

AMENDMENT TO BY-LAWS

WHEREAS, BAYPORT WEST HOMEOWNERS ASSOCIATION, INC., a Florida not for profit Corporation, hereinafter referred to as the “Association”, is granted certain rights and powers with respect to property located at Bayport West, Phase I, a subdivision in Hillsborough County, Florida described as follows:

All property located in Bayport West, Phase I, Subdivision, Hillsborough County, Florida, according to the Map or Plat thereof recorded in Plat Book 56, Page 19 in the Public Records of Hillsborough County, Florida;

WHEREAS, the above described property, Phase I, is subject to that certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions, recorded in Official Records Instrument # 2021311895, and the original Declaration of Covenants, Conditions, and Restrictions of Phase I, recorded in Official Records Book 4376, Page 1516 in the Public Records of Hillsborough County, Florida;

WHEREAS, BAYPORT WEST HOMEOWNERS ASSOCIATION, INC., a Florida not for profit Corporation, is granted certain rights and powers with respect to property located at Bayport West, Phase II, a subdivision in Hillsborough County, Florida described as follows:

All property located in Bayport West, Phase II, Subdivision, Hillsborough County, Florida, according to the Map or Plat thereof recorded in Plat Book 57, Page 45 in the Public Records of Hillsborough County, Florida;

WHEREAS, the above described property, Phase II, is subject to the certain Amended and Restated Declaration of Covenants, Conditions, and Restrictions, recorded in Official Records Instrument # 2021323196 and the Original Declaration of Covenants, Conditions, and Restrictions, recorded in Official Records Book 4485, Page 652 in the Public Records of Hillsborough County, Florida.

WHEREAS, it is the desire of the Association to amend the by-laws of the Association, to adopt additional Rules and Regulations for the subdivision, to clarify the intent and meaning of the current declaration; and to insure the preservation, improvement and development of the Bayport West subdivision for the benefit of the present and future owners of lots with said subdivision; Article V §4 of the Declaration of Covenants, Conditions and Restrictions for BAYPORT WEST, Phase I, and Article V, §4, of the Declaration of Covenants, Conditions and Restrictions for BAYPORT WEST, Phase II, specifically give the association the right to make whatever rules or bylaws it may choose to govern the association; provided, however, that said rules and bylaws are not in conflict with the terms and provisions of said Declarations;

WHEREAS, Article XII of the original by-laws, titled "Amendments", provides that the by-laws may be amended, at a regular or special meeting of the Board of Directors, by a vote of a majority of a quorum of Board members present;

WHEREAS, a special meeting of the Board of Directors was conducted on the _____ day of April, 2025 whereby a majority vote of a quorum of the Board members present was attained, approving an amendment to Article XIV (B) of the Association Bylaws;

WHEREAS, all of the above described real property located in Phase I, and Phase II, is hereinafter referred to interchangeably as "Lot", "Subdivision(s)", "Development", and/or "Property";

NOW, THEREFORE, the Association, through the Board of Directors, hereby adopts, implements, and imposes upon the above described by-laws, the following Amendment to the by-laws, which shall be effective and binding immediately on all owners of property within the subdivisions:

A. See attached Exhibit "A" for Amendment to the Bylaws.

Additions indicated by underlining. Deletions indicated by ~~striking through~~.

AMENDMENT TO BY-LAWS
BAYPORT WEST HOMEOWNERS ASSOCIATION, INC.

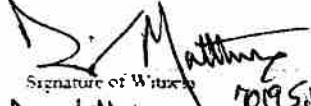
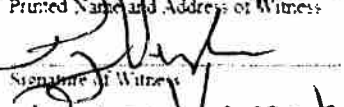
WHEREAS, BAYPORT WEST HOMEOWNERS ASSOCIATION, INC., pursuant to Article XII of the original Bylaws which provides that the Bylaws of the Corporation may be amended, and that the said Bylaws have been amended by the Board of Directors in conformity and in accordance with the provisions in the Bylaws and the statutes of the State of Florida;

THE undersigned being the President and Secretary of the aforesaid Corporation do hereby certify that attached hereto are true and correct copies of the Amendments to the said Bylaws adopted on April 30, 2025.

IN WITNESS WHEREOF, the undersigned being the duly authorized President and Secretary have executed this affidavit and the same is hereby submitted for recording the Public Records of Hillsborough County, Florida.

BAY PORT WEST HOMEOWNERS' ASSOCIATION, INC.

SIGNATURES ON NEXT PAGE


Signature of Witness
7019 Silvermill Dr.
Printed Name and Address of Witness

Signature of Witness
Printed Name and Address of Witness

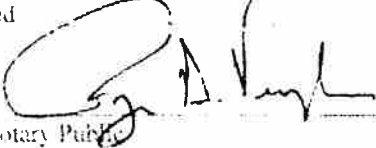

President

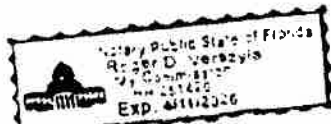
Claire Matthews
Print Name

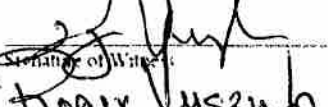
ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing was acknowledged before me this 30 day of April, 2025, by Claire Matthews, President of BAYPORT WEST HOMEOWNERS ASSOCIATION, INC., who is personally known to me or has produced as identification.


Notary Public




Signature of Witness
7019 Silvermill Dr.
Printed Name and Address of Witness

Signature of Witness
Printed Name and Address of Witness

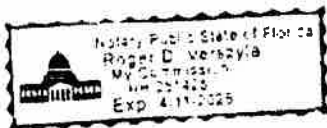
by: 
Secretary
Melissa Lovejoy
Print Name

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing was acknowledged before me this 30 day of April, 2025, by Melissa Lovejoy, Secretary of BAYPORT WEST HOMEOWNERS ASSOCIATION, INC., who is personally known to me or has produced as identification.


Notary Public



AMENDMENT TO BYLAWS ARTICLE XIV (B)

B. Lot Maintenance. The owner or occupants of all Lots shall at all time keep all trees, landscaping, weeds, and grass thereon cut in a sanitary, healthful, weed free and attractive manner, and shall edge curbs that run along the Lot lines. Trees and landscaping and grass are to be mowed and pruned as needed and maintained in a safe and appropriate manner. The owners or occupants of all Stone and Hard Covered Lots shall at all times keep all areas of the Lot free of weeds and grass, and shall maintain the Lot in a sanitary, healthful, and attractive manner. After first providing notice to a Lot Owner of any maintenance deficiency, The Association is authorized to enter a Lot and conduct additional landscape maintenance beyond the scope described in this Section, if, in the discretion of the Board, such additional maintenance is required for any reason whatsoever, including without limitation, naturally occurring deterioration of the landscaped areas or damage caused by a Lot Owner's/Lessee's neglect. The costs associated with any such additional landscape maintenance shall be assessed against the respective Lot as an assessment, inclusive of all attorney's fees and costs, as well as management and administrative fees.

