

**CERTIFICATE OF AMENDMENT**

THE UNDERSIGNED, being the duly and acting President of Glendevon Association, Inc., a Florida corporation not for profit, hereby certifies that at a meeting of the members held on February 17, 2011, where a quorum was present, after due notice was given in accordance with Section 13.1 of the Amended and Restated Declaration of Covenants, Restrictions and Easements for Glendevon, the resolution set forth below was approved by the vote indicated for the purpose of amending the Amended and Restated Declaration of Covenants, Restrictions and Easements for Glendevon, as originally recorded at O.R. Book 1411, Page 1584 *et seq.*, of the Public Records of Collier County, Florida, as previously amended.

(for use by Clerk of Court)

The following resolution was approved by the affirmative vote of a majority of the total Voting Interests.

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

Date: 3-15-11

**GLEDEVON ASSOCIATION, INC.**

By: Donald Higgins  
Donald Higgins, President  
750 Glendevon Drive  
Naples, FL 34105

(1) Monica I Kott  
Witness

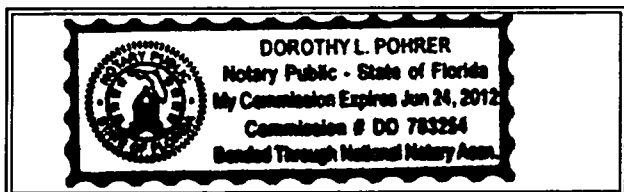
Print Name: Monica I. Kott

(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 15<sup>th</sup> day of March, 2011, by Donald Higgins, as President of the aforementioned Corporation, on behalf of the Corporation. He is personally known to me or has produced known to me 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, RESTRICTIONS AND EASEMENTS FOR GLENDEVON

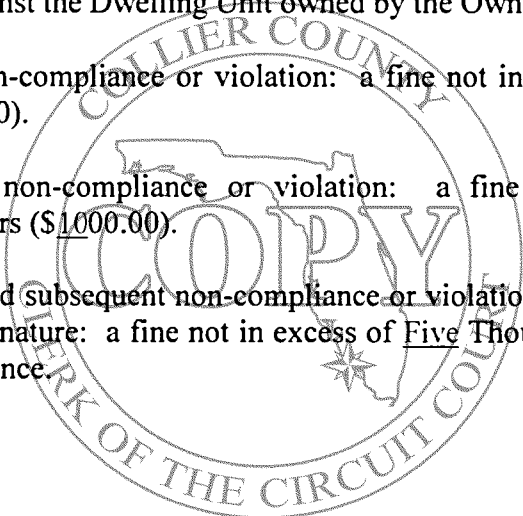
The Amended and Restated Declaration of Covenants, Restrictions and Easements For Glendevon shall be amended as shown below:

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

1. Section 5.4c of the Declaration shall be amended to read as shown below:

5.4 c Fines: The Board of Directors may impose a fine in the nature of a special assessment against the Dwelling Unit owned by the Owner as follows:

- (1) First non-compliance or violation: a fine not in excess of Five Hundred Dollars (~~\$~~500.00).
- (2) Second non-compliance or violation: a fine not in excess of One Thousand Dollars (~~\$~~1000.00).
- (3) Third and subsequent non-compliance or violation or violations which are of a continuing nature: a fine not in excess of Five Thousand Dollars ~~\$~~5,000.00) for each occurrence.



2. Section 6.7 of the Declaration shall be amended to read as shown below:

6.7 Subordination of the Lien to Mortgages. Except as otherwise provided by Florida Law, the lien securing the assessments provided for herein shall be to the extent provided by Florida Law, subordinate to the lien of any Purchase Money Mortgagee (meaning any recorded purchase money mortgage of an institutional Lender or private lender) made in good faith and for value and recorded prior to the date on which a Notice of Claim of Lien, pursuant to such Notice of Claim of Lien is recorded. The sale or transfer of any Lot shall not affect the Assessment lien. However, except as provided by Florida Law, the sale or transfer of any Lot pursuant to the foreclosure or deed in lieu thereof of a Purchase Money Mortgagee, shall extinguish the lien of such Assessment as to installments which became due prior to such sale or transfer. However, no sale or transfer shall relieve such Lot from liability for any installments of Assessments thereafter becoming due or from the lien thereof.

3. A new Section 6.8 shall be added to the Declaration to read as shown below:

6.8 Failure to Pay—Rental.

If a Lot is leased and any Special Assessment or installment of a Regular Assessment for a Lot remains unpaid for at least thirty (30) days after the due date and a claim of lien has been recorded, then upon written notice of such delinquency mailed to both the Owner and lessee, both the Owner and lessee agree that all future lease payments due under the lease shall be paid directly to the Association until such time as the Association notifies both the Owner and lessee that all sums due the Association and Master Association have been paid in full. Such lease payments shall be the funds of the Association, applied against any unpaid sums due the Association and Master Association by such Owner, utilized for any Association or Master Association purpose, and shall only be remitted to the Owner if full payment of all amounts due the Association and Master Association have been paid by the Owner and a Satisfaction of Claim of Lien has been recorded.

4. Section 8.2.1 of the Declaration shall be amended to read as shown below:

8.2.1 Maintenance, Repair and Replacement of Common Structural Elements. The maintenance, repair and replacement of the common Structural Elements of any building shall be the joint responsibility of the owners of the residences within said building. Decisions respecting the replacement, repair and maintenance of the Common Structural Elements and the respective cost to be paid by each Owner, shall be made by the Owners of the residences within said building. In the event the Owners of the residences within said building cannot agree with respect to the maintenance, repair and replacement of the Common Structural Elements of their building or with respect to the allocation of cost, such disagreement shall be submitted to the Board for decision, and the Owners shall be bound by the decision of the board with respect to all such questions, including the cost for which each owner shall be liable.

5. Section 10.4 of the Declaration shall be amended to read as shown below:

10.4 Parking. No commercial vehicles, campers, mobile homes, motor homes, house trailers or trailers of every other descriptions, recreational vehicles, boats, campers, boat trailers, house trailers, golf carts, vans (other than minivans), motorcycles or pick-up trucks (other than sports utility vehicles) shall be

permitted to be parked or to be stored on any portion of the Property unless stored and fully enclosed in a Unit's garage or areas, if any, designated by the Association for that purpose. For purposes of this section, commercial vehicles shall mean those which are not designed and used for customary personal or family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The prohibitions on parking contained above in this section shall not apply to temporary parking or commercial vehicles such as for construction use or providing pick-up and delivery and other commercial services. At no time shall guests or Owners park in or block access to driveways, nor shall parking on sidewalks, lawns, yards, green spaces or wetlands be permitted. No vehicle shall be parked anywhere but on paved areas intended for this purpose, garages or as approved by Association for construction purposes. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing. Once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind.

6. Section 11.6 of the Declaration is being amended to read as shown below:

11.6 Insurance Coverage. All Units and improvements upon each Lot Property shall be insured at the cost of the Owner(s) of such Lot, in an amount equal to one hundred percent (100%) of the current replacement cost, exclusive of land, foundation and excavation costs, and all other items normally excluded from coverage, as shall be determined from time to time by the Board of Directors of the Association. Each Owner(s) shall provide to the Master Association a copy of a current certificate of insurance or other evidence of insurance coverage against:

- a. Loss or damage by fire and other hazards normally covered by a homeowners policy;
- b. Such other risks as from time to time shall be customarily covered with respect to Units similar in construction, location and use as the Units on the Property, including all other perils normally covered by standard "all risk" endorsement where such is available, including but not limited to vandalism and malicious mischief.

7. Section 9.3 of the Bylaws is being amended to read as shown below:

9.3 Depository. The Association shall maintain its accounts in such financial institutions in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board shall invest Association funds only in FDIC insured accounts including, but not limited to, interest-bearing accounts, money market funds, certificates of deposit, U.S. government securities, and other similar investment vehicles.

8. Section 10h of the Bylaws is amended to read as shown below:

10 h. Official Records. A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association has an obligation or responsibility including bids received by the Association for work to be performed.

Section 12 of the Bylaws is amended to read as shown below:

## 12. VOTING ON MASTER ASSOCIATION MATTERS

The Association is entitled to one (1) Governor on the Board of Governors of the Master Association, which representative shall be entitled to cast all votes of the members of the association in the affairs of the Master Association. The Governor shall have as many votes in Master Association matters as the number of Units contained in Glendevon. All such votes shall be cast in a block. In accordance with Section 3.2 of the Bylaws of the Wyndemere Homeowners Association, not later than March 15<sup>th</sup> of each year in which a regular vacancy will occur, the Board of Directors of the Association shall designate in writing one (1) natural person who shall serve as a Governor on the Board of Governors of the Master Association, and one (1) natural person to serve as an Alternate Governor of the Master Association from the next annual organizational meeting of the Board of Governors until the organizational meeting at which their successors takes office, or until his or her earlier death, resignation or removal. The Alternate Governor shall represent the Association during such times as the Governor is unable to attend any meeting of the Board of Governors of the Master Association and have the power to attend any and all meetings of such Board of Governors and shall have the power and duty to vote on any action coming before such Board of Governors. If both the designated Governor and Alternate Governor are unable to attend a Board meeting due to illness or absence from the Naples area, the Association may designate, in writing, an alternative representative for the purpose of attending and voting at a meeting. Any

vacancy occurring in the office shall be filled by the Board of Directors. The term of office shall be three (3) years unless otherwise provided in the Master Association Bylaws. Any representative may be removed with or without cause by the Board of Directors. The representative shall be a member of the Association and may be the President or other officer or director thereof. A representative who is not a director shall serve as an ex-officio member of the Association's Board of Directors.

