

PREPARED BY:
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#1

**CERTIFICATE OF AMENDMENT OF THE MASTER DECLARATION OF
COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE
PRESERVE AT CORKSCREW**

THE UNDERSIGNED being the President THE PRESERVE AT CORKSCREW MASTER ASSOCIATION, INC., a Florida non-profit corporation, does hereby certify that the attached Amendments to the Declaration of Covenants, Conditions, Easements and Restrictions for The Preserve at Corkscrew originally recorded in at Instrument Number 2012000094216 *et seq.*, of the Public Records of Lee County, Florida was duly approved, adopted and enacted by the affirmative vote of the proper percentage of voting interests in the Association at a members meeting called for that purpose at which a quorum was present held on the 27th day of August, 2015. Dated this 27th day of August 2015.

WITNESSES:

(Sign) Gerard B. Benjamin

(Print) GERARD B. BENJAMIN

(Sign) Donald Lozzi

(Print) DONALD LOZZI

THE PRESERVE AT CORKSCREW
MASTER ASSOCIATION, INC.

BY: Louis Frattarelli
President of the Association
Louis Frattarelli

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 27th day of August 2015 by Louis Frattarelli, as President of THE PRESERVE AT CORKSCREW MASTER ASSOCIATION, INC., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced _____ as identification and did take an oath.

NOTARY PUBLIC:

Elizabeth Hillman
STATE OF FLORIDA (SEAL)

My Commission Expires:



AMENDMENT

TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR THE PRESERVE AT CORKSCREW

Amendment No. 1 to Declaration.

(NOTE: Additions are shown in underlined text and deletions are shown in ~~struck-through text~~)

~~4.11. Initial Contribution—The Developer reserves the right to collect from each Owner, at the time such Owner acquires title to a Unit or Parcel, a one time initial contribution equal to \$1,000.00, which contribution may be paid by the Developer to the Association, or may be retained by the Developer in the Developer's sole and absolute discretion, for use by the Developer for any purpose it deems necessary or appropriate including, but not limited to, the funding of the day to day operational expenses of the Association, the funding of any deficit to the Association, or the acquisition of additional equipment and/or services. The initial contributions is not an Assessment and shall not be considered as an advance payment of Assessments, nor a reserve, and Developer shall have the exclusive right to designate the use of initial contributions, including after turnover of the Association.~~

24.14. Working Capital Contribution. The purchaser of each Unit, at the time of closing the conveyance from seller to purchaser, shall pay to the Association a working capital contribution. The amount of the working capital contribution shall be as determined by the Board of Directors of the Association but shall in no event be greater than two thousand dollars (\$2,000.00). The funds derived from the working capital contribution shall be used at the sole discretion of the Board of Directors as needed to meet necessary and proper Association expenses. The working capital contribution, together with interest, costs and reasonable attorney's fees, shall be the personal obligation of the purchaser of the Unit and shall also be a charge against the Unit secured by a continuing lien upon the Unit. Said lien may be foreclosed in the same manner as provide herein for an assessment lien. For purposes of this Section, the term "conveyance" shall mean the transfer of record legal title to a 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. The foregoing notwithstanding the term "conveyance" does not refer to a transfer of title to the holder of a first mortgage resulting from a foreclosure sale or deed in lieu of foreclosure, a transfer to a devisee as the result of a death of the transferee, nor to a transfer of title to the transferor's spouse without changing occupancy, solely for estate planning or tax reasons. Notwithstanding the foregoing, this amendment shall not apply to those Units for which a fully executed bonafide contract for sale exists on the day this amendment is recorded in the public record of Lee County, Florida and for which the closing date has been scheduled for no later than 90 days from the date of recording this amendment in the public record of Lee County, Florida.