

Prepared by and return to:

Christopher N. Davies, Esq.
DENTONS COHEN & GRIGSBY P.C.
Mercato - Suite 6200
9110 Strada Place
Naples, Florida 34108

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly and acting President of Autumn Woods Community Association, Inc., a Florida not for profit corporation, hereby certifies that at the duly called Annual Meeting of the members held on March 14, 2023, where a quorum was present, after due notice, which was recessed and then reconvened on April 14, 2023, which was further recessed and then reconvened on May 23, 2023, the resolution set forth below was approved by the votes indicated for the purpose of amending the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Autumn Woods, recorded on April 30, 2019 at O.R. Book 5623, Page 3471, et seq., of the Public Records of Collier County, Florida, by amending Sections 4.13 and 4.14.

The following resolution was approved and adopted by at least sixty-seven percent (67%) of the voting interests then present and voting, in person or by proxy.

RESOLVED: That the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Autumn Woods, be and is hereby amended and the amendments are adopted in the form attached hereto as Exhibit "A" and made a part hereof.

Date: May 24, 2023

AUTUMN WOODS COMMUNITY ASSOCIATION, INC.

Mania Gillespie
Witness


By: Norman Trebilcock
Norman Trebilcock, President

Print Name: Mania G. Gillespie

Daniel T. Doyle
Witness
Print Name: DANIEL T. DOYLE

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 24th day of May, 2023, by Norman Trebilcock, President of Autumn Woods Community Association, Inc., on behalf of the aforementioned Association. He is personally known to me or has produced _____ as identification.

 Marquita King
Notary Public
State of Florida
Comm# HH120648
Expires 7/20/2025

Marquita King
Notary Public
MARQUITA KING
Printed Name

AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR AUTUMN WOODS

**AMENDMENT TO THE AMENDED AND RESTATED
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
AUTUMN WOODS**

Note: New language is underlined; language being deleted, if any, is shown in ~~stricken~~ type.

Section 4.13 of the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Autumn Woods, shall be amended as follows:

4.13 Capital Improvement Fee Transfer Fee. A Capital Improvement Transfer Fee for Autumn Woods Community Association, Inc. (sometimes referred to as the "Association") was established with an effective date of July 1, 2017. The amount of the ~~Capital Improvement Fee~~ original fee ~~was shall be~~ One Thousand Five Hundred Dollars (\$1,500.00). On the third anniversary, namely July 1, 2020, and each three (3) year cycle thereafter, the Board of Directors shall have the authority to determine and approve an adjustment to the Capital Improvement Transfer Fee in an amount not to exceed ten percent (10%) per annum thereof. Currently the fee is One Thousand Nine Hundred Ninety-Six and 50/100 Dollars (\$1,996.50) and will increase again on July 1, 2023. The ~~Capital Improvement Transfer Fee~~ shall be due and payable to Autumn Woods Community Association, Inc. by the transferee upon the conveyance of a Lot or Unit or Condominium Unit by a member and collected at closing. The estoppel letter from the Association shall include the full amount of the Capital Improvement Transfer Fee. Funds derived from the ~~Capital Improvement Transfer Fee~~ shall be deposited in a specially created ~~Capital Improvement Transfer Fee~~ account and shall be used for capital projects or to offset operating expenses as determined by majority vote of the Board of Directors at a duly called meeting only. Payment of the ~~Capital Improvement Transfer Fee~~ shall be the legal obligation of the new member and shall be collected at closing by the settlement agent on behalf of the Association and secured by a continuing lien in the same manner as unpaid assessments as provided for elsewhere in this Declaration. For purposes of this ~~Section~~ Article, the term "conveyance" shall mean the transfer of record legal title to a Lot or Unit or Condominium Unit 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.

**AMENDMENT TO THE AMENDED AND RESTATED
MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
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Note: New language is underlined; language being deleted, if any, is shown in ~~stricken~~ type.

Section 4.14 of the Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for Autumn Woods, shall be amended as follows:

4.14 Exemptions. The following conveyances shall be exempt from payment of the ~~Capital Improvement~~ Transfer Fee: (a) to the owner's estate, surviving spouse or other heirs, resulting from the death of an owner; (b) to a trustee or the owner's current spouse solely for bona fide estate planning or tax reasons; (c) between spouses as a result of a divorce proceeding; (d) to a transferee when the transfer is a gift from the transferor; (e) to a mortgagee or the Association pursuant to a Final Judgment of Foreclosure or Deed in Lieu of Foreclosure; and (f) to a transferee who is, at the time of the transfer, already an owner/member of the Association by reason of his/her/its ownership of another Lot or Unit or Unit within Autumn Woods. Any subsequent transfer that is not exempt shall be subject to the provisions of this Section.