

Prepared by and Return to:

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**CERTIFICATE OF AMENDMENT**  
**DECLARATION OF CONDOMINIUM**  
**FOR**  
**THE STRADA, A CONDOMINIUM**

THIS CERTIFICATE OF AMENDMENT to the Declaration of Condominium for The Strada, a Condominium, is made and executed on this 20<sup>th</sup> day of March 2023, by The Strada Condominium Association, Inc., a Florida not-for-profit corporation (the "Association").

WHEREAS, the Declaration of Condominium for The Strada, a Condominium, was originally recorded in Official Records Book 4468, Page 2699, *et. seq.*, in the Public Records of Collier County, Florida, as the same may be amended, (hereafter referred to as the "Declaration");

WHEREAS, the Association desires to amend the Declaration for The Strada, a condominium; and

WHEREAS, the Association hereby certifies that, at a Special Member's Meeting held on January 10, 2023, which was properly adjourned and reconvened on March 16, 2023, the following amendments to the Declaration, specifically section 9.5, section 11.1, section 11.2, section 11.3, and section 11.7 of the Declaration of Condominium for The Strada, a Condominium, were approved by a proper percentage of the Association's voting interests, attached hereto and incorporated by reference.

NOW THEREFORE, the Declaration shall hereby be amended as follows:

*(Signatures on following page)*

WITNESSES (TWO):

THE STRADA CONDOMINIUM  
ASSOCIATION INC.

Heck Diaz  
Signature

Heck Diaz  
Printed Name

Brittany Tollett  
Signature

Brittany Tollett  
Printed Name

Louie Mele  
By: Louie Mele  
Title: President

Date: 3/20/23

(CORPORATE SEAL)

STATE OF Florida  
COUNTY Collier

BEFORE ME, the undersigned authority, appeared Louie Mele, as President of THE STRADA CONDOMINIUM ASSOCIATION INC., personally known to me or who has produced FL Driver's license identification, and who acknowledged before me that being duly authorized and executed the foregoing Certificate of Amendment as the authorized agent for said corporation and that the same is the free act and deed of said corporation, and who did take an oath.

SWORN TO AND SUBSCRIBED before me this 20<sup>th</sup> day of March 2023.

Brittany Tollett  
Notary Public  
Brittany Tollett  
(Printed Name of Notary)  
My Commission Expires:



**AMENDMENTS  
TO THE DECLARATION OF CONDOMINIUM  
FOR  
THE STRADA, A CONDOMINIUM**

Note: Words ~~stricken~~ are deletions; words underlined are additions.

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**Section 9.5**

- 9.5 Leasing and Guests. After approval by the Association, entire Units may be rented provided the occupancy is only by the Lessee and his family, his servants and guests. No rooms may be rented, and no transient tenants may be accommodated. No lease shall be for a period of less than ~~thirty (30)~~ ninety (90) consecutive days. No lease may be for a period more than one (1) year. No subleasing or assignment of lease rights by lessee(s) is allowed. Unit owners are not permitted to lease a Unit until at least twelve (12) months from the date of taking title to the Unit ("holding period"). During this twelve (12) month holding period, the Unit must be occupied only by the Unit owner or Unit owner's family. Any lease, ~~except to another Unit owner,~~ shall require advance written approval of the Association as provided in section 11 of this Declaration. Whenever the Board's approval is required for the lease of a Unit, the Association may charge the Unit owner a pre-set fee for processing the application, such fee not to exceed the maximum amount allowed by law as the same may be amended from time to time. Guests may occupy Units when either the Unit owner or his approved lessee(s) are not in residence. The term "guest" shall refer to persons residing in a Unit on a temporary basis, not to exceed ten (10) days, with the permission of the Unit owner or an approved lessee, and without payment of rent or other consideration. No more than two (2) guests are permitted in a Unit at any time. For leased Units, the number of occasions for this type of guest occupancy shall be limited to once during the lease term.

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**Section 11.1**

- 11.1 Transfers Subject to Approval. Whenever the approval of the Association is required to allow the sale, lease or transfer of an interest in a Unit, the Association may charge a pre-set fee for processing the application, such fee not to exceed the maximum amount allowed by law as the same may be amended from time to time.
- (a) Sale. No Unit owner may dispose of a Unit or any interest in any Unit by sale without the approval of the Association, ~~except to an existing Unit owner.~~
- (b) Lease. No Unit owner may dispose of a Unit or any interest in any Unit by lease without approval of the Association, ~~except as to an existing Unit owner as provided in section 9.5.~~

(c) Gift. If any Unit owner shall acquire his title by gift, the continuance of his ownership of his Unit shall be subject to the approval of the Association.

(d) Devise or Inheritance. If any Unit owner shall acquire his title by devise or inheritance, the continuance of his ownership of his Unit shall be subject to the approval of the Association.

(e) Other Transfers. If any Unit owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of such Unit shall be subject to the approval of the Association.

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## Section 11.2

11.2 Approval by Association. The approval of the Association that is required for the transfer of ownership of Units shall be obtained in the following manner:

(a) Notice to Association.

(1) Sale. A Unit owner intending to make a bona fide sale of his Unit or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require including without limitation a copy of the executed sales contract. ~~Such notice at the Unit owner's option may include a demand by the Unit owner that the Association furnish a purchaser of the Unit if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.~~

(2) Lease. A Unit owner intending to make a bona fide lease of his Unit ~~for a period of thirty (30) days or more~~ as set forth in section 9.5 shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease.

(3) Gift, Devise or Inheritance; Other Transfers. A Unit owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the Unit owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

(4) Failure To Give Notice. If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Association at its election and without notice may approve or disapprove the transaction or ownership.

(5) Interview. The Board of Directors may require a personal interview of the prospective Unit owner or lessee as part of the required information.

(b) Certificate of Approval.

(1) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the Association in recordable form, which shall be recorded in the public records of Collier County, Florida, at the expense of the purchaser.

(2) Lease. If the proposed transaction is a lease ~~which requires approval~~, then within fifteen (15) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the Association and delivered to the lessee.

(3) Gift, Devise or Inheritance; Other Transfers. If the Unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the Unit owner's ownership of his Unit. If approved, the approval shall be stated in a certificate in recordable form executed by the Association, which shall be recorded in the public records of Collier County, Florida, at the expense of the Unit owner.

(c) Approval of Occupant.

If the Unit Owner or purchaser is a corporation, partnership, trust or some other entity or two or more natural persons (other than husband and wife or domestic partners), or any combination thereof (even if only one natural person is involved), the approval of ownership shall be conditioned upon occupancy of the unit by only a single family as defined in Section 9.1 and the members of that single family shall be designated "primary occupants." Only the primary occupant(s) shall be entitled to occupy the unit. The unit owner or owners may request the Association not more than once every twelve calendar months after the date of the designation of the primary occupant(s) to approve and substitute new primary occupant(s) for the unit. The request shall be made by duly authorized representatives of all record title owners. Once the new primary occupant(s) has been designated, the prior primary occupant(s) shall be considered as guests and subject to the provisions applicable to occupancy by guests.

(d) Disapproval of Transfer for Good Cause.

(1) Approval of the Association for any transfer described in section 11.1 above shall be withheld for good cause only 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 has been convicted of a felony involving violence to persons or property, a felony involving possession or sale of a controlled substance, or a felony 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 in a manner inconsistent with the covenants and restrictions applicable to the Association;
- (d) The person seeking approval has a history of disruptive behavior or disregard for the rights or property of others;
- (e) The person seeking approval has evidenced an attitude of disregard for Association rules by his conduct in this community as a tenant, owner or occupant of a Unit;
- (f) The person seeking approval 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 person seeking approval is delinquent in the payment of assessments, fines or other charges or is in violation of any of the covenants, rules or regulations at the time the application is considered.

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### Section 11.3

- 11.3 Disapproval by Association. If the Association shall disapprove a transfer of ownership of a Unit for good cause as provided in section 11.2(d) above, the transfer shall not be made and shall be void. ~~If the transfer is disapproved without good cause, the matter shall be disposed in the following manner:~~

(a) Sale. If the proposed transaction is a sale, the Unit owner shall be advised of the disapproval in writing and the sale shall not be made. ~~and if the notice of sale given by the Unit owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by certified mail to the Unit owner an agreement to purchase the Unit concerned by a purchaser approved by the Association who will purchase and to whom the Unit owner must sell the Unit upon the following terms:~~

~~(1) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, one of whom shall be appointed by the Association and the other of whom shall be appointed by the Unit Owner, who shall base their determination upon an average of their appraisals of the Unit;~~

~~and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.~~

~~(2) The purchase price shall be paid in cash.~~

~~(3) The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.~~

~~(4) A certificate of the Association approving the purchaser shall be recorded in the public records of Collier County, Florida, at the expense of the purchaser.~~

~~(5) If the Association shall fail to provide a purchaser upon the demand of the Unit owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded at the public records of Collier County, Florida, at the expense of the purchaser.~~

(b) Lease. If the proposed transaction is a lease ~~which requires approval~~, the Unit owner shall be advised of the disapproval in writing and the lease shall not be made.

(c) Gifts, Devise or Inheritance; Other Transfers. If the Unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, the Unit owner shall be advised of the disapproval in writing and the transfer shall not be made, then within thirty (30) days after receipt from the Unit owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the Unit owner an agreement to purchase the Unit concerned by a purchaser approved by the Association who will purchase and to whom the Unit owner must sell the Unit upon the following terms:

~~(1) The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the ten existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers, one of whom shall be appointed by the Unit owner and the other of whom shall be appointed by the Association, who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.~~

~~(2) The purchase price shall be paid in cash.~~

~~(3) The sale shall be closed within thirty (30) days following the determination of the sale price.~~

~~(4) A certificate of the Association executed by the Association approving the purchaser shall be recorded in the public records of Collier County, Florida, at the expense of the purchaser.~~

~~(5) If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded at the public records of Collier County, Florida, at the expense of the Unit Owner.~~

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## Section 11.7

11.7 Limitation on Number of Units Owned by a Unit Owner. No individual, trust, partnership, corporation, limited liability company, nor any other entity which is not a natural person and is authorized or chartered by any state or federal law (a "legal entity") nor its affiliate or any other entity owned or controlled by that owner, may own more than three (3) Units. Any change in control of any Unit owner that is a trust, partnership, corporation, limited liability company, or any other legal entity which is not a natural person and is authorized or chartered by any state or federal law shall require approval of the Board of Directors. For the purposes of this Section, "change of control" means the occurrence of any of the following events:

- (a) Any person who is not a present stockholder of the legal entity becomes the owner, directly or indirectly, of securities or equitable ownership interests of the legal entity representing twenty percent (20%) or more of the total voting power represented by the legal entity's then outstanding voting securities or equitable interests.
- (b) The direct or indirect sale or exchange by the shareholders of the legal entity of twenty percent (20%) or more of the stock of the legal entity.
- (c) A merger or consolidation in which the legal entity is a party and in which the stockholders of the legal entity before such merger or consolidation do not retain, directly or indirectly, at least eighty percent (80%) of the beneficial interest in the voting stock of the legal entity after such transaction.
- (d) An agreement for the sale or disposition by the legal entity of all or substantially all the legal entity's assets.

11.7.1 A Unit owner is prohibited from circumventing the intent of this requirement by engaging in: transactions which result in more than three (3) Units being owned by the same Unit owner; transactions resulting in any individual or legal entity having an equitable or beneficial interest in more than three (3) Units; or transactions resulting in any individual or legal entity having an equitable or beneficial interest in any trust, partnership,



corporation, limited liability company, or other legal entity owning Units which when aggregated together with all other Units related to or affiliated in any way with such Unit owner would result in a Unit owner exceeding the limitation on the maximum number of Units of this Section. The Board of Directors shall have the sole and absolute discretion in determining whether a transaction or Unit owner are attempting to circumvent the intent of this Section. This provision shall be effective upon the recording of this Amendment. Existing Unit owners who exceed the limitations set forth in this Section shall be prohibited from acquiring additional Units but may continue to hold any existing Units owned by the Unit owner until such time as they are conveyed or otherwise transferred by such existing Unit owner.

11.7.2 No trust, partnership, corporation, limited liability company, or other legal entity may own a Unit, unless and until an individual or individual(s) who is a natural person with a beneficial or equity interest in the Unit owner agrees to guarantee the liabilities and obligations of such Unit owner. The Board of Directors in its sole and absolute discretion may establish forms, rules, and or regulations to implement the requirements of this Section and may require the prospective purchaser to provide documentation such as operating agreements, trust documents or otherwise prior to approving the sale or transfer. The Board of Directors may in its sole and absolute discretion grant variances from the requirements of this section in circumstances where the Board of Directors is satisfied that the Unit owner has provided alternative adequate guarantees for the performance of all liabilities and obligations of such Unit owners.