

PREPARED BY AND RETURN TO:
Greenberg Nikoloff, P.A.
1964 Bayshore Blvd, Suite A
Dunedin, FL 34698

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR
BAYS END HOMEOWNERS ASSOCIATION, INC.**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on the 16th day of December, 2024 by an affirmative vote of not less than two-thirds (2/3) of the members present and voting, in person or by proxy, at a meeting of the membership at which a quorum is present, the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Bays End Homeowners Association, Inc., originally recorded in O.R. Book 22829, Page 2095, et seq., in all of the Public Records of Pinellas County, Florida, be, and the same is hereby amended as follows:

The Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Bays End Homeowners Association, Inc., is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Bays End Homeowners Association, Inc."

IN WITNESS WHEREOF, Bays End Homeowners Association, Inc. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 17th day of December, 2024.

BAYS END HOMEOWNERS
ASSOCIATION, INC.

(Corporate Seal)

ATTEST:

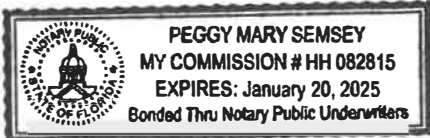
By:

Michael J. Mueller, President
Michael J. Mueller
Printed Name

Enriqueta Sciortino, Secretary
Enriqueta Sciortino
Printed Name

STATE OF FLORIDA
COUNTY OF PINELLAS

On this 17th day of December, 2024, personally appeared before me Michael Mueller, as President, and Enriqueta Sciortino, as Secretary of Bays End Homeowners Association, Inc., who are personally known to me or who have produced Florida as identification and who did take an oath.



Peggy Mary Semsey
NOTARY PUBLIC
Driver License

EXHIBIT "A"
SCHEDULE OF AMENDMENTS
TO THE
DECLARATION OF AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS
FOR
BAYS END HOMEOWNERS ASSOCIATION, INC.

ADDITIONS INDICATED BY UNDERLINE
DELETIONS INDICATED BY ~~STRIKE THROUGH~~

1. Section 4.2, Fines, of the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Bays End Homeowners Association, Inc., shall be amended to read as follows:

4.2 Fines. In addition to the rights contained in this Declaration, the Bylaws, Articles of Incorporation, or Rules and Regulations of the Association, the Board of Directors may levy a fine against an Owner who fails and/or refuses to cure any violation after notice is provided by the Association pursuant to the Florida Statutes, as same may be amended from time to time, of a sum not exceeding the maximum amount permissible by law. A fine may be imposed for each day of a continuing violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed \$53,000.00, or such maximum amount as is permissible by law, and all fine hearings shall be held before a committee of other Owners as required by law. Such fines shall be assessed as a specific assessment against the Owner and shall constitute a lien upon the Lot, and may be foreclosed by the Association in the same manner as any other lien; provided that before foreclosure of any lien arising from a fine, the defaulting Owner shall be entitled to a hearing before a fining committee, upon reasonable written notice, specifying the violations charged and may be represented by counsel. The Board shall have the right to adopt any rules or policies relating to fining the Owners.

2. Section 6.1, Exterior Maintenance and Guidelines, Subsection (ii), Landscaping, of the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Bays End Homeowners Association, Inc., shall be amended to read as follows:

(ii) Landscaping. Certain areas have been designated as open space, wetland or preserved within the community and shall be maintained as required by regulatory authorities and as described in specific permit conditions and in the Declaration. ~~No Owner or Occupant may mow, trim, remove vegetation, fertilize, apply chemicals to, maintain, alter, or modify any area not owned by the Owner, including areas set aside as open space, wetland or preserve.~~ Changes to landscaping and driveway shall ensure a pleasant look and plantings shall protect any underground wiring, cables, or irrigation pipes. The front lawn shall be maintained to ensure a pleasant look.

3. Section 6.1, Exterior Maintenance and Guidelines, Subsection (viii), Parking and Vehicles, of the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Bays End Homeowners Association, Inc., shall be amended to read as follows:

(viii) Parking and Vehicles. Within the subdivision there shall be no parking of any boats, RVs, trailers, or any other type of vehicle not used for general transportation in the driveways of the residents for a period of more than 5 hours for the purpose of cleaning or

general maintenance. No overnight parking of the above-mentioned vehicles will be permitted, nor will overnight parking of cars, trucks, or vans be allowed on the street. There shall be no parking on the grass. Overnight parking in the street of passenger vehicles, excluding the above-mentioned vehicles, will be permitted for up to two (2) consecutive nights with written permission from the Board of Directors. The Exterior Lots will be permitted to park passenger vehicles and other vehicles on the streets as permitted by the city of Oldsmar.

4. Article 6, Use Restrictions, of the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Bays End Homeowners Association, Inc., shall be amended to add an entirely new subsection, 6.5, Ownership, to read as follows:

6.5 Ownership. Title to a Lot may not be held by a fictional entity such as a corporation, limited liability company, or partnership; ownership shall be required to be held by a natural person or natural persons either in their individual capacity or as trustee of a trust. In the event title is held by a trustee of a trust, the owner shall disclose to the Association the beneficiaries of the trust. Any fictional entity, such as a corporation, limited liability company, or partnership holding title to a residence at the time of recording this amendment shall be grandfathered as to those residences and those residences only and any subsequent transfer of the residence shall be subject to this restriction. This restriction on corporate ownership of residences shall not apply to prohibit Association-owned residences or ownership of a residence by a first mortgagee who has obtained title to the residence through its own foreclosure action or by deed in lieu of foreclosure.