

This instrument was prepared
by and after recording return to:
Jennifer A. Cachon, Esq.
Conroy, Conroy & Durant, P.A.
2210 Vanderbilt Beach Road, Suite 1201
Naples, FL 34109
(239) 649-5200

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**CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR WARM SPRINGS**

Pursuant to Section 14.2 of the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WARM SPRINGS, recorded in Official Records Book 5236, Page 2194, of the Public Records of Collier County, Florida (the "Declaration"), the attached Amendment to DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WARM SPRINGS has been executed by the Declarant, as defined in the Declaration.

Signed, sealed and delivered in the
presence of the following witnesses:

ARGO WARM SPRINGS, LP, a Florida
limited partnership formerly known as
ARGO WARM SPRINGS, LLLP, a Florida
limited liability limited partnership
BY: **Argo Warm Springs, LLC**, a Florida
limited liability company, its general
partner

Print Name: Jennifer A. Cachon

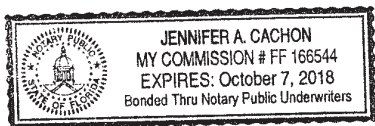
Lillian Medina

Print Name: Lillian Medina

By: Scott Bland
Scott Bland, Manager

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 13th day of January, 2017, by **Scott Bland as the Manager of Argo Warm Springs, LLC, a Florida limited liability company, as general partner of Argo Warm Springs, LP, a Florida limited partnership formerly known as ARGO WARM SPRINGS, LLLP, a Florida limited liability limited partnership**, on behalf of the company. He is personally known to me or has produced _____ as identification.



Notary Public Signature
Printed Name: Jennifer A. Cachon
Commission no.: _____
My Commission Expires: _____

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR WARM SPRINGS**

This Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Warm Springs (the "Amendment"), is made this 13th day of January, 2017, by the Declarant.

WHEREAS, the Declaration of Covenants, Conditions, Restrictions and Easements for Warm Springs, was recorded January 26, 2016 in Official Records Book 5236, Page 2194, Public Records of Collier County, Florida (the "Declaration"); and

WHEREAS, Declaration Section 14.2 provides that "For so long as there is a Class B Member, Declarant may amend this Declaration for any purpose without the consent of any other Person, by the recordation of an amendment thereto in the Public Records of Collier County, Florida, executed by Declarant only."; and

WHEREAS, Declarant's execution of this Amendment serves as its approval of the amendment and modifications to the Declaration as set forth herein.

NOW THEREFORE, pursuant to the foregoing, the Declaration is amended as follows (deleted language is indicated by striketrough type, and added language is indicated by underline type):

Paragraph 7.1(t) is hereby amended as follows:

(t) Leasing. ~~Leasing and rental of any Residence for a period of less than 30 days shall be prohibited and no Residence shall be permitted to be leased or rented more than twice a year. Each Owner shall advise the Association at least 15 days prior to the commencement of a lease/rental and provide the Association with a copy of the applicable lease, with contact information for the tenant. All leases and rentals of any Residence shall be subject to the following restrictions and conditions:~~

(i) The lease must be written, and a fully executed copy must be provided to the Association at least 15 days prior to the commencement of the lease term, together with such other information about the tenants as the Board of Directors may reasonably require.

(ii) No lease may be for a period of less than thirty (30) consecutive days.

(iii) No Residence shall be permitted to be leased or rented more than four (4) times per calendar year.

(iv) No more than six (6) overnight occupants are allowed in a leased Residence.

(v) No subleasing or assignment of lease rights is allowed.

All of the provisions of the Warm Springs Documents and the Rules and Regulations of the Association pertaining to use and occupancy of the Residences shall be applicable to and enforceable against any person occupying a Residence 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 and the provisions of the Warm Springs Documents, designating the Association as the Owner's agent, with the authority to terminate any lease and evict the tenant in the event 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.

Paragraph 9.4(b)(i) is hereby amended as follows:

(i) **Fences.** Notwithstanding anything herein to the contrary, no fence, wall or other similar structure shall be erected on any Lot without the prior approval of the ARB. Any fences erected on a Lot must ~~provide~~ include a gate no less than thirty six (36) inches wide to provide access for lawn maintenance. Any ~~privacy~~ fences approved by the ARB ~~for a Lot that is not adjacent to a water body must be no more than six feet (6') in height above the ground, composed of Almond PVC or black aluminum material and of the color as set forth in the guidelines and of the style and type approved by the ARB.~~ Notwithstanding the foregoing, any Lots abutting a water body will only be permitted to have non-privacy fences composed of black aluminum, no more than five feet (5') in height above the ground, and of the size, style and type approved by the ARB. Any Owner erecting a fence shall assume complete responsibility to maintain the fence, including, but not limited to, trimming any grass, ivy or other plants from the fence. In the event the ARB approves the installation of a fence, it shall also have the right to require installation of landscaping, also subject to the ARB's approval, at the time the fence is installed.

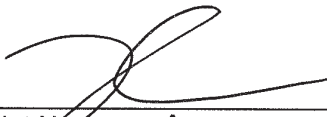
Notwithstanding that an Owner has obtained the approval of the ARB to install a fence or landscape materials, as provided hereinabove, such installation shall be at the Owner's sole risk so long as Declarant has not yet begun or is engaged in the construction of a Residence on an adjacent Lot. In the event such construction activity on an adjacent Lot causes damage to or destruction of such Owner's fence or landscape materials or any part thereof, the Owner on whose Lot the fence and/or landscaping has been damaged shall be required, at the Owner's expense, to repair or replace such fence and/or landscape materials in conformance with the requirements of the ARB's approval of the initial installation of the fence and/or landscape materials and Declarant shall have no liability for any such damage or destruction. Such repair or replacement shall commence as soon as construction on the adjacent Lot has been completed and shall be pursued to completion with due diligence. For purposes of this paragraph, the term "landscape materials" shall include landscape materials located on or adjacent to any property line of a Lot, including, by way of example and not of limitation, hedges, shrubs and trees, whether associated with a fence or not.

In accordance with Section 7.1(g) herein, all fences shall be reviewed for location of existing easements, impacts to the flow of drainage and impacts to surrounding areas. The Owner of a Lot, when installing any fence upon the Lot, shall comply with any and all laws, zoning ordinances, codes, rules and regulations of all applicable governmental bodies, as applicable, in addition to the ARB approval required by this Section.

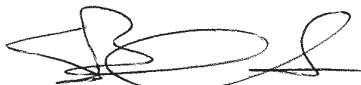
IN WITNESS WHEREOF, the Declarant has executed this Amendment on the year and date indicated.

Signed, sealed and delivered in the presence of the following witnesses:

ARGO WARM SPRINGS, LP, a Florida limited partnership formerly known as **ARGO WARM SPRINGS, LLLP**, a Florida limited liability limited partnership
BY: **Argo Warm Springs, LLC**, a Florida limited liability company, its general partner


Print Name: Jennifer A. Cachon


Print Name: Lillian Medina

By: 
Scott Bland, Manager

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 13th day of January, 2017, by **Scott Bland as the Manager of Argo Warm Springs, LLC, a Florida limited liability company, as general partner of Argo Warm Springs, LP, a Florida limited partnership formerly known as ARGO WARM SPRINGS, LLLP, a Florida limited liability limited partnership**, on behalf of the company. He is personally known to me or has produced _____ as identification.




Notary Public Signature
Printed Name: Jennifer A. Cachon
Commission no.: _____
My Commission Expires: _____