, 2006, by J. Michael Morris as President and Manager of Bayfair Captivas, LLC, on behalf of the company. He is personally known to me or has produced _____ as identification.

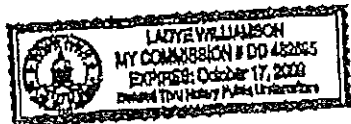


Ernest L. Angelilli, III
Printed Name: ERNEST L. ANGELILLI, III
Notary Public, State of Florida
Commission No. DO 180536
Commission Expiration Date: APRIL 25, 2007

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing Joinder was acknowledged before me this 2nd day of May, 2006, by Sue Yazdani the President of SWAN LANDING DEVELOPMENT, LLC, a Florida limited liability company, on behalf of the company. He/She is personally known to me or has produced _____ as identification.

[NOTARY SEAL]



Printed Name: Ladee Williamson
Notary Public, State of Florida
Commission No. DD48265
Commission Expiration Date: 10/17/08

353308.1

DEC-13-2007(THU) 14:49

PINELLAS COUNTY FL OFF. REC. BK 15124 PG 2168

EXHIBIT "A"

CAPTIVAS PHASE ONE, A CONDOMINIUM:

A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 1 ECKERD'S SUBDIVISION, AS RECORDED IN FLAT BOOK 85, PAGE 45 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BUILDING THREE:

COMMENCE AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE S.00°07'39"W., 162.28 FEET ALONG THE EAST BOUNDARY OF SAID LOT 1; THENCE LEAVING SAID EAST BOUNDARY N.89°52'21"W., 328.80 FEET FOR THE POINT OF BEGINNING; THENCE S.16°27'42"E., 98.00 FEET; THENCE S.73°32'18"W., 138.00 FEET TO REFERENCE POINT "A"; THENCE N.16°27'42"W., 98.00 FEET; THENCE N.73°32'18"E., 138.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 13,524.00 SQUARE FEET OR 0.3105 ACRES, MORE OR LESS.

TOGETHER WITH:

BUILDING TWO:

COMMENCE AT SAID REFERENCE POINT "A"; THENCE N.26°57'11"W., 54.92 FEET FOR THE POINT OF BEGINNING; THENCE S.73°32'18"W., 138.00 FEET TO REFERENCE POINT "B"; THENCE N.16°27'42"W., 98.00 FEET; THENCE N.73°32'18"E., 138.00 FEET; THENCE S.16°27'42"E., 98.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 13,524.00 SQUARE FEET OR 0.3105 ACRES, MORE OR LESS.

TOGETHER WITH:

BUILDING ONE:

COMMENCE AT SAID REFERENCE POINT "B"; THENCE N.29°15'57"W., 45.12 FEET FOR THE POINT OF BEGINNING; THENCE S.73°32'18"W., 138.00 FEET; THENCE N.16°27'42"W., 98.00 FEET; THENCE N.73°32'18"E., 138.00 FEET; THENCE S.16°27'42"E., 98.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 13,524.00 SQUARE FEET OR 0.3105 ACRES, MORE OR LESS.

TOTAL 40,572.00 SQUARE FEET OR 0.9314 ACRES, MORE OR LESS.

DEC-13-2007(THU) 14:50

PINELLAS COUNTY FL OFF. REC. BK 15124 PG 2169

EXHIBIT "A"

LEGAL DESCRIPTION

CAPTIVAS PHASE TWO:

Commence at the Northeast corner of said Lot 1; Thence S.00°07'39"W., 384.90 feet along the East boundary of said Lot 1; Thence leaving said East boundary N.89°52'21"W., 57.90 feet for the Point of Beginning; Thence S.05°00'00"W., 138 feet; Thence N.85°00'00"W., 98.00 feet; Thence N.05°00'00"E., 138.00 feet; Thence S.85°00'00"E., 98 feet to the Point of Beginning.

TOGETHER WITH:

CAPTIVAS PHASE THREE:

Commence at the Northeast corner of said Lot 1; Thence S.00°07'39"W., 537.58 feet along the East boundary of said Lot 1 and its Southerly extension; Thence N.89°52'21"W., 69.59 feet for the Point of Beginning; Thence S05°00'00"E., 138.00 feet; Thence S.85°00'00"W., 98.00 feet; Thence N.05°00'00"W., 138.00 feet; Thence N.85°00'00"E., 98 feet to the Point of Beginning.

TOGETHER WITH:

CAPTIVAS PHASE FOUR:

Commence at the Northeast corner of said Lot 1; Thence S.00°07'39"W., 785.60 feet along the East boundary of said Lot 1 and its Southerly extension; Thence N.89°52'21"W., 104.88 feet for the Point of Beginning; Thence S.61°14'18"W., 138.00 feet; Thence N.28°45'42"W., 98.00 feet; Thence N.61°14'18"E., 138.00 feet; Thence S.28°45'42"E., 98.00 feet to the Point of Beginning.

TOGETHER WITH:

CAPTIVAS PHASE FIVE:

BUILDING SEVEN:

Commence at the Northeast corner of said Lot 1; Thence S.00°07'39"W., 915.57 feet along the East boundary of said Lot 1 and its Southerly extension; Thence N.89°52'21"W., 18.61 feet for the Point of Beginning; Thence S.20°00'00"W., 98.00 feet; Thence N.70°00'00"W., 138 feet to reference point "C"; Thence N. 20°00'00"E., 98.00 feet; Thence S.70°00'00"E., 138.00 feet to the Point of Beginning.

TOGETHER WITH:

BUILDING EIGHT:

Commence at said reference point "C"; Thence S.30°02'47"W., 57.32 feet for the Point of Beginning; Thence N.70°00'00"W., 138.00 feet; Thence N.20°00'00"E., 98.00 feet; Thence S.70°00'00"E., 138.00 feet; Thence S.20°00'00"W., 98 feet to the point of Beginning.

DEC-13-2007(THU) 14:50

PINELLAS COUNTY FL OFF. REC. BK 15124 PG 2170

When recorded return to:
Randell Miller, Esquire
Hines Norman Hines PL
315 S. Hyde Park Avenue
Tampa, Florida 33606

**CONSENT OF MORTGAGEE TO JOINDER AND CONSENT TO MASTER
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
MARINA BAY**

M & I Marshall & Isley Bank, (f/k/a as Gold Bank, N.A.), being the owner and holder of that certain Real Estate Mortgage, Assignment, Security Agreement and Notice of Fixture Filing recorded in Official Records Book 13740, Page 562 et seq. of the Public Records of Pinellas County, Florida, hereby consents to the filing of the foregoing Joinder and Consent and hereby subjects and subordinates said mortgage to the provisions thereof.

IN WITNESS WHEREOF, Douglas C. Spitzer III as VICE PRESIDENT, of M & I Marshall & Isley Bank has caused this Consent to be executed and delivered this 15th day of MAY, 2006.

Signed, sealed and delivered
in the presence of:

Doreatha Rodriguez
(Signature of Witness)
Natasha Rodriguez
(Printed Name of Witness)
Marlene Varnum
(Signature of Witness)
MARLENE VARNUM
(Printed Name of Witness)

M & I Marshall & Isley Bank

By:

Douglas C. Spitzer III
As it's: Vice President

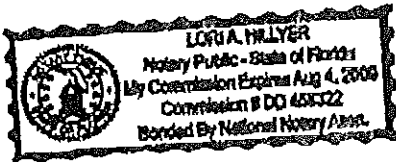
Address: 601 N. Ashley Drive
Suite 400
Tampa, Florida, 33602

DEC-13-2007(THU) 14:50

PINELLAS COUNTY FL OFF. REC. BK 15124 PG 2171

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing Consent to Declaration was acknowledged before me this 1st day of May, 2006, by Douglas C. Spiller III as Vice President of M & I Marshall & Isley Bank, on behalf of said Bank. The said _____ is personally known to me or produced _____ as identification.



Lorna A. Haller
Notary Public — State of Florida
Print Name: _____
My commission expires: _____
My commission number is: _____

JOINER AND CONSENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MARINA BAY

MARINA BAY DEVELOPMENT, LLC a Florida limited liability company, whose post office address is P.O. Box 67185, St. Petersburg, FL 33736, hereby acknowledges that it purchased the lot described on Exhibit "A" (the "Lot") and that it agreed to submit the Lot to the terms, conditions and restrictions of the Master Declaration of Covenants, Conditions, and Restrictions for Marina Bay, recorded in Official Records Book 14496, Pages 1620-1691 in the Public Records of Pinellas County, Florida (the "Master Declaration"), hereby executes this Joinder and Consent to submit the Lot to the terms, covenants and conditions of the Master Declaration, all of which shall be a covenant against the Lot in perpetuity and binding on the undersigned's successors and assigns and any and all successors in title to the Lot whether or not referenced in any such conveyance document.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Joinder this 2 day of September, 2016.

Signed, sealed and delivered
in the presence of:

Bonnie L Eisenack
Witness
Printed Name: Bonnie L Eisenack
K Valentini
Witness
Printed Name: Kerry Valentini

Reza Yazdani
Printed Name: Reza Yazdani
Title: Sole Manager

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing Joinder was acknowledged before me this 2nd day of September, 2016, by Reza Yazdani as sole manager of Marina Bay Dev, LLC. He is personally known to me or has produced _____ as identification.

Kerry Valentini
Printed Name: Kerry Valentini
Notary Public, State of Florida

[NOTARY SEAL]



Commission No. _____
Commission Expiration Date: _____

Exhibit "A"

Lot 1, MARINA BAY PHASE 3, a subdivision according to the plat thereof recorded at Plat Book 133, Page 10, in the Public Records of Pinellas County, Florida.

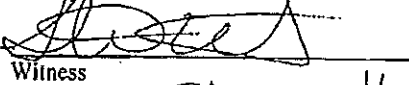
1

**JOINDER AND CONSENT TO MASTER DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR MARINA BAY**

FRANK B. BARNES, the undersigned, whose address is 1539 Satsuma Street, Clearwater, FL 33759, is the owner and holder of that certain mortgage recorded in O.R. Book 18995, Page 1224 of the public records of Pinellas County, Florida, encumbering the land described on Exhibit "A" (the "Lot"), hereby executes this Joinder and Consent to submit the Lot to the terms, covenants and conditions of the Master Declaration of Covenants, Conditions, and Restrictions for Marina Bay, recorded in Official Records Book 14496, Pages 1620-1691 in the Public Records of Pinellas County, Florida, all of which shall be a covenant against the Lot in perpetuity and binding on the undersigned's successors and assigns and any and all successors in title to the Lot whether or not referenced in any such conveyance document.

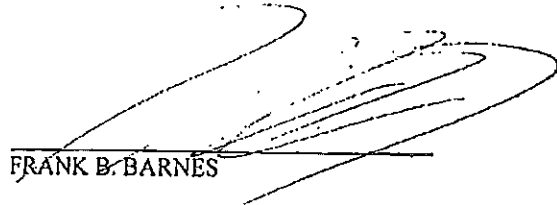
1st IN WITNESS WHEREOF, the undersigned has executed and delivered this Joinder this day of September, 2016.

Signed, sealed and delivered
in the presence of:



Witness

Printed Name: Steven M. Wilsey


FRANK B. BARNES



Witness

Printed Name: Bonnie L. Eisenhoff

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing Joinder was acknowledged before me this 1 day of September 2016, by FRANK B. BARNES who is personally known to me or has produced as identification.



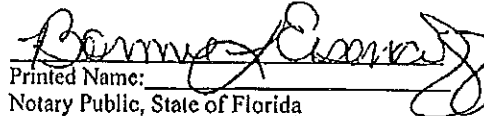

Printed Name: _____
Notary Public, State of Florida

Exhibit "A"

Lot 1, MARINA BAY PHASE 3, a subdivision according to the plat thereof recorded at Plat Book 133, Page 10, in the Public Records of Pinellas County, Florida.

JOINDER AND CONSENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MARINA BAY

KIMCO HOLDINGS, LLC a Florida limited liability company, whose address is 265 Bayside Drive, Clearwater, Florida 33767, hereby acknowledges that it purchased the lot described on Exhibit "A" (the "Lot") and that it agreed to submit the Lot to the terms, conditions and restrictions of the Master Declaration of Covenants, Conditions, and Restrictions for Marina Bay, recorded in Official Records Book 14496, Pages 1620-1691 in the Public Records of Pinellas County, Florida (the "Master Declaration"), hereby executes this Joinder and Consent to submit the Lot to the terms, covenants and conditions of the Master Declaration, all of which shall be a covenant against the Lot in perpetuity and binding on the undersigned's successors and assigns and any and all successors in title to the Lot whether or not referenced in any such conveyance document.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Joinder this 31 day of August, 2016.

Signed, sealed and delivered in the presence of:

KIMCO HOLDINGS, LLC, a Florida limited liability company

Judith A. D'Amico
Witness

[Signature]
Printed Name: WILLIAM J. KIMPTON

Printed Name: JUDITH A. D'AMICO

Printed Name: _____

Jayne L. Lawton
Witness

Title: Manager

Printed Name: _____

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing Joinder was acknowledged before me this 31st day of August, 2016, by William J. Kimpton as Manager of KIMCO HOLDINGS, LLC. He is personally known to me or has produced _____ as identification.

[NOTARY SEAL]

Judith A. D'Amico
Printed Name: JUDITH A. D'AMICO
Notary Public, State of Florida

Commission No. [Seal]
Commission Expiration Date: Expires June 3, 2017

Exhibit "A"

Lot 2, MARINA BAY PHASE 3, a subdivision according to the plat thereof recorded at Plat Book 133, Page 10, in the Public Records of Pinellas County, Florida.

JOINER AND CONSENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR MARINA BAY

RCB IRA, LLC a Florida limited liability company, whose address is 3106 Palm Harbor Blvd, Suite B, Palm Harbor, Florida, 34683, hereby acknowledges that it purchased the lot described on Exhibit "A" (the "Lot") and that it agreed to submit the Lot to the terms, conditions and restrictions of the Master Declaration of Covenants, Conditions, and Restrictions for Marina Bay, recorded in Official Records Book 14496, Pages 1620-1691 in the Public Records of Pinellas County, Florida (the "Master Declaration"), hereby executes this Joinder and Consent to submit the Lot to the terms, covenants and conditions of the Master Declaration, all of which shall be a covenant against the Lot in perpetuity and binding on the undersigned's successors and assigns and any and all successors in title to the Lot whether or not referenced in any such conveyance document.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Joinder this 30th day of August, 2016.

Signed, sealed and delivered in the presence of:

Karen Kuss
Witness
Printed Name: Karen Kuss

Carla Guidry
Witness
Printed Name: CARLA GUIDRY

RCB IRA, LLC
by Robert C Burk Jr
Printed Name: Robert C Burk Jr
Title: manager

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing Joinder was acknowledged before me this 30th day of August, 2016, by ROBERT C BURK JR as MANAGER of RCB IRA, LLC. He is personally known to me or has produced _____ as identification.

Carla Guidry
Printed Name: _____
Notary Public, State of Florida

Commission No. _____
Commission Expiration Date: _____

[NOTARY SEAL]

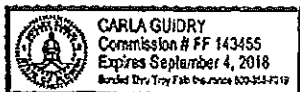


Exhibit "A"

Lot 2, MARINA BAY PHASE 3, a subdivision according to the plat thereof recorded at Plat Book 133, Page 10, in the Public Records of Pinellas County, Florida.

**SUPPLEMENTAL TO MASTER DECLARATION TO
MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR MARINA BAY**

Supplemental to Master Declaration to Master Declaration of Covenants, Conditions and Restrictions for Marina Bay ("Supplemental Master Declaration"), made this 13 day of April, 2007, by Swan Landing Development, L.L.C., a Florida limited liability company, as Declarant, as follows:

WHEREAS, the Master Declaration of Covenants, Conditions and Restrictions for Marina Bay as recorded in O.R. Book 14496, Pages 1620-1691, Public Records of Pinellas County ("Master Declaration"), reserved to the Declarant in said Master Declaration the right to subject additional property by Supplemental Master Declaration;

WHEREAS, the Master Declaration contemplated that the existing development known as College Landings would be a "Neighborhood" as defined in the Master Association and that College Landings Homeowners' Association, Inc. ("College Landings Association") would be a "Member" (as defined in the Master Declaration) and become a "Neighborhood Association" (as defined in the Master Declaration).

NOW, THEREFORE, pursuant to the provisions of Article VIII, Section 1, of the Master Declaration, the property contained within Exhibit "A" of this Supplemental to Master Declaration (the "College Landing Property") is annexed as additional property subject to all of the terms and conditions of the Master Declaration and to the jurisdiction of the Master Association (as defined in the Master Declaration). Unless otherwise noted in the Certificate and Amendment to Restated Master Declaration of Covenants, Restrictions and Easements for College Landings Homeowners' Association, Inc. dated the 13 day of April, 2007

("Certificate and Amendment"), the classification of all property subject to the Certificate and Amendment shall remain unchanged after execution of this Supplemental Master Declaration except that the Association Areas shall be converted to Common Areas (as defined in the Master Declaration) and the Limited Association Areas shall be converted to Exclusive Common Areas (as defined in the Master Declaration).

1. College Landing Property. The College Landing Property is hereby deemed to be a "Neighborhood" (as defined in the Master Declaration). Pursuant to the provisions of Article 1, Section 31, each property owned or leased by members of the College Landings Association shall be deemed a "Unit" under the Master Declaration and each owner or lessee of such property shall be deemed an "Owner" under the terms of the Master Declaration.

2. College Landings Association. Pursuant to the provisions of Article I, Section 19, College Landings Association shall be a "Neighborhood Association" (as defined in the Master Declaration).

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental to Master Declaration this 13 day of April, 2007.

Signed and sealed in the presence of:

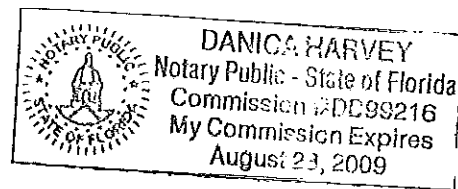
SWAN LANDING DEVELOPMENT, L.L.C.,
a Florida limited liability company

Claudia B. Bette
Witness

By: [Signature]
Its duly authorized VICE PRESIDENT

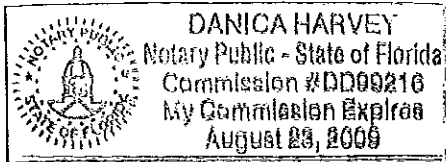
[Signature]
Witness

(SEAL)



STATE OF FLORIDA ,
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 13 day of April, 2007, by Sue Yardani, the ^{Vice} President of SWAN LANDING DEVELOPMENT, L.L.C., a Florida limited liability company, who is personally known to me, or who produced the following identification: _____ (check one).



[Signature]
Name: Danica Harvey (print)

NOTARY PUBLIC
Commission No. DD99216
Commission Expiration Date: August 23, 2009

JOINDER AND CONSENT

College Landings Homeowners' Association, Inc. hereby joins in and consents to this Supplemental to Master Declaration and acknowledges that the College Landings Property shall be subject to all terms and conditions of the Master Declaration.

COLLEGE LANDINGS HOMEOWNERS'
ASSOCIATION, INC.

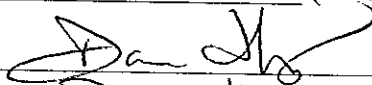
By: [Signature]

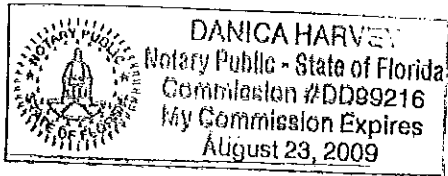
Title: President

STATE OF FLORIDA

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 13 day of April, 2007, by D.L. Cotton, the President of COLLEGE LANDINGS HOMEOWNERS' ASSOCIATION, INC., who is personally known to me or who produced the following identification: _____ (check one).


Name: Danica Harvey (print)



NOTARY PUBLIC
Commission No. DD99216
Commission Expiration Date: August 23, 2009

384041.1

Exhibit "A"

LEGAL DESCRIPTION:

THAT PORTION OF LOT 1, BLOCK 1, ECKERD'S SUBDIVISION, AS RECORDED IN PLAT BOOK 85, PAGE 45, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHERNMOST NORTHEAST CORNER OF SAID LOT 1, AND THENCE RUN NORTH 89°52'21" WEST, ALONG THE NORTH BOUNDARY OF SAID LOT 1, ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF PINELLAS BAYWAY, A DISTANCE OF 87.69 FEET; THENCE DEPARTING SAID LINE SOUTH 00°07'39" WEST, A DISTANCE OF 94.77 FEET; THENCE NORTH 89°52'21" WEST, PARALLEL WITH THE NORTH BOUNDARY OF SAID LOT 1, A DISTANCE OF 771.66 FEET FOR A POINT OF BEGINNING (POINT OF BEGINNING A); THENCE SOUTH 3°06'20" EAST, A DISTANCE OF 136.03 FEET; THENCE SOUTH 50°00'00" WEST, A DISTANCE OF 210.17 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 21.00 FEET, A CENTRAL ANGLE OF 46°58'40", AN ARC OF 17.22 FEET, AND A CHORD WHICH BEARS SOUTH 44°00'52" EAST, A DISTANCE OF 16.74 FEET; THENCE SOUTH 67°30'00" EAST, A DISTANCE OF 302.77 FEET; THENCE SOUTH 22°30'00" WEST, A DISTANCE OF 144.69 FEET; THENCE SOUTH 60°05'55" EAST, A DISTANCE OF 60.53 FEET; THENCE SOUTH 22°30'00" WEST, A DISTANCE OF 136.43 FEET; THENCE SOUTH 58°38'03" EAST, A DISTANCE OF 15.17 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 109.34 FEET, A CENTRAL ANGLE OF 36°39'21", AN ARC OF 69.95 FEET, AND A CHORD WHICH BEARS SOUTH 40°18'23" EAST, A DISTANCE OF 68.77 FEET; THENCE SOUTH 21°58'42" EAST, A DISTANCE OF 11.39 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 19.28 FEET, A CENTRAL ANGLE OF 43°32'32", AN ARC OF 14.65 FEET, AND A CHORD WHICH BEARS SOUTH 43°44'58" EAST, A DISTANCE OF 14.30 FEET; THENCE SOUTH 65°31'13" EAST, A DISTANCE OF 9.27 FEET; THENCE SOUTH 22°30'00" WEST, A DISTANCE OF 115.26 FEET, TO THE NORTHEAST CORNER OF TRACT B, BLOCK 4, MARINA BAY, PHASE 1 & 2, RECORDED IN PLAT BOOK 128 PAGE 51 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE BOUNDARIES OF SAID BLOCK 4 THE FOLLOWING 7 COURSES; THENCE (1.) NORTH 67°30'00" WEST, A DISTANCE OF 96.71 FEET; THENCE (2.) SOUTH 22°30'00" WEST, A DISTANCE OF 22.00 FEET; THENCE (3.) NORTH 67°30'00" WEST, A DISTANCE OF 18.00 FEET; THENCE (4.) SOUTH 22°30'00" WEST, A DISTANCE OF 136.00 FEET; THENCE (5.) SOUTH 67°30'00" EAST, A DISTANCE OF 6.00 FEET; THENCE (6.) SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 21.00 FEET, A CENTRAL ANGLE OF 54°02'58", AN ARC OF 19.81 FEET, AND A CHORD WHICH BEARS SOUTH 4°31'29" EAST, A DISTANCE OF 19.08 FEET; THENCE (7.) SOUTH 67°30'00" EAST ALONG THE SOUTHERLY BOUNDARY OF SAID BLOCK 4 AND ITS EASTERLY EXTENSION, A DISTANCE OF 193.04 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 21.00 FEET, A CENTRAL ANGLE OF 54°02'58", AN ARC OF 19.81 FEET, AND A CHORD WHICH BEARS NORTH 49°31'29" EAST, A DISTANCE OF 19.08 FEET; THENCE SOUTH 67°30'00" EAST, A DISTANCE OF 32.00 FEET; THENCE SOUTH 22°30'00" WEST, A DISTANCE OF 209.99 FEET; THENCE SOUTH 67°30'00" EAST, A DISTANCE OF 12.50 FEET; THENCE SOUTH 22°30'00" WEST, A DISTANCE OF 24.00 FEET; THENCE NORTH 67°30'00" WEST, A DISTANCE OF 12.50 FEET; THENCE SOUTH 22°30'00" WEST, A DISTANCE OF 1.34 FEET; THENCE SOUTH 67°30'00" EAST, A DISTANCE OF 95.51 FEET; THENCE SOUTH 22°30'00" WEST, A DISTANCE OF 178.67 FEET; THENCE NORTH 67°30'00" WEST, A DISTANCE OF 95.51 FEET; THENCE NORTH 72°58'48" WEST, A DISTANCE OF 32.15 FEET; THENCE NORTH 67°30'00" WEST, A DISTANCE OF 148.46 FEET; THENCE SOUTH 22°30'00" WEST, A DISTANCE OF 59.41 FEET; THENCE NORTH 67°30'00" WEST, A DISTANCE OF 177.23 FEET; THENCE SOUTH 22°30'00" WEST, A DISTANCE OF 11.92 FEET TO AN INTERSECTION WITH THE SOUTHWESTERLY BOUNDARY OF THE AFORE SAID LOT 1, BLOCK 1, ECKERD'S SUBDIVISION; THENCE NORTH 40°00'00" WEST ALONG SAID SOUTHWESTERLY BOUNDARY, A DISTANCE OF 91.81 FEET TO THE SOUTHERNMOST CORNER OF LOT 1, BLOCK 1, OF SAID MARINA BAY, PHASE 1 & 2; THENCE ALONG THE BOUNDARIES OF SAID BLOCK 1, MARINA BAY,

PHASE 1 & 2, THE FOLLOWING 6 COURSES; THENCE (1.) NORTH 22°30'00" EAST, A DISTANCE OF 184.89 FEET; THENCE (2.) NORTH 40°02'15" WEST, A DISTANCE OF 36.61 FEET; THENCE (3.) SOUTH 50°00'00" WEST, A DISTANCE OF 28.98 FEET; THENCE (4.) NORTH 40°00'00" WEST, A DISTANCE OF 637.59 FEET; THENCE (5.) NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 6.00 FEET, A CENTRAL ANGLE OF 56°15'04", AN ARC OF 5.89 FEET, AND A CHORD WHICH BEARS NORTH 68°07'32" WEST, A DISTANCE OF 5.66 FEET; THENCE (6.) NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 39.00 FEET, A CENTRAL ANGLE OF 279°05'04", AN ARC OF 189.97 FEET, AND A CHORD WHICH BEARS NORTH 43°17'28" EAST, A DISTANCE OF 50.61 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 6.00 FEET, A CENTRAL ANGLE OF 42°50'00", AN ARC OF 4.49 FEET, AND A CHORD WHICH BEARS SOUTH 18°35'00" EAST, A DISTANCE OF 4.38 FEET; THENCE SOUTH 40°00'00" EAST ALONG THE SOUTHWESTERLY BOUNDARY AND ITS NORTHWESTERLY EXTENSION OF BLOCK 2, OF SAID MARINA BAY, PHASE 1 & 2, A DISTANCE OF 533.51 FEET; THENCE CONTINUE NORTHEASTERLY ALONG THE BOUNDARIES OF SAID BLOCK 2 THE FOLLOWING 4 COURSES; THENCE (1.) A CURVE TO THE LEFT HAVING A RADIUS OF 13.00 FEET, A CENTRAL ANGLE OF 117°30'00", AN ARC OF 26.66 FEET, AND A CHORD WHICH BEARS NORTH 81°15'00" EAST, A DISTANCE OF 22.23 FEET; THENCE (2.) NORTH 22°30'00" EAST, A DISTANCE OF 119.14 FEET; THENCE (3.) NORTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 12.82 FEET, A CENTRAL ANGLE OF 141°49'14", AN ARC OF 31.73 FEET, AND A CHORD WHICH BEARS NORTH 14°47'38" WEST, A DISTANCE OF 24.23 FEET; THENCE (4.) NORTH 40°00'00" WEST, A DISTANCE OF 467.86 FEET; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 160.00 FEET, A CENTRAL ANGLE OF 75°36'15", AN ARC OF 211.13' FEET, AND A CHORD WHICH BEARS NORTH 77°48'08" WEST, A DISTANCE OF 196.14 FEET; THENCE ALONG THE NORTHERLY BOUNDARIES OF LOT 11, BLOCK 2, OF AFORE SAID MARINA BAY, PHASE 1 & 2 AND ITS NORTHWESTERLY EXTENSION THE FOLLOWING 2 COURSES; THENCE (1) SOUTH 64°23'46" WEST, A DISTANCE OF 104.05 FEET; THENCE (2) SOUTH 52°13'36" WEST, A DISTANCE OF 95.07 FEET, TO AN INTERSECTION WITH THE SOUTHWESTERLY BOUNDARY OF THE AFORE SAID LOT 1, BLOCK 1, ECKERD'S SUBDIVISION; THENCE NORTH 40°00'00" WEST, ALONG SAID SOUTHWESTERLY BOUNDARY, A DISTANCE OF 63.52 FEET; THENCE NORTH 56°04'33" EAST, A DISTANCE OF 36.42 FEET; THENCE NORTH 63°58'03" EAST, A DISTANCE OF 173.46 FEET; THENCE NORTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 209.40 FEET, A CENTRAL ANGLE OF 57°09'50", AN ARC OF 208.92 FEET, AND A CHORD WHICH BEARS S. 87°27'01" E. , A DISTANCE OF 200.36 FEET; THENCE EAST, A DISTANCE OF 191.82 FEET; THENCE NORTH 50°00'00" EAST, A DISTANCE OF 541.05 FEET; THENCE NORTH 3°06'20" WEST, A DISTANCE OF 109.43 FEET; THENCE SOUTH 89°52'21" EAST, A DISTANCE OF 60.10 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

COMMENCE AT THE NORTHERNMOST NORTHEAST CORNER OF SAID LOT 1, AND THENCE RUN NORTH 89°52'21" WEST, ALONG THE NORTH BOUNDARY OF SAID LOT 1, ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF PINELLAS BAYWAY, A DISTANCE OF 87.69 FEET; THENCE DEPARTING SAID LINE SOUTH 00°07'39" WEST, A DISTANCE OF 94.77 FEET; THENCE NORTH 89°52'21" WEST, PARALLEL WITH THE NORTH BOUNDARY OF SAID LOT 1, A DISTANCE OF 771.66 FEET; THENCE SOUTH 3°06'20" EAST, A DISTANCE OF 136.03 FEET; THENCE SOUTH 50°00'00" WEST, A DISTANCE OF 210.17 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 21.00 FEET, A CENTRAL ANGLE OF 46°58'40", AN ARC OF 17.22 FEET, AND A CHORD WHICH BEARS SOUTH 44°00'52" EAST, A DISTANCE OF 16.74 FEET; THENCE SOUTH 67°30'00" EAST, A DISTANCE OF 302.77 FEET; THENCE SOUTH 22°30'00" WEST, A DISTANCE OF 144.69 FEET; THENCE SOUTH 60°05'55" EAST, A DISTANCE OF 60.53 FEET; THENCE SOUTH 22°30'00" WEST, A DISTANCE OF 136.43

FEET; THENCE SOUTH 58°38'03" EAST, A DISTANCE OF 15.17 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 109.34 FEET, A CENTRAL ANGLE OF 36°39'21", AN ARC OF 69.95 FEET, AND A CHORD WHICH BEARS SOUTH 40°18'23" EAST, A DISTANCE OF 68.77 FEET; THENCE SOUTH 21°58'42" EAST, A DISTANCE OF 11.39 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 19.28 FEET, A CENTRAL ANGLE OF 43°32'32", AN ARC OF 14.65 FEET, AND A CHORD WHICH BEARS SOUTH 43°44'58" EAST, A DISTANCE OF 14.30 FEET; THENCE SOUTH 65°31'13" EAST, A DISTANCE OF 9.27 FEET; THENCE SOUTH 22°30'00" WEST, A DISTANCE OF 115.26 FEET; THENCE NORTH 67°30'00" WEST, A DISTANCE OF 162.71 FEET FOR A POINT OF BEGINNING (POINT OF BEGINNING B) ALSO BEING THE NORTHERN MOST NORTHEAST CORNER OF TRACT A, BLOCK 3, OF SAID MARINA BAY, PHASE 1 & 2; THENCE ALONG THE BOUNDARIES OF SAID BLOCK 3 THE FOLLOWING 8 COURSES; THENCE (1.) SOUTH 22°30'00" WEST, A DISTANCE OF 22.00 FEET; THENCE (2.) SOUTH 67°30'00" EAST, A DISTANCE OF 18.00 FEET; THENCE (3.) SOUTH 22°30'00" WEST, A DISTANCE OF 136.00 FEET; THENCE (4.) NORTH 67°30'00" WEST, A DISTANCE OF 6.00 FEET; THENCE (5.) SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 21.00 FEET, A CENTRAL ANGLE OF 54°02'58", AN ARC OF 19.81 FEET, AND A CHORD WHICH BEARS SOUTH 49°31'29" WEST, A DISTANCE OF 19.08 FEET; THENCE (6.) NORTH 67°30'00" WEST, A DISTANCE OF 87.02 FEET; THENCE (7.) NORTH 22°22'21" EAST, A DISTANCE OF 175.00 FEET; THENCE (8.) SOUTH 67°30'00" EAST, A DISTANCE OF 84.08 FEET TO THE POINT OF BEGINNING.

ALSO LESS:

COMMENCE AT THE NORTHERNMOST NORTHEAST CORNER OF SAID LOT 1, AND THENCE RUN NORTH 89°52'21" WEST, ALONG THE NORTH BOUNDARY OF SAID LOT 1, ALSO BEING THE SOUTHERLY RIGHT OF WAY LINE OF PINELLAS BAYWAY, A DISTANCE OF 87.69 FEET; THENCE DEPARTING SAID LINE SOUTH 00°07'39" WEST, A DISTANCE OF 94.77 FEET; THENCE NORTH 89°52'21" WEST, PARALLEL WITH THE NORTH BOUNDARY OF SAID LOT 1, A DISTANCE OF 771.66 FEET; THENCE SOUTH 3°06'20" EAST, A DISTANCE OF 136.03 FEET; THENCE SOUTH 50°00'00" WEST, A DISTANCE OF 210.17 FEET; THENCE SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 21.00 FEET, A CENTRAL ANGLE OF 46°58'40", AN ARC OF 17.22 FEET, AND A CHORD WHICH BEARS SOUTH 44°00'52" EAST, A DISTANCE OF 16.74 FEET; THENCE SOUTH 67°30'00" EAST, A DISTANCE OF 302.77 FEET; THENCE SOUTH 22°30'00" WEST, A DISTANCE OF 144.69 FEET; THENCE SOUTH 60°05'55" EAST, A DISTANCE OF 60.53 FEET; THENCE SOUTH 22°30'00" WEST, A DISTANCE OF 136.43 FEET; THENCE SOUTH 58°38'03" EAST, A DISTANCE OF 15.17 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 109.34 FEET, A CENTRAL ANGLE OF 36°39'21", AN ARC OF 69.95 FEET, AND A CHORD WHICH BEARS SOUTH 40°18'23" EAST, A DISTANCE OF 68.77 FEET; THENCE SOUTH 21°58'42" EAST, A DISTANCE OF 11.39 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 19.28 FEET, A CENTRAL ANGLE OF 43°32'32", AN ARC OF 14.65 FEET, AND A CHORD WHICH BEARS SOUTH 43°44'58" EAST, A DISTANCE OF 14.30 FEET; THENCE SOUTH 65°31'13" EAST, A DISTANCE OF 9.27 FEET; THENCE SOUTH 22°30'00" WEST, A DISTANCE OF 115.26 FEET, TO THE NORTHEAST CORNER OF TRACT B, BLOCK 4, MARINA BAY, PHASE 1 & 2, RECORDED IN PLAT BOOK 128 PAGE 51 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG THE BOUNDARIES OF SAID BLOCK 4 THE FOLLOWING 7 COURSES; THENCE (1.) NORTH 67°30'00" WEST, A DISTANCE OF 96.71 FEET; THENCE (2.) SOUTH 22°30'00" WEST, A DISTANCE OF 22.00 FEET; THENCE (3.) NORTH 67°30'00" WEST, A DISTANCE OF 18.00 FEET; THENCE (4.) SOUTH 22°30'00" WEST, A DISTANCE OF 136.00 FEET; THENCE (5.) SOUTH 67°30'00" EAST, A DISTANCE OF 6.00 FEET; THENCE (6.) SOUTHEASTERLY ALONG A CURVE

CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 21.00 FEET, A CENTRAL ANGLE OF 54°02'58", AN ARC OF 19.81 FEET, AND A CHORD WHICH BEARS SOUTH 4°31'29" EAST, A DISTANCE OF 19.08 FEET; THENCE (7.) SOUTH 67°30'00" EAST ALONG THE SOUTHERLY BOUNDARY OF SAID BLOCK 4 AND ITS EASTERLY EXTENSION, A DISTANCE OF 193.04 FEET; THENCE NORTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 21.00 FEET, A CENTRAL ANGLE OF 54°02'58", AN ARC OF 19.81 FEET, AND A CHORD WHICH BEARS NORTH 49°31'29" EAST, A DISTANCE OF 19.08 FEET; THENCE SOUTH 67°30'00" EAST, A DISTANCE OF 32.00 FEET; THENCE SOUTH 22°30'00" WEST, A DISTANCE OF 209.99 FEET; THENCE SOUTH 67°30'00" EAST, A DISTANCE OF 12.50 FEET; THENCE SOUTH 22°30'00" WEST, A DISTANCE OF 24.00 FEET; THENCE NORTH 67°30'00" WEST, A DISTANCE OF 12.50 FEET; THENCE SOUTH 22°30'00" WEST, A DISTANCE OF 1.34 FEET; THENCE NORTH 67°30'00" WEST, A DISTANCE OF 32.00 FEET FOR A POINT OF BEGINNING (POINT OF BEGINNING C); THENCE NORTH 67°30'00" WEST, A DISTANCE OF 101.66 FEET; THENCE NORTH 22°30'00" EAST, A DISTANCE OF 178.33 FEET; THENCE SOUTH 67°30'00" EAST, A DISTANCE OF 92.99 FEET; THENCE SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 21.00 FEET, A CENTRAL ANGLE OF 54°02'58", AN ARC OF 19.81 FEET, AND A CHORD WHICH BEARS SOUTH 4°31'29" EAST, A DISTANCE OF 19.08 FEET; THENCE SOUTH 22°30'00" WEST, A DISTANCE OF 135.99 FEET; THENCE NORTH 67°30'00" WEST, A DISTANCE OF 17.83 FEET; THENCE SOUTH 22°30'00" WEST, A DISTANCE OF 24.00 FEET; THENCE SOUTH 67°30'00" EAST, A DISTANCE OF 17.83 FEET; THENCE SOUTH 22°30'00" WEST, A DISTANCE OF 1.34 FEET TO THE POINT OF BEGINNING.

Return To:
Steven M. Wilsey, Esq.
Fisher and Wilsey, P.A.
1000 16th Street North
St. Petersburg, FL 33705-1147

**SECOND SUPPLEMENTAL MASTER DECLARATION TO
MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR MARINA BAY**

This Second Supplemental Master Declaration to Master Declaration of Covenants, Conditions and Restrictions for Marina Bay ("Supplemental Master Declaration"), made this 21 day of May, 2012, by Swan Landing Development, L.L.C., a Florida limited liability company ("Swan"), as Declarant pursuant to the Master Declaration (defined below), as follows:

WHEREAS, Swan is the Declarant under that certain Master Declaration of Covenants, Conditions and Restrictions for Marina Bay as recorded in O.R. Book 14496, Pages 1620-1691, Public Records of Pinellas County, Florida ("Master Declaration");

WHEREAS, the Master Declaration reserved to the Declarant in said Master Declaration the right to unilaterally amend the Master Declaration;

WHEREAS, Declarant now desires to amend the Master Declaration to designate a successor Declarant.

NOW, THEREFORE, for valuable consideration, the Master Declaration is hereby amended to designate Ethos Development, L.L.C, a Florida limited liability company, the successor Declarant.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Master Declaration this 21 day of May, 2012.

Signed and sealed in the presence of:

SWAN LANDING DEVELOPMENT, L.L.C.,
a Florida limited liability company

Alicia S. Friedlander
Witness

By: _____
Its duly authorized Reza Yazadi

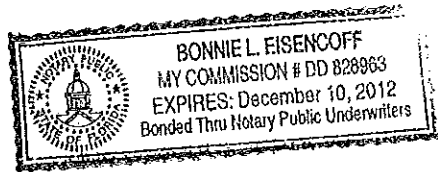
Bonnie L. Eisencoff
Witness

(SEAL)

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 21 day of May 2012, by Reza Yazadi, the manager of SWAN LANDING DEVELOPMENT, L.L.C., a Florida limited liability company, who is personally known to me, or who produced the following identification: _____ (check one).

Name: Bonnie L. Eisencoff (print)



NOTARY PUBLIC
Commission No. _____
Commission Expiration Date: _____

Return To:
Steven M. Wilsey, Esq.
Fisher and Wilsey, P.A.
1000 16th Street North
St. Petersburg, FL 33705-1147

**THIRD SUPPLEMENTAL MASTER DECLARATION TO
MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR MARINA BAY**

This Third Supplemental Master Declaration to Master Declaration of Covenants, Conditions and Restrictions for Marina Bay ("Supplemental Master Declaration"), made this 21 day of May, 2012, by Ethos Development, L.L.C., a Florida limited liability company, as Declarant, as follows:

WHEREAS, the Master Declaration of Covenants, Conditions and Restrictions for Marina Bay as recorded in O.R. Book 14496, Pages 1620-1691, Public Records of Pinellas County, Florida ("Master Declaration"), reserved to the Declarant in said Master Declaration the right to unilaterally amend the Master Declaration;

WHEREAS, the Master Declaration contemplated amendment of the Master Declaration by Supplemental Master Declaration for the purpose of *inter alia*, imposing additional restrictions and obligations on the land described therein;

WHEREAS, The Master Declaration expressly provides that no Owner, Mortgagee or any other Person shall be required to join in or consent to any such amendment;

WHEREAS, through 2011, Declarant expended in excess of \$14 million in unrecovered capitalized costs for the purpose of improving the property described on Exhibit "A" to the Master Declaration, including completion of the entire development infrastructure.

WHEREAS, within Exhibit "A" to the Master Declaration, there are 33 vacant lots for construction of single-family attached and detached residences, described more particularly on

Exhibits "A" through "C" of this Supplemental Master Declaration, and 7 multi-unit lots for construction of 21 condominiums, described more particularly on Exhibits "D" and "E" of this Supplemental Master Declaration (together, the "Vacant Lots"), which are benefited from the completed development infrastructure.

NOW, THEREFORE, pursuant to the provisions of Article XIII, Section 2, of the Master Declaration, the Declarant hereby states and declares:

1. All capitalized terms used, but not defined herein, shall have the same meaning ascribed to them in the Master Declaration.

2. Declarant hereby imposes the following restrictions and obligations on the Vacant Lots described more particularly on Exhibits "A" through "E" of this Supplemental Master Declaration.

a. There are hereby created assessments on the Vacant Lots in the amount set forth below (the "Development Infrastructure Assessment") to be commenced at the time and in the manner set forth herein. Each Owner, by acceptance of a deed for any portion of the Vacant Lots, is deemed to covenant and agree to pay the Development Infrastructure Assessment.

b. The Development Infrastructure Assessment, together with interest at the annual rate of eighteen (18%) percent as computed from the date the delinquency first occurs, late charges, costs, and attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Vacant Lot against which each assessment is made until paid and said lien may be perfected by Declarant. Said lien shall relate back to the date of the original recording of the Master Declaration. Each such assessment, together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal

obligation of the Person who was the Owner of such Vacant Lot at the time the assessment arose, and, in the event of a transfer of title, his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first Mortgagee who obtains title to a Vacant Lot pursuant to the remedies provided in the Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title. Declarant shall be responsible for collecting the Development Infrastructure Assessment, which shall be paid to Declarant.

c. The amount of the Development Infrastructure Assessment for the single-family attached and detached residences shall be as follows: \$150,000 per lot for the Vacant Lots described more particularly on Exhibit "A"; \$350,000 per lot for the Vacant Lots described more particularly on Exhibit "B"; and \$125,000 per lot for the Vacant Lots described more particularly on Exhibit "C".

d. The amount of the Development Infrastructure Assessment for the multi-unit lots shall be as follows: \$525,000 per lot for the Vacant Lots described more particularly on Exhibit "D"; and \$750,000 per lot for the Vacant Lots described more particularly on Exhibit "E".

3. The Development Infrastructure Assessment as to each Vacant Lot shall be due and payable upon application for a building permit from the City of St. Petersburg, Florida, for the construction of a residential building, and shall be deemed delinquent if not paid within ten (10) days from date of permit application. A late charge shall be assessed in an amount determined by the Declarant, which shall not be in excess of the highest amount allowed by law, plus interest as provided herein. If the Development Infrastructure Assessment is not paid within

ten (10) days after the date upon which it is due, the Declarant may bring action at law against the Owner and the Owner's Vacant Lot to which it attaches.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Supplemental Master Declaration this 21 day of May, 2012.

Signed and sealed in the presence of:

ETHOS DEVELOPMENT, L.L.C.,
a Florida limited liability company

Alicia S. Friedlander
Witness

By: [Signature]
Its duly authorized Manager

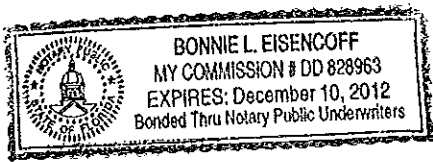
Bonnie L. Eisencoff
Witness

(SEAL)

STATE OF FLORIDA
COUNTY OF Pinellas

The foregoing instrument was acknowledged before me this 21 day of May 2012, by Reza Yazdani, the Manager of ETHOS DEVELOPMENT, L.L.C., a Florida limited liability company, who is personally known to me, or who produced the following identification: _____

(check one)
Bonnie L. Eisencoff
Name: _____ (print)



NOTARY PUBLIC
Commission No. _____
Commission Expiration Date: _____

Parcel 1:

Lots 1, 2, 3 and 4, Block 2, Marina Bay Phase 1 and 2, according to the map or plat thereof as recorded in Plat Book 128, Page 51, Public Records of Pinellas County, Florida.

TOGETHER WITH: Those non-exclusive easements for access and utilities, which benefit the above lots, as created by the Access and Utility Easement Agreement recorded in Official Records Book 12639, Page 1303, Public Records of Pinellas County, Florida.

AND

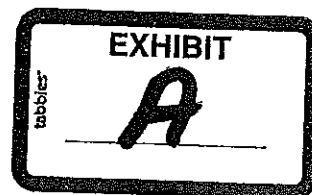
PARCEL 2

(Lot 14)

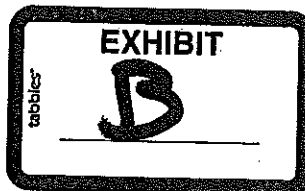
A tract of land being a portion of Lot 1, Block 1, according to the plat of Eckerd's Subdivision, as recorded in Plat Book 85, on Page 45 of the Public Records of Pinellas County, Florida, and lying with Section 10, Township 32 South, Range 16 East, Pinellas County, Florida, and being more particularly described as follows: Commence at the Northwest corner of aforesaid plat; thence S 40°00'00" E, along the Southwesterly boundary line of aforesaid plat, for 583.69 feet; thence leaving said line N 50°00'00" E, for 193.00 feet to the POINT OF BEGINNING; thence N 50°00'00" E, for 120.00 feet to the point of intersection with a non-tangent curve concave to the Southwest; thence Southeasterly along the arc of said curve with a radial bearing S 38°53'06", and having a radius of 160.00 feet, a central angle of 11°06'54", an arc length of 31.04 feet and a chord bearing S 45°33'27" E, for 30.99 feet to the point of tangency; thence S 40°00'00" E, for 44.16 feet; thence S 50°00'00" W, for 135.00 feet; thence N 40°00'00" W, for 44.41 feet to the point of curvature of a curve concave to the East; thence Northwesterly along the arc of said curve, having a radius of 6.00 feet, a central angle of 42°50'00", an arc length of 4.49 feet and a chord bearing N 18°35'00" W, for 4.38 feet to the point of reverse curvature with a curve concave to the West; thence Northerly along the arc of said curve, having a radius of 39.00 feet, a central angle of 42°50'00", an arc length of 29.16 feet and a chord bearing N 18°35'00" W, for 28.48 feet to the POINT OF BEGINNING, now known as Lot 2, Marina Bay Phase 3, according to the map or plat thereof as recorded in Plat Book 133, Page 10, Public Records of Pinellas County, Florida.

(Lot 16)

A tract of land being a portion of Lot 1, Block 1, according to the plat of Eckerd's Subdivision, as recorded in Plat Book 85, on Page 45 of the Public Records of Pinellas County, Florida, and lying within Section 10, Township 32 South, Range 16 East, Pinellas County, Florida, and being more particularly described as follows: Commence at the Northwest corner of aforesaid plat; thence S 40°00'00" E, along the Southwesterly boundary line of aforesaid plat, for 583.69 feet; thence leaving said line N 50°00'00" E, for 193.00 feet, to the POINT OF BEGINNING, said point also being a point of intersection with a non-tangent curve concave to the Southwest; thence Northwesterly along the arc of said curve with a radial bearing S 50°00'00" W, and having a radius of 39.00 feet, a central angle of 52°01'12", an arc length of 35.41 feet and a chord bearing N 66°00'36" W, for 34.21 feet to the point of intersection with a non-tangent line; thence N 40°00'00" W, for 97.95 feet; thence N 64°23'46" E, for 18.36 feet to the point of curvature of a curve concave to the South; thence Northeasterly along the arc of said curve, having a radius of 160.00 feet, a central angle of 64°29'21", an arc length of 180.09 feet, and a chord bearing S 83°21'34" E, for 170.73 feet to the point of intersection with a non-tangent line; thence S 50°00'00" W, for 120.00 feet, to the POINT OF BEGINNING, now known as Lot 1, Marina Bay Phase 3, according to the map or plat thereof as recorded in Plat Book 133, Page 10, Public Records of Pinellas County, Florida.



Lots 5, 6, 7 and 8, Block 1, MARINA BAY PHASE 1 & 2, according to the plat thereof recorded in Plat Book 128, pages 51 through 54 inclusive, Public Records of Pinellas County, Florida.



MARINA BAY THE GARDENS

Lot 1, 2, 3 and 4, Block 14, MARINA BAY THE GARDENS, according to the map or plat thereof as recorded in Plat Book 131, Page 88 through 92, of the Public Records of Pinellas County, Florida

- [Lot 1, Block 14 PIN#10-32-16-55254-014-0010]
- [Lot 2, Block 14 PIN#10-32-16-55254-014-0020]
- [Lot 3, Block 14 PIN#10-32-16-55254-014-0030]
- [Lot 4, Block 14 PIN#10-32-16-55254-014-0040]

Lot 1, 2, 3 and 4, Block 15, MARINA BAY THE GARDENS, according to the map or plat thereof as recorded in Plat Book 131, Page 88 through 92, of the Public Records of Pinellas County, Florida

- [Lot 1, Block 15 PIN#10-32-16-55254-015-0010]
- [Lot 2, Block 15 PIN#10-32-16-55254-015-0020]
- [Lot 3, Block 15 PIN#10-32-16-55254-015-0030]
- [Lot 4, Block 15 PIN#10-32-16-55254-015-0040]

Lot 1, 2, and 3, Block 16, MARINA BAY THE GARDENS, according to the map or plat thereof as recorded in Plat Book 131, Page 88 through 92, of the Public Records of Pinellas County, Florida

- [Lot 1, Block 16 PIN#10-32-16-55254-016-0010]
- [Lot 2, Block 16 PIN#10-32-16-55254-016-0020]
- [Lot 3, Block 16 PIN#10-32-16-55254-016-0030]

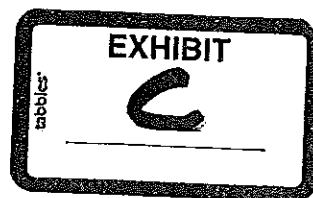
Lot 1, 2, and 3, Block 17, MARINA BAY THE GARDENS, according to the map or plat thereof as recorded in Plat Book 131, Page 88 through 92, of the Public Records of Pinellas County, Florida

- [Lot 1, Block 17 PIN#10-32-16-55254-017-0010]
- [Lot 2, Block 17 PIN#10-32-16-55254-017-0020]
- [Lot 3, Block 17 PIN#10-32-16-55254-017-0030]

Lot 1, 2, and 3, Block 18, MARINA BAY THE GARDENS, according to the map or plat thereof as recorded in Plat Book 131, Page 88 through 92, of the Public Records of Pinellas County, Florida

- [Lot 1, Block 18 PIN#10-32-16-55254-018-0010]
- [Lot 2, Block 18 PIN#10-32-16-55254-018-0020]
- [Lot 3, Block 18 PIN#10-32-16-55254-018-0030]

Lot 1, 2, and 3, Block 19, MARINA BAY THE GARDENS, according to the map or plat thereof as recorded in Plat Book 131, Page 88 through 92, of the Public Records of Pinellas County, Florida



[Lot 1, Block 19 PIN#10-32-16-55254-019-0010]
[Lot 2, Block 19 PIN#10-32-16-55254-019-0020]
[Lot 3, Block 19 PIN#10-32-16-55254-019-0030]

Lot 1, 2, and 3, Block 23, MARINA BAY THE GARDENS, according to the map or plat thereof as recorded in Plat Book 131, Page 88 through 92, of the Public Records of Pinellas County, Florida

[Lot 1, Block 23 PIN#10-32-16-55254-023-0010]
[Lot 2, Block 23 PIN#10-32-16-55254-023-0020]
[Lot 3, Block 23 PIN#10-32-16-55254-023-0030]

THE POINTE AT MARINA BAY, A CONDOMINIUM

Building 4, THE POINTE AT MARINA BAY, according to the Declaration of Condominium thereof and a percentage in the common elements appurtenant thereto as recorded in Official Records Book 15703, Pages 907-992 and per the Condominium Plat thereof recorded in Condominium Plat Book 148, Pages 55-62, Public Records of Pinellas County, Florida and as more particularly described as follows:

BUILDING 4, A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 1 ECKERD'S SUBDIVISION, AS RECORDED IN PLAT BOOK 85 PAGE 45 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

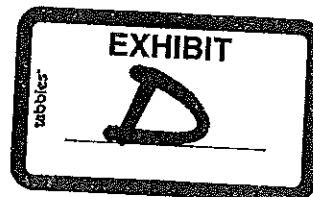
COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE S. 40° 00' 00" E., 1721.02 FEET ALONG THE SOUTHWEST BOUNDARY OF SAID LOT 1; THENCE LEAVING SAID SOUTHWEST BOUNDARY N. 50° 00' 00" E., 170.00 FEET; THENCE S. 40° 00' 00" E., 3.98 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 39.25 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 46.47 FEET THROUGH A CENTRAL ANGLE OF 67° 49' 48" (CHORD BEARING N. 54° 32' 10" E. 43.80 FEET); THENCE S. 72° 59' 07" E., 32.13 FEET; THENCE S. 67° 30' 00" E., 109.02 FEET; THENCE N. 69° 00' 00" E., 208.13 FEET; THENCE S. 21° 00' 00" E., 51.74 FEET; THENCE S. 54° 00' 00" W., 164.08 FEET TO THE POINT OF BEGINNING; THENCE S. 36° 00' 00" E., 74.00 FEET; THENCE S. 54° 00' 00" W., 75.33 FEET; THENCE N. 36° 00' 00" W., 74.00 FEET; THENCE N. 54° 00' 00" E., 75.33 FEET TO THE POINT OF BEGINNING.

Containing 5,574 square feet or 0.128 acres, more or less

Building 6, THE POINTE AT MARINA BAY, according to the Declaration of Condominium thereof and a percentage in the common elements appurtenant thereto as recorded in Official Records Book 15703, Pages 907-992 and per the Condominium Plat thereof recorded in Condominium Plat Book 148, Pages 55-62, Public Records of Pinellas County, Florida and as more particularly described as follows:

BUILDING 6, A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 1 ECKERD'S SUBDIVISION, AS RECORDED IN PLAT BOOK 85 PAGE 45 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE S. 40° 00' 00" E., 1721.02 FEET ALONG THE SOUTHWEST BOUNDARY OF SAID LOT 1; THENCE LEAVING SAID SOUTHWEST BOUNDARY N. 50° 00' 00" E., 170.00 FEET; THENCE S. 40° 00' 00" E., 3.98 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 39.25 FEET; THENCE NORTHEASTERLY ALONG SAID



CURVE 46.47 FEET THROUGH A CENTRAL ANGLE OF 67° 49' 48" (CHORD BEARING N. 54° 32' 10" E. 43.80 FEET); THENCE S. 72° 59' 07" E., 32.13 FEET; THENCE S. 67° 30' 00" E., 109.02 FEET; THENCE N. 69° 00' 00" E., 208.13 FEET; THENCE S. 21° 00' 00" E., 153.71 FEET; THENCE S. 59° 00' 00" W., 103.78 FEET TO THE POINT OF BEGINNING; THENCE S. 31° 00' 00" E., 74.00 FEET; THENCE S. 59° 00' 00" W., 75.33 FEET; THENCE N. 31° 00' 00" W., 74.00 FEET; THENCE N. 59° 00' 00" E., 75.33 FEET TO THE POINT OF BEGINNING.

Containing 5,574 square feet or 0.128 acres, more or less

Building 8, THE POINTE AT MARINA BAY, according to the Declaration of Condominium thereof and a percentage in the common elements appurtenant thereto as recorded in Official Records Book 15703, Pages 907-992 and per the Condominium Plat thereof recorded in Condominium Plat Book 148, Pages 55-62, Public Records of Pinellas County, Florida and as more particularly described as follows:

BUILDING 8, A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 1 ECKERD'S SUBDIVISION, AS RECORDED IN PLAT BOOK 85 PAGE 45 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE S. 40° 00' 00" E., 1721.02 FEET ALONG THE SOUTHWEST BOUNDARY OF SAID LOT 1; THENCE LEAVING SAID SOUTHWEST BOUNDARY N. 50° 00' 00" E., 170.00 FEET; THENCE S. 40° 00' 00" E., 3.98 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 39.25 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 46.47 FEET THROUGH A CENTRAL ANGLE OF 67° 49' 48" (CHORD BEARING N. 54° 32' 10" E. 43.80 FEET); THENCE S. 72° 59' 07" E., 32.13 FEET; THENCE S. 67° 30' 00" E., 109.02 FEET; THENCE N. 69° 00' 00" E., 208.13 FEET; THENCE S. 21° 00' 00" E., 239.00 FEET; THENCE S. 59° 00' 00" W., 58.97 FEET TO THE POINT OF BEGINNING; THENCE S. 31° 00' 00" E., 74.00 FEET; THENCE S. 59° 00' 00" W., 75.33 FEET; THENCE N. 31° 00' 00" W., 74.00 FEET; THENCE N. 59° 00' 00" E., 75.33 FEET TO THE POINT OF BEGINNING.

Containing 5,574 square feet or 0.128 acres, more or less

TOGETH WITH THOSE NON-EXCLUSIVE EASEMENT FOR ACCESS AND UTILITIES WHICH BENEFIT THE ABOVE PARCELS, AS CREATED BY THE ACCESS AND UTILITY AGREEMENTS RECORDED IN OFFICIAL RECORD BOOK 12639, PAGE 1303, PUBLIC RECORDS OF PINELLAS COUNT.

BUILDING NINE:

A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 1 ECKERD'S SUBDIVISION, AS RECORDED IN PLAT BOOK 85, PAGE 45 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE S.40°00'00"E., 1721.02 FEET ALONG THE SOUTHWEST BOUNDARY OF SAID LOT 1; THENCE LEAVING SAID SOUTHWEST BOUNDARY, N.50°00'00"E., 170.00 FEET; THENCE S.40°00'00"E., 3.98 FEET TO A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 39.25 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE 46.47 FEET THROUGH A CENTRAL ANGLE OF 67°49'48" (CHORD BEARING N.54°32'10"E. 43.80 FEET); THENCE S.72°59'07"E., 32.13 FEET; THENCE S.67°30'00"E., 109.02 FEET; THENCE N.69°00'00"E., 208.13 FEET; THENCE S.21°00'00"E., 333.93 FEET; THENCE S.65°20'57"W., 24.47 FEET TO THE POINT OF BEGINNING; THENCE S.24°39'03"E., 74.00 FEET; THENCE S.65°20'57"W., 75.33 FEET; THENCE N.24°39'03"W., 74.00 FEET; THENCE N.65°20'57"E., 75.33 FEET TO THE POINT OF BEGINNING.

MARINA BAY - THE POINTE

BUILDING THREE:

A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 1 ECKERD'S SUBDIVISION, AS RECORDED IN PLAT BOOK 85, PAGE 45 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE S.40°00'00"E., 1721.02 FEET ALONG THE SOUTHWEST BOUNDARY OF SAID LOT 1; THENCE CONTINUE S.40°00'00"E., 176.48 FEET ALONG SAID SOUTHWEST BOUNDARY; THENCE LEAVING SAID SOUTHWEST BOUNDARY, N.50°00'00"E., 20.00 FEET FOR THE POINT OF BEGINNING; THENCE N.50°00'00"E., 10.19 FEET; THENCE N.05°00'00"E., 56.26 FEET; THENCE S.85°00'00"E., 89.33 FEET; THENCE S.05°00'00"W., 77.63 FEET; THENCE N.85°00'00"W., 62.63 FEET; THENCE S.50°00'00"W., 13.96 FEET; THENCE N.40°00'00"W., 34.00 FEET ALONG A LINE 20.00 FEET SOUTHWEST OF AND PARALLEL WITH SAID SOUTHWEST BOUNDARY OF LOT 1 TO THE POINT OF BEGINNING.

BUILDING FIVE:

A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 1 ECKERD'S SUBDIVISION, AS RECORDED IN PLAT BOOK 85, PAGE 45 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE S.40°00'00"E., 1721.02 FEET ALONG THE SOUTHWEST BOUNDARY OF SAID LOT 1; THENCE CONTINUE S.40°00'00"E., 297.84 FEET ALONG SAID SOUTHWEST BOUNDARY; THENCE LEAVING SAID SOUTHWEST BOUNDARY, N.50°00'00"E., 20.00 FEET FOR THE POINT OF BEGINNING; THENCE N.50°00'00"E., 10.19 FEET; THENCE N.05°00'00"E., 56.26 FEET; THENCE S.85°00'00"E., 89.33 FEET; THENCE S.05°00'00"W., 77.63 FEET; THENCE N.85°00'00"W., 62.63 FEET; THENCE S.50°00'00"W., 13.96 FEET; THENCE N.40°00'00"W., 34.00 FEET ALONG A LINE 20.00 FEET SOUTHWEST OF AND PARALLEL WITH SAID SOUTHWEST BOUNDARY OF LOT 1 TO THE POINT OF BEGINNING.

BUILDING SEVEN:

A PARCEL OF LAND BEING A PORTION OF LOT 1, BLOCK 1 ECKERD'S SUBDIVISION, AS RECORDED IN PLAT BOOK 85, PAGE 45 OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:



COMMENCE AT THE NORTHWEST CORNER OF SAID LOT 1; THENCE S.40°00'00"E., 1721.02 FEET ALONG THE SOUTHWEST BOUNDARY OF SAID LOT 1; THENCE CONTINUE S.40°00'00"E., 422.28 FEET ALONG SAID SOUTHWEST BOUNDARY; THENCE LEAVING SAID SOUTHWEST BOUNDARY, N.50°00'00"E., 20.00 FEET FOR THE POINT OF BEGINNING; THENCE N.50°00'00"E., 10.19 FEET; THENCE N.05°00'00"E. 56.26 FEET; THENCE S.85°00'00"E., 89.33 FEET; THENCE S.05°00'00"W., 77.63 FEET; THENCE N.85°00'00"W., 62.63 FEET; THENCE S.50°00'00"W., 13.96 FEET; THENCE N.40°00'00"W., 34.00 FEET ALONG A LINE 20.00 FEET SOUTHWEST OF AND PARALLEL WITH SAID SOUTHWEST BOUNDARY OF LOT 1 TO THE POINT OF BEGINNING.

Prepared By and Return To:
Becker & Polliakoff, P.A.
Attn: Anne M. Hathorn, Esq.
1511 N. Westshore Blvd., Suite 1000
Tampa, FL 33607

KEN BURKE, CLERK OF COURT
AND COMPTROLLER PINELLAS COUNTY, FL
INST# 2014337821 12/09/2014 at 02:13 PM
OFF REC BK: 18613 PG: 213-215
DocType:RST RECORDING: \$27.00

**CERTIFICATE OF AMENDMENT TO THE MASTER DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR
MARINA BAY**

WE HEREBY CERTIFY THAT the attached true and correct copy of the Amendments to the Master Declaration of Covenants, Conditions, and Restrictions for Marina Bay (the "Declaration"), as originally recorded in Official Records Book 14496, Page 1620, et seq., of the Public Records of Pinellas County, Florida, were duly adopted by the Developer in the manner required by Article XIII, Section 2 of the Declaration.

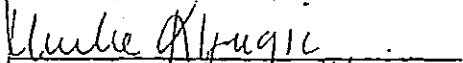
IN WITNESS WHEREOF, we have affixed our hands this 18 day of November, 2014, in Pinellas County, Florida.

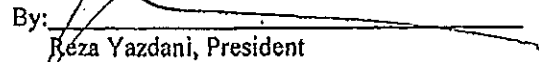
WITNESSES:

MARINA BAY MASTER COMMUNITY
ASSOCIATION, INC.



Printed Name: Blair Nester

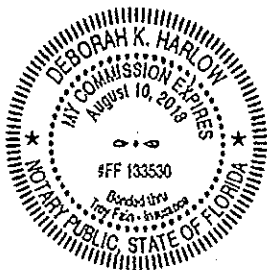

Printed Name: Mirza Kljajic

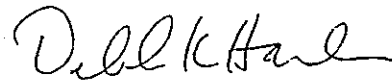
By: 
Reza Yazdani, President

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 18 day of November, 2014, by Reza Yazdani, as President on behalf of Marina Bay Master Community Association, Inc., a Florida not-for-profit corporation. He is personally known to me ___ or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid, this 18 day of November, 2014.




Notary Public
Printed Name: Deborah K. Harlow
My Commission Expires: 8/10/2018

**ADOPTED AMENDMENTS TO THE MASTER DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR MARINA BAY**

1. Adopted amendment to ARTICLE X, Section 1 of the Master Declaration of Covenants, Conditions, and Restrictions for Marina Bay (the "Declaration"), to read as follows:

Article X
ASSESSMENTS

Section 1. Creation of Assessments.

...
All assessments, together with interest at the annual rate of eighteen (18%) percent as computed from the date the delinquency first occurs, late charges, costs, and attorney's fees, shall be a charge on the land Each such assessment, together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Unit at the time the assessment arose, and, in the event of a transfer of title, his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except a first mortgage holder, or its successor or assignee who acquires title to a Unit by foreclosure or a deed in lieu of foreclosure, is liable for the unpaid assessments that became due before the first mortgage holder's acquisition of title in the lesser amount of: (i) the Unit's unpaid common expenses and unpaid regular periodic or special assessments that accrued or came due during the 12 months immediately preceding the acquisition of title, or (ii) 1% of the original mortgage debt, unless otherwise provided in Chapter 720, Florida Statutes, as the same may be amended or renumbered from time to time ~~no first Mortgagee who obtains title to a Unit pursuant to the remedies provided in the Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.~~
...

2. Adopted amendment to ARTICLE XIII, Section 13 of the Declaration, to read as follows:

Article XIII
GENERAL PROVISIONS

...
Section 13. Compliance. Every Owner and occupant of any Unit shall comply with all lawful provisions of this Master Declaration, the By-Laws and rules and regulations of the Master Association. Failure to comply shall be grounds for an action to recover sums due, for damages or injunctive relief, or for any other remedy available at law or in equity, maintainable by the Master Association or, in a proper case, by any aggrieved Unit Owner or Owners. In addition, the Master Association shall be entitled to recover any non-litigation or pre-litigation fees incurred as a result of hiring legal counsel to enforce any of the terms of this Master Declaration, the By-Laws, and/or the

rules and regulations of the Master Association, for all fees incurred prior to court, mediation, or arbitration action, and for all fees incurred when the matter is subsequently resolved without court, mediation, or arbitration action. Such fees shall be an assessment against the Unit which was involved in the violation, and shall be collected in the same manner as any other assessment, as provided elsewhere in this Master Declaration.

PLEASE NOTE: NEW LANGUAGE INDICATED BY UNDERLINING; DELETED TEXT INDICATED BY STRIKETHROUGHS; UNAFFECTED TEXT INDICATED BY "..."

I#: 2020111658 BK: 20950 PG: 2371, 04/03/2020 at 10:10 AM, RECORDING 4 PAGES \$35.50 KEN BURKE, CLERK OF COURT AND COMPTROLLER PINELLAS COUNTY, FL BY DEPUTY CLERK: clk103817

Prepared By and Return To:
Anne M. Hathorn, Esq.
Anne Hathorn Legal Services, LLC
150 2nd Ave. N., Suite 1270
St. Petersburg, FL 33701

CERTIFICATE OF AMENDMENTS TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR MARINA BAY

WE HEREBY CERTIFY THAT the attached true and correct copy of the Amendments to the Master Declaration of Covenants, Conditions and Restrictions for Marina Bay (the "Declaration"), as originally recorded in Official Records Book 14496, Page 1620, et seq., of the Public Records of Pinellas County, Florida, were duly adopted by the Developer in the manner required by Article XIII, Section 2, of the Declaration.

IN WITNESS WHEREOF, we have affixed our hands this 2nd day of April, 2020, in Pinellas County, Florida

WITNESSES:

MARINA BAY MASTER COMMUNITY ASSOCIATION, INC.

Nancy A Smolen
Printed Name: Nancy A Smolen

By: [Signature]
Reza Yazdani, President

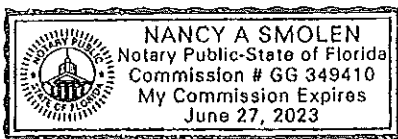
[Signature]
Printed Name: REZA YAZDANI

COUNTY OF PINELLAS
STATE OF FLORIDA

The foregoing instrument was acknowledged before me this 2nd day of April, 2020, by Reza Yazdani, as President, on behalf of Marina Bay Master Community Association, Inc., a Florida not-for-profit corporation. He is personally known to me or has produced _____, as identification.

WITNESS my hand and official seal in the County and State last aforesaid, this 2nd day of April, 2020.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE



Nancy A Smolen
Printed Name: Nancy A Smolen
My Commission Expires: 6/27/2023

**ADOPTED AMENDMENTS TO THE MASTER DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR MARINA BAY**

1. **Adopted amendment to Article IV, Section 1 of the Master Declaration of Covenants, Conditions, and Restrictions for Marina Bay (the "Declaration"), to read as follows:**

**Article IV
MAINTENANCE**

Section 1. Master Association's Responsibility. The Master Association shall maintain and keep in good repair the Common Areas, such maintenance to be funded as hereinafter provided. . . .

...
Additionally, the Master Association shall maintain and keep in good workable condition, whether or not owned by the Master Association, the structures and fixtures comprising the lighting of all streets within or adjacent to the Properties and pay the electric bill and other costs associated with providing such streets with proper lighting until such time as such obligations are assumed by a utility company, Pinellas County, Florida or any other governmental or quasi-governmental entity. The Master Association shall further be responsible for providing water (potable and reclaimed), stormwater, and sewer services to the Properties, with such services to each Unit billed either directly by the Master Association or by a third-party contracted by the Master Association.

2. **Adopted amendment to Article X, Section 1 of the Declaration, to read as follows:**

**Article X
ASSESSMENTS**

Section 1. Creation of Assessments. There are hereby created assessments for Master Association expenses as may from time to time specifically be authorized by the Board of Directors, to be commenced at the time and in the manner set forth in Section 7 of this Article. There shall be ~~three (3)~~ four (4) types of assessments: (a) Common Assessments to fund Common Expenses for the benefit of all Members of the Master Association; (b) Neighborhood Assessments for Neighborhood Expenses benefiting only Units within a particular Neighborhood or Neighborhoods; and (c) Special Assessments as described in Section 4 below; and (d) Assessments for each Unit's charges for water (potable and reclaimed), stormwater, and sewer services provided by the Master Association, as described in Article IV, Section 1 herein, which charges may include an administrative fee if billing is done by a third-party contracted by the Master Association, and for which charges are due as determined by the Board of Directors from time to time. Each Owner, by acceptance of a deed or

recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay these assessments.

...

3. **Adopted amendment to Article XII of the Declaration, to add a new Section 29, to read as follows:**

Article XII
USE RESTRICTIONS

The Units that have been conveyed by the Declarant to an Owner shall be used only for single family residential purposes and are subject to other restrictions as may more particularly be set forth in this Master Declaration and amendments hereto. . . .

...

Section 29. Approval of Sales and Transfers. An Owner intending to sell or transfer his/her Unit, or any interest therein, shall give to the Association notice of such intention, together with a copy of the proposed sales contract or transfer agreement, the name and address of the intended purchaser(s) or transferee(s) and such other information concerning the intended purchaser(s) or transferee(s) as the Association may reasonably require (including, but not limited to, information sufficient to allow the Association or its management company to conduct, or have conducted, a background check of the prospective purchaser(s) or transferee(s), and all prospective occupants). All applications for sale of a Unit must be accompanied by payment of a screening fee, in an amount set by the Board of Directors from time to time, not to exceed the maximum amount allowed by law (currently \$100 per applicant, with spouses, and parent/dependent child considered a single applicant).

(a) Failure to Give Notice. If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership of a Unit, or any interest therein, the Association at its election and without notice may approve or disapprove the transaction.

(b) Certificate of Approval. Within thirty (30) days after receipt of such notice and all information required by the Association, the Association must either approve or disapprove the proposed sale or transfer. If approved, the approval shall be stated in a certificate executed by the President and Secretary in recordable form and shall be delivered to the Owner and may be recorded in the Public Records of Pinellas County, Florida, at the expense of the purchaser(s).

(c) Disapproval of Association; Grounds for Disapproval; Exceptions. The foregoing provisions of this Section shall not apply to Units

purchased by the Association. Grounds for disapproval of sales shall include, but not be limited to, any of the following factors:

(i) Criminal Activity. The person seeking approval (which includes all proposed occupants) has been convicted of a criminal offense involving violence to persons, theft or destruction of property; a felony demonstrating dishonesty or moral turpitude; a criminal offense involving illegal drugs; or a criminal offense involving sexual battery, sexual abuse or lewd and lascivious behavior.

(ii) Violation of Association Governing Documents. The sale, or the application for approval, on its face, or the conduct of the applicant (including all proposed occupants), indicates that the person seeking to purchase (including all proposed occupants) is acting or intends to act in a manner inconsistent with the Association's Governing Documents, or that the sale, if approved, would result in a violation of the Association Governing Documents.

(iii) Nuisance. The person seeking approval (including all proposed occupants) has a history of disruptive behavior or disregard for the rights or property of others as evidenced by criminal history, conduct in other communities, social organizations, or associations; or by conduct in this community as a lessee, occupant, or guest.

(iv) No Cooperation. The person seeking approval (including all proposed occupant(s)) or the Owner has failed to provide the information required to process the application in a timely manner; has materially misrepresented any fact or information provided in the application or screening process; has failed to pay the transfer/approval fee, or payment has been dishonored; has failed to make an appointment for or attend the orientation/interview (if one is required); or has not agreed, failed to provide, or refused to release to the Association the background investigation.

(v) Delinquency. The person seeking to sell the Unit is delinquent in the payment of any Assessments, charges, fines, or other sums owed to the Association, or such Assessments, Charges, fines or other sums owed to the Association have not been paid in full.

PLEASE NOTE: NEW LANGUAGE INDICATED BY UNDERLINING; DELETED TEXT INDICATED BY STRIKETHROUGHS; UNAFFECTED TEXT INDICATED BY "..."

Certified Copy

I certify the attached is a true and correct copy of the Articles of Incorporation of MARINA BAY MASTER COMMUNITY ASSOCIATION, INC., a Florida corporation, filed electronically on July 21, 2005, as shown by the records of this office.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N05000007479.

Authentication Code: 050722103622-700057770437#1

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Twenty Second day of July, 2005



Glenda E. Hood
Glenda E. Hood
Secretary of State

**Electronic Articles of Incorporation
For**

N05000007479
FILED
July 21, 2005
Sec. Of State
Ipoole

MARINA BAY MASTER COMMUNITY ASSOCIATION, INC.

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

MARINA BAY MASTER COMMUNITY ASSOCIATION, INC.

Article II

The principal place of business address:

3001 NORTH ROCKY POINT DRIVE EAST
SUITE 335
TAMPA, FL. US 33607

The mailing address of the corporation is:

3001 NORTH ROCKY POINT DRIVE EAST
SUITE 335
TAMPA, FL. US 33607

Article III

The specific purpose for which this corporation is organized is:

TO OPERATE A DEVELOPMENT CONSISTING OF RESIDENTIAL PROPERTY
KNOWN AS MARINA BAY, WHICH IS SITUATED ON REAL PROPERTY
LYING AND BEING IN PINELLAS COUNTY, FLORIDA.

Article IV

The manner in which directors are elected or appointed is:

AS STATED IN THE BYLAWS.

Article V

The name and Florida street address of the registered agent is:

DAVID B WILLIAMS
220 SOUTH FRANKLIN STREET
TAMPA, FL. 33602

I certify that I am familiar with and accept the responsibilities of registered agent.

N0500007479
FILED
July 21, 2005
Sec. Of State
Ipole

Registered Agent Signature: DAVID B. WILLIAMS

Article VI

The name and address of the incorporator is:

REZA YAZDANI
3001 NORTH ROCKY POINT DRIVE EAST
SUITE 335
TAMPA, FL 33607.

Incorporator Signature: REZA YAZDANI

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
REZA YAZDANI
3001 NORTH ROCKY POINT DRIVE E, SUITE 335
TAMPA, FL. 33607 US

Title: VP
SUE YAZDANI
3001 NORTH ROCKY POINT DRIVE E, SUITE 335
TAMPA, FL. 33607 US

Title: AVP
VICKI L ROJO
3001 NORTH ROCKY POINT DRIVE E, SUITE 335
TAMPA, FL. 33607 US

Prepared by and return to:
Anne M. Hathorn, Esq.
Becker & Potakoff, P.A.
311 Park Place Blvd, Suite 250
Clearwater, FL 33759

**CERTIFICATE OF AMENDED
ARTICLES OF INCORPORATION FOR
MARINA BAY MASTER COMMUNITY ASSOCIATION, INC.**

WE HEREBY CERTIFY THAT the attached Amended Articles of Incorporation for Marina Bay Master Association, Inc. were duly adopted in the manner provided in the Governing Documents..

IN WITNESS WHEREOF, we have affixed our hands this 26 day of September, 2008, at 4500 31st Ave So, Pinellas County, Florida.

WITNESSES

Sign Vicki L. Rojo

Print Vicki L. Rojo

Sign Sue Yazdani

Print Sue Yazdani

Marina Bay Master Association, Inc.

By: [Signature]
Reza Yazdani, President

STATE OF FLORIDA)
) SS
COUNTY OF PINELLAS)

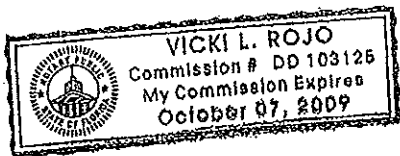
The foregoing instrument was acknowledged before me this 26 day of September, 2008, by Reza Yazdani, as President of Marina Bay Master Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced Florida Driver License as identification.

NOTARY PUBLIC:

SIGN Vicki L. Rojo

PRINT Vicki L. Rojo
State of Florida at Large

My Commission Expires:





FLORIDA DEPARTMENT OF STATE
Division of Corporations

September 12, 2008

ANNE HATHORN
BECKER POLIAKOFF
3111 PARK PLACE BLVD, SUITE 250
CLEARWATER, FL 33759-3977

Re: Document Number N05000007479

The Amended and Restated Articles of Incorporation for MARINA BAY MASTER COMMUNITY ASSOCIATION, INC., a Florida corporation, were filed on September 10, 2008.

The certification you requested is enclosed.

Should you have any questions concerning this matter, please telephone (850) 245-6050, the Amendment Filing Section.

Sylvia Gilbert
Regulatory Specialist II
Division of Corporations

Letter Number: 908A00049966

State of Florida



Department of State

I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on September 10, 2008, for MARINA BAY MASTER COMMUNITY ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N05000007479.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Twelfth day of September, 2008



Kurt S. Browning
Kurt S. Browning
Secretary of State

Articles of Amendment
to
Articles of Incorporation
of

MARINA BAY MASTER COMMUNITY ASSOCIATION
(Name of corporation as currently filed with the Florida Dept. of State)

N 05 000007479
(Document number of corporation (if known))

2009 SEP 10 AM 3:09
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

NEW CORPORATE NAME (if changing):

(must contain the word "corporation," "incorporated," or the abbreviation "corp." or "inc." or words of like import in language; "Company" or "Co." may not be used in the name of a not for profit corporation)

AMENDMENTS ADOPTED- (OTHER THAN NAME CHANGE) Indicate Article Number(s) and/or Article Title(s) being amended, added or deleted: (BE SPECIFIC)

THE ARTICLES OF INCORPORATION ARE
AMENDED AND RESTATED IN THEIR ENTIRETY.

(Attach additional pages if necessary)
(continued)

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
MARINA BAY MASTER COMMUNITY ASSOCIATION, INC.,
A FLORIDA NOT-FOR-PROFIT CORPORATION

The undersigned, in accordance with the provisions of §617.0202, Florida Statutes, hereby amend and restate these Articles of Incorporation in their entirety.

Article I
Name

The name of the corporation is MARINA BAY MASTER COMMUNITY ASSOCIATION, INC. The street address of the initial principal office of the corporation is 3001 North Rocky Point Drive, Suite 335, Tampa, Florida 33607.

Article II
Purposes

The purpose for which the corporation is organized as a non-profit corporation in accordance with the provisions of Chapters 617 and 720, Florida Statutes, is to operate a development consisting of residential property known as Marina Bay, which is situated on real property lying and being in Pinellas County, Florida and more particularly described in the Declaration of Covenants, Conditions and Restrictions for Marina Bay (the "Master Declaration"). The corporation shall make no distributions of income to its members, directors or officers.

Article III
Powers

The corporation shall have all the powers set forth and described in Chapters 617 and 720, Florida Statutes, as presently existing or as may be amended from time to time, together with those powers conferred by the Master Declaration, these Articles of Incorporation and all lawful Bylaws of the corporation.

Article IV
Duration

The term for which the corporation is to exist is perpetual unless the corporation is dissolved pursuant to an applicable provision of the Florida Statutes. Any dissolution of the corporation shall comply with the Master Declaration. If the Association is dissolved, the control or right of access to the property containing the surface water management system facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility and if not accepted, then the surface water management system facilities shall be conveyed to a non-profit corporation similar to the Association.

Article V
Incorporators

The names and address of the incorporators of these Articles of Incorporation are:

Reza Yazdani	3001 North Rocky Point Drive Suite 335 Tampa, Florida 33607
Sue Yazdani	3001 North Rocky Point Drive Suite 335 Tampa, Florida 33607
Vicki L. Rojo	3001 North Rocky Point Drive Suite 335 Tampa, Florida 33607

Article VI
Board of Directors

The corporation shall be governed by a Board of Directors consisting of not less than three (3) as more particularly set forth in the Bylaws of the corporation. The initial Board of Directors shall consist of three (3) members. The names and addresses of the persons who are to serve as the Directors until the first election are:

Reza Yazdani	3001 North Rocky Point Drive Suite 335 Tampa, Florida 33607
Sue Yazdani	3001 North Rocky Point Drive Suite 335 Tampa, Florida 33607
Vicki L. Rojo	3001 North Rocky Point Drive Suite 335 Tampa, Florida 33607

The above named directors shall hold office until the next succeeding annual election of directors or until their successors are elected and qualify or their earlier death, resignation or removal.

Article VII
Officers

The affairs of the corporation are to be managed by a President, a Vice-President, a Secretary, a Treasurer and such other officers as the Bylaws of the corporation may provide for

from time to time. All officers shall be elected at the first meeting of the Board of Directors following the annual meeting of the corporation and shall hold office until the next succeeding annual election of officers or until their successors are elected and qualify or their earlier death, resignation or removal. The names of the officers who are to serve until the first election or appointment under the Bylaws are:

Reza Yazdani	President
Sue Yazdani	Vice President
Sue Yazdani	Secretary/Treasurer

Article VIII Bylaws

The initial Bylaws of the corporation shall be adopted by the Board of Directors and may be amended, altered, rescinded, or added to in the manner provided in the Bylaws.

Article IX Amendments

For the purposes of this Article IX to these Articles of Incorporation, defined terms used herein and not otherwise defined in these Articles have those meanings set forth in the Master Declaration.

Prior to the expiration of the Class B Control Period, Declarant may unilaterally amend these Articles of Incorporation. No Owner, mortgagee or any other Party shall be required to join in or consent to such amendment.

Thereafter and otherwise, these Articles may be amended only by the affirmative vote or written consent, or any combination thereof, of Members votes representing sixty-seven (67%) percent of the total Member votes in the Association and the affirmative vote or written consent of the Declarant, so long as the Declarant owns any property subject to the Master Declaration.

If a Member consents to any amendment to these Articles, it will be conclusively presumed that such Member has the authority so to consent and no contrary provision in any contract or agreement between the Member and a third party will affect the validity of such amendment.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

Article X Members

The corporation shall be a membership corporation without certificates or shares of stock. The members of the corporation shall be as determined in the Bylaws of the corporation.

Article XI
Indemnification

To the fullest extent permitted by Florida law, the corporation shall indemnify any and all persons who may serve or who have served at any time as directors, officers or committee members, and their respective heirs, administrators, successors and assigns against any and all expenses, including amounts paid upon judgments, counsel fees, and amounts paid in settlement (before or after suit is commenced and if approved by the then Board of Directors), actually and necessarily incurred by such persons in connection with the defense or settlement of any claim, action, suit or proceeding in which they or any of them are made parties, or a party, or which may be asserted against them or any of them, by reason of having been directors, officers or committee members of the corporation, except in such cases wherein the director, officer or committee member is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties. Such indemnification shall be in addition to any rights to which those indemnified may be entitled under any other law, bylaw, agreement, vote of member or otherwise.

Article XII
SWFWMD Requirements

The Association agrees to operate and maintain the surface water management system as provided in the Master Declaration. The Association shall have the power to do the following:

- a. Own and convey property.
- b. Operate and maintain the surface water management system facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.
- c. Establish rules and regulations.
- d. Assess members and enforce assessments.
- e. Sue and be sued.
- f. Contract for services to provide for operation and maintenance of the surface water management system facilities if the Association contemplates employing a maintenance company.
- g. Require all the lot owners, parcel owners or unit owners to be members.
- h. Take any other action necessary for the purposes for which the Association is organized.

In witness whereof, the undersigned incorporators have executed these Articles of Incorporation.

REZA YAZDANI

SUE YAZDANI

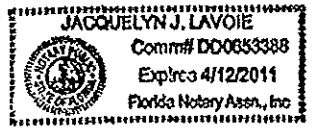
VICKI L. ROJO

STATE OF FLORIDA)
)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 27th day of July, 2007 by VICKI L. ROJO. She () is personally known to me or () has produced _____ as identification (check one).

Jacquelyn J. Lavoie
Name: Jacquelyn J. Lavoie (print)

(NOTARY SEAL)



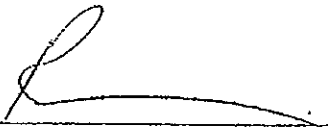
NOTARY PUBLIC, State of Florida at Large
Commission No. _____
Commission Expiration Date: _____

The date of adoption of the amendment(s) was: 7-27-07

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Adoption of Amendment(s) (CHECK ONE)

- The amendment(s) was (were) adopted by the members and the number of votes cast for the amendment was sufficient for approval.
- There are no members or members entitled to vote on the amendment. The amendment(s) was (were) adopted by the board of directors.

Signature 
(By the chairman or vice chairman of the board, president or other officer- if directors have not been selected, by an incorporator- if in the hands of a receiver, trustee, or other court appointed fiduciary, by that fiduciary.)

REZA YAZDANI
(Typed or printed name of person signing)

PRESIDENT
(Title of person signing)

FILING FEE: \$35