

PRASSE-ANDERSON LAW GROUP

ATTORNEYS AT LAW

July 7, 2022



VIA First Class Mail

Bay Point Plaza Condominium Association, Inc.
Board of Directors
c/o Jenny Kidd, LCAM
24701 US Highway 19 North, Suite 102
Clearwater, Florida 33763

RE: *Certificate of Amendment to the Declaration of Condominium of Bay Point Plaza Apartments Condominium*

Dear Jenny:

Enclosed please find a copy of the recorded Certificate of Amendment to the Declaration of Condominium of Bay Point Plaza Apartments. The amendment was recorded in the Official Records of Pinellas County, Florida, and became effective on July 6, 2022. Notice of the amendment and its effective date should be mailed to all unit owners.

Please remember that the amended leasing restriction is applicable to those to take title after July 7, 2022, and to those who voted in favor of the amendment. Therefore, it is important that the Association maintain in its official records the voting records for this amendment. I recommend that the Association prepare a list of the member's votes and to keep the list readily available for tenant application evaluation.

Please let me know if you, or the Board, have any additional questions.

Very truly yours,


Barbara Prasse-Anderson

BPA/
CC: Client

Prepared by and return to:
Prasse-Anderson Law Group
Post Office Box 173497
Tampa, Florida 33672

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF CONDOMINIUM OF BAY POINT PLAZA
APARTMENTS A CONDOMINIUM**

This is to certify that at a duly called meeting of the members of Bay Point Plaza Condominium Association, Inc. (the "Association") held on April 28, 2022, at which a quorum of the voting interests were present, the attached Amendment to the Declaration of Condominium of Bay Point Plaza Apartments A Condominium, was duly adopted by the membership as required therein. The Declaration of Condominium of Bay Point Plaza Apartments A Condominium was originally recorded in Official Records Book 3153, Page 534, et seq., of the Public Records of Pinellas County, Florida, and as it exists as originally recorded and subsequently amended. The Condominium Plat related thereto is found in Condominium Plat Book 4, Page 56, et seq., of the Pinellas County Public Records.

IN WITNESS WHEREOF, BAY POINT PLAZA CONDOMINIUM ASSOCIATION, INC., has caused this instrument to be signed by its duly authorized officer on this 15 day of June, 2022.

[Signature]
Signature of Witness #1

Jenny Kidd
Printed Name of Witness #1

BAY POINT PLAZA CONDOMINIUM ASSOCIATION, INC.

By: [Signature]
Timothy Duren, President

[Signature]
Signature of Witness #2

Karen Cochran
Printed Name of Witness #2

STATE OF FLORIDA)
COUNTY OF PINELLAS)

The foregoing instrument was acknowledged before me this 15th day of June, 2022 by Timothy Duren, as President of Bay Point Plaza Condominium Association, Inc., a Florida corporation, on behalf of the corporation, who appeared before me by means of physical presence, is personally known to me or has produced drivers license as identification.

Catherine M. Roberts
NOTARY PUBLIC - State of Florida at Large

My Commission Expires:



Catherine M. Roberts
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG236178
Expires 8/7/2022

**APPROVED AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF BAY
POINT PLAZA APARTMENTS, A CONDOMINIUM
ARTICLE 10, SUBSECTION 10.8**

The following is an approved amendment to the Declaration of Condominium of Bay Point Plaza Apartments A Condominium, originally recorded at Official Records Book 3153, Page 534, et seq., Public Records of Pinellas County, Florida, as subsequently amended.

(Added text is notated by **bold and underline**. Deleted text is notated by ~~strikethrough~~.
Ellipses***refer to omitted text.)

10. Restrictions. The following restrictions shall be applicable to and covenants running with the land of the condominium and may not be amended without the prior written approval of the Developer before January 1, 2020:

10.8. Leasing/Long Term Guests. The entire apartment may be rented provided the occupancy is only by one lessee and members of his immediate family, their invitees, and guests and the term of the lease is not less than six months, and provided further, that the apartment owner has owned and continuously resided in the apartment for a period of at least two (2) years. ~~prior to commencement of such a lease~~. If any guest occupies, or intends to occupy, an apartment for more than thirty (30) consecutive days, or for more than forty-five (45) days in any twelve-month period, whether or not the apartment owner, or an approved tenant who has authorized such guest occupancy, is also present and occupying the apartment with such guest(s), the apartment owner or tenant who the guest is visiting must submit an application for occupancy by such guest, and obtain prior written approval by the Association before permitting such occupancy, or as to guests already in residence, before allowing such occupancy to continue. The guest must meet the same criteria as exists with regard to prospective tenants, as described in Article 11, Section 11.3(b). The apartment owner, and if applicable, the approved tenant who authorized such guest occupancy, shall be jointly responsible for any violations or damages caused by such guest(s), and for removal of such guest if an existing occupant is not approved. No apartment may be leased more than twice per calendar year. No rooms may be rented and no transient tenants may be accommodated. Airbnb, VRBO and other short terms rentals are strictly prohibited. No lease of an apartment shall release or discharge the owner thereof of compliance with this Section 10 or any of his other duties as an apartment owner. Every lease of an apartment must be evidenced by a written lease agreement to be first filed and approved by the Board prior to occupancy.

**** END OF DOCUMENT****