

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly and acting President of Water Oaks Association, Inc., a Florida corporation not for profit, hereby certifies that at a meeting held on January 28, 2010, where a quorum was present, after due notice, the resolution set forth below was duly approved by the vote indicated for the purpose of amending the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Water Oaks, as originally recorded at O.R. Book 1182, Pages 1231 *et. seq.* in the Public Records of Collier County, Florida, as previously amended. The land which is subject to this Declaration is legally described as the land described on Exhibit "A" to the original Declaration, less and except those portions thereof that are within Parcel G-C-1 (golf course property) per Replat of Replat of Part of *(for use by Clerk of Court)* Wyndemere Tract Map per Plat in Plat Book 14, pages 107-114, Public Records of Collier County, Florida.

The following resolution was approved by concurrence of at least a majority of the voting interests.

RESOLVED: That the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Water Oaks be and is hereby amended and the amendment is adopted in the form attached hereto, and made a part hereof.

Date: June 15, 2010

WATER OAKS ASSOCIATION, INC.

(1) Monica I Arria
Witness
Print Name: Monica I. Arria

By: Jerry Hooker
Jerry Hooker, President
100 Water Oaks Way
Naples, FL 34105

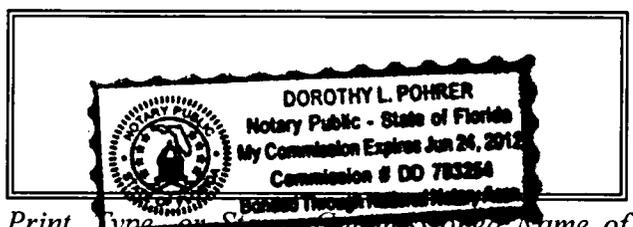
(2) Suzanne E Gephart
Witness
Print Name: SUZANNE E GEHART

(CORPORATE SEAL)

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 15th day of June, 2010, by Jerry Hooker, as President of the aforementioned Corporation, on behalf of the Corporation. He is personally known to me or has produced _____ as identification.

Dorothy L. Pohrer
Signature of Notary Public



Print, Type or Stamp Commissioned Name of Notary Public) (Affix Notarial Seal)

This instrument prepared by Robert E. Murrell, Esq., Samouce, Murrell & Gal, P.A., 5405 Park Central Court, Naples, FL 34109.

**AMENDMENTS TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
WATER OAKS**

The Amended and Restated Declaration of Covenants, Conditions and Restrictions for Water Oaks (hereinafter the "Declaration") shall be amended as shown below:

Note: New language is underlined; language being deleted is shown in ~~struck through~~ type.

1. Section 7.5. of the Declaration shall be amended to read as shown below:

7.5 Painting and Roofing Reserves. Notwithstanding the obligation of owners to maintain, repair and replace their individual residences, the Association shall have the authority to establish reserve accounts for any items that the Board of Directors deems necessary, including maintenance of ~~maintain~~ separate roof and painting accounts for each villa building and each detached single family residence. The amount to be reserved shall be at the discretion of the Board and shall be a part of the individual assessment defined in Section 9.1(A) hereof. At such time as an expense becomes necessary to be paid from a reserve account, such as repairs or replacements to a roof or painting of the residence is required, the costs shall first be paid from the money reserved. Any additional costs shall be paid by the owner(s) thereof. If monies remain in the account following such remedial work, it shall be retained in the account. No owner can withdraw or receive distribution of his share of reserves except as provided above for the costs of actual maintenance performed. In addition, if at any time the Board no longer deems it necessary to hold funds for a particular reserve item, the Association may return those funds to the owners.

2. Section 10.4(A) of the Declaration shall be amended to read as shown below:

- (A) To charge a delinquent owner all costs of collection for unpaid assessments plus interest on such assessment or installment, from the date payment is due until paid, at the highest non-usurious rate allowed by law, and if no such rate is specified by law, then at eighteen percent (18%) per annum. The Association may also charge as well as to impose a late payment penalty in such amount as determined by the Board of Directors, not to exceed one hundred dollars (\$100) per installment. In the event the amounts assessed against the delinquent owner are not paid within fifteen (15) days from the date payment is due, the Association may proceed to enforce and collect said assessments against the delinquent owner in any manner provided for by law in the State of Florida, including foreclosure and sale of the delinquent owner's parcel. A separate penalty may be imposed for each month that the assessment or installment remains unpaid. This penalty shall not be considered a fine as provided for in Section 15 hereof, and the procedural requirements for levying fines set forth therein shall not apply. All payments on account shall be applied first to interest, then to late payment penalties, costs of collection, court costs and attorney's fees and finally to delinquent assessments.

3. Section 10.4(B) of the Declaration shall be amended to read as shown below:

- (B) To accelerate the due date for the entire remaining unpaid amount of the assessments against the owner's parcel for the remainder of the next twelve months ~~fiscal year~~ notwithstanding any provisions for the payment thereof in installments.