

Prepared by/Return to;
Nicholas F. Lang, Esq.
Lang & Raffa, P.A.
P.O. Box 7990
St. Petersburg, FL 33734
File No. 3507

**CERTIFICATE OF AMENDMENT TO THE
BAYOU CLUB COMMUNITY
MASTER DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS**

NOTICE IS HEREBY GIVEN that the BAYOU CLUB COMMUNITY MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, as originally recorded in O.R. Book 7352, pages 1201 through 1248, of the Public Records of Pinellas County, Florida, was amended by approval of more than seventy-five percent (75%) of those members of BAYOU CLUB COMMUNITY ASSOCIATION, INC. present in person or represented by written proxy at the Special Meeting of the members on July 17, 2019, which was duly called pursuant to the By-Laws, and at which a quorum of members was present in person or by proxy, as required for amendments by amended Article XII, Section 6 and deleted Article IV, Section 3 of said Master Declaration, as set forth herein:

Section 1 of Article IV of the Master Declaration is amended in the introductory paragraph and by the addition of the following new Subsections Y and Z:

**ARTICLE IV
Use Restriction**

SECTION 1. The property which is subject to this Declaration shall be owned, occupied and used only as follows:

* * * * *

Y. Leasing. An Owner may lease his or her Unit, subject to the Restrictions of this Declaration, including but not limited to the following Restrictions, and to all Rules and Regulations of the Association, as amended from time to time:

1. A Unit shall not be leased for a period of less than one (1) year unless the Unit is owned by the Association. The Association may lease a Unit for a period of less than one (1) year, but not less than three (3) months.

2. For purposes of this Declaration and the Articles of Incorporation, By-Laws and Rules and Regulations of the Association, the term "lease" shall be defined as any arrangement, written or unwritten, whether identified as a lease, rental, license or otherwise, under which a person(s), whether identified as a lessee, tenant, guest, or otherwise, other than the Owner of a Unit, uses or occupies the Unit and the Owner receives any consideration, compensation or benefit either directly to the Owner or indirectly for the Owner or the Unit, including payment of assessments to the Association, real estate taxes, utilities or other charges to the Unit. The term "lease" shall also specifically include any vacation rental or other short-term use or occupancy of a Unit arranged by any means, including but not limited to Airbnb™, VRBO®, or any other similar service or arrangement, all of which shall be prohibited if occupancy is for a period of less than one (1) year. The term "lease" shall also specifically include any use or occupancy of a Unit by exchange or swap arranged by any means, including but not limited to HomeExchange®, Home for Exchange™, or any other similar service or arrangement, with or without consideration, compensation or benefit to or for the Owner or the Unit, all of which shall be prohibited if occupancy is for a period of less than one (1) year.

Z. Fractional or Interval Ownership. A Unit shall not be owned under any arrangement, plan, scheme, or similar device, either verbal or written, whether by membership, agreement, tenancy in common, sale, lease, deed, rental agreement, license, or right-to-use agreement or by any other means, jointly by more than one person and/or by a corporation, trust, partnership, limited liability company, or other legal entity, as Owner(s), whereby a person and/or an entity who is an owner, fractional or interval owner, member, tenant, purchaser, licensee, or other designation under said arrangement, with or without consideration, receives ownership rights in or a right to use or occupy the Unit for a period of time less than the full calendar year of every calendar year of said ownership period. However, this restriction shall not prohibit joint ownership of a Unit solely by individuals related by blood, marriage or adoption and/or by a legal entity owned directly or indirectly solely by individuals related by blood, marriage or adoption, provided said individuals do not receive ownership

rights in or a right to use or occupy the Unit for a period of time less than the full calendar year of every calendar year of said ownership period.

IN WITNESS WHEREOF, BAYOU CLUB COMMUNITY ASSOCIATION, INC. has caused this Certificate of Amendment to the Master Declaration of Covenants, Conditions and Restrictions to be signed in its name by its President and Secretary, on this 17th day of July, 2019.

Signed in the Presence of
Two (2) Witnesses:

BAYOU CLUB COMMUNITY
ASSOCIATION, INC.

Gerald R. Colen
Print Name: Gerald R. Colen

By: Eugene A. Berry
Eugene A. Berry, President
7598 Aralia Way
Largo, FL 33777

Amy Mallory
Print Name: Amy Mallory

By: William H. Barker
William H. Barker, Secretary
9178 Waterash Lane North
Pinellas Park, FL 33782

Gerald R. Colen
Print Name: Gerald R. Colen

Amy Mallory
Print Name: Amy Mallory

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing Certificate of Amendment was acknowledged before me this 17th day of July, 2019, by EUGENE A. BERRY and WILLIAM H. BARKER, as President and Secretary, respectively, of BAYOU CLUB COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit. They are personally known to me and did not take an oath.

Gerald R. Colen
Notary Name: _____
Notary Public
My Commission Expires: _____

