

This instrument prepared by:
Christopher J. Shields, Esq.
PAVESE LAW FIRM
1833 Hendry Street
Fort Myers, Florida 33901
(239) 334-2195

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
PLANTATION PRESERVE**

THE UNDERSIGNED, being duly elected and acting President and Secretary, respectively, of **PLANTATION PRESERVE HOMEOWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation, do hereby certify that the resolution set forth below was approved, evidenced by a written statement or ballot, manifesting their intention that such amendment be adopted. The resolution was approved and adopted by the votes indicated for the purpose of amending the Declaration of Covenants, Conditions and Restrictions for Plantation Preserve, as originally recorded in Official Records Book 3686, Page 4132 *et seq.*, and as may have been subsequently amended, in the Public Records of Lee County, Florida.

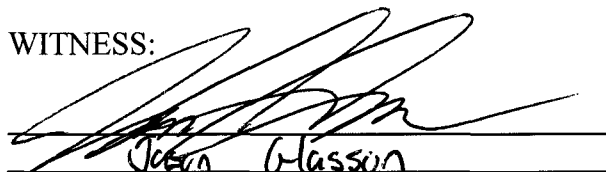
The following resolution was approved by at least at least two-thirds (2/3rds) of the voting interests present, in person or by proxy, and voting at a duly noticed meeting of the Association:

RESOLVED: That the Declaration of Covenants, Conditions and Restrictions for Plantation Preserve be and are hereby amended, and the Amendment to the Declaration of Covenants, Conditions and Restrictions for Plantation Preserve is in the form attached hereto as Exhibit "A."

RESOLVED: That the officers and directors are hereby instructed and authorized to execute the aforementioned document and cause it to be filed of Public Record, together with a Certificate of Amendment.

Dated this 9th day of June, 2009.

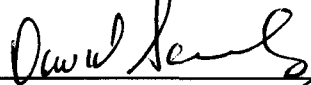
WITNESS:



Jean Olsson

Printed Name of Witness

**PLANTATION PRESERVE
HOMEOWNERS' ASSOCIATION, INC.**

By: 

Print Name: DAVID SANCHEZ
Title: President

WITNESS:

Melanie R. Heilig
Melanie R. Heilig
Printed Name of Witness

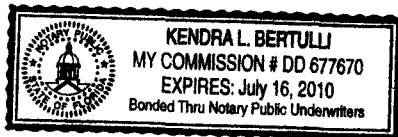
ATTEST:

By: Clifford J Meyer
Print Name: CLIFFORD J MEYER
Title: Secretary

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 9th day of June, 2009, by David Sanchez, as President of PLANTATION PRESERVE HOMEOWNERS' ASSOCIATION, INC., a non-profit Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced _____, as identification and did not take an oath.

(SEAL)



Kendra L Bertulli
Notary Public
Kendra L Bertulli
Printed Name of Notary

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 11th day of June, 2009, by Clifford J Meyer, as Secretary of PLANTATION PRESERVE HOMEOWNERS' ASSOCIATION, INC., a non-profit Florida corporation, on behalf of the corporation. He/She is personally known to me or has produced _____, as identification and did not take an oath.

(SEAL)

MELANIE R. HEILIG
Notary Public, State of Florida
My comm. exp. Mar. 29, 2010
Comm. No. DD 514509

Melanie R. Heilig
Notary Public
Melanie R. Heilig
Printed Name of Notary

EXHIBIT "A"
AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
PLANTATION PRESERVE

The Declaration of Covenants, Conditions and Restrictions for Plantation Preserve shall be amended, as follows (otherwise, all other provisions shall remain the same):

(New language is underlined; ~~deleted language~~ is struck-through)

1. **A new Section 7.10 shall be added as follows:**

7.10 Landscape Maintenance. The Association shall provide landscape maintenance on all Parcels as a common expense of the Association. Such maintenance shall include mowing, fertilizing, pruning and controlling of disease and insects of all lawn and landscaping currently installed on the Parcels. Any additional maintenance or replacement shall be the responsibility of the Parcel owner. Owners may not make any alterations or additions to the lawn or landscape without the prior written approval of the Board of Directors. Landscape maintenance by the Association may be terminated at the discretion of the Board of Directors, in which case owners shall be responsible for all maintenance, repair and replacement of the lawn and landscape on their Parcel(s).