

PREPARED BY AND SHOULD BE
RETURNED TO:
RICHARD A. ZACUR, ESQUIRE
Zacur, Graham & Costis, P.A.
5200 Central Avenue
St. Petersburg, Florida 33707

Condominium Plats pertaining
hereto are filed in Plat Book 5, Pages 36-38.

**AMENDMENTS TO DECLARATION AND BY-LAWS OF
POINTE TOWERS CONDOMINIUM APARTMENTS, A CONDOMINIUM**

WHEREAS, the Board of Directors and Unit Owners of POINTE TOWERS
ASSOCIATION, INC., hereinafter referred to as Association, desires to amend the
Declaration and By-Laws for said condominium association, which Declaration of
Condominium and Bylaws have been filed and recorded in and for Pinellas County,
Florida, within O.R. Book 3269, beginning with Page 14, et seq.

WHEREAS, a meeting of the Board of Directors of the association and said unit
owners/members was duly called in accordance with the Declaration of Condominium
and Bylaws, after proper notice was given to the unit owners/members.

WHEREAS, such meeting took place on December 13, 2018, there was present a
quorum of Directors and a quorum of unit owners/members as defined and required by
the Bylaws, Articles of Incorporation, and the Declaration of Condominium for said
Association.

WHEREAS, after due consideration, of said proposed amendments, which
amendments were proposed by resolution by said Directors, same were presented for a
vote, and accepted by the required vote of the Board of Directors, and said amendments
were approved by the vote of the required percentage of unit owners/members according
to the provisions of the Bylaws, Articles of Incorporation, and the Declaration of

Condominium for said Association.

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

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

1. Amendment to Declaration

14. ASSESSMENTS, LIABILITY, MAINTENANCE, LIEN AND PRIORITY, INTEREST, COLLECTION: Common expenses shall be assessed against each condominium parcel owner by the Association as provided in Paragraphs 8 and 9 above, including those expenses which may be incurred for services which have been contracted for by the Association with the said POINTE TOWERS MANAGEMENT CO., INC., in accordance with the Management Contract hereto as Exhibit "B."

Assessments and installments on such assessments paid on or before fifteen (15) days after the date when due shall not bear interest or late fees, but all sums not paid on or before fifteen (15) days after the date when due shall bear interest at the rate of 18% per annum from the date when due until paid. In addition, the Association shall be entitled to charge an amount not to exceed the greater of Twenty-Five Dollars (\$25.00) or Five Percent (5) of each installment of the assessment for each delinquent installment that the payment is late. All payments upon account shall be first applied to interest, then to any administrative late fee, then to any costs and reasonable attorney fees incurred in the collection, and then to the assessment payment first due.

Every assessment, regular or special, made hereunder, and costs incurred in collecting same, including reasonable attorney's fees, shall be secured by a lien against the condominium parcel, and all interest therein owned by the members against which the assessment is made, and such lien shall arise in favor of the Association and shall come into effect upon recordation of this instrument and the lien for all such sums due hereafter shall date back to said date and shall be deemed to be prior to and superior to the creation of any homestead status for any condominium parcel and to any subsequent lien or encumbrance, except the lien referred to herein shall be subordinated and inferior to that of an institutional first

mortgage.

2. Amendment to Declaration

14. ASSESSMENTS, LIABILITY, MAINTENANCE, LIEN AND PRIORITY, INTEREST, COLLECTION: Common expenses shall be assessed against each condominium parcel owner by the Association as provided in Paragraphs 8 and 9 above, including those expenses which may be incurred for services which have been contracted for by the Association with the said POINTE TOWERS MANAGEMENT CO., INC., in accordance with the Management Contract hereto as Exhibit "B."

Where the Mortgagee of a first mortgage of record, or the purchaser or purchasers of a condominium parcel obtains title to the condominium parcel as a result of foreclosure of the first mortgage, or by voluntary conveyance in lieu of such foreclosure, said Mortgagee shall not be liable for the share of common expenses or assessments by the Association pertaining to such condominium parcel or chargeable to the former owner of such condominium parcel which became due prior to acquisition of title by said mortgagee as a result of the foreclosure or voluntary conveyance in lieu of said foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the owners of condominium parcels, including such acquiror, his successors and assigns.

3. Amendment to Declaration

20. OBLIGATIONS OF MEMBERS: In addition to other obligations and duties heretofore set out in this Declaration, every owner shall:

- (a) Not use or permit the use of his or its condominium unit for any purpose other than as a single family residence and maintain the condominium unit in a clean and sanitary manner, ~~and no member or occupant of any one or more of the condominium units shall wash clothing or other fabric material within any of the condominium units.~~

4. Amendment to By-Laws

Article VII. Finances

Section 2. Checks: All checks or demands for money and notices of the corporation shall be signed by any two of the following officers: President, Secretary or Treasurer, or by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

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

POINTE TOWERS ASSOCIATION, INC.

BY: [Signature]
President

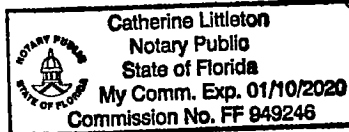
BY: [Signature]
Secretary

STATE OF Florida
COUNTY OF Pinellas

cb The foregoing instrument was acknowledged before me this 4 day of JANUARY 2019, by Theresa Schefstad, the President, who is personally known to me or who has produced Drivers License as identification and who did take an oath and depose and say that he/she executed the foregoing Amendments and acknowledge to and before me that he/she executed said Amendments for the purposes therein expressed.

Witness my hand and official seal this 4 day of JANUARY, 2019.

My commission expires:



[Signature]
Notary Public

Catherine Littleton
Notary Name Typed/Printed

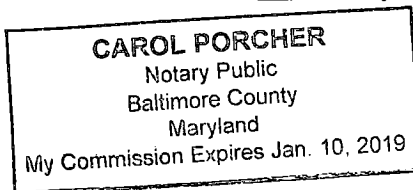
STATE OF MD
COUNTY OF Baltimore

The foregoing instrument was acknowledged before me this 26 day of Dec. 2018, by Bradley G. Moore, the Secretary, who is personally known to me or who has produced MD Lic as identification and who did take an oath and depose and say that he/she executed the foregoing Amendments and acknowledge to and before me that he/she executed said Amendments for the purposes therein expressed.

Witness my hand and official seal this 26 day of Dec., 2018.

My commission expires:

Exp. 01/10/19



[Signature]
Notary Public

Carol Porcher
Notary Name Typed/Printed

(CODING: Words in underscored type indicate changes from original Declaration of Condominium and By-Laws and deletions from the original Declaration of Condominium and By-Laws are shown by strike outs. Unless otherwise provided herein, all provisions of the Declaration of Condominium and By-Laws are not affected by this Amendment and shall remain the same.)