

WHEN RECORDED RETURN TO:

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

Recording Fee: \$35.50

CERTIFICATE OF AMENDMENT

DECLARATION OF CONDOMINIUM

BRIGHTON AT BAY COLONY CONDOMINIUM ASSOCIATION, INC.

I HEREBY CERTIFY that the following amendments 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 Meeting of the Association on the 16th day of March, 2010. Said amendments 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, as amended.

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

Amendment: **Section 4.9 of the Declaration**

4.9 COMMON EXPENSES - All expenses and assessments properly incurred by the Association for the condominium, and such expenses as may be declared to be common expenses by this Declaration. The cost of providing cable television under a bulk service contract shall be a common expense. Notwithstanding any provision in this Declaration or in any other Condominium Document to the contrary, the Association, through the Board of Directors, shall have the authority to acquire and install a water leak detection and water shut off system, and a humidity and temperature sensor system (hereinafter referred to collectively as "the System" or "System"). The System may be installed as more specifically described in Section 6.1 below. The costs of the acquisition, installation and ongoing maintenance, repair, replacement, and monitoring of the System, shall all be proper common expenses of the Association.

Amendment: **Section 6.1 of the Declaration**

6.1 BY THE ASSOCIATION - The Association shall maintain, repair and replace, at the Association's expense, the common elements. The Association shall also be responsible for the maintenance (cleaning) of the glass panels on all balconies facing west at the Association's expense and the maintenance (changing filters, cleaning out drains, back flushing of water loops and general

maintenance inspections) of air conditioning systems exclusively benefiting particular units also at the Association's expense.

The Association, in connection with its statutory right of access to Units pursuant to Section 718.111(5), F.S. (2009), has the right to enter Units and Limited Common Elements to install, operate, maintain, repair, replace and monitor a water leak detection and water shut off system, and a humidity and temperature sensor system (referred to collectively as "the System" or "System"). The System may be located in or upon the Common Elements and/or Units. The System shall include a shut off valve that will be installed upon the main water supply line of each Unit. Such valve may be installed on the line after the location of the manual shut off valve and after the regulator, if the Unit has a regulator. The System may also include battery operated sensors and transmitters that will be installed and located at every water source within a Unit. The System shall include telephone dialer equipment. The System shall also include a humidity and temperature sensor in each Unit, to be installed in a location determined by the Association and its qualified consultants. Such humidity and temperature sensor equipment shall also include telephone dialer equipment.

This System shall be a Common Element to be maintained by the Association wherever the System is located upon the Common Elements of the Condominium Property, and shall be considered Association Property wherever located within a Unit. The System shall be accessible to the Association upon reasonable notice in the case of a non-emergency, but immediately, and without advance notice in an emergency situation. Any cost to repair damage or other additional costs incurred due to the Unit Owner's failure to provide access for the purposes described in this subsection shall be the liability of the Unit Owner and shall be secured by a lien and subject to foreclosure in the same manner as all other Assessments.

Notwithstanding the Association's authority and obligation to pay for the installation and maintenance of the System, if the System indicates a water leak or a high humidity/temperature condition within the Unit, and if the Association is required to correct the source of the leak or condition by repairing or replacing an item of property that is otherwise the maintenance responsibility of an individual Unit Owner, then the Unit Owner shall be responsible for reimbursement of reasonable charges incurred by the Association, which charges shall be secured by a lien and subject to foreclosure in the same manner as all other Assessments.

The Association shall be responsible to repair, and pay the cost of repair, of any incidental damage caused to a Unit Owner's property or to a Unit in connection with the installation and ongoing maintenance and monitoring of the System.

Unit Owners, their agents, and their service providers are prohibited from servicing, or in any manner tampering with, the equipment that comprises the System described herein, without the written consent of the Association. Any costs incurred by the Association to repair or replace any part of the System that is removed or damaged by the willful act or negligence of a Unit Owner

CERTIFICATE OF AMENDMENT

Page 2 of 4

LAW OFFICES

BECKER & POLIAKOFF, P.A., 999 VANDERBILT BEACH ROAD • SUITE 501 • NAPLES, FL 34108
TELEPHONE (239) 552-3200

shall be a charge against said Owner which shall be secured by a lien and subject to foreclosure in the same manner as all other Assessments.

Nothing contained herein is intended, nor shall it be construed, to create any obligation of the Association to prevent water leaks, temperature or humidity conditions, or resulting or related damage. Unit Owners remain fully responsible to maintain portions of the Condominium Property pursuant to all other provisions of this Declaration.

Amendment:

Section 6.2.1 of the Declaration

6.2. BY THE UNIT OWNER – The responsibility of the unit owner shall be as follows:

6.2.1. SPECIFIC ITEMS - To maintain, repair and replace at his expense, all portions of the unit except the portions to be maintained, repaired and replaced by the Association. The unit owner's responsibility specifically includes windows and glass panels, hurricane shutters, doors except exterior surface paint or stain, screens, frames, hardware, appliances, fixtures, cabinets, switches, air handlers, wiring, piping, ductwork and plumbing serving only the particular unit, whether located inside or outside the unit. The unit owner's responsibility also includes the interiors of the cabanas and storage lockers together with any of the listed items that apply to these facilities. Unit owners are also responsible for maintaining the porches, balconies, terraces and other limited common elements appurtenant to their unit but excluding parking spaces, exterior painting and any structural work, and those maintenance items set forth in Article 6.1 above.

In addition to the foregoing, and in order to support the telephone dialer alert equipment associated with the System, every Unit Owner shall maintain an operational telephone landline, according to specifications determined by the Board, at all times throughout the year. Failure to maintain such an operational telephone landline shall permit the Association to obtain telephone service for the Unit and charge all costs and expenses incurred thereby to the Unit Owner and such charges shall be secured by a lien and subject to foreclosure in the same manner as all other Assessments.

Unit Owners shall not store property in the air conditioning / utility closet in any manner which impedes access to any part of the System located therein for the purpose of installation, maintenance, repair, replacement and monitoring.

(Signatures on the Following Page)

CERTIFICATE OF AMENDMENT

Page 3 of 4

LAW OFFICES

BECKER & POLIAKOFF, P.A., 999 VANDERBILT BEACH ROAD • SUITE 501 • NAPLES, FL 34108
TELEPHONE (239) 552-3200

WITNESSES:

**BRIGHTON AT BAY COLONY
CONDOMINIUM ASSOCIATION, INC.**

(TWO)

Robert Tucci
Signature
Robert Tucci
Printed Name

BY: Vincent Pettinelli
Vincent Pettinelli, President

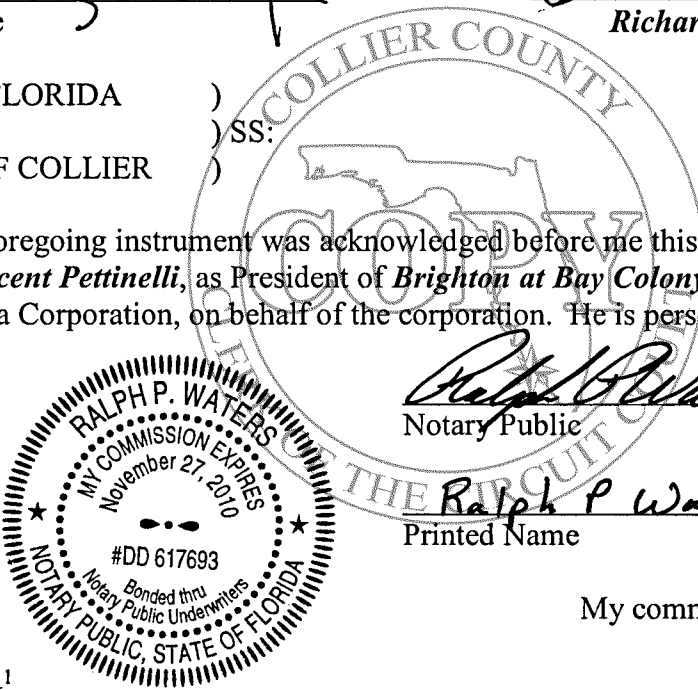
Date: 4/20/10

W.S. Ruzenberg
Signature
W.S. Ruzenberg
Printed Name

ATTEST: Richard Cavo
(CORPORATE SEAL)
Richard Cavo, Secretary

STATE OF FLORIDA)
) SS:
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 20 day of April, 2010, by Vincent Pettinelli, as President of Brighton at Bay Colony Condominium Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me.



Ralph P Waters
Notary Public
Ralph P Waters
Printed Name

My commission expires: November 27, 2010

ACTIVE: 2930217_1