

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly and acting President of Napa Ridge Homeowners Association, Inc., a Florida corporation not for profit, hereby certifies that at a meeting of the members held on January 9, 2021, where a quorum was present, after due notice, the resolutions set forth below were approved by the vote indicated for the purpose of amending the Amended and Restated Declaration of Neighborhood Covenants, Conditions, and Restrictions, commonly referred to as Napa Ridge, originally recorded at O.R. Book 1353, Page 1321 *et seq.*, and subsequently amended and restated at O.R. Book 5267, Page 3561, *et seq.*, of the Public Records of Collier County, Florida.

1. The following resolutions were approved by the requisite vote of the membership

RESOLVED: That Section 7.7 of the Declaration for Napa Ridge is hereby amended and the amendment is adopted in the form attached hereto, and made a part hereof.

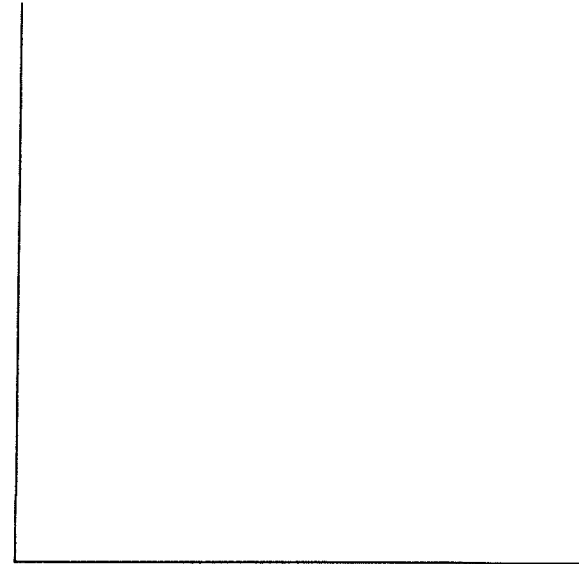
RESOLVED: That Section 9.2 of the Declaration for Napa Ridge is hereby amended and the amendment is adopted in the form attached hereto, and made a part hereof.

RESOLVED: That Section 9.10 of the Declaration for Napa Ridge is hereby amended and the amendment is adopted in the form attached hereto, and made a part hereof.

Date: January 29, 2021

(1) Carol Tikel
Witness
Print Name: Carol Tikel

(2) H. P. [Signature]
Witness
Print Name: H. P. [Signature]



(for use by Clerk of Court)

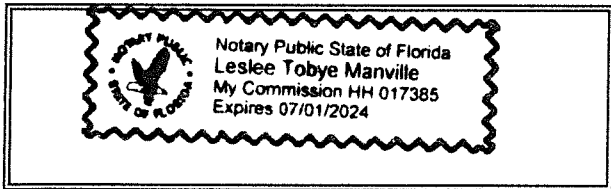
NAPA RIDGE HOMEOWNERS ASSOCIATION, INC.

By: Barbara Hebert
Barbara Hebert, President
C/o Newell Property Management
5435 Jaeger Rd., #4
Naples, Florida 34109

(CORPORATE SEAL)

**STATE OF FLORIDA
COUNTY OF COLLIER**

The foregoing instrument was acknowledged before me this 29 day of January, 2021, by Barbara Hebert, President of the aforementioned Corporation, on behalf of the Corporation. She is personally known to me or has produced FL ID as identification.



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

[Signature]
Signature of Notary Public

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
NEIGHBORHOOD COVENANTS, CONDITIONS AND RESTRICTIONS FOR LOT 3,
THE VINEYARDS TRACT ONE - F UNIT ONE AS RECORDED IN PLAT BOOK 14,
PAGES 96 AND 97, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA**

COMMONLY KNOWN AND REFERRED TO AS NAPA RIDGE

The Amended and Restated Declaration of Neighborhood Covenants, Conditions and Restrictions shall be amended as shown below:

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

Section 7.7 of the Declaration is amended to read as follows:

7.7 Motor Vehicles and Boats. No maintenance or mechanical repairs of vehicles or boats is permitted on the properties outside of garages except in an emergency. No boats, ATV's, swamp buggies, dune buggies, go cars, golf carts, wave runners, jet skis, motorcycles, mopeds, trailers, motor homes, travel trailers, campers, recreational vehicles, pick-up trucks, or commercial vehicles shall be parked anywhere on the properties outside of garages for more than eight (8) hours unless the vehicle is on the premises to provide services to an Owner or the Homeowners' Association. As used herein the term "commercial vehicle" means trucks and other vehicles which are used for business purposes including but not limited to, any vehicle which displays a company name or logo on its exterior, is adorned with signs, flags, advertisements or any type of lettering or graphic of a commercial nature or any vehicle with racks, ladders, staging, or other equipment or attachments of a commercial nature, including supplies used for commercial purposes, on or visible in the vehicle. Additionally, and notwithstanding the foregoing, any vehicle, by whatever name designated, which is used for transporting goods, equipment or paying customers shall be considered a commercial vehicle regardless of any definition found elsewhere to the contrary. Further, any vehicle, whether commercial or non-commercial, with body parts such as the hood, door, quarter panel, bumper or bed removed shall be placed in a garage so that it is not readily visible from any adjacent street or Lot. The Board may adopt rules and regulations from time to time consistent with this paragraph and including, but not limited to, regulations regarding size, weight, type, and place and manner of operation and parking of vehicles in the Homeowners' Association.

Parking of any vehicle on the streets between the hours of 12:00 a.m. and 6:00 a.m. is prohibited.

The Homeowners' Association is authorized to tow or place a disabling "boot" on any vehicle violating this Section 7.7, the rules or regulations, a law or any other restriction contained in the governing documents and the cost of towing and/or booting shall be the obligation of the Owner of the vehicle.

Section 9.2 of the Declaration is amended to read as follows:

9.2 Term of Lease and Frequency of Leasing. No Lot/Home may be leased more often than one (1) ~~two (2)~~ times in any calendar year, with the minimum lease term being three (3) months and the maximum lease term being twelve (12) months. A lease term less than three (3) months is prohibited including short term rentals through Airbnb, VRBO or other similar short-term rental

services. For purposes of this restriction, the first day of occupancy under the lease shall conclusively determine in which year the lease occurs. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. At the expiration of the lease term, in any one calendar year, if the Owner intends to enter into another lease with the existing tenant in a subsequent calendar year, the Owner shall submit an application for approval of the lease as required by Section 9.1 of this Declaration. There shall be no continuation or renewal of an annual lease without Board approval. However, the Board may, in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed.

A new Section 9.10 shall be added to Declaration to read as follows:

9.10 Prohibition on Leasing. Notwithstanding Section 9 of this Declaration, an Owner is prohibited from leasing his Lot/Home for a period of twenty-four (24) months from the date of the recording of such document showing the transfer or conveyance of the property to the Owner. This section shall not apply to any Lot/Home transferred due to devise or inheritance.