

Prepared by and returned to:

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**CERTIFICATE OF AMENDMENT
AND
NOTICE OF PRESERVATION PURSUANT
TO SECTION 712.05(2)(b), FLORIDA STATUTES
AMENDED AND RESTATED DECLARATION
OF COVENANTS, RESTRICTIONS AND EASEMENTS
OF
VILLA FLORESTA**

WE HEREBY CERTIFY that the following amendment to the Amended and Restated Declaration of Covenants, Restrictions and Easements of Villa Floresta was duly adopted by the Association membership at the duly noticed meeting held on the 2nd day of February 2021. Said amendment was approved by a proper percentage of voting interests of the Association. The original Declaration of Covenants, Restrictions and Easements is recorded at O.R. Book 1289, Page 56 *et seq.*, of the Public Records of Collier County, Florida, and was amended and/or supplemented at O.R. Book 1362, Page 1448 *et seq.*, O.R. Book 1450, Page 588 *et seq.*, O.R. Book 1454, Page 316 *et seq.*, O.R. Book 2562, Page 1110 *et seq.* (Amended and Restated Declaration of Covenants, Restrictions and Easements), O.R. Book 3025, Page 1174 *et seq.*, O.R. Book 5276, Page 1894, *et seq.*, and O.R. Book 5381, Page 3931, *et seq.* (Notice of Preservation of Covenants and Restrictions Under Marketable Record Title Act.)

This Certificate of Amendment is indexed under the legal name of the Association executing this Certificate, references the recording information of the Declaration of Covenants, Conditions and Restrictions, and is intended to preserve and protect the Declaration of Covenants, Restrictions and Easements from extinguishment by operation of Chapter 712, Florida Statutes, as amended from time to time.

Additions indicated by underlining.
Deletions indicated by ~~strike-through~~.

Amendment: Article 7, Section 7.3 of the Amended and Restated Declaration of Covenants, Restrictions and Easements to read as follows:

7. MAINTENANCE; IMPROVEMENTS

...

7.3 Maintenance and Repair of Parcels of Land. The maintenance and repair of the Community is either the responsibility of the owners or the Association as hereinafter more particularly set forth:

(A) Responsibility of Owners

1. Except as set forth below regarding ordinary lot maintenance, each owner shall maintain in good condition and repair at his own expense:
 - i) All portions of his lot and villa. This obligation includes the obligation to paint and maintain the exterior portions of an owner's villa, however, before painting the exterior of a villa the owner must obtain Association approval.
 - ii) All utility lines, ducts, conduits, pipes, wires and other utility fixtures and appurtenances which are located upon or under his lot and which service only his villa.
 - iii) All glass and screens in windows and doors, in a manner consistent and in uniformity with the standards promulgated by the Association.
 - iv) All driveways, walkways and fences in a color approved by the Association.

Each owner shall perform promptly all such maintenance and repairs and shall be liable for any damages that arise due to his failure to perform such maintenance and repairs. Furthermore, should the owner neglect to perform such maintenance and repair, the Association shall have the right to have maintenance performed by its agents or employees and the owner in question shall be liable to the Association for the cost and expense so incurred and shall be subject to a special assessment therefor.

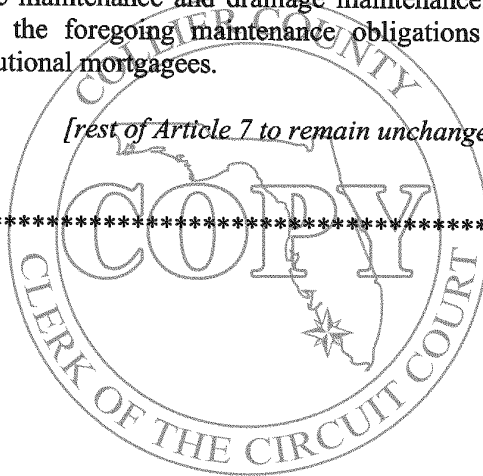
2. Each owner shall promptly report to the Association any defect known to such owner which requires repair of the property for which the Association or a party other than that owner is responsible.

(B) Landscaping. In order to provide a means by which landscape maintenance of lots may be fulfilled without jeopardizing the security of Wyndemere by the possibility of admission thereto of a large number of landscaping maintenance contractors and their agents and employees, the Association shall be responsible for the maintenance of landscaping and in particular including lawn care, the trimming of all palm trees regardless of height, and the trimming of all non-palm trees of up to fifteen (15) feet in height ~~ofon~~ each and every lot within Villa Floresta and such maintenance shall be an

Association expense. Such Association maintenance shall not extend to areas requiring unusual maintenance, including such as rose gardens, the trimming of all non-palm trees that portion of trees in excess of fifteen (15) feet in height, the removal of diseased or damaged trees or plants, and areas specifically designated by the Association as an area of "High Maintenance". Areas of High Maintenance and pool areas shall be maintained by the owner of the lot or by such special arrangement to have the Association perform maintenance on the owner's Areas of High Maintenance and/or pool, the cost of said maintenance shall be billed to the owner as a "special assessment," for which the owner shall be solely liable and for the payment of which the Association shall have a lien against the owner's lot.

(C) Maintenance and Repair of Common Areas. Maintenance and repair of Common Areas and any improvements located thereon is the responsibility of the Association including landscape maintenance and drainage maintenance. The Association shall not waive or abandon the foregoing maintenance obligations without the prior written consent of all institutional mortgagees.

[rest of Article 7 to remain unchanged]



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VILLA FLORESTA ASSOCIATION, INC.

By: Cecilia Bach
Cecilia Bach, President

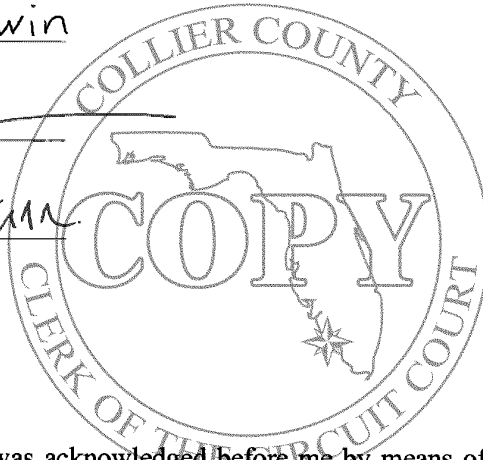
Attest: Thomas Leetch
Thomas Leetch, Vice President

Heather Goodwin
Witness Signature

Heather Goodwin
Printed Name

[Signature]
Witness Signature

Osri Gersman
Printed Name



STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16th day of FEBRUARY 2021 by Cecilia Bach, as President and Thomas Leetch, as Vice President of Villa Floresta Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

Notary Public Suzanne E Gephart
Printed Name SUZANNE E GEPHART
My Commission Expires _____

