

**PREPARED BY:**

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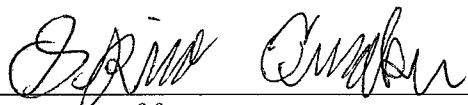
**CERTIFICATE OF AMENDMENT**

**The Undersigned**, being the duly elected and acting Vice-President of **RICHMOND PARK CONDOMINIUM ASSOCIATION II, INC.**, a Florida corporation not for profit, does hereby certify that the following resolution was duly adopted by the Board of Directors, and on Tuesday, June 18, 2024, at a meeting of the members when a quorum was present, after due notice, also was approved and adopted by the vote indicated, for the purposes of amending the Declaration of Condominium of **RICHMOND PARK II, A CONDOMINIUM**, as originally recorded in Official Records Book 5733, Pages 2306, *et seq.*, Public Records of Collier County, Florida.

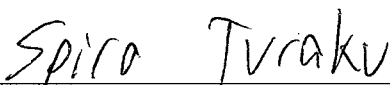
1. The following resolution was approved by the owners of at least <sup>seventy-</sup>~~three~~ percent (~~73~~<sup>70</sup>%) of the total voting interests:

**RESOLVED:** That the Declaration of Condominium of **RICHMOND PARK II, A CONDOMINIUM** be and is hereby amended, and the amendment(s) are adopted in the form attached hereto as Exhibit "A" and made a part hereof.

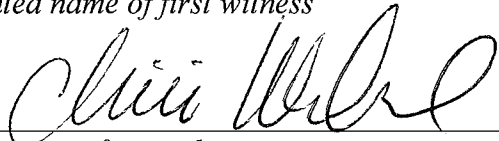
**Dated**, this 18<sup>th</sup> day of June, 2024



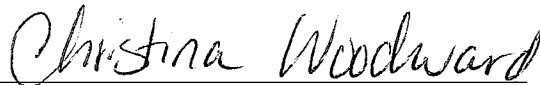
signature of first witness



printed name of first witness



signature of second witness



printed name of second witness

**RICHMOND PARK CONDOMINIUM  
ASSOCIATION II, INC.**

By: 

Kevin Suess, Vice-President

STATE OF FLORIDA        )  
                                  ) §  
COUNTY OF COLLIER     )

**The foregoing** Certificate of Amendment was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18<sup>th</sup> day of June, 2024, by **Kevin Suess** as Vice-President for RICHMOND PARK CONDOMINIUM ASSOCIATION II, INC. He [ ] is personally known to me or [ ✓ ] has produced identification of: Drivers License  
Florida

(Seal)



**ERIKA GARCIA**  
Notary Public  
State of Florida  
Comm# HH176866  
Expires 9/20/2025

*Erika Garcia* (sign)  
**Notary Public:** *State of Florida At Large*

**Exhibit "A"**

**AMENDMENTS TO THE  
DECLARATION OF CONDOMINIUM FOR  
RICHMOND PARK II, A CONDOMINIUM**

**[Please Note: the following are amendments to Articles 2 and 18 of the Declaration of Condominium for Richmond Park II, A Condominium as recorded in Official Records Book 5733, at Page 2306 and as subsequently amended; all in the Public Records of Collier County, Florida.]**

**[Note: additions are denoted by underlining; deletions are noted by ~~strikethrough~~.]**

*1. Section 2.5 is hereby amended as follows:*

2.5 "Association", ~~or~~ "Condominium Association" or "Master Association" means RICHMOND PARK CONDOMINIUM ASSOCIATION H, INC., a not-for-profit Florida corporation, the entity responsible for the operation and maintenance of the Condominium.

*2. Section 2.23 is hereby amended as follows:*

~~2.23 "Master Association" means RICHMOND PARK MASTER CONDOMINIUM ASSOCIATION, INC., a not-for-profit Florida corporation, the entity responsible for the operation and maintenance of the Master Infrastructure.~~

*3. Section 2.24 is amended as follows:*

2.24 "Member" means an Owner who, or which, is a member of the Association ~~and the Master Association.~~

*4. Section 18.1 is hereby amended as follows:*

18.1 Right of Approval. A Condominium Parcel shall not be sold, leased or transferred without the prior written approval of the Association, which approval shall not be unreasonably withheld. Any Unit Owner who receives a bona fide offer to purchase or lease their Unit (such offer to purchase a Unit, is called an "Outside Offer," the party making any such Outside Offer is called an "Outside Offeror," and the Unit Owner to whom the Outside Offer is made is called an "Offeree Unit Owner"), which they intend to accept shall give notice by personal delivery or certified and/or registered mail to the Board of Directors of the receipt of such Outside Offer. Said notice shall also state the name and address of the Outside Offeror, the terms of the proposed transaction and such other information as the Board of Directors may reasonably require. The giving of such notice to the Board of Directors shall constitute a warranty and representation by the Unit Owner who has received such Outside Offer to the Association that such Unit Owner believes the Outside Offer to be bona fide in all respects, as well as a request for approval of the Board of Directors of the sale or lease. The Offeree Unit Owner shall submit in writing such further information with respect thereto as the Board of Directors may reasonably

one time request. Not later than ~~ten (10)~~ twenty (20) days after receipt of such notice, together with such further information as may have been requested, the Association or its designee shall notify the Offeree Unit Owner by personal delivery or U.S. mail, facsimile or electronic transmission, of the Association's approval or denial of approval of the sale or lease. If such request to sell, lease or transfer is denied, the Association must set forth in writing each reason upon which the denial was based, and same shall be delivered to the Unit Owner within the above mentioned ~~ten (10)~~ twenty (20) day period.

The Association may charge a transfer fee or screening fee in connection with such Outside Offer and/or right of approval, which fee shall not be in excess of the charges reasonably required for same, and such charge shall not exceed the maximum amount allowed under the Act (as it may be amended from time to time). Florida Statute 718.112(2)(i) presently provides as follows:

“(i) Transfer fees. No charge shall be made by the association or any body thereof in connection with the sale, mortgage, lease, sublease, or other transfer of a unit unless the association is required to approve such transfer and a fee for such approval is provided for in the declaration, articles, or bylaws. Any such fee may be preset, but in no event may such fee exceed \$100 per applicant other than husband/wife or parent/dependent child, which are considered one applicant. However, if the lease or sublease is a renewal of a lease or sublease with the same lessee or sublessee, no charge shall be made. The foregoing notwithstanding, an association may, if the authority to do so appears in the declaration or bylaws, require that a prospective lessee place a security deposit, in an amount not to exceed the equivalent of 1 month's rent, into an escrow account maintained by the association. The security deposit shall protect against damages to the common elements or association property. Payment of interest, claims against the deposit, refunds, and disputes under this paragraph shall be handled in the same fashion as provided in part II of chapter 83.”

In the event the Condominium Association or its designee shall fail to approve or to deny the sale or lease, such failure to approve or to deny the proposed sale or lease as permitted by Subsections 18.1 and 18.3 hereof, respectively, within ten (10) days after receipt of notice and all additional information requested, as aforesaid, the Offeree Unit Owner shall be free to accept the Outside Offer and in the case of a sale, the Condominium Association shall issue a certificate of approval. In the event the Offeree Unit Owner does not consummate the sale or lease of the Unit to the approved Outside Offeror, then, Offeree Unit Owner shall be required to again comply with all of the terms and provisions of this subsection.

Any deed or lease to an Outside Offeror shall automatically be deemed to provide that the acceptance thereof by the grantee or tenant shall constitute an assumption of the provisions of the Declaration, the By-Laws, the Articles of Incorporation, applicable rules and regulations, and all other agreements, documents or instruments affecting the Condominium, as the same may be amended from time to time.

A certificate executed and acknowledged by an officer of the Association stating that the provisions of this subsection or subsection 18.3, as applicable, have been satisfied by a Unit Owner shall be conclusive with respect to all persons who rely on such certificate in good faith.

The Board shall furnish such certificate upon request to any Unit Owner in respect to whom the provisions of this subsection apply. The Association may charge a fee in connection with the furnishing of such certificate, which fee shall not be in excess of the charges reasonably required for same, and such charge shall not exceed the maximum amount allowed under the Act (as it may be amended from time to time).

Notwithstanding anything herein contained to the contrary, the Board of Directors, in exercising its rights as provided in this subsection 18.1 and 18.3, shall not make any decision in a discriminatory manner, and no decision shall be made on the basis of race, gender, religion, national origin or physical or mental handicap; provided, however, the Condominium Association shall neither have the duty to provide an alternate purchaser or alternate lessee in the event the Association disapproves a lease, lessee, purchase and sale contract or Outside Offeror if any disapproval/denial is based upon any of the following reasons:

(a) The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude.

(b) The application for approval on its face, or the conduct of the applicant, indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the condominium. By way of example, but not limitation, an owner allowing a tenant or transferee to take possession of the premises prior to approval by the Association as provided for herein shall constitute a presumption that the applicant's conduct is inconsistent with applicable restrictions.

(c) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations or associations, or by his conduct in this condominium as a tenant, unit owner or occupant of a unit.

(d) The person seeking approval has failed to provide the information, fees, or appearances required to process the application in a timely manner.

(e) All assessments, fines and other charges against the unit have not been paid in full.

(f) The proposed occupant makes any material misrepresentation during the application process, which shall justify retroactive disapproval of the application upon discovery of the misrepresentation.

The Condominium Association's right of approval of the sale or lease of a Unit may be conditioned upon a personal interview of the Outside Offeror and any intended occupants of the Unit with the Board of Directors or a committee formed for such purpose, which personal interview may be conducted via telephone conference, along with the requirement for letters of reference, credit, and criminal record searches and any other documents or information reasonably requested by the Condominium Association.