

PREPARED BY AND RETURN TO:  
Cianfrone, Nikoloff, Grant & Greenberg, P.A.  
1964 Bayshore Boulevard, Suite A  
Dunedin, FL 34698

CERTIFICATE OF AMENDMENT  
TO  
DECLARATION OF CONDOMINIUM  
OF  
BAYVIEW CONDOMINIUMS CLEARWATER

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on April 27<sup>th</sup>, 2022, by an affirmative vote of 67% of more of the voting interests of all Unit Owners, the Declaration of Condominium of Bayview Condominiums Clearwater, as recorded in O.R. Book 13777, Page 2631, et seq. of the Public Records of Pinellas County, Florida, is hereby amended as follows:

The Declaration is hereby amended in accordance with Exhibit "A" attached hereto and entitled "Schedule of Amendments to Declaration of Condominium of Bayview Condominiums Clearwater."

IN WITNESS WHEREOF, BAYVIEW CONDOMINIUMS CLEARWATER CONDOMINIUM ASSOCIATION, INC. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 11<sup>th</sup> day of May, 2022.

BAYVIEW CONDOMINIUMS CLEARWATER  
CONDOMINIUM ASSOCIATION, INC.

(Corporate Seal)

By: [Signature]  
Fred T. Dijkstra, President  
Printed Name

ATTEST:

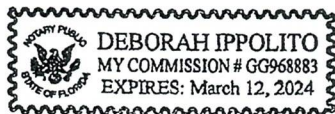
[Signature]  
Kent Larsson, Secretary  
Printed Name

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 11<sup>th</sup> day May, 2022 by Kent Larsson and Fred Dijkstra, as President and Secretary of the Association, and is personally known to me or  has produced \_\_\_\_\_ as identification.

My Commission Expires:

[Signature]  
NOTARY PUBLIC



SCHEDULE OF AMENDMENTS  
TO  
DECLARATION OF CONDOMINIUM  
OF  
BAYVIEW CONDOMINIUMS CLEARWATER

ADDITIONS INDICATED BY UNDERLINE  
DELETIONS INDICATED BY ~~STRIKE THROUGH~~  
OMISSIONS INDICATED BY ELLIPSIS...

1. Section 17, Occupancy and Use Restrictions, Sub-Section 17.8, Leases, of the Declaration of Condominium, shall be amended to read as follows:

17.8 Sales and Leases

(1) Leasing Approval. Leasing of Units ~~or portions thereof~~ shall be subject to the prior written approval of the Association, as set forth below; provided, however each lease shall specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of the Declaration (and all Exhibits hereto) and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the lease). The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required to be paid by the Association to repair any damage to the Common Elements resulting from acts of omissions of tenants (as determined in the sole discretion of the Association) and/or to pay any claim for injury or damage to property caused by the negligence of the tenant. All leases are hereby made subordinate to any lien filed by the Condominium Association, whether prior or subsequent to such lease. If so desired by the Association, it may require a prospective lessee to place in escrow with the Association a reasonable sum, not to exceed the equivalent of one month's rental, which may be used by the Association to repair any damage to the Common Elements and/or Association Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). Payment of interest, claims against the deposit, refunds or disputes regarding the disposition of the deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes. ~~No lease of a Unit shall be for a period of time less than required by applicable local ordinance and codes, which is currently thirty (30) days. No Unit may be leased more than six (6) times per calendar year.~~

(a) Notice to Association. Any time an owner intends to rent or lease, or otherwise convey use of the Unit, or any interest therein he/she shall, no less than thirty (30) days in advance of the proposed start date of the lease, give written notice to the Association such intention together with the name and address of the intended lessor and such other information as the Association may reasonably require, including completed application forms that are supplied by the Association, and a copy of the proposed lease. The notice just described shall be transmitted to the person designated by the Association, in a manner such that the notice is clear and legible.

(b) The Association shall have the right to charge a fee for the transfer or lease of a Unit by its Owner of up to such maximum amount as may be allowed by Florida Laws, as amended from time to time, and may require criminal background checks on all proposed adult occupants. For purposes of this provision, an "adult occupant" shall include any person staying overnight in a

unit for more than thirty (30) days in any given twelve (12) month period, regardless of whether such individual is on the lease. In connection with running a criminal background check, the Association shall be entitled to any information necessary for same. The Board of Directors shall have the authority to adopt or amend criteria, policies and procedures for reviewing proposed leases and occupancies from time to time.

(c) Election of Association. Within ten (10) business days after receipt of such clear and legible notice, a fully-completed application package, and such other requirements as the Board may have, including a personal interview, the Board of Directors of the Association shall either approve or disapprove the transaction. The time does not begin to run until all requirements have been fulfilled. ~~The approval of the Board of Directors shall be in recordable form, signed by any one officer of the Association and the Board approved interviewer, and shall be delivered to the Unit Owner. Failure of the Association to act within such ten (10) business day period shall be deemed to constitute approval, following which the Association nevertheless shall prepare and deliver written approval in recordable form.~~

The Board of Directors may disapprove a proposed lease or occupancy based upon considerations for the health, safety, and general welfare of the Community; however, nothing herein shall be construed to create an obligation of the Association to ensure that the Community is free from criminals or individuals that may pose a threat to the health, safety, or general welfare of the residents, and the Association shall not be liable for failure to run background checks or to deny any proposed tenant or occupant based upon the contents of any background report received. Reasons for disapproval may include, but are not limited to:

- (i) Conviction of any violent, theft or drug related felony or misdemeanor crime, including any pleas of no contest within the last ten (10) years unless the individual's civil rights have been restored;
- (ii) Status as a registered sex offender or sexual predator listed in any state or federal sex offender registry or equivalent thereof;
- (iii) Non-compliance with any specific requirements set forth in the Association's Governing Documents, including any rules and regulations;
- (iv) Providing false or incomplete information in connection with an application; or
- (v) Previous residential evictions.

When a Unit is leased, a tenant shall have all use rights in Association Property and those Common Elements otherwise readily available for use generally by Unit Owners, and the Owner of the leased Unit shall not have such rights, except as a guest, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by a Unit Owner and a tenant of the Association Property and Common Elements otherwise readily available for use generally by owners.

~~The Developer has no present intention of engaging in a program of renting or leasing~~

~~unsold Units, but the Developer reserve the right to do so depending on market conditions upon such terms as Developer shall approved and as permitted by the Act and the Rules promulgated thereunder and subject of the filing of an amendment set forth herein. In the event any Unit is sold prior to expiration of the term of a lease (which may occur during an indefinite period), title to such Unit (or Units) will be conveyed subject to the lease (or leases) and purchasers will succeed to the interests of the applicable lessor. As each Unit is sold subject to a lease, a copy of the executed lease will be attached to the Purchase Agreement in accordance with the terms of Section 718.503(1)(a)(4), Florida Statutes. If a Unit has been previously occupied, the Developer will so advise a prospective purchaser, in writing, prior to the time that the purchaser is requested to execute a Purchase Agreement, if required by law. Notwithstanding anything herein to the contrary, the Developer shall not engage in a program of leasing until such time as Developer files an amendment pursuant to Rule 61B-17.006, Florida Administrative Code, disclosing the information set forth in Rules 61B-17006, Florida Administration Code, and providing a copy of said amendment to the Condominium Association and every Unit Owner.~~

2. Section 17, Occupancy and Use Restrictions, Sub-Section 17.8, Leases, of the Declaration of Condominium, shall be amended by adding a new Paragraph 2, to read as follows:

(2) Leasing Terms. Units may not be leased within the first six (6) months of ownership. No lease of a Unit shall be for a period of time less than six (6) months and no Unit shall be leased more than two (2) times in a calendar year. Only an entire Unit shall be leased and no individual rooms or portions of the Unit may be rented.

3. Section 17, Occupancy and Use Restrictions, Sub-Section 17.8, Leases, of the Declaration of Condominium, shall be amended by adding a new Paragraph 3, to read as follows

(3) Sale Approval. The Association shall have the authority to review and approve proposed sales, and in doing so may conduct a criminal background check on the proposed buyer(s) and intended adult occupants. Notice of the proposed sale, along with an application and fee as required by the Association, must be provided to the Association no less than thirty (30) days prior to the proposed closing date. An application submitted must include the names of all proposed buyers and adult occupants, along with information sufficient for a criminal background check to be performed on same. Reasons for disapproval of a proposed buyer or occupant shall include:

- (i) Conviction of any violent, theft or drug-related felony or misdemeanor crime, including any pleas of no contest within the last ten (10) years, unless the individual's civil rights have been restored;
- (ii) Status as a registered sex offender or sexual predator listed in any state or federal sex offender registry or equivalent thereof;