

CERTIFICATE OF AMENDMENT
TO THE
DECLARATION
OF COVENANTS, RESTRICTIONS AND EASEMENTS FOR
THE ISLE OF TUSCANY

The Declaration of Covenants, Restrictions and Easements for The Isle of Tuscany has been recorded in the public records of Saint Lucie County, Florida at Official Records Book 850, Page 459 et. seq. and amended at Official Records Book 855, Page 2126 et. seq., Official Records Book 864 Page 2077, et. seq., Official Records Book 915, Page 1244, et. seq., Official Records Book 927, Page 1444, et. seq., Official Records Book 933, Page 1657, et. seq., Official Records Book 1258, Page 2839, et. seq., Official Records Book 3709, Page 1274, et. seq., and Official Records Book 4095, Page 337, et. seq. The same Declaration of Covenants, Restrictions and Easements for The Isle of Tuscany is hereby amended as approved by 75% of the Board, and by at least 51% of the Members at a duly convened meeting of the Members.

1. **Article XIV, §25 is amended to read as follows:**

ARTICLE XIV

USE RESTRICTIONS

§25. **LEASES.**

Leasing of Homes. The following shall apply to the leasing of Homes:

(a) **General Provisions.**

- i. **Application Form.** The Association is vested with the authority to prescribe an application form which may require specific personal, social, criminal and other data, including credit reports, related to the intended lessee and occupants, as may reasonably be required by the Association in order to enable the Association to investigate the intended lessee or occupants within

the time limits extended to the Association for that purpose. The application shall be completed and submitted to the Association along with and as integral part of the notice of intended lease.

ii. Transfer Fee. The Board of Directors is empowered to charge a fee in connection with and as condition for the approval set forth herein in the amount not to exceed the maximum amount allowed by applicable law from time to time. There shall be no transfer fee in connection with the renewal of a lease, with the same lessee, if the renewed lease term immediately follows the expiration of the previous lease term.

iii. Unapproved Leases. Any lease which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to remove any occupants and personal belongings by injunctive relief or by other means provided in this Declaration should this section be violated.

iv. Special Remedy. All leases shall be deemed to contain the remedy and procedures of the Association as provided herein.

(b) Leasing of Homes. A Home Owner may lease only his entire Home, and then only in accordance with this section, after receiving the approval of the Association.

i. Notice by the Owner. An Owner intending to lease his Home shall give to the Board of Directors or its designee written notice of such intention at least fifteen (15) days prior to the proposed transaction, together with the name and address of the proposed lessee, an executed copy of the proposed lease, and such other information as the Board may reasonably require.

ii. Approval. After the required notice and all information and transfer fees have been provided, the Board shall approve or disapprove the proposed lease within fifteen (15) days. If the Board neither approves nor

disapproves within this time period, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a letter of approval to the Owner.

iii. Disapproval. A proposed lease shall be disapproved only if a majority of the whole Board so votes, and in such case, the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, any one or more of the following:

aa. The Owner is delinquent in the payment of assessments at the time the application is considered, and the Owner does not bring the delinquency current (with any interest, late fees, costs and attorney's fees also due and owing) within the time frame required by the Board of Directors;

bb. The Owner has a history of leasing his or her Home to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Home;

cc. The application on its face appears to indicate that the person seeking approval and/or intended occupants intend to conduct himself or themselves in a manner inconsistent with the covenants and restrictions applicable to the property and/or the rules and regulations of the Association;

dd. The prospective lessees or other intended occupants have been convicted of a felony involving violence to persons or property, a felony involving child abuse, a felony involving arson, a felony involving weapons, a felony involving drug trafficking, a felony involving a sexual offense, or a felony demonstrating dishonesty or moral turpitude;

ee. The prospective lessees or other intended occupants have a history of conduct which evidences disregard for the rights and property of others;

ff. The prospective lessees or other intended occupants, during previous occupancy, have evidenced an attitude or disregard for the covenants and restrictions applicable to the property and/or the rules and regulations of the Association;

gg. The prospective lessees or other intended occupants have failed to provide the information or appearances required to process the application in a timely manner, or provided false information during the application process or the required transfer fee is not paid or the owner fails to give proper notice of his intention to lease his Home to the Board of Directors.

iv. Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board of Directors at its' election, may approve or disapprove the lease.

v. Sub-Leasing; Renting Rooms. Sub-leasing of a Home shall be absolutely prohibited. Furthermore, no portion of a Home (other than an entire Home) shall be rented. The intention is that only entire Homes may be rented and Homes may not be sublet.

vi. Leasing Limitations.

aa. A Home may only be leased twice during any three hundred sixty five (365) day period.

bb. No lease shall be approved for a term of less than ninety (90) days.

cc. No Home may be offered for lease until the Home Owner has owned the Home for a period of at least one (1) year.

vii. Guests. Guests of a Home Owner occupying a Home when the Home Owner is not present for more than ninety (90) days shall be deemed lessees and must be approved as lessees under this provision.

viii. The Owner must make available to the lessee copies of the Declaration, Bylaws and the rules and regulations of the Association. The Owner will be responsible for any violations made by lessee. Any occupancy of a Home in violation of these restrictions shall be deemed a non-monetary default of this Declaration and may be enforced in accordance with the terms of this Declaration.

ix. With respect to any lessee or any person present at any Home or any portion of the Property other than an Owner and the members of its immediate family permanently residing with the Owner in the Home, if such person materially violates any provision of the Declaration, the Articles of Incorporation, Bylaws or rules and regulations of the Association, or if such person is the source of annoyance to the residents of the Neighborhood, or willfully damages or destroys any Common Areas or personal property of the Association, then upon written notice by the Association, such person shall be required to immediately leave the Neighborhood and if such person does not do so, the Association is authorized to commence an action to evict such lessee or compel the person to leave the Neighborhood and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable Owner, and the Association may collect such Assessment and have a lien for same in the same manner as other Assessments as provided in Article 8 above. The foregoing shall be in addition to any other remedy of the Association.

2. **Article XIV is amended to add §26, as follows:**

ARTICLE XIV

USE RESTRICTIONS

§26. TRANSFER OF OWNERSHIP OF HOMESITE. The following shall apply to the transfer of ownership of Homesites:

(a) General Provisions

(i) Application Form. The Association is vested with the authority to prescribe an application form as may require a specific personal, social, financial and other data, including credit reports, related to the intended purchaser and occupants, and relating to the "new owners" in the case of transfer by gift, devise or inheritance, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the intended purchaser, occupants or "new owners" within the time limits extended to the Association for that purpose. The application shall be complete and submitted to the Association along with and as integral part of the notice of intended transfer. The Association may conduct or request background checks and credit checks for all tenants and intended occupants.

(ii) Transfer Fee. The Board is empowered to charge a fee in connection with and as condition for the approval set forth herein in the amount not to exceed the maximum amount allowed by applicable law from time to time.

(iii) Unapproved Transfers. Any transfer which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board. The Association shall have the right to remove any occupants and personal belongings by injunctive relief or by other means provided in this Declaration should this section be violated.

(iv) Exception for Institutional Mortgagees. An institutional mortgagee, upon becoming an Owner through foreclosure or by deed in lieu of foreclosure, or whomsoever shall become an owner as a result of a foreclosure sale of a mortgage held by an institutional mortgagee, shall be exempt from the requirements below. However, this subsection shall not be construed to exempt the foregoing from compliance or permit the foregoing to be in non-compliance

with the provisions of the Association documents and rules and regulations of the Association; nor shall the grantee (other than another institutional mortgagee) of the foregoing be exempt from the requirements below.

(b) Transfer of Ownership of Homesites. In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the Homesites, inhibiting transiency, and facilitating the development of a stable, quiet community and piece of mind for all residents, the transfer of the ownership of a Homesite shall be subject to the following provisions:

- (i) Sale or Gift. No Owner may dispose of a Homesite or any interest in the Homesite by sale or gift (including agreement for deed) without prior written approval of the Board;
- (ii) Devise or Inheritance. If an Owner acquires his title by devise or inheritance, his or her right to occupy or use the Homesite shall be subject to the approval of the Board.
- (iii) Other Transfers. If any Person acquires title in any manner not considered in the foregoing sections 1 or 2, that Person shall have no right to occupy or use the Homesite before being approved by the Board under the procedures outlined below;
- (iv) Notice to Association – Sale or Gift. An Owner intending to make a sale or gift of his Homesite, or any interest in the Homesite, shall give to the Board or its designee written notice of such intention at least thirty (30) days prior to the intended closing date, together with the name and address of the proposed purchaser or donee, an executed copy of the sales contract, if any, and such other information as the Board may reasonably require. The Board may require the personal appearance of any purchaser or donee and his or her spouse or other intended occupants as a condition of approval.

- (v) Devise, Inheritance or Other Transfers. The transferee must notify the Board of his or her ownership and submit a certified copy of the instrument evidencing ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy or use right until approved by the Board.
- (vi) Demand. With the notice required above, the Owner or transferee seeking approval may make a written demand that if the transfer is disapproved without good cause, the Association shall furnish an approved alternate purchaser upon the same price and terms as in the disapproved sales contract or, if no contract is involved, for the fair market value of the Homesite determined as provided below. This obligation of the Association exists only if the written demand is made by the Owner or transferee along with and at the same time as the provision of the notice.
- (vii) Failure to Give Notice. If no notice is given, the Board, at its election, may approve or disapprove at the time it learns of the transfer. If any Owner fails to obtain the Association's approval prior to selling an interest in the Homesite, or making a gift of the Homesite, such failure shall create a rebuttable presumption that the seller and the purchaser or Owner making the gift, intend to violate the covenants of this Declaration and shall constitute good cause for the Association's disapproval.
- (viii) Approval. Within thirty (30) days of receipt of the required notice, transfer fee, personal appearance and information requested, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a certificate of approval and delivered to the transferee. If the Board neither approves or disapproves within this thirty (30) day time limit, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a certificate of approval to the transferee.

(ix) Disapproval

- (i) With Good Cause. Approval of the Association shall be withheld if a majority of the whole Board so votes. Only the following may be deemed to constitute good cause for disapproval:
- a) The Person seeking approval or intended occupants have been convicted of a felony involving violence to persons or property, a felony involving child abuse, a felony involving arson, a felony involving weapons, a felony involving drug trafficking, a felony involving a sexual offense, or a felony demonstrating dishonesty or moral turpitude;
 - b) The Person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcy, foreclosures or bad debts;
 - c) The application for approval on its face indicates that the Person seeking approval or intended occupants intend to conduct himself or themselves in a manner inconsistent with the covenants and restrictions applicable to the property and/or the rules and regulations of the Association;
 - d) The Person seeking approval or intended occupants have a history of disruptive behavior or disregard for the rights of the property of others;
 - e) The Person seeking approval or intended occupants have evidenced an attitude or disregard for the covenants and restrictions applicable to the property and/or the rules and regulations of the Association by his conduct on the

property as a lessee, owner or occupier of a Homesite, or such attitude at the personal appearance before the Board or its designee;

- f) The Person seeking approval has failed to provide the information, fees or appearance as required to process the application in a timely manner, or provided false information during the application process.

(ii) Without Good Cause. If the Board disapproves without good cause, and if the Owner or transferee has made the demand set forth above for an approved alternate purchaser, then within thirty (30) days after the Board meeting which the disapproval took place, the Board shall deliver, in writing, to the Owner or transferee (hereinafter "the seller") the name of an approved purchaser who will purchase the Homesite upon substantially the same price and terms as in the disapproved sales contract. If no sales contract was involved, or if the Association challenges the contract price as not being a good faith purchase price, then the purchase price shall be paid in cash, and the price to be paid shall be determined by agreement, or in the absence of agreement, shall be the fair market value determined by the arithmetic average or appraisals by two MAI appraisals, one selected by the seller and the other by the Association. The cost of the appraisals and all other closing costs in cases where no sales contract is involved, shall be shared equally by the buyer and seller, except that the purchaser shall pay for his own title insurance, and all costs of mortgage financing; real property taxes and Association assessments and charges shall be prorated for the year of closing and the parties shall bear their own attorney's fees, if any. The closing shall take place no longer than sixty (60) days after the date of Board disapproval or thirty (30) days after determination of fair market value by appraisal, whichever occurs last. Failure to close by the seller shall constitute a breach of contract and shall entitle the purchaser to specific performance or damages;

(iii) If the Board fails to deliver the name of the approved purchaser within thirty (30) days as required above, or if the approved purchaser defaults in his or her purchase, then the original proposed purchase shall be deemed to be approved, despite the Board's former disapproval and upon demand, the certificate of approval shall be issued.

3. Article XV, §26 is amended to add subsection (f), as follows:

ARTICLE XV

GENERAL PROVISIONS

§1. Enforcement. This Declaration, the Articles of Incorporation and By-Laws may be enforced as follows:

(f) The Association may levy fines against an Owner, occupant, licensee, guest, or invitee for violations of the Declaration, Articles of Incorporation, By-Laws, and Rules and Regulations. A fine may be levied for each day of a continuing violation, but the fine may not exceed \$100 per day. The aggregate amount of a fine may not exceed \$10,000 for each violation. The fine may become a special assessment and lien against a Homesite if approved by the Board of Directors. The Association may also pursue any and all other legal remedies provided by law for violations of the Declaration, Articles of Incorporation, By-Laws, and Rules and Regulations.

(The remaining balance of Article XV remains unchanged)

4. The foregoing amendments to the Declaration of Covenants, Restrictions and Easements for The Isle of Tuscany were adopted by 75% of the Board, and by at least 51% of the Members at a duly noticed meeting of the Members.

5. All provisions of the Declaration of Covenants, Restrictions and Easements for The Isle of Tuscany are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 9 day of JUNE, 2024.

WITNESSES AS TO PRESIDENT:

ISLE OF TUSCANY
NEIGHBORHOOD ASSOCIATION,
INC.

Richard A. Setnan

Printed Name: Richard A. Setnan

Address: 100 NW Kings Esplanade
Point St Lucie, FL 34986

By: *Frank Lillo*

Frank Lillo, President

Mary Jane Stapp

Printed Name: Mary Jane Stapp

Address: 126 NW Lombardy Drive
Point St Lucie, FL
34986

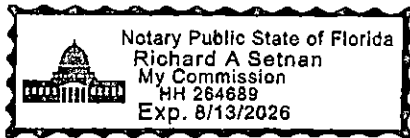
STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of or online notarization, by FRANK LILLO, as President of Isle of Tuscany Neighborhood Association, Inc. who is personally known to me, or who has produced identification [Type of Identification: FL. DRIV. LIC.] this 4 day of April 2024.

Richard A. Setnan

Notary Public Richard A. Setnan

Notarial Seal



WITNESSES AS TO SECRETARY:

ISLE OF TUSCANY
NEIGHBORHOOD ASSOCIATION,
INC.

[Handwritten Signature]

Printed Name: Ryan Inness
Address: 1648 SE Port St. Lucie Blvd, PSL, FL 34952

By: *[Handwritten Signature]*
PATRICIA BARBERA, Secretary

Printed Name: Rhonda C. Bielefeldt
Address: 1612 SW Bellevue Ave
Port St. Lucie, FL 34953

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of or online notarization, by Patricia Barbera, as Secretary of Isle of Tuscany Neighborhood Association, Inc. who is personally known to me, or who has produced identification [Type of Identification: _____] this 8 day of ~~March~~ April 2024.

[Handwritten Signature]
Notary Public

Notarial Seal

