

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 January 29, 2025, 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.

The following resolution was approved by the affirmative vote of the holders of at least 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: 2/12/2025

GLENDEVON ASSOCIATION, INC.

(1) Natalie Artmezz
Witness

Print Name: Natalie Artmezz

(2) Patricia Scherry
Witness

Print Name: PATRICIA Scherry

By: [Signature]
Hugh Robinson, President
98 Wyndemere Way
Maples, FL 34105

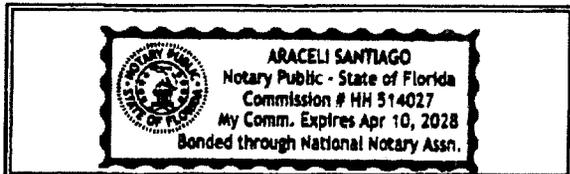
(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 12th day of February, 2025 by Hugh Robinson, as President of the aforementioned Corporation, on behalf of the Corporation. He is personally known to me or has produced Driver's license as identification.

[Signature]
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 FOR
GLENDEVON**

The Amended and Restated Declaration of Covenants, Restrictions and Easements for Glendevon ("Declaration") shall be amended as shown below:

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

1. Section 7.2 of the Declaration shall be amended to read as follows:

7.2 Association's Responsibility for Lot Maintenance. In addition to maintenance of the Common Areas as described above, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder. Said maintenance obligation shall be deemed to include the Routine Maintenance and Care, as defined herein, trimming and care of palm trees (annual trimming), shrubs up to 8 feet, turfgrass, walks, swales, berms and other landscaping, as well as provide general cleanup and removal of debris which in the opinion of the Association detracts from the overall beauty and setting of the community. The Association shall be responsible for the Routine Maintenance and Care, as defined herein, of lawns and landscaping on all Lots, excluding the installation and/or replacement of trees, shrubs, turfgrass, annuals, perennials or specialized ornamental or exotic vegetation. Except as otherwise provided in Section 7.4, ~~The Association shall be responsible for the maintenance, repair and replacement of all irrigation facilities, including but not limited to, sprinkler pumps, be responsible for the piping, and sprinkler heads. It is intended that the Association be responsible for the general care and maintenance of all landscaping on all lots, except as excluded herein.~~ The Owner shall be responsible for the maintenance of his or her residence and any other improvements constructed upon the Lot, and all components thereof. The Association shall not be liable to any Owner for any interruption in irrigation services, the quality of irrigation water, the source of irrigation water or any damage to the landscaping or turfgrass on a Lot by lack of irrigation.

Routine Maintenance and Care is hereby defined as the mowing of all turfgrass areas, the pruning of shrubs and hedges (up to 8 feet), ornamentals and grasses, remove weeds from plant beds, walkways and driveways, edging of sidewalks and driveways, fertilize turfgrass (4 times/year) and shrubs/hedges (3 times/year).

2. Section 7.4 of the Declaration shall be amended to read as follows:

7.4 Owner's Responsibility. Subject to the Association responsibilities outlined above, each Owner shall maintain the Lot and Dwelling Unit in good repair and in neat and attractive condition in accordance with the Governing Documents. Other than those maintenance responsibilities of the Association as provided in Section 7.2, the Owner's said maintenance responsibilities shall include, but not be limited to, maintenance and or replacement of all trees, shrubs, turfgrass and any of all specialized, exotic or "high need" landscaping not maintained by the Association. The Owner shall be responsible for the repair or replacement of the irrigation system's automatic valve and isolation valve (ball valve) on Owner's Lot, any irrigation line break caused by tree roots and for rerouting of irrigation pipes and any modification or improvements to the Lot's irrigation system, including upgrades to existing rotors and spray heads necessary due to improvements of landscape or maturing landscape. All Owner's shall be responsible for the trimming and/or removal, if necessary, of all hardwood and pine trees on each Owner's Lot. No Owner shall take any action which: (1) increases the maintenance responsibility of the Association; (2) causes the Association's insurance premiums to increase; or (3) interferes with the Association's maintenance or operational responsibilities.

Except as provided in Section 7.1 of this Declaration, the maintenance and repair of Privacy Walls shall be the joint responsibility of the Lot owners sharing such wall or fence. Any Privacy Wall which benefits only one Lot and is wholly upon that Lot, shall be maintained and repaired solely by that Lot Owner.

3. Section 10.18 of the Declaration shall be amended to read as follows:

10.18 Landscaping; Sprinkler Systems. All areas not covered by structures, walkways or paved parking shall be maintained by the Association as lawn or landscaped areas to the pavement edge of any abutting streets and to the waterline of any abutting lakes, canals or water management areas. No stone, gravel, or paving of any type shall be used as a substitute for grass in a lawn. All lawns and landscaping shall be completed at the time of completion of the structure as evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental agency, and shall thereafter be kept in good condition by the Association. Sprinkler systems located on Lots and the Common Areas shall be the responsibility of the Association, except as otherwise provided in Section 7.4.-