

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

**CERTIFICATE OF AMENDMENT**

THE UNDERSIGNED, being the duly elected and acting President of Lely Civic Assn., Inc., a Florida not-for-profit corporation, does hereby certify that at a duly called meeting of the members held on June 28, 2021, where a quorum was present, after due notice, the attached Amendments to the Amended Declaration of Protective Covenants, Conditions and Restrictions of Lely Golf Estates, Forest Hills Section were approved by a proper percentage of the voting interests of the Forest Hills Section membership.

The original Declaration of Protective Covenants, Conditions and Restrictions for Lely Golf Estates, Forest Hills Section, including the legal description of the Collier County, Florida real property subject to this amendment, was recorded at O.R. Book 426, Page 611, *et. seq.*, in the Official Records of Collier County, Florida (the "Declaration"). The Declaration is hereby amended in accordance with Exhibit "A" attached hereto and incorporated herein and is now in full force and effect.

Dated: June <sup>29<sup>th</sup></sup>, 2021

*Kathryn Feast*  
Witness  
Printed Name: Kathryn Feast

*Tracy Masse*  
Witness  
Printed Name: Tracy Masse

Lely Civic Assn., Inc., a Florida not-for-profit corporation  
By: *Lisa Rice McGarity*  
Lisa Rice McGarity, President

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 <sup>29<sup>th</sup></sup> day of June, 2021, by Lisa Rice McGarity, as President of Lely Civic Assn., Inc., who is personally known to me or presented identification, and who did take an oath.

*Michelle Zambelli*  
Notary Public  
*Michelle Zambelli*  
Printed name of Notary  
My Commission Expires



**EXHIBIT "A"**

**AMENDMENTS TO THE AMENDED DECLARATION OF PROTECTIVE  
COVENANTS, CONDITIONS AND RESTRICTIONS OF  
LELY GOLF ESTATES, FOREST HILLS SECTION**

**The Amended Declaration of Protective Covenants, Conditions and Restrictions of Lely Golf Estates, Forest Hills Section shall be amended as follows.**

**Additions are indicated by underlining. Deletions are indicated by ~~strike-through~~.**

**A new Section XXIII shall be added and read as follows:**

**XXIII.**

**LEASES.**

**In order to foster a stable residential community, the leasing of the homes by their Owners shall be governed by this section. An Owner may only lease the entire home, and then only in accordance with this section, after receiving the approval of the association. No room rental, subleasing, or assignment of lease rights by a Tenant or Owner is allowed. All leases of homes must be in writing. The tenant must be a natural person as opposed to an artificial entity such as a corporation, partnership, trust, etc. The following also applies to any new occupant of a Home that is over the age of eighteen (18) years that was not approved at the time the lease of the Home was approved.**

**(1) Procedures.**

**a. Notice by the Owner. An Owner intending to leases his/her 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 tenant and any person intending to occupy the home with the tenant, a fully executed copy of the proposed lease and such other information as the board may reasonably require. Application 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 Board may require the applicant and each occupant over the age of eighteen (18) years intending to reside in the home to submit to a personal interview, national criminal background check, credit report, and tenant history report. The Association may charge the Owner a preset fee for processing the application, such fee to be determined by the Board and not to exceed the maximum amount allowed by law as then in effect. A separate fee may be charged for each person intending to occupy the Home except that a single fee may be charged to a married couple and no extra fee may be charged for minor children.**

**b. Board Action. After the required notice and all information requested has been provided, the Board shall have ten (10) days in which to approve or disapprove the proposed lease. If the Board neither approves or disapproves within that time, its failure to**

act shall be deemed equivalent of approval and, on demand, the Board shall issue a written letter of approval to the tenant.

c. **Disapproval.** A proposed lease shall be disapproved pursuant to subsections (2) through (8) below only if the Board so votes. If disapproved, the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:

1. The Owner is delinquent in the payment of assessments or fines at the time the application is considered.
2. The Owner has a history of leasing the Home without obtaining approval or leasing to troublesome tenant and/or refusing to control or accept responsibility for the occupancy of the Home.
3. The real estate company or rental agent handling the leasing transaction on behalf of the Owner has a history of screening tenant applicants inadequately, recommending undesirable tenants, or entering into leases without prior Association approval.
4. The application on its face indicates that the persons seeking approval intends to conduct themselves in a manner inconsistent with the Governing Documents.
5. The prospective tenant 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 resulting in that person being on a sexual offender, sexual predator or a similar list by any governmental or quasi-governmental agency.
6. The prospective tenant has a history of conduct which evidences disregard of the rights and properties of others.
7. The prospective tenant during previous occupancy has evidenced an attitude of disregard of this Amended Declaration of Protective Covenants, Articles of Incorporation of the Association, Bylaws of the Association, and Rules and Regulations.
8. The prospective tenant has a history of prior evictions.
9. The owner has outstanding violations on their home that have not been corrected.

10. The prospective tenant gives false or incomplete information to the Association as a part of the application procedure or the required application or transfer fees and/or security deposit are not paid.
11. The owner fails to give proper notice of their intention to lease their home to the Board of Directors.

**d. Failure to Give Notice or Obtain Approval.** If proper notice is not given, the Board at its discretion may approve or disapprove the lease. Any lease which is not approved or which is disapproved pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by the Board. If an owner allows a tenant to take occupancy of the Home without obtaining Board approval as provided in this Section, the lease is deemed disapproved and legally void, and the Board shall have the right and authority, on its own or as an agent of the Owner, to pursue legal eviction proceedings or injunctive relief to cause the removal of the unapproved tenant; and to recover from the owner all costs, including the Association's attorney's fees, associated with the eviction process.

**e. Approval by Manager.** To facilitate approval of leases, the Board of Directors may by resolution delegate its approval powers to the property manager for the Association. If the power is delegated, only the Board of Directors shall have the power to disapprove a lease. If the property manager, after reviewing a lease and all information provided by the applicant, determines that the Association should not approve the lease, the property manager shall then forward the proposed lease to the members of the Board of Directors for their review.

**(2) Term of lease and frequency of leasing.** No lease may be for a term of less than six (6) months and no Home may be rented more than two (2) times in any calendar year. For purposes of this restriction, the first day of occupancy under the lease shall conclusively 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 tenant 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, but no automatic renewals are permitted. A lease renewal for the same approved tenant of the same owner in the same property must be submitted to the Association twenty (20) days prior to the lease expiration for continued access to the community and amenities. No subleasing or assignment of lease rights by the tenant is allowed.

**(3) Occupancy During Lease Term.** All homes are intended for single-family occupancy. No one but the tenant, family members within the first degree of relationship by blood, adoption or marriage, and their spouses and guests may occupy the home. Guests may only occupy the property while the tenant or the tenant's family members within the first degree of relationship are occupying the property. The total number of overnight occupants of a leased home is limited to two persons per bedroom. The Board of Directors may adopt additional rules regarding Guest occupancy during a lease term, including, but not limited to, limitations regarding number of Guests

permitted to occupy the home at the same time, length of Guest stay, number of occasions for Guest occupancy, and notice requirements to the Association advising of Guest occupancy. Anyone over the age of eighteen (18) years that occupies a home for more than twenty (20) days

**(4) Occupancy in Absence of Lessee.** If a tenant is absent from the home for any period of time during the lease term, the family within the first degree of relationship already in residence may continue to occupy the home and may have houseguests subject to all the restrictions in the Governing Documents. If the tenant and all the family members mentioned in the foregoing sentences are absent, no other person may occupy the home.

**(5) Regulation by Association.** All the provision of the Governing Documents shall be applicable and enforceable against any person occupying a home as a tenant or a guest to the same extent as 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 authority to terminate any lease agreement, deny the tenant access on the property and evict or otherwise cause the tenant's removal 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. The Association shall have the right to recover any costs or fees, including attorney's fees, incurred in connection with terminating a lease, evicting or otherwise causing the removal of a tenant, from the Owner which shall be secured by a continuing lien in the same manner as assessments for common expenses, to wit, secured by a Lien for Charges. If a tenant, resident, other occupant, guest or invitee of the Owner or tenant fails to abide by the covenants, Articles of Incorporation for the Association, Bylaws or Rules and Regulations, the Owner shall be responsible for the conduct of the tenant, residents, occupants, guests and invitees and shall be subject to all remedies set forth in the Governing Documents and under Florida law, without waiver of any remedy available to the Association as to the Tenant. Any fines assessed by the Association to a tenant that remain unpaid may be assessed against the Owner and the parcel. Any legal fees incurred by the Association to collect the fines may also be assessed to the Owner and the Owner's parcel if such fees remain unpaid by the Tenant for a period of thirty (30) days.

**(6) Association as Owner's Agent.** The Association shall have the authority to act as the owner's agent to undertake any action necessary to abate a tenant's noncompliance, including, without limitation, the right to file an action for eviction or injunctive relief to cause the tenant's removal in the name of the Association in its own right or as an agent of the owner. The tenant and Owner agree that the Association may proceed against either the Owner or the tenant or both and that the Owner and the tenant shall be jointly and severally responsible for the Association's costs and expenses, including attorney's fees, in abating a tenant's noncompliance or seeking the removal of the tenant from the Home.