

This Declaration of Condominium (1986) replaces all Declarations preceding this date except for the descriptions of building locations originally filed

Bayshore Gardens

CONDOMINIUM APARTMENTS ASSOCIATION, INC.,

UNIT 1 1600 LEISURE DRIVE, BRADENTON, FLORIDA, 33507

TELEPHONE 813-756-3131

CORRECTION OF SCRIVENOR'S ERROR

DECLARATION OF CONDOMINIUM

BAYSHORE GARDENS CONDOMINIUM APARTMENTS

The undersigned, being the Board of Administration of Bayshore Gardens Condominium Apartments, Inc., pursuant to Section 718.110(5), Florida Statutes and the Corporate Resolution duly passed, hereby correct the scrivener's errors contained in the amendment to the 371 et. seq. of the Public Records of Manatee County, Florida, for the above-named condominium as follows:

I.

The unit owners of the Bayshore Gardens Condominium jointly and severally do by these presents declare the property owned by them to be condominium property under the Condominium Act of the State of Florida, now in force and effect, as now set forth or shall hereafter be amended, submit this property to condominium ownership pursuant to the said Act. The devoting of the above condominium property to condominium use by virtue of this Declaration shall not in any way impair, limit or extend the unit parcels and appurtenances thereto created by the Declarations of Condominium recorded in Official Record Book 209 at pages 539-569 inclusive; Official Record Book 225 at pages 107-121 inclusive; Official Record Book 243 at pages 619-633 inclusive; Official Record Book 265 at pages 677-690 inclusive; Official Record Book 285 at pages 277-290 inclusive; Official Record Book 302 at pages 729-742 inclusive; and Official Record Book 319 at pages 279-492 inclusive; and Official Record Book 331 at pages 144-158 inclusive; and Official Record Book 341 at pages 711-725 inclusive; and Official Record Book 350 at pages 88-102 inclusive; and Official Record Book 356 at pages 53-67 inclusive; Public Records of Manatee County, Florida, it is the intent of unit owners of Bayshore Gardens Condominium to merge the ownership of common elements of the condominium heretofore created and known as:

BAYSHORE GARDENS CONDOMINIUM APARTMENTS SECTION 1) and

BAYSHORE GARDENS CONDOMINIUM APARTMENTS SECTION 2) and
BAYSHORE GARDENS CONDOMINIUM APARTMENTS SECTION 3) and
BAYSHORE GARDENS CONDOMINIUM APARTMENTS SECTION 4) and
BAYSHORE GARDENS CONDOMINIUM APARTMENTS SECTION 5) and
BAYSHORE GARDENS CONDOMINIUM APARTMENTS SECTION 6) and
BAYSHORE GARDENS CONDOMINIUM APARTMENTS SECTION 7) and
BAYSHORE GARDENS CONDOMINIUM APARTMENTS SECTION 8) and
BAYSHORE GARDENS CONDOMINIUM APARTMENTS SECTION 9) and
BAYSHORE GARDENS CONDOMINIUM APARTMENTS SECTION 10) and
BAYSHORE GARDENS CONDOMINIUM APARTMENTS SECTION 11) and

with the common elements of the condominium created by this Declaration, and this Declaration (formerly known as Section 12) is to be accepted as the official documents for the merged condominium except that the legal description of each Declaration shall be retained and made a part hereof; further it only being the intent of the unit owners of Bayshore Gardens Condominium Apartments to provide through the existing corporation not for profit; known by the Bayshore Gardens Condominium Apartments Association, Inc. common control over all twelve (12) condominiums or any other condominium created under this document so that there might be unity of policy, procedure, management and purpose among the owners of condominium parcels in all buildings or sections or units of the condominiums.

The common expenses of the condominium and division of common surplus, insofar as the same pertains to each unit, shall not be in accordance with the percentages set forth for each particular building. The percentages as set forth in the original Declarations of Condominium shall be disregarded in its entirety and apportioned according to the schedules. The total common expenses of the entire condominium area along with repair and maintenance of buildings and the division of the surplus shall be divided according to the said percentages.

II.

The condominium shall be considered as a whole and total condominium that formerly had twelve (12) original sections, but it shall be considered as an entire unit condominium with each building that is affected to be apportioned to each apartment according to their respective percentages as set forth previously.

DATED this 6th day of February, 1986, at Bradenton, Manatee County, Florida.

IN WITNESS WHEREOF, the Corporation has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

(Corporate Seal)

BAYSHORE GARDENS CONDOMINIUM APARTMENTS ASSOCIATION, NC.

Attest Genevieve Kammerer Secretary By Stephen B. Wilchek President

STATE OF FLORIDA
COUNTY OF MANATEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared

Stephen B. Wilchek and Genevieve Kammerer

well known to me to be the President and Secretary respectively of the corporation named and that they severally acknowledged executing the above in the presence of two subscribing witnesses freely and voluntarily under presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said Corporation and that the seal affixed thereto is the true corporate seal of said Corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 6th day of February, 1986.

Cindy A.
Ferguson
Notary
Public

My Commission Expires:

Notary Public State of Florida

My commission exp. Sept. 2,

1989 Bonded thru General Ins.

Und.

The Board of Directors of Bayshore Gardens Condominium Apartments Association, Inc., the corporation charged with the responsibility of managing and maintaining all of the Sections of the Bayshore Gardens Condominium and all common areas appurtenant thereto, approves the filing of a scrivener's error amendment to that amendment filed in Official Records Book 783, Page 371, et. seq. , Public Records of Manatee County, said amend- ment to include the percentages of ownership and sharing of common expenses for all units at Bayshore Gardens Condominium and the clarification of the adoption of Section Twelve's Declaration as the official documents for the Condominium.

Said Resolution passed at a duly called Board of Directors meeting held on the 6th day of February _____, 1986, at the Condominium Recreation Center. This resolution is incorporated into and made a part of the minutes of the Board meeting.

Dated this 6th day of February _____, 1986.

Stephen B. Wilchek,
President
Board Member

Genevieve Kammerer,
Secretary
Board Member

John C. Lapp, Vice
President
Board Member

Theresa Swinton,
Chairman, Screening
Board Member

Harold J. Morsch,
Treasurer Board Member

RESOLUTION

Be it hereby resolved that:

WHEREAS, The Bayshore Gardens Condominium was originally developed as a multiple condominium with twelve separate sections;

WHEREAS, the Developer of the Condominium had always managed and maintained the twelve condominiums as one and;

WHEREAS, the membership of the Association had enacted an amendment in 1976, officially merging the condominiums into one and validating what had historically been the accepted method of managing and maintaining the condominium and;

WHEREAS, the Department of Business Regulation, Division of Florida Land Sales, Condominium and Mobile Homes, has notified the Association that the 1976 merger amendment is defective in that it fails to include the percentage of ownership in the common elements and sharing of common expenses appurtenant to each unit in sufficient detail to meet the requirements of Chapter 718, Florida Statutes, the Condominium Act and;

WHEREAS, the Condominium Act Section 718.110(5), Florida Statutes (1984) further authorizes the Board of Administration of the Association to correct a scrivener's error of this nature by approving and filing a corrective amendment to the Declaration specifying the proper percentages and;

WHEREAS, the Board has been able to establish those percentages which were in effect at the time of the 1976 merger amendment but were not specified in sufficient detail in that amendment and;

WHEREAS, the 1976 merger amendment implied, but did not clearly state, that the Association was adopting the condominium Declaration of Section Twelve (12) as the Declaration for the entire condominium and intended by the amendment to delete in their entirety the Declaration for the other eleven sections at the Condominium and accept the Declaration of Section Twelve in their places;

The Board of Directors of Bayshore Gardens Condominium Apartments Association, Inc., the corporation charged with the responsibility of managing and maintaining all of the Sections of the Bayshore Gardens Condominium and all common areas appurtenant thereto, approves the filing of a scrivener's error amendment to that amendment filed in Official Records Book

783, Page 371, et. seq. , Public Records of Manatee County, said amendment to include the percentages of ownership and sharing of

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Stephen B. Wilchek,
President
Board Member

Genevieve Kammerer,
Secretary
Board Member

John C. Lapp, Vice President
Board Member

Theresa Swinton, Chairman,
Screening Board Member

Harold J. Morsch, Treasurer
Board Member

EXHIBIT A

Type of Unit	Number of Units in Condo	Collective Unit Percentage	Percentage of Ownership Per Unit
Efficiency (without elevator)	3 .3033		.91
Efficiency (with elevator)	6		2.14 .3567
Junior bedroom (without elevator)	1 2		.3200 .74
Junior bedroom (with elevator)			.3700
One bedroom, one bath without elevator)	69		23.34 .3383
One bedroom one bath (with elevator)	70		27.23 .3890
Two bedroom, one bath without elevator)	24		9.37 .3904
Two bedroom, one bath with elevator)	32		14.13 .4416
Two bedroom, two bath (without elevator)	21		9.15 .4357
Two bedroom,		26	12.67
.4873			

PARTS MISSING

ON THE STREET PARKING is limited to passenger cars only with a maximum capacity of six passengers. This excludes all other vehicles, including, but not limited to Vans, campers, Motor Coaches, Limousines, Oversize Station Wagons, Trailer (such as U-Haul, boat, etc.) boats and all trucks (open and closed types, pick-ups, etc.)

GUEST PARKING AREA parking is limited to:

1. Owner and Renter second cars with maximum capacity of six passengers, same as above.
2. Visitors, with management approval, may park excluded vehicles, listed above for a maximum of two weeks, provided the vehicle does not occupy a space larger than would normally be occupied by a licensed passenger car.
3. Service vehicles while providing service to owners and management.

VISITORS: Owners expecting visitors to use their apartment in their absence should acquaint them with all rules and regulations and so advise Management. Failure to do so makes it necessary for them to register with the Manager upon arrival.

PARKING: Where and when possible, each owner is assigned one parking space. The owner's second car should be parked in a guest parking area. The same as for service vehicles.

8.

That each of the units shall be entitled to one vote at meetings of the condominium. In the event of joint ownership of a unit, said vote shall be apportioned among the owners or exercised by one of them by agreement with the remainder of said joint owners.

9.

This Declaration may be amended at any regular Annual meeting or any Special meeting called for that purpose by the affirmative vote of the majority of owners/ units (a standard majority of 50% plus 1) . This Declaration as amended on April 16, 1986, to make the document consistent with standard Condominium practice.

10.

The Association which will operate the condominium will be a corporation not for profit, heretofore organized under the Laws of the State of Florida known as BAYSHORE GARDENS CONDOMINIUM APARTMENTS ASSOCIATION, INC OF which Association, each unit owner will be required to be a member, the condominium will be operated pursuant to the By-laws of the Association, a copy of which is annexed hereto and marked Exhibit "C".

11.

That each unit owner shall be responsible for the maintenance and repair of his unit, except that the Association shall have the right to assume part or all of the maintenance of the various units as determined by the Association from time to time. The Association shall also procure and pay for as part of the common expenses, fire and extended coverage insurance on the common elements of the condominium in no less than the full insurable value of the same, each said policy of insurance shall show all institutional mortgagees holding mortgages on a portion of the common elements insured as endorsees of the policy. In addition, the association shall procure and pay for as part of the common expenses, fire and extended coverage insurance to the full insurable value thereof on each individual unit which said policies of insurance shall show, if that be the case, institutional mortgagees of said units respectively as endorsees of such policies. In the event of destruction, either partial or substantial, of a unit, the owner of said unit shall be under an obligation to cause the same to be repaired or rebuilt and shall commence and diligently pursue the repair and building of such unit within sixty (60) days from the date of destruction, the insurance proceeds applicable to said unit to be promptly applied for by the owner of said unit and/ or the association as may be required and to be received by building within the timehall have the right in his name and stead to cause the same to be commenced and diligently prosecuted at the owner's cost and expense and the insurance proceeds applicable to such unit shall be subjected to a lien to indemnify the association for any cost or expense for which it is held responsible by virtue of its undertaking such repair or rebuilding. In the event the insurance proceeds applicable to any repair or rebuilding of a unit shall not be sufficient to cover the cost of the same, the owner of said unit shall promptly pay the deficiency and failing to do so, the association may advance and pay such deficiency on behalf of said owner and to the extent to such payment, the association shall be entitled to a lien on the owner's unit and may, in order to collect said lien, pursue foreclosure or any remedy provided for collection of assessments by the condominium act of the State of Florida and in pursuing such remedy, the association shall be entitled to collect from such defaulting owner all cost of collection including a reasonable attorney's fee. in the event of substantial destruction of a whole building (more than six (6) units substantially destroyed) , the owners of the units of such building shall meet and vote to determine whether such building shall be rebuilt or whether the insurance proceeds, if any, shall be accepted and apportioned among them, the lands sold, or some other alternative; provided, however, that said owners shall be under an obligation to rebuild said building unless eleven (11) out of a possible twelve (12) votes are for some other alternative.

In the event that the other alternative is the sale of the property and is properly voted upon, then each unit in said destroyed building is hereby obligated to be conveyed to the purchaser of the whole building acceptable to 75% or more of the units of said building, and the proceeds of such sale, together with the proceeds of any and all hazard insurance policies on the condominium structure, shall be divided among said units, in said destroyed

building, according to their respective interests in the damaged or destroyed building, based upon the ratio set forth in the Schedule in Paragraph 6 above.

Wherever it becomes necessary to apportion insurance proceeds among more than one unit in a building by virtue of more than one unit being damaged or destroyed, such apportionment shall be made by the association based on the proportionate or relative reconstruction costs of the damage to each unit as determined by the insurance company or companies making the settlement.

Chapter 12.

That the following restrictions shall apply to and bind the condominium, condominium property, unit, units and unit parcels, to-wit :

a) No unit owner, lessee or occupant shall make, permit, or cause to be made any addition, decoration, repair, replacement or alteration to the common elements or to the exterior portion of any building or to his unit; or remove any addition, improvement, or fixture from the building without the prior written consent of the Board of Directors. The Board may require submission of plans, drawings or other documentation detailing the alterations to be made. If consent is granted, the unit owners shall use only a contractor or subcontractor approved by the Association, who shall comply with Rules and Regulations, with respect to the work, which may be adopted by the Board of Directors. The unit owner shall be liable for all damages to another unit and to the common elements cause by any contractor employed by such unit owner or by the subcontractor or employees of such contractor, whether said damages are caused by negligence, accident or otherwise.

b) That occupants of condominium units shall not permit, suffer or maintain in their premises loud noises, obnoxious odors or pets, except caged birds and animals that were here prior to January 1, 1978.

c) That each condominium unit shall be used exclusively as a one-family residential dwelling and no business or trade shall be permitted to be conducted therein or thereon, except for on premises, Doctor, Dentist or Nursing Offices or Services.

d) That except for sales or leasing thereof by BAYSHORE GARDENS SALES CORPORATION, no parcel or unit shall be sold or leased to any person, party or corporation without the owner thereof first procuring the consent thereto of the Board of Directors or the Association, which said consent shall be given or withheld based upon the Board's determination of the ability of the proposed Lessee or Grantee to meet the financial obligations of the unit, and the social and

moral desirability of the said proposed Lessee or Grantee. In no event shall a unit be leased for a term less than six (6) months, and in no event shall a unit be occupied by children under the age of fifteen (15) years, except where such children are house guests or visitors. No apartment shall be sold or leased to anyone under fifty (50) years of age.

No individual or corporation shall own more than two apartments.

e) That the occupants and owner of each unit shall keep, and obey all laws, ordinances, regulations, requirements and rules of all governmental bodies, divisions or sub-divisions, in so far as the same pertain to the control or use of such unit.

f) That no condominium unit or unit parcel shall be partitioned, divided or subdivided, and that no structural alterations or changes shall be made within said unit without prior written consent of institutional lenders, as defined in Paragraph 15 below. The Board may require submission of plans, drawings or other documentation detailing the alterations to be made. If consent is granted, the unit owners shall use only a contractor or subcontractor approved by the Association who shall comply with all Rules and Regulations with respect to the work which may be adopted by the Board of Directors. The unit owner shall be liable for all damages to another unit and to the Common Elements caused by a contractor employed by such unit owner or by the subcontractor or employees of such contractor, whether said damages are caused by negligence, accident or otherwise.

g) That each unit owner, lessee or occupant, shall maintain at all times in good condition and repair, the interior of such unit, including the interior of porches, interior walls, floors, ceilings, doors, windows, screening, water, electric and plumbing systems and parts and components thereof, sewage, air conditioning and heating parts and components thereof, sanitary facilities, fixtures, equipment and lamps,

h) No wires, TV antennae, air conditioners, aerials or structures of any sort shall be erected, constructed or maintained on the exterior of any building, except for those items or structures which form a part of the original building and their replacements.

i) That no clothes lines, hangers or drying facilities shall be permitted or maintained on the exterior of any unit or in or on any part of the common elements, except by the Association, and that no clothes, rugs, drapes, spreads or household articles or goods of any sort shall be dried, aired, beaten, cleaned or dusted by hanging or extending the same from any window or door.

YBW NOTE: Florida Solar Drying Law permits outdoor clothes lines on own property, but we only own property within our walls

j) No unit or unit parcel shall be the subject of a partition action in any court of the State of Florida, and all unit owners do by their acceptance of a conveyance of such unit, waive any right to maintain or bring such action.

k) No electric machine or apparatus of any sort shall be used or maintained in any unit which causes interference with the television reception in other units.

l) That all common stairways, walkways, driveways, and other routes or passage areas shall be kept at all times free from blockage or obstruction. This includes bicycles, plants, and miscellaneous items.

m) In the event that the Association in the future determines not to carry fire and extended coverage insurance on each of the units, the owner of each unit shall maintain with an insurance carrier duly qualified and registered in the State of Florida, fire and extended coverage insurance in the amount of no less than the purchase price of his unit, and in the event of damage covered by such insurance, shall diligently make and prosecute claim therefore, the proceeds of any such insurance to be obligated in accordance with Paragraph 11 of this Declaration and all other provisions of this Declaration. The Association is to be named as an endorsee on each such policy, and shall receive upon request, a copy of the same.

n) Occupants of units shall abide by all rules and regulations promulgated by the Association concerning occupancy and use of the condominium units, and common elements and areas.

o) In order to protect the interests of resident owners, and to assure that enough of such owners are available to conduct the business of the Association, rentals must be kept in balance. "No owner may rent an apartment for at least one year from the date of purchase".

p) All owners and guests must have identification tags when they use the swimming pool. This will allow swimmers to ask non-residents to leave the area.

Q) No pets are allowed in any apartment by an owner or by a guest.

Notwithstanding anything obtained in this Declaration or any of the Exhibits annexed hereto, subject to provisions of Paragraph 15 below, it is expressly understood that BAYSHORE GARDENS SALES CORPORATION shall and does hereby reserve unto itself all rights to manage the affairs of the condominium and BAYSHORE GARDENS CONDOMINIUM APARTMENTS ASSOCIATION, INC., for a period of Up to five (5) years commencing with the date hereof. It is further declared and understood that said BAYSHORE GARDENS SALES CORPORATION shall be allowed reasonable expenses for its services as Manager of the affairs of BAYSHORE GARDENS CONDOMINIUM APARTMENTS ASSOCIATION, INC. , and that it shall during said five-year period have the sole and exclusive right to make contracts or agreements on behalf of the Association, for the maintenance and operation of the condominium, condominium property, and affairs of said Association.

That this Declaration shall not impair and shall be subject to the rights of Manatee Utility Company to furnish water and sewer services to the condominium units and common elements, and make proper charges therefore, and shall further be subject to all easements, restrictions and reservations of record, and roadway and utility easements for the purpose of furnishing ingress and egress and utility service to adjacent property. It is further understood that BAYSHORE GARDENS SALES CORPORATION has agreed to convey to the Association, certain grounds, recreational facilities and improvements to be maintained and operated by the Association for the benefit of its members. All purchasers of units, their heirs, successors and assigns, hereby agree to pay to the Association from time to time, as determined by the Association their respective share of the maintenance obligation in connection with said grounds, facilities and improvements.

That notwithstanding anything contained in this Declaration or any of the Exhibits annexed hereto, to the Contrary, the written consent of each institutional lender holding a first mortgage upon any condominium parcel shall first be obtained before this Declaration may be amended to change the percentage of ownership of the common elements, to change the size of any unit, or in any other manner which would substantially affect the rights and interests of such mortgage lender; or before a building may be rebuilt after substantial destruction as defined in Paragraph 11 above, or any structural alterations or changes may be made; which said consent shall not be unreasonably withheld.

That the condominium may be terminated in the manner provided by the Condominium Act of the State of Florida, as Amended, from time to time.

IN WITNESS WHEREOF, BAYSHORE GARDENS SALES CORPORATION has caused its signature and seal to be affixed this 24th day of July, 1964.

FILED AND RECORDED BAYSHORE GARDENS SALES CORPORATION

ATTESTED:

President

Assistant Secretary