

Prepared by and returned to:

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Recording Fee: **\$86.50**

CERTIFICATE OF AMENDMENT

AMENDMENTS TO THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF NAPLES LAKES COUNTRY CLUB

AMENDMENTS TO AMENDED AND RESTATED BYLAWS OF NAPLES LAKES COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC.

I HEREBY CERTIFY that the attached Amendments to the Third Amended and Restated Declaration of Covenants, Conditions and Restrictions and Amendments to Amended and Restated Bylaws (the "Amendments") were duly adopted by the Association membership at the duly noticed members' meeting of the Association on the 24th day of February, 2015. Said Amendments were approved by a proper percentage of voting interests of the Association. The original Declaration of Covenants, Conditions and Restrictions is recorded at O.R. Book 2598, at Page 2100 *et seq.*, of the Collier County Public Records.

The Amendments are attached hereto.

Amendment No. 1:

**Article VII, Section 1;
Declaration of Covenants**

ARTICLE VII ASSESSMENTS

Section 1. Creation of Assessment. The Association is hereby authorized to levy assessments against each Unit for Association expenses as the Board may specifically authorize from time to time. There shall be five types of assessments for Association expenses and other obligations: (a) Base Assessments to fund Common Expenses for the general benefit of all Units; (b) Neighborhood Assessments for Neighborhood Expenses benefiting only Units within a particular Neighborhood or Neighborhoods; (c) Special Assessments as described in Section 5 below; (d) Specific Assessments as described in Section 6

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below; and (e) Golf Course Assessments, as described in Section 12 below. Each Owner is deemed to covenant and agree to pay these assessments.

All assessments, together with interest from the due date of such assessment at a rate determined by the Board (not to exceed the highest rate allowed by Florida law), late charges, costs and reasonable attorneys' fees, shall be a charge and continuing lien upon each Unit against which the assessment is made until paid, as more particularly provided in Section 8 below. Each such assessment, together with interest, late charges, costs, and reasonable attorneys' fees, also shall be the personal obligation of the Person who was the Owner of such Unit at the time the assessment arose. Upon a transfer of title to a Unit, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. ~~However, no first Mortgagee who obtains title to a Unit by exercising the remedies provided in its Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title, unless so allowed by Florida law.~~

Assessments shall be paid in such manner and on such dates as the Board may establish. Unless the Board otherwise provides, the Base Assessment and any annual Neighborhood Assessment shall be due on the first day of each fiscal year. If the Board so elects, assessments may be paid in two or more installments. If any Owner is delinquent in paying any assessments or other charges levied on his Unit, the Board may require any unpaid installments of all outstanding assessments to be paid in full immediately.

The Association shall, upon request, furnish to any Owner liable for any type of assessment, a certificate in writing, signed by an officer of the Association, setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

No Owner may exempt himself from liability for assessments, by non-use of Common Area, abandonment of his Unit, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

(Sections 2 through 14 remain unchanged)

Amendment No. 2:

**Article XIII, Sections 4 and 5;
Declaration of Covenants
Article III, Section 3.22; Bylaws**

**ARTICLE XIII
ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS**

(Sections 1 through 3 remain unchanged)

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Section 4. Fines and Suspension of Use Rights. The Association, in its sole discretion, may impose a fine or fines, or suspend Common Area use rights, or voting rights, as provided in the Bylaws, upon an Owner, Owner's family, guests, invitees and tenants for failure to comply with the Rules, provided the following procedures are adhered to:

(a) Notice. The Association shall notify the Owner or others, if applicable, in writing of the non-compliance. Included in the notice shall be the date and time of the next Board meeting at which the non-compliance will be heard and considered. The notice of the non-compliance shall provide, at a minimum, at least fourteen (14) days' notice prior to the Board meeting.

(b) Hearing. The noncompliance shall be presented at a meeting before a committee of at least three (3) members appointed by the Board, who are not officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee, where the Owners may protest any allegation of non-compliance and any imposition of fines. A written decision of the committee shall be submitted to the Owner not later than twenty one (21) days after the Board meeting. The committee must approve, by a majority vote, the proposed fine or suspension, prior to it being imposed.

(c) Fines. The Association may impose fines in the aggregate, or accruing on a daily basis against any Owner, tenant, guest or invitee.

(d) Payment of Fines. Fines shall be paid not later than seven (7) days after notice of the imposition.

(e) Individual Assessments. Fines shall be treated as an Individual Assessment otherwise due to the Association.

(f) Application. All monies received from fines shall be allocated as directed by the Board of Directors.

(g) Non-Exclusive Remedy. All rights, remedies and privileges granted to the Association under the law and the governing documents shall be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising any other rights, remedies or privileges that may be available. Any fine paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner.

Section 5. Suspension of Use. In addition to the imposition of fines, or in lieu thereof, the Association, in its sole discretion, may suspend any Owner, tenant, guest or invitee's right to use any Common Area or the Golf Course on account of a violation of or non-compliance with the Rules referenced in Section 1 above.

* * *

**Article III, Section 3.22;
Bylaws**

~~3.22 — Enforcement. In addition to such other rights as are specifically granted under the Declaration the Association shall have the power to impose reasonable fines not to exceed the amount allowed by law, which shall constitute a lien upon the Unit of the violator, and to suspend an Owner's right to vote or any person's right to use the Common Area for violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association to limit ingress and egress to or from a Unit or the right to park. Notwithstanding the foregoing, the Owner's right to vote may only be suspended due to the nonpayment of regular annual assessments that are delinquent in excess of ninety (90) days. In addition, the Association may suspend access to the Golf Course and/or any services provided by the Association to an Owner or the Owner's Unit if the Owner is more than fifteen (15) days delinquent in paying any assessment or other charges owed to the Association or any assessment, charge or fee owed to a Neighborhood Association.~~

~~(a) — In the event that any occupant, guest or invitee of a Unit violates the Declaration, Bylaws, or any Rule, the Unit Owner, any Tenant or Lessee, the fine shall first be assessed against the Unit's occupant; provided, however, if the fine is not paid within the time period set by the Board, the Owner shall pay the fine upon notice from the Association. In addition to the assessment of such fine, the Board may impose other reasonable sanctions, including suspension of access to the Golf Course and/or services provided by the Association to the Unit. The failure of the Board to enforce any provision of the Declaration, Bylaws, or any rule shall not be deemed a waiver of the right of the Board to do so thereafter.~~

~~(b) — Prior to the imposition of any section hereunder or under the Declaration, the Board or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a period of not less than fourteen (14) days within which the alleged violator may present a written request for a hearing to the Board or Enforcement Committee, if any, appointed pursuant to Article V; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within fourteen (14) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed; provided the Board of Directors, or the Covenants Committee may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the 14 day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.~~

~~(c) — Hearing. If a hearing is requested within the allotted fourteen (14) day period, the hearing shall be held before the Enforcement Committee, as defined in Section 5.2. The alleged violator shall be afforded a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator~~

~~appears at the meeting. The minutes of the meeting shall contain a written Statement of the results of the hearing and the sanction, if any, imposed.~~

~~(d) Appeal. Following a hearing before the Enforcement Committee, the violator shall have the right to appeal the decision to the Board of Directors. To perfect this right a written notice of appeal must be received by the manager, President, or Secretary of the Association within fourteen (14) days after the hearing date.~~

~~(e) Additional Enforcement Rights. Notwithstanding anything to the contrary in this Article, the Board may elect to enforce any provision of the Declaration, these By-Laws or the rules of the Association, by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or, following compliance with the procedures set forth in Article XVII of the Declaration, by suit, at law or in equity, to enjoin any violation or to recover monetary damages, or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' fees actually incurred.~~

3.22 (a) Pursuant to Section 720.305 of the Act, the Association may impose fines not to exceed the maximum permissible by law against any Member or any Member's Tenant, Guest, or Invitee for the failure of the Owner of the Unit or its Occupant, Licensee, or Invitee to comply with any provision of the Governing Documents, and/or suspend, for a reasonable period of time, the right of a Member, or a Member's Tenant, Guest, or Invitee, to use Common Areas and facilities for the failure of the Owner of the Unit or its Occupant, Licensee, or Invitee to comply with any provision of the Governing Documents.

(i) A fine may be imposed for each day of continuing violation at the highest rate allowed by law per violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed the maximum amount permissible by law. Any fine of one thousand dollars (\$1,000) or greater not paid within thirty (30) days shall become a lien on the Unit of the Owner who owes the fine. Said lien may be foreclosed in the same manner as a lien for assessments as provided for in the Governing Documents. The Board may, from time-to-time, adopt a resolution to set the amount of a fine or fines, and may authorize aggregate fines for continuing violations in amounts exceeding one thousand dollars (\$1,000).

(ii) A suspension shall be levied and enforceable for a reasonable amount of time, as determined by the Board of Directors, and subject to the approval of the independent committee. This Section does not apply to that portion of Common Areas used to provide access or utility services to the Unit. A suspension may not impair the right of an Owner or Tenant of a Unit to have vehicular and pedestrian ingress to and egress from the Unit, including, but not limited to, the right to park.

(iii) The Owner and, if applicable, the party against whom the fine and/or suspension is sought to be levied (if different from the Owner), shall be afforded an opportunity for hearing by being given notice of not less than fourteen (14) days. Notice shall be

effective when mailed by United States Mail, certified, return receipt requested, to the address of the Member listed in the official records of the Association, and as to Tenants, to the mailing address for the Unit. Said notice shall include:

- A statement of the date, time and place of the hearing;
- A statement of the provisions of law or the Governing Documents which have allegedly been violated; and
- A short and plain statement of the matters asserted by the Association and suggested amount of fine or term and nature of suspension.

(iv) The Owner and, if applicable, the party against whom the fine and/or suspension is sought to be levied (if different from the Owner), shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be held before a committee of at least three (3) Members appointed by the Board who are not Officers, Directors, or employees of the Association, or the spouse, parent, child, brother or sister of an Officer, Director or employee. If the Committee, by majority vote, does not approve the proposed fine and/or suspension, the fine and/or suspension may not be levied.

(v) Should the Association be required to initiate legal proceedings to collect a duly levied fine, or enforce a duly imposed suspension, the prevailing party shall be entitled to an award of costs, and a reasonable attorney’s fee incurred before trial (including in connection with the preparation for and conduct of fining and/or suspension hearings), at trial, and on appeal. Members shall be jointly and severally liable for the payment of fines levied against and/or suspension imposed upon the Member’s Tenant, Guest, or Invitee.

(b) Pursuant to Section 720.305 of the Act, the Association may suspend the voting rights of a Member and/or suspend the right of a Member, or the Member’s Tenant, Guest, or Invitee, to use Common Areas and facilities for the nonpayment of any monetary obligation due to the Association that is delinquent in excess of ninety (90) days. All suspensions imposed pursuant to this Section must be approved at a properly noticed Board meeting. Upon approval, the Association must notify the Owner and, if applicable, the Unit’s Occupant, Licensee, or Invitee by mail or hand delivery. This Section does not apply to that portion of Common Areas used to provide access or utility services to the Unit. A suspension may not impair the right of an Owner or Tenant of a Unit to have vehicular and pedestrian ingress to and egress from the Unit, including, but not limited to, the right to park. The suspension ends upon full payment of all obligations currently due or overdue to the Association.

ARTICLE III
BOARD OF DIRECTORS: NUMBER, POWERS, MEETINGS

(Sections 3.1 and 3.2 remain unchanged)

~~3.3 — Nomination of Directors. Nominations for election to the Board of Directors shall be made by the Voting Members of each Neighborhood in accordance with procedures adopted by each Neighborhood. The Voting Members shall make as many nominations for election to the Board of Directors as they shall deem appropriate. Nominations for the "at large" Director shall be made by Voting Members in all six (6) Neighborhoods in accordance with procedures adopted by the Board. All candidates shall have a reasonable opportunity to communicate their qualifications to the Voting Members and to solicit Votes.~~

3.43.3 Election and Term of Office. Notwithstanding any other provision of these By-Laws:

The Board shall be elected as follows: one director to be elected by each of the six (6) Neighborhoods. When there are only two candidates, such director shall be elected by a simple majority vote of those casting votes in each respective Neighborhood election. In addition, when there are only two candidates for the one "at-large" director, such director shall be elected by simple majority of all those casting ballots in an election in which all Unit Owners from all Neighborhoods shall be entitled to vote for such "at-large" director. In a contest of three or more candidates for a directorship the candidate with a plurality of votes shall be elected. In the event of a tie, the Director shall be chosen by lot. Initially, two directors selected at random by the Board of Directors ninety (90) days prior to the first election following the adoption of these by-laws, shall serve for a term of one year, two directors shall serve for a term of two years, and two directors and the "at-large" director, shall serve for a term of three years. Thereafter, each director elected by each Neighborhood and the "at-large" director, shall be elected for a term of three (3) years. Directors may be elected to serve any number of consecutive terms. Election of Directors shall be conducted by secret ballot pursuant to Section 720.306(8), F.S., as it may be amended from time-to-time. Each Member may, in their own discretion, elect to vote in the election of Directors by non-secret proxy. Not less than 60 days before a scheduled election, the Association shall mail, or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, and including electronic transmission for those Members who have so consented, to each Member entitled to vote, a first notice of the date of election. Any eligible person who nominates themselves to be a candidate may do so no later than forty (40) days prior to the Annual Meeting and may also submit a resume by such deadline on one side of an 8½" x 11" sheet of paper. Nominations from the floor shall not be accepted. Not less than fourteen (14) days prior to the Annual Meeting, the Association shall send a Second Notice of Annual Meeting to all Members, along with either an election ballot for the election of Directors, any timely submitted candidates' resumes, a proxy

and any other documents in the Board's discretion. The election ballot shall contain the names of all candidates who nominated themselves in a timely manner, listed in alphabetical order by surname. If a voter checks off the names of more candidates than the number of Directors to be elected, the election ballot shall not be counted for the election. Elections shall be determined by a plurality of the votes cast. The candidates who are elected shall take office upon the adjournment of the Annual Meeting. No election shall be necessary if the number of candidates is less than or equal to the number of vacancies.

(Current Sections 3.5 through 3.21 renumbered as 3.4 through 3.20)

Amendment No. 4:

**Article VIII, Sections 2;
Declaration of Covenants**

**ARTICLE VIII
ARCHITECTURAL STANDARDS**

(Section 1 remains unchanged)

Section 2 Architectural standard. No building, structure, enclosure or other improvement shall be erected or altered, nor shall any grading, excavation, landscaping, change of exterior color, or other work which in any way alters the exterior appearance of any structure, parcel, or common area, be made, unless and until the plans, specifications and location of the same shall have been submitted to and approved in writing by the Association, or its designee. All plans and specifications shall be evaluated so as to preserve the architectural integrity and continuity in the community and to maintain uniform design and style for improvements or alterations made to individual properties and to properties of the Association.

(Sections 3 and 4 remain unchanged)

Amendment No. 5

**Article VI, Section 2, New
Paragraph, Declaration of
Covenants**


Section 2. Owner's Responsibility. Each owner shall maintain his or her Unit and all structures, parking areas, and other improvements comprising the Unit in a manner consistent with the Community-Wide Standard and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to the Association or a Neighborhood pursuant to any Supplemental Declaration or other declaration of covenants applicable to such Unit. In addition to any other enforcement rights, if an Owner fails properly to perform his or her maintenance responsibility, the Association may perform such maintenance responsibilities and assess all costs incurred by the Association against the Unit and Owner in accordance with Article VIII. The Association shall afford the Owner reasonable notice and an opportunity to

cure the problem prior to entry, except when entry is required due to an emergency situation.

Notwithstanding any provision in this Declaration or other Governing Documents to the contrary, every Owner of a Unit, and every Neighborhood as might reasonably be determined as necessary by the ARC or Board, may be required to mitigate water problems which might include, but not be limited to, installing, maintaining, repairing, and replacing gutters, downspouts, in-ground drainage pipes or other mitigation remedies, according to specifications and requirements as may be determined by the ARC or Board from time-to-time. All installations and replacements pursuant to this Section must be approved in advance by the ARC or Board. Mitigation remedies shall be installed and fully operational within ninety (90) days of the ARC or Board's notification to the Owner or Neighborhood of the need to mitigate a problem and required installations. The failure of any Owner or Neighborhood to timely install and maintain any component required by this Section, shall permit, but not obligate, the Association to install, and if necessary to repair or replace gutters, downspouts, in-ground drainage pipes or other mitigation remedies, and to charge all costs and expenses incurred thereby to the Owner or Neighborhood in the event the work is performed on property owned or administered by such Neighborhood. Such charges shall be secured by a lien and subject to foreclosure in the same manner as all other Assessments.

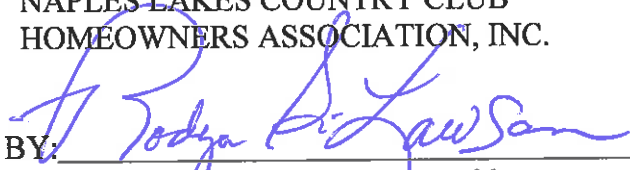
WITNESSES:
(TWO)

NAPLES LAKES COUNTRY CLUB
HOMEOWNERS ASSOCIATION, INC.




Signature
Migdalia Capullo

Printed Name

BY: 

Rodger Lawson, President

Date: 3/20/2015



Signature
Nicholas Hudson

Printed Name

ATTEST: 

Clifford Hordlow, Secretary

Date: 3/20/2015

(CORPORATE SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 20th day of March 2015, by Rodger Lawson as President of Naples Lakes Country Club Homeowners Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced (type of identification) N/A as identification.



Barbara L. Anderson
Notary Public

Barbara L. Anderson
Printed Name

My commission expires: 9/28/15

ACTIVE: N17639/332118:6774148_2