

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

The Declaration of Covenants, Easements and Restrictions for Positano Place at Naples (hereinafter the "Declaration") is amended as outlined below.

Note: Additions are indicated by underlining; language being deleted is indicated by ~~striking through~~.

Section 8.21 of the Declaration shall be added and read as follows:

Section 8.21 Occupancy Subject to Association Approval. Any person occupying a unit overnight for more than thirty (30) days in any calendar year that did not have the occupancy reviewed and approved by a Local Association (such as a tenant under a lease) or by this Association pursuant to the provisions of Section 8.20, shall be subject to the review and approval provisions set forth below.

(A) Notice by the Owner or Tenant. When a guest occupies a unit for thirty (30) or more days in a calendar year, the person is no longer deemed a guest and the owner or tenant of the unit must provide the Association with notice of that person's occupancy and provide the Association with the person's name, dates of occupancy, and such other information or reports as the Association may require so the Association can consider whether it will approve that person's continued occupancy. The Association may require the person to complete an application for approval to continue occupying the unit, submit to a criminal, financial, and/or tenant history report, and to submit to a personal interview as a pre-condition to approval. The Association may also require a fee for processing the application and conducting the criminal, financial and/or tenant history reports.

(B) Board Action. After the required notice and all information, reports, fees, and interviews have been provided, the Board or its designee, shall have twenty (20) days in which to approve or disapprove the person's continued occupancy of the unit.

(C) Disapproval. The continued occupancy shall be disapproved only if a majority of the whole Board so votes and, in such case, the person may not continue occupying the unit on an ongoing basis. Good cause for disapproval shall include, but not be limited to, the following:

(1) the unit owner is delinquent in the payment of assessments, fines, and other Charges and monetary obligations against the unit and/or unit owner at the time the application is considered;

(2) the unit owner or tenant has a history of refusing to control and accept responsibility for the occupancy of the unit;

(3) the application on its face, facts discovered in connection with the Association's investigation, or the occupancy, if approved, would result in a violation of the Declaration or the Rules and Regulations of the Association;

(4) the conduct of the applicant indicates that the person seeking approval intends to conduct himself/herself in a manner inconsistent with the Declaration or Rules and Regulations;

(5) the applicant has 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; and

(6) the applicant gives false or incomplete information to the Board as part of the application procedure, or the required fees were not paid.

(D) Failure to Obtain Approval. If an owner or tenant allows a person to occupy a unit overnight more than thirty (30) days in a calendar year without obtaining Association's or Local Association's approval, the Association shall have the right and authority, on its own or as an agent of the unit owner, to pursue an action to cause the removal of the unapproved occupant. The Association is authorized to deny or suspend an unauthorized occupant's right to access and use portions of the Common Elements.

(E) Regulation by Association. All of the provisions of the Declaration of Covenants, Easements and Restrictions for Positano Place at Naples, Articles of Incorporation, Bylaws, and the Rules and Regulations of the Association (the "Governing Documents") pertaining to use and occupancy shall be applicable and enforceable against any person occupying a unit to the same extent as against an owner, and each occupant shall abide by Governing Documents, designating the Association as the owner's agent, with the authority to terminate any occupancy agreement in the event of violation by an occupant of such covenant, and these requirements are deemed to be included in any occupancy agreement, whether oral or written and even if not specifically expressed in such agreement. If a unit occupant, guest or invitee fails to abide by the Governing Documents, the unit owner shall be responsible for the conduct of the occupants, guests and invitees and shall be subject to all remedies set forth in the Governing Documents and Florida law, without waiver of any remedy available to the Association as to the occupant. The unit owner has the duty to bring the conduct of occupants of his unit into compliance with the Governing Documents by whatever action is necessary, including without limitation the institution of unlawful detainer proceedings without notice to cure, where legally permissible. If the unit owner fails to bring the conduct of an occupant into compliance with the Governing Documents, the Association shall have the authority to act as agent of the unit owner to undertake whatever action is necessary to abate the noncompliance with the Governing Document, including without limitation the right to institute an action for unlawful detainer or other action to cause the removal of the tenant and enjoin the conduct in violation of the Governing Documents in the name of the Association in its own right, or as agent of the unit owner. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with such actions from the unit owner, which shall be secured by a continuing lien for charges and may be foreclosed in the same manner as assessments for common expenses.

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

THE UNDERSIGNED, being the duly elected and acting President of Positano Place at Naples Master Association, Inc., a Florida not-for-profit corporation, does hereby certify that at a duly called meeting of the Members held on October 24, 2022, where a quorum was present, after due notice, the attached Amendment, which amends the Declaration of Covenant, Easements and Restrictions for Positano Place at Naples as originally recorded on January 12, 2006 in O.R. Book 3964, Page 2095, *et. seq.*, of the Public Records of Collier County, Florida (the "Master Declaration"), was approved by not less than 66-2/3% of the votes of the membership of the Master Association at a meeting of the Owners as provided in Section 13.5 of the Master Declaration and the attached Amendment was thus duly passed and approved.

The Master Declaration is hereby amended in accordance with Exhibit A attached hereto and incorporated herein and is now in full force and effect.

Dated: October 26, 2022

Positano Place at Naples Master Association,  
Inc., a Florida not-for-profit corporation

[Signature]  
Witness  
Printed Name: Pierre Ferster

By: [Signature]  
MICHAEL R. COX, President

[Signature]  
Witness  
Printed Name: TINA KORNIS

STATE OF FLORIDA  
COUNTY OF COLLIER

Acknowledged and subscribed before me, an officer duly authorized in the above mentioned state and county to take acknowledgments, by means of physical presence, this \_\_\_ day of October, 2022, by MICHAEL R. COX, President of Positano Place at Naples Master Association, Inc. and who did take an oath.

[Signature]  
Notary Public  
JADWIGA DZIEZA  
Printed name of Notary  
My Commission Expires: 05/19/2023

Prepared by and return to:  
Meredith Peck Ralston, Esquire  
Peck & Peck, P.A.  
5200 Tamiami Trail North, Suite 101  
Naples, Florida 34103

