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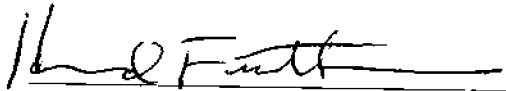
CERTIFICATE OF AMENDMENT
to the
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
for
NAPLES RESERVE

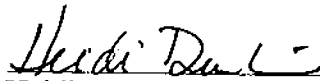
I HEREBY CERTIFY that the following amendments to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Naples Reserve were duly approved and adopted by the membership of Naples Reserve Homeowners Association, Inc., at the duly Annual Meeting of the Members, at which a quorum was present, held on the 19th of March 2024.

The original Declaration of Covenants, Conditions and Restrictions for Naples Reserve, including the legal description of the Collier County, Florida property subject to this amendment was recorded on August 9, 2013, at Official Records Book 4953, Page 3586, of the Public Records of Collier County, Florida, as amended.

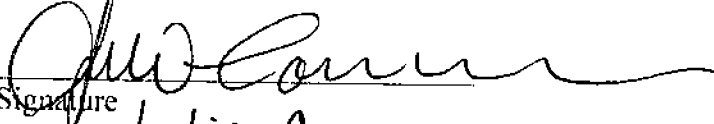
WITNESSES:

NAPLES RESERVE HOMEOWNERS ASSOCIATION, INC.


Signature
HOWARD FURTERMAN
Print Name

BY: 
Heidi Devlin, President

14885 Naples Reserve Circle
Naples, FL 34114
Address


Signature
Julie Concannon
Print Name
14885 Naples Reserve Circle
Naples, FL 34114
Address

**STATE OF FLORIDA
COUNTY OF COLLIER**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared [] in person or [] virtual attendance, Heidi Devlin, as President of Naples Reserve Homeowners Association, Inc., who is [X] personally known to me or [] has produced her Driver License, as identification, and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid the 29th day of March 2024.

(NOTARY STAMP/SEAL)



Kenneth Lee Dixon (SEAL)
Notary Public for the State of Florida
Print Name: Kenneth Lee Dixon
My Commission Expires: 12-13-27

EXHIBIT "A"

Note: words being added are underlined and words being removed are ~~struck through~~

1. Article XVII, Section 5 of the Amended and Restated Declaration of Covenants, Conditions and Restrictions shall be amended as follows:

**Article XVII
GENERAL PROVISIONS**

(Sections 1 - 4 shall remain the same.)

5. Notice of Transfer of Lot. In the event that any Owner desires to sell or otherwise transfer title of said Owner's Lot, such Owner shall give the Board of Directors at least ~~fourteen~~ thirty (430) days' prior written notice of the name and address of the purchaser or transferee, the date on which the transfer of title is to take place, a copy of the executed sales contract, and such other information as the Board of Directors may reasonably require. The transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner or the Lot, including payment of all Assessments, accruing prior to the date of transfer. ~~Until written notice is received approval is provided by the Board,~~ as provided in this Section, the transferor and transferee shall be jointly and severally liable for Assessments accruing subsequent to the date of transfer. In the event that upon the conveyance of a Lot, an Owner fails in the deed of conveyance to reference the imposition of this Declaration on the Lot, the transferring Owner shall remain liable for Assessments accruing on the Lot after the date of conveyance.

Within twenty (20) days after receipt of the required notice and all information, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval executed by the President or Vice-President of the Association in recordable form and delivered to the transferee. If the Board neither approves nor disapproves within the time limits as set forth above, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a Certificate of Approval to the transferee.

a. Disapproval for Good Cause. Approval by the Association shall only be withheld for good cause and only if a majority of the Board so votes. In considering whether good cause exists the Board shall consider each applicant on a case by case basis and shall take into account mitigating factors such as the recency of the event and the detrimental impact on the community based on verifiable data and information. If the Board disapproves for good cause, there shall be no obligation to provide an alternate purchaser. Good cause for disapproval shall include but not be limited to the following:

i. The person seeking approval or any proposed occupants has been convicted of a felony involving violence to persons or property, a felony involving possession or sale of a controlled substance, a felony demonstrating dishonesty or moral turpitude, or is a registered sexual offender or sexual predator or the equivalent in this or any other jurisdiction;

ii. The person seeking approval or any proposed occupants, during a previous occupancy, has evidenced an attitude of disregard for Association Covenants, Restrictions, and Rules and Regulations by observed behavior in this community as a tenant, Owner, or occupant of a Unit.

b. Exception. The provisions of this Article XVII, Section 5 are not applicable to the acquisition of title by a first mortgagee who acquires title through the mortgage, whether by foreclosure or deed in lieu of foreclosure, nor shall the Association's approval be required for the subsequent resale or lease of a Unit by such mortgagee of the Lot so acquired, but shall apply to the acquisition of title by any other person without regard to how the title was acquired.

c. Fees and Deposits Related to the Sale of Units. Whenever herein the Board's approval is required to allow the sale or other transfer of an interest in a Unit, the Association may charge the Owner a preset fee for processing the application, such fee not to exceed the maximum amount allowed by law. A separate fee may be charged for each person who is obtaining an interest in the Unit or intending to occupy the Unit except if such persons are a married couple or a parent and minor children.

d. Unapproved Transfers. If any person acquires title without Board approval, that person shall have no right to occupy or use the Unit before being approved by the Board of Directors under the procedures outlined in this Article XVII, Section 5.

2. Article IX, Section 2(a) of the Amended and Restated Declaration of Covenants, Conditions and Restrictions shall be amended as follows:

**ARTICLE IX
ASSESSMENTS**

(Section 1 shall remain the same.)

2. Creation of Assessments. There are hereby created Assessments for expenses of the Association as the Board of Directors may authorize from time to time to be commenced at the time and in the manner set forth in the "Payment of Assessments" Section below. There shall be three (3) types of Assessments:

a. Common Assessments. Common Assessments shall be levied equally on all Lots except for expenses deemed in the Board's judgment to relate to the approximate cost of landscape maintenance for the Lots, which may be assessed by the Association among no more than ~~six eleven (611)~~ ⁶¹¹ levels based on the approximate square footage of the Lots, and ~~except that Lots owned by Declarant (including assignees of the right of the Declarant to pay a 1/3rd of a "Full Share" of the Common Assessments on the Lots owned by them) shall be assessed a 1/3rd of a Full Share to reflect the approximate expenses of the Association relating to such Lot, and except that Lots owned by Declarant and by Builders designated by Declarant that do contain a residence that has never been occupied but for which a certificate of occupancy has been issued, shall be assessed a 1/3rd of a Full Share to reflect the approximate expenses of the Association relating to~~

such Lot. All Owners, by acceptance of a deed or other instrument conveying title to a Lot, consent to the foregoing classification of Lots owned by Declarant and the formula stated above for the assessment thereof.