

CERTIFICATE OF AMENDMENT
OF
AUGUSTA FALLS HOMEOWNERS ASSOCIATION, INC.

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members of Augusta Falls Homeowners Association, Inc., on March 24, 2010 held at the Vineyards Community Center, Naples, FL at 6:00 p.m., by a vote of not less than two-thirds (2/3) of all owners present in person or by proxy and casting votes the Declaration of Covenants, Conditions and Restrictions for Augusta Falls Homeowners Association, Inc., as originally recorded in the Public Records of Collier County, Florida at O.R. Book 2323, Page 2821, et. seq., were amended as follows:

1. The Declaration of Covenants, Conditions and Restrictions for Augusta Falls Homeowners Association, Inc., is hereby amended in accordance with the Exhibit A attached hereto and incorporated herein.

IN WITNESS WHEREOF, Augusta Falls Homeowners Association, Inc., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 31st day of March, 2010.

AUGUSTA FALLS HOMEOWNERS
ASSOCIATION, INC.
a Florida not-for-profit corporation

By: _____

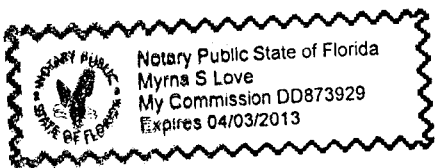
[Handwritten Signature]
Secretary attest

Deanna Cole
Witness #1: Deanna Cole
(print name)

Deanna Galli
Witness #2: Deanna Galli
(print name)

COUNTY OF COLLIER STATE OF FLORIDA
The foregoing instrument was acknowledged before me this 31st day of March, 2010 by Timothy Surlas, President of Augusta Falls Homeowners Association, Inc., who is personally known to me or who has produced _____ (type of identification) as identification and who did not take an oath.

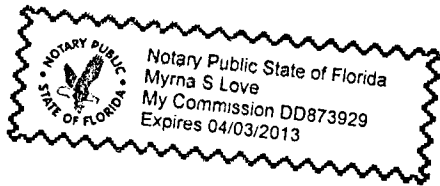
Myrna S. Love
Notary Public 4-3-13
myrna S. Love



State of Florida
County of Collier

The foregoing instrument was acknowledged before me on this 31st
day of March, 2010 by Susan Tenelika, Secretary of
Augusta Falls Homeowners Association, Inc., who is personally known to me or
who provided _____ (type of identification) as
identification.

(SEAL)



Myrna S. Love
Notary Public
Print name Myrna S. Love
My commission expires: 4-3-13

EXHIBIT A

(additions are shown by underlining, deletions are shown by ~~strikethrough~~)

9. GENERAL COVENANTS AND USE RESTRICTIONS.

* * *

9.3 Leasing. An owner may not lease his Unit without prior Association approval, All leases are subject to the following restrictions and conditions:

(i) The lease must be written and subject to Association approval, ~~and~~. A ~~fully-executed~~ copy must be provided to the Association not less than twenty (20) ~~three (3)~~ days before the beginning of the proposed lease term, together with an application and such other information about the tenants as the Board may reasonably require.

(ii) No Unit may be leased or rented for a term of less than thirty (30) consecutive days.

(iii) No subleasing or assignment of lease rights is allowed. All of the provisions of the Augusta Falls Documents and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit as a lessee or guest to the same extent as against an owner, and a covenant on the part of each occupant to abide by the rules and regulations of the Association as the Owner's agent, with the authority to terminate any lease and evict the tenant in the vent of violations by the tenant of such covenant, shall be deemed to be included in every lease whether oral or written, and whether specifically expressed in such lease or not.

(iv) After the required notice and all information or interviews requested have been provided, the Board shall have ten (10) business days in which to approve or disapprove the proposed lease. If the Board neither approves nor disapproves within that time, its failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a written letter of approval to the Owner. A proposed lease shall be disapproved only if a majority of the whole Board so votes, and in such case the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, the following:

(1) the Owner is delinquent in the payment of assessments at the time the application is considered;

(2) the Owner has a history of leasing his property without obtaining approval, or leasing to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his property;

(3) the real estate company or rental agent handling the leasing transaction on behalf of the Owner has a history of screening lessee applicants inadequately, recommending undesirable lessees, or entering into leases without prior Association approval;

(4) the application on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable;

(5) the prospective lessee has been convicted of a felony involving violence to persons or property, a felony involving sale or possession of a controlled substance, or a felony demonstrating dishonesty or moral turpitude;

(6) the prospective lessee has a history of conduct which evidences disregard for the rights and property of others;

(7) the prospective lessee evidences a strong probability of financial irresponsibility;

(8) the lessee, during previous occupancy, has evidenced an attitude of disregard for the Association rules;

(9) the prospective lessee gives false or incomplete information to the Board as part of the application procedure, or the required transfer fees and/or security deposit is not paid; or

(10) the Owner fails to give proper notice of his intention to lease his unit to the Board as required herein.

If proper notice is not given, the Board at its election may approve or disapprove the lease. Any lease entered into without approval may, at the option of the Board be treated as a nullity, and the Board shall have then power to have the lessee removed with three (3) days notice to the lessee without securing consent to such ejection from the Owner.

(v) The Association may collect the rent directly from a tenant if the owner of the property for which the charge or assessment is delinquent is being rented and the owner is delinquent in excess of 90 days. Any rent money collected by the Association shall be used to offset the assessments not being paid. Any remaining rent money shall be remitted to the owner only when the owner becomes current in the charges or assessments and a satisfaction of the claim of lien has been recorded, if applicable.

THE DECLARANT MAKES NO REPRESENTATION OR WARRANTIES REGARDING THE FINANCIAL FEASIBILITY OR RENTING OR THE INCOME TO BE DERIVED THEREFROM. ANY OWNER WHO DESIRES OR INTENDS TO RENT HIS LIVING UNIT MUST INDEPENDENTLY DETERMINE AND ASSUME RESPONSIBILITY FOR THE FEASIBILITY OF RENTING, AND SHOULD CONSULT HIS OWN ADVISOR WITH RESPECT TO THE TAX CONSEQUENCES AND ECONOMIC ADVANTAGES OF OWNERSHIP.

Return to:
Edward A. Sager
1083 Augusta Falls Way
Naples, FL 34119-1361
(239) 352-8202

Retn:
EDWARD A SAGER
1083 AUGUSTA FALLS WAY
NAPLES FL 34119 1361

SECOND AMENDMENT TO THE BYLAWS FOR AUGUSTA FALLS HOMEOWNERS ASSOCIATION

This Amendment is made this 20th day of March, 2008 by Augusta Falls Homeowners Association, Inc., a Florida Corporation ("the Association") for itself and its successors and assigns.

WHEREAS, the Bylaws of Augusta Falls Homeowners Association (the "Bylaws") were recorded in the Official Records of Collier County, Florida, O.R. Book 2323, Page 2857, et seq on June 18, 1997.

WHEREAS, the Association has the right under Section 8 of the Bylaws to amend the Bylaws and wishes to amend the Bylaws.

WHEREAS, at least two-thirds of the members of the Association present and voting at a special meeting of the Association on March 20, 2008 approved the amendment of the Bylaws set forth immediately below.

NOW THEREFORE, the Association hereby amends paragraphs 4.1, 4.4, and 6.8 of the Bylaws as shown below, wherein new words are shown underlined and deleted words are shown stricken:

1. Amended paragraph 4.1 of the Bylaws reads as follows:

4.1 Number and Terms of Service. The Board of Directors shall consist of five (5) ~~three (3)~~ Directors. In order to provide for a continuity of experience by establishing a system of staggered terms of office, the existing three-person Board of Directors shall appoint two (2) additional Directors, each for a term of less than one (1) year in the first election in which owners other than the Developer elect a majority of the Directors, the two (2) candidates receiving the highest number of votes shall each be elected for a term which expires at the final adjournment of the annual meeting at which his successor is to be elected. The candidate receiving the next highest number of votes shall be elected for a term which expires at the final adjournment of the next annual meeting. Thereafter, all Directors shall continue to be elected for two (2) year terms, ending at the final adjournment of the annual meeting at which successors are to be duly elected or at such other time as may be provided by law. Directors shall be elected by the members as described in Section 4.3 below, or in the case of a vacancy, as provided in 4.4 below.

2. Amended paragraph 4.4 of the Bylaws reads as follows:

4.4 Vacancies on the Board. If the office of any Director becomes vacant for any reason including disability, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor to fill the remaining unexpired term.

3. Amended paragraph 6.8 of the Bylaws reads as follows:

6.8 Financial Reporting. The Association shall prepare an annual financial report within ninety (90) ~~sixty (60)~~ days after the close of the fiscal year. The Association shall, within 21 ~~ten (10)~~ business days after the report is prepared, but not later than 120 days after the end of the fiscal year, provide each member with a copy of the report, or a written notice that a copy of the financial report is available upon request at no charge to the member. The financial report must consist of either:

(A) Financial statements presented in conformity with generally accepted accounting principles as adopted by the Board of Accountancy; or

(B) A financial report of actual receipts and expenditures, cash basis, which report must show:

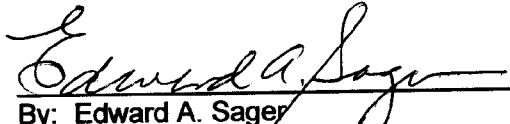
(1) The amount of receipts and expenditures by classification including, but not limited to, costs for security, professional and management fees and expenses, taxes, costs for recreation facilities; expense for refuse and utility services; expenses for lawn care; costs for building maintenance and repair; insurance costs; administration and salary expenses; and reserves; and

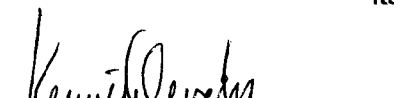
(2) The beginning and ending cash balances of the Association.

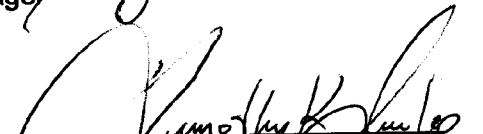
4. All other terms and conditions contained in the Bylaws shall remain in full force and effect, except as may be contrary to the above in which case the above shall control.

IN WITNESS WHEREOF, the Association does hereby execute this Amendment through its undersigned duly authorized officer.

AUGUSTA FALLS HOMEOWNERS ASSOCIATION, INC.


By: Edward A. Sager
Its: President


Witness: Kenneth F. Cleverly
KENNETH CLEVERLY


Witness: Robert O. Asher
TIMOTHY K. SULLAS

STATE OF FLORIDA
COUNTY OF COLLIER

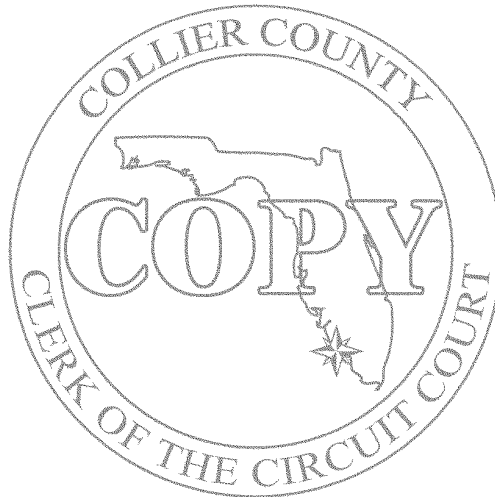
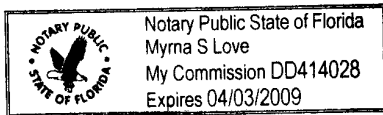
On this 20th day of March, 2008, before me, personally appeared
Edward A. Sager as President of Augusta Falls Homeowners Association, Inc., who

is personally known to me

provided a Florida Driver's License as identification,

And he acknowledged that he executed the foregoing instrument on behalf of the
corporation for the purposes expressed therein.

Myrna S. Love
Notary Public



Return to;
Edward A. Sager
1083 Augusta Falls Way
Naples, FL 34119-1361

Retn:
EDWARD A SAGER
1083 AUGUSTA FALLS WAY
NAPLES FL 34119 1361

**FOURTH AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR AUGUSTA FALLS**

This Amendment is made this 20th day of March, 2008, by Augusta Falls Homeowners Association, Inc., a Florida Corporation (the "Association") for itself and its successors and/or assigns.

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Augusta Falls (the "Declaration") were recorded in the Official Records of Collier County, Florida, O.R. Book 2323, Page 2821, et seq. on June 18, 1997.

WHEREAS, the Association has the right under Paragraphs 15.2 and 15.3 of the Declaration to amend the Declaration and wishes to amend the Declaration.

WHEREAS, at least two-thirds of the members of the Association present and voting at an annual meeting of the Association on March 20, 2008 approved the amendment of the Declaration set forth immediately below.

NOW, THEREFORE, the Association hereby amends the Declaration as follows:

1. Amended paragraph 11.3 reads as follows:

11.3 Suspension of Common Area Use Rights; Fines. The Association may suspend, for a reasonable period of time, the rights of a member or a member's tenants, guests, or invitees, or both, to use the common areas and facilities. The Association may also levy reasonable fines not to exceed \$50 \$100 per violation, against any member or any tenant, guest, or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$1,000 in the aggregate unless otherwise provided in the governing documents. A fine shall not become a lien against a parcel. In an action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the nonprevailing party as determined by the court.

(i) A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a hearing panel of at least three (3) members, appointed by the Board, who are not officers, Directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, Director, or employee. If the panel, by majority vote (which may be taken by secret ballot), does not approve a proposed fine or suspension, it may not be imposed.

(ii) The requirements of this Section do not apply to the imposition of suspensions or charges upon any member because of the failure of the member to pay assessments or other charges when due, if such action is authorized by the governing Documents.

(iii) Suspension of common area use rights shall not impair the right of an owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park.

(iv) Collection of Fines. A fine shall be treated as a special charge due to the Association ten (10) days after written notice from the Association to the owner of the imposition of the fine. If not paid by the due date, the fine shall accrue interest at the highest rate allowed by law, and may itself be the subject of a late payment fee.

(v) Application. All monies received from fines shall become part of the common surplus.

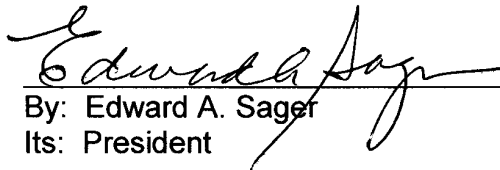
(vi) Nonexclusive Remedy. Fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending owners shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover at law from such owner.


(vii). The Association may suspend the voting rights of a member for the nonpayment of regular annual assessments that are delinquent in excess of 90 days.


2. All other terms and conditions contained in the Declaration shall remain in full force and effect, except as they may be contrary to the above in which case the above shall control.

IN WITNESS WHEREOF, the Association does hereby execute this Amendment through its undersigned, duly authorized officer.

AUGUSTA FALLS HOMEOWNERS ASSOCIATION, INC.


By: Edward A. Sager
Its: President


Witness: KENNETH CLEVERLY


Witness: Timothy K. Surles

STATE OF FLORIDA

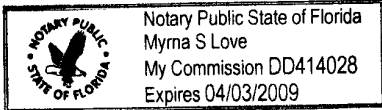
COUNTY OF COLLIER

On this *20th* day of *March*, 2008, before me, personally appeared Edward A. Sager as President of Augusta Falls Homeowners Association, Inc., who:

is personally known to me

provided a Florida Driver's License as identification,.

and he acknowledged that executed the foregoing instrument on behalf of the Association for the purposes expressed therein.



Myrna S. Love
Notary Public



CERTIFICATE OF AMENDMENT
TO THE BYLAWS OF
AUGUSTA FALLS HOMEOWNERS ASSOCIATION, INC.

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members of Augusta Falls Homeowners Association, Inc., on March 14, 2018 held at the offices of Resort Management, 2685 Horseshoe Drive, #215, Naples, FL 34104, by a vote of not less than two-thirds (2/3) of all owners present in person or by proxy and casting votes the Bylaws of Augusta Falls Homeowners Association, Inc., as originally recorded in the Public Records of Collier County, Florida at O.R. Book 2323, Page 2857, et. seq., were amended as follows:

1. The Bylaws of Augusta Falls Homeowners Association, Inc., are hereby amended in accordance with the Exhibit A attached hereto and incorporated herein.

IN WITNESS WHEREOF, Augusta Falls Homeowners Association, Inc., has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 27th day of JUNE, 2018.

AUGUSTA FALLS HOMEOWNERS
ASSOCIATION, INC.
a Florida not-for-profit corporation

By: _____

Marie Pletnick
Witness #1: Marie Pletnick
(print name)

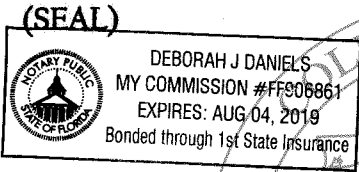
Elizabeth A. Schmelzle
Witness #2: ELIZABETH A. SCHMELZLE
(print name)

George Dege
Secretary attest

COUNTY OF Collier
STATE OF Florida

The foregoing instrument was acknowledged before me this 27 day of June, 2018 by Luanda Carneiro, President of Augusta Falls Homeowners Association, Inc., who is personally known to me or who has produced _____ (type of identification) as identification and who did not take an oath.

Deborah J Daniels
Notary Public
Print Name: Deborah J Daniels



State of Florida
County of Collier

The foregoing instrument was acknowledged before me on this 27 day of June, 2018 by George Schmelz, Secretary of Augusta Falls Homeowners Association, Inc., who is personally known to me or who provided driver license (type of identification) as identification.

Deborah J Daniels
Notary Public
Print name Deborah J Daniels

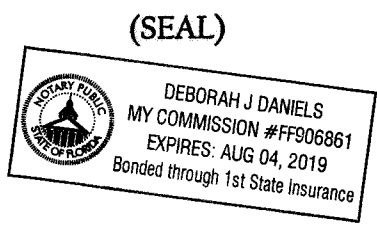


EXHIBIT A

(additions are shown by underlining and deletions are shown by ~~striketrough~~)

4. BOARD OF DIRECTORS. The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to approval or consent of the members only when specifically required.

4.1 Number and Terms of Service. The Board of Directors shall consist of ~~five (5)~~ three (3) Directors. ~~In order to provide for a continuity of experience by establishing a system of staggered terms of office, the existing three-person Board of Directors shall appoint two (2) additional Directors, each for a term of less than one (1) year which expires at the final adjournment of the next annual meeting. Thereafter, a~~ In order to institute a system of staggered terms, the two (2) Directors receiving the most votes in 2019 shall serve two (2) year terms, and the Director receiving the least votes shall serve a one (1) year term; in the event there is no election, the Directors shall draw lots to decide which Director shall serve which term. Thereafter, all Directors shall continue ~~to be~~ to be elected for two (2) year terms, with each term ending at the final adjournment of the annual meeting at which successors are to be duly elected or at such other time as may be provided by law.

Directors shall be elected by the members as described in Section 4.3 below, or in the case of a vacancy, as provided in 4.4 below.