

Prepared by and returned to:

Becker & Poliakoff, P.A.
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4001 Tamiami Trail North, Suite 410
Naples, FL 34103

Recording Fee: \$27.00

CERTIFICATE OF AMENDMENT

DECLARATION OF CONDOMINIUM

BRIGHTON AT BAY COLONY CONDOMINIUM ASSOCIATION, INC.

I HEREBY CERTIFY that the following amendment(s) to the Declaration of Condominium of Brighton at Bay Colony Condominium Association, Inc., were duly adopted by the Association membership at the duly noticed Annual and Board of Directors Meeting of the Association on the 17th day of March 2015. Said amendment(s) were approved by a proper percentage of voting interests of the Association. The Declaration of Condominium is recorded at O.R. Book 1938, Page 611 *et seq.*, of the Public Records of Collier County, Florida.

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

Amendment No. 1:

Section 13.1, Declaration of Condominium

13. **LEASE, CONVEYANCE, DISPOSITION, FINANCING** - The purpose and object of this Section is to maintain a quiet, tranquil, non-transient and single family oriented atmosphere with the residents living in compatible coexistence with other financially responsible persons who are of like mind and acceptable both in character and comportment. This objective is considered to be both important and justified because of the necessity of sharing facilities and because of the large personal financial investment of each owner. Therefore, the lease, conveyance, disposal and financing of the units by owners (subject to the exceptions provided in Section 18.1) shall be subject to the following provisions:

13.1 **ASSOCIATION APPROVAL REQUIRED** - No owner may sell, lease, give or dispose of a unit or any interest therein in any manner without the written approval of the Association. The approval shall be a written instrument in recordable form which shall include, without limitation, the nature of the transaction (sale, lease, etc.), the parties to the transaction (sellers, purchasers, etc.) the unit number, the name of the condominium and the Condominium Official Records Book (O.R. Book) and Page numbers in which this Declaration was originally recorded. For all unit transfers of the title other than from the Developer, the approval must be

recorded in the Collier County, Florida Public Records simultaneously with the Deed or other instrument transferring title to the unit. Approvals of leases need not be recorded. Only entire units may be leased. All leases must and shall be deemed to contain the agreement of the lessee(s) to abide by all of the covenants of the condominium and Community Associations' documents and must and shall be deemed to provided that violation of the documents is a breach and event of default of the lease and grounds for damages, termination and eviction and that the lessee and the owner agree that the Association may proceed directly against such lessee(s) and the lessee(s) shall be responsible for Association's costs and expenses, including attorney's fees, at all trial and appellate levels. If such costs and fees are not immediately paid by the lessee(s), the Unit Owner shall pay them and such funds shall be secured as a charge. Each Unit Owner by acceptance of a deed to a unit and by the terms of this declaration appoints the Association as owner's agent to bring actions in owner's name and at owner's expense including injunction, damages, termination and eviction. The rules and regulations must be provided to the lessee(s) by or on behalf of the unit owner at or before the commencement of the lease term. The minimum leasing period shall be not less than three (3) consecutive months and no unit may be leased more than one (1) time in any twelve (12) month period. No Unit Owner, regardless of the number of Units owned by such Unit Owner, shall be permitted to Lease more than one Unit at any time. For purposes of the preceding sentence, any spouse, or blood relative to any degree, of a Unit Owner shall be deemed to be one and the same Unit Owner. In addition, any corporations, limited liability companies, partnerships, trusts, or other non-natural person entities which are majority owned or controlled by the same person or entity, or are majority owned or controlled by the spouse, or blood relative to any degree, of a person who is the majority owner of such entity, shall be deemed to be one and the same Unit Owner.

(Section 13.2 to 13.6 remains unchanged)

WITNESSES:
(TWO)

BRIGHTON AT BAY COLONY
CONDOMINIUM ASSOCIATION, INC.

Ellen Angino

Signature

Ellen Angino, director

Printed Name

Guenther Mathoni

Signature

Guenther Mathoni, Treas.

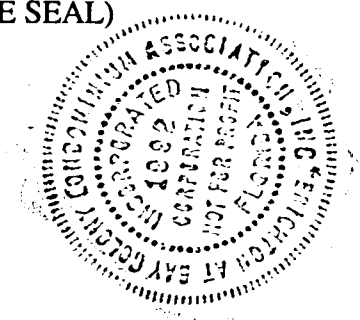
Printed Name

BY: [Signature]

Dwight Massey, President

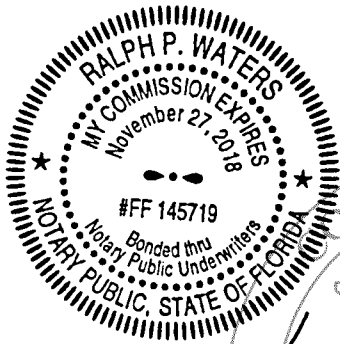
Date: 4/27/15

(CORPORATE SEAL)



STATE OF FLORIDA)
) SS:
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 27 day of April 2015, by Dwight Massey as President of Brighton at Bay Colony Condominium Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced (type of identification) _____ as identification.



Ralph P. Waters LCBM
Notary Public

Ralph P. Waters
Printed Name

My commission expires: 11/27/2018
ACTIVE: B14193/247142:6971113_1

