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WHEN RECORDED RETURN TO:

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Recording Fee: \$35.50

CERTIFICATE OF AMENDMENT

DECLARATION OF RESTRICTIVE COVENANTS

FOR EDEN AT THE STRAND

I HEREBY CERTIFY that the following amendment to the Declaration of Restrictive Covenants for Eden at the Strand, were duly adopted by the Association membership at the duly noticed Annual Members' meeting of the Association on the 5th day of February, 2009. Said amendments were approved by a proper percentage of voting interests of the Association. The Declaration of Restrictive Covenants is recorded at O.R. Book 2557, Page 0577, et seq., of the Public Records of Collier County, Florida.

Additions indicated by underlining.
Deletions indicated by ~~striking through~~.

Amendment: **Article I, Adding New Section "l," "Lease"; and Adding New Section "t," "Tenant"**

**ARTICLE I
DEFINITIONS**

The following terms when used in this Declaration shall have the following meanings:

(Sections "a" through "k" unchanged)

l) "Lease," when used in the context of the renting of Units, means the grant by a Unit Owner of a right of use of the Owner's Unit for consideration.

(The remainder of Article I re-lettered to "m" through "s" as appropriate)

t) "Tenant" means a person occupying a unit, other than the Owner, whether pursuant to a verbal or written agreement, where said occupancy by the non-owner involves consideration, the payment of money, the exchange of goods and services, etc.

Amendment (Continued):

Article V, Adding New Section 15,
"Attachment of Rental Income
When Owner is Delinquent"

ARTICLE V
COVENANTS FOR MAINTENANCE ASSESSMENTS

(Sections 1 through 14 unchanged)

Section 15. Attachment of Rental Income When Owner is Delinquent. Notwithstanding any other remedy available to the Association under this Declaration, the Bylaws, or applicable law, the Association shall have the following options when payment of assessments are in default. The Association may, without order of the court, direct rental income (by written notice to the Tenant with copy to Owner) from Lots in default to be paid directly to the Association until all outstanding assessments, interest, costs, collection expenses, attorney's fees and receiver's fees, if applicable, are satisfied. If a Tenant fails to comply with the Association's request, the Association shall have the authority to evict the Tenant. As an alternative, the Association may apply to a court of competent jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental proceeds paid on account of a Unit in default paid directly to the Association, the court registry, or a receiver, as the court may direct. The Association may choose any of these courses of action as the Board deems appropriate without same constituting a waiver or election of remedies.

Amendment (Continued):

Article VII, Adding New Section 3,
"Leasing of Lots"

ARTICLE VII
USE OF PROPERTY

(Sections 1 and 2 unchanged)

Section 3. Leasing of Lots. In order to assure a community of congenial residents and thus protect the value of the Lots, the conveyance and leasing of the Lots by an Owner shall be subject to the following provisions:

a. Single Family Use Only. Only entire Lots may be rented or leased. A lease is any use of a Lot by a person other than the Owner for consideration. All leases must be in writing. There shall be no subdivision or subletting of Lots. "Rent Sharing" or the renting of rooms is prohibited. Tenants may only occupy Lots as a single-family residence. Single family shall mean one person, or not more than two unrelated persons who regularly and customarily reside together as a single housekeeping unit or three or more persons who regularly

and customarily reside together as a single housekeeping unit wherein no more than one such person is not related to all other such persons by blood, marriage or legal adoption. Under no circumstances may more than one family reside in a Home at one time. When used in this Article "reside" shall mean occupancy for more than thirty-days during any calendar year. Nothing herein shall prevent an Owner from leasing a Lot subject to the conditions and covenants contained in this Declaration.

b. Term, Maximum Occupancy. All leases shall be limited to two permanent occupants per bedroom. A permanent occupant shall include any person who resides in a Home for any period exceeding fourteen days during any calendar year. No Owner may lease less than the entire Lot or lease or rent their Lot for a term or period of less than three months, so that the high quality of the Community shall be maintained and not become a lodging facility for transients. If any lease is terminated before the end of the three-month period a new lease may not be entered into until the original three-month period expires except when the termination of a lease is for good cause as determined at the sole discretion of the Board. No sub-leases are allowed.

c. Board Right of Approval. The Board shall have the authority to approve all leases and renewals thereof, which authority may be delegated to a committee or managing agent. The Board shall have the authority to promulgate or use a uniform lease application, a uniform lease, and/or a uniform lease addendum form, and require such other information from the proposed Tenant as is it deems appropriate. The Board shall have the right to delegate the screening of proposed Tenants to a committee, a managing agent, or a Tenant-screening entity. The Association may charge a fee for consideration of lease applications that does not exceed two hundred dollars (\$200.00) per transaction. The Board may require an interview of any proposed Tenant, spouse and all proposed occupants of a Lot as a condition for approval. No lease shall be approved if the Owner is delinquent in any obligation to the Association for the payment of assessments, charges, costs and interest, or in any other respect pursuant to this Declaration.

EDEN AT THE STRAND HOMEOWNERS' ASSOCIATION, INC.

BY: Helen K. Gardiner
Helen Koenig Gardiner, President

Date: March 13, 2009

(CORPORATE SEAL)

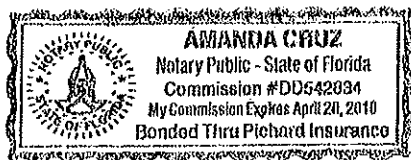
STATE OF FLORIDA)
) SS:
COUNTY OF COLLIER)

The foregoing Certificate of Amendment was acknowledged before me this 13 day of March, 2009 by **Helen Koenig Gardner** as President of **Eden at the Strand Homeowners' Association, Inc.**, a Florida Corporation, on behalf of the corporation. She is personally known to me or has produced (type of identification) as identification.

Amanda Cruz
Notary Public

Amanda Cruz
Printed Name

My commission expires: 4/20/2010



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