

AMENDMENTS To the Isle Verde Declaration

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Fees Related to Lease of Home:	Article VII, Section 1(a)(4)
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2011:

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2014:

Clarification of Standard Work Hours: (Not covered by Arch. Criteria)	Article VII, Section 1 Subsection (z) added
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Use of Parcels:	Article VII, Section 1(t)
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Subordination of Lien to Mortgages:	Article V, Section 13
	Article XI (b)
Deleted:	Article XI (c) (6)



WHEN RECORDED RETURN TO:

Gregory W. Marler, Esq.
BECKER & POLIAKOFF, P.A.
999 Vanderbilt Beach Road
Suite 501
Naples, Florida 34108

Recording Fee:

\$18.50

CERTIFICATE OF AMENDMENT

AMENDED AND RESTATED DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

ISLE VERDE NEIGHBORHOOD ASSOCIATION, INC.

I HEREBY CERTIFY that the following amendment to the Amended and Restated Declaration of Restrictive Covenants, Conditions, Restrictions and Easements of Isle Verde Neighborhood Association, Inc. was duly adopted by the Association membership at the duly noticed Annual Meeting of the Association on the 27th day of January, 2010. Said amendment was approved by a proper percentage of voting interests of the Association. The Amended and Restated Declaration of Restrictive Covenants, Conditions, Restrictions and Easements is recorded at O.R. Book 4319, Page 1689 et seq., of the Public Records of Collier County, Florida, as amended.

Additions indicated by underlining.
Deletions indicated by ~~striking through~~.

Proposed Amendment

Article VII, Section 1(a)(4);
Declaration

VII. USE OF PROPERTY

(4) **Fees Related to the Lease of Homes.** Whenever herein the Board's approval is required to allow the lease of a Home, the Association may charge the owner a preset fee for processing the application, such fee not to exceed \$100.00 five hundred (\$500.00) dollars per applicant. No fee may be charged for approval of a renewal or extension of a lease with the same lessee.

(The Remainder of Article VII Remains Unchanged)

(Signatures on the Following Page)

CERTIFICATE OF AMENDMENT

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LAW OFFICES
BECKER & POLIAKOFF, P.A., 999 VANDERBILT BEACH ROAD • SUITE 501 • NAPLES, FL 34108
TELEPHONE (239) 552-3200



WITNESSES:
(TWO)

ISLE VERDE NEIGHBORHOOD
ASSOCIATION, INC.

Susan V. Schreiber
Signature

Susan V. Schreiber
Printed Name

BY: Candyce B. Warnick
Candyce Warnick, President

Date: 2/2/10

Marian Carroll
Signature

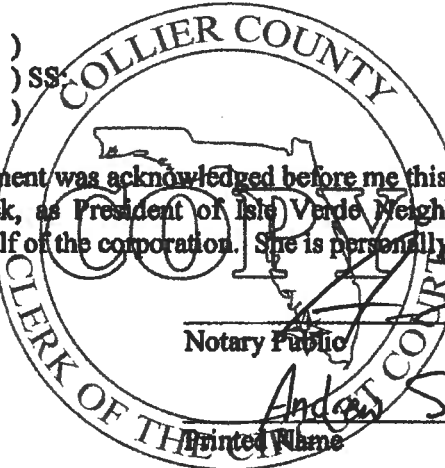
Marian Carroll
Printed Name

(CORPORATE SEAL)

ATTEST: Sue Holmes
Sue Holmes, Secretary

STATE OF FLORIDA)

COUNTY OF COLLIER)



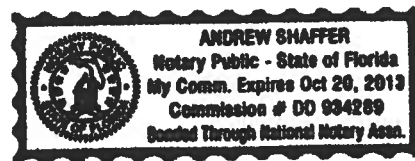
The foregoing instrument was acknowledged before me this 2 day of Feb., 2010, by Candyce Warnick, as President of Isle Verde Neighborhood Association, Inc., a Florida Corporation, on behalf of the corporation. She is personally known to me.

Notary Public

Printed Name

My commission expires: 10-20-13

ACTIVE: 2867052_1



CERTIFICATE OF AMENDMENT

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LAW OFFICES
BECKER & POLIAKOFF, P.A., 999 VANDERBILT BEACH ROAD • SUITE 501 • NAPLES, FL 34108
TELEPHONE (239) 552-3200

Prepared by:
David L. Cook, Esq.
Henderson Franklin Starnes & Holt, P.A.
3451 Bonita Bay Boulevard, Suite 206
Bonita Springs, FL 34134
(239) 344-1100

CERTIFICATE OF RECORDATION

**AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF
RESTRICTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
ISLE VERDE**

ISLE VERDE NEIGHBORHOOD ASSOCIATION, INC.

I HEREBY CERTIFY that the attached Amendment to the Amendment To The Amended and Restated Declaration of Restrictive Covenants, Conditions, Restrictions and Easements for Isle Verde were duly adopted by the Association membership at the duly noticed annual members' meeting of the association on the 27th day of January, 2011. The Amended and Restated Declaration of Restrictive Covenants, Conditions, Restrictions and Easements for Isle Verde is recorded at O.R. Book 4319, at Pages 1689, et seq. of the Collier County Public Records.

The Amendment to the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Isle Verde is attached hereto.

[This space has been intentionally left blank for pagination. Signatures appear on the following page.]



WITNESSES:

Michael A. South
Witness Signature
Print Name: Michael A. South
Sandra LaValley
Print Name: SANDRA LAVALLEY

ISLE VERDE NEIGHBORHOOD
ASSOCIATION, INC., a Florida non-
profit corporation

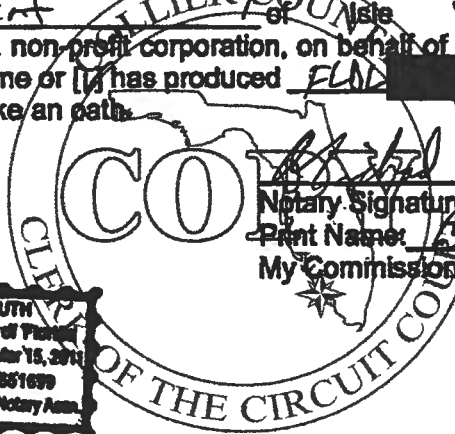
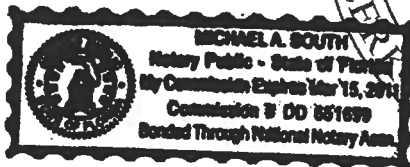
By: Candace B. Warnick
Print Name: Candace B. Warnick
Its: President

(CORPORATE SEAL)

State of Florida
County of Collier

The foregoing instrument was acknowledged before me this 22nd day of February, 2011 by Candace B. Warnick as President of Isle Verde Neighborhood Association, Inc., a Florida non-profit corporation, on behalf of the corporation. He/She is ☐ personally known to me or ☒ has produced FLAD as identification and did take an oath.

[SEAL]



Michael A. South
Notary Signature
Print Name: Michael A. South
My Commission Expires: March 15, 2011



**AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ISLE VERDE**

Pursuant to Article XIII, Section 5, of the Amended and Restated Declaration of Restrictive Covenants, Conditions, and Easements for Isle Verde, recorded in Official Records Book 4319, page 1689, Public Records of Collier County, Florida, the Declaration is hereby amended as follows:

1. Article V, Section 4, is amended as follows:

**ARTICLE V
COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 4. Special Assessments. In addition to the assessments authorized above, the Board of Directors may levy in any assessment year a special assessment against a particular Parcel or Lot for the purpose of (i) defraying, in whole or in part, the cost of any repair or replacement of a capital improvement upon the specific Parcel, including fixtures and personal property related thereto, (ii) paying the cost for repairing any damage to the Common Areas or another Lot caused by construction activities on the Lot against which the Special Assessment is levied, or (iii) reimbursing the Association for the cost of maintaining the Parcel or Lot to bring the Parcel or Lot into compliance with Governing Documents if the Owner fails to do so. In addition, the Board of Directors may also levy an additional assessment against a particular Parcel for the purpose of defraying the cost of an additional maintenance expense incurred by the Association because of extraordinary improvements located on such Parcel which are maintained by the Association.

2. Article VI is amended as follows:

**ARTICLE VI
ARCHITECTURAL CONTROL**

Section 1. Purpose. The Architectural Review Board ("ARB") shall be three (3) members of the Association and designated by the President of the Board, subject to approval by the Board. They shall regulate the external design, construction materials, appearance, use, location and maintenance of the Community and of the improvements thereon in such manner as to preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography.

Section 2. Conditions. No alterations, improvements, or additions to any Home or Lot or the improvements located thereon shall be made or done without the prior written approval of the ARB. For purposes of this Article, an alteration, improvement or addition includes any change



whatsoever to the exterior of a Home or Lot and any change to the interior of a Home if the work to be done to the interior is classified as a Major Project, as defined in this Article.

Section 3. Procedures. In the event the ARB fails to approve, modify, or disapprove in writing an application within ninety (90) days for Major Projects or thirty (30) days for Minor Projects, after plans and specifications in writing have been submitted to it, in accordance with the procedures contained in the adopted Architectural Criteria, approval will be deemed granted, but notwithstanding such approval, all other conditions and restrictions herein contained or contained in the By-Laws or Articles of the Association shall remain in full force and effect.

Section 4. Architectural Theme. All alterations, improvements, or additions to a Home must conform with the Architectural Criteria in effect at the time plans are submitted to the Architectural Review Board ("ARB").

Section 5. Subdivision of Lots. Further subdivision of any Lot within the Community is prohibited.

Section 6. Setbacks; Height; Lot Coverage. No part of any Home shall be located nearer than (i) Twenty (20) feet to the edge of pavement as measured from the exterior unfinished surfaces and exclusive of roof overhangs, bay windows, and other similar appurtenances, (ii) Ten (10) feet between detached homes, and (iii) Twenty-five (25) feet from the rear Lot line or twenty-five (25) feet from any easement along the rear of a Lot, whichever is greater, except that swimming pools and enclosures, decking and privacy walls may be located within ten (10) feet of the rear Lot line. No Home may exceed thirty feet in height. In addition, even if a proposed alteration, improvement or addition meets the setback requirements, height limitation and square footage limitation of this Article, in determining whether to approve or deny any alterations, improvements, or additions, the ARB may take into consideration the Home's volume in relation to the Lot size, the square footage of the proposed alteration, improvement or addition in relation to the existing size of the Home and Lot, and the streetscape view, or "elevation", of the proposed alteration, improvement or addition in relation to the surrounding Homes and Lots, and may disapprove or require modifications to any requested alteration, improvement, or addition based on these factors. Any Home constructed by the Developer, and in existence as of January 1, 2011, and which violates this section shall be deemed "grandfathered". Any new alterations, improvements, or additions must comply with this section.

Section 7. Minimum Home Size. No Home shall contain less than 2500 square feet of air-conditioned enclosed living area. The method of determining the square footage of the enclosed living area of a Home, shall be to multiply together the horizontal dimensions of the walls forming the outer boundaries of the Home for each floor level. Open porches, atriums, screened-



in patios, courtyards, garages, and other similar type space shall be taken into account in calculating the minimum air-conditioned enclosed living area square footage as required herein.

Section 8. Use. All Lots are restricted in use for a single-family detached or attached residence, designed for and occupied by one family. No more than one residence may be built on a Lot.

Section 9. Types of Projects.

(a) Major and Minor Projects. Any alterations, improvements, or additions to a Home or a Lot shall be classified as either a "Major Project" or "Minor Project". Major Projects include, but are not limited to (i) exterior renovations, (ii) structural changes (interior or exterior), (iii) changes in floor elevations, (iv) changes in grade elevations, (v) changes in roof elevations, (vi) roof replacement (except in emergencies where a roof is being replaced after a casualty event in order to preserve the Home) and (vii) landscaping projects which involve additional landscaping or replacement of existing landscaping with different plants on those portions of Lots which are maintained by the Association. Some exterior renovations are not necessarily Major Projects, such as those designated below as Minor Projects. Minor Projects include, but are not limited to (i) installation of antennas/dishes, (ii) exterior color changes, (iii) repair (excluding replacement) of driveways, (iv) installation of exterior lighting, (v) installation of solar collectors, (vi) work on the exterior of a Home required because of an emergency (such as a leaking or clogged underground pipe or repairs to the roof necessary to prevent damage to the Home), (vii) installation of fences, hurricane shutters, and windows, (viii) repair or replacement of landscaping with the same size and type of plants as previously existed, and (ix) work performed inside a Home unless the scope of the work is so significant that factors such as those listed in the next sentence are applicable. In determining whether a Project is Major or Minor, the ARB shall take into consideration such factors as noise that could be heard from outside the Home (such as jack-hammering or hydraulic hammering), or result in large construction vehicles visiting the Home (such as cement trucks, heavy equipment, forklifts, etc.), and the anticipated length of time to complete the Project.

(b) Scheduling of Projects. Major Projects may only be performed from 7:00 a.m. to 5:00 p.m., Monday through Friday, and 7:00 a.m. to 3:00 p.m., on Saturdays, from May 1 through October 31 of each year. If such work is not completed by and within the above dates, all such work must cease until May 1 of the following year. Provided, however, an Owner may request that a Major Project be allowed to continue beyond October 31 and the ARB may permit same if it determines that (i) the project can be completed within a reasonable amount of time after October 31, (ii) the nature of the work will not create excessive noise, or (iii) the reason for the delay in completion of the project was beyond the Owner's control.. Minor Projects may be performed from 7:00 a.m. to 5:00 p.m., Monday through Friday, and 7:00 a.m. to 3:00 p.m. on Saturdays from May 1 through October 31 and from 8:00 a.m. to 5:00 p.m., Monday through



Friday from November 1 through April 30. No work, whether it be a Major Project which the ARB has allowed to continue beyond October 31 nor a Minor Project, can occur between December 24 through January 1 of each year. The above limitations shall not apply to any "emergency work" needed to be performed to a Home or Lot. Emergency work shall be any work necessary to preserve a Home or Lot from damage or work necessary to restore utility services to a Home. Further, all Major and Minor Projects must be performed during the days and times which are consistent with the Pelican Bay Foundation rules and guidelines and applicable local government ordinances, if such rules, guidelines, or ordinances are more restrictive than this sub-section. If this sub-section is more restrictive than the applicable Pelican Bay rules and guidelines and local government ordinances, then this sub-section shall apply.

(c) **Parking.** No Major or Minor Work shall cause the street right-of-ways to be obstructed or blocked. All vehicles and equipment may only be parked in the Homeowner's driveway or on the side of the street in front of the Home. Adjoining Homeowners' driveways may not be used by contractors for parking unless the Homeowner has received written permission from the adjoining Homeowner. A copy of said consent shall be given to the security guard and the Association President prior to parking in that driveway.

Section 10. Application Fee; Construction Deposit. All applications which are submitted to the ARB for approval of any alterations, improvements, or additions to a Dwelling shall be accompanied by the application fee and construction deposit specified under the Architectural Criteria in effect when the application is made. The construction deposit may be used by the Association to repair any damage to the common areas or other Lots caused by the construction, if the Dwelling Owner or its contractor fails to repair the damage, and may be used by the Association to pay any fines levied against the Dwelling Owner pursuant to this Article. Nothing in this sub-section shall be construed as relieving the Dwelling Owner or its contractor from the obligation to repair any damage caused by the construction, nor as limiting the fines which may be assessed by the Board for failure to comply with this sub-section, nor as altering, limiting, or extinguishing any other rights or remedies the Board and/or the Association may have under the provisions of the Florida Homeowner's Association Act, this Declaration, the By-Laws, the Articles of Incorporation, and the Architectural Criteria. The construction deposit shall not be construed as liquidated damages. Any portion of the deposit remaining after all construction is completed, inspected and found in conformance with the requirements of this Declaration and the Architectural Criteria shall be refunded to the Dwelling Owner.

Section 11. Acknowledgement by Owner and Contractor. In addition to any other documents required to be submitted under this Declaration or the Architectural Criteria, before any alterations, improvements, or additions to a Home are commenced, whether such work constitutes Major or Minor Work, and even if such work has been approved by the ARB, the Homeowner must submit the following documents to the ARB:



(a) A copy of this Article VI of the Declaration, signed by the Homeowner and the contractor(s) doing the work, and acknowledging that both the Homeowner and contractor(s) have read and understand these provisions and agree to comply with them;

(b) If the work constitutes a Major Project, a written statement from the contractor agreeing that work which falls within the definition of a Major Project will be performed only during the dates and times allowed by this sub-section, and if the Major Project is not completed by October 31, (i) any dumpster placed on site will be removed by October 31, or such earlier date as required by this Article, (ii) all port-a-potties placed on site shall be removed by October 31 or removed or placed inside the Home on such earlier date as required by this Article, (iii) all construction equipment and material shall be removed by October 31 or placed inside the Home, and (iv) the exterior of the Home and all landscaping shall be repaired or restored so that there is no visible evidence of construction activity from November 1 to May 1.

3. Article VII is amended as follows:

ARTICLE VII USE OF PROPERTY

Section 1.

Sub-section (u) is deleted in its entirety and sub-sections (v), (w), (x) and (y) are re-numbered as (u), (v), (w), and (x) respectively.

4. Article XIII is amended as follows:

ARTICLE XIII GENERAL PROVISIONS

Section 1. Enforcement. This Declaration, the Articles of Incorporation, By-Laws of the Association, Rules and Regulations, and the Architectural Criteria may be enforced as follows:

(a) Breach of any of the covenants in the Declaration, the Articles, By-Laws, Architectural Criteria, or Rules and Regulations by an Owner or his family, tenants, or guests, and the continuation of any such breach may be enjoined, abated, or remedied by appropriate legal proceedings brought by an Owner, or the Association. Any judgment rendered in any action or proceeding pursuant hereto shall include a sum for attorney's fees in an amount as the court may deem reasonable, in favor of the prevailing party as well as the amount of any delinquent payment, interest thereon, late fees, fines, costs of collection and court costs.



Sub-sections (b), (c), and (d), of Article XIII, Section 1, are renumbered as sub-sections (c), (d), and (e), respectively, and a new sub-section (b) is created to read:

(b) In addition to the remedy in sub-section (a) above, if an Owner or his family, tenants, or guests breach any of the covenants in the Declaration, the Articles, By-Laws, Architectural Criteria, or Rules and Regulations or fails to construct in accordance with the approved plans, the Association may levy a fine against the Owner in an amount up to \$100.00 per day for each violation but not to exceed \$1,000.00 in the aggregate for each violation. Prior to levying the fine, the Association shall give the Owner at least 14 days notice and an opportunity for a hearing. If a hearing is requested by the Owner within said 14 days, the Board shall appoint a committee to conduct the hearing. The committee must be at least three members, one or more of whom may be members of the ARB, but 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, it may not be imposed.

WITNESSES

ISLE VERDE
NEIGHBORHOOD ASSOCIATION, INC.

By: _____
President

Print Name: _____

Print Name: _____

(CORPORATE SEAL)

STATE OF _____

COLLIER _____

The foregoing was acknowledged before me this _____ day of _____, 20____, by _____, as President of Isle Verde Neighborhood Association, Inc., who is personally known to me or produced _____ as identification, and who did not take an oath.

(SEAL)

Print Name: _____

Notary Public

My Commission Expires: _____

Attest: _____

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly and acting President of Isle Verde Neighborhood Association, Inc., a Florida corporation not for profit, hereby certifies that at a meeting of the members held on January 28, 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 Restrictive Covenants, Conditions, Restrictions and Easements for Isle Verde, as originally recorded at O.R. Book 1808, Pages 70 *et seq.*, of the Public Records of Collier County, Florida, as previously amended.

The following resolution was approved by the affirmative votes of at least two-thirds (2/3rds) of the Voting Interests who were present and voting.

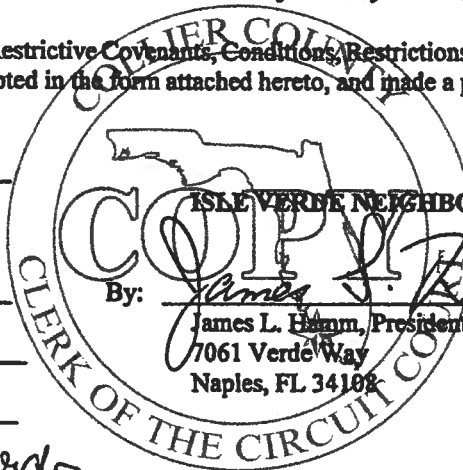
(for use by Clerk of Court)

RESOLVED: That the Declaration of Restrictive Covenants, Conditions, Restrictions and Easements for Isle Verde is hereby amended and the amendments are adopted in the form attached hereto, and made a part hereof.

Date: February 24, 2014

(1) [Signature]
Witness
Print Name Raymond Ortega

(2) [Signature]
Witness
Print Name Karmen Del Sordo



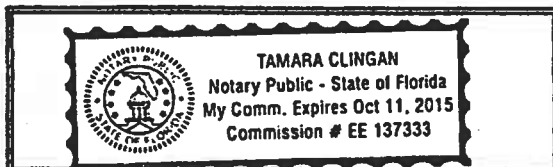
ISLE VERDE NEIGHBORHOOD ASSOCIATION, INC.
By: [Signature]
James L. Hamm, President
7061 Verde Way
Naples, FL 34102

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 24 day of Feb, 2014 by James L. Hamm, as 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)

[Signature]
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 RESTRICTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR
ISLE VERDE

The Amended and Restated Declaration of Restrictive Covenants, Conditions, Restrictions and Easements For Isle Verde shall be amended as shown below:

1. A new Subsection (z) shall be added to Article VII, Section 1. of the Amended and Restated Declaration to read as shown below:

(z) Maintenance, Repair and Replacement Other Than Project Work Delineated in Isle Verde "Architectural Criteria" Adopted January 27, 2011. Any maintenance, repair, replacement, alteration, improvement or addition to the outside of a Home or a Lot performed pursuant to the Owner's duty to maintain, repair and replace under the provisions of Article VII, Section 1. and Section 3. of this Declaration, shall be performed between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday. There shall be no work performed pursuant to this subsection on Saturdays or Sundays or on national holidays. This will include, but not be limited to such services as tree trimming, mulching, power washing, roof repairs, exterior painting, pool service, paver repairs and any other exterior services which will create noise. Interior services may be conducted on Saturdays providing there are no trucks involved in providing the service. Such indoor services that may be provided on Saturdays would include, but not be limited to, interior window cleaning, home cleaning, interior painting, interior handyman repairs, electrical repairs, massage therapist and nursing services. The above limitations shall not apply to any "emergency work" necessary to be performed to a Home or Lot. Emergency work shall be any work necessary to preserve or protect the Home or Lot from damage or work necessary to restore utility service or air conditioning service to a Home. The Owner shall immediately notify the Guard House of the emergency situation.

2. Article VII, Section 1. (t) of the Amended and Restated Declaration shall be amended to read as shown below:

(t) Amendments and Modifications of Rules Regarding Use of Parcels. The Board of Directors with the approval of at least two-thirds of the members who are present and voting (in person or by proxy), at a duly noticed meeting of the Association from time to time adopt rules or amend previously adopted rules and regulations governing the details of the operation, use, maintenance and control of the Parcels and Home, and any facilities or services made available to the Owner. The current Rules and Regulations are attached as Exhibit "4" hereto. The Board shall have the authority, without Owner approval, to adopt regulations regarding the Common Areas, and to establish Architectural Criteria, as set forth in Article VI.



3. Article V, Section 13. of the Amended and Restated Declaration shall be amended to read as shown below:

Section 13. Subordination of the Lien to Mortgages. Except as otherwise provided by Section 720.3085, Fla. Stat., as it presently exists or as it may be amended from time to time, the lien securing the assessments provided for herein shall be subordinate to the lien of any First Mortgage (meaning any recorded mortgage with first priority or seniority over all other mortgages) made in good faith and for value and recorded prior to the date on which the lien is recorded. The sale or transfer of any Parcel pursuant to the foreclosure or conveyance by deed in lieu thereof of a First Mortgage, shall extinguish the lien of such assessments as to installments which become due prior to such sale or transfer. However, no sale or transfer shall relieve such Parcel from liability for any installments of assessments thereafter becoming due or from the lien thereof or from assessment for a prorated share of the unpaid costs coming due before such date if such unpaid costs are reallocated as common expense.

4. Article XI (b) of the Amended and Restated Declaration shall be amended to read as shown below:

(b) Except as otherwise provided by Section 720.3085, Fla. Stat., as it presently exists or as it may be amended from time to time, any holder of a First Mortgage encumbering any Parcel which obtains title to such Parcel pursuant to the remedies provided in such Mortgage, or by deed in lieu of foreclosure, shall take title to such Parcel free and clear of any claims of unpaid assessments or charges due to the Association against such Parcel which accrued prior to the acquisition of title to such Parcel by the Mortgagee except to the extent a lien therefor was filed prior to recording of said mortgage.

5. Article XI (c) (6) of the Amended and Restated Declaration shall be deleted in its entirety.

