

Return to:
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**CERTIFICATE OF AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS FOR
VICTORIA PARK II
AND THE AMENDED AND RESTATED BYLAWS OF VICTORIA PARK II PROPERTY
OWNERS ASSOCIATION, INC.**

THE UNDERSIGNED, being the duly elected and acting President of Victoria Park II Property Owners Association, Inc., a Florida not-for profit corporation, does hereby certify that the following amendments to the Amended and Restated Declaration of Protective Covenants Victoria Park II and that the following amendments to the Amended and Restated Bylaws of Victoria Park II Property Owners Association, Inc. were adopted at a duly noticed meeting of the membership and with the necessary voting approval on the 26th day of February, 2014. The legal description of the Collier County, Florida real property subject to these amended restrictions is set forth in the original Declaration of Victoria Park II, referenced herein.

The original Declaration of Protective Covenants Victoria Park II was recorded in Official Records Book 814, at Pages 165 et. seq., of the Public Records of Collier County, Florida, and the original Bylaws for Victoria Park II Property Owners Association, Inc. were recorded in Official Records Book 2302, at Pages 3080 et. seq., of the Public Records of Collier County, Florida.

Additions are underlined;

Deletions are ~~stricken through~~

Article 4, Section 4.3(C) of the Association's Declaration is hereby amended as follows:

(C) To approve or disapprove any improvement or structure of any kind, including without limitation, any building, sign, site paving, grading, pools, parking and building additions, alterations, screen enclosure, sewer, drain, disposal system, decorative building landscaping, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Parcel and to approve or disapprove any exterior additions, changes, modifications or alterations (including, but not limited to, changes in exterior colors, finishes and materials) therein or thereon. With respect to exterior, existing vegetative landscaping, ARC approval shall not be required where less than twenty percent (20%) of the vegetative landscaped area is being altered. ~~approval is only required where improvements are being made to more than 20% of the~~

~~existing landscaped area.~~ All decisions of the ARC shall be in writing and may, but need not be made by a certificate in recordable form.

Article 8, Section 8.8 of the Association's Declaration is hereby amended as follows:

8.8 Pets. The Owner of each Living Unit may keep pets of a normal domesticated household type (such as cats, dogs, birds, fish, and hamsters) in the Living Unit. The owner may keep no more than three (3) dogs in the Living Unit, except that pit bulls, "wolf hybrids", or other dogs prone to or exhibiting aggressive behavior, as determined by the Board, are not permitted in a Living Unit. No pet may be kept, bred, or maintained for commercial purposes. Pet owners shall not permit their pets to urinate or defecate on the property of other Owners. In the event that a pet does urinate or defecate on another Owner's property, the Owner shall promptly clean up after it. The pet must be carried under the Owner's arm or leashed at all times while not on an Owner's Lot in public. In the case of hamsters or other domesticated rodents, such animals shall be kept in a self-contained Living Unit while in the Living Unit, and shall not be allowed to roam freely in the Living Unit. The Board of Directors is empowered to order and enforce the removal of any pet which becomes a source of unreasonable annoyance or threatens the physical safety of person or property, in the sole discretion of the Board, to other residents of the Properties. No dangerous reptiles and amphibians, nor livestock may be kept, raised or bred on the Properties. Pets shall not be unattended on screened porches, lanais or in garages.

Article 8, Section 8.10 of the Association's Declaration is hereby amended as follows:

8.10 Parking and Storage of Vehicles. Owners and occupants of Living Units and their guests may not park, store or keep any vehicle whatsoever on unpaved areas ~~or on adjacent roads and streets~~. Because guest parking may be limited in some areas, each owner is specifically cautioned that he and the other occupants of his Living Unit may be limited or restricted as to the number of motor vehicles they may keep on his Parcel. No more than four (4) vehicles may be parked in a driveway overnight. Vehicles may be parked in the Common Area temporarily while the owner is using the Association's facilities. No vehicle is permitted to park overnight on Common Area. Any vehicle parking on streets or Common Area for more than three nights will be towed at the Unit Owner's expense. Prohibited vehicles parked overnight will be towed at the Owner's expense.

Article 8, Section 8.12(A) of the Association's Declaration is hereby amended as follows:

(A) Lawns shall be mowed, watered, weeded, fertilized and treated for infestation as necessary ~~to maintain an aesthetically pleasing appearance of green grass.~~ No unsightly weeds, high grass, underbrush, dead landscaping, or other growth, as determined by the Board, and no undesirable exotic plants (as defined in the Collier County Land Development Code or other governing laws) shall be permitted to grow or remain upon any part of the Owner's Lot. All parcels must be sodded and have an automatic irrigation system installed. Sod shall be Floratam, St. Augustine, Bahia or an ARC approved equivalent. In conjunction with ARC

approval, a homeowner may implement xeriscape or Florida-friendly landscape on his parcel as defined in Florida Statutes Section 373.185(1). Lawn Areas abutting a sidewalk, walkway or roadway shall be edged to prevent grass from growing over sidewalk, walkway or roadway. Owners whose parcels do not presently have an irrigation system must bring their Parcels into compliance with this section by the earlier of the replacement of the sod or sale or transfer of the Parcel.

Article 8, Section 8.20 of the Association's Declaration is hereby amended as follows:

8.20 Prohibited structures. The following are prohibited within Victoria Park II:

- (A) Carports
- (B) Detached garages, storages sheds, barns and similar outbuilding structures
- (C) Garages which have been converted into living space, unless the conversion was approved by the Board and a replacement garage is built.
- (D) Clothes Lines, unless situated so as not to be visible from the street or other Parcels; and
- (E) Any other improvement or structure subject to approval by the ARC and which is not approved pursuant to Article 4.

Article 8, Section 8.21 of the Association's Declaration is hereby amended as follows:

8.21 Play Equipment. A swing set, playhouse, tree house or other play equipment less than twelve (12) feet in height ~~may~~ shall be permitted so long as it is located in the backyard or rear portion of the Parcel, which is determined as the rear portion from the perspective of the front facing side of the Home, and is specifically approved as to location, screening, size, shape, color, material and other relevant factors. The ARC has the sole discretion to disapprove such play equipment on Aesthetic grounds. Such play equipment must be maintained in good condition and appearance or the Board may order its removal.

Article 10, Section 10.3 of the Association's Declaration is hereby amended as follows:

10.3 Fines and Suspension. The Board may impose a fine or fines against an Owner for failure of the Owner, his family, Guests, invitees, Tenants, or agents of any of the foregoing, to comply with the Governing Documents. ~~Fines may not become a lien against the Parcel.~~ The fine may not exceed the maximum amount allowed by law.

Article 3, Section 3.6 of the Association's Bylaws is hereby amended as follows:

3.6 Proxy Voting. A Member entitled to attend and vote at a Members' meeting may establish his presence and cast his vote by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting

for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the member, specify the date, time and place of the meeting for which it is given, and ~~the original~~ must be delivered to the Secretary by the appointed time of the meeting or adjournment thereof. No proxy shall be valid if it names more than one person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

VICTORIA PARK II PROPERTY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

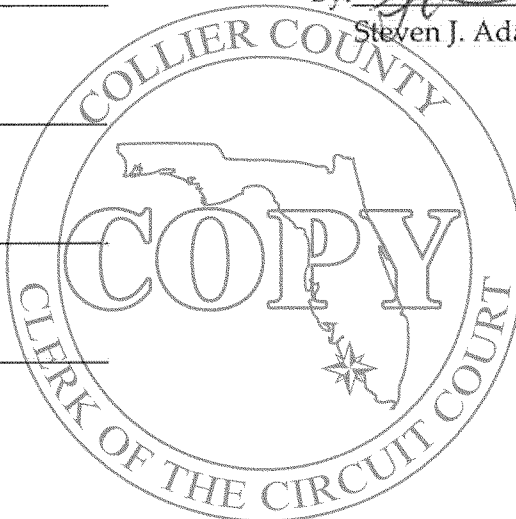
Candi Steadman
Witness

By: Steven J. Adamczyk
Steven J. Adamczyk, President

Candi Steadman
Printed Name of Witness

[Signature]
Witness

Jennifer Yousef
Printed Name of Witness



STATE OF FLORIDA
COUNTY OF COLLIER

Sworn to and subscribed before me, an officer duly authorized in Collier County, Florida to take acknowledgments, by Steven J. Adamczyk, President of Victoria Park II Property Owners Association, Inc., to me personally known and who did take an oath, on this 9th day of April, 2014.



LAURA ELIZABETH CARI
MY COMMISSION # EE 129627
EXPIRES: September 19, 2015
Bonded Thru Budget Notary Services

Laura E. Cari
Notary Public

Laura E. Cari
Printed name of Notary
My Commission Expires: