

This instrument was prepared by:
 T. A. BOROWSKI, JR., of
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 30 South Spring Street
 Post Office Drawer 1271
 Pensacola, Florida 32596
 Our File B319-11799

AMENDMENT TO DECLARATION OF CONDOMINIUM AND BYLAWS
OF BAYSHORE CONDOMINIUM

WHEREAS, a resolution for the adoption of proposed amendments was proposed by the Board of Directors of Bayshore Condominium Association of Pensacola, Inc., and notice of the subject matter of the proposed amendments was given in accordance with the Declaration of Condominium; and

WHEREAS, the proposed amendments have received the approval of two-thirds of the entire membership of the Board of Directors and two-thirds of the votes of the entire membership of the Association;

NOW THEREFORE, know all men by these presents, that the Declaration of Condominium of the Bayshore Condominium, dated June 6, 1980, and recorded in O.R. Book 1444 at Pages 298-363, of the Public Records of Escambia County, Florida, as amended by that certain Amendment to Declaration of Condominium of Bayshore Condominium, dated November 30, 1983, and recorded in O.R. Book 1842 at Pages 250-253, of the Public Records of Escambia County, Florida, and further amended by that certain Amendment to Declaration of Condominium of Bayshore Condominium, dated September 23, 1988, and recorded in O.R. Book 2636 at Page 239-241 of the Public Records of Escambia County, Florida, and the Bylaws of said Condominium are hereby further amended as follows:

1. Paragraph 2.3 of the Bylaws of Bayshore Condominium Association of Pensacola, Inc. is deleted in its entirety and in lieu thereof the following provision is added:

2.3. Special members' meetings.

A. A special meeting of the unit owners to recall a member, or members, of the Board of Administration (also referred to as the Board of Directors), may be called by 10 percent of the voting interests giving notice of the meeting as required for a meeting of unit owners, and notice shall state the purpose of the meeting. If the recall is approved by a majority of all voting interests by a vote at a meeting, the recall will be effective immediately and the recalled member, or members, of the Board of Administration shall turn over to the Board any and all records of the Association in their possession within 72 hours after the meeting. The meeting will be held at such places as provided for annual meetings; the business conducted at a Special Members Meeting shall be limited to that stated in the notice of the meeting. The notice of the meeting must be accompanied by a dated copy of a signature list of at least 10 percent of the unit owners. This list must state that the purpose of the signatures is for recall.

B. Special members meetings for any purpose other than for the purpose of recall of members of the Board of Administration (pursuant to subsection A above), shall be held at such places as provided for annual meetings whenever called by a majority of the Board of Directors, and must be called by those officers upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

2. Paragraph 2.4 of the Bylaws of Bayshore Condominium is amended to read as follows:

2.4. Notice of a meeting of members of the Association stating the time and place and the objects for which the meeting is called shall be given by the member of the Board of Directors calling the meeting. A copy of the notice shall be posted at a conspicuous place on the condominium property and a copy shall be delivered or mailed to each member entitled to attend the meeting except members who waive the notice in writing. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting, delivery or mailing of the notice shall be effected not less than 14 days nor more than 60 days prior to the date of the meeting. Proof of posting, delivery or mailing of the notice shall be given by the affidavit of the person serving the notice. Notice of a meeting may be waived before or after the meeting.

3. Paragraph 2.7 of the Bylaws of Bayshore Condominium is amended to read as follows:

2.7. Proxies. Votes may be cast in person or by proxy. A proxy may be made by an person entitled to vote and shall be valid only for the particular meeting designated in the proxy. Each proxy shall specifically set forth the name of the person voting by proxy, the name of the person authorized to vote the proxy for him, and the date the proxy was given. Each proxy shall contain the date, time and place of the meeting for which the proxy is given and, if a limited proxy, set forth those items which the holder of the proxy may vote and the manner in which the vote is cast. If the proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in his place. A proxy must be filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. No person may hold more than five (5) proxies.

4. Subparagraph (e) of Paragraph 3.2 of the Bylaws of Bayshore Condominium is amended to read as follows:

e. Any director may be removed by concurrence of a majority of the votes of the entire membership at a 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.

5. Paragraph 3.11 of the Bylaws of Bayshore Condominium is amended to read as follows:

3.11. The presiding officer of directors' meeting shall be the President. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

6. Paragraph 4 of the Bylaws of Bayshore Condominium is amended to read as follows:

4. 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 Bylaws shall be exercised exclusively by the board of directors, its agents, contractors or employees, but only when such agents, contractors, or employees are specifically authorized by a majority of the board of directors in a meeting noticed and conducted in accordance with these Bylaws, subject only to approval by unit owners when that is specifically required.

7. Paragraph 5.1 of the Bylaws of Bayshore Condominium is amended to read as follows:

5.1. The officers of the Association shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer, a Secretary and an Assistant Secretary,, all of whom shall be elected annually by the board of directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the directors. A person may hold more than one office except that the President may not also be the Secretary or Assistant Secretary. No person shall sign an instrument nor perform an act in the capacity of more than one office. The board of directors from time to time shall 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. No officer or Board member is authorized to sign contracts or conduct Association business without the approval of the majority vote of the Board of Directors in an official meeting, duly posted, and recorded in the minutes thereof.

8. Paragraph 5.2 of the Bylaws of Bayshore Condominium is amended to read as follows:

5.2. The President shall have all of the powers and duties that are usually vested in the office of president of an association, subject to limitations of par. 5.1 above.

9. Paragraph 6.3 of the Bylaws of Bayshore Condominium is amended to read as follows:

6.3. Assessments. Assessments against the unit owners for their shares of the items of the budget shall be made by the board of directors for the calendar year annually in advance on or before December 20 preceding the year for which the assessments are made. The amount required from each unit owner to meet the annual budget shall be divided into 12 equal assessments, payable in advance, and due not later than the 5th day of each month. If the maintenance assessment is not received by the 10th of the month, the unit owner will receive a reminder from the manager's office. If the assessment is not received by the end of the month in which it is due, the manager will refer the matter to the Board of Directors. They, in turn, will notify the owner that unless the payment is received within 10 days, a lien will be filed against the property. In the event the monthly maintenance assessment shall be insufficient, in the judgment of the Board of Directors, to provide funds for the current and projected expenses for the remainder of the calendar year, the Board of Directors shall amend the budget and shall make amended monthly maintenance assessments for the balance of the year in sufficient amount to meet projected expenses. However, that any amount of the amended budget that exceeds the limit set forth in paragraph 6.2 a and b, shall constitute an emergency and shall be subject to the procedure outline in paragraph 6.5 Assessments for Emergencies.

10. Paragraph 6.2 of the Declaration of Condominium of Bayshore Condominium is amended to read as follows:

Page II-12, Par. 6.2. Interest; administrative late fee; application of payments. Portions of assessments and installments on the assessments that are not paid when due shall bear interest at the rate of eighteen (18) percent per annum from the date when due until paid. An administrative late fee in addition to such interest, in an amount not to exceed the greater of \$25.00 or 5% of the assessment for each delinquent installment that the payment is late, shall be charged. Monthly maintenance assessments are due in advance and are considered due on the first calendar

day of each month. Due to Sundays, holidays, and possible mail delays, a grace period of ten (10) calendar days is granted. Payments received or postmarked after the 10th of each month will be considered late payments, and the administrative late fee will be reflected in the next statement. Interest shall accrue from the date due (first calendar day of each month) until paid; however, interest shall not be charged on assessments, the payment of which is received within ten calendar days of the due date. All payments upon account shall be applied first to interest accrued, then to any administrative late fee, then to any costs and reasonable attorneys fees incurred in collection, and then to the assessment payment first due.

11. Paragraph 6 of the Declaration of Condominium of Bayshore Condominium with the heading entitled, "Assessments" is amended by the addition of the following Paragraph 6.16:

6.16. Delinquency of Assessments. The Board of Directors may disapprove an application for lease for reasons including, but not limited to, the particular unit owner's delinquency in payment of assessments. (Ref. Florida Statute §718.116(4)).

12. Paragraph 6 of the Declaration of Condominium of Bayshore Condominium with the heading entitled, "Assessments" is amended by the addition of the following Paragraph 6.17:

6.17. Use of condominium during delinquency. When an owner is delinquent in the payment of assessments, only the person or persons holding title to the property may have access, unless the provisions of paragraphs 6.15, 6.16, and 12.1 of this Declaration have been met and approval of such use of the condominium has been approved by the Board of Directors.

13. Paragraph 8.4 of the Declaration of Condominium of Bayshore Condominium is amended to read as follows:

8.4. Insurance trustee; shares of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interest may appear. Proceeds covering property losses under \$10,000 shall be paid to the Insurance Trustee(s) selected by the Board of Directors. Proceeds covering property losses in excess of \$10,000 shall be placed in and handled by the trust department of a bank in Florida, as trustee, to be selected by the Board of Directors. The insurance trustee(s) shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the insurance trustee(s) shall be to receive and hold the insurance proceeds and other funds that are paid to it in trust for the purposes elsewhere stated in this instrument and for the benefit of the unit owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the insurance trustee:

14. Paragraph 12.1 of the Declaration of Condominium of Bayshore Condominium is amended to read as follows:

12.1. Transfers subject to approval.

a. Sale. No unit owner or lessee of a unit may dispose of a unit or any interest in a unit by sale without approval of the Association except to the owner of another unit.

b. Lease. No unit owner or lessee of a unit may dispose of a unit or any interest in a unit by lease without approval of the Association except to the owner of another unit. The grounds for disapproval may include, but are not limited to, a unit owner being delinquent in the payment of an assessment at the time approval is sought. (Ref. Florida Statutes §718.116(4)).

c. Gift. If any unit owner shall acquire his title by gift, the continuance of his ownership of his unit shall be subject to the approval of the Association.

d. Devise or inheritance. If any unit owner shall acquire his title by devise or inheritance, the continuance of his ownership of his unit shall be subject to the approval of the Association.

e. Other transfers. If any unit owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of his unit shall be subject to the approval of the Association.

IN WITNESS WHEREOF, certification is hereby made that the foregoing amendments are duly adopted as recited above and this amendment is being made effective as of the 19th day of January, 1991.

WITNESSES:

BAYSHORE CONDOMINIUM ASSOCIATION
OF PENSACOLA, INC.

Stephen E. Bullock By: Paul H. McCain
St. W. Foster Its President

Glenard J. Livingston
Reid S. Byers
G. C. Fulton

ATTEST: John H. Muschick
Secretary

STATE OF FLORIDA
COUNTY OF ESCAMBIA

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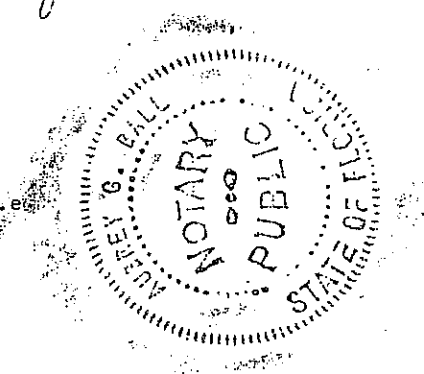
BEFORE ME, the undersigned authority, on this 19th day of January, 1991, personally appeared PAUL H. MCCAIN and JOHN H. MUSCHICK, known to me and known to me to be the President and Secretary, respectively of Bayshore Condominium Association of Pensacola, Inc., a corporation, and acknowledged before me that they executed the foregoing instrument for the corporation and as its act and deed for the uses and purposes therein expressed.

SWORN TO AND SUBSCRIBED BEFORE ME this 31st day of January, 1991.

Anthony Ball
Notary Public

My Commission Expires: Dec 17, 1992

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13.00 + 7.00
THIS INSTRUMENT PREPARED BY:

J. Steven Ford
✓ MOORE, HILL & WESTMORELAND, P.A.
Post Office Box 1792
Pensacola, Florida 32598
(904) 434-3541

AMENDMENT TO DECLARATION OF CONDOMINIUM
OF BAYSHORE CONDOMINIUM

WHEREAS, a resolution for the adoption of proposed amendments to the Declaration of Condominium of Bayshore Condominium was proposed by the Board of Directors of Bayshore Condominium Association of Pensacola, Inc., and notice of the subject matter of the proposed amendments was given in accordance with the Declaration of Condominium; and

WHEREAS, the proposed amendments have received the unanimous approval of the entire membership of the Board of Directors and have been approved by more than 66-2/3% of the votes of the entire membership of the Association,

NOW THEREFORE, know all men by these presents, that the Declaration of Condominium of the Bayshore Condominium, dated June 6, 1980, and recorded in Official Records Book 1444 at Page 298-363 of the Public Records of Escambia County, Florida, as amended by that certain amendment to Declaration of Condominium of Bayshore Condominium, dated November 30, 1983, and recorded in Official Records Book ORB 1842 of Pages 250-253 of the Public Records of Escambia County, Florida, is hereby amended as follows:

1. Paragraph 11.8 of the amendment to Declaration of Condominium of Bayshore Condominium, dated November 30, 1983, is amended by the addition of the following sentences:

"All leases entered into between the owner of a condominium unit and any tenant of said unit subsequent to the date of the approval of this provision shall contain the following language: No pets of any kind shall be allowed in the condominium unit or in any part of the condominium property for any period of time, including pets owned by guests of the tenant.

Compliance with this provision shall be deemed to be met if the unit owner and the tenant execute a lease addendum containing the above language in duplicate at the time of application for rental to be submitted to Bayshore Condominium Association of Pensacola, Inc. The Association shall retain one copy and provide one copy to the unit owner."

2. Paragraph 6 of the Declaration of Condominium with the heading entitled, "ASSESSMENTS" is amended by the addition of subparagraph 6.15 which shall henceforth read as follows:

"6.15 Assignment of Rent During Delinquency. All rentals due to the owner of a condominium unit in Bayshore Condominium are hereby assigned to Bayshore Condominium Association of Pensacola, Inc. during any period of delinquency for assessments due to the Condominium Association under the provisions of this paragraph. After the assessments have been delinquent for a period of 40 days, the Condominium Association shall have the right to notify the tenant of the unit directly to pay the Condominium Association that portion of the rentals necessary to pay the delinquent fees, plus costs, late charges and interest. Each lease entered into between a unit owner and a tenant shall contain a provision or a notice notifying the tenant that upon receipt of the notice from the Condominium Association regarding delinquent fees by the unit owner, the tenant shall pay from the rent the amounts stated in the notice from the Condominium Association to the Association directly. Compliance with this provision shall be deemed to be met if the unit owner and the tenant execute a lease addendum containing the above language in duplicate at the time of application for rental to be submitted to Bayshore Condominium Association of Pensacola, Inc. The Association shall retain one copy and provide one copy to the unit owner."

IN WITNESS WHEREOF, certification is hereby made that the foregoing amendments are duly adopted as recited above and this amendment is being made effective on the 23 day of September, 1988.

BAYSHORE CONDOMINIUM ASSOCIATION
OF PENSACOLA, INC.

Raymond Dany
Witness

BY: Paul M. Mason
President

Danny Cook
Witness

Raymond Dany
Witness

ATTEST: Beverly D. Mason
Secretary

Danny Cook
Witness

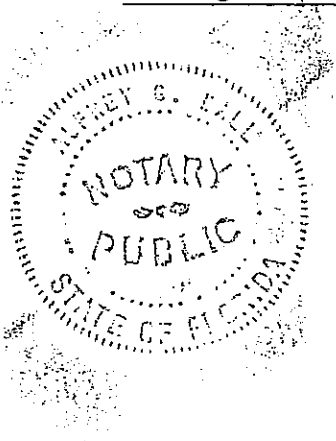
STATE OF FLORIDA

COUNTY OF Escambia

BEFORE ME, the undersigned authority, on this date personally appeared Paul K McClain and Beverly Mason, known to me and known to me to be the President and Secretary, respectively of Bayshore Condominium Association of Pensacola, Inc., a corporation, and acknowledged before me that they executed the foregoing instrument for the corporation and as its act and deed for the uses and purposes therein expressed.

SWORN TO AND SUBSCRIBED BEFORE ME this 23rd day of September, 1988.

Aubrey S. Ball
NOTARY PUBLIC:
My Commission Expires: Dec.17, 1988



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FILED AND RECORDED IN
THE PUBLIC RECORDS OF
ESCAMBIA COUNTY, FLORIDA
DEC 9 4 13 PM '88
BY A. J. WILSON, CLERK OF COURT
ESCAMBIA COUNTY