

EFF FEB 14, 2012

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Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee \$44.00 Deputy  
Clerk ERECORD

This Instrument prepared by:  
Christopher J. Shields, Esq.  
PAVESE LAW FIRM  
1833 Hendry Street  
Fort Myers, Florida 33901  
(239) 334-2195

RECEIVED  
FEB 15 2012

**CERTIFICATE OF AMENDMENT  
TO THE  
AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM  
FOR  
PROVINCETOWN CONDOMINIUM,  
  
FORMERLY KNOWN AS  
NEW SOUTH PROVINCE, A CONDOMINIUM**

THE UNDERSIGNED, being duly elected and acting President of PROVINCETOWN CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, do hereby certify that all resolutions set forth below were approved, evidenced by a written statement or ballot manifesting their intention that such amendments be adopted. The resolutions were approved and adopted by the votes indicated for the purposes of amending the Amended and Restated Declaration of Condominium for Provincetown Condominium, Formerly Known as New South Province, A Condominium ("Declaration"), recorded at O.R. Book 3225, Pages 4418, et. seq., of Lee County Public Records, as subsequently amended:

1. The following resolutions were approved by the requisite percentage of the members at a duly called meeting of the Association:

**RESOLVED:** That the Declaration be and are hereby amended, and the Amendments to the Declaration are in the form attached hereto as Exhibit "A."

**RESOLVED:** That the officers and directors are hereby instructed and authorized to execute the aforementioned document and cause it to be filed of Public Record, together with a Certificate of Amendment.

Dated this 12<sup>th</sup> day of February, 2012.

1

PAVESE LAW FIRM	
Recorded Electronically	
ID	<u>2012000032496</u>
County	<u>Lee</u>
Date	<u>2/14/12</u> Time <u>3:20pm</u>

PROVINCETOWN CONDOMINIUM ASSOCIATION, INC.

WITNESSES:

[Signature]  
Signature

Kelly Boyd  
Printed Name of Witness #1

By: [Signature]  
Print Name: ROBERT PLOSKI  
Title: President

[Signature]  
Signature

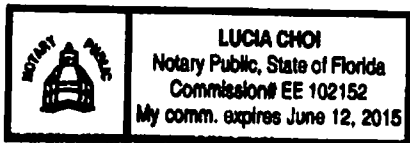
STEPHANA SCOTT  
Printed Name of Witness

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FEB 15 2012

STATE OF FLORIDA )  
COUNTY OF LEE )

The foregoing instrument was acknowledged before me this 11 day of February, 2012, by Robert Ploski, President of Provincetown Condominium Association, Inc., who is personally known to me and who did not take an oath or who produced FL DRIVERS LICENSE.



[Signature]  
Notary Public Signature

LUCIA CHOI  
(Printed Name)  
My Commission Expires: 06/12/15

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**EXHIBIT "A"**

**AMENDMENT  
TO THE  
AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM  
FOR  
PROVINCETOWN CONDOMINIUM,  
FORMERLY KNOWN AS  
NEW SOUTH PROVINCE,  
A CONDOMINIUM**

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The Amended and Restated Declaration of Condominium for Provincetown Condominium, Formerly Known as New South Province, a Condominium, shall be amended, as follows (otherwise, all other provisions shall remain the same):

[New language is shown in underlined type; Deleted language is shown in ~~strike-through type~~.]

**1. Section 11.8 of the Declaration shall be amended as follows:**

11.8 A transfer fee made payable to the Association in the amount of ~~\$25.00~~\$50.00 for any sale transfer approval and ~~\$50.00~~\$75.00 for any lease approval shall accompany the application. Upon receipt of all information and fees required by Association, the Association shall have the duty to approve or disapprove all proposed transfers or leases within thirty (30) days of receipt of such information for approval. All requests for approval not acted upon within thirty (30) days shall be deemed approved. Applications for renewals of lease agreements shall be submitted at least fifteen (15) days in advance of the expiration of the lease agreement. If the Association disapproves a proposed transfer, lease or renewal, the unit owner shall receive a short statement indicating the reason for the disapproval, and the transfer or lease shall not be made or renewed. The Association shall have no duty to provide an alternate buyer or lessee (whether long term or short term) nor shall it assume any responsibility for the denial of a transfer or lease application if any denial is based upon any of the following reasons:

(A) The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude.

(B) The application for approval on its face, or the conduct of the applicant, indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and

restrictions applicable to the condominium. By way of example, but not limitation, an owner allowing a tenant or transferee to take possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with applicable restrictions.

(C) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this condominium as a tenant, unit owner or occupant of a unit.

(D) The person seeking approval has failed to provide the information, fees, or appearances required to process the application in a timely manner.

(E) All assessments, fines and other charges against the unit have not been paid in full.

(F) The proposed occupant makes any material misrepresentation during the application process, which shall justify retroactive disapproval of the application upon discovery of the misrepresentation.

(G) As a condition of renting a unit, the Board may require the posting of a security deposit for damages to the common elements as provided by law.

**2. Section 11.10 of the Declaration shall be amended as follows:**

**11.10 "House Guests" or "Guests". A "guest" is defined as a person who enters upon the condominium property at the express or implied invitation of a unit owner, tenant or other guest (or their respective families) for the purpose of visiting the unit owner, tenant or other guest (or his respective family), or utilizing the Condominium Property. Use or visitation without consideration (payment) distinguishes a guest usage from a tenancy. No guest(s) shall reside within a unit for a period of more than thirty (30) days (one month) during a calendar year. Written approval by the Association must be given for any period of visitation longer than thirty (30) days. Guest Parking Permits for use in the Guest Parking designated spaces, designated enclosed garage spaces or apron spaces may be obtained from the Association office for a period of two (2) weeks and renewed for a period of two (2) weeks in consecutive order. Residency in a unit after thirty (30) days (one month) signifies permanent occupancy. Permanent occupancy requires an Application for Occupancy form to be completed, and an interview to be held with the Board of Governors for the designated agent. A lessee shall attach the \$50.00 fee to the completed Application for Occupancy form before presentation to the Association office. There are various types of guest uses, which are regulated as follows:**

**(A) Non-Overnight Visitation by Guests When Unit Owner is in Residence. There is no restriction against this type of guest usage, provided that same does not create a nuisance or annoyance to other condominium residents, nor prevent their peaceful enjoyment of the premises. Non-overnight guests need not be registered with the Association. Non-overnight guests shall be entitled to use the Condominium facilities only when accompanied by the unit owner (or an adult resident member of the unit owner's family). The Board may establish additional restrictions on non-overnight guest usage**

of Condominium facilities, such as maximum numbers of guests who may use common facilities, maximum numbers of common facility usages per guest, and the like.

(B) Overnight Guests When Unit Owner is in Residence. Unit owners (and their respective family) may have related or unrelated overnight guests, so long as the unit owner is in simultaneous residence. There is no requirement for registration of overnight guests with the Board unless they occupy the unit for longer than thirty (30) days. Under no circumstances may more than two (2) persons per bedroom plus two (2) (including the Unit Owner and his family) sleep overnight in any unit.

(C) Non-Overnight Guests in the Absence of the Unit Owner. Unit owners are not permitted to have non-overnight guests when the unit owner is absent from the Condominium. Unit owners may have their units inspected by caretakers, family members, etc. However, such individuals shall not be permitted to use Condominium facilities, such as recreational facilities.

(D) Overnight Guests in the Absence of the Unit Owner. Unit Owners are permitted to have overnight guests in the absence of the unit owner subject to the following conditions, and such other rules and regulations as may be deemed necessary by the Board to effectuate the residential, non-transient nature of this Condominium.

(1) Non-Related Overnight Guests in the absence of the owner will be limited to two (2) occupancies per calendar year and for a maximum period of 14 days. The limitation of unit density in Article 11.10(B) applies. Ten (10) days prior notice to the Association is required.

(2) Related Overnight Guests may occupy a unit in the absence of the owner. For the purpose of this clause, "related" means all persons who are staying in the unit on an overnight basis, in the absence of the owner, are related to the unit owner or primary occupant (by blood, marriage, or adoption) to the following degree: parent, grandparent, child, grandchild, or sibling. The limitation on unit density in Article 11.10(B) applies.

(E) Additional Board Authority. The Board may promulgate such rules, policies, and procedures as are necessary to implement this Article. In the event that unit owners are suspected of circumventing rental restrictions by receiving consideration for occupancies which are held out as guest occupancies, the Association may require proposed guest occupants to submit proof of familial/relationship, an affidavit as to absence of payment for the right to occupy the premises, and the like.

(F) All guests must provide photo identification at the gate prior to being granted entrance to the Condominium, and by doing so shall agree and consent to the Association making and maintaining a copy of the identification provided.

(G) Guest visitation for any purpose and for any period of time or duration by convicted felons, including but not limited to registered sex offenders and persons who have been convicted of narcotic offenses is strictly prohibited.