

PREPARED BY:
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Fort Myers, FL 33901
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**CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR BRITTANY PLACE HOMEOWNERS
ASSOCIATION, INC.**

THE UNDERSIGNED, being the President of BRITTANY PLACE HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, does hereby certify that the attached Amendments to the Declaration of Covenants, Conditions and Restrictions for Brittany Place, as originally recorded at O.R. Book 2491, Page 2188, *et seq.*, of the Public Records of Collier County, Florida, were duly approved, adopted and enacted by the affirmative vote of the required percentage of unit owners at a meeting called for that purpose at which a quorum was presented held on the 9th day of February, 2010.

Dated this 20 day of February, 2010.

Witnesses:

Sign: James E. Lavinski
Print: JAMES E LAVINSKY

Sign: Helen G Lewis
Print: Helen G Lewis

BRITTANY PLACE HOMEOWNERS ASSOCIATION, INC.

BY: Shirley Hingston
President of the Association

(Address) 815 Grafton Ct.
Naples, FL 34104

STATE OF FLORIDA
COUNTY OF COLLIER

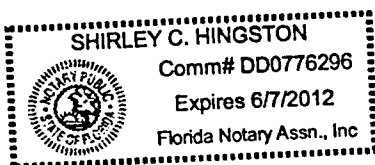
The Foregoing Instrument was acknowledged before me this 20 day of February, 2010, by Suzanne Ostrander, as President of **BRITTANY PLACE HOMEOWNERS ASSOCIATION, INC.**, a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced _____ as identification and did (did not) take an oath.

(SEAL/STAMP)

Signed: Shirley Hingston
Print: Shirley Hingston

Notary Public - State of Florida
Serial Number: DD 0776296

My Commission Expires: 6-7-2012



**AMENDMENTS
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BRITTANY PLACE**

Note: Words ~~stricken~~ are deletions; Words underlined are additions.

7.2 Maintenance of Lots and Villas.

*****Intervening Section (A) Unchanged*****

(B) Villas. The Association shall paint ~~clean and provide ordinary maintenance of~~ the exterior walls and other surfaces of the Villas and appurtenant structures such as privacy walls and garages, the need for which is caused by normal wear and tear and weathering, keeping the appearance of the same in a condition comparable to the condition of such improvements at the time of their initial construction, ~~except for normal weathering, wear and tear. The Association shall clean and provide ordinary day to day cleaning of the roofs and shall replace the roofs when the roofs have reached the end of their useful life. The Owner shall repair all roof leaks, including those necessitated by a force of nature casualty, such as storm damage, as well as any other leaks, except and excluding solely replacement due to end of useful life. The Association shall in no event be responsible for roof replacement, except and excluding replacement of a roof which has reached its normal useful life.~~ Painting of the exterior walls of the Villas and all appurtenant structures such as privacy walls and garages, including the outside surfaces of exterior doors, door and window frames, and all exterior caulking and waterproofing, are Association responsibilities. Maintenance, repair and replacement of mailboxes, irrigation and street lighting is the Association's responsibility. Otherwise the cleaning, maintenance, repair and replacement of the Villas is the responsibility of the owners thereof. The owner of each Villa shall maintain, repair and replace, at his own expense, all portions of his Villa except those portions specifically required in this Section 7 to be maintained, repaired and replaced by the Association. By way of illustration, and not limitation, the owner's responsibilities include:

- (1) Windows, glass and screens, doors, door and window frames, hardware and locks.
- (2) All wiring, plumbing, and electrical, air conditioning or mechanical equipment or fixtures which serve only the Villa, regardless of location.
- (3) Pools, pool cages and related structures and improvements.
- (4) Driveways serving the Villa.
- (5) Villa and Garage Roofs. Notwithstanding anything else to the contrary contained herein or elsewhere the owner of a Villa Unit shall be responsible for the maintenance, repair and replacement of the roofs of his or her Villa Unit and garage and the cost shall be an individual expense of the owner, except as provided below. As provided in Section 8.1 below the owner shall also maintain

insurance coverage on said roofs and as provided in Section 7.3 below if an owner fails to maintain, repair or replace his or her roof the Association may take the necessary action to remedy the violation and assess the cost to the owner.

Each Villa and in certain cases garages constructed upon a Lot are attached to and adjacent to another Villa or garage constructed upon an adjacent Lot and each Villa and garage share a single common roof and roofing system. In the event that the entire roof or roofing system or a portion of a roof or roofing system requires maintenance, repair or replacement pursuant to the governing documents, then the cost thereof in excess of insurance proceeds, if any, shall be shared pro rata by the Owners of the adjoined Villas or garages over which the roof to be maintained, repaired or replaced is situated; provided, however, that in the event that the maintenance, damage or destruction is confined to the roof area wholly within the dimensions of a single Lot, Villa, or garage the cost of repair and replacement thereof, which is in excess of insurance proceeds, if any, shall be paid by the Owner of said Villa, Lot and garage. If the maintenance, damage or destruction of adjacent roof areas is caused by the negligence or willful misconduct of any one Owner, such negligent Owner shall bear the entire cost of maintenance, repair or replacement, in excess of insurance proceeds. If an Owner shall neglect or refuse to perform the maintenance, repair or replacement as required in this Declaration or pay his or her share, or all of such cost, as the case may be, the other affected Owner may have such roof maintained, repaired or replaced and shall be entitled to file in the Public Records a lien on the Villa and Lot of the other Owner so failing to pay for the amount of such defaulting Owner's share of the cost plus attorneys' fees and costs, which lien may be foreclosed in the same manner as a lien of a mortgage. If an Owner shall give, or shall have given a mortgage or mortgages upon his Villa and Lot, then the mortgagee shall have the full right at his option to exercise the rights of his mortgagor as an Owner hereunder and, in addition, the right to add the outstanding balance of such mortgage any amounts paid by the mortgagee for repairs hereunder and not reimbursed to said mortgagee by the Owner.

Upon the recordation of this amendment in the Public Records of Collier County, Florida the then existing roof reserve maintained by the Association shall within sixty (60) days be refunded pro-rata to the Owners, with the Owner(s) of each Villa receiving a credit/refund share of 1/102 of the total roof reserve. The funds shall be credited/refunded to the Owners as follows: The first moneys shall be applied to pay off any then existing delinquency on the Owner's account resulting from but not limited to unpaid accrued late fees, interests, costs, attorney's fees, fines, and assessments. Secondly, any funds remaining shall be credited to the Owner's account for the April, July and October 2010 regular quarterly assessments. Finally, any funds remaining shall be paid to the Owner(s) in a single lump sum payment made by check. All credits/refunds shall be due and owing and payable only to the record title owner(s) of the Villa as reflected in the Public Records of Collier County, Florida on the date this amendment is recorded in the Public Records. By adoption of this amendment the members have

approved the cancellation of the roof reserve, the refund of the roof reserve in the aforementioned manner and have approved and authorized the Board to take all reasonable action to effectuate this intent with no further approval of the members required.

11. GENERAL COVENANTS AND USE RESTRICTIONS.

11.3 Leasing. Villas may be leased, with the shortest available lease period being thirty (30) ~~ninety (90)~~ consecutive days. No Villa may be leased more often than four (4) times in any calendar year. For purposes of this restriction, the first day of occupancy under the lease shall conclusively determine in which year the lease occurs. No lease may begin sooner than thirty (30) ~~ninety (90)~~ days after the first day of occupancy under the last previous lease. All leases are subject to the following restrictions and conditions:

(B) No lease may be for a period of less than thirty (30) ~~ninety (90)~~ consecutive days.

11.11 Driveways and parking areas. Driveways and parking areas must be paved with concrete, interlocking paver blocks, or another hard surface approved by the Association Developer. Maintenance and repair of all driveways, parking and other paved parking facilities (excluding the Villa driveways) shall be the responsibility of the Association. Driveways must be kept clean and free from oil, rust or other unsightly stains.