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CERTIFICATE OF AMENDMENT

**AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF
NAPLES SANDPIPER BAY CLUB, A CONDOMINIUM
AND
AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
NAPLES SANDPIPER BAY CLUB, INC.
AND
AMENDED AND RESTATED BY-LAWS
OF
NAPLES SANDPIPER BAY CLUB, INC.**

I HEREBY CERTIFY that the following amendments to the Amended and Restated Declaration of Condominium of Naples Sandpiper Bay Club, a Condominium, were duly adopted by the Association membership at the duly noticed Special Members' Meeting of the Association on the 29th day of October, 2020. Said amendments were approved by a proper percentage of voting interests of the Association.

The original Declaration of Condominium of Naples Sandpiper Bay Club, a Condominium, including the legal description of the Collier County, Florida real property subject to this amendment was recorded at Official Records Book 1251, at Page 1687 *et seq.* of the Public Records of Collier County, Florida.

The Amended and Restated Declaration of Condominium of Naples Sandpiper Bay Club, a Condominium, the Amended and Restated Articles of Incorporation, and the Amended and Restated Bylaws of Naples Sandpiper Bay Club, Inc., subject to this amendment, is recorded at Official Records Book 3058, Page 1241, *et seq.*, of the Public Records of Collier County, Florida.

Additions are underlined
Deletions are ~~stricken through~~

A) AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

1. Article 1, Section 1.27 of the Declaration is hereby amended as follows:

1.27 "Primary Occupant" means a natural person approved for occupancy of a unit when title to the unit is held in the name of two or more persons who are not ~~husband and wife a married couple~~, or by a trustee or a corporation or other entity that is not a natural person.

2. Article 11, Section 11.9 of the Declaration is hereby amended as follows:

11.9 Purchase of Units. The Association has the power to purchase one (1) or more units in the Condominium and to acquire and hold-own, lease, mortgage, and convey them, such power to be exercised by the Board of Directors without the need for authorization by the Unit Owners.

3. Article 13, Section 13.5 of the Declaration is hereby amended as follows:

13.5 Unit Floor Covering. All units above the ground floor shall always have the floors covered with wall-to-wall carpeting except for the installation of hard flooring surfaces as follows: When installing hard floor surfaces, (tile, marble, wood, etc.) appropriate sound-deadening material must be used. The minimum acceptable sound-deadening material that can be used shall have a minimum IIC rating of 68dB and an STC rating of 72 dB over a 6" concrete floor or as otherwise determined by the Board from time to time. Hard wood surfaces may only be installed after obtaining written approval from the Board of Directors or its designee, and is subject to inspection. If installation is made without approval, the Board may, in addition to exercising all 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.

4. Article 13, Section 13.10 of the Declaration is hereby amended as follows:

13.10 Enforcement of Maintenance. If, after reasonable notice, the owner of a unit fails to maintain the unit or other portions of the condominium property as required above, the Association shall have, without waiver of other remedies, the right to enter the owner's unit and perform or cause performance of the necessary work, and/or institute legal proceedings at law or in equity to enforce compliance, and/or to take any and all other lawful actions to remedy such violation, in which event the unit owner shall be charged for the costs of such activities (including attorney's fees incurred by the Association and an administrative charge of 15% of the total cost to remedy the violation), by the Association which shall be secured by a lien for eCharges.

5. Article 13, Section 13.13 of the Declaration is hereby amended as follows:

13.13 Cable TV. The Association, at its option, has authority to install and maintain cable television lines, or to contract for the installation and maintenance of cable television lines, across the common elements of the Condominium and connecting to each condominium unit. The Association has further authority to arrange for the bulk purchase of cable television service, and

to bill each of the unit owners for their share of all costs necessary to install and maintain the facilities and to purchase the required cable television service. Such expenses shall be assessed to each condominium unit owner in the same manner and proportions as the assessments of common expenses, as provided in this Declaration. In the event that said assessment is unpaid, the Association may suspend cable and internet service to the unit provided that the assessment or any other monetary obligation owed to the Association is delinquent for at least ninety (90) days in addition to any other right to collect the assessment in the same manner as delinquent maintenance assessments are collected under the Declaration, including the right to file and foreclose a Claim of Lien in the manner provided in Section 12 of this Declaration.

6. Article 15, Section 15.2.5 of the Declaration is hereby amended as follows:

15.2.5 Additional Board Authority. The Board may promulgate such rules, policies, and procedures as are necessary to implement this Article. In the event that unit owners are suspected or circumventing rental restrictions by receiving consideration for occupancies which are held out as guest occupancies, the Association may require proposed guest occupants to submit proof of familial relationship, an affidavit as to absence of payment for the right to occupy the premises, and the like. The Association may adopt rules providing for exceptions to the requirements of this Section 15.2, such as permitting caregivers to occupy the unit in excess of the time permitted under this section upon provision of required medical documentation. The Association may charge a reasonable fee for processing guest registration requests, not to exceed the maximum permissible by law with respect to approval of tenant occupancies.

7. Article 15, Section 15.5 of the Declaration is hereby amended as follows:

15.5 Nuisances. No owner shall use his unit, or permit it to be used in any manner which, in the sole discretion of the majority of the Board, is unreasonably 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 and the condominium documents, and occupants shall at all times conduct themselves in a peaceful and orderly manner.

8. Article 17, Section 17.1 and 17.2 of the Declaration are hereby amended as follows:

17. LEASING OF UNITS. All leases of units must be in writing. A unit owner may lease only his entire unit, and then only in accordance with this Section, after receiving the approval of the Association. The lessee must be one natural person. As used herein the term leasing and all its derivations is synonymous with licensing and all its derivations and applies to any type of occupancy for which consideration has been paid to the Owner.

17.1 Procedures.

17.1.1 Notice. An owner intending to lease his unit shall give to the Board of Directors or its designee written notice of such intention at least twenty (20) days prior to the starting date of the proposed lease, together with the name and address of the proposed lessee, an executed copy of the proposed lease, and such other information as the Board may reasonably require. The Association may conduct interviews, background checks and credit checks on all proposed occupants.

17.2 Term of Lease and Frequency of Leasing. No unit may be leased for a term of less than thirty (30) days. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease beyond a one year period without association approval shall be permitted. However, the Board may, in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee is allowed. No unit may be advertised as a short term rental and/or in a manner that is inconsistent with the lease frequency and duration terms contained in this Article 17.

9. Article 18, Section 18.2.1 of the Declaration is hereby amended as follows:

18.2.1 Casualty. Except as otherwise provided herein, the Association shall obtain and maintain fire and extended coverage insurance with a responsible insurance company, or through alternate sources as may be available, upon all of the insurable improvements of the entire Condominium, including Association Property, the Common Elements, the Units, and the personal property of the Association, for the full replacement or insurable value thereof, less a commercially reasonable deductible, provided the Board may exclude foundation and excavation costs in its discretion. Notwithstanding the foregoing requirement, the Association, through its Board of Directors, will have fulfilled its duty to obtain insurance coverage if it obtains and maintains such insurance coverage as may be available from time to time given market and economic conditions, provided such coverage shall always meet the minimum level of adequate coverage required by Florida Statutes Section 718.111(11), as amended from time to time. The original policy of insurance shall be held by the Association, and Institutional Lenders shall be furnished, upon request, mortgage endorsements covering their respective interests.

Each Unit Owner is responsible for insuring his or her own Unit, and the personal property therein; all floor, wall and ceiling coverings; all built-in cabinets, appliances, water heaters, and electrical fixtures serving the Unit and all alterations, additions and improvements made to the Unit or the Common Elements by the Owner or his or her predecessors in title. Each Unit Owner is expected to carry homeowner's insurance, with endorsements for leakage, seepage and wind-driven rain, additions and alterations, and special assessment loss protection or recognize that he bears financial responsibility for any damage to his or her property or liability to others that would otherwise be covered by such insurance. Each Unit Owner shall be responsible for insuring personal property located within the Unit; ceiling, floor and wall coverings, and electrical fixtures, appliances, air conditioning and heating equipment, water heater, and built in cabinets to the extent these items are located within the Unit boundaries; and any improvements made within the Unit which are not covered by the Association policy. The owners shall also be responsible to insure

any portion of the Condominium Property which may be removed from Association insurance responsibilities by virtue of future amendments to Section 718.111(11), Florida Statutes (2000).

10. Article 19, Section 19.2.3 of the Declaration is hereby amended as follows:

19.2.3 Plans and specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original buildings, as set forth in the Surveyor's Plats, or if not, then according to plans and specifications approved by the Board of Directors. The Association may forego the reconstruction, repair, or replacement, as the case may be, of any specific Common Element damaged by a casualty event if approved by at least two-thirds (2/3rds) of the voting interests.

B) AMENDED AND RESTATED ARTICLES OF INCORPORATION

1. Article 8, Section 8.1 of the Articles of Incorporation is hereby amended as follows:

8. DIRECTORS.

8.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of Directors determined by the Bylaws, but which shall consist of not less than three (3) Directors, the qualifications of which shall be determined in the Bylaws. ~~Directors must be members or the spouse of a member of the Association.~~

C) AMENDED AND RESTATED BY-LAWS

1. Article 3, Sections 3.4 and 3.5 of the Bylaws are hereby amended as follows:

3.4 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings, unless fixed by Board resolution, shall be given to each Director personally or by mail, telephone, or facsimile at least ~~three (3) days~~ forty-eight (48) hours prior to the ~~time~~ day ~~named~~ for such meeting.

3.5 Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of any two (2) Directors. Not less than ~~three (3) days~~ forty-eight (48) hours notice of the special meeting (except in an emergency) shall be given to each Director personally or by mail, electronic mail, telephone, or facsimile, which notice shall state the time, place, and purpose of the meeting.

2. Article 3, Section 3.8 of the Bylaws is hereby amended as follows:

3.8 Owner Participation in Board Meetings. Meetings of the Board of Directors at which a majority of the members of the Board are present shall be open to all unit owners. The right to attend such meetings includes the right to speak with reference to all designated agenda items; provided, however, the Board may adopt reasonable rules governing the frequency, duration, and manner of unit owner statements. Unless otherwise provided by the Board, each unit owner is entitled to speak for three minutes with reference to designated agenda items. ~~Board meetings subject to the attorney-client privilege shall not be subject to unit owner observation~~ Notwithstanding anything to the contrary contained in the Condominium Documents, meetings of the Board or a committee to discuss personnel matters or with the Association's attorney with respect to proposed or pending litigation, when the meeting is held for the purpose of seeking or rendering legal advice, shall not be governed by the provisions of Section 3.8 of these Bylaws.

[Signatures on following page]

NAPLES SANDPIPER BAY CLUB, INC.,
A Florida not for profit corporation

WITNESSES:

Kateyn Ubanowski
Signature of First Witness

Kateyn Ubanowski
(Printed Name of First Witness)

Stephanie Rodriguez
Signature of Second Witness

Stephanie Rodriguez
(Printed Name of Second Witness)

Joseph Diorio
By: **Joseph Diorio**
Title: President

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared **Joseph Diorio**, as **President of Naples Sandpiper Bay Club, Inc.** who is [] personally known to me, or who [] has produced his Driver's License as identification and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of November 2020.

(NOTARY STAMP/SEAL)



Stephanie Rodriguez
Notary Public, State of Florida
Print Name Stephanie Rodriguez
My commission expires: 8/24/2022