

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly and acting President of Victoria Park II Property Owners Association, Inc., a Florida corporation not for profit, hereby certifies that at a meeting of the board of directors held on March 10, 2022, 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 Amended and Restated Declaration of Protective Covenants for Victoria Park II .

1. The following resolution was approved by a majority of the voting interest present in person or by proxy and voting at the annual meeting of the members:

RESOLVED: That Sections 6.3, 8.7, 8.8, 8.14, 8.15 and 8.21 of the Amended and Restated Declaration of Protective Covenants for Victoria Park II is hereby amended and the amendment is adopted in the form attached hereto, and made a part hereof.

(for use by Clerk of Court)

Date: March 22, 2022

VICTORIA PARK II PROPERTY OWNERS ASSOCIATION, INC.

(1) [Signature]
Witness
Print Name: Katherine Wayman

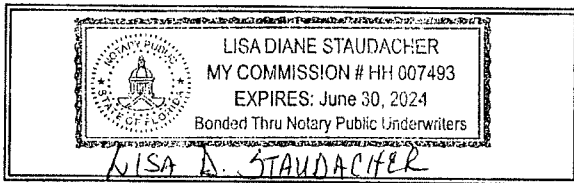
By: [Signature]
Denny Bowers, President
C/o Cambridge Management of SWFL, Inc.
2335 Tamiami Trail North, Suite 402
Naples, FL 34103

(2) [Signature]
Witness
Print Name: Dakota Bower

(CORPORATE SEAL)

**STATE OF FLORIDA
COUNTY OF COLLIER**

The foregoing instrument was acknowledged before me, in my presence, this 22nd day of March, 2022, by Denny Bowers, President of the aforementioned Corporation, on behalf of the Corporation. She is personally known to me or has produced _____ as identification.



[Signature]
Signature of Notary Public

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

This instrument prepared by Alfred F. Gal, Jr., Esq., Samouce & Gal, P.A., 5405 Park Central Court, Naples, FL 34109.

**AMENDMENTS TO THE AMENDED AND RESTATED DECLARATION OF
PROTECTIVE COVENANTS FOR VICTORIA PARK II**

The Declaration of Protective Covenants for Victoria Park II shall be amended as shown below:

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

Section 6.3 of the Declaration shall be amended to read as follows:

6.3 Alterations and Additions to Common Area. Material alterations or substantial additions to the Common Area costing less than \$10,000 in the aggregate in any calendar year, may be undertaken and funds necessary levied as special assessments by the Association ~~only~~ upon approval by a majority of the Board of Directors. There shall be no material alterations or substantial additions to the Common Area costing more than \$10,000 in the aggregate in any calendar year without prior approval of at least two-thirds (2/3rds) of the voting interests who are present and voting, in person or by proxy, at an annual or special meeting called for the purpose. If work reasonably necessary to protect, maintain, repair, replace or insure the Common Area also constitutes a material alteration or substantial addition to the Common Area, no prior unit owner approval is required.

Section 8.7 of the Declaration shall be amended to read as follows:

8.7 Common Area. No parcel Owner shall make use of the Common Area in such a manner as to abridge the equal rights of the other Parcel Owners to their use and enjoyment thereof nor shall any Parcel Owner remove, prune, cut, damage or injure any trees or other landscaping located in the Common Area except after receiving approval by the board.

Section 8.8 of the Declaration shall be amended to read as follows:

8.8 Pets. The Owner of each Living Unit may keep pets of a normal domesticated household type (~~such as~~ Specifically cats, dogs, birds, fish, and hamsters) in the Living Unit. The Owner may keep no more than three (3) dogs in the Living Unit, except that pit bulls, "wolf hybrids", or other dogs prone to or exhibiting aggressive behavior, as determined by the Board, are not permitted in a Living Unit. No pet may be kept, bred, or maintained for commercial purposes. Pet owners shall not permit their pets to urinate or defecate on the property of other Owners. In the event that a pet does urinate or defecate on another Owner's property, the Owner shall promptly clean up

after it. The pet must be carried under the Owner's arm or leashed at all times while not on an Owner's Lot. In the case of hamsters or other domesticated rodents, such animals shall be kept in a self-contained Living Unit while in the Living Unit, and shall not be allowed to roam freely in the Living Unit. The Board of Directors is empowered to order and enforce the removal of any pet which becomes a source of unreasonable annoyance or threatens the physical safety of person or property, in the sole discretion of the Board, to other residents of the Properties. No dangerous reptiles and amphibians, venomous snakes, nonvenomous snakes over 2 feet in length, tigers, lions, wolves, coyotes, bears, hyenas, leopards, panthers, cheetahs, monkeys, and apes, nor livestock may be kept, raised or bred on the Properties. Pets shall not be unattended on screened porches, lanais or in garages.

Section 8.14 of the Declaration shall be amended to read as follows:

8.14 Outdoor Equipment: All garbage and trash containers, oil tanks, bottler gas tanks, swimming pool equipment, housing and sprinkler pumps and other such outdoor equipment must be placed underground or placed in sight screened areas so that they shall not be readily visible from any adjacent streets or properties. Otherwise Screening may be done through adequate landscaping shall be installed and maintained around these facilities or through visual barriers installed around these facilities or by installation of visual barriers. Visual barriers shall: 1) extend no more than 7 feet from the exterior wall of the residence; 2) may be no more than a total of 25 lineal feet in length; and, 3) must be approved by the ARC committee prior to installation. Visual barriers shall not be white plastic. A residence may have no more than 2 visual barriers erected on the lot.

Section 8.15 of the Declaration shall be amended to read as follows:

8.15 Walls, ~~and Fences~~ and Vegetation Screens. ~~No wall or fence shall be constructed on any Parcel except pool fences. Fences are allowed on all lots except for lots that are adjacent to a lake, in which case fences may only be used to enclose a pool which are required in order to comply with applicable governmental regulations. In no event may a pool screen enclosure extend beyond the boundaries of a pool patio to encompass yard area, notwithstanding what is permitted by the applicable governmental regulations regarding pool enclosures. Walls, fences and vegetation screens must meet the following criteria:~~

(A) All wall, fence and pool enclosures must be approved by the Architectural Review Committee (ARC), pursuant to Section 4 of this Declaration, prior to installation. A dimensioned drawing showing the location of the fence, gates,

vegetation screen and type of vegetation must be submitted to the ARC committee.

(B) Fences shall be a maximum of 52 inches high measured from the existing lot grade. Owners are not permitted to build a berm or raise the grade of the existing lot in order to avoid this requirement.

(C) Fences shall be screened from view of adjacent properties and the street with an appropriate plant hedge material, except a maximum of 2 gates may be unscreened by vegetation. One gate opening may be maximum 6 feet in width and the other a maximum of 4 feet in width. The vegetation screening shall meet the following criteria.

1. A minimum of 10 gallon plants with a height at the time of planting of no less than 4 feet tall shall be installed. Plants shall fully screen the fence at the time of planting.

2. In the event the vegetation screen dies or is damaged so the fence is exposed, the owner shall, within 6 months notice from the Association, replace the vegetation and comply with the above screening requirement.

3. In order to maintain the vegetation screen, the vegetation screen shall be a minimum of 3 feet from the property line. Screening can be placed closer upon a mutual agreement with the owner of the neighboring property. The owner is responsible to maintain both sides of the vegetation screen and the space up to the property line.

(D) If any of the provisions of Paragraph (C) above are not met, the homeowner shall immediately remove the fence. Upon restoration or installation of an appropriate vegetation buffer the homeowner may reinstall the fence.

(E) Fences shall be maintained in good physical repair at all times. This includes but is not limited to the repair of: broken posts, bent posts, broken pickets, missing pickets, a leaning fence, and sagging gates.

(F) Fences shall be maintained in good cosmetic condition at all times. This includes but is not limited to the immediate removal of: mold and mildew, stains and discolorations, rust and corrosion and peeling paint or finish.

(G) Fences shall be a vertical picket type, in black or dark bronze, and shall be made of aluminum, steel, iron, or other metal.

(H) Fences shall only be installed on the rear portion of a lot, which is defined in the following manner:

Standard Lot: The rear portion of the lot is the part of the yard from the rear corners of the home extending parallel to the back wall of the home

at the corner, to the side property line and then following the side property line to the back property line.

Corner lot: The rear portion of the lot is the part of the yard from the rear corners of the home extending parallel to the back wall of the home at the corner, to the side property line and then following the side property line to the back property line. Except that the vegetation buffer must be at least 6 ft from any sidewalk or road. In the ARC's sole discretion, corner lots may have a fence in the side yard where it is not practical for the fence to be in the rear portion.

(I) Invisible or electronic pet fences shall keep pets a minimum of 6 feet from adjacent properties and 6 feet minimum from sidewalks and streets. These fences do not need to have a vegetation screen. An ARC request and dimensioned drawing shall be submitted for approval prior to installation.

(J) Lots that are adjacent to lakes ("lake lots") are not permitted to have a fence. Vegetation may be planted on lake lots along the property line in compliance with paragraph (C) above. Vegetation screening is to be evaluated on a case by case basis by the ARC to ensure that vegetation does not obstruct an adjacent owner's view of the lake. Vegetation screening shall not be planted within 20 feet of the rear property line, as measured by a survey. The vegetation screening shall not protrude past the front of the home.

Section 8.21 of the Declaration shall be amended to read as follows:

8.21 Play Equipment. A swing set, playhouse, tree house or other play equipment less than twelve (12) feet in height may be permitted so long as it is located in the backyard or rear portion of the Parcel, which is determined as the rear portion from the perspective of the front facing side of the Home, and is specifically approved as to location, screening, size, shape, color, material and other relevant factors. The ARC has the sole discretion to disapprove such play equipment on Aesthetic grounds. Such play equipment must be maintained in good condition and appearance or the Board may order its removal.

"Other play equipment," shall expressly exclude basketball hoops or basketball goals, and any swing, which is installed in or on a tree. Basketball hoops or basketball goals, and any swing, which is installed in or on a tree, are permitted on lots within the neighborhood without the necessity of the owner receiving permission from either the Board of Directors or the Architectural Review Committee. Any other equipment, that may be defined or believed to be, in the sole discretion of the Board of Directors, play equipment, must comply with Section 8.21, and all other applicable provisions, of the Amended and Restated Declaration of Protective Covenants, or must receive written

permission, from either the Board of Directors or the Architectural Review Committee, to be permitted on a lot within the neighborhood.

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