

Instrument prepared by and after
recording return to:
Ashley D. Lupo, Esq.
Roetzel & Andress
850 Park Shore Drive
Naples, FL 34103
(239) 649-6200

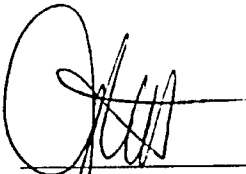
(Space above line for recoding information)

CERTIFICATE OF AMENDMENT

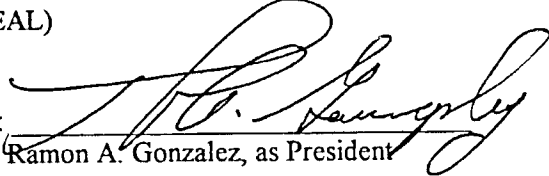
This is to certify that at the duly noticed annual meeting of the membership held on March 24, 2010, the Amendments to the Amended and Restated Declaration of Protective Covenants for Victoria Park II and the Amendment to the Amended and Restated Bylaws of Victoria Park II Property Owners Association, Inc., attached hereto as Exhibits "A" and "B" respectively, were approved by the requisite vote of the membership. The Declaration of Protective Covenants for Victoria Park II was originally recorded in O.R. Book 814, Pages 165, et seq., Public Records, Collier County, Florida.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and the seal of the corporation.


VICTORIA PARK II PROPERTY
OWNERS ASSOCIATION, INC.
(SEAL)



Witness
Print Name: Thais de Arruda

By: 

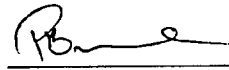
Ramon A. Gonzalez, as President



Witness
Print Name: Kaylee Greene

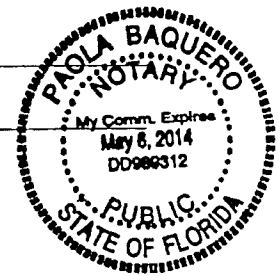
STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 17 day of August, 2010 by Ramon A. Gonzalez, as President of Victoria Park II Property Owners Association, Inc., the corporation described in the foregoing instrument who is () personally known to me or who has produced FL DL # G5247214104300 as identification.



Notary Public

Paola Baquero
Printed Name of Notary Public
Serial No. : _____
My Commission Expires: _____



AMENDMENTS TO THE AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS FOR VICTORIA PARK II

Additions indicated by underlining.
Removal indicated by ~~strikethrough~~.

1.1 “Act” shall mean and refer to Chapter 720, Florida Statutes (20094), as the same may be amended and changed from time to time.

3.4 Priority of Liens. The foregoing notwithstanding, unless provided to the contrary in the Act, the Association’s lien for unpaid assessments shall be subordinate and inferior to: the lien of all taxes and other levies which by law would be superior thereto. Except for the Association’s claims and rights under the Act which shall be superior to the rights of a First Institutional Mortgagee under a First Institutional Mortgage, which claims and rights include, without limitation, a First Institutional Mortgagee’s obligation to pay to the Association unpaid assessments, interest, late fees, attorneys’ fees and costs as set forth in the Act, ~~the~~ Association’s lien shall be subordinate and inferior to the lien of any recorded First Institutional Mortgage, unless the Association’s Claim of Lien was recorded prior to the Institutional Mortgage, but the Association’s lien shall be superior to, and take priority over, any other mortgage or lien regardless of when recorded. The Association’s lien is effective from and shall relate back to the date that the Declaration was originally recorded. Any lease of a Living Unit shall be subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed. An Institutional Mortgagee, a purchaser at a foreclosure sale resulting from the foreclosure of an Institutional Mortgage, or an Institutional Mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser, or Institutional Mortgagee shall hold title subject to the liability and lien of any assessment and other amounts coming due after foreclosure or conveyance in lieu of foreclosure and prior to the foreclosure or conveyance in lieu of foreclosure as provided for under the Act. Any unpaid assessment which cannot be collected as a lien against any Parcel by reason of the provisions of this Section, shall be treated as a special assessment divided equally among, payable by and assessed against all Parcels, including the Parcel as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

8.2 Signs. No sign, advertisement, notice or other lettering of any kind, including, without limitation, those of contractors or subcontractors, shall be erected within Victoria Park II. ~~Provided, however, that signs advertising a Parcel for sale or rent, advertising a garage sale or security services are permitted with prior approval of the Board or its designee, and subject to setback and size requirements established by the Board of Directors. The Board of Directors shall have the right to summarily remove and destroy all unauthorized signs.~~ Provided, however, that signs, up to 2 feet x 3 feet, advertising a Parcel for sale or rent, advertising security services or official Association notices are permitted. Additionally, signs up to 2 feet x 3 feet, advertising political candidates, ballot issues and charitable fundraisers are permitted for a maximum of 30 days. Signs up to 2 feet x 3 feet advertising garage sales are permitted for a maximum of 3 days.

8.9 Trucks, Commercial Vehicles, Recreation Vehicles, Mobile Homes, Boats, Campers and Trailers.

(A) Vans, sport utility vehicles and pick-up trucks shall be considered to be automobiles and may be parked on driveways if the vehicle is used for the primary purpose of transportation of passengers and their personal goods. Automobiles or vans designated as law enforcement, fire department or EMS vehicles may be parked on driveways. If the vehicle is used primarily for the transportation of goods then it shall be considered a commercial vehicle. The following vehicles are ~~prohibited~~ permitted as long as they are fully enclosed in a garage: Inoperable, wrecked, junked, abandoned or partially dismantled automobiles, golf carts, go carts, swamp buggies, stock cars, racing cars, commercial vehicles, recreational vehicles, all-terrain vehicles, electric and motor scooters, vehicles with commercial markings, vehicles with a commercial tag, vehicles with racks or tools in the bed and tractors, ~~are prohibited.~~ The following vehicles are permitted as long as they are fully enclosed in a garage: ambulances, police cars, boats, wave runners, and similar vessels, including trailers used for their transport, hearses, motorcycles, motorbikes and bicycles. ~~Parking in the roadway is prohibited.~~ Bicycle racks are permitted on non-commercial vehicles. Garage doors must be kept closed except when a vehicle must enter or exit the garage, or when the garage is in active use. Any use of a motorcycle is limited to providing ingress/egress to a Parcel over roadways. All motorcycles shall be equipped with effective sound muffling devices and must be parked in a garage when not in use. Recreational vehicles such as campers, motor homes and trailers are permitted to be kept at a Parcel for no more than two consecutive 24 hour periods, not more than six (6) times per year, provided that they are not used as a residence or lodging. ~~Boats, wave runners, and similar vessels, including trailers used for their transport are prohibited, except small boats intended for use on Lake Victoria, provided such boats are used and stored in accordance with rules which the Board of Directors is hereby authorized to adopt.~~ Motorized vessels, other than small boats powered by electric motors, are specifically prohibited on Lake Victoria.

[Subsection (B) Remains Unchanged].

8.18 Mailboxes, Lamp Posts. ~~The Association shall replace the mailboxes, front yard lamp posts, and their supporting structures on each Lot. After such initial replacement, the Association shall be responsible for maintaining, repairing and replacing the mailboxes and front yard lamp posts. The Owner shall be responsible to ensure that there is electric service to the front yard lamp post and the Owner shall be responsible for all electric charges related to the front yard lamp. The Association has provided uniform mailbox assemblies for all Parcels which include pre-wired light fixtures, light bulbs and photocells. The mailbox assemblies shall be maintained, repaired and/or replaced by the Association at its sole discretion or as otherwise provided herein. By April 1, 2011 or when a parcel is sold, whichever occurs first, Owners are required to extend power to the assemblies to energize the light fixture provided, however, that all permitting and initial construction and power costs are borne by Owners. The Association shall replace burned out light bulbs and malfunctioning photocells as part of its maintenance obligations, as well as replacing entire assemblies that are damaged, except where such damage is the result of the intentional or negligent act of the Owner or his agents.~~

11.3 Procedures

(A) Notice to Association.

(1) ~~Lease, Sale or Gift.~~ An Owner intending to lease or otherwise convey his Living Unit ~~or sell or make a gift of his Parcel or any interest therein to another,~~ shall give to the Board of Directors or its designee, written notice of such intention at least twenty (20) days prior to the date of the proposed lease or transfer, ~~together with the purchase and sale agreement or lease,~~ and the name, and address of the proposed tenant, ~~purchaser or donee~~ or new owner and such other information as the Board may reasonably require. The Association may charge a transfer fee in the amount set by the Board for the cost of processing each application.

(2) ~~Devise, Inheritance or Other Transfers.~~ ~~The transferee must notify the Association of his ownership and submit to the Association a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy right unless approved by the Board, but may sell or lease the parcel in accordance with the procedures provided in this Declaration.~~

(3) ~~Failure to Give Notice.~~ ~~If no notice is given, the Board of Directors at its election may approve or disapprove the lease or transfer without prior notice. If it disapproves, the transferee shall have no occupancy rights; however, the proposed transferee may provide the Board with the required notice and request reconsideration.~~

[Subsections (B) through (D) Remain Unchanged].

12.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Governing Documents, this Declaration may be amended if the proposed amendment is approved by at least a 60% majority of the voting interests present in person or by proxy and voting at any annual or special meeting called for that purpose, provided that the text of each proposed amendment has been given to the Members with the notice of the meeting the annual or any special meeting called for that purpose. No amendment shall change any Parcel's share of liability for assessments or any Owner's voting rights, unless the Owner and the record owner of liens on the parcel consents to the amendment.

**AMENDMENT TO THE AMENDED AND RESTATED BYLAWS OF
VICTORIA PARK II PROPERTY OWNERS ASSOCIATION, INC.**

Additions indicated by underlining.
Removal indicated by ~~striketrough~~.

[NEW SECTION]

4.16 Preapproval of Expenditures. The Board must vote and preapprove all expenditures before money is spent. Except that, for day to day maintenance and emergency repairs, the Board may authorize the President and / or Vice president to approve expenditures up to 2 times an Owner's annual dues. Such expenditures must be reported to the Board at the next Board meeting. If a State of Emergency is declared in Collier County (hurricane, etc), any Board member may approve expenditures to preserve and protect the Association's property.

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Exhibit "B"
to Certificate of Amendment

State of FLORIDA
County of COLLIER

I HEREBY CERTIFY THAT this is a true and correct copy of a document recorded in the OFFICIAL RECORDS of Collier County, WITNESS my hand and official seal this Date, 8/27/2010
DWIGHT E. BROCK, CLERK OF COURTS

By: Aliaa M. Jura, D.C.