

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
DAVID G. MULLER, ESQ.
BECKER & POLIAKOFF, P.A.
4001 TAMiami TRAIL NORTH, SUITE 410
NAPLES, FL 34103

**CERTIFICATE OF AMENDMENT
TO THE
THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
NAPLES LAKES COUNTRY CLUB**

The undersigned officers of Naples Lakes Country Club Homeowners Association, Inc, a not for profit Florida corporation, organized and existing to operate and govern Naples Lakes Country Club, according to the original Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 2598, Page 2100, et seq., as amended, of the Public Records of Collier County, Florida, certifies that the following amendment to the Third Amended and Restated Declaration of Covenants, Conditions and Restrictions was duly adopted by the affirmative vote of the Owners of not less than two third (2/3) of all the votes cast, as required by Article XV, Section 2(a) of the Third Amended and Restated Declaration of Covenants, Conditions and Restrictions and in accordance with applicable law at a duly convened Membership Meeting held on June 23, 2015.

(Additions indicated by underlining, deletions by ~~strike-through~~)

**ARTICLE I
DEFINITIONS**

The following words, when used in this Declaration or any Supplemental Declaration, or amendments thereto, shall have the following meanings:

(Sections 1 through 11 remain unchanged)

12. “Community-Wide Standard” means the standard of conduct, maintenance or other activity specifically determined by the Board of Directors ~~or its committees~~, or otherwise as may be more specifically provided for in the Governing Documents and/or Architectural Standards. With respect to the landscape of Naples Lakes Country Club Common Areas and Units, including lawns, shrub and flower beds, mulch, trees, and hardscape, the Community-Wide Standard shall be to maintain the landscape so that it is neat in appearance, substantially free of weeds, and maintained pursuant to requirements and standards set forth in the Association’s then current contract with its landscape maintenance service provider.

(Sections 13 through 31 remain unchanged)

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**ARTICLE IV
EASEMENTS**

In addition to the easements which appear on the Plat, the respective rights and obligations of the Unit owners, the Association, and others concerning easements affecting the Community shall include the following:

(Sections 1 through 5 unchanged)

Section 6. Encroachments. Any portion of any Unit encroaching upon any other Unit or on any portion of another Unit or the Common Area or Limited Common Area, or any encroachment that shall hereafter occur as a result of (i) construction or reconstruction of any improvement; (ii) settling or shifting of an improvements; (iii) any addition, alteration or repair to the Common Area or Limited Common Area made by or with the consent of the Association, or (iv) any repair or restoration of any improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Area or Limited Common Area, then in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand. Such easement shall exist to a distance of not more than three feet as measured from any common boundary between contiguous Units and between each Unit and any adjacent Common Area along a line perpendicular to such boundaries at such points. Any such easement or encroachment shall include an easement for the maintenance and use of the encroaching improvements in favor of each of the Unit Owners and their respective designees. Notwithstanding anything in this Section 6, or any other provision of this Declaration, no easement for encroachments by trees, including tree roots, or by any other plants, shall exist in favor of any Unit or Unit Owners.

(Sections 7 through 10 remain unchanged)

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**ARTICLE VI
COVENANT FOR MAINTENANCE**

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair the Area(s) of Common Responsibility, which shall include, but need not be limited to:

(a) irrigation systems serving all common areas, neighborhoods and unit yards;

(ba) all landscaping and other flora, parks, signage, structures, and improvements, including any private streets, bike and pedestrian pathways/trails, situated upon the Common Area;

(cb) landscaping, sidewalks, street lights and signage within public rights-of-way within or abutting the Community, and landscaping and other flora within any public utility easements and conservation easements within the Community (subject to the terms of any

easement agreement relating thereto). The scope of the Association's responsibility with respect to landscaping within such public rights-of-way and public utility easements and conservation easements that are located within the boundaries of any Unit is limited to the same responsibilities of the Association with respect to maintaining landscape on Units as provided for elsewhere in this Declaration;

(de) such portions of any additional property included within any Area(s) of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, or any contract or agreement for maintenance thereof entered into by the Association; and Association shall maintain the yard of each Unit Owner and the Unit Owners shall be obligated to pay the maintenance costs for same as a Neighborhood Assessment. The maintenance of Unit yards by the Association shall be limited to mowing, edging, trimming, pruning (but not including tree root pruning), fertilizing and conditioning, and weed suppression, of grass, trees, shrubs, and plant beds, all pursuant to the Community-Wide Standard. To the extent any landscaping maintenance, repair, or replacement is provided for in the Association's then current contract with a landscape maintenance service provider, the Association shall provide such service to Unit yards and the expense shall be allocated as a Neighborhood Assessment. Under no circumstances shall the cost of landscape maintenance, repair or replacement incurred by the Association for any Unit yard be assessed other than as a Neighborhood Assessment or to the Unit Owner, as appropriate under this Declaration. The Association is under no obligation to correct defective or deficient conditions on or in the Unit unless such condition was caused or created by the Association.

(Sub-sections (d) through (g) are renumbered as (e) through (h) and remain unchanged)

Section 2. Owner's Responsibility. Each owner shall maintain his or her Unit and all landscaping, 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 specifically assigned to the Association or a Neighborhood pursuant to any provision of this Declaration, Supplemental Declaration or other declaration of covenants applicable to such Unit. The Association shall be responsible for the regular maintenance of Unit landscaping as specifically provided in Sub-sections 1(a) through (d) above, which shall be limited to irrigation systems, mowing, edging, trimming, pruning (but not including tree root pruning), fertilizing and conditioning, and weed suppression, of grass, trees, shrubs, and plant beds, all pursuant to the Community-Wide Standard, and each Unit Owner or Neighborhood shall be responsible for all other repair and/or replacement of landscaping and improvements located on the Unit beyond the specific responsibility of the Association. In addition to any other enforcement rights, if an Owner fails to properly to perform his or her maintenance, repair, or replacement 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.

(Sections 3 through 6 remain unchanged)

NAPLES LAKES COUNTRY CLUB
HOMEOWNERS ASSOCIATION, INC.

By: [Signature]
Rodger Lawson, President

Attest: [Signature]
Cliff Hordlow, Secretary

[Signature]
Witness Signature

M. Capullo
Printed Name

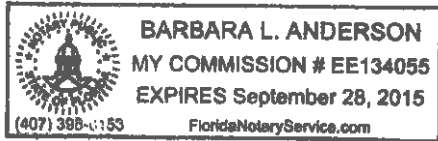
[Signature]
Witness Signature

Nicholas Hordlow
Printed Name

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 14th day of July 2015 by Rodger Lawson, as President and Cliff Hordlow, as Secretary of NAPLES LAKE COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced N/A as identification. If no type of identification is indicated, the above-named persons are personally known to me.

Barbara L. Anderson
Notary Public Barbara L. Anderson
Printed Name
State of Florida
My Commission Expires 9/28/15



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