

**Prepared by and Return To:**  
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**CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE VILLAGE AT BENTLEY PARK**

This is to certify that the attached amendment was adopted by the membership during a duly called meeting of the members of The Village at Bentley Park Homeowners' Association, Inc. (the "Association"), held on January 22, 2020, in accordance with the requirements of the applicable Florida Statutes and the governing documents. The Declaration of Covenants and Restrictions for The Village at Bentley Park, was recorded at Official Records Book 5939, Page 133 of the Public Records of Pinellas County, Florida, and as subsequently amended in Official Records Book 8487, Page 1869 and re-recorded in Official Records Book 8794, Page 833, amended in Official Records Book 9811, Page 1203 and preserved in Official Records Book 18537, Page 1277 ("Preservation Notice"), and thereafter amended in Official Records Book 20591, Page 101. By recording this amendment, the Association also intends to preserve the Declaration and all amendments thereto as well as all documents referenced in the Preservation Notice and recorded subsequent to the Preservation Notice.


IN WITNESS WHEREOF, THE VILLAGE AT BENTLEY PARK HOMEOWNERS' ASSOCIATION, INC. has caused this instrument to be signed by its duly authorized officers on the 22 day of January 2020.

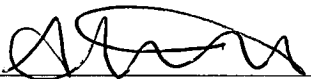
**THE VILLAGE AT BENTLEY PARK HOMEOWNERS' ASSOCIATION, INC.**

By:

  
Michael Hurlburt, President

Attested to:

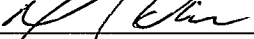
  
Secretary



Signature of Witness #1

Amy Hurlburt

Printed Name of Witness #1



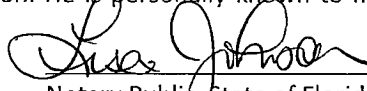
Signature of Witness #2

Mike Hurlburt J.R.

Printed Name of Witness #2

STATE OF FLORIDA  
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 3 day of ~~January~~ <sup>February</sup> 2020 by Michael Hurlburt as President of THE VILLAGE AT BENTLEY PARK HOMEOWNERS' ASSOCIATION, INC. on behalf of the corporation and attested to by the Secretary, Patrick Rice, <sup>by means of physical presence</sup> who acknowledged that he executed this document on behalf of the corporation. He is personally known to me or has produced FL Drivers License as identification.



Notary Public, State of Florida

Commission No:

My Commission Expires:

  
**LISA JOHNSON**  
Notary Public, State of Florida  
Commission# GG 95587  
My comm. expires April 18, 2021

**ADOPTED AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR THE VILLAGE AT BENTLEY PARK**

The Declaration of Covenants and Restrictions for The Village at Bentley Park, as recorded at Official Records Book 5939, Page 133 of the Public Records of Pinellas County, Florida, and as subsequently amended in Official Records Book 8487, Page 1869 and re-recorded in Official Records Book 8794, Page 833, amended in Official Records Book 9811, Page 1203 and preserved in Official Records Book 18537, Page 1277, and thereafter amended in Official Records Book 20591, Page 101 is hereby amended as follows:

**NOTE:** New wording is shown as being double-underlined, and deleted wording is shown as being stricken through.

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**A new Section 23 is added to Article IX, Permitted and Prohibited Uses:**

Section 23. ~~Leases.~~ All leases of a Dwelling Unit or Lot must be in writing and specifically be subject to the Declaration, Bylaws, Articles and rules adopted by the Board of Directors. A copy of a proposed lease must be delivered to the Association prior to occupancy by the tenant(s). No lease term shall be for a period of less than six (6) months. A lease is defined as any permitted occupancy of a Dwelling Unit or Lot by someone other than an owner where any monetary or other consideration is paid for the right to occupy the Dwelling Unit or Lot. This includes not only formal leases, but any type of license or other permission granted to someone other than the Owner to occupy a Dwelling Unit or Lot in exchange for some consideration to be given to the Owner. Included in the definition of leasing are all type of arrangements for occupancy, including those arranged through AirBnb, VRBO, and all other similar types of services. It is also prohibited for any Owner to arrange for or permit a Dwelling Unit or Lot to be advertised for occupancy for a period of time of less than six (6) months, through any type of listing or other arrangement.

(a) Prior to the tenant occupying the Dwelling Unit or Lot, the Association must receive a copy of the lease to ensure that the lease is for the minimum lease term. Within a reasonable time, not less than twenty (20) days prior to the commencement of the proposed lease term, an Owner or his agent shall provide a copy of the proposed lease to the Association along with names of all proposed tenants and occupants for the Board's review. If there are additional tenants following the original review of the lease, the Association must be notified by the Owner. Failure to notify the Association of changes in tenants, or any other lease entered in violation of these restrictions, may result in legal action.

**END OF ADOPTED AMENDMENTS**