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Prepared by and after recording return to: Glenn J. Ballenger, Esq. Ballenger Law Firm, P.A. 826 Anchor Rode Drive Naples, FL 34103

(The space above this line is reserved for recording information.)

**CERTIFICATE OF AMENDMENT**

THE UNDERSIGNED, being the duly elected President of CARMEL AT VANDERBILT RESIDENTS ASSOCIATION, INC., a Florida corporation not-for-profit, does hereby certify that at a meeting of the members held on September 10, 2018, after due notice, called for the purpose of amending and restating the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Carmel at Vanderbilt Lakes as recorded at Instrument # 6722286, in the Public Records of Lee County, Florida, the following resolutions were approved by more than a two thirds of the members present at the meeting:

RESOLVED: That Section 11.9 the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Carmel at Vanderbilt Lakes is hereby amended and restated and is adopted in the form attached hereto and made a part hereof and

RESOLVED: That Section 12.3 the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Carmel at Vanderbilt Lakes is hereby amended and restated and is adopted in the form attached hereto and made a part hereof and

9-28-18  
Date

CARMEL AT VANDERBILT RESIDENTS ASSOCIATION, INC

[Signature]  
Signature of Witness  
ROBERTA J DALTON  
Print name of Witness

By: [Signature]  
Lori Gurin, President  
4985 Tamiami Trail East  
Naples, Florida 34113

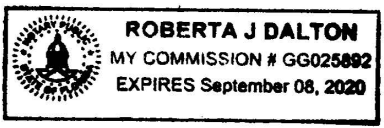
[Signature]  
Signature of Witness  
CHRISTOPHER D. SCHROEDER  
Print name of Witness

(SEAL)

STATE OF FLORIDA  
COUNTY OF LEE

I hereby certify that on this 28 day of September, 2018, personally appeared before me Lori Gurin, as President of Carmel at Vanderbilt Residents Association, Inc., a Florida corporation not for profit, who executed the foregoing certificate in the name of, and on behalf of, said corporation. She (choose one)  is personally known to me or  has produced \_\_\_\_\_ for identification and did not take an oath.

[Signature]  
Signature of Notary Public  
ROBERTA J DALTON  
Print name of Notary (SEAL)  
My Commission Expires:



**AMENDMENTS TO THE AMENDED AND RESTATED  
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR CARMEL AT VANDERBILT LAKES**

**Note: New language is underlined; language being deleted is shown in ~~struck through~~ type.**

**Section 11.9 of the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Carmel at Vanderbilt Lakes shall be amended as follows:**

**11.9 Pets.** The Owner of each Lot may keep a maximum of two (2) commonly accepted and domesticated household ~~pets~~ animals (such as cats, dogs, fish and caged birds) ~~in a Lot reasonable numbers in the Residence.~~ A tenant may keep only one (1) animal in a Lot during the tenancy. ~~Animals~~ The pet must be carried ~~under the Owner's arm~~, caged or leashed at all times while outside of the Residence. The ability to keep ~~such a pet~~ an animal in a Lot is a privilege, not a right, and the Board of Directors is empowered to order and enforce the removal of any animal pet which becomes a source of unreasonable annoyance to other residents of the Properties. **Owners are responsible for the conduct of and the clean-up after their animals pet(s).** The Board of Directors may adopt further regulations regarding keeping or house of animal pet(s) upon the Properties. No reptiles, amphibians, poultry or livestock may be kept on the Properties. Animals ~~Pets~~ shall not be left unattended in a garage or outside the interior portions of a Residence.

**Section 12.3 of the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Carmel at Vanderbilt Lakes shall be amended as follows:**

**12.3 Term of Lease and Frequency of Leasing.** No residential unit may be leased for a period of less than ninety (90) ~~thirty (30)~~ days nor more than one (1) year. A residence may be leased only one time in any twelve month period. To determine the frequency of leasing under this provision, a twelve month period shall begin on the first day of a lease. No option for the lessee to extend or renew the lease for any additional period shall be permitted unless the extension or renewal has been approved by the Board. No subleasing or assignment of lease rights by the lessee is allowed. The Owner of the Lot shall be responsible for the actions of their lessee as they pertain to the rights and obligations pursuant to the governing documents and shall be jointly and severally liable to the Association for any damage to the common areas caused by their lessee.