

Prepared by and Return to:
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**CERTIFICATE OF AMENDMENT TO
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 30th day of April 2024, 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.*, in the Public Records of Collier County, Florida, (hereafter referred to as the "Declaration");

WHEREAS, the Association desires to amend the Declaration; and

WHEREAS, the Association hereby certifies that a quorum of the voting interests of the entire membership of the Association were present in person or by proxy at a Special Member's Meeting held on January 25, 2024, and that the members, upon proper motion and approval, announced the reconvened Special Member's Meeting of the members to be held on February 29, 2024. A quorum of the voting interests of the entire membership of the Association were present in person or by proxy at the reconvened Special Member's Meeting held on February 29, 2024, and that the members, upon proper motion and approval, announced a second reconvened Special Member's Meeting of the members to be held on March 28, 2024 before properly adjourning. A quorum of the voting interests of the entire membership of the Association were present in person or by proxy at the reconvened Special Member's Meeting held on March 28, 2024, and that the members, upon proper motion and approval, announced a third reconvened Special Member's Meeting of the members to be held on April 24, 2024 before properly adjourning. At that third reconvened Special Member's Meeting held on April 24, 2024, at which there was a quorum present in person or by proxy, the following amendments to Article XVII of the Declaration were 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

DONALD S. BOYD
Printed Name

Title: President
Date: 4/30/2024

Address: 4850 Tamiami Trail N, Ste. 301
Naples, FL 34103

[Signature]
Signature

Brittany Convan
Printed Name

Address: 4850 TAMMIAMI TRL N. Ste. 301
Naples, FL 34103

(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 30th day of April, 2024.

Madina Ruffini
Notary Public

Madina Ruffini
(Printed Name of Notary)

My Commission Expires: March 6, 2028



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

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

Amendment

Declaration; Article XVII.

ARTICLE XVII

CONVEYANCES

In order to assure a community of congenial residents and thus protect the value of the Units in The Cove, the sale, transfer, or lease of Units shall be subject to the following provisions, except that the regulations on rental agreements for leased Units shall not apply to current leases (or renewals or extensions thereof to the same tenant) and shall not apply to Owner-landlords who own record title to a Unit as of the date this amendment is recorded in the Collier County Public Records.

1. **Notice to Association.** The Unit Owner shall notify the Association in writing of his or her intention to sell, transfer, or lease his or her Unit and furnish with such notification a copy of the contract for purchase and sale, a copy of the documents transferring title, or a copy of the lease, whichever is applicable. ~~Except as provided below, it is not~~ the intention of this Article to grant to the Association a right of approval or disapproval of purchasers or lessees. It is, ~~however~~, the intent of this paragraph to impose an affirmative duty on the Unit Owners to keep the Association fully advised of any changes in occupancy or ownership for the purposes of facilitating the management of the Association's membership records. As this Article is a portion of the Declaration which runs with the land, any transaction which is conducted without compliance with this Article may be voidable by the Association.

2. **Lease Agreement Terms.** Any and all lease agreements between an Owner and a lessee of such Owner shall be in writing, shall provide for a term of not less than four (4) months, and must provide that the lessee shall be subject in all respects to the terms and provisions of this Declaration and that any failure by the lessee under such lease agreement to comply with such terms and conditions shall be a material default and breach of the lease agreement. Unit Owners are not permitted to lease a Unit until at least eighteen (18) months have transpired from the date of taking title to the Unit (the "holding period"). During the eighteen (18) month holding period, the Unit must be occupied by the Unit Owner or the Unit Owner's family. The lease agreement shall also state the party who will be responsible for the assessments as stated above, and it shall be the obligation of all Unit Owners to supply the Board with a copy of said written agreement prior to the lessee occupying the premises. Unless provided to the contrary in a lease agreement, ~~an~~ Unit Owner, by leasing his Unit, automatically delegates his right of use and enjoyment of the Common Areas and facilities to his lessee; and in so doing, said Owner relinquishes said rights during the term of the lease agreement.

3. **Association Approval.** Upon receipt of a copy of the contract for purchase and sale, the transfer documents, or a copy of the lease, the Association shall within ~~ten (10)~~ twenty (20) business days, issue a Certificate indicating the Association's approval of the transaction. All extensions or renewals of existing leases, must be approved in writing by the Association at the expiration of the

lease term and/or at least every twelve (12) months. In the event of a sale, it shall then be the responsibility of the purchaser to furnish the Association with a recorded copy of the deed of conveyance indicating the owner's mailing address for all future assessments and other correspondence from the Association. Provided, however, prior to the issuance by the Association of a Certificate indicating the Association's approval of the transaction, the purchaser or lessee shall be required to comply with the Rules and Regulations of the Association. The Association's approval that is required for the transfer of ownership of units or the leasing of units shall be obtained in the following manner:

A. A Unit Owner intending to make a bona fide sale, gift of his or her unit, lease, or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended purchaser, donee, or tenant, and such other information as the Association may reasonably require. If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Association at its election and without notice, may approve or disapprove of the transaction, lease, or ownership. The Association may conduct background checks and require a personal interview with any purchaser, donee, tenant and his or her spouse, if any, as a pre-condition of approval.

B. If the Association shall disapprove a transfer of ownership of a Unit or a lease of a Unit, the matter shall be disposed in the following manner:

(i) With Good Cause. Approval of the Association shall be withheld for good cause only if a majority of the whole Board of Directors so votes. Only the following may be deemed to constitute good cause for disapproval:

(ii) The person seeking approval or their spouse or any other person which is a proposed occupant has been convicted within the past ten (10) years of a crime involving violence to persons or property, or a crime involving sale or possession of a controlled substance, or a crime demonstrating dishonesty or moral turpitude, or is a registered sexual predator or sexual offender;

(iii) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;

(iv) The application on its face gives the Board reasonable cause to believe that the applicant intends to conduct himself or herself in a manner inconsistent with the covenants and restrictions applicable to The Cove;

(v) The person seeking approval, their spouse and/or significant other, or any other proposed occupant has a history of disruptive behavior or disregard for the rights or property of others;

(vi) The person seeking approval, their spouse and/or significant other, or any other proposed occupant has evidenced an attitude of disregard for Association rules by his or her conduct in The Cove as a tenant, Unit Owner, or occupant of a Unit;

(vii) The person seeking approval, their spouse, or any other proposed occupant has failed to provide the information, fees, or interviews required to process the application in a timely manner or provided false or misleading information during the application process;

(viii) The transaction, if a sale or gift or lease was concluded by the parties without having sought and obtained the prior approval required herein or provided proper advance notice as

required herein:

(ix) If the proposed transaction is a lease and the Unit Owner is delinquent in the payment of assessments, fines, or any other monetary obligations to the Association at the time the application is considered;

(x) If the Unit Owner has a history of leasing his or her Unit without obtaining approval, or leasing to troublesome lessees, and/or refusing to control or accept responsibility for the occupancy of his or her Unit; or

C. Disapproval by the Association. If the Association disapproves a transfer of ownership of a Unit or the lease of a Unit for good cause as provided for in section B. (above), the transfer or lease shall not be made and shall be void.

D. Fees for Processing Applications for Approval. Whenever the approval of the Association is required to allow the sale, lease, or other transfer of an interest in a Unit, the Association may charge a pre-set fee for processing the sale, lease, or other transfer review and conducting any background checks and/or credit checks on protective purchasers, lessees, or transferees. Said pre-set fee shall be determined by the Board of Directors.

4. **Delinquent Unit Owners.** Notwithstanding the provisions above, in the event that an Unit Owner is delinquent in paying any assessment, or the Owner or his buyer, family, guests, agents, licensees or invitees are not in compliance with any provisions of the Homeowners Documents, the Association has the right to disapprove of any sale; and in the case of a lease, the right to disapprove of and to void any lease at any time prior to or during the leasehold tenancy until any delinquent assessment is paid and/or until any violation of the Homeowners Documents is corrected.

5. **Transfer Fee.** Upon acquisition of record title to a Lot or Unit from the Owner, such new Owner will contribute the sum of One Thousand Five Hundred Dollars (\$1,500.00) to the Association for the Lot or Unit for the year in which the new Owner acquired title ("Transfer Fee"). Such Transfer Fee shall be paid upon application by the Owner for approval by the Association. Such Transfer Fee shall be used to establish adequate funds for replacement and/or refurbishment of the Association's real or personal property or any improvements the Association is responsible for maintaining, or the payment of any other expenses in amounts determined proper and sufficient by the Board. Each Owner acknowledges and understands that the Transfer Fee is the exclusive property of the Association as a whole, and that no Owner shall have any interest, claim or right to any such Transfer Fee or funds composed of the same. Transfers made for the sole purposes of estate planning and/or tax planning shall be exempt from payment of the Transfer Fee described in this section.