

Prepared By and Return to:
Sharon Zuccaro, Esq.
Henderson Franklin Starnes & Holt, P.A.
3451 Bonita Bay Boulevard, Suite 206
Bonita Springs, FL 34134

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**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS OF
POINTE VERDE AT PELICAN BAY
AND THE BYLAWS OF POINTE VERDE AT PELICAN BAY NEIGHBORHOOD
ASSOCIATION, INC.**

THE UNDERSIGNED, being the duly elected and acting President and Secretary of POINTE VERDE at PELICAN BAY NEIGHBORHOOD ASSOCIATION, INC., a Florida not-for-profit corporation, do hereby certify that the amendments of the Declaration of Protective Covenants, Conditions and Restrictions of Pointe Verde at Pelican Bay attached hereto as Exhibit "A" have been ratified and approved by the majority of the Board of Directors at a duly noticed meeting of the Board and by two-thirds vote of all Site Owners at a duly noticed meeting of the Site Owners held on January 27, 2010 (the "Meeting"), pursuant to Section 11.1b. of the Declaration of Protective Covenants, Conditions and Restrictions of Pointe Verde at Pelican Bay, as recorded in Official Records Book 1776, Pages 2014-2044, and as amended from time to time, in the Public Records of Collier County, Florida.

FURTHER, THE UNDERSIGNED, do hereby certify that the amendments to the Bylaws of Pointe Verde at Pelican Bay Neighborhood Association, Inc., attached hereto as Exhibit "B" have been approved and adopted at the Meeting by at least two-thirds of the voting interests pursuant to Article 8 of the Bylaws, as recorded in Official Records Book 3746, Pages 1134-1149, and as amended from time to time, in the Public Records of Collier County, Florida.

#1693185

POINTE VERDE at PELICAN BAY - CERTIFICATE OF AMENDMENT

Dated this 8th day of APRIL, 2010

Mercedes Padin

Witness

Print Name Mercedes Padin

Natalie Hersch

Witness

Print Name: NATALIE HERSCH

**POINTE VERDE at PELICAN BAY
NEIGHBORHOOD ASSOCIATION, INC.,**
a Florida not-for-profit corporation

By: Tony Hess

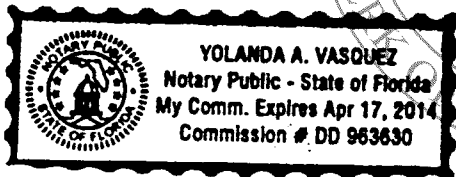
Tony Hess, President

State of Florida

County of Collier

The foregoing instrument was acknowledged before me this 8th day of April, 2010 by Tony Hess, as President of the Pointe Verde at Pelican Bay Neighborhood Association, Inc., a Florida non-profit corporation. He is [] personally known to me or has produced _____ as identification.

[SEAL]



Yolanda Vasquez
Notary Public

Print Name: Yolanda Vasquez

My Commission Expires: 04-17-2014

Dated this 13th day of April, 2010

Witness
Print Name Andrew Shaffer

Witness
Print Name: Melissa D. Ebling

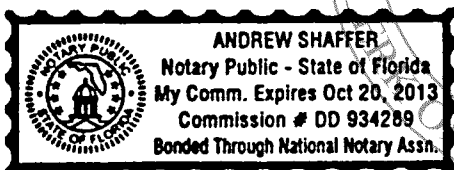
State of Florida
County of Collier

**POINTE VERDE at PELICAN BAY
NEIGHBORHOOD ASSOCIATION, INC.,**
a Florida not-for-profit corporation

By: Deanna Pruett
Deanna Pruett, Secretary

The foregoing instrument was acknowledged before me this 13 day of April, 2010 by Deanna Pruett, as Secretary of the Pointe Verde at Pelican Bay Neighborhood Association, Inc., a Florida non-profit corporation. She is ☒ personally known to me or has produced n/a as identification.

[SEAL]



Notary Public
Print Name: Andrew Shaffer
My Commission Expires: 10-20-13

EXHIBIT "A"

AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS FOR POINTE VERDE AT PELICAN BAY

The Declaration of Protective Covenants, Conditions, and Restrictions for Pointe Verde at Pelican Bay (the "Declaration") shall be amended as shown below.

Note: New language is underlined; language being deleted is shown as ~~strike-through~~ type.

1. **Section 4.1** of the Declaration shall be amended to delete the last sentence and add language as stated below:

4.1 Assessments.

Each Owner, by acceptance of a deed for a ~~Site~~, whether or not it shall be so expressed in such deed, shall be obligated to pay to the Neighborhood Association: (i) Annual Assessments, and (ii) Special Assessments for capital improvements and budget deficits. The Annual and Special Assessments, together with interest, late charges, court costs and other costs of collection, including ~~reasonably~~ reasonable attorneys' fees, which includes those resulting from any appellate proceedings, shall be a continuing lien upon the Site against which such Assessment is made until fully paid and shall also be the personal obligation of the Owner of such Site at the time when the Assessment falls due and shall remain the personal obligation of such Owner even if such Owner conveys the Site to a third party. ~~The personal obligation to pay Assessments shall not pass to successors in title of an Owner unless expressly assumed by such successor but shall remain a lien on the Site.~~ An Owner is jointly and severally liable with the previous Owner of a Site for all unpaid assessments that came due up to the time of transfer of title, except as may be limited by chapter 720, F.S., as amended.

2. **Section 4.5k.** of the Declaration shall be amended as follows:

~~k. Mailbox maintenance, repairs and replacement.~~

3. **Section 4.4 Reserve Funds** of the Declaration shall be amended as follows (Section 4.4 Lien shall remain unchanged):

4.4 4.6 Reserve Funds.

There shall be established an adequate reserve fund for the replacement and/or capital refurbishment of the Neighborhood Common Areas and facilities for which the Neighborhood is responsible in amounts ~~determined proper and sufficient by the Neighborhood~~

Association calculated pursuant to the requirements of Section 720.303(6), F.S., as amended. Upon a majority vote of the Owners at a meeting at which a quorum is present, the membership of the Association may provide for no reserves or less reserves than required by the statute. If a meeting of the Owners has been called to determine whether to waive or reduce the funding of reserves and no such result is achieved or a quorum is not present, the reserves as included in the budget shall go into effect. Each Owner acknowledges, understands and consents that such reserve funds are the exclusive property of the Neighborhood Association and that no Owner shall have any interest, claim or right to any reserve funds. The Neighborhood Association shall be responsible for maintaining the reserve funds in separate reserve accounts and to use such funds only for the appropriate Neighborhood capital costs and expenses.

4. **Section 5.1** of the Declaration shall be amended by adding the following subsection k.:

k. All Owners shall be responsible for mailbox maintenance, repairs and replacement in accordance with the standards established pursuant to Section 5.6 herein.

5. **Section 5.1** of the Declaration shall be amended by adding the following subsection l.:

l. No noxious or offensive use may be made of a Site or Dwelling Unit and no such activity will be carried on any Site or Dwelling Unit, which would be a nuisance by reason of unsightliness or excessive emission of noise, odors, liquids, gases, dust, vibration, fumes or smoke. No nuisances shall be allowed on any Site or Dwelling Unit nor any practice that is the source of annoyance or which interferes with the peaceful possession and proper use of the Dwelling Units and Neighborhood Common Areas. Except for emergency repair, any service to a Site (inclusive of trees, bushes, hedges, landscaping, and other improvements thereon) and/or the exterior of a Dwelling Unit which results in a noise that could be heard from the outside of a Dwelling Unit is prohibited on Saturdays, Sundays, and national legal holidays.

6. **Subsection 5.9e.** of the Declaration shall be amended as follows:

e. New home construction activity shall be allowed only between the hours of 7:00 8:00 A.M. to 5:00 P.M., Monday through Friday, and Saturday 8:00 A.M. to 4:00 P.M. No new home construction activity shall occur on Saturday. No Sunday or holiday construction shall be permitted except for bona fide emergency repair. Existing home renovations and remodeling work is limited to 8:00 A.M. to 5:00 P.M., Monday through Friday.

7. **Section 5.9.** of the Declaration shall be amended by adding the following subsection g.:

g. Prior to the building, alteration, improvement, remodeling or rebuilding of a Structure upon a Site for any reason, including, but not limited to a casualty loss, such alteration, improvement, remodeling or rebuilding of such Structure shall be approved by the Foundation in accordance with the General Covenants. Once construction of such approved Structure commences, substantial work toward the completion of the construction will be pursued diligently and continuously until completion, which shall occur in a reasonable period of time after commencement. If, for any reason, no substantial progress is made toward the completion of the approved Structure for any thirty (30) day period after construction has commenced ("No Substantial Progress Period"), then an Owner shall be deemed in violation of this sub-section, whether the violation was caused by the Owner or his/her contractor(s). An Owner violating this sub-section shall first be given a written warning by the Association. A second violation shall result in a fine of fifty dollars (\$50.00) per day for each day that the violation continues. After the second violation, any additional violations shall result in a fine of one hundred dollars (\$100.00) per day for each day that the violation continues. The provisions of Section 720.305(2), F.S., shall apply to fines levied pursuant to this subsection.

In the event the fines levied by the Neighborhood Association should equal the maximum amount set forth in Section 720.305(2) F.S. and the Owner has not cured the No Substantial Progress Period violation, then, should the Neighborhood Association have to file an action ("Action") to enforce the provisions of this sub-section, each Owner (i) waives, releases, and remises any and all legal, equitable and/or factual defenses he/she may have to such Action, and (ii) agrees to pay to the Neighborhood Association the sum of Five Hundred and No/100 Dollars (\$500.00) per day as liquidated damages for each day beyond the No Substantial Progress Period that substantial progress is not achieved toward the completion of a building or other improvement. Owner shall pay all the Neighborhood Association's costs and attorney fees related to the filing of the Action.

8. **Section 5.11** of the Declaration shall be amended as follows:

5.11 Signs. All signage in or on the Neighborhood shall comply with the Declarant's sign standards and shall be approved in writing by Declarant prior to being installed. No signs shall be allowed on any Site or Neighborhood Common Area located inside the Pointe Verde entry gate, except that, if required by applicable Florida law, a sign of reasonable size provided by a contractor for security services may be placed within 10 feet of any entrance to a Dwelling Unit. The posting of

permits or notices required by applicable local or state laws or ordinances shall be permitted.

9. **Subsection 7.1c.** of the Declaration shall be amended as follows:

c. Without Declarant's prior written approval, no Owner shall make any alteration in or on the Neighborhood Common areas, or the portions of the Site or Dwelling Unit which may be maintained by the Neighborhood Association, ~~including any landscaping,~~ remove any portion thereof, make any additions thereto or do anything which shall or may jeopardize or impair the safety or soundness of the Neighborhood Property or which, in the sole opinion of Declarant, would detrimentally affect the architectural design of the Neighborhood Property. Any alteration or addition to the Neighborhood Property by an Owner shall be deemed to detrimentally affect the architectural design of the Neighborhood Property, unless approved pursuant to the provisions of this Neighborhood Declaration and the General Covenants.

10. **Section 8.1** of the Declaration shall be amended as follows:

8.1 If a Structure is damaged or destroyed by a casualty loss or other loss, then within a reasonable period of time after such incident, the Owner thereof shall commence to rebuild or repair the damaged Structure and diligently continue such rebuilding or repairing until completion, as further set forth in Subsection 5.9g. hereof. As to any such reconstruction of a destroyed Structure, the same shall be replaced with Structures as are approved by Declarant in accordance with the ~~Governing Documents~~ General Covenants.

11. **Article IX** of the Declaration shall be amended to add the following sentence to the end of the paragraph:

The portion of such expenses and costs attributable to the Sites in the Neighborhood shall be included in the budget and paid by each Site Owner as part of the Assessments.

12. **Section 12.6** of the Declaration shall be amended as follows:

12.6 Fines. In addition to all other remedies provided for in this Neighborhood Declaration and the General Covenants, the Neighborhood Association shall have the right to impose a fine on the Owner for failure of an Owner, or his family members, guests, invites, tenants and licensees to comply with any of the provisions of this Neighborhood Declaration; provided, however, the Neighborhood Association grants reasonable notice and opportunity to be heard. The decisions of the Neighborhood Association shall be final. Fines shall be in such reasonable amounts as the Neighborhood Association shall determine, subject to Section 720.305, F.S., as amended from time to time. ~~Fines shall be considered as Special Assessments against the~~

~~Owner's Site.~~ The Neighborhood Association shall impose fines in the manner set forth in the Neighborhood Association By-Laws.

13. **Section 12.11** of the Declaration shall be amended as follows:

12.11 Notices. Any notices or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) any Owner, to the last known address of the person whose name appears as the Owner on the records of the Neighborhood Association at the time of such mailing; (ii) the Neighborhood Association at ~~801 Laurel Oak Drive, Suite 500, Naples, Florida 33963~~ 6983 Bridgestone Court, Naples, Florida 34108, or such address as the Neighborhood Association shall hereafter notify ~~Declarant Foundation~~ and all Owners of in writing; and (iii) ~~Declarant Foundation~~ at ~~801 Laurel Oak Drive, Suite 500, Naples, Florida 33963~~ 6251 Pelican Bay Boulevard, Naples, Florida 34108, or such other address or addresses as the ~~Declarant Foundation~~ shall hereafter notify the Neighborhood Association of in writing any such notice to the Neighborhood Association of a change in ~~Declarant's~~ Foundation's address being deemed notice to the Owners.

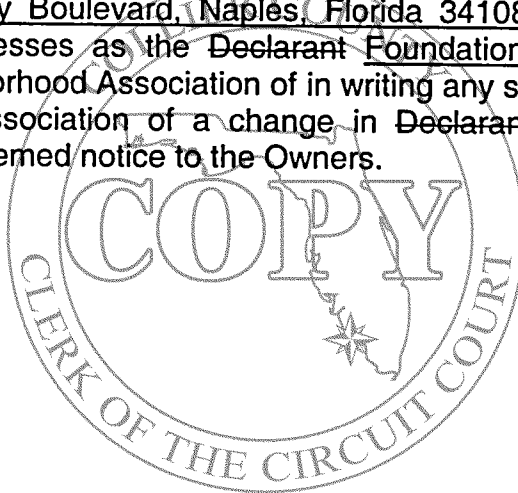


EXHIBIT "B"

AMENDMENT TO THE BYLAWS
OF
POINTE VERDE AT PELICAN BAY NEIGHBORHOOD ASSOCIATION, INC.

The Bylaws for Pointe Verde at Pelican Bay Neighborhood Association, Inc. (the "Bylaws") are hereby amended as shown below.

Note: New language is underlined; language being deleted is shown as ~~strike through~~ type.

1. **Section 1.2** of the Bylaws shall be amended as follows:

The principal office of the Association shall initially be ~~c/o Hayden & Associates, 21301 S. Tamiami Trail, Suite 320, Estero, Florida 33928~~ 6983 Bridgestone Court, Naples, Florida 34108, and shall ~~subsequently be or~~ at such location as may be determined by the Board of Directors ~~from time to time~~.

2. **Section 1.4** of the Bylaws shall be amended as follows:

1.4 Definitions. Except as otherwise defined herein, ~~The~~ definitions for various terms used in these Bylaws shall be as set forth in Article 1 of the Declaration of Protective Covenants, Conditions and Restrictions for Pointe Verde at Pelican Bay Neighborhood Association, which are recorded at Official Records Book 1776, Page 2015 of the Public Records of Collier County, Florida, as may be amended from time to time (the "Declaration"), ~~to which these Bylaws are attached as Exhibit "C"~~.

a. The term "Governing Documents" as used in these Bylaws shall mean the Neighborhood Documents as defined in the Declaration.

b. The term "Lot" as used in these Bylaws shall mean a Site as defined in the Declaration.

c. The term "Properties" as used in these Bylaws shall mean the Committed Property as defined in the Declaration.

3. **Section 2.1** of the Bylaws shall be amended as follows:

Voting Interests. The members of the Association are entitled to one (1) vote for each Lot owned by them. The total number of votes shall equal the total number of Lots subject to this Declaration. The vote of a Lot is not divisible. ~~The right to vote may not be denied~~

~~because of delinquent assessments.~~ If a Lot is owned jointly by two or more natural persons, that Lot's vote may be cast by any one of the record owners. If two or more owners do not agree among themselves how their one vote shall be cast on any issue, that vote shall not be counted on that issue. In addition to any other enforcement rights the Association may have pursuant to the Neighborhood Documents and Florida law, the Association may suspend the voting rights of a member for the nonpayment of regular Annual Assessments that are delinquent in excess of ninety (90) days. The suspension of any voting rights that have been suspended pursuant to this Section shall be immediately released upon the full payment of all outstanding Assessments, including any interest accrued, costs of collection, and attorneys' fees.

4. **Section 4.5** of the Bylaws shall be amended as follows:

Any Director may be removed from office, with or without cause, by the vote or agreement in writing of a majority of the voting interests following the procedures set forth in Section 720.303(10), Florida Statutes (2008), as amended from time to time. ~~[The remainder of Section 4.5 remains unchanged]~~

5. **Section 6.4** of the Bylaws shall be amended as follows:

6.4 Reserves. Certain reserve funds have been established as set forth in the annual budget each year for the purpose of providing financial stability and to avoid the need for Special Assessments on a frequent basis to fund capital expenditures, deferred maintenance, contingencies and cash flow shortfalls. The Board may establish one or more reserve accounts for contingencies, cash flow shortfalls, capital expenditures, and deferred maintenance. The purpose of the reserves is to provide financial stability and to avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget each year. These funds may be spent for any purpose approved by the Board. The Association shall determine, maintain, and waive reserves in accordance with Section 720.303(6), F.S. The amount to be reserved in any reserve account established shall be computed by means of a formula that is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any changes in estimates of cost or useful life of a reserve item. Once a reserve account or reserve accounts are established, the membership of the Association, upon a majority vote at a meeting at which a quorum is present, may provide for no reserves or less reserves than required by Section 720.303(6), F.S. If a meeting of the Owners has been called to determine whether to waive or reduce the funding of reserves and no such result is

achieved or a quorum is not present, the reserves as included in the budget shall go into effect. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts and shall be used only for authorized reserve expenditures unless their use for other purposes is approved in advance by a majority vote at a meeting at which a quorum is present.

6. **Section 6.8** of the Bylaws shall be amended as follows:

Financial Reporting. The Association shall prepare an annual financial report within ~~sixty (60)~~ ninety (90) days after the close of the fiscal year. The Association shall, within ~~ten (10) business~~ twenty-one (21) days after the report is prepared, provide each member with a copy of the report, or a written notice that a copy of the financial report is available upon request at no charge to the member. The financial report must ~~consist of either be prepared in accordance with generally accepted accounting principles as adopted by the Florida Board of Accountancy and must be prepared in accordance with the requirements of Section 720.303(7), F.S. based on the Association's total annual revenues.:~~

~~(A) Financial statements presented in conformity with generally accepted accounting principles; or~~

~~(B) A financial report of actual receipts and expenditures, cash basis, which report must show:~~

~~(1) The amount of receipts and expenditures by classification; and~~

~~(2) The beginning and ending cash balances of the Association.~~

7. **Section 7** of the Bylaws shall be amended as follows:

The Board of Directors may, from time to time adopt and amend reasonable rules and regulations governing the operation, use, maintenance, management, and control of the Neighborhood Common Areas and the operation of the Association. Copies of such rules and regulations shall be furnished to each eOwner. The Board shall have the power to impose fines and suspensions of common area use privileges for violations of the rules and regulations. The Board of Directors may levy reasonable fines or suspend common area use privileges against Sites whose Owner or the Owner's tenants, guests, or invitees commit violations of the provisions of the Neighborhood Documents. The fines shall be in an amount deemed necessary by the Board to deter future violations, but in no event shall any fine exceed the maximum amount allowed by law. The procedure for

imposing such fines or suspending such common area use rights shall be as follows:

A. The party against whom the fine is sought to be levied or use rights suspended shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days, and the notice shall include:

1. A statement of the date, time and place of the hearing;

2. A statement of the provisions of the Declaration, Bylaws or rules which have allegedly been violated; and,

3. A short and plain statement of the matters asserted by the Association.

B. The hearing shall occur before a committee of at least three members appointed by the Board who are not officers, Directors, or employees of the Association or a family member thereof. The party against whom the fine may be levied or use rights suspended shall have a reasonable 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. If the committee, by a majority vote, does not approve a proposed fine or suspension, it may not be imposed.

8. **Section 8.3** of the Bylaws shall be amended as follows:

8.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Governing Documents, a proposed amendment to these Bylaws shall be adopted if it is approved by at least two-thirds (2/3rds) of the voting interests of the Association present and voting at any annual or special meeting called for the purpose, provided that the full text of any proposed amendment has been given to the Members with notice of the meeting. ~~Prior to the turnover of control of the Association by the Developer as provided for in Section 15 of the Declaration, Bylaw amendments may be adopted by vote of a majority of the Directors, without need for a vote of the owners.~~