INSTR # 2017000060217, Doc Type RES, Pages 5, Recorded 03/21/2017 at 03:19 PM, Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee $44.00 Deputy Clerk PSMITH

Prepared by and returned to:

Jennifer Horan, Esquire
Becker & Poliakoff, P.A.
4001 Tamiami Trail North, Suite 410
Naples, FL 34103

**CERTIFICATE OF AMENDMENT**

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SANTA LUCIA AT GRANDE OAK**

**AMENDMENT TO ARTICLES OF INCORPORATION OF SANTA LUCIA AT GRANDE OAK HOMEOWNERS ASSOCIATION, INC.**

WE HEREBY CERTIFY that the following amendments to the Declaration of Covenants, Conditions and Restrictions for Santa Lucia at Grande Oak and Articles of Incorporation for Santa Lucia at Grande Oak Homeowners Association, Inc. were duly adopted by the Association membership at the duly noticed Annual Members' Meeting of the Association on the 27th day of February 2017. Said amendments were approved by a proper percentage of voting interests of the Association.

The Declaration of Covenants, Conditions and Restrictions is recorded at O.R. Book 3705, Page 2745 *et seq.*, of the Public Records of Lee County, Florida. The Articles of Incorporation are an exhibit to the Declaration of Covenants, Conditions and Restrictions of Santa Lucia at Grande Oak.

Additions indicated by underlining.
Deletions indicated by ~~strike-through.~~

**Amendment No 1: Article V, Section 1 and Section 2 of the Declaration of Covenants, Conditions and Restrictions, to read as follows:**

Section 1. Association's responsibility. The Association shall maintain, keep in good repair and restore the Common Areas, and any shall maintain the Area of Common Responsibility, such maintenance to be funded as part of the Common Expenses. This maintenance shall include, but not be limited to, maintenance, repair, restoration and replacement of all landscaping situated in the Common Areas, the maintenance of the landscaping situated in the Area of Common Responsibility, structures above or below ground, roads and improvements

situated upon any Common Areas ~~Areas of Common Responsibility~~, and such other actions as may be required pursuant to the terms and conditions of any agreement of the Association. It shall also be the responsibility of the Association to paint and/or replace all mailboxes located in Santa Lucia, as determined by the Board or the Design Review Committee. Such maintenance shall be at a reasonable level as determined by the Board of Directors which shall make arrangements through the Association for properly qualified entities to perform such maintenance activities.

Section 2. Owner's Responsibility. In accordance with this Declaration and any Subsequent Amendments hereto, and except as provided in this Article V, Section I, all maintenance of the interior and exterior of a Unit, replacement of landscaping around the exterior of a Unit, parking areas, driveways, and other improvements on a Unit shall be the sole responsibility of the Owner thereof who shall perform such maintenance in a manner consistent with the applicable covenants or the Declaration and shall be performed in accordance with Article XII of the Declaration, except as otherwise provided in the Declaration or any additional covenants, conditions and restrictions that may be imposed on a portion of the Properties. Each Owner shall be responsible for the maintenance, repair and repainting for the Residential Unit and shall keep same in a neat and orderly fashion. Owners are responsible for the day-to-day care of the mailbox located at their Unit, and for maintaining the mailbox in good operating condition. Owners shall repaint the exterior of their Residential Unit no less than every eight (8) years. An Owner may be compelled to paint the exterior of their Residential Unit if it has been more than eight (8) years since the Residential Unit was painted. Driveways of Residential Units must be cleaned at least every three (3) years, unless in the opinion of the Design Review Committee, such cleaning is needed on a more frequent basis. Roofs of the Residential Units must be cleaned and/or treated every three (3) years, unless in the opinion of the Design Review Committee such cleaning is needed on a more frequent basis. Provided, further, if the maintenance required herein is not properly performed by the Owner in the opinion of the Design Review Committee, the Association may in its sole discretion perform such maintenance and assess the Owner for the cost of same, but the Association shall have no obligation to perform any such maintenance. The Association shall afford the Owner reasonable notice and an opportunity to cure prior to entry on the Unit to undertake such maintenance, except when entry is required due to an emergency situation.

**********

**Amendment No 2: Article X of the Declaration of Covenants, Conditions and Restrictions, to include Section 4(a) to read as follows:**

4(a) Resale Capital Assessment. In addition to General Assessments and Special Assessments set forth above, any Owner taking title to a Property or Unit shall pay to the Association a Resale Capital Assessment due at the time of conveyance or other transfer of title of a Property or Unit, unless otherwise exempted herein, for the purpose of sustaining the capital fund of the Association. The Resale Capital Assessment shall be due at the time of closing of transfer of title and shall be considered delinquent if not remitted to the Association within ten (10) days from the date due. It shall be the obligation of the new Owner of a Property or Unit (the transferee named in the deed, or other acquirer of title) to pay the Resale Capital Assessment

to the Association, although the parties in any transfer may internally allocate the payment of such fee as they so choose. The Resale Capital Assessment shall be in an amount equal to One Thousand Five Hundred Dollars ($1,500.00) per transaction or title transfer. The resale capital fund shall be used by the Association as the Board of Directors of the Association shall determine from time to time and need not be restricted or accumulated. This Resale Capital Assessment shall be effective for any transfer of title occurring on or after the date of recording of this provision in the Public Records of Lee County, Florida. Notwithstanding the foregoing, no Resale Capital Assessment shall be due in situations involving:

(i) a transfer to, purchase by, or other acquisition of title (including through foreclosure or deed in lieu of foreclosure) by a mortgagee or lienholder that acquires its title as a result of holding a mortgage or lien upon the Property and/or Unit concerned, regardless of whether the title is acquired by deed in lieu for foreclosure or through foreclosure proceedings;

(ii) a transfer of title resulting from the death of the Owner; or

(iii) inter-familial or similar transfers for tax or estate planning reasons when such transfers for not, in the sole discretion of the Board, result in a change in occupancy or beneficial ownership, including but not limited to, an Owner's conveyance of a Property and/or Unit to a trust of which the Owner is a settlor or beneficiary.

**********

**Amendment No 3: Article XII, Section 2 of the Declaration of Covenants, Conditions and Restrictions, to read as follows:**

Section 2. Standards for Review and Approval. The Design Review Committee shall have exclusive jurisdiction over all construction or improvements on any portion of the Properties including, without limitation on the activities set out in Section 1 of this Article. Any such review by and approval or disapproval of the Design Review Committee shall take into account the objects and purposes of this Declaration and the purposes and function of the Design Review Committee. Such review by and approval of the Design Review Committee shall also take into account and include the type, kind, nature, design, shape, size, height, width, length, scale, color, quality, quantity, texture and materials of the proposed building, structure or other improvements under review, both in its entirety and as to its individual or component parts, in relation to its compatibility and harmony with other, contiguous, adjacent and nearby structures and other improvements, and the preferred architectural vernacular for improvements on the Properties as established in the Architectural Code, to be initially established by the Declarant, and in relation to the topography and other physical characteristics of its proposed location and in relation to the character of the Properties in general. The Design Review Committee shall have the right to refuse to give its approval to the design, placements, construction, erection or installation of any improvement on the Properties which it, in its sole and absolute discretion, deems to be unsuitable, unacceptable or inappropriate for the Properties. The Design Review Committee will not approve construction or alterations that include the addition of a second story to any Residential Unit.

**********

**Amendment No 4: Article VI, Board of Directors, of Articles of Incorporation, to read as follows:**

**ARTICLE VI**
**Board of Directors**

The affairs of this Association shall be managed and governed by a Board of Directors consisting of at least three (3) Directors~~, who need not be members of the Association~~. The number of Directors may be changed by amendment of the by-Laws of the Association. ~~The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:~~

| ~~Name:~~ | ~~Address:~~ |
|---|---|
| ~~Nick Shepherd~~ | ~~3200 Bailey Lane, Suite 117 Naples, FL 34105~~ |
| ~~Harold Copperman~~ | ~~3200 Bailey Lane, Suite 117 Naples, FL 34105~~ |
| ~~R. Scott Price~~ | ~~2640 Golden Gate Parkway, Suite 115 Naples, FL 34105~~ |

**********

SANTA LUCIA AT GRANDE OAK
HOMEOWNERS ASSOCIATION, INC.

By: _____
Aramis Sullivan, President

Attest: _____
Celia Platt, Secretary

_____
Witness Signature

Jonna Lesieur
Printed Name

_____
Witness Signature

Christine L. Carlson
Printed Name

STATE OF FLORIDA
COUNTY OF ~~COLLIER~~ Lee

The foregoing instrument was acknowledged before me this 13 day of March 2017 by Aramis Sullivan, as President and Celia Platt as Secretary of Santa Lucia at Grande Oak Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification. If no type of identification is indicated, the above-named persons are personally known to me.

Notary Public Stacey L. Henson
Printed Name Stacey L. Henson
State of Florida Florida
My Commission Expires October 31, 2020

ACTIVE: 9504012_1

STACEY L. HENSON
MY COMMISSION # GG 008133
EXPIRES: October 31, 2020
Bonded Thru Notary Public Underwriters