

THIS INSTRUMENT WAS PREPARED BY,  
AND AFTER RECORDING RETURN TO:  
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3301 Bonita Beach Road, Suite 200  
Bonita Springs, Florida 34134

**CERTIFICATE OF AMENDMENT**  
**DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS**  
**FOR**  
**GOVERNOR'S RUN**

I, the undersigned President of Governor's Run Homeowners' Association, Inc., hereby certify that on April 5, 2023, at a duly-called and properly-noticed meeting of the Association members at which a quorum was present, the following amendment to the Declaration of Protective Covenants, Conditions, Easements and Restrictions for Governor's Run was approved by the required percentage of voting interests of the Association.


**See Exhibit A attached hereto for amendment.**

Dated this 17<sup>th</sup> day of April, 2023.

Witnesses:

  
\_\_\_\_\_

By: Lauren Fortier  
\_\_\_\_\_

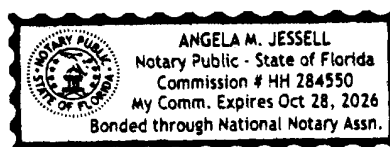
  
\_\_\_\_\_

By: Rita Santiago  
\_\_\_\_\_

**GOVERNOR'S RUN HOMEOWNERS'  
ASSOCIATION, INC.**

  
\_\_\_\_\_

By: Betsy Rosser  
Association President



(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 17<sup>th</sup> day of April, 2023, by Betsy Rosser, Association President for Governor's Run Homeowners' Association, Inc.

  
\_\_\_\_\_

Signature of Notary Public

Print Name: Angela M. Jessell

Personally Known ☒ OR Produced Identification ☐  
Type of Identification Produced \_\_\_\_\_

**AMENDMENT  
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS  
FOR  
GOVERNOR'S RUN**

Additions are (underlined).

Deletions are ~~stricken through~~.

**Amendment No. 1 to Article XII, Section B of the Declaration of Protective Covenants, Conditions, Easements and Restrictions**

**ARTICLE XII  
INSURANCE**

(Section A Remains Unchanged)

**B. Owners' Responsibility.** The Association shall not procure insurance on any Lot or the Dwelling Unit constructed thereon, or personalty contained therein. Accordingly, Owners of Lots shall purchase their own insurance for their Lot and Dwelling Unit and personalty located therein, and for any risk they may incur by ownership of a Lot, and for the use of Common Areas. Each Lot and the improvements thereon shall be insured by the Owner thereof with fire and extended coverage insurance for loss by fire or other hazards, and such insurance shall be for the maximum insurable value of the Lot and improvements thereto, without deduction for depreciation. The Association shall have the right, but not the obligation, to require Owners to provide to the Association, proof of the insurance by this Article (B) as well as proof of payment of the premiums for such insurance. In the event of damage or destruction by fire, flood or other casualty to any Dwelling Unit or other portion of the Lot, the Owner shall be obligated to rebuild and/or repair, as necessary, the Dwelling Unit thereon, subject to the terms, provisions and requirements of this Declaration and the Board of Directors. The repair and building of the Dwelling Unit shall be done in a good and workmanlike manner and such repairs and rebuilding shall be performed expeditiously. Notwithstanding anything herein to the contrary, in the event that a Dwelling Unit or any other improvements to a Lot are damaged or destroyed and Assessments have commenced as to such Lot, in no event shall the Assessments with respect to sch Lot be reduced, canceled or abated. Also, notwithstanding anything contained herein to the contrary, in the event that a community-wide roof replacement must be performed by the Association pursuant to its general maintenance, repair and replacement obligations, and a community-wide Special Assessment is levied in connection therewith, any Owner who has already replaced the roof of a Dwelling Unit following casualty damage within the immediately preceding 10-year period, shall receive a credit towards the Special Assessment equal to the Owner's share of the Special Assessment. This credit shall be granted in consideration of the cost and expense already incurred by the Owner to replace the roof, thus saving the Association from incurring the cost of replacing that roof in connection with the community-wide roof replacement. If the Owner decides to have the Association replace the roof of the Dwelling Unit in connection with the community-wide replacement, then no such credit shall be granted to the Owner.