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#2

**CERTIFICATE OF RECORDATION OF AMENDMENTS TO THE SECOND
AMENDED, RESTATED AND COMBINED DECLARATION OF CONDOMINIUM OF
NORTH SHORE PLACE CONDOMINIUM A AND NORTSHORE PLACE
CONDOMINIUM B AND THE THIRD AMENDED AND RESTATED BYLAWS FOR
NORTH SHORE PLACE CONDOMINIUM ASSOCIATION, INC.**

THE UNDERSIGNED being the President and Secretary of NORTH SHORE PLACE CONDOMINIUM, INC., a Florida non-profit corporation, do hereby certify that the attached amendments to the Second Amended, Restated and Combined Declaration of Condominium of North Shore Place Condominium A and North Shore Place Condominium B, recorded at Instrument No. 2006000273702 of the Public Records of Lee County, Florida, and the Third Amended and Restated Bylaws of North Shore Place Condominium Association, Inc., were duly approved, adopted and enacted by the affirmative vote of the required percentage of unit owners at a meeting called for that purpose at which a quorum was present held on the 19th day of May 2020. The original Declarations of Condominium were recorded in O.R. Book 1420, Page 648 et seq. (Condominium A) and O.R. Book 1580 and 1125 (Condominium B) et seq. of the Public Records of Lee County, Florida. Dated this 16th day of April 2021.

WITNESSES:

(Sign)

Mark Axford

(Print)

Mark Axford

(Sign)

Morgan McKey

(Print)

Morgan McKey

**NORTH SHORE PLACE
CONDOMINIUM ASSOCIATION, INC.**

BY:

Linda Funk
President of the Association

Linda Funk

**STATE OF FLORIDA
COUNTY OF LEE**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 16 day of April 2021 by Linda Funk who is personally known to me or produced _____ as identification and did/did not take an oath.



Mark H. Axford
COMMISSION # GG255198
EXPIRES: Sept. 4, 2022
Bonded Thru Aaron Notary

NOTARY PUBLIC:

Mark Axford
STATE OF FLORIDA (SEAL)
My Commission Expires: 11/4/2022

WITNESSES:

(Sign) Mark Axford

(Print) Mark Axford

(Sign) Morgan McVey

(Print) Morgan McVey

NORTH SHORE PLACE
CONDOMINIUM ASSOCIATION, INC.

BY: Patricia Reisinger
Secretary of the Association
Patricia Reisinger

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 16 day of April 2021 by Patricia Reisinger who is personally known to me or produced _____ as identification and did/did not take an oath.



Mark H. Axford
COMMISSION # GG255198
EXPIRES: Sept. 4, 2022
Bonded Thru Aaron Notary

NOTARY PUBLIC:

Mark Axford
STATE OF FLORIDA (SEAL)

My Commission Expires: 11/4/2022

**AMENDMENTS TO THE SECOND AMENDED, RESTATED AND COMBINED
DECLARATION OF CONDOMINIUM
OF
NORTH SHORE PLACE CONDOMINIUM A
NORTH SHORE PLACE CONDOMINIUM B
AND THE THIRD AMENDED AND RESTATED BYLAWS
OF
NORTH SHORE PLACE CONDOMINIUM ASSOCIATION, INC.**

DECLARATION AMENDMENTS

Amendment No. 1

11.13 High Risk Components; Inspection, Maintenance, Repair and Replacement.

11.13.1 Board Designation of High-Risk Components. The Board of Directors may, from time to time, determine that certain portions of the Owners' Units required to be maintained by the Owners, or certain objects or appliances within the Units, pose a particular risk of damage to other Units and to the Common Elements if they are not properly inspected, maintained, repaired, or replaced. By way of example, but not limitation, these portions, objects, or appliances might include smoke detectors, dryer vents, water valves, water heaters, and air conditioners. Those items determined by the Board of Directors to pose such a particular risk are referred to as "high-risk components." Failure to comply with the requirements regarding a high-risk component creates a rebuttable presumption that the Unit Owner was negligent if the high-risk component fails and causes damage to persons or property.

11.13.2 Requirements for Care of High-Risk Components. At the same time that it designates a high-risk component, or at a later time, the Board of Directors may require one or more of the following with regard to the high-risk component:

11.13.2.1 That it be inspected at specified intervals by a representative of the Association or by an inspector or inspectors designated by the Board of Directors.

11.13.2.2 That it be replaced or repaired at specified intervals or with reference to manufacturers' warranties, whether or not the individual component is deteriorated or defective.

11.13.2.3 That it be replaced or repaired with items or components meeting particular standards or specifications established by the Board of Directors.

11.13.2.4 That when it is repaired or replaced, the installation includes additional components of installation specified by the Board of Directors.

11.13.2.5 That it be replaced or repaired by contractors having particular licenses, training, or professional certification, or by contractors approved by the Board of

Directors.

11.13.2.6 If the replacement or repair is completed by a Unit Owner, then it must be inspected by a person designated by the Board of Directors.

11.13.2.6 That the Owner must take certain precautionary steps when not occupying the Unit to prevent foreseeable damage such as but not limited to turning the water off at the main valve.

Amendment No. 2

12. INSURANCE. The insurance which shall be carried upon the Condominium Property, including the Units, Common Elements, and Association Property shall be as follows:

12.1 Authority to Purchase Insurance. All insurance policies shall be purchased by the Association for the benefit of the Association and the Unit Owners and their mortgagees as their respective interests may appear.

12.2 Coverage.

12.2.1 Casualty. Except as otherwise provided herein, the Association shall obtain and maintain fire, wind, general casualty, flood and extended coverage insurance with a responsible insurance company upon all the Insurable Improvements of the entire Condominium, including Association Property, the Common Elements, the Units, and the personal property of the Association, for the full replacement or insurable value thereof, including coverage for changes in building codes, and less a commercially reasonable deductible as determined by the Board, provided the Board may exclude foundation and excavation costs in its discretion. Notwithstanding the foregoing requirement, the Association, through its Board of Directors, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be reasonably available from time to time given market and economic conditions, provided such coverage shall always meet the minimum level of adequate coverage required by Section 718.111(11), Florida Statutes (2020), as amended from time to time. The original policy of insurance shall be held by the Association, and mortgagees shall be furnished, upon request, mortgage endorsements covering their respective interests. The word "Building" or "Insurable Improvement" in every hazard policy issued to protect a condominium building does not include Unit floor, wall, or ceiling coverings; electrical fixtures; appliances; ; water heaters; water filters; built-in cabinets or countertops; window treatments, including curtains, drapes, blinds, hardware and similar window treatment components; replacements of any of the foregoing, which are located within the boundaries of a Unit and serve only one Unit. The Unit Owners shall also be responsible to insure any portion of the Condominium Property which may be removed from Association insurance responsibilities by virtue of future amendments to Section 718.111(11), Florida Statutes (2020), as well as alterations, modifications or additions made to the Unit, Limited Common Elements, or Common Elements by said Unit Owner, or his predecessor in interest or title. Likewise, if the Association's master insurance policy obligations are increased by amendments to the Act, the Association shall insure such items.

Amendment No. 3

1.19 "Family" or "Single Family" shall refer to any one of the following:

1.19.1 One natural person, his or her spouse, if any, and their custodial children, if any.

1.19.2 Not more than five natural persons not meeting the requirement of 1.19.1 above, but who customarily reside together as a single housekeeping and economic unit .

The reference to "natural" herein is intended to distinguish between an individual and a corporation or other artificial entity.

14.1 Occupancy of Units; Single Family Residence. A condominium Unit shall be used only as a Single-Family residence. As used in the Condominium Documents, "Single Family" means one natural person, a group of two or more natural persons who customarily reside together as a Single-Family housekeeping and economic unit, each of whom is related to each of the others by blood, marriage or adoption, or not more than five persons not so related, who customarily reside together as a single housekeeping and economic unit. No more than five (5) persons may permanently occupy a Unit. For purposes of these Condominium Documents, "permanently occupy" means to sleep in the Unit for more than thirty (30) nights during a calendar year. No Unit may be divided or subdivided into a smaller Unit nor any portion sold or otherwise transferred. No person may occupy a Unit as a Unit Owner, tenant, or Family member thereof (i.e., occupy the Unit on an overnight basis for more than thirty (30) days in a calendar year) unless said person's occupancy has been specifically approved by the Association, through the Board of Directors. In considering such requests, the Board may consider factors set forth in Article 17 hereof and may charge a reasonable fee for review of occupancy requests. Visitation by guests are governed by Article 15 of this Declaration of Condominium. Units may not be used for commercial or business purposes. Owners (and their Family members and tenants) may use Units for "home office" or "telecommuting" purposes, provided that such uses do not involve customers or clients coming onto the Condominium Property, the postage of any signage in the Condominium, the storage of equipment, products, or materials in the Condominium, nor more than two regular deliveries per day of correspondence or similar items from customary express delivery services.

Amendment No. 4

16. LEASING. The Lease of a Unit is defined as any type of occupancy of the Unit by any person other than the Unit Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, etc.) including but not limited to occupancy pursuant to a license. The term "leasing" and "renting" shall be used interchangeably for the purpose of this Declaration of Condominium. The term "tenant" and "lessee" shall likewise be used interchangeably. No owner may lease, sell, give or dispose of a unit or any interest therein in any manner without the written approval of the Association. A lease may be disapproved for the reasons listed in Section 17.4.3 below. If a lease is disapproved for good cause the Association shall have no obligation to provide an alternate lessee. Only entire units may be leased. All leases must contain (and shall be deemed to contain) the agreement of the lessee(s) to abide by all of the covenants of the condominium documents and provide that a violation of the documents is a breach and event of default of the lease and grounds for termination and that the lessee agrees that the Association may proceed directly against such lessee(s) and that the lessee(s) shall be

responsible for the Association's costs and expenses, including attorney's fees, at all trial and appellate levels. That if such costs and fees are not paid by the lessee(s), that the unit owner agrees to pay them. Each unit owner by acceptance of the deed to a unit and by the term of this Declaration appoints the Association as owner's agent to bring action in owner's name and at owner's expense including damages, termination and eviction. The rules and regulations must be provided to the lessee(s) to read by the unit owner, manager or rental agent. The minimum leasing period is 90 days. No new lease shall be approved until at least 90 days have elapsed since the first day of the last lease.

Amendment No. 5

17.4.3 Disapproval for Good Cause. Approval of the Association for title transfers and leases shall be withheld only if a majority of the whole Board so votes. The Board shall consider the following factors and may confer freely with counsel in reaching its decision. In determining good cause, the Board shall consider mitigating factors such as the recency of events and the detrimental impact on the Condominiums and the residents based on verifiable factors. The Board may conduct background and credit checks on all applicants and proposed occupants. Any person not approved in the initial application must be approved before they may occupy the Unit with the previously approved occupants. Only the following may be deemed to constitute good cause for disapproval:

17.4.3.1 The application for approval on its face, or subsequent investigation thereof, indicates that the person seeking approval (which shall hereinafter include all proposed occupants) intends to conduct himself or herself in a manner inconsistent with the covenants and restrictions applicable to the Condominiums.

17.4.3.2 The person seeking approval (including all proposed occupants) has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude, or any felony;

17.4.3.3 The person seeking approval (including all proposed occupants) has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures, or bad debts.

17.4.3.4 The person seeking approval (including all proposed occupants) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations or associations, or by his conduct in these Condominiums or other residences as a tenant, or Owner;

17.4.3.5 The person seeking approval (including all proposed occupants) failed to provide the information, fees or appearance required to process the application in a timely manner;

17.4.3.6 The Unit Owner requesting the transfer has had fines assessed against him or her which have not been paid; or, been paid in full.

17.4.3.7 All Assessments other Charges or monetary amounts against the Unit have not been paid in full.

If the Board disapproves a prospective transfer on the grounds for disapproval set forth above, the Association shall have no duty to purchase the Unit or furnish an alternate purchaser or lessee, and the transaction shall not be made. The Association is an equal opportunity provider of housing and no transfer or lease shall be denied for an illegal discriminatory reason.

BYLAW AMENDMENTS

Amendment No. 6

4.15 To Levy Fines and Suspend Use Rights. The Directors may, pursuant to Section 718.303, Florida Statutes (2020), as amended from time-to-time hereafter, impose fines against a Unit and suspend use right of Owners, occupants and guests not to exceed the maximum permissible by law, for failure to comply with the provisions of the Board policies and resolutions, the Condominium Documents, including the Rules and Regulations, and applicable laws by Owners, occupants, licensees, tenants, and invitees.

4.15.1 A fine may be imposed for each day of continuing violation at the highest rate allowed by law per violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed the maximum amount permissible by law.

4.15.2 The party against whom the fine is sought to be levied or suspension imposed shall be afforded an opportunity for hearing by being given notice of not less than fourteen (14) days. Notice shall be deemed effective when deposited in the United States Mail, certified, return receipt requested, to the address of the Unit Owner listed in the official records of the Association, and as to tenants, to the mailing address for the Unit. Said notice shall include:

- (a) A statement of the date, time, and place of the hearing;
- (b) A statement of the provisions of the Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, Board policies and resolutions, or laws which have allegedly been violated; and,
- (c) A short and plain statement of the matters asserted by the Association.

4.15.3 The party against whom the fine may be levied or suspension imposed shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be held before a Committee of other Unit Owners, none of whom may be members of the Board of Directors or related to or employed by members of the Board. If the Committee does not agree with the fine or suspension, the fine may not be levied nor the suspension imposed. Should the Association be required to initiate legal proceedings to collect a duly levied fine or enforce the suspension, the prevailing party in an action to collect said fine or enforce said suspension shall be entitled to an award of costs, and a reasonable attorney's fee incurred before trial (including in connection with the preparation for and conduct of fining or suspension hearings), at trial, and on appeal. Unit Owners shall be jointly and severally liable for the payment of fines against tenants, guests, invitees, or other occupants of a Unit. A fine may not be secured by a lien unless allowed by law. As provided by law no hearing is required for suspensions imposed for failure to pay any monetary amount owed to the Association.

Amendment No. 7

3. BOARD OF DIRECTORS.

3.1 Number, Term, and Qualifications. The affairs of the Association shall be governed by a Board composed of seven (7) Directors, but the number of Directors may be changed from time to time by the Board of Directors and approved by a majority of the owners present (in person or by proxy) at a meeting of the owners or by a majority of the owners in writing. The change in the number of Directors does not have to be a recorded amendment to the Bylaws. Such change in the number of Directors must occur prior to the time the first notice of the Annual Meeting is mailed to the owners. All Directors shall be Unit Owners or the spouse of a Unit Owner. When a Unit is owned by a corporation, a partnership, or similar entity, the Primary Occupant, as designated pursuant to the Declaration of Condominium, and the spouse of the Primary Occupant shall be eligible for Board membership. Settlers, grantors and beneficiaries of a trust, and the spouses of such persons, shall be considered eligible for Board membership. Persons who are convicted felons, who have not had their civil rights restored, are not eligible to serve on the Board. All Directors will be elected for a two (2) year term. It is the intention of these Bylaws that a staggered Directorate be maintained. To maintain a staggered Directorate, the number of open seats shall be determined by the Board, as appropriate. The term of each Director's service shall extend until their elected term is completed and thereafter until their successor is duly elected and qualified or until the Director is recalled in the manner provided in the Condominium Act or resigns. Resignations of Directors are effective when received by the Association in writing, unless a later date is stated.

Amendment No. 8

4.19 To Exercise Emergency Powers. In the event of any "emergency" as defined in Paragraph (4.19.10) below, the Board of Directors may exercise the emergency powers described in this Section, and any other emergency powers authorized by Section 617.0207, Florida Statutes (2020), Section 617.0303, Florida Statutes (2020), and Section 718.1265 Florida Statutes all as amended from time-to-time hereafter.