

## CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly and acting President of Isle Verde Neighborhood Association, Inc., a Florida corporation not for profit, hereby certifies that at a meeting of the members held on November 3, 1997, where a quorum was present, after due notice, the resolution set forth below was duly approved by the affirmative vote of not less than 75% of the voting power, for the purpose of amending the Declaration of Restrictive Covenants, Conditions, Restrictions and Easements for Isle Verde as originally recorded in Book 1808 at Pages 70 *et seq.*, of the Official Records of Collier County, Florida.

2247973 OR: 2363 PG: 2478

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL  
11/17/97 at 10:41AM DWIGHT B. BROCK, CLERK  
REC FEE 24.00

Re: SWALM & MURRELL  
2375 TAMiami TR N #308  
NAPLES FL 34103

(for use by Clerk of Court)

RESOLVED: That the Declaration of Restrictive Covenants, Conditions, Restrictions and Easements for Isle Verde be and are hereby amended and the amendments are adopted in the form attached hereto, and made a part hereof.

Date: 10/6/97

ISLE VERDE NEIGHBORHOOD ASSOCIATION, INC.

Witness

Print Name: MARION RHODE

By: [Signature]

Victor Macdonald, President  
7012 Verde Way  
Naples, FL 34108

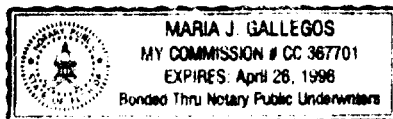
Witness

Print Name: Debbie Dinesen

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of Nov, 1997, by Victor Macdonald, President of the aforementioned Corporation, on behalf of the Corporation. ~~He/she is personally known to me or has produced~~ \_\_\_\_\_ as identification.



Print, Type, or Stamp Commissioned Name of Notary Public (Affix Notarial Seal)

[Signature]  
Signature of Notary Public

This instrument prepared by Robert C. Samouce, Esq., Swalm & Murrell, P.A., 2375 Tamiami Trail North, Suite 308, Naples, FL 34103

## AMENDMENTS TO THE DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ISLE VERDE

The Declaration of Restrictive Covenants, Conditions, Restrictions and Easements for Isle Verde shall be amended as shown below:

Note: New language is underlined; language being deleted is shown in struck-through type.

1. Article VII, Section 1. (a) of the Declaration of Restrictive Covenants, Conditions, Restrictions and Easements shall be amended as follows:

(a) Home Use. All Homesites shall be used, improved and devoted exclusively to residential use by a single family. Nothing herein shall be deemed to prevent the Owner from leasing a Home to a single family, subject to all of the provisions of this Declaration, and the Association's Articles of Incorporation and By-Laws, as the same may be amended from time to time. In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of Homesites by their owners shall be restricted as provided in this section. All leases of Homesites must be in writing. A Homeowner may lease only his entire Homesite and then only in accordance with this Section, after receiving the approval of the Association. The lessee must be a natural person.

(1) Procedures.

a. Notice by the Owner. A Homesite owner intending to lease his Home shall give to the Board of Directors or its designee, written notice of such intention at least twenty (20) days prior to the first day of occupancy under the lease together with the name and address of the proposed lessee, a fully executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require a personal interview with any lessee and his spouse, if any, as a pre-condition to approval.

b. Board Action. After the required notice and all information or interviews requested have been provided, the Board shall have twenty (20) days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the lessee.

c. Disapproval. A proposed lease shall be disapproved only if a majority of the whole Board so votes, and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:

- the Homesite owner is delinquent in the payment of assessments at the time the application is considered;
- the Homesite owner has a history of leasing his unit without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Homesite;

- the real estate company or rental agent handling the leasing transaction on behalf of the Homesite owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, or entering into leases without prior Association approval;
- the application on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Property;
- the prospective lessee has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;
- the prospective lessee has a history of conduct which evidences disregard for the rights and property of others;
- the prospective lessee evidences a strong probability of financial irresponsibility;
- the lessee, during previous occupancy, has evidenced an attitude of disregard for the Association rules;
- the prospective lessee gives false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit is not paid; or
- the Homesite owner fails to give proper notice of his intention to lease his Homesite to the Board of Directors.

d. Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board at its election may approve or disapprove the lease. 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 lessee with five (5) days notice, without securing consent to such eviction from the Homesite owner.

e. Applications; Assessments. Applications for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board may provide from time to time. The legal responsibility for paying Association assessments may not be delegated to the lessee.

f. Committee Approval. To facilitate approval of leases proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to an *ad hoc* committee, which shall consist of at least three (3) members.

(2) Term of Lease and Frequency of Leasing. No Homesite may be leased more often than once in any calendar year, with the minimum lease term being ninety (90) days. The first day of occupancy under the lease shall determine in which year the lease occurs. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted.

However, the Board may, in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed.

(3) Occupancy by Guests or Tenants. There is no restriction on the length of stay of guests, whether related or unrelated to the tenant of a Homesite.

(4) Regulation by Association. All of the provisions of the governing documents and the rules and regulations of the Association shall be applicable and enforceable against any person occupying a Homesite as a lessee or guest to the same extent as against the owner. A covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the governing 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.

(5) Fees Related to the Lease of Homesites. Whenever herein the Board's approval is required to allow the lease of a Homesite, the Association may charge the owner a preset fee for processing the application, such fee not to exceed \$100.00 per applicant. No fee may be charged for approval of a renewal or extension of a lease with the same lessee.

2. Article VIII of the Declaration of Restrictive Covenants, Conditions, Restrictions and Easements shall be amended as follows:

### ARTICLE VIII MAINTENANCE, REPAIRS AND REPLACEMENTS

Responsibility for maintenance, repairs and replacements of the improvements located on the Site and property of Homeowners located or situated within the Site shall be as follows:

#### Section 1. Home Owners.

Except as otherwise provided herein, each Home, included the entire structure and roof, and all the fixtures, equipment and appliances comprising a part thereof, located therein or exclusively serving the same (including air conditioning compressors serving same wherever located) and each Homesite including the pool enclosures decks, other installations and fixtures related thereto shall be maintained, kept in good repair and replaced by and at the expense of the owner(s) thereof. All maintenance, repairs and/or replacements for which Home owners are responsible and obligated to perform, which, if not performed or omitted, would affect other Homes or the appearance of the Owner's Home, shall be performed promptly as the need arises, and if such home Owner(s) fails to promptly perform these, the Association shall have the right to perform these obligations and to assess such Home Owner(s) for the charges therefor. The cost of any such work performed by the Association shall be secured by a lien upon the Home in which the work was performed.

#### Section 2. Association.

The Association shall be responsible for and shall assess against and collect from the Owners of all Homes on the site, the costs of maintaining, repairing, replacing and keeping in clean and orderly condition, all of the Common Properties and utility installations located within the Site but serving more than one Home. The Association shall, at the expense of the Owners of all Homes on the Site, repair any and all

incidental damage to Homes resulting from maintenance, repairs and/or replacements of or to Common Properties. The Association is also responsible for maintaining all grassed or sodded areas, lawns, landscaping, trees, vegetation and irrigation systems located on the Homesites. To preserve the beauty, quality and value of the properties the Association is responsible for the painting of the exterior (including walls, doors, and frameworks) of the Homes except for entry doors and for periodic cleaning of the tile roofs and normal maintenance of the swimming pools. The costs shall be a common expense except as provided in Article V, Section 4. for extraordinary expenses.

3. Article XIII, Section 5. of the Declaration of Restrictive Covenants, Conditions, Restrictions and Easements shall be amended as follows:

Section 5. Amendments - Termination. This Declaration may be amended or terminated by (i) the affirmative vote or written consent of the Owners holding not less than 75% of the voting power of the Class "A" Membership of the Association ~~together with the affirmative vote of the Class "B" Member (so long as the Class "B" Membership exists); or (ii) amended solely by the unilateral affirmative action of the Class "B" Member; provided, however, that no amendment adopted solely by the Class "B" Member shall be permitted which has a material adverse effect on the value of any part of the Site subject hereto. Nothing contained in this Section shall affect the right of the Developer to make such amendments as may otherwise be permitted herein.~~ This Declaration may be amended at any time by the affirmative votes of at least two-thirds (2/3rds) of the voting interest who are present and voting, in person or by proxy, at a duly called meeting of the members of the Association. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall identify the Book and Page of the Public Records where the Declaration is recorded, and shall be executed by the President or Vice-President of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.

