

WHEN RECORDED RETURN TO:

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**CERTIFICATE OF AMENDMENT OF THE  
DECLARATION OF CONDOMINIUM FOR  
THE DUNES OF NAPLES II, A CONDOMINIUM**

THE UNDERSIGNED, being the President of **THE DUNES OF NAPLES II CONDOMINIUM ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "Association"), does hereby certify that the foregoing Amendment to the Declaration of the Condominium for **THE DUNES OF NAPLES II, a Condominium**, was duly approved, adopted and enacted by the affirmative vote of the proper percentage of voting interests of the Association at a members' meeting called for that purpose at which a quorum was present held on March 13, 2013. The Declaration of Condominium for **THE DUNES OF NAPLES II, a Condominium**, was recorded on March 6, 2001 in Official Record Book 2786, Page 2281, of the Public Records of Collier County, Florida.

**AMENDMENT TO  
DECLARATION OF CONDOMINIUM**

Language being added is underlined and language being deleted is ~~struck through~~.

1. Section 10.4 of the Declaration of Condominium is amended as follows:

**10.4 Who is Liable for Assessments.** The ~~owner~~ Owner of each unit, regardless of how title was acquired, is liable for all assessments and installments thereon coming due while he or she is the Owner ~~owner~~. Multiple ~~owners~~ Owners are jointly and severally liable. Except as provided in Section 20.3 below, whenever title to a ~~condominium parcel~~ unit is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid assessments against the transferor, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee. Notwithstanding the foregoing or anything to the contrary contained in the Condominium Documents and/or Chapter 718, Florida Statutes (A) the Association, upon taking title to a unit in connection with a foreclosure sale or deed in lieu of foreclosure (i) shall not be deemed an "Owner" or "Apartment Owner" for purpose of payment of assessments, regular and special, and other charges allocated to said unit, whether prior to or after the date the Association takes title to said unit, but said assessments and charges shall be a common expense of the Association, and (ii) shall not be jointly and severally liable with the previous owner of said unit for unpaid assessments and other charges that came

due up to the time of transfer of title to said unit to the Association; and (B) any person or entity (a "purchaser") taking title to a unit, whether in connection with a foreclosure sale, deed in lieu of foreclosure or otherwise, that was previously owned by the Association shall not have any claim or cause of action against the Association for payment of said assessments and other charges which came due prior to and/or during the time the Association was the owner of said unit. All such assessments and other charges shall be payable by the purchaser.

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2. Section 11.8 of the Declaration of Condominium is amended as follows:

**11.8 Negligence; Damage Caused by Condition in Unit.** ~~The owner~~ Each Owner of each ~~a~~ unit shall be liable for the expense of any maintenance, repair or replacement of common elements, ~~the Association Property, Common Areas,~~ other units, or personal property made necessary by his or her ~~intentional act or negligence~~ negligent acts and/or omissions, or by that of any member of his or her family or his or her Occupant or his or her Guest guests, employees, agents, or tenants. Each ~~unit owner~~ Owner has a duty to maintain his or her unit, any ~~limited common elements~~ Limited Common Elements appurtenant to the unit (except those ~~limited common elements~~ Limited Common Elements required to be maintained by the Association, as provided in Section 11.1 above), and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other units, the Association Property, Common Areas, common elements or the property of other ~~owners~~ Owners and residents. If any condition, defect or malfunction, resulting from the ~~owner's~~ Owner's intentional or negligent acts or omissions shall ~~cause failure to perform this duty~~ causes damage to other units, the common elements, Common Areas, Association Property ~~property~~ or property within other units, the ~~owner~~ Owner of the offending unit shall be liable to the ~~person or entity responsible for repairing the damaged property~~ for all costs of repair or replacement thereof not paid by insurance (including insurance deductibles) resulting from said Owner's intentional or negligent acts or omissions. If one or more of the units involved is not occupied at the time the damage is discovered, the Association may enter the unit without prior notice to the ~~owner~~ Owner and take reasonable action to mitigate damage or prevent its spread, at the Owner's sole expense, with said cost being secured by a lien on said Owner's unit. The Association may, but is not obligated to, repair the damage with the prior consent of the Owner ~~owner~~ in the event of an emergency, with the cost being secured by a lien on said Owner's unit. All Owners and other persons occupying Owner's unit are required to shut off the main water valve to said unit when they will be absent from the unit for 48 consecutive hours or longer. The failure to shut off the main water valve in a unit shall automatically be deemed an act of negligence on the part of the Owner (or if a tenant or other persons occupying the Owner's unit was negligence, such negligence shall be imputed to Owner). In addition to shutting off the main water valve when absent from the unit for 48 consecutive hours or longer, each Owner shall be responsible for, and shall cause all person occupying Owner's unit, to take the following actions, and the failure to do so shall automatically be deemed an act of negligence on the part of the Owner: (A) arranging for on-going air-conditioning maintenance service, including periodic inspection of the system and cleaning of the condensation lines on at least a semi-annual basis; (B) regular inspection of water

lines to the unit's appliances, including, but not limited to, refrigerator, ice maker, and dishwasher, and replacement thereof as necessary; (C) regular inspection of the unit's appliances and plumbing fixtures, including, but not limited to, refrigerator, dishwasher, washing machine, ice maker, hot water tank(s), toilet(s), and water pipes and connections and other plumbing fixtures, and repair and/or replacement thereof as necessary; and (D) by no later than December 31, 2013, replace all washing machine hoses with steel-lined hoses, and, thereafter, regular inspection thereof and replacement thereof as necessary. The Board of Directors, in the exercise of its right and power to make reasonable rules and regulations, shall have the right to make rules and regulations from time to time concerning additional maintenance responsibilities for Owners to prevent foreseeable and reasonably preventable damage to other units, the Association's Property, Common Areas and the property of other Owners and residents, and the failure to comply with said rules and regulations shall automatically be deemed an act of negligence on the part of the Owner.

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3. A new Section 12.8 to the Declaration of Condominium is added as follows:

12.8 No Smoking. The smoking of cigarettes, cigars, pipes or any other smoking paraphernalia is prohibited in the Common Areas, on the Association's Property or on any balcony or lanai of any unit

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4. Section 23.2 of the Declaration of Condominium is amended as follows:

23.2 Applicable Statutes. The validity, application and construction of Condominium Documents this Declaration and its exhibits shall be governed by the Laws of the State of Florida, particularly Chapter 718, Florida Statutes (or its successor statute)the Condominium Act, as amended from time to time since the date of recording the Declaration in the Public Records of Collier County, Florida, including all future amendments thereafter as it exists on the date of recording this Declaration in the Public Records of Collier County, Florida.

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Except as specifically amended hereby, the Declaration of Condominium as originally filed and recorded shall remain in full force and effect.

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IN WITNESS WHEREOF, the President of The Dunes of Naples II Condominium Association, Inc. has caused this Certificate of Amendment to be executed on the date first above written.

WITNESSES:

Jordan Pollack  
Signature

Jordan Pollack  
Printed Name of Witness

Wayne Starr  
Signature

Wayne Starr  
Printed Name of Witness

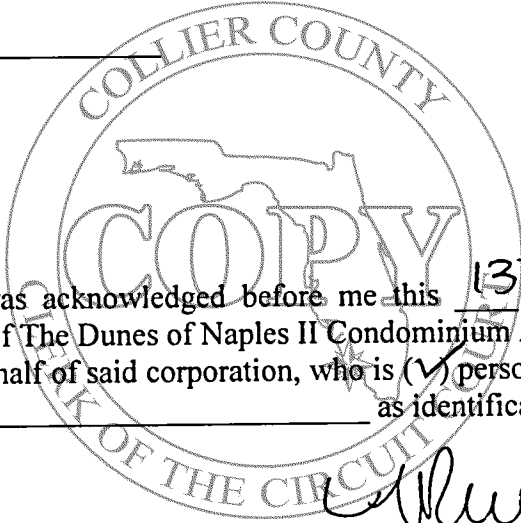
THE DUNES OF NAPLES II  
CONDOMINIUM ASSOCIATION, INC.

By: Tasso H. Coin  
Tasso Coin

Title: President

STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of March, 2013, by TASSO COIN, as President of The Dunes of Naples II Condominium Association, Inc., a Florida non-profit corporation, on behalf of said corporation, who is () personally known to me or who has ( ) produced \_\_\_\_\_ as identification.



Nicole Ruello  
Notary Public

Nicole Ruello  
Printed Name

My Commission Expires:

NOTARY PUBLIC-STATE OF FLORIDA  
Nicole Ruello  
Commission #DD912539  
Expires: AUG. 23, 2013  
BONDED THRU ATLANTIC BONDING CO., INC.