

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 16<sup>th</sup> day of June 2023, 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 the Declaration; and

WHEREAS, the Association hereby certifies that, at a Special Member's Meeting held on May 23, 2023, the following amendments to the Declaration, specifically sections 9.7 and 9.18 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

Walissee Velez Pellet  
Printed Name

[Signature]  
Signature

America Pellet  
Printed Name

MILANO RECREATION ASSOCIATION INC.

[Signature]  
By: Dianne Hamberg  
Title: President

Date: 4/14/2023

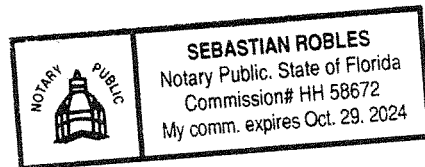
(CORPORATE SEAL)

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 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 16 day of JUNE, 2023.

[Signature]  
Notary Public  
SEBASTIAN ROBLES  
(Printed Name of Notary)  
My Commission Expires:



WITNESSES (TWO):

MILANO RECREATION ASSOCIATION INC.

[Signature]  
Signature

Ivelisse Velez Pello  
Printed Name

[Signature]  
Signature

Amena Mulita  
Printed Name

[Signature]  
By: Jason Sass  
Title: Secretary

Date: 6-16-23

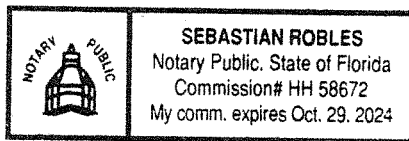
(CORPORATE SEAL)

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 FLDL 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 16 day of JUNE, 2023.

[Signature]  
Notary Public  
SEBASTIAN ROBLES  
(Printed Name of Notary)  
My Commission Expires:



**AMENDMENTS  
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.

\*\*\*\*\*

**Section 9.7**

9.7 Trucks, Commercial Vehicles, Recreation Vehicles, Mobile Homes, Boats, Campers and Trailers.

(A) Operable and currently licensed automobiles may be kept or parked only on paved driveways, on paved parking pads, or in enclosed garages, as those may be applicable to Milano, provided that in the case of a Parcel with an attached garage, all vehicles except those of the Owner's guests shall be kept in the attached garage or in the driveway adjacent to the attached garage while the Parcel Owner is in residence. Parking is prohibited on any roadway or roadsides owned by or dedicated to the Recreation Association. Parking and driving on the grass is strictly prohibited. No vehicles shall be kept in a state of disrepair. Owners and their families are prohibited from parking in areas designated for "guest" parking, as those are reserved for temporary usage. Vans, sport utility vehicles and pick-up trucks shall be considered to be automobiles and may be parked on driveways if the vehicle is used for the primary purpose of transportation of passengers and their personal goods. If the vehicle is used primarily for the transportation of goods, then it shall be considered to be a truck. Police cars may be parked on driveways if the driver is a police officer. All other vehicles (i.e. all motorized and non-motorized vehicles except operable automobiles) including, without limitation, the following: security company vehicles, inoperable vehicles, golf carts, all-terrain vehicles, ambulances, hearses, motorcycles, motorbikes, bicycles, watercraft, aircraft, house trailers, camping trailers, other trailers, vehicles with commercial markings, racks or tools in the bed, and tractors shall be kept within an enclosed garage. If a Living Unit has a garage, then any use of a motorcycle is limited to providing ingress/egress to a Parcel over roadways. All motorcycles shall be equipped with effective sound muffling devices and must be parked in a garage when not in use. If any Neighborhood contains Living Units that do not have enclosed garages (for example, parking is in carports or a parking lot), then motorcycles shall be prohibited in that Neighborhood. Bicycle racks are permitted on non-commercial vehicles.

(B) No commercial vendor vehicle, PODS, U-Haul, moving vehicles, or other storage vehicles or storage trailers of any kind shall be permitted to be parked on a residential Parcel or in a Neighborhood or on the Recreation Association Common Area for a period of more than twelve (12) hours unless such vehicle is necessary and or being used in the actual construction or repair of a structure or for grounds maintenance, and only after obtaining prior written approval from the Board of Directors.

(C) No overnight tTandem parking between the hours of 11:00 p.m. and 7:00 a.m. shall be permitted so long as no vehicle blocks or encroaches onto the sidewalk, or encroaches onto the street, curb, roadway, or landscaped or grassy areas, and no vehicle is allowed to park

sideways at the end of the driveway making it parallel to the road. If a garage door is damaged due to tandem or any other parking or driving in a driveway, the Unit Owner shall be responsible for any costs of repairs, replacements, or otherwise to the garage door, which shall also include retouching of any painting to the garage door, and the cost shall be an individual assessment against the Unit.

(D) There shall be no parking on the driveways that partially or fully blocks any sidewalks.

(E) No parking is permitted on another Owner's driveway without written permission from said Owner on file with the Property Manager of your Neighborhood Association and Board of Directors of the Recreation Association.

(F) The Recreation Association shall be permitted to place a disabling "boot" on any vehicle or order the towing of any vehicle that is in violation of the Governing Documents, the rules or regulations, a law or any other restriction contained herein, and the cost of towing and/or booting shall be the obligation of the owner of the vehicle, and if not promptly paid, shall be a specific or individual assessment against the Parcel secured by a lien.

(G) Except for Living Units located at the end of the buildings (i.e., "End Units"), Living Units may not park more than two (2) vehicles on a permanent basis. End Units may park three (3) vehicles on a permanent basis. No vehicle may encroach onto or block the sidewalk, or encroach onto the street, curb, roadway, or landscaped or grassy areas. All vehicles of guests exceeding these numerical limits shall be parked in designated "guest" areas. Owners and their families shall not park in areas designated for "guest" parking, as those are reserved for temporary use.

\*\*\*\*\*

**Section 9.18**

9.18 Pool and Recreational Facilities. Owners and their family, guests, tenants and invitees shall abide and observe the rules and regulations that govern the pool area and clubhouse. The Recreation Association has authority to fine and/or suspend Owners and their family, lessees and guests in accordance with the Homeowners' Act if any rules are violated and not corrected. Any children under the age of ~~fourteen (14) twelve (12)~~ shall be supervised by a responsible adult when using the pool and recreational facilities.