

Prepared by and return to:
Christopher N. Davies, Esq.
COHEN & GRIGSBY, P.C.
9110 Strada Place, Suite 6200
Naples, Florida 34108

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly and acting President of Lockford at TwinEagles Homeowners Association, Inc., a Florida corporation not for profit, hereby certifies that at a Special Meeting of the Members held on May 23, 2018, with a quorum present, after due notice, the resolution set forth below was approved by the votes indicated for the purpose of amending the Declaration of Neighborhood Covenants and Restrictions for Lockford at TwinEagles, recorded at O.R. Book 4942, Page 3477, *et seq.*, Public Records of Collier County, Florida.

1. The following resolution was approved by at least two-third (2/3) of the lot owners.

RESOLVED: That the Declaration of Neighborhood Covenants and Restrictions for Lockford at TwinEagles, be and is hereby amended and the amendment is adopted in the form attached as Exhibit "A".

LOCKFORD AT TWINEAGLES
HOMEOWNERS ASSOCIATION, INC.

By: Paula P. Filler
Paula P. Filler, President

Date: 5/30/2018

Kaley Cather
Witness

Print Name: Kaley Cather

Anita Basserman
Witness

Print Name: Anita Basserman

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 30 day of May, 2018, by Paula P. Filler, President of the aforementioned Association, on behalf of the Association. She is personally known to me or has produced State of Florida Driver License as identification.

My Commission Expires:



Rita F. Fishtom
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF999556
Expires 6/6/2020

Rita F. Fishtom
Notary Public
Rita F. Fishtom
Printed Name

Exhibit "A"

NOTE: New language is underlined; language being deleted is shown in strike-through type.

1. Paragraphs 7.5.1 and 7.5.2 of Section 7.5 of the Declaration of Neighborhood Covenants and Restrictions for Lockford at TwinEagles, shall be amended as follows:

7.5 Maintenance, Repair and Replacements

7.5.1. Maintenance of Association Property. Operating Expenses shall include all expenses necessary to keep and maintain, repair and replace any and all buildings, other Improvements, personal property and furniture, fixtures and equipment upon the Association Property, including landscaping (except on individual Lots), lawn and sprinkler service, in a manner consistent with the development of Lockford at TwinEagles and in accordance with the covenants and restrictions contained herein and in the Community Documents, and in conformity with all orders, ordinances, rulings and regulations of any and all federal, state, County and city governments having jurisdiction thereover as well as the statutes and laws of the State of Florida and the United States. This shall include any expense attributable to the maintenance and repair and replacement of pumps or other equipment, if any, located upon or servicing Lockford at TwinEagles pursuant to agreements with utility corporations. Any expenses for replacements which would not be in the nature of normal repair and maintenance shall be the subject of a Neighborhood Special Assessment as provided in Paragraph 6.3 of these Neighborhood Covenants and subject to the limitations thereon set forth with respect to Neighborhood Special Assessments.

7.5.2. Maintenance of Lots. Operating Expenses shall include all only those expenses necessary for the performance of certain services to the Lots by the Association. ~~As to the Lots, the Association shall maintain, repair and replace all portions of the irrigation system serving a Lot, and maintain and replace the landscaping materials on the Lots, and Lot including mowing, weeding, mulching, fertilizing, edging, trimming and pruning. The obligation of the Association to replace the landscaping within the Lots shall only be if the landscaping is dead or dying. If an owner changes the landscaping on the Lots or installs landscaping shown in the Design Guidelines that is deer food or is not cold tolerant, the Owner shall be responsible for the replacement of such landscaping. The Lot Owner shall be responsible for replacement of existing all landscaping and installation of any new landscaping such as flowers, bushes, trees and sod which shall be the Lot Owner's expense. Landscaping shall comply with the Grand Arbors at TwinEagles Plant List. As to irrigation of the Lots, costs therefor shall be billed by the Association, and shall be an Operating Expense. The time clocks will be placed within the utility easements on one (1) or more Lots and controlled by the Association. Owners may request of the Association the times for watering their Lots, but the Association shall have full control of such timing. As to the landscaping on the Lots, any change or enhancement to the landscape design and materials originally installed requires approval by the Reviewer. which may increase maintenance and condition of appearance requirements for the Lot and the Owners will be required to pay for such increased landscaped costs. Any landscape changes or enhancements to~~

the Lot by the Lot Owner shall be maintained by and at the expense of the Lot Owner. Except for those maintenance items specifically enumerated in this Paragraph 7.5.2, the Association shall not be responsible to maintain, repair or replace all or any portion of a Lot or the Dwelling Unit or other Improvements constructed thereon.

2. Paragraph 8.1.6 of the Declaration of Neighborhood Covenants and Restrictions for Lockford at TwinEagles, shall be amended as follows:

8.1.6. Addition of Landscaping; Alternation of Drainage, Etc. If a Lot Owner receives approval from the Reviewer to install additional landscaping to their Lot, the Lot Owner is responsible for increased all costs and expenses of the installation and in the maintenance of the additional landscaping and the landscape maintenance company will bill the Lot Owner directly for the additional maintenance and the Lot Owner is responsible for payment of the increased maintenance directly to the landscape maintenance company or as an Individual Expense Assessment if not paid directly to the landscape maintenance company. The installation of additional any landscaping by the Lot Owner shall not result in any permanent change in the flow or drainage of storm water within Lockford at TwinEagles without prior written consent of the Reviewer.

3. A new Paragraph 8.1.40 of the Declaration of Neighborhood Covenants and Restrictions for Lockford at TwinEagles, shall be added as follows:

8.1.40 Irrigation. Each Owner shall be directly billed by the Association, or its agent, for irrigation. The cost of Lot irrigation shall be paid for by each individual Owner. The time clocks shall be placed within the utility easements on one (1) or more Lots and controlled by the Lot Owners.