

## DECLARATION OF CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS:

THAT JESSAMINE BANYAN TREE PROPERTY CORPORATION, hereinafter called Declarer, does hereby submit the lands described herein, and improvements on such lands to condominium ownership and does hereby declare the same to be a condominium to be known and identified as BAYSHORE BATH & TENNIS CLUB, A Condominium.

1. ESTABLISHMENT OF CONDOMINIUM: The land owned in fee-simple by the Declarers, which is hereby submitted to condominium form of ownership is more particularly described on Schedule A attached and there is being or has been constructed thereon the BAYSHORE BATH & TENNIS CLUB, a Condominium, consisting of two buildings containing 107 dwelling units and 106 dwelling units each respectively, and other appurtenant improvements. The described land and improvements thereon are declared to be a condominium to be known and identified as BAYSHORE BATH & TENNIS CLUB, a Condominium. (amended Section 1. ESTABLISHMENT OF CONDOMINIUM to delete the following)

~~DECLARER is also the owner of the fee simple title to adjacent property situated in the city of Daytona Beach, County of Volusia and State of Florida, which property is more particularly described on Schedule B hereto, on which property DECLARER contemplates erecting two buildings each containing approximately 100 dwelling units and other appurtenant improvements. In the event such construction is completed, DECLARER further contemplates submitting the additional land and improvements thereon to condominium ownership. (amended/deleted annual meeting 11-05-87)~~

2. DEFINITIONS: BAYSHORE BATH & TENNIS CLUB, a Condominium, consists of private dwellings, common elements, limited common areas and common community facilities and the following terms shall have the meanings defined as follows:

(a) "PRIVATE DWELLING": As the term is used herein, private dwelling shall constitute a separate parcel of real property which may be owned in fee-simple and which may be conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all parts of the property, subject only to the provisions of this Declaration, including the space within it as shown on the surveys with all appurtenances thereto. The units shall include the walls and partition contained within the private dwelling and the inner-decorated and/or finished

surfaces of the perimeter walls, floors and ceilings, plaster, paint, wallpaper or the like, carpeting, floor covering, and built-in fixtures. There shall be 213 separate and numbered private dwelling units. Private dwelling units shall not be deemed to include all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and above the undecorated or unfinished inner surfaces of the ceilings of each unit, and further excluding all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions, and further excluding all pipes, ducts, wires, conduits or other facilities running through any interior wall or partition for the furnishing of the utility services to units and common elements. Each unit shall be bounded as to horizontal and vertical boundaries as shown on the surveys and drawings subject to such encroachments as contained in the buildings whether the same exists now or are created by settlement or movement of the buildings or permissible repairs, construction or alterations.

(b) "COMMON ELEMENTS": As the term is used herein, common elements shall mean and comprise all of the real property, improvements and facilities of BAYSHORE BATH & TENNIS CLUB, a Condominium, other than the private dwellings as same are hereinabove defined, and shall include the exterior building walls, the easements through private dwellings for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility service to private dwellings and common elements and easements of support in every portion of a private dwelling which contributes to the support of the improvements, and all personal property held or maintained for the joint use and enjoyment of all of the owners of all such private dwellings. Pursuant to the Florida Statutes Section 718.110(6), the Common Elements are hereby enlarged by adding fee simple interest in add to the following described property: Unit 106, Building 1, BAYSHORE BATH AND TENNIS CLUB, a condominium, in accordance with the Declaration of Condominium recorded in Official Records Book 1795, Page 1007, Public records of Volusia County, Florida. (amended 12/2/2008)

(c) "LIMITED COMMON AREAS: As the term is used herein, limited common areas shall mean and comprise the balcony directly accessible only through an individual unit and also individual garage spaces for the exclusive use of private dwelling owners. These limited common areas are reserved for the use of the unit appurtenance thereto, to the exclusion of all other units, and there shall pass with a unit, as an appurtenance thereto, to the exclusion of all other units, and there shall pass with a unit, as an appurtenance thereto, the exclusive right to use the limited common area so appurtenant. Declarer reserves the right to designate the individual garage spaces for maintenance, repair or replacement related to such limited common areas shall be treated as and paid for as part of the common expenses of the management association, except, however, the expense of maintenance, repair or replacement made necessary by the act of any private dwelling owner shall be born by said private dwelling owner.

(d) "COMMUNITY FACILITIES": The swimming pool, community center, recreational buildings and other recreational facilities are made available by BAYSHORE CLUB MANAGEMENT, INC. or its agents, for the common use of the private dwelling owners, their tenants and guests expressly

(e) "COMMON EXPENSES": The expenses for which the Private Dwelling Owners are liable to the Association, same to include the actual and estimated costs of maintenance, management, operation, repair and replacement, or protection of the Common Elements and Association Property, and those parts of the Private Dwellings, as to which, pursuant to other provisions hereof, it is the responsibility of the Association to in, repair and replace; the actual and estimated costs of rental, ~~membership fees~~, operations, replacements and other undertakings in connection with the use and enjoyment of Community Facilities or any other recreational facilities arising as a result of and pursuant to agreements entered into by the Association ~~including the agreement as set forth in Exhibit F~~; management and administration of the Association, including, without limiting the same, to compensation paid by the Association to a managing agent, accountants, attorneys and other employees, and any other items held by or in accordance with other provisions of this Declaration of Condominium Documents to be Common Expenses. Assessments for Common Expenses are determined by the units' percentage of common expense and surplus as designated on Exhibit A-1, said exhibit being expressly incorporated herein. (amended/deleted 11-05-87)

**(amended/added 11-7-91)**

(f) "ASSESSMENT": A share of the funds required for the payment of expenses which from time to time is assessed against a Private Dwelling Owner for the cost of maintaining, repairing and managing the Property.

(g) "COMMON SURPLUS": The excess of all receipts of the Association including but not limited to assessments, rents profits and revenue on account of the Common Elements, over the amount of the Common Expenses.

(h) "ASSOCIATION": The BAYSHORE CLUB MANAGEMENT ASSOCIATION, INC., being the entity responsible for the operation of the condominium and its successors; a Florida corporation not for profit, copies of the Articles of Incorporation and By-Laws of which association are annexed hereto and made parts hereof as Exhibits B and C, respectively.

(i) "CONDOMINIUM": The form of ownership of the property and all improvements thereon and appurtenances thereto pursuant to the terms and conditions of the Declaration, and Condominium Documents shall consist of this Declaration and Exhibits annexed hereto as the same may be amended from time to time. Specifically, there is attached hereto and by reference incorporated herein and made a part hereof the following Exhibits:

Schedule A – description of property subject to this Declaration of Condominium

Exhibit A-1 – schedule of percentages of undivided interest in Common Elements attributable to the respective Private Dwellings  
(amended 2-11-1993 to read “BAYSHORE BATH & TENNIS CLUB PHASES I & II PERCENTAGE OF COMMON OWNERSHIP”)

Exhibit A-2 – Location of Condominium Units

Exhibit A-3 – Configuration and Location of Limited Common Element Parking Spaces (amended/added 11-05-1987)

Exhibit B – Articles of Incorporation of Bayshore Club Management Association, Inc. (a corporation not for profit)

Exhibit C – Bylaws of Bayshore Club Management Association, Inc.

Exhibit H – Surveys

Exhibit I – Description of Community Facilities  
(amended 11-5-87)

~~Exhibit M – Agreement for Community Facilities~~

~~Exhibit N – Rules and Regulations~~

Exhibits P-1, P-2 and P-3 “Rules and Regulations”  
(amended/added 11-5-87)

(j) “SURVEYS”: The surveys attached hereto and made hereof as Exhibits H-1 through H-22 are surveys of the property and typical surveys of private dwellings within the original two buildings containing each respectively 107 and 106 units; and ~~Exhibit H-5 shows the additional two buildings containing approximately 100 private dwellings each which may hereafter be included within the condominium pursuant to Paragraph 1 hereof.~~ Exhibit H-22 is the Surveyor’s Certificate for existing facilities. (amended 11-05-87)

Each Private Dwelling Unit is identified by specific number on Exhibit H-8, H-9 and H-10, and Exhibits A-2.1, A-2.2 and A-2.3, and no Private Dwelling Unit bears the same designation as any other Private/Dwelling Unit. Similarly, each parking space constituting a Limited Common Area is identified a specific number on Exhibit H-6 and H-7 and no parking space constituting a part of the Limited Common Area bears the same designation as any other parking space. (See Exhibit A-3)

(k) “INSTITUTIONAL MORTGAGEE”: A bank, savings and loan association, real estate investment trust, or other similarly situation lending establishment.

(l) “CONSTRUCTION LENDER”: American Century Mortgage Investors.

3. OWNERSHIP OF DWELLING UNITS AND APPURTENANT INTEREST IN COMMON ELEMENTS: Each Private Dwelling shall be conveyed and treated as

individual property capable of independent use in fee-simple ownership, and the owner or owners of each Private Dwelling shall own as an appurtenance undivided interest in the Common Elements, an undivided interest appurtenant to said Private Dwelling being that which is hereinafter specifically assigned thereto. The percentage of undivided interest in the Common Elements may be changed by unanimous consent of all of the owners of all of the Private Dwellings; ~~and by Declaror pursuant to and in accordance with the provisions of paragraph 18B.~~ (amended 11-05-87)

In addition, each Private Dwelling shall include easements for the benefit of the Private Dwelling and all appurtenances thereto and an exclusive easement for the use of the space not owned by the Private Dwelling owner and is occupied by the Private Dwelling, which easement shall exist until the earlier of such time as this Declaration is terminated in accordance with the provisions herein elsewhere contained, or the buildings are no longer tenable, whichever first occurs. The following easements from each Private Dwelling Owner to each other Private Dwelling Owner and to the Association includes:

(a) Ingress and Egress: Easements through the Common Elements for ingress and egress for all persons making use of such Common Elements in accordance with the terms of the Condominium Documents. All owners of units shall have as an appurtenance to their unit a perpetual easement for ingress and egress from their units over stairs, terraces, walks, halls, elevators and other Common Elements from and to the public highways and to the use and enjoyment of all public portions of the and to Community Facilities and other common facilities located in the Common Elements. All units, Common Elements, and Limited Common Areas shall be subject to a perpetual easement in gross to Bayshore Club Management Association, Inc., and its successors, for ingress and egress for the purpose of having its employees and agents perform all obligations and duties of the Association set forth herein. Likewise, the easement for egress and ingress is subject to the Easement Agreement between Jessamine Banyan Tree Property Corporation and Bayshore Club Management Association, Inc. (amended 11-06-86)

(b) Maintenance, Repair and Replacement: Easements through the Private Dwellings and Common Elements for maintenance, repair and replacement of the Private Dwellings and Common Elements. Use of these easements, however, for access to the Private Dwellings shall be limited to reasonable hours, except that access may be had at any time in case of emergency.

(c) Structural Support: Every portion of a Private Dwelling which contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of the Common Elements.

(d) Utilities: Easements through the Private Dwellings and Common Elements for all facilities for the furnishing of utility services within the buildings, which facilities shall include but not be limited to conduits, ducts, plumbing and wiring; provided, however, that the easements for such facilities through a Private Dwelling shall

be only substantially in accordance with the plans and specifications of the buildings, or as the buildings were first constructed.

(e) Emergency easements of ingress and egress: Easements over all patios or balconies whenever reasonably required for emergency ingress and egress. No Private Dwelling owner shall install or allow to be installed any lock, security device or other thing which will or might impair such easements.

4. AMENDMENT OF PLANS:

(a) Alteration of apartment plans: Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between the units, as long as Developer owns the units so altered. Except as provided in subparagraph 4 (c), no such change shall increase the number of apartments nor alter the boundaries of the common elements without amendment of this Declaration by approval of the Association, apartment owners and owners of mortgages in the manner elsewhere provided. If Developer shall make any changes in units so authorized, such changes shall be reflected by an amendment of this Declaration. If more than one unit is concerned, the Developer shall apportion between the units the shares in the common elements appurtenant to the units concerned.

(b) Amendment of Declaration: An amendment of this Declaration reflecting such authorized alteration of apartment plans by Developer need be signed and acknowledged only by the Developer and need not be approved by the Association, apartment owners or lienors or mortgagees of apartments or of the condominium, whether or not elsewhere required for an amendment.

~~(c) — Declarer is intending to utilize the “B” level of the #1 Building, excepting the core containing Common Elements, for a dining room, lounge and gourmet shop, if permits therefore are granted. Such dining room and lounge facility will be excluded from the Declaration of Condominium by appropriate indications on Exhibit H-7. Should the contemplated dining room and lounge be incorporated in the building, the same shall be available on a non-exclusive basis, to all Private Dwelling Owners. Such dining room and lounge will be operated by developers — the developers may contract for the operation thereof or lease such facilities. In the event the dining room and lounge is not available to the developers, then the interior — gn and arrangement of the “B” level shall be altered to contain seven (7) Private Dwelling units occupying approximately 6,522 sq. ft. of the first floor, and this Declaration shall be amended accordingly. (amended/deleted 11-05-87)~~

5. USE RESTRICTIONS: In order to provide for a congenial occupation of the Private Dwellings and to provide for the protection of the values of the Private Dwellings, the use of the Property shall be restricted to and be in accordance with the following provisions:

(a) No Private Dwelling may be divided or subdivided into smaller dwelling unit or smaller units. Appurtenances to the Dwellings shall not be conveyed, devised, encumbered or otherwise dealt with by from said Private Dwelling, and such appurtenances shall be deemed to be conveyed, devised, encumbered or otherwise included with the Private Dwelling even though such interest is not expressly mentioned or described in the instrument conveying, devising, encumbering or otherwise dealing with the Private Dwelling. Any document contrary to the provisions hereof shall be null, void and of no effect.

(b) The Private Dwelling shall be used for a single family residence only. The term "single-family" shall apply to the following groups of persons living together in a Private Dwelling Unit: provided all such persons are living together on a non-transient basis as a single-family, non-profit housekeeping group. (amended/recorded 11-8-83)

(1) A natural family of one (1) or more persons who are all related to each other by law, blood, marriage or adoption; provided occupancy of unit does not exceed two (2) persons per bedroom (amended/recorded 11-08-83)

(2) A group of not more than two (2) persons who are not related by law, blood, marriage or adoption. (amended/recorded 11-08-83)

(3) This definition is prospective in nature and will not affect present owners. (amended/recorded 11-8-83)

(c) No Private Dwelling shall be occupied by any person not approved in advance as hereinafter set forth by the Board of Directors of the Association except if title is acquired as provided in Subsection 21A and/or 21C of this Declaration. ~~In addition, no Private Dwelling shall be occupied by a person who is not in good standing in the corporation to which the community Facilities may be transferred pursuant to the Agreement for Community Facilities.~~ (amended 11-05-87)

(d) Subject to the rules and regulations from time to time pertaining thereto, all Private Dwelling Owners may use the Common Elements in such manner as will not restrict, interfere with or impede the use thereof by other Private Dwelling Owners.

(e) The Common Elements shall be used for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of the Private Dwellings.

(f) No person shall use the Common Elements or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time may be promulgated by the Association. Without in any manner intending to limit the generality of the foregoing, the Association shall have the right but not the obligation, to promulgate rules and regulations limiting the use of the

Common Elements to members of the Association and their respective families, guests, invitees and servants. Such use may be conditioned upon, among other things, the payment by the Private Dwelling Owner of such assessment as may be established by the Association for the purpose of defraying costs thereof. (per policy resolution #3 [PR-3] adopted by the board 1-24-80 and amended 3-19-81 regarding "Rules for Use of the Party Room" in "Rules and Regulations" – [PR 3 – 12 & 13] reads:

#12 – PR-3 Furniture will not be moved from one social room to an \_\_\_\_\_ without prior arrangement with the Manager. (amended 8-19-81)

#13.- PR-3 Guests attending functions in the Party Room are not permitted to use other social or recreational facilities (amended 8-19-81)

(g) No nuisances shall be allowed upon the Property nor shall any use or practice be allowed which is a source of annoyance residents or which interferes with the peaceful possession and proper use of the Property by its residents.

(h) No immoral, improper, offensive or unlawful use shall made of the Property nor any part thereof and all valid laws, ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The respective responsibilities of Private Dwelling Owners and the Association of complying with the requirements of governmental bodies which require the same as hereinabove provided for the maintenance and repair of that portion of the Property subjected to such requirements.

(i) Regulations concerning use of the Property may be promulgated by the Association as hereinabove set forth; provided, however, that copies of such regulations are furnished to each Private Dwelling owner prior to the time that the same become effective. The initial regulations, which shall be deemed effective until amended by the Association, are annexed hereto and made a part hereof as Exhibit P.

~~(j) Private Dwelling Units shall not be used for business or commercial purposes.~~ (added at annual meeting 11-6-86 – then "tabled")

(k) Now (j) Except as authorized, in writing, by the Board of Directors, no Private dwelling Owner or occupant of a Private Dwelling shall place any advertisement, sign or poster of any kind in or on the Private Dwelling Unit or the Condominium or Association property. (added/recorded – 11-20-86) **(amended/recorded 11-15-91 to "k")**

6. MAINTENANCE AND REPAIR OF COMMON ELEMENTS: The Common Elements shall be maintained and operated in accordance with and subject to the following provisions.



(a) Maintenance, repair, management and operation of the Common Elements shall be the responsibility of the Association, but nothing herein contained however shall be construed so as to preclude the Association from delegating to persons, firms or corporations of its choice, such duties as may be imposed upon the Association by the terms of this paragraph and as are approved by the Board of Directors of the Association.

(b) Expenses incurred or to be incurred for the maintenance, repair, management and operation of the Common Elements shall be collected from Private Dwelling Owners as assessed, in accordance with provisions contained elsewhere herein.

(c) The Association shall have the right to make or cause to be made such alterations and improvements to the Common Elements (which do not prejudice the right of any Private Dwelling Owner unless his written consent has been obtained,) provided the making of such alterations and improvements are first approved by the Board of Directors of the Association. The costs of such alterations and improvements, and of repairs thereto and maintenance thereof, of not less than 60% of the Board of Directors, the same are exclusively or substantially exclusively for the benefit of the Private Dwelling Owner or Owners requesting the same, in which case such requesting Private Dwelling Owners shall be assessed therefore in such proportions as they approve jointly and failing such approval, in such proportions as they approve jointly and failing such approval, in such proportions as may be determined by the Board of Directors of the Association.

(d) The Shares of the Private Dwelling Owners in the Common Elements and in the Common Surplus shall be as stated in Exhibit A-1 annexed hereto. The share of a Private Dwelling Owner in the Common Elements and in the Common Surplus is appurtenant to the Private Dwelling owned by him.

7. MAINTENANCE AND REPAIR OF PRIVATE DWELLINGS:

A. The Association, at its' expense, shall be responsible for the control of rodents and insects throughout the condominium, including Private Dwellings, and the maintenance, repair and replacement of: (amended 11-6-86 annual meeting)

1. All portions of the Private Dwellings which contribute to the support of the buildings; excluding however, interior wall, ceiling and floor surfaces; and including, without intending to limit the same to, outside walls of the buildings (including the exterior surfaces of balconies), structural slabs, roofs, interior boundary walls of Private Dwellings, and load-bearing columns.

2. All conduits, ducts, plumbing, wiring, and other facilities for the furnishings of utility services which may be contained in the Private Dwellings but excluding there from appliances and plumbing fixtures.

3. All incidental damage caused to a Private Dwelling by such work as may be done or caused to be done by the Association in accordance herewith.

B. The responsibility of the Private Dwelling owner shall be as follows:

1. To maintain, repair and replace at his expense all portions of the Private Dwelling except the portions of each to be maintained, repaired and replaced by the Association.

2. To perform his responsibilities in such manner so as not unreasonably to disturb other persons residing within the buildings.

3. Not to paint or otherwise decorate or change the appearance of any portion of the buildings not within the walls of the Private Dwelling, unless the written consent of the Association is obtained.

4. To promptly report to the Association or its agent any defect or need for repairs, the responsibility for the remedying of which is with the Association.

5. Not to make any alterations in the portions of the Private Dwelling or the buildings which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the buildings without first obtaining written consent of the Board of Directors of the Association, nor shall any Private Dwelling owner impair any easement without first obtaining the written consent of the Association and of the Private Dwelling Owner or owners for whose benefit such easement exists.

6. Completion of any approved alterations or improvements shall be reported to the Board of Directors of the Association enable it to consider necessary modifications of insurance coverage, assessments, etc.

C. Nothing herein contained, however, shall be construed so as to impose a contractual liability upon the Association for maintenance, repair and replacement, but the Association's liability shall be limited to damages resulting from its negligence.

D. Whenever it is necessary to enter any Private Dwelling for the purpose of performing any maintenance, alteration or repair to any portion of the Common Property or to any portion of a unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the common elements or to a unit or units, or to go upon any limited Common Property for such purpose, the owner of each Private Dwelling shall permit other owners or their representatives, or the duly constituted and appurtenance authorized Agent of the Association, to enter such Private Dwelling, or to go to any such Private Dwelling, for such purposes, provided that such entry shall be made only at reasonable times and with reasonable advance notice. (amended 11-1-90 and RECORDED 12-5-90) \*see policy resolution #9 [PR-9] below

**Policy Resolution (ACCESS to UNITS) [PR-9] & (DEPOSIT and CONTROL of KEYS (adopted by the board 3-19-81 - for guidelines and procedures)**

“WHEREAS, Section 7, subparagraph D, of the Declaration of Condominium provides for certain obligations and Unit Owners to t access of authorized persons or groups to the Association to Units; and

“WHEREAS, Section 7, subparagraph E, of the Declaration of Condominium provides that the Owner of each private dwelling shall deposit a key to the Unit with the ASSOCIATION for use in any emergency originating in or threatening any private dwelling; and

“WHEREAS, it is necessary to establish a procedure by such provisions may be effected and to establish guidelines under which the ASSOCIATION will operate or protect interests of the Condominium and the individual Unit Owners and occupants;

NOW, THEREFORE, BE IT RESOLVED THAT the following guidelines and procedures be adopted:

**1. DEPOSIT AND CONTROL OF KEYS**

(a) All Owners were issued keys to their Unit at settlement. Pursuant to the provisions of the Ownership Documents, the ASSOCIATION has retained copies of those keys.

(b) If additional locks are added or if the locks are changed by an Owner or tenant, the Owner or tenant shall provide the ASSOCIATION with working keys to those locks.

(c) The following security measures have been put into effect to protect the ASSOCIATION from liability and protect each Owners and tenants security.

(1) Keys have been coded and placed in a locked container. The code does not indicate the Unit served by the key.

(2) The key index, which relates a given key to a given Units, is kept in a separate container.

(3) If a key is lost by the ASSOCIATION, the lock will be changed and new keys issued at the expense of the ASSOCIATION.

(4) In order to enhance security, the ASSOCIATION reserves the right to periodically change locks and re-issue keys.

(5) In all except emergency cases, the ASSOCIATION shall give prior notice to the need for access to the Unit and to the extent practicable make arrangements with the Owner or tenant to gain access.

(6) In case of an emergency wherein life, limb or property is in jeopardy, the ASSOCIATION shall make a reasonable attempt to contact the Owner or tenant prior to entering the unit.

(d) If the ASSOCIATION does not have working keys, and emergency access to Unit is necessary and the Owner or tenant is absent, the Owner or tenant shall bear all costs related to the Unit and damage caused to the Unit, another Unit and/or the Common Elements by the emergency and sustain whatever additional liabilities refer to any event wherein life, limb and property are in jeopardy in the judgement of the Manager.

## 2. ACCESS TO UNITS

(a) The ASSOCIATION will attempt to provide reasonable notice of its need for access to a Unit.

(b) If the ASSOCIATION enters a Unit from which Owners or are absent, the ASSOCIATION will leave written notice the date, time and purpose of entry, signed by an ASSOCIATION, representative.

(c) The ASSOCIATION will provide notice of the need for entry to Units for the purpose of "pest control" through the communit newsletter calendar which shall be posted on the bulletin board.

(d) The ASSOCIATION cannot assume the responsibility for admitting delivery, trade, and other visitors of the Owners or tenants to the building or Units.

(e) Loss of Unit door key by an Owner or tenant does not constitute an emergency; however, the BOARD recommends the following, in the order listed:

(1) Use the buddy system, exchange a key with a neighbor or friend.

(2) Contact the Manager.

(3) Contact an Officer of the ASSOCIATION.

(4) Call the Answering Service number 255-3686, tell the operator that you are locked out, ask that the maintenance man on call be notified. There will be a \$10.00 charge for his service.

(5) Call a locksmith. A list is posted on the bulletin board.

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E. In case of any emergency originating in or threatening any Private Dwelling, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it, or the building superintendent or managing agent, shall have the right to enter such Private Dwelling for the purpose of remedying or abating the cause of such and such right of entry in the event of any such emergency, the owner of each Private Dwelling, if required by the Association, shall deposit under the control of the Association a key to such Private Dwelling. (see policy resolution 9 [PR-9] above for guidelines and procedures, adopted by the Board of Directors 3-19-81)

F. In the event the Owner of a Private Dwelling Unit fails to maintain it as required herein, or makes structural additions or alterations without the required written consent or otherwise violates or threatens to violate the provisions hereof, the Association shall have

the right to proceed in a court of equity for injunction to seek compliance with the provisions hereof. Such action as is necessary shall be taken to assure removal of any unauthorized structural addition or alteration and to restore the property to good condition and repair. The Association shall obtain the necessary right to have it's employees or agents or any subcontractors appointed by it to enter the Unit at all reasonable times to do work as deemed necessary by the Board of Directors of Association to enforce compliance with the provisions hereof. (added/recorded 11-20-86)

~~8. COMMUNITY FACILITIES AND DINING AREA: Declarer has retained title to the facilities described on Exhibits I and J, said exhibits being expressly incorporated herein, upon which are located the Community Facilities; provided, however, that the use and enjoyment of said Community Facilities shall be made available to the Private Dwelling Owners pursuant to a agreement entered into with the Association and in accordance with the terms and conditions thereof, as set forth in Exhibit M. (deleted 11-5-87)~~

If the accommodations herein provided for in Paragraph 4 ( C ) are installed, the use and enjoyment thereof shall be made available to the Private Dwelling Owners in accordance with an Agreement to be entered into between the Association and the Declarer. Such Agreement shall provide for the payment by the operators of such facilities, assessments to be made by the Association a square footage basis; and shall further provide that neither the Association nor the Private Dwelling owners will be obligated in any way to the operators of such facilities.

The Association, as Lessee, has entered into a Long-Term Lease Agreement with JESSAMINE BANYAN TREE PROPERTY CORPORAT as Lessor.

Pursuant to Florida Statute 711.121, the Association has acquired a leasehold interest in and to the leased premises demised and described in the Long-Term Lease attached hereto as Exhibit M, and said Exhibit M annexed to this Declaration is made a port hereof just as though the said Lease were lly set forth herein. Pursuant to Florida Statute 711.121, and pursuant to the Long-Term Lease, all monies due and to become due under the provisions of said Lease, including without limitations, expenses of rent, taxes, assessments, insurance premiums and costs of maintenance and repair, including the operation of said leased premises and al replacements and undertakings, and such other items as are specified in said Lease, are, and declared to be common expenses of the Condominium.

The Developer and the Association, by their execution of this Declaration of Condominium, and each unit owner, by virtue of thei taking title to a Condominium parcel, agree that notwithstanding the fact that the Long-Term Lease is attached to this Declaration of Condominium, that said Long-Term Lease shall be deemed to have been recorded in the Public Records prior to the recording this Declaration of Condominium. Each unit owner agrees to be bound by the terms and conditions of said

Long-Term Lease and agrees to make payment to the Association of his share of the monies due, pursuant to and in the amount or proportion, or percentage amount, if so stated, as specified in said Lease and this Declaration of Condominium. It shall be mandatory for the unit owner to make said payments, regardless of whether or not said unit owner uses the recreational facilities.

9. ADMINISTRATION: The Administration of the property, including but not limited to the acts required of the Association, shall be governed by the following provisions:

A. The association shall be incorporated under the name BAYSHORE CLUB MANAGEMENT ASSOCIATION, INC., as a corporation not for profit under the laws of the State of Florida under Articles of Incorporation, of which a copy is attached hereto as Exhibit B. Any other form of organization for the Association may be substituted after first obtaining the written approval of all of the members thereof.

B. The By-Laws of the Association shall be in the form attached as Exhibit C until such are amended in the manner therein provided.

C. The duties and powers of the Association shall be those set forth in this Declaration, the Articles of Incorporation and the By-Laws, together with those reasonably implied to affect the purposes of the Association and this Declaration; provided, however, that if there are conflicts or inconsistencies between this Declaration and either the Articles of Incorporation or the By-Laws, the terms and provisions of this Declaration shall prevail and the Private Dwelling Owners covenant to vote in favor of such amendments in the Articles of Incorporation and/or By-Laws as will remove such conflicts or inconsistencies. The powers and duties of the Association shall be exercised in the manner provided by the Articles of Incorporation and the By-Laws and any duties or rights of the Association which are granted by or to be exercised in accordance with the provisions of this Declaration requires the act or approval of the Board of Directors of the Association, such act or approval must be that of the Board done or given in accordance with the By-Laws.

D. Notices or demands, for any purpose, shall be given by the Association to Private Dwelling Owners and by Private Dwelling Owners to the Association and other Private Dwelling Owners in the manner provided for notices to members of the Association by the By-Laws of the Association.

E. All funds and the titles of all properties acquired by the Association and the proceeds thereof after deducting them from the costs incurred by the Association in acquiring the same shall be held for the benefit of the Private Dwelling Owners for the purposes herein stated.

F. All income received by the Association from the rental or licensing of any part of the Common Elements (as well as such income anticipated) shall be used for the purpose

of reducing prospective Common Expenses prior to establishing the annual assessment for Common Expenses.

10: ASSESSMENTS: Assessments against the Private Dwelling Owners shall be made or approved by the Board of Directors of the Association pursuant to an appropriately enacted budget. These assessments shall be paid by the Private Dwelling Owners to the Association in accordance with the following provisions:

A. Share of Expenses: Common Expenses—Each Private Dwelling owner shall be liable for his share of the Common Expenses, ~~except that, and anything elsewhere to the contrary notwithstanding, until such time as construction of all of the Private Dwellings has actually been completed, the Board of Directors may assess Common Expenses among the Owners of completed Private Dwellings, in the proportions that the respective Share of each bears to the aggregate of the Shares of — Owners of all completed Private Dwellings.~~ (amended 11-5-87)

B. Assessments other than Common Expenses: Any assessments, the authority to levy which is granted to the Association or its Board Directors by the Condominium Documents, shall be paid by the Private Dwelling Owners to the Association in the proportions set forth in the provision of the Condominium Documents authorizing the assessment.

C. Accounts: All sums collected by the Association from assessments may be commingled in a single fund, but they shall be held for the Private Dwelling Owners in the respective Shares in which they are paid and shall be credited to accounts from which shall be paid the expenses for which the respective assessments are made. Such accounts shall be as follows:

1. Common Expense Account: to which shall be credited collections of assessments for all Common Expenses as well as payments received for defraying costs of the use of Common Elements.

2. Alteration and Improvement Account: to which shall be credited all sums collected for alteration and improvement assessments.

3. Reconstruction and Repair Account: to which shall be credited all sums collected for reconstruction and repair assessments.

4. Emergency Account: to which shall be credited all sums collected for emergencies.

D. Assessments for Common Expenses: Assessments for Common Expenses, which shall be in accordance with the Shares shall be made annually in advance on the second Monday in January of the year for which the assessments are made and at such other and additional times as in the judgment of the Board of Directors additional Common Expenses assessments are required for the proper management, maintenance

and operation of the Common Elements. Such annual assessments shall be due and other installments, and at such times as may be determined by the Board of Directors of the Association. The total of the assessments shall be in the amount of the estimated Common Expenses for the year, including a reasonable allowance for contingencies and reserves, less the amount of unneeded Common Expense Account balances and less the estimated payments to the Association for defraying the costs of the use of Common Elements. If an annual assessment is not made as required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment.

E. Other Assessments: Other assessments shall be made in accordance with the provisions of the Condominium Documents and if the time of payment is not set forth in the Condominium Documents, the same shall be determined by the Board of Directors of the Association.

F. Assessments for Emergencies: Assessments for Common expenses for emergencies which cannot be paid from the Common Expense Account shall be made only by the Board of Directors of the Association.

G. Assessments for Liens: All liens of any nature including taxes and special assessments levied by governmental authority which are a lien upon more than one Private Dwelling or upon any portion of the Common Elements, shall be paid by the Association as a Common Expense and shall be assessed against the Private Dwellings in accordance with the Shares of the Private Dwellings concerned or charged to the Common Expense Account, whichever in the judgment of the Board of Directors is appropriate.

H. Assessment Roll: The assessment against all Private Dwelling Owners shall be set forth upon a roll of the Private Dwellings which shall be available in the office of the Association for inspection at all reasonable times by the Private Dwelling Owners or their duly authorized representatives. Such roll shall indicate for each Private Dwelling the name and address of the Private Dwelling Owner or Private Dwelling Owners, the assessments for all purposes and the amounts of all assessments paid and unpaid. A certificate made by the Association as to the status of a Private Dwelling Owner's assessment account shall limit the liability of any person for whom made other than the Private Dwelling Owner. The Association shall issue such certificates to such persons as a Private Dwelling Owner may request in writing.

I. Liability for Assessments: The Private Dwelling Owners and their grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance, but with prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefore. Such liability may not be avoided by a waiver of the use or enjoyment of any Common Element or by abandonment of the Private Dwelling for which the assessments are made. A purchaser of a Private Dwelling at a judicial sale shall be liable only for assessments coming due after such sale and for that portion of due assessments prorated to the period after the date of such sale.



J. Lien for Assessments: The unpaid portion of an assessment which is due shall be secured by a lien upon: (1.) The Private Dwelling and all appurtenances thereto when a notice ~~claiming that~~ the claim of lien has been recorded by the Association in the Public Records of Volusia County. has been received by the Private Dwelling Owner. The Association shall not, however, record such claim of l until the assessment is unpaid for not less than twenty (20) days after it is due. Such a claim of lien shall, to the extent permitted by law, secure all assessments which come due thereafter until the claim of lien is satisfied; and (2.) all tangible personal property located in the Private lling except that such lien shall be subordinate to prior bona fide liens of record. (amended/recorded 11-20-86) (see Administrative Resolution #1 “Delinquent Assess s” below)

The priority of liens for assessment is established as of the date of recording same.

~~K. The developer guarantees that the assessment for common expenses imposed upon the unit owners will not exceed the designated per unit assessment (Exhibit A-1) for the period of this commencing August 15, 1975 and ending August 15, 1976. The developer will pay any amount of the common expenses incurred during this period of time in excess of the sums collected above. (amended/deleted 11-05-87)~~

**Administrative Resolution #1**  
**DELINQUENT ASSESSMENTS**

**Adopted by the Board of Directors 3-20-80**  
**Amended 11-5-81**

**Administrative Resolution #1 – “Delinquent Assessments”**

**WHEREAS, Section 10, subparagraph J and L of the Declaration of Condominium establishes remedies for the nonpayment of assessment; and**  
**WHEREAS, there is a need to establish orderly procedures for the collection of assessments which remain unpaid past their due date; and**  
**WHEREAS, it is the intent of the BOARD to establish steps for the collection of delinquent assessments;**  
**NOW THEREFORE, BE IT RESOLVED THAT the procedures for collection of delinquent assessments be as follows:**

- 1. Any assessment payment not received within ten (10) days after the due date shall be termed delinquent.**
- 2. Ten (10) days after the due date, a notice of delinquency shall be mailed to the OWNER, which notice shall include the amount of the delinquent payment. A copy of this notice shall be furnished the CHAIRMAN OF THE FINANCE COMMITTEE.**
- 3. If payment, including any additional charges, is not received within twenty (20) days after the due date; the BOARD will notify the OWNER, by certified mail,**

of the intent to record a claim of lien upon the unit. A copy of this certified letter will be furnished the MORTGAGEE and the CHAIRMAN OF THE FINANCE COMMITTEE. (continued)

**Administrative Resolution #1 continued:**

4. If after ten (10) days of the mailing of that certified letter, the account still remains delinquent, a claim of lien shall be prepared, signed and verified by an OFFICER or AGENT of the ASSOCIATION and recorded in the public records of Volusia County, Florida as specified in Chapter 718 of the Florida Statutes and Section 10, subparagraph J of the Declaration of Condominium.

5. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. Notice shall be furnished the MORTGAGEE.

**(ATTESTED: 3-20-80 and signed by the President: E. William Buss**

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L. Collections:

1. Late Charge Fee Administrative Late Fee: In the event that any monthly payment hereunder, remains unpaid more than ten (10) days after the due date a late charge of ten dollars (\$10.00), or such other amount as may be **an administrative late fee** established from time to time by the Board of Directors, shall be imposed. **in an amount not to exceed the greater of \$25.00 or 5% of each installment of the assessment for each delinquent installment that the payment is late.** (see Administrative Resolution #1 [above] regarding late fees adopted at the Board of Directors meeting 3-20-80) (added/amended/recorded 11-16-81) (**re-amended/recorded 11-15-91**)

AMEND SUBPARAGRAPH 1. to read 2. (approved/recorded 11-16-81)

AMEND SUBPARAGRAPH 2. to read 3. (approved/recorded 11-16-81)

1. now (2.) Interest: Application of Payments. Assessments and installments thereof paid on or before ten (10) days after the date when due shall not bear interest but all sums not paid on or before twenty (20) days after when due shall bear interest at the rate of ~~eight per cent (8%)~~ one and 1/2 percent (1 1/2%) per ~~annum~~ month from the date when due until paid. ~~All~~ **Any** payments upon account **received** shall be applied first to **any** interest ~~and then to the assessment payment first due.~~ **accrued by the Association, then to any administrative late fee, then to any cost and reasonable attorney's fees incurred in collection, and then to the delinquent assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or interest placed on or accompanying a payment.** All interest collected shall be credited to the Common Expense Account. (amended from #1 to #2 and recorded 11-16-81) (amended to 1 1/2% 11-5-87) (**amended/recorded 11-15-91 at annual meeting**)

2. now (3) Suit: The Association at its option may enforce collection of delinquent assessments by suit at law or by foreclosure of the liens securing the assessment or by any other competent proceeding and in either event, the Association shall be entitled to recover in the same action suit or proceeding the payments which are delinquent at the time of judgment or decree together with interest thereon at the rate of ~~eight (8%)~~ one and ½ (1 ½) percent per ~~annum~~ month and all costs incident to the collection and the action, suit or proceeding, including, without limiting the same, to reasonable attorney's fees. In any foreclosure of a 1 for assessments, the owner of a Private Dwelling subject to the lien shall be required to pay a reasonable rental for the Private Dwelling, and the Association shall be entitled to the appointment or a receiver to collect the same. (amended/recorded from #2 to #3 11-16-81) (amended to 1 ½ % 11-5-87)

11. INSURANCE: The insurance, other than title insurance, which shall be governed by the following provisions:

A. Association to Purchase: All insurance policies upon the Property (except title insurance and as hereinafter allowed) shall be purchased by the Association for the benefit of all Private Dwelling Owners and their respective mortgagees as their interest may appear and shall provide for the issuance of certificates of mortgage endorsements to the holders of first mortgages on the Private Dwellings or any of them and, if insurance companies will agree, shall provide that the insurer waives its rights of subrogation as to any claims against Private Dwelling Owners, the Association and their respective servants, agents and guests.

B. Private Dwelling Owners: Each Private Dwelling Owner may obtain insurance, at his own expense, affording coverage upon his personal property and for his personal liability and as may be required by law, but all such shall contain the same waiver of subrogation as that referred to in Paragraph A hereof (if the same as available).

C. Coverage:

1. Casualty: The buildings and all improvements upon the land and all personal property included within the Property, except such personal property as may be owned by the Private Dwelling Owners, shall be insured in an amount equal to the maximum insurable replacement value thereof (exclusive of excavation and foundations) as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against all risks. Private Dwelling Owner's personal property shall include unit floor coverings, wall coverings, or ceiling coverings, and the following equipment: electrical fixtures, appliances, air conditioner or heating equipment, water heaters, or built-in cabinets. (amended at annual meeting 11-7-91 and Recorded 11-15-91)

New 2. Flood: The buildings including the foundation and improvements upon the land (not excluded by the insurance underwriters) and personal property as may be owned and included within the property, except such personal property as may be owned

by the Private Dwelling Owners, their lessees, servants, agents and guests, shall be insured through the National Flood Insurance Program (NFIP) in an amount not less than 75% of the replacement cost value as estimated annually by the insurance companies bidding such coverage. (added/recorded 11-15-91)

2. 3. Public liability and property damage in such amounts and in such forms as shall be required by the Association, including but not limiting the same to water damage legal liability, hired automobile, non-owned automobile and off-premises employee coverage. (amended/recorded 11-15-91)

3. 4. Workmen's Compensation policy to meet the requirements of law. (amended/recorded 11-15-91)

4. 5. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Private Dwelling Owners as a \_\_\_\_\_ to a Private Dwelling Owner. (amended/recorded 11-15-91)

D. Premiums: Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged as Common Expenses.

E.. Proceeds: All insurance policies purchased by the Association shall be for the benefit of the Association and the Private Dwelling Owners and their mortgagees, as their respective interests may appear and shall provide that all proceeds payable as a result of casualty losses shall be paid to the Association. The Association shall hold such proceeds for the benefit of the association, the Private Dwelling Owners (and their respective mortgagees) in the following shares.

1. Common Elements: Proceeds on account of damage \_\_\_\_\_ Common Elements: for all Private Dwelling Owners in accordance with the Shares.

2. Private Dwellings: Proceeds on account of Private Dwellings shall be held in the following undivided shares:

(a) Partial destruction when a building or buildings are to be restored (or total destruction when a decision is made to restore the building or buildings affected): for the Owners of damaged Private Dwellings in proportion to the costs of repairing the damage suffered by each damaged Private Dwelling.

(b) Total destruction of a building or buildings when a building or buildings are not to be restored (or partial destruction when a determination is made not to restore the building or buildings affected): for all Private Dwelling Owners in accordance with the Shares set forth on Exhibits A-1 and A-2.

3. Mortgagees: In the event a mortgagee endorsement has been issued as to a Private Dwelling, the share of the Private Dwelling Owner shall be held for the mortgagee and the Private Dwelling Owner as their interests may appear, but nothing

herein contained shall be construed so as to give any mortgagee the right to determine or participate in the determination of reconstruction or repair.

F. Distribution of Proceeds: Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Private Dwelling Owners beneficially interested therein after first paying or provision for the payment of the expenses of the Association in obtaining the proceeds, in the following manner:

1. Reconstruction or Repair: If the damage for which the proceeds were paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the Private Dwelling Owners beneficially interested therein, all remittances to Private Dwelling Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of the Private Dwelling and may be enforced by such mortgagee.

2. Failure to Reconstruct or Repair: If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the Private Dwelling Owners beneficially interested therein, all remittances to Private Dwelling Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Private Dwelling and may be enforced by such mortgagee.

## 12. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE:

A. If any part of the Common Elements shall be damaged by casualty, the determination of whether or not to reconstruct or repair the same shall be made as follows:

1. Partial destruction (which shall be deemed to mean destruction which does not render one-half or more of the Private Dwellings untenable) shall be reconstructed or repaired unless this Declaration is terminated at a meeting of the members of the Association which shall be called prior to commencement of such reconstruction or repair or unless Private Dwelling Owners, who in the aggregate own 75% or more of the Shares, vote against such reconstruction or repair.

2. Total destruction (which shall be deemed to mean destruction which does render one-half or more of the Private Dwellings untenable) shall not be reconstructed or repaired unless at a meeting which shall be called within ninety (90) days after the occurrence of the casualty, or if by such date the insurance loss has not been finally adjusted, then within thirty (30) days thereafter, Private Dwelling Owners who in the aggregate own 75% or more of the Shares vote in favor of such reconstruction or repair.

3. Any such reconstruction or repair shall be substantial in accordance with the plans and specifications.

4. Encroachments upon or in favor of Private Dwellings which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Private Dwelling Owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the plans and specifications or as the building or buildings were originally constructed. Such encroachments shall be allowed to continue in existence for so long as the building or buildings stand.

B. If the damage is only to those parts of one Private Dwelling for which the responsibility of maintenance and repair is that of the Private Dwelling Owner, then the Private Dwelling Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association as follows:

1. Estimate of Costs: Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such bonds as the Board of Directors desires.

2. Assessments: If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premiums if any) assessments shall be made against the Private Dwelling Owners in accordance with the percentages indicated in Exhibits A-1 and A-2 in sufficient amounts to provide funds to pay the estimated costs. If, at any time during reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Private Dwelling Owners in accordance with the percentages indicated in Exhibits A-1 and A-2 in sufficient amounts to provide funds for the payment of such costs.

3. Construction Funds: The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Association and funds collected by the Association from assessments against Private Dwelling Owners, shall constitute an account to be known as a Reconstruction and Repair Account which shall be disbursed in payment of such costs in the following manner:

(a) Private Dwelling Owner: The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the Private Dwelling Owner; to such contractors, suppliers and personnel as do the work or supply the materials or services required for such reconstruction or repair, in such amounts and at such times as the Private Dwelling Owner may direct, or if there is a mortgagee endorsement, then to such payees as the Private Dwelling Owner and the mortgagee jointly direct. Nothing contained herein, however, shall be construed so as to

limit or modify the responsibility of the Private Dwelling Owner to make such reconstruction or repair.

(b) Association—Lesser Damage: If the amount of the estimated costs of reconstruction and repair is less than the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, then the Reconstruction and Repair Account shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the Reconstruction and Repair Account, such Account shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(c) Association—Major Damage: If the amount of the estimated costs of reconstruction and repair of a building or buildings or other improvement is more than the total of the annual assessments for Common Expenses made during the year in which the casualty occurred, then the Reconstruction and Repair Account shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(d) Surplus: It shall be presumed that the first monies in payment of costs of reconstruction and repair shall be from insurance proceeds, and if there is a balance in the Reconstruction and Repair Account after payment of all costs of the reconstruction and repair for which the Account is established, such balance shall be distributed to the Private Dwelling Owners who are the beneficial owners of the Account as their interests may appear.

(e) When the damage is to both Common Elements and Private Dwellings, the insurance proceeds shall be applied to costs of repairing the Common Elements and the balance to the Private Dwellings in the Shares above stated.

4. Insurance Adjustments: Each Private Dwelling Owner and each owner of a mortgage upon a Private Dwelling shall be deemed to be delegated to the Board of Directors of the Association his right to adjust with insurance companies all losses under policies purchased by the Association, except in any case where the damage is restricted to one Private Dwelling.

13. COMPLIANCE AND DEFAULT: Each Private Dwelling Owner shall be governed by and shall comply with the terms of the Condominium Documents and Rules and Regulations adopted pursuant thereto and said Condominium Documents and Rules and Regulations as they may be amended from time to time. A default shall entitle the Association or other Private Dwelling Owners to the following relief:

A. Failure to comply with any of the terms of the Condominium Documents and Rules and Regulations adopted pursuant thereto, shall be grounds for relief which may

include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by the Association or if appropriate, by an aggrieved Private Dwelling Owner.

B. Each Private Dwelling Owner shall be liable for the expenses of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of a Private Dwelling or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

C. In any proceeding arising because of an alleged default by a Private Dwelling Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be determined by the court.

D. The failure of the Association or of a Private Dwelling Owner to enforce any right, provisions, covenant or condition which may be required by the Condominium Documents shall not constitute a waiver of the right of the Association or Private Dwelling Owner to enforce such right, provision, covenant or condition in the future.

E. All rights, remedies and privileges granted to the Association or a Private Dwelling Owner pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by the Condominium Documents or at law or in equity.

14. ASSOCIATION TO MAINTAIN REGISTRY OF OWNERS AND MORTGAGEES: The Association shall at all times maintain a Register setting forth the names of the owners of all of the Private Dwellings, and in the event of the sale or transfer of any Private Dwelling to a third party, the purchaser or transferee shall notify Association in writing of his interest in such Private Dwelling, together with such recording information as shall be pertinent to identify the instrument by which such purchaser or transferee has acquired each Private Dwelling shall at all times notify Association of the names of the parties holding mortgage or mortgages on any Private Dwelling, the amount of such mortgage or mortgages and the recording information which shall be pertinent to identify the mortgage or mortgages. The holder of any mortgage or mortgages upon any Private Dwelling may, if they so desire, notify Association of the existence of any mortgage or mortgages held by such party or any Private Dwelling and upon receipt of such notice, Association shall register in its records all pertinent information pertaining to the same.



15. TRANSFERS OF OWNERSHIP OR DISPOSITION OF INTERESTS; In order to maintain a community of congenial residents and thus protect the value of the Private Dwellings, the transfer of Private Dwellings by any owner shall be subject to the following provisions so long as the condominium exists and any of the buildings are in useful condition upon the Property, which provisions each Private Dwelling Owner covenants to observe, provided however nothing contained herein shall apply to the Developer or to an institutional lender and provided further that nothing stated herein shall prohibit the Developer from leasing the condominium units.

A. Transfers Subject to Approval:

1. Sale: No Private Dwelling Owner may dispose of a Private Dwelling or any interest therein by sale without approval of the Association.

2. Lease: This initial paragraph (2. Lease) amended to 2. (a)

(a) A Private Dwelling Owner may lease the Private Dwelling owned by him provided no Private Dwelling shall be leased for transient or hotel purposes or in any event for a period of less than four (4) months. for a period of not less than ninety (90) days nor more than one hundred eighty (180) days without the approval of the Association; provided, however, that the Private Dwelling Owner shall give to the Association notice of the name and address of the intended lessee and an execute y of the lease. Except as hereinabove provided, No Private Dwelling Owner may dispose of a lease his Private Dwelling or any interest therein by lease without the approval of the Association. Board of Directors. (amended/recorded 11-16-81)

(b) No Private Dwelling Owners may lease a Private Dwelling other than on a written form or lease provided by the Association. (amended as (b) 11/8/81, approved by unit owners at annual meeting/recorded 11/16/81.

(c) Private Dwelling Owners shall promptly, following the execution of any lease of a Private Dwelling, forward a confirmed copy thereof to the Board of Directors for approval. **At the termination or expiration of a lease period, if the Private Dwelling Owner wishes to lease his Unit for an additional term, a new application and lease shall be delivered to the Association for its approval.** (amended/recorded 11-16-81) **(amended/approved at annual meeting 11-6-86/recorded 11/20/86)**

(d) The lease for a Private Dwelling must include all appurtenances thereto, including the unit's limited common element parking space as designated in Exhibit C of "Amendment to Declaration of Condominium (added per amendment and/recorded 11-15-91)

3. Gift: If any Private Dwelling Owner shall acquire his title by gift, the continuance of his ownership of his Private Dwelling shall be subject to the approval of the Association.

4. Devise or Inheritance: If any Private Dwelling Owner shall acquire his title by devise or inheritance, the continuance of his ownership of his Private Dwelling shall be subject to the approval of the Association, provided, however, that no such approval shall be required if the Private Dwelling Owner acquiring title by devise or inheritance is the surviving spouse, child, parent, sister or brother of the deceased prior Owner of the Private Dwelling.

5. Other Transfers: If any Private Dwelling Owner shall acquire his title by any manner not heretofore considered in the foregoing subsections, the continuance of his ownership of his Private Dwelling shall be subject to the approval of the Association.

B. Approval by Association: The approval of the Association which is required for the transfer or ownership of Private Dwellings shall be obtained in the following manner:

1. Notice to Association:

(a) Sale: A Private Dwelling Owner intending to make a bona fide sale of his Private Dwelling or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser as the Association will reasonably require. Such notice, at the Private Dwelling Owner's option, may include a demand by the Private Dwelling Owner that the Association furnish a purchaser if the proposed purchaser is not approved; and if such demand is made the notice shall be accompanied by an executed copy of the proposed contract of sale.

(b) Lease: A private Dwelling Owner, intending to make a bona fide lease of his Private Dwelling or any interest therein, except as permitted in Subparagraph A 2 hereof, shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease. Notwithstanding the foregoing, no Private Dwelling shall be leased for any period except pursuant to a lease, the terms and provisions of which shall provide that such Private Dwelling may not be sublet without the prior written approval of the Association and that the Lessee shall comply with and abide by all of the restrictions pertaining to the use of Private Dwellings and Common Elements contained in this Declaration of Condominium, and with the Rules and Regulations contained herein or hereafter established by the Association governing the use of such Private Dwellings and Common Elements, and should lessee not comply with such covenants then, the Association shall be given the right to terminate and cancel such lease, all without any obligation to the Private Dwelling Owner, and in said respect the Association shall be regarded as the Owner's

agent fully authorized to take such steps as may be necessary to effect the termination and cancellation of such lease. (~~The responsibility of the Association to pass upon proposed lease or Private Dwellings may be delegated by the Board of Directors of the Association to a Managing Agent or to such other person or persons as the Board of Directors may designate~~) (amended/recorded 11-13-81) and ((amended/recorded 11-15-91))

(c) Gift, Devise or Inheritance: Other Transfers: A Private Dwelling Owner who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore acquiring of his title, together with such information concerning the Private Dwelling Owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(d) Failure to Give Notice: If the notice to the Association herein required is not given, then, at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Private Dwelling, the Association at its election and without notice may approve or disapprove a transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

## 2. Certificate of Approval:

(a) Sale: If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President or Vice-President and Secretary or Assistant Secretary of the Association in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of Volusia County, Florida.

(b) Lease: If the proposed transaction is a lease subject to approval, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President or Vice-President and Secretary or Assistant Secretary of the Association in recordable form and shall be delivered to the lessee.

(c) Gift, Devise or Inheritance, Other Transfers: If the Private Dwelling Owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, and such acquisition is subject to approval, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the Private Dwelling Owner's ownership of his Private Dwelling. If approved, and approval shall be stated in certificate executed by the President or Vice-President and Secretary or Assistant Secretary to the Association in recordable form and shall be delivered to the Private Dwelling Owner and shall be recorded in the Public Records of Volusia County, Florida.

3. Approval of a Corporate Owner or Purchaser: Inasmuch as the Property may be used only for residential purposes, an a corporation cannot occupy a Private Dwelling for such use, if the Private Dwelling Owner or purchaser of a Private Dwelling is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the Private Dwelling be also approved by the Association.

C. Disapproval by Association: If the Association shall disapprove the transfer or ownership of a Private Dwelling, the matter shall be disposed of in the following manner:

1. Sale: If a proposed transaction is a sale and if the notice of sale given by the Private Dwelling Owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by registered mail to the Private Dwelling Owner an agreement to purchase by a purchaser approved by the Association who will purchase and to whom the Private Dwelling Owner must sell the Private Dwelling upon the following terms:

(a) The price to be paid shall be that stated in the disapproved contract to sell.

(b) The purchase price shall be paid in cash.

(c) The sale shall be closed within thirty (30) days after the delivery or mailing of the said agreement to purchase.

(d) The approval of the purchaser shall be stated in a certificate of approval furnished by the Association, as elsewhere provided, and shall be recorded in the Public Records of Volusia County, Florida, at the expense of the purchaser.

(e) If the Association shall fail to provide a purchaser upon the demand of the Private Dwelling Owner in the manner provided or if a purchaser furnished by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

2. Lease: If the proposed transaction is a lease subject to approval, the Private Dwelling owner shall be advised of any disapproval in writing, and the lease shall not be made.

3. Gift, Devise or Inheritance, Other Transfers: If the Private Dwelling Owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, and such acquisition is subject to a then within thirty (30) days after receipt from the Private Dwelling Owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the Private Dwelling Owner, an agreement to purchase by a purchaser approved by the Association

who will purchase and to whom the Private Dwelling Owner must sell the Private Dwelling upon the following terms.

(a) The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration, pursuant to the provisions of the Florida Arbitration Code. The purchaser to be stated in the agreement shall designate one appraiser to serve as arbitrator, the Private Dwelling Owner shall designate one appraiser to serve as arbitrator, and the two arbitrators shall select a third arbitrator. The award of any two (2) of the arbitrators shall govern, and a judgment of specific performance of the sale upon the award so rendered may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(b) The purchase price shall be paid in cash.

(c) The sale shall be closed within ten (10) days following the determination of the sale price.

(d) The approval of the purchaser shall be stated in a certificate of approval furnished by the Association, as elsewhere provided, and shall be recorded in the Public Records of Volusia County, Florida, at the expense of the purchaser.

(e) If the Association shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided.

D. Mortgage: No Private Dwelling Owner may mortgage his Private Dwelling nor any interest therein without the approval of the Association except to a bank, life insurance company, a federal savings and loan association, or any other recognized lending institution or except as a result of a purchase money mortgage given by a purchaser. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

E. Appurtenances: Any transfer of a Private Dwelling shall include all appurtenances thereto whether or not specifically described.

16. AMENDMENT: The Condominium Documents shall be amended in the following manner (except as otherwise provided in paragraph no. 18.)

A. Declaration: Amendments to the declaration shall be \_\_\_\_\_ sed and adopted as follows:

1. Notice: Notice of the subject matter of the proposed amendment in reasonably detailed form shall be included in the notice of any meeting at which a proposed amendment is considered.

2. Approval: A resolution to amend the Declaration may proposed by either the Board of Directors of the Association or by the Private Dwelling Owners meeting as members of the Association and, after being proposed and adopted by either of such bodies, must be submitted to and adopted by the her. Approval of such amendment must be by not less than sixty percent (60%) of the Directors and by not less than sixty percent (60%) of the Private Dwelling Owners. Directors of Private Dwelling Owners not present at the meeting called to consider a proposed amendment may express approval thereof in writing or by proxy.

3. Provided: That no amendment shall alter any Private lling or the Share in the Common Elements appurtenant to it, nor increase the Private Dwelling Owner's Share of the Common Expenses, unless the record owner of the Private Dwelling concerned and all record owners of liens and mortgages on said Private Dwelling shall join in the execution of such amendment; nor shall an amendment make any change in the Articles entitled "Insurance:, "Reco or Repair of Casualty Damage", or "Termination", unless the record owners of all mortgages upon the Private Dwellings shall join in the execution of such amendment; nor shall any amendment alter or limit the rights of Declarer under paragraph 18 unless Declarer shall consent thereto and join in the execution of such amendment.

4. Recording: A copy of each amendment shall be certified by at lease two (2) officers of the Association as having been duly adopted and shall be effective when recorded in the Public Records of Volusia County, Florida.

B. Articles of Incorporation and By-Laws: The Articles of Incorporation and the By-Laws of the Association shall be amended in the manner provided by such documents.

17. TERMINATION: The Condominium shall be terminated, if at all, in the following manner:

A. The termination of the Condominium may be effected by the agreement of Private Dwelling Owners who in the aggregate own not less than seventy-five percent (75%) of the Shares, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyance of land provided that each owner of a mortgage upon a Private Dwelling consents thereto. The termination shall become effective when such agreement has been recorded in the Public Records of Volusia County, Florida.

B. Destruction: If it is determined in the manner elsewhere provided that the Property shall not be reconstructed after casualty, the Condominium will be terminated and the Condominium Documents revoked. The determinat not to reconstruct after casualty shall be evidenced by a Certificate of the Association certifying as to the facts

effecting the termination, which Certificate shall become effective upon being recorded in the Public Records of Volusia County, Florida.

C. **Shares of Private Dwelling Owners After Termination:** After termination of the Condominium, the Private Dwelling Owners shall own the Property as tenants in common in undivided shares and the holders of mortgages and liens against the Private Dwelling or Private Dwellings formerly owned by such Private Dwelling Owners shall have mortgages and liens upon the respective undivided Shares of the Private Dwelling Owners as tenants in common. Such undivided Shares of the Private Dwelling Owners shall be as set forth in Exhibits A-1 and A-2. All funds held by the Association and insurance proceeds, if any, shall be and continue to be held for the Private Dwelling Owners in proportion to the amount of the assessments paid by each. The costs incurred by the Association in connection with a termination shall be a Common Expense.

D. Following termination, the Property may be partitioned and sold upon the application of any Private Dwelling Owner. If the Board of Directors, following a termination determines, by not less than a three-fourths vote, to accept an offer for the sale of the Property, each Private Dwelling Owner shall be bound to execute such deeds and other documents reasonably required to affect such sale at such times and in such forms as the Board of Directors directs. In such event, any action for partition or other division of the Property shall be held in abeyance pending such sale, and upon the consummation thereof shall be discontinued by all parties thereto.

E. The members of the Board of Directors acting collectively as agent for all Private Dwelling Owners, shall continue to have such powers as in this Article are granted notwithstanding the fact that the Association itself may be dissolved upon a termination.

18. **RIGHTS OF DECLARER:** So long as Declarer shall own any Private Dwelling:

A. Declarer shall have the absolute right to lease or sell any such Private Dwelling to any person, firm or corporation, or to use and occupy me, upon such terms and conditions as it shall deem to be in its own best interest, and as to the lease or sale of any such Private Dwelling by Declarer, the right of first refusal and any right of redemption herein granted to the Association shall not be operative or effective in any manner.

B. Declarer shall have the absolute right to make any alterations in or improvements to any such Private Dwelling, including the right to alter the boundaries between two or more Private Dwellings owned by Declarer, and in connection with any such alterations or improvements to revise the Surveys annexed hereto and the Shares of one or more of the Private Dwellings as set forth in Exhibits A-1 and A-2; provided, that no such revision shall affect the Shares of consent of the affected Private Dwelling Owners and their respective mortgagees. An appropriate amendment to the Declaration reflecting any such revision in the Shares, and revised Surveys indicating any such alterations in the boundaries of any Private Dwelling shall be executed and recorded as provided in

subparagraphs 16A3 and 16A4, but need not be submitted to and approved by the Board of Directors or the members of the Association.

C. Nothing herein contained shall be deemed to avoid Declarer's obligation to pay any assessments levied by the Association against any Private Dwelling or Private Dwellings owned by Declarer, in accordance with the Shares, nor to limit Declarer's responsibility for complying with the other terms and conditions hereof in the same manner as any other Private Dwelling Owner, except as hereinabove set forth.

D. Declarer shall have the right to designate and select a majority of the persons who shall serve as members of the Board of Directors of the Association, for the period, in the manner and otherwise as provided in the Articles of Incorporation and/or By-Laws of the Association.

E. Any representative of the Declarer serving on the Board of Directors of the Association shall not be required to disqualify himself in any vote upon any management contract or other matter between JESSAMINE BANYAN TREE PROPERTY CORPORATION or its Agents and the Association where the JESSAMINE BANYAN TREE PROPERTY CORPORATION, or its Agents may have a pecuniary or other interest. Similarly, JESSAMINE BANYAN TREE PROPERTY CORPORATION, or its Agents, as a member of the Association, shall not be required to disqualify itself in any vote which may come before the membership of the Association upon any management contract or other matter between JESSAMINE BANYAN TREE PROPERTY CORPORATION and the Association where the said JESSAMINE BANYAN TREE PROPERTY CORPORATION may have a pecuniary or other interest.

## 20. LIENS:

A. Protection of Property: All liens against a Private Dwelling other than for permitted mortgages, taxes or special assessments, will be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and special assessments upon a Private Dwelling shall be paid before becoming delinquent.

B. Notice of Lien: A Private Dwelling owner shall give notice to the Association of every lien upon his Private Dwelling other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

C. Notice of Suit: Private Dwelling Owners shall give notice to the Association of every suit or other proceeding which will or may affect the title to his Private Dwelling or any other part of the Property, such notice to be given within five (5) days after the Private Dwelling owner receives notice thereof.

D. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.



E. Subrogation: No breach of the provisions contained herein shall defeat or adversely affect the lien of any mortgage at any time in good faith and for a valuable consideration upon such property, or any part thereof, made by a bank, real estate investment trust, savings and loan association insurance company authorized to transact business in the State of Florida and engaged the business of making loans constituting a first lien upon real property, but the rights and remedies hereby granted to the Declarer may be enforced against the owner of the of said properties subject to any such mortgage, notwithstanding such mortgage. purchaser at any sale upon foreclosure shall be bound by all of the provisions herein contained, and unless the purchaser is an institutional first mortgagee which had a mortgage on the Private Dwelling Unit at the time of the commencement of the foreclosure suit, or the Declarers.

21. JUDICIAL SALES:

A. No judicial sale of a Private Dwelling nor any interest therein shall be valid unless:

1. The sale is to a purchaser approved by the Board of Directors of the Association which approval shall be in recordable and shall be delivered to the purchaser and recorded in the Public Records of Volusia County, Florida, or

2. The same is a result of a public sale with open bidding.

B. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration or for which authorization has not been obtained pursuant to the terms of this Declaration, shall be void unless subsequently approved by the Board of of the Association.

C. In the event proceedings are instituted to foreclose any mortgage on any Private Dwelling, the Association, on behalf of one or more Private Dwelling Owners, shall have the right to redeem from the mortgagee for the amount thereon or to purchase such Private Dwelling at the foreclosure sale for the amount found to be due thereon in the foreclosure proceedings. Nothing herein contained shall preclude a bank, federal savings and loan association, life insurance company or any other recognized lending institution from owning a mortgage on any Private Dwelling, and such lending institution shall have an unrestricted, absolute right to take title to the Private Dwelling in settlement and satisfaction of said mortgage or to foreclose the mortgage in accordance with the terms thereof and the laws of the State of Florida and to bid upon said Private Dwelling at the foreclosure sale, provided said lending institution owning said mortgage shall give to the Association, its successors or assigns, written notice by certified mail of the said default at least thirty (30) days prior to the institution of foreclosure proceedings during which thirty (30) days the Association or such member or members thereof as may elect so to do shall have the right to cure such default by payment to such mortgagee of all sums due upon such default and following such payment, such mortgagee shall be required to waive such default, and if such default is not cured as aforesaid, and should the Association or any member thereof individually or collectively fail to purchase such

mortgage, together with any costs incident thereto, from such mortgagee, or fail to redeem such mortgage, then and in that event the mortgagee taking title on such foreclosure sale, or taking title in lieu of foreclosure sale, may acquire such Private Dwelling and occupy the same and let, re-let, sell and resell the same without complying with the restrictions limiting the occupation of said perty to persons approved by the Association. If the Association or any members, as aforesaid, redeems such mortgage or cures such default, it shall have a lien against the Private Dwelling for all sums expended in connection therewith, and shall have the same rights to collect such sums as in the case of a past due assessment.

When the holder of a mortgage must foreclose an individual condominium unit, the acquirer of title shall not be liable for the share of common expenses or assessment by the Association pertaining to such condominium parcel chargeable to the former unit owner which became due prior to acquisition of title as a result of the foreclosure unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid assessment shall become a common expense and shall be deemed to be a common expense collectible from all of the unit owners including such acquirer.

Nothing herein contained shall apply to the construction lender.

22. SEVERABILITY: In the event that any of the terms, provisions or covenants of this Declaration of Condominium are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

23. MISCELLANEOUS: Captions used in the Condominium Documents are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or the meaning of any of the text of the Condominium Documents.

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

IN WITNESS WHEREOF, the DECLARER has executed this Declaration of Condominium this 18<sup>th</sup> day of August 1975.

JESSAMINE BANYAN TREE PROPERTY  
CORPORATION

/s Jeffrey C. Sweet  
/s Jeanne J. Bodfish

By /s Grace I. Ecclestone  
Attest: /s Sandra J. Peterson

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County last aforesaid to take acknowledgments, personally appeared Grace I. Ecclestone and Sandra J. Peterson, well known to me to be the President and Secretary, respectively of Jessamine Banyan Tree Property Corporation, and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 18<sup>th</sup> day of August A. D., 1975

/s JoAnn Sautier  
Notary Public, State of Florida  
At Large

My Commission Expires: 12/20/78

Declaration of Condominium this 18th day of August,  
19 75.

JESSAMINE BANYAN TREE PROPERTY  
CORPORATION

[Signature] By [Signature]  
[Signature] Attest: [Signature]

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County last aforesaid to take acknowledgments, personally appeared Grace I. Ecclestone and Sandra J. Peterson, well known to me to be the President and Secretary, respectively of Jessamine Banyan Tree Property Corporation, and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal this 18th day  
of August, A. D., 1975.

[Signature]  
Notary Public, State of Florida  
at Large

My Commission Expires: 12/20/78

CERTIFICATE

The undersigned, as President and Secretary, respectively of Bayshore Club Management Association, Inc., a non-profit Florida corporation empowered to administer and manage Bayshore Bath and Tennis Club, a condominium, pursuant to Declaration of Condominium, recorded in Official Record Book 1794, Page 1007, Public Records of Volusia County, Florida hereby certify this amendment was duly adopted by owners of private dwelling units and by the members of the Board of Directors of the Condominium Association at their respective meetings duly and properly called for said purpose; and further that said amendment amends the parking space configuration as recorded in Official Record Book 1794, Pages 1088 and 1089, and in Official Record Book 1993, Pages 0578 and 0579 Public Records of Volusia County, Florida

BAYSHORE CLUB MANAGEMENT, INC.

*Jerry A. Hunt*  
*Shirley M. Walters*  
By *E. William Buss*  
President  
*Joan Alexander*  
Secretary

STATE OF FLORIDA  
COUNTY OF VOLUSIA

On this day personally appeared before me E. William Buss and Joan Alexander to me known and known to me to be the individuals described in and who executed the foregoing instrument and they duly acknowledged to me that they executed the same.

WITNESS my hand and official seal at Daytona Beach, Volusia County, Florida, this 27th day of March, A.D., 1980.

*Shirley M. Walters*  
Notary Public, State of Florida  
at Large

My Commission expires:

Notary Public, State of Florida at Large  
My Commission Expires June 24, 1983  
Bonded by American Fire & Casualty Company



Schedule A

Phase I

The westerly 265 ft. of Lots 5 and 6 and the southerly 7 ft. of the westerly 265 ft. of Lot 4, Block 20, East Daytona, as recorded in Map Book 2, page 106, Public Records of Volusia County, Florida, together with any and all riparian and littoral rights appertaining thereto.

Phase II

The easterly 70 ft. of the westerly 335 ft. of Lots 3, 4, 5 and 6, also the westerly 265 ft. of Lot 3 and the westerly 265 ft. of the northerly 93 ft. of Lot 4, all in Block 20, East Daytona, as recorded in Map Book 2, page 106, Public Records of Volusia County, Florida, together with any and all riparian and littoral rights appertaining thereto.

EXHIBIT A-1

BAYSHORE BATH & TENNIS CLUB

PHASES I & II

PERCENTAGE OF COMMON OWNERSHIP

No. Units	Type Apt.	Apt. Unit Livable Sq. Ft.	Percent Ownership Common Elements		Percent ownership to Whole	Percent of Common Ex-pense and Surplus
5	A	1,644	0.69222	=	3.46110	0.69222
88	B	1,210	0.50948	=	44.83424	0.50948
44	C	1,210	0.50948	=	22.41742 (1)	0.50948
<u>76</u>	D	822	0.34611	=	<u>26.30436</u>	0.34611
213					97.01712%	
					<u>68</u>	(amended 02/11/1993)

BUILDING #1 "B" LEVEL  
PROPOSED DINING ROOM, LOUNGE

Total to Common Element	<u>2.98318 %</u>
	100. %

(amended EXHIBIT A-1 to read as herein written – 02-11-1993)

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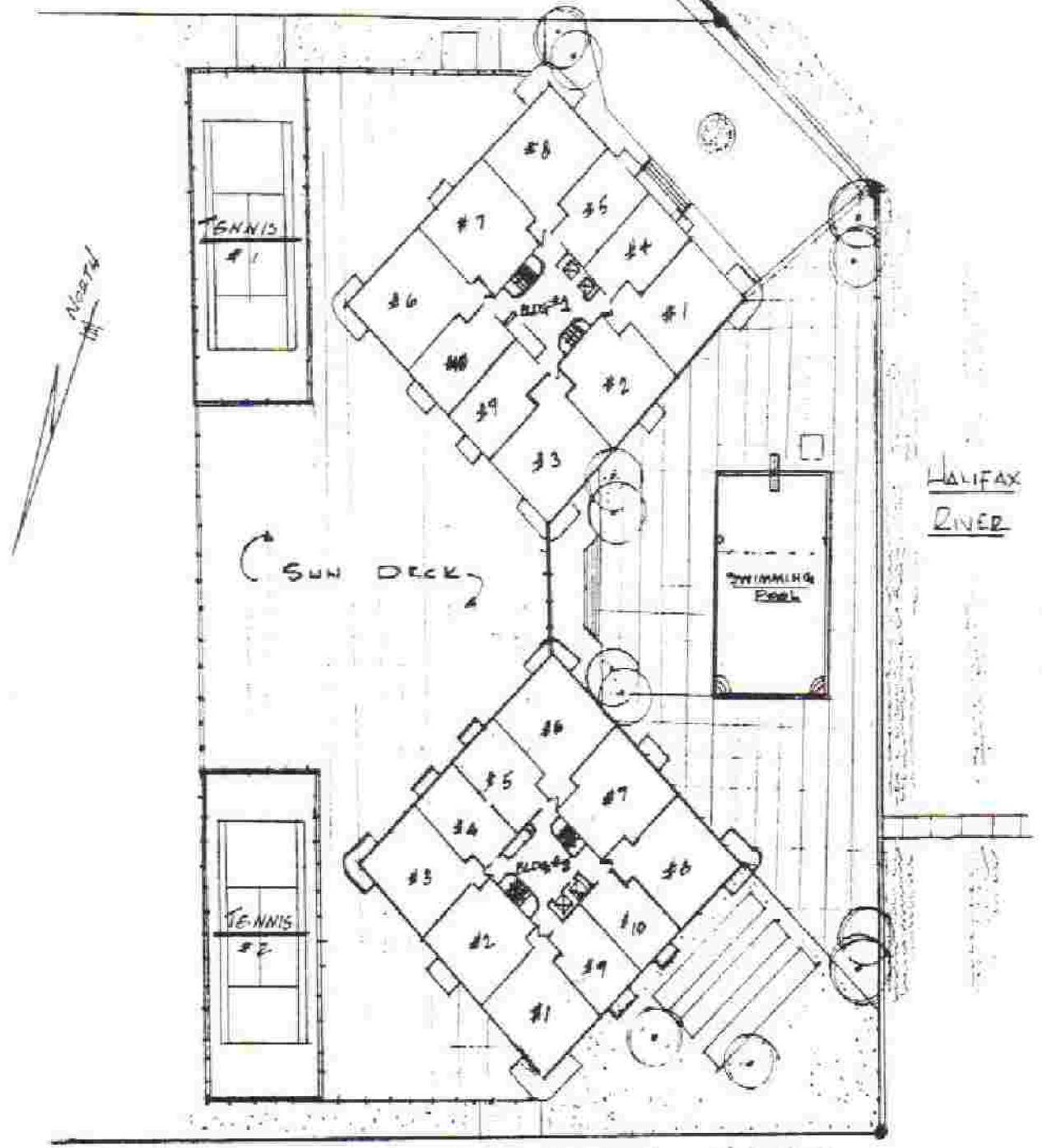
Per Management on 11-19-2007

Monthly maintenance assessment is not applicable to Managers apartment.

1 bedroom	0.35864
2 bedroom	0.52792
3 bedroom	0.71727
	100

JESSAMINE BLVD.

EXHIBIT A-2.1



Numbers represent apartment tier levels. Individual apartment numbers can be found at Exhibits A-2.2 and A-2.3.



Tier Level	1	2	3	4	5
Type	B	C	B	D	D
Location	West Corner Water	West Water	North Corner Court	South Water	South Water
Sq. Ft.	1,210	1,210	1,210	822	822
Bedroom	2	2	2	1	1
Bath	2	2 Conv	2	1 ½	1 ½
	PENTHOUSE			PENTHOUSE	
11	1101	1102	1103	1104	1105
10	1001	1002	1003	10	1005
9	901	902	903	904	905
8	801	802	803	804	805
7	701	702	703	704	705
6	601	602	603	604	605
5	501	502	503	504	505
4	401	402	403	404	405
3	301	302	303	304	305
2	201	202	203	204	205
1	101	102	103	104	105

Building No 1	LOCATION OF CONDOMINIUM UNITS				
Apartment					
Tier Level	6	7	8	9	10
Type	B		B	D	D
	East Corner Court	East	South Corner Water	North Court	North Court
Sq. Ft.	1,210	1,210	1,210	822	822
Bedroom	2	2	2	1	1
Bath	2	2 Conv	2	1 ½	1 ½
	PENTHOUSE				
11	1106	1107	1108	1109	3 Bedroom
10	1006	1007	1008	1009	1010
9	906	907	908	909	910
8	806	807	808	809	810
7	706	707	708	709	710

EXHIBIT A-2.2

Apartment Tier Level	6	7	8	9	10
6	606	607	808	909	910
5	506	507	508	509	510
4	406	407	408	409	410
3	306	307	308	309	310
2	206	207	208	209	3
1	106	107	108	109	Bedroom 110

EXHIBIT A-2.3

Building No. 2	LOCATION OF CONDOMINIUM UNITS				
Apartment Tier Level	1	2	3	4	5
Type	B	C	B	D	D
Location	North Corner Water	North	East Corner Court	East Court	East Court
Sq. Ft.	1,210	1,210	1,210	822	822
Bedroom	2	2 Conv	2	1	1
Bath	2	2	2	1 ½	1 ½
	PENTHOUSE			PENTHOUSE	
11	1101	1102	1103	1104	1105
10	1001	1002	1003	1004	1005
9	901	902	903	904	905
8	801	802	803	804	805
7	701	702	703	704	705
6	601	602	603	604	605
5	501	502	503	504	505
4	401	402	403	404	405
3	301	302	303	304	305
2	201	202	203	204	205
1	101	102	103	Lobby	105

Building No.	LOCATION OF CONDOMINIUM UNITS				
Apartment Tier Level	6	7	8	9	10
Type	B	C	B	D	D

Location	South Corner Water	South Water	West Corner Water	West Water	West Water
Sq. Ft.	1,210	1,210	1,210	822	822
Bedroom	2	2	2	1	1
Bath	2	Conv 2	2	1 ½	1 ½
PENTHOUSE					
11	1106	1107	1108	1109	3 Bedroom
10	1006	1007	1008	1009	3 Bedroom
9	906	907	908	909	910
8	806	807	808	809	810

EXHIBIT A-2.3

(CONTINUED)

Building No. 2

Apartment

Tier Level	6	7	8	9	10
7	706	707	708	908	710
6	606	607	608	609	610
5	506	507	508	509	3 Bedroom
4	406	407	408	40	410
3	306	307	308	309	310
2	206	207	208	209	210
1	106	107	108	109	110

Amended/added, approved by the Board at annual meeting 11-5-87 EXHIBIT A-3

Configuration and Location of Common Element Parking Spaces

AMENDMENT TO DECLARATION OF CONDOMINIUM

Re: Bayshore Bath & Tennis Club, a condominium; more particularly described as follows, to wit:

Phase I

The westerly 265 ft. of Lots 5 and 6 and the southerly 7 ft. of the ly 265 ft. of Lot 4, Block 20, East Daytona, as recorded in Map Book 2, e 106, Public Records of Volusia littoral rights appertaining thereto; and

Phase 11

The easterly 70 ft. of the westerly 335 ft. of Lots 3, 4, 5, and 6, also the westerly 265 ft. of Lot 4, all in Block 20, East Daytona, as recorded in Map Book 2, Page 106, Public Records of Volusia County, Florida, together with any d all riparian and littoral rights appertaining thereto.

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Unit Owners hereby amend the Declaration of Condominium for Bayshore Bath & Tennis Club, a condominium, as recorded in Official Record Book 1794, Page 1007, Public Records of Volusia County, Florida and as amended in official Record Book 1993, Pages 0578 and 0579 Public Records of Volusia County, Florida by amended the parking space diagram recorded in Official Record Book 1794, Pages 1088 and 1089 and as amended in Official Record Book 1993, Pages 0578 and 0579 Public Records of Volusia County, Florida.

The amendment clarifies the configuration and location of limited common element parking spaces as described above. The amendments neither enlarge or diminish common element or limited common element property, nor change the configuration or size of any condominium unit in any material fashion, nor materially alter or modify the appurtenances to the unit, nor change the proportion or percentage by which unit owners share the common expenses and/or own the common surplus. The limited common element parking space plot plan requires clarification as a result of the following, to-wit:

(1) On August 21, 1975 the developer of Bayshore Bath & Tennis Club, a condominium caused to be recorded a Declaration of Condominium in the Public Records of Volusia County, Florida. A portion of said declaration describes limited common element parking spaces as more particularly shown in Official Record Book 1794, Pages 1088 and 1089 Public Records of Volusia County, Florida.

(2) The developer subsequently resurfaced and relocated parking spaces; amending the original parking space plot plan amendment found at Official Record Book 1993, Pages 0578 and 0579 Public Records Volusia County, Florida. Both the configuration and numerical designation in the amended plot plan is illegible and required clarification.

Unit Owners hereby amend the Declaration of Condominium as follows:

(1) The parking space plot plan as found in Exhibits H-6 and recorded in Official Record Book 1794, Pages 1088 and 1089, and as amended in Official Record Book 1993, Pages 0578 and 0579 Public Records of Volusia County, Florida as hereby amended to conform to the parking space plot plan attached hereto as Exhibits "A" and "B"; provided however, that nothing contained herein shall amend or otherwise alter any other graphic descriptions and/or references as contained in Exhibits H-6 and H-7 recorded in Official Record Book 1794, pages 1088 and 89, Public Records of Volusia County, Florida.

(2) The Declaration of Condominium is further amended by the addition of Exhibit "C", said Exhibit being a compilat of each unit number and the limited common element parking space designated for said unit.

Although the amendments neither enlarge or diminish co on element or limited common element property; nonetheless and for purposes of clarification, said property, and the Exhibits attached hereto, are hereby, to the extent required by law, resubmitted to the condominium form of ownership, and her, are submitted to all the terms and conditions of the Declaration of Condominium found in official Record Book 1794, Page 1007 Public Records of Volusia County, Florida. All portions of the Declaration of Condominium and Exhibits attached thereto, and any prior amendments, are hereby modified to conform to this amendment and the Exhibits attached hereto.

Exhibit A and Exhibit B, attached hereto, are further at Map Book 36, Pages 180 and 181, Public Records of Volusia County, Florida.

CERTIFICATE

The undersigned, as President and Secretary, respectively of Bayshore Club Management Association, Inc., a non-profit Florida corporation empowered to administer and manage Bayshore Bath and Tennis Club, a condominium, pursuant to Declaration of Condominium, recorded in Official Record Book 1794, Page 1007, Public Records of Volusia County, Florida hereby certify this amendment was duly adopted by owners of private dwelling units and by the members of the Board of Directors of the Condominium Association at their respective meetings duly and properly called for said purpose; and further that said amendment amends the parking space configuration as recorded in Official Record Book 1794, Pages 1088 and 9, and in Official Record Book 1993, Pages 0578 and 0579 Public Records of Volusia County, Florida.

BAYSHORE CLUB MANAGEMENT, INC.

<u>/s Jeffrey C. Sweet</u>	By	<u>/s E. William Buss</u>
		President
<u>/s Shirley M. Walters</u>		<u>/s Joan Alexander</u>
		Secretary

STATE OF FLORIDA  
COUNTY OF VOLUSIA

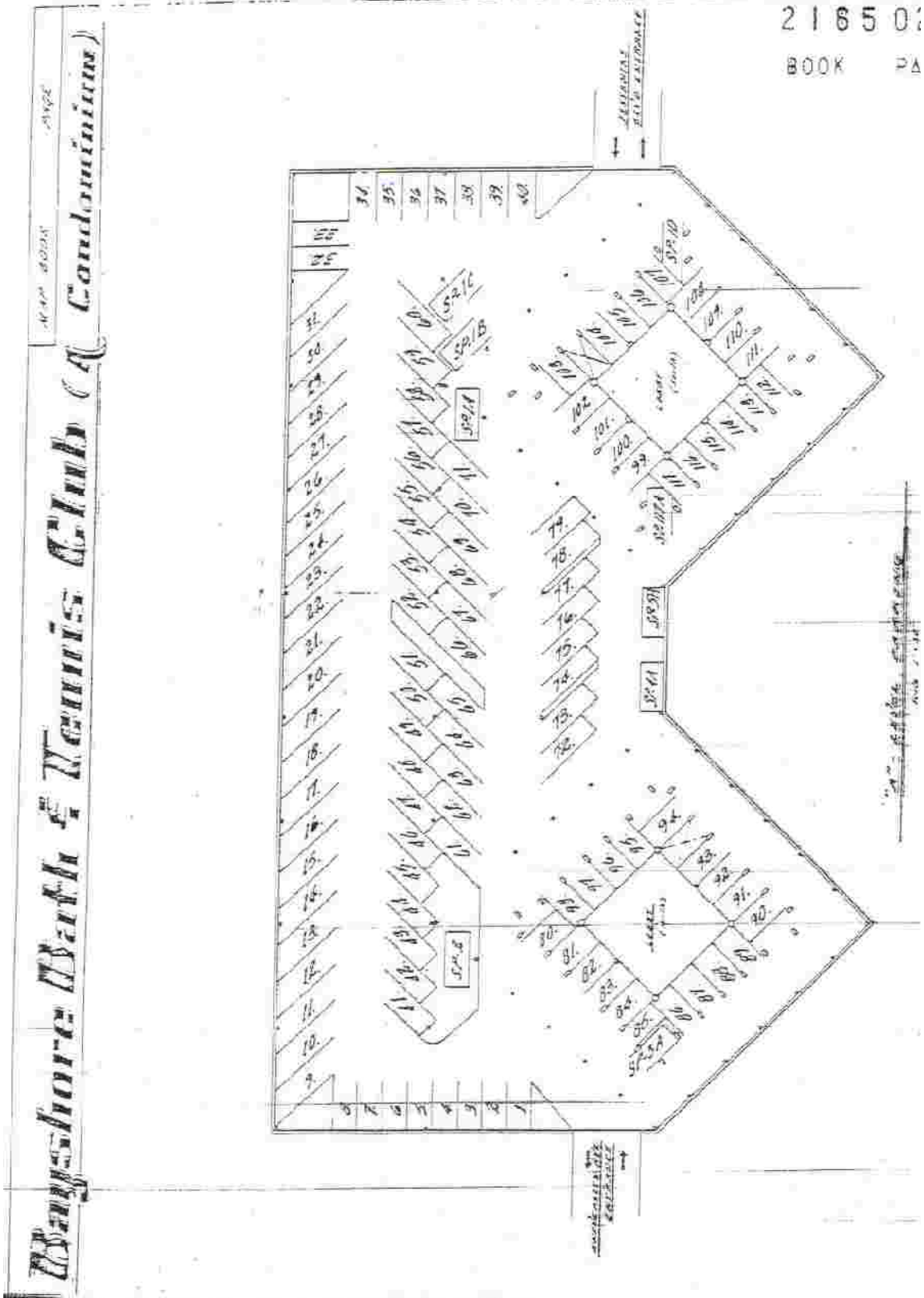
On this day personally appeared before me E. William Buss and Joan Alexander to me known and known to me to be the individuals described in and who executed the foregoing instrument and they duly acknowledged to me that they executed the same.

WITNESS my hand and official seal at Daytona Beach, Volusia County, Florida, this 27<sup>th</sup>, day of March, A.D., 1980.

/s Shirley M. Walters  
Notary Public, State of Florida

My Commission Expires:

PARKING AMENDMENT Exhibit "A.3-A" (A Level)



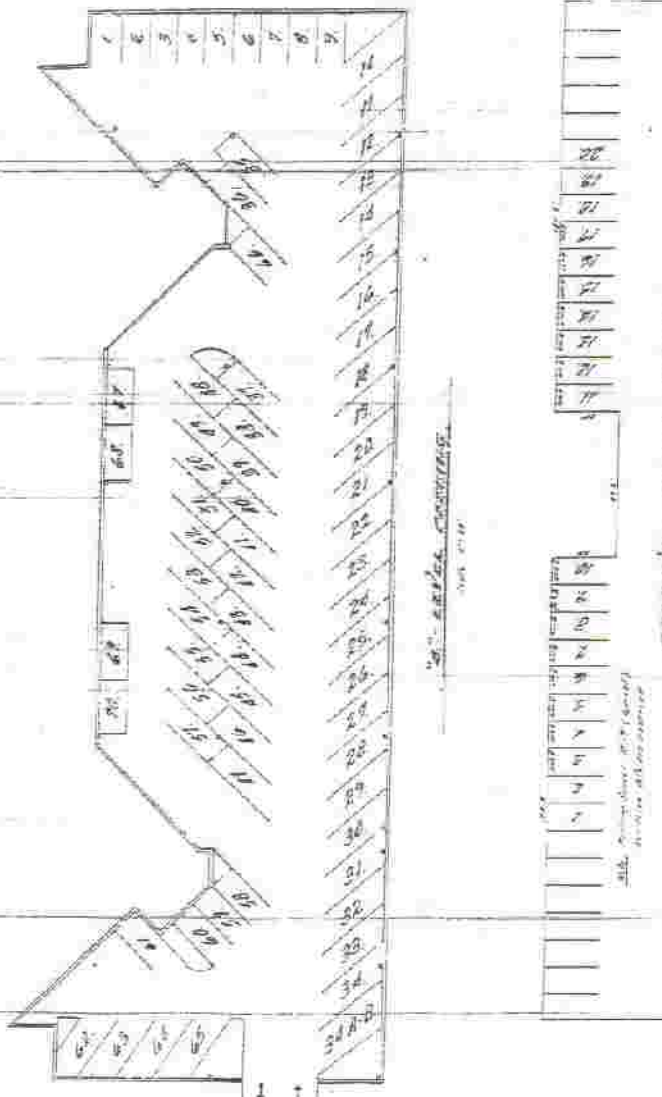
PARKING AMENDMENT Exhibit - "A.3-B" (B Level and outside)

2165 0287

BOOK PAGE

CONDOMINIUM

CONDOMINIUM



CONDOMINIUM

1. The proposed amendment to the Condominium Documents shall be subject to the approval of the Board of Directors of the Condominium Association, Inc. and the majority of the unit owners. The Board of Directors shall have the authority to modify the number and location of parking spaces at any time. The Board of Directors shall also have the authority to modify the rules and regulations governing the use of the parking spaces.

2. The proposed amendment shall be subject to the approval of the Board of Directors of the Condominium Association, Inc. and the majority of the unit owners. The Board of Directors shall have the authority to modify the number and location of parking spaces at any time. The Board of Directors shall also have the authority to modify the rules and regulations governing the use of the parking spaces.

CONDOMINIUM

3. The proposed amendment shall be subject to the approval of the Board of Directors of the Condominium Association, Inc. and the majority of the unit owners. The Board of Directors shall have the authority to modify the number and location of parking spaces at any time. The Board of Directors shall also have the authority to modify the rules and regulations governing the use of the parking spaces.



BAYSHORE BATH AND TENNIS CLUB A CONDO      UM,  
SOUTH TOWER (TOWER 1)

<u>UNIT NO.</u>	<u>PARKING SPACE</u>	<u>UNIT NO.</u>	<u>PARKING SPACE</u>
101 S (I)	54 "A"	406 S (I)	38 "A"
102 S (I)	20 "B"	407 S (I)	13 "B"
103 S (I)	76 "A"	408 S (I)	37 "B"
104 S (I)	44 "B"	409 S (I)	67 "A"
105 S (I)	34 "A"	410 S (I)	0 "A"
106 S (I)	Managers Unit	501 S (I)	61 "B"
107 S (I)	55 "A"	502 S (I)	15 "B"
108 S (I)	65 "B"	503 S (I)	58 "A"
109 S (I)	Lobby	504 S (I)	36 "B"
110 S (I)	63 "B"	505 S (I)	59 "A"
201 S (I)	29 "B"	506 S (I)	39 "B"
202 S (I)	64 "B"	507 S (I)	30 "B"
203 S (I)	71 "A"	508 S (I)	45 "B"
204 S (I)	25 "B"	509 S (I)	22 "B"
205 S (I)	105 "A"	510 S (I)	60 "A"
206 S (I)	35 "B"	601 S (I)	62 "B"
207 S (I)	57 "B"	602 S (I)	21 "B"
208 S (I)	40 "B"	603 S (I)	28 "A"
209 S (I)	56 "A"	604 S (I)	27 "B"
210 S (I)	56 "A"	605 S (I)	79 "A"
301 S (I)	34 "B"	606 S (I)	107 "A"
302 S (I)	17 "B"	607 S (I)	26 "B"
303 S (I)	35 "A"	608 S (I)	23 "B"
304 S (I)	33 "B"	609 S (I)	65 "A"
305 S (I)	58 "B"	610 S (I)	57 "A"
306 S (I)	55 "B"	701 S (I)	59 "B"
307 S (I)	8 "B"	702 S (I)	77 "A"
308 S (I)	56 "B"	703 S (I)	50 "B"
309 S (I)	47 "B"	704 S (I)	7 "B"
310 S (I)	49 "B"	705 S (I)	27 "A"
401 S (I)	51 "B"	706 S (I)	16 "B"
402 S (I)	24 "B"	707 S (I)	28 "B"
403 S (I)	43 "B"	708 S (I)	31 "B"
404 S (I)	48 "B"	709 S (I)	99 "A"
405 S (I)	32 "A"	710 S (I)	53 "B"

UNIT NO.	PARKING SPACE	UNIT NO.	PARKING SPACE
801 S (I)	36 "A"	1107 S (I)	54 "B"
802 S (I)	102 "A"	1108 S (I)	19 "B" and
803 S (I)	38 "B"	1105 S (I)	18 "B"
804 S (I)	103 "A"	1109 S (I)	78 "A"
805 S (I)	101 "A"	1110 S (I)	78 "A"
806 S (I)	32 "B"		
807 S (I)	69 "A"		
808 S (I)	46 "B"		
809 S (I)	109 "A"		
810 S (I)	106 "A"		
901 S (I)	25 "A"		
902 S (I)	112 "A"		
903 S (I)	and 23 "A" and		
909 S (I)	24 "A"		
904 S (I)	74 "A"		
905 S (I)	60 "B"		
906 S (I)	70 "A"		
907 S (I)	12 "B"		
908 S (I)	104 "A"		
909 S (I)	and 24 "A"		
910 S (I)	111 "A"		
1001 S (I)	29 "A"		
1002 S (I)	SPID "A"		
1003 S (I)	75 "A"		
1004 S (I)	68 "A"		
1005 S (I)	53 "A"		
1006 S (I)	39 "A"		
1007 S (I)	11 "B"		
1008 S (I)	14 "B"		
1009 S (I)	114 "A"		
1010 S (I)	SP 117 "A"		
1101 S (I)	41 "B"		
1102 S (I)	SP 4 "A"		
1103 S (I)	SP 1B "A"		
1104 S (I)	116 "A"		
1105 S (I)	and 18 "B" and		
1108 S (I)	19 "B"		
1106 S (I)	37 "A"		

BAYSHORE BATH AND TENNIS CLUB A CONDOMINIUM,  
NORTH TOWER (OWER II)

<u>UNIT NO.</u>	<u>PARKING SPACE</u>	<u>UNIT NO.</u>	<u>PARKING SPACE</u>
101 N (II)	13 "A"	406 N (II)	46 "A"
102 N (II)	17 Outside	407 N (II)	1 "A"
103 N (II)	110 "A"	408 N (II)	50 "A"
104 N (II)	Lobby	409 N (II)	4 "A"
105 N (II)	16 Outside	410 N (II)	84 "A"
106 N (II)	66 "B"	501 N (II)	66 "A"
107 N (II)	26 "A"	502 N (II)	31 "A"
108 N (II)	81 "A"	503 N (II)	67 "B"
109 N (II)	95 "A"	504 N (II)	SP 5 "A"
110 N (II)	2 "B"	505 N (II)	69 "B"
201 N (II)	68 "B"	506 N (II)	42 "A"
202 N (II)	34A "B"	507 N (II)	51 "A"
203 N (II)	5 "B"	508 N (II)	61 "A"
204 N (II)	115 "A"	509 N (II)	
		And	80 "A"
		510 N (II)	
205 N (II)	100 "A"		
206 N (II)	3 "B"	601 N (II)	42 "B"
207 N (II)	43 "A"	602 N (II)	SP1C "A"
208 N (II)	45 "A"	603 N (II)	9 "A"
209 N (II)	63 "A"		
and	and		
210 N (II)	64 "A"	604 N (II)	14 Outside
301 N (II)	44 "A"	605 N (II)	93 "A"
302 N (II)	30 "A"	606 N (II)	6 "B"
303 N (II)	2 "A"	607 N (II)	5 "A"
304 N (II)	6 "A"	608 N (II)	97 "A"
305 N (II)	22 "A"	609 N (II)	SP1A "A"
306 N (II)	47 "A"	610 N (II)	88 "A"
307 N (II)	49 "A"	701 N (II)	86 "A"
308 N (II)	85 "A"	702 N (II)	70 "B"
309 N (II)	83 "A"	703 N (II)	11 "A"
310 N (II)	3 "A"	704 N (II)	4 "B"
401 N (II)	90 "A"	705 N (II)	33 "A"
402 N (II)	117 "A"	706 N (II)	10 "B"
403 N (II)	96 "A"	707 N (II)	89 "A"
404 N (II)	10 Outside	708 N (II)	9 "B"
405 N (II)	1 "B"	709 N (II)	12 Outside

NORTH TOWER (TOWER II) Continued

<u>UNIT NO.</u>	<u>PARKING SPACE</u>	<u>UNIT NO.</u>	<u>PARKING SPACE</u>
801 N (II)	52 "A"	1107 N (II)	15 "A"
802 N (II)	48 "A"	1108 N (II)	20 "A"
803 N (II)	62 "A"	1109 N (II)	
		and	
804 N (II)	113 "A"	1110 N (II)	41 "A"
805 N (II)	108 "A"		
806 N (II)	82 "A"		
807 N (II)	8 "A"		
808 N (II)	98 "A"		
809 N (II)	9 Outside		
810 N (II)	87 "A"		
901 N (II)	16 "A"		
902 N (II)	91 "A"		
903 N (II)	94 "A"		
904 N (II)	7 Outside		
905 N (II)	8 Outside		
906 N (II)	17 "A"		
907 N (II)	18 "A"		
908 N (II)	11 Outside		
909 N (II)	6 Outside		
910 N (II)	13 Outside		
1001 N (II)	52 "B"		
1002 N (II)	10 "A"		
1003 N (II)	21 "A"		
1004 N (II)	15 Outside		
1005 N (II)	3 Outside		
1006 N (II)	SP2 "A"		
1007 N (II)	19 "A"		
1008 N (II)	72 "A"		
	and	and	
1009 N (II)	73 "A"		
1010 N (II)			
1101 N (II)	12 "A"		
1102 N (II)	SP3 "A"		
1103 N (II)	7 "A"		
1104 N (II)	5 Outside		
1105 N (II)	4 Outside		
1106 N (II)	14 "A"		

EXHIBIT B

ARTICLES OF INCORPORATION  
OF  
BAYSHORE CLUB MANAGEMENT ASSOCIATION, INC.  
(A Non-Profit Florida Corporation)  
(As Amended)

The undersigned, in order to form a corporation under and accordance with the provisions of the laws of the State of Florida for the formation of corporations not for profit, hereby associate ourselves into a corporation for the purposes and with the powers hereinafter mentioned.

ARTICLE I

The name of the corporation shall be:  
BAYSHORE CLUB MANAGEMENT ASSOCIATION, INC.

ARTICLE II

The purpose and object of the corporation shall be to administer the operation and management of Bayshore Bath & Tennis Club, a condominium (hereinafter referred to as the "Condominium"), consisting of ~~up to four (4)~~ two (2) buildings ~~containing up to 426 dwelling units,~~ and the common elements appurtenant thereto, to be established in accordance with the Condominium Act of the State of Florida, upon property located in Volusia County, Florida, described as follows, to-wit: (amended/recorded 04/18/1979)

Schedule A

Phase I

The westerly 265 ft. of Lots 5 and 6 and the southerly 7 ft. of the westerly 265 ft. of Lot 4, Block 20, East Daytona, as recorded in Map Book 2, Page 106, Public Records of Volusia County, Florida, together with any and all riparian and littoral rights appertaining thereto.

Phase II

The easterly 70 ft. of the westerly 335 ft. of Lots 3, 4, 5, and 6, also the westerly 265 ft. of Lot 3 and the westerly 265 ft. of the northerly 93 ft. of Lot 4, all in Block 20, East Daytona as recorded in Map Book 2, Page 106, Public Records of Volusia County, Florida, together with any and all riparian and littoral rights appertaining thereto.

Schedule B

The easterly 335 ft. of Lots 3, 4, and 5, together with the westerly 165 ft of the easterly 335 ft, and the northerly 10 ft. of the easterly 100 ft. of Lot 6, all in Block 20, East

Daytona, as recorded in Map Book 2, Page 106, Public Records of Volusia County, Florida

And to undertake the performance of all acts and duties incident to the administration of the operation and management of said Condominium in accordance with the terms, provisions, conditions and authorizations contained in these Articles, and which may be contained in the formal Declaration of Condominium which will be recorded in the Public Records of Volusia County, Florida, at the time of the property, and the improvements now or hereafter situated thereon, are su to a plan of condominium ownership; and to own, operate, lease, sell, trade and otherwise deal with such property, whether real of personal, as may be necessary or convenient in the administration of the operation and management of the Condominium. The corp shall be conducted as a non-profit organization for the benefit of its members and shall make no distributions of income to its members, directors or officers.

### ARTICLE III

A. The powers of the corporation shall include the following:

1. The corporation shall have all of the powers and privileges granted to corporations not for profit under the law pursuant to which this corporation is chartered.

2. The corporation shall have all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration as it may be amended from time to time, including, but not limited to the following:

(a) To make the established reasonable rules and regulations governing the use of private dwellings, common elements and limited common areas in the Condominium as said terms may be defined the Declaration of Condominium to be recorded.

(b) To make and collect assessments against members of the corporation to defray the common expenses of the condominium as provided in the Declaration of Condominium and in the By-Laws of this corporation which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing and otherwise and dealing with such property, whether real of personal, including private dwellings the Condominium, which may be necessary or convenient in the operation management of the Condominium and in accomplishing the purposes set forth in the Declaration of Condominium. Approval of 75% of the total voting interests shall be required to acquire, convey, lease or mortgage Association real property. (amended/recorded 11/15/1991)

(c) To maintain, repair, replace, operate and manage the Condominium and the property comprising same, including the right to reconstruct

improvements after casualty and to make further improvements of the Condominium property.

(d) To contract for the management of the Condominium and to delegate to such contractor all of powers and duties of the corporation except those which may be required by the Declaration of Condominium to have approval of the Board of Directors of membership of the corporation.

(e) To enforce the provisions of said Declaration of Condominium, these Articles of Incorporation, the By-Laws of the corporation which may be hereafter adopted, and the rules and regulations governing the use of said Condominium as same may be hereafter established.

(f) To exercise, undertake, and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Corporation pursuant to the Declaration of Condominium aforementioned.

3. The association shall maintain accounting records according to good accounting practices which shall be to inspection by unit owners or their authorized representatives at reasonable times and written summaries of which shall be supplied at least annually to unit owners or their authorized representatives.

4. A copy of each insurance policy obtained by the association shall be made available for inspection by unit owners at reasonable times. In any legal action in which the association may be exposed to liability in excess of insurance coverage protecting it and the unit owners, association shall give notice of the exposure within a reasonable time to all unit owners who may be exposed to the liability and they shall have the right to intervene and defend.

B. Transfer of association control from the developer to unit owners shall occur as follows:

1. When unit owners other than the developer own fifteen percent (15%) or more of the units that will be operated ultimately by the association, the unit owners other than the developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the association. Unit owners other than the

developer shall be entitled to elect not less than the majority of the members of the Board of Directors of the association three (3) years after \_\_\_\_\_ by the developer have been closed of fifty (50%) percent of the units that will be operated ultimately by the association, or three (3) months after sales have been closed by the developer of ninety percent (90%) of the units that will be operated ultimately by the association, or when all of the units that will be operated ultimately by the association have been completed and some of them have been sold and none of the others are being offered for sale by the developer in the ordinary course of business, whichever shall first occur. The developer shall be entitled to elect not less than one (1) member of the Board of Directors of the association as long as the developer holds for sale in the ordinary course of business any condominium units operated by the association.

2. Within sixty (60) days after unit owners other than the developer are entitled to elect a member or members of the Board of Directors of the association, the association shall call and give not less than thirty (30) days nor more than forty (40) days' notice of a meeting of the unit owners for this purpose. Such meeting may be called and the notice given by any unit owner if the association fails to do so.

3. If a developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the developer:

(a) Assessment of the developer as a unit owner for capital improvements;

(b) Any action by the association that would be detrimental to the sale of units by the developer.

#### ARTICLE IV

The qualification of the members, the manner of their \_\_\_\_\_ ion to membership and termination of such membership, and voting by members shall be as follows:



1. Owners of all private dwellings in the Condominium shall be members of this corporation, and no other person shall be entitled to membership except as provided in Section 5 of this Article IV.

2. Membership shall be established by the acquisition of title to a private dwelling in the Condominium, or by acquisition of a fee ownership interest therein, whether by conveyance, devise, judicial decree or otherwise, and the membership of any party shall be automatically terminated upon his being divested of all title to or his entire fee ownership interest in any private dwelling, except that nothing herein contained shall be construed as terminating the membership of any party who may own two or more private dwellings, or who may own a fee ownership interest in two or more private dwellings, so long as such party shall retain title to or a fee ownership interest in any private dwelling.

3. The interest of a member in the funds and assets of the corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his private dwelling. The funds and assets of the corporation shall belong solely to the corporation subject to the limitation that the same be expended, held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration of Condominium and in the By-Laws which may be hereafter adopted.

4. On all matters on which the membership shall be entitled to vote, there shall be only one vote for each private dwelling in the Condominium, which vote may be exercised or cast by the owner or owners of each private dwelling in such manner as may be provided in the By-Laws hereafter adopted by the corporation. Should any member own more than one private dwelling, such member shall be entitled to exercise or cast as many votes as he owns private dwellings, in the manner provided by BY-Laws.

5. Until such time as the property described in Article I hereof, and the improvements which may be hereafter constructed thereon, are submitted to a plan of condominium ownership by the recordation of said Declaration of Condominium, the membership of the corporation shall be comprised of the subscribers to these Articles, each of which subscribers shall be entitled to cast one vote on all matters of which the membership shall be entitled to vote.

## ARTICLE V

The term of the corporation shall be perpetual.

ARTICLE VI

The principal office of the corporation shall be located at 925 North Halifax Avenue, Daytona Beach, Florida 32018, but the corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors.

ARTICLE VII

The affairs of the corporation shall be managed by the President of the corporation assisted by the Vice-President, Secretary and Treasurer and, if any, other vice-presidents, assistant secretaries and assistant treasurers, subject to the directions of the Board of Directors. The Board of Directors, or the President, with the approval of the Board of Directors, may employ a managing agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of the Condominium, and the affairs of the corporation, and any such person or entity may be so employed without regard to whether such person or entity is a member of the corporation or a director or officer of the corporation, as the case may be.

ARTICLE VIII

The number of members of the first Board of Directors of the corporation shall be three (3). The number of members of succeeding Boards of Directors shall be as provided from time to time by the Bylaws of the corporation. The members of the Board of Directors shall be elected by the members of the corporation at the annual meeting of the membership as provided by the By-Laws of the corporation, ~~and at least a majority of all members~~ of the Board of Directors shall be members of the corporation or shall be authorized representatives, officers or employees of a corporate member of the corporation. The transfer of association control from the first directors to the unit owners shall occur, as provided in Article III, B. of these Articles of Incorporation. (amended/recorded 11/20/1986)

ARTICLE IX

The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or are removed, are as follows:

<u>Name</u>	<u>Address</u>
Wesley A. Fink	149 Broadway  Daytona Beach, Florida
Arnold L. Perry	925 North Halifax Avenue  Daytona Beach, Florida

Oscar Dobrow

925 North Halifax Avenue

Daytona Beach, Florida

#### ARTICLE X

The subscribers to these Articles of Incorporation are the three (3) persons herein named to act and serve as members of the first Board of Directors of the corporation, the names of which subscribers and their post office addresses are more particularly set forth in Article IX above.

#### ARTICLE XI

The officers of the corporation who shall serve until first election under these Articles of Incorporation shall be the following:

President – Oscar Dobrow

Vice-President – Arnold L. Perry

Secretary-Treasurer – Wesley A. Fink

#### ARTICLE XII

The first By-Laws of the corporation shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

#### ARTICLE XIII

Every director and every officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel 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 corporation, or any settlement thereof, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful neglect of the performance of his duties, provided, that in the event of a settlement, the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the corporation. 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.

#### ARTICLE XIV

Amendments to these Articles of Incorporation shall be proposed and adopted by the corporation in the following manner:

(a) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) A resolution adopting a proposed amendment must receive an approval of sixty percent (60%) of the votes of the entire membership of the Board of Directors and sixty percent (60% of the votes of the entire membership of the association. Directors and members not present at the meetings considering the amendment may express their approval in writing. (amended/recorded 24-18-79)

(c) Initiation. An amendment may be proposed by either the Board of Directors or by the membership of the association, and after being proposed and approved by one of such bodies, it must be considered by the other.

(d) Recording. A copy of each amendment shall be certified by at least two (2) officers of the Association as having been duly adopted and shall be effective when recorded in the Public Records of Volusia County, Florida, which identification on the first page thereof of the book and page of the public records where the Declaration is recorded. A copy of each amendment that has been adopted and recorded must be filed with Florida's Department of State.(amended/recorded 12/05/1990) **(amended/recorded 2-11-93)**

IN WITNESS WHEREOF, the subscribers have affixed their signatures this (11<sup>th</sup>) day of (August), A. D., 1975. *(added dates/above 8-11-1975)*

\_\_\_\_\_(SEAL)

Wesley A. Fink

\_\_\_\_\_(SEAL)

Arnold L. Perry

\_\_\_\_\_(SEAL)

Oscar Dobrow

STATE OF FLORIDA )

: ss.

COUNTY OF VOLUSIA )

Before me, the undersigned authority, \personally appeared WESLEY A. FINK, ARNOLD L. PERRY and OSCAR DOBROW, to me well known and known to me to be

the persons described in and who executed the foregoing Articles of Incorporation, and acknowledged to and before me that they executed said instrument for the uses and purposes therein expressed.

(continued)

WITNESS my hand and official seal this 11<sup>th</sup> day of August, A.D., 1975

*/s Gay E. Rickmyre*\_\_\_\_\_

Notary Public, State of Florida

At large

My Commission Expires: **7-8-79**



STATE OF FLORIDA

DEPARTMENT OF STATE



I, RICHARD (DICK) STONE, Secretary of State of the State of Florida, do hereby certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

BAYSHORE CLUB MANAGEMENT ASSOCIATION, INC.

a corporation not for profit organized and existing under the Laws of the State of Florida, filed on the 6th day of September, A.D., 1972, as shown by the records of this office.

GIVEN under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 7th day of September, A.D., 1972.



Richard (Dick) Stone

SECRETARY OF STATE

BY-LAWS  
OF  
BAYSHORE CLUB MANAGEMENT ASSOCIATION, INC.  
A corporation not for profit under the  
Laws of the State of Florida

I - IDENTITY

These are the By-Laws of BAYSHORE CLUB MANAGEMENT ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on the 6th day of September, 1972. THE BAYSHORE CLUB MANAGEMENT ASSOCIATION, INC. (hereinafter called the "Association"), has been organized for the purpose of (1) administering the operation and management of BAYSHORE BATH & TENNIS CLUB, a condominium (hereinafter called the "Condominium"), a condominium established or to be established in accordance with the Condominium Act of the State of Florida upon the property located in Daytona Volusia County, Florida, more particularly described in Schedule A, attached to the Declaration of Condominium, upon which property there is being or has been constructed BAYSHORE BATH & TENNIS CLUB, a Condominium, consisting of two (2) buildings containing 213 dwelling units and appurtenant improvements, and (2) administering the operation and management of any other condominium property which may be established in accordance with the Condominium Act upon real property lying within Volusia County, Florida, ~~more particularly described in Schedule B attached to the Declaration of Condominium.~~ (amended 11/5/87)

A. The provisions of these By-Laws are applicable to the Condominium and the terms and provisions hereof are ex subject to the effect of the terms, provisions, conditions and authorizations contained in the Articles of Incorporation and which may be contained in the formal Declaration of Condominium which will be recorded in the Public Records of Volusia County, Florida, at the time said property and the improvements now or hereafter situate thereon are submitted to the plan of condominium ownership, the terms and provisions of said Articles of Incorporation and Declaration of Condominium to be controlling wherever the same may be in conflict herewith.

B. All present or future owners, tenants, future tenants or their employees, or any other person that might use the Con minium or any of the facilities thereof in any manner, are subject to the regulations set forth in these By-Laws and in said Articles of Incorporation and Declaration of Condominium.

C. The principal office of the Association shall be in Daytona Beach, Florida.



D. The fiscal year of the Association shall be the calendar year.

## II – MEMBERSHIP, VOTING, QUORUM, PROXIES

A. The qualification of members, the manner of their admission to membership and termination of such membership and voting by members, shall be set forth in Article IV of the Article of Incorporation of the Association, the provisions of which said Article IV of the Articles of Incorporation are incorporated herein by reference.

B. The percentage of voting interests required to constitute a quorum at members' meetings shall be consist of persons entitled to cast a majority of the voting interests. votes of the entire membership. (amended 11/7/1991)

C. The vote of the owners of a Private Dwelling owned by more than one person excluding husband and wife or a corporation or other entity, shall be cast by the person named in a certificate signed by all of the owners of the private dwelling and filed with the Secretary of the Association, and such certificate shall be valid until revoked by subsequent certificate executed in the same manner. If such a certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum, nor for any other purpose. (amended 11/5/1981)

D. Votes may be cast in person or by proxy. Only unit owners may serve as proxies. Proxies shall be ~~valid~~ effective only for the particular meeting designated thereon any lawfully adjourned meetings thereof, and must be filed not less than twenty-four (24) hours, with the Secretary before the appointed time of the meeting. . In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be (is) revocable at any time at the pleasure of the unit owner executing it. No person can have more than five (5) proxies, **in addition to the person's own vote.** (amended 11-1-84) ((amended 11-7-91)) **(amended and recorded 02-26-93**

E. Approval or disapproval of a private dwelling owner upon any matter, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting. (amended 11/7/1991)

F. Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these By-Laws, the Declaration of Condominium, or where the same may otherwise required by law, the affirmative vote of the owners of a majority of the private dwellings represented at any duly called members' meeting at which a quorum is present shall be binding upon the members. (amended 11/7/1991)

**NEW SUBPARAGRAPH -- (F-1) added 11-7-91 - per amendment to Bylaws**

**F-1. Unit owners may not vote by general proxy, but may vote by limited proxies. Limited proxies and general proxies may be used to establish a quorum. No proxy, limited or general, shall be used in the election of Board members Limited proxies shall be used for votes taken to waive or reduce reserves, to waive financial statement requirements, or to amend the declaration, the articles of incorporation or bylaws; and for any other matter that requires or permits a vote of unit owners. General proxies may be used for other matters for which limited proxy are not required, and may also be used in voting for non-substantial changes to items for which a limited proxy is required and given. Notwithstanding the provisions of this subparagraph, unit owners may vote in person at unit owner meetings. (added 11/7/1991 at annual meeting \*See amendments to bylaws)**

III – ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

A. The Annual Meeting of the Members shall be held at the office of the Association at ~~2:00 P.M.~~ 7:30 p.m. (local time), on the first ~~Monday in November~~ Thursday in December of each year for the purpose of electing Directors and of transacting any other business authorized to be transacted by the members; provided, however, that if that day is a legal holiday, the meeting shall be held at the same hour on the next succeeding Monday Thursday. (amended May 4, 1994)

B. Special members' meetings shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors, must be called by such officers upon receipt of a written request from members of the Association owning a majority of the private dwellings.

C. Notice of all members' meetings, annual or special, shall be given by the President, Vice-President or Secretary of the Association, or other officer of the Association in the absence of said officers, to each member, unless waived by writing, such notice to be written or printed and to state the time and place and object for which the meeting is called, and incorporate an identification of agenda items. Such notice shall be given to each member not less than ~~fifteen~~ (15) fourteen (14) days nor more than sixty (60) days prior to the date for such meeting, which notice shall be mailed or presented personally to each member within said time. Notice of such meetings must also be posted in a conspicuous

place upon the Condominium property at least fourteen (14) continuous days preceding the annual meeting. If presented personally, receipt of such notice shall be signed by the member, indicating the date on which notice was received by him. If mailed, such notice shall be deemed to be properly given when deposited in the United States mails addressed to the member at his post office address as it appears on the records of the Association, (Register of Owners) as of the date of mailing such notice, the postage thereon prepaid. Proof of such mailing shall be given by the affidavit of the person giving the notice. An officer of the association, or the manager or other person providing notice of the association meeting, shall provide an affidavit to be included in the official records of the association affirming that the notice was mailed or hand delivered, in accordance with this provision, to each unit owner the address last furnished to the association. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. If any members' meeting cannot be organized because a quorum has not attended because the greater percentage of the membership is required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the Declaration of Condominium, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance, if greater than a quorum, is present. (amended 11/7/1991)

D. The order of business at annual members' meetings, and, as far as practical, at any other members' meeting, shall be:

1. Calling of the roll and certifying of proxies.
2. Proof of notice of meeting or waiver of notice.
3. Reading and disposal of any unapproved minutes.
4. ~~Reports of officers~~
4. Appointment of inspectors of elections by chairman
5. ~~Reports of committee.~~
5. Election of directors
6. ~~Appointment of inspectors of elections by chairman~~
6. Reports of officers.
7. ~~Election of Directors.~~
7. Reports of committees.
8. Unfinished business.
9. New business
10. Adjournment (amended passed 11/5/87)

E. Minutes of the unit Owners' meetings must shall be kept in a businesslike manner and must be book available for inspection by unit owners or their authorized representatives and Board Members at a any reasonable time and place. The Association shall retain these minutes for a period of not less than seven (7) years. (amended 11/1/84)

F. Association control shall pass to the unit owners as stain the Articles of Incorporation of BAYSHORE CLUB MANAGEMENT ASSOCIATION, INC., Article III B

#### **IV – BOARD OF DIRECTORS**

A. The affairs of the Association shall be managed by a Board of Directors consisting of ~~three (3)~~ of nine (9) persons. ~~At Least a majority~~ All members of the Board of Directors shall be members of the Association, or shall be authorized representatives, officers or employees of the a corporate member of the Association. (amended 1/15/79).

~~B. Election of directors shall be held at the annual members' meeting. Nomination for directors to fill vacancies by election at the annual meeting may be made by any of the following means:~~ (amended 11-2-89) **(per amendment 11-7-91) “Amend subparagraphs B, C, I, and J of Section IV, Board of Directors, as shown below; add new subparagraphs K, L, and M, and reletter existing subparagraphs K thru U to read N thru X.**

**B. The board of Directors shall be elected by written ballot or voting machine. Proxies shall in no event be used electing the Board, either, in general elections or elections to fill vacancies caused by recall, resignation, or otherwise.** (amended/added 11-7-91)

~~1. Nomination by a Nominating Committee appointed by the President of the Board consisting of three (3) owners. Directors are not eligible for the Nominating Committee, and committee members may not be nominated for a director position.~~ (amended 11/2/89) **(amended/removed 11-7-91)**

**1. Not less than 60 days before a scheduled election, the Association shall mail or deliver to each unit owner entitled to vote, a first notice of the date of the election.** (amended/changed 11-7-91)

~~2. Nomination by a designating petition signed by owners of twenty (20) or more units.~~ (amended 11-2-89) **(amended/removed 11-7-91)**

**2. Any unit owner desiring to be a candidate for the Board shall give written notice to the Secretary of the Association not less than 40 days before a scheduled election.** (amended/changed 11-7-91)

~~3. Nomination from the floor during the annual meeting. (amended 11/2/89 (amended/removed 11-7-91))~~

**3. Not less than 30 days before the election meeting, the Association shall then mail or deliver a second notice of the meeting to all unit owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an (a background) information sheet, no larger than 8 ½ x 11 inches furnished by the candidate, (on one side of an 8 ½ x 11 inch sheet) to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. (The Association has no liability for the contents of the information sheets prepared by the candidates, and the contents shall not be edited, altered, or otherwise modified by the Association). (amended/changed 11-7-91) (amended and recorded 02-26-1993)**

(New) 4. 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. (amended/added/recorded 02-26-1993)

C. Election of directors shall be held at the annual membership meeting. The election shall be by (secret) ballot (unless dispensed by unanimous consent) and ((shall be decided)) by a plurality of the votes ((those ballots)) cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. ((quorum requirement or minimum number of votes necessary for (however, at least 20 percent of the eligible voters must cast a ballot in order to have a valid) election of members of the Board. No unit owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid)). (Any owner requiring assistance by reason of blindness, disability, or inability to read/write may request the assistance of a member of the Board or other owner). (amended 11-2-89, 1st sentence added) ((amended/added and deleted 11-7-91)) (amended and recorded 02-26-1993)

D. Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

E. Ten (10) percent of the unit owners may give notice and require a special meeting of unit owners to recall one or more Board members. Any director may be removed by concurrence of two-thirds (2/3) of the votes of the entire membership at a that special meeting of the members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members of the Association at the same meeting. (amended 11/1/84)

F. The first directors of the Association shall serve until the provisions governing the transfer of Association control become effective pursuant to Article III, B, of the Articles of Incorporation, which are expressly incorporated herein.

G. ~~At the~~ The term of each director's service shall extend until the next annual meeting of the members to be held on November 5, 1981, the term of office of four (4) members of the Board of Directors shall be fixed at two (2) years and the term of office of five (5) members of the Board of Directors shall be fixed at one (1) year. The four Directors receiving the highest number of votes of the membership shall be elected to serve the initial two year term. At the expiration of the initial term of office of each member, a successor shall be elected to serve a term of two years. The members of the Board of Directors shall hold office until their respective and subsequently until his successor is duly elected and qualified or until he is removed in the manner elsewhere provided elsewhere. (amended 11/5/81)

H. The organization meeting of a newly-elected board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they are elected, and no further notice of the organization meeting shall be necessary.

I. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given each director, personally or by mail, or telephone or telegraph, at least three (3) days prior to the day named for each such meeting. Adequate notice of all regular Board meetings, (which notice shall specifically incorporate an identification of agenda items) must shall be conspicuously posted on the Condominium premises property at least 48 (continuous) hours in advance (preceding the meeting) except in an emergency, and the meeting must shall be open to all unit owners or their authorized representatives. Notice of any meeting in which assessments against unit owners are to be considered — any reason shall specifically contain the statement that assessments will be considered and the nature of any such assessment. (amended 01/02/85) and ((11/7/91))

J. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail or telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Posting of notice for emergency meetings is not required. (amended 11/7/91)

~~K. Waiver of notice. Any director may waive notice of a ——— before or after the meeting and such waiver shall be deemed equivalent to the giving of notice~~

K. Notice of any meeting in which regular assessments against unit owners are to be considered for any reason shall specifically contain the statement that, assessments will be considered and the nature of any s assessments. Written notice of any meeting at which non-emergency special assessments, or at which amendment t rules regarding unit use will be proposed, discussed, approved, shall be mailed or delivered to the unit owners and posted conspicuously the condominium property not

less than fourteen (14) days prior to the meeting. Evidence of compliance with this 14-day notice shall be made by an affidavit executed by the secretary and filed among the official records of the association. (amended 11-7-91 annual meeting) (added 11/7/91)

~~L. A quorum of directors' meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these By Laws.~~

L. Any meeting of the Board and any committee thereof at which a quorum of the members of that committee are present shall be open to all unit owners or their authorized representatives. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. Any unit owner may tape record or videotape meetings of the Board. (amended 11-7-91 annual meeting ) (added 11/7/91)

~~M. Adjourned meetings. If at any meeting of the board of directors 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 that might have been transacted at the meeting as originally called may be transacted without further notice~~

M. Any director who is present at a Board meeting at which action on any Association matter is taken is presumed to have assented to the action taken unless he votes against such action or abstains from voting in respect thereto because of any asserted conflict of interest. Directors may not vote by proxy or by secret ballot at Board meetings. A vote or abstention by each member present shall be recorded in the minutes. (amended 11/7/91) (amended/recorded 02-26-1993)

N. Adjourned meetings. If at any meeting of the Board of Directors 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 that might have been transacted at the meeting as originally called may be transacted without further notice. (amended the change 11-1-91)

O. Joinder in meeting by approval of minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of the meeting shall constitute the presence of such director for the purpose of determining a quorum. (amended the change 11-7-91)

P. The presiding officer of directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer the directors present shall designate one of their number to preside. (amended the change 11-7-91) No wording changed

Q. The order of business at directors' meetings shall :  
No wording changed at this point, (amended to (S) 11/1/84) – continued below..

1. Calling of roll
2. Proof of due notice of meeting
3. Reading and disposal of any unapproved minutes.
4. Reports of officers and committees
- ~~5. Election of Officers~~
5. Managers Report (amended 11/5/87)
6. Unfinished business
7. New Business
- ~~8. Adjournment~~
8. Correspondence (amended 11/5/87)
9. Announcements (amended 11/5/87)
10. Adjournment (amended 11/5/87)

The minutes of all meetings of the Board of Directors shall be kept in a businesslike manner book and must shall be available for inspection by the unit owners or their authorized representatives and Board Members at a reasonable time and place. The Association shall retain these minutes for a period of not less than seven (7) years. (amended 11-1-84)

- R. Directors' fees, if any, shall be determined by the members. (amended 11-7-91)
- S. Powers and duties of the Board of Directors. All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its a contractors or employees, subject only to approval by private dwelling owners when such is specifically required. (amended re-lettering 11-7-91)
- T. In the event that the declarers, in accordance was the privile granted unto it, selects any person or persons to serve on the Board of Directors of the Association, the declarers shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or persons to serve on said Board of Directors. Such replacement shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name or names of the person or persons to be replaced and the name or names of the person or persons designated



as successor or successors to the person so removed from the Board of Directors. The removal and subsequent designation of successors shall be effective immediately upon delivery of such written instrument to any officer of the Association. (amended re-lettering 11-7-91)

- U. The undertakings and contracts authorized by the first Board of Directors shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the Board of Directors duly elected by the membership after the property identified herein has been submitted to the plan of condominium ownership and the Declaration of Condominium has been recorded in the Volusia County Public Records, so long as any undertakings and contracts are within the scope of the powers and duties which may be exercised the Board of Directors of the Association in accordance with all applicable condominium documents. (amended re-lettering 11/7/91)
- V. The Board of Directors may employ for the Association a management agent or manager, at a compensation established by the Board to perform such duties and services as the Board shall authorize. The duties conferred upon the management agent or manager by the Board of Directors may be at any moment revoked, modified, or amplified by the majority of owners in a duly constituted meeting. The Board of Directors may employ any other employee or agents to perform such duties and at such salaries as the Board of Directors may establish. (amended re-lettering 11/7/91)

## **V - OFFICERS**

A. The executive officers of the Association shall be a President, who shall be a director, a Vice-President, who shall be a director, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors, at any meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary or an assistant secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

B. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of an association, including but not limited to the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

C. The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also

generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

D. The secretary shall ~~keep~~ record the minutes of all proceedings of the Directors and the members. ~~He~~ The Secretary shall ~~attend to~~ assist the President in giving and serving of all notices to the members and directors, ~~He~~ The Secretary shall ~~have custody~~ make use of the seal of the Association, ~~except those of the Treasurer~~ for official business and then return it to the B.C.M.A. safe and shall perform all other duties incident to the office of Secretary of an association ~~and as may be required by the directors or President~~. The assistant secretary, if any, shall perform the duties of Secretary when the Secretary is absent. (amended 11/5/87)

E. The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidences of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practice and he shall perform all other duties incident to the office of Treasurer.

F. The compensation of all officers and employees of the Association shall be fixed by the directors. This provision shall not preclude the Board of Directors from employing a director as an employee of the Association, nor preclude the contracting with a director for the management of the Condominium.

## **VI – FISCAL MANAGEMENT**

The provisions for fiscal management of the Association set forth in the Declaration of Condominium and Articles of Incorporation shall be supplemented by the following provisions:

A. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each private dwelling. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon assessments. Assessments due from unit owners shall be made against unit owners not less frequently than quarterly. If a unit owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the \_\_\_\_\_ing installments of an assessment for a period of time not to exceed a quarter upon notice to the unit owner. (amended 11-1-84)

B. The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association. A copy of the proposed annual budget of common expenses shall be mailed to the unit owners not less than ~~thirty (30)~~ fourteen (14) days prior to the meeting at

which the budget shall be considered, together with a notice of that meeting. Such meeting shall be open to the unit owners. If a budget is adopted by the Board of Directors which requires assessment against the unit owners in any fiscal or calendar year exceeding 115% of such assessments for the preceding year, upon written application of 10% of the unit owners, a special meeting of the unit owners shall be held upon not less than ten (10) days written notice to each unit owner, within thirty (30) days of the delivery of such application to the Board of Directors or any members thereof, ~~at which special meeting unit owners may consider and enact a revision of the budget.~~ If said budget is in fact rejected by the unit owners, then in that event, unit owners are required to enact a budget at that specially called meeting, or and may recall any and all members of the Board of Directors and elect their successors. The revision of the budget or the recall of any and all members of the Board of Directors shall require a vote or not less than a majority of the whole number of votes of a unit owners. The Board of Directors may in any event propose a budget to the unit owners at a meeting of members or by writing, and if such budget or proposed budget be approved by the unit owners at the meeting or by a majority of their whole number by writing, such budget shall not thereafter be re-examined by the unit owners in the manner herein above set forth nor shall the Board of Directors be recalled under the terms of this section. In determining whether assessments exceed 115% of the similar assessments in prior years, there shall be excluded in the computation of any provision for reasonable reserves made by the Board of Directors in respect to repair or replacement of the condominium property or in respect to anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis and there shall be excluded from such computation assessment for betterments to the condominium property. ~~Provided, however that so long as the developer is in control of the Board of Directors, the Board shall not impose an assessment for a year greater than 115% of the prior fiscal or calendar year's assessment without approval of the majority of the unit owners.~~ (amended 11-1-84)

The budget shall include but shall not be limited to the following:

1. Common expense budget, which shall include without limiting the generality of the foregoing, the estimated amounts necessary for maintenance, and operation, repair, replacement, or protection of the common elements, and Association Property, landscaping, street and walkways, office expenses, utility services, master installed television antenna (and distribution system) ~~(basic cable television service obtained pursuant to a bulk contract,~~) casualty insurance, flood insurance for common elements, association property and units, casualty insurance liability insurance for directors and officers, insurance for the benefit of association employees, fidelity bond, administration and reserve (operating and replacement); and (amended – passed 11-1-90 annual meeting) ((amended 11-7-91))

2. Proposed assessments against each member, although nothing herein contained shall be construed as restricting the right of the Board of Directors to at any time in their discretion levy any additional assessments in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or in the event of emergencies; and

3. The budget shall include funds used for capital expenditures for additional improvements and additional personal property which will be part of the common elements. Expenditures from this fund up to and including the sum of \$2,500 may be made for a single item or purpose without prior approval of the members of the Association. Expenditures in excess of this amount shall not be made unless expenditure has been approved by the members of the Association.

C. The depository of the Association shall be such bank or banks and/or federal savings and loan associations as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. in accounts or used to acquire certificates of deposit. All such financial institutions shall be insured by an agency of the U.S. Government. As authorized by the directors, monies of the Association may also be used to acquire U.S. Government Treasury Securities of the following kinds: bills and notes. Withdrawal of monies from such accounts shall be by such persons as are authorized by the directors. (amended 11-2-89)

D. An audit of the accounts of the Association shall be made annually by a certified public accountant, every five years or any year in which the annual receipts exceed \$400,000. In the intervening years, whenever annual receipts are more than \$200,000. but less than \$400,000. a Financial Review Report shall be prepared by a certified public accountant, and a copy of the either report shall be furnished to each member not later than April 1 of the year sixty- (ninety (90) days following the close of the fiscal year for which the report is made. (amended 11-1-90) (amended to 90 days and recorded 2-17-04)

E. ~~Fidelity bonds shall be required by the Board of Directors from all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the directors, but shall be at least the amount of the equal to (three (3) months) six months total annual assessments against members for common expenses, (plus the total of the accumulated reserve funds). but not to exceed \$200,000. (The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association. Coverage by the fidelity bond would be for four officers (President, Vice President, Secretary and Treasurer) and two of the employees (resident Manager and Administrative Assistant). The bond for each person shall be in the principal sum required by the Condominium Act.)~~ The amount of the bonds shall be reviewed annually and adjusted as necessary to assure adequate coverage is being provided. The premiums of such bonds shall be paid by the Association. (amended at the annual meetings (11-6-86) and ((11-1-90)) *(amended/recorded 2-26-93)*

## VII - HOUSE RULES

In order to assure the peaceful and orderly use and enjoyment of the building and common elements of said project, the Association may from time to time adopt, modify, and revoke in whole or part by a vote of the members present in person or represented by

proxy whose aggregate interest in the common elements constitutes ~~eighty percent (80%)~~ sixty percent (60%), at any meeting duly called for the purpose, such reasonable rules and regulations, to be called House Rules, governing the conduct of persons on said project as it may deem necessary. Such house rules upon adoption, and every amendment, modification, and revocation thereof, shall be delivered promptly to each owner and shall be binding upon all members of the Association and occupants of the building. (amended 11-1-91)

### **VIII - LIABILITY OF OFFICERS**

A. Exculpation. No director or officer of the Association shall be liable for acts or defaults of any other officer or member or for any loss sustained by the Association or any member thereof, unless the same has resulted from his own willful misconduct or negligence.

B. Indemnification. Every director, officer, and member of the Association shall be indemnified by the Association against all reasonable costs, expenses, and liabilities (including counsel fees) actually and necessarily incurred by or imposed upon him in connection with any claim, action, suit, proceeding, investigation, or inquiry of whatever nature in which he may be involved as a party or otherwise by reason of his having been an officer or member of the Association whether or not he continues to be such director, officer or member of the Association at the time of the incurring or imposition of such costs, expenses, or liability, except in relation to matters as to which he shall be finally adjudged in such action, proceeding, investigation or inquiry to be liable for willful misconduct or negligence toward the Association in the performance of his duties, or in the absence of such final adjudication, any determination of such liability by the opinion of legal counsel selected by the Association. The foregoing right of indemnification shall be in addition to and not in limitation of all rights to which such persons may be entitled as a matter of law and shall inure to the benefit of the legal representatives of such person.

#### **New Subparagraph "C" added – 11-7-91**

C. Fiduciary Relationship. The officers and directors of the Association as well as any manager employed by the Association who is required to be licensed pursuant to the laws of the State of Florida shall enter into a fiduciary relationship to the unit owners. No officer, director, or manager shall solicit, offer to accept, or accept any thing or service, (regardless) of a value exceeding \$1.00 from any person providing or proposing to provide goods or services to the Association. (New subparagraph, added 11-7-91) ((amended and recorded 02-26-93))

## **IX – PARLIMENTARY RULES**

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these By-Laws or with the statutes of the State of Florida.

## **X - AMENDMENTS TO THE BY-LAWS**

Amendments to the By-Laws shall be proposed and adopted in the following manner:

A. Notice of the subject matter of a proposed amendment s be included in the notice of any meeting at which a proposed amendment is considered. **No Bylaws shall be revised or amended by reference to its title or number only.** (amended 11-1-84)

B. A resolution adopting a proposed amendment must receive approval of sixty percent (60%) of the votes of the entire membership of the Board of Directors, sixty percent (60%) of the vote of the entire membership of the Association, and consent of all mortgagees if the proposed amendment will material affect said mortgagees' interest. Directors and members not present at the meeting considering the amendment may express their approval in writing.

C. Initiating. An amendment may be proposed by either the Board of Directors or by the membership of the Association, and after being proposed and approved by one of such bodies, it must be considered by the other.

D. ~~Effective Recording date. An amendment when adopted shall become effective only after being~~ A copy of each amendment shall be certified by at least two (2) officers of the Association as having been duly adopted and shall be effective when recorded in the Public Records of Volusia County, Florida, as an amendment to the Declaration of Condominium with identification on the first page thereof of the book and page of the public records where the Declaration is recorded. (amended 11-1-90 at annual meeting).

E. These By-Laws shall be amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium.

## **XI - ENFORCEMENT**

A. Covenants Committee. The Covenants Committee is here by created and established for the purpose of enforcing the terms and provisions of the Declaration of Condominium, the Articles of Incorporation of Bayshore Club Management Association, Inc., these Bylaws, the Rules Regulations and the Book of

Resolutions adopted by the Board of Directors. (amended -- added 11-06-80) – [approved at annual meeting of the Association]

B. Composition. The Covenants Committee shall consist of five (5) persons appointed by the Board of Directors for a term of one (1) year. All except one member shall be Unit Owners. The one remaining member may, but need not, be a Unit Owner. The committee will, at its first regular meeting, elect a chairman, an alternate chairman and a recorder from among its members. The recorder shall keep minutes of all proceedings of the committee. (amended – added 11-06-80) [approved at annual meeting of the association]

C. Duty to Investigate. It shall be the duty of the committee to investigate any alleged violation of the terms and provisions of the Declaration of Condominium, the Articles of Incorporation of Bayshore Club Management Association of Condominium, Inc., these bylaws, the Rules and Regulations and the Book of Resolutions adopted by the Board of Directions of the ociation. Alleged violations may be brought to the committee by a complaint in writ signed by a Unit Owner, or may by referred to the committee by the Board of Directors, or the committee may act upon its own motion. (added at annual meeting 11-6-80)

D. Actions prior to initiation of Formal Enforcement Process. Any Unit Owner or agent of the Association has the authority to request that an Owner or occupant cease or correct any act or omission which appears to be in violation of the terms and provisions of the Declaration of Condominium, the Articles of Incorporation of Bayshore Club Management Association, Inc., these Bylaws, the R and Regulations, and the Book of Resolutions adopted by the Board of Directors of the Association. Such informal requests must be made before the formal process is initiated.

The Board or Manager may make initial attempts to secure compliance through correspondence to the Unit Owner or occupant w states the time(s), date(s), place(s), and nature of violation and which sets forth the time period in which the violation must be corrected. Copies of such correspondence shall be maintained in the Association files, and a copy may be sent to counsel for the Association. (added at annual meeting 11-6-80)

E. Formal Written Complaint. A Unit owner may initiate an action under this section upon the filing of a signed written complaint with the Board. The complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which respondent is charged, to the end that the respondent will be able to prepare his defense. The complaint shall specify the specific provisions of the Florida Condominium Act, the Declaration of Condominium, the Articles of Incorporation of Bayshore Club Management Association, Inc., these Bylaws, the Rules and Regulations, or the ok of Resolutions adopted by the Board which the respondent is alleged to have violated. It shall not consist merely of charges phrased in the language of such provisions without supporting facts. The complaint shall be as specific as possible as to time(s), date(s), places(s), and person(s)

involved. The matter shall then be referred to the Covenants Committee for hearing.  
(added at annual meeting 11-6-80)

F. Service of Complaint. Upon the filing of the complaint, the Covenants Committee shall serve a copy thereof on the respondent by either of the following means:

1. personal delivery, or
2. by registered or certified mail, return receipt requested.

Service by mail shall be deemed delivered and effective seven (7) days after such mailing in a regular depository of the United States Mail service.

The complaint shall be accompanied with a postcard or other written form entitled "Notice of Defense" which, when \_\_\_\_\_ and signed by the respondent, or on behalf of the respondent, and returned to the Covenants Committee, will constitute a notice of defense hereunder. No order adversely affecting the rights of the respondent may be made in any case, unless the respondent shall have been served as provided herein. The matter shall then be scheduled by the Covenants Committee for hearing. (added at annual meeting 11-6-80)

G. Notice of Hearing. Along with service of complaint, the committee shall serve a Notice of Hearing, as provided herein, on all parties at least ten (10) days prior to the hearing. The notice to the respondent shall be substantially in the following form but may include other information: (added at annual meeting 11-6-80)

"You are hereby notified that a hearing will be held before the Covenants Committee at \_\_\_\_\_  
On the \_\_\_\_\_ day of \_\_\_\_\_ 19 \_\_\_\_\_ at the hour of \_\_\_\_\_  
Upon the charges made in the complaint served upon you. You may be present at the hearing, may, but need not, be represented by counsel, may have a court reporter present at the hearing, may present any relevant evidence and you will be given full opportunity to cross-examine all witnesses testifying against you. You are entitled to compel the attendance of witnesses and the production of books, documents or other items by applying to the Board of Directors of the Association." (added at annual meeting 11-06-80)

If any of the parties can, within twenty-four (24) hours, show good cause as to why they cannot attend the hearing on the set date and indicate times and dates on which they would be available, the committee may reset the time and date of the (continued)... hearing and promptly deliver notice of the new hearing date. (added at annual meeting 11-6-80)

H. Notice of Defense. Service of complaint and Notice of Hearing shall be accompanied by a Notice of Defense. The Notice of Defense shall state the respondent may:



1. Attend a hearing before the committee as hereinafter provided;
2. Object to a complaint upon the grounds that it does not state acts or omissions upon which the committee may proceed;
3. Object to the form of the complaint on the grounds that is so indefinite or uncertain that the respondent cannot identify the violation behavior or prepare his defense; or
4. Admit to the complaint in whole or in part. In such event the committee shall meet to determine appropriate action or penalty, if any. (added at annual meeting 11-6-80)

Any objections to the form or substance of the complaint shall be \_\_\_\_\_ by the committee within ten (10) days of their receipt. The \_\_\_\_\_ committee shall make its determination and notify all parties within said ten ( ) day period. If the complaint is insufficient, the complaining party shall have seven (7) \_\_\_\_\_ within which to amend the complaint to make it sufficient. The same procedure as set forth above shall be followed with respect to any amended or forth above shall be followed with respect to any amended or supplemental complaint. If it is determined by the Covenants Committee that the complaint is still insufficient, then the matter shall be dismissed by the Covenants Committee. (added at annual meeting 11-6-80)

I. Cease and Desist Orders. The committee may, at its own discretion, issue a cease and desist order to the respondent, along with the complaint statement and Notice of Defense, such cease and desist order to be substantially in the following form: (added at annual meeting 11-6-80)

“The Covenants Committee has received the attached complaint.

The Committee hereby requests that you CEASE AND DESIS such acts or actions until such time, if any, as a ruling of the committee or court of law permits.

Failure to comply with this request may result in penalty greater than that which would be imposed for a single violation.” (added at annual meeting 11-6-80)

J. Amended or Supplemental Complaints. At any time prior to the hearing date, the committee may file or permit the filing of an amended or supplemental complaint. All parties shall be notified thereof in the manner herein provided. If the amended or supplemental complaint presents new charges, the committee shall afford the respondent ten (10) days to prepare his defense thereto. (added 11-6-08) annual meeting

K. Discovery. Upon written request to the other party, de prior to the hearing and within fifteen (15) days after service of \_\_\_\_\_ complaint by the committee or within ten (10) days after service of any amended or supplemental complaint, either party is entitled to:

1. obtain the names and addresses of witnesses to the extent known to the other party, and
2. inspect and make a copy of any statements, writings and investigative reports relevant to the subject matter of the hearing.

Nothing in this section however, shall authorize the inspection or copying of any writing or thing which is privilege from disclosure by law or made confidential or protected as the attorney's work product. Any party claiming his request of discovery has not been complied with shall submit a petition to mpel discovery with the committee. The committee shall make a determination and issue a written order setting forth the matters or parts thereof which the petitioner is entitled to discover. (added at annual meeting 11-06-80)

L. Notarized Statements. At any time ten (10) or more days prior to a hearing or a continued hearing, any party shall mail or deliver to the opposing party a copy of any sworn statement which that party proposes to introduce in evidence, together with a notice as provided below. Unless the opposing within seven (7) days after such mailing or delivery, mails or delivers to the proponent a request to cross-examine the statements author, his right to cross-examine such author is waived and sworn statement, if introduced in evidence, shall be given the same effect as if the author had testified orally. If an opportunity to cross-examine the statements' author is not afforded after request is made as herein provided, the statement may be introduced in evidence, but shall be given only the same effect as hearsay evidence. (added at annual meeting 11-06-80)

M. Constraints on the Committee. It shall be incumbent u n each member of the committee to make determination as to whether he is able to function in a disinterested and objective manner in consideration of the case before it. Any member incapable of such objective consideration of the case disclose such to the committee and remove himself from the proceedings and have it so recorded in the minutes. The President shall appoint another member. (added at annual meeting 11-6-80)

In any event, the respondent may challenge any member the committee for cause, where a fair and impartial hearing cannot be afforded, at any time prior to the taking of evidence and testimony at the hearing. In the event of such a challenge, the committee shall meet to determine the sufficiency of the challenge. If a majority of the committee sustains the challenge, the President shall appoint a member to replace the challenged member of the committee (added at annual meeting 11-6-80)

N. Hearing. Procedure requirements for the Hearing are as follows:

1. Whenever the committee has commenced to hear the matter and a member of the committee is forced to withdraw prior to final determination, the **President** shall replace the withdrawing member. Oral evidence l be taken only on oath or affirmation administered by an officer of the Association

2. Each party shall have these rights:
  - (a) to call and examine witnesses;
  - (b) to introduce exhibits;
  - (c) to cross-examine opposing witnesses; and to
  - (d) rebut the evidence against him.

Even if the respondent does not testify on his behalf, he may still be called and examined as if under cross-examination. (added at annual meeting 11-6-80)

3. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Generally, any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless the existence of admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence, but shall not be sufficient in itself to support a finding. (added at annual meeting 11-6-80)

4. The Covenants Committee shall select a person, customarily the Chairman, to serve as hearing officer and preside over the hearing. At the beginning of the hearing, the hearing officer shall explain the rules and procedures by which the hearing is to be conducted. Generally, each principal is entitled to make an opening statement, starting with the complainant. Then, each party is entitled to produce evidence, witnesses, and testimony and to cross-examine the witnesses and opposing party. Then, each is entitled to make a closing statement. Any party may waive the rights to use any part of this process, and the Covenants Committee is entitled to exercise its discretion as to the specific manner in which the hearing will be conducted, so long as the above rights are protected. (added at annual meeting 11-6-80)

O. Authorized Action. At the conclusion of testimony, the committee shall deliberate the evidence. By a vote of its members the committee shall determine whether the allegations as presented constitute a violation. the committee concludes that a violation has taken place, it may have the following e ions:

1. Reprimand.
2. Levying a fine in such amount as may be reasonable under the circumstances.
3. Authorize the initiation of appropriate action. (added 11-6-80)

P. Fines as Common Expense. Fines imposed by the committee pursuant to this bylaw shall be considered a common expense of the member, leviabale by the Association against the unit and collectible in the same manner as any other common expense of the Association. (added at annual meeting 11-6-80)

Q. Appeals. In the event either party is aggrieved by the decision or actions of the committee, procedural or final, the aggrieved party may appeal the decision or action within ten (10) days of the action to the Board of Directors who shall review the matter on the record and render a decision within thirty (30) days from the receipt of the record of the hearing.

R. Effect of Decision. Through a vote of the majority of the Board, the Board of Directors may:

1. uphold the Covenants Committee's decision in its entirety;
2. amend such decision (except that where a Covenants Committee decision includes a penalty, the Board in no event shall impose more stringent disciplinary action than that imposed by the Covenants Committee); or
3. may overturn such decisions. (added annual meeting 11-6-80)

## **XII – PROCESSING FEE**

Sales, leases, subleases and transfers are subject to of the Association in accordance with the Declaration of Condominium. The Association shall charge a non-refundable processing fee not to exceed the sum of **fifty dollars (\$50.00)**. The exact amount shall be established from time to time by the Board of Directors. No charge shall be made in connection with an extension or renewal of lease. (Section added by amendment approved at annual meeting 11-5-81)

## **XIII – PETS**

**A. No animals, livestock, poultry or reptiles of any kind shall be raised, bred or kept in any Private Dwelling Unit or in the Common Elements except:**

**1. A Private Dwelling Owner may keep and maintain one (1) household pet (cat, dog or small caged bird) in the Private Dwelling Unit provided the weight of said pet does not exceed twenty (20) pounds.**

**2. Said pet will not be kept or maintained for commercial purposes or for breeding.**

**3. Said pet causing or creating a nuisance or unreasonable disturbance or noise may be permanently removed from the property by the Covenants Committee or the Board of Directors in accordance with the provisions of Section 5, subparagraph (g) of the Declaration of Condominium or Section XI, Enforcement of the bylaws.**

4. Said pet shall be registered with the Association and shall otherwise be registered and inoculated as required by law.

5. Said pet is subject to the terms and provisions of the Declaration of Condominium, these bylaws, the rules and regulations and the Book of Resolutions (POLICY RESOLUTION. 5, PET POLICY) adopted by the Association.

B. Any Private Dwelling Owner who keeps or maintains a pet upon any portion of the property shall be deemed to have indemnified and agreed to hold the Condominium Association and each Private Dwelling Owner free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium.

C. Condominium lessees, visitors, and guests are not permitted to have a pet upon any portion of the property. (amended to bylaws XIII Pets 11/4/80)

(D) – ADDED Private Dwelling Owners of units that are purchased after November 6, 1986 shall not be permitted to have pets.  
(amended/added - 11-6-86)

#### XIV - RECREATIONAL VEHICLES

A. Recreational vehicles, boat trailers and utility (and accompanying 2-wheel auto) trailers shall not be parked in the outside, common and/or limited common element parking spaces on a continuing basis; other than in the space designated by the Condominium Association for said vehicles. These vehicles may be parked in the non-designated area for a period not exceeding forty eight (48) hours for the purpose of loading and/or unloading. (added 11-3-83) ((amended – 11-3-88))

1. A “recreational vehicle” is defined as a vehicular type unit primarily designed as temporary living quarters for recreational, camping or travel use, which either has its own motor power or is mounted on, or drawn by, another vehicle. (added 11-3-83)

2. The basic units of recreational vehicles are travel trailer, camping trailer, truck camper and motor home. (added 11-3-83)

B. An exception to the above parking restriction is made recreational vehicles owned by unit owners and (1), registered at the office of the Condominium Association and (2), assigned a parking slot in the designated recreational vehicle area. There are ~~nine~~ seven available parking slots for recreational vehicles assigned on a first come, first serve basis. If all parking areas for recreational vehicles are in use, then the

condominium manager shall maintain a list and as a unit owner disposes of his vehicle and relinquishes his need for a space, then the next ensuing owner on the list shall be assigned said space. Additionally, the Condominium Manager shall inquire of various recreational vehicle storages and endeavor to assist owners, if any, who own recreational vehicles but who cannot park said vehicles on the premises in placing their vehicles in another storage lot. The Condominium Association shall have no liability or responsibility herein, but shall perform this function solely to accommodate unit owners. (added 11-3-83) ((amended – 11-2-89))

C. No tenants, guests, or lessees shall be entitled to park their recreational vehicles in the recreational vehicle area but may so park those vehicles in accordance with the forty eight (48) hour rule described in sect A above. This rule shall have prospective effect and shall not impair the right of any tenant or lessee presently leasing a unit who has a recreational vehicle; but shall apply to all tenants, guests and lessees executing leases after date hereof. (added 11-3-83)

The foregoing were adopted as the By-Laws of BAYSHORE CLUB MANAGEMENT ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_  
Secretary

Approved \_\_\_\_\_

EXHIBIT - D

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY FLORIDA STATUTES 711.70 (1) TO BE FURNISHED BY DEVELOPER TO PURCHASER.

PURCHASE AGREEMENT

Date: \_\_\_\_\_

SELLER

A..C..T. of Florida, Inc.  
11 East Forsyth Street  
Jacksonville, Florida 32202

PURCHASER

Name: \_\_\_\_\_  
\_\_\_\_\_

Local Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Out of Town Address: \_\_\_\_\_

Phone: \_\_\_\_\_

The above designated Seller hereby agrees to sell, and the Purchaser agrees to purchase, the Condominium parcel below described, and Seller hereby acknowledges receipt this date as a deposit for same, the sum set forth below, according to the terms and conditions hereinafter set forth. Seller is the present owner of said Condominium parcel described as follows:

A condominium parcel consisting of Unit No. \_\_\_\_\_, Building \_\_\_\_\_, of Bayshore Bath & Tennis Club, a condominium, together With the undivided interests in the common Elements and the limited common areas appurtenant Thereto, according to the Declaration of Condominium Thereof recorded in Official Record Book 1794, Pages 1007 to 1099 inclusive, Public Records of Volusia County, Florida

Said parcel has never been occupied

PURCHASE TERMS

Deposit by check on this

Date: \_\_\_\_\_ \$ \_\_\_\_\_

Additional deposit to be made

On or about \_\_\_\_\_.  
197\_\_\_\_\_. \$ \_\_\_\_\_

Total Deposit \$ \_\_\_\_\_

Due in Cash at Closing \$ \_\_\_\_\_

Total Purchase Price \$ \_\_\_\_\_

1. CONDITION OF UNIT

The above described Condominium Parcel is being sold by the Seller in its present "as is" condition, subject to the completion of those items shown on the Rider hereto attached, if any. Purchaser acknowledges that he has \_\_\_\_\_ said Parcel and approves the same. Purchaser agrees to make application for and execute all necessary documents for a mortgage loan forthwith should Purchaser desire to finance a portion of the purchase price. Seller agrees to assist Purchaser in obtaining a mortgage loan; however, the responsibility therefore shall be that of the Purchaser.

2. MEMBERSHIP IN CONDOMINIUM ASSOCIATION

Purchaser acknowledges this to be a subscription to membership in the Condominium Association, which Association will provide supervision, fiscal and general management and maintenance for the common elements and recreational areas, including the assessment and collection of common expenses, together with the authority to promulgate reasonable rules and regulations as to the use of the \_\_\_\_\_ l areas, common elements and units in the Condominium, and the authority to sell or lease units which have been foreclosed due to delinquent assessments.

3. DATE AND PLACE OF CLOSING

Closing shall be at \_\_\_\_\_, Florida, or at such other office as may be designated by the Seller. Closing shall take place on the date specified in a "Notice to Close" given by the Seller to the Purchaser; however, such closing date shall not be less than fifteen (15) days following the date of such Notice.



Closing date may be altered by Seller if it deems it necessary. Purchaser shall effect closing as provided herein. The Seller will convey insurable title by Special Warranty Deed, subject only to (a) the Declaration of Condominium, By-Laws, and other Exhibits attached thereto; (b) conditions, limitations, restrictions, reservations and easements of record; (c) any mortgage executed by Purchaser encumbering his unit; (d) taxes for current year attributable to Purchaser's unit

4. DUTY TO PAY PROPORTIONATE SHARE OF COMMON EXPENSES

PURCHASER AGREES TO BE LIABLE FOR AND PAY HIS PROPORTIONATE SHARE OF THE COMMON EXPENSES ASSESSED, AND PURCHASER AGREES TO BE BOUND BY THE DECLARATION OF CONDOMINIUM, BY-LAWS, AND RULES AND REGULATIONS.

5. TITLE INSURANCE, STAMPS AND RECORDING EXPENSES

The Seller will furnish to the purchaser a policy of title insurance, which may be either an owner's policy or a mortgagee's policy as the Purchaser may elect. State documentary stamps and surtax on the Deed of Conveyance, the cost of recording said Deed and a contribution to the working capital of the Condominium Association in a sum equal to two (2) payments of the "monthly assessment" shall be paid by the Purchaser. In the event that the Purchaser elects to place a mortgage on his particular unit, all mortgage expenses, fees, charges for prepaid interest, escrow for taxes and insurance and all other charges and sums deducted from the gross amount of the mortgage by the Institutional Lender are to be paid by Purchaser in cash at the time of closing. Real estate taxes for the current year, the current monthly assessment by the Condominium Association and the insurance premiums on existing policies insuring the Condominium as purchased by the Condominium Association will be prorated as of the date of closing.

6. PROVISIONS IN EVENT OF BREACH

Failure to close or make payments within the time provided above shall be considered a breach of this Agreement, and all sums paid hereunder shall be retained by Seller as liquidated and agreed damages, and the parties hereto shall be relieved from all obligations hereunder or Seller, at its option, may file a suit for specific performance.

The Purchaser shall effect this closing upon notification by Seller, as aforesaid. Purchaser shall be liable for Seller's attorney's fees and costs incurred by it by virtue of any litigation as to the parties' rights under this Agreement.

7. APPROVAL OF PURCHASER

It is understood by the Purchaser that an investigation shall be made by the Seller to determine if Purchaser, in the sole opinion and discretion of the Seller, is a person of good character and generally desirable; and the Seller shall have the right, at any time should the Purchaser not be acceptable to it, to refund Purchaser's deposit to him in full,

and this Agreement shall thereafter be considered null and void and of no further force and effect. There shall be no liability upon the Seller, or any of its agents or employees, either for approving or disapproving a Purchaser, or as to the method and manner of making an investigation.

8. PURCHASER'S RECEIPT AND/OR INSPECTION  
OF CONDOMINIUM DOCUMENTS\_\_\_\_\_

PURCHASER ACKNOWLEDGES THAT PRIOR TO THE SIGNING OF THIS AGREEMENT, SELLER DELIVERED TO PURCHASER A PROSPECTUS WHICH INCLUDED AS EXHIBITS THERETO COPIES OF THE DECLARATION OF CONDOMINIUM AND EXHIBITS ATTACHED THERETO, BY-LAWS, ARTICLES OF INCORPORATION, CURRENT MONTHLY BUDGET, AND FLOOR PLAN, WHICH WERE COMPLETE IN ALL RESPECTS.

9. RECORDING OF DOCUMENTS

The Purchaser herein specifically gives authority to seller to file and place among the public records of Volusia County, Florida, all documents and instruments referred to hereinbefore, and such as are required to be filed under the laws of the State of Florida, in order to create and maintain in existence the Condominium property.

10. MISCELLANEOUS PROVISIONS

- (a) Purchaser acknowledges that portions of the Condominium which may comprise the complex may be subject to easements for vehicular non-vehicular rights-of-way.
- (b) Purchaser fully understands that Purchaser's Condominium Parcel will be security for the payment of his share of sums due for common expenses and Purchaser agrees that if same are unpaid, same will constitute a lien upon Purchaser's Condominium Parcel.
- (c) This Agreement is binding upon the parties hereto and their heirs, legal representatives, successors and assigns, and this Agreement may not be assigned by Purchaser without the prior written consent of the Seller.
- (d) All pronouns and variations thereof shall be construed so as to refer to the masculine, female, neuter, singular or plural form thereof, as the identity of the person or persons, or the situation may require.
- (e) The captions used in this Agreement are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text.

- (f) This Agreement will supersede any and all understandings and agreements between the parties hereto, and it is mutually understood and agreed that this Agreement represents the entire agreement between the parties hereto, and no representations or inducements prior hereto, which are not included and embodied in this Agreement, shall be of any force and effect, and this Agreement may only be amended and modified by an instrument in writing between the parties.
  - (g) Time is of the essence, except where otherwise specifically provided.
  - (h) Whenever Notice is required to be sent, the same may be delivered, either personally or by mail, addressed to the party at the address set forth in this Agreement. All Notices shall be deemed and considered effective when mailed.
  - (i) THE PURCHASER HAS THE RIGHT AND OPTION TO CANCEL AND TERMINATE THIS AGREEMENT BY DELIVERING WRITTEN NOTICE OF THE PURCHASER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS OF THE DATE OF EXECUTION THIS AGREEMENT BY THE PURCHASER, OR IF PURCHASER HAS NOT RECEIVED ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE SELLER UNDER FLORIDA STATUTES SECTION 711.70 (1), THEN AT ANY TIME PRIOR TO FIFTEEN (15) DAYS AFTER THE PURCHASER RECEIVES THE LAST OF THE ITEMS TO DELIVERED TO HIM BY THE SELLER UNDER SAID SECTION 711.70 (1) WHICHEVER SHALL BE THE LATER DATE. THE PURCHASER'S RIGHT TO TERMINATE MUST BE EXERCISED HOWEVER PRIOR TO THE CLOSING. THE CONTRACT TIME FOR CLOSING MAY AT THE OPTION OF THE PURCHASER BE EXTENDED FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE PURCHASER HAS RECEIVED THE LAST OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE SELLER UNDER SECTION 711.70 (1).
- (I) (We) have read the foregoing instrument and agree to purchase the Condominium Parcel described above, and agree to all the terms, conditions and provisions hereinabove set forth.

Signed, sealed and delivered  
In the presence of:

\_\_\_\_\_

\_\_\_\_\_ [SEAL]  
Purchaser

As to Purchaser (s)

\_\_\_\_\_ [SEAL]  
Purchaser

A. C. T. OF FLORIDA, INC.

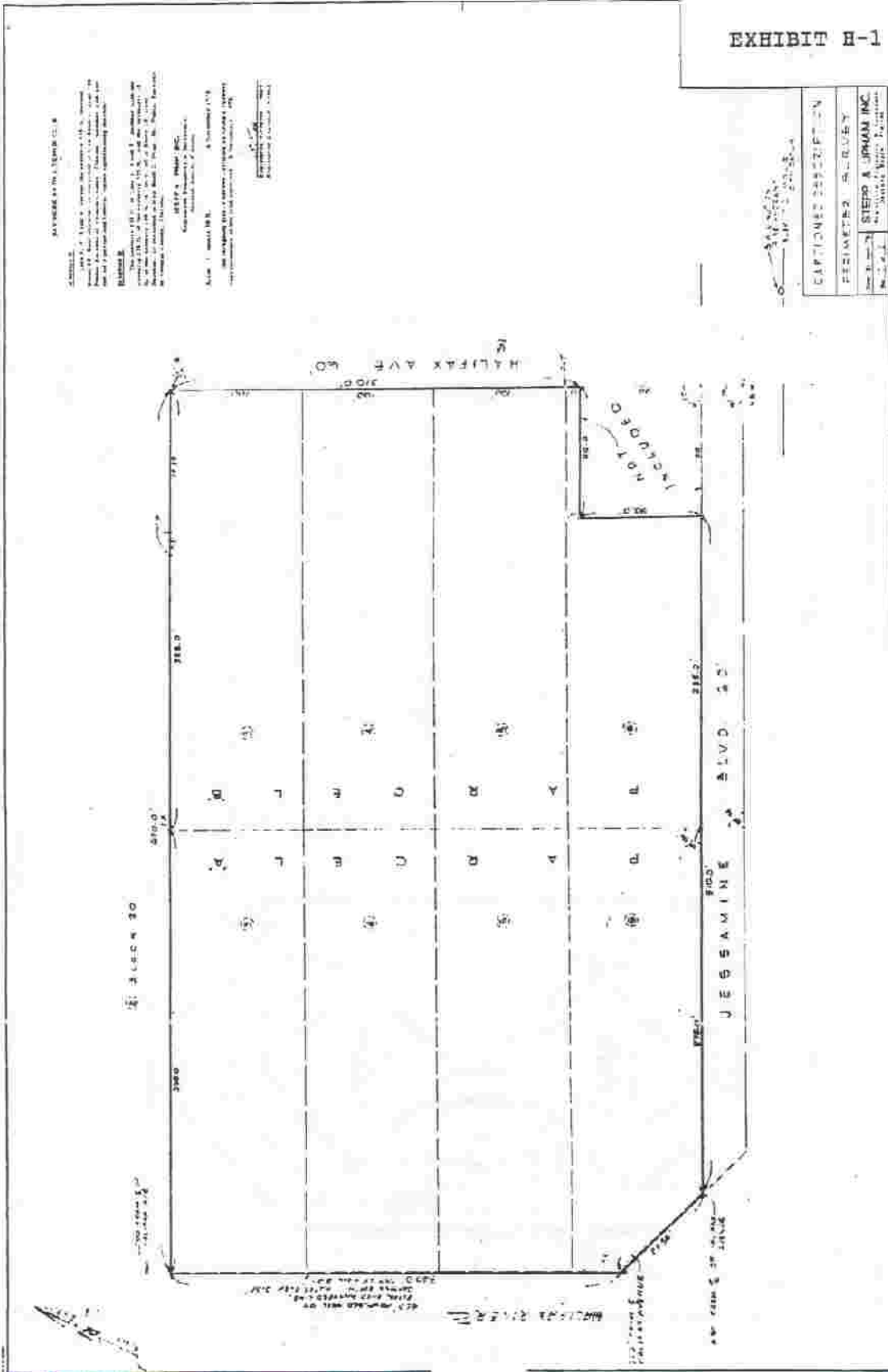
\_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

As to Seller

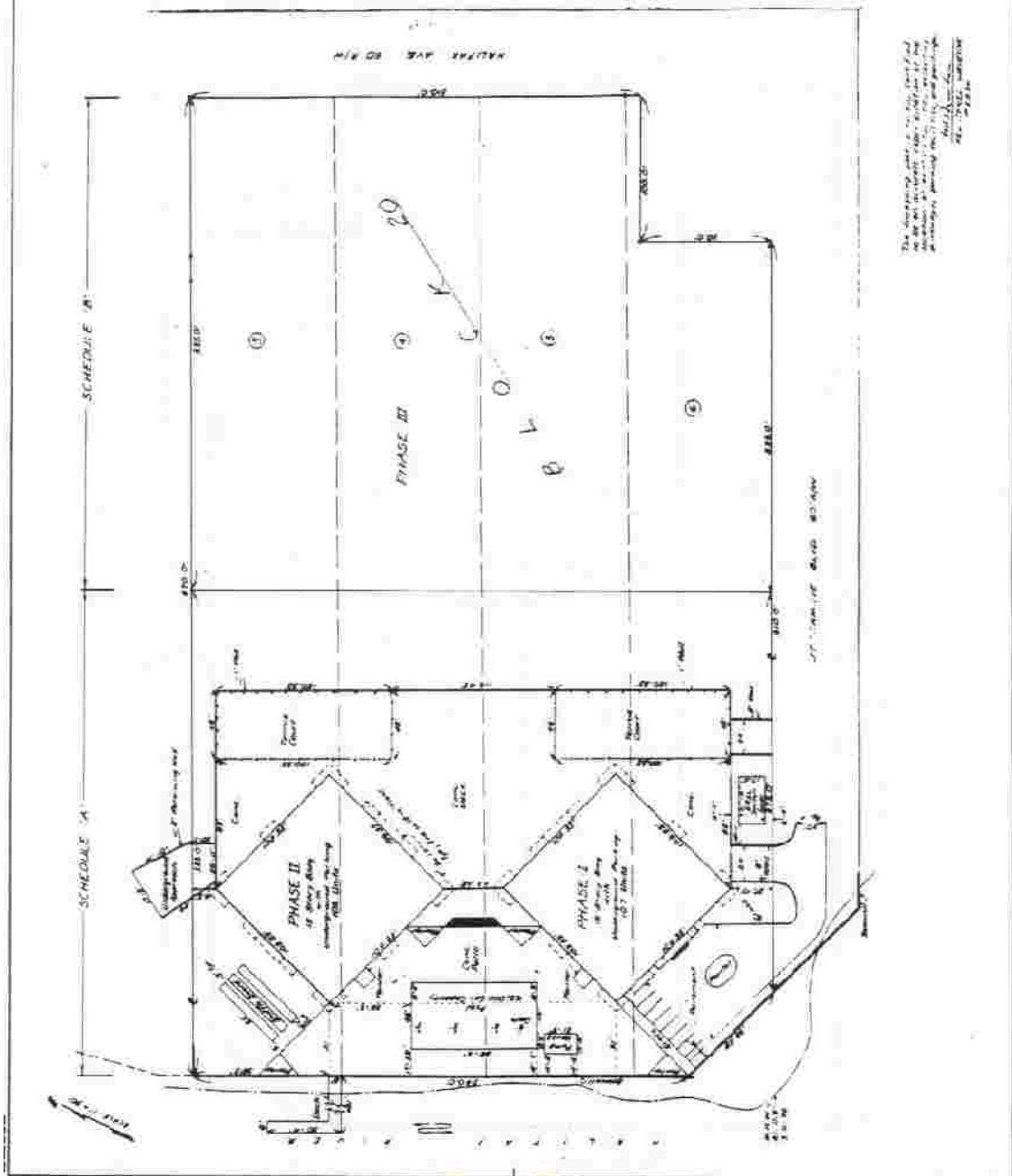
SELLER

EXHIBIT H-1



APPROVED BY: [Signature]  
 DATE: [Date]  
 TITLE: [Title]

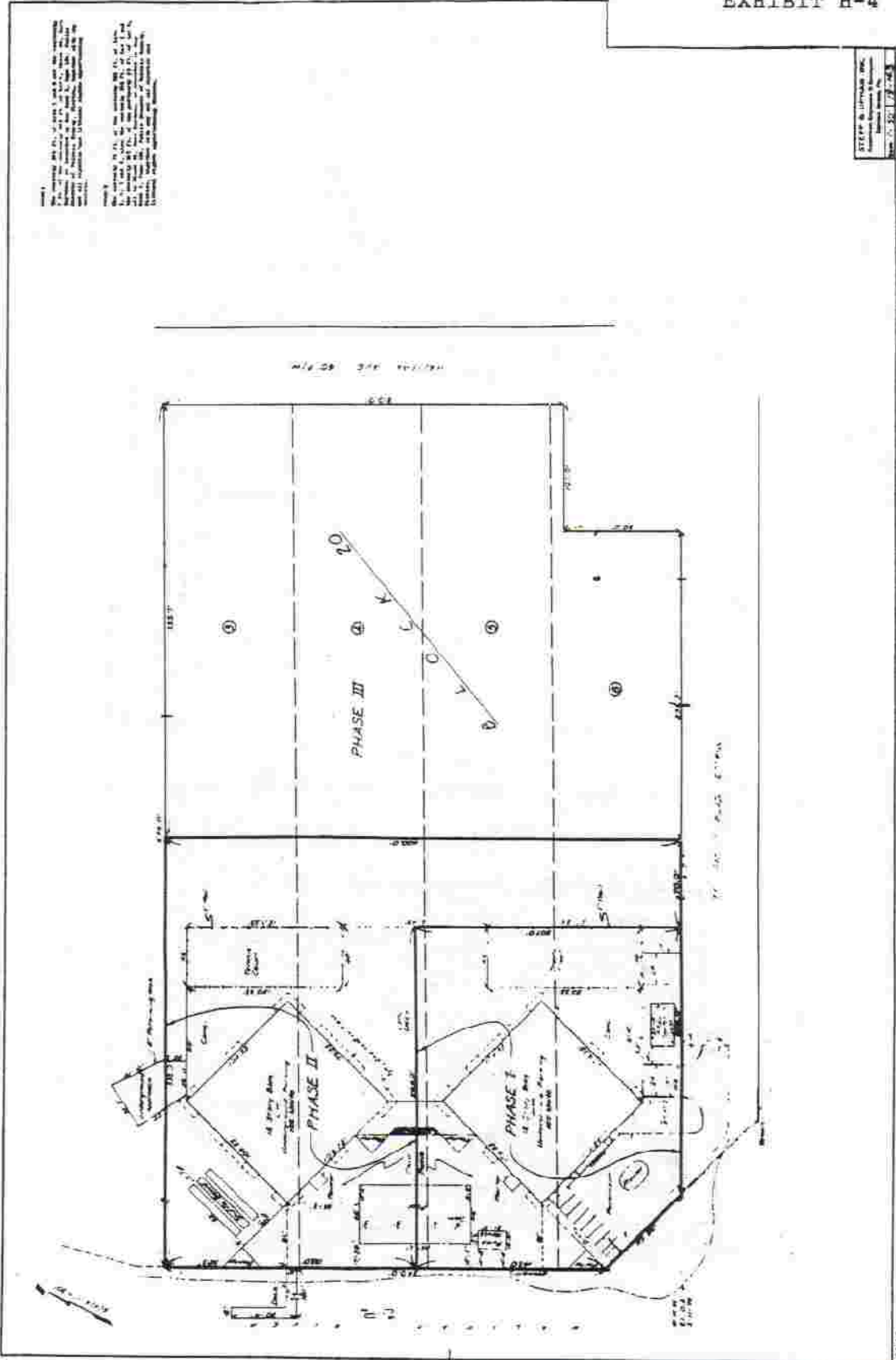
APPROVED BY: [Signature]  
 DATE: [Date]  
 TITLE: [Title]



The drawings are to be used only for the purpose of showing the location of the proposed buildings and the location of the proposed utility lines. They are not to be used for any other purpose.

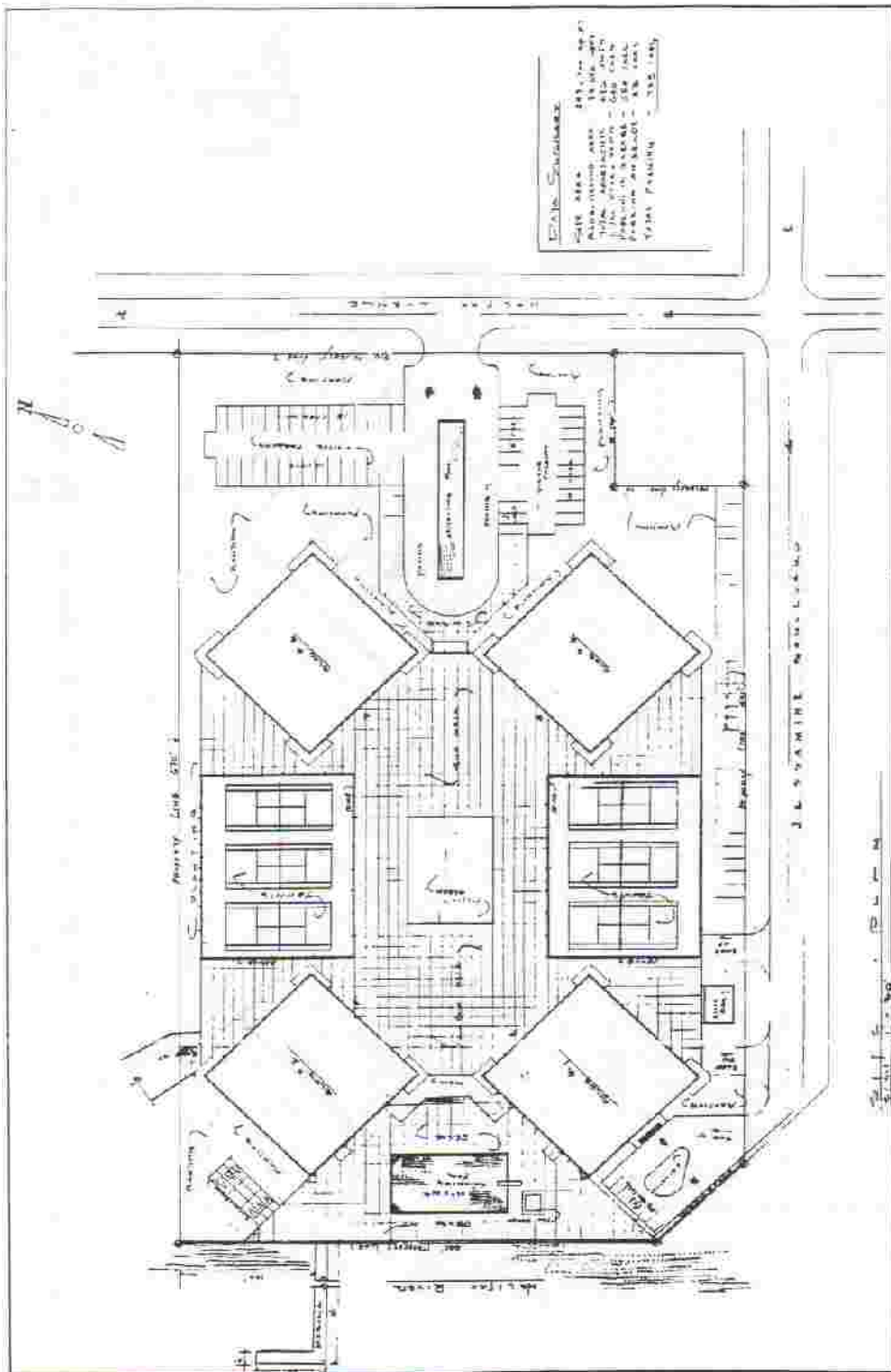
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 DATE: [Date]  
 TITLE: [Title]



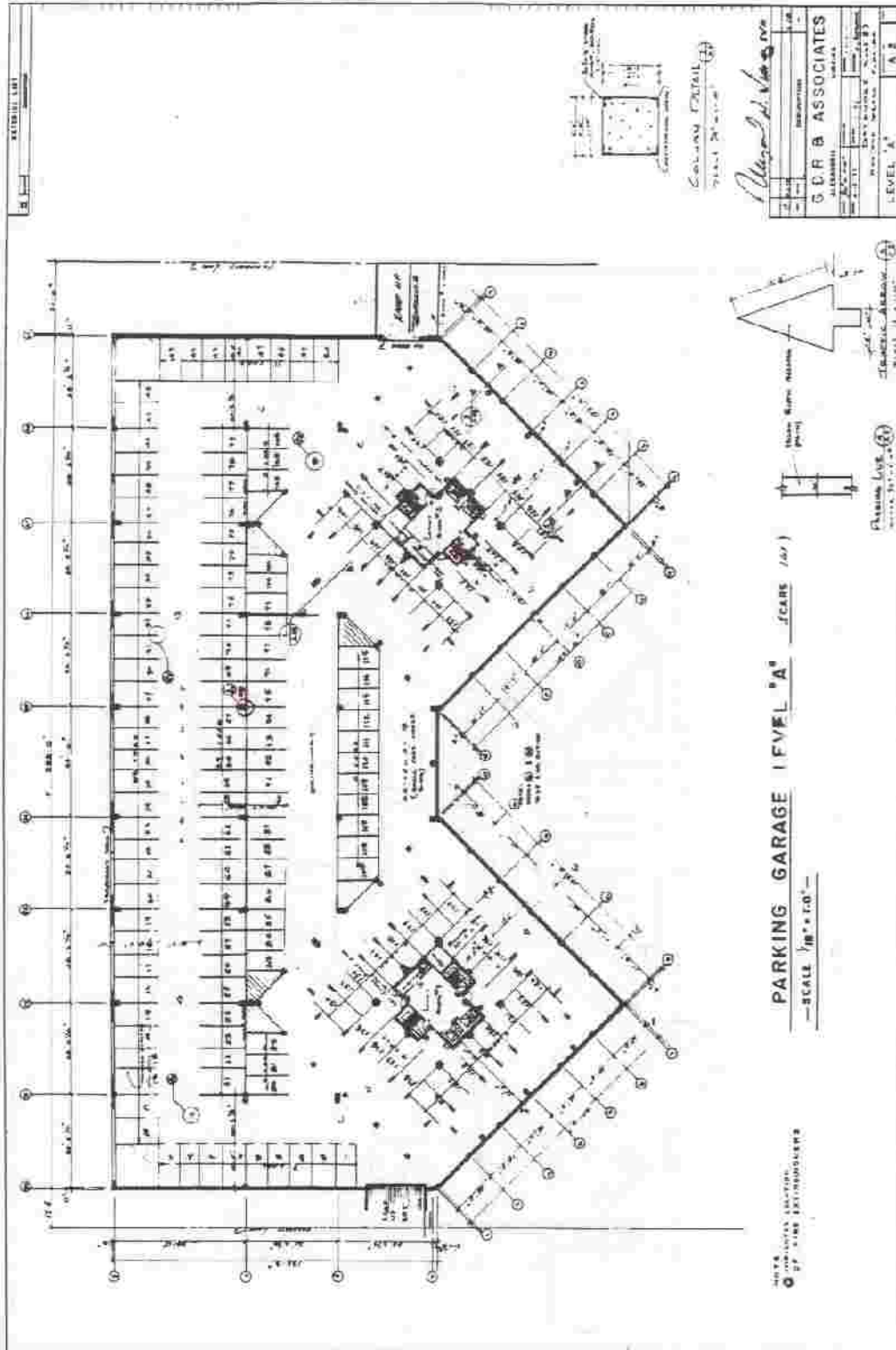


THESE PHOTOS WERE TAKEN AT THE LOCATION OF THE PROPOSED DEVELOPMENT ON FEBRUARY 11, 1994. THE PHOTOS WERE TAKEN BY THE CONSULTING ENGINEER AND PHOTOGRAPHER. THE PHOTOS ARE BEING PROVIDED FOR YOUR INFORMATION ONLY. THE CONSULTING ENGINEER AND PHOTOGRAPHER ASSUME NO LIABILITY FOR THE ACCURACY OF THE PHOTOS.

STEP 6: SITE PLAN PREPARED BY: [Name Redacted] DATE: 02/11/94

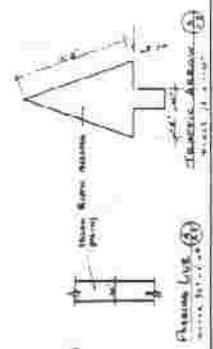






NOTES:  
 1. DIMENSIONS SHOWN ON THIS PLAN SHALL GOVERN OVER ALL OTHERS.

PARKING GARAGE LEVEL "A"  
 SCALE 1/8" = 1'-0"



PLANNING LEVEL  
 SCALE 1/8" = 1'-0"

SCARS (A-A)

SCALE 1/8" = 1'-0"

SCALE 1/8" = 1'-0"

SCALE 1/8" = 1'-0"

SCALE 1/8" = 1'-0"

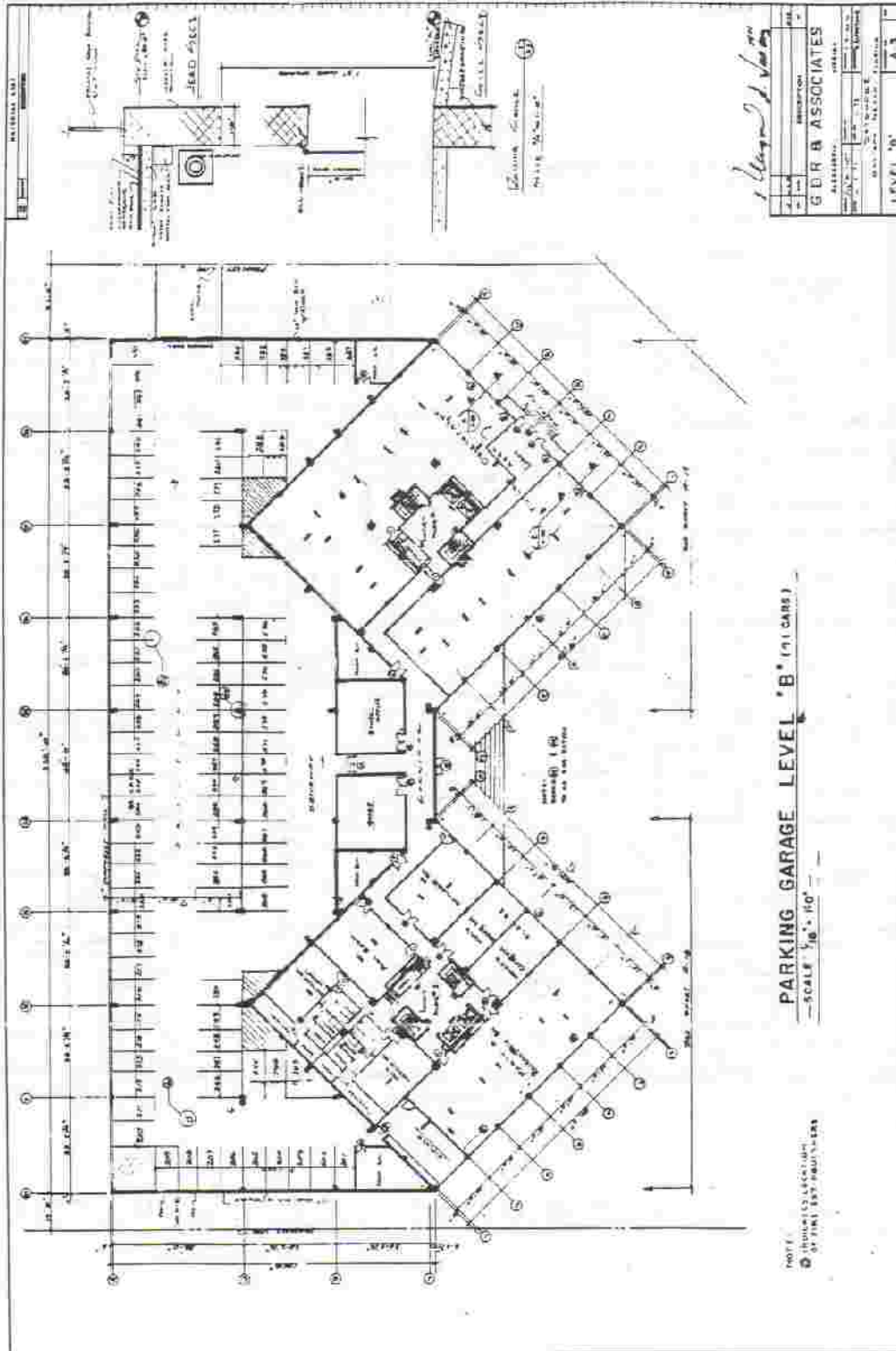
SCALE 1/8" = 1'-0"



COLUMN DETAIL  
 SCALE 1/4" = 1'-0"

*Alfred J. ...*

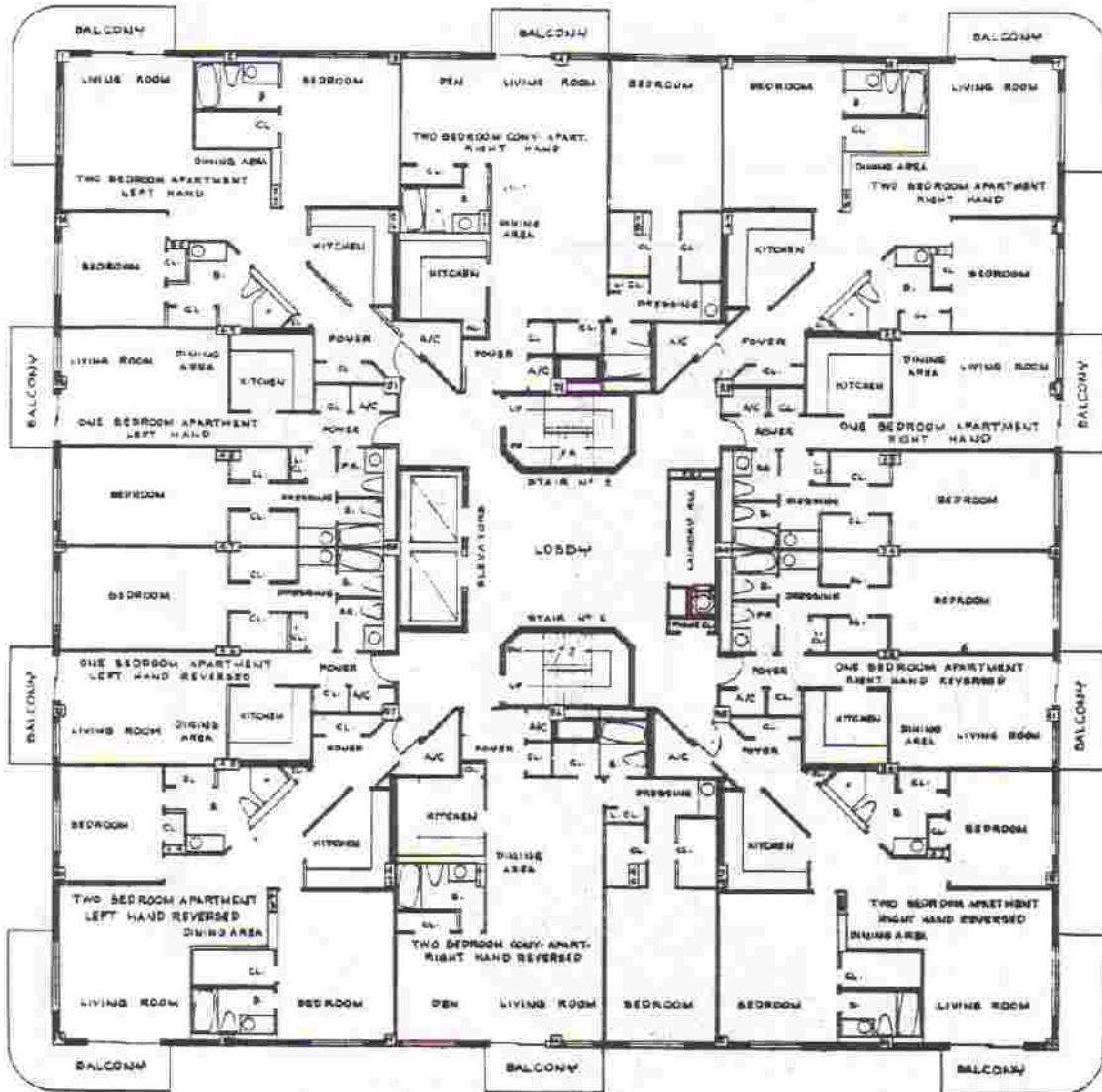
PROJECT NO.	DATE
DESCRIPTION	SCALE
<b>G. R. B. ASSOCIATES</b>	
ARCHITECTS	
1000 ...	
LEVEL "A"	
A. S.	



PARKING GARAGE LEVEL "B" (11 CARS)  
 SCALE 1/8" = 1'-0"

NOTE:  
 (1) DIMENSIONS LOCATED  
 BY THE ARCHITECT

PROJECT		LEVEL "B"	
ARCHITECT		GDR ASSOCIATES	
DATE		1964	
DRAWN BY		J. Raymond J. Vanden	
CHECKED BY		J. Raymond J. Vanden	
SCALE		1/8" = 1'-0"	



TYPICAL FLOOR PLAN - ( 2<sup>ND</sup> TO 11<sup>TH</sup> ) - BUILDING N<sup>o</sup> 1 & 2

EXHIBIT H-9

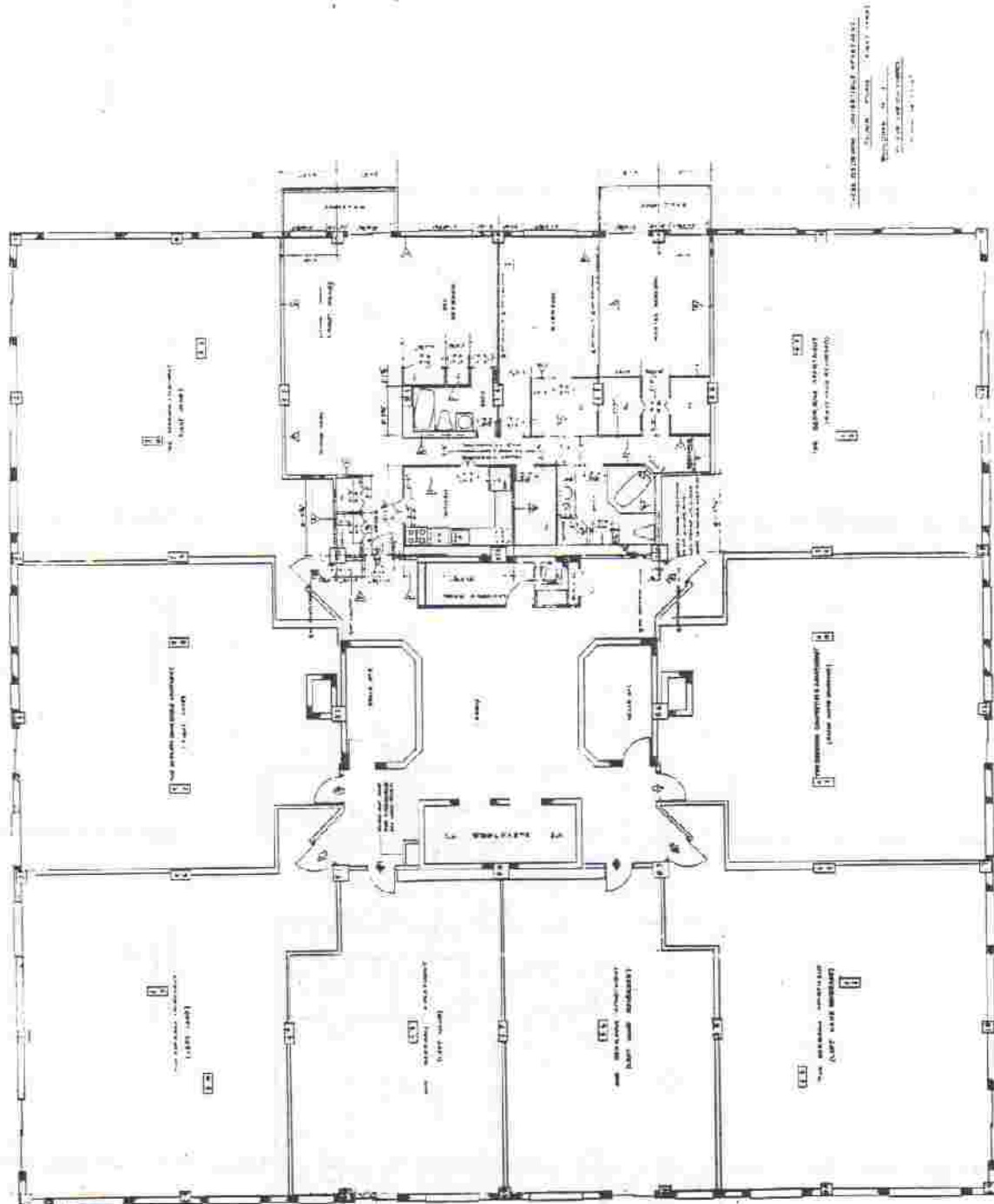


EXHIBIT H - 10

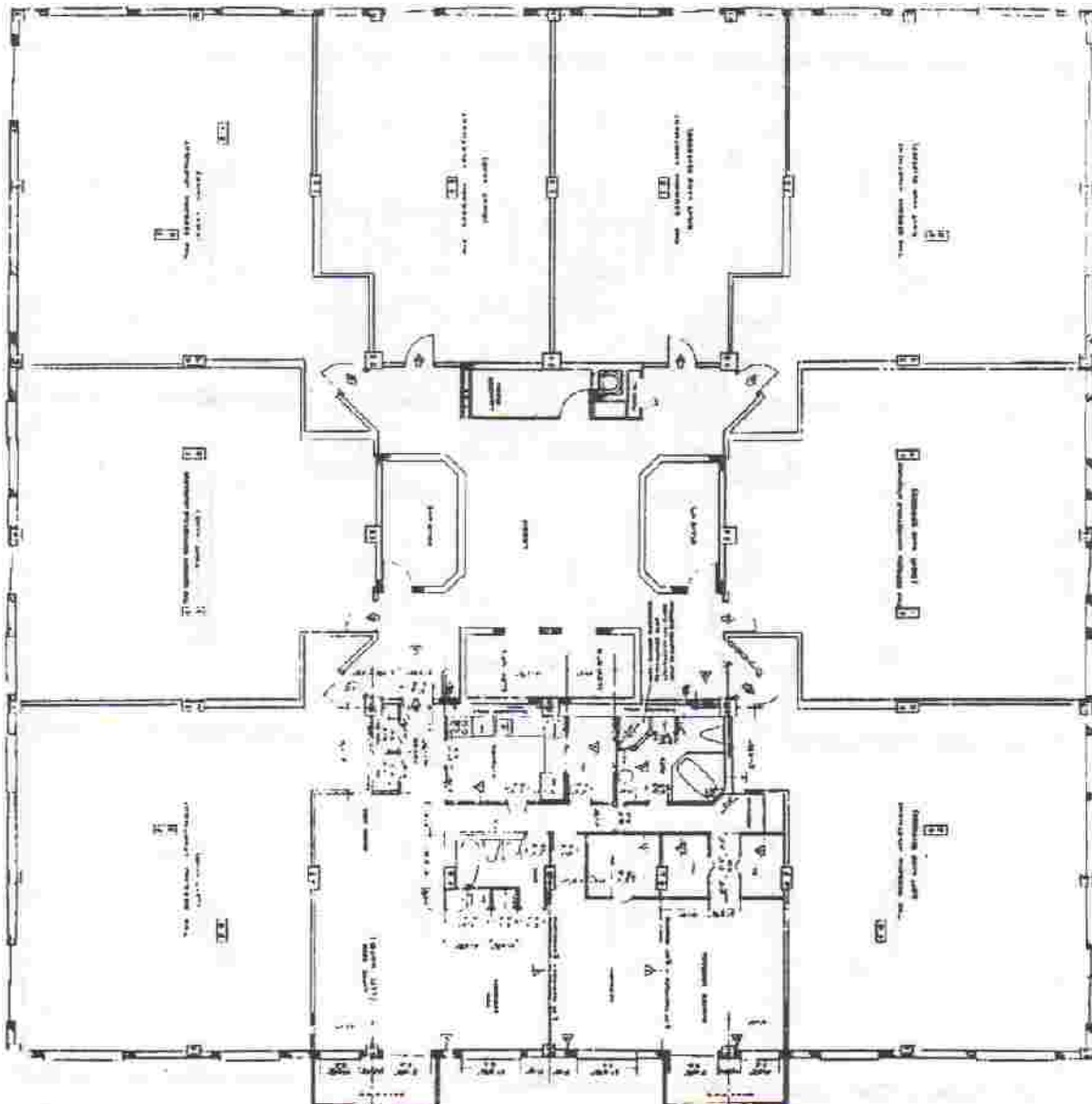
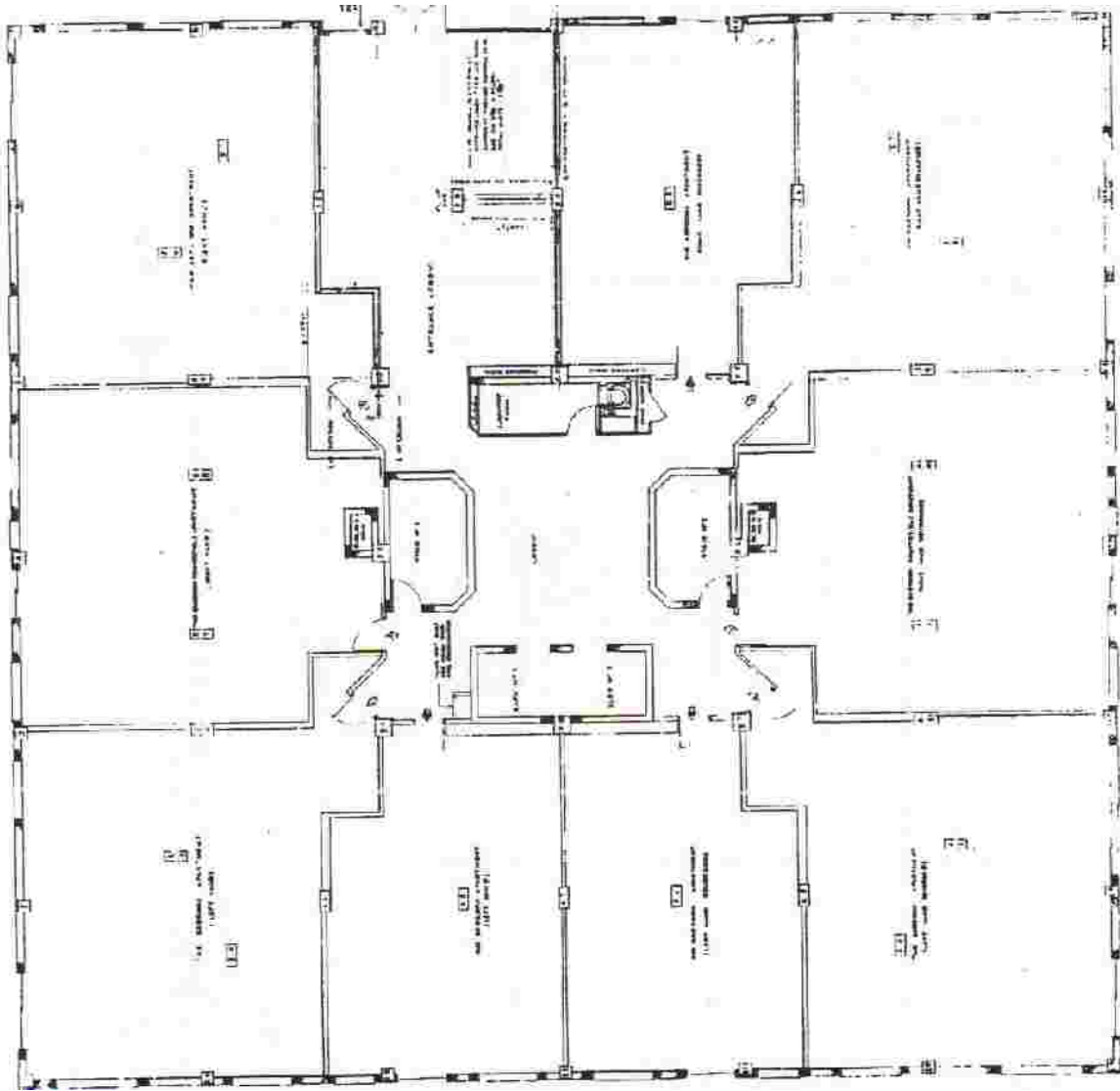


EXHIBIT H - 11





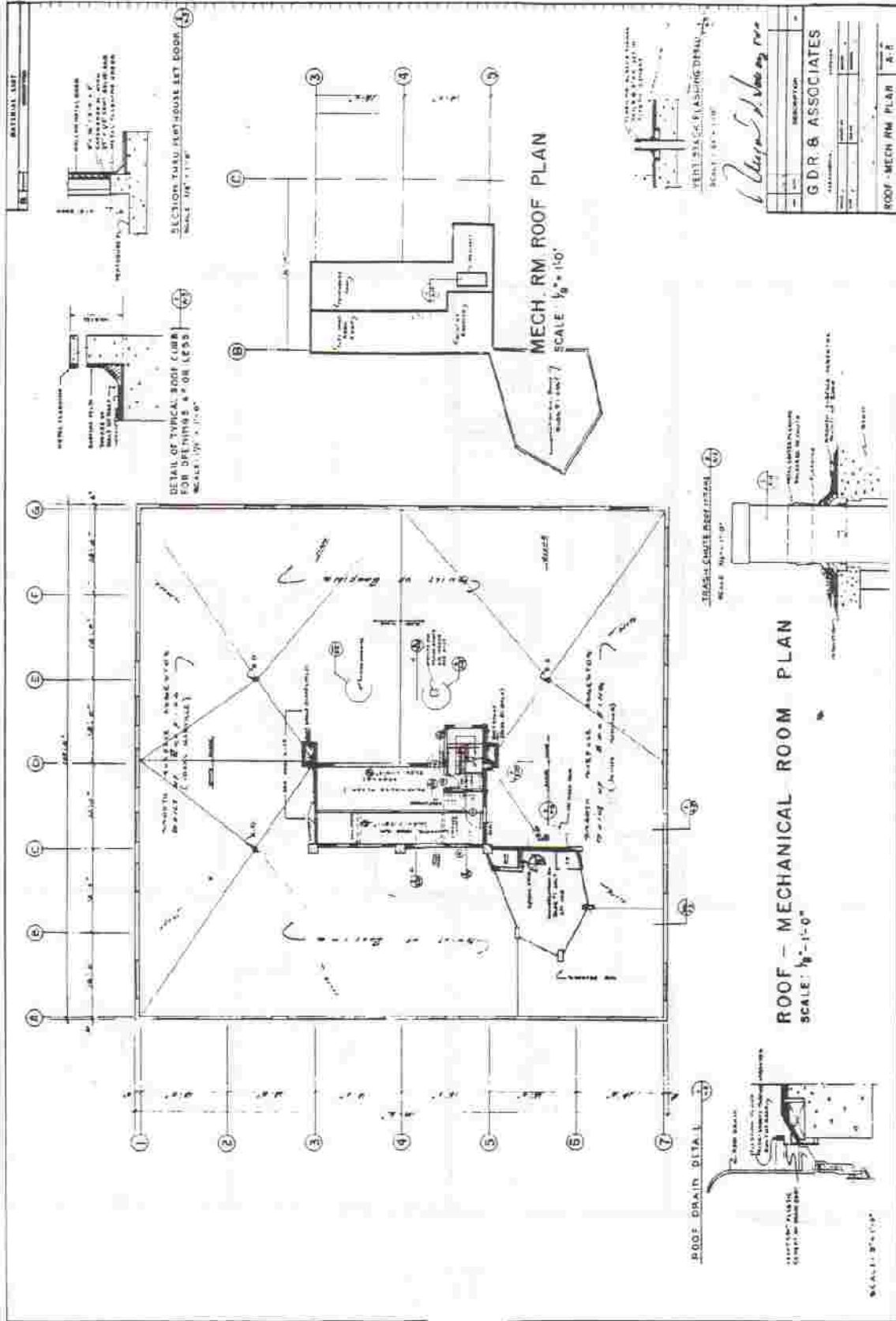


EXHIBIT H - 12

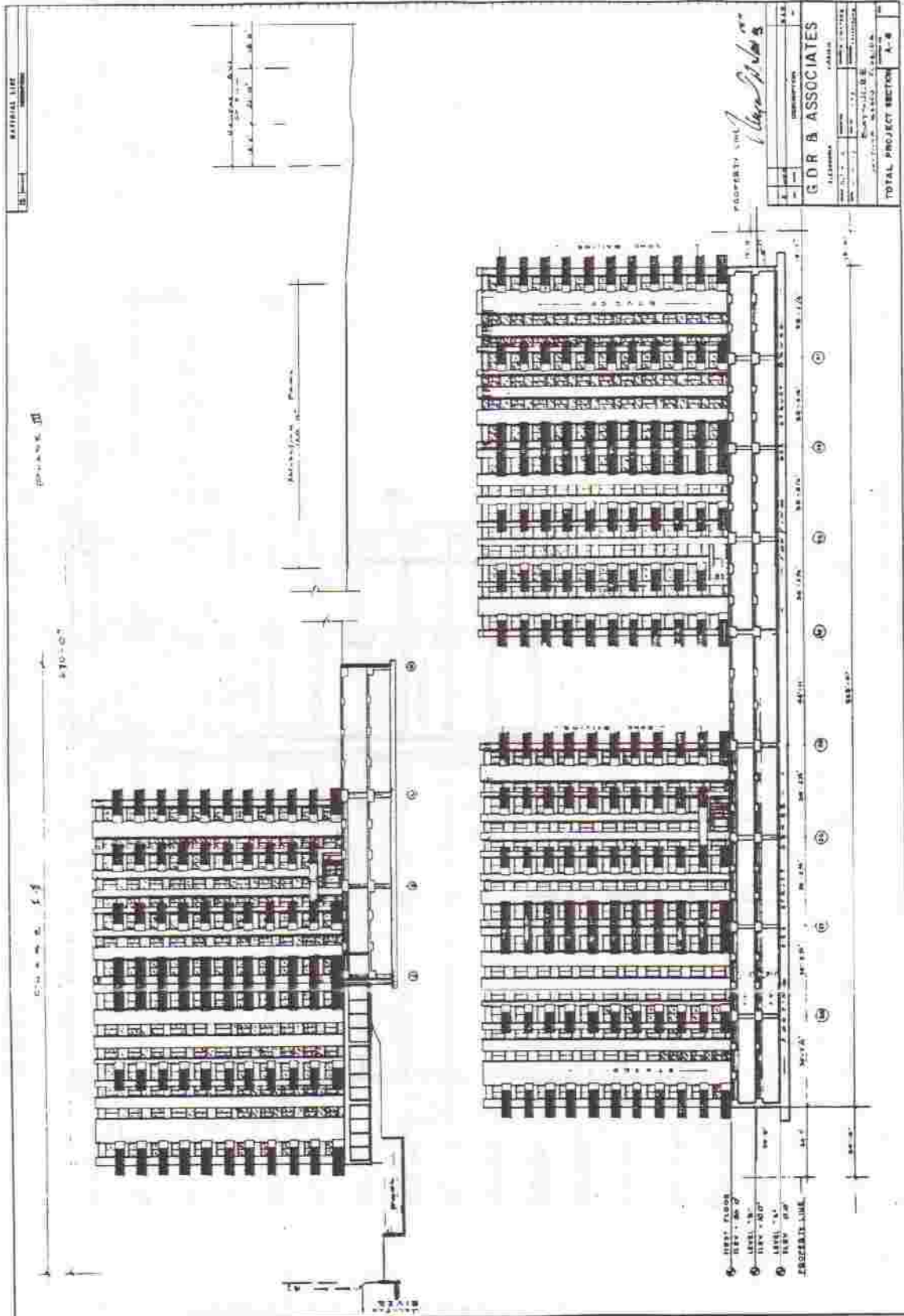


EXHIBIT H - 13



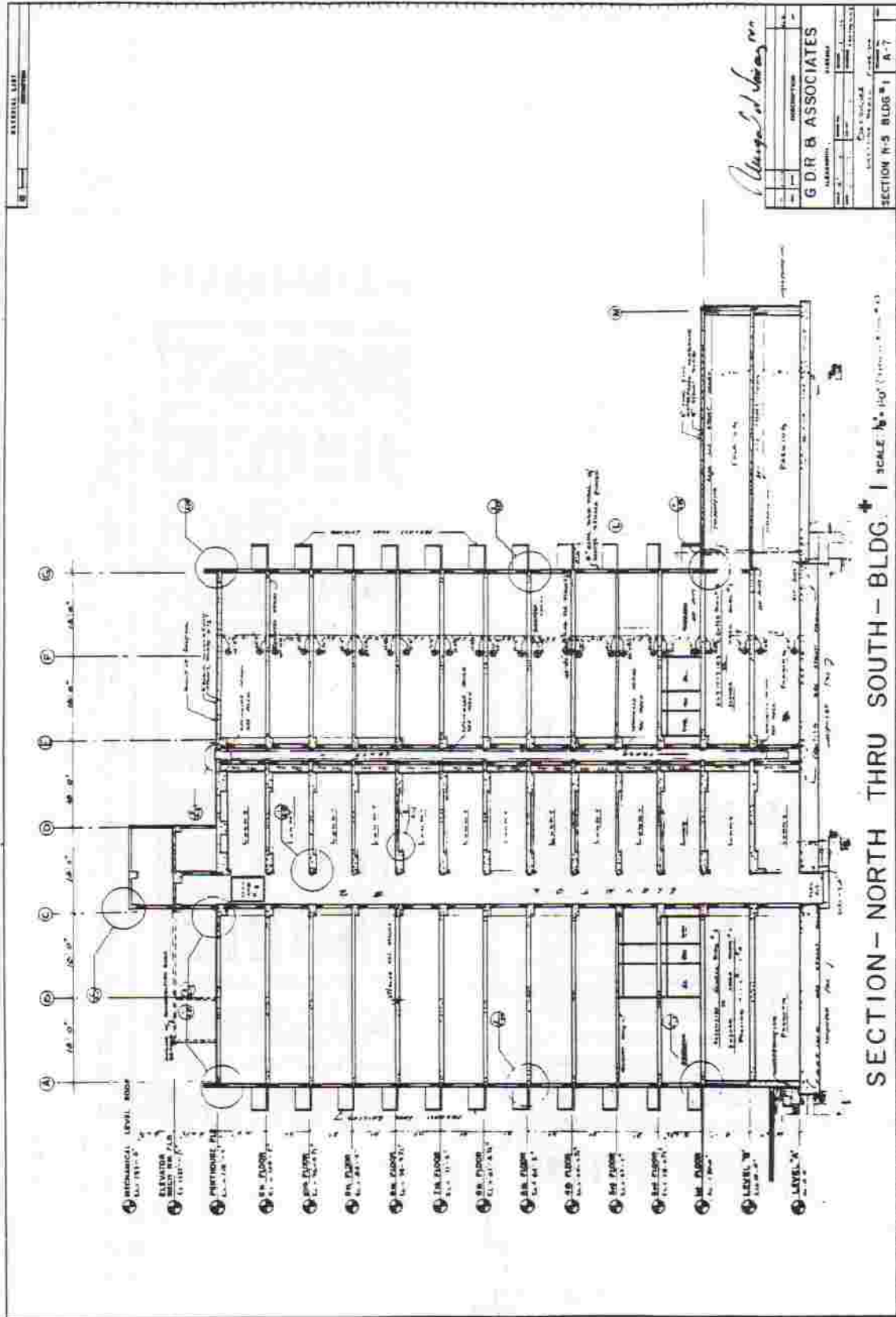


EXHIBIT H - 14

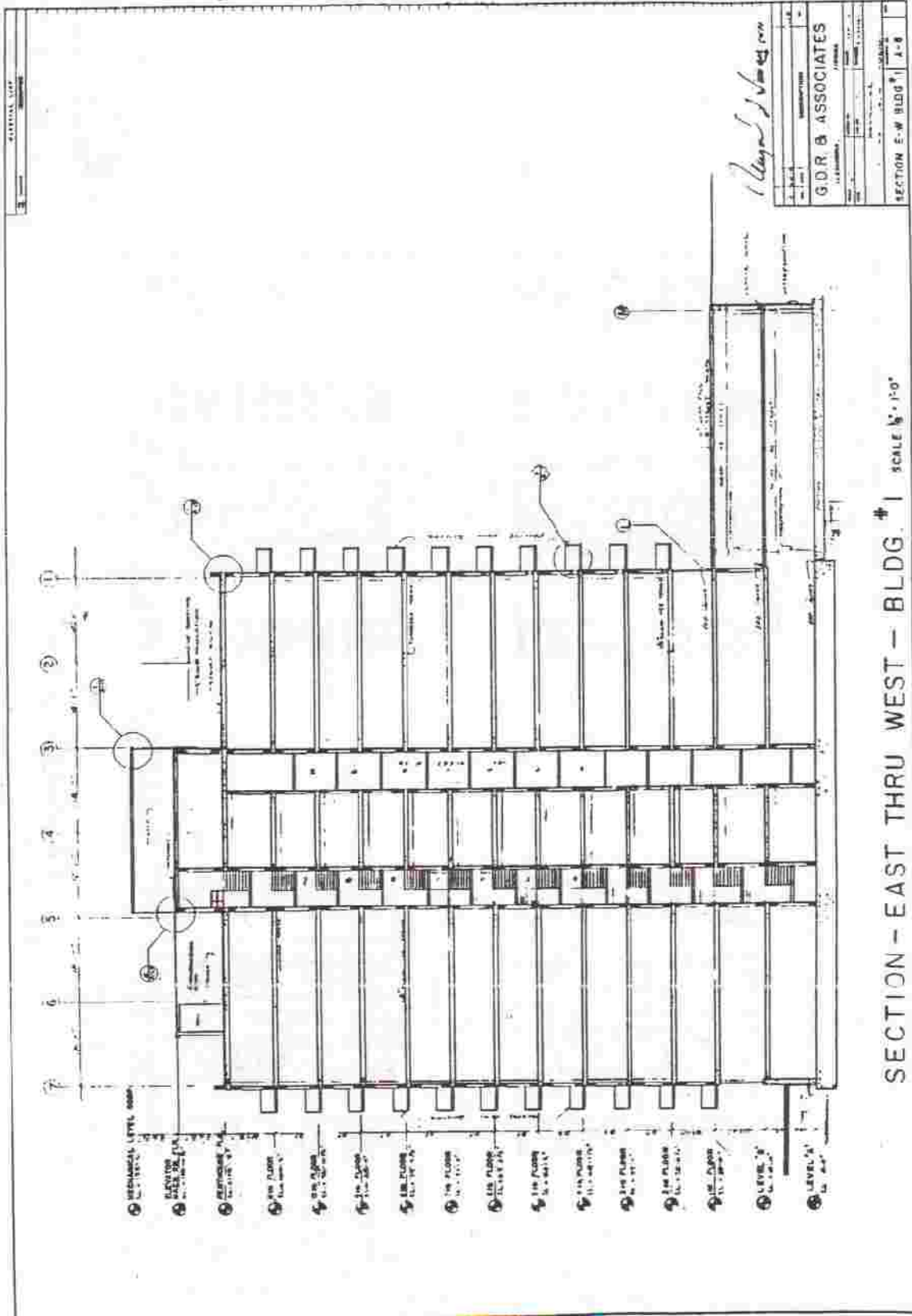


EXHIBIT H - 15

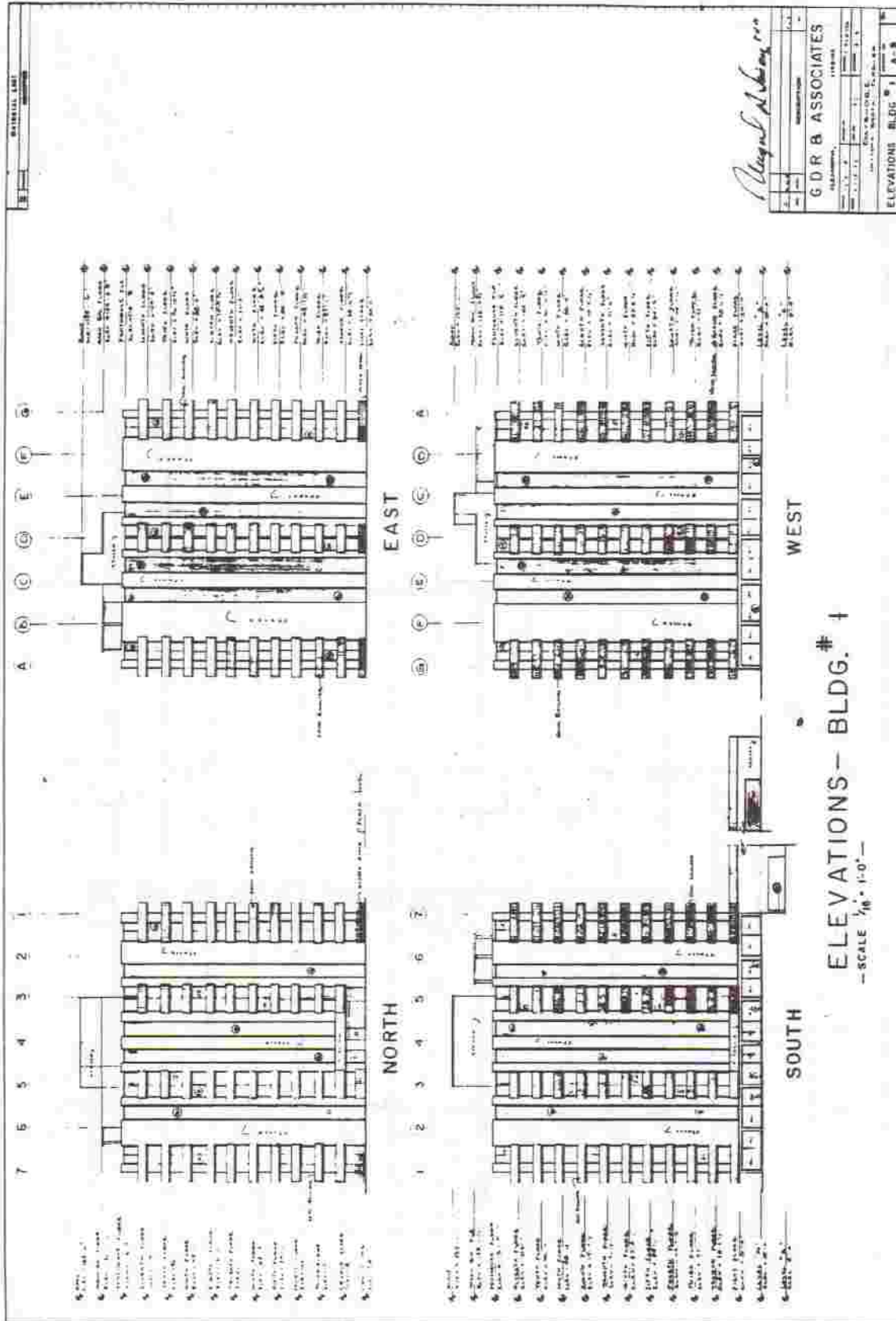


EXHIBIT H - 16

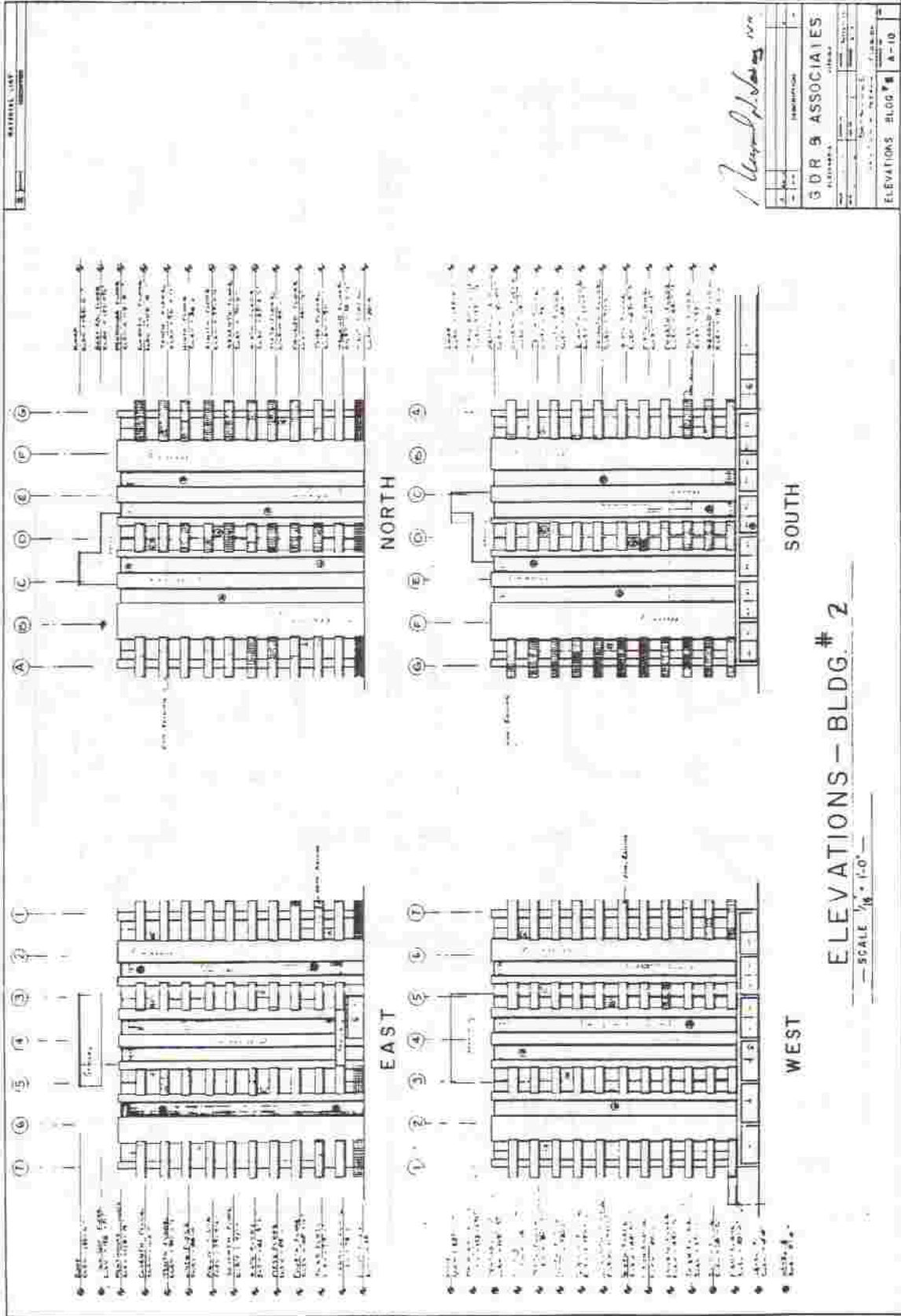


EXHIBIT H - 17



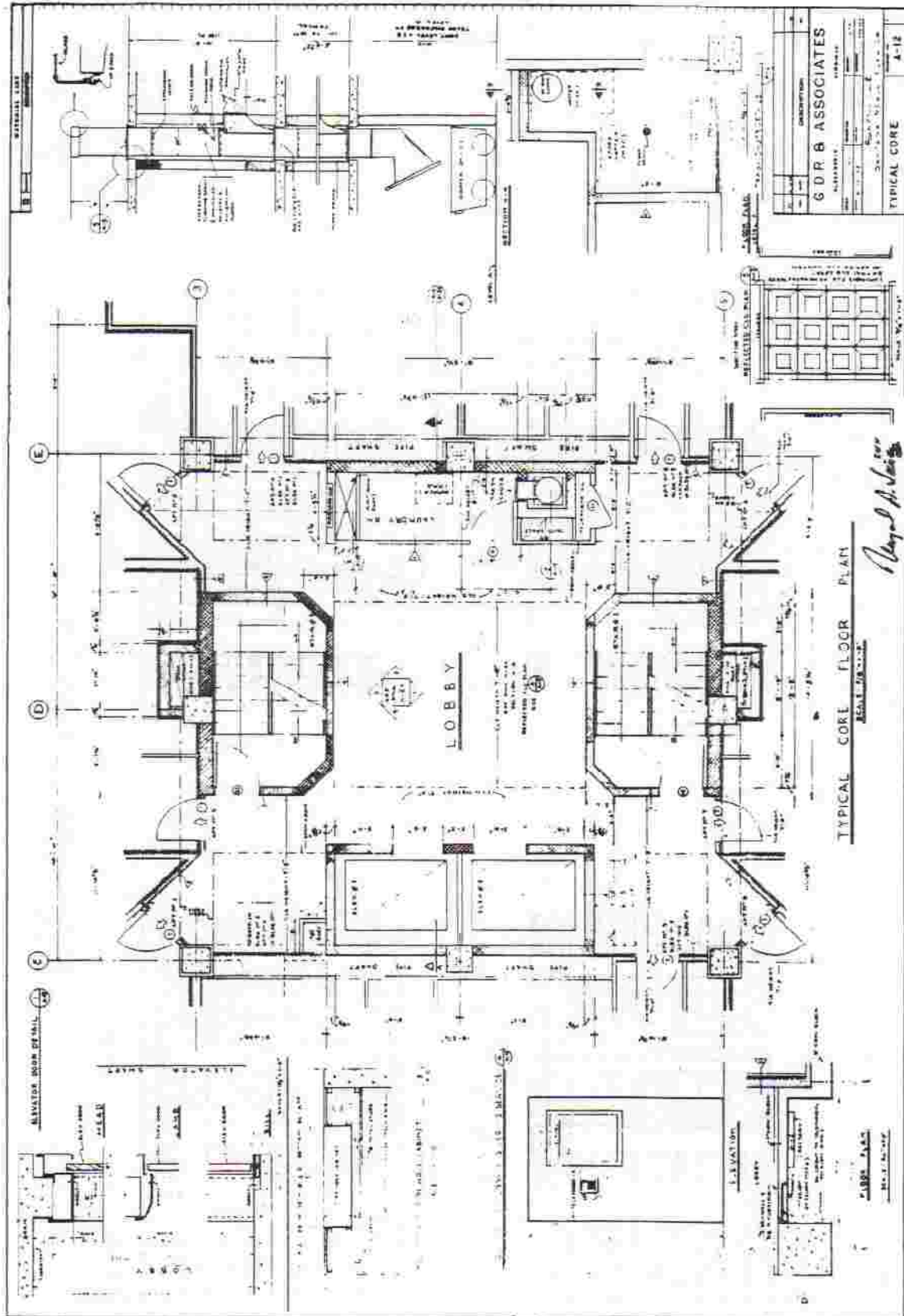


EXHIBIT H - 18

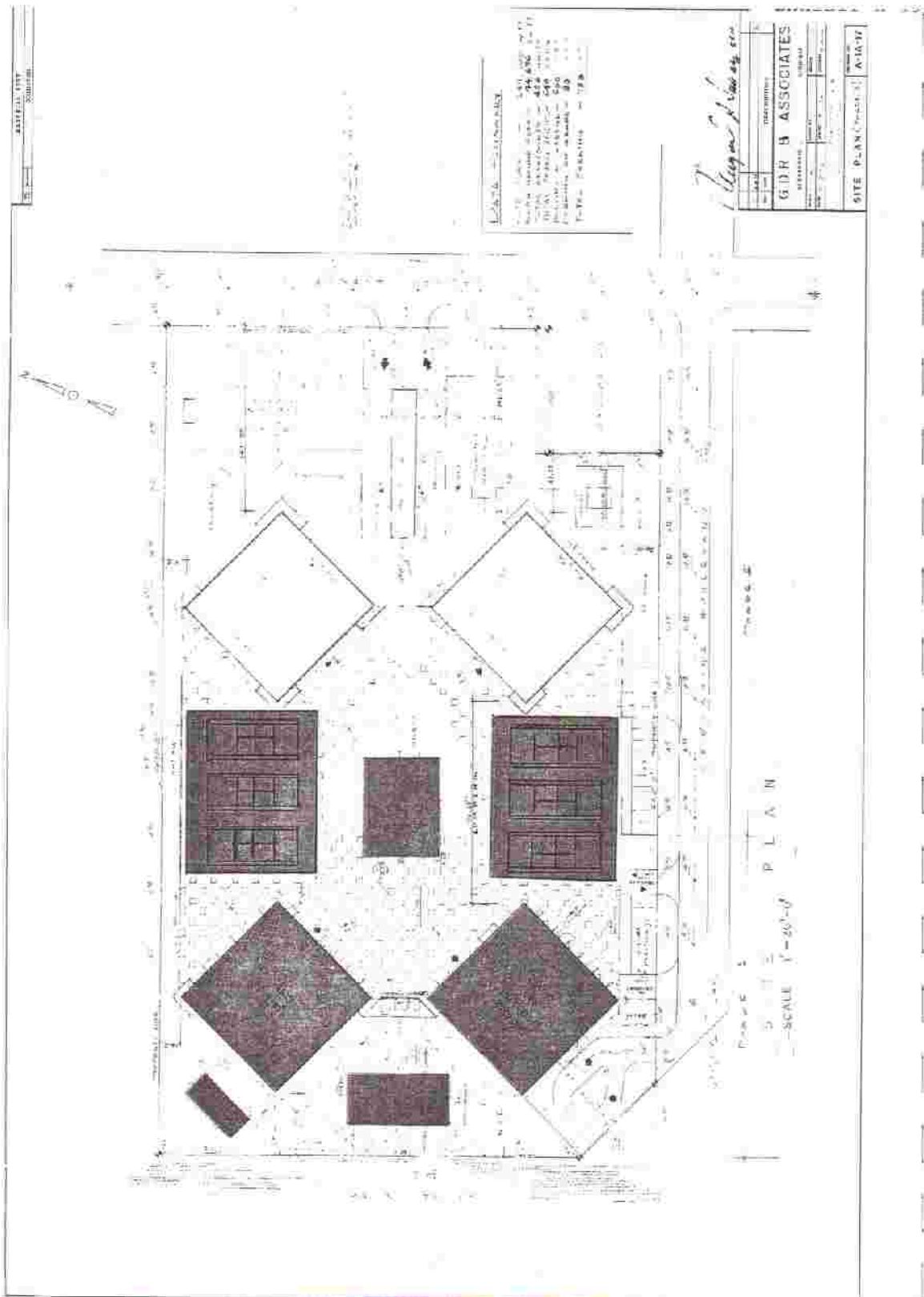
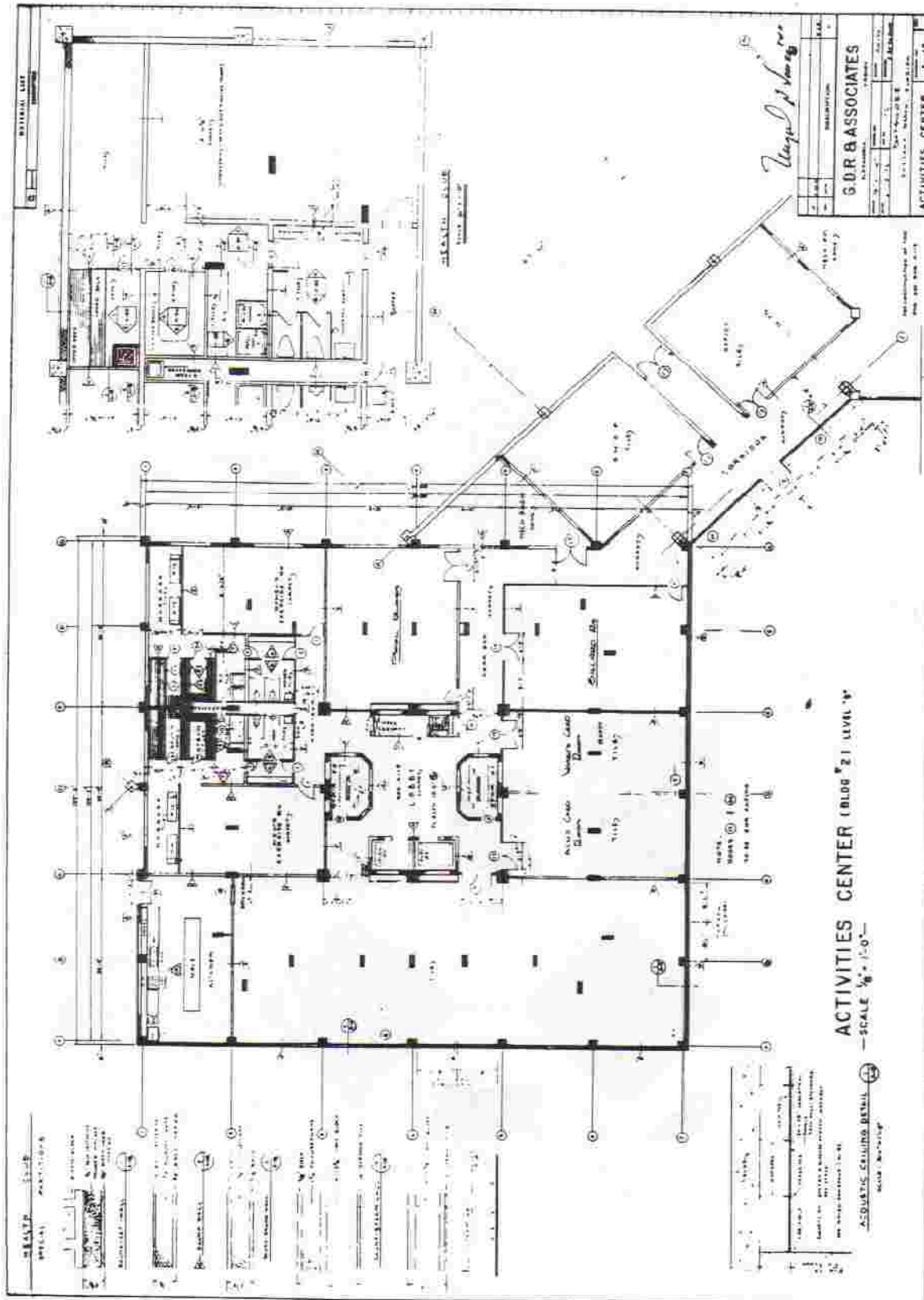
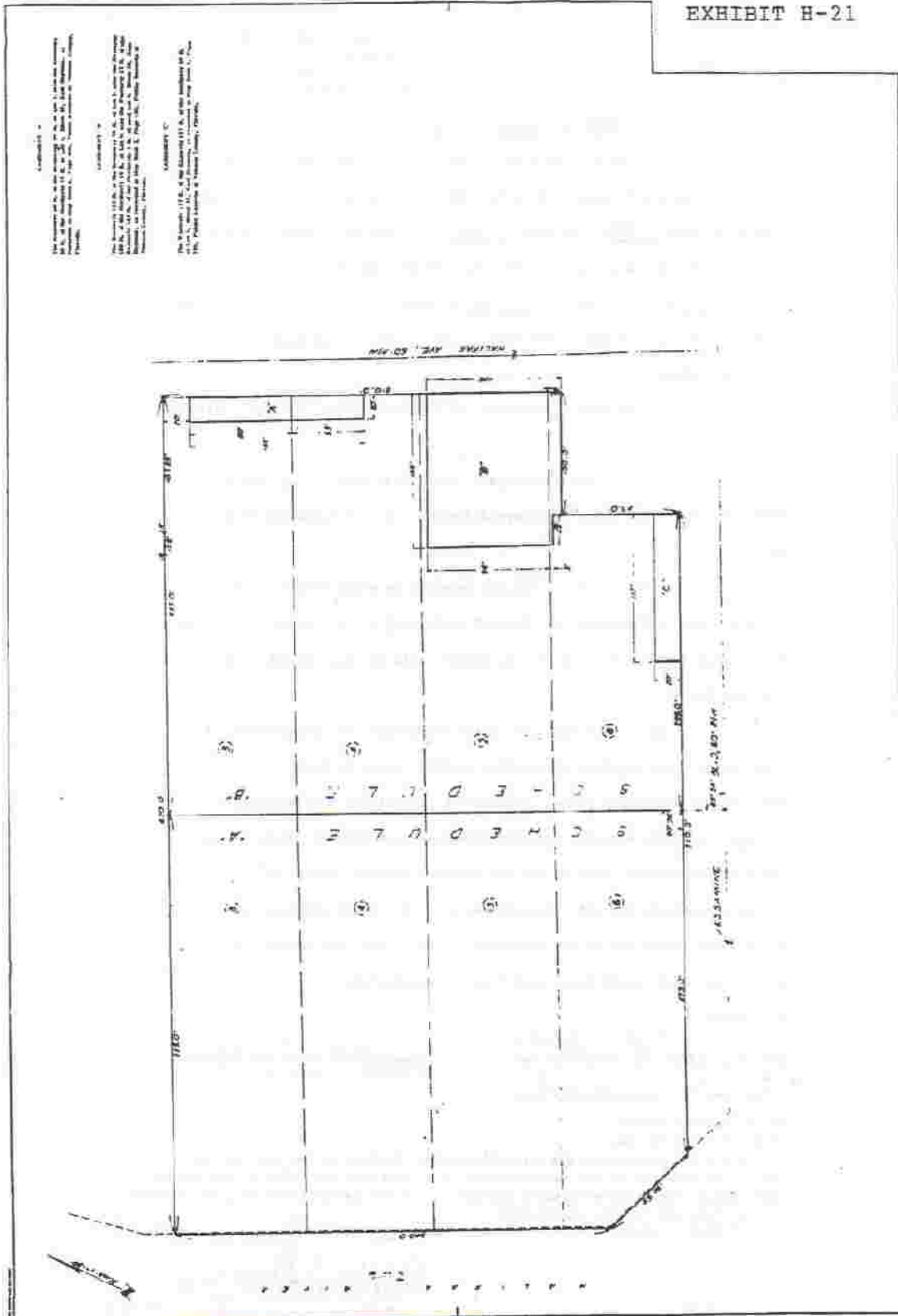


EXHIBIT H - 19





**COMMENTS -**  
 1. The building is located on the east side of the street, between the street and the existing building. The building is a two-story structure with a total area of approximately 20,000 square feet. The building is currently vacant and is being prepared for occupancy. The building is being prepared for occupancy by the City of Los Angeles. The building is being prepared for occupancy by the City of Los Angeles.

**COMMENTS -**  
 2. The building is located on the east side of the street, between the street and the existing building. The building is a two-story structure with a total area of approximately 20,000 square feet. The building is currently vacant and is being prepared for occupancy. The building is being prepared for occupancy by the City of Los Angeles. The building is being prepared for occupancy by the City of Los Angeles.

**COMMENTS -**  
 3. The building is located on the east side of the street, between the street and the existing building. The building is a two-story structure with a total area of approximately 20,000 square feet. The building is currently vacant and is being prepared for occupancy. The building is being prepared for occupancy by the City of Los Angeles. The building is being prepared for occupancy by the City of Los Angeles.



This Instrument Prepared By  
Wesley A. Fink  
P.O. Box 5386  
Daytona Beach, Florida 32020

CERTIFICATE OF SURVEYOR

This Certificate to the Declaration of Condominium for  
Bayshore Bath & Tennis Club, a Condominium, as recorded in Official  
Records Book 1794 at Page 1007, Public Records of Volusia  
County, Florida, and Exhibits "H" attached thereto, as recorded in  
D.K. Book 1794 at Page 1007, Public Records of  
Volusia County, Florida, made this 20 day of August, A.D.,  
1975, as follows:

I, Millard A. Dunham, of Volusia County, Florida, certify  
as follows:

(a) I am a surveyor, licensed to practice in Florida,  
and currently associated with Stepp & Upham, Inc., Registered Engineers &  
Surveyors.

(b) This Certificate is made as to the Bayshore Bath &  
Tennis Club, a Condominium, located in the City of Daytona Beach, County  
of Volusia, State of Florida, in compliance with Section 711.08 (1) (c),  
Florida Statutes.

(c) Exhibits "H" to the Declaration of Condominium,  
together with the wording of said Declaration, which is more  
particularly described above, constitute a correct representation of  
the improvements described in said Declaration of Condominium and its  
exhibits for Phases I and II, and the survey correctly describes  
the improvements of said condominium as it now exists and there can  
be determined therefrom the identification, location, dimension and  
size of the common elements and of each condominium unit.

Witnesses:

William A. Fink  
Wesley A. Fink

Millard A. Dunham  
Millard A. Dunham

STATE OF FLORIDA  
COUNTY OF VOLUSIA

Before me personally appeared Millard A. Dunham to me well known  
and known to me to be the person described in and who executed the foregoing  
instrument, and he acknowledged to and before me that he executed said instrument  
for the purposes therein expressed.

WITNESS my hand and official seal, this 20th day of August, A.D., 1975



William J. Fink  
Notary Public, State of Florida  
My Commission Expires Oct. 18, 1977  
Bonded by American Fire & Casualty Co.

40723

**GENERAL**

1. Use of any of the recreational facilities of the Common Area shall be in such manner as to respect the rights of other Private Dwellings. Use of particular outside recreational facilities will be controlled by regulations to be issued from time to time, but a general such use will be prohibited between the hours of 11:00 P.M. and 7:00 A.M.
2. No radio or television antenna or any wiring for any purpose will be installed on the exterior of a building without the written consent of the Association.
3. An Owner may identify his Private Dwelling with a name plate of a type and size approved by the Association and mounted in a place and manner approved by the Association.
4. Owners are reminded that alternation and repair of the Private Dwelling is the responsibility of Association except for the interior of Private Dwellings. No work of any kind is to be done upon exterior building walls or upon interior boundary walls without first obtaining the approval required by the Declaration of Condominium.
5. Disposition of garbage and trash shall be only by the use of receptacles supplied by the Association. The chutes provided for disposal of rubbish shall be used only between the hours of 7:00 A.M. and 11:00 P.M. All rubbish disposed of in said chutes shall be suitably wrapped.
6. No owner may make or permit any disturbing noises in the building whether made by himself, his family, friends or servants, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other parties. No Owner may play or suffer to be played any musical instrument, phonograph, radio or television set in the Private Dwelling between the hours of 11:00 P.M. and the following 8:00 a.m. if the same shall disturb or annoy other occupants of the Private Dwellings.
7. Elevators may be used for the carrying of freight only under the supervision of the management.
8. Moving in/out will be permitted through the "A: level garage only and between the hours of 9:00 A.M. and 5:00 P.M. Monday through Friday only.
9. All private dwelling units shall be carpeted except in the bathrooms and kitchens. NOTE: Any Unit owner who desires to resurface areas of their unit with ceramic tile or wood flooring MUST have approval of management prior to installation of same.
10. No shades, awnings or window guards shall be used except as shall be approved by the Management Association, and all linings for drapes and/or curtains shall be of a fabric known as "Roc-Ton" or equal and similar material, and shall be white in color only. Any sheer drapery used in conjunction with over drapery shall also be colored white.

11. Each unit owner shall provide the manager with such key or keys as necessary to gain access to his unit, and any owners altering any lock or installing any new lock or any door providing access to his unit shall give a key to such new or altered lock to the manager.

12. The Management Association reserves the right to make such other Rules and Regulations from time to time as may be deemed necessary for the safety, care, comfort and convenience of all occupants as well as the cleanliness of the premises.

13. No Pets allowed: By Law XIII – “Private dwelling owners of units that are purchased after November 6, 1986 shall not be permitted to have pets”.

**SOCIAL/RECREATIONAL ROOMS:**

1. PARTY ROOM:

a) The Party Room is for the exclusive use of the Bayshore adult resident owners and adult resident lessees (hereinafter referred to as “resident”) only and their invited guests. The resident requesting use of the party room must be present during the entire time of the function.

b) Residents may reserve the Party Room for their use provided that use does not conflict with other previously scheduled activities. Reservations must be made in person with the Manager not less than ten (10) days in advance of the desired date.

c) It shall be the responsibility of the resident requesting use of the Party Room to provide satisfactory cleaning after the function as per arrangements with the Manager and contingent upon the Party Room schedule. If, upon inspection by the Manager, the premises have not been left in a satisfactory condition, the Association will furnish janitorial service at the expense of the host. Janitorial service will be deducted from the deposit; janitorial service, if necessary, per hour, per employee.

d) Maximum number of guests is limited to 125, excepting Association functions.

e) Guests attending functions are not permitted to use other recreational facilities

f) At the time the reservation is made the resident requesting use of the Party Room will be required to execute a Financial Responsibility Acknowledgement form as said resident is responsible for any damage to the Common Elements caused by the resident, his family, employees or guests.

2. Children under the age of 16 years are not permitted to use the social/recreation rooms, excepting the Junior Game Room, unless they are supervised by an adult.

3. Furniture will not be moved from one social room to another without prior arrangement with the manager.
4. Residents and guests are responsible for damage and missing items.

### **BALCONIES, CORRIDORS, STAIRWAYS, LOBBIES (ALL COMMON AREAS)**

1. The balconies, patios and exterior stairways shall be used only for the purposes intended and shall not be used for open flame cooking, hanging garments or other objects, or for cleaning of rugs or other household items. Nothing shall be thrown or emptied by the owners or their tenants or servants out of the windows or doors, or down the stairways or in the common areas, nor shall anything be hung from the outside of the windows or on the outside balconies.
2. No drying of laundry will be permitted outside of a Private Dwelling. Laundry work shall be done only in the areas provided for such purposes.
3. Common areas of the building will be used only for the purposes intended. No articles belonging to owners will be kept in such areas which shall be kept free of obstruction.
4. Bare feet and bare torsos are not permitted in corridors, stairways, lobbies, elevators or social rooms. Swimsuits must be covered.
5. Furnishings on balconies must be suitable for BALCONY use.

### **TENNIS COURTS**

1. A sign-up sheet will be maintained at the courts:
  - a) Singles play is limited to one hour.
  - b) Doubles play is limited to two consecutive hours.
  - c) No one person or group may sign for more than two consecutive hours.
2. Proper tennis attire, including flat soled tennis shoes, is required.
3. No food or glass containers allowed on the courts.

### **SAFETY and SECURITY**

1. Skateboards, Frisbees, ball playing and other hazardous play are prohibited
2. Under no circumstances are lobby or garage doors to be opened for unknown persons.
3. Do not permit strangers to follow you into the building. Advise them to call the resident they wish to visit on the security phone

**SWIMMING POOL AND SWIMMING POOL AREA REGULATIONS**

1. Furniture other than that provided shall not be used in the pool areas, nor shall such furniture be removed from said area.
2. Users of the pool area are responsible for the removal of all articles brought thereto by them. Including but not limited to towels, books, and magazines, at the time they leave said area.
3. Swimming shall be permitted only between such hours as are prescribed by the manager.
3. No running, pushing, or scuffling shall be permitted in the pool area.
4. There shall be no splashing of water other than that accompanying normal swimming.
5. Voices shall be kept at normal conversational levels.
6. No life rafts, toys or other objects shall be permitted in the pool area.
7. Showers shall be taken before entering the pool.
8. Any person having any skin disease communicable disease, any communicable skin disease, sore or inflamed eyes, nasal or ear discharges shall be excluded from the pool.
9. All bobby pins, hairpins, or other such materials shall be removed before entering the pool.
10. No children under the age of 16 shall be permitted to entertain guests in the pool or poolside area or on the dock unless their guests are under the poolside supervision of a parent or occupant-guardian of the minor occupant.
11. No glass containers of any kind shall be permitted in the pool area.
12. The pool is for the exclusive use of all occupants and their guests, and the occupants are responsible for the conduct of their guests.
13. All persons shall comply with the request of the Manager or Management Agent respecting matters of personal conduct in and about the pool, dock and recreational areas.
14. No pets of any kind shall be permitted in or on the recreation deck or pool/dock area.

**PARKING AREA RESOLUTIONS**

1. Automobiles may be parked only in the areas provided for that purpose. No vehicle belonging to an owner or to a member of his family or guests, subtenants, or employee of an owner shall be parked in such a manner as to impede or prevent ready access to other parking spaces. The owners, their employees, servants, agents, visitors, licensees and the owner's family will obey any parking regulations posted at the parking area and ramps and any other traffic regulations promulgated in the future for the safety, comfort and convenience of the owners and others using the premises.

2. The owners shall not cause or permit the blowing of any horn from any vehicle in which his guests, family, tenants, invitees, or employees shall be occupants approaching or upon any of the driveways or parking areas serving the project, except as may be necessary for the safe operation thereof.

3. No vehicles shall be left standing in a parking stall in a non-operative condition, or shall there be any repairs to vehicles done in a parking stall.

4. Management reserves the right to remove any vehicles parked in an unauthorized place or manner at the expense of the respective owners thereof.

5. Any resident using a parking space other than the one assigned must have authorization filed with the manager

6. Commercial vehicles, boats, boat trailers, house trailers, motor-homes or other type recreational vehicles shall be parked in designated areas except as follows: per By-Law XIV:

A. Recreational vehicles, boats trailers and utility (and accompanying 2-wheel auto) trailers shall not be parked in the outside, common and/or limited common elements parking spaces on a continuing basis; other than in the space designated by the Condominium Association for said vehicles. These vehicles may be parked in the non-designated area for a period not exceeding forty eight (48) hours for the purpose of loading and/or unloading.

1. A "recreational vehicle" is defined as a vehicular type unit primarily designated as temporary living quarters for recreational, camping or travel use.

2. The basic units of recreational vehicles are travel trailer, camping trailer, truck- camper and motor home.

B. An exception to the above parking restriction is made for recreational vehicles owned by unit owners and (1), registered at the office of the Condominium Association and (2), assigned a parking slot in the designated recreational area. There are seven available parking slots for recreational vehicles assigned on a first come, first serve basis. If all parking areas for recreational vehicles are in use, then the condominium manager shall maintain a list and as a unit owner disposes of his vehicle and relinquishes his need for a space, then the next ensuing owner on the list shall be

assigned said space. Additionally, the Condominium Manager shall inquire of various recreational vehicle storages and endeavor to assist owners, if any, who own recreational vehicles but who cannot park said vehicles on the premises in placing their vehicles in another storage lot. The Condominium Association shall have no liability or responsibility herein, but shall perform this function solely to accommodate unit owners.

7. Washing of vehicles is permitted in designated areas only.
8. Bicycles shall be parked in designated areas only.
9. Bicycle riding in the garage, except for ingress or egress, is prohibited

**I HAVE and UNDERSTAND THESE RULES and REGULATIONS**

\_\_\_\_\_Date\_\_\_\_\_

\_\_\_\_\_Date\_\_\_\_\_

Pages #150 – 154 represents the five (5) pages terminated per (amendment 11-5-87)

**EXHIBIT - P-1 - Begins on page 155**

*NOTE: Unit Owners assumed control of Bayshore Club Management Association, Inc. on NOVEMBER 9, 1978.*

(\* ) Not Underlined -- Original 1978 -- RULES AND REGULATIONS, Exhibit P-1 in original book of Ownership Documents Pages 129 and 130 (#1-15)



(\*) Underlined -- Revised - 1979 -- REVISED RULES and REGULATIONS  
(approved by the Board of Directors for changes/additions at the April 26, 1979 meeting).

This “Revised Rules and Regulations” approved by the Board of Directors at the April 26, 1979 meeting established sections titled as follows seven categories:

GENERAL

SOCIAL/RECREATIONAL ROOMS

GARAGE AND PARKING AREAS

PETS

SWIMMING POOL AND SWIMMING POOL/DOCK AREA

TENNIS COURTS

SAFETY AND SECURITY

(\*) -- **Amendments made after 1979 and underlined**

(\*) - - *(third amendment in bold italic)*

(\*) - - *if another amendmend, italic and underlin*

EXHIBIT P – 1

## RULES AND REGULATIONS

(In Original Ownership Documents 11-9-78)

Original Copy numbered #1 - #15

### REVISED RULES and REGULATIONS

BAYSHORE CLUB MANAGEMENT ASSOCIATION, INC. (revised 4-26-79)

These rules and regulations apply to all owners, lessees, occupants , or guests in the condominium. Full compliance is a condition of continued occupancy or visitation. These rules and regulations supersede any rules contained in the Homeowners Handbook with which they may be in conflict. (revised 4-26-79)

IT SHALL BE THE RESPONSIBILITY OF THE MANAGER TO ENFORCE THESE RULES AND REGULATIONS. The manager will report any willful or continued noncompliance to the President of the Board of Directors, Bayshore Club Management Association, Inc., who will convene the Board as soon possible to take such action, legal or otherwise as is deemed necessary to insure compliance. (Revised 4-26-79)

Original #1 - Moved - Automobiles may be parked only in the areas provided for that the purpose. No vehicle belonging to an owner or to a member of his family or guests, sub-tenant or employee of an owner shall be parked in such a manner as to impede or prevent ready access to another owner’s other parking spaces. The owners, their employees, servants, agents, visitors, licensees and the owner’s family will obey any P(p)arking regulations posted at the parking areas and ramps and any other traffic regulations promulgated in the future for the comfort and convenience of the owners shall be obeyed. and others using the premises. (Change made 4/26/79 – “Revised Rules and Regulations” becoming #1 under new heading “**GARAGE AND**

**PARKING AREAS”**) (amended/moved 4-26-79 per Revised “Rules and Regulations” reflects changes made through 4-26-79 when new **“GARAGE AND PARKING AREAS)” category was added - See [Parking Regulation – EXHIBIT - P3] for details regarding Policy Resolution No six [PR-6] amended/adopted 8-28-80 (amended/adopted unanimously by the Board of Directors 2-19-81—AND replacing resolution of 8-28-80) See EXHIBIT P-3**

-----  
GENERAL - (added/revised version – 4/26/79) [underlined]

Original #2 – (now # 1). Use of any of the recreational facilities of the Common Elements will be in such manner as to respect the rights of other Private Dwellings. Use of particular outside recreational facilities will be controlled by regulations to be issued from time to time, but a general such use will be prohibited between the hours of 11:00 P.M. and 7:00 A.M.. (changed/revised 4-26-79)

Original #3 - (now #2) No radio or television antenna or any wiring for any purpose may be installed on the exterior of a Private Dwelling without the written consent of the Association. (changed/revised 4/26/79)

Original #4. - (now #3) An Owner may identify his Private Dwelling with a name plate of a type and size approved by the Association and mounted in a place and manner approved by the Association. (changed/revised 4-26-79)

Original #8 – (now #4) Owners are reminded that alteration and repair of the Private Dwelling is the responsibility of Association except for the interior of Private Dwellings. No work of any kind is to be done upon exterior building walls or upon interior boundary walls without first obtaining the approval required by the Declaration of Condominium. (changed/revised 4-26-79)

Original #5. – (Moved) The balconies, patios and exterior stairways shall be used only for the purposes intended, and shall not be used for open flame cooking, hanging garments or other objects, or for cleaning of stoves or other household items. Nothing shall be thrown or emptied by the owners or their tenants or servants out of the windows or doors, or down the stairways or in the common areas, nor shall anything be hung from the outside of the windows or placed on the outside balconies. (amended/revised 4-26-79) – Moved to section **“BALCONIES, CORRIDORS, STAIRWAYS, LOBBIES (ALL COMMON AREA)** to become #1 in that category and includes changes noted above.

Original #9 – (now #5) Disposition of garbage and trash shall be only by the use of receptacles supplied by the Association. Use of the chutes provided for disposal of rubbish shall be used only between the hours of 7:00 A.M. and 11:00 P.M.. All rubbish disposed of in said chutes shall be suitably wrapped. (changed/revised 4-26-79 with wording changes shown above)

Original #6 - (Moved) No drying of laundry will be permitted outside of a Private Dwelling. Laundry work shall be done only in areas provided for such purposes. (changed/revised 4-26-79 – Moved to section **‘BALCONIES,**

**CORRIDORS, STAIRWAYS, LOBBIES (ALL COMMON AREA)** to become #2 in that category.

Originally #11 - Now #6 No owner may make or permit any disturbing noises in the building whether made by himself, his family, friends or servants, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other parties. No Owner may play or suffer to be played any musical instrument, phonograph, radio or television set in his the Private Dwelling between the hours of 11:00 P.M. and the following 8:00 A.M. if the same shall disturb or annoy other occupants of the Private Dwellings. (amended/revise 4-26-79)

Original #7 - (Moved) Common areas of buildings will be used only for the purposes intended. No articles belonging to Owners will be kept in such areas, which shall be kept free of obstruction. (changed/revise 4-26-79 - Moved to section **"BALCONIES, CORRIDORS, STAIRWAYS, LOBBIES (ALL COMMON AREA)"** to become #3 in that category. No wording changed. **(adopted 10-28-82 "when adopting Policy Resolution #12 "STORAGE and USE of BICYCLES)"**

Originally #12 - (Now #7) Elevators may be used for the carrying of freight only under the supervision of the management. (amended/revise 4-26-79)

Original #8 - (now #4) Owners are reminded that alteration and repair of the Private Dwelling is the responsibility of Associat except for the interior of Private Dwellings. No work of any kind is to be done upon exterior building walls or upon interior boundary walls without first obtaining the approval required by the Declaration of Condominium. (changed/revise 4-26-79)

(NEW #8) Moving in/out will be permitted through the "A" level garage only and between the hours of 9:00 A.M. and 5:0 P.M. Monday through Friday only. (added per "Revised Rules and Regulations" 4/26/79)

Original #9 - (now #5) Disposition of garbage and trash shall be only by the use of receptacles supplied by the Association. Use of t(T)he chutes provided for disposal of rubbish shall be used only between the hours of A.M. and 11:00 P.M.. All rubbish disposed of in said chutes shall be suitably wrapped. (changed/revise 4-26-79 with wording changes shown above)

Original #13 - (Now #9) All private dwelling units shall be carpeted except in the bathrooms and kitchens. (amended/revise 4-26-79) -----

**Note: Any Unit Owner who desires to resurface areas of their unit with ceramic tile or wooden flooring MUST have approval of anagement/ prior to installation of same.**

Original #10 (Moved) No pets will be allowed on or about the property unless they are confined to the Owner's Private Dwelling and no pet may be kept that causes any annoyance of any kind to neighboring Private Dwelling Owners. (revised/amended and Moved to PET section per Revised Rules and Regulations 4-26-79) **(Per Policy Resolution No. 5 [PR-5] adopted by the board of directors at the 8-23-80 meeting and (amended to By-Laws - Section XIII, approved 11-4-82)**

(Now #10) - Originally #14 No shades, awnings or window guards shall be used except as shall be approved by the Management Association, and all linings for drapes and/or curtains shall be of a fabric known as “Roc-Ton” or equal and similar material, and shall be white in color only. Any sheer drapery used in conjunction with over drapery shall also be colored white. (amended number change 4-26-79 per Revised Rules and Regulations)

Originally #11 - (now #6) No Owner may make or permit any disturbing noises in the building whether made by himself, his family, friends or servants, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other parties. No Owner may play or suffer to be played any musical instrument, phonograph, radio or television set in his the Private Dwelling between the hours of 11:00 P.M. and the following 8:00 A.M. if the same shall disturb or annoy other occupants of the Private Dwellings. (changed/revised 4-26-79 with wording changes shown above)

New -- #11 **Each unit owner shall provide the manager with such key or keys as are necessary to gain access to hi unit, and any owners altering any lock or installing any new lock on any door providing access to his unit shall give a key to such new or altered lock to the manager. (see Resolution NO. 9 - section regarding “Access to Units” (amended/adopted 3-19-81)**

**NO. 9 - section regarding “Access to Units” (amended/adopted 3-19-81)**

### **Policy and Resolution #9 [PR-9]**

**[PR-9] - ACCESS TO UNITS – relating to key control and access to units:**

#### **1. DEPOSIT AND CONTROL OF KEYS:**

**(a) All Owners were issued keys to their Unit at settlement. Pursuant to the provisions of the Ownership Documents, the ASSOCIATION has retained copies of those keys.**

**(b) If additional locks are added or if the locks are changed by an Owner or tenant, the Owner or tenant shall provide the ASSOCIATION with working keys to those locks.**

**(c) The following security measures have been put into effect to protect the ASSOCIATION from liability and protect each Owners and tenants security.**

**(1) Keys have been coded and placed in a locked container. The code does not indicate the Unit served by the key.**

**(2) The key index, which relates a given key to a given Unit, is kept in a separate container.**

(3) If a key is lost by the ASSOCIATION, the lock will be changed and new keys issued at the expense of the ASSOCIATION.

(4) In order to enhance security, the ASSOCIATION reserves the right to periodically change locks and re-issue keys.

(5) In all except emergency cases, the ASSOCIATION shall give prior notice of the need for access to the Unit and to the extent practicable make arrangements with the Owner or tenant to gain access.

(6) In case of an emergency wherein life, limb or property is in jeopardy, the ASSOCIATION shall make a reasonable attempt to contact the Owner or tenant prior to entering the Unit.

(d) If the ASSOCIATION does not have working keys, and emergency access to a Unit is necessary and the Owner or tenant absent, the Owner or tenant shall bear all costs related to the Unit and damage caused to that Unit, another Unit and/or the Common Elements by the emergency and sustain whatever additional liabilities may be related to the occurrence. "Emergency" as used in this context shall mean and refer to any event wherein life, limb and property are in jeopardy in the judgement of the Manager.

**2. ACCESS TO UNITS** (second part of PR-9) adopted by the Board of Directors at the regular board meeting 3-19-1981)

(a) The ASSOCIATION will attempt to provide reasonable notice of its need for access to a Unit.

(b) If the ASSOCIATION enters a Unit from which Owners or are absent the ASSOCIATION will leave written notice of the date, time, and purpose of entry, signed by an ASSOCIATION representative.

(c) The ASSOCIATION will provide notice of the need for en to Units for the purpose of "pest control" through the community newsletter calendar which shall be posted on the bulletin board.

(d) The ASSOCIATION cannot assume the responsibility for admitting delivery, trade, and other visitors of the owners or tenants to the building or Units.

(e) Loss of Unit door key by an Owner or tenant does not constitute an emergency; however, the BOARD recommends the following, in the order listed:

(1) Use the buddy system, exchange a key with a neighbor or friend.

(2) Contact the Manager.

(3) Contact an Officer of the ASSOCIATION

**(4) Call the Answering Service number 255-3686, tell the operator that you are locked out, ask that the maintenance man call be notified. There will be a \$10.00 charge for his service.**

**(5) Call a locksmith. A list is posted on the bulletin board. (amended/adopted [PR-9] 3-19-81)**

Original #12 - (Now #7) Elevators may be used for the carrying of freight only under the supervision of the management. (amended/revised 4-26-79)

New #12 (was #15) The Management Association reserves the right to make such other Rules and Regulations from time to time as may be deemed necessary for the safety, care, comfort and convenience of all occupants as well as the cleanliness of the premises. (amended/revised per "Revised Rules and Regulations" 4-26-79)

Note: The "General" section in the "Revised Rules and Regulations ended with #12 thus there is no new #13.

Original #13 - (Now #9) All private dwelling units shall be carpeted except in the bathrooms and kitchens. (amended/revised 4-26-79) -----

**Note: Any Unit Owner who desires to resurface areas of their unit with ceramic tile or wooden flooring MUST have approval of management/ prior to installation of same.**

Original #14 - (Now #10) No shades, awnings or windows guards shall be used except as shall be approved by the Management Association, and all linings for drapes

Original #15 - (Now #12) The management association reserves the right to make such other Rules and Regulations from time to time as may be deemed necessary for the safety, care, comfort and convenience of all occupants as well as the cleanliness of the premises. (changed/revised 4-26-79)

**ALL UNIT OWNER MEMBERS OF THE BAYSHORE CLUB MANAGEMENT ASSOCIATION, LESSEES AND GUESTS SHALL HAVE THE RIGHT TO REASONABLE USE OF ALL COMMON AREAS, SUBJECT TO SPECIFIC RULES AND REGULATIONS APPLYING TO THOSE AREAS AS FOLLOWS:**  
(amended/revised per Revised Rules and Regulations 4-26-79)

Note: Original "Rules and Regulations" ran #1 through #15. Per amended "Revised Rules and Regulations with subdivisions begins here with SOCIAL/RECREATIONAL ROOMS.

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Revised Rules and Regulations Continued

**SOCIAL/RECREATIONAL ROOMS** - (Party, Card, Exercise, Pool and Junior Game Room) (added this section per revised rules and regulations 4-26-79)

1. **PARTY ROOM (per amendment 3/19/81)**

1. (a) The social/recreation Party Rooms are is for the exclusive use of the condominium Bayshore adult residents OWNERS OR (and) ADULT (resident) LESSEES (hereinafter referred to as "resident") only and their invited guests. The resident requesting use of the Party room must be present during the entire time of the function. (added 4-26-79) (amended 1-24-80 effective 2-1-80) (amended per Policy Resolution #3 [PR-3] adopted and amended 3-19-81)

(b) Residents may reserve the Party Room for their use provided that use does not conflict with other previously scheduled activities. Reservations must be made in person with the Manager not less than ten (10) days in advance of the desired date. (amended/added per [PR-3] 3/19/81)

(1) Maximum number of guests is limited to 125

2. Children under the age of 16 years are not permitted to use the social/recreation rooms, excepting the Junior Game Room, unless they are supervised by an adult. (amended/added 4-26-79)

3. Furniture will not be moved from one social room to another without prior arrangement with the manager. (amended/added 4-26-79)

4. Residents and guests are responsible for damage and missing items. (amended/added 4-26-79)

5. Represents previous amendments and most all repeated herein.

Was #5.(b) - (Now #1 (g) At the time the reservation is made the requesting resident requesting use of the Party Room shall will be advised of any required to execute a deposit or fee Financial Responsibility Acknowledgement form as said resident is responsible for any damage to the Common Elements caused by the resident, his family, employees or guests. (amended/added 4-26-79) (amended per [PR-3] 3/19/81)

1. (c) It shall be the responsibility of the resident requesting use of the Party Room to provide satisfactory Clean-uping after the function as per arrangements with the Manager and contingent upon the Party Room schedule. If, upon inspection by the Manager, the premises have not been in a satisfactory condition the ASSOCIATION will furnish janitorial service will be provided through the manager at the expense of the host. Janitorial service will be deducted from the deposit. Janitorial service, if necessary, per hour, employee. (amended 4-26-79) (amended per [PR-3] 3/19/81)

1. (d) Use of the room must be under the supervision of the resident host who shall be present for the duration of the function. The room shall be vacated not later than 12:00 midnight. (added 4-26-79)

(e) Maximum number of guests is limited to 125, excepting Association functions. (added 4-26-79)

(f) Guests attending functions are not permitted to use other recreational facilities. (added 4-26-79)

Continued...

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**BALCONIES, CORRIDORS, STAIRWAYS, LOBBIES (ALL COMMON AREAS).**  
(this section was approved by the board of directors at 4-26-1979 as "REVISED RULES AND REGULATIONS

Original #5 (Now #1) The balconies, patios and exterior stairways shall be used only for the purposes intended and shall not be used for **Open-Flame** cooking, hanging garments or other objects, or for cleaning of rugs or other household items. Nothing shall be thrown or emptied by the owners or their tenants or servants out of the windows or doors, or down the stairways or in the common areas, nor shall anything be hung from the outside of the windows or on the outside balconies. (amended 4-26-1979) **(amended per policy resolution #11 "Restrictions of use of Grills and Open Flames on the Common Elements and Limited Common Elements" 10-28-82)**

**Policy Resolution #11 adopted 10-28-82**  
**RESTRICTION OF USE OF GRILLS AND OPEN  
FIRES ON THE COMMON ELEMENTS AND  
LIMITED COMMON ELEMENTS**

**(1) No open fires shall be permitted in any common element or limited common elements are at any time.**

**(2) No use of charcoal, gas, electric or similar type grill shall be permitted in any common element or limited common element at any time.**

**(3) No use of any type grill or cooking appliance shall be permitted in any common element area at any time, except as provided by the ASSOCIATION.**

First Reading 9-16-82 Public Hearing 9-13-82

Adopted this 28<sup>th</sup> day of October, 1982 at a regular meeting of  
The Board of Directors

Attested by Vivian Morris, President (signed  
Milton I. Stewart, Secretary

Book of Minutes No. VI



2. No drying of laundry will be permitted outside of a Private Dwelling. Laundry work shall be done only in the areas provided for such purposes. (amended/added 4-26-79)

3. Common areas of the building will be used only for the purposes intended. No articles belonging to owners will be kept in such areas, which shall be kept free of obstruction. (amended/revised 4-26-79) **(SEE [Policy and Resolution #11 [PR11] above adopted 3-19-81)**

4. Bare feet and bare torsos are not permitted in corridors, stairways, lobbies, elevators or social rooms. Swimsuits must be covered. (added per Revised Rules and Regulations 4-26-79) **(see policy resolution [PR-10 below, adopted 10-28-82)**

**Policy and Resolution #10  
Dress Code**

**1. PR-10 While swimsuits are acceptable attire in the pool deck, dock and carwash areas and in the exercise rooms, suitable foot ware and a cover up jacket or dress over swimsuits shall be required at all times when in other common areas outside the Private Dwelling Unit, specifically including but not limited to elevators and all lobby and hallway areas (adopted Policy Resolution NO. 10 "Dress Code for Common Areas" 10-28-1982.**

**2. PR-10 Occupants and guests using tennis courts shall be required to wear proper tennis attire including shirts and flat-soled tennis shoes.**

**Policy Resolution 10 DRESS CODE FOR COMMON AREAS**

**First Reading 9-16-82 Public Hearing 9-23-82**

**Adopted this 28<sup>th</sup> day of October, 1982, at a regular meeting of**

**The Board of Directors.**

**Attested by: \_\_\_\_\_ (Signed: Vivian Morris \_\_\_\_\_, President**

**\_\_\_\_\_ Milton S. Stewart \_\_\_\_\_, Secretary**

**Book of Minutes NO. VI**

5. Furnishings on balconies must be suitable for BALCONY use. (amended 4-25-79)

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**GARAGE AND PARKING AREAS**  
**(Per "Revised Rules and Regulations" 4-26-79)**

(Originally #1) Moved to new section 4-6-79)

**(1) - PARKING RIGHTS (a)** Automobiles may be parked only in the areas provided for that **the** Purpose. No vehicle belonging to an owner or to a member of his family or guests, subtenant, or employee of an owner shall be parked in such a manner as to impede or prevent ready access to another owner's other parking spaces. The owners, their employees, servants, agents, visitors, licensees and the owner's family will obey any P(p)arking regulations posted at the parking areas and ramps and any other traffic regulations promulgated in the future for the safety, and convenience of the owners shall be obeyed. and others using the premises. (Change made 4-26-79 "Revised Rules and Regulations" becoming #1 under new heading "GARAGE AND PARKING AREAS".) (amended/revised per Policy Resolution #6 [PR-6] PARKING POLICY adopted 8-28-80 and replaced with [PR-6] adopted 2-19-81)

**POLICY RESOLUTION #6  
PARKING POLICY  
2-19-81**

Also appears as "EXHIBIT P-3 " in this updated version as it appeared on page 132 of original Ownership Documents,

**1. PARKING RIGHTS**

*(a) Common Elements: Owner/Residents of Bayshore Bath and Tennis Club, guests and employees are entitled to use available Common Element parking spaces together with the right of ingress and egress upon that parking area. Parking in the Common Element parking spaces shall be on a first-come, first-serve basis, or as may be directed for special purposes by the BOARD and subject to RESTRICTIONS contained in paragraph 3 below.*

*(b) Limited Common Elements. Residents of BAYSHORE BATH And TENNIS CLUB, are entitled to use their recorded Limited Common Element parking spaces for APPROVED VEHICLES, together with the right of ingress and egress upon that parking area. An APPROVED VEHICLE using the recorded mited Common Element parking spaces outside the garage shall include any conventional passenger vehicle, motorcycle, van or truck of less that two (2) ton weight load capacity. An APPROVED VEHICLE using the recorded Limited Common Element parking spaces inside the garage shall include any conventional passenger vehicle, van or truck of less than two (2) ton weight load capacity. No CAMPERS, TRAILERS, OTHER RECREATIONAL VEHICLE OF ANY TYPE OR MOTOR VEHICLES STANDING HIGHER THAN SIX FEET SIX INCHES shall be driven into or parked in the garage.*

**2. IDENTIFICATION**

*All vehicles parked in recorded Limited Common Element parking spaces shall be registered with the ASSOCIATION office and shall display a current BCM identification sticker mounted on the back of the inside rear view mirror.*

**3. RESTRICTIONS**

(a) *Commercial vehicles, boats, boat trailers, house trailers, motor-homes or other type recreational vehicles shall be parked in designated Common Element parking areas.*

(b) *NO junk or derelict vehicle or other vehicle on which rent registration plates are not displayed shall be kept in any of the Common Element of recorded Limited Common Element parking areas.*

(c) *All vehicles must be kept in a proper operation condition so as no to be a hazard or a nuisance by noise, exhaust emission or operating fluid leaks.*

(d) *Except for minor adjustments, repairs to vehicles, painting of vehicles or drainage of any automobile fluids shall not be permitted at any time on the Common Elements or recorded Limited Common Element parking areas.*

(e) *All vehicles parked in the Common Element or recorded Common Element parking areas shall observe all posted regulatory signs and space identification lines.*

**4. ASSOCIATION NOT RESPONSIBLE**

*Nothing in this Resolution shall be construed to hold ASSOCIATION or BOARD responsible for damage to vehicles or loss of property from vehicles parked on the Common Element or recorded Limited Common Element parking area.*

**5. CHANGES OR ADDITIONS**

*No signs, initials, numbers or any other additions or rations to parking spaces may be painted, displayed or erected by any resident. This does not apply to a uniform numbering system that may be applied to all parking spaces at the direction of the BOARD.*

**6. ENFORCEMENT OF THE REGULATIONS**

*The BOARD shall make a reasonable attempt to notify the owners of offending vehicles. If such a vehicle is not removed, the BOARD will have the offending vehicle towed at the expense and risk of the owner of said vehicle. In addition to the towing provision, breaches of the above regulations are subject to appropriate action by the BOARD. (policy resolution adopted unanimously by the Board of Directors 2-19-81)*

Garage and Parking areas – continued - (see **EXHIBIT P-3** regarding parking)

2. The owners shall not cause or permit the blowing of any horn from any vehicle in which his guest, family, tenants, invitees, or employees shall be occupants, approaching or upon any of the driveways or parking areas serving project, except as may be necessary for safe operation (amended/revised 4-26-79)

3. No vehicles shall be left standing in a parking stall a non-operative condition nor shall there be any repairs or maintenance done on vehicles in a parking stall.

4. Management reserves the right to remove any vehicles parked in an unauthorized place or manner at the expense of the respective owners thereof.

5. Any resident using a parking space other than the one assigned must have authorization filed with the manager.

Was #6. (MOVED TO BECOME BY-LAW XIV) Commercial vehicles, boats, boat trailers, house trailers, motor-homes or other type recreational vehicles shall be parked in designated areas (amended/revise 4-26-79. (ADOPTED as By-Law XIV - 11-1983)

7. Washing of vehicles is permitted in designated areas o (amended/revise 4-26-79)

8. Bicycles shall be parked in designated areas only. (amended/revise 4-26-79)  
**(See Policy & Resolution #12 below – adopted 10-28-82)**

9. Bicycle riding in the garage, except for ingress or egress, is prohibited. (amended/revise 4-26-79) (See Policy & Resolution #12 below – adopted 10-28-82)

**POLICY RESOLUTION #12**  
**STORAGE AND USE OF BICYCLES**  
Adopted by the Board 10-28-82

**NOW THEREFORE, BE IT RESOLVED THAT the following regulations for the storage and use of bicycles be adopted by the BOARD.**

**1. The ASSOCIATION shall provide a designated area for the storage and parking of bicycles inside the garage areas.**

**2. The ASSOCIATION shall provide a designated area for the occasional parking of bicycles outside of the garage areas immediately adjacent to the Service Entrance parking area.**

**3. Storage or parking racks provided by the ASSOCIATION shall be sufficiently constructed to reasonably provide for security of bicycles against theft. Bicycle owners assume liability for theft or damage to their bicycle when using storage or parking racks.**

**4. The storage or parking of bicycles in any other common element area shall be prohibited. No bicycle shall be attached by chain, cable or other device to any common element or portion thereof, other than the bicycle storage or parking racks provided by the ASSOCIATION.**

**5. Other than in their designated parking or storage areas, no bicycle shall be permitted in or on any common element area, specifically but not limited to the elevators, stairwells, hallways, lobbies, tennis courts, pool deck or first floor entrance deck.**

**First Reading \_\_\_\_\_9-16-82\_\_\_\_\_**

**Public Hearing \_\_\_\_\_9-23-82\_\_\_\_**

Adopted this \_\_\_\_28<sup>th</sup> \_\_\_\_ day of \_\_\_\_ October, 1982, at a regular meeting f the Board of Directors.

Attested by: \_\_\_\_\_Vivian Morris\_\_\_\_, President (signed)  
\_\_\_\_\_Milton I. Stewart\_\_\_\_, Secretary

Book of Minutes No. \_\_\_\_VI

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PETS

(Section added per “Revised Rules and Regulations” 4-26-79)

**(See Policy Resolution #5 – Pet Policy – adopted 8-28-80**

*(See Amendment to By-Laws “ADD SECTION XIII PETS” approved 11-4-82)*

1. Owners are responsible for their pets.
2. No pet may be kept that causes any annoyance of any kind to neighboring residents.
3. A Unit Owner’s pet shall not weigh over twenty pounds.
4. Pets must be carried or leashed when outside the Private Dwelling Unit.
5. Dogs must be walked in the area provided for this purpose.
6. Pets are not permitted in the swimming pool, on the adjacent deck area, in recreation, party, social or exercise rooms.
7. *Private Dwelling Owners of units that are purchased after November 6, 1986 shall not be permitted to have pets. (amended/added – 11-6-86)*

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Page Heading in Original Ownership Documents -----EXHIBIT P-2

SWIMMING POOL AND SWIMMING POOL  
AREA REGULATIONS

SWIMMING POOL AND SWIMMING POOL/DOCK AREA (added/revised 4-26-79) - **numbers/word edits shown below**

1. Furniture other than that provided shall not be used in the pool area, nor shall such furniture be removed from said area. (as reads in the first copy of Ownership Documents)

Originally #2 (Now #1) Users of the pool area are responsible for the removal of all articles brought thereto by them, including but not limited to towels, books, and magazines, at the time they leave said area. (revised 4-26-79)

Originally #3 (Now #2) Swimming shall be permitted only between such hours as are prescribed by the manager. (revised 4-26-79)

Originally #4. (Now #3) No running, pushing, or scuffling shall be permitted in the pool area. (revised 4-26-79)

Originally #5 (Now #4) There shall be no splashing of water other than that accompanying normal swimming.

Originally #6 (Now #5) Voices shall be kept at normal conversational levels.

Originally #7 (Now #6) No life rafts, toys, or other objects shall be permitted in the pool area.

Originally #8 (Now #7) Showers shall be taken before entering the pool.

Originally #9 (Now #8) Any person having any skin disease communicable disease, any communicable skin disease, sore or inflamed eyes, or ear discharges shall be excluded from the pool.

Originally #10 (Now #9) All bobby pins, hairpins, other such materials shall be removed before entering the pool.

Originally #11 (Now #10) No occupants of the apartments children under the age of 16 shall be permitted to entertain guests in the pool or poolside area or on the dock unless their guests are under the poolside supervision of a parent or occupant-guardian of the minor occupant. (revised/word changed amended 4-26-79)

Originally #12 (Now #11) No glass containers of any kind shall be permitted in the pool area.

Originally #13 (Now #12) The pool is for the exclusive use of all occupants and their guests, and the occupants are responsible for the conduct of their guests.

Originally #14 (Now #13) All persons shall comply with the request of the Manager or Management Agent respecting matters of personal conduct in and about the pool, dock and recreational areas.

Originally #15 (Now #14) No pets of any kind shall be permitted in or on the recreation deck or pool/dock area. (amended/added/revised per "Revised Rules and Regulations" 4-26-79)

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TENNIS COURTS (added/revised 4-26-79)

1. A sign-up sheet will be maintained at the courts:
    - (a) Singles play is limited to one hour
    - (b) Doubles play is limited to two consecutive hours.
    - (c) No one person or group may sign for more than two consecutive hours.
  2. Proper tennis attire, including flat soled tennis shoes, is required.
  3. No food or glass containers allowed on the courts.
- 

SAFETY AND SECURITY (added/revised 4-26-79)

1. Skateboards, Frisbees, ball playing and other hazardous play are prohibited.
2. Under no circumstances are lobby or garage doors to be opened for unknown persons.
3. Do not permit strangers to follow you into the building. Advise them to call the resident they wish to visit on the security phone.

EXHIBIT P-3

Note: The following is the original "Parking Area Regulations" seen on page 132 in the original copy of the Ownership Documents.

PARKING AREA REGULATIONS

1. No vehicle belonging to an owner or to a member of his family or guest, subtenant, or employee of an owner shall be parked in a manner as to impede or prevent ready access to other parking spaces. The owners, their employees, servants, agents, visitors, licensees, and the owner's family will obey any parking regulations posted at the parking area and ramps and any other traffic regulations promulgated in the future for the safety, comfort, and convenience of the owners and others using the premises.

2. The owners shall not cause or permit the blowing of any horn from any vehicle in which his guests, family, tenants, invitees, or employees shall be occupants, approaching or upon any of the driveways or parking areas serving the project, except as may be necessary for the safe operation thereof.

3. No vehicles shall be left standing in a parking stall a non-operative condition, or shall there be any repairs to vehicles done in a parking stall.

4. Management reserves the right to remove any vehicles parked in an unauthorized place or manner at the expense of the respective owners thereof.

5. No campers, trailers, motorcycles or any other recreational vehicles of any type shall be driven into or parked in the garage. (original ownership documents wording found on page 132) SEE BY-LAWS, pg 83 XIV – recreational vehicle (amended 11-3-83)

.... SEE AMENDMENTS/REVISIONS BELOW REGARDING [EXHIBIT P-3]

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NOTE: when the “Revised Rules and Regulations” took effect on 4-26-79, the above topic [PARKING AREA REGULATIONS] became a section within the Rules and Regulations.

Policy Resolution #6 [PARKING POLICY] was unanimously revised/adopted by the Board of Directors first on 8-28-80

Policy Resolution #6 [parking policy] was amended last on 2-19-81

RECREATIONAL VEHICLES became Bylaw XIV 11-3-83)

EXHIBIT Q

SPECIAL WARRANTY DEED

THIS INDENTURE, made this \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_,  
By and between A. C. T. OF FLORIDA, INC., a Florida corporation, as Grantor, Party of the First Part and

Grantee, whose post office address is:

Party of the Second Part;

(Wherever used herein, the terms “Grantor” and “Grantee” include all parties to this instrument and their respective heirs, legal representatives, successors and assigns).

W I T N E S S E T H:

That the Party of the First Part, for and in consideration of the sum of ten (\$10.00) Dollars and other good and valuable considerations, to it in hand paid by the said Party of the Second Part, the receipt whereof is hereby acknowledged, and granted, bargained and sold to said Party of the Second Part, \_\_\_\_\_ heirs



and assigns forever, the following described real property, located and situate in the Country of Volusia and State of Florida, to-wit:

A condominium parcel common area consisting of Unit No. #106, Building I, of Bayshore Bath & Tennis Club, a condominium, together with the undivided interests in the common elements and the limited common areas appurtenant is therefore part of the common elements, thereto, according to the Declaration of Condominium thereof recorded in Official Record Book 1794, Pages 1007 to 1099 inclusive, Public Records of Volusia County, Florida. (amended At annual board meeting 12-06-2007)

This conveyance is subject to the following, and by accepting this Special Warranty Deed the Party of the Second Part does agree to assume the following:

1. Taxes for the current year and subsequent years.
2. Conditions, restrictions, limitations, reservations, and easements of record.
3. The terms and provisions of the Declaration of Condominium and Exhibits Attached thereto, recorded in Official Record Book 1794, Pages 1007 to 1099 inclusive, of the Public Records of Volusia County, Florida.

The Party of the First Part does hereby fully warrant the title to all the premises hereby conveyed, and will defend the same against the lawful claims of all persons whomsoever, claiming, by, through or under the said Party of the First Part, but not otherwise.

IN WITNESS WHEREOF, the said Party of the First Part has caused these presents to be executed in its name and behalf by its undersigned officers, the day and year first above written.

Signed, sealed and delivered  
In the presence of:

A.C.T. OF FLORIDA, INC.

\_\_\_\_\_

By \_\_\_\_\_  
President

\_\_\_\_\_

ATTEST: \_\_\_\_\_  
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this \_\_\_\_\_  
Day of \_\_\_\_\_, 197\_\_, by \_\_\_\_\_  
President, and \_\_\_\_\_, Secretary, of A. C. T. OF  
FLORIDA, INC., a Florida corporation, on behalf of the corporation.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

My commission expires: \_\_\_\_\_

(Notary Seal)

EXHIBIT - R

NOTE: THE UPDATED VERSION DONE IN 2007 ENDED WITH PAGE 174  
(PREVIOUS PAGE)

