

**CERTIFICATE  
OF  
AMENDMENTS  
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 0815, Page 1513, et. seq., and Official Records Book 3309, Page 1829, et. seq. The same Declaration of Covenants and Restrictions for Bay Tree is hereby amended as approved by a majority of the Board of Directors and by at least two-thirds (2/3rds) of all Members. Said approval of the Members occurring at the Members' Meeting held on January 10, 2019.

1. Section 6.5 is amended as follows:

Section 6.5 Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot, except dogs, cats or other household pets may be kept provided they are not kept, bred, or maintained for any commercial purposes. In the event a pet is a continuing nuisance to other Owners, or constitutes a danger to other Owners, as determined by the Board of Directors, in its sole discretion, the Board will refer the matter to St. Lucie County Animal Control for appropriate action, as per County and State Ordinances and Statutes. No household pets shall be allowed to wander loose. All pets must be maintained on a leash in the custody of a responsible person, in a fenced area, or in the dwelling. The custodian of each pet shall be required to clean up after the pet within 30 minutes. This Section shall apply to Owners, Visitors, Guests and Contractors.

2. Section 6.6 is amended as follows:

Section 6.6 Parking. In order to protect the residential character of BAY TREE and to help promote safer traffic flow, no parking is permitted on the street overnight. For purposes of this provision, "overnight" shall be defined as between the hours of midnight and 6:00 a.m. No parking of any motorized vehicle is allowed on any of the grassed

areas of a Lot or Common Areas. The visitor parking lot located at 100 Pepper Lane is designated for overflow guest parking and for parking by residents when using the pool or clubhouse. Residents should not use the visitor parking lot for long term parking.

3. Section 6.7 is amended as follows:

Section 6.7 Recreational Equipment. No recreational equipment including basketball hoops, tennis/badminton nets, soccer or hockey goals, etc, shall be **permanently** installed on any lot or common space. Any recreational equipment that is utilized on a **temporary** basis must be removed and fully enclosed within the residence after use and must not remain outside overnight.

4. Section 7.2 is amended as follows:

Section 7.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of preserving and maintaining the integrity and quality of the project and the health, safety and welfare of the residents of BAY TREE and in particular for services or activities authorized, directed or permitted by this Declaration. Such activities shall include the maintenance of the Common Area, structures within the Common Area, i.e., gazebos, lights, irrigation, etc., and rights-of-way and cul-de-sac islands including, but not limited to, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of the Association and undertaken by it. The Assessments shall also be utilized for the purpose of maintaining the exterior of Lots, including mowing of Lawns, maintenance of landscaping, and sprinklers of each Lot in BAY TREE.

5. Section 8.1 is amended as follows:

Section 8.1 Maintenance of Exterior. In order to maintain the quality of the subdivision, and to assure uniformity in the appearance, maintenance, and ambiance of the community, it shall be the responsibility of the Association to maintain and keep in good repair and maintenance the exterior portions of each Lot including mowing of Lawns, maintenance of landscapes and sprinkler systems. Such costs shall be common expenses as set forth in Section 7.2 hereof. The owner and occupants of each residential unit in BAY TREE shall cooperate in all respects in order to facilitate the Association's obligation to keep in good repair and condition the exterior of each Lot, Lawn and landscaping.

6. Section 8.4 is amended as follows:

Section 8.4 Trucks, Commercial Vehicles, Mobile Homes, Boats, Campers and Trailers. Except as provided below, no truck, storage pod, roll off container or commercial vehicle of any kind shall be permitted to be parked for a period of more than four (4) hours upon any Lot unless the same is temporarily present and necessary in the actual construction or repair of building on any Lot or unless kept fully enclosed inside the building. No boats, boat trailers, or trailers of any kind, or campers or mobile homes shall be permitted to park for a period of more than four (4) hours upon any Lot, unless kept fully enclosed inside the building. None of the aforementioned shall be used as a domicile or residence, either permanently or temporarily. Pickup trucks, owned by residents or their guests, will be permitted to park upon any Lot if such vehicle (1) is used only as a passenger vehicle and does not have any graphics or lettering of any kind indicating that the vehicle is used for any commercial use; (2) does not exceed original equipment manufacturers' heights, length and width specifications; (3) does not include items such as dual wheels, more than two axles, raised chassis, racks, tool boxes, cabinet boxes, platforms or any other equipment used for commercial purposes; and (4) does not exceed ½ ton capacity.

(The balance of the Declaration remains unchanged.)

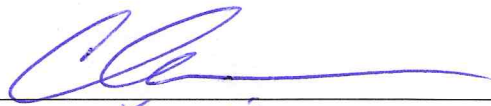
7. The foregoing amendments to the Declaration of Covenants and Restrictions for Bay Tree were approved by the Membership by a majority of the Board of Directors and by at least two-thirds (2/3rds) of all Members. Said approval of the Members occurring at the Members' Meeting held on January 10, 2019
8. The adoption of these amendments appears upon the minutes of said meeting and are unrevoked.
9. All provisions of the Declaration of Covenants and Restrictions for 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 17<sup>th</sup> day of January, 2019.

**WITNESSES AS TO PRESIDENT:**

  
Printed Name: Kathleen Mitchell

**B.T. HOMEOWNER'S ASSOCIATION,  
INC.**

By:   
Christopher Karamis, President

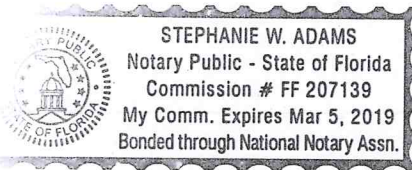


Stephanie W. Adams  
Printed Name: Stephanie W. Adams

STATE OF FLORIDA  
COUNTY OF Martin

The foregoing instrument was acknowledged before me on January 17, 2019, by Christopher Kanakis, as President of B.T. Homeowner's Association, Inc. [ ] who is personally known to me, or [ ☒ ] who has produced identification [Type of Identification: FL. D/L].

Notarial Seal



Stephanie W. Adams  
Notary Public

WITNESSES AS TO SECRETARY:

B.T. HOMEOWNER'S ASSOCIATION,  
INC.

Kathlyn Mitchell  
Printed Name: Kathlyn Mitchell

By: Priscilla DeBan  
Priscilla DeBan, Secretary

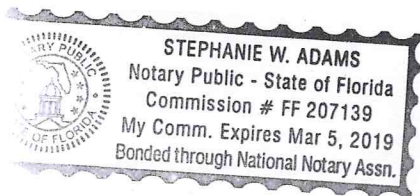
Stephanie W. Adams  
Printed Name: Stephanie W. Adams

STATE OF FLORIDA  
COUNTY OF Martin



The foregoing instrument was acknowledged before me on January 17<sup>th</sup>, 2019, by Priscilla DeBan, as Secretary of B.T. Homeowner's Association, Inc. [ ] who is personally known to me, or [ ☒ ] who has produced identification [Type of Identification: FL. D/L].

Notarial Seal



Stephanie W. Adams  
Notary Public