

This instrument prepared by:
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Fort Myers, Florida 33901
(239) 334-2195

CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
HERITAGE COVE I

The Undersigned, being duly elected and acting **President and Secretary** of **HERITAGE COVE I HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation not-for-profit, do hereby certify that the amendment set forth below was approved, as evidenced by a written statement or ballot manifesting the intention that such amendment be adopted. The amendment was approved and adopted by the votes indicated for the purposes of amending the Declaration of Covenants, Conditions, and Restrictions for Heritage Cove I originally recorded in Official Records Book 3242, Page 2406, *et seq.*, in the Public Records of Lee County, Florida, as may have been subsequently amended.

The following amendment was approved by the affirmative vote of not less than two-thirds (2/3rds) of those voting interests present, in person or by proxy, and voting at a duly noticed Annual Membership Meeting of the Association:

Resolved: That the Declaration of Covenants, Conditions, and Restrictions for Heritage Cove I be, and hereby is, amended, and that the amendments to the aforementioned document are adopted in the form attached hereto as Exhibit "A" and made a part hereof; and

Further Resolved: That the Officers and Directors are hereby instructed and authorized to cause the aforementioned document to be filed in the public record, together with a Certificate of Amendment.

Dated this 28th day of March, 2023

WITNESSES (2):

**HERITAGE COVE I HOMEOWNERS
ASSOCIATION, INC.**

Sign: [Signature]
Print: Janette Mackesy

Sign: [Signature]
Print: Jan Pistorio

Sign: [Signature]
Print: THOMAS H. McJEE
Title: President

WITNESSES (2):

Sign: _____
Print: Janelle Mackosy
Sign: [Signature]
Print: Jan Pistorio

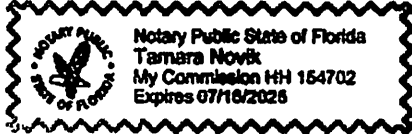
ATTEST:

Sign: [Signature]
Print: DEBORAH A. DIMAGGIO
Title: Secretary

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of (check one) physical presence or online notarization this 28th day of MARCH, 2023, by DEBORAH A. DIMAGGIO, as President of HERITAGE COVE I HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation, who (check one) is personally known to me, or produced the following identification:

(Notary Seal/Stamp)



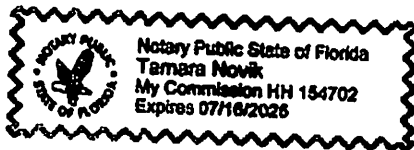
Notary Public - State of Florida

Sign: [Signature]
Print: TAMARA NOVIK
My Commission Expires: 7-16-2025

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of (check one) physical presence or online notarization this 28th day of MARCH, 2023, by THOMAS MCGEE, as Secretary of HERITAGE COVE I HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation, who (check one) is personally known to me, or produced the following identification:

(Notary Seal/Stamp)



Notary Public - State of Florida

Sign: [Signature]
Print: TAMARA NOVIK
My Commission Expires: 7-16-2025

Exhibit "A"

AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
HERITAGE COVE I

The Declaration of Covenants, Conditions, and Restrictions for Heritage Cove I, originally recorded in Official Records Book 3242, Page 2406, et seq., in the Public Records of Lee County, Florida, as may have been subsequently amended, shall be amended as follows (otherwise, all provisions shall remain the same):

Note: Language to be added is underlined and language to be deleted is ~~struck through~~.

* * * * *

ARTICLE 9 – GENERAL COVENANTS AND USE RESTRICTIONS

*Article 9, Sections 9.1, 9.2, 9.4 through 9.14, and 9.16 through 9.23 shall remain unchanged.
Article 9, Sections 9.3 and 9.15 shall be amended as follows:*

~~9.3 Leasing. An owner may lease his Living Unit without prior Association approval, subject to the following restrictions and conditions:~~

~~(A) The lease must be written, and a fully executed copy must be provided to the Association not less than three (3) days before the beginning of the lease term, together with such other information about the tenant as the Board may reasonably require.~~

~~(B) No Living Unit may be leased or rented for a term of less than thirty (30) consecutive days.~~

~~(C) No subleasing or assignment of lease rights is allowed. All of the provisions of the Heritage Cove I Documents and the Use Restrictions of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Living Unit as a lessee or guest to the same extent as against an owner, and a covenant on the part of each occupant to abide by the rules and regulations (Use Restrictions) of the Association and the provisions of the Documents, designating the Association as the owner's agent, with the authority to terminate any lease and evict the tenant in the event of violations by the tenant of such covenant, shall be deemed to be included in every lease whether oral or written, and whether specifically expressed in such lease or not.~~

9.3 Leasing. The lease of a Lot (which, as used in this Section 9.3 shall be deemed to include the Living Unit located thereon, and reference to a Living Unit shall, where appropriate, be deemed to include the Lot on which the Living Unit is located) is defined as the grant by an Owner of a temporary right to occupy the Owner's Living Unit for valuable consideration, whether monetary or otherwise. Anyone occupying a Living Unit in the absence of an Owner, regardless of whether consideration is involved, shall be considered a tenant and subject to the approval provisions of this Section 9.3 as if the Living Unit were being leased by the individual. No individual rooms may be rented and no transient tenants may be accommodated. In addition, listing one's Living Unit as being available for transient-based use by others on an internet-based room or house sharing service shall be proof that the Owner is not in compliance with this restriction and seeks

to violate same. Subleasing is prohibited. The privilege to rent or lease may be revoked by the Board of Directors if it is abused by the Owner, if the occupants persistently violate the governing documents which shall be determined in the sole discretion of the Board, or if the Owner fails or refuses to follow the required procedures. No Living Unit may be rented for a period of less than ninety (90) consecutive days and no Living Unit may be rented more than three (3) times in any calendar year. Leases may be extended or renewed, subject to Board approval.

(A) Board Right of Approval. The Board 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 Living Unit after initial approval shall be subject to a separate application and approval process. No person may reside in a Living Unit as a tenant, Family member of a tenant, occupant or otherwise without prior approval of the Board. 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 occupants as the Board deems appropriate under the circumstances. The Board may require an interview of any proposed tenant and all proposed occupants of the Living 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 occupants with seven (7) days' notice, without securing consent to such eviction from the Owner.

(B) Approval Process; Disapproval. All leases must be in writing. Any Owner intending to lease his Living Unit shall submit to the Association the name(s) of the proposed tenant(s) and all proposed occupant(s), a copy of the proposed lease, an application and any other information requested by the Association including, but not limited to, consenting to and paying for a background search which the Association shall have the right to request, and pay any application fee and/or expense incurred by the Association for ordering a background search of the proposed tenant(s) and all proposed occupant(s), at least fifteen (15) days in advance of the commencement of the lease or renewal or extension term. Upon receipt of all information and fees required by the Association and an interview (if requested by the Board), the Board shall have the duty to approve or disapprove all proposed leases within fifteen (15) days of receipt of such information for approval and the completion of the tenant/occupant interview (if required), by sending written notification to the Owner or to the Owner's representative within such time frame. All requests for approval not acted upon within fifteen (15) days of receipt of such information for approval and the completion of the tenant/occupant interview (if required) shall be deemed approved. Applications for renewals or extensions of lease agreements shall be submitted at least fifteen (15) days in advance of the expiration of the lease agreement. 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 for cause based on the following factors:

1. The person seeking approval (which shall hereinafter include all proposed occupants) has been convicted of or has pleaded no contest to or is pending trial for charges that could amount to:

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

- b. a felony demonstrating dishonesty or moral turpitude within the past ten (10) years;
 - c. a felony involving illegal drugs within the past ten (10) years;
 - d. any other felony in the past five (5) years; or
 - e. a felony involving sexual battery, sexual abuse, or lewd and lascivious behavior regardless of when that conviction occurred.
2. 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;
3. The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts within the last five (5) years;
4. The person seeking approval is currently on probation, community control, bonded or pending trial on charges which, if convicted, would result in a violation of paragraphs 1 or 2 hereof;
5. 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 Governing 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 Governing Documents and may constitute grounds for denial;
6. 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 Neighborhood as a tenant, occupant or guest;
7. The Owner or person seeking approval has failed to provide the information, fees, or appearances required to process the application in a timely manner;
8. All Assessments, fines and other Charges and monetary obligations against the Lot and/or Owner have not been paid in full;
9. The person seeking approval has failed to provide proof of age or failed to meet the age restrictions as provided in Article 17 of this Declaration.

(C) Application Fees. The Association shall have the authority to require Owner or tenant to pay a transfer fee for each applicant in an amount determined by the Board which amount shall be at least \$100.00 per applicant. In addition, the Association shall have the authority to require a background check and credit report for each tenant and any proposed occupants the actual cost of which shall be borne by the Owner or tenant and any proposed occupants, at least \$55.00 per inquiry. In addition, the Association may charge an administrative

fee in an amount determined by the Board which amount shall be at least \$100.00 per application.

(D) Tenant Conduct; Remedies. The Board shall have the authority to promulgate a uniform lease or lease addendum. All leases shall include the Association's uniform lease or lease addendum, if so promulgated by the Board. Said uniform lease and/or lease addendum and all other leases shall provide, or be deemed to provide, that the tenant and all occupants have read and agreed to be bound by the Governing Documents. The lease addendum and other leases shall further provide or be deemed to provide that any violation of the Governing Documents shall constitute a material breach of the lease and subject the tenant to eviction as well as any other remedy afforded by the Governing Documents or Florida law. If a tenant, occupant, guest, or invitee fails to abide by the Governing Documents, the Owner(s) shall be responsible for the conduct of the tenants, occupants, guests, and invitees and shall be subject to all remedies set forth in the Governing Documents and Florida law, without waiver of any remedy available to the Association as to the tenant. The Owner shall have the duty to bring his tenant's conduct (and that of the other occupants, guests and invitees) into compliance with the Governing Documents by whatever action is necessary, including, without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Owner fails to bring the conduct of the tenant into compliance with the Governing 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 Owner to undertake whatever action is necessary to abate the tenant's noncompliance with the Governing Documents (or the noncompliance of other 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 Owner. The Association shall have the right to recover any costs or fees, including attorneys' fees, incurred in connection with such actions, from the Owner which shall be secured by a continuing lien in the same manner as Assessments, 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 Living 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 costs and expenses of collection.

(E) Liability. The liability of the Owner under the Governing Documents shall continue notwithstanding the fact that he may have leased or rented his Living Unit.

(F) Use of Common Areas. To prevent overtaxing the facilities, an Owner whose Living Unit is leased may not use the Common Areas during the lease term.

THE DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE FINANCIAL FEASIBILITY OF RENTING OR THE INCOME TO BE DERIVED THEREFROM. ANY OWNER WHO DESIRES OR INTENDS TO RENT HIS LIVING UNIT MUST INDEPENDENTLY DETERMINE AND ASSUME RESPONSIBILITY FOR THE FEASIBILITY OF RENTING, AND SHOULD CONSULT HIS OWN ADVISOR WITH RESPECT TO THE TAX CONSEQUENCES AND ECONOMIC ADVANTAGES OF OWNERSHIP.

9.15 Parking and Storage of Motor Vehicles.

(A) No commercial vehicle of any kind shall be parked in the Neighborhood, except for service vehicles temporarily present on business. For the purpose of this Section 9.15, "commercial vehicles" means all vehicles of every kind whatsoever, which from viewing the exterior of the commercial marking, lettering, signs, displays, equipment, inventory, apparatus or otherwise indicates a commercial or business use.

(B) No boat, trailer of any kind, semitrailer, recreational vehicle, house trailer, camper, mobile home, motorhome, bus, dual rear-wheel pickup truck, truck with a fifth wheel hitch, commercial truck, truck camper, pick-up truck or disabled, inoperative or unlicensed vehicle shall be permitted to be parked, kept or stored unless kept fully enclosed inside a structure. For purposes of this paragraph only, an open carport is not deemed to be a structure. For purposes of this paragraph "kept" shall mean present for any period of twelve (12) consecutive hours, ~~whichever is less. No house trailer, mobile home, motor home and the like may be kept in the Neighborhood 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 notice. The following definitions shall be applicable for the purposes of this Section 9.15:

1. "Boat" means anything manufactured, designed, marketed, or used as a craft for water flotation, capable of carrying one or more persons, or personal property, and includes, without limitation, all vessels, watercraft, yachts, powerboats, jet skis, sailboats, houseboats, rafts, dinghies, kayaks, canoes, and the like.
2. "Camper" means any vehicle, vehicle attachment, vehicle topper, camper trailer or other enclosure or device of any kind whatsoever, manufactured, designed, marketed or used for the purpose of camping, recreation or temporary housing of people or their personal property. "Camper" includes, without limitation, pop-ups, A-frames, teardrops, pull-behinds, and the like.
3. "Trailer" means any vehicle or device of any kind whatsoever which is manufactured, designed, marketed or used to be coupled to or drawn by a motor vehicle and includes, without limitation, hitch mount cargo carriers, cargo trailers, heavy duty trailers, utility trailers, travel trailers, box trailers, dump trailers, tow trailers, car trailers, and the like, whether open or enclosed.
4. "Mobile Home" 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. "Mobile Home" shall also include manufactured homes, tiny houses, stick-built homes, kit homes, park models, and the like.
5. "Motorhome" or "Recreational Vehicle" means any vehicle which is self-propelled, built on a motor vehicle chassis, and which is primarily manufactured, designed, marketed or used to provide temporary living quarters for camping, recreational or travel use, and also includes pull-behind travel trailers which are primarily manufactured, designed, marketed or used to provide temporary living

quarters for camping, recreational or travel use. A vehicle classified as a camper, bus, cargo van, or similar shall be classified as a motor home or recreational vehicle if it meets the foregoing criteria. Vehicles satisfying the foregoing criteria, and vehicles not satisfying the foregoing criteria, but which contain shower facilities, restroom facilities, and full cooking facilities, shall be considered motorhomes or recreational vehicles and shall not be permitted to be parked anywhere in the community except that Members may have twenty-four (24) hours before departing or returning from a trip to load and unload the motorhome or recreational vehicle. The dumping or releasing of any materials or waste from a motorhome or recreational vehicle is strictly prohibited. For the purposes of this Section 9.15, "Recreational Vehicle" shall also include ATV's, dune buggies, golf carts, and the like which are manufactured for recreational purposes.

(C) No motor vehicle shall be parked anywhere other than on the Member's respective driveway, paved or designated areas designated for that purpose, or in garages. Parking on lawns or landscaped areas is prohibited. Except for dual rear-wheel trucks and trucks with fifth wheel hitches which must be parked in a fully enclosed structure, pickup trucks may be parked on the Member's respective driveway and/or in a garage, so long as the pickup truck is not otherwise used for commercial purposes thus transforming it into a commercial vehicle in violation of this Section 9.15.

(D) No motor vehicle shall be used as a domicile or residence, either permanent or temporary while in the Neighborhood.

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