

This Instrument Prepared by:
Christopher J. Shields, Esq.
PAVESE LAW FIRM
1833 Hendry Street
Fort Myers, Florida 33901

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF CONDOMINIUM
FOR
TERRACE VI AT HERITAGE COVE, A CONDOMINIUM**

THE UNDERSIGNED, being duly elected and acting President and Secretary, respectively, of **TERRACE VI AT HERITAGE COVE ASSOCIATION, INC.**, a Florida not-for-profit corporation, do hereby certify that the resolution set forth below was approved, evidenced by a written statement or ballot, manifesting their intention that such amendment be adopted. The resolution was approved and adopted by the votes indicated for the purpose of amending the Declaration of Condominium for Terrace VI at Heritage Cove, a Condominium, as originally recorded in Official Records Book 3701, Page 2299 *et seq.*, and as may have been subsequently amended, in the Public Records of Lee County, Florida.

The following resolution was approved by at least at least two-thirds (2/3rds) of the voting interests present, in person or by proxy, and voting at a duly noticed meeting of the Association:

RESOLVED: That the Declaration of Condominium for Terrace VI at Heritage Cove, a Condominium be and are hereby amended, and the Amendments to the Declaration of Condominium for Terrace VI at Heritage Cove, a Condominium is in the form attached hereto as Exhibit "A."

RESOLVED: That the officers and directors are hereby instructed and authorized to execute the aforementioned document and cause it to be filed of Public Record, together with a Certificate of Amendment.

Dated this 8th day of March, 2011.

WITNESS #1:

Joe DeVecchia

Joe DeVecchia's

Printed Name of Witness

**TERRACE VI AT HERITAGE COVE
ASSOCIATION, INC.**

By: Marilyn C. Drew
Print Name: Marilyn Drew
Title: President

WITNESS #2:

[Signature]

Bill Mosher
Printed Name of Witness

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 8th day of March, 2011,
by Marilyn Drew, as President of TERRACE VI
AT HERITAGE COVE ASSOCIATION, INC., a non-profit Florida corporation, on behalf of the
corporation. He/She is personally known to me or has produced _____, as
identification and did not take an oath.

(SEAL)

Joe DeVecchis
Notary Public
Joe DeVecchis
Printed Name of Notary

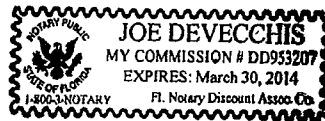


EXHIBIT "A"
AMENDMENTS
TO THE
DECLARATION OF CONDOMINIUM
FOR
TERRACE VI AT HERITAGE COVE, A CONDOMINIUM

The Declaration of Condominium for Terrace VI at Heritage Cove, a Condominium shall be amended, as follows (otherwise, all other provisions shall remain the same):

(New language is underlined; ~~deleted language~~ is struck-through)

1. Section 11.2 of the Declaration shall be amended as follows:

11.2 **Unit Owner Maintenance**. Each unit owner is responsible, at his own expense, for all maintenance, repairs, and replacements of his own unit and of certain limited common elements. The owner's responsibilities include, without limitation:

- (A) All screens, windows, window glass, and related hardware and frames.
- (B) The entrance door to the unit and its interior surface.
- (C) All other doors within or affording access to the unit.
- (D) The electrical, mechanical and plumbing fixtures, switches, valves, drains and outlets (including connections) located partially or entirely within the unit and serving only the unit.
- (E) The circuit breaker panel and all electrical wiring going into the unit from the panel.
- (F) Appliances, water heaters, smoke alarms and vent fans.
- (G) All air conditioning and heating equipment, thermostats, ducts and related installations serving the unit exclusively.
- (H) Carpeting and other floor coverings.
- (I) Door and window hardware and locks.

(J) Shower pans.

(K) The main water supply shut-off valve for the unit.

(L) Other facilities or fixtures which are located or contained entirely or partially within the unit and serve only the unit.

(M) All interior, partition walls which do not form part of the boundary of the unit.

(N) For the purposes of health, safety, and improving the cleanliness and appearance of the condominium, the Board of Directors may elect from time to time to provide by contract for the cleaning of the following: unit owner screens and hurricane shutters facing hallways and entryways, unit owner entry screen doors, unit owner entry doors, unit owner storage doors, and other items or areas as may be determined from time to time by the Board. This provision shall not be construed or interpreted to relieve the unit owners of their responsibility for maintenance, repair or replacement of any of the items listed above, or of any limited common elements as defined in this Declaration.

2. Section 12.6 of the Declaration shall be amended as follows:

12.6 Motor Vehicles; Parking. ~~No motor vehicle shall be parked anywhere on the condominium property except on a paved parking surface or under a covered space. No commercial trucks, or vehicles which are primarily used for commercial purposes, other than service vehicles temporarily present on business, nor any trailers, may be parked on the condominium property. Boats, boat trailers, trailers, semitrailers, house trailers, campers, travel trailers, mobile homes, motor homes, recreational vehicles, and the like, and any vehicles not in operable condition or validly licensed, may not be kept on the condominium property. For the purpose of the foregoing sentence, the term "kept" shall mean present for either a period of six (6) consecutive hours or overnight, whichever is less. Because the number of parking spaces is limited, the right of the occupants or owners of any unit to keep more than one motor vehicle in the Condominium may be limited or regulated by the Association. For purposes of this paragraph "kept" shall mean present for either a period of twelve (12) consecutive hours or overnight, whichever is less. No house trailer, mobile home, motor home and the like may be kept on the Condominium more than two (2) times in any month. Any vehicle parked in violation of this Section is subject to being towed away at the owner's expense without further warning. No motor vehicle (which by definition includes "motorcycles") shall be parked anywhere on the condominium property except in designated and assigned parking areas. No commercial trucks, or other vehicles which are primarily used for commercial purposes, other than service vehicles temporarily present on business, nor any trailers, may be parked on the condominium property. Trailers, boat trailers, semitrailers, house trailers, campers, travel trailers, mobile homes, motor homes, recreational vehicles, and the like, and any vehicles not in operable condition or validly licensed and insured, may not be kept on the condominium property. For the purpose of the foregoing sentence, the term "kept" shall mean present for either a period of six (6) consecutive hours or overnight, whichever is less. No vehicle with a wheel-base width over 82 inches, or a length which causes the rear of the vehicle to extend beyond the carport roof when properly parked shall be allowed to be parked in the limited common element covered parking spaces. A homeowner not in residence~~

shall maintain the right to keep a vehicle in the designated parking space, except that where a unit is leased, the owner may not store or keep a vehicle on condominium property. Because there are limited parking space, the Board of Directors may prohibit owners from keeping more than one (1) motor vehicles on the condominium property on a permanent basis. All vehicles parked on condominium property shall be kept reasonably clean and in good appearance. Decals and other markings must be in good taste as may be determined from time to time by the Board of Directors. Any vehicle which compromises the general appearance and esthetics of the property, or any vehicle in a condition that is detrimental to the appearance of the condominium, as may be determined by the Board of Directors, shall not be allowed.

(A) **“Commercial Vehicles”** means all vehicles of every kind whatsoever, which from viewing the exterior of the commercial markings, signs, lettering, displays, equipment, inventory, apparatus or otherwise indicates a commercial use.

(B) **“Trucks”** means any motor vehicle which is designed and used principally for the carriage of goods and includes a motor vehicle to which has been added a cabinet box, a bed, a platform, a rack, or other equipment for the purpose of carrying goods other than the personal effects of the passengers, whether or not said cabinet box, bed, platform or rack has been enclosed by a cap, “topper” or other enclosure. This definition shall specifically permit or allow non-commercial “pickup trucks”, and shall allow passenger “custom” and like vans (provided same are not “commercial” vehicles, as defined above) currently marketed under the following manufacturers name plates: Ford Freestyle, Chrysler Town & Country, Toyota Sienna, and all other vehicles of similar design and custom passenger vans to be parked on Condominium property. The term truck shall not include “Jeeps” if same do not have a cabinet box, bed, platform, box or rack, as described above and if same are not “non-passenger” vehicles, as described below; such as Ford Explorers, Chevrolet Suburbans, Jeep Cherokees, Honda Pilots and the like. These noncommercial SUV's are also permitted to be parked on Condominium property.

(C) **“Campers”** means all vehicles, vehicle attachments, vehicle toppers, trailers or other enclosures or devices of any kind whatsoever, manufactured, designed, marketed or used for the purpose of camping, recreation or temporary housing of people or their personal property.

(D) **“Trailers”** means any vehicles or devices of any kind whatsoever which are manufactured, designed, marketed or used to be coupled to or drawn by a motor vehicle.

(E) **“Mobile Homes”** means any structure or device of any kind whatsoever, which is not self-propelled but which is transportable as a whole or in sections, which is manufactured, designed, marketed or used as a permanent dwelling.

(F) **“Motor Homes”** or **“Recreational Vehicle”** means any vehicles which are self-propelled, built on a motor vehicle chassis, and which are primarily manufactured, designed, marketed or used to provide temporary living quarters for camping, recreational or travel use. Vehicles satisfying the foregoing criteria and which contain shower facilities, restroom facilities, and full cooking facilities shall be considered motor homes.

(G) No vehicle which is not currently licensed or cannot operate on its own power shall remain on the premises for more than twenty-four (24) hours. As used in this section, the term licensed shall mean that the vehicle displays, at all times, a license plate or license tag to which is affixed a sticker indicating that the vehicle is currently registered with the State of Florida or other state as the case may be. The Board, or any of the Board's agents, who has reasonable cause to believe that a vehicle is unable to operate on its own power shall affix a sticker thereto notifying the owner of the vehicle that it is considered to be in violation of the condominium rules and regulations. The owner of such vehicle shall have twenty-four (24) hours from the date and time affixed to the sticker to respond to the Board or its agent and demonstrate that the vehicle can operate on its own power. If the owner cannot so demonstrate or if the owner does not contact the Board, the vehicle may be towed at the owner's expense.

(H) Vehicle maintenance is not permitted on the condominium property. For purposes of this section, vehicle maintenance shall include, but not be limited to, changing of oil and other fluids, engine maintenance or repair, body maintenance or repair. Cleaning the interior of the vehicle, waxing and checking fluid levels is permissible. Exterior vehicle washing is permitted. Emergency repairs to vehicles such as changing a flat tire is allowed.

(I) In order to ensure the accessibility to the condominium property by fire, ambulance and other emergency personnel, the Board of Directors shall have the authority to establish parking policies. Said restrictions shall become enforceable upon providing each owner with notice thereof either through written notice to the owners or the posting of signs.

(J) In the case of a hybrid vehicle, no vehicle may be plugged into a common element or area outlet.

3. A new Section 12.7 shall be added to the Declaration as follows:

12.7 Use of Association Storage Areas and other Common Elements. The Board of Directors may, from time to time, elect to allow residents to park their bicycle in the storage rooms of the condominium and in other common element areas, and may purchase and install bicycle parking means (such as racks or standards) for this purpose where deemed safe and appropriate. The location of all resident bicycle parking will be assigned by the Board of Directors. Spaces shall be assigned and allocated by the Board taking into consideration factors such as proximity to the unit, activity and use by the owner, and the owners compliance with the rules and regulations regarding such storage.

4. Sections 13 and 14 of the Declaration shall be amended and combined as follows:

13. LEASING OF UNITS. All leases of units must be in writing. A unit owner may lease only his entire unit, and then only in accordance with this Section. The ability of a unit owner to lease his unit is a privilege, not a right. The privilege may be revoked by the Board of Directors if it is abused by the unit owner, or the owner fails or refuses to follow the required procedures:

13.1 Procedures:

~~— (A) **Notice.** An owner intending to lease his unit must give to the Board of Directors (or its designee) written notice of such intention at least five (5) days prior to the starting date of the proposed lease, together with the name and address of the proposed lessee, and other information about the lessee or the lease that the Board may reasonably require;~~

~~— (B) **Failure to Give Notice.** Any lease entered into without notice in violation of the above provisions shall, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee by summary proceedings without securing consent to such eviction from the unit owner.~~

~~13.2 **Term of Lease and Frequency of Leasing.** The minimum lease term is ninety (90) consecutive days. No lease may begin sooner than ninety (90) days after the beginning of the last lease. No subleasing or assignment of lease rights by the lessee is allowed;~~

~~13.3 **Occupancy During Lease Term.** No one but the lessee and his family within the first degree of relationship by blood, adoption or marriage may occupy the unit. The total number of overnight occupants of a leased unit is limited to six (6) persons. No pets are permitted;~~

~~13.4 **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;~~

~~13.5 **Regulation by Association.** All of the provisions of the condominium documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a unit as a lessee or guest to the same extent as against the owner. The Association may require lessees to post a security deposit as provided by law to protect against damage to the common elements. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the condominium documents, designating the Association as the owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease agreement, whether oral or written, and whether specifically expressed in such agreement or not.~~

~~14. **OWNERSHIP OF UNITS.** The transfer of ownership of units shall be subject to the following restrictions:~~

~~14.1 **Notice to Association.** An owner intending to sell his unit shall give the Association written notice of such intent at least seven (7) days prior to the closing of the sale, including the name of the purchaser and such other information about the purchaser as the Association may reasonably require. A new owner acquiring title shall provide to the Association a copy of the recorded deed, or other instrument evidencing title, within thirty (30) days after the transfer occurred;~~

~~14.2 **Life Estate.** A unit may be subjected to a life estate, either by operation of law or by a voluntary conveyance. In that event, the life tenant shall be the regular member of the Association from such unit, and occupancy of the unit shall be as if the life tenant was the only owner. The life tenant shall~~

be liable for all assessments and charges against the unit. Any consent, approval or vote required may be given by the life tenant, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights.

13. SALES OR LEASING OF UNITS. All sales agreements or leases of units or rentals of units must be in writing. A unit owner may sell, lease or rent only his entire unit, and then only in accordance with this Section. The privilege to rent or lease may be revoked by the Board of Directors if it is abused by the unit owner, or the owner fails or refuses to follow the required procedures.

13.1 Procedures.

(A) Notice. An owner intending to sell or rent his unit must give to the Board of Directors (or its designee) written notice of such intention at least fifteen (15) days prior to the starting date of the proposed transfer together with the name and address of the proposed transferee, and other information about the transferee or the sale that the Board may reasonably require.

(B) Failure to Give Notice. Any sale or lease entered into without notice in violation of the above provisions shall, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the transferee by summary proceedings without securing consent to such eviction from the unit owner.

13.2 Term of Lease and Frequency of Leasing. The minimum lease term is ninety (90) consecutive days. No lease may begin sooner than ninety (90) days after the beginning of the last lease. No unit owner is permitted to rent or lease their unit unless the unit owner is in compliance with all the governing documents of the Association including but not limited to current payment of all maintenance fees, assessments or other sums due and owing to the Association. In addition, if the unit owner ever becomes delinquent in the payment of these sums during the pendency of any lease or rental, the unit owners privilege to lease shall cease and the Association shall be entitled to treat the lease or rental null and void and take any further action it deems advisable to terminate the lease and the possession by the tenant. Only furnished units shall be available for leases of less than one (1) year. The Board is empowered to make an exception to the minimum lease or rental term, but only in the case of a hardship and only where written permission is requested and granted prior to any said occupancy. No subleasing or assignment of lease or rental rights by the lessee is allowed.

13.3 Occupancy During Lease Term. No one but the lessee or tenant and his family within the first degree of relationship by blood, adoption or marriage may occupy the unit. No pets are permitted.

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

13.5 Life Estate. A unit may be subjected to a life estate, either by operation of law or by a voluntary conveyance. In that event, the life tenant shall be the regular member of the Association from such unit, and occupancy of the unit shall be as if the life tenant was the only owner. The life tenant shall be liable for all assessments and charges against the unit. Any consent, approval or vote required may be given by the life tenant, and the consent or approval of the holders of the remainder interest shall

not be required. If there is more than one life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights.

13.6 Regulation by Association.

(A) All of the provisions of the condominium documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a unit as a lessee, tenant, or guest to the same extent as against the owner. The Association may require lessees or tenants to post a security deposit as provided by law to protect against damage to the common elements. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the condominium documents, designating the Association as the owner's agent with the authority to terminate any lease agreement and evict the tenants in the event of breach of such covenant, shall be deemed to be included in every lease or rental agreement, whether oral or written, and whether specifically expressed in such agreement or not.

(B) The Board of Directors shall have the authority to approve all sales and leases which authority may be delegated to a committee of unit owners. The Board shall have the authority to promulgate or use a uniform lease or rental application and require such other information from the proposed buyers or transferees as is appropriate under the circumstances. The Board shall have the right to delegate the screening of proposed tenants to a committee, or a commercial tenant screening concern. The Association may charge a fee for consideration of lease applications which shall not exceed the maximum fee prescribed by law.

(C) All leases or rentals shall be on a uniform form of lease if so promulgated by the Association. Uniform leases and all others will provide or shall be deemed to provide that the tenants have read and agreed to be bound by the various restrictions contained in the Declaration of Condominium, Articles of Incorporation, Bylaws of the Association, and Rules and Regulations (hereinafter "documentary regulations"). The uniform lease and other leases shall further provide or be deemed to provide that any violation of the applicable documentary regulations shall constitute a material breach of the lease and subject the tenant to eviction. If a tenant fails to abide by the applicable documentary regulations, the unit owners shall be responsible for the conduct of the tenant. The unit owner shall have the duty to bring his tenants' conduct into compliance with the documentary regulations by whatever action is necessary, including without limitation, the institution of eviction proceedings. If the unit owner fails to bring the conduct of the tenant into compliance with the documentary regulations, the Association shall have the authority to act as agent of the owner to undertake whatever action is necessary to abate the tenants' noncompliance with the documentary regulations, including without limitations, the right to institute an action for eviction against the tenant in the name of the Association. 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 in the same manner as common expense charges.

(D) Upon receipt of all information and fees required by Association, the Association shall have the duty to approve or disapprove all proposed transfers within fifteen (15) days of receipt of such information for approval. All requests for approval not acted upon within

fifteen (15) days shall be deemed approved. If the Association disapproves a proposed transfer, the unit owner shall receive a short statement indicating the reason for the disapproval, and the transfer shall not be made. The Association shall have no duty to provide an alternate buyer nor shall it assume any responsibility for the denial of a sale application if any denial is based upon any of the following reasons:

(1) The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude.

(2) The application for approval on its face, or the conduct of the applicant, indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the condominium. By way of example, but not limitation, an owner allowing a tenant or transferee to take 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 applicable restrictions.

(3) 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 social organizations or associations, or by his conduct in this condominium as a tenant, unit owner or occupant of a unit.

(4) The person seeking approval has failed to provide the information, fees, or appearances required to process the application in a timely manner.

(5) All assessments, fines and other charges against the unit have not been paid in full.

(6) The proposed occupant makes any material misrepresentation during the application process, which shall justify retroactive disapproval of the application upon discovery of the misrepresentation.

(7) The amount of acquisition financing exceeds eighty percent (80%) of the purchase price.

5. A new Section 14 shall be added to the Declaration as follows:

14. **Guest Occupancy.** A "guest" is defined as a person who enters upon the condominium property at the invitation of a unit owner, (or their respective families) for the purpose of visiting the unit owner (or his respective family), or utilizing the Condominium Property. Guests are not permitted to bring a pet of any kind to the Condominium. Use or visitation without consideration (payment) distinguishes a guest usage from a tenancy. There are various types of guest uses, which are regulated as follows:

(A) **Non-Overnight Visitation by Guests When Unit Owner is in Residence.** There is no restriction against this type of guest usage, provided that same does not create a nuisance or annoyance to other condominium residents, nor prevent their peaceful enjoyment of the premises. The Association may restrict guest visitation relative to convicted felons, including but not limited to

registered sex offenders. Non-overnight guests need not be registered with the Association. Non-overnight guests shall be entitled to use the Condominium facilities only when accompanied by the unit owner (or an adult resident member of the unit owner's family). The Board may establish additional restrictions on non-overnight guest usage of Condominium facilities, such as maximum numbers of guests who may use common facilities, maximum numbers of common facility usages per guest, and the like.

(B) Overnight Guests When Unit Owner is in Residence. Unit owners (and their respective family) may have related or unrelated overnight guests, so long as the unit owner is in simultaneous residence. There is no requirement for registration of overnight guests with the Board. The Association may restrict or prohibit guest visitation by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses. Under no circumstances may more than eight (8) persons (including the Unit Owner, and his family) sleep overnight in any unit.

(C) Non-Overnight Guests in the Absence of the Unit Owner. Unit owners are not permitted to have non-overnight guests when the unit owner is absent from the Condominium. Unit owners may have their units inspected by caretakers, family members, etc. However, such individuals shall not be permitted to use Condominium facilities, such as recreational facilities.

(D) Overnight Guests in the Absence of the Unit Owner. Unit Owners are permitted to have overnight guests in the absence of the unit owner subject to the following conditions, and such other rules and regulations as may be deemed necessary by the Board to effectuate the residential, non-transient nature of this Condominium.

(1) Non-Related Overnight Guests in the absence of the owner will be limited to two (2) occupancies per calendar year. The limitation of unit density in Article 14(B) applies. Ten (10) days' prior notice to the Association is required.

(2) Related Overnight Guests may occupy a unit in the absence of the owner. For the purpose of this clause, "related" means all persons who are staying in the unit on an overnight basis, in the absence of the owner, are related to the unit owner or primary occupant (by blood, marriage, or adoption) to the following degree: parent, grandparent, child, grandchild, or sibling. The limitation on unit density in Article 14(B) applies. Ten (10) days' prior notice to the Association is required.

(E) Additional Board Authority. The Board may promulgate such rules, policies, and procedures as are necessary to implement this Article. In the event that unit owners are suspected of circumventing rental restrictions by receiving consideration for occupancies which are held out as guest occupancies, the Association may require proposed guest occupants to submit proof of familial relationship, an affidavit as to absence of payment for the right to occupy the premises, and the like.