

Prepared by and Return to:
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CERTIFICATE OF AMENDMENT

**DECLARATION OF CONDOMINIUM
FOR
CARRIAGE HOMES AT LIVINGSTON LAKES, A CONDOMINIUM**

THIS CERTIFICATE OF AMENDMENT to the Declaration of Condominium, is made and executed this 10th day of March 2020, by Livingston Lakes Condominium Association, Inc., a Florida not-for-profit corporation (the "Association").

WHEREAS, the Declaration of Condominium for Carriage Homes at Livingston Lakes, was recorded in O.R. Book 5179, Page 3320, et. seq., as the same may be amended, in the Public Records of Collier County, Florida (hereafter referred to as the "Governing Documents");

WHEREAS, the Association operates a multi-condominium, which includes the Carriage Homes at Livingston Lakes, a Condominium; and

WHEREAS, the Association hereby certifies that, at a Special Meeting held on October 7, 2019, at least 66 2/3% of the Voting Interests of the Class Members present in person or by proxy, approved the amendments to the Declaration of Condominium, attached hereto and incorporated by reference.

(Signatures on following page)

WITNESSES (TWO):

LIVINGSTON LAKES CONDOMINIUM ASSOCIATION INC.

Ann Marie Neilans
Signature

Alysia Testa
By: Alysia Testa
Title: President

Ann Marie Neilans
Printed Name

Date: 3/12/2020

Karen McCoy
Signature

Karen McCoy
Printed Name

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF Collier

BEFORE ME, the undersigned authority, appeared Alysia Testa, President of LIVINGSTON LAKES CONDOMINIUM ASSOCIATION INC., 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 12 day of March 2020.

Ann Marie Neilans
Notary Public
Ann Marie Neilans
(Printed Name of Notary)

My Commission Expires:



**AMENDMENT
DECLARATION OF CONDOMINIUM
FOR
CARRIAGE HOMES AT LIVINGSTON LAKES, A CONDOMINIUM**

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

Amendment **Declaration of Condominium;
Article 5; New Section 5.4**

**5. OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS-
CONDOMINIUM AND SHARE OF COMMON EXPENSES; COMMON SURPLUS-
ASSOCIATION AND SHARE OF ASSOCIATION EXPENSES; VOTING INTERESTS;
LIMIT ON OWNERSHIP OF UNITS.**

(Sections 5.1 through 5.3 remain unchanged)

5.4 Ownership Limit. No Unit Owner, person or entity shall have a legal, beneficial or equitable ownership interest in more than one (1) Unit at any time. Notwithstanding the foregoing, this subparagraph shall not prohibit an Owner(s) from acquiring title or possession of a second Unit while in the process of selling their primary Unit in connection with a documented financial or medical hardship. A majority vote of the entire Board of Directors shall be decisive on whether a hardship exists.

Amendment **Declaration of Condominium;
Sections 18.1 and 18.2**

18. OCCUPANCY AND USE RESTRICTIONS. In order to provide for congenial occupancy of the Condominium and Association Property and for the protection of the values of the Units, the Condominium Property shall be used and occupied in accordance with the following provisions:

18.1 Occupancy and Leasing Restrictions.

(Subsections 18.1.1 and 18.1.2 remain unchanged)

18.1.3 Leasing.

A. The minimum lease term for a Unit is thirty (30) consecutive days, and no Unit may be leased more than three (3) times per calendar year. ~~Provided~~

~~that the Owner strictly complies with the provisions of Sections 19.1, 19.2 and 19.3 and other applicable provisions of this Declaration, an Owner (or Owner's agent pursuant to a written agreement with the Owner) shall have the right to lease his or her Unit without the prior approval of the Association. The maximum lease term for a Unit is twelve (12) months.~~ When a Unit is leased, the Tenant shall have all use rights in Common Elements and Association Property otherwise available for use generally by Owners, and the Owner of the leased Unit shall not have such rights, except as a guest. Nothing herein shall interfere with the access rights of the Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage of the Common Elements and Association Property by an Owner and a Tenant.

B. An Owner intending to lease his Unit shall give to the Association fifteen (15) days' advance written notice prior to the intended occupancy date, together with the name and address of the intended lessees and such other information concerning the intended lessees as the Association may reasonably require, including without limitation a criminal and eviction background check. The Association shall also have the right (but not the obligation) to require written confirmation that the lessees have received copies of the Association's rules and regulations and have agreed to comply with same upon taking occupancy. The Association shall also have the right to require that unit be in compliance with all applicable rules and covenants at the time of the transfer and that all amounts and assessments owed to the Association have been paid.

C. Within fifteen (15) days after receipt of a complete lease application and all other information required by the Association, the Association must either approve or disapprove the proposed lease. If approved, the approval shall be stated in writing and delivered to the Owner and lessee, at which point the approved lessee may take occupancy.

D. Disapproval of Lease. The Association may withhold approval of a lease if a majority of the whole Board of Directors so votes. Only the following may be deemed to constitute good cause for disapproval:

- (1) The person seeking approval has been convicted of a felony involving violence to persons or property, a felony involving possession or sale of a controlled substance, a felony involving minors or any felony demonstrating dishonesty or moral turpitude;
- (2) The application on its face gives the Board reasonable cause to believe that the applicant intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Association;
- (3) The person seeking approval has a history of disruptive behavior or disregard for the rights or property of others;

- (4) The person(s) seeking approval has a history of serious financial irresponsibility, including without limitation multiple collections accounts, foreclosure(s), bankruptcy, or any combination thereof;
- (5) The person seeking approval has evidenced an attitude of disregard for Association rules by his conduct in this community as a tenant, Owner or occupant of a Unit;
- (6) The person seeking approval has failed to provide the information, fees required to process the application in a timely manner, or provided false information during the application process.
- (7) The person seeking approval is delinquent in the payment of Assessments, fines or other charges or is in violation of any of the covenants, rules or regulations at the time the application is considered.
- (8) The application, if approved, would cause a violation of subparagraph below governing the maximum percentage of Units that can be leased and the minimum holding period before a Unit can be leased.

E. Additional Provisions for Leases and Guests. The provisions of this Declaration shall be deemed expressly incorporated into the lease of any unit. An Owner may lease a unit only in accordance with the following provisions:

- (1) An Owner intending to lease his unit must obtain approval from the Board as provided above. Approval if given is limited to the lease term. Each lease requires a new application at the expiration of the lease term, regardless of whether the lease is a renewal for an existing tenant or a lease to a new tenant.
- (2) All applications for authority to lease shall be accompanied by an application fee as established by the Board. The legal responsibility for paying all Assessments may not be delegated to the tenant.
- (3) Any lease entered into without Board approval, or in violation of the above provisions, shall, at the option of the Board, be treated as a nullity, and the Board shall have the right to evict the tenant on seven (7) days' notice in an action under Chapter 83, Florida Statutes, without securing consent to such eviction from the Owner; and the Owner will be subject to fines, suspensions and other legal and equitable remedies available to the Board.
- (4) No subleasing, room renting, transient use or assignment of lease

rights is allowed.

- (5) Advertising a Unit for daily or weekly lease on websites such as Airbnb.com or VRBO.com is prohibited.
- (6) Guests of tenants may not occupy the Unit when the tenant or his family is not in residence.
- (7) Pets are permitted in leased Units, however, prior to bringing a pet into the Unit the tenant(s) must register the pet with the Association in accordance with its rules and regulations.
- (8) Units may not be rented or leased until the Owner has held title to the Unit for at least twelve (12) months. During this 12-month holding period, the Unit must be occupied only by the Owner or the Owner's family.
- (9) Persons occupying a Unit more than 30 overnights on an annual basis and who are not members of the Owner's family are considered tenants and are required to obtain approval from the Association in the same manner that applies to tenants in this section 18.1.3, regardless of whether such persons are paying rent or other consideration to the Owner.
- (10) All of the provisions of this Declaration pertaining to use and occupancy shall be applicable and enforceable against any person occupying a unit as a tenant or guest, and a covenant upon the part of each occupant and guest to abide by the rules and regulations of the Association, and designating the Association as the Owner's agent for the purpose of, and with the authority to, terminate any such lease or occupancy agreement in the event of a violation by the tenant or guest of such covenants and evict such tenant, shall be an essential element of any lease or occupancy agreement, whether oral or written, and whether specifically expressed in such lease or agreement or not.

F. Maximum Number of Leases. No more than twenty-five percent (25%) of the Units on the Condominium Property may be leased or rented at any given time. However, this cap on 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.

18.2 Parking. Permitted vehicles shall only be parked in Owner's driveways and other designated parking areas. Parking in the street is prohibited. Vehicles parked in the driveway shall not be parked such that any portion of the vehicle encroaches into the sidewalk or street. The

Association shall have the right to adopt Rules and Regulations governing parking and storage of vehicles in the Common Elements and Association Property. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations now or hereafter adopted may be towed or booted by the Association at the sole expense of the owner of such vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. Each Unit Owner, Tenant, Guest and Occupant delegates to the Association the authority to tow or boot vehicles, commercial trucks, trailers, campers, boats and personal watercraft parked or stored in violation of the restrictions in this Declaration or in the Rules and Regulations now or hereafter adopted.

(Remainder of Article 18 remains unchanged)

Amendment

**Declaration of Condominium;
Article 19; Sections 19.1, 19.2 and 19.3**

19. SELLING, LEASING AND MORTGAGING OF UNITS. No Unit Owner ~~other than the Developer~~ may sell, give or otherwise transfer ownership of a Unit and ~~no Unit Owner may lease a Unit~~ unless he or she complies with the following provisions:

19.1 Association Notice Required. ~~Except for sales or leases by or to the Developer, no~~ No Unit Owner may sell, ~~lease,~~ give or otherwise transfer ownership of a Unit or any interest therein in any manner without prior written notice to the Association. Not later than fifteen (15) days before the transfer of ownership occurs, ~~or seven (7) days before the first day of occupancy under an Occupancy Agreement,~~ the Unit Owner gives the Association written notice of its intention to sell, ~~lease~~ or transfer his or her interest in any fashion. The notice shall include the name and address of the seller ~~or landlord,~~ the name and address of the purchaser ~~or tenant,~~ the nature of the transaction, and the number of the Unit being sold, transferred or gifted leased. Each new Unit Owner receiving a conveyance ~~from any party except the Developer~~ shall notify the Association promptly after becoming a new Owner by delivering a copy of the deed to the Unit to the Association.

19.2 Association Certificate Required. ~~Except for sales by or to the Developer, no~~ No Unit Owner may sell, ~~lease,~~ give or otherwise transfer ownership of a Unit or any interest therein in any manner, unless all sums due the Association are paid in full and an estoppel certificate in recordable form to such effect shall have been received by the Unit Owner. If all such sums have been paid, the Association shall deliver such certificate within ten (10) business days following a written request therefor. The Unit Owner requesting the certificate may be required by the Association to pay to the Association a reasonable sum to cover the costs of examining records and preparing the certificate. A Unit Owner shall be obligated to deliver the Condominium Documents to any grantee of such Owner.

19.3 Occupancy Agreements. ~~All Occupancy Agreements (including without limitation all leases) must provide, and if they do not, shall be deemed to provide the agreement of the Occupant(s) to abide by all of the Condominium Documents as promulgated and amended from time to time. A violation of any of the terms of any of the foregoing documents shall constitute a material breach of the Occupancy Agreement and shall constitute grounds for damages, termination and eviction. Every~~

~~Occupancy Agreement shall be in writing and shall provide (and if not expressly in the written Occupancy Agreement, if any, shall be deemed to provide) that the Association shall have the right (i) to terminate the Occupancy Agreement in the event any Occupant fails to observe any of the provisions of the Condominium Documents, and (ii) to collect all rental payments due to the Unit Owner and apply same against unpaid Assessments if, and to the extent that, the Unit Owner is in default in the payment of Assessments. Regardless of whether or not expressed in the applicable Occupancy Agreement, if any, a Unit Owner shall be jointly and severally liable to the Association for the acts and omissions of his or her Occupant(s) which constitute a violation of, or non-compliance with, the provisions of this Declaration and all Rules and Regulations. If such costs and fees are not immediately paid by the Occupant(s), the Unit Owner shall pay them and such funds shall be a Charge. All Occupancy Agreements are hereby made subordinate to any lien filed by the Association, whether prior or subsequent to such Occupancy Agreement. DELETED. Refer to section 18.1.3 for provisions governing occupancy agreements and leasing.~~