

Prepared by and return to:  
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**CERTIFICATE OF AMENDMENT**

**AMENDED AND RESTATED**  
**DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS**  
**FOR**  
**THE SHORES AT BERKSHIRE LAKES**

I HEREBY CERTIFY that the following amendments to the Declaration of Restrictions and Protective Covenants were duly adopted by the Association membership at the duly noticed meeting called for that purpose and held on the 16th day of March 2022. Said amendments were approved by a proper percentage of voting interests of the Association. The original Declaration of Restrictions and Protective Covenants including the legal description of the Collier County, Florida real property subject to this amendment was recorded at Official Records Book 2463, Page 0858, *et seq.* in the Public Records of Collier County, Florida. The Amended and Restated Declaration of Restrictions and Protective Covenants was recorded at Official Records Book 5646, Page 2905, *et seq.*, in the Public Records of Collier County, Florida.

**WITNESSES**

**THE SHORES AT BERKSHIRE LAKES MASTER HOMEOWNERS' ASSOCIATION, INC.,**  
A Florida not for profit corporation

*[Signature]*  
Signature of First Witness

John C. Ieronimo  
Printed Name of First Witness

*[Signature]*  
By: Tony Vaccarino  
Title: President

*[Signature]*  
Signature of Second Witness

MAEK BANNON  
Printed Name of Second Witness

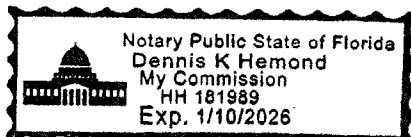
STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged [or if an affidavit "sworn to and subscribed"] before me, by means of  physical presence or  online notarization this 25th day of March 2022, by Tony Vaccarino, who  is personally known to me, or [ ] has produced \_\_\_\_\_ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this \_\_\_\_ day of March 2022.

(NOTARY STAMP/SEAL)

*[Signature]* (SEAL)  
Notary Public for the State of Florida  
Print Name: DENNIS K HEMOND  
My Commission Expires: 1-10-2026



**AMENDMENTS**  
**TO THE**  
**AMENDED AND RESTATED**  
**DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS**  
**FOR**  
**THE SHORES AT BERKSHIRE LAKES**

Additions are underlined  
Deletions are ~~stricken through~~.

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**Section 7.1 of the Declaration is hereby amended as follows:**

7.1 Maintenance by Owner. Each Owner shall maintain his Parcel and Unit, and all fixtures and appliances located therein in good condition and repair at all times. The yards and landscaping on all improved Parcels shall be neatly and attractively maintained, and shall be cultivated and planted to the extent required to maintain an appearance in harmony with other improved Parcels in the Property. During prolonged absence, an Owner shall arrange for the continued care and upkeep of his Parcel. An Owner shall not allow a condition to exist on his Parcel which will adversely affect any other Parcels or Units of other Owners. Garages shall be maintained in an orderly condition, and the storage of combustibles or explosives other than ordinary household materials is prohibited. Owners are also obligated to maintain, repair, and replace their private driveways, including any portion of the private driveway that may extend into the right of way tract. Each Owner is prohibited from painting or otherwise decorating or changing the appearance of his Unit except as permitted in the Declaration, or in any Rules and Regulations promulgated by the Master Board of Directors from time to time, or in any Architectural Guidelines promulgated by the ACC or the Master Board of Directors from time to time. ~~Each Owner shall maintain, repair or replace his/her mailbox, including the post, pursuant to prior written approval of the Master Board or ACC.~~ In the event a fence or wall (other than party walls addressed in Section 7.8 below, or walls and fences located entirely on a single Parcel) services more than one Parcel, each Owner shall maintain the surface or area of the fence or wall facing his Parcel, and in the event such a fence or wall needs repair or replacement, the cost thereof shall be shared on a prorata basis, based upon the number of lineal feet of the fence or wall on each Parcel served by such fence or wall.

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**Section 7.2 of the Declaration is hereby amended as follows:**

7.2 Maintenance by the Master Association. The Master Association shall be responsible for the maintenance, repair, and replacement of the Common Area and may, without any approval of the Owners being required, do any of the following:

(A) Reconstruct, repair, replace or refinish any improvement or portion thereof upon any such Common Area (to the extent that such work is not done by a governmental entity,

if any, responsible for the maintenance and upkeep of such area), including, without limitation, all mailboxes and mailbox posts. In connection with its obligation to maintain, repair, and replace mailboxes and mailbox posts, the Master Association may replace, refinish, or otherwise improve the mailboxes and/or mailbox posts at such intervals or times as deemed necessary or desirable by the Master Association's Board of Directors, in its sole and unfettered discretion, irrespective of whether the component has reached the end of its useful life;

(B) Construct, reconstruct, repair, replace, or refinish any portion of the Common Area used as a road, street, walk, and parking area (but not private driveways, which are the responsibility of the Owner);

(C) Replace injured and diseased trees or other vegetation in Common Areas, and plant trees, shrubs and ground cover to the extent that the Master Board deems necessary for the conservation of water and soil and for aesthetic purposes;

(D) Place and maintain upon any such Common Area such signs as the Master Board may deem appropriate for the proper identification, use and regulation thereof;

(E) Construct, maintain, repair and replace landscaped areas on any portion of the Common Area;

(F) Maintain any and all easement areas granted to the Master Association herein or on the Plat or in any other document, including but not limited to easements for access, open space, recreation, utilities, and drainage;

(G) Maintain the Surface Water Management System and any other portion of the Common Area used for drainage and retention;

(H) The Master Association shall be responsible for mowing and edging the lawns, for trimming landscaping, for fertilizing lawns and landscaping, and for maintenance of all irrigation systems upon all Parcels, except in The Preserve Condominium, as reasonably determined from time to time by the Master Association. All costs and expenses of the Master Association to provide such landscape maintenance and irrigation service shall be shared in equal amounts by Owners of the Parcels who receive such service, and the same shall be assessed by the Master Association to each such Parcel Owner as an Individual Parcel Assessment pursuant to Section 3.1(C) of this Declaration. All other maintenance responsibilities as to landscaping shall be provided by each Parcel Owner as set forth in Section 7.1 above; and

(I) Do all such other and further acts which the Master Board deems necessary to preserve and protect the Common Area and the appearance thereof, in accordance with the general purposes specified in this Declaration.

The Master Association is not responsible for the maintenance, repair or replacement of The Preserve Condominium's Common Elements, Association Property or Condominium Property as described in the Declaration of Condominium of The Preserve at the Shores at Berkshire Lakes, a Condominium, recorded at Official Records Book 2594, Page 1409, et. seq.,

Public Records of Collier County, Florida. However, The Master Association may contract with The Preserve to provide for the maintenance and management of certain of The Preserve's common elements (for example but without limitation or obligation, lawn and landscaping).

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**Section 7.5 of the Declaration is hereby amended as follows:**

7.5 Alterations and Additions. Funds necessary for material alterations or substantial additions to the Common Areas by the Master Association costing, in the aggregate, ~~Twenty Five Thousand Dollars (\$25,000)~~ 1.55 percent of the total annual budget of the Master Association, including reserves, or less may be levied by the Master Association upon approval by at least two-thirds (2/3) of the entire Board of Directors. Funds necessary for material alterations or substantial additions to the Common Areas by the Master Association costing, in the aggregate, more than ~~Twenty Five Thousand Dollars (\$25,000)~~ 1.55 percent of the total annual budget of the Master Association, including reserves, must be approved by at least a majority of the voting interests of the Master Association present in person or by proxy at a meeting of the Master Association at which a quorum is present.

[All other provisions remain unchanged.]