

DECLARATION OF CONDOMINIUM

OF

BAYSHORE TRACE CONDOMINIUM

Includes:

Articles of Incorporation	(2)
By-Laws and Amendments	(3)
Rules and Regulations	(4)
Schedule of Percentages of Ownership	(5)
Assignment and Acceptance Chateau Bleu Quebec, Ltd. to/from Bayshore Equity Corporation	(6)
Special Warranty Deed	(7)

F-16	.140 percent
F-21	.140 percent
F-22	.140 percent
F-23	.140 percent
F-24	.140 percent
F-25	.140 percent
F-26	.140 percent
F-31	.140 percent
F-32	.140 percent
F-33	.140 percent
F-34	.140 percent
F-35	.140 percent
F-36	.140 percent
CH-1	.754 percent

Total ..... 100 percent

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS: That CHATEAU BLEU QUEBEC, LTD., a Quebec provincial corporation, "Assignor" in consideration of the sum of One Hundred Thousand Dollars (\$100,000.00) and other good and valuable consideration, in hand paid by BAYSHORE EQUITY CORPORATION, a Florida corporation, "Assignee", at or before the enrolling and delivery of these presents, the receipt whereof is hereby acknowledged has granted, bargained, sold, assigned, transferred and set over and by these presents does grant, bargain, sell, assign, transfer and set over unto said Assignee a certain contract wherein Assignor is Vendee, which contract contemplates the purchase of certain real property located in Hillsborough County, Florida, which real property is more specifically described in Schedule "A" attached hereto and made a part hereof and which contract is embodied in that certain Order of the United States District Court for the Northern District of Illinois, Eastern Division, in certain Arrangement Proceedings entitled "In the Matter of Walter J. Kassuba, et al., Debtors," the same being Cases Nos. 73 B 6938 through 73 B 6979, inclusive, said Order having been dated the 23rd day of May, 1978, including any extensions thereof or modifications thereto as may from time to time be ordered by the court or accomplished in the manner set forth in the Order hereinbefore described, a copy of the Order being attached hereto and made a part hereof, as Schedule "B".

IN WITNESS WHEREOF, Assignor has caused this instrument to be signed by its duly authorized officer this 8 day of August, 1978.

In the presence of:

*Henry H. Kuckowski*  
 CHATEAU BLEU QUEBEC, LTD.  
 By *[Signature]*

STATE OF FLORIDA )  
 )  
 COUNTY OF )

BEFORE ME personally appeared Henry H. Kuckowski to me well known, and known to me, to be the individual described in and who executed the foregoing instrument as CEO of CHATEAU BLEU QUEBEC, LTD., a Quebec provincial corporation, and he acknowledged to and before me that he executed such instrument as such CEO of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 8 day of August, 1978.

My Commission Expires: \_\_\_\_\_  
 Notary Public

ACCEPTANCE

The undersigned, BAYSHORE EQUITY CORPORATION, a Florida corporation (Assignee) does hereby accept the foregoing Assignment of Contract from CHATEAU BLEU QUEBEC, LTD. (Assignor) and in so doing does agree to abide by and be bound by each and every of the terms and provisions of that certain Contract hereinbefore assigned to Assignee by Assignor, said Contract being embodied in that certain Order of the United States District Court for the Northern District of Illinois, Eastern Division in certain Arrangement Proceedings entitled "In the Matter of Walter J. Kassuba, et al., Debtors," being Cases Nos. 73 B 6938 through 73 B 6979, inclusive, dated May 23, 1978.

IN WITNESS WHEREOF, Assignee has caused this instrument to be signed by its duly authorized officer this 25 day of July, 1978.

In the presence of [Signature] By [Signature] BAYSHORE EQUITY CORPORATION



STATE OF FLORIDA )
) (SS.
COUNTY OF BROWARD )

BEFORE ME personally appeared Ronald Macro to me well known, and known to me to be the individual described in and who executed the foregoing instrument as President of BAYSHORE EQUITY CORPORATION, a Florida corporation, and he acknowledged to and before me that he executed such instrument as such President of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this 25 day of July, 1978.

[Signature] Notary Public

My Commission Expires

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
BY COMMISSION EXPIRES APRIL 12 1979
BOND NO. 144441 \$6. UNDERWRITER

RECEIVED
AUG 11 4 15 PM '78
CLERK CIRCUIT COURT
HILLSBOROUGH COUNTY, FLA.
A 40958

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 3rd day of August, 1978, between BAY SHORE BOULEVARD CORP., a Florida corporation and a debtor in possession in those certain proceedings for arrangements now pending in the United States District Court for the Northern District of Illinois, Eastern Division, under Nos. 73 B 6938 through 73 B 6979, inclusive, In The Matter of Walter J. Kassuba, et al., party of the first part, and BAYSHORE EQUITY CORPORATION, a Florida corporation, AS ASSIGNEE OF CHATEAU BLEU QUEBEC, LTD., a Quebec provincial corporation, party of the second part;

W I T N E S S E T H

That the said party of the first part, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has, and by these presents does REMISE, RELEASE, ALIEN and CONVEY unto the said party of the second part, and to its successors and assigns, forever, all the following described lots, pieces or parcels of land, situate in the County of Hillsborough and State of Florida:

Legal Description attached hereto as Exhibit A and incorporated herein by this reference.

SUBJECT to easements, restrictions and covenants of record.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the right, title, interest, claim or demand whatsoever, of the said party of the first part, either in law or equity, of, in and to the above described premises, with the hereditaments and appurtenances; TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the said party of the second part, its successors and assigns forever;

1 2 5 5 7 2 0 2 5 5 7 9



RECEIVED
AUG 11 4 15 PM '78
CLERK CIRCUIT COURT
HILLSBOROUGH COUNTY, FLA.
A 40959

AND the said BAY SHORE BOULEVARD CORP., party of the first part, for its successors and assigns does covenant, promise and agree, to and with the said party of the second part, its successors and assigns, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that the said premises, against all persons lawfully claiming, or to claim the same by, through or under it will warrant and forever defend.

IN WITNESS WHEREOF, the said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President and attested by its Secretary, the day and year first above written.

In the presence of:

W. H. Kassar Jr.  
Barry J. Demmerle

BAY SHORE BOULEVARD CORP.

By: Walter J. Kassar  
WALTER J. KASSUBA, President

ATTEST:  
A.J. Demmerle  
A.J. DEMMERLE, Secretary



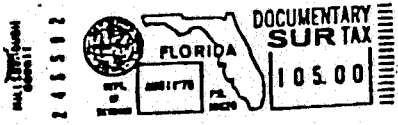
STATE OF TEXAS )  
 ) SS.  
COUNTY OF HARRIS )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that WALTER J. KASSUBA, personally known to me to be the President of BAY SHORE BOULEVARD CORP., and A.J. DEMMERLE, personally known to me to be the Secretary of said corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such President and Secretary they signed and delivered the said instrument as President and Secretary of said corporation and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Board of Directors of said corporation as their free and voluntary act, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal, this 3rd day of August, 1978.

Connee J. Demmerle  
NOTARY PUBLIC

My commission expires:  
Jan 1, 1979



This instrument prepared by:  
Joel L. Miller, Esq.  
Levy and Erns  
Suite 1010  
208 South LaSalle Street  
Chicago, Illinois 60604

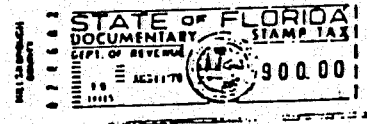
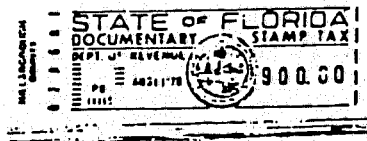
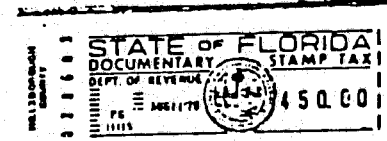
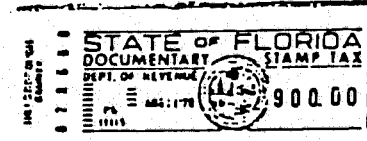
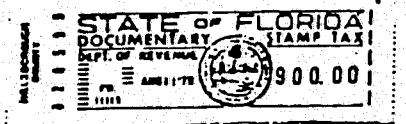
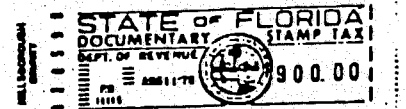
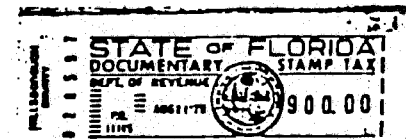
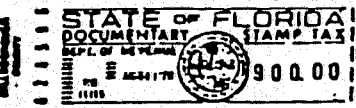


EXHIBIT "A"  
 Bayshore Trace  
 Legal Description .

NY  
 RE 3404 n1182

Lot 4, MIRA MAR SUBDIVISION, according to plat thereof recorded in Plat Book 5, page 50, public records of Hillsborough County, Florida; LESS the West 10 feet thereof; and LESS that part lying in right-of-way of Bayshore Boulevard.

Lots 3 and 4, LESS, that part of Lot 3 lying in right-of-way of Bayshore Boulevard, Block 1, and Lots 3 and 4, and the North 1/2 of Lot 2, LESS the West 10 feet of Lot 4; Block 2, URBANREST SUBDIVISION, according to plat thereof recorded in Plat Book 2, page 1, public records of Hillsborough County, Florida; That part of vacated street of SCOTT AVENUE, also known as CARTER STREET, lying between Lot 3, Block 2, and Lot 4, Block 1, URBANREST SUBDIVISION, according to plat thereof recorded in Plat Book 2, page 1, public records of Hillsborough County, Florida. That part of the West 1/2 of the vacated street of SCOTT AVENUE, also known as CARTER STREET, lying between the North 1/2 of Lot 2, Block 2, and the North 1/2 of Lot 5, Block 1, URBANREST SUBDIVISION, according to plat thereof recorded in Plat Book 2, page 1, public records of Hillsborough County, Florida.

NOTE: This property may also be described as follows:

A tract consisting of part of Lot 4 of MIRA MAR Subdivision, according to map or plat thereof recorded in Plat Book 5, Page 50, public records of Hillsborough County, Florida, and Lot 4 and part of Lot 3, Block 1, and Lot 3 and part each of Lots 2 and 4, Block 2, and part of SCOTT AVENUE (also known as Carter Street) (now vacated) lying between said Lot 4, Block 1 and Lot 3, Block 2, and between the North 1/2 of Lot 2, Block 2, and the North 1/2 of Lot 5, Block 1, all in URBANREST Subdivision, according to map or plat thereof recorded in Plat Book 2, page 1, public records of Hillsborough County, Florida, said tract being described as follows: From the point of intersection of the North boundary of said Lot 4, of MIRA MAR Subdivision and the East right-of-way line of MacDill Avenue, which point is 10.0 feet east of the Northeast corner of said Lot 4, run South along the East right-of-way line of MacDill Avenue a distance of 165.0 feet; run thence West a distance of 1.0 foot to a point which is 10.0 feet East of the Northwest corner of said Lot 4, Block 2, of URBANREST Subdivision; run thence South along the East right-of-way line of MacDill Avenue a distance of 100.0 feet to a point on the South boundary of said

RE 3404 n1183

Lot 4, Block 2; run thence East a distance of 140.0 feet to the Northwest corner of said Lot 2, Block 2, of URBANREST Subdivision; run South along the West boundary of said Lot 2, a distance of 50.0 feet; run thence East along the South boundary of the North 1/2 of said Lot 2 and the South boundary of the North 1/2 of Lot 2, extended Eastward, a distance of 180.0 feet to a point on the centerline of said Scott Street; run thence North along said centerline of Scott Street a distance of 50.0 feet to a point on the Westward extension of the South boundary of said Lot 4, Block 1, of URBANREST SUBDIVISION: run thence East a distance of 324.5 feet to the point of intersection of the South boundary of said Lot 3, Block 1, of URBANREST Subdivision and the Westerly right-of-way line of Bayshore Boulevard; run thence Northerly along said Westerly right-of-way line of Bayshore Boulevard a distance of 265.16 feet to a point on the North boundary of said Lot 4, of MIRA MAR Subdivision; run thence West along said North boundary of Lot 4, of MIRA MAR Subdivision a distance of 632.4 feet to the point-of-beginning.

Exhibit "A"  
DECLARATION OF CONDOMINIUM  
OF  
BAYSHORE TRACE CONDOMINIUM

RECEIVED

AUG 11 4 15 PM '78

CLERK: COURTNEY  
HILLSBOROUGH COUNTY, FLA.

*Amended  
3/25/83*

Bayshore Equity Corporation, a Florida corporation, as the owner in fee simple of the "Land", as hereinafter defined, and all improvements thereon, hereby makes this Declaration of Condominium of Bayshore Trace Condominium.

ARTICLE I

SUBMISSION STATEMENT

Bayshore Equity Corporation hereby submits the "Condominium Property", as hereinafter defined, to condominium ownership under and pursuant to Chapter 718, Florida Statutes, 1976 (the "Condominium Act").

ARTICLE II

NAME

The name by which the Condominium Property is to be identified is:

BAYSHORE TRACE CONDOMINIUM

ARTICLE III

LAND

The legal description of the Land is set forth and particularly described in Exhibit A-1 to this Declaration.

ARTICLE IV

DEFINITIONS

The terms contained in this Declaration which are contained in the Condominium Act shall have the meaning of such terms set forth in such Act, and the following terms shall have the following meanings:

- (a) "Bayshore Trace Condominium" is the name by which the Condominium Property, as hereinafter defined, is to be identified.
- (b) "Condominium Property" means the Land, as hereinafter defined, all improvements thereon, all personal property subjected to condominium ownership hereunder, and all easements and rights appurtenant thereto.
- (c) "Land" means the land particularly described in Exhibit A-1 to this Declaration.
- (d) "Building" means the buildings located on the Land containing "Apartments", as hereinafter defined.
- (e) "Apartment" means a "Unit", as defined in the Condominium Act, which is part of the Condominium Property, and all Apartments are particularly described in Section 3.2 and Exhibit A-2 to this Declaration.
- (f) "Common Elements" means the portions of the Condominium Property not included in the Apartments, and all property, installations and easements described in Section 718.108 of the Condominium Act.
- (g) "Limited Common Elements" means those Common Elements which are reserved for the use of a certain Apartment to the exclusion of the other Apartments.
- (h) "Condominium Parcel" means an Apartment together with the

undivided share in the Common Elements which is appurtenant to such Apartment.

- (i) "Owner" means the owner of an Apartment.
- (j) "Developer" means Bayshore Equity Corporation and the successors to and assigns of the rights of Developer under this Declaration; provided, however, an Owner shall not solely by the purchase of a Condominium Parcel be deemed a successor to or assignee of the rights of Developer under this Declaration unless such Owner is specifically so designated as such successor to or assignee of such rights in the respective instrument of conveyance or any other instrument executed by Developer.
- (k) "Association" means Bayshore Trace Condominium Association, Inc., a Florida corporation not for profit.
- (l) "Board" means the Board of Directors of the Association.
- (m) "Articles" means the Articles of Incorporation of the Association.
- (n) "By-Laws" means the By-Laws of the Association.
- (o) "Rules" means any rules and regulations duly promulgated by the Board pursuant to its powers under any of the "Condominium Documents", as hereinafter defined.
- (p) "Declaration" means this Declaration of Condominium of Bayshore Trace Condominium.
- (q) "Condominium Documents" means this Declaration, the Articles, the By-Laws, the Rules, and any document or instrument referred to or contemplated by the foregoing documents.
- (r) "Common Expenses" means all expenses incurred by the Association.
- (s) "Common Surplus" means the excess of all receipts of the Association over the Common Expenses.
- (t) "Budget" means the annual budget prepared and adopted by the Board for Common Expenses anticipated for the forthcoming year.
- (u) "Annual Assessment" means the annual assessment assessed upon Owners in order for the Association to pay expenses contemplated by the Budget.
- (v) "Special Assessment" means any assessment other than an Annual Assessment assessed by the Board upon an Owner.
- (w) "Institutional First Mortgagee" means any commercial bank; savings bank; savings and loan association; life insurance company; federal agency, corporation or association; mortgage lending corporation, association, or trust; real estate investment trust; any affiliate or subsidiary of the foregoing; or Developer; and any successors or assigns thereof; if and as long as the respective entity or person holds a first mortgage on an Apartment.

ARTICLE V

DESCRIPTION OF IMPROVEMENTS

5.1 General. The improvements included in this Condominium are described on the "survey" as hereinafter defined, and include a swimming pool, together with a series of six connected three level residential apartment buildings and one connected two level building housing the recreation room and an additional apartment (which six connected buildings and recreational building are herein referred to as the "building"). The building contains, in addition to the common elements therein, 127 apartments.

3.2 Apartments. The Apartments consist of improvements and air space only. No part of the land is included in any apartment. Each apartment is identified by a letter (A, B, C, D, E or F) designating which of the six buildings shown on the survey that apartment is located in followed by a two digit arabic number, the first digit designating the floor of the building on which the apartment is located and the latter digit designating the apartments location on such floor (i.e. apartment A-23). The apartment on the second story of the recreational building is specially designated as apartment C-H-1. No apartment bears the same designation as any other apartment. No apartment may be subdivided and no action for partition of an apartment shall lie.

3.3 Survey. Hereto annexed as Exhibit "A-2" and made a part hereof is the survey of the land and a graphic description of the improvements on the land and a plot plan thereof, collectively herein referred to as the "Survey" which survey identifies, among other things, the Common Elements and each apartment and shows accurate representations of their locations and dimensions. Attached to the survey and made a part thereof is a certificate prepared and signed in accordance with the requirements of Section 719.104(1)(e) of the Condominium Act.

3.4 Limited Common Elements -- Air Conditioning Compressors. There is located on the roof one air conditioning compressor for each apartment, and each such air conditioning compressor shall be a limited common element reserved for the use of only one apartment to the exclusion of the other apartments and each owner shall maintain the air conditioning compressor used by his apartment.

3.5 Limited Common Elements -- Balconies. There are located adjacent to each of the apartments, balconies accessible only through those apartments. These balconies shall be limited common elements reserved for the use of only one apartment to the exclusion of the other apartments. Balconies are located and bounded as shown on the survey.

3.6 Parking Spaces. Each owner shall be entitled to the non-exclusive use of one parking space. Notwithstanding the foregoing, all parking spaces shall remain Common Elements and shall be maintained, repaired, replaced and assessed for such maintenance, repair, and replacement in the same manner as Common Elements. Parking Spaces in excess of one space per unit shall be used in accordance with rules and regulations promulgated by the Board.

3.7 Storage Spaces. Notwithstanding the fact that the storage spaces may be assigned for the specific use of given apartments, storage spaces remain common elements and shall be maintained, repaired, replaced and assessed for such maintenance repair and replacement in the same manner as common elements.

3.8 Swimming Pool. There shall be located on the Common Elements a swimming pool which shall be used solely by owners, their family members, guests and invitees in accordance with rules and regulations adopted by the Board.

#### ARTICLE VI

##### SHARE IN COMMON ELEMENTS

Each Apartment shall have appurtenant thereto an undivided share in the Common Elements (subject to the terms and conditions of the Condominium Act and the Condominium Documents) as shown by the percentages of interest set forth in Exhibit A-6 of this Declaration.

#### ARTICLE VII

##### SHARE IN COMMON EXPENSES AND COMMON SURPLUS

Each Apartment shall share Common Expenses and own Common Surplus in the same manner and proportion as the Apartment shares Common

Expenses under Article VI hereof immediately preceding.

#### ARTICLE VIII

##### ASSIGNMENT OF USE OF STORAGE SPACES

Each Owner shall have the right to use exclusively one (1) Storage Space, and upon the conveyance by Developer of an Apartment, Developer shall designate and assign to such Owner the exclusive use of one (1) Storage Space which use shall be an appurtenance to the ownership of such Apartment. Developer shall have the right to so assign the use of any one (1) Storage Space to each Owner until Developer has conveyed all of the Apartments. Upon the original conveyance by Developer of an Apartment to an Owner, Developer shall execute and deliver to the Owner thereof a written "Assignment of Use of Storage Space" in which the particular Storage Space designated for the use of such Apartment is described and in which is set forth the exclusive right of such Owner to use such Storage Space subject to the terms of this Article and any other applicable provisions contained in this Declaration. The Association shall maintain a book for the purpose of recording the current assignee of each Storage Space, and upon the original assignment by the Developer of the use of a Storage Space, the Association shall record such assignment in such book, and the Storage Space and exclusive use thereof shall be appurtenant to said Apartment. Upon conveyance or passing of title to an Apartment, the Owner receiving such title shall give satisfactory evidence of such title to the Association, and the Association shall duly execute and deliver to the grantee or transferee of such Apartment a new Assignment of Use of Storage Space and record such transfer in such book. After the conveyance by the Developer of all Apartments, any Storage Space not assigned by Developer for the use of an Apartment may be assigned, used or leased by the Association or Owners on such terms and conditions as the Association may from time to time determine, subject to the terms and conditions of this Declaration.

#### ARTICLE IX

##### EASEMENTS

9.1 Easement to Public Ways. Developer hereby reserves and grants to and for the benefit of the Association and agents thereof and to Owners, their family members, guests, invitees and licensees an irrevocable perpetual nonexclusive easement for ingress and egress over and across streets, walks, and other rights-of-way which are part of the Common Elements serving Apartments to provide necessary and reasonable access to the public ways.

9.2 Use of Common Elements. Developer hereby reserves and grants to Owners, their family members, guests, invitees and licensees an irrevocable perpetual nonexclusive easement and right to use the Common Elements subject to the terms and conditions of the Condominium Act, this Declaration and any and all Rules promulgated by the Board of Directors of the Association.

9.3 Encroachments. Developer hereby reserves for the benefit of each and every Apartment and Owner an easement upon and over all of the Condominium Property for encroachments which now or hereafter exist caused by settlement or movement of any improvements upon the Condominium Property or caused by minor inaccuracies in the construction, repair or alteration of such improvements, and such easements shall continue until such encroachments no longer exist.

9.4 Utilities. The Common Elements shall be and hereby are reserved and declared to be subject to a perpetual nonexclusive easement for the benefit of Apartments and Owners for the construction, installation, maintenance and repair of utilities and facilities providing services to Owners, including, without limitation, the providing to Owners of electricity, light, telephone, radio or television transmission, gas, water, sewer, drainage, irrigation, power, security, trash or waste removal, or any other utility or services, and Developer hereby reserves unto and for the benefit of itself and the Association the right to further grant any such easements over, across, under or through the Common Elements from time to time as Developer or the Association deems to be necessary or

FILE 3404 r1185

appropriate in the best interests of the Condominium, which reservation Developer or the Association may assign in whole or in part to any county or state government or agency thereof, or any duly licensed or franchised public utility.

9.3 Association. Developer hereby reserves and grants to the Association, its directors, officers, employees and any agent thereof an irrevocable and perpetual nonexclusive easement to enter upon and use the Common Elements in any manner consistent with the rights and obligations of the Association to administer and operate the Condominium and to manage, maintain and repair the Condominium Property.

9.4 Developer. Developer hereby reserves unto and for the benefit of itself, its directors, officers, employees and agents for as long as Developer owns an Apartment an easement and right of use of, over and across the Common Elements in order to develop Bayshore Trace Condominium and carry on a sales and marketing program of Apartments, including the right to place signs, park vehicles, and show the Common Elements to any prospective purchaser of an Apartment.

ARTICLE X

OCCUPANCY AND USE RESTRICTIONS

10.1 Single Family Residential Use. Each Apartment shall be for single-family residential use only and no commercial occupation or activity may be carried on in any Apartment except as such occupation or activity is permitted to be carried on by Developer under this Declaration.

10.2 Pets. No animal, livestock or poultry of any kind shall be kept by an Owner on the Condominium Property; provided, however, an Owner may keep a common household pet or pets in his Apartment provided that such pet or pets (i) shall not be kept, bred, or maintained for commercial purposes; (ii) shall not be an unreasonable nuisance or annoyance to other Owners; and (iii) shall be kept subject to any rules and regulations which may be promulgated from time to time by the Association.

10.3 Signs. No sign, advertisement, notice, lettering or descriptive design of any kind shall be displayed or placed upon any exterior of an Apartment; provided, however, if approved by the Board, the number of the Apartment and the name of the Owner thereof may be placed on the door to an Apartment in a style and manner approved by the Board and one For Sale sign not greater than two square feet may be placed on the inside of one window of an Apartment in a style and manner approved by the Board.

ARTICLE XI

ASSOCIATION

11.1 General. The corporate entity responsible for the operation of the Condominium is Bayshore Trace Condominium Association, Inc., a Florida corporation not for profit ("Association"). The instrument creating the Association is the Articles of Incorporation of the Association, a copy of which is annexed as Exhibit A-3 to this Declaration. A copy of the By-Laws of the Association is annexed as Exhibit A-4 to this Declaration. The Association shall operate the Condominium in accordance with this Declaration, the Articles, the By-Laws and any Rules and Regulations duly adopted by the Board of the Association.

11.2 Membership. Each and every Owner, including Developer as long as Developer is an Owner, shall be a member of the Association and shall have all of the rights and obligations of such members.

11.3 The Board. All of the powers and duties of the Association shall be exercised by the Board or any duly authorized committee, representative or agent of the Board unless otherwise specifically delegated to the members of the Association under any of the Condominium documents. Developer reserves the right to designate a majority of the members and successor members of the Board until the "Turnover Date", as defined in the Articles. Upon and after the Turnover Date, the Board shall be elected by the members of the Association in

accordance with the terms and provisions of the Articles of Incorporation.

11.4 Powers and Duties. The Association shall have all of the powers and duties of the Association provided under law, in this Declaration, in the Articles, or under the Condominium Act.

ARTICLE XII

MEMBERSHIP AND VOTING RIGHTS OF OWNERS

12.1 Membership. Each and every Owner shall be a member of the Association having all of the rights and obligations of members under the Declaration, Articles and By-Laws.

12.2 Voting Rights. The Owner or the Owners collectively of an Apartment shall be entitled to one (1) vote as members of the Association. If there is more than one member with respect to an Apartment as a result of the fee interest in such Apartment being held by more than one person, such members collectively shall be entitled to only one (1) vote. The vote of the Owners of an Apartment owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Apartment, or, if appropriate, by properly designated and authorized officers, partners or principals of the respective legal entity, and filed with the Association, and such certificate shall be valid until revoked by a subsequent such certificate. If such a certificate is not filed with the secretary of the Association, the vote of such Apartment shall not be considered for any purpose.

ARTICLE XIII

MAINTENANCE, REPAIRS AND ALTERATIONS

13.1 Owners.

13.1.1 Apartments. Each Owner shall be solely responsible for the maintenance, repair and replacement of all portions of his Apartment, including doors, windows and screening; all fixtures located within the Apartment, including air conditioning equipment and exhaust fans; all interior surfaces surrounding his Apartment, such as the interior surfaces of walls, ceilings, and floors. Each Owner shall timely and properly perform all such maintenance and repairs which if not so performed would affect an Apartment belonging to another Owner or the Common Elements and each Owner shall be liable for any damages that arise due to his failure to perform the above maintenance, repairs and replacements. Each Apartment shall be maintained and repaired in accordance with the final building plans of the Condominium Property utilized by the Developer, copies of which shall be on file in the office of the Association, subject to any changes or alterations made pursuant to approval by the Board as provided in this Declaration.

13.1.2 Exteriors of Apartments. No Owner shall paint, refurbish, stain, alter, decorate, or change any outside or exterior portion or surface of the Condominium Property, including any walls, balconies, doors, windows, or screens; repair or replace any such item in any manner except in the manner which existed prior to the need for such repair or replacement; place any screening or awning on or in any Apartment; or install on any portion of the Condominium Property any exterior lighting fixture, mailbox, screen door or other similar item without first obtaining specific written approval thereof by the Board, which approval may be withheld by the Board in its sole and absolute discretion, and which approval the Board shall not grant if in its opinion the effect of any of the foregoing will be unsightly and detrimental to the aesthetic appearance of the Condominium Property.

13.1.3 Utilities. Each Owner shall maintain repair and replace as necessary at his sole expense all ducts, conduits, piping, wiring, appliances, fixtures and other facilities located within his Apartment which furnish utility services to the Apartment; provided, however, that all such maintenance, repairs and replacements shall be done by licensed plumbers or electricians approved by the Association.



13.1.4 Access by Association. Each Owner acknowledges and recognizes that any officer or agent of the Association shall have the irrevocable right to have access to each Apartment from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any part of the Common Elements therein or accessible therefrom or at any time as may be necessary for emergency repair thereof to prevent damage to another Apartment or to the Common Elements.

13.1.5 Common Elements. No Owner shall make any alteration in, of, on or to the Common Elements, remove any portion thereof, make any additions thereto, or do anything which shall or may jeopardize or impair the safety or soundness of the Condominium Property or which, in the opinion of the Board, would detrimentally affect the aesthetic appearance or architectural design of the Condominium Property. Any alteration or addition to the Common Elements by an Owner shall be deemed to affect detrimentally the aesthetic appearance and architectural design of the Condominium Property unless the Board consents specifically thereto in writing.

13.1.6 Reports to Association. Each Owner shall promptly report to the Association any defect in need of repair on the Condominium Property of which the Owner has knowledge and for which the Association is responsible to maintain and repair.

13.1.7 Liability for Damage. Each Owner shall be liable to the Association for any damage caused by such Owner or any family member or guest of such Owner to the Common Elements or any part thereof (normal wear, tear and use excepted), and each Owner shall be liable for all costs and expenses incurred by the Association in repairing or replacing Common Elements so damaged by such Owner or his family member or guest.

13.2 The Association

13.2.1 Common Elements. The Association shall maintain, repair and replace as necessary all of the Common Elements; all exterior wall surfaces of the Condominium Property; and all ducts, conduits, piping, wiring, appliances, fixtures and other facilities not located within an Apartment which furnish utility services to Apartments.

13.2.2 Additions and Alterations. The Association shall have the right to make or cause to be made changes, addition, alterations and improvements to and of the Common Elements which are approved by the Board and which do not impair the rights of any Owner or any Institutional First Mortgagee; provided, however, if the cost of any such change, addition, alteration or improvement shall exceed the sum of \$5,000.00, no such change, addition, alteration or improvement shall be made without the approval of two-thirds (2/3) of the Owners. The cost of any such change, addition, alteration, or improvement shall be a Common Expense of the Association assessed upon Owners in the manner provided in this Declaration.

ARTICLE XIV

INSURANCE

14.1 Insurance Coverage

14.1.1 Owners. Each Owner shall have the right to purchase liability insurance for accidents occurring in his own Apartment, liability insurance for the Owner's personal liability for acts or omissions of the Association and casualty insurance for fixtures and personal property located in his own Apartment.

14.1.2 Association. The Association shall obtain and maintain policies of insurance for the purpose of providing the following insurance coverage, and premiums for such coverage and other expenses in connection with such insurance shall be paid by the Association and be charged to Owners as part of the Common Expenses:

- (a) A "master" or "blanket" policy of property insurance in an

amount equal to the then full replacement cost (exclusive of land, foundation, excavation and other items normally excluded from such coverage) of the Common Elements with an endorsement covering partitions and walls within an Apartment, an inflation guard endorsement, and such other endorsements as are deemed necessary by the Board or Institutional First Mortgagee having the highest dollar indebtedness secured by a first mortgage or first mortgage encumbering an Apartment or Apartments, such insurance coverage to afford protection against at least the following:

- (i) Loss of damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, vandalism, malicious mischief, windstorm, and water damage; and

- (ii) Such other risks as shall customarily be covered with respect to property similar to such improvements in construction, location and use.

- (b) A comprehensive policy of public liability insurance covering all of the Common Elements, with severability of interest endorsement or equivalent coverage which would preclude the company issuing such insurance from denying the claim of an Owner because of the negligent acts of the Association or another Owner, with limits not less than \$1,000,000 covering all claims for personal injury and/or property damage arising out of a single occurrence, such coverage to include protection against water damage liability, liability for non-owned and hired automobile, liability for property of others, elevator collisions, and such other risks as shall customarily be covered with respect to areas similar in construction, location and use.

- (c) Flood insurance covering the Common Elements available under the National Flood Insurance Program, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association, and the amount of the coverage of such insurance shall be the maximum amount of flood insurance available under such program.

- (d) Adequate fidelity coverage to protect against dishonest acts on the part of officers, directors and employees of the Association and all others who handle or are responsible for handling funds of the Association, such coverage to be in the form of fidelity bonds which shall name the Association as an obligee and which shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

14.2 Insurance Policies. The policies of insurance contained pursuant to Section 14.1 immediately preceding shall be subject to the following provisions:

- (a) Subject to the provisions of Sections 14.1 and 14.3 hereof, the Board shall determine in its sole discretion the insurers, the policy limits, and the coverage and substantive provisions of such policies; provided, however, any hazard insurance policies obtained by the Association shall be placed with an insurance agent or agents having a place of business in Hillsborough County, Florida, and with insurance companies authorized to do business in the State of Florida which fall into a financial category designated in Best's Key Rating Guide as Class VI or better. - All property hazard insurance policies obtained by the Association will name the "Insurance Trustee", as hereinafter defined, as the party insured under such policy or policies for the benefit of the Owners and the mortgagees of the Apartments, as their respective interests may appear, and the original or a true copy of each of such policies shall be held in the Office of the Association.

- (b) All of such policies shall provide that they shall not be brought into contribution with insurance purchased by Owners or their mortgagees; that coverage shall not be prejudiced by any act or neglect of Owners or of the Association or by Failure of Owners or the Association to comply with any warranty or condition or which they have no notice or with regard to any portion of the Condominium Property over which they do not have control; that coverage may not be cancelled (including cancellation for nonpayment of premium) or substantially modified without at least thirty (30) days prior written notice to any and all insureds named thereunder; and all such policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the

Owners, and their respective agents, employees or tenants, and a waiver of any defenses based upon co-insurance or upon invalidity arising from the acts of any of the insureds thereunder.

**14.3 Approval by Institutional First Mortgagee.** The Institutional First Mortgagee holding the highest dollar indebtedness secured by a first mortgage or first mortgages encumbering an Apartment or Apartments shall have the right to approve the form of such insurance policies, the amounts thereof, the company or companies which shall be the insurers under such policies, the insurance agent or agents placing such insurance, the designation of an Insurance Trustee, and if applicable, the designation of a successor Insurance Trustee, which approval will not be unreasonably delayed or withheld.

**14.4 Mortgagees.** In the event of any damage to the Condominium Property, no mortgagee of an Apartment shall have any right to participate in the determination of whether the damaged property shall be rebuilt, and no mortgagee shall have the right to require that any insurance proceeds held by the Insurance Trustee be applied to the repayment of the loan made by such mortgagee.

**14.5 Insurance Trustee.** The Board shall designate an insurance trustee (the "Insurance Trustee") to act as an insurance trustee in the manner provided in this Declaration, which Insurance Trustee shall be a federal or state commercial bank, savings and loan association, or trust company which is authorized to do business in the State of Florida and which has its principal office in Hillsborough County, Florida, and thereafter, at any time and from time to time, the association shall have the right to change the Insurance Trustee to another such bank, association or company. All policies of casualty insurance purchased by the Association shall be deposited with the Insurance Trustee upon the written acknowledgment by the Insurance Trustee that such policies and any proceeds thereof will be held in accordance with the terms hereof. Such policies shall be held in accordance with the terms hereof. Such policies shall provide that all insurance proceeds payable on account of loss or damage to insured property shall be payable to the Insurance Trustee, and the Insurance Trustee may deduct from such insurance proceeds a reasonable fee for its services as Insurance Trustee, the amount of which shall be determined upon the designation of the Insurance Trustee. The Insurance Trustee shall not be liable in any manner for the payment of any premiums on any policies of insurance, the renewal of any such policies, the sufficiency of the coverage of any such policies, or any failure to collect any insurance proceeds under any such policies. The Board is hereby irrevocably appointed agent for each Owner to adjust all claims arising under insurance policies purchased by the Association in which Owners have or may have an interest.

## ARTICLE XV

### DESTRUCTION OF IMPROVEMENTS

**15.1 General.** The Insurance Trustee shall receive any and all proceeds from the insurance policies held by it as such Insurance Trustee and shall hold such proceeds in trust for the Association, Owners, and mortgagees of Apartments under the terms set forth in this Article XV.

**15.2 Damage Solely to Apartments.** In the event the Insurance Trustee receives insurance proceeds for damage solely to an Apartment or Apartments without any loss to any of the Common Elements, the Insurance Trustee shall immediately apportion and pay all proceeds received as a result of such loss directly to the Owners and, if any, mortgagees of the Apartment so damaged, as their interests may appear, in accordance with the relative proportion of damage sustained by each of the Apartments.

**15.3 Obligation of Owners.** It shall be the duty and obligation of Owners of damaged Apartments, whether or not such Owners receive adequate insurance proceeds to repair or restore their Apartment, to repair and restore solely at their expense their Apartments to the standard and condition required to be maintained under this Declaration. Owners are subject to a Special Assessment, if necessary, in order to provide funds for repair or restoration of an Apartment upon the failure of an Owner to make a required repair or restoration.

**15.4 Determination by Board.** The Board shall determine whether an Apartment or Common Elements or both have suffered damage insured against under any policies held by the Insurance Trustee, the relative damage suffered by Common Elements and Apartments, and the relative damage sustained among Apartments. Notwithstanding any provision in this Declaration to the contrary, in the event this Declaration provides that the Insurance Trustee or the Association is to turn over any insurance proceeds to Owners and/or mortgagees of Apartments, the Board may elect and direct in lieu thereof to retain and utilize such insurance proceeds to make any required repair and restoration of damage Apartments.

### 15.5 Damage to Common Elements or Common Elements and Apartments

**15.5.1 Allocation of Proceeds.** In the event that the Insurance Trustee or Association receives insurance proceeds for damage to Common Elements and Apartments, then such proceeds shall first be applied to repair and restore damaged Common Elements and the remaining proceeds, if any, shall then be applied to repair and restore damaged Apartments. Any deficiency in proceeds to repair damaged Common Elements shall be treated in accordance with Section 15.5.2 hereof. In the event there is any deficiency in proceeds to repair damaged Apartments, then proceeds available to repair damaged Apartments shall be apportioned and paid directly to the Owners and, if any, mortgagees thereof, as their respective interests may appear, in accordance with the relative proportion of damage sustained by each of the Apartments.

**15.5.2 Insurance Proceeds of \$5,000.00 or Less.** In the event the Insurance Trustee received insurance proceeds of an amount equal to or less than Five Thousand (\$5,000.00) Dollars for damage to Common Elements or to Common Elements and Apartments, then the Insurance Trustee shall pay the proceeds received as a result of such loss directly to the Association, and subject to Section 15.5.4 hereof, the Association shall promptly cause the necessary repairs to be made.

**15.5.3 Insurance Proceeds Greater Than \$5,000.00.** In the event the Insurance Trustee receives insurance proceeds for damage to Common Elements or to Common Elements and Apartments in excess of Five thousand (\$5,000.00) Dollars, then the Insurance Trustee shall hold in trust all such insurance proceeds with respect to such damages and, subject to Section 15.5.4 hereof, shall distribute such proceeds in the following manner:

(a) The Board shall obtain detailed estimates or bids for the cost of rebuilding and reconstructing the damaged Common Elements so that such estimates or bids are sufficient to rebuild and reconstruct all of such damaged property.

(b) The Association shall then enter into a construction contract with a general contractor to do the work on a fixed price basis or on any other reasonable terms acceptable to the Association, which contractor shall post a performance and payment bond with respect to such work. The Insurance Trustee shall disburse insurance proceeds and any other funds held by the Insurance Trustee under Section 15.5.1 hereof to such contractors or subcontractors in accordance with the provisions for payment contained in such construction contract; provided, however, prior to any payment of such funds, the payees of such funds shall deliver to the Insurance Trustee any paid bills, architecture or engineer certificates, waivers of liens, or affidavits as may be required under the construction contract, by law, or reasonably requested by the Board or any Institutional First Mortgagee.

**15.5.4 Special Assessment.** In the event that the insurance proceeds which are received by the Association under Section 15.5.2 hereof or which are held by the Insurance Trustee under Section 15.5.3 are insufficient for the repair of all of the damages to the Common Elements which gave rise to such proceeds, the Board shall hold a special meeting to determine a Special Assessment upon the Apartments to obtain the necessary funds to repair and to restore the damaged Common Elements. Such Assessment need not be uniform as to each of the Apartments, but may be in accordance with such factors as the Board shall consider to be fair and equitable under the circumstances, such as the relative location and use of the damaged Common Elements. Upon the determination by the Board of the amount of such Special Assessment, the Board shall immediately

levy such Assessment setting forth the date or dates of payment of the same, and any and all funds received from Owners pursuant to such Assessment shall be delivered to the Association or the Insurance Trustee, whichever is holding the insurance proceeds with respect to such damages, and the Association and Trustee shall disburse such funds in accordance with this Declaration. Notwithstanding the foregoing, in the event such Special Assessment is in excess of Twenty Thousand (\$20,000.00) Dollars, and Owners who are subject to three-fourths (3/4) of the aggregate of such Special Assessment advise the Association in writing on or before the date for the first payment thereof that they are opposed to such Special Assessment, then the available insurance proceeds shall be used to remove all damaged debris, and clean up and sod (if appropriate) the damaged property, and the remaining balance thereof, if any, shall promptly be divided and distributed by the Association or the Insurance Trustee, whichever is holding such funds, to the Owners and mortgagees of damaged Apartments, as their interest may appear (an "Insurance Proceeds Distribution"). Insurance Proceeds Distributions need not be uniform as to each of the Apartments or in accordance with the proportionate share of all Apartments in the Common Surplus, but may be in accordance with such factors as the Board shall consider to be fair and equitable under the circumstances such as the relative location and use of the damaged Common Elements.

**15.5.5 Excess Insurance Proceeds.** In the event that after completing the repair and reconstruction of any damaged Common Elements and after making payment of the Insurance Trustee's fee, any insurance proceeds allocable to the repair of Common Elements remaining in the hands of the Association or the Insurance Trustee shall be divided and disbursed in the manner of an Insurance Proceeds Distribution. In the event any repair of the Common Elements have been paid for by any Special Assessment as well as insurance proceeds, then it shall be presumed that the monies disbursed in payment of any such repairs had been first disbursed from insurance proceeds and then disbursed from funds received upon Special Assessment, and any remaining funds held by the Insurance Trustee or the Association up to an amount equal to funds received upon Special Assessment shall be distributed to the Owners in Proportion with the relative contributions made by Owners by way of Special Assessment.

**15.3.6 Plans and Specifications.** Any repair, rebuilding, or reconstruction of damaged Condominium Property shall be substantially in accordance with the architectural plans and specifications for such damaged property as originally constructed, previously reconstructed or in accordance with new plans and specifications approved by the Board; provided, however, any material or substantive change in new plans and specifications approved by the Board from the plans and specifications of previously constructed property shall require approval by the Institutional First Mortgagee holding the highest dollar indebtedness secured by a mortgage or mortgages on the damaged property.

ARTICLE XVI

CONVEYANCES, LEASES, MORTGAGES

**16.1 General.** In order to assure a community of congenial Owners and to protect the value of the Apartments, no Owner may convey, transfer or dispose of his Apartment or any interest therein by sale, lease, mortgage or otherwise (except to the spouse, parents or children of such Owner) without approval of the Board, which approval shall be obtained in the manner set forth in this Article XVI or except as otherwise provided in this Article XVI.

**16.2 Form of Leases.** Any lease of an Apartment shall be in writing and shall provide that the use of the Apartment is solely for single-family residential use, that the leases shall be subject in all respects to the terms and provisions of this Declaration, and that any failure by the lessee thereunder to comply with such terms and provisions shall be a default under the lease.

**16.3 Sale or Lease.**

**16.3.1 Notice to Association.** Each and every time an Owner intends to sell or lease his Apartment or any interest therein, he (the "Offeror") shall give written notice to the Association of such intention (the "Notice") together with the name and address of the intended purchaser or lessee, the terms

of such purchase or lease, and such other information as the Board may reasonably require (the "Offering"). The giving of such Notice shall constitute a representation and warranty by the Offeror to the Association and any purchaser or lessee produced by the Board, as hereinafter provided, that the Offering is a bona fide offer in all respects. The Notice shall be given by certified mail, return receipt requested, or delivered by hand to the Secretary of the Association who shall give a receipt therefor.

**16.3.2 Association's Election.** Within thirty (30) days after receipt of the Notice, the Board shall either approve the Offering ("Approval") or deliver to the Offeror by written notice (the "Substitution Notice") the name and address of a purchaser or lessee approved by the Board to accept the Offering (a "Substitute Purchaser or Lessee"). Any Approval granted or deemed to have been granted by the Board under this Declaration shall extend for a period of ninety (90) days from the date thereof.

**(a) Approval.** The Approval shall be in writing in recordable form signed by any two (2) members of the Board (the "Certificate of Approval") and it shall be delivered to the Offeror and the proposed purchaser or lessee named in the Offering. Failure of the Board to grant Approval or to furnish a Substitute Purchaser or Lessee within thirty (30) days after the Notice is given shall constitute and be deemed approval of the Offering, and the Board shall be required to prepare and deliver a Certificate of Approval to the Offeror and the purchaser or lessee of the Offeror named in the Offering.

**(b) Substitution.** In the event the Board delivers the Substitution Notice to the Offeror, the Offeror shall be deemed to have made the Offering to the Substitute Purchaser or Lessee, and the Offeror and the Substitute Purchaser or Lessee shall have not less than thirty (30) days subsequent to the delivery of the Substitution Notice to consummate the sale or lease of the Offeror's Apartment. The Offeror shall be obligated to consummate the Offering with the Substitute Purchaser or Lessee upon terms no less favorable than the terms stated in the Offering, and the Offeror shall not be relieved of such obligation except upon the written consent of the Board and the Substitute Purchaser or Lessee. Upon closing with the Substitute Purchaser or Lessee, the Board shall deliver to the Offeror and Substitute Purchaser or Lessee a Certificate of Approval as to the closing. In the event of a default by the Substitute Purchaser or Lessee of his obligation to close under this Declaration and the terms of the Offering, the Board shall deliver a Certificate of Approval to the Offeror as to any proposed purchaser or lessee of the Offeror.

**16.4 Gift, Devise, or Inheritance.**

**16.4.1 Notice to Association.** Any person who has obtained an Apartment by gift, devise, inheritance, or by any other method not considered in this Article XVI (except for the spouse, parents or children of the immediately previous Owner of such Apartment) shall give to the Association notice thereof together with such information concerning the person(s) obtaining such Apartment as may be reasonably required by the Board and a certified copy of the instrument by which such Apartment was obtained. If such notice to the Association is not given to the Association, then at any time after receiving knowledge thereof, the Board shall proceed in accordance with the following paragraph as if it had been given such notice on the date of receipt of such knowledge.

**16.4.2 Approval.** Within thirty (30) days after receipt of the aforementioned notice of knowledge, the Board shall have the right either to approve or disapprove of such transfer of title. Approval of the Board shall be by a Certificate of Approval and shall be delivered to the person who has obtained such title. In the event the Board fails to take any action pursuant to this paragraph within such thirty (30) day period, such failure to act shall be deemed to constitute such approval and the Board shall deliver the Certificate of Approval to the person who has obtained such title.

**16.4.3 Substitution.** In the event the Board disapproves such transfer of title, the Board shall advise in writing, within such thirty (30) day period, the person who has obtained such title of a purchaser or purchasers who will purchase the respective Apartment at its fair market value. The fair market value

of the Apartment will be determined by any one of the following methods determined by the Board: (i) by three (3) M.A.L. appraisers, one of whom shall be selected by the proposed purchaser, one by the person holding title, and one by the two appraisers so selected; (ii) by mutual agreement by the purchaser and the person holding title; or (iii) by one M.A.L. appraiser mutually agreed upon by the purchaser and the person holding title. All costs for such appraisal shall be paid by the purchaser. The purchase price shall be paid in cash and the sale closed within thirty (30) days after the determination of the purchase price. Simultaneously upon notification to the person holding title that the Board has a purchaser for the respective Apartment, the person holding title and such purchaser shall execute a contract providing for the acquisition of such Apartment in accordance with the terms of this Declaration. In the event the purchaser furnished by the Association shall default in his obligation to purchase such Apartment, then the Board shall be required to approve the passage of title to the person then holding title thereof and shall issue and deliver a Certificate of Approval therefor.

**16.5 Recording of Certificate of Approval.** Each and every Certificate of Approval delivered by the Board under any of the foregoing provisions of this Article XVI shall also be recorded by the Board in the Public Records of Hillsborough County, Florida.

**16.6 Mortgages.** An Owner shall not mortgage his Apartment or any interest therein without the written approval of the Board except to Developer, an Institutional First Mortgagee, or a prior Owner as a purchase money mortgage accepted by such Owner as part of a sales transaction of the Apartment. The approval or disapproval of any other mortgagee shall be within the sole and absolute discretion of the Board.

**16.7 Corporations.** Whereas Apartments are to be used solely for single-family residential use, approval by the Board of a corporation or any other legal entity as a purchaser, lessee, or owner of an Apartment shall also require Board approval of the individual natural persons who shall occupy the Apartment.

**16.8 Institutional First Mortgagees.** Notwithstanding any of the foregoing provisions of this Article XVI or any other provision in this Declaration to the contrary, in the event an Institutional First Mortgagee obtains title to an Apartment as a result of foreclosure or by deed in lieu thereof, such mortgagee shall have the absolute and unqualified right to sell, lease, mortgage or otherwise transfer or encumber such Apartment in any way or manner determined by such mortgagee in its sole and absolute discretion without limitation.

## ARTICLE XVII

### COMMON EXPENSES

**17.1 General.** Common Expenses shall include all expenses of the Association contemplated by the Condominium Act, including, without limitation, expenses incurred by the Association in causing the covenants contained in this Declaration to be fulfilled; in carrying out the powers and duties of the Association in operating the Condominium; in preserving the Condominium Property in the manner contemplated by this Declaration; and in maintaining, repairing and replacing the Common Elements. There is hereby imposed upon each Owner the affirmative covenant and obligation to pay his respective share of Common Expenses, which covenant shall run with the Land.

**17.2 Annual Assessments and Special Assessments.** The Association shall assess each Owner for his respective share of the Common Expenses by Annual Assessments determined and payable in the manner provided in this Article XVII of this Declaration and by Special Assessments, if any, assessed by the Association for expenses incurred or to be incurred by the Association as a result of extraordinary items of expense, costs of construction or reconstruction of any part of the Property in excess of insurance proceeds therefor, the failure of an Owner to maintain, repair or replace Condominium Property, the failure of other Owners to pay an Annual or Special Assessment, or such other reason or basis determined by the Board which is not inconsistent with this Declaration and which expenses were not included in the determination of an Annual Assessment. In the event the Board reasonably determines in good faith that the cause of a Special Assessment should

not be borne equally by all of the Apartments, the Association may assess a Special Assessment upon certain, but not all of the Apartments or may assess unequal shares of a Special Assessment upon the Apartments.

**17.3 Annual Assessment.** The total anticipated Common Expenses for a calendar year shall be set forth in a budget adopted by the Board in the year preceding the calendar year for which the budget is adopted (the "Budget"). The total anticipated Common Expenses set forth in such Budget shall be the Annual Assessment for Common Expenses for all of the Apartments for such year (the "Aggregate Annual Assessment"). The share of an Aggregate Annual Assessment allocated to each Apartment shall be determined by multiplying the Aggregate Annual Assessment by the percentage set forth beside each apartment designation on the schedule of percentages of ownership of undivided interest in the Common Elements and Common Surplus and percentages of liability for the Common Expense which schedule is Exhibit A-6 to this Declaration.

**17.4 Deposit.** The Association shall have the right at any time to assess an Owner or Owners for a reasonable deposit to be advanced or maintained to cover and secure prompt payment of any future assessment or assessments.

**17.5 Notice and Late Charge.** There shall be no notice to Owners as and when an installment for an Annual Assessment becomes due and payable, and the Association shall have the right and power to levy not more than a Twenty-Five (\$25.00) Dollar late charge upon an Owner, if, as and when such Owner fails to pay any Annual Assessment or monthly installment thereof or any Special Assessment, or installment thereof as and when any such assessment or installment is due and payable, which late charge shall be in addition to and not in lieu of any other penalties, fees or charges for failure to make timely payment of an assessment and which shall be deemed an assessment subject to the lien rights of the Association and all other rights and remedies of the Association, as hereinafter described.

**17.6 Lien.** Upon the Assessment upon an Apartment of an Annual Assessment or a Special Assessment for Common Expenses determined in the manner set forth in this Declaration, such Annual Assessment or Special Assessment shall be the personal obligation of the Owner or Owners thereof. The Association has and shall have under this Declaration and the Condominium Act a continuing charge and lien on each Apartment for any unpaid assessments, together with interest thereon at the highest rate permitted by law, and costs of collection, if any, including court costs and reasonable attorneys' fees at trial and appellate levels. The lien is effective only from and after recording a claim of lien in the Public Records of Hillsborough County, Florida. Upon full payment of all amounts secured by such lien, the party making such payment shall be entitled to receive from the Association a statement of satisfaction of lien in form for recording.

**17.7 Institutional First Mortgagees.** Notwithstanding any provision in this Declaration to the contrary, in the event an Institutional First Mortgagee or other purchaser obtains title to an Apartment as a result of foreclosure or deed given in lieu of foreclosure, such acquirer of title and its successors and assigns shall not be liable for the share of any Common Expenses or assessments pertaining to such Apartment or chargeable to the former Owner thereof which became due prior to the acquisition of title of such Apartment as a result of such foreclosure or deed in lieu thereof unless such share is secured by a claim of lien for assessments that is recorded amongst the Public records of Hillsborough County, Florida, prior to the recording of the mortgage, and such assessments shall be cancelled upon acquisition of such title by such mortgagee or purchaser. Any such unpaid and cancelled assessments shall be a Common Expense to be spread equally among all Owners, including the mortgagee or purchaser who acquires the Apartment.

**17.8 Remedies.** In the event any Owner fails to pay any Annual Assessment or installment thereof, or any Special Assessment or installment thereof, within fifteen (15) days after the same becomes due and payable, then the Board shall have the right to elect on behalf of the Association to exercise any of the rights or powers of the Association provided in law or in equity or under the Condominium Act, including either some or all of the following remedies, which remedies shall not be mutually exclusive, and the election of any one of such remedies shall not be deemed to be a waiver of any other such remedies:

(a) Acceleration. To accelerate the entire amount of any Annual Assessment or Special Assessment allocable to the Owner for the remainder of the calendar year notwithstanding provisions for the payment thereof in installments;

(b) Advance of Funds. To advance on behalf of the Owner in default all or part of such funds which are due and payable from such Owner, and the amount or amounts of funds so advanced, plus interest thereon at the highest rate permitted by law, and costs of collection, including court costs and reasonable attorneys' fees at trial and appellate levels, may thereupon be collected by the Association, and such advance by the Association shall not be deemed a waiver by the Association of any rights of the Association to collect such due and payable assessment;

(c) Foreclosure. To file a claim of lien in the Public Records of Hillsborough County, Florida under the Condominium Act and to foreclose the Association's lien in the manner a mortgage of real property is foreclosed;

(d) Action at Law. Without waiving any lien rights and rights of foreclosure, to file an action at law to collect such unpaid assessment, plus interest thereon at the highest rate permitted by law, and costs of collection, including court costs and reasonable attorneys' fees at trial and appellate levels; and

(e) Use of Recreation Facilities. Notwithstanding any provision in this Declaration to the contrary or any right of ownership, use or easement granted herein, the Association may prohibit and bar such Owner and any family member or guest thereof from using any recreation facilities which are part of the Common Elements.

ARTICLE XVIII

RIGHTS OF DEVELOPER

18.1 Marketing of Apartments. Notwithstanding Article X hereof or any other provision in this Declaration to the contrary, Developer reserves and shall have the absolute right to enter on, carry on and transact on the Common Elements and in Apartments owned by Developer any activities necessary or appropriate in connection with the sale, leasing or marketing of Apartments, including, without limitation by specification, the right to carry on construction and development activities; place equipment, machinery, supplies, and signs; construct or maintain models of Apartments; park vehicles of prospective purchasers of Apartments or employees and personnel of Developer; and carry on a general sales and marketing program of Apartments.

18.2 Transfer of Apartments. Notwithstanding Article XVI hereof or any other provision in this Declaration to the contrary, Developer reserves and shall have the absolute and unqualified right for as long as Developer owns any Apartment, now or by re-acquisition, to sell, lease, mortgage, or otherwise transfer or encumber any such Apartment in any way or manner and to any person or persons, entity or entities, determined by the Developer in its sole and absolute discretion without limitation.

18.3 Alterations of Apartments. Notwithstanding any provision in this Declaration to the contrary, Developer reserves and shall have the absolute right to alter the interior design, configuration, size and construction of Apartments owned by Developer and to alter, rearrange, and change the boundaries and Common Elements between Apartments owned by Developer so long as any such alteration, arrangement or change referred to in this paragraph shall not alter the shares of Common Elements, Common Expenses and Common Surplus appurtenant to any Apartment not owned by Developer. In the event any alteration, arrangement or change made by Developer pursuant to this Section 18.3 shall require an amendment of this Declaration, then notwithstanding the provisions of Sections 19.10.2 and 19.10.3 of this Declaration, such amendment shall require only the consent of Developer and need not be approved by the Association, other Owners, or any lienors or mortgagees of other Apartments.

ARTICLE XIX

GENERAL PROVISIONS

19.1 Incorporation of the Condominium Documents. Any and all deeds

conveying an Apartment shall be conclusively presumed to have incorporated therein all of the terms and conditions of the Condominium Documents, including this Declaration, whether or not the incorporation of the terms and conditions of the Condominium Documents is specifically set forth by reference in such deeds, and acceptance by an Owner of such a deed shall be deemed acceptance by such Owner of all of the terms and conditions of the Condominium Documents.

19.2 Disputes. In the event there is any dispute as to whether the use of the Condominium Property complies with the terms and conditions contained in this Declaration, such dispute shall be referred to the Board, and the determination rendered by the Board with respect to such dispute shall be final and binding on all parties thereto.

19.3 Enforcement. The terms and conditions contained in this Declaration may be enforced by Developer, the Association, any Owner or Owners, and any Institutional First Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or suit seeking damages, injunction, specific performance, or any other form of relief, against any person, firm or entity violating or attempting to violate any term or condition herein. The failure by any party to enforce any provision contained herein shall in no event be deemed a waiver of such provision or of the right of such party to thereafter enforce such provision. The prevailing party in any such litigation shall be entitled to court costs and reasonable attorneys' fees at trial and appellate levels.

19.4 Indemnification. The Association shall indemnify and hold harmless Developer from and against any and all claims, suits, actions, causes of action and/or damages arising from any personal injury, loss of life, and/or damage to property sustained on or about the Condominium Property and from and against all costs, expenses, counsel fees, expenses and liabilities incurred by Developer arising from any such claim, the investigation thereof, or the defense of any action or proceeding brought thereon, and from and against any orders, judgments and/or decrees which may be entered thereon. The Association shall also indemnify Developer for any expense Developer may incur in bringing any suit or action for the purpose of enforcing the rights of Developer under this Declaration or of compelling the specific enforcement of the terms and conditions contained herein to be kept or performed by the Association or the Owners. The costs and expenses of fulfilling the covenant of indemnification set forth in this Section 19.4 shall be a Common Expense.

19.5 Notices to Owners. Any notice or other communication required or permitted to be given or delivered under any Condominium Documents to any Owner shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to the last known address of the person whose name appears as the Owner on the records of the Apartment at the time of such mailing.

19.6 Notices to Institutional First Mortgagees. Upon receipt by the Association from any Institutional First Mortgagee of a copy of the mortgage held by such mortgagee on an Apartment and a written request that the mortgagee receive any of the following items specified by the mortgagee, then the Association shall timely deliver to such mortgagee, specifically, if and as requested, a copy of any notice of a meeting of the Association or of the Board which is delivered to Owners, a copy of any financial statement of the Association which is delivered to Owners, written notice of any termination by the Association of any professional management of the Condominium Property and the assumption by the Association of the self-management thereof, thirty (30) days prior written notice of the cancellation or termination by the Association of any policy of insurance held by the Association, written notice of any damage to the Common Elements the cost of repair of which is estimated by the Association to be in excess of Ten Thousand (\$10,000.00) Dollars; written notice of any damage to an Apartment the cost of repair of which is estimated by the Association to be in excess of Two Thousand Five Hundred (\$2,500.00) Dollars, written notice of any damage or destruction of the Common Elements which gives rise to net insurance proceeds therefor being available for distribution to the Owner of such Apartment, written notice of any condemnation or eminent domain proceeding or proposed acquisition arising therefrom with respect to the Condominium Property, and written notice of any material amendment to this Declaration or the abandonment or termination of this

19.7 Captions. Article and Section captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit, or in any way affect any of the terms and provisions of this Declaration.

19.8 Gender and Number. Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof and the singular form of any noun or pronoun used herein may be deemed to mean the corresponding plural form thereof and vice versa.

19.9 Severability. In the event any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or a reduction in the term of the same by reason of the legal rule against perpetuities shall in no way affect any other provision which shall remain in full force and effect for such period of time as may be permitted by law.

19.10 Amendment and Modification.

19.10.1 Corrections of Scrivener's Error. An amendment or modification to correct a scrivener's error and any other immaterial defect, omission or error in this Declaration may be made by Developer or the Board without the consent of any of the Owners; provided, however, no such amendment or change shall be inconsistent with the intent and purposes of this Declaration or shall materially impair, prejudice or adversely affect the rights, priorities or property rights of Developer, the Association, any Owner, or any Institutional First Mortgagee without the specific written approval of the party affected thereby. An amendment to correct a scrivener's error described in Section 718.110(5) of the Condominium Act may be approved in the manner provided in said Section.

19.10.2 General. This Declaration may be amended upon the approval of such amendment by a majority of the Board and by the Owners of two-thirds (2/3) of the Apartments.

19.10.3 Limitation Upon Power of Amendment. Notwithstanding any provision in this Declaration to the contrary, this Declaration may not be amended in any way or manner which adversely affects, limits, impairs or prejudices any right of Developer hereunder without the prior written consent of Developer or any rights or priorities of Institutional First Mortgagees without the prior written consent of all of such mortgagees. Except as provided in Section 18.3 hereof, no amendment may change the configuration or size of any Apartment in any material fashion, materially alter or modify the appurtenances to an Apartment, or change the proportion or percentage by which an Owner shares the Common Expenses and owns the Common Surplus unless the Owner and all record holders of liens on the Apartment join in the execution of the Amendment.

19.10.4 Recording of Amendment. Any amendment, modification or change in this Declaration in accordance with the terms and provisions of this Declaration shall be reflected in an instrument placed of record amongst the Public Records of Hillsborough County, Florida.

19.11 Term. This Declaration shall run with and bind the Land and inure to the benefit of Developer, Association, Owners, Institutional First Mortgagees and their respective legal representatives, heirs, successors and assigns unless terminated by the written consent of the Owners of eighty (80%) percent of the Apartments and all of the Institutional First Mortgagees.

IN WITNESS WHEREOF, this Declaration of Condominium of Bayshore Trace Condominium has been signed by Developer the day and year hereinbelow set forth.

In the presence of:

*[Signature]*  
*Dolly Cooper*

BAYSHORE EQUITY CORPORATION

By *[Signature]*  
President

(Corporate Seal)

A-17

STATE OF FLORIDA )  
(SS.  
COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 1977, by Ron Macro, President of Bayshore Equity Corporation, a Florida corporation, on behalf of the corporation.

Notary Public:

My Commission Expires:

*[Faint Notary Seal]*

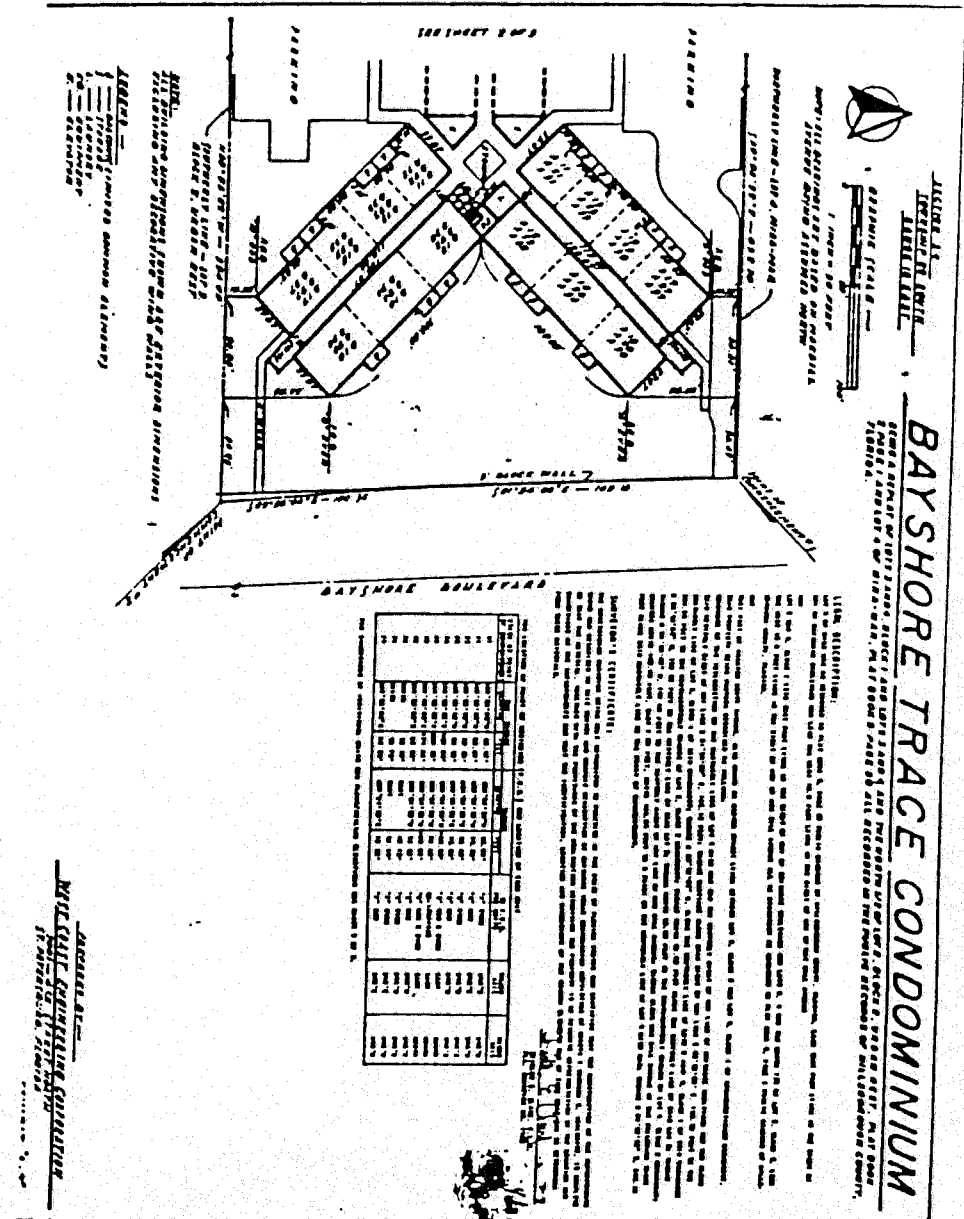
EXHIBIT A-1

LEGAL DESCRIPTION OF THE LAND

Lot 4 of Mira Mar Subdivision, according to map or plat thereof recorded in Plat Book 3, Page 50, Public Records of Hillsborough County, Florida, less that part lying in right-of-way of Bayshore Boulevard, and less the West 10.0 feet in use as right-of-way for MacDill Avenue; and

Lot 3 and 4, less that part of Lot 3 lying in right-of-way of Bayshore Boulevard, Block 1, and Lots 3 and 4 and the North 1/2 of Lot 2, less the West 10.0 feet of said Lot 4 in use as right-of-way for MacDill Avenue, Block 2, of Urbanrest Subdivision, according to the map or plat thereof recorded in Plat Book 2, Page 1, Public Records of Hillsborough County, Florida; and

That part of vacated Scott Avenue, also known as Carter Street, lying between Lot 3, Block 2 and Lot 4, Block 1 of Urbanrest Subdivision, according to map or plat thereof recorded in Plat Book 2, Page 1, Public Records of Hillsborough County, Florida.









INSTR # 2001244436  
OR BK 10970 PG 1788

RECORDED 07/31/2001 03:26 PM  
RICHARD ANE CLERK OF COURT  
HILLSBOROUGH COUNTY  
DEPUTY CLERK B King

Prepared by and return to:  
Ellen Hirsch de Haan, Esq.  
Becker & Potiakoff, P.A.  
5999 Central Avenue, Suite 104  
St. Petersburg, FL 33710

*env.*

CERTIFICATE OF AMENDMENT  
TO THE  
DECLARATION OF CONDOMINIUM OF BAYSHORE TRACE CONDOMINIUM

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium of Bayshore Trace Condominium, as recorded in Official Records Book 3404 at Page 1184 of the Public Records of Hillsborough County, Florida, was duly adopted in the manner provided in the Condominium Documents at a meeting held June 21, 2001, 2001.

IN WITNESS WHEREOF, we have affixed our hands this 16 day of July, 2001, at 3325 Bayshore Blvd., Hillsborough County, Florida.

WITNESSES

BAYSHORE TRACE CONDOMINIUM  
ASSOCIATION, INC.

Sign Glenda A. McMillan

By: Jill Pettigrew  
Jill Pettigrew, President  
Address: 3325 Bayshore Blvd. E-21  
Tampa, FL 33629

Print Glenda A. McMillan

Sign Richard J. Sousa

Print Richard J. Sousa

STATE OF FLORIDA           )  
  ) SS  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 16 day of July, 2001, by Jill Pettigrew, as President of Bayshore Trace Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. She is personally known to me or has produced \_\_\_\_\_ as identification.



Betty M. Watson  
MY COMMISSION # CC810136 EXPIRES  
April 8, 2003  
BONDED THROUGH TROY PAINE INSURANCE, INC.

NOTARY PUBLIC:  
SIGN Betty M. Watson  
PRINT Betty M. Watson  
State of Florida at Large

My Commission Expires:

ADOPTED AMENDMENTS TO  
DECLARATION OF CONDOMINIUM OF  
BAYSHORE TRACE CONDOMINIUM

1. Adopted amendment to Declaration of Condominium, Article XIV, Section 14.1.1, as follows:

ARTICLE XIV

INSURANCE

14.1 Insurance Coverage

14.1.1 Owners. Each Owner shall have the right to purchase liability insurance for accidents occurring in his own Apartment, liability insurance for the owner's personal liability for acts or omissions of the Association. Each Owner shall be required to purchase and casualty insurance for fixtures and personal property located in his own Apartment, as well as insurance to cover all appliances: floor, wall and ceiling coverings: electrical fixtures: air conditioner or heating equipment and water heaters: built-in cabinets: and any other item, personal property, fixture, appliance or equipment for which the Owner has the responsibility to maintain, repair or replace under the Condominium Documents.

2. Adopted amendment to Declaration of Condominium, Article XIV, Section 14.1.2(a), as follows:

ARTICLE XIV

INSURANCE

14.1 Insurance Coverage

14.1.2 Association. The Association shall obtain and maintain policies of insurance for the purpose of providing the following insurance coverage, and premiums for such coverage and other expenses in connection with such insurance shall be paid by the Association and be charged to Owners as part of the Common Expenses:

(a) A "master" or "blanket" policy of property insurance in an amount equal to the then full replacement cost (exclusive of land, foundation, excavation and other items normally excluded from such coverage) of the

Common Elements with an endorsement covering partitions and walls within an Apartment, an inflation guard endorsement, and such other endorsements as are deemed necessary by the Board or Institutional First Mortgagee having the highest dollar indebtedness secured by a first mortgage or first mortgage encumbering an Apartment or Apartments, such insurance coverage to afford protection against at least the following:

(i) Loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, vandalism, malicious mischief, windstorm, and water damage; and

(ii) Such other risks as shall customarily be covered with respect to property similar to such improvements in construction, location and use.

The word "building" in the Association's hazard policy or any other insurance policy issued to protect any insurable improvements, including the condominium building, does not include unit floor coverings, wall coverings, or ceiling coverings and does not include the following equipment located within each unit since the unit owner is required to repair or replace such equipment: electrical fixtures, appliances, air conditioner or heating equipment, water heaters, built-in cabinets, and any other item, personal property, fixture, appliance or equipment permitted to be excluded from the Condominium's insurance policy pursuant to Florida Statute, Section 718.111(11), as same may be amended or renumbered from time to time. Each owner shall be responsible for obtaining insurance coverage on these items, located within his/her own unit, as set forth in Section 14.1.1 above.

PLEASE NOTE: NEW LANGUAGE IS INDICATED BY UNDERLINING;  
DELETED TEXT IS INDICATED BY STRIKE-THROUGHS; AND  
UNAFFECTED TEXT IS INDICATED BY "..."

This instrument was prepared by:  
Ellen Hirsch de Haan, Esquire  
Becker & Poliakoff, P.A.  
5999 Central Ave., Suite 104  
St. Petersburg, Florida 33710

INSTR # 2001402436  
OR BK 11278 PG 0797  
RECORDED 12/15/2001 09:54 AM  
RICHARD AKE CLERK OF COURT  
HILLSBOROUGH COUNTY  
DEPUTY CLERK J Mayo

NOTICE OF INTENTION NOT TO ENFORCE  
CHILD RESTRICTIONS IN THE  
DECLARATION OF CONDOMINIUM OF  
BAYSHORE TRACE CONDOMINIUM

WHEREAS, Bayshore Trace Condominium Association, Inc. (hereinafter "Association") is the Florida not-for-profit corporation which operates and maintains the Bayshore Trace Condominium, a condominium according to the Declaration of Condominium thereof, as recorded in Official Records Book 3404, at Page 1184 et seq., of the Public Records of Hillsborough County, Florida (hereinafter "Declaration"); and

WHEREAS, the Federal Fair Housing Amendments Act of 1988, and the Housing for Older Persons Act of 1995, (hereinafter jointly referred to as "Federal Law"), prohibit discrimination in housing based upon familial status, unless the Community meets certain exceptions provide under the Acts; and

WHEREAS, the Declaration, Article X., Section 10.4(a) provides the following language regarding occupancy of units by children:

10.4 Any lease of an Apartment shall provide that:

(a) No person under the age of eighteen (18) years shall be allowed to reside in a leased apartment.

WHEREAS, the Condominium Community does not meet the tests to qualify as a Housing Opportunity for Older Persons, and does not apply or enforce the child restriction or otherwise regulate the rights of children of any age to permanently occupy a unit in the Community; and

WHEREAS, the Association is desirous of publishing in the County Public Records a formal notice of intention not to enforce the provisions of Article X., Section 10.4(a), of the Declaration of Condominium.

NOW, THEREFORE, notice is hereby given that the Board of Directors of the Association does not currently qualify for an exemption under the Federal Law, and does not enforce the provisions of the Declaration of Condominium, Article X., Section 10.4(a). At this time, permanent occupancy of units by persons of any age is permitted, subject to the other terms and conditions of the Association Governing Documents.

IN WITNESS WHEREOF, we have affixed our hands this 30 day of November, 2001 at the City of Tampa, Hillsborough County, Florida.

WITNESSES

Sign Alvin Westphal  
Print Alvin Westphal

Sign Richard Sosa  
Print Richard Sosa

BAYSHORE TRACE CONDOMINIUM  
ASSOCIATION, INC.

By Jill Pettigrew  
Jill Pettigrew, President  
Address: 3325 Bayshore Boulevard E21  
Tampa, Florida 33629

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing Instrument was acknowledged before me this 30 day of November, 2001, by Jill Pettigrew, as President of Bayshore Trace Condominium Association, Inc. a Florida not-for-profit corporation.

Personally Known  OR  
Produced Identification   
Type of Identification \_\_\_\_\_

print:

NOTARY PUBLIC - STATE OF FLORIDA

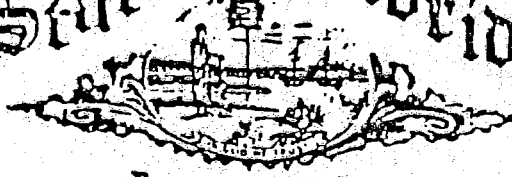
sign: Betty M. Watson

My Commission expires:



Betty M. Watson  
MY COMMISSION # CC110134 EXPIRES  
April 8, 2003  
BONDED THROUGH FARM INSURANCE CO.

# State of Florida



Department of State

I certify that the attached is a true and correct copy of Certificate of Amendment to Articles of Incorporation of BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on April 11, 1983, as shown by the records of this office.

The charter number of this corporation is 741717.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
13th day of April, 1983.



CER-101

George Firestone  
Secretary of State

OFF. REC. 4055 1126

113 110 101 G. 53.00  
RECORDED UP 52 &  
CA 53.00

CERTIFICATE  
OF AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
OF  
BAYSHORE TRACE CONDOMINIUM

Record Verified  
James F. Taylor, Jr.  
Clerk of Circuit Court  
By [Signature]  
Deputy Clerk

NOTICE IS HEREBY GIVEN that the Declaration of Condominium for BAYSHORE TRACE CONDOMINIUM, a condominium as recorded in Official Record Book 3404, at pages 1184 through 1205 in the public records of Hillsborough County, Florida, be, and the same is, hereby amended in accordance with Exhibits A through L attached hereto and entitled "Amendments to Declaration of Condominium of Bayshore Trace Condominium".

Said amendments were adopted by a vote of not less than two-thirds (2/3) of the unit owners after adoption of a resolution proposing such amendments by the Board of Directors and after notice being given to all unit owners of the subject matter of the proposed amendments prior to the meeting at which the proposed amendments were adopted.

IN WITNESS WHEREOF, BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC., has caused these amendments to the Declaration of Condominium of Bayshore Trace Condominium to be executed in its name by the President, and the corporate seal affixed, and attested to by its Secretary this 25th day of March, 1983, at Tampa, Hillsborough County, Florida.

Signed, sealed and delivered in the presence of:

BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC.

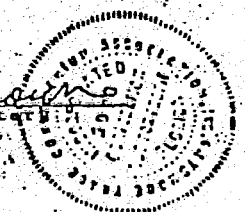
[Signature]

By [Signature]  
Holly A. O'Brien, President

Attest:

JAMES F. TAYLOR, JR.  
CLERK CIRCUIT COURT  
HILLSBOROUGH COUNTY  
TAMPA, FL. 33601

By [Signature]  
Lois L. Brown, Secretary



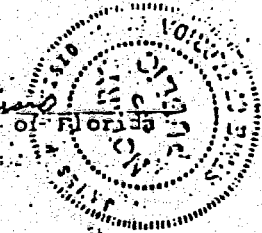
STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

BEFORE ME, a Notary Public, this day personally appeared Holly A. O'Brien and Lois L. Brown, to me well known to be the President and Secretary, respectively, of BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC., and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 25th day of March, 1983.

[Signature]  
Notary Public - State of Florida



My Commission Expires: -

James P. Denisio

June 30, 1986

INDEXED  
SERIALIZED  
DOC STP  
REC'D  
ACC NUM  
TOT DUC  
REC CLK

AMENDMENTS TO  
DECLARATION OF CONDOMINIUM  
OF  
DAYSHORE TRACE CONDOMINIUM

Ref: 4085 pg 1127

ARTICLE IV, Section (1) (recorded at O.R. 3404, pages 1184, 1185) is amended to read as follows:

"Owner" means the owner of record; whether legal or equitable, of an Apartment.

Note: Words in struck-through type are deletions from existing provisions; words underlined are additions.

- EXHIBIT "A"

OFF. REC. 4085 pg 1128

AMENDMENTS TO  
DECLARATION OF CONDOMINIUM  
OF  
BAYSHORE TRACE CONDOMINIUM

ARTICLE V, Section 5.5 (recorded at O.R. 3404, page 1186) is amended to read as follows:

Limited Common Elements - Balconies and Terraces. These are located adjacent to each of the apartments, balconies and terraces accessible only through those apartments. These balconies and terraces shall be limited common elements reserved for the use of only one apartment to the exclusion of the other apartments. Balconies and terraces are located and bounded as shown on the survey.

ARTICLE V, Section 5.7 (recorded at O.R. 3404, page 1186) is amended to read as follows:

Storage Spaces. Notwithstanding the fact that the storage spaces may be assigned for the specific use of given apartments, storage spaces remain common elements and shall be maintained, repaired, replaced and assessed for such maintenance repair and replacement in the same manner as common elements. It shall be the duty of the Owner, however, to maintain the interior of each space, and no Owner shall cause or allow to be caused, any alteration, destruction or defacing of any space.

ARTICLE V, Section 5.8 (recorded at O.R. 3404, page 1186) is amended to read as follows:

Swimming Pool. There shall be located on the Common Elements a swimming pool which shall be used solely by owners, their family members, guests and invitees in accordance with rules and regulations adopted by the Board. In addition to rules regulating the use of the pool, the Board may impose reasonable restrictions and limitations upon the use of the pool by guests, including but not limited to, the number of guests allowed.

Note: Words in struck-through type are deletions from existing provisions; words underlined are additions.

EXHIBIT "B"



OFF: 4085 REC: 1129

AMENDMENTS TO  
DECLARATION OF CONDOMINIUM  
OF  
BAYSHORE TRACE CONDOMINIUM

ARTICLE IX, Section 9.6 (recorded at O.R. 3404, page 1188) is amended by deleting the section in its entirety:

9.6 Developer. Developer hereby reserves unto and for the benefit of itself, its directors, officers, employees and agents for as long as Developer owns an Apartment an easement and right of use of, over and across the Common Elements in order to develop Bayshore Trace Condominium and carry on a sales and marketing program of Apartments, including the right to place signs, park vehicles, and show the Common Elements to any prospective purchaser of an Apartment.

Note: Words in struck-through type are deletions from existing provisions; words underlined are additions.

" EXHIBIT "C"

AMENDMENTS TO  
DECLARATION OF CONDOMINIUM  
OF  
BAYSHORE TRACE CONDOMINIUM

ARTICLE X, Section 10.1 (recorded at O.R. 3404, page 1188) is amended to read as follows:

Single Family Residential Use. Each Apartment shall be for single-family residential use only and no commercial occupation or activity may be carried on in any Apartment except as such occupation or activity is permitted to be carried on ~~by Developer~~ under this Declaration. "Single Family" shall be defined as a head of household, his or her spouse, legal dependents and others related by blood, adoption or marriage, or, no more than two adults who are not related as husband and wife, their legal dependents and others related by blood, adoption or marriage; provided that no person under the age of eighteen (18) shall reside in an apartment.

Under no event shall more than two (2) persons reside in a one bedroom nor may more than four (4) persons reside in a two bedroom apartment.

ARTICLE X, Section 10.2 (recorded at O.R. 3404, page 1188) is amended to read as follows:

Signs. No sign, advertisement, notice, lettering or descriptive design of any kind shall be displayed or placed upon any exterior of an Apartment; provided, however, if approved by the Board, the number of the Apartment and the name of the Owner thereof may be placed on the door to an Apartment in a style and manner approved by the Board, and one For Sale sign not greater than two square feet may be placed on the inside of one window of an Apartment in a style and manner approved by the Board.

ARTICLE X (recorded at O.R. 3404, page 1188) is amended by adding Section 10.4, a new section following Section 10.3, to read as follows:

Any lease of an Apartment shall provide that:

(a) No person under the age of eighteen (18) years be allowed to reside in a leased apartment.

(b) A maximum of two (2) persons may reside in a one-bedroom apartment, and

(c) A maximum of four (4) persons may reside in a two-bedroom apartment.

Note: Words in struck-through type are deletions from existing provisions; words underlined are additions.

OFF. 4055 rec 1131

AMENDMENTS TO  
DECLARATION OF CONDOMINIUM  
OF  
BAYSHORE TRACE CONDOMINIUM

ARTICLE XI, Section 11.4 (recorded at O.R. 3404, page 1189) is amended to read as follows:

Powers and Duties. The Association shall have all of the ~~powers and duties~~ of the Association provided under law, in this Declaration, in the Articles, in the Bylaws, or under the Condominium Act.

Note: Words in struck-through type are deletions from existing provisions; words underlined are additions.

EXHIBIT "E"

AMENDMENTS TO  
DECLARATION OF CONDOMINIUM  
OF  
DAYSHORE TRACE CONDOMINIUM

OFF. 4085 PG 1132

ARTICLE XIII, Section 13.1.4 (recorded at O.R. 3404, page 1190) is amended to read as follows:

Access by Association. Each Owner acknowledges and recognizes that any officer or agent of the Association shall have the irrevocable right to have access to each Apartment from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any part of the Common Elements therein or accessible therefrom or at any time as may be necessary for emergency repair thereof to prevent damage to another Apartment or to the Common Elements, or for security or health purposes.

ARTICLE XIII, Section 13.1.7 (recorded at O.R. 3404, page 1190) is amended to read as follows:

Liability for Damage. Each Owner shall be liable to the Association for any damage caused by such Owner or any family member or guest of such Owner to the Common Elements or any part thereof (normal wear, tear and use excepted), and each Owner shall be liable for all costs and expenses incurred by the Association in repairing or replacing Common Elements so damaged by such Owner or his family member or guest. The Association may bill a unit owner for all such costs, which shall be considered a special assessment upon the Apartment, for which a lien may be imposed.

ARTICLE XIII, Section 13.2.1 (recorded at O.R. 3404, page 1190) is amended to read as follows:

Common Elements. The Association shall maintain, repair and replace as necessary all of the Common Elements; all exterior wall surfaces of the Condominium Property; and all ducts, conduits, piping, wiring, appliances, fixtures and other facilities not located within an Apartment which furnish utility services to Apartments. The Association's duties with respect to wiring shall extend up to and behind the Apartment breaker box, and with respect to plumbing, shall extend up to and behind the interior surface of the Apartment.

Note: Words in struck-through type are deletions from existing provisions; words underlined are additions.

EXHIBIT "F"

AMENDMENTS TO  
DECLARATION OF CONDOMINIUM  
OF  
BAYSHORE TRACE CONDOMINIUM

OFF. REC. 4085 PG 1133

ARTICLE XVI, Section 16.8 (recorded at O.R. J404, page 1196) is amended by deleting the section in its entirety except for the number and title.

16.8 Institutional First Mortgagees. Notwithstanding any of the foregoing provisions of this Article XVI or any other provision in this Declaration to the contrary, in the event an Institutional First Mortgagee obtains title to an Apartment as a result of foreclosure or by deed in lieu thereof, such mortgagee shall have the absolute and unqualified right to sell, lease, mortgage or otherwise transfer or encumber such Apartment in any way or manner determined by such mortgagee in its sole and absolute discretion without limitation.

Note: Words in struck-through type are deletions from existing provisions; words underlined are additions.

EXHIBIT "G"

AMENDMENTS TO  
DECLARATION OF CONDOMINIUM  
OF  
BAYSHORE TRACE CONDOMINIUM

OFF REC: 4085 PG 1134

ARTICLE XVII, Section 17.4 (recorded at O.R. 3404, page 1197) is amended to read as follows:

17.4 Deposit. Acceleration. The Association shall have the right at any time to assess an Owner or Owners for a reasonable deposit to be advanced or maintained to cover and secure prompt payment of any future assessment or assessments. Such action shall be considered an acceleration of monthly installments of annual Assessments.

ARTICLE XVII, Section 17.6 (recorded at O.R. 3404, page 1197) is amended to read as follows:

Lien. Upon the Assessment upon an Apartment of an Annual Assessment or a Special Assessment for Common Expenses determined in the manner set forth in this Declaration, such Annual Assessment or Special Assessment shall be the personal obligation of the Owner or Owners thereof. The Association has and shall have under the Declaration and the Condominium Act a continuing charge and lien on each Apartment for any unpaid assessments, together with interest thereon at the highest rate permitted by law, and costs of collection and enforcement of its lien, if any, including, but not limited to court costs and reasonable attorneys' fees, at trial and appellate levels. The lien is effective only from and after recording a claim of lien in the public records of Hillsborough County, Florida. Upon full payment of all amounts secured by such lien, the party making such payment shall be entitled to receive from the Association a statement of satisfaction of lien in form for recording.

ARTICLE XVII, Section 17.8(b) (recorded at O.R. 3404, page 1197 and 1198) is amended to read as follows:

Advance of Funds. To advance on behalf of the Owner in default all or part of such funds which are due and payable from such Owner, and the amount or amounts of funds so advanced, plus interest thereon at the highest rate permitted by law, and costs of collection and enforcement of its lien including but not limited to court costs and reasonable attorneys' fees at trial and appellate levels, may thereupon be collected by the Association, and such advance by the Association shall not be deemed a waiver by the Association of any rights of the Association to collect such due and payable assessments;

Note: Words in struck-through type are deletions from existing provisions; words underlined are additions.

AMENDMENTS TO  
DECLARATION OF CONDOMINIUM  
OF  
BAYSHORE TRACE CONDOMINIUM

OFF: 4085 PG: 1135  
REF: 1135

ARTICLE XVII, Section 17.8(d) (recorded at O.R. 3404, pages 1197 and 1198) is amended to read as follows:

Action at Law. Without waiving any lien rights and rights of foreclosure, to file an action at law to collect such unpaid assessment, plus interest thereon at the highest rate permitted by law, and costs of collection and enforcement of any lien, including but not limited to court costs and reasonable attorneys' fees, at trial and appellate levels; and

Note: Words in struck-through type are deletions from existing provisions; words underlined are additions.

EXHIBIT "1"

AMENDMENTS TO  
DECLARATION OF CONDOMINIUM  
OF  
BAYSHORE TRACE CONDOMINIUM

OFF. REC. 4085 pg 1136

ARTICLE XVIII, Section 18.1 (recorded at O.R. 3404, page 1198) is amended by deleting the section in its entirety except for the title and number.

18.1 Marketing of Apartments. Notwithstanding Article X hereof or any other provision in this Declaration to the contrary, Developer reserves and shall have the absolute right to enter on, carry on and transact on the Common Elements and in Apartments owned by Developer any activities necessary or appropriate in connection with the sale, leasing or marketing of Apartments, including, without limitation by specification, the right to carry on construction and development activities; place equipment, machinery, supplies, and signs; construct or maintain models of Apartments; park vehicles of prospective purchasers of Apartments or employees and personnel of Developer; and carry on a general sales and marketing program of Apartments.

Note: Words in struck-through type are deletions from existing provisions; words underlined are additions.

EXHIBIT "J"



AMENDMENTS TO  
DECLARATION OF CONDOMINIUM  
OF  
BAYSHORE TRACE CONDOMINIUM

OFF. REC. 4085 PG. 1137

ARTICLE XIX, Section 19.3 (recorded at O.R. 3404, page 1199) is amended to read as follows:

19.3 Enforcement. The terms and conditions contained in this Declaration, the Articles of Incorporation, Bylaws and Rules and Regulations may be enforced by Developer, the Association, any Owner or Owners, and any Institutional First Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or suit seeking damages, injunction, specific performance, or any other form or relief, against any person, firm or entity violating or attempting to violate any term or condition herein. The failure by any party to enforce any provision contained herein shall in no event be deemed a waiver of such provision or of the right of such party to thereafter enforce such provision. The prevailing party in any such litigation shall be entitled to court costs and reasonable attorneys' fees at trial and appellate levels.

ARTICLE XIX, Section 19.4 (recorded at O.R. 3404, page 1199) is amended by deleting the section in its entirety except for the number and title.

19.4 Indemnification. The Association shall indemnify and hold harmless Developer from and against any and all claims, suits, actions, causes of action and/or damages arising from any personal injury, loss of life, and/or damage to property sustained on or about the Condominium Property and from and against all costs, expenses, counsel fees, expenses and liabilities incurred by Developer arising from any such claim, the investigation thereof, or the defense of any action or proceeding brought thereon, and from and against any orders, judgments and/or decrees which may be entered thereon. The Association shall also indemnify Developer for any expense Developer may incur in bringing any suit or action for the purpose of enforcing the rights of Developer under this Declaration or of compelling the specific enforcement of the terms and conditions contained herein to be kept or performed by the Association or the Owners. The costs and expenses of fulfilling the covenant of indemnification set forth in this Section 19.4 shall be a Common Expense.

Note: Words in struck-through type are deletions from existing provisions; words underlined are additions.

EXHIBIT "K"

AMENDMENTS TO  
DECLARATION OF CONDOMINIUM  
OF  
BAYSHORE TRACE CONDOMINIUM

OFF. REC. 4085 PG 1138

ARTICLE XIX, Section 19.5 (recorded at O.R. 3404, page 1199) is amended to read as follows:

19.5 Notices to Owners. Any notice or other communication required or permitted to be given or delivered under any Condominium Documents to any Owner shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to the last known address of the person whose name appears as the Owner on the records of the Apartment at the time of such mailing or by hand delivery to the Owner.

ARTICLE XIX, Section 19.10.1 (recorded at O.R. 3404, page 1200) is amended to read as follows:

19.10.1 Corrections of Scrivener's Error. An amendment or modification to correct a scrivener's error and any other immaterial defect, omission or error in this Declaration may be made by Developer or the Board without the consent of any of the Owners; provided, however, no such amendment or change shall be inconsistent with the intent and purposes of this Declaration or shall materially impair, prejudice, or adversely affect the rights, priorities or property rights of Developer, the Association, any Owner, or any Institutional First Mortgagee without the specific written approval of the party affected thereby. An amendment to correct a scrivener's error described in Section 718.110(5) of the Condominium Act may be approved in the manner provided in said Section.

ARTICLE XIX, Section 19.10.2 (recorded at O.R. 3404, page 1200) is amended to read as follows:

19.10.2 General. This Declaration may be amended upon the approval of such amendment by a majority of the Board and by the Owners of two-thirds (2/3) of the Apartments, in a manner as allowed by the Articles of Incorporation and Bylaws.

ARTICLE XIX, Section 19.10.3 (recorded at O.R. 3404, page 1200) is amended to read as follows:

19.10.3 Limitation Upon Power of Amendment. Notwithstanding any provision in this Declaration to the contrary, this Declaration may not be amended in any way or manner which adversely affects, limits, impairs or prejudices any right of Developer hereunder without the prior written consent of Developer or any rights or priorities of Institutional First Mortgagees without the prior written consent of all such mortgagees. Except as provided in Section 19.3 hereof, No amendment may change the configuration or size of any Apartment in any material fashion, materially alter or modify the appurtenances to an Apartment, or change the proportion or percentage by which an Owner shares the Common Expenses and owns the Common Surplus Unless the Owner and all record holders of liens on the Apartment join in the execution of the Amendment.

Note: Words in struck-through type are deletions from existing provisions; words underlined are additions.

CERTIFICATE OF AMENDMENT TO DECLARATION OF CONDOMINIUM OF BAYSHORE TRACE CONDOMINIUM

CODES TIME 04 5 P 13101979 105 0006 2:00 P RECORD# 006317 C CM. 17.0

NOTICE IS HEREBY GIVEN that the Declaration of Condominium for BAYSHORE TRACE CONDOMINIUM, a condominium as recorded in Official Record Book 3404, at pages 1184 through 1205 in the public records of Hillsborough County, Florida as amended in Official Record Book 4085, page 1126 et seq. in the Public Records of Hillsborough County, Florida, be, and the same is, hereby amended in accordance with Exhibits A and B attached hereto and entitled "Amendments to Declaration of Condominium of Bayshore Trace Condominium".

Said Amendments were adopted by a vote of not less than two-thirds (2/3) of the unit owners after adoption of a resolution proposing such amendments by the Board of Directors and after notice being given to all unit owners of the subject matter of the proposed amendments prior to the meeting at which the proposed amendments were adopted.

IN WITNESS WHEREOF, BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC., has caused these amendments to the Declaration of Condominium of Bayshore Trace Condominium to be executed in its name by the President, and the corporate seal affixed, and attested to by its Secretary this 19th day of December, 1983.

Witnesses:

Handwritten signatures of witnesses: Mary Jane Brown

BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC.

By: Holly A. O'Brien, President

Attest: Lois L. Brown, Secretary

RECORDED VERIFIED Clerk of Circuit Court Hillsborough County, Fla. By Daniel C. ...

AX AX STP

STATE OF FLORIDA COUNTY OF HILLSBOROUGH

BEFORE ME, a Notary Public, this day personally appeared Holly A. O'Brien, to me well known to be the President of BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC., and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 19th day of December, 1983.

Notary Public - State of Florida (Signature: James P. Dennis)

My commission expires: June 30, 1986

STATE OF FLORIDA COUNTY OF HILLSBOROUGH

BEFORE ME, a Notary Public, this day personally appeared

This instrument prepared by William J. Flynn, III, Esquire Jacobs, Robbins, Gaynor, Hampp, Evans, Cole & Shasteen, P.A.

JAMES F. TAYLOR, JR. CLERK CIRCUIT COURT RECORDING DEPT. HILLSBOROUGH CO. TAMPA FL 33601

Lois L. Brown, to me well known to be the Secretary of BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC., and known to me to be the person described in and who executed the foregoing instrument, and acknowledged to and before me that she executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 19th day of December, 1983.

James P. Dennis  
Notary Public-State of Florida

My commission expires: June 30, 1986

EXHIBIT "A"

AMENDMENTS TO  
DECLARATION OF CONDOMINIUM  
OF  
BAYSHORE TRACE CONDOMINIUM

ARTICLE XIV, Section 14.2(b) is amended to read as follows:

All of such policies shall provide that they shall not be brought into contribution with insurance purchased by Owners or their mortgagees; that coverage shall not be prejudiced by any act or neglect of Owners or of the Association or by Failure of Owners or the Association to comply with any warranty or conditions or which they have no notice or with regard to any portion of the Condominium Property over which they do not have control; that coverage may not be cancelled (including cancellation for nonpayment of premium) or substantially modified without at least thirty (30) days prior written notice to any and all insured named thereunder; and all such policies shall contain a waiver of subrogation by the insurer as to any and all claims against ~~the Association~~ the Owners and their respective agents or employees or tenants and a waiver of any defenses based upon co-insurance or upon invalidity arising from the acts of any of the insureds thereunder.

EXHIBIT "B"

AMENDMENTS TO  
DECLARATION OF CONDOMINIUM  
OF  
BAYSHORE TRACE CONDOMINIUM

ARTICLE XVI, Section 16.8 is amended to read as follows:

Institutional First Mortgagees. Notwithstanding any of the foregoing provisions of this Article XVI or any other provision in this Declaration to the contrary, in the event an Institutional First Mortgagee obtains title to an Apartment as a result of foreclosure or by deed in lieu thereof, such mortgagee shall have the right to sell, lease, mortgage or otherwise transfer or encumber such Apartment. Provided, however, said first mortgagee shall be subject to Article X of the Declaration of the Condominium, Article 11 of the Bylaws and all other provisions of the condominium documents for Bayshore Trace, a Condominium pertaining to the use of Apartments and the association's right to approve of all transfers, sales and leases.

CERTIFICATE  
OF AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
OF  
BAYSHORE TRACE CONDOMINIUM

NOTICE IS HEREBY GIVEN that the Declaration of Condominium for BAYSHORE TRACE CONDOMINIUM, a condominium as recorded in Official Record Book 3404, at pages 1184 through 1205 in the public records of Hillsborough County, Florida, be, and the same is, hereby amended in accordance with Exhibit A attached hereto and entitled "Amendment to Declaration of Condominium of Bayshore Trace Condominium".

Said amendment was adopted by a vote of not less than two-thirds (2/3) of the unit owners after adoption of a resolution proposing such amendments by the Board of Directors and after notice being given to all unit owners of the subject matter of the proposed amendment prior to the meeting at which the proposed amendment was adopted.

IN WITNESS WHEREOF, BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC., has caused this amendment to the Declaration of Condominium of Bayshore Trace Condominium to be executed in its name by the President, and the corporate seal affixed, and attested to by its Secretary this 22 day of February, 1986, at Tampa, Hillsborough County, Florida.

Signed, sealed and delivered in the presence of:

BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC.

*[Handwritten signature]*

By Holly A. O'Brien  
Holly A. O'Brien, President

Attest:

By Mary Neupauer  
Mary Neupauer, Secretary

RICHARD L. AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

BEFORE ME, a Notary Public, this day personally appeared Holly A. O'Brien and Mary Neupauer, to me well known to be the President and Secretary, respectively, of BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC., and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 22 day of February, 1986.

[Signature]  
Notary Public-State of Florida

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires July 23, 1989  
Revised May 1987 Edition, Department of State

RECORD VERIFIED  
Richard L. Ake  
Clerk of Circuit Court  
Hillsborough County, Fla.  
By Sandra L. Neely, D.C.

1981 FEB 19 PM 3:24

87030730

REC 5046 40325

P. O. Box 1390  
Tampa, Florida 33601

AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
OF  
BAYSHORE TRACE CONDOMINIUM

ARTICLE X

10.4 Any lease of an Apartment shall provide that:

(a) No person under the age of eighteen (18) years be allowed to reside in a leased apartment.

(b) A maximum of two (2) persons may reside in a one-bedroom apartment, and

(c) A Maximum of four (4) persons may reside in a two-bedroom apartment.

(d) All leases shall be for a period of at least one (1) year, and renewals thereof must be approved by the Board of Directors, 60 days prior to termination.

RECEIVED  
MAY 5 1966  
2 03 26

Note: Words in struck-through type are deletions from existing provisions; words underlined are additions.

EXHIBIT "A"



RECORD VERIFIED

*Richard Ake*  
Clerk of Circuit Court  
Hillsborough County, Fla.  
By Kimberley A. Steele, D.C.

OFF. REC. 5553 1971

CERTIFICATE OF AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
OF BAYSHORE TRACE CONDOMINIUM

NOTICE IS HEREBY GIVEN that the Declaration of Condominium for BAYSHORE TRACE CONDOMINIUM, a condominium as recorded in Official Record Book 3404, at pages 1184 through 1205 in the public records of Hillsborough County, Florida, be, and the same is, hereby amended in accordance with Exhibit A attached hereto and entitled: "Amendment to Declaration of Condominium of Bayshore Trace Condominium".

Said amendment was adopted by a vote of not less than two-thirds (2/3) of the unit owners after adoption of a resolution proposing such amendments by the Board of Directors and after notice being given to all unit owners of the subject matter of the proposed amendment prior to the meeting at which the proposed amendment was adopted.

IN WITNESS WHEREOF, BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC., has caused this amendment to the Declaration of Condominium of Bayshore Trace Condominium to be executed in its name by the President, and the corporate seal affixed, and attested to by its Secretary this 10<sup>th</sup> day of November, 1988, at Tampa, Hillsborough County, Florida.

Signed, sealed and delivered in the presence of:

BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC.

Mary J. Neupauer

By Holly A. O'Brien  
Holly A. O'Brien, President

Attest:

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

By Stephen Kimbler  
Stephen Kimbler, Secretary

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

BEFORE ME, a Notary Public, this day personally appeared Holly A. O'Brien and Stephen Kimbler, to me well known to be the President and Secretary, respectively, of BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC., and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 10<sup>th</sup> day of November 1988.

Frances M. Rabon  
Notary Public-State of Florida

My Commission Expires: My Commission Expires July 25, 1989

Prepared by: Frances Rabon  
3325 Bayshore Blvd.

Return to: Bayshore Trace Condo  
3325 Bayshore Blvd.

AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
OF BAYSHORE TRACE CONDOMINIUM

OFF. 5553 1972  
REC.

ARTICLE XIII

13.1.1 Apartments. Each Owner shall be solely responsible for the maintenance, repair and replacement of all portions of his Apartment, including doors, windows and screening; all fixtures located within the Apartment, including air conditioning equipment and exhaust fans; all interior surfaces surrounding his Apartment, such as the interior surfaces of walls, ceilings, and floors. The only exception being that the Condominium Association will paint the exterior hallway unit door whichever that may be. Each Owner shall timely and properly perform all such maintenance and repairs which if not so performed would affect an Apartment belonging to another Owner or the Common Elements and each Owner shall be liable for any damages that arise due to his failure to perform the above maintenance, repairs and replacements. Each Apartment shall be maintained and repaired in accordance with the final building plans of the Condominium Property utilized by the Developer, copies of which shall be on file in the office of the Association, subject to any changes or alterations made pursuant to approval by the Board as provided in this Declaration.

Note: Words in ~~struck~~ through type are deletions from existing Condominium Documents; words underlined are additions.

EXHIBIT "A"

1 INSTR AND BOOK TO BE KEPT IN RECORD BOOK FOR 1 YEAR FROM DATE WHEN FILED IN RECORD BOOK FOR 1 YEAR

INSTR # 2001233814  
OR BK 10951 PG 1530

RECORDED 07/23/2001 08:53 AM  
RICHARD AKE CLERK OF COURT  
HILLSBOROUGH COUNTY  
DEPUTY CLERK F Tecer

Prepared by and return to:  
Ellen Hirsch de Haan, Esq.  
Becker & Poliakoff, P.A.  
5999 Central Avenue, Suite 104  
St. Petersburg, FL 33710

**CERTIFICATE OF AMENDMENT  
TO THE  
DECLARATION OF CONDOMINIUM OF BAYSHORE TRACE CONDOMINIUM**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium of Bayshore Trace Condominium, as recorded in Official Records Book 3404 at Page 1184 of the Public Records of Hillsborough County, Florida, was duly adopted in the manner provided in the Condominium Documents at a meeting held May 17, 2001.

IN WITNESS WHEREOF, we have affixed our hands this 4 day of June, 2001, at 3325 Bayshore Blvd., Hillsborough County, Florida.

WITNESSES

BAYSHORE TRACE CONDOMINIUM  
ASSOCIATION, INC.

Sign Glenda McMillan

Print Glenda A. McMillan

Sign Richard J. Sousa

Print Richard J. Sousa

By Jill E. Pettigrew  
Jill Pettigrew, President  
Address: 3325 Bayshore Blvd. E21  
Tampa FL 33629

STATE OF FLORIDA )  
) SS  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 4 day of June, 2001, by Jill Pettigrew, as President of Bayshore Trace Condominium Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. She is personally known to me or has produced \_\_\_\_\_ as identification.



Betty M. Watson  
MY COMMISSION # CC810136 EXPIRES  
April 8, 2003  
BONDED THROUGH TROY FARM INSURANCE, INC.

NOTARY PUBLIC:  
SIGN Betty M. Watson  
PRINT Betty M. Watson  
State of Florida at Large

My Commission Expires:

RECORD VERIFIED  
*Richard L. Ake*  
Clerk of Circuit Court  
Hillsborough County, Fla.  
By Sandra L. Neely, D.C.

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
OF BAYSHORE TRACE CONDOMINIUM ASSOCIATION INC.

WE HEREBY CERTIFY THAT the attached amendments to the Declaration of Condominium according to Condominium Plat Book Two, Page 24 of the Official Records of Hillsborough County, Florida, as well as the Declaration thereof recorded in Official Records Book 3404, Page 1184 of the Official Records of Hillsborough County, Florida, were duly adopted in accordance with Article XIX, Section 19.10.2 of the Declaration.

IN WITNESS WHEREOF, we have fixed our hands this 24<sup>th</sup> day of May, 1990, at Hillsborough County, Florida.

BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC.

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

By: *Holly O'Brien*  
Holly O'Brien, President

Witness:

*Leslie Stockett* Date  
*Traci D. Tew* Date

Attest: *Mary F. Neumann*  
Secretary

STATE OF FLORIDA )  
) SS:  
COUNTY OF HILLSBOROUGH)

On this 24<sup>th</sup> day of May, 1990, personally appeared Holly O'Brien, President and *Mary Neumann*, Secretary, and acknowledged that they executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESS my hand and seal this day and year above written.

My Commission:

*Jenni Davis Jimenez*  
Notary Public, State of Florida  
NOTARY PUBLIC, STATE OF FLORIDA.  
COMMISSION EXPIRES: OCT. 26, 1991.  
ISSUED THROUGH NOTARY PUBLIC UNDERWRITERS.

Prepared by: *Holly O'Brien*  
3325 Bayshore Blvd. D34  
Tampa, FL 33629

AMENDMENT TO  
THE DECLARATION OF CONDOMINIUM FOR  
BAYSHORE TRACE

Additional language shown by underlining  
Deleted language shown by ~~strike-throughs~~

ARTICLE XVI

CONVEYANCES, LEASES, MORTGAGES

Section 16.3.1 - Notice to Association

Each and every time an Owner intends to sell or lease or renew a lease on his Apartment or any interest therein, he (the "offeror") shall give written notice to the Association of such intention (the "Notice") together with the name and address of the intended purchaser or lessee, the terms of such purchase or lease, and such other information as the Board may reasonably require (the "Offering"). The giving of such Notice shall constitute a representation and warranty by the Offeror to the Association and any purchaser or lessee produced by the Board, as hereinafter provided, that the Offering is a bona fide offer in all respects. ~~The Notice shall be given by certified mail, return receipt requested, or delivered by hand by the Secretary of the Association who shall give a receipt therefore.~~

CERTIFICATE OF AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
OF BAYSHORE TRACE CONDOMINIUM

NOTICE IS HEREBY GIVEN that the Declaration of Condominium for BAYSHORE TRACE CONDOMINIUM, a condominium as recorded in Official Record Book 3404, at pages 1184 through 1205 in the public records of Hillsborough County, Florida, be, and the same is, hereby amended in accordance with Exhibit A attached hereto and entitled " Amendment to Declaration of Condominium of Bayshore Trace Condominium. "

Said amendment was adopted by a vote of not less than two-thirds (2/3) of the unit owners after adoption of a resolution proposing such amendments by the Board of Directors and after notice being given to all unit owners of the subject matter of the proposed amendment.

IN WITNESS WHEREOF, BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC., has caused this amendment to the Declaration of Condominium of Bayshore Trace Condominium to be executed in its name by the President, and the corporate seal affixed, and attested to by its Secretary this 18<sup>th</sup> day of June, 1992, at Tampa, Hillsborough County, Florida.

Signed, sealed and delivered in the presence of:

Shirley Bialke

BAYSHORE TRACE CONDOMINIUM ASSOCIATION, IN

By Holly A. O'Brien  
Holly A. O'Brien, President

Attest:

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

By Margaret Lynch  
Margaret Lynch, Secretary

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

BEFORE ME, a Notary Public, this day personally appeared Holly A. O'Brien and Margaret Lynch, to me well known to be the President and Secretary, respectively, of BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC., and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 18<sup>th</sup> day of June 1992.

RECORD VERIFIED  
Richard Ake  
Clerk of Circuit Court  
Hillsborough County, Fla.  
By Ramon Dwan, D.C.

Betty Watson  
Notary public-State of Florida

My Commission Expires:

BETTY WATSON  
STATE OF FLORIDA  
My Comm Exp 4/8/95  
BONDED

Prepared by: Betty Watson  
3325 Bayshore Blvd.  
Tampa, Fl. 33629

Return to: Bayshore Trace  
3325 Bayshore  
Tampa, Fl.

AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
OF BAYSHORE TRACE CONDOMINIUM

## ARTICLE XII

AMENDMENT

12.2 (a) An amendment may be first considered by either the Board or the Members, and notice of the subject matter of the proposed amendment shall be set forth in the notice of the meeting (whether of the Board or of the Membership) at which time such proposed amendment shall be considered. Upon approval of a proposed amendment by either the Board or the Members, such proposed amendment shall be submitted for approval to the other of said bodies. Approval by the Members must be by a vote of ~~two-thirds (2/3)~~ a majority of voting interests of the Members present at a meeting of the Members at which a quorum is present, and approval by the Board must be by two-thirds (2/3) of the directors present at a meeting of the directors at which a quorum is present.

Note: Words in ~~struck through~~ type are deletions from existing Condominium Documents; words underlined are additions.

EXHIBIT "A"

AMENDMENTS TO DECLARATION OF CONDOMINIUM OF  
BAYSHORE TRACE CONDOMINIUM

1. Amendment to Declaration of Condominium, Article XVI, Section 16.3.1, to add a new second paragraph, as follows:

ARTICLE XVI  
CONVEYANCES, LEASES, MORTGAGES

16.3 Sale or lease.

16.3.1 Notice to Association. Each and every time an Owner intends to sell or lease or renew a lease on his apartment or any interest there, he (the "Offeror") shall give written notice to the Association of such intention (the "Notice") together with the name and address of the intended purchaser or lessee, the terms of such purchase or lease, and such other information as the Board may reasonably require (the "Offering"). The giving of such Notice shall constitute a representation and warranty by the Offeror to the Association and any purchaser or lessee produced by the Board, as hereinafter provided, that the Offering is a bona fide offer in all respects.

The Association shall have the right to charge a fee for the transfer or lease of an Apartment by its owner of up to \$100.00 per applicant, other than husband and wife, or parent and dependent child, or up to such maximum amount as may be allowed by Florida Law, as amended from time to time, the exact amount to be determined by the Board of Governors from time to time. The fee is to be paid to the Board with the required notice of intent to make a sale or lease, as set forth above, and no transfer will be processed until the fee is paid.

2. Amendment to Declaration of Condominium, Article XVI, to add a new Section 16.3.3, as follows:

ARTICLE XVI  
CONVEYANCES, LEASES, MORTGAGES

16.3 Sale or lease.

16.3.3 Security Deposit. In addition to any transfer fee to be paid for the rental or lease of an Apartment, the Association shall be entitled to charge a security deposit in an amount determined by the Board of Directors from time to time, not to exceed one month's rent being paid for the Apartment in question, or such other amounts as may be permitted by law, as same is amended from time to time. The security deposit shall be retained by the Association during the full term of the lease, and then shall be handled in accordance with applicable Florida Law.

3. Amendment to Declaration of Condominium, Article X, Section 10.2, as follows:



ARTICLE X  
OCCUPANCY AND USE RESTRICTIONS

10.2 Pets. No animals, livestock or poultry of any kind shall be kept by an Owner on the Condominium Property; provided, however, an Owner may keep a common household pet or pets in his Apartment provided such pet or pets (i) shall not be kept, bred, or maintained for commercial purposes; (ii) shall not be an unreasonable nuisance or annoyance to other Owners; and (iii) shall be kept subject to any rules and regulations which may be promulgated from time to time by the Association. Beginning with the date of adoption of this amendment, an Owner or resident may only keep one (1) dog, one dog and one cat, or two cats. Any Owners with more than the permitted number of pets currently in residence will be permitted to keep their pets and are grandfathered under this provision. However, these Owners will be required to register their pets with the Association, and upon the death or removal of any pet over the permitted number, that pet cannot be replaced. No new pet may be brought in if it will create a violation of this Section. No dog may exceed a weight of twenty-five (25) pounds when fully grown. These restrictions do not apply to seeing-eye dogs or service dogs which are trained and certified to assist hearing-impaired or otherwise handicapped persons, as defined by the Federal Laws.

4. Amendment to Declaration of Condominium, Article X, to add a new Section 10.4, as follows:

ARTICLE X  
OCCUPANCY AND USE RESTRICTIONS

10.4 Vehicles. All automobiles shall be parked only in the parking spaces so designated for that purpose by the Association. Owners agree to notify all guests of the regulations regarding parking, and to require guests to abide by such parking regulations. Passenger automobiles, station wagons, vans, light pick-up trucks and sport utility vehicles, and motorcycles which are used as the sole means of transportation, may be parked on the property. Except as provided for in this Section 10.4, no other trucks, commercial vehicles, boats, trailers, campers, golf carts, mobile or motor homes, motorcycles, or any other types of vehicles larger than a passenger automobile will be permitted to be parked on Condominium Property and any such vehicle may be removed by the Association at the expense of the owner of the vehicle. Commercial vehicles will be permitted to temporarily park in guest spaces while providing a service or delivery to a unit, or to provide service or delivery to the Association. Mobile or motor homes may be parked for a period not to exceed a maximum of twenty-four (24) hours, to accommodate loading and unloading supplies. No persons or pets may occupy a mobile or motor home parked within the Community.

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

AMENDMENT TO  
DECLARATION OF CONDOMINIUM  
OF BAYSHORE TRACE CONDOMINIUM

OFF. 5553 P 1972  
REC.

ARTICLE XIII

13.1.1 Apartments. Each Owner shall be solely responsible for the maintenance, repair and replacement of all portions of his Apartment, including doors, windows and screening; all fixtures located within the Apartment, including air conditioning equipment and exhaust fans; all interior surfaces surrounding his Apartment, such as the interior surfaces of walls, ceilings, and floors. The only exception being that the Condominium Association will paint the exterior hallway unit door whichever that may be. Each Owner shall timely and properly perform all such maintenance and repairs which if not so performed would affect an Apartment belonging to another Owner or the Common Elements and each Owner shall be liable for any damages that arise due to his failure to perform the above maintenance, repairs and replacements. Each Apartment shall be maintained and repaired in accordance with the final building plans of the Condominium Property utilized by the Developer, copies of which shall be on file in the office of the Association, subject to any changes or alterations made pursuant to approval by the Board as provided in this Declaration.

Note: Words in ~~struck through~~ type are deletions from existing Condominium Documents; words underlined are additions.

EXHIBIT "A"

ADOPTED AMENDMENTS TO  
DECLARATION OF CONDOMINIUM OF  
BAYSHORE TRACE CONDOMINIUM

1. Adopted amendment to Declaration of Condominium, Article XIV, Section 14.1.1, as follows:

ARTICLE XIV

INSURANCE

14.1 Insurance Coverage

14.1.1 Owners. Each Owner shall have the right to purchase liability insurance for accidents occurring in his own Apartment, liability insurance for the owner's personal liability for acts or omissions of the Association, Each Owner shall be required to purchase and casualty insurance for fixtures and personal property located in his own Apartment, as well as insurance to cover all appliances: floor, wall and ceiling coverings: electrical fixtures: air conditioner or heating equipment and water heaters: built-in cabinets: and any other item, personal property, fixture, appliance or equipment for which the Owner has the responsibility to maintain, repair or replace under the Condominium Documents.

2. Adopted amendment to Declaration of Condominium, Article XIV, Section 14.1.2(a), as follows:

ARTICLE XIV

INSURANCE

14.1 Insurance Coverage

14.1.2 Association. The Association shall obtain and maintain policies of insurance for the purpose of providing the following insurance coverage, and premiums for such coverage and other expenses in connection with such insurance shall be paid by the Association and be charged to Owners as part of the Common Expenses:

- (a) A "master" or "blanket" policy of property insurance in an amount equal to the then full replacement cost (exclusive of land, foundation, excavation and other items normally excluded from such coverage) of the

Common Elements with an endorsement covering partitions and walls within an Apartment, an inflation guard endorsement, and such other endorsements as are deemed necessary by the Board or Institutional First Mortgagee having the highest dollar indebtedness secured by a first mortgage or first mortgage encumbering an Apartment or Apartments, such insurance coverage to afford protection against at least the following:

(i) Loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, vandalism, malicious mischief, windstorm, and water damage; and

(ii) Such other risks as shall customarily be covered with respect to property similar to such improvements in construction, location and use.

The word "building" in the Association's hazard policy or any other insurance policy issued to protect any insurable improvements, including the condominium building, does not include unit floor coverings, wall coverings, or ceiling coverings and does not include the following equipment located within each unit, since the unit owner is required to repair or replace such equipment: electrical fixtures, appliances, air conditioner or heating equipment, water heaters, built-in cabinets, and any other item, personal property, fixture, appliance or equipment permitted to be excluded from the Condominium's insurance policy pursuant to Florida Statute, Section 718.111(11), as same may be amended or renumbered from time to time. Each owner shall be responsible for obtaining insurance coverage on these items, located within his/her own unit, as set forth in Section 14.1.1 above.

PLEASE NOTE: NEW LANGUAGE IS INDICATED BY UNDERLINING; DELETED TEXT IS INDICATED BY STRIKE-THROUGHS; AND UNAFFECTED TEXT IS INDICATED BY "..."

13.1.4 Access by Association. Each Owner acknowledges and recognizes that any officer or agent of the Association shall have the irrevocable right to have access to each Apartment from time to time during reasonable hours as may be necessary for inspection, maintenance, repair or replacement of any part of the Common Elements therein or accessible therefrom or at any time as may be necessary for emergency repair thereof to prevent damage to another Apartment or to the Common Elements.

13.1.5 Common Elements. No Owner shall make any alteration in, of, on or to the Common Elements, remove any portion thereof, make any additions thereto, or do anything which shall or may jeopardize or impair the safety or soundness of the Condominium Property or which, in the opinion of the Board, would detrimentally affect the aesthetic appearance or architectural design of the Condominium Property. Any alteration or addition to the Common Elements by an Owner shall be deemed to affect detrimentally the aesthetic appearance and architectural design of the Condominium Property unless the Board consents specifically thereto in writing.

13.1.6 Reports to Association. Each Owner shall promptly report to the Association any defect in need of repair on the Condominium Property of which the Owner has knowledge and for which the Association is responsible to maintain and repair.

13.1.7 Liability for Damage. Each Owner shall be liable to the Association for any damage caused by such Owner or any family member or guest of such Owner to the Common Elements or any part thereof (normal wear, tear and use excepted), and each Owner shall be liable for all costs and expenses incurred by the Association in repairing or replacing Common Elements so damaged by such Owner or his family member or guest.

13.2 The Association

13.2.1 Common Elements. The Association shall maintain, repair and replace as necessary all of the Common Elements; all exterior wall surfaces of the Condominium Property; and all ducts, conduits, piping, wiring, appliances, fixtures and other facilities not located within an Apartment which furnish utility services to Apartments.

13.2.2 Additions and Alterations. The Association shall have the right to make or cause to be made changes, addition, alterations and improvements to and of the Common Elements which are approved by the Board and which do not impair the rights of any Owner or any Institutional First Mortgagee; provided, however, if the cost of any such change, addition, alteration or improvement shall exceed the sum of \$5,000.00, no such change, addition, alteration or improvement shall be made without the approval of two-thirds (2/3) of the Owners. The cost of any such change, addition, alteration, or improvement shall be a Common Expense of the Association assessed upon Owners in the manner provided in this Declaration.

ARTICLE XIV

INSURANCE

14.1 Insurance Coverage

14.1.1 Owners. Each Owner shall have the right to purchase liability insurance for accidents occurring in his own Apartment, liability insurance for the Owner's personal liability for acts or omissions of the Association and casualty insurance for fixtures and personal property located in his own Apartment.

14.1.2 Association. The Association shall obtain and maintain policies of insurance for the purpose of providing the following insurance coverage, and premiums for such coverage and other expenses in connection with such insurance shall be paid by the Association and be charged to Owners as part of the Common Expenses:

- (a) A "master" or "blanket" policy of property insurance in an

UNIT TAX  
SUN. TAX  
REG. FEE  
ADD. FEE  
REC. FEE

REC: 4085 PG 1139

CERTIFICATE  
OF AMENDMENT TO  
BYLAWS  
OF

BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC.

Notary Public  
James F. Taylor, Jr.  
State of Florida  
*James F. Taylor, Jr.*  
Notary Public

156003  
FILED IN 15 DCP  
FILED IN 15 DCP  
FILED IN 15 DCP  
FILED IN 15 DCP  
FILED IN 15 DCP

NOTICE IS HEREBY GIVEN that the Bylaws of BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC., a Corporation Not For Profit as originally recorded in Official Record Book 3404, at Pages 1215 through 1223 and as amended in Official Record Book 3961, at page 820 in the Public Records of Hillsborough County, Florida, be, and the same is, hereby amended in accordance with Exhibits A through G attached hereto and entitled "Amendments to Bylaws of Bayshore Trace Condominium Association, Inc."

Said amendments were adopted by a vote of not less than a majority of the unit owners present at the meeting of the owners and a majority of the Directors present at the meeting of the Directors, after adoption of a resolution proposing such amendments by the Board of Directors and after notice being given to all unit owners of the subject matter of the proposed amendments prior to the meeting at which the proposed amendments were adopted.

IN WITNESS WHEREOF, BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC., has caused these amendments to the Bylaws of Bayshore Trace Condominium Association, Inc. to be executed in its name by the President, and the corporate seal affixed, and attested to by its Secretary this 25th day of March, 1983 at Tampa, Hillsborough County, Florida.

Signed, sealed and delivered  
in the presence of:

BAYSHORE TRACE CONDOMINIUM  
ASSOCIATION, INC.

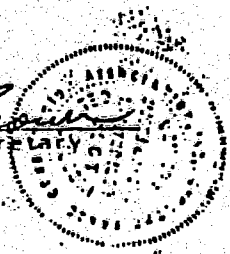
*James F. Taylor, Jr.*

By Holly A. O'Brien  
Holly A. O'Brien, President

Attest:

JAMES F. TAYLOR, JR.  
STATE CLERK COURT  
RECORDS DEPT.  
PALM BEACH COUNTY  
TAMPA, FL 33601

By Lois L. Brown  
Lois L. Brown, Secretary



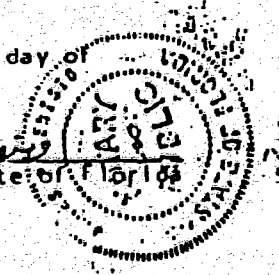
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

BEFORE ME, a Notary Public, this day personally appeared Holly A. O'Brien and Lois L. Brown, to me well known to be the President and Secretary, respectively, of BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC., and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 25th day of March, 1983.

My Commission Expires:  
June 30, 1986

James P. Deniso  
Notary Public - State of Florida  
James P. Deniso



AMENDMENTS TO  
BYLAWS  
OF  
BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC.

OFF. 4085 PG 1140

ARTICLE III, Section 3.2 (recorded at O.R. 3404, page 1216) is amended to read as follows:

The Members shall meet annually during the month of October at the office of the Association or at such other place in Hillsborough County, Florida, as determined by the Board and at a time and date as designated in the notice of such meeting, at ~~7:30~~ 7:30 o'clock ~~p.m.~~ local time, on the second Tuesday in the month of August of each year ~~(the "Annual Meeting")~~ commencing with the year ~~1978~~ 1978 by the Board, provided, however, that if that day the date designated is a legal holiday, then the meeting shall be held at the same hour on the next succeeding ~~Tuesday~~ day which is not a legal holiday. The purpose of an Annual Meeting shall be to hear reports of the officers, elect members of the Board (subject to the provisions of Article X of the Articles), and to transact any other business authorized to be transacted by the Members at such Annual Meeting.

ARTICLE III, Section 3.5 (recorded at O.R. 3404, page 1216 and 1217) is amended to read as follows:

A written notice of all meetings of Members (whether the Annual Meeting or a special meeting of the Members) shall be mailed, with appropriate certificate of mailing certified mail, or hand delivered to each Member entitled to vote thereat at his last known address as it appears on the books of the Association not less than fourteen ~~(14)~~ twenty-one (21) days nor more than thirty ~~(30)~~ days prior to the date of such meeting, or within such other time periods as are specifically required under the Articles, these Bylaws or the Condominium Act. Proof of such mailings shall be given by the affidavit of the person who mailed such notice. The notice shall state the time and place of such meeting and the object for which the meeting is called and shall be signed by an officer of the Association. Notice of all meetings of Members shall be posted at a conspicuous place on the Condominium Property at least fourteen (14) days prior to any such meeting. Any provision herein to the contrary notwithstanding, notice of any meeting may be waived by any Member before, during or after such meeting, which waiver shall be in writing and shall be deemed receipt of notice by such Member of such meeting.

Note: Words in struck-through type are deletions from existing provisions; words underlined are additions.

EXHIBIT "A"

AMENDMENTS TO  
BYLAWS  
OF  
BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC.

OFF REC: 4085 pc1141

ARTICLE III, Section 3.6 (recorded at O.R. 3404, page 1217) is amended to read as follows:

The Members may, at the discretion of the Board, act by written agreement in lieu of a meeting; provided, however, that written notice of the matter or matters to be determined by such Members is given to the Members at the addresses and within the time periods set forth in Section 3.5, immediately preceding for notices of meetings of Members or is duly waived in accordance with such Section. Any determination as to the matter or matters to be determined pursuant to such notice by the number of persons that would be able to determine the subject matter at a meeting shall be binding on all of the Members; provided, however, that a quorum of the membership responds in writing to such notice in the manner set forth in the notice. Any such notice shall set forth a time period during which time a response may be made thereto.

ARTICLE III, Section 3.12 (recorded at O.R. 3404, page 1217 and 1218) is amended to read as follows:

At any time prior to a vote upon any matter at a meeting of the Members, any Member may raise the question of the use of a secret written ballot for the voting on any matter. In the event of the use of such secret written ballot, the chairman of the meeting shall appoint call for nominations and the election of inspectors of election to collect and tally such written ballots upon the completion of the balloting upon such matter.

Note: Words in struck-through type are deletions from existing provisions; words underlined are additions.

EXHIBIT "B"



AMENDMENTS TO  
BYLAWS  
OF  
BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC.

OFF. REC. 4085 PG 1142

ARTICLE IV, Section 4.1 (recorded at O.R. 3404, page 1218) is amended to read as follows:

The form of administration of the Association shall be by a board of directors. The number of directors on the "First Board", as defined in Article X of the Articles, and on the Board thereafter, shall be three ~~(3)~~ seven (7).

ARTICLE IV, Section 4.3 (recorded at O.R. 3404, page 1218) is amended to read as follows:

A vacancy in the First Board shall be filled by the party or parties having the right to elect the director whose membership on the First Board has been vacated. Any such vacancy to be filled by Members other than Developer shall be filled by such Members by election at a special meeting. Vacancies in the Board after the First Board shall be filled by election by the remaining directors. Any person filling the vacancy of a director shall have all of the rights, privileges, duties and obligations as a director elected at an Annual Meeting and shall serve for the term prescribed in Section 4.4 of these Bylaws.

ARTICLE IV, Section 4.4 (recorded at O.R. 3404, page 1218) is amended to read as follows:

During the annual meeting of October, 1983, four (4) directors shall be elected to terms of one (1) year and three (3) shall be elected to terms of two (2) years. Thereafter, the term of each director's service shall extend until the next Annual Meeting and until his successor is duly elected and qualified, or until he is earlier removed from such service in the manner elsewhere provided herein, or until he ceases to be an Owner.

ARTICLE IV, Section 4.5 (recorded at O.R. 3404, page 1218) is amended to read as follows:

A director elected by the Members as provided in the Articles may be removed from office upon the affirmative vote of two-thirds (2/3) of the Members at a special meeting of the Members called by at least ten (10%) percent of the Members for any reason deemed by the Members to be in the best interest of the Association; provided, however, before any director is removed from office, he shall be notified in writing fourteen (14) days prior to the special meeting at which a motion for his removal will be made, and such director shall be given an

Note: Words in struck-through type are deletions from existing provisions; words underlined are additions.

EXHIBIT "C"

AMENDMENTS TO  
BYLAWS  
OF  
BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC.

OFF: 4085 PG 1143

opportunity to be heard at such meeting should he be present thereat. A director may also be removed by a majority vote of the Board upon determination, in the sole opinion of the Board, that the director has had excessive absences from meetings.

ARTICLE IV, Section 4.6 (recorded at O.R. 3404, page 1218) is amended by deleting the section in its entirety except for the number.

4.6 A director designated by Developer, as provided in the Articles, may be removed only by Developer in its sole and absolute discretion without any need for a meeting or vote. Developer shall have the unqualified right to name a successor for any director designated and thereafter removed by it or for any vacancy created on the Board as to a director designated by it, and the Developer, upon such removal or vacancy, shall notify the Board of the name of the respective successor director, and of the commencement date for the term of such successor director.

ARTICLE IV, Section 4.7 (recorded at O.R. 3404, page 1218) is amended to read as follows:

4.7 The organizational meeting of a newly elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary.

ARTICLE IV, Section 4.12 (recorded at O.R. 3404, page 1219) is amended to read as follows:

Directors' fees, if any, shall be determined by the majority of the membership of the Association. Directors shall receive no compensation for their service.

Note: Words in struck-through type are deletions from existing provisions; words underlined are additions.

EXHIBIT "D"

AMENDMENTS TO OFF: 4085 PG 1144  
BYLAWS  
OF  
BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC.

ARTICLE V, (recorded at O.R. 3404, page 1220) is amended by adding Section (m), a new Section following section (l), to read as follows:

(m) To make, levy and collect reasonable fines in accordance with the Articles of Incorporation against Owners for violation of the Declaration, Articles of Incorporation, Bylaws and Rules and Regulations, which fines shall be considered special assessments against an Apartment, and to establish reasonable procedures for hearings on violations and setting fines.

Note: Words in struck-through type are deletions from existing provisions; words underlined are additions.

EXHIBIT "E"

AMENDMENTS TO  
BYLAWS  
OF

OFF: 4085 rc1145

BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC.

ARTICLE VII, Section 7.1 (recorded at O.R. 3404, page 1221) is amended to read as follows:

The Board shall adopt a budget of the anticipated expenses of the Association for each forthcoming fiscal year at a special meeting of the Board ("Budget Meeting") called for that purpose during November ~~December~~ of each year. The budget shall be adopted in accordance with requirements of Chapter 718, F.S.A., as may be amended from time to time. Prior to the Budget Meeting, a proposed budget shall be prepared by or on behalf of the Board, which budget shall include, but not be limited to, the following applicable items of Common Expense: (i) Administration - Salaries, legal and Accounting, Telephone, Supplies and Equipment; (ii) Operating - Electricity, Water and Sewer, Security; (iii) Fixed - Real Estate Taxes, Insurance Premiums, and fees payable to Florida Division of Land Sales and Condominiums; (iv) Maintenance - Equipment and Supplies, Salaries, Maintenance Fees, and Management Fees. Copies of the proposed budget and notice of the exact time and place of the Budget Meeting shall be mailed to each Member at the Member's last known address as shown on the books and records of the Association not less than thirty-(30) days prior to said Budget Meeting, and the Budget Meeting shall be open to all of the Members.

ARTICLE VII, Section 7.4 (recorded in O.k. 3404, page 1221) is amended to read as follows:

The depository of the Association shall be such bank or banks ~~or other depository~~ as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. All Association deposits are to be fully insured by an agency of the United States Government. Withdrawal of monies from such depository shall be only by checks signed by such persons as are authorized by the Board.

Note: Words in struck-through type are deletions from existing provisions; words underlined are additions.

EXHIBIT "F"

AMENDMENTS TO  
BYLAWS  
OF  
BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC.

OFF. 4085 PG 1146

ARTICLE 11, (as previously amended at O.R. 3961, page 820) is amended by deleting it in its entirety.

ARTICLE-11

Use and Occupancy Requirements

11r1 Any lease of an apartment shall be in writing and shall provide that:

(a) The lessee shall be subject in all respects to the terms and provisions of the Declaration;

(b) No pets shall be allowed to occupy an apartment or any portion of the condominium property;

(c) No person under the age of eighteen (18) years shall be allowed to reside in an apartment except that a child of the lessee may occupy the apartment for a period not to exceed two (2) weeks per year;

(d) A maximum of two (2) persons may reside in a one-bedroom apartment;

(e) A maximum of four (4) persons may reside in a two-bedroom apartment.

Any failure by the lessee, under any lease of an apartment entered into subsequent to the adoption of this By-law, to comply with the terms and provisions of this By-law shall be a default under the lease, and the Association shall have the right to enforce the lease by bringing an action at law, or in equity, or by any other legal remedy available to it.

11r2 Any owner who fails to seek and obtain the approval of the Board prior to any sale, lease or any other transfer of any interest in an apartment as provided in Article XVI of the Declaration shall be subject to a fine by the Board in an amount not to exceed the amount of the current annual assessment on the apartment.

11r3 A maximum of two (2) persons may reside in a one-bedroom apartment, and a maximum of four (4) persons may reside in a two-bedroom apartment. Any failure by an owner to comply with the terms of this By-law shall subject such owner to a fine by the Board in an amount not to exceed the amount of the current annual assessment on the apartment.

Note: Words in struck-through type are deletions from existing provisions; words underlines are additions.

EXHIBIT "C"

CERTIFICATE  
OF AMENDMENT TO  
BYLAWS OF  
BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC.

OFF. REC. 5304 009

JK

-NOTICE IS HEREBY GIVEN that the Bylaws of BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC., a Corporation Not For Profit as originally recorded in Official Record Book 3404, at Pages 1215 through 1223 and as amended in Official Record Book 3961, at page 820 and Official Record Book 4085, at page 1139 through 1146 in the Public Records of Hillsborough County, Florida, be, and the same is, hereby amended in accordance with Exhibit A attached hereto and entitled "Amendments to Bylaws of Bayshore Trace Condominium Association, Inc."

1987 DEC 31 AM 10:35

Said amendments were adopted by a vote of not less than a majority of the unit owners present at the meeting of the owners and a majority of the Directors present at the meeting of the Directors, after adoption of a resolution proposing such amendments by the Board of Directors and after notice being given to all unit owners of the subject matter of the proposed amendments prior to the meeting at which the proposed amendments were adopted.

87300008

IN WITNESS WHEREOF, BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC., has caused these amendments to the Bylaws of Bayshore Trace Condominium Association, Inc. to be executed in its name by the President, and the corporate seal affixed, and attested to by its Secretary this 12th day of November 1987 at Tampa, Hillsborough County, Florida.

Signed, sealed and delivered  
in the presence of:

BAYSHORE TRACE CONDOMINIUM  
ASSOCIATION, INC.

*[Handwritten signature]*  
\_\_\_\_\_

By *[Handwritten signature]*  
Holly A. O'Brien, President

Attest:

RECORD VERIFIED  
*[Handwritten signature]*  
Clerk of Circuit Court  
Hillsborough County, Fla.  
By Teresa A. Sireeliman, D.C.

By *[Handwritten signature]*  
Mary Neupauer Secretary

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

BEFORE ME, a Notary Public, this day personally appeared Holly A. O'Brien and Mary Neupauer to me well known to be the President and Secretary, respectively, of BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC., and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 12th day of November, 1987.

*[Handwritten signature]*  
Notary Public--State of Florida  
Frances M. Rabon

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires July 25, 1989  
Bridges One Two Four - Insurance, Inc.

RICHARD L. AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

Return to:

William J. Flynn, III, Esquire  
P. O. Box 1438  
Tampa, Florida 33601

AMENDMENT TO BYLAWS OF  
BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC.

REC: 5304 010

ARTICLE VII

7.7 An audit of the accounts of the Association shall be made ~~annually~~  
every two years by an auditor, accountant, or Certified Public Accountant  
designated by the Board and a copy of a report of such audit shall be furnished  
to each Member not later than the first day of ~~March~~ April of the year following  
the year for which the report is made. The report shall be deemed to be furnished  
to the Member upon delivery or mailing thereof to the Member at the Association  
Member's last known address as shown on the books and records of the Association.  
Provided, however, the Board may in its discretion order an audit more frequently  
than every two years.

CODING: Words in ~~struck~~ through type are deletions from existing Condominium  
Documents; words underlined are additions.

EXHIBIT "A"

CERTIFICATE  
OF AMENDMENT TO  
BYLAWS  
OF

O.R. BOOK 6648 PAGE 243

3

BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC.

NOTICE IS HEREBY GIVEN that the Bylaws of BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC., a Corporation Not For Profit as originally recorded in Official Record Book 3404, at Pages 1215 through 1223 and as amended in Official Record Book 3961, at page 820 in the Public Records of Hillsborough County, Florida, be and the same is, hereby amended in accordance with Exhibits A and B attached hereto and entitled "Amendments to Bylaws of Bayshore Trace Condominium Association, Inc. "

Said amendments were adopted by a vote of not less than two-thirds (2/3) of the unit owners, after adoption of a resolution proposing such amendments by the Board of Directors and after notice being given to all unit owners of the subject matter of the proposed amendments.

IN WITNESS WHEREOF, BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC., has caused these amendments to the Bylaws of Bayshore Trace Condominium Association, Inc. to be executed in its name by the President, and the corporate seal affixed, and attested to by its Secretary this 18th day of June, 1992 at Tampa, Hillsborough County, Florida.

Signed, sealed and delivered **RECORD VERIFIED** BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC. in the presence of:

Shirley Bialik

Richard Ake  
Clerk of Circuit Court  
Hillsborough County, Fla.  
By Ramon Duran, D.C.

Holly A. O'Brien  
Holly A. O'Brien, President

Attest:

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

By Margaret Lynch  
Margaret Lynch, Secretary

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

BEFORE ME, a Notary Public, this day personally appeared Holly A. O'Brien and Margaret Lynch, to me well known to be the President and Secretary, respectively, of BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC., and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purposes therein expressed.

WITNESS my hand and official seal this 18th day of June, 1992.

Betty Watson  
Notary Public - State of Florida

My Commission Expires:

BETTY WATSON  
Notary Public  
STATE OF FLORIDA  
My Comm Exp 4/8/95  
BONDED

Prepared by: Betty Watson  
33205 Bayshore Blvd.  
Tampa, Fl. 33629

Return to: Bayshore Trace  
33205 Bayshore  
Tampa, Fl. 3



AMENDMENTS TO  
BYLAWS  
OF  
BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC.

ARTICLE III

3.8 If At any meetings of the Members there shall be less than a quorum present; the majority of those present may adjourn the meeting from time to time until a quorum is present, provided that all of the members present at any such reconvening following adjournment shall ( notwithstanding that a majority of such members are not present ) constitute a quorum for all purposes if the members were notified of such reconvening in the manner required for notices of meetings as set forth in Paragraph 3.6 of this Article III.

the percentage of voting interests required to constitute a quorum at a meeting of the Members shall be a majority of voting interests. Except as specifically otherwise provided herein, after January 1, 1992, unit owners may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the division. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes taken to waive or reduce reserves, for votes taken to waive financial statement requirements, for votes taken to amend the declaration pursuant to s. 718.110; for votes taken to amend the articles of incorporation or bylaws, and for any other matter which requires or permits a vote of the unit owners. After January 1, 1992, no proxy, limited or general, shall be used in the election of board members. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. Notwithstanding the provisions of this subparagraph, unit owners may vote in person at unit owner meetings. Nothing contained herein shall limit the use of general proxies or require the use of limited proxies for any agenda item or election at any meeting of a time-share condominium association.

Note: Words in struck through type are deletions from existing Condominium Documents; words underlined are additions.

EXHIBIT "A"

AMENDMENT TO  
BYLAWS  
OF  
BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC.

O.R. BOOK 6648 PAGE 245

ARTICLE III

3.10 Voting rights of Members shall be as stated in the Articles. Such votes may be cast in person or by proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted by a Member to vote for him and in his place and stead. Proxies shall be in writing, and except as otherwise stated therein, shall be valid only for the particular meeting, meetings, or period of time designated therein and any adjournment thereof if so stated. A proxy or copy thereof must be filed with the Secretary any time before the appointed time of the meeting in order to be effective. Any proxy-except a proxy which by its terms states otherwise may be revoked prior to the time a vote is cast pursuant to such proxy.

After January 1, 1992, the board of administration shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the board of administration, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise. Not less than 60 days before a scheduled election, the association shall mail or deliver, whether by separate association mailing or included in another association mailing or delivery including regularly published newsletters, to each unit owner entitled to vote, a first note of the date of the election. Any unit owner or other eligible person desiring to be a candidate for the board of administration shall give written notice to the secretary of the association not less than 40 days before a scheduled election. Not less than 30 days before the election meeting, the association shall then mail or deliver a second notice of the meeting to all unit owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the association shall include an information sheet, no larger than 8 1/2 inches by 11 inches furnished by the candidate, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the association. The division shall by rule establish voting procedures consistent with the provisions contained herein, including rules providing for the secrecy of ballots. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement or minimum number of votes necessary for election of members of the board of administration. No unit owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A unit owner who needs assistance in casting the ballot for the reasons stated in s. 101.051 may obtain assistance in casting the ballot. Any unit owner violating this provision may be fined by the association in accordance with s. 718.303.

Note: Words in struck-through type are deletions from existing Condominium Documents; words underlined are additions.

EXHIBIT "B"

584

CERTIFICATE OF AMENDMENT TO  
RULES AND REGULATIONS OF  
BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC.

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

NOTICE IS HEREBY GIVEN that the Rules and Regulations of BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC., a Corporation Not For Profit, as originally recorded in Official Record Book 3404, at Pages 1224 through 1226 in the Public Records of Hillsborough County, Florida, be, and the same is, hereby amended in accordance with Exhibit A attached hereto and entitled " BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC. CORPORATE RESOLUTION REGARDING TELECOMMUNICATIONS RECEPTION DEVICES "

Said amendments were adopted by a vote of not less than a majority of the Directors present at the meeting of the Directors, after adoption of a resolution proposing such amendments by the Board of Directors.

IN WITNESS WHEREOF, BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC., has caused these amendments to the Rules and Regulations of Bayshore Trace Condominium Association, Inc. to be executed in its name by the President, and the corporate seal affixed, and attested to by its Secretary this 10 day of July, 1997 at Tampa, Hillsborough County, Florida.

Signed, sealed and delivered in the presence of:

✓ BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC.  
3325 Bayshore Blvd, Tampa 33629

Blenda McMillan  
Witness

Jill E. Pettigrew  
Jill Pettigrew, President

Margaret Lynch  
Witness

Barbara Kent  
Barbara Kent, Secretary

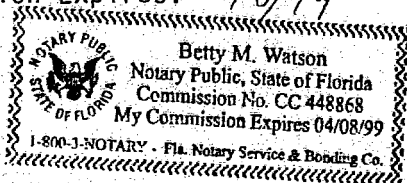
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

BEFORE ME, a Notary Public, this day personally appeared Jill Pettigrew and Barbara Kent, to me well known to be the President and Secretary, respectively of BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC., and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purpose herein expressed.

WITNESS my hand and official seal this 10 day of July, 1997.

My Commission Expires: 4/8/99

Betty M. Watson  
Notary Public State of Florida



1997 JUL 14 PM 12:34

0097180013

Prepared by: ~~and Return to:~~  
 Robert L. Tankel, P.A.  
 1299 Main Street, Suite F  
 Dunedin, FL 34698-5333

Return to:  
 Barbara J. Kent  
 3325 Bayshore Blvd. E-12  
 Tampa, Fl. 33629

**BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC.  
 CORPORATE RESOLUTION REGARDING TELECOMMUNICATION RECEPTION  
 DEVICES**

Upon motion duly made by Barbara J. Kent, duly seconded by Marilyn K. Hall, the following Resolution was adopted by a unanimous vote of the Board of Directors of BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC., ("Association").

WHEREAS, the Board of Directors, (hereinafter "Board"), is the entity charged with the enforcement of the Declaration of Condominium of Bayshore Trace A Condominium as described in the Public Records of Hillsborough County, Florida; and

WHEREAS, the Board has carefully considered all the information brought before it,

NOW THEREFORE, be it resolved by the Board as follows:

In the matter of Association compliance with the Telecommunications Act of 1996, and more specifically, Section 207 thereof, in order to avoid unreasonable costs, delays or prevention of the installation, maintenance or use of TVBS, MMDS and DBS receptors ("Devices"), or preclude reception of an acceptable quality signal, the Board of Directors hereby expressly finds the following facts concerning installation of such Devices:

1. Bayshore Trace are condominiums governed by Chapter 718 Florida Statutes. As a result, owners have very little property over which they own or have exclusive use of. The exclusive use property within the condominium consists of balconies or terraces as defined in the Declaration of Condominium.

2. In order to protect the health, safety and welfare of the owners subject to the Declaration it is necessary to ensure that installation of such Devices are installed in strict compliance with the Southern Building Code and the National Fire Prevention Association, Inc. Model Code. Due to the fact that Central Florida is subject to a high number of lightning strikes, no device shall be installed outside of the imaginary boundary formed by the inside of the railing of the balcony or terrace. Additionally such installations shall comply with the requirements (if any) of all other appurtenances or fixtures that are comparable in size, weight or appearance, that may be allowed to be placed on the balconies pursuant to the condominium documents or other rules or regulations of the Association.

3. In light of the express findings by the Federal Communications Commission that screening of these Devices is permissible, and in light of the fact that installation of such devices on the balconies may cause an architectural eyesore, to the extent that screening or camouflage of such devices would not interfere with safety requirements or reception of a quality signal, the Board hereby adopts the following with regard to installation and location of the devices:

a. Proposed installation plans shall be submitted by each owner to the Board by Certified Mail, Return Receipt Requested at least ten (10) days prior to such installation. Failure of the Board to disapprove of the proposed installation shall constitute approval of the

installation. All applications shall be sent by Certified Mail, Return Receipt Requested to the Association at 3325 Bayshore Blvd., Tampa, Florida 33629. All applications shall be accompanied by a fee of twenty dollars (\$20.00) in order to process same on an expedited basis and to avoid the unreasonable expenses prohibited by the Telecommunications Act. If the installation is routine conforming to all restrictions contained herein, the installation may begin immediately. If the installation is other than routine for any reason, the owner and the Association shall establish a mutually convenient time to discuss alternative installation methods.

b. All installations of such Devices shall be located either within the unit, or on the balcony or terrace, not visible from any other unit, any portion of the Common Elements or publicly dedicated streets. No devices may be located on any portion of the Common Elements. With regard to TVBS Devices, same shall be installed only as allowed for other devices. No TVBS Device may extend on the common elements or beyond the edge of the balcony or patio. Where this requirement "impairs" reception, as defined by the F.C.C., the Board shall work with the person submitting the plans in question to resolve same in an equitable, case by case fashion.

c. Where necessary, reasonable architectural modifications to the Device, or balcony such as change of paint color, and/or other architectural camouflage designed to conceal the Device may be required. Such instances shall be considered on a case-by-case basis, and approvals must be requested and received in writing, in advance, prior to such installation in any event. Furthermore, in the event that Association subscribes to a bulk cable contract, the Owner shall not be excused from any portion of the common expenses attributable thereto.

d. All installations shall meet the minimum wind load requirements of the Southern Building Code (latest addition) concerning wind resistivity and other applicable requirements.

4. All Installations shall be completed so that they do not materially damage the common elements, limited common elements or individual units or in any way impair the integrity of the Condominium. Any installer other than the record title holder of the condominium parcel shall provide the Association with an insurance certificate listing the Association as a named insured prior to installation. Insurance shall meet the following minimum limits: Contractor's General Liability (including completed operations): statutory minimum amount. Worker's Compensation: statutory limits. The purpose of this restriction is to insure Devices are installed in a manner that complies with building and safety codes and manufacturer's instruction's. This provision shall be applicable to any other installation of similar appurtenances or fixtures as set forth (2) above.

5. There shall be no penetrations of exterior, exclusive use areas of the condominium unless it is necessary to receive an acceptable quality signal or it would unreasonably increase the cost of Device installation. The following devices shall be used unless they would prevent an acceptable quality signal or unreasonably increase the cost of Device installation, maintenance or use: devices that permit the transmission of telecommunication signals through a glass plane without cutting or drilling a hole through the glass plane and devices, such as rib and cable, which permit the transmission of telecommunication signals through a window or door without penetrating the wall; or existing wiring for transmitting telecommunications signals and cable service signals. If penetration of the exterior of the condominium property is necessary, the penetration shall be properly water proofed and sealed in accordance with industry standards and all building code requirements. The purpose of this rule is to prevent structural damage to the condominium property. Proof of proper installation shall be submitted to the Association as part of the plan described herein.

6. Maintenance. Persons who install or maintain Devices are responsible for all associated costs, including but not limited to: place or replace, repair, maintain and move or remove Devices; repair damage to any property caused by Device installation, maintenance or

use; pay medical expenses incurred by persons injured by Device installation, maintenance or use; reimburse association members or unit occupants or the Association for damage caused by Device installation, maintenance or use, and to restore Device installation sites to their original condition after removal of the device.

a. Owners shall not permit their Devices to fall into disrepair or to become a safety hazard. Owners shall be responsible for Device maintenance, repair and replacement, and the correction of any safety hazard.

b. If Devices become detached, owners shall remove or repair such detachment within seventy two (72) hours of the detachment. If the detachment threatens safety, the Association may remove the Device at the expense of the owner.

c. Owners shall be responsible for Device repainting or replacements if the exterior surface of the Device deteriorates.

d. Devices shall not obstruct access for ingress or egress from any unit walkway, any area or portion of the common elements, or any other areas necessary for the safe operation of the condominium. The purpose of this requirement is to insure the safety of Association members and personnel in safe and easy access to the Association's physical plant.

e. Installations must comply with all applicable codes, take aesthetic considerations into account, and minimize the impact to the exterior and structure of the unit.

f. To prevent electrical and fire damage, devices shall be permanently grounded.

7. Severability. If any provision of the resolution is ruled invalid, the remainder shall remain in full force and effect.

8. All Devices not covered by the F.C.C. Rule are prohibited. No more than one Device of any kind may be installed.

IN WITNESS WHEREOF, the Board has adopted this resolution this 15 day of May, 1997.

BAYSHORE TRACE CONDOMINIUM  
ASSOCIATION, INC.

By: Holly O'Brien  
Holly O'Brien, President  
Barbara Kent  
Barbara Kent, Secretary



STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

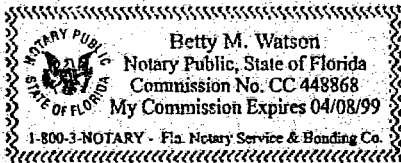
BEFORE ME, the undersigned personally appeared Holly O'Brien, and Barbara Kent, to me known to be the President and Secretary, respectively, of BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC. and they jointly and severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said corporation. They are personally known to me or have produced \_\_\_\_\_ and \_\_\_\_\_ 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 15 day of May, 1997.

*Betty M. Watson*  
\_\_\_\_\_  
Notary Public  
Printed Name:

Betty M. Watson

My commission expires:



584

CERTIFICATE OF AMENDMENT TO  
RULES AND REGULATIONS OF  
BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC.

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

NOTICE IS HEREBY GIVEN that the Rules and Regulations of BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC., a Corporation Not For Profit, as originally recorded in Official Record Book 3404, at Pages 1224 through 1226 in the Public Records of Hillsborough County, Florida, be, and the same is, hereby amended in accordance with Exhibit A attached hereto and entitled " BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC. CORPORATE RESOLUTION REGARDING TELECOMMUNICATIONS RECEPTION DEVICES "

Said amendments were adopted by a vote of not less than a majority of the Directors present at the meeting of the Directors, after adoption of a resolution proposing such amendments by the Board of Directors.

IN WITNESS WHEREOF, BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC., has caused these amendments to the Rules and Regulations of Bayshore Trace Condominium Association, Inc. to be executed in its name by the President, and the corporate seal affixed, and attested to by its Secretary this 10 day of July, 1997 at Tampa, Hillsborough County, Florida.

Signed, sealed and delivered in the presence of:

✓ BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC.  
3325 Bayshore Blvd, Tampa 33629

Blenda McMillan  
Witness

Jill Pettigrew  
Jill Pettigrew, President

Margaret Lynch  
Witness

Barbara Kent  
Barbara Kent, Secretary

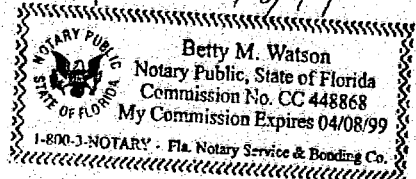
STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

BEFORE ME, a Notary Public, this day personally appeared Jill Pettigrew and Barbara Kent, to me well known to be the President and Secretary, respectively of BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC., and known to me to be the persons described in and who executed the foregoing instrument, and acknowledged to and before me that they executed said instrument for the purpose herein expressed.

WITNESS my hand and official seal this 10 day of July, 1997.

My Commission Expires: 4/8/99

Betty M. Watson  
Notary Public State of Florida



1997 JUL 14 PM 12:34  
0097180013



Prepared by: ~~and Return to:~~  
 Robert L. Tankel, P.A.  
 1299 Main Street, Suite F  
 Dunedin, FL 34698-5333

Return to:  
 Barbara J. Kent  
 3325 Bayshore Blvd. E-12  
 Tampa, Fl. 33629

**BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC.  
 CORPORATE RESOLUTION REGARDING TELECOMMUNICATION RECEPTION  
 DEVICES**

Upon motion duly made by Barbara J. Kent, duly seconded by Marilyn K. Hall, the following Resolution was adopted by a unanimous vote of the Board of Directors of BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC., ("Association").

WHEREAS, the Board of Directors, (hereinafter "Board"), is the entity charged with the enforcement of the Declaration of Condominium of Bayshore Trace A Condominium as described in the Public Records of Hillsborough County, Florida: and

WHEREAS, the Board has carefully considered all the information brought before it,

NOW THEREFORE, be it resolved by the Board as follows:

In the matter of Association compliance with the Telecommunications Act of 1996, and more specifically, Section 207 thereof, in order to avoid unreasonable costs, delays or prevention of the installation, maintenance or use of TVBS, MMDS and DBS receptors ("Devices"), or preclude reception of an acceptable quality signal, the Board of Directors hereby expressly finds the following facts concerning installation of such Devices:

1. Bayshore Trace are condominiums governed by Chapter 718 Florida Statutes. As a result, owners have very little property over which they own or have exclusive use of. The exclusive use property within the condominium consists of balconies or terraces as defined in the Declaration of Condominium.
2. In order to protect the health, safety and welfare of the owners subject to the Declaration it is necessary to ensure that installation of such Devices are installed in strict compliance with the Southern Building Code and the National Fire Prevention Association, Inc. Model Code. Due to the fact that Central Florida is subject to a high number of lightning strikes, no device shall be installed outside of the imaginary boundary formed by the inside of the railing of the balcony or terrace. Additionally such installations shall comply with the requirements (if any) of all other appurtenances or fixtures that are comparable in size, weight or appearance, that may be allowed to be placed on the balconies pursuant to the condominium documents or other rules or regulations of the Association.
3. In light of the express findings by the Federal Communications Commission that screening of these Devices is permissible, and in light of the fact that installation of such devices on the balconies may cause an architectural eyesore, to the extent that screening or camouflage of such devices would not interfere with safety requirements or reception of a quality signal, the Board hereby adopts the following with regard to installation and location of the devices:
  - a. Proposed installation plans shall be submitted by each owner to the Board by Certified Mail, Return Receipt Requested at least ten (10) days prior to such installation. Failure of the Board to disapprove of the proposed installation shall constitute approval of the

installation. All applications shall be sent by Certified Mail, Return Receipt Requested to the Association at 3325 Bayshore Blvd., Tampa, Florida 33629. All applications shall be accompanied by a fee of twenty dollars (\$20.00) in order to process same on an expedited basis and to avoid the unreasonable expenses prohibited by the Telecommunications Act. If the installation is routine conforming to all restrictions contained herein, the installation may begin immediately. If the installation is other than routine for any reason, the owner and the Association shall establish a mutually convenient time to discuss alternative installation methods.

b. All installations of such Devices shall be located either within the unit, or on the balcony or terrace, not visible from any other unit, any portion of the Common Elements or publicly dedicated streets. No devices may be located on any portion of the Common Elements. With regard to TVBS Devices, same shall be installed only as allowed for other devices. No TVBS Device may extend on the common elements or beyond the edge of the balcony or patio. Where this requirement "impairs" reception, as defined by the F.C.C., the Board shall work with the person submitting the plans in question to resolve same in an equitable, case by case fashion.

c. Where necessary, reasonable architectural modifications to the Device, or balcony such as change of paint color, and/or other architectural camouflage designed to conceal the Device may be required. Such instances shall be considered on a case-by-case basis, and approvals must be requested and received in writing, in advance, prior to such installation in any event. Furthermore, in the event that Association subscribes to a bulk cable contract, the Owner shall not be excused from any portion of the common expenses attributable thereto.

d. All installations shall meet the minimum wind load requirements of the Southern Building Code (latest addition) concerning wind resistivity and other applicable requirements.

4. All Installations shall be completed so that they do not materially damage the common elements, limited common elements or individual units or in any way impair the integrity of the Condominium. Any installer other than the record title holder of the condominium parcel shall provide the Association with an insurance certificate listing the Association as a named insured prior to installation. Insurance shall meet the following minimum limits: Contractor's General Liability (including completed operations): statutory minimum amount. Worker's Compensation: statutory limits. The purpose of this restriction is to insure Devices are installed in a manner that complies with building and safety codes and manufacturer's instructions. This provision shall be applicable to any other installation of similar appurtenances or fixtures as set forth (2) above.

5. There shall be no penetrations of exterior, exclusive use areas of the condominium unless it is necessary to receive an acceptable quality signal or it would unreasonably increase the cost of Device installation. The following devices shall be used unless they would prevent an acceptable quality signal or unreasonably increase the cost of Device installation, maintenance or use: devices that permit the transmission of telecommunication signals through a glass plane without cutting or drilling a hole through the glass plane and devices, such as rib and cable, which permit the transmission of telecommunication signals through a window or door without penetrating the wall; or existing wiring for transmitting telecommunications signals and cable service signals. If penetration of the exterior of the condominium property is necessary, the penetration shall be properly water proofed and sealed in accordance with industry standards and all building code requirements. The purpose of this rule is to prevent structural damage to the condominium property. Proof of proper installation shall be submitted to the Association as part of the plan described herein.

6. Maintenance. Persons who install or maintain Devices are responsible for all associated costs, including but not limited to: place or replace, repair, maintain and move or remove Devices; repair damage to any property caused by Device installation, maintenance or

use; pay medical expenses incurred by persons injured by Device installation, maintenance or use; reimburse association members or unit occupants or the Association for damage caused by Device installation, maintenance or use, and to restore Device installation sites to their original condition after removal of the device.

a. Owners shall not permit their Devices to fall into disrepair or to become a safety hazard. Owners shall be responsible for Device maintenance, repair and replacement, and the correction of any safety hazard.

b. If Devices become detached, owners shall remove or repair such detachment within seventy two (72) hours of the detachment. If the detachment threatens safety, the Association may remove the Device at the expense of the owner.

c. Owners shall be responsible for Device repainting or replacements if the exterior surface of the Device deteriorates.

d. Devices shall not obstruct access for ingress or egress from any unit walkway, any area or portion of the common elements, or any other areas necessary for the safe operation of the condominium. The purpose of this requirement is to insure the safety of Association members and personnel in safe and easy access to the Association's physical plant.

e. Installations must comply with all applicable codes, take aesthetic considerations into account, and minimize the impact to the exterior and structure of the unit.

f. To prevent electrical and fire damage, devices shall be permanently grounded.

7. Severability. If any provision of the resolution is ruled invalid, the remainder shall remain in full force and effect.

8. All Devices not covered by the F.C.C. Rule are prohibited. No more than one Device of any kind may be installed.

IN WITNESS WHEREOF, the Board has adopted this resolution this 15 day of May, 1997.

BAYSHORE TRACE CONDOMINIUM  
ASSOCIATION, INC.

By: Holly O'Brien  
Holly O'Brien, President  
Barbara Kent  
Barbara Kent, Secretary

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

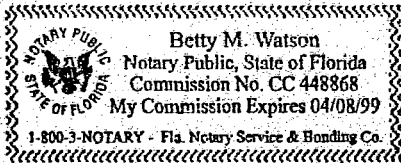
BEFORE ME, the undersigned personally appeared Holly O'Brien, and Barbara Kent, to me known to be the President and Secretary, respectively, of BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC. and they jointly and severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said corporation. They are personally known to me or have produced \_\_\_\_\_ and \_\_\_\_\_ 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 15 day of May, 1997.

Betty M. Watson  
Notary Public  
Printed Name:

Betty M. Watson

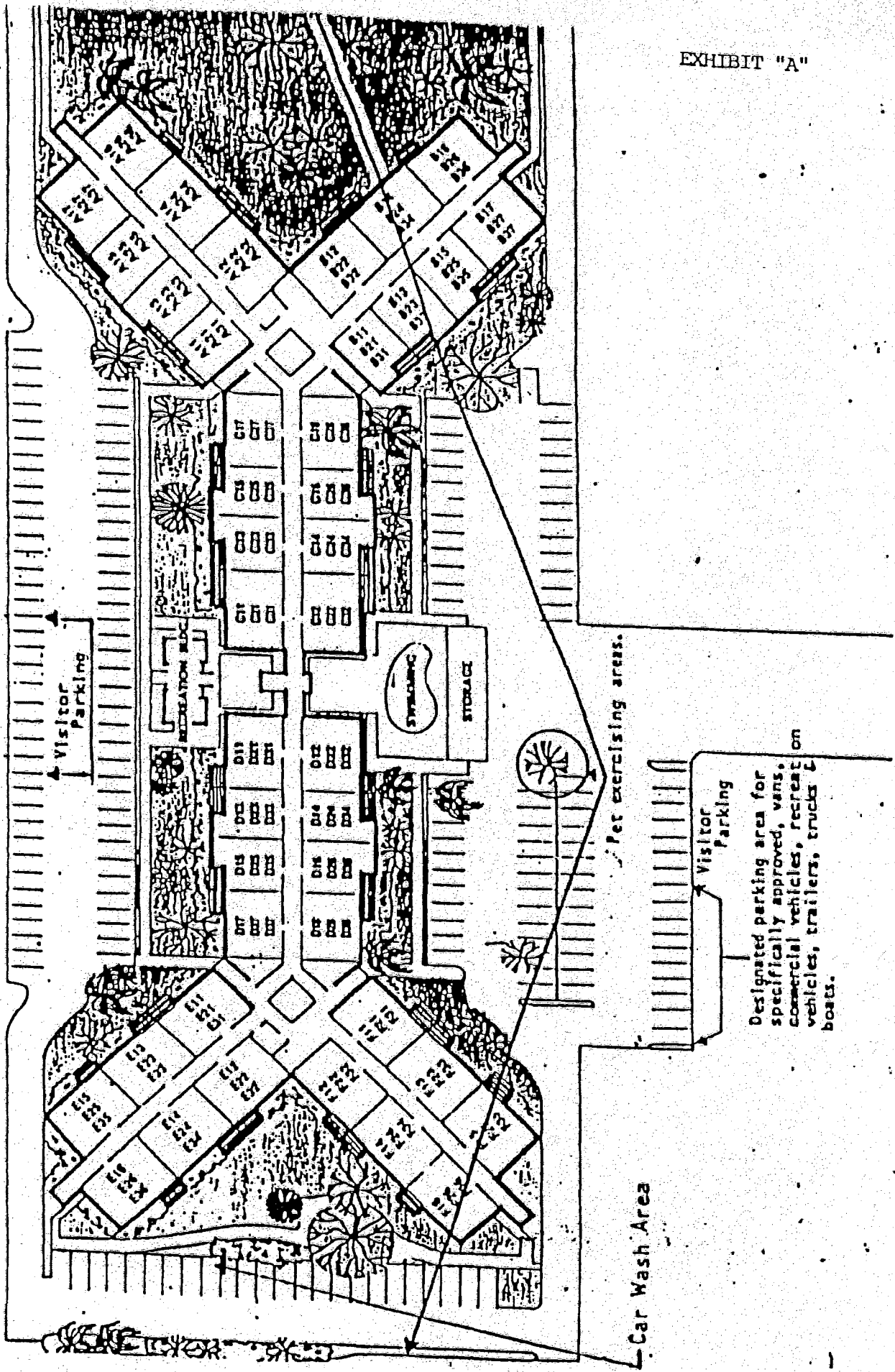
My commission expires:



## **EXHIBITS**

- A     **Layout map of the Association Property**
- B     **Hurricane Shutter Specifications and other Protective Devices**
- C     **Minimum Insurance Coverage**
- D     **Installation External Antennas**
- E     **Storage Closet Assignment Plan**
- F     **Floor Insulating Guidelines**
- G     **Newsletter**
- H     **Windows and Sliding Glass Doors Film Covering**
- I     **Specifications for Laundry Equipment**

OFF. 794706 654  
REC.



Designated parking area for specifically approved, vans, commercial vehicles, recreation vehicles, trailers, trucks & boats.

## EXHIBIT B

### TECHNICAL SPECIFICATIONS for HURRICANE SHUTTERS:

1. SLATS: B. F. Goodrich Geon Polyvinyl Chloride with the patented Stepdown design.
2. BOTTOM SLATS: Extruded Aluminum with the bottom vinyl strip.
3. SLAT REINFORCEMENT: Extruded aluminum I bar.
4. SHUTTER HOUSING: Six 96) sided ESP finished roll formed aluminum with heavy cast aluminum side frame and extruded aluminum round reel.
5. TRACKS: 3" wide ESP finished aluminum extrusions.
6. MULLS AND ANGLES: 1" x 2", 2" x 2" ESP finished aluminum extrusions for fixed or removable application.
7. PURLINS (Stormbars): 1" x 2" ESP finished aluminum extrusions for fixed or removable application.
8. FASTENERS: Stainless steel and aluminum.

### OPERATORS

1. MOTOR: SIMU tubular operator, thermally protected, UL recognized, CSA certified.
2. SWITCH: 3 position rocker switch to be recessed inside the condominium wall.
3. GEAR: Stainless steel and extruded aluminum with stainless steel universal and removable bell-housing.

### OTHER PROTECTIVE DEVICES:

1. FABRIC-SHIELD PANELS for WINDOWS and SLIDING GLASS DOOR(SGD)
  - Windows - Removable panels, 48in. x 78in., bolt and nut system, any floor
  - SGD - Removable panels, 8.0ft. x 6.8ft., bolt and nut system, any floor
2. REPLACEMENT GLASS for WINDOWS and SGD
  - Windows - Hurricane Impact Glass, white, single hung, aluminum frame; green tint
  - SGD - Hurricane Impact Glass, white frame; stainless steel hardware

### Notes:

1. The fabric-shield panels are installed on the outside of the condominium unit. The owner of the unit will be responsible for putting up these shields and removing them, as necessary.
2. Specifications of similar materials are to be presented to the Manager before installation. If the listed materials are not available, please see the Manager for the currently available ones.

## EXHIBIT C

	Owner Occupied or Rented Furnished	Tenant Coverage	Non-Owner Occupied Rented Unfurnished
Policy Form	HO6	HO4	HO6
Liability - Minimum	\$300,000	\$300,000	\$300,000
Medical - Minimum	\$5,000	\$5,000	\$5,000
LOSS Assessment	\$5,000 (HO35)	---	\$5,000 (DPO066)
Additional Residence Rented to Others Unfurnished	---	---	HO70 Endorsement
Rented to Others Endorsement	HO33 Endorsement	---	---
Fire Form (Separate Policy)	---	---	Policy Form DP3

**Note:**

HO4, HO6, and DP3 are types of insurance policies.

HO33, HO35, HO70 and DPO066 are endorsements that can be added to certain types of policies.



EXHIBIT D

OFF REC 8636 1332

Prepared by: ~~and Return to:~~  
Robert L. Tankel, P.A.  
1299 Main Street, Suite F  
Dunedin, FL 34698-5333

Return to:  
Barbara J. Kent  
3325 Bayshore Blvd. E-12  
Tampa, FL 33629

**BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC.  
CORPORATE RESOLUTION REGARDING TELECOMMUNICATION RECEPTION  
DEVICES**

Upon motion duly made by Barbara J. Kent, duly seconded by Marilyn K. Hall, the following Resolution was adopted by a unanimous vote of the Board of Directors of BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC., ("Association").

WHEREAS, the Board of Directors, (hereinafter "Board"), is the entity charged with the enforcement of the Declaration of Condominium of Bayshore Trace A Condominium as described in the Public Records of Hillsborough County, Florida: and

WHEREAS, the Board has carefully considered all the information brought before it,

NOW THEREFORE, be it resolved by the Board as follows:

In the matter of Association compliance with the Telecommunications Act of 1996, and more specifically, Section 207 thereof, in order to avoid unreasonable costs, delays or prevention of the installation, maintenance or use of TVBS, MMDS and DBS receptors ("Devices"), or preclude reception of an acceptable quality signal, the Board of Directors hereby expressly finds the following facts concerning installation of such Devices:

1. Bayshore Trace are condominiums governed by Chapter 718 Florida Statutes. As a result, owners have very little property over which they own or have exclusive use of. The exclusive use property within the condominium consists of balconies or terraces as defined in the Declaration of Condominium.
2. In order to protect the health, safety and welfare of the owners subject to the Declaration it is necessary to ensure that installation of such Devices are installed in strict compliance with the Southern Building Code and the National Fire Prevention Association, Inc. Model Code. Due to the fact that Central Florida is subject to a high number of lightning strikes, no device shall be installed outside of the imaginary boundary formed by the inside of the railing of the balcony or terrace. Additionally such installations shall comply with the requirements (if any) of all other appurtenances or fixtures that are comparable in size, weight or appearance, that may be allowed to be placed on the balconies pursuant to the condominium documents or other rules or regulations of the Association.
3. In light of the express findings by the Federal Communications Commission that screening of these Devices is permissible, and in light of the fact that installation of such devices on the balconies may cause an architectural eyesore, to the extent that screening or camouflage of such devices would not interfere with safety requirements or reception of a quality signal, the Board hereby adopts the following with regard to installation and location of the devices:
  - a. Proposed installation plans shall be submitted by each owner to the Board by Certified Mail, Return Receipt Requested at least ten (10) days prior to such installation. Failure of the Board to disapprove of the proposed installation shall constitute approval of the

installation. All applications shall be sent by Certified Mail, Return Receipt Requested to the Association at 3325 Bayshore Blvd., Tampa, Florida 33629. All applications shall be accompanied by a fee of twenty dollars (\$20.00) in order to process same on an expedited basis and to avoid the unreasonable expenses prohibited by the Telecommunications Act. If the installation is routine conforming to all restrictions contained herein, the installation may begin immediately. If the installation is other than routine for any reason, the owner and the Association shall establish a mutually convenient time to discuss alternative installation methods.

b. All installations of such Devices shall be located either within the unit, or on the balcony or terrace, not visible from any other unit, any portion of the Common Elements or publicly dedicated streets. No devices may be located on any portion of the Common Elements. With regard to TVBS Devices, same shall be installed only as allowed for other devices. No TVBS Device may extend on the common elements or beyond the edge of the balcony or patio. Where this requirement "impairs" reception, as defined by the F.C.C., the Board shall work with the person submitting the plans in question to resolve same in an equitable, case by case fashion.

c. Where necessary, reasonable architectural modifications to the Device, or balcony such as change of paint color, and/or other architectural camouflage designed to conceal the Device may be required. Such instances shall be considered on a case-by-case basis, and approvals must be requested and received in writing, in advance, prior to such installation in any event. Furthermore, in the event that Association subscribes to a bulk cable contract, the Owner shall not be excused from any portion of the common expenses attributable thereto.

d. All installations shall meet the minimum wind load requirements of the Southern Building Code (latest addition) concerning wind resistivity and other applicable requirements.

4. All Installations shall be completed so that they do not materially damage the common elements, limited common elements or individual units or in any way impair the integrity of the Condominium. Any installer other than the record title holder of the condominium parcel shall provide the Association with an insurance certificate listing the Association as a named insured prior to installation. Insurance shall meet the following minimum limits: Contractor's General Liability (including completed operations): statutory minimum amount. Worker's Compensation: statutory limits. The purpose of this restriction is to insure Devices are installed in a manner that complies with building and safety codes and manufacturer's instructions. This provision shall be applicable to any other installation of similar appurtenances or fixtures as set forth (2) above.

5. There shall be no penetrations of exterior, exclusive use areas of the condominium unless it is necessary to receive an acceptable quality signal or it would unreasonably increase the cost of Device installation. The following devices shall be used unless they would prevent an acceptable quality signal or unreasonably increase the cost of Device installation, maintenance or use: devices that permit the transmission of telecommunication signals through a glass plane without cutting or drilling a hole through the glass plane and devices, such as rib and cable, which permit the transmission of telecommunication signals through a window or door without penetrating the wall; or existing wiring for transmitting telecommunications signals and cable service signals. If penetration of the exterior of the condominium property is necessary, the penetration shall be properly water proofed and sealed in accordance with industry standards and all building code requirements. The purpose of this rule is to prevent structural damage to the condominium property. Proof of proper installation shall be submitted to the Association as part of the plan described herein.

6. Maintenance. Persons who install or maintain Devices are responsible for all associated costs, including but not limited to: place or replace, repair, maintain and move or remove Devices; repair damage to any property caused by Device installation, maintenance or

use; pay medical expenses incurred by persons injured by Device installation, maintenance or use; reimburse association members or unit occupants or the Association for damage caused by Device installation, maintenance or use, and to restore Device installation sites to their original condition after removal of the device.

a. Owners shall not permit their Devices to fall into disrepair or to become a safety hazard. Owners shall be responsible for Device maintenance, repair and replacement, and the correction of any safety hazard.

b. If Devices become detached, owners shall remove or repair such detachment within seventy two (72) hours of the detachment. If the detachment threatens safety, the Association may remove the Device at the expense of the owner.

c. Owners shall be responsible for Device repainting or replacements if the exterior surface of the Device deteriorates.

d. Devices shall not obstruct access for ingress or egress from any unit walkway, any area or portion of the common elements, or any other areas necessary for the safe operation of the condominium. The purpose of this requirement is to insure the safety of Association members and personnel in safe and easy access to the Association's physical plant.

e. Installations must comply with all applicable codes, take aesthetic considerations into account, and minimize the impact to the exterior and structure of the unit.

f. To prevent electrical and fire damage, devices shall be permanently grounded.

7. Severability. If any provision of the resolution is ruled invalid, the remainder shall remain in full force and effect.

8. All Devices not covered by the F.C.C. Rule are prohibited. No more than one Device of any kind may be installed.

IN WITNESS WHEREOF, the Board has adopted this resolution this 15 day of May, 1997.

BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC.

By: Holly O'Brien  
Holly O'Brien, President  
Barbara Kent  
Barbara Kent, Secretary

## EXHIBIT E

### STORAGE CLOSET ASSIGNMENT PLAN

1. All present owners are "grandfathered" in to the storage closets they now have; but, when an owner sells their unit, the individual storage closet does not go with the unit. One will be assigned to the new owner by the Condominium Manager.
2. A waiting list is established for each floor and each building group (ABC & DEF); thus, there would be six lists in all. If you want a different storage closet, you would request that your name be put on the waiting list for your particular floor.
3. Seniority on each list will be based on when you bought your unit (or if you rented, when you quit renting and moved into your unit). Renters may not upgrade.
4. The list should be kept by the Condominium Manager with the following information: Name, Unit #, seniority date, what you have now and what you want (i.e., want a lower unit or want a larger unit, etc.).
5. Upon notification of the availability of a unit, you would have one week to make a decision and one week to move your belongings.
6. No flammable materials are to be stored in closets and nothing is to be stored in open spaces in front of storage closets.

## EXHIBIT F

### Insulation

The insulating material is Cork Underlayment. It comes in 6' x 4' sheets – ¼" thick.

### Materials

1. Metropolitan Ceramics - Iron Glaze Ceramic Tile 4" x 8" - Color No. 507 - Puritan Gray - basket weave pattern.
2. Portobello Tile - 12" x 12" – Color No. PB18914 Ferrara Bone  
Use sanded tile grout – Color Buff
3. Elastomeric Finish.

#### **Note:**

If the listed insulation and materials are not available, please see the Manager for the currently available ones.

## EXHIBIT G

### NEWSLETTER

No less than quarterly the Association shall communicate with the owners and residents via a newsletter of events of general interest and common concerns affecting the owners and residents. Announcements in the newsletter shall be considered as a means of officially notifying owners and residents of events of importance. Although stories and features of general interest to owners and residents are welcomed, the purpose of the newsletter is for communications, and not for dissemination of personal opinions or editorials. Any personal or general interest stories or possible editorializing shall indicate the author's name, and clearly indicate the article is not the official position of the Board of Directors or the Association. Official communications and regular information items in the newsletter do not require attribution, nor shall every feature inserted by the designated regular editor require attribution.

The Board of Directors of the Association is the official publisher of the newsletter and is responsible for its content. A Board Member or non-Board Member resident or owner may be appointed by the Board to be the regular editor of the newsletter. The editor shall be responsible for the preparation, printing, and distribution of the newsletter, subject to any parameters or directions established by the Board. The Board shall be responsible for the costs associated with the Editor's responsibility.

The newsletter, entitled "The Bayshore Trace Communicator", along with its logo, is the official name and masthead for this newsletter and shall not be used by any other entity, resident, or unit owner, as part of non-Association approved communications.

A draft of each newsletter shall be presented to the President of the Board for approval. Once approval is obtained, the newsletter can be distributed to the residents. Should the President not be available to perform this function, another Board member will be appointed by the President.

Each newsletter shall include a statement(s) summarizing the above.

## EXHIBIT H

### WINDOWS AND SLIDING GLASS DOORS FILM COVERING

Specifications per "Panorama Designer and Safety Films", 3M, or similar solar or hurricane protection films are to be adhered to when an owner wants to install film covering on the sliding glass doors, to provide protection from the sun and hurricanes, or to provide hurricane protection on windows. The approved solar protection film models are Slate 40 or Sterling 60.

**Note:**

Specifications of similar materials are to be presented to the Manager before installation. If the listed materials are not available, please see the Manager for the currently available ones.

## EXHIBIT I

### Specifications for Laundry Equipment

Washer Voltage: 115 volts, standard wiring

Dryer voltage (if separate dryer only): 220 Volts

Condensation drying system, with no dryer venting allowed

Built-in flood protection with shutoff valves

Discharge water flow 10 gallons per minute or less

Drainage into 1 ¼ " standard household pipe



1. POWER AND THE STATE OF FLORIDA TO THE COUNTY CLERK TO BE KEPT IN THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY FLORIDA

THIS IS NOT  
CERTIFIED COPY

INSTR # 2001244436  
OR BK 10970 PG 1788

RECORDED 07/31/2001 03:26 PM  
RICHARD AKE CLERK OF COURT  
HILLSBOROUGH COUNTY  
DEPUTY CLERK B King

Prepared by and return to  
Ellen Hirsch de Haan, Esq.  
Becker & Poliakoff, P A  
5999 Central Avenue, Suite 104  
St Petersburg, FL 33710

*env*

**CERTIFICATE OF AMENDMENT  
TO THE  
DECLARATION OF CONDOMINIUM OF BAYSHORE TRACE CONDOMINIUM**

WE HEREBY CERTIFY THAT the attached amendment to the Declaration of Condominium of Bayshore Trace Condominium, as recorded in Official Records Book 3404 at Page 1184 of the Public Records of Hillsborough County, Florida, was duly adopted in the manner provided in the Condominium Documents at a meeting held June 21, 2001, 2001.

IN WITNESS WHEREOF, we have affixed our hands this 16 day of July, 2001, at 3325 Bayshore Blvd., Hillsborough County, Florida

WITNESSES  
Sign *Glenda McMillan*  
Print Glenda A. McMillan  
Sign *Richard J. Sousa*  
Print Richard J. Sousa

BAYSHORE TRACE CONDOMINIUM ASSOCIATION, INC.  
By: *Jill Pettigrew*  
Jill Pettigrew, President  
Address: 3325 Bayshore Blvd. E-21  
Tampa, Fl. 33629

STATE OF FLORIDA             )  
  ) SS  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 16 day of July, 2001, by Jill Pettigrew, as President of Bayshore Trace Condominium Association, Inc, a Florida not-for-profit corporation, on behalf of the corporation. She is personally known to me or has produced \_\_\_\_\_ as identification.



Betty M Watson  
MY COMMISSION # CC810136 EXPIRES  
April 8, 2003  
BONDED THRU TROY FAIN INSURANCE, INC

NOTARY PUBLIC  
SIGN *Betty M. Watson*  
PRINT Betty M. Watson  
State of Florida at Large

My Commission Expires:

1 Adopted amendment to Declaration of Condominium, Article XIV, Section 14 1.1, as follows:

ARTICLE XIV

INSURANCE

14.1 Insurance Coverage

14.1.1 Owners Each Owner shall have the right to purchase liability insurance for accidents occurring in his own Apartment, liability insurance for the owner's personal liability for acts or omissions of the Association. Each Owner shall be required to purchase and casualty insurance for fixtures and personal property located in his own Apartment, as well as insurance to cover all appliances; floor, wall and ceiling coverings, electrical fixtures, air conditioner or heating equipment and water heaters, built-in cabinets, and any other item, personal property, fixture, appliance or equipment for which the Owner has the responsibility to maintain, repair or replace under the Condominium Documents.

2. Adopted amendment to Declaration of Condominium, Article XIV, Section 14.1.2(a), as follows:

ARTICLE XIV

INSURANCE

14 1 Insurance Coverage

14 1.2 Association The Association shall obtain and maintain policies of insurance for the purpose of providing the following insurance coverage, and premiums for such coverage and other expenses in connection with such insurance shall be paid by the Association and be charged to Owners as part of the Common Expenses:

(a) A "master" or "blanket" policy of property insurance in an amount equal to the then full replacement cost (exclusive of land, foundation, excavation and other items normally excluded from such coverage) of the

Common Elements with an endorsement covering partitions and walls within an Apartment, an inflation guard endorsement, and such other endorsements as are deemed necessary by the Board or Institutional First Mortgagee having the highest dollar indebtedness secured by a first mortgage or first mortgage encumbering an Apartment or Apartments, such insurance coverage to afford protection against at least the following

(i) Loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, vandalism, malicious mischief, windstorm, and water damage; and

(ii) Such other risks as shall customarily be covered with respect to property similar to such improvements in construction, location and use.

The word "building" in the Association's hazard policy or any other insurance policy issued to protect any insurable improvements, including the condominium building, does not include unit floor coverings, wall coverings, or ceiling coverings and does not include the following equipment located within each unit, since the unit owner is required to repair or replace such equipment: electrical fixtures, appliances, air conditioner or heating equipment, water heaters, built-in cabinets, and any other item, personal property, fixture, appliance or equipment permitted to be excluded from the Condominium's insurance policy pursuant to Florida Statute, Section 718.111(11), as same may be amended or renumbered from time to time. Each owner shall be responsible for obtaining insurance coverage on these items, located within his/her own unit, as set forth in Section 14.1.1 above.

**PLEASE NOTE: NEW LANGUAGE IS INDICATED BY UNDERLINING; DELETED TEXT IS INDICATED BY STRIKE-THROUGHS; AND UNAFFECTED TEXT IS INDICATED BY "..."**

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

INSTRUMENT#: 2016111787, O BK 23959  
PG 184-186 03/23/2016 at 03:08:13 PM,  
DEPUTY CLERK: TJORDAN Pat Frank, Clerk  
of the Circuit Court Hillsborough County


**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF  
BAYSHORE TRACE CONDOMINIUM**


WE HEREBY CERTIFY THAT the attached true and correct copy of the Amendments to the Declaration of Condominium of Bayshore Trace Condominium, originally recorded in Official Records Book 3404, Page 1184, et seq., of the Public Records of Hillsborough County, Florida, were duly adopted in the manner provided in the Governing Documents, by owner vote at a meeting held on October 27, 2015, and subsequently reconvened on January 26, 2016.


IN WITNESS WHEREOF, we have affixed our hands this 3 day of March, 2016, in Hillsborough County, Florida.

WITNESSES:

BAYSHORE TRACE CONDOMINIUM  
ASSOCIATION, INC.

  
Printed Name: Marlon Cook

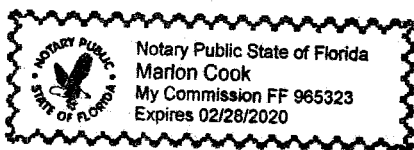
By:   
Signature  
David Zielinski, President  
Printed Name and Title

  
Printed Name: Britanic & Stanley

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of March, 2016, by David Zielinski as President on behalf of Bayshore Trace Condominium Association, Inc., a Florida not-for-profit corporation. He/She is personally known to me \_\_\_ or has produced Florida DL as identification.

WITNESS my hand and official seal in the County and State last aforesaid, this 3<sup>rd</sup> day of March, 2016.



  
Notary Public  
Printed Name: Marlon Cook

My Commission Expires: 02/28/2020

**ADOPTED AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF  
BAYSHORE TRACE CONDOMINIUM**

1. Adopted amendment to ARTICLE XVI of the Declaration of Condominium of Bayshore Trace Condominium (the "Declaration"), to create a new Section 16.9, to read as follows:

ARTICLE XVI  
CONVEYANCES, LEASES, MORTGAGES

...  
16.9 No Owner shall hold an ownership interest in more than four (4) Apartments. This restriction applies regardless of how title to the Apartments are held, and regardless of the nature and extent of the Owner's interest in the Apartment(s). This restriction also applies to all shareholders, officers, affiliates, members, managers, employees, trustees, partners, assignees, beneficiaries, and affiliates of such Owner (whether Owner is an individual or an entity), to prohibit ownership of more than four (4) Apartments. This restriction is intended to be interpreted as broadly as possible by the Board of Directors, in an effort to limit ownership of multiple Apartments in the community.

2. Adopted amendment to ARTICLE XVI of the Declaration, to create a new Section 16.10, to read as follows:

ARTICLE XVI  
CONVEYANCES, LEASES, MORTGAGES

...  
16.10 At no time shall more than 63 Apartments be occupied by other than the registered Owner(s). This restriction will take effect upon being recorded in the Hillsborough County Public Records, and shall apply to all leases entered into subsequent to the recording date. Any lease in force at the date of the recording shall continue in force until the expiration of its term. New leases presented to the Association for approval shall be registered with the time and date of presentation, and the Board shall make a determination of when the 63 Apartment limit has been reached, reviewing applications on a first come, first serve basis, as reflected by the registration information on the lease. Requests for rental approval which are received after the 63 Apartment limit has been reached will be placed on a waiting list in the order in which they are received, and will be considered for approval if and when the number of rentals falls below the 63 Apartment limit, in order of their receipt by the Association; except that, if an Owner's lease expires, and there is a waiting list, the Owner will have ninety (90) days to obtain a new tenant and submit a new lease to the Board. If such Owner has not obtained a new tenant within the 90-day time period, that Owner will not be permitted to rent his/her Apartment, and will be placed on the waiting list upon his/her request.

All Owners validly leasing their Apartments in compliance with this provision shall be permitted to renew such leases, with the same tenant(s), upon notification to the Board within seven (7) days of such lease renewal.

3. Adopted amendment to ARTICLE XVI of the Declaration, to create a new Section 16.12, to read as follows:

ARTICLE XVI  
CONVEYANCES, LEASES, MORTGAGES

... 16.12 The restrictions contained in Sections 16.9, 16.10, and 16.11 of this Declaration (or any of them, in the event that all amendments are not adopted by the Owners) do not apply to any Apartments owned by the Association.

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

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

INSTRUMENT#: 2016111787, O BK 23959  
PG 184-186 03/23/2016 at 03:08:13 PM,  
DEPUTY CLERK: TJORDAN Pat Frank, Clerk  
of the Circuit Court Hillsborough County

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF  
BAYSHORE TRACE CONDOMINIUM**

WE HEREBY CERTIFY THAT the attached true and correct copy of the Amendments to the Declaration of Condominium of Bayshore Trace Condominium, originally recorded in Official Records Book 3404, Page 1184, et seq., of the Public Records of Hillsborough County, Florida, were duly adopted in the manner provided in the Governing Documents, by owner vote at a meeting held on October 27, 2015, and subsequently reconvened on January 26, 2016.

IN WITNESS WHEREOF, we have affixed our hands this 3 day of March, 2016, in Hillsborough County, Florida.

WITNESSES:

BAYSHORE TRACE CONDOMINIUM  
ASSOCIATION, INC.

Printed Name: Marlon Cook

By: David Zielinski

Signature

David Zielinski, President

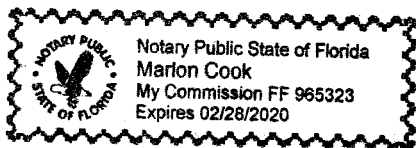
Printed Name and Title

Printed Name: Britanic & Stanley

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of March, 2016, by David Zielinski, as President on behalf of Bayshore Trace Condominium Association, Inc., a Florida not-for-profit corporation. He/She is personally known to me     or has produced Florida DL as identification.

WITNESS my hand and official seal in the County and State last aforesaid, this 3<sup>rd</sup> day of March, 2016.



Marlon Cook  
Notary Public

Printed Name: Marlon Cook

My Commission Expires: 02/28/2020

**ADOPTED AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF  
BAYSHORE TRACE CONDOMINIUM**

1. Adopted amendment to ARTICLE XVI of the Declaration of Condominium of Bayshore Trace Condominium (the "Declaration"), to create a new Section 16.9, to read as follows:

ARTICLE XVI  
CONVEYANCES, LEASES, MORTGAGES

...  
16.9 No Owner shall hold an ownership interest in more than four (4) Apartments. This restriction applies regardless of how title to the Apartments are held, and regardless of the nature and extent of the Owner's interest in the Apartment(s). This restriction also applies to all shareholders, officers, affiliates, members, managers, employees, trustees, partners, assignees, beneficiaries, and affiliates of such Owner (whether Owner is an individual or an entity), to prohibit ownership of more than four (4) Apartments. This restriction is intended to be interpreted as broadly as possible by the Board of Directors, in an effort to limit ownership of multiple Apartments in the community.

2. Adopted amendment to ARTICLE XVI of the Declaration, to create a new Section 16.10, to read as follows:

ARTICLE XVI  
CONVEYANCES, LEASES, MORTGAGES

...  
16.10 At no time shall more than 63 Apartments be occupied by other than the registered Owner(s). This restriction will take effect upon being recorded in the Hillsborough County Public Records, and shall apply to all leases entered into subsequent to the recording date. Any lease in force at the date of the recording shall continue in force until the expiration of its term. New leases presented to the Association for approval shall be registered with the time and date of presentation, and the Board shall make a determination of when the 63 Apartment limit has been reached, reviewing applications on a first come, first serve basis, as reflected by the registration information on the lease. Requests for rental approval which are received after the 63 Apartment limit has been reached will be placed on a waiting list in the order in which they are received, and will be considered for approval if and when the number of rentals falls below the 63 Apartment limit, in order of their receipt by the Association; except that, if an Owner's lease expires, and there is a waiting list, the Owner will have ninety (90) days to obtain a new tenant and submit a new lease to the Board. If such Owner has not obtained a new tenant within the 90-day time period, that Owner will not be permitted to rent his/her Apartment, and will be placed on the waiting list upon his/her request.

All Owners validly leasing their Apartments in compliance with this provision shall be permitted to renew such leases, with the same tenant(s), upon notification to the Board within seven (7) days of such lease renewal.



3. Adopted amendment to ARTICLE XVI of the Declaration, to create a new Section 16.12, to read as follows:

ARTICLE XVI  
CONVEYANCES, LEASES, MORTGAGES

...

16.12 The restrictions contained in Sections 16.9, 16.10, and 16.11 of this Declaration (or any of them, in the event that all amendments are not adopted by the Owners) do not apply to any Apartments owned by the Association.

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