

Prepared by and returned to:

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CERTIFICATE OF AMENDMENT

AMENDED AND RESTATED DECLARATION OF CONDOMINIUM ARBOR TRACE, A CONDOMINIUM

I HEREBY CERTIFY that the following amendments to the Amended and Restated Declaration of Condominium for Arbor Trace, a Condominium were duly adopted by the Association membership at the duly noticed Special Members' Meeting of the Association on the 18th day of May 2022. Said amendments were approved by a proper percentage of voting interests of the Association. The original Declaration of Condominium for Arbor Trace, a Condominium is recorded at O.R. Book 1634, at Page 1634 *et seq.*, of the Public Records of Collier County, Florida, and re-recorded at O.R. Book 1643, Page 1444 *et seq.*, of the Public Records of Collier County, Florida. The Amended and Restated Declaration of Condominium is recorded at O.R. Book 4698, Page 3458 *et seq.*, of the Public Records of Collier County, Florida.

Additions indicated by underlining.

Deletions indicated by ~~striking through~~.

Amendment: Article 9.6 and Article 9.13 (NEW), Amended and Restated Declaration of Condominium

9. MAINTENANCE, ALTERATION AND IMPROVEMENTS. Responsibility for the maintenance of the Condominium Property, and restrictions upon the alteration and improvement thereof, shall be as follows:

(Article 9.1 through Article 9.5 Remain Unchanged)

9.6 Alterations by Unit Owners. No Owner may make or permit the making of any modifications or alterations to any portion of his Unit visible from the exterior, or in any manner

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change the appearance of any portion of the Common Elements, or make any structural change within the Unit interior, without first obtaining the written consent of the Board of Directors, which consent shall be denied if the Board determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or whole. "Structural" modifications or alterations include, but are not limited to: relocation of existing electrical, plumbing, ductwork, air conditioning or heating installations; relocation of existing fixtures or appliances such as toilets, sinks, tubs, showers, dishwashers, refrigerators, or ranges; the removal or modification of any partition, door, window or screen; raising ceilings; or relocating kitchen or bathroom cabinetry. For purposes of this provision, the term "structural" work shall also include the addition, removal, or relocation of any duct work, plumbing line or fixture, any electrical line or fixture, or the removal, modification or creation of any interior partition. Replacement of cabinetry, appliances, and fixtures, with substantially equivalent installations, in the same location, shall not be deemed "structural" and shall not require approval of the Association, unless a building or other permit is required. Further, "structural" work shall include any and all work that requires a building permit, an electrical permit, a plumbing permit, a mechanical permit, or similar permit from the appropriate governmental agency, whether or not mentioned above. Installation of any additional electrical fixture or equipment which would incur the use of significant additional electricity, as determined in the sole discretion of the Board, may only be installed if such equipment is powered by a separately installed electrical meter, installed, and billed directly to the Unit Owner. Such additional electrical fixtures or equipment includes but is not limited to additional or supplemental air conditioning or heating equipment, additional or supplemental water heating or pumping equipment, additional or supplemental refrigeration equipment, any pool or spa equipment. Any previously installed additional electrical fixtures or equipment, as of the effective date of this amendment, may remain and shall be considered approved, so long as the subject fixture or equipment is connected to its own electrical meter within ninety (90) days of the recording of this amendment. Any existing additional electrical fixtures or equipment not connected to its own electrical meter within ninety (90) days of the effective date of this amendment must be removed. The installation of electric vehicle charging stations are controlled by Article 9.13 of this Declaration and the Act.

(Remainder of Article 9.6 and Article 9.7 through Article 9.12 Remain Unchanged)

9.13 Electric Vehicle Charging and Natural Gas Fuel Stations. The Board, without a vote of the Unit Owners and without regard to Article 9.8 of this Declaration, may install a common charging or natural gas fuel stations and may set the terms and conditions of its use, including use fees. Individual charging or natural gas fuel stations installed by Unit Owners shall be administered as provided in the Act and subject to Rules of the Board.

9.13.1 Electric Car Charging Stations: Installation, Maintenance and Use. The installation, maintenance, and use of electric car charging stations by Unit Owners at Arbor Trace, Condominium shall be subject to the following:

No electric car charging station or similar apparatus ("charging stations"), or any component thereof, may be placed, installed, constructed, or used by a Unit Owner, unless adjacent to the Unit

Owner's assigned parking space, and after having received the prior written approval of the Board. Charging stations may not be installed in any other area of the Condominium, except by the Association.

The Unit Owner installing charging stations must engage a licensed contractor for equipment installation and is responsible for associated legal fees as well as the cost of installation, maintenance, repair, removal, and replacement of the equipment.

The Unit Owner and each successive Unit Owner shall, for as long as they are an Owner, be responsible for the following:

9.13.1.1 The cost of electricity associated with the charging station, installation, maintenance, removal, repair, and replacement of any sub-meters necessary to measure the electricity use associated with the car charging station, which shall be subject to written allocation agreement between the Unit Owner the Association.

9.13.1.2 All costs for damage to any persons or property, real or personal, resulting from the installation, maintenance, repair, removal, operation, or replacement of the charging station.

If a Unit Owner obtains the approval to install an electrical car charging station, the Unit Owner and all successors in title shall indemnify the Association, its Members, Officers, Directors, agents, representatives and employees, and save and hold them harmless, and defend them at Owner's sole expense, from any liability or claims, demands, damages, costs or judgments that the Association, its Members, Officers, Directors, agents, representatives, and employees may suffer arising out of or related to the installation, maintenance, operation, use, or removal of the charging station. A Covenant Running with the Land shall be executed and recorded as proof of such undertaking.

WITNESSES:
(TWO)

ARBOR TRACE CONDOMINIUM
ASSOCIATION, INC.

[Signature]
Signature
Kevin J Cooney
Printed Name

BY: Newton M. Davis
Newton M. Davis, President

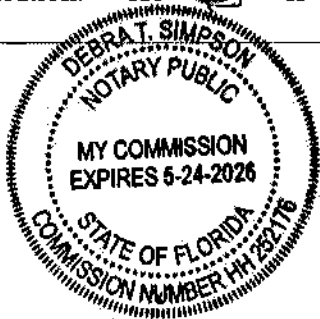
Date: 6-6-2022

Sandra C. Steinbach
Signature
Sandra C. Steinbach
Printed Name

(CORPORATE SEAL)

STATE OF FL
COUNTY OF Collier) SS:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 6 day of June 2022, by Newton M. Davis as President of Arbor Trace Condominium Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced _____ (type of identification) as identification.



Debra T. Simpson
Notary Public
Debra T. Simpson
Printed Name

My commission expires: May 24, 2026