

CERTIFICATE OF AMENDMENT


THE UNDERSIGNED, being the duly and acting President of Dundee at TwinEagles Homeowners Association, Inc., a Florida corporation not for profit, hereby certifies that at a meeting of the members held on Monday, April 27, 2020, where a quorum was present, after due notice, the resolution set forth below was approved by the vote indicated for the purpose of amending the Declaration of Neighborhood Covenants and Restrictions for Dundee at Twineagles, as originally recorded at O.R. Book 5186, Pages 861 *et seq.*, Public Records of Collier County, Florida.

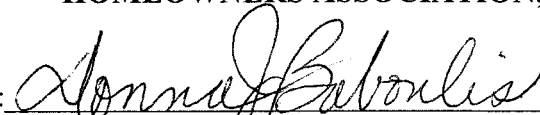
The following resolution was approved by the consent of the Lot Owners owning two-thirds (2/3) of all Lots together with the approval of a majority of the Board.

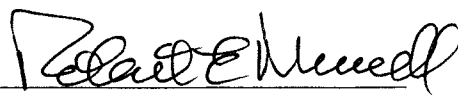
RESOLVED: That the Declaration of Neighborhood Covenants and Restrictions for Dundee at TwinEagles be hereby amended and the amendment is adopted in the form attached hereto, and made a part hereof.

Date: April 29, 2020

**DUNDEE AT TWINEAGLES
HOMEOWNERS ASSOCIATION, INC.**

(1) 
Witness
Print Name: J. TODD MURRELL

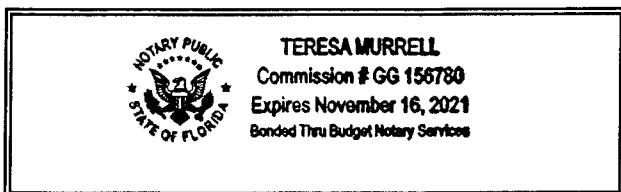
By: 
Donna J. Baboulis, President
12746 Dundee Lane
Naples, FL 34120


(2) 
Witness
Print Name: Robert E Murrell

(CORPORATE SEAL)

**STATE OF FLORIDA
COUNTY OF COLLIER**

The foregoing instrument was acknowledged before me this 29th day of April, 2020, by Donna J. Baboulis, as President of the aforementioned Corporation, on behalf of the Corporation, by means of [X] physical presence or [] online notarization. She is personally known to me or has produced _____ as identification.




Signature of Notary Public

(Print, Type or Stamp Commissioned Name of
Notary Public) (Affix Notarial Seal)

This instrument prepared by Robert E. Murrell, B.C.S., The
Murrell Law Firm, P.A., 1044 Castello Drive, Suite 106,
Naples, FL 34103.

AMENDMENTS TO THE
DECLARATION OF NEIGHBORHOOD COVENANTS AND RESTRICTIONS
FOR
DUNDEE AT TWINEAGLES

The Declaration of Neighborhood Covenants and Restrictions for Dundee at TwinEagles shall be amended as shown below:

Note: New language is underlined; language being deleted is shown in ~~struck through~~ type.

1. Section 6.9. of the Declaration shall be amended to read as shown below:

6.9. Resale Fund Contribution. ~~Working Fund Contribution~~

The Association shall levy a Resale Fund Contribution upon the transferee of a conveyance of any Lot owned by a Member. The transferee (new Lot Owner) shall pay a Resale Fund Contribution upon the transfer or conveyance of any Lot. The amount of the Resale Fund Contribution shall be five-hundred dollars (\$500.00). The due date for payment of the Resale Fund Contribution shall be the date of closing of the conveyance. Payment of the Resale Fund Contribution shall be the legal and personal obligation of the transferee (new Lot Owner). The funds derived from the Resale Fund Contribution shall be the property of the Association and may be used at the discretion of the Board of Directors for any purpose permitted by the Governing Documents or by Florida law.

For the purposes of this Section 6.9, the term "conveyance" shall mean the transfer of record legal title to a Lot by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed, transfer of an interest in a land trust or similar conveyance of a beneficial interest. If the Member is a corporation, limited liability company or other business entity, then the term "conveyance" shall include the sale, issuance or transfer of any voting capital stock or interest of the Member or of any corporate entity which directly or indirectly controls the Member which shall result in a change in the voting control of the Member or the legal entity or persons who control the Member. If the Member is a partnership, then the sale, issuance or transfer of a majority interest therein, or the transfer of a majority interest in or a change in the voting control of any partnership which directly or indirectly controls the Member, or the transfer of any portion of any general partnership or managing partnership interest which shall result in a change of control over the Member, shall be deemed a "conveyance" within the meaning of this Section 6.9.

The following conveyances shall be exempt from paying a Resale Fund Contribution:

(A) a conveyance by any record title holder to any person or entity who was also a record title holder of the Lot being conveyed in the Association immediately prior to such conveyance;

(B) to a trustee or to the Member's spouse, solely for estate planning or tax reasons;

(C) a conveyance to the Member's estate, surviving spouse, or to other heirs resulting from the death of a Member;

(D) a conveyance by a Member to a trust, partnership, corporation, or other entity so long as such entity is and remains wholly-owned by the Member or by such Member and the Member's spouse and/or children for estate planning or tax purposes;

(E) to a mortgage holder, TwinEagles Homeowners Association, Inc. or to the Dundee at TwinEagles Homeowners Association, Inc. pursuant to a final judgment of foreclosure and a foreclosure sale or deed in lieu of foreclosure; and

(F) by a current Member in Dundee at TwinEagles who is purchasing a new residence in Dundee at TwinEagles.

However, upon reconveyance that occurs following the exempt conveyances described in (A) through (F) above, the Resale Fund Contribution shall be due and payable. Resale Fund Contributions shall be collected in accordance with Section 5. of this Declaration as an assessment.

Each Lot Owner (other than a Builder) who purchases a Lot from Declarant or a Builder shall pay to the Association at the time legal title is conveyed to such Lot Owner a "Working Fund Contribution." The Working Fund Contribution will be \$500.00. The purpose of the Working Fund is to insure that the Association will have cash available for initial start-up expenses, to meet unforeseen expenditures or to acquire additional equipment and services deemed necessary or desirable by the Board. Working Fund Contributions are not advance payments of Individual Lot Assessments and shall have no effect on future Individual Lot Assessments and may be used for Operating Expenses.

2. Section 7.5.2. of the Declaration shall be amended to read as shown below:

7.5.2. Maintenance of Lots. Operating Expenses shall include all 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 the sod and all portions of the irrigation system serving a Lot; and maintain ~~and replace~~ the landscaping materials on the Lots, including mowing, fertilizing, edging, trimming and pruning, or such other obligations deemed necessary and accepted by the Board of Directors at a duly called meeting of the Board. The obligation of the ~~Owner Association~~ to replace the landscaping within the Owner's Lots shall only be if the landscaping is dead or dying; however, the cost of and the replacement of shrubbery, plants, trees or other landscaping material shall be the sole responsibility of the Owner. 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. 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, as defined in the Community Declaration, or the Architectural Review Committee (ARC) of TwinEagles Homeowners Association, Inc. and any Dundee Neighborhood Design Committee, if one should exist, 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. 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.

In addition to the maintenance set forth above, the Association may also, when deemed necessary by the Board of Directors, after damages have been caused by a named storm or during a designated state of emergency and such damages have not been repaired or replaced by the Lot Owner, enter upon a Lot to remove and replace certain trees and/or landscape material, as deemed necessary by the Board of Directors, in its sole and absolute discretion. If there are such funds available for the repair and maintenance of any trees or landscape material repaired on any Lot, such expense will be a Common Expense of the Association, and such amount as the Board of Directors deems reasonable may be paid

from funds available. However, any such expense that is not paid from funds available shall be an expense of the Lot Owner. In addition, the Board of Directors may make a determination following a named storm or designated state of emergency event, to enter into an agreement with either the State, County or TwinEagles Homeowners Association, Inc., for the purposes of a Community Wide Restoration Program and the Association's share of such cost for such a program shall be a Common Expense of the Association.

If the Owner of a Lot fails to maintain the Lot as required above, the Association shall have the right to enter the Lot and make such corrections as are necessary in accordance with Section 8.1.21. of this Declaration. In addition, the Association may institute legal proceedings to enforce compliance. Any and all costs of maintenance, repair and replacement, as well as any costs and attorney's fees incurred by the Association, shall be collected as an Individual Expense Assessment as set forth in Section 8.1.21. of this Declaration.

If there is any conflict between the provisions of the Declaration of Neighborhood Covenants and Restrictions for Dundee at TwinEagles and this Amendment, this Amendment shall control.