

Prepared by:
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**CERTIFICATE OF AMENDMENT AND THIRD AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BISCAYNE POINTE**

STATE OF FLORIDA
COUNTY OF SANTA ROSA

Biscayne Pointe Homeowners Association of Santa Rosa County, Inc. (the "Association"), a Florida not-for-profit corporation, by and through its undersigned officer, certifies that,

WITNESSETH:

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Biscayne Pointe was recorded on April 30, 1991 in Official Records Book 1166, at Page 499 *et. seq.* of the public records of Santa Rosa County, Florida ("Original Declaration");

WHEREAS, a Correction of Declaration of Covenants, Conditions and Restrictions for Biscayne Pointe was recorded on November 13, 1991 in Official Records Book 1213, at Page 139, of the public records of Santa Rosa County, Florida;

WHEREAS, an unrecorded First Amendment to the Declaration of Covenants, Conditions and Restrictions for Biscayne Pointe was executed on June 3, 1992.

WHEREAS, the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Biscayne Pointe was recorded on April 9, 2012 in Official Records Book 3127, at Page 1835 *et. seq.* of the public records of Santa Rosa County Florida ("Second Amended Declaration") (the "Original Declaration" and the "Second Amended Declaration" shall be hereinafter referred to collectively as the "Declarations");

WHEREAS, in accordance with Article VIII of the Second Amended Declaration, the Declarations may be amended at any time by a duly recorded affirmative vote of two-thirds (2/3) of the voting interest present at a meeting of the general membership where a quorum is present or by an instrument signed by a majority of the Lot Owners;

WHEREAS, a duly noticed meeting of the members was held on November 5, 2019 at which a quorum was obtained and two-thirds (2/3's) of the voting interest present approved the following Third Amendment to the Declaration of Covenants, Conditions and Restrictions for Biscayne Pointe ("Third Amended Declaration"); and

WHEREAS, at a duly noticed meeting of the Association's Board of Directors held on December 7, 2019 the Board of Directors certified that a quorum was present at the members meeting held on November 5, 2019 and at least two-thirds (2/3's) of the voting interest present at that meeting voted to approve the Third Amended Declaration; and

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarations are amended as follows¹:

ARTICLE IV
Use Restrictions

Section 1. All Lots shall be used and occupied solely for residential purposes and shall not be used for commercial, trade, public amusement, public entertainment or business purposes of any kind or character, other than a home office specifically authorized in writing by the Architectural Review Committee or the Architectural Review Representative; provided, however, that in no event shall any such permitted home office be one where clients, customers, sales persons or others would routinely visit. Exchanging or offering to exchange the Short-Term use of a Lot for monetary value, or other non-monetary consideration, is expressly prohibited. Short-Term shall be defined as any period of time less than a six (6) month consecutive period. This prohibition applies, but is not limited to, leases, transient occupancy, boarding housing, hotel lodging, as well as through rental platforms such as Airbnb, HomeAway, TripAdvisor, FlipKey, VRBO, and other similarly situated entities and/or platforms. Lot Owners soliciting for such arrangements by any medium shall be in violation of this prohibition. No structure shall be erected, altered, placed or permitted to remain on any residential Lot other than one single family structure with a private garage attached to the main structure (or a detached garage in conformity with architectural design of the residential structure) for at least two vehicles. A servants' room, tool room and/or laundry room may be attached to the residential structure or garage. Notwithstanding the foregoing, a builder who is constructing residences for sale within the Development may, with the prior approval of and within guidelines established by the Architectural Review Committee, construct a residence within the subdivision which may be used by that builder as a model home for customary purposes.

WHEREAS, all provisions of the Declarations not amended hereby shall remain in full force and effect.

IN WITNESS WHEREOF, the Association hereby certifies the foregoing Third Amendment to the Declaration was duly adopted and that the Association has caused the Third Amendment to be executed by its President, this 28th day of January, 2020.

[End of text. Signature page to follow.]

¹ Underlined words are being added; stricken works are being deleted.

WITNESSES:

[Signature]

Print Name: John "Jay" Frazer

[Signature]

Print Name: Ciera Wheeler

[Signature]

**BISCAYNE POINTE HOMEOWNERS
ASSOCIATION OF SANTA ROSA
COUNTY, INC.** a Florida not-for-profit
corporation

By: Deborah K Whitley
Its: President

STATE OF FLORIDA
COUNTY OF Escambia

The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization, this 20th day of January, 2020, by Deborah K. Whitley as President of Biscayne Pointe Homeowners Association of Santa Rosa County, Inc., a Florida not-for-profit corporation.



[Signature]
NOTARY PUBLIC
Print Name: Ciera Wheeler

Personally Known
OR
 Produced Identification
Type of Identification Produced Military ID