

**CERTIFICATE OF AMENDMENT TO THE NEIGHBORHOOD COVENANTS FOR THE
BAY HILL VILLAGE NEIGHBORHOOD ASSOCIATION**

WHEREAS, The Neighborhood Covenants for The Bay Hill Village Neighborhood Association is recorded in Official Record Book 10351, at Page 622, in the Public Records of Palm Beach County; and

WHEREAS, at a duly called and noticed meeting of the membership of The Bay Hill Village Neighborhood Association, Inc., a Florida not-for-profit corporation, held on August 26, 2021, the requisite membership vote was obtained to amend the aforementioned Neighborhood Covenants for The Bay Hill Village Neighborhood Association; and

NOW THEREFORE, the undersigned hereby certifies that the following Amendment, to the Neighborhood Covenants for The Bay Hill Village Neighborhood Association is attached hereto as Exhibit "A".

.....
IN WITNESS WHEREOF, the Association has caused this Certificate of Amendment to the Neighborhood Covenants for The Bay Hill Village Neighborhood Association to be duly executed and its corporate seal to be hereunto affixed this 8 day September, 2021.

The Bay Hill Village Neighborhood Association,
Inc., a Florida not for profit corporation

Signed, Sealed & Delivered
in the presence of:

X *Nathan Wellman*

Print Name: Nathan Wellman

By: President

Print: _____

X
Print Name: _____

Dated: _____

STATE OF FLORIDA)

) ss:

COUNTY OF PALM BEACH)

The foregoing Amendment to the Neighborhood Covenants for The Bay Hill Village Neighborhood Association was acknowledged before me this 8 day of September 2021 by Nathan Wellman as President of The Bay Hill Village Neighborhood Association, Inc.
My Commission Expires:

Germania Corona
NOTARY PUBLIC
State of Florida

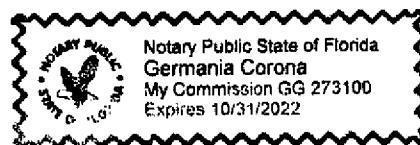


EXHIBIT "A"

**AMENDMENT TO THE
NEIGHBORHOOD COVENANTS FOR
THE BAY HILL VILLAGE NEIGHBORHOOD ASSOCIATION, INC.**

The Neighborhood Covenants for The Bay Hill Village Neighborhood Association is recorded in Official Record Book 10351, at Page 622, in the Public Records of Palm Beach County.

As indicated herein, words underlined are added and words ~~struck through~~ are deleted.

Item 1: Article IV, Section 7 of the Neighborhood Covenants for The Bay Hill Village Neighborhood Association, Inc. entitled "Subordination of the Lien" shall be amended as follows:

Section 7. Subordination of the Lien. The lien of the Assessment provided for in this Article shall be subordinate to real property tax liens and to the lien of any First Mortgage (recorded prior to recordation by the Association of a claim of lien) held by any institutional mortgage lender or otherwise insured, made or held by FHA, VA, FNMA, or FHLMC and which is now or hereafter placed upon any property subject to assessment; provided however, that any such mortgage lender when in possession or any receiver, and in the event of foreclosure, any ~~purchaser~~ First Mortgagee deemed the successful bidder and taking title to a Lot as a result of a foreclosure sale, and any such mortgage lender acquiring a deed in lieu of foreclosure, and all persons claiming by, through or under such ~~purchaser or mortgage lender,~~ such as an assignee or successor in interest to such mortgage lender, shall hold title subject to the liability and lien of any assessment coming due after such foreclosure (or conveyance in lieu of foreclosure) as well as and in addition to the "safe harbor" payment as set forth in Fla. Stat. §720.3085(2)(c), as amended. The lien of assessments shall also be subject to the liens of the assessments for the Foundation, the overall priority of the liens being tax liens, first mortgage liens, Foundation liens, and then the lien created herein. Furthermore, any third party purchaser at any such mortgage foreclosure sale, not including and aside from the First Mortgagee, shall take title to a Lot/Unit subject to all outstanding unpaid Assessments due the Association including without limitation those unpaid Assessments accruing prior to the mortgage foreclosure sale subject to any applicable statute of limitations as pertaining to the collection of such unpaid Assessments. Any unpaid assessment which cannot be collected as a lien against any Lot by reason of the provisions of this Section shall be deemed to be an assessment divided equally among, payable by and a lien against all Lots subject to assessment by the Association, including the Lots as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Item 2: Article VI, Section 9 of the Neighborhood Covenants for The Bay Hill Village Neighborhood Association, Inc. entitled "Pets, Livestock and Poultry" shall be amended as follows:

Section 9. Pets, Livestock and Poultry. No animals, reptiles, wildlife, livestock or poultry of any kind shall be raised, bred or kept on any Lot except no more than two (2) household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any neighbor by reason of barking or otherwise. No dogs or other pets shall be permitted to have excretions on any Common Areas, except areas designated by the Association, and Owners shall be responsible to clean-up any such improper excretions. For purposes hereof, "household pets" shall mean dogs, cats and other animals expressly permitted by the Association, if any. Pets shall also be subject to applicable rules and regulations. Nothing contained herein shall prohibit the keeping of fish or domestic (household type) birds, as long as the latter are kept indoors and do not become a source of annoyance to neighbors. Notwithstanding anything to the contrary contained herein, where any dog or other animal has been deemed dangerous by any County Animal Control authority, or is assigned any other similar or comparable designation or by any other local or applicable State agency or by a Court of competent jurisdiction, such animal can be considered a nuisance to the community pursuant to Article V, Section 6 of the Neighborhood Covenants, and the Association may seek to require the Owner or tenant, as the case may be, remove the animal from the Property on a permanent basis. Any such animal deemed to be a nuisance pursuant to this Section can entitle the Association, if it so determines, to direct that the animal not be allowed to reside or occupy any home within the Association nor shall it be allowed to visit any other person or come onto any portion of the Association property at any time as may be determined by the Association from time to time.

Item 3: Article VI, of the Neighborhood Covenants for The Bay Hill Village Neighborhood Association, Inc. shall be amended by the creation of a new Section 26, entitled "Prohibition on Use of Lot or Unit as Congregant Living Facility" as follows:

Section 26. Prohibition on Use of Lot or Unit as Congregant Living Facility. Use of a Lot as a Congregant Living Facility, as defined below, is prohibited. The term "Congregant Living Facility" is defined as assisted living facilities, sober homes, drug treatment facilities, extended congregant care facilities, transitional living facilities, community residential homes, community transitional residences, rehabilitative home care services, boarding home, or home for the aged or any other residential structure, whether or not operated for profit, care, housing, food service, and one or more personal services for persons not related to the owner or administrator by blood or marriage which shall include "domestic partnerships" as well as "civil unions". In addition, this term shall include other residential uses, such as dormitories, group homes with a central dining facility, and similar bed-based uses.

IN WITNESS WHEREOF, The Bay Hill Village Neighborhood Association, Inc. has caused this Amendment to the Neighborhood Covenants to be duly executed and its corporate seal to be hereunto affixed this 8 day September, 2021.

The Bay Hill Village Neighborhood Association, a
Florida not for profit corporation

Signed, Sealed & Delivered
in the presence of:

Ester Lopez
Chucchi

By: Nathan Wellman

Print: Nathan Wellman

Title: President

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

The foregoing Amendment to the Neighborhood Covenants for The Bay Hill Village Neighborhood Associations, Inc. was acknowledged before me this 8 day of September 2021 by Nathan as president [title] of The Neighborhood Covenants for The Bay Hill Village Neighborhood Association.

My Commission Expires:

[Signature]
NOTARY PUBLIC
State of Florida

