

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
BAY TREE**

The Declaration of Covenants and Restrictions for Bay Tree has been recorded in the Public Records of St. Lucie County, Florida, at Official Records Book 805, Page 543, et seq., and amended at Official Records Book 815, Page 1513, et seq.; O.R. Book 3309, Page 1829, et seq.; and O.R. Book 4225, Page 873, et seq. The same Declaration of Covenants and Restrictions is hereby amended as approved by a majority of the Board of Directors and at least two-thirds (2/3) of the Members.

1. Section 6.4 is amended to read as follows:

Section 6.4 Leasing. No dwelling in BAY TREE shall be leased for a term of less than six (6) months, nor shall a dwelling be leased more than twice in one year. The Owner shall remain responsible for all assessments and for the keeping of all covenants set forth in this Declaration, and a violation of any covenant or rule or regulation promulgated hereunder by the lessee shall also be a violation by the Owner. Any temporary occupancy agreement, including but not limited to, AirBNB, Vacation Rentals by Owner, Rent.com, or home swapping arrangement, shall be deemed to be a lease and must be in compliance with this Section 6.4. Dwellings may be leased only by a single family (as defined below) and no more than two (2) persons per bedroom. For purposes of this provision, the number of bedrooms in a dwelling shall be as set forth on the property card for the Lot established by the St. Lucie County Property Appraiser. "Single Family" shall be defined as a group of persons related by blood, marriage or adoption and no more than two (2) unrelated persons. Subleasing of a dwelling is prohibited and no rooms shall be leased in any dwelling. The intention is that only entire Lots may be leased. An Owner intending to lease a dwelling must submit a completed lease application and a copy of the lease to the Association, at least fifteen (15) days prior to the lease commencement date. The Association is authorized to levy a fine up to \$500 per day for a continuing violation of any provision of this Section 6.4 up to an aggregate fine of \$10,000 in accordance with Florida Statute 720.305(2020) as amended from time to time. Any aggregate fine of \$1,000.00 or more may become a lien against the Lot and the lien may be foreclosed in the same manner as liens for unpaid assessments.

(The balance of the Declaration remains unchanged.)

2. The foregoing amendment to the Declaration of Covenants and Restrictions of Bay Tree was approved by a majority of the Board of Directors and at least two-thirds (2/3) of the Members.

3. All provisions of the Declaration of Covenants and Restrictions of Bay Tree are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 20th day of November, 2020.

WITNESSES AS TO PRESIDENT:

B.T. HOMEOWNER'S ASSOCIATION, INC.

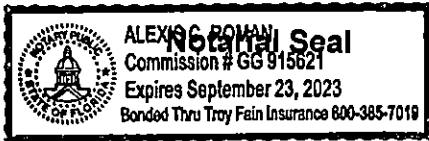
Priscilla DeBan
Print Name: PRISCILLA DeBan

By: [Signature]
Christopher Kanakis President

Alexis Roman
Print Name: Alexis Roman

STATE OF FLORIDA
COUNTY OF Martin

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of physical presence or online notarization, by Christopher Kanakis, as President of B.T. Homeowner's Association, Inc., who is personally known to me, or who has produced Driver's license as identification on November 20, 2020



Alexis Roman
Notary Public
Print Name: Alexis Roman
My Commission Expires: 9/23/23

WITNESSES AS TO SECRETARY:

B.T. HOMEOWNER'S ASSOCIATION, INC.

Christopher Kanakis
Print Name: Christopher Kanakis

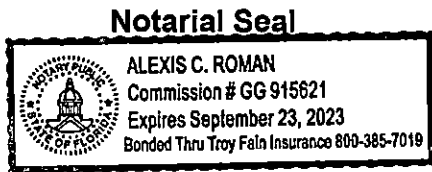
By: Priscilla DeBan
Priscilla DeBan, Secretary

Alexis Roman
Print Name: Alexis Roman

STATE OF FLORIDA
COUNTY OF Martin



The foregoing instrument was subscribed, sworn, and acknowledged before me by means of physical presence or online notarization, by Priscilla DeBan, as Secretary of B.T. Homeowner's Association, Inc., who is personally known to me, or who has produced Driver's license as identification on November 20, 2020



Alexis Roman
Notary Public
Print Name: Alexis Roman
My Commission Expires: 9/23/23