

# **The Third Bayshore**

## **Condominium Association Inc.**

### **Amended and Restated Bylaws**

**Effective April 7, 2008**

with 2015 amendments to sec. 4.9.2, 5.4, 5.6.1, 7.12

**This document must be given to any new owner of this unit**

**Building** \_\_\_\_\_

**Unit** \_\_\_\_\_

This Instrument Prepared By:  
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**AMENDED AND RESTATED BYLAWS OF  
THE THIRD BAYSHORE CONDOMINIUM ASSOCIATION, INC.  
SECTIONS 18, 19, 20, 21  
BUILDINGS A, B, C, E, G, H, K, L, M, and N**

**KNOW ALL MEN BY THESE PRESENTS:**

That heretofore, The Third Bayshore Condominium Sections 18, 19, 20, and 21 were merged into one condominium through amendment to the corresponding Declarations of Condominium, as recorded in Official Record Book 1109, Pages 1209 et seq., and the Restated Declaration was recorded in Official Record Book 1402, Page 2911 all in the Public Records of Manatee County, Florida.

Pursuant to Section 718.112, Florida Statutes, the Bylaws of The Third Bayshore Condominium Association, Inc., as previously recorded in Official Record Book 1109, Pages 1211 et seq., and as amended by the recording of the amendment recorded in Official Record Book 1453, Page 2915 et seq., all in the Public Records of Manatee County, Florida, are hereby amended and restated in their entirety by the recording of this Amended and Restated Bylaws of THE THIRD BAYSHORE CONDOMINIUM ASSOCIATION, INC. ("Amended and Restated Bylaws"), as approved by an affirmative majority of the ballots returned by unit owners.

**These Amended and Restated Bylaws are a substantial rewording of the Association's Bylaws. See the previously recorded Bylaws for former text.**

ARTICLE I. IDENTIFICATION

1.1. Identity. These are the Bylaws of THE THIRD BAYSHORE CONDOMINIUM ASSOCIATION, INC., a corporation not-for-profit organized and existing under the laws of Florida, hereinafter called "Association."

1.2. Purpose. The Association has been organized for the purpose of operating the Third Bayshore Condominiums, Sections 18, 19, 20, and 21, pursuant to the Condominium Act, Florida Statute 718, as it may be amended from time to time, and in accordance with the Amended and Restated Declaration of Condominium of the Third Bayshore Condominium, Sections 18, 19, 20, and 21, as it may be amended from time to time, hereinafter referred to as the "Declaration."

1.3. Office. The office of the Association shall be located at the office of the Association's management company, if any, or as otherwise designated from time to time by the Board of Directors.

1.4. Fiscal Year. The fiscal year of the Association shall begin on the first day of February of each year and shall end on the thirty-first day of January in the following year.

1.5. Seal. The seal of the corporation shall bear the name of the corporation, the

word "Florida," the words "corporation not for profit," and the year of incorporation.

1.6. Definitions. The terms used herein shall have the same definitions as stated in the Declaration and the Florida Condominium Act (Chapter 718, Florida Statutes, as amended from time to time) unless the context requires otherwise.

## ARTICLE II. MEMBERS

2.1. Qualification. The Members of the Association shall consist of all of the Record Owners of fee simple title to the Units in the Condominium that are subject to the Declaration, which interest is evidenced by a duly recorded proper instrument in the Public Records of Manatee County, Florida. Membership shall terminate upon transfer of fee simple interest of the unit. The Association shall have the authority to require owners to provide proof of ownership interest. When a Unit is owned by more than one person, whether as co-tenants, joint tenants, tenants by the entirety or otherwise, each Owner shall be a Member of the Association by virtue of being a record Owner of an interest in a Unit. Lessees of Units shall not be Members. All matters of voting shall, however, be determined on a per Unit basis, as provided in Article III.

## ARTICLE III. VOTING

3.1. Voting Rights. There shall be one (1) vote per unit, whether Units are owned by individuals, partnerships, corporations, limited liability companies, trusts, or any other legal entity. The total number of votes in the Association shall be equal to the total number of Units in the Condominium. The Member or Members who are the record Owners of each Unit shall be collectively entitled to one (1) vote for each Unit owned, as provided in the Declaration and the Articles of Incorporation. A vote may not be divided. The right to vote may not be denied because of delinquent assessments. If two or more owners of a unit do not agree among themselves how their one vote shall be cast, that vote shall not be counted. If a unit is owned by a corporation, LLC, partnership, trust, or other legal entity not specifically addressed herein, such entity shall designate, in writing, the individual authorized to cast the vote for that unit. In the event of a failure of such entity to provide a written designation, the Board shall have the authority to accept the vote from a director, officer, manager, partner, trustee or other individual having, in the Board's judgment, the authority to cast the unit's vote.

3.2. Voting Procedure. The acts approved by a majority of the votes cast at a meeting at which a quorum has been attained shall be binding upon all unit owners for all purposes, except when a higher vote is required by law or by a provision of the Condominium documents.

3.3. Quorum. A quorum at a Members meeting shall exist when the Members representing at least thirty percent (30%) of the total voting rights of the Association are present, either in person or by proxy. After a quorum has been established at the members' meeting, the subsequent withdrawal of members so as to reduce the number of voting interests to those entitled to vote at the meeting below the number required for a quorum shall not affect the validity of any action taken at the meeting or any adjournment.

3.4. Proxies. Votes may be cast in person or by proxy to the extent permitted by law. Proxies shall not be permitted for the purpose of election of Directors. A proxy shall be in writing and signed by all Owners or the individual designated on the voting certificate. A proxy shall be valid only for the particular meeting designated in the proxy, and must be filed with the Association at or before the appointed time of the meeting or any adjournments thereof. A

properly executed and delivered proxy may be revoked by the persons executing the proxy, by a writing delivered to the Association prior to the appointed time of the meeting or any adjournments thereof, or by the attendance in person of the persons executing said proxy at any meeting or adjournment thereof. In no event shall a proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Holders of proxies need not be members. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the owner's intent to cast a vote and ratifying the vote cast by his or her proxy.

3.5. Method of Voting. Subject to the provisions of the Declaration, voting may be by roll call, voice vote or by written ballot; provided that whenever written approval is required by the Declaration, or whenever any amendment to the Declaration is proposed, the adoption of the annual budget, material alterations or additions to the common elements or other disposition of Association Property or asset is proposed, the voting shall be by written ballot or limited proxy. Routine matters such as approval of minutes, adjournment, acceptance of reports, parliamentary questions and social business may be determined by "yeas" and "nays"; provided, that five voting members, or the chairman, may require a roll call vote.

#### ARTICLE IV. MEETINGS OF MEMBERS

4.1. Annual Meeting. The annual meeting of the Members shall be held each year on the fourth Wednesday of January. In the event that the Association is unable to conduct the meeting on that date, the Board shall have the authority to designate the time and place of such meeting in its discretion. The annual meeting shall be for the purpose of electing Directors, and transacting any other business authorized to be transacted by the Members.

4.2. Special Meetings. Special meetings of the Members shall be held whenever called by the President or by a majority of the Board, and must be called by such officers upon receipt of a written request from voting Members entitled to cast votes for not fewer than twenty-five percent (25%) of the total number of votes of the Association. Such petition shall state the purpose of the meeting. The business conducted at a special meeting shall be limited to that stated in the notice of meeting.

4.3. Notice of Meeting. Reasonable notice of all meetings of the Members shall be in writing, stating the date, time, place and the objects for which the meeting is called, and shall be given by any officer unless waived in writing. Unless otherwise provided herein, such notice shall be not less than fourteen (14) days, nor more than sixty (60) days before the meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails, postage prepaid, addressed to the Member at the Member's post office address as the same appears on the records of the Association. Proof of such mailing shall be given by the affidavit of the person giving the notice and filed in the Association's minute book. In lieu of providing mailed written notice for any members meeting to the individual members, the Association shall have the authority to electronically transmit, via electronic mail or facsimile, notice of such members meetings to any member that consents in writing to receiving notice of members meetings by electronic transmission. Notice of Member meetings and their agendas shall be posted on the bulletin board in the Association Hall and on all the building bulletin boards at least fourteen (14) continuous days and no more than sixty (60) days prior to the date of the meeting, specifying the time, place, date and purpose of said meeting.

4.4. Place. Meetings of the Association Members shall be held at the Condominium property or in Manatee County at such place as the Board may designate in the Notice of

Meeting.

4.5. Adjournments. If any meeting of Members cannot be organized because a quorum has not been attained, or for any other lawful purpose, the Members who are present, either in person or by proxy, may adjourn the meeting with proper notice, from time to time until a quorum is present. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance of the meeting.

4.6. Order of Business. The order of business at annual or special members' meetings, shall be as follows unless otherwise determined by the board:

- (a) Election of chairman of the meeting (if necessary).
- (b) Calling of the roll and certifying of the proxies.
- (c) Proof of notice of the meeting or waiver of notice.
- (d) Election of Directors (annual meeting)
- (e) Reading and disposal of minutes from last members' meeting and the last board meeting.
- (f) Report of Management
- (g) Reports of officers.
- (h) Reports of committees.
- (i) Unfinished business.
- U) New business.
- (k) Announcements
- (l) Adjournment.

4.7. Action Without Meeting. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken by the number of members required to approve such action, shall be signed by all of the Members entitled to vote with respect to the subject matter thereof. Notice of the action so taken shall be given in writing to all members who did not approve such action within thirty (30) days of approval.

4.8. Presiding Officer. At meetings of the membership, the President shall preside unless the Members vote to select a chairman to preside.

4.9. Meeting Procedures.

4.9.1 All meetings shall be conducted according to Robert's Rules of Order and shall comply with all requirements of the Condominium Act and Florida law.

4.9.2 All members may attend these meetings for observation/information. Courtesy and consideration shall be shown by all attending such meetings. A member may tape-record or video-tape all meetings as long as the process is not distracting, in accordance with the Condominium Act. The BOARD may establish reasonable rules and regulations regarding the recordings of meetings.

4.9.3 Members may speak briefly on any item listed on the posted agenda, with a three (3) minute time limit, in accordance with the Condominium Act. The Association shall have the authority to adopt reasonable rules and regulations regarding participation in member meetings.

4.9.4 Members may propose items for discussion at a meeting provided the President,

or the ASSOCIATION Secretary, will have received a written notice at least seventy-two (72) hours prior to the meeting so that these items may be included in the agenda.

4.9.5 A majority of unit owners at any member meeting may pass motions requesting corporate action by the BOARD.

#### ARTICLE V. DIRECTORS

5.1. Number and Term. The affairs of the Association shall be managed by a Board of nine (9) Directors, serving staggered terms so that approximately one half of the Directors are elected at each election. Each Director shall hold office for two (2) years and thereafter until his successor shall have been elected and duly qualified unless sooner removed by the membership

5.2. Election of Directors. At the first election following the adoption of these amended and restated bylaws, four (4) Directors will be elected to serve two-year terms. At the following election, five (5) Directors will be elected to serve a two-year term in order to ensure staggered elections. If there are more candidates for a director position than candidates to be elected, a regular election must be held. If there are less candidates than the number of vacancies, no election shall be necessary and the candidates shall be automatically seated on the board.

5.2.1 The election of Directors shall be conducted at the annual meeting as follows: The members of the Board shall be elected by written secret ballot, submitted in sealed envelopes in the manner set forth by the Condominium Act, as amended. Proxies shall not be used in electing the Board, either in general elections or elections to fill vacancies, unless permitted by Florida law and approved by the Board. The Association shall mail or deliver to each Unit Owner entitled to a vote, written notices of the meeting and election not less than sixty (60) days before such election in accordance with the Florida Statutes and Florida Administrative Code. Any Unit Owner or other eligible person desiring to be a candidate for the Board must give written notice to the Association not less than forty (40) days before a scheduled election. The Association, together with the written notice and agenda, shall mail or deliver a second notice of the election, at least fourteen (14) days before the election, to all Unit Owners entitled to vote together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include in the second notice an information sheet, no larger than 8 1/2" x 11", which must be furnished to the Association by the candidate not less than thirty-five (35) days before the election, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Association. Elections shall be decided by the plurality of those ballots cast. There is no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of members of the Board. The regular election shall occur on the date of the annual meeting. An election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.

5.3. Compensation. Directors and Officers shall not receive compensation for their services. Nothing herein shall preclude the BOARD from employing a Director or an Officer for the management of the Condominium or for any other service but such a person must have a "community association manager's license". Directors and Officers may be reimbursed for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective

duties, as approved by the Board.

5.4. Qualifications. Every director, officer, or committee member must be a Member of the Association or a spouse of a Member of the Association.

5.5. Vacancies. Except as otherwise provided herein, if the office of any Director becomes vacant, whether by reason of death, resignation, retirement, disqualification, incapacity or otherwise, a majority of the remaining Directors shall select a successor, who shall hold the office until the next annual meeting, at which time a replacement will be elected to serve the remainder of the term, if any. Any Director may be recalled and removed from office, with or without cause, by the vote or agreement in writing by a majority of all unit owners in accordance with the Condominium Act as amended. If a vacancy occurs as a result of a recall, the vacancy shall be filled as provided by law. A quorum of the Board shall not be necessary for the purpose of appointing a Director to fill vacancies.

5.6. Disqualification and Resignation. Any Director may resign at any time by sending written notice to the Secretary of the Association. Such resignation shall take effect upon receipt by the Secretary, unless otherwise specified in the resignation. Any Director who is a Member of the Association shall be deemed to have resigned if he transfers his Unit so that he ceases to be a Member of the Association.

5.7. Voting. All voting for the election of Directors shall be by a plurality of votes cast as provided in Article V hereof.

5.8. Annual Board Meeting. The organizational meeting of a newly elected Board shall be held immediately following the Members meeting in which new Directors are elected, for the purpose of electing officers for the upcoming fiscal year.

5.9. Regular Meetings. The Board shall meet on the third Wednesday of the months of November, December, January, February, March, and April of each year, unless otherwise established by the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day that is not a legal holiday. The Board may schedule additional meetings throughout the year as deemed necessary by the Board.

5.10. Special Meetings. Special Meetings of the Directors may be called by the President and must be called by the President or Secretary at the request of at least a majority of the Directors.

5.11. Notice. Written notice of each regular or special meeting of the Board shall be given to each Director personally or by mail, electronic mail, telephone, telegraph, or facsimile at least forty-eight (48) hours prior to the meeting, except in emergencies. All notices shall state the time and place of the meeting, and if a special meeting, the purposes thereof. Any Director may waive notice of a meeting before, during or after the meeting and all such waivers shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall be deemed a waiver of Notice by him unless the sole purpose for attending the meeting is to object to inadequate notice. Notice is effective when personally delivered or deposited in the U.S. mail. Notice and an agenda of Board meetings shall also be posted on the bulletin board in the Association Hall and on all building bulletin boards at least forty-eight (48) continuous hours in advance of such meeting, except in emergencies. Meetings at which assessments against owners and/or rules and regulations regarding Unit use are to be considered must be posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the

meeting, and the Association must provide written notice to the members at least fourteen (14) days in advance of such meetings. Written notice of any board meeting at which non-emergency special assessments, or at which amendment to rules regarding unit use, will be considered, shall be mailed, delivered, or electronically transmitted to the unit owners and posted conspicuously on the condominium property not less than fourteen (14) days prior to the meeting. In lieu of providing mailed written notice for any board meeting to the individual Association members, the Association shall have the authority to electronically transmit, via electronic mail, notice of such board meetings to any member that consents in writing to receiving notice of board meetings by electronic transmission.

5.12. Quorum. Except as provided in Section 5.5, a quorum at Directors' meetings shall consist of a majority of the Board. Members of the Board may participate in a meeting of the Board by means of a telephone conference or similar communications equipment by which all persons participating in the meeting can hear each other at the same time and participation by such means shall constitute presence in person at a meeting. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the act of the Board; except where approval of a greater number of Directors is required by the Declaration or these Bylaws. Directors may not vote by proxy. Directors may vote by secret ballot only for the election of officers. At all other times, a vote or abstention for each director present shall be recorded in the minutes. Directors may not abstain from voting except in the case of an asserted conflict of interest. A Director who is present at a meeting of the Board shall be deemed to have voted in favor of any action taken unless such director voted against the action or abstained due to a stated conflict of interest.

5.13. Adjourned Meeting. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

5.14. Meetings Open. Meetings of the Board shall be open to all Members, and notices of such meeting shall be posted conspicuously at a designated location on condominium property at least forty-eight (48) continuous hours in advance of such meeting for the attention of Members, except in an emergency. Owners shall have the ability to speak on all designated agenda items, and shall have the authority to tape record or video record meetings to the extent permitted by law. The Board may adopt rules and regulations regarding the owners' participation in and recording of these meetings. However, meetings between the board and its attorney shall not be open to Members when the content of such meeting is to discuss proposed or pending legal action. An assessment may not be levied at a board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments; notice of any meeting at which a non-emergency assessment, or at which amendment to rules regarding unit use, must be mailed or delivered to unit owners and posted conspicuously on condominium property at least fourteen (14) days prior to the meeting. Minutes of all meetings of the board shall be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each director present at a board meeting must be recorded in the minutes.

5.15. Presiding Officer. The presiding officer at Directors' meetings shall be the President. In the absence of the President, the Vice-President shall preside. In the absence of these, the remaining Directors present shall designate one of their Members to preside.



5.16. Order of Business. The order of business of Directors' meetings shall be determined by the Board of Directors. Any item not included on a notice of a Board meeting may be taken up on an emergency basis upon the approval of at least a majority of the Board. Such emergency action shall be noticed and ratified at the next regular meeting of the Board.

#### ARTICLE VI. POWERS AND DUTIES OF BOARD OF DIRECTORS

The Board shall have all powers, authority, discretion and duties necessary for the administration and operation of the Condominiums, the Association, and Association Property, except as may be reserved or granted to the Owners, or a specific committee or committees of the Association by the Declaration, the Articles or these Bylaws and all powers incidental thereto. The Board shall have all emergency powers authorized by Florida law. The powers of the Board shall include, but shall not be limited to, the following:

6.1. General Powers. All powers specifically set forth in the applicable statutes, the Declaration, the Articles of Incorporation, and these Bylaws, and all powers incident thereto or reasonably to be inferred there from.

6.2. Enforcement. The Board shall enforce by all legal means, provisions of the Condominium Act, Declaration, the Articles, the Bylaws, and the Rules and Regulations for the use of the property of the Association. The Board of Directors may levy fines against a Unit for the failure of the Owner of such Unit, or its Occupant, licensee or invitee, to comply with any provision of the Declaration, Bylaws, Articles, or the Rules and Regulations. The amount of the fine for each occurrence may be up to the maximum amount permitted by the Condominium Act as amended. Each day of a continuing violation shall be a separate violation, with a single notice and opportunity to be heard, provided the aggregate fine does not exceed the maximum amount permitted by law. No fine will become a lien against a Unit unless permitted by law. No fine shall be levied unless the violator has been afforded reasonable notice and the opportunity to be heard by a committee of other unit owners as provided by the Condominium Act as amended. The Board shall have the authority to levy fines in amounts not to exceed amounts approved by the committee. The Board shall have the authority to adopt policies and procedures concerning the fining process, including but not limited to notice, fining committee formation, payment of fines, etc.

6.3. Budget and Assessments. To adopt budgets, determine common expenses, and levy and collect Assessments against each Unit Owner, and to use and expend Assessments and other receipts of the Association to fund reserves for extraordinary expenditures as may be deemed appropriate by the Board, and to carry out the powers and duties of the Association pursuant to the Declaration, Bylaws, and Articles of Incorporation.

6.4. Employment. To employ, dismiss, control and contract for personnel and contractors for the administration and operation of the Association and Association Property, including but not limited to managers, maintenance personnel, attorneys, accountants and other professionals, by employment or contract, as the Board may determine.

6.5. Rules and Regulations. To adopt, amend and rescind reasonable rules and regulations relating to the administration of the Association and operation and use of the Association Property, Units, common elements, and limited common elements subject to the Declaration and Bylaws.

6.6. Committees and Boards. To create and disband such committees as the Board may need in the operation and administration of the Condominium. Directors may serve as members of these committees, but it is not mandatory. Reports and recommendations of these committees shall be presented regularly and confirmed to the Board in writing. Committees can be disbanded, and members recalled by a majority vote of the Board. Nothing contained herein shall restrict the authority of the President of the Association to appoint additional advisory committees.

## ARTICLE VII. OFFICERS

7.1. Officers and Election. The officers of the Association shall be a President, First and Second Vice President, a Treasurer, a Secretary and such other officers as may be determined from time to time by the Board, and elected annually by the Board, and which officers may be removed and/or replaced, with or without cause, by a majority vote of all Directors at any meeting. No Director may hold more than one (1) office. The Board shall designate the powers and duties of such other officers as it may create as deemed necessary and appropriate to manage the affairs of the Association.

7.2. President. The President shall be the chief executive officer of the Association and preside over all board meetings unless the President designates another Board Member to do so. He shall have all of the powers and duties which are usually vested in the office of President of an Association. The President shall see that all policies, orders and resolutions of the Board are carried out, and shall sign all notes, leases, mortgages, deeds, and all other written instruments except in cases where signing and execution has been expressly delegated to other officers. The President shall serve as an ex-officio member of all Committees.

7.3. Vice Presidents. The First Vice-President shall act in the place and stead of the President in the event of his/her absence, inability, or refusal to act, and both vice presidents shall exercise and discharge such other duties as may be require of him/her by the Board. The Second Vice President shall serve when the President and the First Vice President are not available. The Vice Presidents shall assist the president and exercise such other powers and perform such other duties as are incident to the office.

7.4. Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members, including records of all votes. He shall attend to the giving and serving of all notice to the Members and Directors for all Association meetings and elections, and other notices required by law and the Condominium documents. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an Association, as may be required by the Directors or the President. The minutes of all meetings of the Members and the Board shall be kept in books available for inspection by Members, or their authorized representatives, and Board members at any reasonable time. All such records shall be retained for not less than seven (7) years, or for the least amount of years permitted by Statute.

7.5. Treasurer. The Treasurer shall be the Chairperson of the Finance Committee, and shall have the custody of all the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices and provide for collection of Assessments and he shall perform all other duties incident to the Office of Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as may be directed by resolution of the Board of Directors; provided, however, that a resolution of the

Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer, or his appointed agent, shall keep proper books of account and shall prepare an annual budget, a statement of receipts and disbursements, and a balance sheet. He shall submit a report to the Board at reasonable intervals. Committee funds shall be separately identified and accounted for in the Association books. In addition, the Treasurer shall:

7.5.1 The Treasurer shall present the annual budget to the BOARD for its approval. Once approved, the Treasurer shall distribute the budget to all unit owners for balloting. This ballot shall include other financial matters such as the question of having an annual or periodic audit and setting up RESERVES for CAPITAL EXPENDITURES. Unless waived by a majority of the voters at the time of balloting on the budget, RESERVES FOR CAPITAL EXPENDITURES such as roof replacement, building painting, pavement replacement and elevator replacement must be established in succeeding years. Also unless waived by majority vote, an annual or periodic audit must be performed and the cost thereof included in future budgets. All ballots shall be returned to the Treasurer, who shall report the results of the voting at the ASSOCIATION's annual meeting. Upon approval of the budget for the next fiscal year, the Treasurer shall ensure that the management company notifies all unit owners of their monthly maintenance fee for the next twelve (12) months.

7.5.2 Verify all bills received, prior to their payment.

7.5.3 Sign all checks along with an authorized representative of the management company.

7.5.4 Verify the management company's monthly statements and report this verification to the BOARD.

7.5.5 Notify the BOARD of any unit owners who are in arrears with their monthly maintenance, and execute the provisions in the Declaration of Condominium concerning the collection of arrears.

7.5.6 Be the custodian of the ASSOCIATION's seal, which shall be used to stamp all official documents.

7.6. Special Appointments. The Board may elect such other officers, such as additional Vice Presidents, Assistant Secretaries or Assistant Treasurers, as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may determine from time to time.

7.7. Indemnification of Directors and Officers. Every Director, officer and committee member of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or on which he may become involved by reason of his being or having been a Director, officer, or committee member of the Association, whether or not he is Director, officer, or committee member at the time such expenses are incurred, except in such cases when the Director, officer, or committee member is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which such Director, officer, or committee member may be entitled.

7.8. Term. Officers shall be elected for one (1) year terms, and shall serve until otherwise removed by a majority vote of the Board of Directors.

7.9. Compensation. Members of the Board of Directors, including the officers of the Association, shall receive no compensation for their services, except that they will be entitled to receive reimbursement for any expenses, properly vouched, actually incurred in the performance of their duties and approved by the Board.

7.10. Delegation. The Board of Directors may delegate any or all of the functions of the Secretary or Treasurer to a management agent or employee, provided that the Secretary or Treasurer shall in such instance generally supervise the performance of the agent or employee in the performance of such functions.

7.11 Committees. The BOARD may appoint from time to time such standing or temporary committees as the BOARD may deem necessary and convenient for efficient and effective operation of the ASSOCIATION. Any such committee shall have the powers and duties assigned to it by the BOARD, and shall perform all duties and report to the Board in accordance with committee procedures set forth by the Board. Such committees may include, but shall not be limited to, finance, buildings, grounds, pool, screening, laundry, social, records and files, election, special events and/or activities, or any other committee determined necessary by the Board. Committees may be created and/or disbanded as deemed necessary by the Board. The committee members serve at the pleasure of the Board, and may be removed or replaced at any time by the Board. The committees have no authority to legally bind the Association, and have the authority to act only to the extent delegated by the Board.

7.12 Building Representatives. The unit owners in each building shall appoint their Building Representative and an Alternate Building Representative, who shall be the liaison between the members and the ASSOCIATION.

7.12.1 The Alternate Building Representative shall serve when the Building Representative is unable to serve. The Building Representatives shall distribute and collect certain notices and official papers of the ASSOCIATION throughout their respective buildings.

7.13 The Board of Directors may employ the services of a manager, professional management company, professional accounting or other services, and/or other employees and agents as they shall determine appropriate to actively manage, operate, and care for the Condominium property, with such powers and duties and at such compensation as the Board may deem appropriate and provide by resolution from time to time. In the event that a manager or management company is hired by the Board, the Board shall have the authority to delegate duties of particular officers to such manager or agent. To the extent that such particular duties are designated by the Board, the officers shall oversee the manager or agent to ensure adequate completion of said duties.

#### ARTICLE VIII. FISCAL MANAGEMENT & RECORDS

The Association shall have the authority to hire a professional property management company to act as the Association's custodian of records in accordance with Florida law, and to perform all management and financial services as delegated by the board. The provisions for fiscal management of the Association set forth in the Declaration and Articles of Incorporation shall be supplemented by the following provisions:

8.1. Accounting. The Association shall keep operating and reserve budgets as required by Florida law. Receipts and expenditures of the Association shall be credited and charged to accounts under the following general classifications, as shall be appropriate, all of which expenditures shall be Common Expenses:

(a) Current Expenses: Current expenses shall include all receipts and expenditures to be made within the year for which the funds are budgeted and may include a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves. The excess balance, if any, shall be returned to the unit owners, applied to reduce the Regular Assessment for current expenses for the succeeding year or applied to fund reserves, as determined by the Board.

(b) Reserves for Deferred Maintenance and Capital Expenditures: The Board shall establish reserves for deferred maintenance and Capital Expenditures as required by Florida law. Reserves for deferred maintenance shall include funds for maintenance items which occur less frequently than annually, including but not limited to roof replacement, building painting, pavement resurfacing, and any other planned or foreseeable expense with a current estimated cost of \$10,000.00 or more, or as otherwise required by the Condominium Act. The owners may vote to waive or reduce the funding of such reserves as permitted by Florida Law.

(c) Additional Accounts: The Board may establish additional accounts for specifically authorized improvements or other categories consistent with accepted accounting practices.

8.2. Budget. The Board shall adopt a budget for each calendar year as required by Florida law, to be presented for owner approval in accordance with the bylaws, which shall include the estimated funds required to defray the current expenses and may provide funds for reserves and funds for specifically proposed betterments and approved improvements. The proposed budget shall be distributed to the Unit Owners at least fourteen (14) days prior to the meeting at which the budget is to be considered.

8.3. Procedures. The Board shall approve and adopt all budgets in accordance with the Declaration, Articles of Incorporation, these Bylaws, and applicable law.

8.4. Assessments. Assessments against an Owner for his share of the items of the budget shall be payable in monthly installments, due and payable as established by the board. After adoption of the budget, the Board shall determine the amount of the assessments to be levied against each Unit in each Condominium based upon the provisions of the Declaration.

8.5. Special Assessments. In the event the annual Assessment proves to be insufficient, the budget may be amended at any time by the Board and/or a Special Assessment levied. The Special Assessment shall be due as determined by the Board. The Board may, in its sole discretion, permit an assessment to be paid in equal installments. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in the notice of the special assessment. In the event that the funds are used for the specific purpose or purposes and excess funds remain, the excess funds will be retained by the ASSOCIATION as part of the common surplus and may at the discretion of the BOARD either be returned to the unit owners or applied as a credit toward future assessments. However, if the funds are not used at all for the specific purpose or purposes stated in the notice, then those

funds not so used shall be returned to the owners.

8.6. Liens. The failure of an owner to pay any assessments, fines or any other charges may result in a lien being filed against their property to pay this assessment, fine or charges. In the event a lien is filed on the property, the Association reserves the right to foreclose any lien filed. The Association shall be entitled to all attorneys' fees and costs incurred in the preparing, filing, and/or foreclosure of any lien.

8.7. Expenditures. All funds of the Association shall be expended only upon authorization of the Board. Approval of the budget shall be deemed authority to expend funds for the items and contingency funds within the budget. Funds derived from Special Assessments and funds in reserves shall be expended solely for the purpose for which such Assessment was made or reserve established unless otherwise approved by the membership in accordance with the Condominium Act. Contingency funds may be expended for any legitimate purpose by action of the Board. It shall not be necessary for the Board to obtain membership approval for necessary expenses associated with the maintenance, repair, and/or replacement of common elements.

8.8. Depository. The depository of the Association shall be such bank or banks or other federally insured depository as shall be designated from time to time by the Directors, and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by appropriate resolution of the Board. Funds of the Association may be commingled or kept in separate accounts only as permitted by Florida law.

8.9. Loans. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board. The Board may authorize the pledge and assignment of any regular or Special Assessment and the lien rights of the Association as security for the repayment of such loans.

8.10. Fidelity Bonds. Fidelity Bonds shall be required by the Board of Directors from all persons handling or responsible for the Associations funds. The amounts of such bonds shall be the maximum amount of funds that may be in control of any one individual, unless a lower amount is authorized by the Condominium Act and approved by the Board. The premiums on such bonds shall be paid by the Association as a common expense.

8.11. Payment of Assessments; Acceleration of Assessments: Regular annual assessments based on an adopted budget shall be payable in USA funds in monthly installments, in advance, due as set forth herein. Written notice of each budget year's monthly installments shall be sent to the Members at least fifteen (15) days prior to the commencement of the new fiscal year, but failure to send (or receive) the notice does not excuse the obligation to pay. If an annual budget has not been adopted at the time the first monthly installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last monthly payment, and payments shall be continued at such rate until a budget is adopted and new monthly installments are calculated, at which time an appropriate adjustment shall be added to or subtracted from each unit's next installment. Upon default in payment, the Board may elect to accelerate remaining installments of any type of Assessment, and such Assessments shall stand accelerated ten (10) days after delivery or receipt of such notice of election to or by the delinquent Unit Owner, or twenty (20) days after mailing of such notice of election by certified or registered mail, whichever first occurs.

8.12 Records. The corporation shall keep correct and complete books and records of account and shall also keep Minutes of the proceedings of its Members, board of Directors, and committees having any of the authority of the Board of Directors, and shall a record giving the names and addresses of the Members entitled to vote. All books and records of the corporation may be inspected by any Member, or his agent or attorney, for any proper purpose at any reasonable time. The Association may promulgate reasonable rules in regard to the manner and frequency of record inspection requests.

8.13. Late Fees and Interest. The Board shall have the authority to charge late fees and interest to the highest amounts permitted by law in regard to any assessment or charge that is delinquent, as well as all costs and attorney's fees associated with the collection of such charges. Payments received shall be applied first to any interest accrued, then to any late fee, then to any costs and reasonable attorney's fees, and then to the delinquent assessment, notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying the payment.

8.14. Financial Reports. In accordance with the Condominium Act, not later than ninety (90) days after the close of each fiscal year, the Board shall prepare and complete a financial report for the preceding fiscal year. The Association shall provide copies of all financial reports required by law to each member or, at a minimum, provide written notice that a copy of the financial reports are available upon written request by the Owner.

8.15 Audit: The Association shall prepare all financial summaries, statements, reports and/or audits required by the Condominium Act, and provide copies of such reports to the members on an annual basis in accordance with the Condominium Act.

#### ARTICLE IX. PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Condominium or Corporate Acts, case law, the Declaration, the Articles, these Bylaws, or rules and regulations adopted from time to time by the Board of Directors to regulate the participation of unit owners at Board, membership and committee meetings, and to otherwise provide for orderly corporate operations.

#### ARTICLE X. AMENDMENTS

Amendments to these By-Laws may be proposed by a majority of the BOARD or by written petition signed by at least ten (10) percent of the ASSOCIATION members. Such proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting. A majority affirmative vote of unit owners present in person or proxy at the meeting at which the proposed amendment is considered is necessary to approve a proposed amendment.

#### ARTICLE XI. MISCELLANEOUS

The provisions of these Bylaws shall be construed together with the Declaration and the Articles. In the event of a conflict between the provisions hereof and the provisions of the Declaration, the provisions of the Declaration shall control. The provisions of the Declaration shall take precedence over the Articles which shall prevail over these Bylaws, which shall prevail over rules and regulations. The provisions hereof shall be liberally construed to grant to the Association sufficient practical authority to operate the Condominium. Whenever the

context so requires, the use of any gender herein shall be deemed to include all genders, and the use of the plural shall include the singular and the singular shall include the plural.

**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 Bylaws of The Third Bayshore Condominium Association, Inc., were duly proposed and approved by the membership at a meeting held on the 27 day of March, 2008, and were approved in accordance with the Association's governing documents and Florida law.

IN WITNESS WHEREOF, the Board of Directors of The Third Bayshore Condominium Association, Inc., has caused these Bylaws to be signed in its name this 7 day of April, 2008.

Signed, sealed and delivered

**THE THIRD BAYSHORE CONDOMINIUM ASSOCIATION, INC.**

Witnesses to President's signature

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

Elwood Jay Berkompas  
Print Name: ELWOOD J. BERKOMPAS - MICH OL# B625-225-377-668

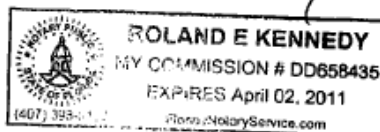
Alice Meaney Wells  
Print Name: ALICE MEANEY WELLS

Attest: Jane A. Steward  
Print Name: Jane A. Steward  
As Its Secretary DUTC-C-M 5001-170737-01

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 7 day of APRIL, 2008, by Sandra Elliott and Jane Steward as President and Secretary, respectively, 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 FOL #'S (type of identification). 5363-44-24-514-0 JANE E430-784-36-667-0 SANDRA

Roland E Kennedy  
Notary Public, State of Florida





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

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

WHEREAS, the Amended and Restated Bylaws for Third Bayshore Condominium Association, Inc. ("the Bylaws") were recorded in Official Record Book 2254, Pages 1413 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 Bylaws, and

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

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

4.9.2. All members may attend these meetings for observation/information. Courtesy and consideration shall be shown by all attending such meetings. A member may tape-record or video-tape all meetings as long as the process is not distracting in accordance with the Condominium Act. The BOARD may establish reasonable rules and regulations regarding the recordings of meetings. All cell phones must be silenced.

5.4. Qualifications. Every director, officer, or committee member must be a Member of the Association ~~or a spouse of a Member of the Association.~~

5.6.1. Any Director missing more than two (2) consecutive regular Board Meetings may be subject to dismissal by a majority of the Board.

7.12. Building Representatives. The unit owners in each building may appoint their Building Representative and an Alternate Building Representative, who shall be the liaison between the members and the ASSOCIATION. If the unit owners do not appoint a Building Representative, the Board shall appoint someone.

**CERTIFICATE OF AMENDMENT**

The undersigned officer of the Third Bayshore Condominium Association, Inc., a Florida not-for-profit corporation, hereby certifies that the foregoing amendments to the Amended and Restated Bylaws of the Third Bayshore Condominium Association, Inc. were 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.

R. B. "CHIPS" SHORE Clerk of Circuit Court Manatee County FL. (2 of 2)

**CERTIFICATE OF AMENDMENT**

The undersigned officer of the Third Bayshore Condominium Association, Inc., a Florida not-for-profit corporation, hereby certifies that the foregoing amendments 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 April, 2015.

WITNESSES to President's signature:

THIRD BAYSHORE CONDOMINIUM ASSOCIATION, INC.

Sign: Nora E. Corrigan  
Print Name: NORA E. CORRIGAN

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

Sign: Dennis Dean  
Print Name: DENNIS DEAN

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





# **The Third Bayshore Condominium Association Inc.**

## **Amended and Restated Declaration**

**March 2009**

With amendments

2015 to sec.6.1d/g, 8.3, 8.5, 9.1/j/k/m.2/p/p.1/q.1/2  
and 2017 to sec 8.3

**Includes a copy of our Certificate of Incorporation**

**This document must be given to any new owner of this unit**

**Building** \_\_\_\_\_

**Unit** \_\_\_\_\_

This instrument prepared by:  
Richard A. Weller, Esquire  
Florida Bar No. 403466  
Najmy Thompson, P.L.  
1401 8<sup>th</sup> Avenue West  
Bradenton, Florida 34205

**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.

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 Thompson

Attest: Kathleen Axel Dobrowsky  
Print Name: Kathleen Axel Dobrowsky  
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 Dobrowsky 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

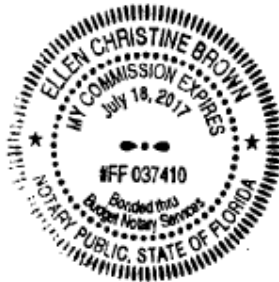
Sign: Pennis Doan  
Print Name: PENNIS DOAN

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" Colonnese 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



BUILDING \_\_\_\_\_ APARTMENT \_\_\_\_\_

APARTMENT OWNER or RENTER

Name \_\_\_\_\_

**OUT-OF-TOWN OWNER'S ADDRESS:**

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ Phone \_\_\_\_\_

**PERSON HAVING KEY IN CASE OF EMERGENCY:**

Name \_\_\_\_\_

Address \_\_\_\_\_ Apt. No. \_\_\_\_\_

\_\_\_\_\_ Phone \_\_\_\_\_

**IN CASE OF SICKNESS, NOTIFY:**

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ Phone \_\_\_\_\_

**NAME OF LOCAL DOCTOR:** \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

**IN CASE OF FIRE:** Insurance Co. \_\_\_\_\_

Your Agent: \_\_\_\_\_ Phone \_\_\_\_\_

**IN CASE OF FIRE - OWNER OUT OF TOWN:**

List name of person(s) to temporarily take charge in emergency:

Name \_\_\_\_\_

Address \_\_\_\_\_

**EMERGENCY - DIAL 911**  
**FIRE - MEDICAL - AMBULANCE**  
**SHERIFF - DIAL 747-3011**

BUILDING \_\_\_\_\_ APARTMENT \_\_\_\_\_

APARTMENT OWNER or RENTER

Name \_\_\_\_\_

**OUT-OF-TOWN OWNER'S ADDRESS:**

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ Phone \_\_\_\_\_

**PERSON HAVING KEY IN CASE OF EMERGENCY:**

Name \_\_\_\_\_

Address \_\_\_\_\_ Apt. No. \_\_\_\_\_

\_\_\_\_\_ Phone \_\_\_\_\_

**IN CASE OF SICKNESS, NOTIFY:**

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_ Phone \_\_\_\_\_

**NAME OF LOCAL DOCTOR:** \_\_\_\_\_

Address \_\_\_\_\_ Phone \_\_\_\_\_

**IN CASE OF FIRE:** Insurance Co. \_\_\_\_\_

Your Agent: \_\_\_\_\_ Phone \_\_\_\_\_

**IN CASE OF FIRE - OWNER OUT OF TOWN:**

List name of person(s) to temporarily take charge in emergency:

Name \_\_\_\_\_

Address \_\_\_\_\_

**EMERGENCY - DIAL 911**  
**FIRE - MEDICAL - AMBULANCE**  
**SHERIFF - DIAL 747-3011**

THIRD BAYSHORE CONDOMINIUM ASSOCIATION, INC.

Telephone / Address Directory Information Sheet

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If you are a new owner, please list your name(s) as you want it to appear in the next directory.

If there is a change in your name, winter address, or telephone number(s), please make the necessary correction.

**PLEASE PRINT**

**Name (s)** \_\_\_\_\_

**Building and apartment number** \_\_\_\_\_

**Address** \_\_\_\_\_

Bradenton. FL 34207

**Florida Telephone No.** \_\_\_\_\_

**Cell Phone No. (Option !)** \_\_\_\_\_

**Is the Bradenton address your permanent address?** \_\_\_\_\_

If **NO** Please list your permanent (summer) address and telephone number:

**Address** \_\_\_\_\_

\_\_\_\_\_ **.Zip** \_\_\_\_\_

**Telephone No.** \_\_\_\_\_

**Email address:** \_\_\_\_\_

Return to your **Building Rep** or \_\_\_\_\_

**Kathi Dobrowsky (K-2)** or mymail slot in the Club House

*Please sign and RETURN to the screening person in charge*

**THE THIRD BAYSHORE CONDOMINIUM ASSOCIATION, INC.**

2044-A Canal Drive, Bradenton, FL 34207

screening doc 318 rev 1

*Screening sign – off*

1. **No pets**, except birds or fish.
2. Each apartment shall be used as a one-family residence with no business trade or time-sharing permitted. In no event may it be purchased by or leased to persons under 55 years of age. During the absence of an owner, friends or relatives are allowed to occupy the unit for a period of no more than one month; only two such occupancies are permitted during a calendar year. A short-term occupancy form must be filled out and given to the Building Representative before the guests move in. Overnight guests must display a Visitor Pass on the dashboard of their vehicle. Visitor Passes are available from Building Reps.
3. Additional Leasing Restriction: **Buyers of a unit shall be required to establish ownership of it for two years before they may lease there unit.** Per section 8.8 of the declarations.
4. The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements as necessary to prevent damage to the common elements or to a unit or units; therefore, every unit owner is required to give a key(s) for their front door(s) to the Association. The key(s) will be placed in the Master Key Vault in the Clubhouse. If no key is available, the Association may enter the premises by whatever means necessary to control the emergency and repair whatever damage has occurred. Reference Article V, 5.2 of Third Bayshore Condominium Amended & Restated Declaration dated March 2009. Cost of this expense will be the owner's responsibility.
5. Only the vehicle of the unit owner, lessees and guests are to be parked in owner or guest spaces. Unlicensed motor vehicles of any type and inoperative vehicles are not permitted on condominium property. Exceptions to these rules may be made by a majority of the Board. Service vehicles, while providing service to owners or management, may park in guest spaces.
6. No vehicle shall be used as sleeping quarters when parked on Condominium property.
7. Vehicles left on Association premises in an owner's absence must be parked in the off-street parking areas and a key left with the Building Representative in case it needs to be moved. If no key is available the vehicle will be towed at the owner's expense.
8. No furniture or equipment shall be taken from the Association premises for personal use.
9. No clothes lines, TV antennas, aerials, etc. are to be fastened to building exteriors or trees. Every five (5) years the wax seal on each commode should be replaced to prevent leakage on the neighbor's ceiling below.
10. The Board of Directors of Third Bayshore Condominium Association wishes to advise you that it has been recommended to us that all water heaters older

Page | 1

Owner Signature: \_\_\_\_\_ date \_\_\_\_\_

Owner Signature: \_\_\_\_\_ date \_\_\_\_\_

UNIT # \_\_\_\_\_ Screeners Signature; \_\_\_\_\_ date \_\_\_\_\_



***Please sign and RETURN to the screening person in charge***

**THE THIRD BAYSHORE CONDOMINIUM ASSOCIATION, INC.**

**2044-A Canal Drive, Bradenton, FL 34207**

screening doc 318 rev 1

- than10 years should be replaced in an attempt to minimize costly repairs as a result of leakage.
11. It is also recommended by the Board that every owner should have adequate insurance coverage in the event of any mishap in this regard. Please be considerate of your neighbors.
  12. No electrical machines or appliances which interfere with TV or radio reception shall be used.
  13. All occupants, in consideration of their neighbors, are required to keep their TV's, stereos and musical instruments at a moderate volume level within the confines of their apartment, and not play them at unreasonable hours.
  14. No furniture of any kind or any object obstructing passage is permitted on the walkways of the 2<sup>nd</sup> and 3<sup>rd</sup> floors, except for the end units as per fire department regulations. Chairs must be put away when not in use.
  15. Beating of rugs or hanging, drying, and airing of clothes, drapes, bed linens, towels, etc. from windows or porches is prohibited.
  16. Shaking of cloths or dust mops and throwing paper, smoke butts or water over the sides of porches or windows is prohibited.
  17. Garbage shall be bagged/wrapped carefully in approved garbage bags (no retail or paper bags) before being put in the provided receptacles. The receptacle covers shall then be replaced. Failure to comply will be subject to daily fines. Other items, large cardboard boxes, etc. must be broken down and placed next to the recycle bins on garbage pick-up day, so Waste Pro will pick up everything.
  18. Recycle items such as bottles, tin cans, plastic containers and newspaper / magazines and small cardboard should be put in the recycle containers located in front of each Building.
  19. No FOR SALE signs may be placed outside of any Association building or common elements. One (1) standard "For Sale" sign (not to exceed 24" x 24") may be placed in a unit's window. No "For Lease" or "For Rent" signs may be placed on any wall or window of any unit. Reference: Article IX, 9.1, a., of Third Bayshore Condominium Amended & Restated Declaration dated March 2009.
  20. Equipment borrowed from the maintenance shop must be signed for by a member and returned prior to noon on the day borrowed, unless the borrower is granted permission to keep it for a longer period.
  21. Rules posted in the Clubhouse, Laundry Room and at the Pool must be adhered to by all.
  22. Complaints, suggestions or requests for cleaning/repairs are not to be made to the maintenance person. Maintenance Requests Forms (found in the Clubhouse) should be filled out, signed and placed in the suggestion box located in the Clubhouse. Additional regulations pertaining to management, voting rights, assessments, legal action against violators, etc. are specified in the By-Laws and Declaration of Condominium.
  23. Grills are not permitted.

Page | 2

Owner Signature: \_\_\_\_\_ date \_\_\_\_\_

Owner Signature: \_\_\_\_\_ date \_\_\_\_\_

UNIT # \_\_\_\_\_ Screeners Signature; \_\_\_\_\_ date \_\_\_\_\_

*Please sign and RETURN to the screening person in charge*

**THE THIRD BAYSHORE CONDOMINIUM ASSOCIATION, INC.**

**2044-A Canal Drive, Bradenton, FL 34207**

screening doc 318 rev 1

24. Remember to install and service smoke detectors in every bedroom per Florida regulations.

25. To report emergencies or for repairs to the common elements, please call our

**Association Manager, Ellen Brown Martinez, Vice President,**

**C&S Condominium Management Services 941-758-9454, x113**

**VIOLATIONS TO OUR DECLARATION OF CONDOMINIUM OR BY-LAWS  
WILL BE ENFORCED AND FINES LEVIED.**

## **Pool rules**

### FLORIDA STATE BOARD OF HEALTH RULES

- Shower - using pool shower before entering pool
- Persons having cuts or abrasions excluded from pool
- Spitting or spouting water strictly prohibited

### POOL RULES OF THE THIRD BAYSHORE CONDOMINIUM ASSOCIATION

- The Association will not be responsible for accidents, injuries or damage to personal property.
- Use of pool is restricted to Unit III residents and their guests; members are responsible for guests. 16 person capacity limit in pool.
- Children 3 to 13 years of age must be accompanied by an adult.
- Children under 3 years not permitted in pool.
- No excessive noise, horseplay, running, jumping or diving into pool.
- All members use pool at their own risk.
- Use of sun tanning oil is strictly forbidden in pool area. Lotion is permitted.
- Hair 6 inches or longer must be tied back.
- Damage to Association property will be charged to unit owner.
- Only simple life preservers are permitted.
- No food or drinks (except water in plastic bottles) are permitted in pool area.
- Soap and shampoo are not permitted in the Pool / Shower area.
- Hours - Dawn till Dusk.
- Replace safety rope when not swimming laps.
- Stay off safety rope.
- Keep gate closed and locked at all times.
- No exercising on the pool ladder.
- No Pets.

This document is a synopsis of the rules and regulations of The Third Bayshore Condominium Association Inc. Please refer to the association Bylaws and Declaration are provided as well and Florida section 718 for more clarity. The board from time to time will vote on new rules as they are needed which may or may not be in this document and need to be adhered to. Also there may be existing rules or regulations that are not in this document, in which does not make that rule null and void..

Page | 3

Owner Signature: \_\_\_\_\_ date \_\_\_\_\_

Owner Signature: \_\_\_\_\_ date \_\_\_\_\_

UNIT # \_\_\_\_\_ Screeners Signature; \_\_\_\_\_ date \_\_\_\_\_