

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly and acting President of Coco Plum Association, Inc., a Florida corporation not for profit, hereby certifies that at a meeting of the members held on February 13, 2024, where a quorum was present, after due notice, the resolutions set forth below were approved by the votes indicated for the purpose of amending the Amended and Restated Declaration of Covenants, Restrictions and Easements of Coco Plum, as originally recorded at O.R. Book 1144, Page 2163 *et seq.*, of the Public Records of Collier County, Florida, as previously amended, and the Amended and Restated Bylaws of Coco Plum Association, Inc., as previously amended.

1. 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, Restrictions and Easements of Coco Plum is hereby amended and the amendment is adopted in the form attached hereto and made a part hereof.

2. The following resolution was approved by concurrence of majority of the voting interests.

RESOLVED: That the Amended and Restated Bylaws of Coco Plum Association Inc., are hereby amended and the amendment is adopted in the form attached hereto and made a part hereof.

Date: 2.20.24

COCO PLUM ASSOCIATION, INC.

(1) *Patricia Scherry*
Witness
Print Name: PATRICIA Scherry

By: *Robert Lazarchik*
Robert Lazarchik, President
98 Wyndemere Way
Naples, FL 34105

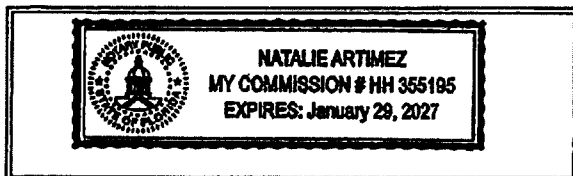
(2) *Cassandra Kigel*
Witness
Print Name: Cassandra Kigel

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 20th day of February, 2024, by Robert Lazarchik, President of the aforementioned Corporation, on behalf of the Corporation by means of physical presence or online notarization. He is personally known to me or has produced _____ as identification.



Natalie Artimez
Signature of Notary Public

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

This instrument prepared by Robert E. Murrell, B.C.S., The Murrell Law Firm, P.A., 5415 Jaeger Road, Suite B, Naples, FL 34109.

AMENDMENTS TO THE
AMENDED AND RESTATED
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
OF
COCO PLUM

The Amended and Restated Declaration of Covenants, Restrictions and Easements of Coco Plum (hereinafter the "Declaration") shall be amended as shown below:

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

Article 9, Sections 9.1 and 9.2 and Article 11, Section 11.7 of the Declaration shall be amended to read as shown below:

9.0. MAINTENANCE: IMPROVEMENTS

9.1 Maintenance of Parcels by Owner. The owner of each parcel shall maintain, repair and replace, at his own expense, all portions of his parcel and any structures located thereon. The owner's responsibility also includes all utility lines, ducts, conduits, pipes, wires, and other utility fixtures and appurtenances which are located upon or under the parcel and which serve on the parcel. The owner shall be responsible for repair or replacement of the irrigation system's automatic valve and isolation valve (ball valve) on owner's lot, any irrigation line breaks caused by tree roots, and for the rerouting of irrigation pipes and any modifications or improvements to the parcel's irrigation system, including upgrades to existing rotors and spray heads necessary due to improvements of landscape or maturing landscape.

9.2 Maintenance of Parcels by the Association. The Association shall be responsible to maintain the lawn and landscaping of each parcel in the Community and the costs of such service is to be included in the amount of regular or special assessments. Such duty of maintenance shall not extend to areas requiring unusual maintenance such as rose gardens, trees over fifteen (15) feet and within screened enclosures or areas specifically designated by the Board of Directors as an "Area of High Maintenance" or to replacement of any portion of the lawn or landscaping. However, the Association may elect to assume these additional maintenance responsibilities by agreement with the owner, and such costs shall be treated as a charge against the parcel as provided in section 6.1(C) hereof. The Association shall also maintain mailboxes. The authority contained in this Section 9.2 shall be subject to the exceptions contained in Section 9.2(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 forty-five (45) feet from the abutting frontage of the border of Golf Cottage Drive and the subject parcel.

The Board of Directors shall have the exclusive authority and discretion to determine which trees qualify as Canopy Trees and the frequency of trimming. Owners are prohibited from removing Canopy Trees located on their parcel unless they first receive written permission from the Board of Directors and unless they (the owners) agree to replace (at the subject owner's expense) said Canopy Tree with a replacement Canopy Tree of like kind, quality and size, as determined by the Board of Directors. 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 9.2(A). The authority and restrictions contained within this Section 9.2 (A) also apply to any diseased or dying Canopy Tree which must be replaced.

The Association shall also be responsible for trimming the fronds of all Palm Trees located on each 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 9.2(A).

The cost of the respective services contained within this Section 9.2(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.

11.7 Landscaping and Irrigation System. The landscaping, including, the trees to a height of 15 feet, shrubs, and lawns, ~~walkways and irrigation system~~ shall be maintained by the Association except those areas designated as high maintenance as described in section 9.2 above. No landscaping shall be added, cut down, destroyed or removed without the prior express written consent of the Board of Directors. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon any parcel outside of the parcel, unless approved by the Board of Directors. Except as otherwise provided in Section 9.1, the Association shall also be responsible for maintaining and repairing irrigation pipes from the isolation (ball valve) to owner's lot, repairing or replacing existing rotors, mist spray heads, solenoids, and diaphragms.

AMENDMENT TO THE
AMENDED AND RESTATED
BYLAWS
OF
COCO PLUM ASSOCIATION, INC.

The Amended and Restated Bylaws of Coco Plum Association, Inc. (hereinafter the "Bylaws") shall be amended as shown below:

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

Article 4, Section 4.3 of the Bylaws shall be amended to read as shown below:

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 unit 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, 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.

(A) First Notice; Candidates. Not less than sixty (60) days before the election, the Association shall mail or deliver, or electronically transmit to lot owners who so consent, to each lot owner entitled to vote, a first notice of the date of the election. The first notice may be given by separate Association mailing or electronic transmission or included in another Association mailing, delivery or electronic transmission, including regularly published newsletters. Any lot owner or other eligible person desiring to be a candidate may qualify as such by giving written notice to the Association not less than forty (40) days before the annual election. Notice shall be deemed effective when received by the Association. Notice may be provided by personal delivery, mail, certified mail, facsimile transmission, electronic transmission or overnight delivery. A person must be eligible to be a candidate to serve on the Board of Directors at the time of the deadline for submitting a notice of intent to run in order to have his or her name listed as a proper candidate on the ballot or to serve on the Board of Directors. Candidates may not be nominated from the floor at the meeting at which the election is to be held.

(B) Second Notice; if there are more candidates than there are Directors to be elected, balloting is required. At least fourteen (14) days before the election, the Association shall mail, deliver, or electronically transmit to lot owners who so consent, a second notice of election to all lot owners entitled to vote in the contested election, together with a secret ballot which shall list all qualified candidates in alphabetical order, by surname. This

notice may also include the notice of the annual meeting required by Section 3.3 above. Upon timely request of a candidate, an information sheet, no larger than 8½ inches by 11 inches, which must be furnished by the candidate at least 35 days before the election, must be included with the mailing, delivery, or transmission of the ballot, with the costs of mailing, delivery, or electronic transmission and copying to be paid by the Association. Accompanying the ballot shall be an outer envelope addressed to the person or entity authorized to receive the ballots and a smaller inner envelope in which the ballot shall be placed. The exterior of the outer envelope shall indicate the name of the voter, and the unit or unit numbers being voted, and shall contain a signature space for the voter. Once the ballot is filled out, the voter shall place the completed ballot in the inner smaller envelope and seal the envelope. The inner envelope shall be placed within the outer larger envelope, and the outer envelope shall then be sealed. Each inner envelope shall contain only one ballot, but if an Owner is entitled to cast more than one ballot, the separate inner envelopes required may be enclosed within a single outer envelope. The voter shall sign the exterior of the outer envelope in the space provided for such signature. The envelope shall either be mailed or hand delivered to the Association. Upon receipt by the Association, no ballot may be rescinded or changed.

(C) Balloting. Where balloting is required, Directors shall be elected by a plurality of the votes cast, provided that at least twenty percent (20%) of the eligible voting interest cast a ballot. Proxies may not be used in the election. In the election of Directors, there shall be appurtenant to each lot as many votes for Directors as there are Directors to be elected, but no lot may cast more than one (1) vote for any candidate, it being intended that voting for Directors shall be non-cumulative. Tie votes may be broken by agreement among the candidates who are tied, by lot or by any other method required or permitted by law. If there is no agreement, the Association shall proceed with a runoff election pursuant to the rules adopted by the Division of Florida Condominiums, Timeshares and Mobile Homes.