

Prepared by and Return To:
Andrew P. Speranzini, Esquire
Randall K. Roger & Associates, P.A.
621 NW 53rd Street, Suite 300
Boca Raton, Florida 33487

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF CONDOMINIUM OF BRIGHTON AT BAY COLONY,
A CONDOMINIUM; ARTICLES OF INCORPORATION OF BRIGHTON AT BAY
COLONY CONDOMINIUM ASSOCIATION, INC.; AND BY-LAWS OF BRIGHTON
AT BAY COLONY CONDOMINIUM ASSOCIATION, INC.**

THE UNDERSIGNED HEREBY CERTIFIES that the attached amendments to the Declaration of Condominium of Brighton at Bay Colony, A Condominium ("Declaration"), the Articles of Incorporation of Brighton at Bay Colony Condominium Association, Inc. ("Articles") and the By-Laws of Brighton at Bay Colony Condominium Association, Inc. ("Bylaws"), all as recorded in Official Records Book 1938, Page 611, in the Public Records of Collier County, Florida, were duly adopted in the manner provided in Article 15 of the Declaration, Articles IX and X of the Articles and Article 9 of the Bylaws.

IN WITNESS WHEREOF, we have affixed our hands this 26 day of March, 2019, in Collier County, Florida.

Executed in the presence of:

[Signature]
Signature of Witness

By: [Signature]
Steven Picheny, President

Nice Lichter
Printed Name of Witness

[Signature]
Signature of Witness

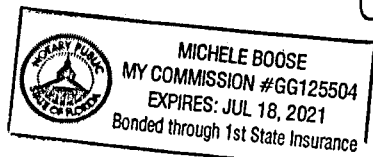
Jack A Eifield
Printed Name of Witness

STATE OF FLORIDA)
COUNTY OF COLLIER)

On this 26th day of March, 2019, personally appeared Steven Picheny, the President of Brighton at Bay Colony Condominium Association, Inc., who is personally known to me or who produced his driver's license as identification, and acknowledged that he executed the foregoing Certificate of Amendment for the purpose therein expressed.

WITNESSETH my hand and seal this day and year last above written.

[Signature]
NOTARY PUBLIC
My Commission Expires: July 18, 2021



AMENDMENTS TO
DECLARATION OF CONDOMINIUM OF BRIGHTON AT BAY COLONY, A
CONDOMINIUM; ARTICLES OF INCORPORATION OF BRIGHTON AT BAY
COLONY CONDOMINIUM ASSOCIATION, INC. AND BY-LAWS OF BRIGHTON AT
BAY COLONY CONDOMINIUM ASSOCIATION, INC.

(additions indicated by underlining, deletions by "strikethroughs" and
unaffected language by ". . ." or "***")

Amendments to the Declaration of Condominium of Brighton at Bay Colony, A
Condominium ("Declaration"); Articles of Incorporation of Brighton at Bay Colony
Condominium Association, Inc. ("Articles"); and By-Laws of Brighton at Bay Colony
Condominium Association, Inc. ("Bylaws"), as more particularly described below.

A. Amendments to the Declaration:

1. Amendments to Sections 1. and 4. of the Declaration, as follows:

1. SUBMISSION TO CONDOMINIUM – The fee simple title to the lands
located in Collier County, Florida and described in attached Exhibit "E" are
submitted to the condominium form of ownership and are subject to and
governed by Chapter 718 of the Florida Statutes, as same may be amended
and/or renumbered from time to time.

4. DEFINITIONS – The terms used herein shall have the meanings
stated in the Condominium Act (Florida Statutes, Chapter 718), as same may
be amended and/or renumbered from time to time, and as follows, unless the
context otherwise requires:

2. Amendments to Sections 4.1. and 4.7. of the Declaration, as follows:

4.1. ASSESSMENT – The share of the funds required for the payment of
common expenses which from time to time is assessed against a unit owner.
Additionally, any other charges, obligations, expenses or other costs that the
Association is authorized by this Declaration to assess against a unit owner
shall, if so assessed by the Association, be considered to be an Assessment.

4.7. CHARGE OR SPECIAL CHARGE – The obligation of a unit owner to
pay or reimburse money to the Association which, unless otherwise specified
in this Declaration, cannot be secured as an assessment pursuant to F.S.
718.116, but which shall give rise to a cause of action against the unit owner
pursuant to this Declaration. However, the Declaration may specify that any
charge, obligation, expense or other cost authorized by this Declaration to be
charged against a unit owner, such as but not limited to a charge to
reimburse the Association for any costs incurred by the Association in

attending to any maintenance, repairs, replacements, or restoration to any unit or any portion of the Condominium Property necessitated by the unit owner's (or the unit owner's family members', guests' or invitees') negligence, neglect or misconduct, or to enforce any provision of the Association's governing documents or to bring any unit owner into compliance with the governing documents, may be assessed against the subject unit and/or unit owner, and if so stated in this Declaration, and if so assessed, such charge shall be considered an assessment, and the Association shall have a continuing lien on the unit owner's unit to secure repayment of such assessment, and the Association may enforce and/or foreclose on such lien in the same manner as a lien for unpaid assessments for common expenses, as provided for in this Declaration and in the Condominium Act, as same may be amended or renumbered from time to time.

3. Amendments to Section 4.16. of the Declaration, as follows:

4.16. FAMILY – means one natural person or a group of two or more natural persons each of whom is related to each of the others by blood, marriage or adoption (exclusive of household servants), limited, however, to an owner's or approved lessee's spouse or significant other, parents, grand-parents, children, grand-children, siblings and children of siblings (including in-laws and step-children); or not more than two persons not so related, who reside together as a single no-profit housekeeping unit.

4. Amendments to Section 6. of the Declaration, as follows:

6. MAINTENANCE RESPONSIBILITY – the responsibility for maintenance of the condominium shall be as follows:

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 (which shall be limited to cleaning) of the glass panels on all balconies facing west at the Association's expense and the maintenance (which shall be limited to 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 located 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 sub-section shall be the liability of the Unit Owner, and the Association may assess the Unit Owner and/or Unit for all such costs, and such Assessment shall be secured by a lien and may be enforced and foreclosed 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, and the Association may assess the Unit Owner and/or Unit for all such charges, which charges shall be secured by a lien and may be enforced and foreclosed 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 shall be a charge against said Owner, and the Association may assess the Unit Owner and/or Unit for all such charges, which Assessment shall be secured by a lien and may be enforced and foreclosed 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. The Association's maintenance responsibilities shall also include:

6.1.1. STRUCTURAL – Those portions of the unit which contribute to the support of the building including, but not limited to, the perimeter walls, columns, roof and floors. Also, wiring, piping, ductwork and other

mechanical, electrical or other installations or equipment serving the common elements or more than one unit.

6.1.2. **NEGLIGENCE** – Provided that if the maintenance and repair and replacement and/or restoration of any of the common elements, the items in 6.1.1. above or other units shall be made necessary because of the negligence, act or omission of a unit owner, his family, lessees, invitees and guests, it shall be a liability of the unit owner. Such work may be done by the Association at the expense of the unit owner, and the Association may assess the subject unit and/or unit owners for all costs incurred by the Association in performing any maintenance, repair, replacement or restoration work, including without limitation attorneys' fees and costs, regardless of whether an action has been filed, and the Association shall have a continuing lien on the subject unit to secure repayment of such assessment, and the Association may enforce and/or foreclose on such lien in the same manner as a lien for unpaid assessments for common expenses, as provided in this Declaration and in Chapter 718 of the Florida Statutes, as same may be amended and/or renumbered from time to time cost shall be secured as a charge.

6.1.3. **DAMAGE** – All incidental damage caused to a unit by work done or ordered by the Association shall be promptly repaired by and at the expense of the Association.

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. All Unit Owners shall also be responsible, at the Unit Owner's sole cost and expense, for replacing all water heaters (excluding tankless water heaters) in the Unit Owner's Unit on or before the water heater(s) exceeding ten (10) years in age, and the Unit Owner(s) must provide the Association with evidence of the Unit Owner's compliance with this requirement. If the Unit Owner fails or refuses to replace the Unit Owner's water heater(s), as required herein, the Association (and/or the Association's contractors), after fifteen (15) days written notice to the Unit Owner (and if the Unit Owner fails to cure such violation within such 15-day period (or within any greater period of time granted to the Unit Owner in writing by the Association)), may enter into the Unit Owner's Unit to remove and dispose of the old water heater(s) and to install new water heater(s). The Association may assess the Unit Owner and/or Unit for all costs incurred by the Association in attending to such removal, disposal and/or installation, including without limitation

attorneys' fees and costs, regardless of whether an action has been filed, and the Association shall have a continuing lien on the subject Unit to secure repayment of such assessment, and the Association may enforce and/or foreclose on said lien in the same manner as a lien for unpaid assessments for common expenses, as provided in this Declaration and in Chapter 718 of the Florida Statutes, as same may be amended and/or renumbered from time to time.

6.2.2. EXTERIOR APPEARANCE – A unit owner shall not paint or otherwise decorate or change the appearance of any portion of the building not within the interior walls of the unit or which is visible from the exterior of the unit, unless the written consent of the Association is obtained in advance. (This shall not be construed to require approval for placing appropriate furniture on terraces or decks, but does include blinds or shutters including but not limited to hurricane shutters of all types other than those installed by the Developer as part of the construction of the condominium.) Unless otherwise approved, curtains, blinds and drapes shall be white or off-white in color or lined with materials of these colors. If any owner violates this provision, the Association, after fifteen (15) days written notice to the owner (and if owner fails to cure such violation within such 15-day period (or within any greater period of time granted to the owner in writing by the Association)), may enter into the owner's unit and/or any limited common elements appurtenant to the unit, and may perform any work (or have its contractors perform such work) in or to the unit, the common elements and/or the limited common elements appurtenant to the unit that is necessary to remove any unauthorized decoration, change or alteration, or any unauthorized curtains or drapes, and to restore the unit and/or Condominium property to its original condition. The Association may assess the unit owner and/or unit for all costs incurred by the Association in attending to any necessary maintenance, repair, replacement, removal or restoration, including without limitation attorneys' fees and costs, regardless of whether an action has been filed, and the Association shall have a continuing lien on the subject unit to secure repayment of such assessment, and the Association may enforce and/or foreclose on said lien in the same manner as a lien for unpaid assessments for common expenses, as provided in this Declaration and in Chapter 718 of the Florida Statutes, as same may be amended and/or renumbered from time to time.

6.2.3. NO ALTERATION OF COMMON ELEMENTS – No owner shall make any alterations in the portions of the improvements which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the building or impair any easements; provided that two units within the same ownership and adjacent, either horizontally or vertically, may be connected by doorways or stairways through common elements walls or floors, provided that applicable government agencies approve and grant permits and that the entire expense including subsequent maintenance and restoration is borne by such owner. Additionally, the Board of Directors may, in the Board's sole and absolute discretion, and upon the written request of the subject unit owners, allow the owners that share a common element hallway between their units to make certain minor modifications to the common element hallway, such as the replacement of the large wall treatment in the hallway with a similarly sized mirror or mirrors or array of

photographs or paintings, the placement of a chair, bench or small table or other furniture and/or decorations in the hallway. Any such approval by the Board must be given in writing prior to the making of any modifications. The Board may adopt and amend by Board rule from time to time further rules and restrictions related to any such modifications that may be made to the common element hallways, the types of furniture or furnishings and/or decorations that will be permitted and/or prohibited, and restrictions regarding any such modifications, such as, but not limited to, requiring the subject unit owners to enter into an agreement wherein both owners agree to the changes, agree to pay for the changes and the future maintenance, repair and/or replacement of any such modifications, agree to hold the Association harmless from and against any and all claims, damages, liability, etc. that may arise from such modifications or the Association's decision to allow such modifications, and/or agree that the common element hallway will be restored to its original condition, at such owners' sole cost and expense, upon the sale of either of the Units, if the subject buyer requests that the hallway be restored to its original condition. The Association may require approval from engineers or other professionals as a prerequisite for any alterations or modifications. If any owner violates this provision, the Association, after fifteen (15) days written notice to the owner(s) (and if owner(s) fails to cure such violation within such 15-day period (or within any greater period of time granted to the owner in writing by the Association)), may enter into the owner(s)' unit and/or any limited common elements appurtenant to the unit, and may perform any work (or have its contractors perform such work) in or to the unit, the common elements and/or the limited common elements appurtenant to the unit that is necessary to remove any unauthorized alteration, addition or modification, replace any unauthorized removal, and/or to restore the unit and/or Condominium property to its original condition. The Association may assess the unit owner(s) and/or unit for all costs and expenses incurred by the Association in attending to any necessary maintenance, repair, replacement, removal or restoration, including without limitation attorneys' fees and costs, regardless of whether an action is filed, and the Association shall have a continuing lien on the subject unit to secure repayment of such assessment, and the Association may enforce and/or foreclose on said lien in the same manner as a lien for unpaid assessments for common expenses, as provided in this Declaration and in Chapter 718 of the Florida Statutes, as same may be amended and/or renumbered from time to time.

6.3. TINTED EXTERIOR GLASS, SEA TURTLE PROTECTION – The Florida Department of Natural Resources (DNR) has established requirements on limiting light transmittance from within buildings for the protection of sea turtles on Gulf beaches. For this reason, special shaded or tinted glass has been used in constructing Brighton. Any replacement glass installed by the Association or by unit owners must be of the same shaded or tinted type that has DNR approval.

6.4. HURRICANE PROTECTION. The Board of Directors shall adopt hurricane shutter specifications for the Condominium which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code.

Unit Owners are responsible for the installation, operation, maintenance, repair and replacement of hurricane protection on windows and doors (including sliding glass doors) servicing the Unit. All Unit Owners shall install either code compliant hurricane shutters or code compliant hurricane resistant impact glass ("Impact Glass") on all sliding glass doors in the owner's Unit and, if applicable, in the owner's cabana(s). Additionally, all Unit Owners shall install code compliant Impact Glass in all windows in the owner's Unit and, if applicable, in the owner's cabana(s). Both of the above stated installations must comply with all standards adopted by the Association and with any and all code requirements in existence at the time of the installation, and must be completed by all Unit Owners on or before 5:00 p.m. on October 31, 2020, and all Unit Owners must provide written proof of such installation to the Association by such date (in such form as may be reasonably requested by the Association). If any Unit Owner fails to comply with such requirements by the stated deadline, the Association, after providing fifteen (15) days written notice to such Unit Owner, may cause Impact Glass to be installed in all exterior windows and either hurricane shutters or Impact Glass to be installed in all sliding glass doors in the Unit Owner's Unit and, if applicable, in the Unit Owner's cabana(s) (and to dispose of any existing windows or doors), and the Association, and any contractor or agent of the Association, shall have the right to enter the Unit Owner's Unit and, if applicable, the Unit Owner's cabana(s) to effectuate such installation. The Association may assess the Unit Owner and/or Unit for all costs incurred by the Association in effectuating the installation of hurricane shutters and/or Impact Glass in all exterior windows and sliding glass doors in the Unit Owner's Unit and, if applicable, the Unit Owner's cabana(s) (including without limitation the costs to remove and dispose of any existing windows and doors), and the Association shall have a continuing lien against the Unit Owner's Unit to secure the repayment of such assessment, and the Association may foreclose and otherwise enforce its lien in the same manner as a lien for unpaid assessments for common expenses, as provided elsewhere in this Declaration and in the Condominium Act. In order to determine that Impact Glass and/or hurricane shutters have been properly installed in all Units and cabanas as required herein and/or that hurricane shutters, once installed, are being properly maintained, the Association shall have a right of entry to any Unit and/or cabana for such purposes during reasonable hours, said right of access for this purpose to be similar in all respects to the Association's right of access pursuant to Ch. 718.111(5), Fla. Stat., as same may be amended and/or renumbered from time to time. The Association shall also have the right, when necessary, to fulfill its maintenance responsibilities, to remove and/or alter as may be necessary any part of the installed hurricane shutters, and the costs incurred in said removal, alteration or any necessary repair or replacement of same incurred in the Association's attendance to its maintenance responsibilities shall be that of the Unit Owner of the Unit and/or cabana. Should it be determined, in the sole discretion of the Board of Directors, that any part or parts of a Unit's or cabana's hurricane shutters are not properly maintained, the Association will have the right, upon 15 days written notice to the Unit Owner, to enter the Unit Owner's Unit, cabana and/or limited common elements to correct such condition(s), which entry shall not be deemed a trespass, and the costs incurred in correcting such deficient maintenance or removing, altering, repairing or replacing same shall be charged to the appropriate Unit Owner of the subject Unit and/or cabana. The Association may assess the Unit Owner

and/or Unit for said costs, and the Association shall have a continuing lien on the Unit to secure repayment of such assessment, and the Association may enforce and foreclose on such lien in the same manner as a lien for unpaid assessments for common expenses, as provided in this Declaration and in the Condominium Act, as same may be amended and/or renumbered from time to time.

Notwithstanding any provision in this Declaration to the contrary, the Board may, subject to the provisions of Section 718.113(5)(a) – (d), Florida Statutes (2016), and with the approval of voting interests as may be required by that Statute, install and operate hurricane shutters and/or other forms of code compliant hurricane protection (including but not limited to code compliant impact glass, windows, and/or doors) except that a vote of the Owners is not required for such installations on or to building components where the maintenance, repair and replacement of such component is the responsibility of the Association pursuant to this Declaration and hurricane protection of such components is the responsibility of the Association. The authority conferred by this Section shall apply whether or not such installations constitute a material alteration or substantial addition to the common elements. Costs of installation shall be assessed or charged, and credits given as provided in Section 718.115(1)(e), Florida Statutes (2016).

5. Amendments to Section 7.4. of the Declaration, as follows:

7.4. MATERIAL ALTERATIONS AND ADDITIONS – Except for changes made by an owner with Association approval per 6.2.2. or 6.2.3. or by the Board of Directors alone, for the integrity of the condominium property or those resulting from a merger (which shall be controlled by Paragraph 15.4 of this declaration), material alteration of or substantial additions to the common elements or to Association property including the purchase, acquisition, sale, conveyance or mortgaging of such property may be effectuated only by vote of 67% of the voting interests of the condominium present, in person or by proxy, at a Members' meeting called for the purpose at which a quorum has been obtained. The Board of Directors may lease or grant easements or licenses for the use of common elements or Association property if it will benefit the members of the Association. The Association is also authorized to enter into agreements, to acquire leaseholds, membership and other possessory or use interests in lands or facilities such as country clubs, golf course, marinas and other facilities whether or not contiguous to the lands of the condominium if they are intended to provide enjoyment, recreation or other use or benefit to the unit owners.

6. Amendments to Section 12.3. of the Declaration, as follows:

12.3. USE OF THE UNITS is restricted to single family residential purposes only. These use restrictions shall not be construed in such a manner as to prohibit a unit owner from maintaining his personal professional library, keeping his personal business or professional records or accounts or handling his personal, business or professional telephone calls or correspondence in and from his unit. Such uses are expressly declared customarily incident to the principal residential use. Only one family may occupy a unit at any given time, and no unit shall be used in any manner that resembles a time share. All guests (except for family members, as defined in

Section 4.16 of this Declaration) occupying a unit in the owner's or approved lessee's absence must be registered with the Association (pursuant to the procedures to be specified in the Association's rules and regulations, as same may be amended from time to time) upon arrival and unregistered guests may be denied use of recreational facilities and amenities. Any guest (except family members, as defined in Section 4.16 of this Declaration) occupying a unit in the owner's absence for more than fifteen (15) days in any given 365-day period shall be considered a tenant, regardless of whether an actual lease exists and regardless of whether any consideration is being paid or offered in exchange for such occupancy, and such guest/tenant must go through the screening and approval process specified in this Declaration for the leasing of a unit (including without limitation the payment of any screening fee). Any owner that violates this provision more than once may be considered an habitual offender, and the Association may temporarily suspend such owner's right to have guests and/or to lease the owner's unit. An owner is responsible for the conduct of the owner's guests, family members, invitees and lessees.

7. Amendments to Section 12.5. of the Declaration, as follows:

12.5. PARKING – Each unit shall have two allocated parking spaces in the garage. Allocations will be made initially by the Developer by an unrecorded written instrument given the Purchaser at closing. Later, in the event that two or more unit owners wish to exchange a space or spaces, they may do so by surrendering their allocation instruments to the Secretary of the Association who shall re-issue allocation instruments above his signature, reflecting the exchange; provided that each unit shall at all times have no less than two spaces. The Developer reserves the right to allocate additional enclosed spaces in its discretion for a valuable consideration and which spaces may later be assigned by the holder of the allocation to another unit owner for a valuable consideration. Allocations may only be changed with the written consent of the holder provided, however, that the Association shall have the absolute right to make allocations or re-allocations of spaces in the garage to accommodate the needs of handicapped persons. Allocated spaces while allocated shall constitute Limited Common Elements appurtenant to units. No non-unit owner shall hold a parking space allocation and allocated spaces shall pass with the title to the unit. The Association may lease out additional common element parking spaces to any owner who requires additional parking, and the Association may charge a use fee, or rent, to such owner for such additional parking space(s), in an amount to be determined by Board rule from time to time. The Association may require any owner to sign a lease agreement for the use of such additional parking space(s). Additionally, the Association may create additional parking spaces as the Board may determine in its discretion (without having to secure Membership approval for the creation of any such additional parking spaces), provided the creation of any such additional parking spaces may not change the size of any existing parking spaces.

8. Amendments to Section 12.8. of the Declaration, as follows:

12.8. FLOORING – ~~Except with respect to improvements put in place as of the date of the recording of this Declaration by the Developer, e~~Each unit owner who shall elect to install in any portion of his unit (other than in bath

and powder rooms) hard surface floor covering (i.e., tile, slate, ceramic, parquet, etc.) shall be first required to install a sound absorbent undercushion of such kind and quality at least equivalent to ¼ inch of cork (or such other material as may be required by Board rule from time to time) so as to prevent the transmission of noise to adjoining units, and shall obtain written approval of the Directors prior to making such installation. The Board may adopt by Board rule from time to time further criteria and regulations related to the installation of hard surface flooring. If such prior approval is not obtained, the Directors may, in addition to exercising all the other remedies provided for in this Declaration for breach of any of the provisions hereof, require such unit owner to cover all non-conforming work with carpeting underlain with carpet padding, or may require removal of such non-conforming work, at the expense of the offending unit owner. If any owner violates this provision, the Association, after fifteen (15) days written notice to the owner (and if owner fails to cure such violation within such 15-day period (or within any greater period of time granted to the owner in writing by the Association)), may enter into the owner's unit and/or any limited common elements appurtenant to the unit, and may perform any work (or have its contractors perform such work) in or to the unit that is necessary to remove any non-conforming work or to install any carpeting and carpet padding, as determined by the Board in its sole and absolute discretion, and/or to restore the unit to its original condition. The Association may assess the unit owner and/or unit for all costs and expenses incurred by the Association in attending to any necessary maintenance, repair, replacement, removal or restoration, including without limitation attorneys' fees and costs, regardless of whether an action is filed, and the Association shall have a continuing lien on the subject unit to secure repayment of such assessment, and the Association may enforce and/or foreclose on said lien in the same manner as a lien for unpaid assessments for common expenses, as provided in this Declaration and in Chapter 718 of the Florida Statutes, as same may be amended and/or renumbered from time to time.

9. Amendments to Section 12.8.1. of the Declaration, as follows:

12.8.1. STRUCTURAL INTEGRITY OF BALCONIES AND TERRACES – The structural integrity of balconies and terraces constructed of steel reinforced concrete is adversely affected by water intrusion and rusting aggravated by the water retention qualities of indoor-outdoor carpet and unglazed ceramic tile and its grout. For this reason no indoor-outdoor carpet may be used on balconies and terraces, and all tile and its bedding and grout must be of such materials and so applied as to be waterproof. Any flooring installed on the non-screened balconies or terraces of a unit shall not extend beyond the vertical plane of the interior edge of the glass guardrails. If any owner violates this provision, the Association, after fifteen (15) days written notice to the owner (and if owner fails to cure such violation within such 15-day period (or within any greater period of time granted to the owner in writing by the Association)), may enter into the owner's unit and/or any limited common elements appurtenant to the unit, and may perform any work (or have its contractors perform such work) in or to the unit and/or the limited common elements appurtenant to the unit, that is necessary to remove any indoor-outdoor carpet installed on the terraces or balconies, and to remove or correct any non-conforming work, and/or to restore the unit and its balconies or terraces to their original condition. The Association may assess the unit

owner and/or unit for all costs and expenses incurred by the Association in attending to any necessary maintenance, repair, replacement, removal, correction or restoration, including without limitation attorneys' fees and costs, regardless of whether an action is filed, and the Association shall have a continuing lien on the subject unit to secure repayment of such assessment, and the Association may enforce and/or foreclose on said lien in the same manner as a lien for unpaid assessments for common expenses, as provided in this Declaration and in Chapter 718 of the Florida Statutes, as same may be amended and/or renumbered from time to time.

10. Amendments to Section 12.9. of the Declaration, as follows:

12.9. EXCLUSIVE USE – COMMON FACILITIES – The Association may lease to unit owners for appropriate temporary periods of time those portions of the common areas rationally appropriate and desirable for exclusive use for private functions. For example, but not by way of limitation, the pool deck, social rooms and card room. The guest suites on the amenities level may be reserved for occupancy by owners' guests while the owners are in residence. The owners shall be responsible for the conduct of their guests occupying the guest suites. Additionally, the Association, by Board rule from time to time, may adopt and impose additional use fees and/or deposits in connection with any of the following: (a) an owner having work done on or in the owner's Unit (which may also include a security deposit, to cover any potential damages to the common elements), and (b) a resident moving in or out of any Unit. The use fees and/or deposits may be refundable or non-refundable, and may be in such amounts, as determined by Board rule from time to time. The amount of any deposit shall not limit the owner's liability for any damage to the Common Elements, Association property or to other Units, and if the deposit is not sufficient to cover the costs incurred by Association in addressing any damage, the owner shall be liable to the Association for any excess costs incurred by the Association to repair any damage, and the Association may assess the owner and Unit for such excess costs, and the Association shall have a continuing lien on the owner's Unit to secure repayment of such assessment, and the Association may enforce and/or foreclose on such assessment in the same manner as an unpaid assessment for common expenses. Additionally, any liability of an owner for any damage done to Association property or the Common Elements, to the extent not covered by the deposit or use fee, shall be treated in the same manner as if the liability were for unpaid assessments for common expenses.

11. Amendment to Section 12. of the Declaration, to add a new Section 12.11., as follows:

12.11. Vehicle and Parking Restrictions. No commercial vehicles, boats, jet skis, trailers, campers, panel vans or oversized vehicles shall be permitted on the Condominium Property (except temporarily so as to permit vendors to perform work on the Common Elements or in any Unit Owner's Unit or to make deliveries). A commercial vehicle shall be defined to include trucks and vehicles with affixed commercial equipment or other vehicles which shall be used or which are ordinarily intended to be used for a commercial purpose. Such exclusion shall be further defined, but not limited to, any motor vehicle bearing commercial lettering, logo, or commercially identifiable coloring, related to the marketing or advertising of any business on any portion of the

vehicle (as distinguished from factory installed lettering), or any vehicle, motorized or otherwise, clearly designed for a purpose other than the transportation of persons, including but not limited to modified automobiles or trucks or conversion flatbed automobiles containing materials regularly used in trade or business visible from outside the vehicle (but not to include sport utility vehicles). Such materials may include, but need not be limited to, ladders, scaffolding, mechanical or trade tools, supplies, or any other such materials which would represent commercial activity as the Board may determine in its sole discretion. No Unit Owner may place any sign, object (other than a road worthy vehicle) or barricade in or on the Unit Owner's parking space(s). The Board may have any sign, object or barricade placed on a car or in the Unit Owner's parking space(s) permanently removed and may discard such items without having any liability to the Unit Owner for same. No repairs may be made to any vehicle(s) while on Condominium property (except minor repairs, such as but not limited to, replacing car batteries and/or flat tires, and such other minor repairs as may be authorized by Board rule from time to time) and no Unit Owner, resident or other person may wash any vehicle(s) on Condominium property other than at a location as may be designated by Board rule from time to time. All vehicles parked on the Condominium property must be in a good and operable condition, and must be properly licensed, insured and registered. The Association shall not be responsible for any theft or damage of personal property left in vehicles or a parking space or for any damage to vehicles. A Unit Owner may only park one vehicle in the Unit Owner's parking space, except that two motorcycles or scooters may be parked in the same parking space if they are the only vehicles in such parking space. All vehicles and motorcycles/scooters must be parked completely within the lines of the parking space. The Board of Directors shall have the authority to adopt by Board rule from time to time further criteria regarding the definition of commercial vehicles or restrictions related to vehicles and/or parking, including without limitation a rule defining large or small trucks, speed limit for the parking areas and any common element roadways as well as the right to require parking stickers or other forms of vehicle identification. Additionally, the Association shall have the right and authority to have any vehicle that is parked in violation of this restriction, or any restriction found in the Association's rules and regulations (whether due to the vehicle itself being prohibited or the vehicle being parked impermissibly), towed away at the Unit Owner's sole cost and expense, regardless of where the vehicle is located, and the Association shall not be held responsible for any liability or trespass in connection with such towing.

12. Amendment to Section 12. of the Declaration, to add a new Section 12.12., as follows:

12.12. Alterations to Units. No owner shall make any additions, alterations, changes or improvements in or to the owner's Unit that would jeopardize the safety or soundness of the Condominium building, or create a nuisance for other owners or residents. An owner must obtain any and all necessary permits before performing any work in the owner's Unit, as appropriate, and must use only properly licensed and insured contractors for any work that requires a permit. An owner must first notify the Board of any proposed addition, alteration, change or improvement in or to the owner's Unit and submit to the Board a copy of any necessary permit(s) and a copy of any contractor's proper licensure and insurance (as appropriate). Work on an

owner's Unit may only be performed during working hours prescribed by Board rule from time to time. Additionally, no major renovations or heavy construction work may be performed in any Unit from November 1 to April 30 of each year, and the Board may adjust such construction moratorium by Board rule from time to time and may, by Board rule from time to time, institute other temporary moratoriums (such as but not limited to holiday periods, such as between Christmas and New Year's), during which no work may be performed in any Unit. Any debris created by any work performed in an owner's Unit may not be stored or placed in the Association's dumpsters or trash area, and such debris must be removed from the Condominium on a daily basis. The Association, by Board rule from time to time, may adopt further restrictions related to work being performed in the Condominium Units.

13. Amendments to Section 13. of the Declaration, as follows:

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 – ~~Except for Developer sales~~ ~~no~~ No owner may sell, lease, give or dispose of a unit or any interest therein in any manner without the prior written approval of the Association. Any renewal of an existing lease shall also require the prior 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 Official Record Book (O. R. Book) and Page numbers in which this Declaration was originally recorded. For all unit transfers of 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 provide that a 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 that 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 and, if the Unit Owner fails to pay such costs and fees to the Association, the Association may assess the Unit Owner and Unit in an amount to cover such costs and fees, including without limitation attorneys' fees and costs, regardless of whether an action is filed, and the Association shall have a continuing lien against the Unit Owner's Unit to secure payment of such

assessment to the Association, and the Association may enforce and/or foreclose on such lien in the same manner as a lien for unpaid assessments for common expenses, pursuant to the provisions in this Declaration and Chapter 718, Florida Statutes, as same may be amended and/or renumbered from time to time such funds shall be secured as a charge. 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 shall be not less than three (3) consecutive months, the maximum leasing period shall be not more than twelve (12) consecutive months, and no unit may be leased more than one (1) time in any twelve (12) month period. No Unit Owner that takes title to a Unit after the effective of this amendment may lease the Unit Owner's Unit during the first 365 days of the Unit Owner's ownership of the Unit, which date shall run from the date the deed vesting title in the Unit Owner is recorded in the Public Records of Collier County, Florida. If a Unit Owner acquires title to a Unit that is already rented, the subject lease, in the Board's sole discretion, may continue for the remainder of its unexpired term, but may not be renewed or extended, and the lessee(s) must vacate the Unit upon the expiration of the remaining lease term. If the lease is permitted to continue for its remaining term, the 365-day moratorium against leasing shall begin to run upon the later of the expiration of the existing lease or the existing lessee(s)' vacation of the Unit, and the subject Unit Owner may not thereafter lease the Unit for 365 days from such date. All existing Unit Owners (as of the date of this amendment) may continue to lease the Unit Owner's Unit for as long as the existing Unit Owner continues to own the Unit, subject to the limitations included herein and elsewhere in this Declaration, including the requirement that the Association approve such lease in writing. 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.

Any Unit Owner wishing to lease the owner's Unit shall pay a security deposit to Association, in the maximum amount permitted by law, as same may be amended from time to time (and if there is no applicable law, then in an amount equal to one (1) month's rent). The Unit Owner and lessee(s) shall be jointly and severally liable to the Association for any sum which may be required to be paid by the Association to repair damage to the Common Elements or to Association Property or to any other Units or to pay claims for injury to persons or damages to property of others caused by the negligence or misconduct of the lessee(s) or the lessee(s)' family members, guests, or invitees, and the Association may assess the Unit Owner and the Unit for such sums, and the Association shall have a continuing lien on the Unit to secure repayment of such sums, and the Association may enforce and/or foreclose such lien in the same manner as a lien for unpaid assessments for common expenses, in the manner provided in this Declaration and Chapter

718 of the Florida Statutes, as same may be amended and/or renumbered from time to time. The Association may make claims against the Unit Owner's security deposit, and any claims against the security deposit, and the return of the security deposit, shall be governed by Chapter 83, F.S., as same may be amended and/or renumbered from time to time. If Association makes any claim against the security deposit, the Unit Owner shall deposit additional sums with Association as necessary to replenish the funds claimed by Association, so that the security deposit held by Association is at all times equal to the maximum amount permitted by law, as same may be amended and/or renumbered from time to time (and if there is no applicable law, then in an amount equal to one (1) month's rent). If such deposit is not fully replenished within ten (10) days of Association's written request, Association may assess the Unit Owner for such sum, subject to the provisions of this Declaration.

Each lease of a Unit shall specifically provide (or, if it does not, shall be automatically deemed to provide) an express statement that a material condition of the lease shall be the Unit Owner's Collateral Assignment of Rents on each such leased Unit to the Association, which Collateral Assignment of Rents shall become absolute upon default of the Unit Owner to timely meet any payment obligation to the Association (whether regular or special assessments, fines, fees or any other charges), as same may arise from time to time. In the event of such default by the Unit Owner, the Association shall provide ten (10) days written notice to the Unit Owner and the lessee(s) that all subsequent rent payments are to be forwarded by the lessee(s) directly to the Association, until otherwise notified, which rent payments shall be applied to any past due sums owed by the Unit Owner to the Association, with any excess, if any, being returned to the Unit Owner. Notwithstanding anything to the contrary herein, in the event of default by the lessee(s) to forward rent directly to the Association, or the failure of the lessee(s) to comply with all covenants and restrictions contained in the Association's governing documents, the Association may immediately commence legal action to terminate the lease subject to the provisions of Florida law and this Declaration, and secure the removal of the lessee(s). Any and all fees and costs incurred, including without limitation attorneys' fees, regardless of whether an action is filed, shall be recoverable from the Unit Owner, and the Association may assess the Unit Owner and Unit in an amount necessary to reimburse the Association for such fees and costs, and the Association shall have a continuing lien on the Unit to secure repayment of such assessment, and may enforce and/or foreclose on such lien in the same manner as a lien for unpaid assessments for common expenses, subject to the provisions of this Declaration and Chapter 718, Florida Statutes, as same may be amended and/or renumbered from time to time.

13.2 MORTGAGE APPROVAL – No owner other than the Developer may mortgage or finance his unit in any manner without the written approval of the Association except to an institutional mortgagee as defined in Paragraph 4.22, provided that a unit owner who sells his unit needs no approval to take back a purchase money mortgage;

13.3 APPROVAL PROCEDURE – The approval of the Association shall be obtained as follows:

13.3.1. WRITTEN NOTICE – Written notice shall be given the Association by the owner of his intention to sell, transfer in any fashion, lease or encumber his interest. The notice shall include the name and address of the proposed acquirer, lessee(s) or lender and a correct and complete copy of the proposed documents to be executed to effectuate the transaction (including without limitation any sales contract, instrument of conveyance and/or lease). The Association may require such other and further information as it deems reasonably necessary and may impose a transfer fee not to exceed \$100.00 per applicant (except husband/wife or parent/dependant child, who shall be considered one applicant) or as otherwise permitted by law, as same may be amended and/or renumbered from time to time. The Association may require that a standard application form, prepared by the Association, be submitted by the Unit Owner. The Board may require the proposed purchaser(s), acquirer(s) or lessee(s) to undergo a personal interview with the Board, the property manager or with an appropriate committee. The Association shall not approve any sale, transfer or lease until such time as all unpaid assessments and all court costs and attorney fees (if any) incurred by the Association and due and owing for the unit have been paid;

13.3.2. SALE, TRANSFER OR LEASE – The Association must, within thirty (30) 45 days after receipt of all the information required above and payment of the transfer fee and completion of any personal interview, if required by the Association, either approve the transaction or, disapprove for cause, or, except in the case of disapproval for cause, upon the written demand of the owner, furnish an alternate purchaser it approves or the Association may itself elect to purchase, and the owner must sell to such alternate or to the Association upon the same terms set forth in the proposal given the Association or the owner may withdraw his proposed sale. The Board may delegate the authority to review any proposed transaction and/or to approve or disapprove a sale, transfer or lease to a committee or to its property manager. In exercising its power of disapproval the Association (or any appropriate committee or the property manager) must act reasonably and in a fair and non-discriminatory manner and withhold approval only for a reason or reasons rationally related to the protection, preservation and proper operation of the condominium and the purposes as set forth at the beginning of this Section 13. If the Association (or any appropriate committee or the property manager) fails or refuses within the allotted time to notify the owner of either approval or disapproval in writing, or if it fails to provide an alternate purchaser or make an election to purchase the unit itself when required to do so, then the Association shall conclusively be presumed to have approved the transaction, and the Association shall, upon demand, provide a recordable certificate of approval;

13.3.3. CLOSING DATE – The sale shall be closed within 60 days after an alternate purchaser has been furnished or the Association has elected to purchase;

13.3.4. NOTICE OF DISAPPROVAL – If the Association disapproves the proposed transaction (subject to the qualifications contained in Paragraph 13.3.2. regarding a sale) notice of disapproval shall be promptly sent in writing to the owner or interest holder, and the transaction shall not be made. The grounds for disapproval of a sale, transfer or lease may include, but are

not limited to, a unit owner being delinquent in the payment of an assessment or any other monetary obligation owed to the Association at the time approval is sought, and may include any other reasonable grounds the Association may find, including, but not limited to, the following:

- (a) The person seeking approval (or any occupant under the proposed sale, transfer or lease) has been convicted within the past fifteen (15) years of a felony involving violence to persons or property, sale, distribution, or use of controlled substances, or a felony demonstrating dishonesty or moral turpitude or has been charged with any such felonies where the charges resulted in an adjudication withheld, or any such person or occupant is identified as a registered sex offender;
- (b) The application for approval on its face indicates that the person seeking approval intends to conduct himself or herself in a manner inconsistent with the covenants and restrictions applicable to the Association;
- (c) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by such person's conduct in other social organizations or associations, or by such person's conduct in this Association, as a lessee, Unit Owner or occupant of a Unit, or as a guest of any lessee or Unit Owner;
- (d) The person seeking approval failed to provide the information or fees required to process the application in a timely manner or included inaccurate or false information in the application;
- (e) The Unit Owner requesting the approval of the sale or lease has had fines assessed against him or her which have not been paid; or
- (f) The person seeking approval does not have the financial ability to cover the costs of the ownership or leasing of the Unit (and the Board may adopt by Board rule from time to time further criteria related to such financial criteria, including without limitation a minimum credit score).

13.4. NOTICE OF SUIT – An owner shall give notice to the Association of every suit or other proceedings which may affect the title to his unit, such notice to be given immediately after the owner receives knowledge thereof.

13.5. JUDICIAL SALES – are exempt from this Section.

13.6. UNAPPROVED TRANSACTIONS – Any transaction which is not approved pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

14. Amendments to Section 14.1. of the Declaration, as follows:

14.1. REMEDIES. Failure to comply shall be grounds for relief, which relief may include, but shall not be limited to, an action to recover damages or injunctive relief or both. Additionally, if any Unit Owner violates any of the provisions of this Declaration or the Association's governing documents, the Association, after fifteen (15) days written notice to the owner (and if owner fails to cure such violation within such 15-day period (or within any greater period of time granted to the owner in writing by the Association)), may enter into the owner's unit and/or any limited common elements appurtenant to the unit, and may perform any work (or have its contractors perform such work) in

or to the unit, the limited common elements appurtenant to the unit and/or the common elements, that is necessary to remove any unauthorized changes or improvements, to remove or correct any non-conforming work, to correct any violation, to make or perform any necessary maintenance, repairs or replacements to the unit or the common elements or Association property and/or to restore the unit and/or the common elements to their original condition. The Association may assess the unit owner and/or unit for all costs and expenses incurred by the Association in attending to any necessary maintenance, repair, replacement, removal, correction or restoration, including without limitation attorneys' fees and costs, regardless of whether an action is filed, and the Association shall have a continuing lien on the subject unit to secure repayment of such assessment, and the Association may enforce and/or foreclose on said lien in the same manner as a lien for unpaid assessments for common expenses, as provided in this Declaration and in Chapter 718 of the Florida Statutes, as same may be amended and/or renumbered from time to time. Actions may be maintained by the Association or by any unit owner.

15. Amendments to Section 14.3. of the Declaration, as follows:

14.3. OWNER COMPLAINTS – In the event of a complaint by an owner against the Association, the Board of Directors or a member thereof, such owner, prior to the institution of any proceedings, shall give written notice in detail of the complaint by Certified Mail to the Board of Directors. The Board ~~may, but shall not be required to, give a substantive response to the complainant, notify the complainant that a legal opinion has been requested, or notify the complainant that advice has been requested from the Bureau of Condominiums. The failure to act within 30 days and to notify the unit owner within 30 days after the action taken precludes the Board from recovering attorney's fees and costs in any subsequent litigation, administrative proceedings, or arbitration arising out of the complaint. If unresolved, a dispute as defined in F.S. 718.1255(1) must be arbitrated in mandatory non-binding arbitration proceedings prior to commencing litigation.~~

16. Amendment to Section 15.1. of the Declaration, as follows:

15.1. REQUIREMENTS – An amendment may be proposed either by the Board of Directors or by 25% of the voting interests, and may be considered at any meeting of the owners, regular or special, of which due notice has been given according to the By-Laws, which notice includes notice of the substance of the proposed amendment. Passage shall be evidenced by a certificate executed in recordable form signed by the President or Vice President of the Association that it has been enacted by the affirmative vote of the required percentage of the voting interests ~~(which vote may be evidenced by later written approval of voters not present), and the separate written joinder of mortgagees where required and shall include the recording data identifying the location of the Declaration as originally recorded and which shall become effective when recorded in the public records;~~

17. Amendments to Section 15.3. of the Declaration, as follows:

15.3. REGULAR AMENDMENTS – Amendments may be enacted by a favorable vote of the owners of sixty-seven percent (67%) of the unit owners

present and voting, in person or by proxy, at a membership meeting at which a quorum has been obtained interests in the Association;

18. Amendment to delete Section 17. of the Declaration in its entirety, as follows:

~~17. INTENTIONALLY DELETED PROVISIONS PERTAINING TO THE DEVELOPER — So long as the Developer holds any unit for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:~~

~~17.1. Assessment of the Developer as a unit owner for capital improvements.~~

~~17.2. Any action by the Association that would be detrimental to the sale of units or the completion of the project by the Developer including such use of unsold units and common areas as may facilitate completion, sale, maintenance of a sales office, showing the property and display of signs.~~

19. Amendments to Section 18.1. of the Declaration, as follows:

~~18.1. PARTIAL EXCUSAL FROM PRIOR ASSESSMENTS — A first mortgagee who acquires title to a unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid assessments that became due prior to the mortgagee's receipt of the deed, but in no event shall the mortgagee be liable for more than 6 months of the unit's unpaid common expenses or assessments accrued before the acquisition of the title to the unit by the mortgagee or 1 percent of the original mortgage debt, whichever amount is less. The first mortgagee's liability does not commence until 30 days after the date the first mortgagee received the last payment of principal or interest. Such mortgagee may obtain title, own, occupy, lease, sell or otherwise dispose of such unit without the approval of the Association. In the event an Institutional First Mortgagee shall obtain title to a Unit as a result of foreclosure of a first mortgage pursuant to proceedings in which the Association has been named in the initial complaint as a lienholder and properly served, or as a result of a deed given in lieu of foreclosure or in satisfaction of a first mortgage to an Institutional First Mortgagee, such Institutional First Mortgagee, its successors and assigns, shall not be liable for the share of common expenses or assessments or other charges imposed by the Association pertaining to such Unit or chargeable to the former owner of such Unit which became due prior to acquisition of title as a result of the foreclosure (provided the Association was named in the initial complaint as a lienholder and properly served) or the acceptance of such deed, unless such share is secured by a claim of lien that is recorded prior to the recording of the foreclosed mortgage. Notwithstanding the foregoing sentence, the Institutional First Mortgagee shall be liable to the Association for those amounts identified in Chapter 718 of the Florida Statutes, as same may be amended and renumbered from time to time, which amounts became due prior to acquisition of title by the Institutional First Mortgagee as a result of the foreclosure (provided the Association was named in the initial complaint as a lienholder and properly served) or the acceptance of such deed. Any person or entity other than the Institutional First Mortgagee that acquires title to a Unit as a result of its first mortgage or deed in lieu of foreclosure, shall continue to be jointly and severally liable with all previous owners of the Unit~~

for all unpaid assessments, interest, late fees, attorneys' fees, costs and other charges authorized in this Declaration, that came due up to the time of transfer of title. For the purposes of this provision, the term "previous owner" or "former owner" does not include the Association to the extent the Association acquires title to the Unit through foreclosure of the Association's lien or by deed in lieu of foreclosure. An owner's liability for assessments may not be avoided by waiver or suspension of the use or enjoyment of any portion of the Common Elements or by abandonment of the Unit upon which the assessments are made. Any unpaid share of common expenses or assessments or other charges that are excused by this Declaration shall be deemed to be common expenses collectible from all of the owners, including the Institutional First Mortgagee that acquired title to the Unit, and such acquirer's successors and assigns.

20. Amendments to Section 19. of the Declaration, as follows:

19. ENFORCEMENT OF ASSESSMENT LIENS – liens for assessments may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property and the Association may also bring an action to recover a money judgment. After a judgment of foreclosure has been entered the unit owner during his occupancy, if so ordered by the Court, shall be required to pay a reasonable rental. If the unit is rented or leased during the pendency of a foreclosure action, the Association shall be entitled to the appointment of a receiver to collect the rent. The Association shall have all the powers provided in F.S. 718.116, as same may be amended and/or renumbered from time to time, and shall be entitled to collect interest at the highest lawful rate (currently 18% per annum), and to charge a late fee in the highest amount allowed by law, on any late or unpaid assessments or any other charges, obligations, expenses or other costs, which are authorized by this Declaration and owed to the Association and reasonable attorneys' fees, including appeals, and costs incident to the collection of such assessment or enforcement of such lien, with or without suit. Except as provided in Section 18.1 of this Declaration, the Association's lien for assessments shall be effective from and shall relate back to the date on which the original Declaration was recorded.

19.1. CREATION AND ENFORCEMENT OF CHARGES – The Association shall have a cause of action against unit owners to secure payment to the Association by unit owners of all charges, costs and expenses to the Association which cannot be secured as assessments, regular or special, under F.S. 718.116, as same may be amended and/or renumbered from time to time. The charge shall bear interest and late fees at the highest lawful rate, and shall carry with it costs and attorney's fees, including appeals, incurred in collection.

B. Amendments to the Articles:

1. Amendment to Article IX of the Articles, as follows:

ARTICLE IX

After turnover, the By-Laws of the corporation are to be made, altered or rescinded by 67% of the voting interests of the corporation present and

voting, in person or by proxy, at a membership meeting at which a quorum has been obtained;~~prior to turnover by a majority of the Directors alone.~~

- 2. Amendments to Article X of the Articles, as follows:

ARTICLE X

Amendments to these Articles of Incorporation may be and proposed and adopted as follows:

After turnover, an Amendment may be proposed by either the Board of Directors or by Twenty-five Percent (25%) of the voting interests and may be considered at any meeting of the owners, regular or special, of which due notice has been given according to the By-Laws, which includes a notice of the substance of the proposed Amendment;~~prior to turnover by a majority of the Directors alone.~~

After turnover, the Amendment must be approved by a vote of 67% of the voting interests of the corporation present and voting, in person or by proxy, at a membership meeting at which a quorum has been obtained;~~prior to turnover, by the Directors alone.~~

- C. Amendments to the Bylaws:

- 1. Amendments to Section 2.2. of the Bylaws, as follows:

2.2. SPECIAL MEETINGS – Special member’s meetings shall be held whenever called by the President, Vice President or by a majority of the Board of Directors and when requested by written notice from 25% of the Association voting interests. In the event that the Board of Directors adopts a budget requiring assessments exceeding 115% of the assessments for the preceding year, excluding reserves and anticipated expenses which are not expected to be incurred on a regular or annual basis and assessments for betterments to the Condominium Property, the Board upon written application of 10% of the voting interests, which must be received within twenty-one (21) days after the adoption of the annual budget, shall call a special meeting of the unit owners to consider and enact an alternate budget, which special meeting must be conducted within sixty (60) days of the adoption of the annual budget. If there is no quorum at such meeting or if a substitute budget is not adopted, the annual budget previously adopted by the Board shall take effect as scheduled. Members meetings to recall a member or members of the Board of Directors may be called by 10% of the Association voting interests, giving notice of the meeting as required for a meeting of unit owners, and the notice shall state the purpose of the meeting.

- 2. Amendments to Section 2.4.1. of the Bylaws, as follows:

2.4.1. Not less than 60 days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery including regularly published newsletters, to each unit owner entitled to vote, the first notice of the date of the election. Any unit owner or other eligible person desiring to be a candidate for the board of administration must give written notice to the

Association not less than 40 days before a scheduled election. Not less than ~~14~~ 30 days before the scheduled election the Association shall then mail or deliver a second notice of the election to all unit owners entitled to vote therein, together with a written ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet which must be furnished by the candidate not less than 35 days before the election, on one side of a sheet, no larger than 8 ½ inches by 11 inches, with the costs of copying and mailing to be borne by the Association. The Association shall not edit, alter, or otherwise modify the content of the information sheet and shall have no liability for its contents. ~~The Board shall hold a meeting within 5 days after the deadline for the candidates to provide their notices to the Association of intent to run. At this meeting, the Board shall accept additional nominations. Any unit owner or other eligible person may nominate himself or may nominate another unit owner or eligible person, if he has permission in writing to nominate the other person.~~

3. Amendments to Section 2.11. of the Bylaws, as follows:

~~2.11. NO QUORUM ADJOURNMENT OF MEETING – If any meeting of members cannot be organized because a quorum is not present, or if a quorum has been obtained but the required number of votes to approve a matter under consideration by the members has not been obtained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, or until the required number of votes to approve a matter under consideration by the members has been obtained, provided no meeting may be continued for longer than ninety (90) days from the date of the original meeting. A proxy holder may cast a vote on such issue for each and every proxy the proxy holder holds on behalf of the unit owner who has granted such proxy.~~

4. Amendments to Section 3.2. of the Bylaws, as follows:

~~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, or the spouse of 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. Pursuant to Section 718.112, Florida Statutes, a board member may not serve more than 8 consecutive years unless approved by an affirmative vote of unit owners representing two-thirds of all votes cast in the election or unless there are not enough eligible candidates to fill the vacancies on the board at the time of the vacancy (but this provision shall automatically be amended and/or deleted, to conform to any changes to the Condominium Act pertaining to term limits for Directors).~~

5. Amendments to Section 3.8. of the Bylaws, as follows:

3.8. NOTICE TO OWNERS – Notices of Directors meetings, and meetings of committees to make recommendations regarding the Association budget or which have the authority to take final action on behalf of the Board shall be posted conspicuously on the condominium property at least 48 continuous hours in advance for the attention of unit owners, except in an emergency. All other committee meetings, other than those specifically mentioned above, are exempt from the notice and other requirements in this Declaration and in Section 718.112(2)(c), F.S., meaning such committee meetings do not need to be noticed to the Members and do not need to be open to the Members.

Notices shall specifically incorporate an identification of agenda items. Meetings at which a regular assessment is to be considered shall contain a statement that assessments will be considered and the nature of such assessments. However, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding unit use will be proposed, discussed, or approved, shall be mailed or delivered to the unit owners and posted conspicuously on the condominium property not less than 14 continuous days prior to the meeting. Evidence of compliance with this 14-day notice shall be by an affidavit executed by the secretary (or the person providing the notice) and filed among the official records of the Association. Upon prior notice to the unit owners, the Board shall by duly adopted rule designate a specific location on the condominium property upon which all notices of Board and, if necessary, committee meetings shall be posted.

6. Amendment to Section 5.1. of the Bylaws, as follows:

5.1. EXECUTIVE OFFICERS – The executive officers of the Association shall be the President, one or more Vice Presidents, a Secretary, a Treasurer, and such assistant officers as may be desired, all of whom shall be elected annually by and from the Board of Directors and who may be peremptorily removed by a majority vote of the Directors at any meeting. Any person may hold two or more offices except that the President shall not also be the Secretary or the Vice President.

7. Amendment to Section 6. of the Bylaws, as follows:

6. MINUTES AND INSPECTION OF RECORDS – Minutes of all meetings of unit owners and of the Board of Directors shall be kept in a business like manner and shall be reduced to written form within thirty (30) days and these, plus records of all receipts and expenditures and all other official records, as defined in F.S. 718.111, except those which may be exempted by the Condominium Act and/or the Rules of the Division of Florida Land Sales, Condominiums and Mobile Homes from time to time, shall be available for inspection by unit owners and Board members within 5 ten (10) working days after receipt of a written request by the Board or its designee. This provision shall be deemed to have been complied with by having a copy of the official records available for inspection or copying on the Condominium or Association property. Provided, however, that the Directors may adopt, in advance and in written form, reasonable rules regarding the frequency, time, location, notice and manner of record inspections and copying.

8. Amendments to Section 7.6. of the Bylaws, as follows:

7.6. LIABILITY FOR ASSESSMENTS AND CHARGES – A unit owner shall be liable for all assessments and charges coming due while the owner of a unit, and such owner and owner's grantees after a voluntary conveyance shall be jointly and severally liable for all unpaid assessments and charges due and payable up to the time of such voluntary conveyance. Liability may not be avoided by waiver of the use or enjoyment of any common elements or Association property or by abandonment of the unit for which the assessments are made. ~~A first mortgagee who acquires title to a unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid assessments that became due prior to the mortgagee's receipt of the deed, but in no event shall the mortgagee be liable for more than 6 months of the unit's unpaid common expenses or assessments accrued before the acquisition of the title to the unit by the mortgagee or 1 percent of the original mortgage debt, which amount is less. The first mortgagee's liability does not commence until 30 days after the date the first mortgagee received the last payment of principal or interest. Such mortgagee may obtain title, own, occupy, lease, sell or otherwise dispose of such unit without the approval of the Association. In the event an Institutional Lender, as such term is commonly defined, who holds a first mortgage on a Unit (hereinafter referred to as "Institutional First Mortgagee") shall obtain title to a Unit as a result of foreclosure of a first mortgage pursuant to proceedings in which the Association has been named in the initial complaint as a lienholder and properly served, or as a result of a deed given in lieu of foreclosure or in satisfaction of a first mortgage to an Institutional First Mortgagee, such Institutional First Mortgagee, its successors and assigns, shall not be liable for the share of common expenses or assessments or other charges imposed by the Association pertaining to such Unit or chargeable to the former owner of such Unit which became due prior to acquisition of title as a result of the foreclosure (provided the Association was named in the initial complaint as a lienholder and properly served) or the acceptance of such deed, unless such share is secured by a claim of lien that is recorded prior to the recording of the foreclosed mortgage. Notwithstanding the foregoing sentence, the Institutional First Mortgagee shall be liable to the Association for those amounts provided in Chapter 718 of the Florida Statutes, as same may be amended and renumbered from time to time, and any other person or entity, other than the Institutional First Mortgagee that acquires title to a Unit as a result of its first mortgage or deed in lieu of foreclosure, shall continue to be jointly and severally liable with all previous owners of the Unit for all unpaid assessments, interest, late fees, attorneys' fees, costs and other charges authorized in this Declaration, that came due up to the time of transfer of title. For the purposes of this provision, the term "previous owner" or "former owner" does not include the Association to the extent the Association acquires title to the Unit through foreclosure of the Association's lien or by deed in lieu of foreclosure. Any unpaid share of common expenses or assessments or other charges that are excused by this Declaration shall be deemed to be common expenses collectible from all of the owners, including the Institutional First Mortgagee that acquired title to the Unit, and such acquirer's successors and assigns.~~

9. Amendments to Sections 7.7. and 7.8. of the Bylaws, as follows:

7.7. LIENS FOR ASSESSMENTS – The unpaid portion of an assessment including an accelerated assessment which is due, together with costs, interest, late fees and reasonable attorneys' fees for collection including any appeals, shall be secured by a lien upon the unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association in accordance with the requirements of Florida Statute 718.116.

7.8. UNPAID CHARGES – Unpaid charges which are due together with costs, interest, late fees and reasonable attorney's fees including appeals for collection shall be the basis for an action at law by the Association against the unit owner.

10. Amendments to Section 7.10. of the Bylaws, as follows:

7.10. COLLECTION – SUIT – The Association, at is option, may enforce collection of delinquent assessments by suit at law, by foreclosure of the lien securing the assessments, or by any other remedy available under the laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment or decree, together with those which have become due by acceleration plus interest and late fees thereon and all costs incident to the collection and the proceedings, including reasonable attorneys' fees, including appeals. The Association must deliver or mail by certified mail to the unit owner a written notice of its intention to foreclose the assessment lien 30 days before commencing foreclosure, unless Notice of Contest of Lien has been filed. The lien created by F.S. 718.116(5)(a) shall secure only assessments, interest, late fees, costs and attorneys' fees including appeals, and all other amounts or charges authorized in the Declaration and not fines, charges or other fees.

11. Amendments to Section 7.14. of the Bylaws, as follows:

7.14. FINANCIAL REPORTS – A complete financial report of actual receipts and expenditures of the Association shall be made annually which shall comply with F.S. 718.111(13) or in lieu thereof (if required by Rule 7D-23.004 Florida Administrative Code) a complete set of financial statements. A copy of the report or financial statements shall be furnished to each member within 30 days after its completion and delivery to the Directors or at the annual meeting. Within 21 days after the final financial report is completed by the Association or received from the third party preparing such report, but not later than 120 days after the end of the fiscal year, the Association shall mail to each unit owner at the address last furnished to the Association by the unit owner, hand deliver to each unit owner or otherwise provide (as permitted by law, as same may be amended from time to time), a copy of the most recent financial report or a notice that a copy of the most recent financial report will be mailed or hand delivered to the unit owner, without charge, within 5 business days after receipt of a written request from the unit owner.

12. Amendments to Sections 9.2. and 9.3. of the Bylaws, as follows:

9.2. PROPOSAL OF AMENDMENTS – An amendment may be proposed by either a majority of the Directors or by Twenty-Five Percent (25%) of the voting interests.

9.3. ADOPTION OF AMENDMENTS – ~~A resolution or written agreement adopting a proposed amendment must receive approval of sixty-seven percent (67%) of the voting interests of the Association present and voting, in person or by proxy, at a membership meeting at which a quorum has been obtained. Prior to turnover, amendments may be adopted by the Board alone.~~

