

Prepared by and Return to:
Brittany Cowan, Esq.
Adamczyk Law Firm, PLLC
9130 Galleria Court, Suite 201
Naples, Florida 34109

CERTIFICATE OF AMENDMENT

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESRICTIONS
FOR
MILANO RECREATION ASSOCIATION, INC.**

THIS CERTIFICATE OF AMENDMENT to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Milano Recreation Association, Inc., is made and executed this 15th day of March 2022, by Milano Recreation Association, Inc., a Florida not-for-profit corporation (the "Association").

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Milano Recreation Association, Inc. was recorded in Official Records Book 3644, Page 2413, *et seq.*, as the same may be amended, in the Public Records of Collier County, Florida, and the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Milano was recorded in Official Records Book 5799, Page 335, *et seq.*, in the Public Records of Collier County, Florida, (hereafter collectively referred to as the "Declaration");

WHEREAS, the Association desires to amend section 12.9 of the Declaration; and

WHEREAS, the Association hereby certifies that, at a Special Member's Meeting held on March 7, 2022, the following amendment to the Declaration, specifically section 12.9 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Milano was approved by the Association's neighborhood voting representatives representing a proper percentage of the voting interests, attached hereto, and incorporated by reference.

(Signatures on following page)

WITNESSES (TWO):

[Signature]
Signature

Samantha Kokonas
Printed Name

[Signature]
Signature

Jennifer Arellano
Printed Name

MILANO RECREATION ASSOCIATION INC.

[Signature]
By: Dianne Hamberg
Title: President

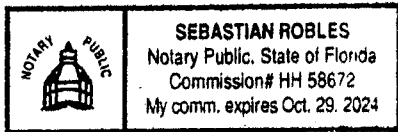
Date: 3/13/2022

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF COLLIER

BEFORE ME, the undersigned authority, appeared Dianne Hamberg, President of MILANO RECREATION ASSOCIATION INC., personally known to me or who has produced 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 13 day of MARCH, 2022.



[Signature]

Notary Public
SEBASTIAN ROBLES

(Printed Name of Notary)

My Commission Expires:

WITNESSES (TWO):

[Signature]
Signature

Samantha Kokonas
Printed Name

[Signature]
Signature

Jennifer A Sellano
Printed Name

MILANO RECREATION ASSOCIATION INC.

[Signature]
By: Jason Sass
Title: Secretary

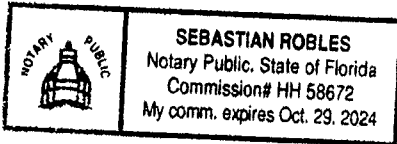
Date: 3.13.22

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF COLLIER

BEFORE ME, the undersigned authority, appeared Jason Sass, Secretary of MILANO RECREATION ASSOCIATION INC., personally known to me or who has produced FL DL 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 13 day of MARCH, 2022.



[Signature]
Notary Public

SEBASTIAN ROBLES
(Printed Name of Notary)

My Commission Expires:

**AMENDMENT
TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESRICTIONS
FOR
MILANO RECREATION ASSOCIATION, INC.**

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

Declaration, Section 12.9

12.9 Occupancy in Absence of Owner. If the Owner and his family who permanently reside in the Unit are absent and are not occupying the Unit, and the Unit has not been leased, the Owner may permit his Unit to be occupied by his invitees only in accordance with the following:

A. The parents and children (and their spouses and children, if any) of the Owner or of the Owner's spouse, if any, may occupy the Unit in the absence of the Owner. However, if their occupancy is for more than thirty (30) days in any calendar year, the Association reserves the right to approve these family members as if they were applying for occupancy as a new Owner or lessee under section 12 herein.

B. Guests or any other persons occupying the Unit in the absence of the Owner for more than two (2) weeks, consecutive or non-consecutive, in any twelve (12) month period, shall be deemed a tenant (regardless of whether a lease exists, or rent is paid) and subject to the leasing and approval provisions as provided in section 12 herein. The number of occasions for this type of Guest occupancy in any Unit shall be limited to three (3) times in any calendar year.

C. All overnight occupants who are not accompanied by Owners must be registered with the Association through its management company at least five (5) days in advance of the unaccompanied overnight Guests staying in the Unit. The Owner shall submit the names of all houseguests, the length of their stay, and any other relevant information required by the Board, including, but not limited to vehicle information, in writing to the Board of Directors or its designee.