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**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 Members on August 19, 2020, 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:

I. Subsection Y, Paragraph 1 of Article IV, Section 1 of the Master Declaration is amended to read as follows:

**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 for the original term or for a period of less than six (6) months for any renewal term of the lease 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 for the original term or any renewal term of the lease. A lease shall not be modified to reduce the original term of the lease to less than one (1) year or to reduce any renewal term of the lease to less than six (6) months unless the modification also terminates the lease at the end of the reduced lease period with no possibility of renewal of the lease. A Unit shall not be subleased under any circumstances whatsoever, for any period of time with or without the approval of the owner.

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.

**II. Subsection B of Article VII, Section 1 of the Master Declaration is amended to read as follows:**

**ARTICLE VII**  
**Covenant for Maintenance Assessments**

\* \* \* \* \*

SECTION 1. Creation of Lien and Personal Obligation of Assessments.

A. The Developer, for each Unit owned within the Annexed Lands, hereby covenants, and each Owner of one or more Units subject hereto, by acceptance of a deed therefor, whether or not it shall be so expressly stated in such deed or deeds, unconditionally covenants and agrees to pay to the Association:

1. Regular assessments or charges;
2. Water and sewer assessments, as more particularly described herein;
3. Special assessments for capital improvements and such other special assessments provided for herein; and
4. Special assessments against any particular Unit or the Owner thereof which are established pursuant to the provisions of this Declaration.

B. Each of the aforementioned assessments shall be established and collected as hereinafter provided. The assessments, together with interest thereon from the due date through the date paid at the highest rate allowed by law, and costs of collection thereof, including but not limited to reasonable attorneys' fees, shall be a charge on the Unit assessed and shall be a continuing lien upon said Unit. Each assessment, together with interest thereon from the due date through the date paid at the highest rate allowed by law, and costs of collection thereof, including but not limited to reasonable attorneys' fees, shall also be the personal obligation of the person or entity who was the Owner of record of the Unit described in the assessment on the date when the assessment became due and payable. No Owner may void, waive or otherwise escape liability for payment of the regular, special, water or sewer assessments provided for herein by failure to use or enjoy the Common Areas for any reason whatsoever, or by abandonment of the Unit against which the assessment is made. The personal obligation for delinquent assessments shall pass to the successors in title of the record Owner on the date when delinquent assessments became due and payable, and shall become the joint and several obligation of said record Owner and his successors in title, provided, however, nothing contained herein shall be construed to limit the right of such successors in title to enforce contribution from such record Owner.

III. Section 14 of Article VII of the Master Declaration is amended to read as follows:

ARTICLE VII  
Covenant for Maintenance Assessments

\* \* \* \* \*

SECTION 14. Association Lien and Limited Liability of First Mortgagees. The Association has a lien on each Unit to secure the payment of assessments and other amounts provided for in this Declaration. Except as otherwise set forth below, said lien is effective from and shall relate back to the date of original recording of this Declaration. However, as to first mortgages of record, said lien is effective from and after recording of a claim of lien in the public records of Pinellas County, Florida.

When a first mortgagee or its successor or assignee as a subsequent holder of the first mortgage acquires title to a Unit by foreclosure of the mortgage or by deed in lieu of foreclosure, such acquirer of title shall be liable for the unpaid assessments pertaining to such Unit or chargeable to the former owner of such Unit that became due prior to acquisition of title in the manner above provided only to the extent required by the Homeowners Association Act, as amended from time to time, unless such assessments are secured by a claim of lien for assessments that is recorded prior to the recording of said mortgage.

Any remaining unpaid prior assessments for which the acquiring first mortgagee or its successor or assignee is not liable shall be deemed to be collectable from all Unit Owners, including the first mortgagee or its successor or assignee. Thereafter, any such mortgagee or its successors, grantees or assigns shall pay the prorata share of the assessments against the Unit as provided for herein. The sale or transfer of any Unit pursuant or subsequent to a foreclosure proceeding or conveyance in lieu thereof shall not extinguish the personal obligation for payment of assessments of the Owner who was the Owner of record prior to said foreclosure proceeding or conveyance in lieu thereof.

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 20th day of August, 2020.

Signed in the Presence of  
Two (2) Witnesses:

BAYOU CLUB COMMUNITY  
ASSOCIATION, INC.

Amy Mallory  
Print Name: Amy Mallory

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

Gerald R. Colen  
Print Name: Gerald R. Colen

Amy Mallory  
Print Name: Amy Mallory

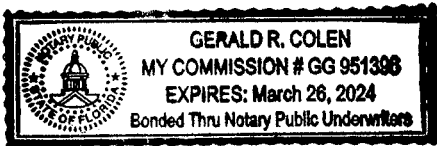
By: William H. Barker  
William H. Barker, Secretary  
9178 Waterash Lane North  
Pinellas Park, FL 33782

Gerald R. Colen  
Print Name: Gerald R. Colen

STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing Certificate of Amendment was acknowledged before me by means of  physical presence or  online notarization, this 20<sup>th</sup> day of August, 2020, by EUGENE A. BERRY, as President of BAYOU CLUB COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit. He is personally known to me and did not take an oath.

Gerald R. Colen  
Notary Name: \_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_



STATE OF FLORIDA )  
COUNTY OF PINELLAS )

The foregoing Certificate of Amendment was acknowledged before me by means of  physical presence or  online notarization, this 20<sup>th</sup> day of August, 2020, by WILLIAM H. BARKER, as Secretary of BAYOU CLUB COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit. He is personally known to me and did not take an oath.

Gerald R. Colen  
Notary Name: \_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

