

Retn:
BECKER & POLIAKOFF
3003 TAMiami TRAIL N #210
NAPLES FL 34103**CERTIFICATE OF AMENDMENT****DECLARATION OF CONDOMINIUM
BRIGHTON AT BAY COLONY, A CONDOMINIUM****BY-LAWS
BRIGHTON AT BAY COLONY CONDOMINIUM ASSOCIATION, INC.**

I HEREBY CERTIFY that the following amendment to the Declaration of Condominium of Brighton at Bay Colony and the amendment to the By-Laws of Brighton at Bay Colony Condominium Association, Inc. were duly adopted by the Association membership at the duly noticed annual members' meeting of the Association on the 18th day of March, 2002. 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, Pages 611, et seq. of the Public Records of Collier County, Florida.

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

Amendment No. 1: Article 13, Section 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

Page 1 of 3
LAW OFFICES

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 the 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 such funds shall be secured as a change. Each Unit Owner by acceptance of the 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 the behalf of the unit owner at or before the commencement of the lease term. The minimum leasing period ~~is 30 days~~ shall be not less than three (3) consecutive months and no unit may be leased more than ~~two (2)~~ one (1) times in any twelve (12) month period per calendar year.

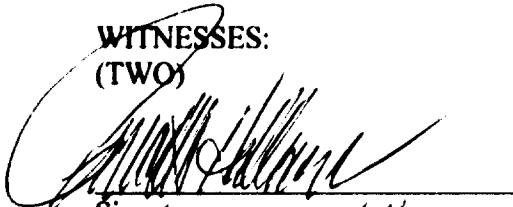
Amendment No. 2: Article 3, Section 2, By-Laws

3. BOARD OF DIRECTORS

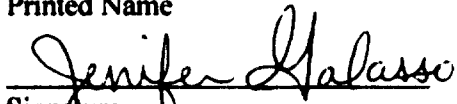
(Section 3.1 Unchanged)

3.2. TERM OF SERVICE - The term of each Director's service shall extend until their elected term is completed and thereafter until their successor is duly elected and qualified or until the Director is recalled in the manner provided in the Condominium Act by a majority of the voting interests. Provided that a seat held by a Director who ceases to be an owner shall thereby automatically become vacant. Effective with the election of the Directors in the year 2002, no Director shall be eligible for election to the office of Director for more than two (2) consecutive terms. One (1) year after the conclusion of a Director's two (2) consecutive terms, a former Director will again be eligible for election to the office of Director.

WITNESSES:
(TWO)



Signature
Bernadette Holleran
Printed Name


Signature
Jenifer Galasso
Printed Name

BRIGHTON AT BAY COLONY CONDOMINIUM ASSOCIATION, INC.

BY: 
Katherine Tardio, President

Date: 7/3/02

(CORPORATE SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 14th day of April, 2002, by Katherine Tardio as President of Brighton at Bay Colony Condominium Association, Inc., a Florida Corporation, on behalf of the corporation. She is personally known to me or has produced (type of identification) FL. Drivers License as identification and did take an oath.

Lynnann Ballard
Notary Public
LYNANN Ballard
Printed Name

My commission expires: _____
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