

Instrument prepared by
and after recording return to:
Ashley D. Lupo, Esq.
Roetzel & Andress
850 Park Shore Drive
Naples, FL 34103
(239) 649-6200

(space above this line for recording)

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected and acting President of Regatta at Vanderbilt Beach I Condominium Association, Inc., a Florida corporation not-for-profit, does hereby certify that at the duly noticed special members meeting held on April 28, 2011, at which a quorum was established, that the amendments to the Declaration of Condominium for Regatta at Vanderbilt Beach I, a Condominium, as set forth on Exhibit "A", were approved by the required vote of the members. The Declaration of Condominium for Regatta at Vanderbilt Beach I, a Condominium, was originally recorded at Official Records Book 2648, Page 2022, et. seq., as amended and restated at Official Records Book 3799, Page 0001, et. seq., both of the Public Records of Collier County, Florida.

REGATTA AT VANDERBILT BEACH I
CONDOMINIUM ASSOCIATION, INC., A
FLORIDA CORPORATION NOT-FOR-
PROFIT

Paige Porio

Witness Signature

Paige Porio

Print Name

Nick Lichter

Witness Signature

Nick Lichter

Print Name

(SEAL)

Rick Kappel, President
Rick Kappel, President

Date:

7/7/2011

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 7th day of JULY, 2011, by Rick Kappel, as President of Regatta Vanderbilt Beach I Condominium Association, Inc., the not-for-profit corporation described in the foregoing instrument and who is () personally known to me or who has produced _____ as identification.

NOTARY PUBLIC-STATE OF FLORIDA
Diana M. Carr
Commission # DD703467
Expires: AUG. 08, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

Diana M. Carr
Notary Public
Print Name: DIANA M. CARR
My Commission Expires: 08/08/11

**AMENDMENTS TO THE
DECLARATION OF CONDOMINIUM FOR
REGATTA AT VANDERBILT BEACH I, A CONDOMINIUM**

The Declaration of Condominium for Regatta at Vanderbilt Beach I, a Condominium, is hereby amended as set forth below:

Additions indicated by underlining.
Deletions indicated by ~~striketrough~~.

10. MAINTENANCE, ALTERATION AND IMPROVEMENTS. Responsibility for the maintenance of the Condominium Property, and restrictions upon the alteration and improvement thereof, shall be as follows:

10.1 Association Maintenance. The maintenance, repair and replacement of all Common Elements (except those Limited Common Elements for which this Declaration delegates responsibility to the Unit Owner) and Association Property shall be performed by the Association, and the cost is a Common Expense, except as may otherwise be specifically noted with respect to Limited Common Elements. Same shall include, but not be limited to, exterior painting, roofing, maintenance of paved parking facilities and the parking garages, and maintaining portions of the Condominium Property exposed to the elements, but shall not include maintenance of screen frames or screening or balcony enclosures. The Association shall maintain the window installations originally installed by the Developer, or replacements thereof of like kind and quality. Same includes the window frame and encasement, the plate glass, and the exterior caulking thereof. The Unit Owners shall be responsible for interior locking mechanisms, interior caulking (if necessary or ~~desired~~required by the Board of Directors), the window sill (unless part of the window frame) and glass breakage due to any interior cause. The Association shall, through the Board of Directors, have the authority to determine when windows need to be replaced and, the style of windows, and same shall not require a vote of the Unit Owners, it being understood that window styles change periodically, as do applicable codes. The Association's maintenance responsibility includes, without limitation, all electrical conduits located outside the Unit; plumbing fixtures and installations located outside the Unit; installations located within a Unit but serving another Unit; or installations located outside the Unit for the furnishing of utilities to more than one Unit or the Common Elements. The Association shall be responsible for the cable television lines up to the wall outlets in the Units; the air conditioning condensation drain lines, up to the point where the individual Unit drain lines cuts off; the exterior surface of the main entrance doors to the Units; and the maintenance of the stairwells, up to the main entrance door to the units. The Association shall be responsible for the maintenance and repair of the drywall constituting the Common Elements of the Condominium, including the interior surface of the exterior boundary walls, as well as the drywall ceiling of the Unit. Decorations of such surfaces (including but not limited to paint, wallpapering, "popcorn," paneling, etc.) are the responsibility of the Unit Owner. The Association's responsibility does not include interior non-load bearing partitions, electrical fixtures, switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within the Unit and serving only that Unit. If, in connection with the

discharge of its maintenance responsibilities, the Association must remove, disassemble, or destroy portions of the Condominium Property which the Unit Owner is required to maintain, repair, and replace, the Association shall be responsible for reinstallation or replacement of that item, to its unfinished state (i.e., excluding floor coverings, wall coverings, ceiling coverings, paint, wallpaper, paneling, etc.), provided that such items are part of the Condominium Property as originally installed by the Developer, or replacements thereof of like kind and quality. Replacement of all upgrades or additions, even if made by a predecessor in title, shall be the responsibility of the Unit Owner.

10.2 Unit Owner Maintenance. Each Unit Owner is responsible, at his/her own expense, for all maintenance, repairs, and replacements of his/her own Unit and those Limited Common Elements serving his Unit, if so provided herein, whether ordinary or extraordinary including, without limitation: interior partitions, the finishes thereof, and the structural framing related thereto (assuming non-load bearing); all electrical or plumbing facilities located in the Unit, which service only the individual Unit, plus all electrical facilities from the electrical meter inward, which service only that Unit; maintenance, repair and replacement of window screens, screen doors or balcony screens (including hardware and framing); sliding glass doors and the structural components thereof, including trim and caulking; Unit front entry door, except that the Association may paint the exterior surface of the entry doors when it is painting the entire Buildings; all other doors and the framing and structural components thereof (including trim, caulking, locks and hardware) within or servicing the Unit; the electrical, mechanical and plumbing fixtures and outlets (including connections) within a Unit and serving only that Unit including sinks, toilets, tubs, showers, shower pans, and all related Fixtures and installations; appliances; all portions of the heating and air conditioning equipment (including compressors, air handlers and freon lines) and utility installations and connections serving an individual Unit, no matter where located (except that Association shall maintain chases housing freon lines); circuit breaker panels located inside the unit; appliances, water heaters, smoke alarms and dryer vents to the point of termination (even if exterior to the Unit); air conditioner discharge lines to the point of termination or connection to another discharge (even if exterior to the Unit); carpeting and other floor covering (including patio, terrace and lanai areas); door and window hardware and locks; and all other facilities or Fixtures located or contained entirely within a Unit which serve only that Unit. Unit Owner's are responsible for any garage door opener. All incoming plumbing from the shut-off valve (at hot water) inward is a specific Unit Owner responsibility. Outbound plumbing is the responsibility of the Owner until the point of connection to a vertical disposal, even if outside the Unit boundary. All said areas, if located outside of the boundaries of the Unit, are declared Limited Common Elements for which the Unit Owner has the responsibility to maintain and repair. Each Unit Owner is responsible at his sole cost and expense for replacing all main water supply shut-off valves and hot water heater(s)/tank(s) pursuant to the provisions of this section. Hot water heater(s)/tank(s) and main water supply shut-off valves which are original to the unit as of the effective date of this amendment shall be replaced prior to December 31, 2011. Further, all hot water heaters/tanks shall be replaced every ten (10) years. An Owner, within thirty (30) days of the Association's request, shall advise the Association in writing of the age of the water heater(s)/ tanks(s) in his Unit. All replacement water shut off valves shall be brass, ball-valve shut offs of a type approved by the Board. The Association through its Board of Directors shall have the authority to designate additional items and Fixtures that must be repaired, maintained and/or replaced within specific time periods or based upon useful life or new technology; provided, however that such

items and Fixtures pose a material risk of damage to, or impairment of reasonable use or enjoyment of, all or a portion of the Condominium Property as reasonably determined by the Board of Directors. Parking facilities shall be maintained by the Association. Any insurance proceeds paid to the Association with respect to any loss or damage within the Unit or Limited Common Elements which is covered by the Association's casualty insurance, and which loss would otherwise be borne by the Unit Owner, shall be paid to the Unit Owner, after the work has been completed and invoices have been submitted verifying the costs of repair, and in accordance with Article 13 hereof.

[Sections 10.3 through 10.10 remain unchanged]

10.11 Enforcement of Maintenance. If, after reasonable notice, the Owner of a Unit fails to maintain the Unit or other portions of the Condominium Property or fails to perform the inspections, as required under this Declaration above, the Association, its agents, employees, licensees, contractors and/or sub-contractors shall have, without waiver of other remedies, the right to enter the Owner's Unit or Limited Common Element 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) by the Association which shall be secured by a lien for Charges, such costs to be paid within ten (10) days of presentation of an invoice to the Unit Owner by the Association of such activities. By way of example, and not by way of limitation, in the event a Unit Owner fails to replace his water shut off valve, the Association, after reasonable notice, shall have the right to have its contractor enter the Unit Owner's Unit and replace the water shut off valve and the costs of such replacement shall be paid by such Unit Owner to the Association within ten (10) days of the Association submitting to the Unit Owner an invoice setting forth the costs due the Association. These recoverable costs specifically include the cost of management time to enforce this section.

10.12 Negligence; Damage Caused by Condition of Unit. Each Unit Owner shall be liable to the Association and/or other Unit Owners for the expenses of any maintenance, repair or replacement of the Condominium Property made necessary by his intentional act, failure of the Unit Owner to comply with this Declaration or Florida law, or negligence, or by that of any member of his/her family or his/her or their guests, employees, agents, or lessees. If any condition, defect or malfunction existing within a Unit or Limited Common Elements which the Unit Owner is obligated to maintain, if caused by the Owner's negligence, shall cause damage to the Common Elements, Association Property, or to other Units, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged areas for all costs of repair or replacement not paid by insurance (including the deductible) and without waiver of subrogation rights, provided that such responsibility shall be conditioned on the neighboring Unit(s) being adequately insured based on local standards and conditions. Further, any claim of a Unit Owner against the Association or another Unit Owner relative to damage to the Condominium Property, to the extent the Association or other Unit Owner might otherwise be liable pursuant to the Condominium Documents or applicable law, shall be predicated upon said Unit Owner being adequately insured based on local standards and conditions. Should any Unit Owner fail to maintain such insurance, any claim will be reduced to the extent such Unit Owner's insurance, if

obtained pursuant to the above-described standards, would have provided coverage or compensation for the loss. The requirement that the individual Unit Owner obtain insurance shall not be construed to confer any additional liability on the Association or Unit Owners, but is intended to require Unit Owners and the Association to respectively insure risks that are customarily experienced in condominiums located in Florida's coastal communities, and Condominiums in general, including but not limited to damages occasioned by windstorms, hurricanes, tornadoes, floods, rainstorms, bursting pipes, water seepage and leakage, and mold and mildew. If one or more of the Units involved is not occupied at the time a damage incident is discovered, the Association may enter the Unit(s) without prior notice to the Owner(s) and take reasonable action to mitigate damage or prevent its spread, at the Unit Owner's expense. The Association may, but is not obligated to, repair the damage without the prior consent of the Owner, in the event of an emergency, and the Owner shall be responsible for reimbursement of the Association, with the cost being secured by a lien for Charges. Unit Owners are required to shut off all water valves when the Unit will be unoccupied on an overnight basis, and failure to do so will create a presumption of negligence. A Unit Owner's failure to perform the inspections set forth in the Declaration and/or failure to perform its maintenance, repair and replacement obligations under the Declaration shall create a presumption of negligence. By way of example, and not by way of limitation, in the event a Unit Owner fails to have his hot water heater(s)/tank(s) replaced as provided in this Declaration and such hot water heater(s)/tank(s) leak, such Unit Owner shall be presumed negligent and liable for any damage as a result of such leak.

10.13 Maintenance Inspections. The Association through its Board shall have the right to adopt rules and requirements regarding maintenance and inspection of the Units and corresponding maintenance, inspection, repair and replacement of any Fixtures or items associated with a Unit.

10.14 Maintenance Contracts If there shall become available to the Association a program of contract maintenance or replacement for water heater(s)/ tank(s) within Units, air-conditioning compressors and/or air handlers serving individual Units, appliance maintenance within Units or any other type of maintenance program for Fixtures and/or other items within the Unit or Condominium Property whether the responsibility for maintenance, repair or replacement is that of the Unit Owner or the Association, then the Association may at its sole election enter into such contractual undertakings upon approval of the Board of Directors. The expenses of such contractual undertakings to the Association shall be Common Expenses of the Association. All maintenance, repairs and replacements not covered by the said maintenance contracts shall be the responsibility of either the Unit Owner or Association as provided elsewhere in this Declaration.

10.15 Notification when Absence. Unit Owners who absent themselves from their Unit for a period of more than thirty (30) days shall notify the Association of such vacancy and shall provide the Association with contact information for the Unit Owner and confirm that the Owner has shut off the main water supply to their Unit and that there are no water leaks prior to leaving. If requested by the Owner at the time of notification to the Association, the Association or its agents may enter the Unit and perform the inspection and water shut off. In the event that the Unit Owner fails to notify the Association prior to his absence from the Unit for more than thirty (30) days, the Association shall have the right, but not the obligation, to perform the inspections of the Unit to confirm that the main water is shut off without the need to provide notice to the

Owner. Notwithstanding anything to the contrary contained herein, the Association through its Board shall have the right to adopt additional rules regarding the inspection of Units, which may include entry in the absence of the Owner.

[Section 12 remains unchanged]

12.1. Access. The irrevocable right of access to each Unit during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein or any items that the Unit Owner is obligated to inspect, maintain, repair and replace under this Declaration but fails to do so, or at any time for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit or Units, or to determine compliance with the terms and provisions of this Declaration, the exhibits annexed hereto, and the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time. The Owner shall provide the Association a ~~Association may require that a pass-key be posted for~~ his each Unit. The Owner shall also provide the Association the contact information for any home watch service that regularly inspects the Unit and any rental agency that services the Unit. Within thirty (30) days of the effective date of this Amendment, should the Association not have a key to an Owner's Unit, the Association may change the Unit's locks to obtain such key upon five (5) days notice to the Owner and charge the costs of such work to the Owner. These recoverable costs specifically include the cost of management time to enforce this section and may, if determined advisable by the Board, implement a master key system.

[Sections 12.2 through 12.13.1 remain unchanged]

