



CRYSTAL BAY TRAVEL PARK, INC.
2002 KETCH CIRCLE
PALM HARBOR, FL. 34683
crystalbaytravelpark@knology.net
727-483-9275

HOUSING FOR PERSONS 55 AND OLDER

Dear Shareholders,

January 23, 2019

Your by-laws and 99 year lease proposed changes were voted on at the Annual Shareholder meeting January 14, 2019.

Nine changes to the By-Laws and one 99-year lease change was approved by Shareholder Proxy vote. Corporate Attorney Jessica Knox has filed the changes as required by Pinellas County, Florida.

Attached is your copy of the County filing. Please file this with your purchase papers of your share. Changes will be made to our website version of the By-Laws and 99-Year Lease to update them with the approved changes.

Sincerely,

Teresa Lynn Wood 1-23-2019

Teresa Lynn Wood
Secretary
Crystal Bay Travel Park, Inc.

Attachment

- Pinellas County Filing

This Instrument Prepared by and Return to: Knox Levine, P.A.
Address: 36428 U.S. Hwy 19 N, Palm Harbor, FL 34684

CERTIFICATE OF AMENDMENTS TO THE NINETY-NINE YEAR LEASE AND
THE BYLAWS OF CRYSTAL BAY TRAVEL PARK, INC.

WE HEREBY CERTIFY THAT the attached Amendments to the Ninety-Nine Year Lease of Crystal Bay Travel Park, Inc., as originally recorded at Official Records Book 17549, Page 63, et. seq. of the Public Records of Pinellas County, Florida and as amended and to the Bylaws of Crystal Bay Travel Park, Inc., were duly approved at a meeting of the membership in the manner required in those documents on January 14, 2019.

IN WITNESS WHEREOF, we have affixed our hands this 17th day of January, 2019 at Pinellas County, Florida.

WITNESSES

Rebecca A. Despirt
Signature of Witness #1

CRYSTAL BAY TRAVEL PARK, INC.,
a Florida not-for-profit corporation

By: Gerald L. Dunlap
Gerald L. Dunlap, President

REBECCA A. DESPIRT
Printed Name of Witness #1

Attest: Teresa Lynn Wood
Teresa Lynn Wood, Secretary

Deborah Dunlap
Signature of Witness #2

Deborah Dunlap
Printed Name of Witness #2

STATE OF FLORIDA)
COUNTY OF PINELLAS)

BEFORE ME, the undersigned authority, personally appeared Gerald L. Dunlap and Teresa Lynn Wood, to me known to be the President and Secretary, respectively, of Crystal Bay Travel Park, Inc., and they jointly and severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said corporation. They are personally known to me or have produced _____ and _____ (type of identification) as identification. If no type of identification is indicated, the above-named persons are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid, this 17th day of January, 2019.

My commission expires: June 8, 2020

Rebecca A. Despirt
Notary Public

Printed Name: REBECCA A. DESPIRT



REBECCA A. DESPIRT
MY COMMISSION #FF 992321
EXPIRES: June 8, 2020
Bonded thru Budget Notary Services

**ADOPTED AMENDMENTS TO THE NINETY-NINE YEAR LEASE
OF
CRYSTAL BAY TRAVEL PARK, INC.**

The following is an amendment to the Ninety-Nine Year Lease of Crystal Bay Travel Park, Inc. as originally recorded at Official Records Book 8304, Page 872 Public Records of Pinellas County, Florida, and as subsequently amended.

New Wording Underlined; Deleted Wording ~~Stricken Through~~ (Except when proposed amendment involves substantial rewording):

Section 13 of the Ninety-Nine Year Lease is amended to read as follows:

13. Subleases.

Term of Ownership Prior to Renting/Leasing. No sublessee/shareholder whose share was purchased after the effective date of this amendment may rent or lease his lot during the first two (2) years of ownership. The effective date of ownership shall be determined by the share purchase transaction recorded in the public records of Pinellas County, Florida. This restriction shall not apply to the lessor/Association in the event it takes title to a share by foreclosure or deed in lieu of foreclosure. No shareholder may rent his lot if, at the time of the application of a lease or any proposed lease renewal, the shareholder is not current on all assessments and all other amounts owing to the Association. For purposes of this provision, "leasing" or "renting" is the exclusive occupancy of a dwelling by any person other than the shareholder, for which the shareholder receives any consideration or benefit, including, without limitation, a fee, service, or gratuity.

Lessee may sublet for periods not exceeding one (1) year at a time, all but not part of the premises hereby demised to a subtenant only with the previous written consent of the Board of Directors of Lessor, pursuant to a resolution of said Board. Such approval, however, shall not operate to relieve Lessee hereunder of any obligation for the payment of assessments or otherwise, but shall only be an approval of the subtenant as an acceptable occupant of the premises.

Lessee may sublet for periods not exceeding thirty (30) days without the written consent of the Board of Directors. However, Lessee may not enter two or more consecutive subleases with the same sublessee or with any member of his family without approval of the Board if the periods of all such subleases combined exceed thirty (30) days.

Any sublessee for any period accepting a sublease for any travel trailer lot shall be bound by the restrictive provisions hereof and by any House Rules adopted by the Board of Directors as and though fully set forth in the sublease and shall be subject to removal or eviction for violation thereof.

**ADOPTED AMENDMENTS TO THE BYLAWS
OF
CRYSTAL BAY TRAVEL PARK, INC.**

The following is an amendment to the Bylaws of Crystal Bay Travel Park, Inc. The Bylaws were not originally recorded, but were amended at Official Records Book 17549, Page 63 Public Records of Pinellas County, Florida, and as subsequently amended.

New Wording Underlined; Deleted Wording ~~Stricken Through~~ (Except when proposed amendment involves substantial rewording):

Article I of the Bylaws is amended to read as follows:

The principal office of the corporation in the State of Florida shall be located at Crystal Bay Travel Park, Inc., Palm Harbor, Pinellas County, Florida. The corporation may have such other offices, either within or without the State of Florida, as the Board of Directors may designate or as the business of the corporation may require from time to time. Crystal Bay Travel Park, Inc., shall be operated and maintained, and the shareholders shall have all of the rights, privileges, and duties as are set forth in the Cooperative Act of the State of Florida, as such may be amended from time to time.

Article III, Section 2 of the Bylaws is amended to read as follows:

Section 2 – Number, Tenure and Qualifications. The number of Directors or the corporation shall be not less than three or more than ~~nine~~ seven. Each Director shall hold office until the next annual meeting of shareholders or until a special meeting or informal action of shareholders for the purpose of selecting a successor and in either event until his successor shall have been elected and qualified. Directors need not be a resident of the State of Florida, but must be shareholders of the corporation. Each director shall hold office for two (2) years, with four (4) directors being elected to serve on even years and three (3) being elected to serve on odd years.

Article III, Section 3 of the Bylaws is amended to read as follows:

Section 3 – Regular Meetings. A regular meeting of the Board of Directors shall be held without other notice than this By-Law immediately after, and at the same place as, the annual meeting of the shareholders. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Florida, for the holding of additional regular meetings without other notice than such resolution. If the proposed annual budget of common expenses is to be considered at such meeting (as currently provided under ARTICLE XIII hereof), written notice of the time and place of such meeting or any other meeting which will consider the annual budget and a copy of the proposed budget shall be mailed or delivered to the Stockholder-Lessees not less than ~~thirty (30)~~ fourteen (14) days prior to such meeting, and such notice of such meeting shall be posted in a conspicuous place in the Corporation at least forty-eight (48) hours before such meeting. If the proposed annual budget requires assessments exceeding 115% of assessments for the preceding year, the special election provisions of Section ~~711.44(1)(f)~~ 719.106(1)(e)2 shall apply.

Article III, Section 5 of the Bylaws is amended to read as follows:

Section 5 - Notice. Notice of any special meeting shall be given at least two days previously thereto by written notice delivered personally or mailed to each director at his business address, ~~or by telegram~~. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. ~~If notice is given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegram company.~~ Any director may waive notice of any meeting. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Any meeting of the Board of Directors or the Executive Committee of the Board of Directors may be held by conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Meetings of the Board of Directors or the Executive Committee shall be open to all Stockholders-Lessees and notice thereof shall be posted conspicuously forty-eight (48) hours in advance for the attention of Stockholders-Lessees except in an emergency.

The last paragraph of Article XIII, Section 1 of the Bylaws is amended to read as follows:

Common expenses not hereinabove listed which are to be the subject of said assessment shall be defined from time to time by the Board of Directors provided, however, that material alterations or substantial additions to the common elements may be authorized only upon a ~~three-fourths (3/4)~~ vote of the Board of Directors ~~and Stockholders~~.

The third paragraph of Article XIII, Section 2 of the Bylaws is amended to read as follows:

Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate of ~~10%~~ 18% per annum. In addition, a late fee shall be levied equal to the greater of \$25.00 or 5 percent (5%) of each installment for which payment is late.

The fourth paragraph of Article XIII, Section 2 of the Bylaws is amended to read as follows:

Lessor shall have a lien on each lease and attendant stock certificate for any unpaid assessments, ~~and interest thereon,~~ and late fees due and that may accrue after the claim of lien is recorded, as well as a claim against the Lessee. Said lien shall also secure reasonable attorney's fees incurred by Lessor incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording in the Public Records of Pinellas County, Florida, of a claim of lien stating the description of the ~~lease and stock certificate~~ cooperative parcel, the name of the record owner, the amount due and the date(s) when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of liens shall include only assessments which are due and payable when the claim of lien is recorded. Such claims of lien shall be signed and verified by an officer or agent of the Lessor. Upon full payment the party making payment shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to the lien of a first mortgage or other lien recorded prior to the time of recording of the claim of lien to the extent required by Florida law.

The sixth paragraph of Article XIII, Section 2 of the Bylaws is amended to read as follows:

Where the mortgage of a first mortgage of record or other purchaser obtains title to the lease as a result of foreclosure of the first mortgage, such acquirer of title, his successors and assigns, shall ~~not~~ be liable for the share of common expenses or assessments pertaining to such lease or chargeable to the former lessee which became due prior to acquisition of title as a result of the foreclosure

~~as required by Florida law, as amended from time to time. Such unpaid share of common expenses or assessments shall be deemed to be common expenses, collectible from all of the Lessees including such acquirer, his successors and assigns.~~

END OF AMENDMENT