

Certificate prepared by and return to:

Ashley D. Lupo, Esq.

Roetzel & Andress, A Legal Professional Association

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(Space above line for recording information)

### CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected and acting President of Princeton Place at Wiggins Bay Condominium Five Association, Inc., a Florida corporation, not for profit, does hereby certify that at a duly called special meeting of the members, held on June 14, 2011, where a quorum was present, after due notice, the amendments to the Declaration of Princeton Place at Wiggins Bay Condominium Five, set forth on Exhibit "A", as attached hereto and incorporated herein, were approved and adopted by the required vote of the membership. The Declaration of Princeton Place at Wiggins Bay Condominium Five was originally recorded in O.R. Book 1331 at Page 963, Public Records of Collier County, Florida.

EXECUTED this 29<sup>th</sup> day of June, 2011.

Pot Zellmann  
Witness

Princeton Place at Wiggins Bay Condominium  
Five Association, Inc.

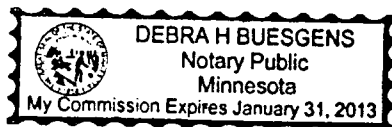
Rebecca Bichee  
Witness

Mike Smith  
Mike Smith, President

(Corporate Seal)

STATE OF Minnesota  
COUNTY OF Carver

The foregoing was acknowledged before me this 29<sup>th</sup> day of June, 2011, by Mike Smith, as President of Princeton Place at Wiggins Bay Condominium Five Association, Inc., who is personally known to me or has produced Minnesota Drivers License as identification.



Debra H. Buesgens  
Notary Public  
Debra H. Buesgens  
(Typed Printed Name of Notary)  
Serial No. Jan 31, 2013  
My Commission Expires:

**PROPOSED AMENDMENTS TO THE DECLARATION OF PRINCETON PLACE AT  
WIGGINS BAY CONDOMINIUM FIVE**

The Declaration of Princeton Place at Wiggins Bay Condominium Five is hereby amended as follows:

New language indicated by underlining.

Deleted language indicated by ~~strikethrough~~.

2. Definitions. The following terms which are used in this Declaration and its Exhibits, and as they may hereafter be amended, shall have the meaning described to them in this Section, except where the context clearly indicates a different meaning:

2.1 "Act" means the Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date of this amendment and ~~as it hereof and as hereafter may be amended and/or renumbered from time to time.~~

[Sub-sections 2.2 through 2.32 remain unchanged]

3. Description of Condominium.

[Sub-sections 3.1 through 3.2 remain unchanged]

3.3 Limited Common Elements. Each Unit shall have, as Limited Common Elements appurtenant thereto:

Patios and Balconies. Each Unit shall have either a patio or balcony abutting it for the exclusive use of the Unit Owner owning such Unit. The Unit Owner shall be responsible for maintenance and care of the patio or balcony, including, without limitation, all wiring, electric outlets, lighting fixtures and screening. A Unit Owner may not enclose exterior patios or balconies without the prior written consent of the Management Firm, if applicable, and the Board of Directors of the Association. No carpeting or other unapproved floor covering may be installed or affixed to a patio or balcony. The maintenance, repair, replacement and insurance of an approved alteration shall be the responsibility of the Unit Owner.

[Sub-section 3.4 remains unchanged]

7. Maintenance and Repairs.

7.1 Units. All maintenance, repairs and replacements of, in or to any Unit and Limited Common Elements appurtenant thereto, whether structural or nonstructural, ordinary or extraordinary, including, without limitation, maintenance, repair and replacement of screens, windows, the interior side of the entrance door and all other doors within or affording access to a Unit, and the electrical, plumbing, heating and air-conditioning equipment, fixtures and outlets, if any, within the Unit or the Limited Common Elements or belonging to the Unit Owner, shall

be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein, and shall be in accordance with the original plans and specifications therefor or as otherwise directed by the Association and/or the Architectural Control and Maintenance Standards Committee, if applicable. Additionally, each Unit Owner shall pay all charges for utility services metered directly to his Unit.

7.2 Common Elements. Except to the extent (i) expressly provided to the contrary herein, or ~~(ii) proceeds of insurance are made available therefor,~~ all maintenance, repairs and replacements in or to the Common Elements (other than Limited Common Elements as provided in this Declaration~~above~~) shall be performed by the Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owners. The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within a Unit and servicing only that Unit. The Association shall not be responsible for incidental damage caused to a Unit or Limited Common Elements by work performed or ordered to be performed by the Association. The Association shall not be responsible for the damage to any modification, installation, alteration or addition made by Unit Owners. The Unit Owner of each Unit shall be liable for the expenses of any maintenance, repair or replacement of Common Elements, other Units, or personal property made necessary by his or her act or negligence, or by that of any member of his or her family or his or her guests, employees, agents, or tenants. Each Unit Owner has a duty to maintain his or her Unit, any Limited Common Element appurtenant to the Unit, and personal property therein, in such a manner as to prevent foreseeable and reasonably preventable damage to other Units, the common elements or the property of other Owners and residents. If any condition, defect or malfunction, resulting from the Owner's failure to perform this duty causes damage to other Units, the common elements, Association Property or property within other Units, the Owner of the offending Unit shall be liable for the damage.

7.3 Specific Unit Owner Responsibility. The obligation to maintain and repair the following specific items shall be the responsibility of the Unit Owners, individually, and not the Association, without regard to whether such items are included within the boundaries of the Units, are Limited Common Elements or are Common Elements other than Limited Common Elements:

Where a Limited Common Element consists of a balcony or patio, the Unit Owner who has the right to the exclusive use of said balcony or patio shall be responsible for the day-to-day cleaning, maintenance, care and preservation of the paint and surface of the interior parapet walls, including floor and ceiling, within said area, if any, and the fixed and/or sliding glass door(s) in or other portions of the entrance way(s) of said area, if any, and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs, if any. The Association is responsible for the maintenance, repair and replacement of the concrete slabs forming the balcony or patio. The structural integrity of the concrete slabs is adversely affected by water intrusion and rusting aggravated by the water retention qualities of carpet and other floor covering. For this reason, no carpet or other unapproved floor covering may be used on patios and balconies. The Owner is responsible for the removal and replacement of any floor

covering as necessary for the Association's performance of its maintenance, repair and replacement obligations.

[Sub-section 7.4 remains unchanged]

7.5 Association's Lien. In the event any Unit Owner shall fail to maintain, replace and repair as herein provided, the Association, upon reasonable-thirty (30) days- written notice of not less than five (5) days or without written notice in the event of an emergency, shall have the right to institute legal proceedings to enforce compliance, or may take any and all other lawful actions to remedy such violation, including without limitation the right without being obligated to do so, to enter upon the Unit, with or without notice to or consent of the tenant or Unit Owner, and cause said maintenance, replacement or repair to be made, and in such event the Association shall have a lien upon the Condominium Parcel for the costs thereof including, without limitation, interest, court costs and reasonable attorneys' fees and appellate attorneys' fees incurred by the Association in collecting the sums expended by it. The aforesaid lien may be foreclosed in the same manner as mortgages or statutory liens are foreclosed in Florida.

7.6 Association's Access to Units. The Association has an irrevocable right of access to the Units for the purposes of protecting, maintaining, repairing, and replacing the Common Elements or portions of a Unit to be maintained by the Association under this Declaration, and as necessary to prevent damage to one or more Units. The Association's right of access includes, without limitation, entry for purposes of pest control and preventive maintenance of safety equipment such as fire alarms and sprinkler systems as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered or damage to the common elements may occur. The exercise of the Association's rights of access to the Unit shall be accomplished with due respect for the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the Unit. The Owner shall deposit with the Association a key to the Owner's Units. No Unit Owner shall alter any lock, nor install a new lock, which prevents access when the Unit is unoccupied, unless the Unit Owner provides the Association with a key. If the Association is not provided with a key to the Unit, the Owner shall pay all costs incurred by the Association in gaining entrance to his or her Unit, and also shall be responsible for any damage done to his or her Unit in gaining entrance thereto, and shall also be liable for any damage resulting from delay in gaining entrance to his or her Unit caused by the unavailability of a key.

7.76 Miscellaneous. All work performed on the Condominium Property or any portion thereof shall be in compliance with all applicable governmental building and zoning requirements.

## 9. Additions, Alterations or Improvements by Unit Owners.

9.1 Consent of the Board of Directors. No Unit Owner shall make any addition, alteration or improvement in or to the Common Elements, his Unit or any Limited Common Elements without the prior written consent of the Board of Directors and/or the Architectural Control and Maintenance Standards Committee, if applicable. The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement in such Unit Owner's Unit or Limited Common Elements within thirty (30) days after such

request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction and with any conditions imposed by the Association and/or the Architectural Control and Maintenance Standards Committee, if applicable, with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise.

A Unit Owner making or causing to be made any such additions, alterations or improvements or such Unit Owner who fails to maintain, repair or replace those items for which the Unit Owner is responsible, agrees, and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, all other Unit Owners harmless from any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair, replacement and insurance from and after the date of installation or construction thereof as may be required by the Association, as well as the cost of repairing any damage to the common elements or other Units resulting from same. The Unit Owner is further responsible for the cost of removing and replacing or reinstalling such modifications, additions, and/or alterations if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other parts of the Condominium property for which the Association is responsible. Unless expressly permitted in writing by the Association, the installation of any floor covering, whether in the Units or on the Limited Common Elements, must be in compliance with the Rules and Regulations adopted by the Board, other than padded carpeting or well padded vinyl tile, is prohibited; provided, however, carpeting or other unapproved floor covering shall not be permitted on patios and balconies as further set forth in Section 3.3 above. In any event, Unit Owners shall have the duty of causing there to be placed underneath such covering, so as to be between any such covering and the floor of the Unit, generally accepted and approved material for diminution of noise and sound, so that the floors shall be adequately soundproof according to general architectural and engineering standards presently observed in the community. The Board shall have the authority to adopt Rules and Regulations regarding approved floor covering and underlayment requirements.

[Sub-section 9.2 remains unchanged]

### 13. Collection of Assessments and Special Assessments.

[Sub-section 13.1 remains unchanged]

13.2 Default in Payment of Assessments or Special Assessments for Common Expenses. Assessments, Special Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest rate allowable by law from the due date until paid. The Association shall be entitled to collect late fees for any Assessment, Special Assessment and/or installments thereof and/or any other amounts due the Association not paid on the due date at the maximum rate allowed under the Act. The Association has a lien on each Condominium Parcel for any unpaid Assessments and Special Assessments on such Parcel, with interest, late fees and for reasonable attorney's fees and costs incurred by the Association

incident to the collection of the Assessments and Special Assessments or enforcement of the lien. The lien is effective from and shall relate back to the recording of the original Declaration of Condominium provided, however, as to Institutional First Mortgagee's, the lien is effective from after-recording a claim of lien in the Public Records of the County, stating:~~†The lien shall state~~ the description of the Condominium Parcel, the name of the record Owner, the amount due and the due dates. No such lien shall continue for a longer period than one year after the claim of lien has been recorded, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien shall secure all unpaid Assessments, Special Assessments, interest, costs, late fees, and attorney's fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment the person making the payment is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for unpaid Assessments and Special Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments and Special Assessments without waiving any claim of lien.

[Sub-sections 13.2 through 13.4 remain unchanged]

13.5 Institutional First Mortgagee. In the event an Institutional First Mortgagee shall obtain title to the Condominium Parcel by a purchase at the public sale resulting from the Institutional First Mortgagee's foreclosure judgment in a foreclosure suit in which the Association has been properly named as a defendant junior lien holder, or as a result of a deed given in lieu of foreclosure, such Institutional First Mortgagee, its successors and assigns, shall not be liable for the share of Common Expenses or Assessments or Special Assessments or other charges imposed by the Association attributable to such Condominium Parcel or chargeable to the former Unit Owner of such Condominium Parcel which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed in lieu thereof, unless such share is secured by a claim of lien that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of Common Expenses or Assessments or Special Assessments or other charges shall be deemed to be Common Expenses, collectible from all of the Unit Owners, including such acquirer, and such acquirer's successors and assigns. A Unit Owner, regardless of how his or her title to the Condominium Parcel has been acquired, including by purchase at a foreclosure sale or deed in lieu of foreclosure, is liable for all unpaid Assessments, Special Assessments and other amounts due up to the time of transfer of title plus interest at the maximum rate of law, late fees, collection costs and attorneys' fees and costs incurred by the Association to collect such Assessments, Special Assessments and other amounts as well as all Assessments, Special Assessments and other amounts that come due after the transfer of title plus interest at the maximum rate of law, late fees, collection costs and attorneys' fees and costs incurred by the Association to collect such Assessments, Special Assessments and other amounts. Notwithstanding the foregoing, when the holder of a Institutional First Mortgagee on a Condominium Parcel obtains title to a Condominium Parcel as a result of a foreclosure of its first Institutional Mortgage in which it names the Association as a defendant in its initial pleadings, or obtains title to a Condominium Parcel as a result of a deed in lieu of foreclosure after initiating a foreclosure action on its Institutional First Mortgagee in which it names the Association as a defendant in its initial pleadings, such Institutional First Mortgagee who acquires title shall be

jointly and severally liable with the previous title holders for all unpaid Assessments, Special Assessments and other amounts due the Association, except as may be limited by the Act as it now exists and as it may be amended from time to time, interest at the maximum rate of law, late fees, collection costs and attorneys ' fees and costs incurred by the Association to collect such Assessments, Special Assessments and other amounts, unless the Association's claim of lien was recorded prior to the Institutional First Mortgagee in which event the Institutional First Mortgagee who obtains title shall be liable for all unpaid Assessments and other amounts plus interest at the maximum rate of law, late fees, collection costs and attorneys' fees and costs incurred by the Association to collect such Assessment or other amounts.

[Sub-sections 13.6 through 13.10 remain unchanged]

