

Prepared by and Return to:  
Ulrich, Scarlett, Watts & Dean, P.A.  
713 S. Orange Ave., Ste. 201  
Sarasota, Florida 34236



**CERTIFICATE OF AMENDMENT TO  
DECLARATION OF RESTRICTIONS FOR BAY OAKS ESTATES, UNIT I**

THE UNDERSIGNED, as President of BAY OAKS HOA, Inc., a Florida not for profit corporation (hereinafter the "Association"), hereby certifies that the Declaration of Restrictions, as recorded in Official Records Book 2654, Page 2750, et. seq. in the Public Records of Sarasota County, Florida, as amended from time to time, were duly amended by the required vote of the members of the Association present in person or by proxy, at a properly called meeting of the Association held on September 19, 2022, as follows:

New language inserted in the text is underlined and words deleted are ~~stricken through~~:

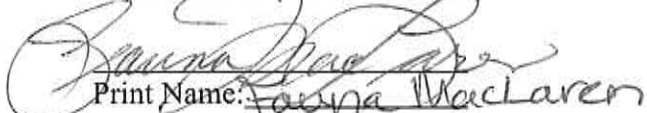
ARTICLE IV - Section 27- Leasing. The lease of a unit is defined as occupancy of the unit by any person other than the unit owner, whether pursuant to verbal or written agreement, in excess of thirty (30) days, regardless of whether there is consideration for the use. The term "leasing" and "renting" shall be used interchangeably. Should a unit owner wish to lease his unit, he or she shall furnish the Association with a copy of the proposed lease and the name of the proposed lessee, as well as the names of all proposed occupants and such other information the Board may reasonably require. No individual rooms may be rented and no transient tenants may be accommodated. The Association may deny a unit owner the right to lease their unit if the owner is not in good standing with the Association or if the owner is in violation of the Declaration of Restrictions at the time of the proposed lease inception. All leases shall be for a minimum period of ninety (90) consecutive days or three (3) calendar months, whichever is less. No more than one (1) lease is permitted in any year, measured from the date of commencement of the last lease. No unit owner may lease their unit during the first two years after they purchase the unit, or from the date the title was otherwise transferred to them. The unit owner shall have the duty to bring his tenant's conduct into compliance with the documents governing the Subdivision by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the unit


owner fails to bring the conduct of the tenant into compliance with the documents governing the Subdivision (including any rules and regulations), the Association shall have the authority to act as agent of the unit owner to undertake whatever action is necessary to abate the tenant's noncompliance, including without limitation the right to institute an action for eviction against the tenant in the name of the Association, or as agent of the unit owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the unit owner which shall be secured by a continuing lien in the same manner as assessment charges as set forth in Article XIII. The board may promulgate reasonable rules and regulations regarding the leasing of a unit that are not in conflict with this section.

IN WITNESS WHEREOF, the Association has caused this Certificate to be executed by its President and attested to by its Secretary this 22 day September, 2022.


BAY OAKS, HOA, INC., a Florida not for profit corporation

WITNESSES (As to President)

  
Print Name: Sabrina MacLaren

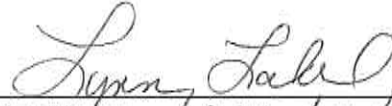
  
Print Name: Sandra Rerecic

By:   
President: Jeffrey Cole

Attested:  
By:   
Secretary: Mary Gibbs

STATE OF FLORIDA )  
COUNTY OF Darasota )

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization this 22, day of September, 2022, by JEFFREY COLE, as President of BAY OAKS HOA, INC., a Florida not for profit corporation, on behalf of said corporation, who is personally known to me or has produced \_\_\_\_\_ as identification.

  
Print Name: Lynn Lakel  
Notary Public  
My Commission Expires:

