



BAYPORT WEST NEWS

MARCH 2023



BAYPORT WEST NEWS

MARCH 2023

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Hello BPW Homeowners!

Our community has started out the year on a positive note by saving \$39.00 on our yearly HOA Assessment. We have also gained three new Board members who want to support this community through transparency in all association business whether it be expenditures, violations, necessary repairs or community concerns brought to our attention by concerned homeowners. You will find the email addresses of all Board Members and our website address on the next page .

During the holidays we had over 100 homeowners participate in our Holiday Decorating! The decorations were cheerful, fun for our kids, festive, beautiful and creative! Thank you to all who participated in making our holidays more enjoyable. You will see some of the photos throughout the newsletter.

There are a couple informative articles from our homeowners and from some homeowners who want changes at Bayport West. There are 2 financial reports for your review; one from the CPA and one by our management company Ameritech. We included the second because it is more detailed than the first.

The Final item in this newsletter is the Proposed Rental Restrictions. **Review the Amendments and IF YOU DECIDE TO PARTICIPATE please print your address, sign your name and print your name on the last page. Fold the packet of 3 pages and place in the envelope provided. Place it in the black drop box on the gate at 7004 Drury St. by March 26, 2023.**

Sincerely,

Your Board of Directors

BAYPORT WEST HOMEOWNERS ASSOCIATION 2023 Regular Board Meeting Schedule

Lutheran Church of Our Savior

8401 W. Hillsborough Avenue, Tampa, FL 33615

7:00 p.m.

March 20, 2023

April 17, 2023

June 19, 2023

July 17, 2023

August 21, 2023

October 16, 2023

November 20, 2023

December 18, 2023

Regular and Budget Meeting

Regular and Annual Meeting/Election



BAYPORT WEST HOMEOWNERS ASSOCIATION

Board of Directors:

President	Sherry Trojello	trojels53@gmail.com
Vice President	Carl Esselmeyer	che1953.ce2gmail.com
Secretary	Kelsey Morton	Kelsey.bpw@gmail.com
Treasurer	Hnery Alvarez	Henryalvz@yahoo.com
Director	Open Position	
LCAM	David Drake	daviddrake@ameritechmail.com

Management Company:

AMERI-TECH COMMUNITY MANAGEMENT, INC.
Corporate Headquarters
24701 U.S. Highway N., Suite 102
Clearwater, FL 33763

5434 Grand Blvd.
New Port Richey, FL 34652

Office: (727) 726-8000
Fax: (727) 723-1101
www.ameritechcompanies.com
Tampa: (813) 636-000

Accounting Questions:

Bonnie L. (727) 726-8000 x 229
bloeffler@ameritechmail.com

Bayport West Info:

BPW Website: bayportwest.org



From The President

Dear Homeowners:

There are 235 homeowners in our subdivision. Each has his/her own view of homeownership! Homeowners do not agree on what can be done on each individual property owned. Many feel they can do anything they want on their property.

That certainly is not true if you live in a Deed Restricted subdivision in the State of Florida. When you closed on your property in Bayport West you made a binding contract with the HOA to follow the Declaration of Covenants, Conditions and Restriction plus the Bylaws. This is a legal and binding agreement. If you did not read your documents before now it would be wise to do so.

The issues that have been brought to the Board of Directors are all in alignment with the above. The violation notices reflect this as well. Some homeowners thank Management for the reminder and some are annoyed. A violation simply states what is not allowed within our documents.

Example 1: Please note Article III, Section 1 below.

Section 1. Single Family Side Yard Concept Option. No building shall be erected, altered, or permitted to remain on any Lot other than one detached Single Family Yard Concept Option dwelling used for residential purposes only, and not to exceed (2) two stories in height. Each such dwelling on a Lot shall have an attached or detached garage or carport for (1) or more cars, but not more than (3) cars, provided that the Architectural Control Committee may, in its discretion, permit the construction of a carport on a Lot and/or a garage for more than (3) three cars, such permission to be granted in writing as hereinafter provided. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on the Lots for garage apartments or for apartment houses; and no Lot shall be used for business or professional purposes of any kind nor for any commercial or manufacturing purposes. No building of any kind shall ever be moved onto any Lot within said Subdivision, it being the intention that only new construction shall be placed and erected thereon, except with the prior written consent of the Architectural Control Committee.

If you did not fill out an ACR (Architectural Control Request) from the HOA and get your project approved in writing from the Board of Directors, you can not do the project. You might get it permitted by Hillsborough County first but you still must submit it to the HOA for final approval. The Board of Directors must use the Declaration to guide the final decision.

This is what happened with homeowners who placed, or built, sheds on their property. The only solution for all shed owners is to get our community to vote to amend Article III in our Declaration. Sam is trying to help every shed owner by writing his article to get homeowners behind this possible change!

Example 2: Article III, Section 13 Lot Maintenance continued

Homeowners complain about getting written for weeds and edging both but not about mowing! Read the previous page. Management gets information on what a violation is from our Documents.

Example 2: Article III, Section 13 Lot Maintenance below

Section 13. Lot maintenance. The Owners or occupants of all Lots shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner, shall edge curbs that run along the Lot lines, and shall in no event use any Lot for storage of materials and equipment except for normal residential requirements incident to construction of improvements thereon as herein permitted. All fences and walls which have been erected on any Lot by Declarant or otherwise shall be maintained in good repair by Owner, or occupant thereof, who shall promptly repair or replace the same in the event of partial or total destruction. The drying of clothes in full public view is prohibited, and the Owners or occupants of any Lots at the intersection of streets or adjacent to parks, playgrounds or other facilities where the rear yard or portion of the Lot is visible to public view shall construct and maintain a drying yard or other suitable enclosure to screen the following from public view: the drying of clothes, yard equipment, or storage piles, which are incident to the normal residential requirements of a typical family. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste material shall not be kept except in closed sanitary containers constructed of metal, plastic or masonry materials with sanitary covers or lids attached. Containers for the storage of trash, garbage, and other waste materials must be stored out of public view. Equipment for storage or disposal of such waste materials shall be kept in a clean and sanitary condition and shall be stored out of public view. New building materials used in the construction of improvements erected upon any Lot may be placed upon such Lot at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without undue delay, until the completion of the improvements, after which these materials shall either be removed from the Lot or stored in a suitable enclosure on the Lot.

In the event of violation by the Owner or occupant of any Lot of any covenant, condition or restriction imposed upon the Owner or Lot in this Article III and the continuance of such violation after ten (10) days written notice thereof, or in the event the Owner or occupant has not proceeded with due diligence to complete the appropriate repairs and maintenance after such notice, the Association shall have the right (but not the obligation), through its agents or employees, to repair, maintain or restore the Lot, the exterior of the dwellings, the fence and any other improvement located thereon. To the extent necessary to prevent rat or other infestation, diminish fire hazards, and accomplish any of the above-needed repairs, maintenance, and/or

restoration, the Association shall have the right, through its agents and employees, to enter any dwelling or improvements located upon such Lot. The Association may enter onto any Lot and/or improvement and cut the weeds and grass, edge the lawn around the curb, cause to be removed garbage, trash, and rubbish, or do any other thing necessary to secure compliance with this Declaration. The Association may render a statement of charges to the Owner or occupant of such Lot for the cost of such work. The Owner and occupant agree by the purchase and occupation of the Lot to pay such statement immediately upon receipt. The cost of such work, plus interest thereon at the maximum rate permitted under the laws of the State of Florida, shall become a part of the assessment payable by said Owners, and payment thereof shall be secured by the maintenance lien hereinafter retained. The Association, its agents and employees shall not be liable, and are hereby expressly relieved from any liability, for trespass or other tort, except for reckless or willful misconduct, in connection with the performance of the exterior maintenance and other work authorized herein.

In addition, the Association, its agents and employees, shall have the sole and exclusive right and responsibility to maintain, alter, or replace the wall running along the entire exterior boundary of the Subdivision (the "Outer Wall") even though such Outer Wall is owned by each respective Lot Owner upon whose Lot the Outer Wall is located. No Lot Owner may in any way alter this Outer Wall. The Association shall have the right to use the Hillsborough County right-of-way easement bordering the Outer Wall or bordering any Lot on which the Outer Wall is located, as well as the right to enter onto any Lot, to so maintain, alter or replace said Outer Wall.

The drying of clothes or any yard equipment or boat canvasses or car covers cannot hang over the wall or gate in public view. It's handy but a violation. Homeowners still do it because they feel it is no big deal! Garbage cans are the same issue. No big deal? The original Declaration is all about curb appeal in the front area by the garage.

Maintenance on stucco side walls, fences and trim are in this category of presenting an attractive image which is the reason for Deed Restrictions! Maintenance on stucco side walls, fences and trim are in this category of presenting an attractive image which is the reason for Deed Restrictions!

I am adding pictures of hedges at the bottom of the page. Homeowners are confused about what a hedge, or shrub, is. I have the original shrubs called Legustrum. They were originally planted in front of the front stucco wall by the gate. They need to be trimmed to 5 feet according to the Declaration. Keep them below the brick reveal.

Homeowners are overwhelmed with work, raising children and keeping up with everything! We live in challenging times. But look closely!! Your association gives you the time you need to correct the issues as it has for years. If you need help or more time to resolve an issue let management know. Please do not ignore a violation repeatedly as each violation notice costs the association \$3.35.

It is important that you keep your pets leashed when outside your home or back yard! Animals should not be running around unleashed! People get upset about stepping in dog or cat droppings in their front yards. This violation is a broken Florida Law with fines if reported.

Thank you all for the awesome improvements you have done to your yards. Thanks to those who came to our recent board meeting to share views or concerns. A big thanks to all the helpful people who stuff envelopes, fold newsletters for the community and help their neighbors as needed.

Our final reminder will be about our front wall that butts up to Hillsborough Avenue. The homeowners on Venice Circle that lie adjacent to Hillsborough Ave. will need to give the workers access to the wall while the wall is repaired. You will be notified in advance so you may leave your gates unlocked for the workers. In the next month we ask homeowners to please remove all mold and dirt, or power wash your back stucco wall so it will be ready for repair. Thank you for your cooperation in this matter.



BAYPORT WEST HOMEOWNERS ASSOC., INC
STATEMENT OF CASH RECEIPTS AND DISBURSEMENTS
FOR THE PERIOD ENDED
DECEMBER 31, 2022


COMPILED BY
DANIEL F. JOHNSON, CPA
31940 U.S. HWY 19 NORTH
PALM HARBOR, FL 34684
(727) 786-7988

To the Board of Directors
BAYPORT WEST HOMEOWNERS ASSOC., INC
24701 US HWY 19 N. STE 102
CLEARWATER, FL 33763

I have compiled the accompanying statement of cash receipts and disbursements of BAYPORT WEST HOMEOWNERS ASSOC., INC and the related reserve schedule for the year ended December 31, 2022, in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. This statement of cash receipts and disbursements and the related reserve schedule are intended to fulfill the reporting requirement of a financial report under the Florida Statutes. As such, this statement is required under Florida Statutes to be prepared on the cash basis of accounting, which is a comprehensive basis of accounting other than generally accepted accounting principles.

A compilation is limited to presenting, in the form of financial statements, information that is the representation of management. I have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or any other form of assurance on them.

The Association has elected to omit substantially all of the disclosures and the statements of cash flows required by generally accepted accounting principles. If the omitted disclosures and statements were included in the financial statements, they might influence the user's conclusions about the Association's financial position and results of operations. Accordingly, these financial statements are not designed for those who are not informed about such matters.


Daniel F. Johnson, CPA

January 16, 2023

BAYPORT WEST HOMEOWNERS ASSOC., INC

Statement of Cash Receipts and Disbursements For the Year Ended December 31, 2022

	<u>Operating Fund</u>	<u>Reserve Fund</u>	<u>Total</u>
Cash Received			
Member assessments	\$ 78,030	\$ -	\$ 78,030
Interest/dividend income	7	55	62
Other income	<u>775</u>	<u>-</u>	<u>775</u>
Total cash received	<u>78,812</u>	<u>55</u>	<u>78,867</u>
Cash Disbursed			
Security	\$ 8,970	\$ -	\$ 8,970
Management expenses	20,328	-	20,328
Legal & professional	3,182	-	3,182
Refuse collection and utilities services	4,030	-	4,030
Lawn care and grounds maintenance	21,320	-	21,320
Building maintenance and repair	17	-	17
Insurance expense	4,062	-	4,062
Administrative expenses	11,011	-	11,011
Reserve expense	<u>-</u>	<u>6,082</u>	<u>6,082</u>
Total cash disbursed	<u>72,920</u>	<u>6,082</u>	<u>79,002</u>
Excess of cash receipts over/(under) cash disbursements	5,892	-6,026	-134
Cash balance, beginning of year	<u>59,722</u>	<u>110,809</u>	<u>170,531</u>
Cash balance, end of year	<u>\$ 65,614</u>	<u>\$ 104,783</u>	<u>\$ 170,397</u>



Income Statement - Operating
Bayport West Homeowners Association, Inc.

Date: 1/11/2023
Time: 2:45 pm
Page: 1

12/31/2022

Description		Current Period			Year-to-date			Annual Budget
		Actual	Budget	Variance	Actual	Budget	Variance	
REVENUE								
4010	Unit Maintenance Fees	\$19,459.50	\$6,429.00	\$13,030.50	\$67,972.56	\$77,148.00	(\$9,175.44)	\$77,148.00
4020	Interest Income	-	13.37	(13.37)	-	160.00	(160.00)	160.00
4400	Operating Interest Income	0.43	-	0.43	6.83	-	6.83	-
4700	Atty Fee Reimb	-	-	-	9,502.70	-	9,502.70	-
4800	Misc Income	328.50	-	328.50	775.33	-	775.33	-
Total REVENUE		19,788.43	6,442.37	13,346.06	78,257.42	77,308.00	949.42	77,308.00
EXPENSES								
ADMINISTRATIVE								
5010	Office Expense	838.92	441.63	(397.29)	8,184.13	5,300.00	(2,884.13)	5,300.00
5015	Bank Coupons Charges	-	91.63	91.63	1,292.50	1,100.00	(192.50)	1,100.00
5020	Welcome Committee	-	25.00	25.00	122.03	300.00	177.97	300.00
5025	Off Duty Police	1,725.00	691.63	(1,033.37)	8,970.00	8,300.00	(670.00)	8,300.00
5030	Feral Cat Control	-	41.63	41.63	-	500.00	500.00	500.00
5035	Newsletter	-	316.63	316.63	1,332.78	3,800.00	2,467.22	3,800.00
5300	Insurance	-	258.37	258.37	4,061.85	3,100.00	(961.85)	3,100.00
5400	Lawn Service Contract	-	583.37	583.37	12,061.56	7,000.00	(5,061.56)	7,000.00
5410	Landscaping	-	41.63	41.63	-	500.00	500.00	500.00
5420	Fertilization	165.38	150.00	(15.38)	1,394.66	1,800.00	405.34	1,800.00
5430	Grounds-Irrigation	103.00	41.63	(61.37)	2,360.00	500.00	(1,860.00)	500.00
5440	Self Help (HOA Maint-Abandoned Lots)	-	567.88	567.88	2,250.00	6,815.00	4,565.00	6,815.00
5450	Lake Maintenance	278.11	250.00	(28.11)	3,253.45	3,000.00	(253.45)	3,000.00
5600	Corp Annual Report	-	5.13	5.13	80.00	62.00	(18.00)	62.00
5700	Bad Debt	-	166.63	166.63	-	2,000.00	2,000.00	2,000.00
5800	Management Fee	1,694.00	1,695.00	1.00	20,328.00	20,340.00	12.00	20,340.00
5900	Legal	429.00	416.63	(12.37)	2,712.00	5,000.00	2,288.00	5,000.00
5910	Taxes/Tax Preparation	45.00	50.00	5.00	470.00	600.00	130.00	600.00
6100	General Repairs & Maintenance	13.92	125.00	111.08	17.36	1,500.00	1,482.64	1,500.00
7000	Electric	24.02	20.87	(3.15)	288.97	250.00	(38.97)	250.00
7001	Water	528.42	187.50	(340.92)	3,740.82	2,250.00	(1,490.82)	2,250.00
8000	Contingency	-	166.63	166.63	-	2,000.00	2,000.00	2,000.00
Total ADMINISTRATIVE		5,844.77	6,334.42	489.65	72,920.11	76,017.00	3,096.89	76,017.00
Total EXPENSES		\$5,844.77	\$6,334.42	\$489.65	\$72,920.11	\$76,017.00	\$3,096.89	\$76,017.00
COMBINED NET INCOME		\$13,943.66	\$107.95	\$13,835.71	\$5,337.31	\$1,291.00	\$4,046.31	\$1,291.00

YEAR END INCOME STATEMENT
BY AMERI-TECH
(2 PAGES)



Balance Sheet - Operating
Bayport West Homeowners Association, Inc.
End Date: 12/31/2022

Date: 1/11/2023
Time: 2:44 pm
Page: 1

Assets

OPERATING FUNDS

11-1020-00-00 General - (06) Acct

\$65,814.12

\$65,614.12

Total OPERATING FUNDS:

RESERVE FUNDS

12-1047-00-00 Truist - (07) Money Market

104,782.92

\$104,782.92

Total RESERVE FUNDS:

DELINQUENCIES

18-1720-00-00 Prepaid Insurance

1,747.37

18-1800-00-00 Delinquencies

6,204.00

18-1820-00-00 Attorney Fees Recoverable

22,329.50

\$30,280.87

Total DELINQUENCIES:

\$200,677.91

Total Assets:

Liabilities & Equity

LIABILITIES

20-2080-00-00 Reserve Interest

272.27

\$272.27

Total LIABILITIES:

PREPAID/MISC LIABILITIES

23-2300-00-00 Prepaid Assessments

35,107.81

\$35,107.81

Total PREPAID/MISC LIABILITIES:

EQUITY/CAPITAL

30-3100-00-00 Prepaid/Delinquency Adjustment

(28,903.81)

30-3200-00-00 Prior Years

188,864.33

\$159,960.52

Total EQUITY/CAPITAL:

Net Income Gain / Loss

5,337.31

\$5,337.31

Total Liabilities & Equity:

\$200,677.91

YEAR END BALANCE SHEET

BY AMERI-TECH

Why Limit Rentals in Our Community

David Fletcher, BPW Homeowner

The problems that can arise with excess rentals in a community are many. At a certain point the banks will not grant mortgages in areas in which a large percentage of the properties are rentals. That affects both new buyers and the residents who wish to sell their properties. As renters have no equity, they can tend to let the property slip but in some cases be less than desirable neighbors.

In the absence of maintaining the property, not only is that property's value depressed but properties in the neighborhood suffer declining value. Absentee owners are frequently difficult to contact if there are issues with the property or the renter. Consider if a property is vacant for an extended period, the maintenance may suffer affecting the value of neighboring properties.

If the owner has difficulty renting the property, it affects cash flow which could lead to the owners becoming behind in paying annual assessments and the resulting fines. This often happens as the entrepreneur becomes over extended if he/she owns multiple "investment properties." Legal problems can occur such as bankruptcy or foreclosure which have to go through the court system for years to be resolved.

In Bayport West the HOA spends a great deal of time and money with the constant violations that tend to be unresolved by the owners. The owners do not advise the renters of our Deed Restrictions which causes neighbors to be upset about the constant violations.

I am sure there are many more issues that may come up with Investment Company rentals. The ones mentioned are just a few.

BAYPORT WEST Traffic Violations	
Dates: Nov 16 - Feb 15	
Speeding	19
Stop Sign	17
Insurance	10
D. License	7
STOP, LOOK and SAVE	
Stop sign fine is \$164 and 3 points.	
Speeding fine starts at \$129 and 3 points	
For the safety of our community, please obey the speed limit and stop signs.	



Attention: Bayport West Homeowners

From: Sam on Silvermill Dr.

I am reaching out to you as homeowners to draw support for a new Amendment to our existing Declaration for homeowners to have the option of placing a **STORAGE SHED** in the back yard. I built a new deck and added a shed in my back yard about a month ago and the Management Company noticed it during their monthly inspection around the pond.

I had seen other sheds in that area for a very long time so I assumed it was permitted until I received my letter from the HOA. When the fences were up I don't think people noticed the sheds. Several homeowners removed their fences at some point.

I drive through our neighborhood frequently and see garage doors open with the vehicles parked outside and the garage is being used for storage. The cost of renting a storage unit and the hassle of gaining access to the items when you wish to use them is not practical.

Please join me in seeking an amendment change to allow homeowners the option to have a shed on their property. We would need about 160 homeowners to show an interest to start the process of getting a new amendment.

Thank You!

Note: Please email our President, Sherry @ trojels53@gmail.com. Give your full names and address and advise the Board of your interest.



Let's Talk Parking! By Sherry

Everyone has an opinion about parking. When I moved into one of the last six unowned properties in Bayport West 34 years ago the General Homes sales office was still open!. I asked for a copy of the Deed Restrictions and had a lot of questions answered. Parking is addressed in our Declaration very specifically as well as stating you can have only three cars per lot.

When you completed your closing on your home your realtor should have explained to you that you now have a binding contract with the Bayport West Homeowner's Association, Inc. to follow all the Deed Restrictions. This includes parking rules. Park your cars in the garage, on the driveway or on the street adjacent to the owner's lot. (your lot). **DO NOT BLOCK A SIDEWALK OR MAILBOX ACCORDING TO THE LAW.**

Homeowners had no problems with following these guidelines until recently. Many of our newer residents are renting and their landlords have not explained the Deed Restrictions. People who move here from other countries and other states had different parking rules in their old homes. Help your neighbors understand the rules!

PLEASE DO NOT DOUBLE PARK! Two cars parked directly across from each other leaves no room for our garbage trucks, school busses, service trucks and emergency vehicles to get to their destination. By law park with the directional flow of traffic only.



March 5, 2023

Dear Bayport West Homeowner:

After discussions with the membership, the Bayport West Homeowners Association would like to adopt a set of rental restrictions. If approved, the rental restrictions will require that a home be owned for at least 18 months before the home is eligible for rental. These deed restriction amendments, if approved by the membership, will not be enforceable against any owner who opposes the amendments or abstains from voting. These restrictions will be enforceable against only those owners who vote in favor of the amendment and any future owner of a residence in the community.

We are also proposing a six month minimum term limit on rentals. If the six month minimum term limit is approved by the membership at this time, it will be enforceable against all owners, regardless of whether the owners vote in favor of or against this proposed amendment.

It is necessary that two thirds of all owners in Bayport West Phase 1 approve of the amendments in order to amend the Phase 1 Declaration. With regard to Phase 2, 50% of all owners need to approve of the amendments.

We have enclosed the proposed amendments for your review. Our governing documents indicate the amendment must be signed by the authorized owner of each Lot who approve of the amendments. We have enclosed the signature pages that need to be signed by the authorized owner of each Lot. The signature pages need to be signed by the Owners of your Lot, on the appropriate lines. By signing and submitting the signature page, you are voting in favor of each amendment referenced on the signature page. We will count your votes based upon your home address. Your address will either be in Phase 1 or Phase 2 of Bayport West.

After you sign the signature page, please submit the signature page to the Association by dropping it in the black drop box located at 7004 Drury Street. The drop box will be checked daily for proxies that are submitted.

If you have any questions, contact the board president, Sherry Trojello at 813-854-1248.

Sincerely,

The Board of Directors

ARTICLE III USE RESTRICTIONS

Section 1. Single Family Side Yard Concept Option.

No building shall be erected, altered, or permitted to remain on any Lot other than one detached Single Family Side Yard Concept Option dwelling used for residential purposes only, and not to exceed two (2) stories in height. Each such dwelling on a Lot shall have an attached or detached garage or carport for one (1) or more cars, but not more than three (3) cars, provided that the Architectural Control Committee may, in its discretion, permit the construction of a carport on a Lot and/or a garage for more than three (3) cars, such permission to be granted in writing as hereinafter provided. As used herein, the term "residential purposes" shall be construed to prohibit mobile homes or trailers being placed on the Lots, or the use of said Lots for garage apartments or for apartment houses; and no Lot shall be used for business or professional purposes of any kind nor for any commercial or manufacturing purposes. No building of any kind shall ever be moved onto any Lot within said Subdivision, it being the intention that only new construction shall be placed and erected thereon, except with the prior written consent of the Architectural Control Committee. All dwellings on a Lots shall be occupied by a Single Family only. For purposes of this Declaration of Covenants and the provisions relating to leasing, "Single Family" and "Family" is defined as follows: the terms "Single Family" and "Family" shall be defined as a maximum of two (2) unrelated persons living together as a single housekeeping unit, sharing kitchen and bedroom facilities; or one (1) individual living alone. No more than six (6) persons will be considered a Single Family unless at least four (4) of them are related to each other by blood, marriage, or adoption.

1A. No Owner shall enter into a lease, rental agreement, or other similar conveyance of use of a Lot during the first eighteen (18) months of ownership of that Lot. The Board of Directors has the right to make hardship exceptions to this requirement. Reasons for a hardship exception include, but are not limited to, owners who serve in the military and receive transfer orders or otherwise receive orders for long term deployment that prohibits their occupancy of the Lot. Only one (1) hardship exception can be granted by the Board of Directors during the first eighteen (18) months of ownership of the Lot. If it is determined by the Board of Directors that an Owner has entered into a lease, rental agreement, or other similar conveyance or use of a Lot during the first eighteen (18) months of ownership of that Lot, all Lots owned by that Owner shall not be eligible for lease rental or other conveyance for an additional eighteen (18) months after it has been determined that the Owner has leased, rented or otherwise conveyed the use of any of the Owner's Lots during the first eighteen (18) months of ownership. If the Board of Directors determines that there has been a second violation of the prohibition of the lease, rental or other similar conveyance or use of a Lot during the initial eighteen months (18) of ownership, that Owner shall be forever banned from leasing, renting or otherwise conveying the use of any of those Lots owned by the Owner. If a Lot is conveyed that has been forever banned from being leased, rented or otherwise similarly conveyed for use, the party acquiring title will be permitted to lease, rent or otherwise similarly convey use of the Lot after the first eighteen (18) months of ownership by that new owner.

ARTICLE III
USE RESTRICTIONS
(CONTINUED)

1B. No lease shall be for a period of less than six (6) months. A Lot Owner making a bona fide lease of said Lot Owner's Lot shall give the Association notice of such lease upon execution together with the name and address of the lessee.

(Additions indicated by underlining, deletions by ~~strike through~~, omitted, unaffected language by ellipses . . .)

APPROVAL OF ARTICLE III, §1

The undersigned, current owners of homes located within Bayport West subdivision, hereby approve of the Amendments to Article III §1, Defining single family and imposing rental restrictions requiring ownership of a Lot for 18 months before a home is eligible for rental and establishing a minimum lease term of 6 months. By this page, the undersigned homeowners acknowledge that they have reviewed the proposed amendments and approve of same.

Witness

Address

Print Name

Owner

Witness

Print Name

Print Name

Second Owner signs below. May use witnesses if both witnesses are present for each owner signature.

Witness

Address

Print Name

Owner

Witness

Print Name

Print Name

Bayport West Homeowners Association, Inc.

Sherry Trojello, President

813-854-1248

trojels53@gmail.com

Request For Home Improvement

In an effort to protect each individual's rights and home values, any homeowner or group of homeowners considering improvement to their property must submit a "Request For Home Improvement" form to the Architectural Control Committee if such work affects the structure or appearance of a building and/or is visible from the street. This approval must be obtained **PRIOR** to initiating the work. Any and all subsequent changes to this project must also be approved or this document becomes null and void and the homeowner may be required to return the property to its original condition. Please complete this form in detail and forward to the above address.

Owner's Name: _____ Phone# (_____) _____

Address: _____ E-mail: _____

Briefly describe proposed improvements: _____

Draw a simple sketch, including measurements, on a copy of your plat plan (boundary survey). Name of company doing project with address/phone number _____

Location of improvement: (Check applicable areas)

___ Front ___ Roof ___ Rear ___ Garage

___ Patio ___ Side ___ Other

Work accomplished must conform to appropriate building codes and maintain the architectural integrity of Bayport West.

I understand the Architectural Control Committee has thirty (30) days from the receipt of this request to make a decision. I agree not to begin this project until I have been notified of its decision.

SIGNATURE OF OWNER _____

PRINTED NAME OF OWNER _____

DATE _____

ACTION OF THE COMMITTEE/BOARD OF DIRECTORS

___ Approved

___ Disapproved for the following reasons: _____

Date: _____

President/Chairperson _____
