

Prepared by and Return to:
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Adamczyk Law Firm, PLLC
9130 Galleria Court, Suite 201
Naples, Florida 34109

CERTIFICATE OF AMENDMENT

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR THE COVE

THIS CERTIFICATE OF AMENDMENT to the Declaration of Covenants, Conditions, and Restrictions for The Cove is made and executed this 23rd day of AUGUST 2023, by The Cove Homeowners Association of Naples, Inc., a Florida not-for-profit corporation (the "Association").

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions for The Cove was recorded in Official Records Book 2473, Page 3272, *et. seq.*, as the same may be amended, in the Official Records of Collier County, Florida (hereafter referred to as the "Declaration");

WHEREAS, the Association desires to amend the Declaration;

WHEREAS, the Association hereby certifies that, at the Annual Member's Meeting held on March 30, 2023 which was properly adjourned and reconvened on April 27, 2023 and subsequently properly adjourned and reconvened on June 22, 2023, the following amendment to the Declaration, specifically Article V, Section 2.W. of the Declaration of Covenants, Conditions, and Restrictions for The Cove was approved by a proper percentage of the Association's voting interests, attached hereto and incorporated by reference.

(Signatures on following page)

WITNESSES (TWO):

THE COVE HOMEOWNERS ASSOCIATION OF NAPLES, INC.

[Signature]
Signature

[Signature]
By: Andrew James
Title: President

Patricia James
Printed Name

Date: 8/23/23

[Signature]
Signature

Brittany Tollett
Printed Name

(CORPORATE SEAL)

STATE OF Florida
COUNTY OF Collier

BEFORE ME, the undersigned authority, appeared Andrew James, as President of THE COVE HOMEOWNERS ASSOCIATION OF NAPLES INC., who is personally known to me or who has produced _____ identification, and who acknowledged before me that being duly authorized and executed the foregoing Certificate of Amendment as the authorized agent for said corporation and that the same is the free act and deed of said corporation, and who did take an oath.

SWORN TO AND SUBSCRIBED before me this 23rd day of August, 2023.



Brittany Tollett
Notary Public
Brittany tollett
(Printed Name of Notary)
My Commission Expires: 10/4/25

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

Note: Words ~~stricken~~ are deletions; words underlined are additions.

Article V, Section 2.W.

W. Costs and Legal Fees: Any Owner who fails or refuses to correct threatening, harassing or nuisance conduct, or such other violation of The Cove's Governing Documents, including any rules and regulations or guidelines adopted pursuant thereto, following written warning and a reasonable opportunity to comply, shall be responsible for legal fees and expenses incurred by the Association to compel compliance. Said fees and expenses shall include pre-litigation demands and notices sent by the Association's attorney and shall be an individual assessment and lien against the Owner's Parcel if not paid upon demand. Further, the prevailing party in any action or proceeding arising because of an alleged failure of an Owner to comply with the terms of The Cove's Governing Documents, and any and all rules and regulations or guidelines adopted pursuant thereto, as they may be amended from time to time, shall be entitled to recover the attorneys', paralegals', expert witnesses', consultants', and other fees and all out-of-pocket costs actually incurred by that party at all arbitration, pretrial, trial and appellate levels, including those incurred in enforcing and excising such right of recover, in all cases, regardless of whether such costs are not specifically taxable, within the court's discretion to tax or generally considered to not be taxable. An Owner shall be liable for the cost of any maintenance, repairs or replacement of any of the Common Area caused by the negligent conduct or intentional acts of Owner, his family, lessees, invitees and guests or by the failure of an Owner to comply with the lawfully adopted rules and regulations of the Association. Such charges shall be levied as a specific or individual assessment against such Owner individually, secured by a lien against the Lot as provided in the Declaration.