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Prepared by and returned to:

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CERTIFICATE OF AMENDMENT

DECLARATIONS OF CONDOMINIUM FOR CONDOMINIUM I AT BARLETTA, A CONDOMINIUM CONDOMINIUM II AT BARLETTA, A CONDOMINIUM CONDOMINIUM III AT BARLETTA, A CONDOMINIUM CONDOMINIUM IV AT BARLETTA, A CONDOMINIUM CONDOMINIUM V AT BARLETTA, A CONDOMINIUM CONDOMINIUM VI AT BARLETTA, A CONDOMINIUM

I HEREBY CERTIFY that the following amendments to the Declarations of Condominium for Condominium I at Barletta, Condominium II at Barletta, Condominium III at Barletta, Condominium IV at Barletta, Condominium V at Barletta and Condominium VI at Barletta were duly adopted by the Association membership at the duly noticed Special Members' Meeting of the Association on the 14th day of April 2014. Said amendments were approved by a proper percentage of voting interests of the Association. The Declaration of Condominium for Condominium I at Barletta, a Condominium, is recorded at OR Book 4580, Page 4517 *et seq.*; the Declaration of Condominium for Condominium II at Barletta, a Condominium, is recorded at OR Book 4828, Page 4326 *et seq.*; the Declaration of Condominium for Condominium III at Barletta, a Condominium, is recorded at Instrument No. 2005000069245; the Declaration of Condominium for Condominium IV at Barletta, a Condominium, is recorded at Instrument No. 2005000141415; the Declaration of Condominium for Condominium V at Barletta, a Condominium, is recorded at Instrument No. 2006000214070; and the Declaration of Condominium for Condominium VI at Barletta, a Condominium, is recorded at Instrument No. 2006000369514; all of the Public Records of Lee County, Florida.

Additions indicated by underlining.
Deletions indicated by ~~striking through.~~

Amendment: **Section 4.12, Section 4.29 (NEW), Section 12.3 and Article 13, Declaration of Condominium**

4. **DEFINITIONS.** The terms used in this Declaration and its exhibits shall have the meanings stated below and in the Act, unless the context otherwise requires.

(Section 4.1 through Section 4.11 Remain Unchanged)

4.12 **"Guest"** means any person (other than the unit owner and his family) who is physically present in, or occupies any unit on a temporary basis at the invitation of the unit owner or other permitted occupant, without the payment of consideration. Any person who occupies a unit for thirty (30) days, whether or not consecutive, in any calendar year shall no longer be considered a Guest and, instead, shall be considered a Resident, as the term is defined below.

(Section 4.13 through Section 4.28 Remain Unchanged, Except as Noted Below)

4.29 **"Resident"** means any person who is occupying a unit for thirty (30) days, whether or not consecutive, in any calendar year and shall include, as applicable, unit owners, Tenants and members of their respective Families who reside in the unit.

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12. **USE RESTRICTIONS.** The use of the units and the common elements shall be in accordance with the following provisions, and with Section 5 of the Bella Terra Declaration, as long as the Condominium exists:

(Section 12.1 and Section 12.2 Remain Unchanged, Except as Noted Below)

12.3 **Pets.** The owner of each unit may keep no more than two (2) small pets, of a normal domesticated household type (such as a cat or dog) in the unit. Dogs and cats must be leashed or carried at all times while outside of the unit. The ability to keep pets is a privilege, not a right, and the Board of Directors may order and enforce the removal of any pet which becomes a reasonable source of annoyance to other residents. The owner is responsible for cleaning up after his pet. No one other than a unit owner may keep a pet as authorized by this Section 12.3 and the unit owner must be in simultaneous residence with said pet. No pets of any kind are permitted in non-owner occupied units, including but not limited to leased units. No reptiles, rodents, poultry, amphibians, swine or livestock may be kept in the Condominium, but tropical fish or caged birds in reasonable numbers are permitted.

(Remainder of Article 12 Remains Unchanged)

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SUBSTANTIAL REWORDING OF ARTICLE 13 OF THE DECLARATION OF CONDOMINIUM – SEE CURRENT ARTICLE 13 OF THE DECLARATION OF CONDOMINIUM FOR CURRENT TEXT

13. **LEASING OF UNITS.** The lease of a unit is defined as occupancy of the unit by any person other than the unit owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, or any other exchange of value). The term "leasing" and "renting" shall be used interchangeably for the purpose of this Declaration. The term "Tenant" and "Lessee" shall likewise be used interchangeably. No individual rooms may be rented and no transient tenants may be accommodated. "Rent-sharing" and subleasing are prohibited. All leases shall be for a minimum period of thirty (30) consecutive days. No lease may begin sooner than thirty (30) days after the beginning of the last lease. Leases may be extended or renewed, subject to Board

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approval. The total number of Occupants, including the Tenant(s) and Board-approved Residents, of a leased unit is limited to six (6) persons.

13.1 **Board Right of Approval.** The Board of Directors shall have the authority to approve all leases and renewals or extensions thereof, which authority may be delegated to a committee or agent. Any person residing in the unit after initial approval shall be subject to a separate application and approval process. No person may reside in a unit as a Tenant, Family member of a Tenant, Resident, or otherwise without prior approval of the Board of Directors. The Board shall have the authority to promulgate or use a uniform lease application and require such other information from the proposed Tenant and all proposed Residents as the Board deems appropriate under the circumstances. The Board may require an interview of any proposed Tenant and all proposed Residents of a unit, as a condition for approval. Any lease entered into without approval may, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the Tenant(s) and all unit Occupants with five (5) days' notice, without securing consent to such eviction from the unit owner.

13.2 **Approval Process; Disapproval.** All leases must be in writing. Any unit owner intending to lease his unit shall submit to the Association the name(s) of the proposed Tenant(s) and all proposed Resident(s), a copy of the proposed lease, an application, and any other requested information and required fees at least thirty (30) days in advance of the commencement of the lease or renewal or extension term. Upon receipt of all information and fees required by Association and an interview (if requested by the Board), the Association shall have the duty to approve or disapprove all proposed leases within thirty (30) days of receipt of such information for approval and the completion of the Tenant/Resident interview (if required), by sending written notification to the unit owner within such time frame. All requests for approval not acted upon within thirty (30) days shall be deemed approved. Applications for renewals or extensions of lease agreements shall be submitted at least thirty (30) days in advance of the expiration of the lease agreement. If the Association disapproves a proposed lease or renewal or extension, the unit owner shall receive a short statement indicating the reason for the disapproval, and the lease shall not be made, renewed, or extended. The Association shall neither have a duty to provide an alternate Tenant nor shall it assume any responsibility for the denial of a lease application if any denial is based upon any of the following factors:

(A) The person seeking approval (which shall hereinafter include all proposed Residents) has been convicted of or has pleaded no contest to:

(1) a felony involving violence to persons, theft, arson or destruction of property within the past twenty (20) years; or

(2) a felony demonstrating dishonesty or moral turpitude within the past ten (10) years; or

(3) a felony involving illegal drugs within the past ten (10) years; or

(4) any other felony in the past five (5) years; or

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(5) a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction occurred;

(B) The person seeking approval has been labeled a sexual offender or a sexual predator by any governmental or quasi-governmental agency regardless of when that conviction occurred or when that label occurred;

(C) The person seeking approval is currently on probation or community control;

(D) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures, or bad debts, or has a FICO credit score below 600;

(E) The application for approval on its face, facts discovered in connection with the Association's investigation, or the conduct of the applicant, indicate that the person seeking approval intends to conduct himself in a manner inconsistent with the Condominium Documents. By way of example, but not limitation, a Tenant taking possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with the Condominium Documents and may constitute grounds for denial;

(F) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other housing facilities or associations, or by his conduct in this Condominium as a Tenant, Resident, Occupant or Guest;

(G) The unit owner or person seeking approval has failed to provide the information, fees, or appearances required to process the application in a timely manner;

(H) All Assessments, fines and other charges and monetary obligations against the unit and/or unit owner have not been paid in full;

(I) The application or investigation by the Association reveals that the rental will result in a violation of the Condominium Documents, including but not limited to the age restrictions set forth herein.

13.3 **Association Fee**. The unit owner or Tenant seeking approval of a lease of a unit shall pay a transfer fee for each applicant in an amount determined by the Board, which unless otherwise specified, shall be the maximum amount permitted by law. No charge shall be made in connection with an extension or renewal of a lease.

13.4 **Security Deposit**. The Board of Directors shall have the authority, as a condition of granting approval to a lease or renewal or extension thereof, to require that a prospective Tenant or unit owner place a security deposit in an amount not to exceed the equivalent of one month's rent into an escrow account maintained by the Association to protect against damage to the common elements or Association Property. Payment of interest, claims against the deposit,

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refunds, and disputes under this paragraph shall be handled in the same fashion as provided in Part II of Chapter 83 of the Florida Statutes (2013) as amended from time to time.

13.5 **Tenant Conduct; Remedies**. The Board shall have the authority to promulgate a lease addendum. All leases shall include a lease addendum, if so promulgated by the Board. Said lease addendum and all other leases will provide, or be deemed to provide, that the Tenants and all Residents have read and agreed to be bound by this Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations as the same may be amended from time to time (the "Condominium Documents"). The lease addendum and other leases shall further provide or be deemed to provide that any violation of the Condominium Documents shall constitute a material breach of the lease and subject the Tenant to eviction as well as any other remedy afforded by the Condominium Documents or Florida law. If a Tenant, Resident, other unit Occupant, Guest or invitee fails to abide by the Condominium Documents, the unit owner(s) shall be responsible for the conduct of the Tenants, Residents, Occupants, Guests and invitees and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the Tenant. The unit owner shall have the duty to bring his Tenant's conduct (and that of the other unit Residents, Occupants, Guests and invitees) into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the unit owner fails to bring the conduct of the Tenant into compliance with the Condominium Documents in a manner deemed acceptable by the Association, or in other circumstances as may be determined by the Board, the Association shall have the authority to act as agent of the unit owner to undertake whatever action is necessary to abate the Tenants' noncompliance with the Condominium Documents (or the other noncompliance of other Residents, Occupants, Guests or invitees), including without limitation the right to institute an action for eviction against the Tenant in the name of the Association in its own right, or as agent of the unit owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions, from the unit owner which shall be secured by a continuing lien in the same manner as Assessments for Common Expenses, to wit, secured by a lien for charges. Any uniform lease or lease addendum will provide, and all leases will be deemed to provide that the Association shall have the authority to direct that all rental income related to the unit be paid to the Association until all past due and current obligations of the Association have been paid in full, including but not limited to all past due Assessments, charges, other monetary obligations, late fees, interest, attorneys' fees and cost and expenses of collection.

13.6 **Liability**. The liability of the unit owner under the Condominium Documents shall continue notwithstanding the fact that he may have leased or rented his interest in the unit as provided herein.

13.7 **Use of Common Elements and Common Areas.** To prevent overtaxing the facilities, a unit owner whose unit is leased may not use the recreation or parking facilities during the lease term.

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Amendment: Section 12.2, Declaration of Condominium

12. **USE RESTRICTIONS.** The use of the units and the common elements shall be in accordance with the following provisions, and with Section 5 of the Bella Terra Declaration, as long as the Condominium exists:

(Section 12.1 Remains Unchanged)

12.2 **Age.** No unit may be leased or rented to a person unrelated to the unit owner who has not attained the age of twenty-one (21) years and the person leasing or renting same must reside in the unit for the duration of the lease or rental period. While a unit is leased, all Tenants and Residents must be at least twenty-one (21) years of age except for children or other dependants who are members of a Tenants' Family. There ~~is~~ are no other restrictions on the age of ~~occupants~~ Occupants of units. All ~~occupants~~ Occupants under eighteen (18) years of age must be closely supervised at all times by an adult to insure that they do not become a source of annoyance to other ~~residents~~ Residents.

(Remainder of Article 12 Remains Unchanged, Except as Noted Above)

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Amendment: Article 21, Declaration of Condominium

~~21. **DEVELOPER'S RIGHTS AND DUTIES.** Notwithstanding any other provision of this Declaration, so long as the Developer or any successor in interest to the Developer holds any units in the Condominium for sale in the ordinary course of business, the following shall apply:~~

~~21.1 **Developer's Use.** Until the Developer has completed all of the contemplated improvements and has sold all of the units in the Condominium, neither the unit owners nor the Association, nor their use of the condominium property shall unreasonably interfere with the completion of the contemplated improvements or the sale of units. The Developer may make any use of the unsold units and the common elements as may reasonably be expected to facilitate completion and sales, including, but not limited to, maintenance of a sales office, display of signs, leasing units, and showing the units for sale to prospective purchasers. Developer reserves the right to use units for use as hospitality suites for prospective purchasers.~~

~~21.2 **Assignment.** All or any of the rights, privileges, powers and immunities granted or reserved to the Developer in the condominium documents may be assigned by the Developer to any person or entity without the consent of any other unit owner or any holder of a mortgage secured by any unit. In the event of the foreclosure of any mortgage owed by the Developer, or deed in lieu of such foreclosure, the person first acquiring title to such interest by reason of such foreclosure, or deed in lieu of foreclosure, shall succeed to all rights, powers, privileges and immunities of the Developer.~~

~~21.3 **Amendments by Developer.** The Developer has the right under the Condominium Act to amend this Declaration and any of its exhibits for certain specific purposes. Said amendments may be made and executed solely by the Developer and recorded in the Public Records of Lee~~

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~~County, Florida, and without any requirement of securing the consent of any unit owner, the Association, or the owner and holder of any lien encumbering a condominium parcel.~~

~~21.4 **Sales of Units.** The Developer shall have the right to sell or transfer any unit owned by it to any person, on such terms and conditions as it deems in its own best interest.~~

~~21.5 **Transfer of Association Control.** By electing a majority of the Directors, the unit owners other than the Developer assume control. At that time the Developer must deliver to the Association all property of the Association held or controlled by the Developer, and all items, and documents that the Developer is required to turn over to the Association under Florida law. The Developer may turn over control of the Association to unit owners other than the Developer before the statutory deadlines by causing all of its appointed Directors to resign, whereupon it becomes the affirmative obligation of unit owners other than the Developer to elect Directors and assume control. Provided at least sixty (60) days notice of the Developer's decision to cause its appointees to resign is given to unit owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with the resignations, if unit owners other than the Developer refuse or fail to assume control.~~

~~21.6 **Developer's Rights.** As long as the Developer holds units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer.~~

~~(A) Any assessment of the Developer as a unit owner for capital improvements.~~

~~(B) Any action by the Association that would be detrimental to the sales of units by the Developer. However, an increase in assessments for common expenses shall not be deemed to be detrimental to the sales of units.~~

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WITNESSES:
(TWO)

Signature

Printed Name

Signature

Printed Name

CONDOMINIUMS AT BARLETTA ASSOCIATION, INC.

BY: _____
Hugh Thomas, President

Date: Apr. 15, 2014

(CORPORATE SEAL)

STATE OF Florida)
) SS:
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 15th day of April 2014, by Hugh Thomas as President of Condominiums at Barletta Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced (type of identification) _____ as identification.

Notary Public State of Florida
Serena Ittenbach
My Commission FF 032122
Expires 11/21/2014

Notary Public

Printed Name

My commission expires: 11·21·2014

ACTIVE: 5653358_1

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