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CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BAY COLONY AND TO BY-LAWS OF BAY COLONY HOMEOWNERS ASSOCIATION, INC.

NOTICE IS GIVEN that at a duly called meeting of the members on November 29, 2018 by a vote of approval of nine of ten voting interests of the Association, the Declaration of Covenants, Conditions and Restrictions for Bay Colony and the By-Laws of Bay Colony Homeowners Association, Inc., as recorded in O.R. Book 7571 at Page 1360 of the public records of Escambia County, Florida, are amended as follows:

See the Schedules of Amendments, attached and incorporated by reference.

IN WITNESS WHEREOF, BAY COLONY HOMEOWNERS ASSOCIATION, INC. as caused this Certificate of Amendment to be executed in accordance with the authority expressed above this 17 day of December, 2018.

Bay Colony Homeowners Association, Inc.

ATTEST:

By Janice Sugar
Its Secretary

By Vince Currie
Its President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 17 day of December, 2018 by Vince Currie as President of Bay Colony Homeowners Association, Inc., who is personally known to me or who produced _____ as identification.

MARGARET T. STOPP
Commission # FF 197865
Expires March 6, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Public
My commission expires_____

SCHEDULE OF AMENDMENTS TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BAY COLONY

1. Article I is amended to add the following new Section 9:

Section 9. "Common Expenses" means the expenses for the operation, maintenance, repair, replacement, and protection of the Common Area and Association property, including without limitation the costs related to protection of Townhouses from wood destroying organisms; costs of carrying out the powers and duties of the Association; and any other expense, whether or not included in the foregoing, designated as common expense by Chapter 720 of the Florida Statutes as it may be amended, and the governing documents.

2. Section 1, Article II is amended to add the following paragraph at the end of the Section:

Use of the Common Area and Association Property is subject to reasonable rules and regulations that may be promulgated by the Board of Directors of the Association from time to time.

3. Sections 2(b) and 2(c), Article II are amended by deleting subsection (b) in its entirety and re-lettering subsection (c) as subsection (b). Substantial rewording; see the Declaration for current text.

4. Section 2, Article III is amended by deleting Section 2 in its entirety and replacing the Section as indicated below. Substantial rewording; see the Declaration for current text.

Section 2. Voting Rights. Members are entitled to one vote for each Living Unit in which the Member holds the interest required for membership by Section 1 above. When more than one person holds an interest or interests in any Living Unit, all such persons are Members, and the vote for the Living Unit must be exercised as they among themselves determine, but in no event can more than one vote be cast with respect to any Living Unit. Membership is pertinent to and may not be separated from ownership of any Living Unit.

5. Section 1, Article IV is amended as follows:

Section 1. Creation of Lien and Personal Obligation of Assessment. ~~The Developer, for each Living Unit owned within the Properties, hereby covenants to pay to the Association, and~~ eEach Owner of any Living Unit by acceptance of a deed ~~therefor~~for a Living Unit, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) Annual ~~a~~Assessments or charges; ~~and~~ (2) Special ~~a~~Assessments for capital improvements~~,~~; and (3) Individual Assessments for special services provided to a Living Unit or Owner for costs relating to enforcement of the provisions of the governing documents as it relates to a particular Owner of a Living Unit. By way of examples, and not of limitation, (a) for maintenance, repair, and replacement of portions of the Living Unit identified by the Association's contractor providing protection from wood destroying organisms that are identified as conducive to damage from wood destroying organisms; and (b) for maintenance of the

landscaping with an attractive appearance satisfactory to the Association as will be more specifically set forth in Rules & Regulations. In the event the Owner fails to make repairs or fails to maintain the Living Unit, the Association shall have the right, through its agents and employees, to enter on Living Unit and to repair, restore, and maintain the exterior of the Townhouse, with the cost plus reasonable administrative expenses of the Association, to be an Individual Assessment. ~~such assessments to be established and collected as hereinafter provided.~~ The ~~a~~Annual, ~~and s~~Special and Individual ~~a~~Assessments, together with interests, costs and reasonable attorney's fees, shall be a charge on the Living Units and shall be a continuing lien upon the Living Unit against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to an Owner's successor in title whether or not expressly assumed by such successor.

6. Section 2, Article IV is amended by deleting all paragraphs after the first paragraph and amending the first paragraph as indicated below. Substantial rewording; see the Declaration for current text.

Section 2. Purpose of Assessments. The assessments levied by the Association for Common Expenses and any reserves shall be used ~~exclusively to promote~~ for the purpose of promoting the recreation, health, safety and welfare of the residents in the Properties, and in particular for the improvement and maintenance of the Common Area and Association Property, of the Living Units situated upon the Properties as may be necessary, and for the payment of any ad valorem real property taxes assessed against the Common Area or Association Property.

7. Section 2, Article IV is amended by adding the following paragraph:

Assessments of any kind for the creation of reasonable reserves for capital expenditures and deferred maintenance may be levied and deemed payable by the Board of Directors in its reasonable discretion. Reserve accounts for two or more of reserve assets may be maintained in a pooled account.

8. Section 3, Article IV is amended by deleting the Section in its entirety and replacing it as indicated below. Substantial rewording; see the Declaration for current text.

Section 3. Annual Assessment. Pursuant to the requirements of Chapter 720 of the Florida Statutes as it may be amended from time to time, the Association shall prepare an annual budget that sets out the annual operating expenses. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus of deficit as of the end of the current year. Annual Assessments must cover the expenses of the Association for each fiscal year.

9. Section 4, Article IV is amended by deleting the Section in its entirety and replacing it as indicated below. Substantial rewording; see the Declaration for current text.

Section 4. Special Assessments. Special Assessments may be established by the Association from time to time and are payable at such time or times as determined by the Association, subject to the approval of six tenths (6/10) of the Members voting in person or by proxy at a duly noticed meeting called for this purpose.

10. Section 5, Article IV is amended by deleting the Section in its entirety and replacing it as indicated below. Substantial rewording; see the Declaration for current text.

Section 5. Notice and Quorum for Action Authorized under Section 4 Above. Written notice for the establishment of a Special Assessment must be delivered or mailed to the mailing address on the Escambia County Property Appraiser's website, or electronically transmitted in a manner authorized by the Association if the Member has consented, in writing, to receive notice by electronic transmission. Notice must be not less than 15 days or more than 60 days in advance of the meeting. The presence of Members or of proxies entitled to cast sixty percent (60%) of the voting interests constitutes a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting is one-half (1/2) of the required quorum at the preceding meeting. No subsequent meeting can be held more than sixty (60) days following the preceding meeting.

11. Section 8, Article IV, first sentence only is amended as indicated below. The balance of Section 8 is not amended.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within ten (10) days after the due date shall bear interest from the due date at the ~~prime rate plus 5 percent per annum~~ maximum rate allowed by law or such other lower rate as the Board may determine on an annual basis from time to time.

12. Section 1, Article VIII is amended by deleting the Section in its entirety and replacing it as indicated below. Substantial rewording; see the Declaration for current text.

Section 1. General. All Living Units on the Properties must be used and occupied as single family dwellings. No material alteration, addition or modification to a Lot or Living Unit, or material change in the appearance of the Lot or Living Unit, can be made without the prior written approval of the Association. Material alterations, additions or modifications include by example and without limitation: (i) converting a garage for use as other than a garage for the parking of vehicles; (ii) removing or otherwise willfully causing harm to trees as defined in the Escambia County Land Development Code, Chapter 2, Article 2, as it may be amended from time to time ; and (iii) replacing or new construction of a fence. The Association may promulgate Rules and Regulations from time to time to further govern the use, occupancy, and appearance of the Living Units on the Property. The Board shall consider changes to the Rules and Regulations at a duly noticed meeting of the Board, and if approved by the Board, the Board shall provide a Notice of the proposed changes to the Owners who shall have 15 days to notify the Board in writing of the Owner's objection to the changes. If a majority of all voting interests object to the changes within 15 days of the date of the Notice, the changes will have no force or effect. If a majority of the voting interests do not object to the changes, the changes must be

provided to the Owners by U. S. Mail, hand delivery, or by electronic mail within 10 days of the 15th day and recorded in the public records if required by Florida law.

13. Section 3, Article VIII is amended by deleting the Section in its entirety and replacing it as indicated below. Substantial rewording; see the Declaration for current text.

Section 3. General Appearance of Structures and Landscaping. All structures on Lots must be maintained in good repair and kept in a safe, neat and attractive condition. All landscaping must be maintained and kept in a good, safe, clean, neat and attractive condition. Each Owner is responsible for maintaining all grass, landscaping and improvements within any portion of the Lot. The Association is responsible for maintaining Common Area landscaping in an attractive condition.

14. Section 4, Article VIII is amended by adding the following sentence to the end of the Section.

No recreational activities can take place on the Common Area that could be a potential liability to the Association. Pets will be considered a nuisance if they create excessive or disturbing noises, whether by barking or otherwise, or if a pet has shown any violent or aggressive behavior or otherwise poses a danger to the health, safety or welfare of any person.

15. Section 5, Article VIII is amended by adding the following sentence to the end of the Section.

No sign of any type can be erected by Owners on the Common Area, including without limitation, at the entrance of the subdivision.

16. Section 7, Article VIII is amended by adding the following to the existing Section.

No pet is permitted outside of a Lot unless the pet is kept on a leash or within a fenced yard. All pets must be walked on a leash and fecal matter must be immediately removed and deposited in a container at the Owner's Living Unit. No pet or animal can be "tied out" on the exterior on a Lot or in the Common Area.

17. Article VIII is amended to add a new Section 11 that states as follows:

Section 11. Rental of Living Units. Living Units may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No lease may be for less than for a twelve (12) month term and no transient Airbnb-type occupancies and transactions are permitted. No bed and breakfast facility may be operated out of a Living Unit. For the safety and security of all Owners, Owners must provide the Association a copy of the lease and with the following information related to any lease of a Living Unit: (i) name of the tenant and names of approved occupants; (ii) the tenant's vehicle types and license numbers; (iii) tenant contact information; and (iv) contact information for the Owner during the tenancy period. Owners must provide tenants with the governing documents of the Association and inform tenants that they are required to comply with the governing documents. Violations of the governing documents are

the responsibility of the Owner and subject to enforcement against the Owner and any person acting by, through, or under an Owner, as allowed by law and as set forth in the governing documents. The Association may adopt Rules and Regulations from time to time to further detail requirements under this Section 11.

18. Section 12, Article VIII is amended by deleting the current Section 13, renumbering the Section and replacing it with the following. Substantial rewording; see the Declaration for current text.

Section 13. Enforcement. In the event of a violation by any Owner, other than the non-payment of any Assessment or other monies, of any provisions of this Declaration or other governing documents, the Association shall notify the Owner of the violation by written notice. If the violation is not cured as soon as practicable and in any event within thirty (30) days after such written notice was sent, the Association, at its option may take advantage of its legal remedies in accordance with Florida law, including without limitation instituting proceedings at law or in equity against any person or persons violating or attempting to violate the Covenants or Restrictions, and instituting an action to recover monetary damages, or such other action reasonably necessary to address the violation. All expenses incurred in connection with the violation, or the commencement of any action against any Owner, including reasonable attorneys' fees and costs at all levels including appeals, shall be assessed against the Owner as an Individual Assessment and shall be immediately due and payable without further notice.

19. Article VIII, Section 13 is amended by being renumbered as Section 14.

20. Article VIII is amended by adding a new Section 15 as follows:

Section 15. Fines. Except to the extent prohibited or regulated by law, in the event of a violation of the provisions of the governing documents by an Owner or a person acting by, through, or under an Owner, the Association also has the right to levy reasonable fines or to suspend the privileges of the Owner or any person acting by, through, or under an Owner. Suspensions and fines will be imposed in the manner provided in Chapter 720 of the Florida Statutes, as it may be amended from time to time and as set forth more particularly in the Bylaws.

21. Section 1, Article IX is amended as follows:

Section 1. Duration. The covenants and restrictions contained in each and every Article of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, or the Developer, their respective legal representatives, heirs, successors and assigns. This Declaration may be preserved as provided for by Florida law as it may be amended from time to time. ~~until January 1, 2004, after with time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners of three-fifths of the Living Units has been recorded, agreeing to change said covenants and restrictions in whole or in part, provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change, and unless written notice of the proposed agreement is sent to every Owner at least ninety (90) days in advance of~~

~~any action.~~ The Board of Directors shall consider whether to avoid covenant extinguishment under the Marketable Record Title Act at every meeting after the annual meeting of the Members and shall file any notice as may be required by Florida law, as it may be amended from time to time.

22. Section 2, Article IX is amended as follows:

Section 2. Notices. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid~~,~~; delivered; or electronically transmitted to the last known street or electronic address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

23. Section 3, Article IX is amended by adding the following sentence:

In any litigation or enforcement actions to enforce any of the provisions of the Declaration, Bylaws, and Rules and Regulations, the prevailing party is entitled to recover costs and attorneys' fees.

24. Section 5, Article IX is amended as follows:

Section 5. Amendment. Anything hereinabove contained to the contrary notwithstanding, any provision contained herein may be eliminated, modified, amended or altered at any time by a written instrument or instruments executed by three-fifths of the Owners of the Living Units and filed among the public records of Escambia County, Florida; provided, that the holder or holders of ~~a majority of the~~ first mortgage liens on the Living Units must consent to the extent the amendment adversely affects the priority of the mortgagee's lien or rights to foreclose its lien or that otherwise materially affects the rights and interests of the mortgagees, or as otherwise may be required by Florida law as it may be amended from time to time. ~~consent thereto in writing (which consent may be evidenced by joinder in the execution of said written instrument or instruments)~~.

SCHEDULE OF AMENDMENTS TO
BY-LAWS OF
BAY COLONY HOMEOWNERS ASSOCIATION, INC.

1. ARTICLE I is amended as follows:

NAME AND LOCATION. The name of the corporation is Bay Colony Homeowners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at ~~215 North Palafox Street, Pensacola, Florida,~~ 411 K Bayshore Dr., Pensacola, FL 32507 or such other address within Bay Colony as may be determined by the Board of Directors from time to time, but meetings of members and directors may be held at such places within the State of Florida, County of Escambia, as may be designated by the Board of Directors.

2. Section 1, ARTICLE III is amended as follows:

Section 1. Annual Meetings. The ~~first~~ annual meeting of the members shall be held ~~within one year frm the date of incorporation of the Association and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 2:00 o'clock p.m. If the day of the annual meeting of the members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday~~ at least once each calendar year on a date, at a time, and at a place to be determined by the Board of Directors.

3. Section 2, ARTICLE III is amended as follows:

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by a majority of the Board of Directors or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the ~~Class A~~ membership. Business conducted at a special meeting is limited to the purposes described in the notice of the meeting.

4. Section 3, ARTICLE III is amended as follows:

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, ~~the Secretary~~ any officer of the Board or ~~person authorized to call the meeting~~any management company retained by the Association, by mailing a copy of such notice, postage prepaid, delivered, or e-mailed ~~at least 15~~ not less than fourteen (14) days before such meeting (provided, however, in the case of an emergency, two (2) days' notice will be deemed sufficient) to each member entitled to vote ~~thereat~~, addressed to the member's street address or electronic mail address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and in the case of a special meeting, the purpose of the meeting.

5. Section 3, ARTICLE IV is amended as follows:

Section 3. Removal and Board Vacancies. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, ~~his~~ the successor shall be elected by the remaining members of the Board and shall serve for the predecessor's unexpired term ~~of his predecessor~~.

6. Section 5, ARTICLE IV is amended as follows:

Section 5. Action Taken Without a Meeting. Except to the extent prohibited by law, ~~T~~the directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. An action so approved shall have the same effect as though taken at a meeting of the directors.

7. Section 1, ARTICLE VI is amended as follows:

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held ~~monthly without notice~~ on a schedule adopted by the Board from time to time, at such place and hour as may be fixed from time to time by Resolution of the Board. ~~Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.~~

8. Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any director, after not less than three (3) days' notice to each director except in the event of an emergency. Notice may be waived. Attendance is a waiver of notice.

9. ARTICLE VI is amended by adding a new Section 4 as follows:

Section 4. Open Meetings. Meetings of the Board shall be open to all members except as otherwise provided by Florida law. The right to attend meetings includes the right to speak with reference to all designated items on the Agenda as provided for by Florida law. Members of the Board of Directors may use e-mail as a means of communication but may not cast a vote on an Association matter via e-mail. The provisions of this Section also apply to the meetings of any committee where a final decision will be made regarding the expenditure of Association funds and to meetings of any body vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a member of the community.

10. ARTICLE VI is amended by adding a new Section 5 as follows:

Section 5. Notice of Board Meetings. Notices of meetings of the Board of Directors must be posted in a conspicuous place on the Common Areas at least 48 hours in advance, except in an event of an emergency. Alternatively, notice may be given to members by U.S. Mail or delivery, at least seven (7) days before the meeting, except in an emergency. Whenever these By-Laws provide for notice by e-mail, a member must have consented in writing to receiving notice

by e-mail. Notices of any meetings of the Board of Directors at which assessments are to be established must specifically contain a statement that assessments will be considered, along with a statement of the nature of the assessments.

11. Section 1(b), ARTICLE VII is amended as follows:

Section 1. Powers. The Board of Directors shall have power to:

(b) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association when the member is more than ninety (90) days past due in any monetary obligation due to the Association. Such rights may also be suspended after a minimum fourteen (14) days' notice, and the delinquent owner must be given the opportunity for a ~~and~~ hearing on the proposed sanctions. The notice from the Association must be in writing and must be provided by mail or by hand delivery. The hearing will be before a committee of at least three (3) individuals who are independent of the Board of Directors, and if the committee does not approve the fine or suspension by a majority vote, the sanction cannot be imposed ~~for a period not to exceed 60 days for infraction of published rules and regulations~~;

12. ARTICLE VII is amended to add a new subsection to Section 1 as follows:

(f) The powers and duties of the Association include those set forth in Florida law as it may be amended from time to time. The officers and directors of the Association have a fiduciary relationship to the members who are served by the Association.

13. Section 2, ARTICLE VII is amended as follows:

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the ~~Class A~~ Members who are entitled to vote;

~~(h) Cause the exterior of the dwellings to be maintained;~~

14. ARTICLE VII is amended to add a new subsection to Section 2 as follows:

(h) Prepare the annual budget that sets out the annual operating expenses and reflecting the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year as required by Florida law as it may be amended from time to time;

15. ARTICLE VII is amended to add a new subsection to Section 2 as follows:

(i) Prepare financial reports as required by Florida law as it may be amended from time to time;

16. ARTICLE VII is amended to add a new subsection to Section 2 as follows:

(j) Maintain and make available all Official Records, as required by Florida law as it may be amended from time to time.

17. Section 8, ARTICLE VIII is amended as follows:

Section 8. Duties. The Board may retain professional services, including without limitation, accountants, attorneys, and property managers to assist the officers and directors with their respective duties. The duties of the officer are as follows:

(d) The treasurer shall (i) receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by ~~Resolution of~~ the Board of Directors; ~~shall~~ (ii) sign all checks and promissory notes of the Association; keep proper books of account, (iii) cause ~~an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year~~ to be prepared or prepare a financial report for the preceding year as required by Florida law as it may be amended from time to time; and ~~shall~~ (iv) assist with the ~~prepare~~ preparation of an annual budget and a statement of income and expenditures to be presented to the membership ~~at its regular annual meeting, and deliver a copy of each to the members~~ as required by Florida law as it may be amended from time to time.

18. ARTICLE X is amended as follows:

The Association shall maintain Official Records of the Association as defined and required by Florida law as it may be amended from time to time. The Association shall make Official Records available to Members or their authorized representatives for inspection and copying as required by Florida law. The Association may adopt reasonable written rules governing the frequency, time, location, notice, records to be inspected, and manner of inspections in compliance with Florida law. ~~The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchases at reasonable cost.~~

19. Section 1, ARTICLE XIII is amended as follows:

Section 1. These By-Laws may be amended at a regular meeting or special meeting of the members by a vote of a majority of a quorum of members present in person or by proxy~~, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is Class B membership~~.