

**CERTIFICATE OF AMENDMENT**

INSTR # 2012000146584, Pages 5  
Doc Type RES, Recorded 07/03/2012 at 12:28 PM,  
Charlie Green, Lee County Clerk of Circuit Court  
Rec. Fee \$44.00  
Deputy Clerk LTALONE  
#1

THE UNDERSIGNED, being the duly and acting President of Palmira Golf and Country Club Master Homeowners Association, Inc., a Florida corporation not for profit, hereby certifies that at a meeting of the members held on June 19, 2012, where a quorum was present, after due notice, and the resolution set forth below was duly approved by the vote indicated for the purpose of amending the Declaration of Protective Covenants, Restrictions and Easements for Palmira Golf and Country Club, as originally recorded in O.R. Book 3394 at Pages 0609 *et seq.*, Public Records of Lee County, Florida.

The following resolution was duly approved by the affirmative vote of a majority of all votes which the Representatives are collectively entitled to cast in accordance with the terms and provisions contained in the Articles; together with the approval or ratification of a majority of the Board.

*(for use by Clerk of Court)*

RESOLVED: That the Declaration of Protective Covenants, Restrictions and Easements for Palmira Golf and Country Club be amended and the amendment is adopted in the form attached hereto, and made a part hereof.

Date: 6-25-12

**PALMIRA GOLF AND COUNTRY CLUB  
MASTER HOMEOWNERS ASSOCIATION, INC.**

[Signature]  
Witness  
Print Name: Michelle Gonzalez

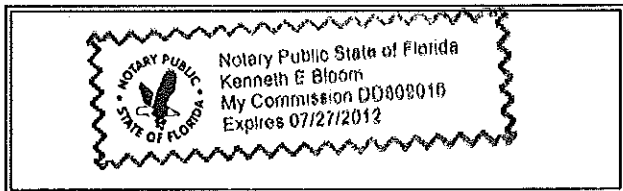
By: [Signature]  
Peter Corio, President  
28950 Kiranicola Ct.  
Bonita Springs, FL 34135

(2) [Signature]  
Witness  
Print Name: Theresa Delaney

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 25 day of June, 2012 by Peter Corio, as President of the aforementioned Corporation, on behalf of the Corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.



[Signature]  
Signature of Notary Public

*This instrument prepared by Robert E. Murrell, Esq.,  
Samouche, Murrell & Gal, P.A., 5405 Park Central  
Court, Naples, FL 34109.*

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

AMENDMENTS TO THE  
DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS  
FOR  
PALMIRA GOLF AND COUNTRY CLUB

The Declaration of Protective Covenants, Restrictions and Easements for Palmira Golf and Country Club shall be amended as shown below:

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

1. A new Section DDD. shall be added to Article I of the Declaration to read as shown below:

DDD. "Guest" means a person who is not the owner or a Lessee of a Dwelling Unit, and is not a member of the owner's or Lessee's family, who nevertheless is physically present in, or occupies the Dwelling Unit on a temporary basis, at the invitation of the owner or Lessee, without paying valuable consideration.

2. Article X, Section A. 1. of the Declaration shall be amended to read as shown below:

1. Leasing of Dwelling Units, Terms: In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of Dwelling Units by their owners shall be restricted as provided in this section. All leases of Dwelling Units must be in writing. An owner may lease only his entire Dwelling Unit, and then only in accordance with this Section, after receiving the approval of the Association. The Lessee must be a natural person. All leases shall provide that the Neighborhood Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of these Neighborhood Covenants, the Articles, the Bylaws, the applicable Neighborhood Association Rules, Governing Documents, or of any other agreement, document or instrument governing the Lots. No Dwelling Unit may be leased or rented for a term of less than thirty (30) consecutive days at any one (1) time and no Dwelling Unit may be rented more than three (3) times in any twelve (12)-month period. No portion of a Dwelling Unit (other than the entire Dwelling Unit) may be rented and the lease or sale of any Dwelling Unit on a time-share basis is prohibited. The Owner of a leased Dwelling Unit shall be jointly and severally liable with his or her tenant to the Neighborhood Association to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be subordinated to any lien filed by the Neighborhood Association or the Corporation whether before or after such lease was entered into.

3. A new Section 3. shall be added to Article X, Section A. of the Declaration to read as shown below:

3. Procedures:

(a) Notice by the Owner. An owner intending to lease his Dwelling Unit 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 prospective Lessee and his or her spouse, and/or other persons who will occupy the Dwelling Unit with the Lessee, if any, as a pre-condition to approval. In addition, the Board may contract with an independent firm to conduct a background check on any prospective Lessee and/or other persons who will occupy the Dwelling Unit with the Lessee. The owner will be responsible for all costs related to any background check performed on his prospective Lessee or other persons who will occupy the Dwelling Unit with the Lessee.

(b) Board Action. After the required notice and all information or interviews requested have been provided, the Board shall have ten (10) 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 Lessee and those who will be occupying the Dwelling Unit with the Lessee shall be disapproved only if a majority of the whole Board so votes, and in such case the lease shall not be made. The Board may not approve a lease when payment of assessments for that Dwelling Unit is delinquent. Appropriate grounds for disapproval shall include, but not be limited to, the following:

(i) The owner is delinquent in the payment of assessments at the time the application is considered;

(ii) The owner has a history of leasing his Dwelling Unit without obtaining approval, or leasing to troublesome Lessees and/or refusing to control or accept responsibility for the occupancy of his Dwelling Unit;

(iii) The real estate company or rental agent handling the leasing transaction on behalf of the owner has a history of screening Lessee applicants inadequately, recommending undesirable Lessees, or entering into leases without prior Association approval;

(iv) The application on its face indicates that the persons seeking approval intend to conduct themselves in a manner inconsistent with the Governing Documents for Palmira Golf and Country Club;

(v) The prospective Lessee or other persons who will be occupying the Dwelling Unit with the Lessee have 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;

(vi) The prospective Lessee or other persons who will be occupying the Dwelling Unit with the Lessee have a history of conduct which evidences disregard for the rights and property of others;

(vii) The prospective Lessee or other persons who will be occupying the Dwelling Unit with the Lessee evidences a strong probability of financial irresponsibility;

(viii) The Lessee or other persons who will be occupying the Dwelling Unit with the Lessee during previous occupancy in this Community or another, has evidenced an attitude of disregard for the Association rules or the restrictions contained in the governing documents;

(ix) The prospective Lessee or other persons who will be occupying the Dwelling Unit with the 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

(x) The owner fails to give proper notice of his intention to lease his Dwelling Unit 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 parcel and 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, from time to time, provide. The legal responsibility for paying assessments may not be delegated to the Lessee. If a Dwelling Unit is leased and any special assessment or installment of a regular assessment for a Dwelling Unit remains unpaid for at least thirty (30) days after the due date, then the Association may make a written demand as provided by Statute that the Lessee pays the subsequent rental payments related to the Dwelling Unit to the Association, and the Lessee must make such payments and continue to make such payments until all monetary obligations of the owner related to the Dwelling Unit have been paid in full to the Association. The Lessee must pay the monetary obligations to the Association until the Association releases the Lessee or the Lessee discontinues tenancy in the Dwelling Unit. The Association must mail written notice to the owner of the Association's demand that the Lessee make payments to the Association. The Association shall, upon request, provide the Lessee with written receipts for payments made by the Lessee. A Lessee is immune from any claim by the landlord or owner related to the rent timely paid to the Association after the Association has made written demand. The liability of the Lessee may not exceed the amount due from the Lessee to the Lessee's landlord. The Lessee's landlord shall provide the Lessee a credit against rents due to the landlord in the amount of monies paid to the Association. The Association may issue notice under Section 83.56, Florida Statutes and may sue for eviction under Sections 83.59-83.625, Florida Statutes as if the Association were a landlord under part II of Chapter 83 if the Lessee fails to pay a required payment to the Association after written demand has been made to the Lessee. However, the Association is not otherwise considered a landlord under Chapter 83 and specifically has no obligations under Section 83.51, Florida Statutes.

(f) Committee Approval. To facilitate approval of leases proposed during times when many of the members are not in Dwelling Unit, the Board of Directors may by resolution delegate its approval powers to an *ad hoc* committee.

(g) Manager Approval. To facilitate approval of leases proposed during times when many of the members are not in Dwelling Unit, the Board of Directors may by resolution delegate its approval powers to the Manager of the Association. Only the Board of Directors shall have the power to disapprove a lease. If the Manager, after reviewing a lease and all information provided by the applicant, determines that he will not approve the lease, the Manager shall forward the proposed lease to the members of the Board of Directors for their review. Notwithstanding any other time periods set forth in this Declaration, the Board of Directors shall have twenty (20) days after the receipt of the lease from the Manager in which to approve or disapprove the lease.

(h) Fees for processing Applications for Approval to Lease. Whenever herein the Association's approval is required to allow the lease of a Dwelling Unit, the Association may charge the owner a fee for processing the application, such fee not to exceed the maximum amount allowed by law or one hundred dollars (\$100.00) per applicant, whichever is greater, said fee to be paid upon submission of the application for approval. This fee is in addition to the cost for any background check required by Section A. 3. (a) above. No fee may be charged for approval of the renewal or extension of a lease with the same Lessee. The Association may also require that a prospective Lessee place a security deposit, in an amount not to exceed the equivalent of one (1) month's rent, into an escrow account maintained by the association. The security deposit shall protect against damages to the Neighborhood Common Area. Payment of interest, claims against the deposit, refunds, and disputes under this paragraph shall be handled in the same fashion as provided in part II of chapter 83.

8.1.4.2. Occupancy During Lease Term. No one but the Lessee, his family members within the first degree of relationship by blood, adoption or marriage, and their spouses and guests may occupy the Dwelling Unit. The total number of occupants of a leased Dwelling Unit is limited to two (2) persons per bedroom.

8.1.4.3. Occupancy in Absence of Lessee. If a Lessee absents himself from the Dwelling Unit for any period of time during the lease term, his family within the first degree of relationship already in residence may continue to occupy the Dwelling Unit and may have house guests subject to all the restrictions contained in the Declaration.

(a) Any one (1) person who is the parent, child, adult grandchild or sibling of the Lessee or of the Lessee's spouse, if any, may occupy the Dwelling Unit in the absence of the Lessee for a period not to exceed fifteen (15) days. That person's spouse and children if any may accompany him. The total number of occasions for occupancy by all guests combined under this paragraph shall be limited to four (4) in any one (1) calendar year, with a maximum aggregate total of sixty (60) days.

(b) House guests not included within 8.1.4.3.(A) are permitted for only one (1) family occupancy in the Lessee's absence and then only with the proviso that the family and its guests consist of no more than four (4) persons. Such guests may stay only two (2) weeks and the total number of occasions for this type of guest occupancy in any Dwelling Unit shall be limited to two (2) in each calendar year.

Any Lessee who wishes to permit his Dwelling Unit to be occupied in his absence shall provide to the Board of Directors, on such forms as may be provided by it from time to time, the name and address of each guest, the relationship of each guest to the Lessee, the planned dates of arrival and departure of the guests and such other information concerning the guests as the Board may reasonably require. If the Lessee and all of his family members within the first degree of relationship are absent, no other person may occupy the Dwelling Unit.

8.1.4.4. Use of Neighborhood Common Areas. To prevent overtaxing the facilities, a Dwelling Unit owner whose Dwelling Unit is leased may not use the Neighborhood Common Areas during the lease term.