

**CERTIFICATE OF AMENDMENT**

INSTR # 2009000333217, Pages 2  
Doc Type RES, Recorded 12/16/2009 at 10:32 AM,  
Charlie Green, Lee County Clerk of Circuit Court  
Rec. Fee \$18.50  
Deputy Clerk JCASOLA  
#1

THE UNDERSIGNED, being the duly and acting President of Palmira Golf and Country Club Master Homeowners Association, Inc., a Florida corporation not for profit, hereby certifies that at a meeting of the members held on July 21, 2009, where a quorum was present, after due notice, and the resolution set forth below was duly approved by the vote indicated for the purpose of amending the Declaration of Protective Covenants, Restrictions and Easements for Palmira Golf and Country Club, as originally recorded in O.R. Book 3394 at Pages 0609 *et seq.*, Public Records of Lee County, Florida.

The following resolution was duly approved by the affirmative vote of a majority of all votes which the Representatives are collectively entitled to cast in accordance with the terms and provisions contained in the Articles; together with the approval or ratification of a majority of the Board.

*(for use by Clerk of Court)*

RESOLVED: That the Declaration of Protective Covenants, Restrictions and Easements for Palmira Golf and Country Club be amended and the amendment is adopted in the form attached hereto, and made a part hereof.

Date: August 15, 2009

**PALMIRA GOLF AND COUNTRY CLUB  
MASTER HOMEOWNERS ASSOCIATION, INC.**

(1) Susan Palmer  
Witness  
Print Name: SUSAN PALMER

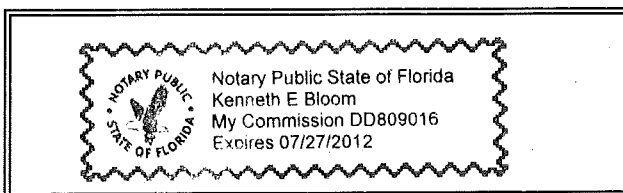
By: Robert J. Wyant  
Robert J. Wyant, President  
28391 Via Odanti Drive  
Bonita Springs, FL 34135

(2) Theresa DeRoy Berry  
Witness  
Print Name: Theresa DeRoy Berry

(CORPORATE SEAL)

**STATE OF FLORIDA  
COUNTY OF LEE**

The foregoing instrument was acknowledged before me this 15 day of Aug, 2009 by Robert J. Wyant, as President of the aforementioned Corporation, on behalf of the Corporation. He is personally known to me or has produced as identification.



KCB  
Signature of Notary Public

*This instrument prepared by Robert E. Murrell, Esq., Samouce, Murrell & Gal, P.A., 5405 Park Central Court, Naples, FL 34109.*

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

**AMENDMENT TO THE**  
**DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS**  
**FOR**  
**PALMIRA GOLF AND COUNTRY CLUB**

The Declaration of Protective Covenants, Restrictions and Easements for Palmira Golf and Country Club shall be amended as shown below:

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

A new Paragraph G. shall be added to Article VI of the Declaration to read as shown below:

G. Resale Contribution Assessments.

The transferee (new owner) shall pay a Resale Contribution Assessment upon the transfer or conveyance of any Dwelling Unit or Lot. The amount of the Resale Contribution Assessment shall be one thousand dollars (\$1,000.00). The due date for payment of the Resale Contribution Assessment shall be the date of closing of the conveyance. Payment of the Resale Contribution Assessment shall be the legal and personal obligation of the transferee (new owner). The funds derived from the Resale Contribution Assessment shall be the property of the Master Association and may be used at the discretion of the Board of Directors for any purpose permitted by the Governing Documents or Florida law. For purposes of this Section, the term "conveyance" shall mean the transfer of record legal title to a Dwelling Unit or 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. The following conveyances (or agreement for deed) shall be exempt from paying a Resale Contribution Assessment: (i) by a co-owner to any person who was a co-owner immediately prior to such conveyance; (ii) to a trustee or the owner's spouse, solely for estate planning or tax reasons; (iii) occurring due to the death or legal incapacity of the owner; and (iv) to a mortgage holder, the Master Association or a Neighborhood Association pursuant to a foreclosure sale or deed in lieu of foreclosure. However, upon reconveyance that occurs following the exempt conveyances described in (i) through (iv) above, the Resale Contribution Assessment shall be due and payable. Resale Contribution Assessments shall be collected in accordance with Article VI as if they were an assessment.