

**CERTIFICATE OF AMENDMENT  
TO DECLARON OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMEMENTS FOR OLDE CYPRESS**

THIS AMENDMENT is made this 3 day of JAN, 2013 by the OLDE CYPRESS MASTER PROPERTY OWNERS ASSOCIATION, INC. (hereinafter the "ASSOCIATION"), pursuant to the Declaration of Covenants, Conditions, Restrictions and Easements for Olde Cypress (hereinafter the "DECLARATION") which has been duly recorded in the Public Records of Collier County, Florida, as follows:

**Official Records Book 2539, Page 2902  
of the Public Records of Collier County, Florida;**

WHEREAS, at a duly called and noticed meeting of the ASSOCIATION held in accordance with the ASSOCIATION's governing documents including, but not limited to, the DECLARATION, as well as, Florida law, the DECLARATION was amended pursuant to the respective provisions of said document(s);

WHEREAS, the Amendment set forth herein is for the purpose of amending the DECLARATION of the ASSOCIATION;

NOW, THEREFORE, the undersigned hereby certifies that the Amendment to the DECLARATION set forth below is a true and correct copy of the amendment as approved by the ASSOCIATION's membership acting by and through their respective Neighborhood Representatives in accordance with the ASSOCIATION's governing documents including, but not limited to, the DECLARATION, as well as, Florida law:

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(Deletions indicated by **strikeout**, additions by **double underlining**)

**ARTICLE X  
USE RESTRICTIONS**

10.13 Leasing. The Owner of a Parcel shall have the right to lease such Parcel subject to the terms hereof, and subject to the following conditions and the terms of any Neighborhood Association's rules and regulations:

- (a) All leases shall be in writing;
- (b) No lease shall be for less than ~~thirty (30)~~ sixty (60) days in duration, and no Owner may create more than four (4) leasehold interests in the same Parcel in the same calendar year;
- (c) The lease shall be specifically subject to the Governing Documents and any failure of the tenant to comply with the Governing Documents shall be a default under the lease; and

(d) The Owner shall be liable for all losses and any violation of the Governing Documents committed by such Owner's tenant, without prejudice to such Owner's right to collect any sums paid from the tenant.

In addition, any Owner who wishes to create any leasehold interest in any Parcel shall submit to the Board of Directors an application for approval which shall be accompanied by such information as the Board may reasonably require including, without limitation, the proposed Lessee's written consent to permit the Board to check the proposed Lessee's credit and to obtain one or more credit reports and background checks. For purposes of this Subsection 10.13, submission of a Parcel to any timeshare program or any such similar program where an Owner swaps possessory rights with any Third Party, shall be considered a leasehold interest. Only the entire Parcel may be leased at any one time such that there shall be no leases of any portion less than all of any Parcel. The Board shall have the right to disapprove an application for a Lessee for good cause, as determined in the sole and absolute discretion of the Board. The Board shall consider the following factors as constituting good cause for such disapproval:

(i) The proposed Lessee has been convicted of a felony involving violence to persons, the destruction or theft of property, or the sale, distribution, or use of controlled substances, or a felony demonstrating dishonesty or moral turpitude or has been charged with any such felonies and was not acquitted or the charges were not dropped;

(ii) The proposed Lessee has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts or the proposed Lessee does not appear to have adequate financial resources available to meet the proposed Lessee's future obligations to the Association;

(iii) The application for approval on its face indicates that the proposed Lessee intends to conduct himself/herself/themselves in a manner inconsistent with the covenants and restrictions applicable to the Association;

(iv) The proposed Lessee has a history of disruptive behavior or disregard for the rights and property of others as evidenced by such person's conduct in other social organizations or associations, or by such person's conduct in this Association as a Lessee or occupant of a Parcel;

(v) The proposed Lessee failed to provide the information required by the Board to process the application in a timely manner or included inaccurate or false information in the application;

(vi) The requesting Owner has had fines assessed against him or her by the Association which have not been paid or are not being actively contested in good faith; or

(vii) Association assessments or other charges assessed against the Parcel have not been paid or are not being actively contested in good faith.

No one except a previously approved Lessee shall be allowed to occupy a Parcel, either as a guest or otherwise, while an application for approval is pending before the Board of Directors. Anyone occupying a Parcel contrary to this provision (except the Owner and the their residents) shall be deemed to have withdrawn their application for approval and any Lease that has been completed prior to the expiration of the approval period set forth below shall be deemed null and void. The Association shall have the right to conduct a personal interview of any proposed Lessee prior to the approval/denial of any application. The Association shall have the right to impose a reasonable fee in the amount of \$100.00 (or the highest rate allowed by law if less than \$100.00) in connection with any requested approval of any Lease. Any Owner wishing to lease a Parcel must submit his or her application using a uniform lease addendum form approved by the Board which, among other items, shall include a provision to the effect that the Owner and the proposed Lessee grant to the Association the right to terminate the Lease and evict the Lessee and other occupants if the Lessee or any other occupant violate the Association's governing documents (including Association rules and regulations) or the Owner becomes delinquent in the payment of any monetary obligation owed the Association. A Common Area deposit equal to One Thousand and 00/100 dollars (\$1,000.00) must be provided to the Association before any proposed Lease for a Parcel is approved. This deposit shall be utilized to reimburse the Association for any damage to the Common Area caused by any such Lessee or its guests, residents, or invitees, and any balance remaining at the end of the term of the Lease shall be returned by the Association to the Lessee. No subleasing or assignment of Leases is permitted. The Board of Directors must approve or disapprove an application for approval to Lease within five (5) business days after submission of a complete and accurate application for approval. If the Board fails to give written notice of its approval or disapproval within this time period, the application shall be deemed denied by the Association. All remedies set forth herein are in addition to (and not in lieu of) any and all remedies available to the Association as a matter of law.

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Except as proposed above, all other terms and provisions of the Declaration of Covenants, Conditions, Restrictions and Easements for Olde Cypress shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Association has caused these Amendments to the Declaration of Covenants, Conditions, Restrictions and Easements for Olde Cypress to be executed by its duly authorized representative this 3 day of June, 2013.

OLDE CYPRESS MASTER PROPERTY OWNERS ASSOCIATION, INC.

By: Damian Thomas

as its authorized representative

Steve DeAngelis  
Witness Signature  
Steve DeAngelis  
Print Witness Name

Thomas M. Tatro  
Witness Signature  
THOMAS M. TATRO  
Print Witness Name

STATE OF FLORIDA )

COUNTY OF COLLIER )

THE FOREGOING instrument was executed before me this 3 day of JAN, 2013, by Damian Thomas, as the authorized representative of the Olde Cypress Master Property Owners Association, Inc., who acknowledged to me that he/she signed the foregoing document, and who is personally known to me, or who produced \_\_\_\_\_ as proof of identity.

3 WITNESS my hand and official seal at the County and State aforesaid this JAN day of JAN, 2013.

[Signature]  
Notary Public State of Florida  
Commission Expires:  
