

This instrument prepared by:  
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**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF  
THIRD BAYSHORE CONDOMINIUM. SECTIONS 18, 19, 20, and 21  
BUILDINGS A, B, C, E, G, H, K, L, M, and N**

**KNOW ALL MEN BY THESE PRESENTS:**

**THIS IS A SUBSTANTIAL REWORDING OF THE DECLARATION. SEE THE ORIGINAL  
DECLARATION FOR THE FORMER TEXT.**

**WHEREAS**, BAYSHORE SALES CORPORATIONS did create THE THIRD BAYSHORE  
CONDOMINIUM as follows:

Section 18 - Buildings A, B, and C through execution of a Declaration of Condominium on  
August 19, 1970, recorded in Official Record Book 474, Page 121, of the Public Records of Manatee  
County, Florida:

Section 19 - Buildings E, M, and N through execution of a Declaration of Condominium on  
March 30, 1971, recorded in Official Record Book 496, Page 44, of the Public Records of  
Manatee County, Florida;

Section 20 - Buildings K and L through execution of a Declaration of Condominium on  
September 13, 1971, recorded in Official Record Book 521, Page 297, of the Public Records of  
Manatee County, Florida;

Section 21 - Buildings G and H through execution of a Declaration of Condominium on  
December 2, 1971, recorded in Official Record Book 532, Page 883, of the Public Records of  
Manatee County, Florida;

**WHEREAS**, through amendment dated April 17, 1985; and recorded in Official Records  
Book 1109, Page 1209 of the Public Records of Manatee County, Florida, the four Declarations  
of Condominium and amendments thereto, were merged into one Declaration of Condominium.  
The Declaration was Amended and Restated as recorded in Official Record Book 1402, Page  
2911 of the Public Records of Manatee County, Florida (the "Restated Declaration");

**WHEREAS**, Pursuant to Section 718.110(1), Florida Statutes, the Restated  
Declaration of Condominium of Third Bayshore Condominium, is hereby amended and restated  
in its entirety by the recording of this Amended and Restated Declaration of Condominium. The  
purpose of this amendment and restatement is to make certain and specific changes within this  
Declaration to bring it into compliance with the Florida Condominium Act and the Florida  
Administrative Code, and to provide a complete and updated document regarding the  
restrictions on the units in this condominium. Nothing herein shall in any way after the  
configuration or size of any Condominium Unit or the appurtenances to any Unit, the percentage  
or proportionate share by which the Owner of a Unit shares the Common Expenses, Common

Elements, any easement rights, or the Common Surplus as created by the Original Declaration of Condominium amended herein.

**ARTICLE I. THE PROPERTY AND UNIT BOUNDARIES**

1.1 **Submission Statement:** THE THIRD BAYSHORE CONDOMINIUMS, Sections 18, 19, 20, and 21 were previously submitted to the condominium form of ownership by the original Developer, Bayshore Sales Corporations , a Florida corporation , through the recording of the Original Declarations as described above. The lands submitted are described in Exhibits "A" and "B" (the "Land"), and all improvements erected thereon, all easements, all rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for the use and connection therewith, to the condominium form of ownership and use in the manner provided by the Florida Condominium Act as amended; excluding therefrom, however, excluding therefrom all personal property belonging to individual Unit Owners.

1.2 **Property:** Subject to easements and rights mentioned herein and terms and conditions of the Declaration of Condominium, the ASSOCIATION does by these statements declare the property owned by it and described above to be the condominium property under the Condominium Act of the State of Florida.

- a. The common elements, including all buildings and property in Sections 18, 19, 20, and 21 were merged into one condominium to be governed, and maintained jointly by that certain non-profit ASSOCIATION, the Third Bayshore Condominium Association , Inc. Expenses needed to operate and maintain the ASSOCIATION shall be estimated in one annual budget. All owners of units in the ASSOCIATION, their grantees, mortgagees, successors, and assigns do hereby agree to the foregoing.

1.3 **Unit Designations:** Each unit has a numerical designation, as set forth on the corresponding plat. The boundaries of the units are described on the Plats described in Section

1.4. The units in all buildings in the ASSOCIATION shall be known as:

- a. First floor units - 1 through 7.
- b. Second floor units - 21 through 27.
- c. Third floor units - 31 through 37.

1.4 **Plats:** Plats of THE THIRD BAYSHORE CONDOMINIUM , graphic descriptions of the improvements in which the units are located and the units themselves, consisting of drawings of the same, and showing the relative position of the buildings of THE THIRD BAYSHORE CONDOMINIUM, Sections 18, 19, 20, and 21, are contained in and represented on the following Condominium Plats, and are attached hereto as Exhibit "B":

- a. That certain Condominium Plat of THE THIRD BAYSHORE CONDOMINIUM, Section 18, recorded in Condominium Book 2, Pages 37 and 38 of the Public Records of Manatee County, Florida;
- b. That certain Condominium Plat of THE THIRD BAYSHORE CONDOMINIUM, Section 19, recorded in Condominium Book 2, Pages 59 and 60 of the Public Records of Manatee County, Florida;

- c. That certain Condominium Plat of THE THIRD BAYSHORE CONDOMINIUM, Section 20, recorded in Condominium Book 2, Pages 85 and 86 of the Public Records of Manatee County , Florida;
- d. That certain Condominium Plat of THE THIRD BAYSHORE CONDOMINIUM, Section 21, recorded in Condominium Book 2, Pages 96 and 97 of the Public Records of Manatee County, Florida.

1.5 **Unit Boundaries and Ownership**: Ownership of units extends from unfinished floors to unfinished ceilings and from unfinished wall to unfinished wall, as indicated on the condominium Plats. Ownership of balconies annexed to the respective units extends from unfinished floor to the plane of unfinished ceiling and from unfinished wall to the planes of the outside balcony railings. As to the terraces annexed to the ground floor units, ownership shall only consist of the exclusive right to use the respective terraces. Notwithstanding, the location of walls, floors and ceilings as described on the Plats, the actual locations of walls, floors and ceilings as the same may from time to time exist, shall govern.

## **ARTICLE II. DEFINITIONS**

The following terms when used in this Declaration and its exhibits, including the Articles of Incorporation and Bylaws of THE THIRD BAYSHORE CONDOMINIUM ASSOCIATION, INC., shall be defined in accordance with the provisions of the Florida Condominium Act, and as follows, unless the context otherwise requires:

2.1 **"Act" or "Condominium Act"** means the Florida Condominium Act (Chapter 718 of the Florida Statutes) as amended from time to time.

2.2 **"Articles"** means the Articles of Incorporation of the Association, attached hereto as Exhibit "C".

2.3 **"Assessment"** means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.

2.4 **"Association"** means THE THIRD BAYSHORE CONDOMINIUM ASSOCIATION , INC., a Florida corporation, not-for-profit, the entity responsible for the operation of the Condominium.

2.5 **"Board"** means the Board of Directors of the Association.

2.6 **"Building"** means the residential structures on the Condominium Property in which the Units are located.

2.7 **"Bylaws"** means the Bylaws of the Association, attached hereto as Exhibit "D".

2.8 **"Common Elements"** means the portions of the condominium property not included within any Unit as further defined in Article III.

2.9 **"Common Expenses"** means all expenses for the operation, maintenance, repair, or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, and any other expense designated as Common Expense by the Act, the

Declaration, the documents creating the Condominium , or the Bylaws.

2.10 **"Common Surplus"** means the amount of all receipts of the Association, including, but not limited to, assessments, rents, profits and revenues on account of the Common Elements, in excess of the amount of Common Expenses.

2.11 **"Condominium"** means THE THIRD BAYSHORE CONDOMINIUM, SECTIONS 18, 19, 20, and 21.

2.12 **"Condominium Documents"** means this Declaration, the Articles, the Bylaws, and the Rules and Regulations, all exhibits to any of them and all amendments thereto as may be adopted from time to time.

2.13 **"Condominium Parcel"** means each Condominium Unit and its appurtenances as defined in the Act and further defined herein.

2.14 **"Condominium Plat"** or **"Plat"** refers to the previously recorded drawing containing the survey, legal description, plot plat and graphic description of improvements described in Article I.

2.15 **"Condominium Property"** means the land and personal property that is subjected to condominium ownership under this Declaration, all improvements on the land, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

2.16 **"Condominium Unit"** or **"Unit"** means Unit as defined by the Act, and further defined herein.

2.17 **"Declaration" or "Declaration of Condominium"** means this Amended and Restated Declaration of Condominium, as it may be amended from time to time.

2.18 **"Improvements"** means all structures, or any portion thereof, and artificial changes to the natural environment (exclusive of landscaping), located on the Condominium Property, including but not limited to the Buildings.

2.19 **"Institutional Mortgagee"** means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker or any other lender generally recognized as an institutional type lender holding a first mortgage on a Unit or Units.

2.20 **"Limited Common Elements"** mean those Common Elements the use of which are reserved to a certain Unit or Units to the exclusion of other Units, as specified in this Declaration or on the Condominium Plat.

2.21 **"Members"** shall consist of all Owners of record of each Unit.

2.22 **"Original Declaration(s)"** means the original declarations creating Sections 18, 19, 20, and 21 as described above.

2.23 **"Public Records"** means the real property records maintained by the Clerk of the Circuit Court in and for the County within which the Condominium is located.

2.24 **"Unit Owner" or "Owner"** means Unit Owner as defined by the Condominium Act.

**ARTICLE III. COMMON ELEMENTS AND PERCENTAGE OF OWNERSHIP**

3.1 **Percentage of Ownership:** The percentage of ownership of the common elements appurtenant to each and every same-numbered unit shall be as follows:

#1	.5626	#21	.5694	#31	.5763
#2	.5028	#22	.5096	#32	.5165
#3	.4773	#23	.4841	#33	.4910
#4	.4407	#24	.4476	#34	.4544
#5	.3697	#25	.3766	#35	.3834
#6	.3697	#26	.3766	#36	.3834
#7	.5626	#27	.5694	#37	.5763

3.2 **Common Elements:** The common elements of the condominium appurtenant to each of the units shall include the following items:

- a. The land on which the building housing the units is located, and remaining lands included in the condominium property described above.
- b. All parts of the improvements on said land not located within the units.
- c. Easements through units for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services to units and common elements.
- d. An easement of support in every portion of the unit which contributes to the support of the building.
- e. Installations for furnishing of utility services to more than one unit or to the common elements, or to a unit other than the unit containing the installations.
- f. The property and installations in connection therewith acquired for the furnishing of services to more than one unit or to the common elements.
- g. All external walls of the units other than the internal surfaces thereof.
- h. All stairways and external walks.

3.3 **Common Expenses and Surplus:** The common expenses of the ASSOCIATION, insofar as the same pertain to each unit, and the percentage ownership in common surplus, shall be in accordance with the percentage set forth in Section 7.2 of this Amended and Restated Declaration.

**ARTICLE IV. ESTABLISHMENT OF THE ASSOCIATION**

4.1 **Power and Duties:** The Association shall be the entity, a Florida not-for-profit corporation, responsible for the operation of the Condominium. The affairs of the property of the Condominium and the Association shall be controlled by the officers and the Board of Directors.

The powers and duties of the Association shall include those set forth in the Chapter 617, Florida Statutes , the Condominium Act, the Association's Articles, Declaration, Bylaws, and Rules and Regulations, as amended from time to time.

4.2 **Voting Rights:** Each Unit shall be entitled to one (1) vote to be cast in the manner set forth in the Bylaws.

4.3 **Membership Rights:** All persons owning a vested interest in the fee title to any of the Condominium Units, which interest is evidenced by a proper instrument duly recorded in the Public Records shall automatically be members of the Association and their respective memberships shall terminate as their vested interest in the fee title terminates.

#### **ARTICLE V. ASSOCIATION MAINTENANCE RESPONSIBILITIES**

5.1 **Association Maintenance:** The Association shall be responsible for repairs and maintenance to all common elements and limited common elements, and the expenses associated therewith shall be designated as Common Expenses. The ASSOCIATION shall procure and pay as part of a common expense for adequate insurance coverage on all ASSOCIATION buildings and common elements are required by the Condominium Act and as further provided herein. Arrangements for repair or rebuilding of damaged or destroyed buildings shall be an ASSOCIATION responsibility.

5.2 **Right of Access** The Association shall have the irrevocable right to access each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair , or replacement of any Common Element or Limited Common Element, and may make other repairs or maintenance to the unit or common elements as may be necessary to prevent damage to the Common Elements or to other units. In the event of an emergency inside a unit during the owner's absence and no key is available, the ASSOCIATION may enter the premises, without advance notice, by whatever means necessary to control the emergency and repair whatever damage that has occurred.

5.3 **Alteration and Improvement:** The Association shall have the authority to approve material alterations and/or improvements to the Limited Common Elements or Common Elements upon the approval of seventy-five percent (75%) of the voting interests of the Association . Membership approval shall not be required as described above in emergencies or in instances where the Association has an overriding statutory or fiduciary duty to protect, maintain, repair, or replace a particular existing common element in accordance with its duties pursuant to the Condominium Act.

#### **ARTICLE VI. OWNER MAINTENANCE RESPONSIBILITIES**

6.1 **Owner Responsibility:** Each unit owner shall be responsible for the repair and maintenance in a proper working order of:

- a. The complete interior of the unit, and any water pipes not buried within the floor, walls, ceilings, and lanai or balcony.
- b. Faulty sinks, shower baths, bath tubs, toilets, water tanks, water heaters, heating and air conditioners, washers, dryers, ceiling fans, stoves, and refrigerators.
- c. Water or drain pipes, plug-in cables , electric wiring and fixtures.

- d. The drain line of the air conditioner. This line is kept free from algae through the use of a chlorine and water mixture on a monthly basis.
- e. The breaker box, wall plugs, light switches, and any additional electric wiring for ceiling fans.
- f. Any portion of the lanai or balcony that is considered part of the unit, as well as any and all improvements or additions made to the unit or limited common elements by a unit owner for the benefit of the unit, including but not limited to lanai or patio enclosures.

6.2 **Owner Damages:** Additionally, each unit owner shall be responsible for, and liable to, the ASSOCIATION and other unit owners, damage to common elements and other units which has been caused by, or arising from, a unit owner's failure to maintain or repair his/her unit, or the action of the owners/guests/lessees.

6.3 **Owner's Failure to Act** If an Owner fails to maintain and repair his Unit properly, including Limited Common Elements and appurtenances or any other item that a Unit Owner is responsible for maintaining, the Association, at the discretion of the Board, may enter into any Unit upon reasonable notice during reasonable hours to inspect any Unit and make such repairs and perform such maintenance, and pay such amounts, as the Board may deem necessary. The cost of maintenance and repair, and the cost of collection, including interest, at the highest rate allowed by law, and reasonable attorneys' fees, if necessary, may be assessed against the Unit Owner and collected as any other assessment. In addition, if any Common Elements, including exterior surfaces of improvements, are altered or damaged by an Owner or his employee or his guests, licensees or invitees, through acts or omissions, the Owner shall be responsible for the costs or repair. The Association shall have a lien against a Unit to the same extent, as is provided by the Condominium Act, for unpaid Assessments, for the costs of any such repairs paid by the Association, plus interest at the highest rate allowed by law, and costs and reasonable attorneys' fees incurred by the Association in enforcing its rights.

6.4 **Hurricane Shutters:** To assure uniformity in design and color, hurricane shutters installed henceforth by unit owners shall meet the specifications required by the ASSOCIATION. Owners shall inform the BOARD of their intention to install hurricane shutters.

6.5 **Owner Insurance Policies:** The owner of each unit shall buy sufficient insurance to cover repairs or damages caused by malfunctions, leakages, or stoppages, and the BOARD may require proof of this insurance at any time.

6.6 **Partition:** No unit or building shall be the subject of a partition action in any court, and all owners by their acceptance of a conveyance of such unit waive all rights to maintain or bring such action.

## **ARTICLE VII. ASSESSMENTS AND LIENS**

7.1 **Maintenance Fees/Assessments:** The first and foremost responsibility for all owners, their heirs, successors, and assigns is the payment of their maintenance fees, due the first day of each month, and for any special assessments, which may be approved. Maintenance fees are based on the annual budget and the owners' percentage of ownership,

and shall be paid promptly to the ASSOCIATION.

7.2 **Applicable Percentage of Share of Common Expenses:** For each fiscal year, the monthly maintenance fee for each and every same-numbered unit shall be determined by multiplying one-twelfth of the annual budget total for maintenance fees by the multiple for each unit as follows:

#1	.0056	#21	.0057	#31	.0058
#2	.0050	#22	.0051	#32	.0052
#3	.0048	#23	.0048	#33	.0049
#4	.0044	#24	.0045	#34	.0045
#5	.0037	#25	.0038	#35	.0038
#6	.0037	#26	.0038	#36	.0038
#7	.0056	#27	.0057	#37	.0058

7.3 **Common Expenses:** Each Unit Owner shall be assessed his proportionate share of the expenses of maintenance, repair, replacement, administration and operation of the Common Elements and the Condominium. Payment thereof shall be in such installments and at such times as may be provided in the Bylaws. In the event of the failure of a Unit Owner to pay any assessment or charge against his Unit when due, the amount thereof shall constitute a lien on his Unit as provided by the Act.

7.4 **Share of Common Expenses:** The Owner of each Unit shall be liable for a share of the Common Expenses of the Condominium equal to his share of Ownership of the Common Elements and the Common Surplus.

7.5 **Ownership:** Assessments collected by or on behalf of the Association become the property of the Association. No Unit Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Unit. No Owner has the right to withdraw or receive distribution of his share of the Common Surplus, except as otherwise provided herein or by law.

7.6 **Liability for Assessments:** The Owner of each Unit, regardless of how title was acquired, is liable for all Assessments or installments thereon coming due upon the unit, including assessments accrued prior to taking title.

7.7 **No Waiver or Excuse from Payment:** The liability for Assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Elements, by abandonment of the Unit for which the Assessments are made, or by interruption in the availability of the Unit or the Common Elements for any reason whatsoever. No Unit Owner may be excused from payment of his share of the Common Expenses unless all Unit Owners are likewise proportionately excused from payment , except as may otherwise be permitted by law.

7.8 **Application of Payments: Failure to Pay; Interest:** The Association shall have the authority to set forth deadlines for payments of all Assessments , and shall have the authority to charge late fees and/or interest up to the highest rate allowed by law, until paid, and to collect attorney's fees and costs incurred in collection and/or foreclosure proceedings. Assessments and installments thereon shall become due, and the Unit Owner shall become liable for said Assessments or installments, on the date for payment established in the Bylaws or otherwise set by the Association. All payments on account shall be first applied to interest, costs and



attorneys' fees, other charges, and then to regular or special Assessments, in such manner and amounts as the Board may determine regardless of any restrictive endorsement on or accompanying the payment.

7.9 **Liens:** The Association has a lien on each condominium parcel securing payment of past due Assessments, including interest and reasonable attorneys' fees and costs incurred by the Association incident to the collection of the assessment or enforcement of the lien, whether before, during or after a lien foreclosure suit. The lien also secures all unpaid Assessments and charges coming due prior to a final judgment of foreclosure. The lien is perfected upon recording a Claim of Lien in the Public Records of Manatee County, Florida, stating the description of the condominium parcel, the name of the record Owner, the Assessments past due and the due dates. The lien is in effect until barred by law. Upon full payment, the person making the payment is entitled to a satisfaction of the lien.

7.10 **Acceleration :** If any special assessment or regular assessment as to a Unit remains unpaid thirty (30) days after the due date, and a Claim of Lien is recorded, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Unit's annual assessment and all special Assessments for that fiscal year as if said Assessments had originally been due on the date the Claim of Lien was recorded. The Association's lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorneys' fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent Owner a notice of the exercise, which notice shall be sent by certified or registered mail to the Owner's last known address, and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose required by the Condominium Act, or may be sent separately.

7.11 **Priority of Lien:** If required by the Condominium Act as amended from time to time, the Association's lien for unpaid Assessments shall be subordinate and inferior to any recorded first mortgage and any recorded institutional mortgage, unless the Association's Claim of Lien was recorded before the mortgage.

7.12 **Foreclosure of Lien:** The Association may bring an action in its name to foreclose its lien for unpaid Assessments in the manner provided in the Condominium Act, and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any lien rights.

#### **ARTICLE VIII. SALES AND RENTALS/LEASES; LEASE RENEWALS AND GUESTS**

8.1 **Tenant/Occupant Age Restriction:** All new lessees or other occupants of any unit shall be fifty-five years of age or older, subject to exceptions provided in Section 9.1(p)

8.2 **Association Approval of Transfers or Leases:** Sales, leases, or lease renewals shall not be consummated prior to approval by the Board or any committee to which such authority has been delegated. In case of indecision on the part of that committee, the committee may refer the matter to the BOARD for resolution. Approval or disapproval shall be made known to the involved parties within thirty (30) days after the following requirements have been met:

8.3 **Application :** All sale and lease applications shall be completed and furnished to the Board or designated committee. The Association may promulgate procedures for

application for ownership, tenancy, and occupancy. Written application for such approval of all potential owners, tenants, or occupants shall contain such information as may be required by application forms promulgated by the Board and shall be accompanied by a non-refundable transfer fee as required by regulation of the Board. This transfer fee may be up to the maximum amount allowed by Florida law. Such application process may include a required interview of all potential, tenants or occupants of the Unit. Within thirty (30) days from the receipt of the completed application information and fees, the Board of Directors, or designated committee, shall either approve or disapprove the sale or transfer. In the event the Board fails to review the proposed sale or transfer within thirty (30) days of the receipt of said application, the sale or transfer shall be deemed approved. Any required time frame for Board approval shall not be triggered until the applicant has submitted all materials requested by the Board. In the event additional information is requested by the Board in order to determine whether to approve the sale or transfer, the time frame for Association response shall be tolled from the period of time the information is requested until such information is received by the Board.

The application, interview and approval must take place before close of any transfer or occupancy is permitted. When considering such application, consideration shall be given to the good social and moral character and financial responsibility of the proposed purchaser, transferee, lessee or occupant, or any other lawful and reasonable criteria established by the Board. The Association shall have the authority to perform reasonable credit and criminal background checks on all proposed purchasers and occupants, and may deny sale, lease, occupancy, or other transfer based on the results of such background checks.

8.4. **Disapproval:** In the event that a transfer or occupancy of a unit is disapproved, the Association shall have no obligation to purchase the unit, or to provide a substitute purchaser or transferee.

8.5. **Minimum Lease Terms:** All leases shall be for the term of at least twelve (12) months, and a leased unit shall not be leased again until the term of that lease has expired.

8.6. **Lease Approval:** Approval of each lease shall be required before any lessee takes occupancy. A copy of the lease shall be provided to the Association by the unit's owner(s).

8.7. **Lease Renewal:** Lease renewal applications are not subject to payment of the screening fee, and, if Association so decides, may be approved without an interview.

8.8. **Additional Leasing Restriction:** Buyers of a unit shall be required to establish ownership of it for two years before they may lease it.

- a. Limited Exception: This two year ownership requirement shall not apply under the following limited circumstances: when an owner does not qualify to occupy the unit under the Association's age restrictions, and when the occupancy of the unit shall be by occupants other than the unit owner consisting of at least one member of the unit owner's immediate family (such as a parent or sibling). Further provided that the occupants comply with the Association's age restrictions, and further provided that no such occupants shall be permitted to occupy the unit until the prior written approval of the Board has been obtained, and the occupants have complied with all application and approval requirements set forth by the Board and/or the Association's governing documents.

8.9 **Ownership of Multiple Units:** If a current owner wishes to purchase another unit within the initial two year period, this acquisition shall be approved, provided the first unit is not leased to guests or short term occupancies, until two years has elapsed.

8.10 **Subleasing/Short-term Occupancies:** Lessees shall not have the privilege of subleasing or granting short-term occupancies of the unit they are occupying.

8.11 **Owner's Absence:** During the absence of an owner, friends or relatives may be allowed to occupy the unit for a period of no more than one (1) month, unless an extension has been granted by the BOARD. Only two (2) such non-consecutive occupancies are permitted during a calendar year.

- a. Before an occupancy takes place, those individuals who will occupy the unit and the owner of it shall fill out and sign a form furnished by the ASSOCIATION attesting to the fact that the occupancy is being permitted without the payment or exchange of a rental fee or other compensation/ consideration of any kind.

8.12 **Compliance with Association's Rules:** Owners, lessees, guests, and short-term occupants shall obey all ASSOCIATION rules.

#### **ARTICLE IX. RESTRICTIONS AND ENFORCEMENT**

9.1 The following restrictions shall apply to and bind the ASSOCIATION common elements, units, unit owners, lessees, and guests:

- a. All units shall have the same exterior design, shape, and color as the other units. No "For Lease", "For Rent", or similar signs indicating that a unit is available for lease may be placed on any wall or window of any unit. One (1) standard "For Sale" sign may be placed in a unit's window to be viewed from the exterior, provided the size of the sign does not exceed 24" x 24". All exterior replacement window frames and doors must be white in color. It shall be necessary to obtain the affirmative approval of 75% of the voting interests in the Association to approve of any material alteration of the common elements.
- b. Occupants of units shall not permit loud noises or obnoxious odors in their premises. Only small birds and fish shall be allowed as pets.
- c. No unit's interior shall be partitioned, divided, or subdivided without prior approval by the BOARD.
- d. No wires, TV antennas, aerials, clothes lines, or drying facilities shall be permitted on the patio or any part of the common elements. No clothes, rugs, drapes, spreads, or household articles of any type shall be dried, aired, beaten, cleaned, or dusted by hanging or extending from any window, door, or patio railing of any building or any part of the common elements. The BOARD shall be the only body allowed to issue any exception to this restriction.
- e. Sweeping of decks and stairways over the sides, shaking cloths, rugs, and dust mops or throwing paper, cigarette/cigar butts, water, or any other object over the sides of patios or from windows is prohibited.

- f. All occupants shall keep their radios, TVs, stereos, and any musical instruments at a moderate noise level within the confines of their unit. The Board shall have the authority to adopt reasonable rules and regulations regarding a requirement minimizing noise and noise levels to acceptable levels within the units and common elements.
- g. No electrical machines or appliances which interfere with TV or radio reception shall be used.
- h. No outdoor grills of any kind shall be used within a unit or on any of the common elements at any time except for Association events approved in advance by the Board.
- i. No object shall be left on stairways, driveways, walkways, or any other routes of passage that is unsightly or wide enough to be a hindrance to furniture moving/personal or vehicle passage.
- j. No furniture or equipment shall be taken from the Mall or Recreation Hall for personal use. Equipment borrowed from the Maintenance Shop shall be signed for, and returned prior to 4 P.M. of the day it is borrowed, unless the borrower is granted permission by the Chairman/member of the Building and Grounds Committee to keep it for a longer time.
- k. Garbage shall be bagged/wrapped carefully before being put in the provided receptacles. The receptacle covers shall then be replaced.
- l. All rules posted in the Recreation Hall, the laundry room, at the pool, and on the bulletin boards shall be adhered to by all owners, lessees, and guests. All complaints, suggestions, or requests shall be in written form and put in the Recreation Hall Suggestion Box.
- m. Only the vehicles of owners, lessees, or guests shall be parked in owner or Guest spaces. Second vehicles of owners may be parked in the off-Street Parking areas or in a Guest area.
  - 1. Service vehicles, while providing service to owners or management, may park in front of the buildings in Guest spaces or in the space of the owner whose unit is being serviced.
  - 2. Unlicensed or inoperative cars, vans, motorcycles, motor homes, campers, trailers, boats, trucks, or any type of commercial vehicle belonging to unit owners, lessees, or guests may be parked in off-Street Parking areas for not more than fifteen days in one month, or not more than thirty days in a calendar year. Variance to these time limits may be made by the BOARD.
  - 3. No vehicle shall be used as sleeping quarters when parked on ASSOCIATION property.
  - 4. To prevent exhaust fumes of vehicles from seeping into units, vehicles shall not be backed into any parking space.

- n. Any exceptions to these rules shall require BOARD approval.
- o. Each condominium unit shall be used as a one-family residential dwelling and shall not be used to conduct a trade or business.
- p. The Third Bayshore condominium has been developed as community designed specifically to accommodate the desires and needs of senior citizens and to promote a sense of community among such persons. This community has been established to meet the needs of older persons and significant facilities and services have been specifically designated to meet the physical and social needs of older persons within this ASSOCIATION.
  - 1. At least one occupant, at all times, shall be fifty-five years of age or older. No unit shall, at any time, be occupied by individuals under the age of eighteen (18). Guests under the age of eighteen (18) must comply with all guest rules, regulations, and restrictions promulgated by the Board or as set forth in the Association's governing documents.
  - 2. This restriction shall not apply to a person under the age of fifty-five years, if he/she is the surviving spouse of a deceased owner.
  - 3. Owners of units acquired by inheritance or other legal procedure, who are under the age of fifty-five years, may continue to hold title to the unit for leasing or future use, however, they are subject to restrictions as set forth herein, for a period of no more than one month, unless an extension has been granted by the BOARD. Only two such non-consecutive occupancies are permitted during a calendar year.
- q. Individual units shall be restricted to one family occupancy . For purposes of this Restated Declaration of Condominium, the term "family" shall be limited to the owners'/residents' spouse, children, siblings, parents, and spouse's parents:
  - 1. The exception to the above stated rule shall be that owners may reside with not more than one other person, who is not a member of the unit owners' family . These adults may jointly own the unit.

9.2 **Duty to Comply:** Each Unit Owner, his tenants and guests, and the Association shall be governed by and shall comply with the provisions of the Condominium Act, the Declaration, the Articles, the Bylaws and the Rules and Regulations.

9.3 **Waiver of Rights:** The failure of the Association or of a member to enforce any right, provision, covenant or condition which may be provided for in the condominium documents shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant or condition in the future. A provision of the Condominium Act may not be waived by a Unit Owner if the waiver would adversely affect the rights of the Owner or defeat the purpose of the provision, except that Unit Owners or Directors may waive notice of specific meetings as provided in the Bylaws. Any written instrument or instruction given by a prospective purchaser or Unit Owner to an escrow agent may be relied upon by the escrow agent, whether or not such instruction and the payment of funds thereunder might otherwise

constitute a waiver of any provision of the Condominium Act.

9.4 **Attorneys' Fees:** In any legal proceeding arising out of an alleged failure of a tenant, guest, occupant, Unit Owner or the Association to comply with the requirements of the Condominium Act or the condominium documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court.

9.5 **No Election of Remedies:** The Association may choose any and all available legal and/or equitable remedies to enforce the Association's restrictions. Election of one particular remedy does not preclude the Association from pursuing alternative legal and/or equitable remedies that may be available.

9.6 **Enforcement:** The Association shall enforce by legal means, the provisions of the Condominium Act, Declaration of Condominium, the Articles of Incorporation, the Bylaws and Rules and Regulations for the use of the property of the Condominium. All Owners, family members of Owners, guests, invitees, tenants, licensees, or occupants shall be bound by the governing documents of the Association, including the Rules and Regulations as adopted by the Board. Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by any act, whether intentional or negligent, of an Owner, Owner's family member, guest, tenant, licensee, or occupant. Violations as determined by the Board shall entitle the Association or any other Owners to recover damages or obtain injunctive relief or both, or any other remedy provided by law. Failure of the Association to enforce the restrictions shall not be considered a waiver of their right to do so. The Board shall have the authority to adopt guidelines for enforcement procedures and to appoint fining and/or enforcement committees to administer such procedures to the maximum extent permitted by the Association's governing documents and Florida law. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. No fine for a single violation may exceed the maximum extent permitted by law. No fine in the aggregate shall exceed the maximum extent permitted by law. The defaulting Unit Owner shall be entitled to a hearing before a fining committee of other Unit Owners appointed by the Board, upon written notice of not less than fourteen (14) days, specifying the violations charged, and the date, time and place of the hearing. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the association. A fine in any amount may not be levied by the Association unless approved by the fining committee. No fine shall become a lien upon the Unit whose Owner is in violation. All rights, remedies, and privileges granted to the Association or Owners under any provisions of the Association's governing documents shall be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies.

#### **ARTICLE X. TERMINATION**

10.1 **Agreement:** The Condominium may be terminated at any time in the manner provided by the Condominium Act, as may be amended, or as further provided herein.

10.2 **New Condominium :** The termination of the Condominium does not bar creation of another condominium affecting all or any portion of the same property.

10.3 **Last Board:** The members of the last Board of Directors shall continue to have the powers granted in this Declaration, including without limitation the power to enter into a contract for the sale of the former Condominium Property and Association property, for the purpose of winding up the affairs of the Association , notwithstanding the fact that the Association itself may be dissolved upon a termination.

10.4 **Provisions Survive Termination:** The provisions of this article shall be deemed covenants running with the land, and shall survive the termination of the Condominium until all matters covered by those provisions have been completed.

#### **ARTICLE XI. EASEMENTS**

11.1 **Access for Maintenance.** Easements shall exist as may be necessary, through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to other Units or common elements.

11.2 **Ingress and Egress.** Each unit owner shall have a non-exclusive perpetual easement for ingress and egress to and from his respective unit through the common elements to provide reasonable access to the public ways (however, this easement shall not give or create to any person the right to park on any portion of the Condominium property not designated as a parking area). An easement shall exist for pedestrian traffic over, through, and across sidewalks, paths, walks, and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over , through, and across such portions of the Common Elements as may be paved and intended for such purposes, and such easement shall be for the benefit of the Unit Owners and authorized tenants, guests, and occupants of Units.

11.3 **Support.** Each Unit shall have an easement of support in every portion of a unit which contributes to the support of a building.

11.4 **General Authority.** The Board shall have the authority, without the joinder of any unit owner, to grant, modify, or move any easement if the easement constitutes part of or crosses the common elements or association property.

11.5 **Encroachments.** In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit for any reason and caused by any event of any kind or nature other than the intentional or negligent act of the Unit Owner, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.

11.6 **Easements of Record:** Nothing in this Declaration shall impair the rights of Manatee County Utilities Department to furnish sewer and water service to the condominium units and common elements, or to make proper changes in these areas. The ASSOCIATION shall be subject to all easements, restrictions, and reservations of record, and roadway , walkway, and utility easements declared for the purpose of furnishing ingress, egress, and utility service to adjacent property.

#### **ARTICLE XII. INSURANCE**

All insurance policies purchased by the Association covering portions of the

Condominium Property shall be governed by the following provisions:

**12.1 Purchase, Custody and Payment:**

- A. **Purchase:** All insurance policies described herein covering portions of the Condominium Property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.
- B. **Named Insured:** The named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their Mortgagees, without naming them.
- C. **Custody of Policies and Payment of Proceeds:** Except as provided in this Article, all policies shall provide that payments for losses made by the insurer shall be paid to the Association, or individual owner, as appropriate.
- D. **Copies to Mortgagees:** One copy of each insurance policy, or a certificate, evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy.
- E. **Personal Property and Liability:** Unit Owners shall be responsible for obtaining insurance coverage at their own expense and at their own discretion upon the property lying within the boundaries of their Unit, including, but not limited to, their personal property, and, as required by Article 12.3, shall obtain insurance coverage for their personal liability and for any other risks not otherwise insured in accordance herewith.

**12.2 Coverage:** The Association shall maintain casualty insurance as follows:

- A. **Casualty:** All Buildings and Improvements upon the property, together with all service machinery contained therein (collectively, the "Insured Property"), shall be insured in adequate amounts as determined by the Board of Directors. Such coverage shall afford protection against:
  - (i) Loss or Damage by Fire or Other Hazards covered by a standard extended coverage endorsement; and
  - (ii) Such Other Risks as from time to time are customarily covered with respect to Buildings and Improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.
- B. **Liability:** The Association shall maintain comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, in amounts as required by the Board of the Association.
- C. **Fidelity Bonds:** The Association shall maintain Fidelity Insurance or Bonds covering all directors, officers and employees of the Association and managing agents who handle Association funds, as required by the Condominium Act.
- D. **Workmen's Compensation:** Workmen's Compensation insurance on all employees if required by law or deemed necessary by the Board.
- E. **Flood Insurance:** Flood Insurance if required by Florida law, or if deemed necessary by the Board.
- F. **Additional Coverages:** Directors and Officers Insurance, or any such other insurance if deemed necessary by the Board.
- G. The Association shall, however, obtain all insurance coverage required by law.

**12.3 Responsibility of Individual Unit Owners:** It shall not be the responsibility or



the duty of the Association to obtain insurance coverage upon the personal liability, personal property or living expenses of any Unit Owner, but the Unit Owner shall obtain personal liability insurance at the Owner's expense provided such insurance shall not be of such a nature to affect policies purchased by the Association. Each Unit Owner shall be responsible to obtain insurance coverage for those items that are located within their Unit boundaries for which the Unit Owner is obligated to maintain, and for any improvement or addition to a unit or limited common element made by a unit owner.

12.4 **Premiums:** Premiums and deductibles for insurance policies purchased by the Association shall be paid by the Association as a Common Expense and shall be assessed against and paid by such Owners. Premiums may be financed in such manner as the Board deems appropriate.

12.5 **Share of Proceeds:** All insurance policies obtained by the Association shall be for the benefit of the Association, the Unit Owners and their Mortgagees, as their respective interests may appear, and shall provide that all proceeds shall be paid to the Association. The duty of the Association shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective Mortgagees in the following shares, but which shares need not be set forth on the records of the Association:

A. **Insured Property:** Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as Owner's share in the Common Elements and Common Surplus appurtenant to each Unit as set forth in this Declaration.

B. **Mortgagees:** Except as provided herein no Mortgagee shall have any right to determine nor participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and Mortgagee pursuant to the provisions of this Declaration.

12.6 **Distribution of Casualty Insurance Proceeds:** Proceeds of casualty insurance policies received by the Association shall be distributed to or for the benefit of the beneficial Owners in the manner herein provided.

12.7 **Association as Agent:** The Association is irrevocably appointed agent for each Unit Owner and for each Owner of a mortgage or other lien upon a Unit and for each Owner of any other interest in the Condominium Property, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

### **ARTICLE XIII. AMENDMENT**

13.1 **Vote Required:** This Declaration may be amended at any time by affirmative vote of two-thirds (2/3) of those owners present (in person or by proxy) and voting at any regular or special meeting of the Association's membership. The Articles of Incorporation and Bylaws may be amended in the manner provided in such documents.

13.2 **Certificate: Recording:** A copy of each adopted amendment shall be attached

to a certificate that the amendment was duly adopted as an Amendment to the Declaration, which certificate shall be in the form required by law and shall be executed by officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Manatee County.

13.3 **Correction of Errors:** If there is an unintentional omission or error in this Declaration or in other documents required by Florida law to establish the Condominium, the Association may correct the error or omission by following the procedures set forth in the Act.

#### **ARTICLE XIV. MISCELLANEOUS**

14.1 **Severability:** The invalidity or unenforceability in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, or any exhibit attached thereto, shall not affect the remaining portions thereof.

14.2 **Applicable Statutes:** The validity, application and construction of this Declaration and its exhibits shall be governed by the Laws of Florida, particularly the Condominium Act, as it may be amended.

14.3 **Conflicts:** If there is a conflict between any provision of this Declaration and the Condominium Act, the Condominium Act shall control. In the event of any conflict, the Declaration shall take precedence over the Articles of Incorporation, Bylaws and applicable Rules and Regulations; the Articles shall take precedence over the Bylaws and applicable Rules and Regulations; and the Bylaws shall take precedence over applicable Rules and Regulations; all as amended from time to time.

14.4 **Interpretation:** The Board of Directors is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

14.5 **Exhibits:** There is hereby incorporated within this Declaration any materials contained in any of the Exhibits hereto which, under the Act, are required to be part of the Declaration.

14.6 **Headings and Capitalization:** The headings of paragraphs or sections herein, and the capitalization of certain words, are for convenience purposes only, and shall not be used to alter or interpret the provisions herein.

14.7 **Gender Neutral Language:** Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular, and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of a Condominium in accordance with the laws made and provided for same, to-wit: Chapter 718, Florida Statutes, as amended, of the State of Florida.

14.8 **Indemnification:** Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney's fees,

reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases when the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of these duties. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. Directors shall have no personal liability with respect to any contract made by them on behalf of the Association.

R. B. "CHIPS" SHORE Clerk of Circuit Court Manatee County FL. (20 of 20)

CERTIFICATE OF AMENDMENT

The undersigned officers of The Third Bayshore Condominium Association, Inc., a Florida corporation not-for-profit, do hereby certify that the foregoing Amended and Restated Declaration of Condominium of Third Bayshore Condominium was duly proposed and approved by the membership at a meeting held on the 18th day of March, 2009, and was approved in accordance with the Association's governing documents and Florida law. The Declaration amended by this Amended and Restated Declaration was recorded in Official Records Book 1109, Page 1209 of the Public Records of Manatee County, Florida

IN WITNESS WHEREOF, the Board of Directors of The Third Bayshore Condominium Association, Inc., has caused this Amended and Restated Declaration to be signed in its name this 18th day of March, 2009.

Signed, sealed and delivered

THE THIRD BAYSHORE CONDOMINIUM ASSOCIATION, INC.

Witnesses (2) to President's signature

By: Sandra D. Elliott  
Print Name: Sandra D. Elliott  
As Its President

1. Carl M. Romano  
Print Name: Carl M. Romano

2. Stephen W. Thompson  
Print Name: Stephen W. Thompson

Attest: Kathleen Axel Dabrowsky  
Print Name: Kathleen Axel Dabrowsky  
As Its Secretary

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 18th day of March, 2009, by Sandra Elliott and Kathleen Dabrowsky as President and Secretary, respectively, of The Third Bayshore Condominium Association, Inc., a Florida Corporation not-for-profit, on behalf of the corporation. They are personally known to me or who have produced \_\_\_\_\_ (type of identification).

Ellen Wile  
Notary Public, State of Florida



THIS INSTRUMENT PREPARED BY:  
STEPHEN W. THOMPSON, ESQ.  
NAJMY THOMPSON, P.L.  
1401 8TH AVENUE WEST  
BRADENTON, FLORIDA 34205

**CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED  
DECLARATION FOR THIRD BAYSHORE CONDOMINIUM  
SECTIONS 18, 19, 20 AND 21  
BUILDINGS A, B, C, E, G, H, K, L, M AND N**

WHEREAS, the Amended and Restated Declaration for Third Bayshore Condominium ("the Declaration") was recorded in Official Record Book 2291, Pages 6890 et seq., in the Public Records of Manatee County, Florida, and

WHEREAS, the owners, as members of the Third Bayshore Condominium Association, Inc. ("the Association"), have found it necessary to amend the Declaration, and

NOW THEREFORE, the members of the Association voted to amend the Declaration as set forth below:

(Words in ~~strike through~~ type are deletions from existing text; underlined words are additions.)

6.1.d. The drain line of the air conditioner. Mandatory shut-off float must be installed in air conditioner condensation drain tube. This line is kept free from algae through the use of a chlorine and water mixture on a monthly basis.

6.1.g. Any owner that has construction or remodeling work done to their condominium or lanai shall have this work done between the hours of 8:00 a.m. and 5:00 p.m. If there is an emergency which creates an exception to this rule, the owner must obtain approval of the Board President.

**8.3 Application:** All sale and lease applications shall be completed and furnished to the Board or designated committee. The Association may promulgate procedures for application for ownership, tenancy, and occupancy. Written application for such approval of all potential owners, tenants, or occupants shall contain such information as may be required by application forms promulgated by the Board and shall be accompanied by a non-refundable transfer fee as required by regulation of the Board. This transfer fee may be up to the maximum amount allowed by Florida law. Such application process may include a required interview of all potential, tenants or occupants of the Unit. Within thirty (30) days from the receipt of the completed application information and fees, the Board of Directors, or designated committee, shall either approve or disapprove the sale or transfer. In the event the Board fails to review the proposed sale or transfer within thirty (30) days, of the receipt of said application, the sale or transfer shall be deemed approved. Any required time frame for Board approval shall not be triggered until the applicant has submitted all materials requested by the Board. In the event additional information is requested by the Board in order to determine whether to approve the sale or transfer, the time frame for Association response shall be tolled from the period of time the information is requested until such information is received by the Board.

The application, interview and approval must take place before close of any transfer or occupancy is permitted. When considering such application, consideration shall be given to the good social and

moral character and financial responsibility of the proposed purchaser, transferee, lessee or occupant, or any other lawful and reasonable criteria established by the Board. The Association shall have the authority to perform reasonable credit and criminal background checks on all proposed purchasers and occupants, and may deny sale, lease, occupancy, or other transfer based on the results of such background checks. Non-United States residents, at their own expense, must provide proof of no criminal record.

8.5 Minimum Lease Terms: ~~All leases shall be for the term of at least twelve (12) months, and a leased unit shall not be leased again until the term of that lease has expired. No more than one lease per unit in a 12-month period, unless prior Board approval.~~

9.1.j. No furniture or equipment shall be taken from the Mall or Recreation Hall Clubhouse for personal use. Equipment borrowed from the Maintenance Shop shall be signed for, and returned prior to ~~4 P.M.~~ noon of the day it is borrowed, unless the borrower is granted permission by the Chairman/member of the Building or Grounds Committee to keep it for a longer time.

9.1.k. Garbage shall be bagged/wrapped carefully in approved garbage bags before being put in the provided receptacles. The receptacle covers shall then be replaced. Failure to comply will be subject to daily fines.

9.1.m.2. ~~Unlicensed or inoperative cars, vans, motorcycles, motor homes, campers, trailers, boats, trucks, or any type of commercial vehicle belonging to unit owners, lessees, or guest may be parked in off Street Parking areas for not more than fifteen days in one month, or not more than thirty days in a calendar year. Variance to these time limits may be made by the BOARD. motor vehicles of any type and inoperative vehicles are not permitted on condominium property. Owners' licensed vehicles must have a Board approved parking sticker. Exceptions to these rules may be made by a majority of the Board.~~

9.1.p. The Third Bayshore condominium has been developed as community designed specifically to accommodate the desires and needs of senior citizens and to promote a sense of community among such persons. This community has been established to meet the needs of older persons and significant facilities and services have been specifically designated to meet the physical and social needs of older persons within this ASSOCIATION. At least one occupant, at all times, shall be fifty-five (55) years of age or older. No unit shall, at any time, be occupied by individuals under the age of eighteen (18).

9.1.p.1. ~~At least one occupant, at all times, shall be fifty five years of age or older. No unit shall, at any time, be occupied by individuals under the age of eighteen (18).~~ Guests under the age of eighteen (18) must comply with all guest rules, regulations and restrictions promulgated by the Board or as set forth in the Association's governing documents.

9.1.q.1. The exception to the above stated rule shall be that owners may reside with not more than one other person, who is not a member of the unit owners' family. These adults may jointly own ..or occupy the unit and may be subject to Board approval.

9.1.q.2. Any live-in health care worker or home health aide must be screened. The owner is required to show need for this care and pay for the screening. Certified medical professionals are exempt from this requirement.

IN WITNESS WHEREOF, the undersigned officer of the Association has executed this instrument this 2nd day of April, 2015.

WITNESSES to President's signature:

THIRD BAYSHORE CONDOMINIUM ASSOCIATION, INC.

Sign: Noah E. Corrigan  
Print Name: NOAH E. CORRIGAN

Signed By: Peter A. Corrigan 4/2/15  
Print Name: \_\_\_\_\_, as its President

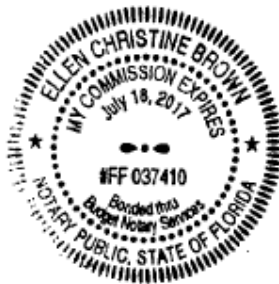
Sign: Pennis Doan  
Print Name: PENNIS DOAN

PETER A. CORRIGAN

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 2nd day of April, 2015, by Peter Corrigan, as President of the Third Bayshore Condominium Association, Inc. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

Ellen Brown  
Notary Public, State of Florida



Previous Instrument | Next Instrument

Inst. Number: 201741010385 Book: 2659 Page: 886 Page 1 of 2 Date: 2/3/2017 Time: 3:38 PM  
Angelina "Angel" Colonnese Clerk of Courts, Manatee County, Florida

THIS INSTRUMENT PREPARED BY:  
STEPHEN W. THOMPSON, ESQ.  
NAJMY THOMPSON, P.L.  
1401 8TH AVENUE WEST  
BRADENTON, FLORIDA 34205

**CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED  
DECLARATION FOR THIRD BAYSHORE CONDOMINIUM  
SECTIONS 18, 19, 20 AND 21  
BUILDINGS A, B, C, E, G, H, K, L, M AND N**

WHEREAS, the Amended and Restated Declaration for Third Bayshore Condominium ("the Declaration") was recorded in Official Record Book 2291, Pages 6890 et seq., in the Public Records of Manatee County, Florida, and

WHEREAS, the owners, as members of the Third Bayshore Condominium Association, Inc. ("the Association"), have found it necessary to amend the Declaration, and

NOW THEREFORE, the members of the Association voted to amend Section 8.3 of the Declaration as set forth below:

(Words in ~~strike through~~ type are deletions from existing text; underlined words are additions.)

**8.3 Application** : All sale and lease applications shall be completed and furnished the Board ~~or~~ designated committee or a duly designated officer, director, or authorized agent. The Association may promulgate procedures application for ownership, tenancy, and occupancy. Written application for such approval of all potential owners, tenants, or occupants shall contain such information as may be required by application forms promulgated by the Board and shall be accompanied by a non-refundable transfer fee as required by regulation of the Board. This transfer fee may be up to the maximum amount allowed by Florida law. Such application process may include a required interview of all potential, tenants or occupants of the Unit. The Board shall have the authority to delegate the review and approval authority to a committee or designated officer, director or authorized agent. Within thirty (30) days from the receipt of the completed application information and fees, the Board of Directors, or designated committee, or duly designated officer, director or authorized agent, shall either approve or disapprove the sale or transfer. In the event the Board fails to review the proposed sale or transfer within thirty (30) days of the receipt of said application, the sale or transfer shall be deemed approved. Any required time frame for ~~Board review and approval~~ shall not be triggered until the applicant has submitted all materials requested in accordance with the application procedures requested by the Board. In the event additional information is requested ~~by the Board~~ in order to determine whether to approve the sale or transfer, the time frame for Association response shall be tolled from the period of time the information is requested until such information is provided to the Association received by the Board.

The application, interview and approval must take place before close of any transfer or occupancy is permitted. When considering such application, consideration shall be given to the good social and moral character and financial responsibility of the proposed purchaser, transferee, lessee or occupant, or any other lawful and reasonable criteria established by the Board. The Association shall have the authority to perform reasonable credit and criminal background checks on all proposed purchasers and occupants, and may deny sale, lease, occupancy, or other transfer based



Inst. Number: 201741010385 Page 2 of 2 Date: 2/3/2017 Time: 3:38 PM  
Angelina "Angel" Colonneso Clerk of Courts, Manatee County, Florida

on the results of such background checks. Non-United States residents, at their own expenses, must provide proof of no criminal record.

**CERTIFICATE OF AMENDMENT**

The undersigned officer of The Third Bayshore Condominium Association, Inc., a Florida not-for-profit corporation, hereby certifies that the foregoing amendment to the Amended and Restated Declaration of Third Bayshore Condominium, was approved and adopted by the requisite number of owners in the condominium. The undersigned further certifies that these amendments were adopted in accordance with the Association's governing documents and applicable law.

IN WITNESS WHEREOF, the undersigned officer of the Association has executed this instrument this 2nd day of February, 2017.

WITNESSES to President's signature:

THE THIRD BAYSHORE CONDOMINIUM ASSOCIATION, INC.

Sign: Loretta Hammill  
Print Name: Loretta Hammill

Signed By: Robert P. Hammill  
Print Name: ROBERT P. HAMMILL as its President

Sign: Joy Murray  
Print Name: Joy Murray

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 25th day of January, 2017, by Robert Hammill, as President of The Third Bayshore Condominium Association, Inc. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

Ellen Brown  
Notary Public, State of Florida

