

Prepared by and return to:
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**CERTIFICATE OF AMENDMENT
TO THE
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF
COMPASS POINT SOUTH AT WINDSTAR, A CONDOMINIUM**

I HEREBY CERTIFY that the following amendments to the Amended and Restated Declaration of Condominium of Compass Point South at Windstar, a Condominium, were duly adopted by the Association membership at the duly noticed Meeting of the Members of the Association on the 12th day of October 2022. Said amendments were approved by a proper percentage of voting interests of the Association.

The Amended and Restated Declaration of Condominium is recorded at Official Records Book 5233, Page 1355, *et seq.*, of the Public Records of Collier County, Florida, as amended. The original Declaration of Condominium was recorded at Official Records Book 1742, Page 1339, *et seq.*, of the Public Records of Collier County, Florida, as amended.

WITNESSES

**COMPASS POINT SOUTH AT WINDSTAR
CONDOMINIUM ASSOCIATION, INC.,**
a Florida not for profit corporation

Tiffani Amara
Signature of First Witness

Gerald Tedesco
By: Gerald Tedesco
Title: President

Tiffani Amara
(Printed Name of First Witness)

Lisa Winebrenner
Signature of Second Witness

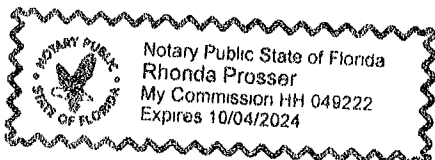
Lisa Winebrenner
(Printed Name of Second Witness)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged [or if an affidavit "sworn to and subscribed"] before me, by means of physical presence or online notarization, this 21 day of October 2022, by Gerald Tedesco, as President of Compass Point South at Windstar Condominium Association, Inc., who is personally known to me, or [] has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 21 day of October 2022.

(NOTARY STAMP/SEAL)



Rhonda Prosser
Notary Public for the State of Florida
Print Name: Rhonda Prosser
My Commission Expires: 10/4/24

AMENDMENTS

TO THE

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF
COMPASS POINT SOUTH AT WINDSTAR, A CONDOMINIUM

Additions are underlined.
Deletions are ~~stricken through~~.

Section 1 of the Declaration is hereby amended as follows:

1. SUBMISSION TO CONDOMINIUM OWNERSHIP. The land subject to this Declaration, and all improvements thereon, have already been submitted to the condominium form of ownership and use pursuant to the Florida Condominium Act, as it may be amended from time to time. No additional property is being submitted to the condominium ownership by this Declaration.

Section 11.3 of the Declaration is hereby amended as follows:

11.3. Common Elements. The maintenance and repair of the common elements is the responsibility of the Association and is a common expense. No material alteration of, or substantial additions to the common elements may be made without prior approval by the owners of not less than two-thirds of the units present and voting in person or by proxy at a meeting at which a quorum is attained.

Section 13 of the Declaration is hereby amended as follows:

13. TRANSFER OF OWNERSHIP OF UNITS: In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the units and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership of a unit by an owner is subject to the following provisions so long as the condominium exists, which provisions each owner of a unit covenants to observe. Any person who was not approved as part of the conveyance to the present unit owner must be approved in advance of taking occupancy as provided herein, and for good cause may be disapproved, regardless of whether or not said person shall be obtaining an ownership interest in the unit.

13.1. Forms of Ownership.

A. Natural Person. A unit may be owned by one natural person who has qualified and been approved as elsewhere provided herein.

B. Co-ownership. Co-ownership of units may be permitted. If co-ownership is to be by more than two persons who are not married, the Board shall condition its approval upon occupancy only by one approved natural person as "primary occupant" and use of the unit by other persons is as if

the primary occupant were the only actual owner. Any change in the primary occupant is treated as a transfer of ownership subject to all the provisions of this Section 13.

C. Ownership by Corporations or Trusts. A unit may be owned in trust, or by a corporation, partnership, or other entity which is not a natural person, if approved in the manner provided for the transfers of title. The intent of this provision is to allow flexibility in estate, financial, or tax planning, and not to create circumstances in which the unit may be used as a short term transient accommodation for several individuals or families. The approval of a trustee, or corporation or other entity as a unit owner is conditioned upon designation of one natural person or husband and wife to be the "primary occupant" and the use of the unit by other persons is as if the primary occupant and spouse were the only actual owners. Any change in the primary occupant is treated as a transfer of ownership subject to all the provisions of this Section 13. No more than one such change will be approved in any twelve-month period.

D. Life Estate. A unit may be subject to a life estate, either by operation of law or by approved voluntary conveyance. In that event, the life tenant is deemed the only member or owner of such unit and shall be liable for all assessments and charges against the unit. Upon termination of the life estate, the holders of the remainder interest shall be separately approved by the Association.

E. Designation of Primary Occupant. If any unit owner fails to designate a primary occupant when required to do so, the Board may make the initial designation for the owner and shall notify the owner in writing of its action. A tenant may not be a primary occupant designated by unit owner(s).

13.2. Transfers.

A. Sale or Gift. No unit owner may dispose of a unit or any interest therein by sale or gift (including agreement for deed) without the prior written approval of the Board of Directors of the Association.

B. Devise or Inheritance. If any unit owner acquires his title by devise or inheritance, he is subject to the approval of the Board of Directors of the Association. The approval of the Association may not be denied to any devisee or heir who was the previous owner's lawful spouse or marriage partner or related to the owner by blood or adoption within the first degree.

C. Other Transfers. If any person acquires title in any matter not considered in the foregoing subsections, the continuance of his ownership of his unit is subject to the approval of the Board of Directors of the Association under the procedures outlined in 13.3 below.

D. Committee Approval Delegation of Powers. To facilitate transfers proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to an ad hoc committee, ~~which shall consist of at least three members a single officer, or the community association manager.~~ The Chairman of the committee, ~~the officer, or the community association manager~~ shall be deemed a Vice-President, and as such is empowered to execute Certificates of Approval on behalf of the Association.

13.3. Procedures.

A. Notices to the Association.

(1) Sale or Gift. An owner intending to make a sale or gift of his unit or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least

thirty (30) days prior to the date of the proposed transfer, together with the name and address of the proposed purchaser or donee, a copy of the executed purchase agreement, and such other information as the Board may reasonably require. The Board may require the personal appearance of any purchaser or donee and spouse, if any, as a condition for approval.

(2) Devise, Inheritance, or Other Transfers. The transferee must notify the Board of his ownership and submit to the Board a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee has no occupancy right unless approved by the Board, but may sell or lease the unit following the procedures provided in this Section and in Section 14.

(3) Failure to Give Notice. If no notice is given, the Board, at its option, may approve or disapprove the transfer without prior notice. If it disapproves, the Board shall proceed as if it received notice on the date of such disapproval; however, the proposed transferee may provide the Board with the required notice and request reconsideration.

B. Board Action. Within twenty (20) days of receipt of the required notice and all information or appearance requested, whichever occurs later, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or a Vice-President of the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproved the transfer within twenty (20) days of receiving notice, such failure to act is deemed the equivalent of approval, and on demand the Board shall issue a Certificate of Approval to the transferee.

C. Disapproval.

(1) Procedure. A proposed transfer or transferee may be disapproved only if a majority of the entire Board so votes, ~~after receiving a written opinion of legal counsel that such disapproval is for good cause.~~ In determining if good cause exists the Board has the discretion to take into account mitigating factors, including, but not limited to, the recency of events. Only the following may be deemed to constitute good cause for disapproval:

(a) The person seeking approval or their spouse or any other proposed occupant is a registered sex offender or sexual predator in Florida or any other state, or has been convicted of a crime involving violence to persons or property, a crime involving possession or sale of a controlled substance, or a crime demonstrating dishonesty or moral turpitude;

(b) The person seeking approval has a record of financial irresponsibility, including, without limitation, prior bankruptcies, foreclosures, or bad debts;

(c) The application on its face gives the Board reasonable cause to believe that the applicant intends to conduct himself or herself in a manner inconsistent with the covenants and restrictions applicable to the condominium;

(d) The person seeking approval or any of the proposed occupants has a history of disruptive behavior or disregard for the rights or property of others;

(e) The person seeking approval, their spouse, or any other proposed occupant has evidenced an attitude of disregard for Association rules by his or her conduct in this condominium as a tenant, unit owner, or occupant of a unit;

(f) The person seeking approval, their spouse, or any other proposed occupant has failed to provide the information, fees, or interviews required to process the application in a timely manner or provided false information during the application process.

(g) The transaction, if a sale or gift, was concluded by the parties without having sought and obtained the prior approval required herein.

~~(2) Disapproval. If the Board disapproves a prospective purchaser who has signed a written contract to purchase a unit and who has made at least a 10 percent down payment, then within sixty (60) days after giving notice of such disapproval to the owner, the Board shall submit an offer by an approved purchaser to buy the unit on the same terms and conditions in the purchase agreement, unless the selling price is reasonably questioned as being bona fide, in which event the price to be offered shall be determined by taking the average price established by two qualified real estate appraisers familiar with the current condominium prices in Collier County, one appraiser to be selected by the selling owner and the other selected by the Board. The cost of the appraisals shall be shared equally by the owner and the Association. Closing and transfer of the unit shall be within thirty (30) days from the submission of the agreement to purchase by the Association or ten (10) days after the price is determined as provided above, whichever occurs later.~~

~~(3) Failure of Board to Submit Offer. If the Board fails to submit an offer to purchase by an approved purchaser within sixty (60) days after the giving notice of disapproval to the owner, then the purchaser is deemed to be approved, despite the Board's former disapproval, and upon demand a Certificate of Approval shall be issued.~~

13.4. Exception. The provisions of 13.2 and 13.3 are not applicable to the acquisition of title by an institutional mortgagee or other approved mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure, but the Association's approval shall be required for the subsequent resale or lease of a unit by such mortgagee.

13.5. Unapproved Transfers. Any transfer which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved in writing by the Board. The Association is not obligated to provide an alternate purchaser if the transaction is denied for good cause.

13.6 Fees and Deposits Related to the Sale of Units. Whenever herein the Board's approval is required to allow the sale or other transfer of an interest in a unit, the Association may charge the owner a pre-set fee for processing the application, such fee not to exceed the maximum amount allowed by law.

Section 14 of the Declaration is hereby amended as follows:

14. LEASING OF UNITS: Leasing restrictions herein apply to any type of occupancy for which consideration has been paid to the Owner, including, but not limited to, a lease or license. As used herein, the term "leasing" and all its derivations is synonymous with licensing and all its derivations, including, but not limited to, arrangements facilitated by Airbnb, FlipKey, VRBO, Tripping.com, House Trip, Luxury Retreats, HomeAway, and/or similar arrangements. In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of Units by Owners shall be restricted as provided in this Section 14. The lessee 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 not approved under the existing lease. All leases of units must be in writing even if no rent or other consideration is involved. A unit owner may lease only his entire unit, and then only in accordance with the following.

14.1 Procedures.

A. Notice. An owner intending to make a lease of his unit shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days prior to the proposed transaction, together with the name and address of the proposed lessees, a copy of the proposed lease, required fees, signed statements by the owner and the lessees that the Rules and Regulations of the Association have been provided and will be abided by and such other information as the Board may reasonably require, including, but not limited to, a credit report, background check, and proof of lawful residency. The Association may determine the form of the application for approval of leases and prescribe a form of lease or addendum to be used by the Owners. The Board may require a personal interview with any lessee, proposed occupant, and his or her spouse, if any, as a pre-condition to approval. The applicant must sign to acknowledge receipt of the rules and regulations of the Association.

B. Approval. After the required notice and all information or appearances requested have been provided, the Board shall approve or disapprove the proposed lease within ten (10) days. If the Board neither approves nor disapproves within the time stated above, such failure to act is deemed the equivalent of approval, and on demand the Board shall issue a Certificate of Approval to the lessee.

C. Disapproval. Unless the authority has been delegated as provided in (2) above, A a proposed lease shall be disapproved only if a majority of the whole Board so votes, and in such case the lease is nullified and shall not be made. The Board has the power to evict on five (5) days notice if the lessee occupies the premises. The Board may not approve a lease when the payment of assessments for that unit is delinquent. When determining good cause to disapprove a lease the Board shall consider each application on a case-by-case basis and consider mitigating factors, including, but not limited to, the recency of events and the detrimental effect on the community based on verifiable data and information. Appropriate grounds for disapproval shall include, but not be limited to the following:

(1) The unit owner is delinquent in the payment of assessments at the time the application is considered;

(2) The unit owner has a history of leasing his unit without obtaining approval or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his unit;

(3) The prospective lessee or any proposed occupant during previous occupancy in this Condominium has evidenced an attitude of disregard for the Association rules;

(4) The prospective lessee or any proposed occupant gives false or incomplete information to the Board as part of the application procedure, or the required fees and/or security deposit is not paid;

(5) The owner fails to give proper notice to the Board of Directors of his intention to lease his unit;

(6) The real estate company or rental agent handling the leasing transaction on behalf of the owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, or entering into leases without prior Association approval;

(7) The application on its face indicates that the person seeking approval or any of the proposed occupants intend to conduct themselves in a manner inconsistent with the covenants and restrictions applicable to the Association;

(8) The prospective lessee or any of the proposed occupants is registered as a sexual offender or sexual predator or has been convicted of a crime involving violence to persons or property, a crime involving sale or possession of a controlled substance, or a crime demonstrating dishonesty or moral turpitude:

(9) The prospective lessee or any of the proposed occupants has a history of conduct which evidences disregard for the rights and property of others.

D. Failure to Give Notice. If proper notice is not given, the Association at its election may approve or disapprove the lease without prior notice. If it disapproves, the Association shall proceed as if it received notice on the date of such disapproval; however, the proposed lessee may provide the Board with the required notice and request reconsideration. Any lease entered into without 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 power to evict the lessee within five (5) days notice, without securing consent to such eviction from the unit owner.

E. Applications. Applications for authority to lease shall be made to the Board of Directors on such forms and include such terms as the Board may, from time to time, provide. The legal responsibility for paying condominium assessments may not be delegated to the lessee. However, if a unit owner becomes 90 or more days delinquent in paying assessments and/or other monetary obligations to the Association during the period of the lease, the Association has the right to require that rental payments be made to the Association. The Association may make a written demand to the tenant that he pay the Association the subsequent rental payments and continue to make such payments until all monetary obligations of the unit owner related to the unit have been paid in full to the Association. The tenant must pay the monetary obligations to the Association until the Association releases the tenant or the tenant discontinues tenancy in the unit. Tenants do not, by virtue of payment of monetary obligations to the Association, have any of the rights of a unit owner to vote in any election or to examine the books and records of the Association.

F. Committee Delegation of Powers. To facilitate approval of leases proposed during times when many of the members are not in residence, the Board of Directors may by resolution delegate its approval powers to an ad hoc committee, ~~which shall consist of at least three members a single officer, or the community association manager.~~ The Chairman of the committee, the officer, or the community association manager shall be deemed a Vice-President, and as such is empowered to execute Certificates of Approval on behalf of the Association.

13.6. Terms of Lease and Frequency of Leasing. No unit may be leased more than three times in any calendar year. No lease may be for a period of less than one month. No subleasing or assignment of lease rights by the lessee is allowed.

13.7. Occupancy During Lease Term. No one but the lessee, his family and their guests may occupy the unit. The total number of overnight occupants of a leased unit is limited to two (2) persons per bedroom, plus one (1). No pets are allowed in leased units.

13.8. Occupancy in Absence of Lessee. If a lessee absents himself from the unit for any period of time during the lease term, his family already in residence may continue to occupy the unit and may have house guests subject to the restrictions in 14.3 above and providing that at least one member of the family in residence is at least 18 years of age. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the unit.

13.9. Regulation by the Association. All of the provisions of the Condominium Documents and

the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a unit as a lessee or guest to the same extent as against an owner, and a covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the condominium documents, designating the Association as the owner's agent, with the authority to terminate any lease or other occupancy agreement in the event of violations by the tenant of such covenant, is deemed to be included in every occupancy agreement, whether oral or written and whether specifically expressed in such agreement. The Association may levy fines, suspend common area use rights, and/or file suit to evict any tenants in its own name and without consent of the owner in the event that any lessee violates the provisions of the governing documents, in addition to all other remedies available to the Association. In such cases, the owner and the lessee shall be jointly and severally liable for all attorney's fees and costs, including those incurred prior to the filing of the lawsuit.

13.10. Fees and Deposits Related to the Lease of Units. Whenever herein the Board's approval is required to allow the lease of a Unit, the Association may charge the Owner a preset fee for processing the application, in an amount not to exceed the maximum amount allowed by law. No fee may be charged for approval of a renewal or extension of a lease with the same lessee.

13.11 Advertisements to Lease. No owner nor any person or entity on their behalf shall publish or cause to be published any advertisement, notice, solicitation, or communication of any type in any form of media, including, but not limited to, television, radio, internet, website, newspaper, or magazine, that indicates or suggests that a unit or portion thereof may be leased in any manner not specifically set forth herein, including, but not limited to, the number of allowed leases per unit per year and the time restrictions/limitations per lease. Without limiting any remedies for violations authorized to the Association, all owners are hereby deemed to authorize the Association to provide a copy of this provision to any applicable leasing agent or realtor, or to the publisher or operator of any such sites or media outlet(s), and to demand the immediate removal of said advertisement.

[All other provisions remain unchanged.]