

Prepared By and Return to:
Paul E. Olah, Jr., Esq.
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CERTIFICATE OF AMENDMENT

**SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
BAYWOOD COLONY VILLAS, CONDOMINIUM, SECTION ONE**

We hereby certify that the attached amendments to the Second Amended and Restated Declaration of Condominium of Baywood Colony Villas, Condominium, Section One (the original Declaration of Condominium of Baywood Colony Villas Condominium, Section One, was recorded at Official Records Book 914, Page 3 et seq. of the Public Records of Sarasota County, Florida) were duly adopted at an annual membership meeting of Baywood Colony Villas Association, Inc. (the "Association") held on January 20, 2022, by the affirmative vote of not less than two-thirds (2/3rds) of the eligible Voting Interests of the Association present, in person or by proxy, at a duly noticed membership meeting called for such purpose at which a quorum was present as required by Article 12 of the Declaration. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and applicable law.

DATED this 9th day of March, 2022.

Signed, sealed and delivered:
in the presence of:

sign [Signature]

print MARK SAPPOL

sign [Signature]

print Bridget Spence

BAYWOOD COLONY VILLAS ASSOCIATION, INC.

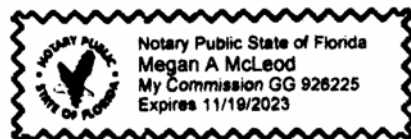
By: [Signature]
Sue McConnell, as President

Attest: [Signature]
Martha McKIveen, as Secretary
[Corporate Seal]

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9th day of March, 2022, by Sue McConnell, as President of Baywood Colony Villas Association, Inc. who is personally known to me or who has produced _____ as identification.

[Signature]
NOTARY PUBLIC, State of Florida
My commission expires: 11/19/23



AMENDMENT
SECOND AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM
OF
BAYWOOD COLONY VILLAS, A CONDOMINIUM, SECTION ONE

*[Additions are indicated by **bold underline**; deletions by ~~strike-through~~]*

ARTICLE 4
COMMON ELEMENTS

4.6 Limited Common Element Patios. The ground area immediately outside of the rear exterior of a Unit shall be deemed a Limited Common Element that may be improved, used and maintained as a patio serving such Unit in accordance with the Rules and Regulations adopted by the Association. The Board of Directors is authorized to adopt Rules and Regulations regarding and regulating the manner of improvements; the location, size, type and appearance of such improvements; the maintenance of such improvements; and the use of such improvements. To the extent a Unit Owner improves such Limited Common Element area, such Unit Owner shall be responsible for insuring and maintaining such Limited Common Element. In the event a Unit Owner fails to maintain or use such Limited Common Element in accordance with the Declaration and/or any Rules and Regulations adopted by the Board of Directors, the Association shall have all remedies available under this Declaration and the Condominium Act, including the self-help remedy under Article 6, Section 6.3 herein, to cure any existing violation.

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ARTICLE 9

USE RESTRICTIONS

9.1 Restrictions upon Use. Use of the Condominium Property shall be in accordance with the following provisions so long as the Condominium exists and these use restrictions shall be for the benefit of and enforceable by all Owners of Units in this Condominium and the Association. These use restrictions will be enforced as follows: (a) violations should be reported to the Board of Directors, in writing; (b) violations will be called to the attention of the violating Unit Owner, and the Owner's Tenant, Guest, invitee or licensee, if applicable, by the Board of Directors or its agent; (c) any disagreements concerning violations will be presented to the Board of Directors or a panel of Unit Owners pursuant to statute for a determination, in its sole and absolute discretion, as to whether a violation exists; and (d) Unit Owners are responsible for compliance by their Family, Guests, invitees, employees and Tenants with the Declaration, the Bylaws and the Rules and Regulations of the Association.

9.1.4 Pets. Unit Owners shall be permitted to bring within the Condominium and keep in the Unit at any single point in time no more than ~~one cat and one~~ two (2) dogs not exceeding ~~twenty-five (25)~~ seventy-five (75) pounds, but other inside pets, except reptiles, are allowed and caged birds and fish; provided however that in the event any pet becomes a nuisance to the other Unit Owners in the sole opinion of the Board of Directors, such animals shall be removed from the Unit within a reasonable time upon request. Unit Owners must immediately pick up all solid wastes of their pets and dispose of such wastes appropriately. All ~~pets, including cats,~~ must be kept on a leash or carried at all times when outside the Unit. No animal shall be kept or bred within the Condominium Property for commercial purposes. The Association will comply with all federal, state, and local laws regarding Service Animals and Emotional Support Animals. No Unit Owner, Tenant, Guest, invitee or licensee shall feed wildlife within the Condominium Property. All pets shall be registered with the Board of Directors and inoculated as required by law. No pet may be tied or staked to a tree within the Condominium Property. Dogs ~~and cats~~ in violation of the ~~twenty-five (25)~~ seventy-five (75) pound weight limitation which are in residence upon the date of the adoption of this amendment may remain on the premises, subject to the other terms of this paragraph, until they pass away or are otherwise permanently removed from the premises.

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9.1.17 Parking. Except as set forth below, ~~only conventional passenger automobiles~~ vehicles may be parked in any parking area within the Condominium Property and only if the automobile vehicle has a current license tag affixed to it. A ~~"conventional passenger automobile"~~ "vehicle" shall be limited to those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two doors, four doors, hatchback, convertible, station wagons, SUV, or minivans which do not exceed 48' twenty feet (20') in total length, and ~~sport-utility vehicles and similar vehicles~~ provided they are in a condition substantially similar to that which existed when they were sold by the manufacturer and specifically excluding vehicles that have been modified by increasing height, off-road tires, roll bars and ~~the like~~ other similar additions or improvements. ~~No commercial vehicle, boat, boat trailer, trailer, jet ski, camper, mobile home, tractor, golf cart, golf car, motorized scooter, pick-up truck, motorcycle or moped shall be parked within the Condominium Property unless parked wholly within an enclosed garage, except that commercial vehicles may park within the Condominium Property on a temporary basis while making deliveries to or from the Condominium or during the actual furnishing of services but may not park upon any lawn or landscaped surface. A vehicle will be deemed a commercial vehicle if commercial lettering or signs are painted upon or affixed to, including magnets and wraps, the vehicle or if commercial equipment is placed upon the vehicle. No vehicle unable to operate on its own power or displaying apparent body or collision damage shall remain within the Condominium Property for a period of more than twenty four (24) consecutive hours and no maintenance of any vehicle shall be made on or within the Condominium Property. Storage of vehicles with covered tarps must be in a carport. No~~

~~vehicle shall be parked in such a manner as to impede or prevent access to another owner's parking space. The Association is authorized to order the removal or towing, at the owner's expense, of any vehicle parked within the Condominium Property in violation of this Declaration. Boats, trailers, commercial and recreational vehicles may be temporarily parked in a parking area when they are being actively loaded or unloaded, but not for more than twenty-four (24) hours.~~

All other motor vehicles, including but not limited to commercial vehicles (that is, any vehicle primarily used in a trade or business or having advertising or promotional information, symbols or materials affixed thereto), trucks (that is, any motor vehicle designed or used principally for the carriage of goods and including a motor vehicle to which has been added a cabinet box, a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passenger, and specifically including all pickup trucks and vans exceeding twenty feet (20') in total length), motorcycles, boats, campers, recreational vehicles (that is, vehicles having either kitchen or bathroom facilities), trailers, motorhomes, mobile homes, and any and all other vehicles other than the aforescribed vehicles, shall be prohibited from parking on the Condominium Property or in any area. Trucks (not to exceed 20' in length) primarily used as passenger vehicles with two (2) rows of seats shall be allowed. No vehicle with more than four (4) wheels shall be permitted.

Notwithstanding the foregoing parking limitations, the following exceptions shall be made: (1) service vehicles may be temporarily parked in parking areas during the time they are actually servicing a home, but in no event overnight; (2) boats, trailers, trucks, commercial and recreational vehicles, and other prohibited vehicles may be temporarily parked in a parking area when they are being actively loaded or unloaded, but not for more than twenty-four (24) hours; (3) any of the motor vehicles, trailers or other vehicles which are otherwise prohibited by virtue of this section may be parked inside an owner's assigned garage provided the garage door is kept closed and the vehicle is only located outside of the closed garage when it is being loaded or unloaded or driven to or from the home.

No vehicle belonging to any Owner or to a member of the Family of an Owner or Guest, Tenant or employee of any owner shall be parked in such manner as to impede or prevent access to another Owner's parking space. The Owners, their employees, servants, agents, visitors, licensees, and the Owner's families will obey parking regulations posted at the private streets, parking areas and drives and any other traffic regulations which may be promulgated in the future for safety, comfort and convenience of the Owners. No vehicle which cannot operate on its own power shall remain within the Condominium Property for more than 24 hours, and no repair of vehicles shall be made within the Condominium Property.

No parking is permissible on the lawns or common grounds at any time, other than service vehicles and then only if necessary to service a Unit within the complex.

Any and all vehicles parked or stored on the Condominium Property which do not comply with the foregoing parking regulations shall be deemed "improperly parked vehicles" and are subject to towing by the Association, at owner expense, at any time after twenty-four (24) hours has elapsed from when the owner or person in control of said vehicle(s) has been notified of the improper parking.