

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

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
OF BRIGHTON AT BAY COLONY, A CONDOMINIUM**

THE UNDERSIGNED HEREBY CERTIFIES that the attached amendments to the Declaration of Condominium of Brighton at Bay Colony, A Condominium ("Declaration"), 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.

IN WITNESS WHEREOF, we have affixed our hands this 15<sup>th</sup> day of April, 2020, in Collier County, Florida.

Executed in the presence of:

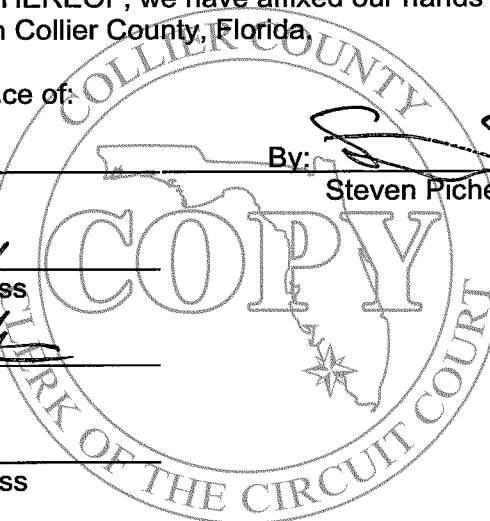
[Signature]  
Signature of Witness

By: [Signature]  
Steven Picheny, President

Robert Dekey  
Printed Name of Witness

[Signature]  
Signature of Witness

Nida LICHTER  
Printed Name of Witness

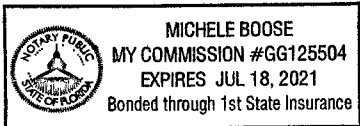


STATE OF FLORIDA     )  
COUNTY OF COLLIER    )

On this 15<sup>th</sup> day of April, 2020, 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: 7/18/21



AMENDMENTS TO DECLARATION OF CONDOMINIUM  
OF BRIGHTON AT BAY COLONY, A CONDOMINIUM

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

Amendments to Section 6 of the Declaration of Condominium of Brighton at Bay Colony, A Condominium, as more particularly described below.

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 location determined by the Association and its qualified consultants. Such humidity and temperature sensor equipment shall also include telephone dialer equipment.

This System shall be a Common Element to be maintained by the Association wherever the System is located upon the Common Elements of the Condominium Property, and shall be considered Association Property wherever located within a Unit. The System shall be accessible to the Association upon reasonable notice in the case of a non-emergency, but immediately, and without advance notice in an emergency situation. Any cost to repair damage or other additional costs incurred due to the Unit Owner's failure to provide access for the purposes described in this 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 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 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 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. Additionally, after each Unit Owner has installed code compliant hurricane resistant impact glass ("Impact Glass") in all exterior windows in the Unit Owner's Unit, as required in Section 6.4 of this Declaration, the Association, thereafter and on a going forward basis, shall be responsible for the ongoing maintenance, repair and/or replacement of all Impact Glass exterior windows in the Units, including all frames, weather stripping and all other components and hardware of the windows (although any Unit Owner who has failed or refused to install Impact Glass windows, as required in Section 6.4 of this Declaration, shall continue to be responsible for satisfying such obligation, at the Unit Owner's sole cost and expense). The Association shall also be responsible for the ongoing maintenance, repair and/or replacement of the windows in the three (3) lobby level cabanas in the tower, i.e., cabanas 24, 25 and 26. Each Unit Owner of a Unit, however, shall continue to be responsible for the ongoing maintenance, repair and/or replacement of all sliding glass doors in the Unit Owner's Unit (including all frames, screens, tracks, locking mechanisms and all other components

and/or hardware of the sliding glass doors) and for all hurricane shutters protecting the fixed windows and/or sliding glass doors in the Unit Owner's Unit, as well as all Impact Glass windows and all doors in all other cabanas not specifically mentioned above.

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.

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 all sliding glass doors (including all frames, screens, tracks, locking mechanisms and all other components and/or hardware of the sliding glass doors) windows and glass panels in the sliding glass doors, 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~~ 2021, 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).

