

**DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR MARINA BAY VILLAS**

**THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS** is made on this 5<sup>th</sup> day of August 2016, by ETHOS DEVELOPMENT, LLC, a Florida limited liability company, hereinafter referred to as "Declarant."

**WITNESSETH**

**WHEREAS**, Declarant is the owner of the real property in Pinellas County, Florida (the "Property"), more particularly described as follows:

SEE EXHIBIT "A" attached hereto and incorporated by reference.

**WHEREAS**, Declarant intends to develop the Property into a residential community;

**WHEREAS**, the Property is subject to the terms and conditions of the Master Declaration of Covenants, Conditions, and Restrictions for Marina Bay recorded in Official Records Book 14496, Page 1620, of the Public Records of Pinellas County, Florida (the "Master Declaration");

**WHEREAS**, in addition to the Master Declaration, Declarant desires to impose a limited common plan of development and enjoyment upon the Property to protect its value and desirability;

**NOW, THEREFORE**, the Declarant hereby declares that the Property described above and any additional property which is hereafter subjected to this Declaration by Supplemental Declaration (as defined herein) shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with the real property subjected to this Declaration and which shall be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors, successors in title, and assigns, and shall inure to the benefit of each owner thereof.

**ARTICLE I  
DEFINITIONS**

Unless the context expressly requires otherwise, the following terms mean as follows wherever used in this Declaration, the Association's Articles of Incorporation ("Articles"), or the Association's By-Laws ("By-Laws") attached hereto as Exhibits "B" and "C", respectively.

Section 1. "Articles" means the Articles of Incorporation of the Association, as may be amended from time to time.

Section 2. "Assessment" means the amount of money assessed against an Owner for the payment of the Owner's share of common fees, expenses and any other funds which an Owner may be required to pay to the Association as set out by this Declaration, the Articles or the By-Laws.

Section 3. "Association" means Marina Bay Villas Homeowners' Association, Inc., a corporation not for profit organized or to be organized pursuant to Chapter 617, Florida Statutes, its successors and assigns. The Association shall be a Neighborhood Association as defined in the Master Declaration.

Section 4. "Board" means the Association's Board of Directors.

Section 5. "Declarant" means Ethos Development, LLC, a Florida limited liability company, hereinafter referred to as "Declarant" and its successors and assigns, if such successors and assigns are designated in writing as the successors and assigns of Declarant's rights hereunder. Unless specifically assumed, an assignee Declarant shall not be liable for acts or omissions made by or on behalf of an assignor Declarant prior to the date of assignment. Declarant may make a partial assignment of any of its rights or obligations hereunder, and retain similar rights.

Section 6. "Dwelling" shall mean a residential dwelling constructed upon a Unit.

Section 7. "Law" includes any statute, ordinance, rule, regulation, or order validly created, promulgated, or adopted by the United States, or any of its agencies, officers or instrumentalities, or by the State of Florida, or any of its agencies, officers, municipalities, or political subdivisions, or by any officer, agency, or instrumentality of any such municipality or subdivision, and from time to time applicable to the Properties or to any activities on or about the Properties.

Section 8. "Maintenance" means the exercise of reasonable care to keep buildings, homes, drives, landscaping, lighting, signage, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted.

Section 9. "Master Association" shall be the Marina Bay Master Community Association, Inc.

Section 10. "Member" means every Person who holds membership in the Association.

Section 11. "Mortgage" means any mortgage, deed of trust, or other instrument transferring any interest in a Unit as security for the performance of an obligation. "First Mortgage" means any mortgage constituting a valid lien prior in dignity to all other mortgages encumbering the same property.

Section 12. "Mortgagee" means any Person named as the obligee under any Mortgage, or the successor in interest to such Person.

Section 13. "Owner" means one or more Persons other than the Declarant who holds title to any Unit which is part of the Properties, but excluding builders and any other Person holding such fee simple title only as security for the performance of an obligation.

Section 14. "Person" means any natural person or artificial entity having legal capacity.

Section 15. "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto, together with such additional property as is hereafter subjected to this Declaration by Supplemental Declaration.

Section 16. "Recorded" means filed for record in the Public Records of Pinellas County, Florida.

Section 17. "Supplemental Declaration" shall mean an amendment or supplement to this Declaration executed by or consented to by Declarant which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional restrictions, easements, covenants, conditions and obligations on the land described therein.

Section 18. "Unit" shall mean a platted parcel of land shown on a recorded subdivision plat or replat of any part of the Properties, as recorded in the Public Records of Pinellas County Florida. The term shall include all portions of the Unit as well as any structure thereon.

## ARTICLE II MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every Owner of a Unit is a Member of the Association. If title to a Unit is held by more than one Person, each such Person is a Member. An Owner of more than one Unit is entitled to one membership for each Unit owned. Each membership is appurtenant to the Unit upon which it is based and it is transferred automatically by conveyance of title to that Unit and may not be separated from ownership of a Unit. No Person except an Owner may be a Member of the Association, and a membership in the Association may not be transferred except by transfer of title to a Unit.

Section 2. Voting. The Association shall have two classes of voting membership:

"Class A". Class "A" Members shall be all Owners of a single-family attached Dwelling on a Unit, with the exception of the Declarant, and shall be entitled to one vote for each Unit owned.

"Class B". Class "B" Member shall be the Declarant, and shall be entitled to five (5) votes for each Unit owned. The Class "B" membership shall cease and be converted to Class "A" membership upon the earlier of three months after ninety percent (90%) of the Units have been conveyed to Members, or when the Declarant waives its rights to Class "B" rights in writing, whichever occurs earlier.

The Class "B" Member shall be entitled to appoint all of the members of the Board until the Class "B" membership ceases. The Class "B" member shall be entitled to one (1) vote in the Master Association which shall be cast by the Declarant.

This Section 2 shall not be amended without the express, written consent of the Class "B" Member as long as the Class "B" membership exists.

When more than one Person holds an interest in any Unit, all such Persons shall be Members. The vote for such Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Unit.

Section 3. Services. The Association may obtain and pay for the services of any Person to manage its affairs to the extent the Board deems advisable, as well as such other personnel as the Board determines are necessary or desirable for the proper operation of the Properties, whether such personnel are furnished or employed directly by the Association or by any Person with whom it contracts. Without limitation, the Board may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of this Declaration, or the Articles, By-Laws, rules and regulations.

Section 4. Amplification. The provisions of this Declaration may be amplified by the Articles and By-Laws of the Association, but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in the Declaration, or any Supplemental Declaration. The Declarant intends that the provisions of this Declaration and any Supplemental Declaration, on the one hand, and the Articles and By-Laws on the other hand, be interpreted, construed and applied to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Declarant intends that the provisions of this Declaration, or any Supplemental Declaration, control anything to the contrary in the Articles or By-Laws.

Section 5. Membership in the Master Association. The Association shall be a member of the Master Association and shall participate in the affairs of the Master Association as more specifically set forth in the Bylaws and the most senior elected official in the Association shall be the Voting Member (as defined in the Master Declaration) of the Association.

**ARTICLE III  
MAINTENANCE**

Section 1. Dwelling and Structures. Each Owner has a duty of exterior Maintenance of the Dwelling and Unit, including any and all easement areas upon such Owner's Unit, and shall repair, replace and maintain the roof, gutter, downspout, walks, exterior building surfaces, windows, doors, trim, driveways, and other exterior improvements to Owner's Unit, seawall and attachments from time to time situated on such Owner's Unit. Each Owner shall keep and maintain the Dwelling and Unit in good condition and repair, including but not limited to repairing and painting (or other appropriate external care) of all portions of the Dwelling and all structures and improvements to the Unit.

Section 2. Easements, Waste, Right of Abatement. No Owner shall permit any waste to the exterior portions of such Owner's Dwelling and Unit. Each Owner must make all repairs, Maintenance and replacements necessary to attachments and appurtenant driveways, if any, in a safe, sanitary and reasonably attractive condition. Should an Owner fail to meet the minimum standards for Maintenance, then the Association shall have a Right of Abatement pursuant to Article VI, Section 1 hereof and may perform or have performed the necessary required Maintenance and thereafter specifically assess such Owner for such costs pursuant to Article IV, Section 2 hereunder.

Section 3. Exterior Maintenance. The Association has no duty of exterior Maintenance with respect to any Dwelling.

**ARTICLE IV  
ASSESSMENTS**

Section 1. Assessments Established. For each Unit with completed improvements, as evidenced by availability of a certificate of occupancy, Declarant covenants, and each Owner of a Unit by acceptance of a deed thereto, whether or not it is so expressed in such deed, is deemed to covenant and agree, to pay to the Association:

- (a) All Assessments due and owing under the provisions of the Master Association with respect to such Unit within the Properties including, but not limited to, Common Assessments, Neighborhood Assessments, Neighborhood Expenses and Special Assessments (all as defined in the Master Declaration); and
- (b) Specific Assessments, as provided in Section 2 of this Article; and
- (c) All excise taxes, if any, that from time to time may be imposed by Law upon all or any portion of the Assessments established by this Article; and
- (d) Interest and costs of collection of such Assessments, including reasonable attorney's fees, as provided in this Declaration; and

All of the foregoing are a continuing charge on the Unit and secured by a continuing lien upon the Unit against which each Assessment is made, as provided in Section 4 below. Each such Assessment, together with excise taxes (if any), interest and all costs and expenses of collection, including reasonable attorney's fees, also is the personal obligation of the Person who was the Owner of such Unit when such Assessment became due. A Unit Owner is jointly and severally liable with the previous Owner for all unpaid Assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the Owner may have to recover from the previous Owner the amounts paid by the Owner.

Section 2. Specific Assessments. Any fine and any and all accrued, liquidated indebtedness of any Owner to the Association arising under the provision of this Declaration, or by contract expressed or implied, or because of any act or omission of any Owner or Person for whom such Owner is responsible, also may be assessed by the Association against such Owner's Unit after such Owner fails to pay it within thirty (30) days after written demand.

Section 3. Commencement. The obligation to pay the Assessments provided for herein shall commence as to each Unit on the first day of Declarant's first conveyance of title to a Unit that has been improved by a Dwelling and having a certificate of occupancy to an Owner. Declarant may be excused, in its sole discretion, from payment of Assessments for any Unit owned by Declarant during such period of time that it shall obligate itself to pay any operating expenses incurred by the Association that exceed the Assessments receivable from other Members.

Section 4. Assessment Lien. All sums assessed to any Unit, together with interest and all costs and expenses of collection, including reasonable attorneys' fees and late fees, are secured by a continuing lien on such Unit in favor of the Association. Such lien is subject and inferior to any lien under the Master Declaration, which shall relate back to the date of recording the Master Declaration and the lien for all sums secured by any First Mortgage encumbering such Unit, but all other lienors acquiring liens on any Unit after this Declaration is Recorded are deemed to consent that such liens are inferior to the lien established by this Declaration, whether or not such consent is set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association may, but is not required to, from time to time, record a Notice of Lien to further evidence the lien established by this Declaration, which shall relate back to the recording of this Declaration.

Section 5. Association Remedies. Any Assessment not paid within ten (10) days after its due date shall be deemed delinquent, shall bear interest from its initial due date at the maximum rate of interest allowed by Law and shall be subject to a late charge for costs of collection. The Association may sue the Owner personally obligated to pay such Assessment for a money judgment, or it may foreclose its lien against such Owner's Unit, or both. A suit to recover a money judgment for unpaid Assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien, or its priority. No Owner may waive or escape liability for the Association's Assessments by non-use of the Common Area as defined in the Master Declaration or by abandonment of such Owner's Unit.

Section 6. Foreclosure. The lien for sums assessed pursuant to this Article may be enforced by a judicial foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In such foreclosure, the Owner is required to pay all costs and expenses of foreclosure including reasonable attorney's fees. All such costs and expenses are secured by the lien foreclosed. Such Owner also is required to pay to the Association all Assessments against the Unit that become due during the period of foreclosure, which also are secured by the lien foreclosed and will be accounted and paid as of the date the Owner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure sale, or to acquire such Unit by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, use and otherwise deal with such Unit as its Owner for purposes of resale only. If any foreclosure sale results in a deficiency, the Association may petition the Court having jurisdiction of the foreclosure to enter a personal judgment against the Owner for such deficiency.

Section 7. Lien Subordination. Sale or transfer of any Unit does not affect the Assessment lien, except that the liability of a first Mortgagee, or its successor or assignee as a subsequent holder of the First Mortgage who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments that became due before the Mortgagee's acquisition of title, shall be the lesser of the Assessment that accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association, or one percent (1%) of the original mortgage debt. Such limitation on first Mortgagee liability applies only if the First Mortgagee filed suit against the Owner and initially joined the Association as a defendant in the Mortgagee foreclosure action. No such sale or transfer relieves such Unit from liability for Assessments thereafter becoming due or from the lien thereof. Nothing herein shall limit the Association's right to collect such amounts from the Owners personally liable for their payment.

Section 8. Homestead. By acceptance of a deed thereto, each Owner of each Unit is deemed to acknowledge conclusively that (i) the Assessments established by this Article are for the improvement and maintenance of any homestead thereon; and (ii) the Association's lien for such Assessments has priority over any such homestead; and (iii) such Owner irrevocably waives the benefit of any homestead exemption otherwise available with respect to all amounts secured by such lien.

#### ARTICLE V GENERAL COVENANTS AND RESTRICTIONS

In addition to the use restrictions imposed upon the Property by Article XII, Master Declaration, the following covenants, conditions, restrictions, and easements are herewith imposed on the Property:

Section 1. Single Family Use. Each Unit may be improved and used for residential purposes only and only attached single-family homes. No trade, business, or profession of any kind may be conducted on any Unit except for the business of the Declarant and its transferees in developing the Properties or a home occupation as approved by Pinellas County which is not detectable by sight, sound or odor from the exterior of the home. Except as provided herein for

the Declarant, all home business uses which require employees, contractors, customers or clients to visit the Unit or the storage of flammable materials are prohibited.

Section 2. Antennae and Clothestines. No radio or television transmission or radio reception antennae, apparatus or tower shall be erected on the Properties or any Unit or Dwelling. Notwithstanding the above, a satellite dish antenna of twenty-four (24) inches in length or diameter or any other device designed and used for the reception of over the air broadcast television signals may be installed only on property owned and maintained by the Owner, so long as such antenna or other device is not visible from the front of the Dwelling. All drying or hanging, for any purpose, of clothes, towels or other unsightly objects by line, rack or otherwise, which is visible outside a Dwelling, shall be prohibited.

Section 3. Window Air Conditioners. No window air conditioning units shall be installed without prior written approval of the Association.

Section 4. Trailers, Trucks, Containers, School Buses, Boats, Boat Trailers. No house trailer or mobile home, school bus, truck, trailer of any kind, storage container, moving container, commercial vehicle, recreational vehicle, boat or boat trailer shall be kept, stored or parked overnight either on any street or on any Unit, except within an enclosed garage or completely screened from view as approved in writing by the Association. Notwithstanding the foregoing, passenger automobiles may be parked in driveways. There shall be no major or extended repair or overhaul performed on any vessel or vehicle on the Units. Routine mechanical maintenance such as changing engine fluids, spark plugs, or brake pads is prohibited. Emergency repairs such as changing a tire or jump-starting a battery shall be permitted. No vehicle which is not suitable for lawful travel upon the highways of the State of Florida shall be kept or stored in open view upon any Unit, driveway, or street within the Common Area as defined in the Master Declaration or within the Properties. All vehicles and trailers shall have current license plates. If any vehicle, boat, container or trailer is in violation of this provision, the Association shall have the immediate right to have the offending vehicle, boat, container or trailer towed away at the expense of the owner thereof.

Section 5. Garbage and Refuse Disposal. No Unit shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers designed for that purpose and of the type selected by the Association. All incinerators or other equipment for the storage or disposal of such waste material shall be kept in a clean and sanitary condition. All garbage and trash cans and containers shall be kept in the garage, except on the days of collection. If such litter or other materials are found on any Unit, the same shall be removed by the Owner of such Unit, at the Owner's expense. Trash for pickup may be put out no more than 12 hours prior to pickup, and trash containers must be stored out not more than 12 hours after pickup.

Section 6. Utility Facilities. Declarant reserves the right to approve the necessary construction, installation, and maintenance of utility facilities, including but not limited to water, telephone, cable television and sewage systems, which may be in variance with these restrictions. No well may be drilled or maintained on a Unit.



Section 7. Aluminum on Windows. No Dwelling shall have aluminum foil placed in any window or glass door or any reflective substance placed on any glass, except as may be approved by the Association for energy conservation purposes.

Section 8. Pets. Pets of the customary household variety such as cats, dogs and small birds may be kept by an Owner, but only if such pet does not cause a disturbance or a nuisance on the Properties as defined in the Master Declaration. No animal may be kept, bred or raised upon any portion of the Unit for commercial purposes of any kind whatsoever. The Board of Directors may, by reasonable rule, promulgate additional rules and regulations from time to time designating other rules as necessary to regulate pets, restrict the type of pets which may be kept and restrict the area where pets may be walked. Any pet must be carried or kept on a leash when outside the Dwelling. No pet shall be kept outside of a Dwelling or on any porch, patio, terrace or balcony. The Owner shall indemnify the Association and the Master Association and hold both Associations harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal on the Properties as defined in the Master Declaration. If an animal becomes obnoxious by barking or otherwise, the Owner must cause the problem to be corrected; or, if it is not corrected, the Owner upon written notice by the Board of Directors, shall be required to permanently remove the animal from the Properties. No large birds or exotic pets such as snakes and reptiles shall be permitted on any portion of the Properties.

Section 9. Nuisance. No nuisances, as defined and determined in the sole opinion of the Association, shall be allowed to exist within the Properties, nor shall any use or practice be allowed that is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the Properties by its residents.

Section 10. Bicycles. Bicycles must be stored inside the Dwelling. Bicycle racks are prohibited.

Section 11. Rules and Regulations. As provided in the Bylaws, the Association, from time to time may adopt, alter, amend, rescind and enforce reasonable rules and regulations governing the use of the Properties, consistent with the rights and duties established by this Declaration. The Association's procedures for enforcing its rules and regulations at all times must provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person, or through representatives of such Owner's choosing, or both. No Owner, invitee, or Person residing within the Properties may violate the Association's rules and regulations for the use of the Properties. All Owners and other Persons residing within the Properties, and their invitees, at all times will do all things reasonably necessary to comply with such rules and regulations. Wherever any provision of this Declaration restricts or prohibits any activity, condition or structure within the Properties except as permitted by the Association's rules and regulations, such restriction or prohibition is self-executing until the Association promulgates rules and regulations expressly permitting such activities. Without limitation, any rules or regulation will be deemed "promulgated" when mailed to all Owners at the address shown on the Association's books or when posted at a conspicuous place on the Properties from time to time designated by the Association for such purpose.

**ARTICLE VI  
GENERAL PROVISIONS**

Section 1. Enforcement. The Association, Declarant, or any Owner, has the right to enforce, by any appropriate proceeding, all restrictions, conditions, covenants, easements, reservations, rules, regulations, liens and charges now or hereafter imposed by, or pursuant to, the provisions of this Declaration. If any Owner or the Association is the prevailing party in any litigation involving this Declaration, then that party also has the right to recover all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any. If the Association employs an attorney to enforce the provisions of this Declaration against any Owner, regardless of whether suit is brought, the costs and expenses of such enforcement, including reasonable attorneys' fees, may be assessed against such Owner's Unit as provided in Article IV, Section 2. Failure by the Association or any Owner to enforce any provisions contained in this Declaration does not constitute a waiver of the right to do so at any time. Declarant also has the right to enforce all provisions of this Declaration relating to the use, maintenance, and preservation of the Properties; and, if Declarant is the prevailing party in any litigation involving this Declaration, to recover all of Declarant's costs and expenses incurred, including reasonable attorneys' fees.

The Association may impose fines against any Member, tenant, guest, or invitee, for violation of the provisions of this Declaration. Such fines shall comply with the requirements of Florida law and may be imposed only after a hearing before a committee of three Members appointed by the Board who are not officers, directors or employees of the Association or the spouse, parent, child, brother, or sister of an officer, director, or employee of the Association, with fourteen (14) days' notice to the Person sought to be fined. A fine may be levied on the basis of each day of continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed one hundred dollars (\$100.00) per day per violation.

After reasonable notice and an opportunity to cure any violation of these restrictions, conditions, covenants, easements, reservations, rules or regulations now or hereafter imposed by or pursuant to this Declaration, the Association shall have a Right of Abatement. The Association's Right of Abatement may be exercised by the Board, in its sole discretion, by entering upon any Unit, after reasonable notice via certified mail, return receipt requested to the Owner of that Unit. Any such entry by the Board or its agents or contractors shall not be deemed to be a trespass. All expenses incurred in the exercise of the Association's Right of Abatement shall be chargeable against the Unit and the Owner of the Unit as a Specific Assessment pursuant to Article IV, Section 2 hereof.

Section 2. Rights of Mortgagees. By agreement between any Owner and the holder of any Mortgage on such Owner's Unit, any and all membership rights of such Owner may be assigned to, and exercised by, such Mortgagee as collateral or additional security for performance of the obligations secured by such Mortgage; but no such assignment or delegation will bind the Association until the Association has received written notice thereof.

Section 3. Severability. Invalidation of any particular provision of this Declaration by judgment or court order will not affect any other provision, all of which will remain in full

force and effect provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision of this Declaration when necessary to avoid a finding of invalidity which otherwise effectuate Declarant's intent of providing a comprehensive plan for the use, development, sale and beneficial enjoyment of the Properties.

Section 4. Term. The provisions of this Declaration will run with and bind the Properties, and will inure to the benefit of and be enforceable by the Association for so long as the Properties are used in whole or in part as a residential community, and in all events, for at least thirty (30) years following the date this Declaration is Recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 5. Amendment. So long as the Declarant shall own any Unit or have the right to subject additional properties to the Declaration, Declarant may unilaterally amend this Declaration and no Owner, Mortgagee or any other Person shall be required to join in or consent to any such amendment.

Thereafter and otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Member 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 this Declaration. Any amendment, to be effective, must be recorded in the public records of Pinellas County, Florida.

If a Member consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Member has the authority to so consent and no contrary provision in any Mortgage or contract 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 express prior written consent of Declarant or the assignee of such right or privilege, and no Rules and Regulations shall be adopted by the Association which shall restrict, impair or in Declarant's sole judgment adversely affect Declarant's activities or marketing and sale of the remaining Units in the development, whether or not such activities are enumerated in the preceding paragraphs.

Section 6. Easements for De Minimis Unintentional Encroachments. Where necessary and appropriate, Declarant and/or the Association, whichever is in control of the particular portion of the Properties at the time, may grant easements for de minimis unintentional encroachments.

Section 7. Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural, and vice versa; the use of the terms "including" or "include" is without limitation; the terms "Common Area", "Unit", and "Properties" include both any portion applicable to the context and any and all improvements, fixtures, trees vegetation, and other property from time to time situated thereon; and use of the words "must" and "will" is intended to have the same legal effect as the word "shall". This Declaration should be construed in favor

of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Properties as a residential community by providing a common plan for their development and enjoyment.

Section 8. Annexation. Within ten (10) years of the date of execution of this Declaration, Declarant may add lands contiguous to the Property or which are adjacent to roadways bordering the Property, by the filing of a Supplemental Declaration declaring such annexed lands to be subject to the provisions hereof, with such modifications and additions as may be applicable to such annexed lands. Upon the filing of such a Supplemental Declaration, the Units and lands annexed thereby shall become subject to this Declaration and to the Assessment provisions hereof. Within ten (10) years of the date of execution of this Declaration, Declarant may remove any lands from the Property by the filing of a Supplemental Declaration declaring the same.

Section 9. Neighborhood. The Declarant hereby declares that the Property is designated as a Neighborhood (as defined on the Master Declaration) and that the Association shall be a Member of the Master Association as defined by the Master Declaration.

IN WITNESS WHEREOF, Declarant has executed this Declaration the date first stated above.

WITNESSES:

Bonnie L Eisencoff  
Print Name: Bonnie L Eisencoff

Kerry Valentin  
Print Name: Kerry Valentin

ETHOS DEVELOPMENT, LLC, a  
Florida Limited Liability Company

By: [Signature]  
Reza Yazdani, Managing Member

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of August, 2016 by Reza Yazdani as Managing Member of ETHOS DEVELOPMENT, LLC, a Florida Limited Liability Company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

Bonnie L Eisencoff  
Print Name: Bonnie L Eisencoff

NOTARY PUBLIC

Commission No. \_\_\_\_\_

Commission Expiration Date: \_\_\_\_\_

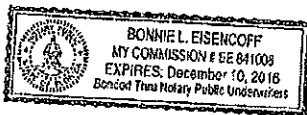


EXHIBIT "A"

Lots 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, Parcel #10-32-16-55254-014-0010  
Lot 1, Block 14, Parcel #10-32-16-55254-014-0020  
Lot 1, Block 14, Parcel #10-32-16-55254-014-0030  
Lot 1, Block 14, Parcel #10-32-16-55254-014-0040

AND

Lots 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, Parcel #10-32-16-55254-015-0010  
Lot 1, Block 15, Parcel #10-32-16-55254-015-0020  
Lot 1, Block 15, Parcel #10-32-16-55254-015-0030  
Lot 1, Block 15, Parcel #10-32-16-55254-015-0040

**EXHIBIT "B"**

**ARTICLES OF INCORPORATION  
OF  
MARINA BAY VILLAS HOMEOWNERS' ASSOCIATION, INC.  
A Florida Corporation Not For Profit**

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The undersigned, in compliance with the provisions of Chapter 617, Florida Statutes, hereby makes, subscribes, acknowledges and files with the Department of the State of Florida these Articles of Incorporation for the purpose of forming a corporation not for profit under the laws of the State of Florida.

**ARTICLE I  
NAME**

The name of the corporation is Marina Bay Villas Homeowners' Association, Inc., a Florida corporation not for profit, (hereinafter called the "Association").

**ARTICLE II  
PRINCIPAL OFFICE AND REGISTERED AGENT**

This Association's business office is 970 Lake Carillon Drive, St. Petersburg, Florida, 33716, and its registered agent at such office shall be Professional Bayway Management Company. This Association's registered office and registered agent may be changed from time to time by the Board of Directors as provided by law.

**ARTICLE III  
PURPOSE**

This Association does not contemplate pecuniary gain or profit to its members and the specific purposes for which it is formed are to provide for the maintenance, preservation and architectural control of the residential Units within that certain tract of property in Pinellas County, Florida, more particularly described in the Declaration of Covenants, Conditions, Restrictions and Easements for Marina Bay Villas Homeowners' Association, (hereinafter, the "Declaration").

**ARTICLE IV  
POWERS**

The corporation shall have all the powers set forth and described in Chapters 617 and 720 Florida Statutes, together with those powers conferred by the Declaration, these Articles of Incorporation and the Bylaws of the corporation.

**ARTICLE V  
BOARD OF DIRECTORS**

Section 1. This corporation shall be governed by a Board of Directors consisting of three (3) directors. The number of directors from time to time may be changed by amendment to this Association's By-Laws, but at all times it must be an odd number. The term of office for all directors is one year. The names and addresses of the persons who are to serve as the directors until the first election or appointment are:

Name: Reza Yazdani  
Address: 4500 54<sup>th</sup> Avenue South  
St. Petersburg, FL 33711

Name: Sue Yazdani  
Address: 4500 54<sup>th</sup> Avenue South  
St. Petersburg, FL 33711

Name: Pooya Roohi  
Address: 5155 Beach River Road  
Windermere, FL 34786

The above named directors shall hold office until the next succeeding annual election or appointment of directors or until their successors are elected and qualify or their earlier death, resignation or removal. Any director may succeed himself or herself in office. The method of election or appointment of the directors is as stated in the Bylaws. Directors need not be Association members while there exists a Class "B" member; thereafter, all directors shall be Association members.

**ARTICLE VI  
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 under the Bylaws are:

Reza Yazdani	President
Sue Yazdani	Vice President / Secretary / Treasurer

**ARTICLE VII  
MEMBERSHIP**

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 VIII  
DURATION**

The term for which the corporation is to exist is perpetual unless the corporation is dissolved pursuant to an applicable provision of Florida Statutes. 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 IX  
BY-LAWS**

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 X  
AMENDMENTS**

So long as the Declarant shall own any Unit or have the right to subject additional properties to the Declaration, Declarant may unilaterally amend these Articles and no Owner, Mortgagee or any other Person shall be required to join in or consent to any such amendment.

Thereafter and otherwise, these Articles may be amended only by the affirmative vote or written consent, or any combination thereof, of Member 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 Declaration. If a Member consents to any amendment to these Articles, it will be conclusively presumed that such Member has the authority to so consent and no contrary provision in any Mortgage or contract between the Member and a third party will affect the validity of such amendment. No amendment may revoke, remove, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

**ARTICLE XI  
INCORPORATOR**

The name and address of the incorporator of these Articles of Incorporation is:

Name:	Steven M. Wilsey
Address:	Fisher & Wilsey, P.A. 1000 16 <sup>th</sup> Street North St. Petersburg, Florida 33705



**ARTICLE XII  
INTERPRETATION**

Express reference is made to the Declaration where necessary to interpret, construe, and clarify the provisions of the Articles. Without limitation, all terms defined in the Declaration have the same meaning where used in these Articles and the By-Laws. By subscribing and filing these Articles of Incorporation, the incorporators intend its provisions to be consistent with the provisions of the Declaration and to be interpreted, construed, and applied with those of the Declaration to avoid inconsistencies or conflicting results.

**ARTICLE XIII  
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.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, I, the undersigned, constituting the incorporator of this Association, have executed these Articles of Incorporation this 5<sup>th</sup> day of August, 2016.

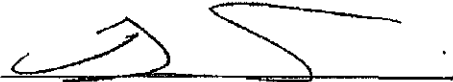
  
Steven M. Wilsey, Esquire

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE  
SERVICE OF PROCESS WITHIN THE STATE OF FLORIDA AND NAMING  
THE REGISTERED AGENT UPON WHOM PROCESS MAY BE SERVED

Marina Bay Villas Homeowners' Association, Inc., desiring to organize under the laws of the State of Florida, as a corporation not for profit with its principal office, as indicated in its Articles of Incorporation, at 970 Lake Carillon Drive, St. Petersburg, Florida, 33716, has named Professional Bayway Management Company, whose office is the same as the Association's principal office, as its registered agent to accept service of process within Florida.

ACCEPTANCE

Having been named to accept service of process for the foregoing corporation at the place designated in this certificate, I hereby agree to act in this capacity, and I further agree to comply with the provisions of all statutes, including the duties and obligations imposed by Section 617.0503, Florida Statutes, relative to the proper and complete performance of my duties.



Professional Bayway Management Company

Date: 8.3, 2016

**EXHIBIT "C"**

**BY-LAWS OF  
MARINA BAY VILLAS HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLE I  
NAME AND PRINCIPAL OFFICE**

The name of the corporation is Marina Bay Villas Homeowners' Association, Inc., hereinafter referred to as the "Association". The principal office of the Association shall be located at 970 Lake Carillon Drive, St. Petersburg, Florida, 33716, or at such other place as is designated by the Board of Directors.

**ARTICLE II  
DEFINITIONS**

The definitions as set out in the Declaration of Covenants, Conditions, Restrictions and Easements for Marina Bay Villas (the "Declaration") and the Master Declaration of Covenants, Conditions and Restrictions for Marina Bay recorded in Official Records Book 14496, Page 1620 of the Public Records of Pinellas County, Florida (the "Master Declaration") are hereby incorporated by reference.

**ARTICLE III  
MEMBERSHIP AND VOTING PROVISIONS**

Section 1. Membership. The Association shall have two (2) classes of membership, Class "A" and Class "B", as more fully set forth in the Declaration, the terms of which pertaining to membership are specifically incorporated herein by reference.

Section 2. Voting. The voting rights of the Members shall be as set forth in Article II of the Declaration and shall be exercised by the Members, also as set forth in Article II of the Declaration. The voting rights provisions of the Declaration are specifically incorporated herein. The Members shall have the right to vote only on those matters that requires a Member vote as

set forth in the Articles, these By-laws, the Declaration or which are otherwise required by Florida law.

Section 3. Place of Meetings. Meetings of the Members of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as may be designated by the Board of Directors either within the Properties or as convenient thereto as possible and practical.

Section 4. Annual Meetings. The first annual meeting of the Members shall be held within fourteen (14) months from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held during the last quarter of the year, as established by the Board of Directors.

Section 5. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class "A" membership.

Section 6. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fourteen (14) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or as supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Waiver of notice of a meeting of the Members shall be deemed the equivalent of proper notice.

Section 7. Quorum. The presence at the meeting of Members entitled to cast, or of limited or general proxies or a combination of both entitled to cast thirty percent (30%) of the

votes each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, until a quorum as aforesaid shall be present or be represented.

Section 8. Proxies. At all meetings of Members, each Member may vote in person or by limited proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. A proxy is not valid for a period longer than 90 days after the date of the first meeting for which was given. A proxy is revocable at any time at the pleasure of the Member who executes it. Limited proxies may also be used for votes taken to amend the Articles of Incorporation or By-Laws or for any matter that requires or permits a vote of the Member.

Section 9. Master Association. The Association is a Member of the Master Association as defined by the Master Declaration, and the president of the Association shall be the Voting Member of the Master Association. Any vote required by the Members of the Master Association shall be voted by the president of the Association as Voting Member and shall be approved by a majority of the voting interests of the Association represented at a meeting at which a quorum is present.

#### ARTICLE IV BOARD OF DIRECTORS

Section 1. Number. The affairs of this Association shall be governed by a board of three (3) directors. All directors shall be members of the Association; provided, however, that all directors that the Declarant is entitled to appoint need not be members. During the period that

the Class "B" Member exists, the Declarant shall appoint all members of the Board of Directors except for those which must be elected pursuant to Florida law.

Section 2. Term of Office. The term of office for all directors is one year. The initial directors of the Association set forth in the Articles of Incorporation shall hold office until the first annual meeting.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. Notwithstanding anything herein, a director appointed by Declarant shall not be subject to removal by Class "A" Members until the Class "B" membership ceases as set forth in Article II of the Declaration. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may, with the approval of a majority of the remaining directors, be reimbursed for his actual expenses incurred in the performance of his duties.

#### ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. After the expiration of Class "B" membership in accordance with the terms of the Declaration, nomination for election to the Board of Directors shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a Chairman and a Vice Chairman, who shall be members of the Board of Directors, and one or more Members of the Association. The nominating committee shall be appointed by the Board of Directors prior to each annual meeting

of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 2. Election. During the period that the Class "B" membership exists, the Board of Directors shall be appointed by the Declarant. After the expiration of Class "B" membership, the election to the Board of Directors shall be by vote of the Members. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 3. Use of Proxy. For election of members of the Board of Directors, Members shall vote in person at a meeting of the Members or by a proxy ballot that the Members personally executes under procedures established by the Board of Directors.

#### ARTICLE VI MEETINGS OF DIRECTORS

Section 1. Meetings. Meetings of the Board of Directors shall be on a regular basis at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meeting. Special meetings of the Board of Directors shall be held when called by the president of the Association, or upon written request of any two directors, after not less than three (3) days notice to each director. Said notice may be waived prior to such meeting by unanimous consent of the Board.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Action Without a Meeting. Any action which may be required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken is signed by all the members of the Board of Directors; such consent shall be placed in the minute book of the Association with the minutes of the Board of Directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

Section 5. Notice to Members. Meetings of the Board of Directors shall be open to all Members, and notices of meetings shall be posted on the community notice board located at the Clubhouse at least 48 hours in advance, except in an emergency.

**ARTICLE VII  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

Section 1. Powers. The Association, by and through its Board of Directors, shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs, and shall have the power to perform or cause to be performed the following, in way of explanation, but not limitation:

- (a) adopt and publish rules and regulations governing the use of the Property or facilities, and the personal conduct of the Members and their guests within the Property, and to establish penalties for the infraction thereof;



(b) suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations, by any Member, guest, tenant or invitee;

(c) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Association, by and through its Board of Directors, to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class "A" Members who are entitled to vote, at least ten (10) days prior to the annual meeting or special meeting;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. Reasonable charges may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(d) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(e) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(f) establish an annual budget and assessments prior to the beginning of the coming fiscal year, including maintenance of common areas, and establish reserve accounts for replacement of those parts of the common area which have a limited useful life span.

#### **ARTICLE VIII OFFICERS AND THEIR DUTIES**

Section 1. Enumeration of Offices. The officers of this Association shall be a president, vice-president, secretary and a treasurer, who shall be members of the Board of Directors and elected from among the members of the board, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office until their successor is appointed or elected, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary or by announcement at any meeting of the Board of Directors. Such resignation shall take effect on the date of receipt of such notice, when announced at a meeting of the Board of Directors or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaced.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

- (a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; the president may sign

checks, shall sign all leases, mortgages, deeds and other written instruments and promissory notes; and the president shall be the Voting Member of the Master Association.

Vicc-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act; the vice-president may sign checks, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing Members of the Association together with their addresses, may sign checks and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; may sign checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year if requested by the Board of Directors or a vote of sixty-seven (67%) percent of the Members; and shall prepare or have prepared an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and assure that a copy of the

annual financial report is available to each to the Members. All checks shall require the signatures of two officers.

**ARTICLE IX  
COMMITTEES**

The Board of Directors may appoint committees as deemed appropriate in carrying out its purpose.

**ARTICLE X  
BOOKS AND RECORDS**

The official records of the Association as defined by Chapter 720 of the Florida Statutes shall be subject to inspection and copying by any Member as provided by Florida law. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

**ARTICLE XI  
ASSESSMENTS**

As more fully provided in the Declaration each Member is obligated to pay to the Association all assessments as listed in the Declaration, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent.

**ARTICLE XII  
AMENDMENTS**

Section 1. So long as the Declarant shall own any Unit or have the right to subject additional properties to the Declaration, Declarant may unilaterally amend these Bylaws and no Owner, Mortgagee or any other Person shall be required to join in or consent to any such amendment.

Section 2. Thereafter and otherwise, these Bylaws may be amended only by the affirmative vote or written consent, or any combination thereof, of Member 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 Declaration.

Section 3. No amendment may remove, revoke, or modify any right or privilege of Declarant without the express prior written consent of Declarant or the assignee of such right or privilege.

Section 4. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

**ARTICLE XIII  
MISCELLANEOUS**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

**MARINA BAY VILLAS HOMEOWNERS' ASSOCIATION, INC.  
CERTIFICATION**

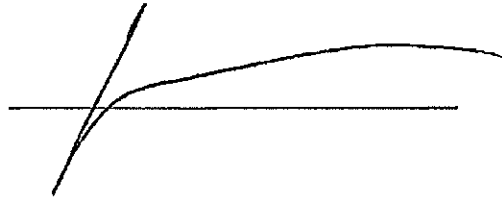
I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of at Marina Bay Villas Homeowners' Association, Inc., a Florida corporation not-for-profit, and,

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted by written consent of the Board of Directors thereof, effective as of the 5<sup>th</sup> day of August, 2016.

IN WITNESS WHEREOF, the secretary of Marina Bay Villas Homeowners' Association, Inc. has hereunto set his hand this 5<sup>th</sup> day of August, 2016.

Secretary

A handwritten signature in black ink, consisting of a series of connected loops and a long horizontal stroke at the end, positioned over a horizontal line.

**JOINDER AND CONSENT OF MORTGAGEE TO DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR  
MARINA BAY VILLAS HOMEOWNERS' ASSOCIATION, INC.**

NANTAHALA INVESTMENTS, LLC, a Florida limited liability company ("Nantahala"), whose address is P.O. Box 1321, Largo, Florida 33779, is the owner and holder of that certain Mortgage executed by Reza Yazdani, dated September 3, 2015 and recorded on September 4, 2015 at Official Records Book 18912, Page 347, of the Public Records of Pinellas County, Florida, encumbering the lands described in Exhibit A attached hereto, hereby consents to and joins in the execution of the Declaration of Covenants, Conditions, Restrictions and Easements for Marina Bay Villas ("Declaration"), to which this Joinder is attached, to submit the property described in Exhibit A to the terms, covenants and conditions of the Declaration, all of which shall be a covenant against the property in perpetuity and binding on Nantahala's successors and assigns whether or not referenced in any such conveyance document, and hereby subjects and subordinates the Mortgages to the provisions thereof.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Joinder and Consent this 3<sup>rd</sup> day of Aug, 2016.

Signed, sealed and delivered  
in the presence of:

[Signature]  
Witness  
Printed Name: Norwa Nebel

[Signature]  
Witness  
Printed Name: George Gijani

NANTAHALA INVESTMENTS, LLC  
[Signature]  
Printed Name: Heather McGurran  
Title: owner

[Signature]  
Witness  
Printed Name: Norwa Nebel

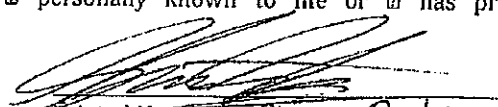
[Signature]  
Witness  
Printed Name: George Gijani


NANTAHALA INVESTMENTS, LLC  
[Signature]  
Printed Name: Christopher McGurran  
Title: owner



STATE OF FLORIDA  
COUNTY OF PINELLAS


The foregoing Joinder and Consent was acknowledged before me this 3<sup>rd</sup> day of Aug, 2016, by Heather Mejer, the Owner of NANTAHALA INVESTMENTS, LLC. He/She is  personally known to me or  has produced K. D. C. as identification.

  
Printed Name: Shawn Deetz  
Notary Public, State of Florida  
Commission No. (SND) EE 224057  
Commission Expiration Date: 8/9/16

  
Shawn Deetz  
Notary Public  
State of Florida  
My Commission # EE 224057  
Expires: August 9, 2016

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing Joinder and Consent was acknowledged before me this 3<sup>rd</sup> day of Aug, 2016, by Christopher Mejer, the owner of NANTAHALA INVESTMENTS, LLC. He/She is  personally known to me or  has produced K. D. C. as identification.

  
Printed Name: Shawn Deetz  
Notary Public, State of Florida  
Commission No. EE 224057  
Commission Expiration Date: 8/9/16


[NOTARY SEAL]  
  
Shawn Deetz  
Notary Public  
State of Florida  
My Commission # EE 224057  
Expires: August 9, 2016

EXHIBIT "A"

Lots 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, Parcel #10-32-16-55254-014-0010  
Lot 1, Block 14, Parcel #10-32-16-55254-014-0020  
Lot 1, Block 14, Parcel #10-32-16-55254-014-0030  
Lot 1, Block 14, Parcel #10-32-16-55254-014-0040

AND

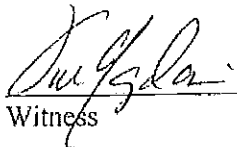
Lots 1, 2, 3 and 4, Block 15, MARINA BAY THE GARDENS, according to the map or plat thereof as recorded in Plat Book 131, Page 88 through 92, of the Public records of Pinellas County, Florida

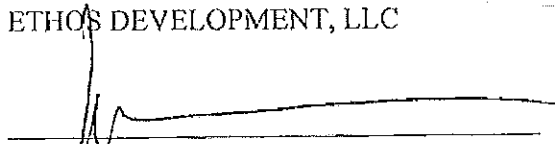
Lot 1, Block 15, Parcel #10-32-16-55254-015-0010  
Lot 1, Block 15, Parcel #10-32-16-55254-015-0020  
Lot 1, Block 15, Parcel #10-32-16-55254-015-0030  
Lot 1, Block 15, Parcel #10-32-16-55254-015-0040

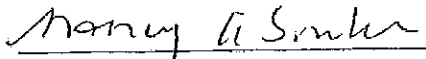
**JOINDER AND CONSENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MARINA BAY VILLAS**

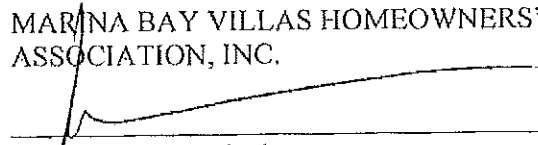
ETHOS DEVELOPMENT, LLC, a Florida limited liability company whose address is 4500 54<sup>th</sup> Avenue South, St. Petersburg, Florida 33711, hereby acknowledges that is the owner of the property described as Lots 1, 2, 3 and 4, Block 4, MARINA BAY GARDEN VILLAS, according to the map or plat thereof, as recorded in Plat Book 142, Pages 110-111, of the Public Records of Pinellas County, Florida (the "Lots"), and hereby executes this Joinder and Consent to submit the Lots to the Declaration of Covenants, Conditions, Restrictions and Easements for Marina Bay Villas, recorded in Official Records Book 19294, Page 340, in the Public Records of Pinellas County, Florida, all of which shall be a covenant against the Lots in perpetuity and binding on the undersigned's successors and assigns and any and all successors in title to the Lots whether or not referenced in any such conveyance document.

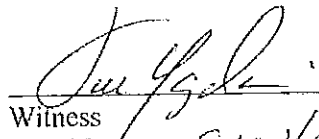
IN WITNESS WHEREOF, the Undersigned have executed and delivered this Joinder this 16 day of September, 2019.

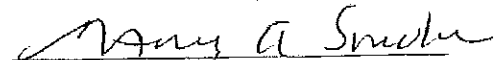
  
\_\_\_\_\_  
Witness  
Print Name: SUE YAZDANI

ETHOS DEVELOPMENT, LLC  
  
\_\_\_\_\_  
Name: Reza Yazdani  
Title: Manager

  
\_\_\_\_\_  
Witness  
Print Name: Nancy A Smole

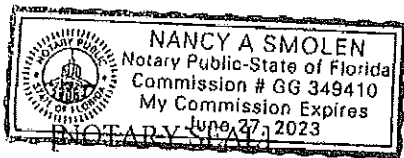
MARINA BAY VILLAS HOMEOWNERS' ASSOCIATION, INC.  
  
\_\_\_\_\_  
Name: Reza Yazdani  
Title: President

  
\_\_\_\_\_  
Witness  
Print Name: SUE YAZDANI

  
\_\_\_\_\_  
Witness  
Print Name: Nancy A Smole

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of September, 2019, by REZA YAZDANI, the manager of ETHOS DEVELOPMENT, LLC. He is  personally known to me or  has produced \_\_\_\_\_ as identification.

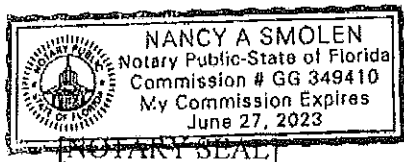


Nancy A Smolen  
Printed Name: Nancy A Smolen  
Notary Public, State of Florida

Commission No. 66 349 410  
Commission Expiration Date: 6/27/23

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 16<sup>th</sup> day of September, 2019, by REZA YAZDANI, the president of MARINA BAY VILLAS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation. He/She is  personally known to me or  has produced \_\_\_\_\_ as identification.



Nancy A Smolen  
Printed Name: Nancy A Smolen  
Notary Public, State of Florida

Commission No. 66 349410  
Commission Expiration Date: 6/27/23

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

ETHOS DEVELOPMENT, LLC, a Florida limited liability company whose address is 4500 54<sup>th</sup> Avenue South, St. Petersburg, Florida 33711, hereby acknowledges that it is the owner of the property described as follows:

Lots 1, 2, 3 and 4, Block 1, Lots 1, 2, 3 and 4, Block 2, Lots 1 and 4, Block 3, Lots 1, 2, 3 and 4, Block 5, MARINA BAY GARDEN VILLAS, according to the map or plat thereof, as recorded in Plat Book 142, Pages 110-111, of the Public Records of Pinellas County, Florida

(collectively, the "Lots"), and hereby executes this Joinder and Consent to submit the Lots to the Declaration of Covenants, Conditions, Restrictions and Easements for Marina Bay Villas, recorded in Official Records Book 19294, Pages 340-373, in the Public Records of Pinellas County, Florida, all of which shall be a covenant against the Lots in perpetuity and binding on the undersigned's successors and assigns and any and all successors in title to the Lots whether or not referenced in any such conveyance document.

IN WITNESS WHEREOF, the Undersigned have executed and delivered this Joinder this 12<sup>th</sup> day of February, 2020.

ETHOS DEVELOPMENT, LLC

Nancy A Smith  
Witness

Print Name: Nancy A Smith

[Signature]  
Name: Reza Yazdani  
Title: Manager

SUE YAZDANI  
Witness  
Print Name: SUE YAZDANI

MARINA BAY VILLAS HOMEOWNERS' ASSOCIATION, INC.

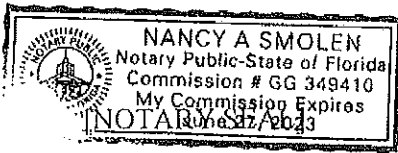
Nancy A Smolen  
Witness  
Print Name: Nancy A Smolen

Reza Yazdani  
Name: Reza Yazdani  
Title: President

Joe Yazdani  
Witness  
Print Name: Joe Yazdani

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of February, 2020, by REZA YAZDANI, the manager of ETHOS DEVELOPMENT, LLC. He is  personally known to me or  has produced \_\_\_\_\_ as identification.

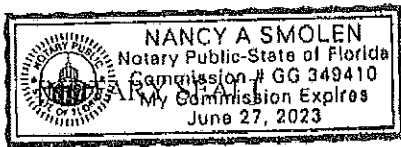


Nancy A Smolen  
Printed Name: Nancy A Smolen  
Notary Public, State of Florida

Commission No. GG 349410  
Commission Expiration Date: 6/27/23

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of February, 2020, by REZA YAZDANI, the president of MARINA BAY VILLAS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation. He/She is  personally known to me or  has produced \_\_\_\_\_ as identification.



Nancy A Smolen  
Printed Name: Nancy A Smolen  
Notary Public, State of Florida

Commission No. GG 349410  
Commission Expiration Date: 6/27/23

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

The undersigned, RONNIE H. MILLER and JO ANN MILLER (collectively the "Undersigned"), hereby acknowledge that they purchased Lot 2, Block 3, Marina Bay Garden Villas, according to the map or plat thereof, as recorded in Plat Book 142, Pages 110-111, of the Public Records of Pinellas County, Florida (the "Property"), from Ethos Development, LLC, a Florida limited liability company, and that they agreed to submit the Property to the terms, covenants and restrictions of the Declaration of Covenants, Conditions, Restrictions and Easements for Marina Bay Villas, recorded on August 8, 2016 at Official Records Book 19294, Pages 340-373 of the Public Records of Pinellas County, Florida (the "Villas Declaration"), to which this Joinder is attached, and the Undersigned hereby execute this Joinder and Consent to submit the Property to the terms, covenants and conditions of the Villas Declaration which shall be a covenant against the Property in perpetuity and binding on the Undersigned's successors and assigns and any and all successors in title to the Property whether or not referenced in any such conveyance document.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Joinder this 10<sup>th</sup> day of February, 2020.

Nancy A. Sute  
Witness  
Print Name: Nancy A. Sute

Ronnie H. Miller  
RONNIE H. MILLER

Sue Yazdani  
Witness  
Print Name: SUE YAZDANI

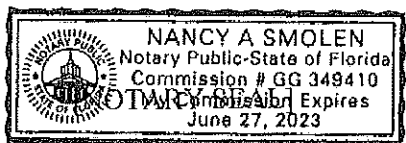
Nancy A. Sute  
Witness  
Print Name: Nancy A. Sute

Jo Ann Miller  
JO ANN MILLER

Sue Yazdani  
Witness  
Print Name: SUE YAZDANI

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing Joinder was acknowledged before me this 10<sup>th</sup> day of February, 2020, by RONNIE H. MILLER. He is  personally known to me or  has produced M460 728 42 3350 as identification.

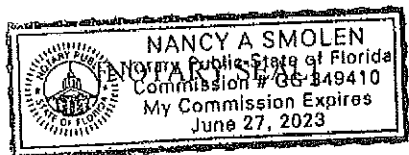


Nancy A Smolen  
Printed Name: Nancy A Smolen  
Notary Public, State of Florida

Commission No. GG 349410  
Commission Expiration Date: 7/27/23

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing Joinder was acknowledged before me this 10<sup>th</sup> day of February, 2020, by JO ANN MILLER. She is  personally known to me or  has produced M460 420 48 802-0 as identification.



Nancy A Smolen  
Printed Name: Nancy A Smolen  
Notary Public, State of Florida

Commission No. GG 349410  
Commission Expiration Date: 7/27/23



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

The undersigned, STEVEN DICKSEN and DONNA DICKSEN (collectively the "Undersigned"), hereby acknowledge that they purchased Lot 3, Block 3, Marina Bay Garden Villas, according to the map or plat thereof, as recorded in Plat Book 142, Pages 110-111, of the Public Records of Pinellas County, Florida (the "Property"), from Ethos Development, LLC, a Florida limited liability company, and that they agreed to submit the Property to the terms, covenants and restrictions of the Declaration of Covenants, Conditions, Restrictions and Easements for Marina Bay Villas, recorded on August 8, 2016 at Official Records Book 19294, Pages 340-373 of the Public Records of Pinellas County, Florida (the "Villas Declaration"), to which this Joinder is attached, and the Undersigned hereby execute this Joinder and Consent to submit the Property to the terms, covenants and conditions of the Villas Declaration which shall be a covenant against the Property in perpetuity and binding on the Undersigned's successors and assigns and any and all successors in title to the Property whether or not referenced in any such conveyance document.

IN WITNESS WHEREOF, the undersigned have executed and delivered this Joinder this 11<sup>th</sup> day of February, 2020.

Marcy A Such  
Witness  
Print Name: Marcy A Such

[Signature]  
STEVEN DICKSEN

[Signature]  
Witness  
Print Name: SUE YAZDANI

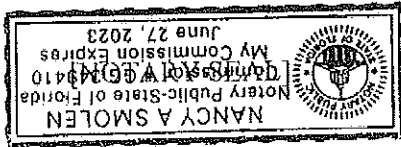
[Signature]  
DONNA DICKSEN

Marcy A Such  
Witness  
Print Name: Marcy Such

[Signature]  
Witness  
Print Name: SUE YAZDANI

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing Joinder was acknowledged before me this 11<sup>th</sup> day of February, 2020, by STEVEN DICKSEN. He is  personally known to me or  has produced FL D250 K356417 U as identification.

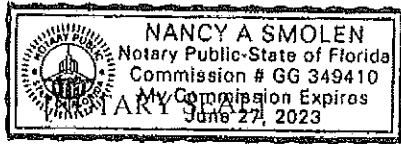


Nancy A Smolen  
Printed Name: Nancy A Smolen  
Notary Public, State of Florida

Commission No. GG 349410  
Commission Expiration Date: 6/27/23

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing Joinder was acknowledged before me this 11<sup>th</sup> day of February, 2020, by DONNA DICKSEN. She is  personally known to me or  has produced FL D250 161627940 as identification.



Nancy A Smolen  
Printed Name: Nancy A Smolen  
Notary Public, State of Florida

Commission No. GG 349410  
Commission Expiration Date: 6/27/23

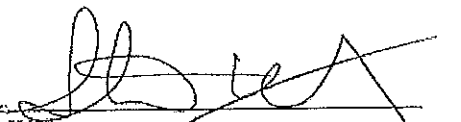
**JOINDER AND CONSENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR MARINA BAY VILLAS**

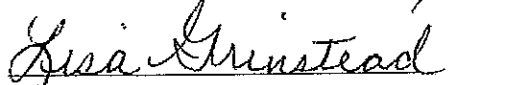
ETHOS DEVELOPMENT, LLC, a Florida limited liability company whose address is 4500 54<sup>th</sup> Avenue South, St. Petersburg, Florida 33711, hereby acknowledges that it is the owner of the property described as follows:

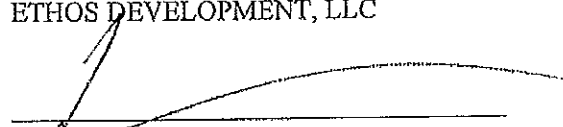
Lots 1, 2, 3 and 4, Block 7 and Lots 1, 2, 3 and 4, Block 8, MARINA BAY GARDEN VILLAS PHASE 2, according to the map or plat thereof, as recorded in Plat Book 145, Pages 27-28, of the Public Records of Pinellas County, Florida

(collectively, the "Lots"), and hereby executes this Joinder and Consent to submit the Lots to the Declaration of Covenants, Conditions, Restrictions and Easements for Marina Bay Villas, recorded in Official Records Book 19294, Pages 340-373, in the Public Records of Pinellas County, Florida, all of which shall be a covenant against the Lots in perpetuity and binding on the undersigned's successors and assigns and any and all successors in title to the Lots whether or not referenced in any such conveyance document.

IN WITNESS WHEREOF, the Undersigned have executed and delivered this Joinder this 8<sup>th</sup> day of June, 2022.

  
Witness  
Print Name: Steven M. Wilsey

  
Witness  
Print Name: Lisa Grinstead

ETHOS DEVELOPMENT, LLC  
  
Name: Reza Yazdani  
Title: Manager

MARINA BAY VILLAS HOMEOWNERS' ASSOCIATION, INC.

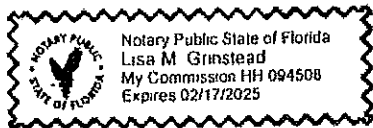
[Signature]  
Witness  
Print Name: Steven M. Wilsey

[Signature]  
Name: Reza Yazdani  
Title: President

[Signature]  
Witness  
Print Name: Lisa Grinstead

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of June, 2022, by REZA YAZDANI, the manager of ETHOS DEVELOPMENT, LLC. He is personally known to me or has produced \_\_\_\_\_ as identification.



[NOTARY SEAL]

[Signature]  
Printed Name: Lisa Grinstead  
Notary Public, State of FL

Commission No. \_\_\_\_\_  
Commission Expiration Date: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of June, 2022, by REZA YAZDANI, the president of MARINA BAY VILLAS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation. He/She is personally known to me or has produced \_\_\_\_\_ as identification.



[NOTARY SEAL]

[Signature]  
Printed Name: Lisa Grinstead  
Notary Public, State of Florida

Commission No. \_\_\_\_\_  
Commission Expiration Date: \_\_\_\_\_

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

WE HEREBY CERTIFY THAT the attached true and correct copy of the Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Marina Bay Villas (the "Declaration"), as originally recorded in Official Records Book 19294, Page 340, of the Public Records of Pinellas County, Florida, was duly adopted in the manner provided in the Article VI, Section 5 of the Declaration.

IN WITNESS WHEREOF, we have affixed our hands this 4 day of MAY, 2022, in Pinellas County, Florida.

WITNESSES:

MARINA BAY VILLAS HOMEOWNERS' ASSOCIATION, INC.

[Signature]  
Printed Name: SUE YAZDANI  
[Signature]  
Printed Name: CHRISTINE A. HILBERT

By: [Signature]  
Signature: REZA YAZDANI, President  
Printed Name and Title

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of May, 2022, by Reza Yazdani, as President on behalf of Marina Bay Villas Homeowners' Association, Inc., a Florida not-for-profit corporation. (He) is personally known to me X or has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid, this 4<sup>th</sup> day of May, 2022.



Christine A Hilbert  
Notary Public  
Printed Name: Christine Hilbert  
My Commission Expires: 1/30/2026

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

- I. Adopted amendment to Article V, Section 4 of the Declaration of Covenants, Conditions, Restrictions and Easements for Marina Bay Villas, to read as follows:

...

Section 4. Trailers, Trucks, Containers, School Buses, Boats, Boat Trailers. No house trailer or mobile home, school bus, truck, trailer of any kind, storage container, moving container, commercial vehicle, recreational vehicle, boat or boat trailer shall be kept, stored or parked overnight either on any street or on any Unit, except within an enclosed garage or completely screened from view as approved in writing by the Association. Notwithstanding the foregoing, passenger automobiles may be parked in driveways. There shall be no major or extended repair or overhaul performed on any vessel or vehicle on the Units, except within an enclosed garage. Routine mechanical maintenance such as changing engine fluids, spark plugs, or brake pads is prohibited, except within an enclosed garage. Emergency repairs such as changing a tire or jump-starting a battery shall be permitted. No vehicle which is not suitable for lawful travel upon the highways of the State of Florida shall be kept or stored in open view upon any Unit, driveway, or street within the Common Area as defined in the Master Declaration or within the Properties. All vehicles and trailers shall have current license plates. If any vehicle, boat, container or trailer is in violation of this provision, the Association shall have the immediate right to have the offending vehicle, boat, container or trailer towed away at the expense of the owner thereof.

...

**PLEASE NOTE: NEW LANGUAGE INDICATED BY UNDERLINING; DELETED TEXT  
INDECATED BY STRIKE TRROUGH; UNAFFECTED TEXT INDICATED BY "..."**

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

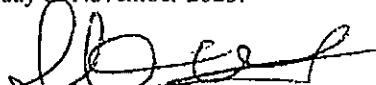
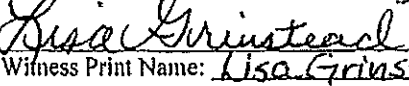
MARINA BAY DEVELOPMENT II, LLC, a Florida limited liability company whose address is 4500 54<sup>th</sup> Avenue South, St. Petersburg, Florida 33711, hereby acknowledges that it is the owner of the property described as follows:

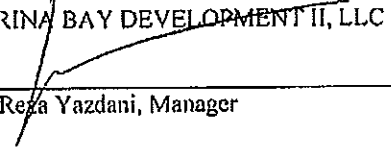
Lots 1 and 2, Block 9, Lots 1 and 2, Block 10, Lots 1, 2, 3 and 4, Block 11, and Lots 1 and 2, Block 12, MARINA BAY GARDEN VILLAS PHASE 3, according to the map or plat thereof as recorded in Plat Book 145, Pages 59-60, of the Public Records of Pinellas County, Florida


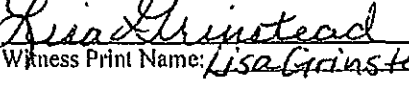
(collectively, the "Lots"), and hereby executes this Joinder and Consent to submit the Lots to the Declaration of Covenants, Conditions, Restrictions and Easements for Marina Bay Villas, recorded in Official Records Book 19294, Pages 340-373, in the Public Records of Pinellas County, Florida, all of which shall be a covenant against the Lots in perpetuity and binding on the undersigned's successors and assigns and any and all successors in title to the Lots whether or not referenced in any such conveyance document.

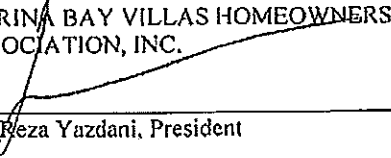
INB, N.A., a national banking association as assignee of that certain Mortgage, Assignment of Rents, Security Agreement and Fixture Filing, recorded December 21, 2020 in Official Records Book 21308, Page 676 as modified by Mortgage Modification and Spreader Agreement recorded January 29, 2021 in Official Records Book 21365, Page 2005, Mortgage Modification, Future Advance and Spreader Agreement recorded September 30, 2021 in Official Records Book 21739, Page 1867, Mortgage Modification and Spreader Agreement recorded May 19, 2022 in Official Records Book 22069, Page 12, recorded October, 2022 in Official Records Book 22240, Page 1335 and recorded December 30, 2022 in Official Records Book 22304, Page 1280, as modified by that certain Mortgage Modification and Spreader Agreement dated May 5, 2023 and recorded May 8, 2023 in Official Records Book 22433, Page 88, as assigned to INB, N.A. from SEACOAST NATIONAL BANK, a national banking association, all of the Public Records of Pinellas County, Florida, joins in and consent to the foregoing joinder and consent.


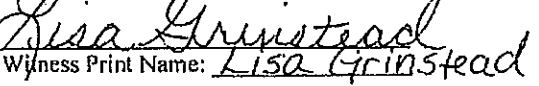
IN WITNESS WHEREOF, the Undersigned have executed and delivered this Joinder this \_\_\_\_\_ day of November 2023.

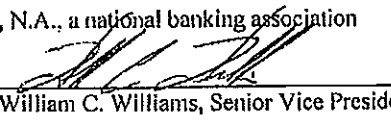
  
Witness Print Name: Steven Wilts  
  
Witness Print Name: Lisa Grinstead

MARINA BAY DEVELOPMENT II, LLC  
By:   
Reza Yazdani, Manager

  
Witness Print Name: Steven Wilts  
  
Witness Print Name: Lisa Grinstead

MARINA BAY VILLAS HOMEOWNERS' ASSOCIATION, INC.  
By:   
Reza Yazdani, President

  
Witness Print Name: Bonnie C. Williams  
  
Witness Print Name: Lisa Grinstead

INB, N.A., a national banking association  
By:   
William C. Williams, Senior Vice President

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of November 2023, by REZA YAZDANI, the manager of MARINA BAY DEVELOPMENT II, LLC, who physically appeared before me and who is personally known to me.

(Notary Seal)



Lisa Grinstead  
Notary Public, State of Florida

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of November 2023, by REZA YAZDANI, as the President of MARINA BAY VILLAS HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, who physically appeared before me and who is personally known to me.

(Notary Seal)



Lisa Grinstead  
Notary Public, State of Florida

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was executed, acknowledged and delivered before me this 21<sup>st</sup> day of November 2023 by William C. Williams, as Senior Vice President of INB, a national banking association, who physically appeared before me and who is personally known to me or has produced FL D.L. as identification.

(Notary Seal)



Lisa Grinstead  
Notary Public, State of Florida