

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly and acting President of The Preserve Association, Inc., a Florida corporation not for profit, hereby certifies that at a meeting of the members held on February 11, 2014, where a quorum was present, after due notice, the resolution set forth below was approved by the vote indicated for the purpose of amending the Declaration of Covenants, Restrictions and Easements for The Preserve, as originally recorded at O.R. Book 1111, Pages 1777 *et seq.*, of the Public Records of Collier County, Florida.

The following resolution was approved by concurrence of at least a majority of the voting interests of the Association. *(for use by Clerk of Court)*

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

Date: March 4, 2014

(1) Heather Goodwin
Witness
Print Name: Heather Goodwin

(2) Donna Sullivan
Witness
Print Name: Donna Sullivan

THE PRESERVE ASSOCIATION, INC.

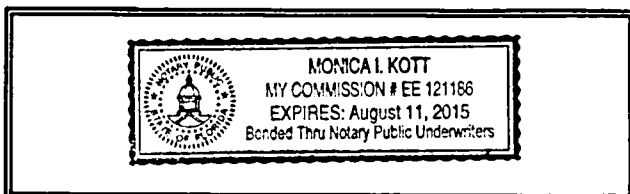
By: Stephen Ehardt
Stephen Ehardt, President
368 Edgemere Way North
Naples, FL 34105

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 4th day of March, 2014, by Stephen Ehardt, President of the aforementioned Corporation, on behalf of the Corporation. He is personally known to me or has produced _____ as identification.



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

Monica I. Kott
Signature of Notary Public

This instrument prepared by Robert E. Murrell, Esq., Woodward, Pires & Lombardo, P.A., 3200 Tamiami Trail North, Suite 200, Naples, FL 34103

AMENDMENT TO THE
AMENDED AND RESTATED
DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR
THE PRESERVE

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

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

1. Section 7.2 (A) of the Declaration shall be amended to read as shown below:

- (A) The owners of each individual patio home within any particular patio home building shall be responsible jointly for the maintenance and repair of all portions of the property which are not the responsibility of any individual owner. Maintenance, repair and replacement of all common structural elements of the patio home building shall be the joint obligation of the owners within the patio home building. In the event that the joint owners of patio homes within any patio home building disagree as to the need for or method of undertaking such maintenance, repair or replacement then either party shall have the right to request the Committee to decide the issue and when rendered by the Committee such decision shall be binding on both owners. However, if exterior roofs or exterior and common wall fences of any patio home building are found to be in disrepair by a unanimous vote of the three (3) ARC members and a unanimous vote of the five (5) members of the Preserve Association Board of Directors, then the Association has the right to demand, in writing, that the owner maintain, repair or replace the exterior roof or exterior and common wall fence. If the owner does not comply with the Association's request to maintain, repair or replace the exterior roof or exterior and common wall fence within a reasonable period of time (not more than ninety (90) days), the Association shall have the right to institute legal proceedings to enforce compliance, or the Association may take any and all other steps necessary to remedy such violation, including maintenance, repair or replacement of the roof and/or common wall fence. Any expenses so incurred by the Association in doing so shall be billed directly to the owner(s) of the patio home building to which such services are provided, and shall be a charge against the patio home, secured by a lien against the patio home as provided in Section 10.

2. Section 14.10 (A) of the Declaration shall be amended to read as shown below:

- (A) Parking. No motor vehicle of any kind (including trucks and vans) other than a four wheel passenger automobile shall be parked in Wyndemere for a period exceeding eight (8) hours, unless such vehicle is kept in a closed garage or screened from view from all portions of

Wyndemere by a fence or landscaping approved by ARC. No boat, boat trailer or other trailer of any kind, camper, mobile home, golf cart or disabled vehicle shall be permitted in Wyndemere unless kept in a closed garage or screened from view from all portions of Wyndemere by a fence or landscaping approved by ARC. No maintenance or repair shall be done upon or to any vehicle (including four wheel passenger automobiles), except within a closed garage. Nothing herein shall prohibit the establishment by the Master Association of an area within Wyndemere designated and available for the storage of prohibited vehicles if the establishment of such storage facility is otherwise permitted by applicable government regulation and the ARC. No vehicle shall be parked anywhere but on paved areas intended for the purpose. Parking on lawns or landscaped areas is prohibited. These restrictions shall not preclude the entry on the Property of necessary service or development related vehicles.

The following exceptions apply:

- (1) Only one (1) passenger vehicle may be parked on a driveway overnight on a continuous basis. If an owner has visitors, their passenger vehicles may be parked on an owner's driveway for no longer than a period of two (2) weeks.
- (2) Dumpsters and trailers being used as dumpsters that are parked on an owner's driveway must receive the approval of the Preserve Association ARC and that approval must be renewed every thirty (30) days. If approval is not granted or renewed every thirty (30) days as required by the Association, the Preserve Association Board is authorized to have the dumpster removed, but only after supplying at least ten (10) days' written notice to the owner that the dumpster will be removed. Any expenses so incurred by the Association in doing so shall be billed directly to the owner in whose driveway the dumpster or trailer is parked, and shall be a charge against the patio home, and secured by a lien against the patio home as provided in Section 10.
- (3) Trailers and RVs may be parked on a driveway overnight no more than two (2) times per year for the purpose of loading and unloading only.