Kevin C. Karnes, Lee County Clerk of Circuit Court INSTR. # 2022000376107, Doc Type RES, Pages 2, Recorded 12/12/2022 at 10:43 AM, Deputy Clerk LHINSPETER ERECORD **Rec Fees: \$18.50** 

PREPARED BY AND RETURN TO: Cheryl L. Hastings, Esq. GRANT FRIDKIN PEARSON, P.A. 5551 Ridgewood Drive, Suite 501 Naples, Florida 34108

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## **CERTIFICATE OF AMENDMENT**

The undersigned, being the duly elected President of the Renaissance Community Association Inc., a Florida not-for-profit corporation (the "Association"), does hereby certify that the attached amendment to the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Renaissance recorded as Official Record Instrument No. 2021000076510. of the Public Records of Lee County, Florida (the "Declaration"), which amended and restated the Declaration of Covenants, Conditions, and Restrictions for Renaissance originally recorded as Instrument No. 5431841 in Official Records Book 3633, Page 4366, et. seq., of the Public Records of Lee County, Florida, was duly approved in accordance with Section XIV of the Declaration, by the affirmative vote of sixty-seven percent (67%) or more of the Voting Representatives at a special meeting of members held on \_\_\_\_\_\_ 11 (21 2022 \_\_\_\_\_, 2022, where a quorum was present and for which due notice was given.

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RENAISSANCE COMMUNITY ASSOCIATION INC., a Florida not-for-profit corporation

By: esident

STATE OF FLORIDA COUNTY OF LEE

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me by means of by means of  $\mathbf{S}$  physical presence or  $\Box$  online notarization this  $\mathbf{S}$ day of <u>pecember</u>, 2022, by Jeff Stoops, as President of RENAISSANCE COMMUNITY ASSOCIATION INC., a Florida not-for-profitcorporation, on behalf of the corporation, who x is personally known to me OR produced as identification.

Notary Public

Treme. SASSE Printed Name of Notary Public My Commission Expires: Tran. 22 2026



(Notary Seal)

## AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR RENAISSANCE

(Additions indicated by <u>underlining</u>. Deletions indicated by striking through.)

Section 7.2 of the Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Renaissance is revised as follows:

7.2 <u>Association Maintenance of Landscaping Other Than Common Area Landscaping</u>. The Board of Directors shall adopt written minimum landscape maintenance standards for the Community.

(A) The Association may assume, through its annual budget adopted by the Board of Directors, the obligation to maintain the exterior landscaped portion of the Parcels in the Community and Condominium Association Area, which includes lawns, shrubs and trees up to 14' in height, irrigation systems and other landscaping, except for any areas enclosed by fencing or other screening or otherwise not readily accessible from outside of the Parcels and Condominium Association Area.

(B) If the Association assumes responsibility for landscape maintenance and enters into a bulk landscape maintenance contract for the entire Community ("Bulk Landscape Contract"), the Board of Directors shall adopt a written maintenance program which shall describe all landscape services to be performed by the Association, including, but <u>not</u> limited to mowing, edging, fertilizing, watering, pruning, mulching, application of insecticides, fungicides and herbicides, as well as maintenance of the irrigation systems installed as part of the Parcels' and Condominium Association Area's initial development. The Association's cost of the maintenance described in subsection (A) above and this subsection (B) shall be assessed as Neighborhood Assessments and Condominium Association Assessments, except that <u>aall four (4) of the Condominium Associations</u> may contract for their own landscaping services as set forth in subsection (C) below.

Any The Condominium Associations may opt out of the Association's Bulk Landscape (C) Contract, but may do so only at the end of the contract term, provided the following are satisfied: (i) written notice of intent to opt out is provided to the Association no less than 6 months prior to the end of the then existing contract term, (ii) official notice to opt out of the Associations Bulk Landscape Contract is given to the Association no less than 90 days prior to the end of the then existing contract term, and only if all 4 Condominium Associations participate in the opt out and subsequent replacement landscape contract, unless otherwise agreed to by the landscape provider and the Board of Directors. All four Condominium Associations may enter into its their own contract with a landscape provider, provided that the Board of Directors verifies that such contract complies with the minimum landscape maintenance standards adopted by the Board of Directors and is the same contract duration as the Association's Bulk Landscape Contract. The Voting Representatives for the Condominium Association shall be the conduit for approving the alternate landscape provider and shall seek input from the Owners in the applicable Condominium Association Area(s) as appropriate during the selection process. All Condominium Association Areas that are serviced by an alternate landscape provider will be subjected to a monthly review by the Board of Directors or its designee to identify landscape maintenance issues. All comments/observations will be summarized in a written report and forwarded to the applicable Voting Representative(s) to take corrective steps within a specified number of days (which shall be at least 30 days). To the extent that the Condominium Association's landscape maintenance does not subsequently comply with the Association's minimum landscape maintenance standards, the Association shall have the authority (but not the obligation) to take whatever action is reasonably necessary in its judgment to bring the Condominium Association Area into conformity and the expenses of doing so shall be payable by the Condominium Association. In the alternative, the Association may demand that the Condominium Association change its landscape provider.

(D) The Association shall not be responsible for the maintenance of modifications an Owner or Condominium Association makes to the landscaping on his or her Parcel or its Condominium Association Area without the prior written approval of the Architectural Review Committee, if such modifications increase the Association's cost of landscape maintenance.