

ADDENDUM

AMENDMENTS

RESOLUTION

RULES AND REGULATIONS

Retn:
BECKER & POLIAKOFF
4501 TAMiami TRl N #214
NAPLES FL 34103

4083068 OR: 4291 PG: 4085
RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
10/12/2007 at 11:51AM DWIGHT E. BROCK, CLERK

RRC FRF

18.50

CERTIFICATE OF AMENDMENT

CAP FERRAT AT CROWN COLONY CONDOMINIUM ASSOCIATION, INC.

I HEREBY CERTIFY that the following amendment to the Declaration of Condominium of Cap Ferrat, a Condominium, were duly adopted by the Association membership at the duly noticed annual members' meeting of the Association on the 10th day of March, 2004. Said amendments were approved by a proper percentage of voting interests of the Association. The Declaration of Condominium is recorded at O.R. Book 3118, Page 2009, et seq., of the Public Records of Collier County, Florida.

Additions indicated by underlining.
Deletions indicated by ~~striking through~~.

Section 8.1.A

A. The Association shall obtain fire and extended coverage insurance, vandalism and malicious mischief insurance insuring all of the insurable improvements within the Common Elements together with such other insurance as the Association deems necessary (if available with a company with an "A + 10" rating or better, unless otherwise determined by the Board of Directors), in an amount which shall be equal to the full replacement value as determined annually if obtainable, but otherwise no less than a policy covering the actual cash value (an amount equal to the replacement cost less depreciation). The premiums for such coverage and other expenses in connection with said insurance shall be assessed against the Unit Owners as part of the Common Expenses. The named insured in all insurance policies upon the Condominium Property shall be the Association individually and as agent for the Unit Owners, without naming them, and first mortgagees, and to other mortgagees upon request.

(The remainder of Article VIII unchanged)

WITNESSES:
(TWO)

CAP FERRAT AT CROWN COLONY
CONDOMINIUM ASSOCIATION, INC.


Carol Anderson
Signature
Carol Anderson
Printed Name

[Signature]
Signature
[Printed Name]
Printed Name

BY: [Signature]
Jeff Belfore, President
Date: 9/27/07
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 27th day of Sept., 2007 by Jeff Belfore as President of Cap Ferrat at Crown Colony Condominium Association, Inc., a Florida Corporation, on behalf of the corporation, who is personally known to me or has produced (type of identification) known as identification and did take an oath.

NOTARY PUBLIC-STATE OF FLORIDA
 Carol Anderson
Commission # DD437660
Expires: JUNE 06, 2009
Bonded Thru Atlantic Bonding Co., Inc.

Carol Anderson
Notary Public
Carol Anderson
Printed Name

My commission expires: June 6, 2009

NAP_DB: 36386_1

WHEN RECORDED RETURN TO:

Gregory W. Marler, Esq.
BECKER & POLIAKOFF, P.A.
999 Vanderbilt Beach Road
Suite 501
Naples, Florida 34108

Recording Fee:

\$61.00

4295839 OR: 4452 PG: 3683

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
05/15/2009 at 12:38PM DWIGHT H. BROCK, CLERK
REC FEE 52.50

Retn:
BECKER & POLIAKOFF
999 VANDERBILT BCH RD #501
NAPLES FL 34108

CERTIFICATE OF AMENDMENT

**DECLARATION OF CONDOMINIUM
CAP FERRAT, A CONDOMINIUM**

BY LAWS

CAP FERRAT AT CROWN COLONY CONDOMINIUM ASSOCIATION, INC.

I HEREBY CERTIFY that the following amendments to the Declaration of Condominium of Cap Ferrat, a Condominium and the amendments to the By-Laws of Cap Ferrat at Crown Colony Condominium Association, Inc. were duly adopted by the Association membership at the duly noticed Special Members' Meeting held on the 30th day of January, 2009. Said amendments were approved by a proper percentage of voting interests of the Association. The Declaration of Condominium of Cap Ferrat, a Condominium is recorded at O.R. Book 3118, Page 2009 et seq., of the Public Records of Collier County, Florida, as amended.

Additions indicated by underlining.
Deletions indicated by ~~striking through~~.

Amendment No. 1:

**Amending Article I, Declaration, by adding a
new Section B and by amending Section 1.2F**

Article I.

(Section 1.1 unchanged)

1.2 DEFINITIONS:

As used in this Declaration of Condominium, the Articles of Incorporation and the Bylaws, and in all amendments thereto, unless the context requires otherwise, the Definitions are as follows:

(Section A unchanged)

B. "Association Property" means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to, the Association for the use and benefit of its Members.

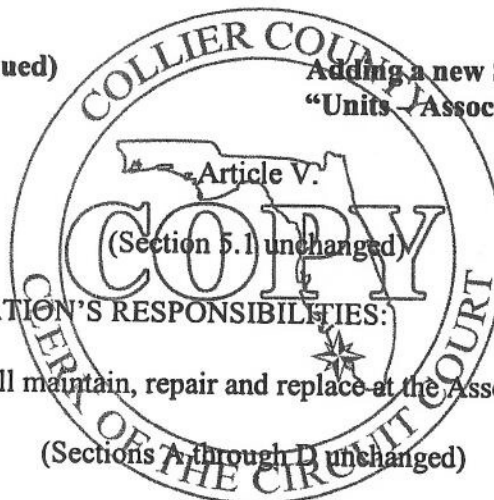
(Current Sections B through E re-lettered as C through F)

F.G "Common Expenses" means the expense of administration, maintenance, operation, repair and replacement of the individual Condominium Properties, other expenses declared by the Association, the Declaration and the Bylaws to be Common Expenses and any other valid expense or debts of the Condominium as a whole or the Association which are assessed against the Unit Owners. Notwithstanding any provision in this Declaration or other Condominium Documents to the contrary, the Association, through the Board of Directors, shall have the authority to acquire and install an alarm monitoring system including water leak detection sensors in the utility closet(s) for each air handler, which closets are part of each Unit. The cost of the acquisition and installation of the sensors is a Common Expense and is shared by all Unit Owners in the percentages set forth in Article VI of this Declaration. The ongoing expenses of maintenance, repair, and replacement of said sensors and related apparatus is also a Common Expense.

(Current Sections G through X re-lettered H through Y)

Amendment No. 1 (continued)

Adding a new Section 5.2E to Article V,
"Units' Association's Responsibilities"



5.2 UNITS – ASSOCIATION'S RESPONSIBILITIES:

The Association shall maintain, repair and replace at the Association's expense:

(Sections A through D unchanged)

E. Notwithstanding any provision in the Declaration of Condominium or other Condominium Documents to the contrary, the Association, through the Board of Directors shall have the authority to acquire and install an alarm monitoring system, including water leak detection sensors, in the utility closet(s) for each air handler, which closets are part of each Unit. Such alarm monitoring system and water leak detection sensors, and related equipment, are Association Property to be serviced and maintained solely by the Association. Unit Owners and their agents and service providers are prohibited from servicing or in any manner tampering with such equipment and system without written consent of the Association. Unit Owners shall be liable for any damage caused by the failure to comply with these restrictions on tampering with the alarm monitoring system. The Association, in connection with its statutory right of access

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TELEPHONE (239) 552-3200

pursuant to Section 718.111(5), Florida Statutes, has the right to enter units to operate, maintain, repair, or read the sensors, and also has the right (but not the duty) to enter Units to address water leakage incidents in the Condominium Building, whether same are detected by the sensors or are otherwise discovered, and regardless of whether the source of the leak is an item otherwise the maintenance responsibility of the individual Unit Owner or the Association. In cases where the Association repairs water leak-related problems and the source is an item which is otherwise the maintenance responsibility of the Unit Owner, the Unit Owner shall be responsible for reimbursement of reasonable charges to the Association, and which shall be secured by a lien against the Unit enforceable in the same manner as any other Assessment levied by the Association, which lien shall also secure interest, costs and attorneys' fees.

Amendment No. 2:

Adding a new Section 5.3D, "Air Conditioning Unit Drain Pan and Maintenance Service Requirements." to Declaration

5.3 UNITS – UNIT OWNERS' RESPONSIBILITIES:

The Responsibility of the Unit Owner shall be as follows:

(Section A through C unchanged)

D. Air Conditioning Unit Drain Pan, Telephone Landline, and Maintenance Service Requirements. Each air conditioning unit serving a Unit which is the maintenance, repair and replacement responsibility of the Unit Owner of the Unit which the air conditioning unit serves, shall, within sixty (60) days of the recording of this Amendment, have installed a float switch (specifically Safe-T Switch SS2, or better), and such air conditioning unit shall include a p-trap. The p-trap and float switch shall be consistent with such guidelines and specifications as may be made and amended from time to time by the Board of Directors. In addition, each air conditioning unit serving a Unit shall, within sixty (60) days of recording this Amendment or within such other time period as the Association shall determine, have installed a secondary drain pan, the cost of which shall be paid by the owner of the air conditioning unit, and which shall be installed by a contractor designated by the Association, on the date and at the time of the Association's choosing, (subject to forty-eight (48) hours advance notice to the Owner) and pursuant to specifications approved by the Association. The cost and responsibility of installing, maintaining, repairing, replacing (including after casualty loss or damage), insuring and operating the secondary drain pan, p-trap and float switch shall be the responsibility of each Unit Owner. In addition, all Unit Owners must have their air conditioning units, including drain lines, inspected and cleaned, in accordance with specifications established by the Board, by a licensed heating/ventilation/air conditioning ("HVAC") contractor at least two (2) times per year, with

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one such maintenance service being performed in September or October of each year and one such maintenance service being performed in March or April of each year, or during such other month(s) as the Board may determine from time to time. All Unit Owners of Units to which a cabana is appurtenant must have the air conditioning unit serving such cabana, including drain lines, inspected and cleaned, in accordance with specifications established by the Board, by a licensed heating/ventilation/air conditioning ("HVAC") contractor at least two (2) times per year, with one such maintenance service being performed in September or October of each year and one such maintenance service being performed in March or April of each year or during such other month(s) as the Board may determine from time to time. The Unit Owner shall, within ten (10) days after maintenance required herein is completed, provide the Association with documentation from a licensed HVAC contractor indicating proof of compliance to the satisfaction of the Association with such cleaning and maintenance requirements. Any Unit Owner who fails to install the p-trap and float switch within the required timeframe and/or who fails to properly maintain, repair or replace secondary drain pan, p-trap, float switch, and air conditioning unit in general, or who fails to provide proof of completion of required maintenance, all as required in this subsection, shall be deemed to authorize the Association to perform any necessary installation, maintenance, repair or replacement of the secondary drain pan, p-trap, float switch and general maintenance and cleaning of the air conditioning unit, which maintenance shall be performed by the Association at the expense of the Unit Owner and which shall be secured by a lien against the Unit enforceable in the same manner as any other Assessment levied by the Association, which lien shall also secure interest, costs and attorneys' fees. Due to the nature of the potential damage resulting from the failure to comply with the requirements herein, the Association may perform such work without prior notice to Unit Owner beginning ten (10) days after the expiration of the time for performance requirements set forth herein. The Association shall have the authority, but not the obligation, to schedule and conduct inspections of the air conditioning units in all Units on a semi-annual basis, or at such other times and intervals as the Board of Directors determine such inspections to be necessary and proper in order to protect the interests of the Association. The Association assumes no duty and shall incur no liability related to the authority to conduct inspections.

In order to support the alarm monitoring system described in Section 5.2E above, every Unit Owner must maintain electrical outlets and electrical service within the utility closet housing any air conditioning equipment according to specifications determined by the Board, and an operational telephone landline, according to specifications determined by the Board, at all times to support the Association's leak detection alarm monitoring system. Such electrical outlet(s) and telephone landline, if not already in place at the time of adoption of this Amendment, shall be installed by a contractor designated by the Association and on a date and at the time of the Association's choosing (subject to forty-eight (48) hours advance notice to the Owner). The cost of such installation shall be paid by the Owner of the utility closet in which the installation work is performed. If such electrical outlets, electrical service or telephone landline is not installed nor maintained in an operational state, the Association shall have the

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TELEPHONE (239) 552-3200

authority to install and/or maintain such electrical outlets, electrical service and telephone landline in an operational state and the expense incurred shall be charged to the Unit Owner and shall be secured by a lien against the Unit enforceable in the same manner as any other Assessment levied by the Association, which lien shall also secure interest, costs, and attorneys' fees.

Items of property other than HVAC equipment and related fixtures and equipment may not be placed or stored in the utility closet which houses the HVAC equipment.

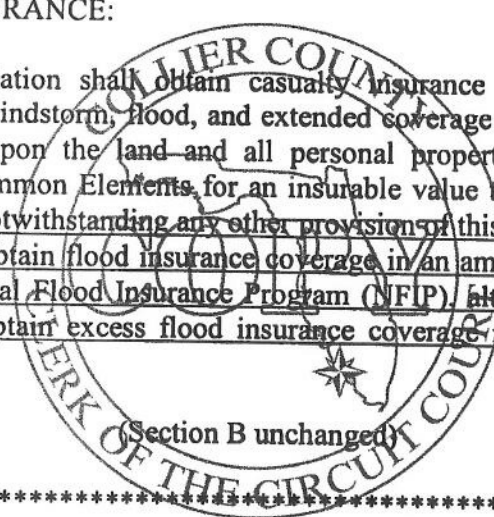
Unit Owners shall be liable for any damage caused by the failure to comply with the requirements and restrictions contained in this Section 5.3D.

Amendment No. 3:

**Amending Section 8.3A, "Casualty Insurance"
Declaration**

8.3 CASUALTY INSURANCE:

A. The Association shall obtain casualty insurance insuring against vandalism, malicious mischief, fire, windstorm, flood, and extended coverage insurance, insuring all of the insurable improvements upon the land and all personal property included in the Common Elements and Limited Common Elements for an insurable value to be determined annually by the Board of Directors. Notwithstanding any other provision of this Declaration, the Association shall not be obligated to obtain flood insurance coverage in an amount exceeding that which is available under the National Flood Insurance Program (NFIP). Although the Board may, in its sole discretion, elect to obtain excess flood insurance coverage in addition to the maximum available under the NFIP.



[SIGNATURES ON FOLLOWING PAGE]

**Certificate of Amendment
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TELEPHONE (239) 552-3200**

**CAP FERRAT AT CROWN COLONY
CONDOMINIUM ASSOCIATION, INC.**

BY: T.F. Belfer Deputy
President

Date: 4/10/09

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 10 day of April, 2009 by Deputy as President of Cap Ferrat at Crown Colony Condominium Association, Inc., a Florida Corporation, on behalf of the corporation. He/She is personally known to me or has produced (type of identification) known as identification. (If no form of identification is indicated, then he is personally known by me.)

NOTARY PUBLIC-STATE OF FLORIDA
Carol Anderson
Commission # DD437660
Expires: JUNE 06, 2009
Bonded thru Atlantic Bonding Co., Inc.

Notary Public

Printed Name

My commission expires: June 6, 2009

NAP_DB: 43891_1

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6 6

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TELEPHONE (239) 552-3200

CERTIFICATE OF AMENDMENT

DECLARATION OF CONDOMINIUM CAP FERRAT, A CONDOMINIUM

I HEREBY CERTIFY that the following amendment to the Declaration of Condominium of Cap Ferrat, A Condominium, was duly adopted by the Association membership at the duly noticed Special Members' Meeting of the Association on the 26th day of April, 2006, and adjourned to the 27th day of June, 2006. Said amendment was approved by a proper percentage of voting interests of the Association. The Declaration of Condominium is recorded at O.R. Book 3118, Page 2009 *et seq.*, of the Public Records of Collier County, Florida.

Additions indicated by underlining.
Deletions indicated by ~~striking through~~.

Amendment: Article V, Declaration of Condominium

(Sections 5.1 through 5.3 Remains Unchanged)

5.4 COMMON ELEMENTS - ASSOCIATION'S RESPONSIBILITIES:

A. The maintenance of the Common Elements and the Limited Common Elements (except balconies/terraces, storage areas, and cabanas as provided for in Section 3.6 above) shall be the responsibility of the Association, ~~and there shall be no material alterations or substantial additions to the Common Elements and the Limited Common Elements, except upon an affirmative vote of eighty percent (80%) of the Voting Interests.~~ There shall be no material alterations or substantial additions to the Common Elements or association real property by the Association, except as authorized by the Board of Directors. Provided, however, that if any such alteration or addition requires or obligates the expenditure of Association funds of more than five percent of the Association's budget for the fiscal year in which the work is authorized, including reserves, or if a special assessment of any amount is required, the Board shall obtain approval of two-thirds (2/3) of Voting Interests present (in person or by proxy) and voting at an Association meeting, provided that at least a majority of the entire Voting Interests vote in favor of the alteration or addition. Necessary maintenance of the Common Elements, or Association Property regardless of the level of expenditure, is the responsibility of the Board of Directors.

(Remainder of Article V Remains Unchanged)

WITNESSES (TWO):

CAP FERRAT AT CROWN COLONY
CONDOMINIUM ASSOCIATION, INC.

Carol Anderson
Signature
Carol Anderson
Printed Name

BY:

Jeff Belfore
Jeff Belfore, President

Date:

9/27/07

ATTEST:

Rob Turner
Rob Turner, Secretary

Date:

9/27/07

(CORPORATE SEAL)

STATE OF Florida

COUNTY OF Collier

SS:

The foregoing instrument was acknowledged before me this 27th day of Sept., 2007 by Jeff Belfore as President of Cap Ferrat at Crown Colony Condominium Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced (type of identification) known to me as identification and did take an oath.

NOTARY PUBLIC-STATE OF FLORIDA
Carol Anderson
Commission # DD437660
Expires: JUNE 06, 2009
Bonded Thru Atlantic Bonding Co., Inc.

Carol Anderson
Notary Public

Carol Anderson
Printed Name

My commission expires: June 6, 2009

FTM_DB: 355257_1

CAP FERRAT AT CROWN COLONY
CONDOMINIUM ASSOCIATION, INC.
RESOLUTION OF THE BOARD OF DIRECTORS

THIS RESOLUTION is adopted this 3rd day of February 2005 by the Board of Directors of the Cap Ferrat at Crown Colony Condominium Association, Inc. ("Board").

WITNESSETH:

WHEREAS, Section 13.1(d) of the Articles of Incorporation authorizes the Cap Ferrat at Crown Colony Condominium Association, Inc. ("Association"), through its Board, to enforce the Condominium Act of the State of Florida, the Declaration of Condominium, the Bylaws of the Association and the Rules and Regulations of the Association;

WHEREAS, Section 7.3 of the Bylaws of the Association provides:

The Board of Directors may, pursuant to F.S. 718.303(3) impose fines in such reasonable sums as they deem appropriate, not to exceed \$100.00 per violation, \$1,000.00 in the aggregate, against Unit Owners for violations of the condominium documents including the Rules and Regulations, by Owners or their guests or lessees. Each day of violation is a separate violation. No fine may be levied except after giving reasonable notice and an opportunity for a hearing to the Unit Owner and, if applicable, to licensee or invitee. The procedure for the hearing shall be established by the Board of Directors and be included in the Rules and Regulations of the Association. The hearing must be held before a hearing of the Unit Owners. If the committee does not agree with the fine, the fine may not be levied.

NOW THEREFORE, the Board establishes a Fining Committee ("Committee") and adopts the following guidelines to implement its fining authority:

1. The Recitals above are incorporated herein.
2. The Board hereby appoints the following Unit Owners, for a one (1) year term, who are not officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee of the Association:

Mr. Louis Bode -	Unit #301
Ms. Mary Lou Cecilio -	Unit #702
Ms. Janice Hermann -	Unit #1002
Mr. Juis Gonzalez -	Unit #903
Mr. Paul Duffy -	Unit #902
3. The Board may refer a Unit Owner to the Committee to consider whether to levy a fine after the Association has provided the Unit Owner notice and an opportunity to cure the violation(s) in accordance with Florida law. If the Unit Owner fails to cure the violation(s), the Association, through its Board, will promptly refer the matter to the Committee for its consideration in accordance with this Resolution.

4. The Committee shall convene to consider whether a Unit Owner, or Unit Owner's guest, licensee or invitee violated the Governing Documents (the Bylaws, Rules and Regulations, the Declaration of Condominium and the Articles of Incorporation hereinafter referred to collectively as the "Governing Documents"), upon not less than fourteen (14) days written notice to the Unit Owner, stating the date, time and location of the Committee hearing, and the nature of the alleged violations to be considered by the Committee. All Committee hearings shall take place at the Board Room at the Cap Ferrat. Notices to a Unit Owner of a meeting of the Committee shall be provided to the Unit Owner in accordance with Section 17.6 of the Declaration of Condominium of Cap Ferrat.
5. The Committee shall receive all proffered evidence, including written documentation and oral testimony, in relation to an alleged infraction of the Governing Documents prior to making a determination of whether to levy a fine against the Unit Owner.
6. The Committee may, in its discretion, establish reasonable parameters for the presentation of evidence in support and defense of a Unit Owner's, its guest, licensee or invitee's alleged infraction of the Governing Documents.
7. In the event the Committee determines a Unit Owner, its guest, licensee or invitee has violated the terms of the Governing Documents; the Committee shall impose a fine in the amount of \$100.00 for each infraction of the Governing Documents not to exceed \$1,000.00 in the aggregate.
8. The Committee shall provide a copy of the minutes of its meetings, and the findings of the Committee, to the Board of Directors of the Association within ten (10) days following said meetings.
9. To the extent not delegated to the Committee in this Resolution, the Board of Directors of the Association retains all powers granted it in the Governing Documents relating to the fining of a Unit Owner, its guest, licensee or invitee for violations of the Governing Documents.


IN WITNESS WHEREOF, we, being a majority of the Board of Directors of the Cap Ferrat at Crown Colony Condominium Association, Inc., a Florida corporation not for profit have hereunder set our hands this 3rd day of February 2005.

Witness



Witness

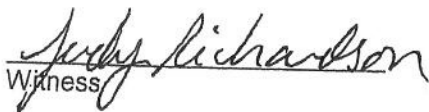
Joseph Livio Parisi



Joseph F. Belfore

4. The Committee shall convene to consider whether a Unit Owner, or Unit Owner's guest, licensee or invitee violated the Governing Documents (the Bylaws, Rules and Regulations, the Declaration of Condominium and the Articles of Incorporation hereinafter referred to collectively as the "Governing Documents"), upon not less than fourteen (14) days written notice to the Unit Owner, stating the date, time and location of the Committee hearing, and the nature of the alleged violations to be considered by the Committee. All Committee hearings shall take place at the Board Room at the Cap Ferrat. Notices to a Unit Owner of a meeting of the Committee shall be provided to the Unit Owner in accordance with Section 17.6 of the Declaration of Condominium of Cap Ferrat.
5. The Committee shall receive all proffered evidence, including written documentation and oral testimony, in relation to an alleged infraction of the Governing Documents prior to making a determination of whether to levy a fine against the Unit Owner.
6. The Committee may, in its discretion, establish reasonable parameters for the presentation of evidence in support and defense of a Unit Owner's, its guest, licensee or invitee's alleged infraction of the Governing Documents.
7. In the event the Committee determines a Unit Owner, its guest, licensee or invitee has violated the terms of the Governing Documents; the Committee shall impose a fine in the amount of \$100.00 for each infraction of the Governing Documents not to exceed \$1,000.00 in the aggregate.
8. The Committee shall provide a copy of the minutes of its meetings, and the findings of the Committee, to the Board of Directors of the Association within ten (10) days following said meetings.
9. To the extent not delegated to the Committee in this Resolution, the Board of Directors of the Association retains all powers granted it in the Governing Documents relating to the fining of a Unit Owner, its guest, licensee or invitee for violations of the Governing Documents.

IN WITNESS WHEREOF, we, being a majority of the Board of Directors of the Cap Ferrat at Crown Colony Condominium Association, Inc., a Florida corporation not for profit have hereunder set our hands this 3rd day of February 2005.


Witness


Joseph Livio Parisi

Witness

Joseph F. Belfore

GUEST SUITE POLICY
CAP FERRAT @ CROWN COLONY
CONDOMINIUM ASSOCIATION INC.
(Updated November 2014)

The Board of Directors approved the following policies and procedures for the Guest Suites on October 26, 2009, and revised the rates on November 11, 2014.

- Guest Suites are intended for the sole use of resident family members and friends.

RESERVATIONS:

- Resident must be in residence during the period of time their guest is/are renting a Guest Suite.
- Guest Suites may only be reserved within 60 days of the check in date.
- All reservations must be made with the management office.

PAYMENT:

- Payment must be made by the resident on the resident's checking account and made payable to Cap Ferrat.
- Payment in full must be made at the time of reservation.

CANCELLATIONS:

- Cancellations: If the reservation is cancelled more than fifteen (15) days prior to the day reserved, the entire rental fee will be refunded. If the reservation is cancelled less than fifteen (15) days prior to the day reserved none of the fee will be returned. If another Owner reserves the suite for the cancelled period, a refund for only those overlapping days that were reserved under the new reservation will be issued to the Owner who cancelled.

RATES:

- Rates will be as follows:

Season -	December 1 – May 30 - \$125.00 including tax
Off Season -	June 1 – November 30 - \$89.00 including tax

CHECK IN/OUT:

- Check-in is 3pm and Check-out is 11am. Keys may be picked up in the management office Monday thru Friday before 5pm. All guests checking in after 5pm or on Saturday and Sunday may pick up their keys at the front desk.

RENTAL PERIOD:

- Guest suites may not be rented for more than seven (7) consecutive days. However, a resident may extend their stay beyond seven days, if at the time of check in, the suite is available. The resident will be required to pay in full for the additional days at the time of the extended reservation is made.
- A resident may not rent both guest suites for the same time period. However, the second suite may be rented 7 days before the start of the reserved time period if it is available. Payment in full will be required at the time of the additional reservation is made.

GENERAL INFORMATION:

- Both Guest Suites are non-smoking and pets are not allowed.
- Housekeeping services are provided daily.
- Guests staying in the suites will be permitted to use all of the common areas and amenities.
- Residents are responsible for any damages incurred during the stay of their guest.

HOLIDAY PERIODS:

- During peak holiday times a lottery will be held for the suites. All residents will be notified 45 days prior to the date of the lottery. Lotteries will be held 60 days prior to the holiday periods enabling residents to plan accordingly.
- *Cancellations:* If the reservation is cancelled more than thirty days prior to the day reserved, the entire rental fee will be returned.
- If another Owner reserves the suite for the cancelled time period, a refund for only those overlapping days that were reserved under the new reservation will be issued to the Owner who cancelled.

PET POLICY
CAP FERRAT @ CROWN COLONY
CONDOMINIUM ASSOCIATION INC.
(Updated November 11, 2005)

The Board of Directors has approved the following policies and procedures for pets on April 30, 2004.

In addition to the existing rules within the Cap Ferrat @ Crown Colony Condominium Association, Inc. documents, which read as follows:

"15. Owners may have a maximum of two (2) small domesticated pets* (dogs or cats), as well as two small caged birds, provided they are not kept, bred, or maintained for commercial purpose in their units. All four-legged pets shall be kept on a leash while outside the owner's unit. In the event that any pet on the premises should constitute a nuisance, in the opinion of a majority of the Board of Directors, then the Owner, when so notified in writing, shall be required to immediately remove said pet from the premises. The Board of Directors may waive this provision and permit certain approved pets on the premises."

*Dogs not to exceed 25 pounds.

The following will be added:

- Pets are not permitted in any of the lobby level amenity rooms including:
 - a. The Billiard Room
 - b. The Library
 - c. The Kitchen
 - d. The Card Room
 - e. The Hunt Room
 - f. The Board Room
 - g. The Spa Restrooms
 - h. The Fitness Center
 - i. The Guest Suites
 - j. The Management Offices
- No pets are permitted in the pool or on the pool deck. Pool deck is defined as paved area within ten (10) feet of pool edge.
- Unit Owners are responsible for cleaning any "accidents" created in public areas, including picking up after their animal outside on the property.

Hunt Room Policy
March 8, 2017

- Residents may reserve the Hunt Room for use no more than 30 days in advance between the hours of 9:00am and 12:00 midnight. Reservations will be blocked for morning, afternoon or evening time periods. Reservations are scheduled through the front desk.
- Residents may reserve the room for no more than two times per week. Should no other reservations be received, the resident may check with the front desk five days prior to their reservation to reserve an additional time above the maximum of two times per week.
- The Wii and any other controls will be signed in and out at the front desk. The resident will be responsible for the safe return of any controls, or will be liable for the cost of its replacement.
- An adult must accompany all children under the age of 12 at all times.
- If no reservations have previously been made and the Hunt Room is available, a resident wishing to utilize the room may use the room.

If there are any questions or concerns regarding this policy, please do not hesitate to contact the management office at 597-6033.

THANK YOU!

FITNESS CENTER / SPA AREA POLICY
CAP FERRAT @ CROWN COLONY
CONDOMINIUM ASSOCIATION INC.

(Updated March 31, 2005)

The Board of Directors has approved the following policies and procedures for the fitness center / spa area on April 30, 2004 and the underlined has been updated on March 31, 2005.

- The Fitness Center and Spa areas are intended for the sole use of the Unit Owner and their guests.
- All Children 12 and under are not permitted to use this area.
- Animals are not allowed in these areas.
- All doors leading to the pool area from the fitness center are to be remained closed at all times.
- Please ensure lights and TV's are turned off when you leave these areas.
- Please wipe down the equipment when you are finished.
- Please return equipment to proper storage spot when you are finished.
- If there is someone waiting for cardio equipment, please limit your time to 30 minutes.
- For your safety, please don't crowd those using free weights.
- No food or beverages are permitted in these areas. Water is allowed and available for your use. Please use caution with water on the electronic machines.
- We advise you consult with your physician before starting any physical fitness program.

OUTSIDE PARTY RULES

February 15, 2006

- 1). Proposed function must be submitted to Association office for approval and scheduling no less than two weeks prior to determined date.
- 2). Proposed functions may not interfere with any Cap Ferrat activities.
- 3). Proposed function may not preclude the use of the Pool, Library or Grand Salon by Cap Ferrat residents. The Billiards Room, Board Room, Kitchen, Card Room and Hunt Room may be exclusively reserved.
- 4). Proposed function sponsor is responsible for leaving areas used in the same condition in which they were found; a cleaning service may be arranged through Resident Services. A \$100 deposit will be required and applied to any cleaning service charges deemed necessary. In no way is the deposit to be construed as a limitation to liability for damages or total cleaning charges.
- 5). Function set-up services and valet parking must be arranged through Resident Services. Caterers may also be optionally arranged through Resident Services. All caterers must provide relevant documentation required of contractors prior to the date of the function, and must observe all Cap Ferrat Association rules.
- 6). Cap Ferrat Association rules currently in place for the use of the Billiards Room, Card Room and Hunt Room must be followed. No food will be allowed in the Billiards Room or Library.
- 7). No interior surface may be altered in any way nor may any surface be affixed by any method (including tape, tack, nail, staple) unless otherwise authorized by the Social Committee. Table tops and all furniture must be protected from food spills, water, heat or cold.
- 8). Cap Ferrat Association rules currently in place for the pool area must be followed. No glass or china serving ware outside in the pool deck area, spa area, or gazebo area will be permitted; plastic only may be used. No music is allowed past 10 pm, in accordance with the Collier County noise ordinance.

TENNIS COURT RULES AND REGULATIONS

NOVEMBER 11, 2005

(Revised October 20, 2006)

1. Tennis courts are to be used for the sole purpose of playing tennis.
2. No running or cross training shoes with rough soles permitted. Proper tennis attire required.

****NOT ACCEPTABLE ATTIRE**

- a. No bathing suits
 - b. Men must wear shirts with sleeves (i.e., no tank tops or muscle shirts).
 - c. Women must wear shirts that cover the midriff
 - d. No blue jeans (regular or cut-off) allowed.
3. Residents playing with other residents (or their houseguests) may sign up for court time up to five days in advance; residents playing with local guests may sign up for court time up to three days in advance. All Cap Ferrat organized tennis groups are exempt from this reservation policy. Special events needing advance sign-up may be submitted for approval to the tennis chairman.
 4. All local guests must have a resident present on the court. Houseguests may play without a resident present.
 5. Children 12 and under must be accompanied by a responsible adult or be approved to play unaccompanied by the tennis committee. Morning reservation times are for adults only.
 6. Before reentering the building shoes must be either removed or sufficiently cleaned.

Cap Ferrat
@ Crown Colony Condominium Association, Inc.
6597 Nicholas Blvd
Naples, FL 34108
(239) 597-6033
(239) 597-3676 fax

TO: ALL CONTRACTORS / VENDORS

Cap Ferrat welcomes all vendor personnel and trades people who are providing services and goods to our owners. Please take the time to read these instructions.

It is the objective of these rules and policies to facilitate the efforts of all contractors and service providers by establishing procedures that will enable them to do their jobs in an efficient, timely way while at the same time respecting the rights of other trades people, owners, guests and staff personnel and to maintain the integrity of the building, its facilities and grounds. Failure to comply with these rules may result in a fine of \$200 per occurrence and fine must be paid prior to re-entry. After three such occurrences access to the building may be denied.

The Cap Ferrat Board of Directors implemented a change to our existing Rules & Policies document. Please take a moment to read an important addition to our Contractor/Vendor Policies.

"Smoking is prohibited by contractor/vendors while on Cap Ferrat property",
this includes all parking areas.

Please make sure to pass this information on to all your employees/technicians that may be coming to work at Cap Ferrat.

If you have any questions, please feel free to contact the Management Office Monday through Friday.

We appreciate your cooperation.

CAP FERRAT BOARD OF DIRECTORS

VENDOR RULES AND POLICIES UPDATED MAY 2015

1. Contractors and trades people are required to register with the Cap Ferrat office prior to commencing work. Evidence of the following credentials must be presented: General Liability Insurance, Workers Compensation Insurance, listing Cap Ferrat as Certificate Holder (or Exempt Certificate), Current Business License.
2. Contractor personnel and trades people may access the building Monday thru Friday from 8:00 am to 4:30 pm (except holidays). *No exceptions without management approval.* You must notify the front desk upon leaving the building each day. Tools and materials must be exclusively brought in through the garage. Use of power tools, hammers, saws, noisy work is prohibited between November 15 – May 1.
3. Prior arrangements should be made by the owner and contractor personnel and trades people with the Cap Ferrat office, without which access may be denied. Box trucks or trucks with trailers must be scheduled in advance for parking. Deliveries are to be scheduled in advance and coordinated with the owner along with the management staff.
4. Provided all credentials are current and on record in Cap Ferrat office, and provided that prior arrangements for scheduled work have been made with Cap Ferrat office personnel, service provider will sign in through the front desk on the Lobby Floor. The building representative checking you in will assign parking and access to the loading area as scheduled.
5. Contractor personnel and those making deliveries must use the designated padded service elevator in each tower and are asked to be sure the padding remains in place and that all efforts are made to protect the elevator, elevator lobby and garage from damage. Vendors are expected to use their own dollies, etc and refrain from using resident carts.
6. Contractor personnel and trades people are responsible for removal of all trash and debris from Cap Ferrat premises including any that might have fallen from balconies. Cap Ferrat garbage disposal facilities – including the in-unit trash chutes are not to be used. Please be sure that you leave all common areas as clean.
7. If there is a possibility of potential dust, smoke, fumes etc. **ALL CONTRACTORS** are expected to cover all smoke detectors first thing in the morning and remove at night before leaving. If contractors are leaving the area for any reason, including lunch, smoke detectors will be uncovered, then recovered upon their return. ***If fire alarm is activated due to lack of compliance, or other actions of the service provider, the person or company responsible will be required to pay any fine charged to the Association by the Fire Department (currently \$500.00).***
8. Please report promptly to the management staff any damage to elevator, elevator lobby or garage whether or not you are the responsible party.
9. Smoking is prohibited by contractor/vendors while on Cap Ferrat property, this includes all parking areas.

Again, we thank you for your compliance with these rules and for your cooperation in helping to maintain the appearance, cleanliness and integrity of the building. If you have questions, concerns or suggestions, please contact the Cap Ferrat Office at 239-597-6033.

Company Name (printed)

Date

Contractor / Vendor Name (person signing form)

Unit # Working In

Signature

Phone Number

CAP FERRAT @ CROWN COLONY CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS

RULE: “HEAVY” CONSTRUCTION OR “EXTENSIVE REMODELING” WORK. Unit owners may not engage in “extensive remodeling work” or “heavy construction” activity, except with prior written approval of the Board of Directors, and then, only during the period of May 1, through November 15, inclusive. “Extensive remodeling” or “heavy construction” shall be as determined by the Board of Directors from time to time, and shall include but not be limited to activities involving the following:

- Activities involving the use of power equipment such as jackhammers, drills, saws, compressors, nail guns, and the like, which create substantial noise, as determined by the Board.
- Activities resulting in the creation of substantial noise that can be heard outside of the unit, such as excessive hammering, regardless of whether power equipment is used or not, as determined by the Board.
- Activities rendering the unit uninhabitable during the performance of the work.
- Activities requiring the storage of materials or equipment on the premises outside of the unit, or the presence of vehicles or equipment on the Condominium Property.
- Activities involving the presence of work crews or significant numbers of workers, as determined by the Board.
- Activities requiring the use of scaffolding, booms, or other forms of exterior access.

Unless otherwise approved in writing the Board of Directors, work shall only be performed between the hours of 8:00 A.M. and 4:30 P.M., Monday through Friday.

Any “extensive remodeling” or “heavy construction” work must be commenced on or after May 1, and must be completed, as evidenced by a Certificate of Occupancy, Certificate of Completion, or similar approval from a governmental entity, by November 15 of the same year. If such a Certificate of Occupancy, Certificate of Completion, or similar document evidencing final governmental approval, has not been produced by November 15, work shall cease on the project until the following May 1.

The Board may waive the prohibition against “heavy construction” or “extensive remodeling work” being done in the period between November 15 and May 1, in the case of an emergency (or in deminimus cases or hardship situations), as determined by the Board, and may permit the temporary staging of scaffolding for maintenance and repair of hurricane shutters. In general, hardship situations will be limited to emergency conditions, such as those created by catastrophic events or casualties. The Board, or Manager, shall have the authority to issue a “Stop Work Order” in the event of violation of this provision. Said “Stop Work Order” will be effective upon posting a notice on the unit’s door. Any work performed during a “Stop Work Order” shall subject the unit owner to all remedies contained in the Condominium Documents, including a fine of \$100.00 per day for each day of violation.

Revised May 19, 2014

Cap Ferrat

@ Crown Colony Condominium Association, Inc.

May 30, 2006

To all Cap Ferrat Condo Association Members:

It is now that time of year when many of our association members have headed back north or are using the summer months to travel. It is especially important that during these upcoming months we are keenly aware of the due dates for our association dues and that late fees are avoided.

Association dues are invoiced on the first day of the month ending a quarter, June 1st for example. The dues are payable by the First day of the next month, July 1st to continue the example. Late fees become payable if payment is not received by the 10th day after the due date. Again, continuing the example, that would be July 11th. It is important that the association receive the dues in a timely fashion as the association has regular operating expenses each month.

As a courtesy, Guest Services will call any member whose dues may be late. However, this is done only as a courtesy and may not be practicable each quarter depending on the circumstances and workload for Guest Services at that point in time.

This letter is simply intended to be a reminder and not a reflection of any payment issues as our members are very diligent in getting the payments to us on time.

The board wishes each of you an enjoyable, safe and exciting summer and we look forward to seeing you all again when you return.

Sincerely,

Your Board of Directors

ROOF ACCESS POLICY
CAP FERRAT @ CROWN COLONY
CONDOMINIUM ASSOCIATION, INC.

February 19, 2013

Roof access will be provided through the elevator lobbies adjacent to PH units # 11, 12, 14, 22, 24

Guidelines to follow:

1. Use most convenient access to the job location if unoccupied
2. If occupied, use next convenient access to the job location
3. If all access units are occupied revert back to rule # 1
4. Cap Ferrat maintenance staff will escort vendors on installation of new HVAC equipment and removal of old equipment

Smoking Policy
March 8, 2017

- *No person shall engage in smoking on any portion of the Condominium Property, including parking lots, garage, cabana's, west balconies (facing the pool), recreational areas or the grounds of the Condominium except as provided herein.*
- *Residents may smoke only within their unit or on the East balcony (facing Pelican Bay Blvd.) with front doors, west facing doors and west facing windows closed.*