

This instrument was prepared by and after recording return to:
Steven M. Falk, Esq.
Falk Law Firm, P.A.
7400 Trail Blvd., Suite 103
Naples, Florida 34108
(239) 596-8400

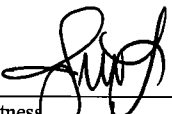
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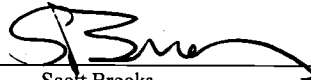
CERTIFICATE OF AMENDMENT

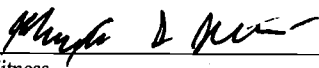
THE UNDERSIGNED, being the President of Del Webb Naples Community Association, Inc., a Florida corporation not for profit, does hereby certify that pursuant to Section 9.3 of the Amended and Restated Bylaws and Article VIII (C) of the Amended and Restated Articles of Incorporation, the Del Webb Naples Board of Directors approved the amendments to the Amended and Restated Bylaws and Amended and Restated Articles of Incorporation attached hereto as Exhibit "A" at the duly noticed meeting of the Del Webb Naples Board of Directors held on June 18, 2025, at which a quorum was present. The Amended and Restated Articles of Incorporation and the Amended and Restated Bylaws of Del Webb Naples Community Association, Inc. are attached as Exhibits "B" and "C" to the Amended and Restated Del Webb Naples Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 4621, Page 202, Public Records of Collier County, Florida.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and the seal of the corporation.

**DEL WEBB NAPLES COMMUNITY
ASSOCIATION, INC. (SEAL)**


Witness
Print Name: Janet Meyer

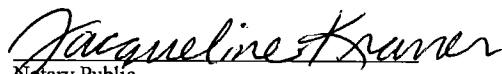
By: 
Scott Brooks
Its: President


Witness
Print Name: Maxwell Johnston

**STATE OF FLORIDA
COUNTY OF LEE**

The foregoing instrument was acknowledged before me this 18th day of June, 2025, by (☒) physical presence or () online notarization, by Scott Brooks, as President of Del Webb Naples Community Association, Inc., the corporation described in the foregoing instrument, who is (☒) personally known to me or () who has produced _____ as identification.

(SEAL)


Notary Public
Name: Jacqueline Kramer
My Commission expires: 11/15/2025

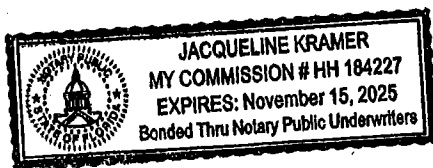


EXHIBIT "A"

**AMENDMENTS TO THE AMENDED AND RESTATED BYLAWS OF
DEL WEBB NAPLES COMMUNITY ASSOCIATION , INC.**

Additional language indicated by underlining.
Deleted language indicated by ~~hyphens~~.

[Section 1 in its entirety not amended]

2. DEL WEBB NAPLES MEMBERS:

[Section 2.1 not amended]

2.2 Voting Interest. The Class "A" Del Webb Naples Members are entitled to one (1) vote for each Parcel owned by them and shall have the right to cast their votes directly with the Del Webb Naples Community Association when a membership vote occurs. The vote of a Parcel is not divisible. , and, with the exception of elections of directors, such vote shall be cast on their behalf by the applicable "Neighborhood Voting Representative", which shall be that person designated by a Neighborhood to cast the votes of the Class "A" Del Webb Naples Members for that Neighborhood. The term "Voting Interests" means the voting rights distributed to the Del Webb Naples Members. The total number of Voting Interests in the Del Webb Naples Community Association shall be the total number of votes that the Class "A" Del Webb Naples Members and the Class "B" Del Webb Naples Developer may cast on membership issues, except that in the event voting occurs by Voting Groups, the total number of Voting Interests for a particular Voting Group shall be the total number of votes that the Golf Members or the Social Members may cast, as applicable. The total number of Class "A" Del Webb Naples Voting Interests votes shall not exceed the total number of Parcels subject to the Del Webb Naples Declaration. The Class "B" Del Webb Naples Member shall be entitled to a number of votes equal to the total number of Parcels owned by the Class "A" Del Webb Naples Members plus one (1) vote; provided that subsequent to the Del Webb Naples Turnover Date, as defined in Article II, Section 28 of the Del Webb Naples Declaration, the Class "B" Del Webb Naples Member (who shall become a Class "A" Del Webb Naples Member) shall be entitled to one (1) vote for each Parcel it owns, which votes shall be cast by the Del Webb Naples Developer, and not by a Neighborhood Voting Representative.

~~The Neighborhood Voting Representative for a Del Webb Naples Neighborhood that does not have a Del Webb Naples Neighborhood Association shall be the person described in Section 4.14 herein.~~

~~With respect to a Del Webb Naples Neighborhood that has a Del Webb Naples Neighborhood Association, the President of each Del Webb Naples Neighborhood Association shall serve as the Neighborhood Voting Representative and the Vice President shall serve as the Alternate Neighborhood Voting Representative. In the event that either the President or Vice President of a Del Webb Naples Neighborhood Association cannot attend a meeting of the Neighborhood Voting Representatives, and they do not wish to vote by proxy, then the board of directors of the applicable Del Webb Naples Neighborhood Association shall provide the Del Webb Naples Community Association with a written designation of another member of the Del Webb Naples Neighborhood Association's board of directors who shall act as the Alternate Neighborhood Voting Representative for that meeting. Prior to transition of majority control of a Del Webb Naples Neighborhood Association's board of directors, the Del Webb Naples Developer shall act as the Neighborhood Voting Representative.~~

~~Votes of the Class "A" Del Webb Naples Members shall be cast on their behalf by the Neighborhood Voting Representatives in one (1) of two (2) alternate methods, in the discretion of the Neighborhood Voting Representative for that Del Webb Naples Neighborhood: (a) "in a block"; or (b) "as cast" (however, if a vote or poll of the Del Webb Naples Owners in a Del Webb Naples Neighborhood occurs, then the Neighborhood Voting Representative shall be entitled to vote, in his or her discretion, on behalf of all Del Webb Naples Owners in that Del Webb Naples Neighborhood who did not vote either in favor or opposed.) "In a block" shall mean, for example, that if a Del Webb Naples Neighborhood has 40 Units, then the Neighborhood Voting Representative is authorized to vote all 40 Units in favor or opposed to the item to be voted upon, without conducting a poll or formal vote of the Class "A" Del Webb Naples Members in that Del Webb Naples Neighborhood. "As cast" shall mean that the Neighborhood Voting Representative shall cast the votes in exactly the same manner as the Class "A" Del Webb Naples Members have voted at the Del Webb Naples Neighborhood level, whether by "poll" or by a formal proxy vote at a Del Webb Naples Neighborhood Association meeting. For example, if a Del Webb Naples Neighborhood has 40 Units and 32 Units vote in favor and 8 units vote opposed to an item submitted to a membership vote, then the Neighborhood Voting Representative shall be obligated to vote 32 in favor and 8 opposed. If in that same Del Webb Naples Neighborhood, 32 Units vote in favor and 8 Units do not cast any vote, then the Neighborhood Voting Representative shall have the discretion to cast all 40 votes in favor.~~

Del Webb Naples Developer shall have a number of votes for matters submitted to a vote of the Golf Members equal to the number of golf memberships owned by the Class "A" Del Webb Naples Members, plus one (1) vote. However, subsequent to the Del Webb Naples Turnover Date, Del Webb Naples Developer shall be entitled to cast one (1) vote for each golf membership that has not been issued to Del Webb Naples Owners other than Del Webb Naples Developer. ~~Subsequent to the Del Webb Naples Turnover Date, on matters other than the election of the Golf Directors, v~~ Votes of the Golf Members other than Del Webb Naples Developer shall be cast by the Golf Members directly with the Del Webb Naples Community Association. ~~Directors (in that case, the Golf Directors shall be referred to as the Golf Member Voting Representatives"), who may vote in one (1) of two (2) alternate methods, in the discretion of the Golf Directors: "in a block"; or (b) "as cast", in the same manner as if they were Neighborhood Voting Representatives voting on behalf of Class "A" Del Webb Naples Members. If a vote of the Golf Members occurs on a matter other than the election of Golf Directors and the Golf Member Voting Representatives wish to vote "as cast", the Golf Members other than Del Webb Naples Developer shall vote by non secret ballot without the need for a meeting of the Golf Members or a formal proxy vote. Regardless of the voting method used, Del Webb Naples Developer shall have the right to directly cast votes for its golf memberships and not through the Golf Member Voting Representatives.~~

~~Votes of the Del Webb Naples Members on Master Association matters shall be cast by the Del Webb Naples Developer, acting as the "Community Voting Representative" (as set forth in Section 2.2 of the Master Association Bylaws). Subsequent to the Del Webb Naples Turnover Date, the President of the Del Webb Naples Community Association shall serve as the Community Voting Representative. The Community Voting Representative shall vote on behalf of the Del Webb Naples Members "as cast". "As cast" shall mean that the Community Voting Representative shall cast the votes in exactly the same manner as the Del Webb Naples Members have voted at the Del Webb Naples Community Association level, whether by "poll" or by a formal proxy vote at a Del Webb Naples Community Association meeting.~~

2.3 Approval or Disapproval of Matters. Except for the election of directors, w Whenever the decision or approval of the Del Webb Naples Owner of a Parcel is required upon any matter, whether or not the subject of a Del Webb Naples Community Association meeting, such decision or approval may be expressed by any person authorized to cast the vote of such Parcel at an Association meeting as stated in Section 2.2 above, unless the joinder of all Owners is specifically required, the Neighborhood Voting Representative. If a Parcel is owned by one (1) natural person, his right to vote shall be established by the record title to the Parcel. If a Parcel is owned jointly by two (2) or more natural persons that are not acting as trustees, that Parcel's vote

may be cast by any one (1) of the Del Webb Naples Owners. If two (2) or more Del Webb Naples Owners do not agree among themselves how their one (1) vote shall be cast, that vote shall not be counted for any purpose. If the Del Webb Naples Owner is a corporation, partnership, limited liability company, trust, trustee or other entity other than a natural person, the vote of that Parcel shall be cast by any officer, director, partner, manager, managing member or trustee, as the case may be. Class "A" Del Webb Naples Members shall be allocated a vote on Del Webb Naples Community Association matters, as exercised by their Neighborhood Voting Representatives, only when a Del Webb Naples Membership vote is expressly required by the Del Webb Naples Governing Documents or the Act.

[Sections 2.4 and 2.5 not amended]

3. DEL WEBB NAPLES MEMBERS' MEETINGS: VOTING:

[Section 3.1 not amended]

3.2 Special Del Webb Naples Members' Meetings; Participating in Any Del Webb Naples Members' Meeting. ~~Other than the annual meeting, there shall not be any meetings of the Del Webb Naples Members unless authorized by the Del Webb Naples Board of Directors.~~ Special Del Webb Naples Members' meetings must be held whenever called by the President or by a majority of the Directors. The business at any special meeting shall be limited to the items specified in the notice of meeting. A Del Webb Naples Member shall have the right to speak or participate in discussions at a Del Webb Naples Members' meeting, subject to reasonable restrictions imposed by the Del Webb Naples Board of Directors in accordance with the Act.

3.3 Notice of Meetings; Waiver of Notice. Notice of all Del Webb Naples Members' meetings must state the time, date, and place of the meeting, and include an agenda for the meeting. The Del Webb Naples Member is responsible for providing the Del Webb Naples Community Association with notice of any change of address. The Notice of Meeting must be mailed, hand-delivered or electronically transmitted to each Del Webb Naples Member at the address which appears on the books of the Del Webb Naples Community Association, at least fourteen (14) days before the meeting. An affidavit of the officer or other person making such mailing shall be retained in the Del Webb Naples Community Association records as proof of mailing. Attendance at any meeting by a Del Webb Naples Member constitutes waiver of notice by that Del Webb Naples Member unless the Del Webb Naples Member objects to the lack of notice at the beginning of the meeting. A Del Webb Naples Member may waive notice of any meeting at any time by written waiver. All Class "A" Del Webb Naples Members shall be entitled to attend Del Webb Naples Membership meetings but, with the exception of the election of the Directors at the Del Webb Naples Turnover Meeting and all subsequent elections, all votes shall be cast by the Neighborhood Voting Representative for each Del Webb Naples Neighborhood Association. Notice to the Del Webb Naples Members, as applicable, of meetings of the Del Webb Naples Board of Directors, meetings of a committee requiring notice in the same manner as meetings of the Del Webb Naples Board of Directors, and annual and special meetings of the Del Webb Naples Members, may be electronically transmitted in the manner set forth in Section 617.0141, Florida Statutes to any Del Webb Naples Member who has provided a facsimile number or e-mail address to the Del Webb Naples Community Association to be used for such purposes, as provided in the Act (except as limited by Chapter 720, Florida Statutes and these Del Webb Naples Bylaws). Notice by electronic transmission is effective: when actually transmitted by facsimile telecommunication, if correctly directed to a number at which the Del Webb Naples Member has consented to receive notice; when actually transmitted by electronic mail, if correctly directed to an electronic mail address at which the Del Webb Naples Member has consented to receive notice. Notice is also effective when posted on an electronic network that the Del Webb Naples Member has consented to consult, upon the later of: such correct posting; or the giving of a separate notice to the Del Webb Naples Member of the fact of such specific posting; or when correctly transmitted to the Del Webb Naples Member, if by any other form of electronic transmission consented to by the Del Webb Naples

Member to whom notice is given. Consent by a Del Webb Naples Member to receive notice by electronic transmission shall be revocable by the Del Webb Naples Member by written notice to the Del Webb Naples Community Association. Any such consent shall be deemed revoked if: the Del Webb Naples Community Association is unable to deliver by electronic transmission two (2) consecutive notices given by the Del Webb Naples Community Association in accordance with such consent; and such inability becomes known to the Secretary, Assistant Secretary or other authorized person responsible for the giving of notice. However, the inadvertent failure to treat such inability as a revocation does not invalidate any meeting or other action. The Del Webb Naples Member is responsible for providing the Del Webb Naples Community Association with notice of any change of mailing address, facsimile number or electronic mail address. To the extent that a Del Webb Naples Member has provided the Del Webb Naples Community Association with a facsimile number or electronic mail address and consented to receive notices by electronic transmission, such information shall be considered an "official record" until the Del Webb Naples Member has revoked his consent. However, the Del Webb Naples Community Association is not liable for an erroneous disclosure of electronic mail address or facsimile number. As used in these Del Webb Naples Bylaws, the term "electronic transmission" means any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient thereof and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of electronic transmission include, but are not limited to, telegrams, facsimile transmission of images, and text that is sent via electronic mail between computers. An affidavit of the Secretary, an Assistant Secretary, or other authorized agent of the Del Webb Naples Community Association that the notice has been given by a form of electronic transmission is, in the absence of fraud, prima facie evidence of the facts stated in the notice.

3.4 Quorum. A quorum at meetings of the Del Webb Naples Members shall be attained by the presence, either in person or by proxy, of ~~Del Webb Naples Members Neighborhood Voting Representatives~~ entitled to cast at least thirty percent (30%) of the Voting Interests, ~~votes of the entire Del Webb Naples Membership~~. If a vote occurs solely by the Del Webb Naples Members who are Golf Members, the quorum shall be at least thirty percent (30%) of the Golf Members. If a vote occurs solely by the Del Webb Naples Members who are Social Members, the quorum shall be at least thirty percent (30%) of the Social Members. After a quorum has been established at a Del Webb Naples Members' meeting, the subsequent withdrawal of any ~~Del Webb Naples Members Neighborhood Voting Representatives~~, so as to reduce the number of voting interests represented below the number required for a quorum, shall not affect the validity of any action taken at the meeting before or after such persons leave.

[Section 3.5 not amended]

3.6 Proxy Voting. To the extent lawful, any ~~Del Webb Naples Member Neighborhood Voting Representative~~ entitled to attend and vote at a Del Webb Naples Members' meeting may establish his presence and cast his vote by proxy. A proxy shall be valid only for the specific meeting for which originally given and any lawful adjournment of that meeting, and no proxy is valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at the pleasure of the person executing it. To be valid, a proxy must be in writing, dated, signed by the person authorized to cast the votes, specify the date, time and place of the meeting for which it is given, and ~~the original must be~~ delivered to the Secretary by the appointed time of the meeting or adjournment thereof. The designated proxyholder must be an officer of the Del Webb Naples Community Association, or a Class "A" Del Webb Naples Member, the spouse of a Del Webb Naples Member or an officer, director, partner, manager, managing member or employee of a corporation, partnership, limited liability company that owns a Parcel. ~~from that particular Del Webb Naples Neighborhood~~. No proxy shall be valid if it names more than one (1) person as the holder of the proxy, but the holder shall have the right, if the proxy so provides, to substitute another person to hold the proxy.

3.7 Adjourned Meetings. Any duly called meeting of the Del Webb Naples Members may be adjourned to be reconvened at a specific later time by vote of the ~~Neighborhood Voting Representatives representing a majority of the applicable Voting Interests Del Webb Naples Owners~~ present in person or by proxy, regardless of whether a quorum has been attained. The adjournment to a date, time and place must be announced at that meeting before the adjournment is taken, or notice must be given to all Members of the date, time and place of its reconvening. ~~When a meeting is adjourned it shall not be necessary to give notice to all Del Webb Naples Members of the time and place of its continuance.~~ Any business which might have been conducted at the meeting as originally scheduled may instead be conducted at the continuance, provided a quorum is then present, in person or by proxy.

[Section 3.8 not amended]

3.9 Minutes. Minutes of all meetings of Del Webb Naples Members and of the Del Webb Naples Board of Directors shall be kept in a businesslike manner and available for inspection by Del Webb Naples Members, ~~Neighborhood Voting Representatives or their authorized representatives~~ and Directors at reasonable times and for a period of seven (7) years after the meeting. Minutes must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each director present at a Del Webb Naples Board of Directors meeting must be recorded in the minutes.

[Section 3.10 not amended]

4. DEL WEBB NAPLES BOARD OF DIRECTORS: The administration of the affairs of the Del Webb Naples Community Association shall be by the Del Webb Naples Board of Directors. All powers and duties granted to the Del Webb Naples Community Association by law, as modified and explained in the Del Webb Naples Governing Documents, shall be exercised by the Del Webb Naples Board of Directors, subject to approval or consent of the Del Webb Naples Members only when such is specifically required.

4.1 Number and Terms of Service. The number of Directors which shall constitute the whole Del Webb Naples Board of Directors shall initially be three (3). The initial Directors shall be appointed by and shall serve at the pleasure of the Del Webb Naples Developer and shall serve for one (1) year terms. At the Annual meeting occurring subsequent to the date that Members other than the Developer are entitled to elect one (1) Director pursuant to Section 720.307(2) of the Act (i.e., when fifty percent (50%) of all Parcels in the Community that ultimately will be operated by the Association have been conveyed to Members other than the Developer), there shall be four (4) Directors, three (3) of whom shall be appointed by and serve at the pleasure of the Developer and the fourth elected by the Members other than the Developer for a term of one (1) year. For purposes of this Section, the term "Members other than the Developer" shall not include Builders. ~~Prior to the Del Webb Naples Turnover Date, the Del Webb Naples Developer may increase the size of the Del Webb Naples Board of Directors to five (5) and permit two (2) non Del Webb Naples Developer Directors to be appointed by the Neighborhood Voting Representatives to serve one (1) year terms, but such terms shall not extend past the Del Webb Naples Turnover Date. However, the Del Webb Naples Developer's appointees shall retain three (3) seats.~~ At the Del Webb Naples Turnover Meeting, the Del Webb Naples Board of Directors shall be increased to nine (9) seats. Five (5) Social Directors shall be elected by the Social Members who are not also Golf Members, and Four (4) Golf Directors shall be elected by the Golf Members. In addition, staggered terms shall be implemented at the Del Webb Naples Turnover Meeting, by having two (2) Social Directors and two (2) Golf Directors elected to initial two (2) year terms; and three (3) Social Directors and two Golf (2) Directors elected to initial one (1) year terms. In the case of tie votes, or in the event the number of candidates does not exceed the number of available seats, the Social Directors who are elected shall decide among themselves who shall serve the longer terms, and the Golf Directors who are elected shall decide among themselves who shall serve the longer terms. Notwithstanding the foregoing, if Del Webb Naples Developer holds for sale in the ordinary course of business at least five percent (5%) of

the Parcels in all phases of Del Webb Naples, it shall have the authority to unilaterally elect one (1) Director (a Social Director or a Golf Director, in its discretion), and that Director shall serve a one (1) year term. In the event that the Del Webb Naples Turnover Date does not occur at the annual meeting, the initial terms shall extend until the annual meeting following the date when the initial terms would otherwise have expired. Thereafter, all Directors shall serve two (2) year terms, with the exception of a Director that is unilaterally elected by the Del Webb Naples Developer, who shall serve a one (1) year term. At and subsequent to the Del Webb Naples Turnover Meeting, five (5) seats on the Del Webb Naples Board of Directors shall always be held by Social Directors. A Director's term will end at the annual election at which his successor is to be duly elected, unless he sooner resigns, or is recalled as provided in 4.4 below. At and subsequent to the Del Webb Naples Turnover Meeting, all Directors shall be elected by secret ballot (using a double envelope system) in the manner set forth in Section 720.306(8)(b) of the Act, in the following manner. The First Notice of the meeting at which an election will occur shall be mailed, hand-delivered or electronically transmitted to all Del Webb Naples Members at least sixty (60) days in advance of the meeting. Any person who wishes to qualify as a candidate shall notify the Del Webb Naples Community Association in writing of his or her desire to be a candidate at least forty (40) days prior to the meeting and must be eligible to serve on the Del Webb Naples Board of Directors at the time of such forty (40) day deadline in order to have his or her name listed as a proper candidate on the election ballot or to serve on the Del Webb Naples Board of Directors. Notice shall be deemed effective when received by the Del Webb Naples Community Association. Any person indicating his or her desire to qualify as a candidate may also return a separate information sheet, no larger than 8 ½" by 11", which describes the candidate's background, education and qualifications for office, and any other information deemed relevant by the candidate, which information sheet must be furnished by the candidate at least forty (40) days prior to the election. The Del Webb Naples Community Association has no liability for the contents of the information sheets prepared by the candidates.

If the number of candidates does not exceed the number of vacancies, an election shall not be required. The Del Webb Naples Community Association shall mail, hand-deliver or electronically transmit a Second Notice at least fourteen (14) days in advance of the meeting. If an election is not required, the candidates become members of the Del Webb Naples Board of Directors at the meeting, regardless of whether a quorum is attained. However, if a quorum is attained, the candidates commence service on the Del Webb Naples Board of Directors effective upon the adjournment of the meeting.

If the number of candidates exceeds the number of seats to be filled, an election shall be required. The Del Webb Naples Community Association shall mail, hand-deliver or electronically transmit a Second Notice, together with any candidate information sheets, a ballot which shall list all candidates in alphabetical order by surname, and (unless the Second Notice is electronically transmitted), "inner" and "outer envelopes", at least fourteen (14) days in advance of the meeting. Directors shall be elected by a plurality of the ballots cast. A Del Webb Naples Member shall not permit any other person to vote his ballot, and any ballots improperly cast are invalid. In the election of Directors, there shall be appurtenant to each Parcel as many votes for Directors as there are Directors to be elected, but no Parcel may cast more than one (1) vote for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative.

After indicating the name(s) of the candidate(s) for which the Del Webb Naples Member has voted, the ballot must be placed in an inner envelope with no identifying markings and mailed or delivered to the Del Webb Naples Community Association in an outer envelope bearing identifying information reflecting the name of Del Webb Naples Member, the Del Webb Naples Member's address in Del Webb Naples and the signature of the Del Webb Naples Member casting that ballot. If the eligibility of the Del Webb Naples Member to vote is confirmed and no other ballot has been submitted for that Parcel, the inner envelope shall be removed from the outer envelope bearing the identification information, placed with the ballots which were personally cast, and opened when the ballots are counted. Nominations from the floor and write-in nominations are prohibited and there shall not be a nominating committee. If more than one (1) ballot is submitted for a Parcel, the ballots for that Parcel shall be disqualified. Upon receipt by the Del

Webb Naples Community Association, no ballot may be rescinded or changed. Any vote by ballot received after the closing of the balloting may not be considered.

In no event shall the Del Webb Naples Developer be permitted to vote in an election in which votes may only be cast by Class "A" Del Webb Naples Members. At the Del Webb Naples Turnover Meeting, the Del Webb Naples Developer shall be permitted to vote in the election, provided that the Del Webb Naples Developer shall not be permitted to elect a majority of the Board of Directors.

[Sections 4.2 through 4.13 not amended]

4.14 Committees. The Del Webb Naples Board of Directors may appoint from time to time such standing or temporary committees as the Del Webb Naples Board of Directors deem necessary and convenient for the efficient and effective operation of the Del Webb Naples Community Association. Any such committee shall have the powers and duties assigned to it in the resolution creating the committee. If required by law, committee meetings shall be open to attendance by any Del Webb Naples Member, and notice of committee meetings shall be posted in the same manner as required in Section 4.7 above for Del Webb Naples Board of Directors meetings, except for such committee meetings between the committee and its attorney with respect to: proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege; or personnel matters. As of the date these Del Webb Naples Bylaws have been adopted, pursuant to Section 720.303(2) of the Act, the requirements of Section 4.7 shall apply to any committee meeting when the committee makes a final decision regarding the expenditure of Del Webb Naples Community Association funds, and to meetings of the Architectural Review Committee, unless the meeting is exempted by the Act, as described in the preceding sentence.

~~In addition to any other committees appointed as provided above, there shall be a Del Webb Naples Neighborhood Committee for each Del Webb Naples Neighborhood that is not subject to the jurisdiction and management of a Del Webb Naples Neighborhood Association. Such Del Webb Naples Neighborhood Committees shall consist of three (3) members; provided, however, by vote of at least fifty (50%) percent of the Del Webb Naples Owners within that Del Webb Naples Neighborhood this number may be increased to five (5). The Del Webb Naples Board shall call for the first election of Del Webb Naples Neighborhood Committee members not later than ninety (90) days after 90% of the Parcels in that Del Webb Naples Neighborhood have been conveyed to Del Webb Naples Owners other than the Developer. The members of each Del Webb Naples Neighborhood Committee shall be elected by the vote of Del Webb Naples Owners within that Del Webb Naples Neighborhood at any annual meeting of such Del Webb Naples Owners at which the Del Webb Naples Owners within that Del Webb Naples Neighborhood holding at least thirty percent (30%) of the total votes of Parcels in that Del Webb Naples Neighborhood are represented, in person or by proxy. The candidate for each position on a Del Webb Naples Neighborhood Committee who receives the greatest number of votes shall be elected to serve a term of one (1) year and until a successor is elected. Any Del Webb Naples Owner of a Parcel in the Del Webb Naples Neighborhood may submit a nomination for election or declare himself a candidate in accordance with procedures which the Del Webb Naples Board may establish. Any Director elected to the Del Webb Naples Board of Directors from that Del Webb Naples Neighborhood shall be an ex officio member of that Del Webb Naples Neighborhood Committee. It shall be the responsibility of a Del Webb Naples Neighborhood Committee to determine the nature and extent of services, if any, to be provided to that Del Webb Naples Neighborhood by the Del Webb Naples Community Association in addition to those provided to all Del Webb Naples Owners in accordance with the Del Webb Naples Declaration. A Del Webb Naples Neighborhood Committee may advise the Del Webb Naples Board on any other issue, but shall not have the authority to bind the Del Webb Naples Board.~~

~~The member of a Del Webb Naples Neighborhood Committee who receives the greatest number of votes at the annual meeting of that Del Webb Naples Neighborhood Committee shall be declared the~~

~~Chairperson of that Del Webb Naples Neighborhood Committee. The Chairperson of a Del Webb Naples Neighborhood Committee shall be the Del Webb Naples Neighborhood Voting Member representing that Del Webb Naples Neighborhood, and shall preside at its meetings and shall be responsible for transmitting any and all communications to the Del Webb Naples Board. Any Del Webb Naples Neighborhood Committee member may be removed, with or without cause, upon the vote or written petition of a majority of the Del Webb Naples Owners in that Del Webb Naples Neighborhood.~~

~~Until such time as the Del Webb Naples Board first calls for election of Del Webb Naples Neighborhood Committee members for a Del Webb Naples Neighborhood, the Del Webb Naples Owners within such Del Webb Naples Neighborhood may personally cast the votes attributable to their respective Parcels on any issue requiring a vote of the Del Webb Naples Neighborhood Voting Representatives under the Del Webb Naples Governing Documents.~~

[Section 5 in its entirety not amended]

6. FISCAL MATTERS: The provisions for fiscal management of the Del Webb Naples Community Association set forth in the Del Webb Naples Declaration shall be supplemented by the following provisions:

[Sections 6.1 through 6.6 not amended]

6.7 Financial Reporting. Not later than June 30th of every year, ~~Within 60 days following the end of the fiscal year, the Association shall prepare and complete, or contract with a third party for the preparation and completion of, a financial report for the preceding fiscal year in accordance with Section 720.303(7) of the Act. Within twenty-one (21) days after the final report is completed by the Association or received from the third party, the Association shall mail or hand deliver to each Del Webb Naples Member a copy of such report or a written notice that a copy of the report is available upon request at no charge to the Del Webb Naples Member. The financial report shall be prepared in accordance with Section 720.303(7) of the Act. If approved by a majority of the Voting Interests present at a properly called Del Webb Naples Members' meeting, the Association shall prepare or cause to be prepared a financial report that is less rigorous than otherwise required by the Act, provided that the Association shall not prepare or caused to be prepared a less rigorous financial report in consecutive fiscal years. If approved by a majority of the Voting Interests, the Association shall prepare or cause to be prepared a financial report that is more rigorous than otherwise required by the Act. the Del Webb Naples Board of Directors shall mail or furnish by personal delivery to each Del Webb Naples Member a financial report for the previous 12 months. The financial report shall be prepared in accordance with Section 720.303(7) of the Act.~~

[Section 6.8 not amended]

[Section 7 in its entirety not amended]

[Section 8 in its entirety not amended]

9. AMENDMENT OF DEL WEBB NAPLES BYLAWS: Amendments to these Del Webb Naples Bylaws shall be proposed and adopted in the following manner:

9.1 Proposal. Amendments to these Del Webb Naples Bylaws may be proposed by the Del Webb Naples Board of Directors or by written petition to the Del Webb Naples Board of Directors signed by ~~the Neighborhood Voting Representatives representing~~ at least one-fourth (1/4) of the Voting Interests Del Webb Naples Members.

9.2 Procedure. Upon any amendment or amendments to these Del Webb Naples Bylaws being proposed subsequent to the Del Webb Naples Turnover Date by said Del Webb Naples Board of Directors or Del Webb Naples Members Neighborhood Voting Representatives, such proposed amendment or amendments shall be submitted, ~~as applicable, to a vote of the Del Webb Naples Board or to a vote of the Del Webb Naples Members Neighborhood Voting Representatives~~ not later than the next annual meeting for which proper notice can still be given.

9.3 Vote Required. Amendments to these Del Webb Naples Bylaws shall be adopted by the Del Webb Naples Board of Directors. Subsequent to the Del Webb Naples Turnover Date, a proposed amendment to these Del Webb Naples Bylaws shall be adopted if it is approved by ~~the Neighborhood Voting Representatives representing~~ not less than two-thirds (2/3) of the Voting Interests Del Webb Naples Members at any annual or special meeting, provided that notice of the proposed amendment has been given to the Del Webb Naples Members in accordance with law, or by at least 2/3 of the Voting Interests by written consent in lieu of a meeting. As long as Del Webb Naples Developer owns a Parcel in Del Webb Naples, an amendment to the Del Webb Naples Bylaws shall not be effective without the prior written consent of Del Webb Naples Developer, which consent may be denied in Del Webb Naples Developer's discretion, provided, further, that regardless of whether Del Webb Naples Developer owns a Parcel, no amendment shall be effective if it affects Del Webb Naples Developer's rights or alters a provision herein made for Del Webb Naples Developer's benefit. In the event that Del Webb Naples Developer and/or the Del Webb Naples Board of Directors determines that voting will be undertaken by Voting Groups, then an amendment that applies solely to that Voting Group must be approved by ~~the Neighborhood Voting Representatives representing not less than at least 2/3 of the Voting Interests Del Webb Naples Members~~ in that Voting Group, or by the Golf Member Voting Representatives representing not less than 2/3 of the Golf Members, as applicable. ~~Amendment of these Del Webb Naples Bylaws requires prior written approval of HUD/VA as long as there is a Class "B" Del Webb Naples Membership.~~

[Section 9.4 not amended]

[Section 10 in its entirety not amended]

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CERTIFICATE

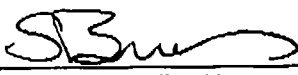
THE UNDERSIGNED, being the duly elected and acting President of Del Webb Naples Community Association, Inc., a Florida corporation not for profit, does hereby certify that:

1. There are no members entitled to vote on amendments to the Amended and Restated Articles of Incorporation.

2. The Board of Directors approved the amendments to the Amended and Restated Articles of Incorporation attached hereto as Exhibit "A" on June 18, 2025.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand on this 18th day of June, 2025.

DEL WEBB NAPLES COMMUNITY ASSOCIATION,
INC., a Florida corporation not for profit

By: 
Scott Brooks, President

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EXHIBIT "A"

AMENDMENTS TO THE AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
DEL WEBB NAPLES COMMUNITY ASSOCIATION, INC.

Additional language indicated by underlining.
Deleted language indicated by ~~hyphens~~.

ARTICLE VIII

AMENDMENTS: Amendments to these Del Webb Naples Articles shall be proposed and adopted in the following manner:

(A) Proposal. Amendments to these Del Webb Naples Articles may be proposed by a majority of the Del Webb Naples Board of Directors or, after the Del Webb Naples Turnover Date, by either the Del Webb Naples Board of Directors or by a written petition to the Del Webb Naples Board of Directors, signed by ~~Neighborhood Voting Representatives representing~~ at least 1/4 of the Voting Interests ~~Del Webb Naples Members~~.

(B) Procedure. Upon any amendment to these Del Webb Naples Articles being proposed subsequent to the Del Webb Naples Turnover Date by said Del Webb Naples Board of Directors or Del Webb Naples Members, such proposed amendment shall be submitted to a vote of the Del Webb Naples Members not later than the next annual meeting for which proper notice can be given.

(C) Vote Required. Amendments to these Del Webb Naples Articles shall be adopted by the Del Webb Naples Board of Directors. However, subsequent to the Del Webb Naples Turnover Date, a proposed amendment shall be adopted if it is approved by the ~~Neighborhood Voting Representatives representing~~ at least 2/3 of the Voting Interests ~~Class "A" Del Webb Naples Members~~ at any annual or special meeting called for the purpose or by at least 2/3 of the Voting Interests by written consent in lieu of a meeting. As long as Del Webb Naples Developer owns a Parcel, an amendment to the Del Webb Naples Articles of Incorporation shall not be effective without the prior written consent of Del Webb Naples Developer, which consent may be denied in Del Webb Naples Developer's discretion, provided, further, that regardless of whether Del Webb Naples Developer owns a Parcel, no amendment shall be effective if it affects the Del Webb Naples Developer's rights or alters any provision made for the Del Webb Naples Developer's benefit. ~~Amendment of these Del Webb Naples Articles requires prior written approval of HUD/A as long as there is a Class "B" Del Webb Naples Membership.~~ In the event that the Del Webb Naples Developer and/or the Del Webb Naples Board of Directors determines that voting will be undertaken by Voting Groups, then an amendment that applies solely to that Voting Group must be approved by ~~the Neighborhood Voting Representatives representing 2/3 of the Del Webb Naples Members at least 2/3 of the Voting Interests in that particular Voting Group, either at any annual or special meeting called for the purpose or by written consent in lieu of a meeting.~~

(D) Effective Date. An amendment shall become effective upon filing Articles of Amendment with the Secretary of State and recording a Certificate of Amendment in the Public Records of Collier County, Florida, with the formalities required for the execution of a deed.

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