

WHEN RECORDED RETURN TO:

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BECKER & POLIAKOFF, P.A.
999 Vanderbilt Beach Road
Suite 501
Naples, Florida 34108

Recording Fee:

\$52.50

CERTIFICATE OF AMENDMENT

DECLARATION OF CONDOMINIUM

FOR

SEA GROVE AT THE DUNES, A CONDOMINIUM

I HEREBY CERTIFY that the following amendments to the Declaration of Condominium were duly adopted by the Association membership at a duly noticed Special Members' Meeting of the Association on the 25th day of October, 2012. The original Declaration of Condominium is recorded at O.R. Book 2895, Page 0447, of the Public Records of Collier County, Florida.

Additions indicated by underlining.

Deletions indicated by ~~striking through~~.

Amendment No. 1:

Article 11, Section 11.1 – 11.3;
Declaration

11. MAINTENANCE; LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS. Responsibility for the protection, maintenance, repair and replacement of the condominium property, and restrictions on its alteration and improvement shall be as follows:

11.1 Association Maintenance. The Association is responsible for the protection, maintenance, repair and replacement of all common elements and Association property (other than the limited common elements that are required elsewhere herein to be maintained by the unit owner). The cost is a common expense. The Association's responsibilities include, without limitation:

- (A) Electrical wiring up to the circuit breaker panel in each unit.
- (B) Water pipes, up to the individual unit cut-off valve inside the unit.
- (C) Cable television lines up to the wall outlets in the units.
- (D) Air conditioning condensation drain lines, up to the point where the individual unit drain lines cut off.
- (E) Sewer lines, up to the point where the sewer lines enter the individual units.

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- (F) All installations, fixtures and equipment located within one unit but serving another unit, or located outside of the unit, for the furnishing of utilities to more than one unit or the common elements.
- (G) The exterior surface of the main entrance doors to the units, including the upper unit French doors.
- (H) All exterior building walls, including painting, waterproofing, and caulking.
- ~~(I) The maintenance of the parking garages, and all parking spaces therein as well as all exterior surfaces and structural components, together with any and all doors.~~
- ~~(J)~~ (I) The maintenance of the stairwells exterior stairs and railings, up to the main entrance door ~~to the units.~~

The Association's responsibility does not include interior wall switches or receptacle, plumbing fixtures, or other electrical, plumbing or mechanical installations located within a unit and serving only that unit. All incidental damage caused to a unit or limited common elements by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a common expense, except the Association shall not be responsible for the damage to any alteration or addition to the common elements made by a unit owner or his or her predecessor in title.

11.2 Unit Owner Maintenance. Each unit owner is responsible, at his or her own expense, for all maintenance, repairs and replacements of his or her own unit and certain limited common elements. The owner's responsibilities include, without limitation:

- (A) Maintenance, repair, and replacement of screens, windows, and window glass, window frames and hardware.
- (B) The entrance door to the unit and their respective interior surfaces, including the door frame and hardware. This also includes French doors and sliding glass doors.
- (C) All other doors within or affording access to the unit.
- (D) The electrical, mechanical and plumbing fixtures, switches, valves, drains and outlets (including connections) located partially or entirely within the unit and serving only the unit, except those which are expressly made the Association's responsibility elsewhere in this Section 11.
- (E) The circuit breaker panels located inside the unit and all electrical wiring into the unit from the panels.

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- (F) Appliances, water heaters, smoke alarms and vent fans.
- (G) Except as provided in Section 11.4 below, all air conditioning, and heating equipment, thermostats, ducts and installations serving each unit exclusively.
- (H) Carpeting and other floor coverings.
- ~~(I) Door and window hardware and locks.~~
- ~~(J) (I) Shower pans.~~
- ~~(K) (J) The main water supply shut-off valve for the unit.~~
- ~~(L) (K) All interior doors and partition walls which do not form part of the boundary of the unit.~~
- ~~(M) (L) Balcony lanai, patio, or terrace areas.~~

11.3 Other Unit Owner Responsibilities:

- (A) Balconies, Terraces, Patios, Lanais and Entries. No balconies, terraces, patios, lanais or entries may be carpeted, covered or enclosed in any way without the prior written approval of the Board of Directors. Maintenance, repair and replacement of screening, and sliding glass doors and/or French doors is the responsibility of the owner. The Association is responsible for the maintenance, repair and replacement of all exterior walls of the building and the concrete slabs.
- ~~(B) Garages. The maintenance of the interior of each garage, the garage door, tracks and the garage door opener, is the responsibility of the owner of the unit to which the garage is assigned. The maintenance of the exterior surfaces and all structural components of the garage, as well as the exterior surfaces of the garage doors shall be by the Association and shall be a common expense.~~
- ~~(B) (C) Interior Decorating. Each unit owner is responsible for all decorating within his or her own unit including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.~~
- ~~(C) (D) Flooring. All units above the ground floor shall always have the floors covered with wall-to-wall carpeting installed over high quality padding, except carpeting I not required in kitchens, bathrooms, foyers or laundry rooms. An owner who desires to install in place of carpeting any hard-surface floor covering (e.g. marble, slate, ceramic tile, parquet, hardwood, etc.) shall also install a sound absorbent underlayment of such kind and quality as to equal or exceed the sound transmission inhibiting properties of a 1/4" cork underlayment to substantially~~

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reduce the transmission of noise to adjoining units. If the installation is made without the required underlayment, the Board may, in addition to exercising all the other remedies provided in this Declaration require the unit owner to cover all such hard-surface flooring with carpeting, or require the removal of such hard-surface flooring at the expense of the offending unit owner. No carpeting of any kind may be installed on or affixed to concrete surfaces exposed to the elements.

~~(D)~~ **(E) Window Coverings.** The covering and appearance of windows and doors, whether by draperies, shades, reflective film or other items, whether installed within or outside of the unit, visible from the exterior of the unit, shall be subject to the rules and regulations of the Association.

~~(E)~~ **(F) Modifications and Alterations.** If a unit owner makes any modifications, installations or additions to his or her unit, any appurtenant limited common element, or the common elements, the unit owner and his or her successors in title, shall be financially responsible for the insurance, maintenance, repair and replacement of the modifications, installations or additions, as well as the costs of repairing any damage to the common elements or other units resulting from the existence of such modifications, installations or additions, and the costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other part of the condominium property. In the event of conflict, the provisions of this paragraph shall prevail over the provisions of Section 11.1, above.

~~(F)~~ **(G) Use of Licensed and Insured Contractors.** Whenever a unit owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the unit or common elements, whether with our without Association approval, such owner shall be deemed to have warranted to the Association and its members that his or her contractor(s) are properly licensed and fully insured, and that the owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

**Amendment No. 2: Article 12, Section 12.4, 12.6;
Declaration**

12. USE RESTRICTIONS. The use of the condominium property shall be in accordance with the following provisions.

(Sections 12.1 through 12.3 Remain Unchanged)

12.4 Nuisances. No owner shall use his or her unit, or permit it to be used, in any manner that is disturbing, detrimental or a nuisance to the occupants of another unit, or which would not be consistent with the maintenance of the highest standards for a first class residential

Condominium, nor permit the premises to be used in a disorderly or unlawful way. The use of each unit shall be consistent with existing laws, ~~the Commons Documents~~ and the Condominium Documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner.

Each Unit Owner, by acceptance of a deed or other conveyance of their Unit, hereby acknowledges and agrees that sound and impact noise transmission in a building such as within the Condominium is very difficult to control, and that noises from adjoining or nearby Units and/or mechanical equipment can be heard in another Unit. The Association does not make any representation or warranty as to the level of sound or impact noise transmission between and among Units and the other portion of the Condominium Property, and each Unit Owner herein waives and expressly releases, to the extent not prohibited by applicable law as of the date of this Declaration, any such warranty and claims for loss or damages resulting from sound or impact noise transmission.

* * *

12.6 Motor Vehicles; Parking. No vehicle shall be parked within the Dunes Complex except on a paved parking surface, driveway or within a garage. No commercial truck, or other commercial vehicle, other than those temporarily present on business, nor any trailers, may be parked within the Condominium. Boats, boat trailers, campers, travel trailers, mobile homes, motor homes recreations vehicle, and the like, and any vehicle not in operating condition of validly license, may not be kept within the Dunes Complex Association. For the purpose of the foregoing sentence, the term "kept" shall mean present overnight, or for a period or four (4) consecutive hours, whichever is less. Because the number of parking spaces is limited, the right of the owners and occupants of any unit to park, keep or store more than two (2) motor vehicles in the Dunes Complex may be limited or regulated by the Association or the Master Association.

(Remainder of Article 12 Remains Unchanged)

(Signatures on following page)

WITNESSES:
(TWO)

SEA GROVE AT THE DUNES
CONDOMINIUM ASSOCIATION, INC.

Arnell Harris
Signature
Arnell Harris
Printed Name

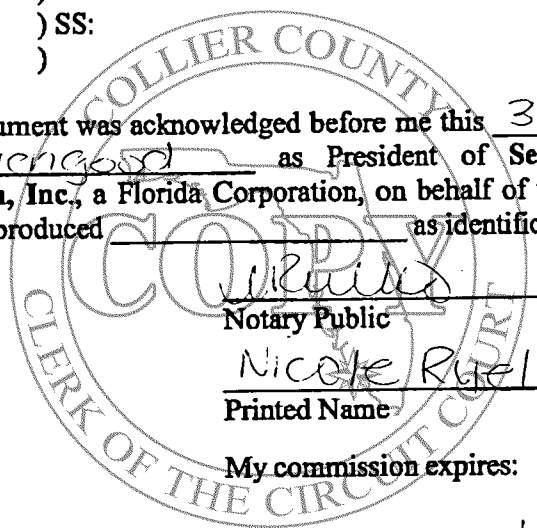
BY: David Livengood
DAVID LIVENGOOD, President
Date: 10/31/12

John Procca
Signature
John Procca
Printed Name

(CORPORATE SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 31st day of October, 2012, by DAVID LIVENGOOD as President of Sea Grove at the Dunes Condominium Association, Inc., a Florida Corporation, on behalf of the corporation. He/She is personally known to me or produced _____ as identification.



Nicole Ruello
Notary Public
Nicole Ruello
Printed Name

My commission expires:

ACTIVE: 4242295_1

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