

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, CONDITIONS AND RESTRICTIONS
OF
THE PRESERVE
AND
AMENDED AND RESTATED BYLAWS
OF
THE PRESERVE ASSOCIATION, INC.**

WE HEREBY CERTIFY that the following amendments to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Preserve and the Amended and Restated Bylaws of The Preserve Association, Inc. were duly adopted by the Association at the duly noticed Annual Membership Meeting held on the 25th day of February 2021. Said amendments were approved by a proper percentage of voting interest of the Association.

The original Declaration of Covenants, Restrictions and Easements is recorded at O.R. Book 1111, Page 1777 *et seq.* of the Public Records of Collier County, Florida, and was amended and/or supplemented at O.R. Book 990, Page 201, *et seq.*, O.R. Book 1141, Page 2394 *et seq.*, O.R. Book 1557, Page 1564 *et seq.*, O.R. Book 2205, Page 365 *et seq.*, (Amended and Restated Declaration of Covenants, Conditions and Restrictions), O.R. Book 2675, Page 3458 *et seq.*, O.R. Book 5018, Page 662 *et seq.*, and O.R. Book 5096, Page 531 *et seq.*, all of the public records of Collier County, Florida (hereinafter referred to collectively as the "Declaration").

The Amended and Restated Bylaws for The Preserve Association, Inc. is an exhibit to the Amended and Restated Declaration of Covenants, Conditions and Restrictions and is recorded at O.R. Book 2205, Page 0391 *et seq.*, of the public records of Collier County, Florida.

The legal description of the Property is identified in Exhibits A and B of the original Declaration of Covenants, Restrictions and Easements, recorded at O.R. Book 1111, Page 1777 *et seq.*, of the Public Records of Collier County, Florida.

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, Restrictions and Easements, 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 No. 1: Article 7, Sections 7.1 and 7.3 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions to read as follows:

7. USE AND MAINTENANCE OBLIGATIONS. The maintenance and repair of the Community is either the responsibility of the parcels owners or the Association as hereinafter more particularly set forth:

7.1 Responsibility of Owners.

(A) Each owner shall maintain in good condition and repair at his own expense: (i) all portions of his parcel and patio home; (ii) all utility lines, ducts, conduits, pipes, wires and other utility fixtures and appurtenances which are located upon or under his lot and which services only his patio home; (iii) all glass and screens in windows and doors, in a manner consistent an in uniformity with the standards promulgated by the committee. 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 negligence or willful misconduct of an owner result in the need for work (including, but not limited to, work in the nature of maintaining or repairing portions of the Community which would otherwise be the responsibility of the Association), 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. The authority contained in this Section 7.1(A) shall be subject to the exception contained in Section 7.1(A)(i) below.

(i) The Association shall be responsible for pressure washing the driveways located within each of the parcels at least once every calendar year and the cost of such service is a common expense of the Association, to be included in the amount of the regular and special assessments paid for by all owners collectively.

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7.3 Landscaping. In order to provide a means by which the covenants in this Declaration as to landscape maintenance by owners of their parcels may be fulfilled without jeopardizing the security of Wyndemere by the possibility of admission thereto of a large number of landscaping or pool maintenance contractors and their agents and employees, the Association shall be responsible for the maintenance of landscaping and in particular lawn care of each and every parcel within the Community; provided, however, such duty of maintenance shall not extend to areas specifically designated by the Committee as an "area of high maintenance." Areas of high

maintenance shall be maintained by the owner of the parcel or by such special arrangement as may be approved by the Committee. The Association shall contract for the maintenance of the parcels and shall assess as a portion of the individual unit assessment attributable to each parcel hereunder a "maintenance fee" equal to the cost of the provision of such services to the parcel. The maintenance fee shall be collected in the same manner and shall be subject to the same lien rights as hereinafter provided for the collection of the Association expenses. The authority contained in this Section 7.3 shall be subject to the exceptions contained in Section 7.3(A) below.

(A) Trimming Canopy Tree Branches; Trimming Palm Tree Fronds; Additional Restrictions.

The Association shall be responsible for trimming the branches (and only the branches) of all Canopy Trees located on each parcel. Canopy Trees are defined as trees of no less than fifteen (15) feet in height, wherein all or a portion of the subject tree trunk is located within thirty (30) feet from the abutting frontage of the border of Edgemere Way North and the subject parcel. The Board of Directors shall have the exclusive authority and discretion to determine which trees qualify as Canopy Trees. Owners shall continue to be responsible for the full maintenance of any and all Canopy Trees located on their parcel, subject only to the Canopy Tree branches trimming exception contained within Section 7.3(A).

The Association shall also be responsible for trimming the fronds of all Palm Trees located within thirty (30) feet from the abutting frontage of the border of Edgemere Way North and the subject parcel, except that the Association is not responsible to trim the fronds of Palm Trees located anywhere within a given parcel if the subject Palm Tree is located within a fenced-in area or an enclosed swimming pool area. The Board of Directors shall have the exclusive authority to determine whether a given Palm Tree is located within the aforementioned area. Owners shall continue to be responsible for the full maintenance of any and all Palm Trees located on their parcel, subject only to the Palm Tree fronds trimming exception contained within Section 7.3(A).

The cost of the respective services contained within this Section 7.3(A) are a common expense of the Association, to be included in the amount of the regular and special assessments paid for by all owners collectively.

Amendment No. 2: Article 3, Section 3.6 of the Amended and Restated Bylaws to read as follows:

3. MEMBERS' MEETINGS; VOTING.

...

3.6 Procedure. Votes may be cast at a meeting either in person or by absentee ballot, which ballot shall be cast by the person who would be entitled to vote if present at the meeting. Proxy voting is prohibited proxy. Votes cast in the election of Directors shall be cast pursuant to the procedure outlined in Section 4.3 below.

Amendment No. 3: Article 4, Section 4.3 of the Amended and Restated Bylaws to read as follows:

4. BOARD OF DIRECTORS. The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to the approval or consent of the unit owners only when such is specifically required.

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4.3 Nominations and Elections. At each annual meeting the members shall elect as many Directors as there are regular terms of Directors expiring or vacancies to be filled. ~~The nominating committee, if any, shall submit its recommended nominees for the office of Director in time to be included with notice of the annual meeting; any other eligible person may also be nominated as a candidate from the floor at the annual meeting.~~ Directors shall be elected by a plurality of the votes cast at the annual meeting. In the election of Directors, there shall be appurtenant to each parcel as many votes for Directors as there are Directors to be elected. No member may cast more than one vote for any person nominated as a Director for each parcel owned by the member, it being the intent hereof that voting for Directors shall be non-cumulative. The candidates receiving the highest number of votes shall be declared elected, except that a run-off shall be held to break a tie vote.

Not less than sixty (60) days before a scheduled election, the Association shall mail, or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, and including electronic transmission for those Members who have so consented, to each Member entitled to vote, a first notice of the date of the election. Any eligible person who nominates himself or herself to be a candidate must do so no later than forty (40) days prior to the annual meeting and may also submit a resume by such deadline on one side of an 8 and 1/2" x 11" sheet of paper. Nominations from the floor shall not be accepted. Not less than fourteen (14) days prior to the annual meeting, the Association shall send a Second Notice of Annual Meeting to all Members, along with either an election ballot for the election of Directors, any timely submitted candidates' resumes, a proxy and any other documents in the Board's discretion. The election ballot shall contain the names of all candidates who nominated themselves in a timely manner, listed in alphabetical order by surname. If a voter checks off the names of more candidates than the number of Directors to be elected, the election ballot shall not be counted for the election. Elections shall be determined by a plurality of the votes cast; a quorum of the Members need not cast a vote for a valid election to occur, so long as at least ten percent (10%) of the eligible Voting Interests cast a ballot. The candidates who are elected shall take office upon the adjournment of the annual meeting. The use of secret balloting provided for in Section 720.306(8) of the Act, shall be followed. The Board may require all ballots to be received by the Association at some point prior to the annual meeting so that the votes can be tallied prior to the annual meeting and the results announced at the annual meeting. No election shall be necessary if the number of candidates is less than or equal to the number of vacancies.

Amendment No. 4: Article 4, Section 4.18 of the Amended and Restated Bylaws to read as follows:

4.18 Committees. The Board of Directors may appoint from time to time such standing or temporary committees, including ~~a nominating committee and~~ an executive committee, as the Board may deem necessary and convenient for efficient and effective operation. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee and must comply with the requirements of Section 4.9 above.

THE PRESERVE ASSOCIATION, INC.

By: Charles Weidenfeller
Charles Weidenfeller, President

Attest: Kevin Killilea
Kevin Killilea, Secretary

[Signature]
Witness Signature

OSI PERMUN
Printed Name

[Signature]
Witness Signature

PATRICIA Scherry
Printed Name

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 3rd day of March 2021 by Charles Weidenfeller, as President of and Kevin Killilea as Secretary of The Preserve Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification.

Notary Public [Signature]
Printed Name MERCEDES LAMELAS-IZURIETA
My Commission Expires _____

