

Prepared by:
Steven J. Adamczyk, Esq.
Goede, Adamczyk, DeBoest & Cross, PLLC
8950 Fontana Del Sol Way, First Floor
Naples, Florida 34109
(239) 331-5100

**CERTIFICATE OF AMENDMENT TO
DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS
FOR POSITANO PLACE AT NAPLES**

I HEREBY CERTIFY that the following amendments to the Declaration of Covenants, Easements and Restrictions for Positano Place at Naples, were duly adopted by the Master Association membership at the duly noticed Members Meeting of the Master Association on the 11th day of February, 2016. Said amendments were approved by a proper percentage of voting interests of the Master Association.

The original Declaration of Covenants, Conditions and Restrictions for Positano Place at Naples, including the legal description of the Collier County, Florida real property subject to this amendment was recorded at Official Records Book 3964 at Page 2095 of the Public Records of Collier County, Florida, and as subsequently amended.

Additions are underlined
Deletions are ~~stricken through~~

Section 7.2 of the Master Declaration is hereby created in its entirety as follows:

Section 7.2 Air Conditioning Maintenance, Water Heaters, Dishwashers, Washing Machine, Water Turn-Off. Unless the Master Association or Local Association contracts for the periodic maintenance of air conditioning and other appliances as provided for in herein, an Owner is responsible for contracting for ongoing air conditioning maintenance service which includes periodic inspection of the systems at least annually, the addition of chlorine tablets or other products to help keep the lines clear, and periodic blowout of the lines. If an Owner fails to contract for such maintenance service (if the Master Association does not already do so) and water leaks from his air conditioning system, the Owner will be strictly liable for all damage caused to the Unit, the Common Elements, Association Property, other Units or any other property which is damaged by such leak. All washing machine hoses must be steel lined and if not steel lined, must be replaced with steel lined hoses within six (6) months of recording of this amendment. Owners must confirm with the Association that steel lined hoses have been timely installed immediately after installation. If an Owner fails to have steel lined hoses on his washing machine and if a leak occurs in his washing machine hose, the owner will be strictly liable for all damage caused to the Unit, the Common Elements, Association Property, other Units or any other property which is damaged by such leak. In the event a Unit will be unoccupied for at least twenty-four (24) hours, the Owner, occupant, and/or tenant of the unoccupied Unit is responsible to turn off the water servicing the unoccupied Unit. If the water is not turned off in such instances and a leak occurs, the Owner will be presumed negligent and shall be strictly liable for all damages caused to the Unit, the Common Elements, Association Property, other Units or any other property which is damaged by such leak.

Section 8.17 of the Master Declaration is hereby created in its entirety as follows:

Section 8.17 Sub-Leasing. No subleasing or assignment of lease rights by the lessee or Unit Owner is allowed.

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Section 8.18 of the Master Declaration is hereby created in its entirety as follows:

Section 8.18 Storage of Personal Property. No bicycles, scooters, mopeds, or similar device as determined by the Board of Directors in its sole discretion may be kept or stored on a lanai.

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Section 8.19 of the Master Declaration is hereby created in its entirety as follows:

Section 8.19 Pets. The keeping of pets is a privilege, not a right. The Owner of each Unit may keep up to two (2) domestic dogs, or two (2) domestic cats, but in any event not to exceed two (2) total pets per Unit. The keeping of pets is further subject to the following conditions:

- (A) No pets shall be permitted in the pool area, leashed or unleashed.
 - (B) Elsewhere on the Common Elements, pets will be under handheld leash or carried at all times.
 - (C) Messes made by pets shall be removed by owners or handlers immediately. The Board of Directors will designate the portions of the property that will be used to accommodate the reasonable requirements of Unit Owners who keep a pet.
 - (D) Pets that are vicious, noisy, or otherwise unpleasant will not be permitted in the unit. In the event that a pet has, in the sole opinion of the Board of Directors, become a nuisance or an unreasonable disturbance, written notice will be given to the owner or other person responsible for the pet and the pet shall be removed from the Properties within three (3) days.
 - (E) Owners may not leave pets unattended in screened porches or on balconies where their noise may bother others.
 - (F) Tenants may not keep dogs in the Properties, but may keep not more than one (1) pet that is not a dog. This subsection (F) shall only apply to leases delivered to the Master Association or Local Association in accordance with the approval requirements of this Declaration and the Local Association covenants on or after the effective date of this amendment.
 - (G) Any Unit Owner or other resident who keeps or maintains a pet shall, in exchange for and in consideration of the privilege to keep the pet, hereby indemnify and hold the Master Association, the Local Associations and each Unit Owner free and harmless from any loss, claim, or liability of any kind or character of whatever nature arising from or related to the keeping or maintaining of such pet in the Unit.
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Section 8.20 of the Master Declaration is hereby created in its entirety as follows:

Section 8.20. Sales and Transfers. In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Units, inhibiting transiency, and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership of a Unit shall be subject to the following provisions:

(A) Forms of Ownership.

(1) A Unit may be owned by one natural person who has qualified and been approved as elsewhere provided herein.

(2) Co-Ownership. Co-ownership of Units is permitted. If the co-Owners are to be other than husband and wife, the Board shall require the designation by the proposed new Owners of one (1) natural person as Primary Occupant. The use of the Unit by other persons shall be as if the Primary Occupant were the only actual Owner. Any subsequent change in the Primary Occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 8.20. No more than one (1) such change will be approved in any twelve (12) month period. The intent of this provision is to allow flexibility in estate, financial or tax planning, and to prohibit circumstances in which the Unit may be used as short-term transient accommodations for several individuals or families or in the manner of fractional ownership or a vacation club.

(3) Ownership by Corporations, Partnerships or Trusts. A Unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person. The intent of this provision is to allow flexibility in estate, financial or tax planning, and to prohibit circumstances in which the Unit may be used as short-term transient accommodations for several individuals or families or in the manner of fractional ownership or vacation club. A trust, or corporation, partnership or other entity as an Owner shall designate not more than one (1) natural person to be the Primary Occupant. The use of the Unit by other persons shall be as if the Primary Occupant were the only actual Owner. Any subsequent change in the Primary Occupants shall be treated as a transfer of ownership by sale or gift. No more than one such change will be approved in any twelve (12) month period.

(4) Designation of Primary Occupant. If any Owner fails to designate a Primary Occupant when required to do so, the Board of Directors may make the initial designation for the Owner, and shall notify the Owner in writing of its action.

(5) Life Estate. A Unit may be subject to a life estate, either by operation of law or by a voluntary conveyance. In that event, the life tenant shall be the only Association member from such Unit, and occupancy of the Unit shall be as if the life tenant was the only Owner. The life tenant shall be liable for all Assessments and charges against the Unit. If there is more than one life tenant, they shall be treated as co-Owners for purposes of determining voting and occupancy rights under Section 8.20(B), above.

(B) Procedures.

(1) Notice by the Owner. An Owner intending to sell or otherwise transfer title to his Unit shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days prior to closing together with the name and address of the proposed purchaser or transferee, the date of such transfer of title, and such other information and reports as the Board may reasonably require. The Board may require a personal interview with the purchaser or transferee as a pre-condition to approval.

(2) Board Action. After the required notice and all information or interviews requested have been provided, the Board or its designee, as provided below, shall have twenty (20) days in which to approve or disapprove the proposed transfer. If the Board or its designee 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 of the transfer.

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

- (i) the application on its face indicates that the person seeking approval or any of the proposed occupants intend to conduct themselves in a manner inconsistent with the covenants and restrictions applicable to the Master Association and/or, if applicable, a Local Association;
- (ii) the prospective Owner(s) or any of the proposed occupants have been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, a felony demonstrating dishonesty or moral turpitude, or a crime of a sexual nature;
- (iii) the prospective Owner(s) or any of the proposed occupants has a history of conduct which evidences disregard for the rights and property of others.
- (iv) the prospective Owner(s) or any proposed occupants evidences a strong possibility of financial irresponsibility;
- (v) the prospective Owner(s) or any of the proposed occupants, during previous occupancy, has evidenced an attitude of disregard for the Master Association rules and/or, if applicable, a Local Association;
- (vi) the prospective Owner(s) or any of the proposed occupants give 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.
- (vii) the seller fails to give the Board of Directors proper notice of his/her intention to sell his or her Unit.
- (viii) the Owner is delinquent in the payment of assessments, fines or other charges at the time the application is considered.

(C) Fees and Deposits Related to the Sale of Units. The Master Association may require the purchaser of any Unit complete an application with information reasonable requested by the Board prior to closing for which the Master Association may charge a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. The information may include, but should not be limited to, criminal and financial background checks. A separate fee may be charged for each person who is obtaining an interest in the Unit except if such persons are a married couple or parent and dependent child.

(D) Delegation of Authority. The Master Association may delegate the authority to approve or deny sales and transfers to the Local Associations where the Unit is located. Delegation shall be effective upon receipt by the Local Association of written notice by the Master Association, which shall

be effective until further notice and a Local Association, through its Board of Directors, may establish additional rules and procedures to carry out the intent of this Section 8.20.

POSITANO PLACE AT NAPLES MASTER ASSOCIATION, INC.,
a Florida not for profit corporation

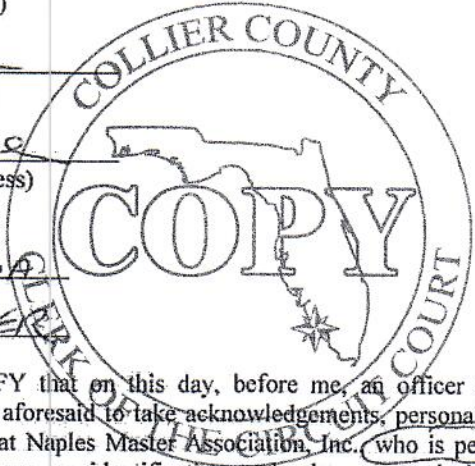
By: [Signature]
Michael Cox, as President

[Signature]
Signature of First Witness

JADWIGA DZIEZA
(Print Name of First Witness)

[Signature]
Signature of Second Witness

Alan Dees
(Print Name of Second Witness)



STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Michael Cox, as President of Positano Place at Naples Master Association, Inc. (who is personally known to me) or has produced his Driver's License as identification and who executed the foregoing instrument and acknowledged before me that he executed the same. WITNESS my hand and official seal in the County and State last aforesaid this 18 day of February, 2016.

[Signature]
Notary Public
JOHN C. HEDENSTROM
Printed name of Notary
My Commission Expires: 4/19/17

