

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**

**SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
WYNDEMERE**

WE HEREBY CERTIFY that the following amendments to the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions of Wyndemere was duly adopted by at least three-fourths (3/4ths) of the voting interests at a duly noticed meeting held on the 15th day of March 2022, where a quorum (i.e. 190 voting interests or more) was present, for which notice was given on the 10th day of February 2022. Of 634 total voting interests, 476 votes were needed for passage. 633 voting interests were present. 591 voted in favor of said amendments; 42 were opposed and 1 did not vote.

The original Declaration of Covenants, Conditions and Restrictions is recorded at O.R. Book 916, Page 1080 *et seq.* of the Public Records of Collier County, Florida, and was amended and/or supplemented at O.R. Book 955, Page 981, *et seq.*, O.R. Book 1111, Pages 1710, *et seq.*, O.R. Book 1165, Page 1113, *et seq.*, O.R. Book 1170, Page 747, *et seq.*, O.R. Book 1200, Page 800, *et seq.*, O.R. Book 1205, Page 1699, *et seq.*, O.R. Book 1233, Page 1789, *et seq.*, O.R. Book 1277, Page 1350, *et seq.*, O.R. Book 1284, Page 1095 *et seq.*, O.R. Book 1287, Page 2257, *et seq.*, O.R. Book 1341, Page 108, *et seq.*, O.R. Book 1351 Page 1968 *et seq.*, O.R. Book 1362, Page 1634, *et seq.*, O.R. Book 1362, Page 1651, *et seq.*, O.R. Book 1566, Page 735, *et seq.*, O.R. Book 1568, Page 938, *et seq.*, O.R. Book 1615, Page 1533 *et seq.* (Amended and Restated Declaration of Covenants, Conditions and Restrictions), O.R. Book 1978, Page 2304, *et seq.*, O.R. Book 2260, Page 2066, *et seq.*, O.R. Book 2570, Page 2109 *et seq.* (Second Amended and Restated Declaration of Covenants, Conditions and Restrictions), O.R. Book 2667, Page 642, *et seq.*, O.R. Book 4448, Page 1308, *et seq.*, O.R. Book 5528, Page 3014, *et seq.*, O.R. Book 5589, Page 2683, *et seq.*, and O.R. Book 5776, Page 2475 *et seq.*, all of the public records of Collier County, Florida (hereinafter referred to collectively as the "Declaration").

The legal description of the Property is identified in Exhibits A, B, and C of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions, recorded at O.R. Book 2570, Page 2109 *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, Conditions and Restrictions, and is intended to preserve and protect the Declaration of Covenants, Conditions and Restrictions 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 I, Section 1.30 (New) of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions to read as follows:

ARTICLE I DEFINITIONS

Section 1.30 "New Owner Assessment" shall mean and refer to assessments levied in accordance with Article V, Section 13 of this Declaration.

Amendment: Article V, Section 1 of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions to read as follows:

ARTICLE V ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligations of Assessments. Each Owner of any Lot or Unit shall, by acceptance of a deed therefor, regardless of whether it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay to the Master Association: (1) annual assessments; (2) special assessments; (3) New Owner Assessments; and ~~(34)~~ charges, all fixed, established and collected from time to time as hereinafter provided. The annual and special assessments and charges together with such interest thereon and costs of collection therefor shall be a charge and continuing lien as provided herein on the real property and improvements thereon of the Owner against whom each such assessment is made. Each such assessment and charges, together with such interest thereon and cost of collection, shall also be the personal obligation of the person who was the Owner of such real property at the time when the assessment first became due and payable. Except as provided in Section 9 below, whenever title to a Lot or Unit is transferred for any reason, the new Owner is jointly and severally liable with the previous Owner for all assessments and charges not paid at the time of the transfer, regardless of when incurred, without prejudice to any right the new Owner may have to recover any amounts from the previous Owner. The liability for assessments and charges may not be avoided by waiver of the use or enjoyment of any Master Association Property, or by the abandonment of the property against which the assessment was

made. Assessments shall be due and payable during any period of suspension. No diminution or abatement of assessments or charges or set-off shall be claimed or allowed by reason of any alleged failure of the Master Association to take some action or perform some function required to be taken or performed by the Master Association under the Governing Documents, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Master Association or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority. In the case of co-ownership of a Lot or Unit, all of such co-Owners shall be jointly and severally liable for the entire amount of the assessment or charge.

Amendment: Article V, Section 7 of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions to read as follows:

ARTICLE V ASSESSMENTS

Section 7. Effect of Non-Payment of Assessment: Lien. The annual assessments, ~~and any special assessments,~~ and New Owner Assessment levied pursuant to the provisions hereof, together with interest thereon, costs of collection, including reasonable attorney’s fees as herein provided, are hereby declared to be a charge on each Lot and Unit and shall be a continuing lien against the Lot or Unit against which it is assessed. If any assessment is not paid on or before the past due date specified herein, then such assessment shall become delinquent and the Owner of the Lot or Unit subject to such delinquent assessment shall be referred to as “Defaulting Owner”. A Defaulting Owner shall also be personally liable to the Master Association for the payment of amounts assessed against him or her and for all costs of collecting the same plus interest at the highest non-usurious rate allowed by law and if no such rate is specified by law, then at eighteen (18%) percent per annum. The Master Association may also charge a late payment fee in an amount determined from time to time by the Governors, not to exceed \$100.00 per installment. In the event the amounts assessed against the Defaulting Owner are not paid within twenty (20) days of the date of assessment, the Master Association may proceed to enforce and collect said assessments against the Defaulting Owner in any manner provided for by law of the State of Florida, including foreclosure and sale of the Defaulting Owner’s Lot, Residence or Unit as provided in Section 8 below.

Amendment: Article V, Section 13 (New) of the Second Amended and Restated Declaration of Covenants, Conditions and Restrictions to read as follows:

ARTICLE V ASSESSMENTS

Section 13. New Owner Assessment. Each Owner covenants and agrees to pay to the Master Association a New Owner Assessment due at the time of conveyance or other transfer of title of a Lot or Unit, unless exempted herein. The New Owner Assessment shall be due at the time of

closing of transfer of title and shall be considered delinquent if not remitted to the Master Association within twenty (20) days from the date due. It shall be the obligation of the new Owner of a Lot or Unit (the transferee named in the deed, or other acquirer of title) to pay the New Owner Assessment to the Master Association, although the parties in any transfer may internally allocate the payment of such fee as they choose. This New Owner Assessment shall be effective for any transfer of title occurring on or after the date of recording of this provision in the Public Records of Collier County, Florida. The New Owner Assessment shall be \$4,000.00 per transaction or title transfer, unless increased or decreased by a majority vote of the Board of Governors. The New Owner Assessment is non-refundable. Notwithstanding the foregoing, no New Owner Assessment shall be due in situations involving:

A. A transfer to, purchase by, or other acquisition of title (including through foreclosure or deed in lieu of foreclosure) by a mortgagee or lienholder that acquires its title as the result of holding a mortgage or lien upon the Lot or Unit concerned, regardless of whether the title is acquired by deed in lieu of foreclosure or through foreclosure proceedings;

B. Inter-familial or similar transfers for tax or estate planning reasons when such transfers do not, in the sole discretion of the Board, result in a change in occupancy or beneficial ownership, including but not limited to, a Member's conveyance of a Lot or Unit to a trust of which the Member is a settlor or beneficiary; or

C. A transfer to an individual or individuals who either currently owns or previously owned, within three hundred and sixty-five (365) days immediately preceding the date of title transfer referenced herein, a separate Lot or Unit within the Community. A separate Lot or Unit may qualify for an exemption of the New Owner Assessment if the separate Lot or Unit within the Community is or was owned by a corporation, partnership, trust, estate or other legal entity, and written proof is provided, to the satisfaction of the Board, by the new Owner confirming that they have (or had) an ownership and/or management interest in the applicable corporation, partnership, trust, estate or other legal entity. The Board shall have the authority to adopt and amend regulations further governing how the exemption contained in this Article V, Section 13(C) shall be determined.

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WYNDEMERE HOMEOWNERS ASSOCIATION, INC.

By: Paul Chrestensen
Paul Chrestensen, President

Attest: Lloyd Wennlund
Lloyd Wennlund, Secretary

Heather Goodwin
Witness Signature

Heather Goodwin
Printed Name

Patricia Schery
Witness Signature

PATRICIA Schery
Printed Name

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 22nd day of MARCH 2022 by Paul Chrestensen, as President of and Lloyd Wennlund, as Secretary of Wyndemere Homeowners 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 05/22/2022

