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12/06/2006 at 09:53AM DWIGHT R. BROCK, CLERK  
REC FEE 27.00

Retn:  
JAMIE B GREUSEL  
1104 N COLLIER BLVD  
MARCO ISLAND FL 34145

**CERTIFICATE OF AMENDMENT**  
**OF**  
**BRITTANY PLACE HOMEOWNER'S ASSOCIATION, INC.**

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members of Brittany Place Homeowner's Association, Inc. on November 8, 2006 held at Glen Eagle Clubhouse, Card Room #3, at 3:00 p.m., by a vote of not less than two-thirds (2/3) of all owners present in person or by proxy and casting votes the Declaration of Covenants, Conditions and Restrictions for Brittany Place Homeowner's Association as originally recorded in the Public Records of Collier County, Florida at O.R. Book 2491, Page 2188 et. seq., as amended and restated, was amended as follows:

1. The Declaration of Covenants, Conditions and Restrictions for Brittany Place Homeowner's Association, is hereby amended in accordance with the Exhibit A attached hereto and incorporated herein.

IN WITNESS WHEREOF, Brittany Place Homeowner's Association, Inc. has caused this Certificate of Amendment to be executed in accordance with the authority hereinabove expressed this 28 day of November, 2006.

BRITTANY PLACE HOMEOWNER'S  
ASSOCIATION, INC.  
a Florida not-for-profit corporation

(corporate seal)

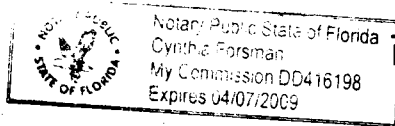
By: John A. Deaneauk Pres.

Frank Murphy  
Witness #1: FRANK MURPHY  
(print name)

Suzanne Ostrander  
Secretary attest

Ashley Nicely  
Witness #2: ASHLEY NICELY  
(print name)

COUNTY OF Collier STATE OF Florida  
 The foregoing instrument was acknowledged before me this 28 day  
 of November, 2006 by Jon Deaneck, President of Brittany  
 Place Homeowner's Association, Inc., who is personally known to me or who has  
 produced \_\_\_\_\_ (type of identification) as identification and  
 who did not take an oath.

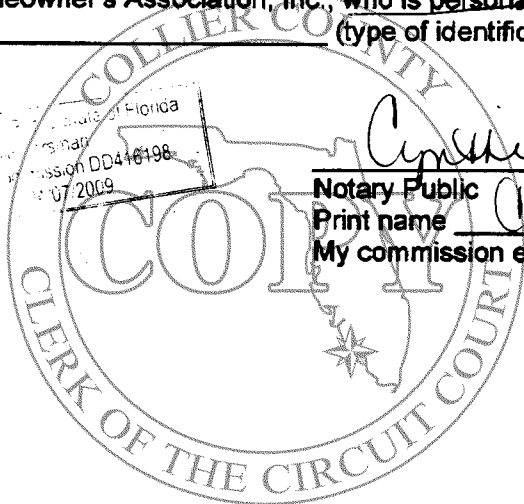


Cynthia Forsman  
 Notary Public \_\_\_\_\_

State of Florida  
 County of Collier

The foregoing instrument was acknowledged before me on this 28  
 day of November, 2006 by Suzanne Stander Secretary of  
 Brittany Place Homeowner's Association, Inc., who is personally known to me or  
 who provided \_\_\_\_\_ (type of identification) as  
 identification.

(SEAL)



Cynthia Forsman  
 Notary Public  
 Print name Cynthia Forsman  
 My commission expires: \_\_\_\_\_

**Exhibit A**

(additions are shown by underlining and deletions by ~~strikethrough~~)

**7. Maintenance; Improvements**

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**7.2 Maintenance of Lots and Villas**

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(B) Villas. The Association shall 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 maintenance of the roofs, repair and replacement of the roofs, the need for which is caused by normal wear and tear and weathering 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 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 and street lighting is the Association's responsibility. Otherwise the 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.

Each owner shall maintain his Villa and all fixtures and appliances located therein in good condition and repair at all times. Garages and storage areas shall be maintained in an orderly condition, and the storage of combustibles or explosives other than ordinary household materials is prohibited. Each owner is prohibited from painting or otherwise decorating or changing the appearance of his Villa except as permitted in this Declaration.