

WHEN RECORDED RETURN TO:

Robert A. Cooper, Esq.
Hahn Loeser & Parks LLP
2400 First Street
Suite 300
Fort Myers, Florida 33901
Phone (239) 337-6700

**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 27, 2014. 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, as amended by the certain Amendment recorded on March 14, 2013 in Official Record Book 4896, Page 941, all 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~~.

12.3 Pets. No animals, livestock or poultry of any kind shall be raised, bred or kept in any unit or on the common elements of the Condominium; provided, however, The the owner Owner of each a unit may keep a total of two (2) domestic household dogs and a reasonable number of pets a reasonable number of cats, fish and caged birds in the unit-, subject to the restrictions set forth in this Section 12.3 and the rules and regulations enacted by the Board of Directors from time to time; provided, further, that said pets are not kept, bred or maintained for commercial purposes. Notwithstanding the foregoing or anything to the contrary contained in this Section 12.3 or the Condominium Documents, under no circumstances will any of the following be permitted to be kept in any unit or on the common elements or Common Areas of the Condominium (1) any dog whose breed is noted for its viciousness or ill-temper, in particular, the pit bull, rottweiler, german sheppard, husky and doberman pinscher, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or (2) any exotic pet or any animal of any kind which has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin. Any unit owner Owner who keeps a domestic pet, or permits a domestic pet to be kept in his or her unit, shall be liable for all damage or injury to persons or property caused by such pet. No visitor, invitee or Guest of an Owner is permitted to bring or keep a pet in said Owner's unit unless said Owner is present in the unit. Tenants and lessees are

not permitted to bring or keep a pet. The ability to keep pets is a privilege, not a right, and the Board of Directors is empowered to order and enforce the permanent removal of any pet which becomes a source of unreasonable annoyance to other residents of the Condominium. Pets must be leashed or carried under the owner's arm at all times while on the Condominium property outside of the unit, and the pet owner shall immediately remove any solid animal droppings waste left by such owner's pet upon the common elements and/or Common Areas. The Association may establish and enforce fines for violations of this provision. In addition to the foregoing, each Owner is responsible for complying with the process for dealing with nuisance pets in the Condominium, which is attached hereto as "Exhibit A". The Board of Directors shall have the right to enact further rules, regulations and processes from time to time as necessary to regulate pets, including, but not limited to, identifying additional dog breeds that are prohibited in the unit.

If any Owner is keeping a dog, cat or other permitted domestic household pet that, after the effective date of the amendment to this Section 12.3, would violate the restriction on the number of pets or prohibited breeds as set forth in this Section 12.3, then said pet(s) shall be "grandfathered" and not subject to the amendments to this Section 12.3 related solely to number of pets or prohibited breeds for the life of said "grandfathered" pet (but is otherwise subject to all other amendments to this Section 12.3). Upon the death of said "grandfathered" pet, the owner shall fully comply with this Section 12.3 as amended. Notwithstanding the foregoing, "grandfathered" pets are subject to permanent removal from the unit by order of the Board of Directors if such pet becomes a source of unreasonable annoyance to other residents of the Condominium.

EXHIBIT "A" REFERENCED IN SECTION 12.3 OF THE DECLARATION

Process for Dealing with Nuisance Pets

Below is the process to be used in reporting and addressing incidents of pet nuisance:

1. Owners must make every effort to ensure their pets and those of their guests are neither a nuisance nor a real or perceived threat. Discharge of these responsibilities must include ensuring the pet is under the control of the owner or caregiver anytime it is outside its home and ensuring pet noise (e.g., barking) does not disturb neighbors. Common courtesy should be followed to avoid intimidation of owners who fear dogs (e.g., ask permission before entering an occupied elevator).
2. While it is the responsibility of anyone being disturbed or threatened by a pet to make the owner aware of any such nuisance, it is also the responsibility of the pet owner to periodically inquire of potentially affected neighbors whether the pet has created a disturbance or represents a real or perceived threat, and to act to resolve any issues identified during these inquiries.

3. Any resident or Dunes management personnel observing or affected by an infraction of any of established pet rules should discuss the infraction in a neighborly fashion with the pet owner or caregiver to secure voluntary compliance, or
4. If the owner is either unavailable or appears to be unapproachable, the person observing the infraction should report it to Dunes Site Management, or (after normal working hours) to the Dunes Gatehouse Security, providing as much information as possible.
5. If the complaint is not resolved, it must be put in writing, signed, and presented to the Board of Directors and/or site management. If the Board is in agreement with the complaint, the pet owner will be given written notice of the violation.
6. If upon the 3rd violation(s) the problem is still unresolved, the Board will make arrangements for a hearing (as prescribed in the Bylaws), after which the owner may be required to remove the subject pet from the premises. If so required, the pet owner will have 30 days to remove the pet from the premises.
7. The Board also has the authority to assess and collect fines for violations of the community rules pertaining to pets and to assess and collect amounts necessary to repair or replace damaged areas or objects.
8. If the nature of the complaint involves personal injury or the imminent threat thereof, the Board may decide to contact the Collier County Domestic Animal Services. Collier County has a written policy and procedure for formal notification, fines and court appearances.

**

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

[intentionally left blank]

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 28th day of April, 2014.

WITNESSES:

[Signature]
Signature

Aren Harris
Printed Name of Witness

[Signature]
Signature

BILL BERUTTI
Printed Name of Witness

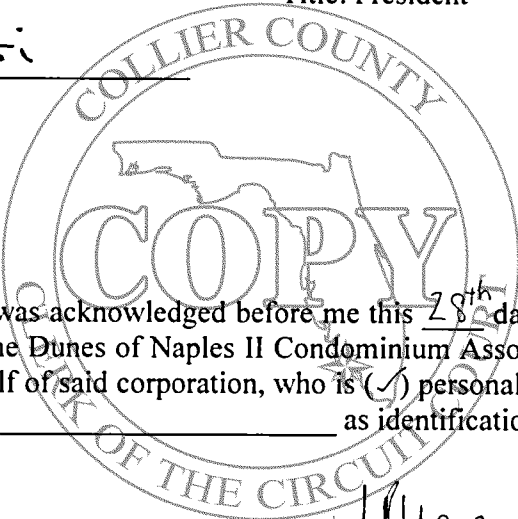
**THE DUNES OF NAPLES II
CONDOMINIUM ASSOCIATION, INC.**

By: [Signature]
Paul Wood

Title: President

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 28th day of April, 2014, by PAUL WOOD, 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.



[Signature]
Notary Public

Nicole Lynn
Printed Name

My Commission Expires:

