

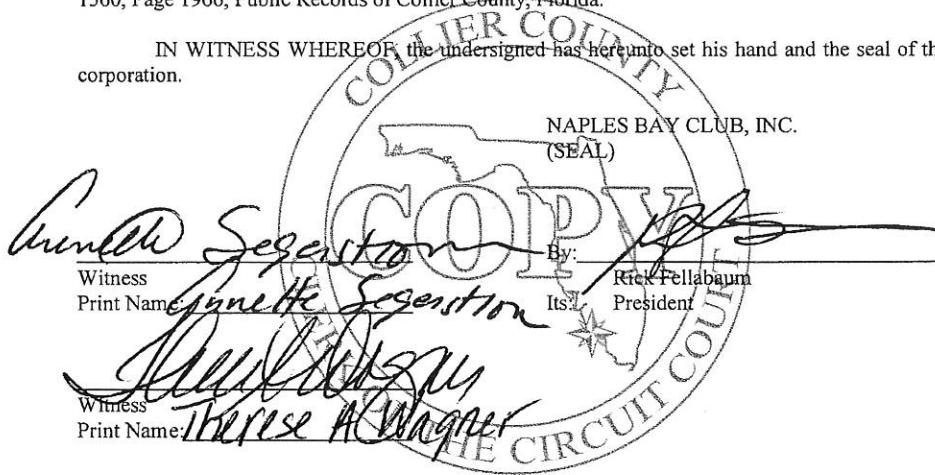
Instrument prepared by and after recording return to:  
Steven M. Falk, Esq.  
Falk Law Firm, P.A.  
7400 Tamiami Trail North, Suite 103  
Naples, FL 34108  
(239) 596-8400

(Space above line for recording information)

**CERTIFICATE OF AMENDMENT**

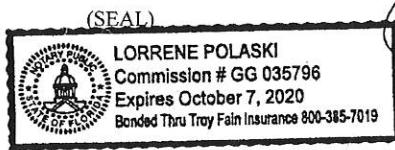
THE UNDERSIGNED, being the President of Naples Bay Club, Inc., a Florida corporation not for profit, does hereby certify that at the Annual Members' Meeting held on February 2, 2018, at which a quorum was present, after due notice, the amendments to the governing documents attached hereto as Exhibit "A" were approved and adopted by the required vote of the membership. The Declaration of Condominium for Naples Bay Club, a Condominium was recorded in O.R. Book 680, Page 1022, Public Records of Collier County, Florida and the Amended and Restated Declaration of Condominium for Naples Bay Club, a Condominium was recorded in O.R. Book 1560, Page 1966, Public Records of Collier County, Florida.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and the seal of the corporation.



STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 20 day of February 2018, by Rick Fellbaum, as President of Naples Bay Club, Inc., the corporation described in the foregoing instrument, who is  personally known to me or who has produced \_\_\_\_\_ as identification.



*Lorrene Polaski*  
Notary Public  
Lorrene Polaski  
Printed Name of Notary Public  
Serial Number: GG 035796  
My Commission Expires: 10-07-2020

# EXHIBIT "A"

NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE DECLARATION, FOR PRESENT TEXT SEE EXISTING DECLARATION OF CONDOMINIUM

## AMENDED AND RESTATED DECLARATION OF CONDOMINIUM

OF

NAPLES BAY CLUB, INC.

A Condominium

### ARTICLE 1

NAME

1. Purpose. The purpose of this Declaration is to submit the lands described herein or referred to in this instrument and improvements on such lands to the condominium form of ownership and use in the manner provided in Chapter 718, Florida Statutes, hereafter called the Condominium Act, as the same is amended from time to time.

1.1. Name and Address. The name by which this condominium is to be identified is NAPLES BAY CLUB, INC., a condominium. The condominium address shall be 800 River Point Drive, Naples, Florida, 34102.

1.2. The Land. The lands which have been submitted to the condominium form of ownership are the following described lands lying in Collier County, Florida:

Those lands submitted to condominium ownership in the Original Declaration of Condominium as well as those lands specifically added to the condominium at Book 680, Page 1045; Book 758, Page 506; Book 863, Page 1175; and Book 821, Page 945, all of the Public Records of Collier County, Florida, which lands are called "the land."

### ARTICLE 2

2. Definitions. The terms used in this Declaration and in its exhibits shall have the meanings stated in the Condominium Act and as follows, unless the context otherwise requires:

2.1. "Unit" means a part of the condominium property which is subject to exclusive ownership, and which may also be referred to as a townhouse. If two or more units as specified in the site plans for the condominium shall be converted into a single dwelling, each unit shall nonetheless maintain its separate identity for purposes of voting, ownership of common elements and common surplus, payment of common expenses, appurtenant use rights, and all other purposes.

2.2. "Unit owner" means owner of a unit or townhouse as defined herein.

2.3. "Association" or "Corporation" means NAPLES BAY CLUB, INC. and its successors.

2.4. "Common elements" shall include the land on which the improvements are located, the tangible personal property required for the maintenance and operation of the condominium, even though owned by the Association, the portions of the condominium property not included in the units, as well as the items stated in the Condominium Act.

2.5. "Limited common elements" means those common elements which are reserved for the use of a certain unit or units to the exclusion of all other units, as hereafter specified: (1) A parking space is assigned to each unit as a limited common element and (2) Balconies and porch areas contiguous to each unit which are designed for the exclusive use of the unit shall be deemed limited common elements.

2.6. "Common expenses" include expenses of administration; expenses of maintenance, operation, repair or replacement of the common elements to be maintained by the Association, and of the portions of units to be maintained by the Association; expenses declared to be such by this Declaration or by the Bylaws of the Association, and any valid charge against the condominium property as a whole. Common expenses shall likewise include expenses for water, taxes, insurance, and bulk cable television service made by NAPLES BAY CLUB, INC.

2.7. "Condominium" means the condominium created by this Declaration of Condominium.

2.8. "Voting certificate" means a document which designates one of the record title owners, or the corporate, partnership or entity representative, who is authorized to vote on behalf of a condominium unit that is owned by more than one owner or by any entity.

2.9. Singular, Plural, Gender. Whenever the context so permits, the use of the plural shall include the singular, the singular the plural, and the use of any gender shall be deemed to include all genders.

2.10. Utility services as used in this Declaration and Bylaws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning and garage and sewage disposal.

3. Development Plan. The Condominium is described and established as follows:

3.1. Survey. A survey of the land showing the improvements on it was attached as Exhibit "B-1" through Exhibit B-7 inclusive to the Original Declaration of Condominium and has been subsequently amended in the Public Records as referenced in Article 1.2 of this Declaration. Said surveys, as amended, are deemed incorporated herein by reference.

3.2. Plans. The improvements upon the land were constructed substantially in accordance with plans, a portion of which plans were attached as Exhibit "B-1" to the Original Declaration of Condominium.

Additional amendments to the Plans as described in Exhibit "B" to the Original Declaration of Condominium may be found in the Public Records as referenced in Article 1.2 of this Declaration.

Attached as Exhibit "C" to the Original Declaration of Condominium was a Registered Land Surveyors Certificate of completion of the complex submitted to this Declaration of Condominium, together with Certificates of approximate location of projected complex one, two, four, five, and six. Complexes one, four and six were never submitted, and shall not be submitted to the terms of this Declaration. Complexes two (200 Building), three (300 Building) and five (500 Building) constitute the entire condominium.

3.3. Easements are reserved through the condominium property as may be required for utility services in order to serve the condominium adequately; provided, however, such easements through a unit shall be only according to the plans and specifications for the unit building, or as the building was constructed, unless approved in writing by the unit owner.

3.4. Improvements, General Description. The improvements consist of buildings (200, 300 and 500), landscaping, paving, pool area with pool and bath house, fences, dumpster enclosure and related facilities.

3.5. Unit Boundaries. The unit boundaries are defined as follows:

3.5a. Upper and Lower Boundaries. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

- (1) Upper boundary...the horizontal plane of the undecorated finished ceiling.
- (2) Lower boundary...the horizontal plane of the undecorated finished floor.

3.5b. Perimetrical Boundaries. The perimetrical boundaries of the unit shall be the vertical planes of the undecorated, finished interior of the walls bounding the unit extended to intersections with each other and with the upper and lower boundaries.

4. The Units. The units of the condominium are described more particularly and the rights and obligations of their owners established as follows:

4.1. Typical Unit Plans. Typical floor plans are attached as exhibits pursuant to paragraph 3.2 hereof. In some instances, these floor plans are reversed from the exhibit, which fact is indicated.

4.2. Unit Numbers. Each unit is identified on the longitudinal section attached as Exhibit "B" to the Original Declaration of Condominium and as amended by a number. Such numbers are

207, 208, 209, 210, 211, 212, 213, 214

315, 316, 317, 318, 319, 320, 321, 322

534, 535, 536, 537, 538, 539, 540, 541

4.3. Share of each unit owner. The undivided share owned by each unit owner in the common elements and the common surplus and the fraction of sharing common expenses shall be 1/24th.

4.4. Voting Rights. There shall be one voting interest assigned to each unit.

5. Maintenance; Limitation upon Alteration and Improvement. Responsibility for the maintenance, repair and replacement of the condominium property and restrictions on its alteration and improvements shall be as follows:

5.1. Association Maintenance. The maintenance, repair and replacement of all common elements and Association property (other than limited common elements required elsewhere herein to be maintained by the unit owner) shall be performed by the Association, and the cost is a common expense. The Association's responsibility includes, without limitation, all electrical conduit, rough plumbing, and other installations located within a unit but serving another unit, or located outside the unit for the furnishing of utilities to one or more units or the common elements, but does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within the unit and serving only that unit. All incidental damage caused to a unit or limited common elements by work done or ordered by the Association shall be restored by the Association as nearly as practical to its condition before the damage, all at the Association's expense.

5.2. Unit Owner Maintenance. Each unit owner is responsible, at the owner's expense, for all maintenance, repairs and replacements of the owner's unit, whether ordinary or extraordinary including, without limitation, maintenance, repair and replacement of screens (including hardware and framing), windows and window glass, the interior side of the entrance door and all other doors within the unit, the electrical, mechanical and plumbing fixtures and outlets (including connections), appliances, all portions of the heating and air conditioning equipment (no matter where located), carpeting and other floor covering, door and window hardware and locks, appliances, other facilities or fixtures located or contained entirely within the unit and serving only that unit, and all other interior, non-structural partition walls which do not form part of the boundary of the unit. However, any insurance proceeds paid to the Association with respect to any loss or damage within the unit which is covered by the Association's casualty insurance, shall be paid to the unit owner. The unit owner shall also have the following responsibilities:

5.2a. Balconies. The unit owner who has the right to the exclusive use of a balcony shall be responsible for the maintenance, care and preservation of the screens and frames and other enclosures, as well as fixed or sliding glass doors in portions of the entrance way, if any, and the wiring, electrical outlet (s) and fixture(s) thereon, if any, and the replacement of light bulbs. In order to preserve the structural integrity of the balconies, unit owners are prohibited from installing or maintaining carpeting on any balcony. The Association shall be responsible for maintenance, repair and replacement of balcony structural floors, ceilings and exterior portions, and also the building walls enclosed by the balconies.

5.2b. Interior. Each unit owner is responsible for all decorating within his or her own unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.

5.2c. Exterior. The appearance of porches and balconies, including screens and frames, hardware, storm shutters, and other items visible from the exterior of the unit, shall be subject to the rules and regulations of the Association.

5.2d. Common areas. Common walkways and other common areas shall not be obstructed, littered, defaced or misused in any manner.

5.2e. If a unit owner makes any modifications, installations, or additions to the interior or exterior of the unit or limited common elements, the unit owner shall be financially responsible for the insurance, maintenance, care and preservation of the modifications, installations, or additions and shall execute such documents as the Association may promulgate accepting said financial responsibility.

5.3. Contractual maintenance. If there shall become available to the Association a program of contract maintenance for appliances, equipment or services, located within units, air conditioning compressors and air handlers, located outside units, which the Association determines is to the benefit of the owners, then upon agreement by a majority of the voting interests present in person or by proxy and voting at a meeting of the members or by a majority of total voting interests in writing, the Association may enter into such contractual undertakings. The expenses of such contractual undertakings to the Association shall be a common expense. All maintenance, repairs and replacements not covered by the contract shall be the responsibility of the unit owner.

5.4. Alteration to Units and Limited Common Elements by Unit Owners. No owner may make or permit the making of any structural modifications or alterations to a unit or its appurtenant limited common elements or in any manner change the exterior appearance of any portion of the condominium or any portion of the unit visible from the exterior of the building, without first obtaining the written consent of the Board of Directors, which consent shall be denied if the Board determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the condominium in part or whole. If any unit owner requests approval of an alteration or modification involving the removal of any interior partition wall, the Association may permit such removal if the removal would not materially affect the structural integrity of the building or interfere with the utility services constituting common elements, if any, located therein. Any glass, screen, curtain, blind, shutter or awning which may be installed where visible from outside the unit is subject to regulation by the Board of Directors.

5.4a. Hurricane Protection. Hurricane shutters, impact glass, code-compliant windows or doors or other types of code-compliant hurricane protection may be installed at owner's expense after the owner receives prior written approval of the Board of Directors. The shutters may be installed inside or outside the existing porch screening. They may be Rollup or Accordion types, and shall be similar in color to building exteriors. All hurricane protection must meet appropriate building code requirements. The board may adopt additional standards for such installation including uniformity of appearance and structural integrity and may require, as a condition for approval, the execution of a document by the unit owner accepting the responsibility to insure and repair the hurricane protection.

The Board may not refuse to approve the installation or replacement of hurricane protection conforming to the specifications adopted by the Board.

5.4b. Satellite Dish. Any owner may have a satellite dish installed on the roof above the owner's condominium unit upon compliance with the following requirements. The dish will be a maximum of 18 inches in diameter and not more than 30 inches in height above roof level and will be installed so that it is not visible from ground level. The dish will be installed only by a competent licensed and insured contractor, at the owner's expense, and the owner will be fully responsible for any damage of any nature to the common elements or any other unit caused by the installation or presence of the dish, either during or after installation. If the roof must be repaired or replaced, the owner will be responsible for the expense of removal, repair, or re-installation. Any owner wishing to install a dish will make prior written application to the Board, along with such plans and specifications as the board may require, and no dish will be installed without the prior written approval of the Board. The Board may from time to time impose additional requirements regarding the installation of satellite dishes as it sees fit.

5.5. Alterations and Additions to Common Elements by the Association. The protection, maintenance, repair, and replacement of the common elements is the responsibility of the Association and the cost is a common expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the common elements or to real property which is association property costing more than \$20,000 in the aggregate in any calendar year without prior approval of at least a majority of the voting interests present (in person or by proxy) and voting at a regular or special meeting of the Association or by the written agreement of a majority of all units. However, if work reasonably necessary to protect, maintain, repair, replace or insure the common elements also constitutes a material alteration or substantial addition to the common elements, no prior unit owner approval is required.

5.6. Enforcement of Maintenance. If after reasonable notice, the owner of a unit fails to maintain the unit or its appurtenant limited common elements as required by this Declaration, the Association shall have the right to institute legal proceedings at law or in equity to enforce compliance, or to take any and all other lawful actions to remedy such violation, including entering the unit and performing the maintenance functions, in which event the unit owner shall be charged for the costs of such activities by the Association on the next regular assessment and such costs shall be a charge against the unit as in the case of any other assessment. Provided, however, the Association is not obligated to perform any maintenance functions on behalf of the owner.

5.7. Negligence. Each unit owner shall be liable to the Association for the expenses of any maintenance, repair or replacement of common elements or Association property made necessary by the unit owner's negligence. Each unit owner shall be liable to another unit owner for damages to that other owner's property caused by the unit owner's negligence. The negligence of any unit owner's family member, guest, employee, agent or lessee shall be considered the negligence of the unit owner. If one or more of the units involved is not occupied at the time the damage is discovered, the Association may enter the unit without prior notice to the owner 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.

6. Assessments. The making and collection of assessments against unit owners for expenses shall be pursuant to the Bylaws and subject to the following provisions:

6.1. Unit owner Liability. Each unit owner shall be liable for his or her pro rata share of the common expense. The owner of each unit is liable for all assessments or installments thereon coming due while he or she is the unit owner. A unit owner shall be liable for an unpaid assessment chargeable to the former unit owner if such assessment is secured by a claim of lien recorded prior to the unit owner's acquisition of title. A first mortgagee, its successors and assigns, acquiring title to a unit upon foreclosure, or deed in lieu of foreclosure, shall be liable for unpaid assessments chargeable to the former unit owner to the extent set forth in the Condominium Act; the balance of such unpaid assessments shall be deemed to be common expenses collectable from all of the unit owners including the acquirer of title, its successors and assigns. A first mortgagee, acquiring title as aforesaid, shall, during the period of its ownership of such unit, whether or not the unit is occupied or unoccupied, be liable for its share of the common expenses.

6.2. Interest. Application of Payments. Assessments and installments on such assessments paid on or before ten days after the date when due shall not bear interest, but all sums not paid on or before ten days after the date when due shall bear interest at the highest rate permitted by law. All payments upon account shall be first applied to interest and then to other costs of collection, including attorney fees, and then to the assessment payments first due.

6.3. Lien for Assessments. The lien for unpaid assessment shall also secure all costs of collection including reasonable attorney fees incurred by the Association incident to the collection of such assessments or enforcement of such lien.

6.4. Rental. If the unit owner remains in possession of the unit after a foreclosure judgment has been entered, the court, in its discretion, may require the unit owner to pay a reasonable rental for the unit. If the unit is rented or leased during the pendency of the foreclosure action, the association is entitled to the appointment of a receiver to collect the rent.

6.4a. Notwithstanding any other remedy available to the Association, under this Declaration, the Bylaws, or applicable law, the Association shall have the following option when payment of assessments are in default (more than ten days in arrears) and the unit is under lease: The Association may, without order of court, direct rental income (by written notice to the tenant with copy to owner) from units in default to be paid directly to the Association until all outstanding assessments, interest, costs and attorney fees and receivers fees and any other monetary obligations related to the unit, if applicable, are satisfied. As an alternative, the Association may apply to a court of competent jurisdiction, either in connection with the institution of a foreclosure suit, a personal suit, or otherwise, to have rental proceeds paid on account of a unit in default paid directly to the Association, the court registry, or a receiver, as the court may direct. In lieu of either of the foregoing, the Association may

elect to terminate any existing lease with respect to units in default and prohibit the unit from being rented in the future until the default is cured. The Association may choose any of these courses of action as the Board deems appropriate without same constituting a waiver or election of remedies. All tenants who rent units at Naples Bay Club shall be deemed to assent to terms of this provision.

6.5. Foreclosure. Liens for assessments may be foreclosed in the manner provided by the Condominium Act. The Association may also bring an action to recover a money judgment for the unpaid assessments without waiving any lien rights.

6.6. Administrative Late Fee. The Association shall have the right to levy an administrative late fee of up to the greater of \$25 or 5 percent of each delinquent installment for which the payment is more than ten (10) days past due. Said late fee shall be in addition to interest and other costs of collection and may be collected in like manner and as provided by law.

6.7. Acceleration of Due Date. If any unit assessment becomes more than thirty (30) days past due, the Association shall have the right to accelerate the due date of the entire unpaid balance of the unit's annual assessment for that fiscal year as if said balance had originally been due on the due date for the oldest delinquent assessment. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorney fees, late fees, and costs; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent owner a notice of the exercise, by certified or registered mail to the owner's last known address, and shall be deemed given upon mailing of the notice, postpaid. The notice may be given as part of the notice of intent to foreclose as required by the Condominium Act, or may be sent separately.

7. Association. The operation of the condominium shall be by NAPLES BAY CLUB, INC., a corporation not for profit, under the laws of the State of Florida, which shall fulfill its functions pursuant to the following provisions:

7.1. Articles of Incorporation. A copy of the Articles of Incorporation of the Association were attached as Exhibit "D" to the Original Declaration of Condominium and the Amended and Restated Articles shall be attached to this Declaration as Exhibit "A". All future amendments to the Articles of Incorporation shall be deemed incorporated herein by reference.

7.2. Bylaws. The Bylaws of the Association shall be the Bylaws of the condominium, a copy of which was attached as Exhibit "E" to the Original Declaration of Condominium and the Amended and Restated Bylaws shall be attached to this Declaration as Exhibit "B". All future amendments to the Bylaws shall be deemed incorporated herein by reference.

7.3. Restraint Upon Assignment of Share in Assets. The share of members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a unit.

8. Insurance. The insurance other than title insurance that shall be carried upon the condominium property and the property of the unit owners shall be governed by the following provisions:

8.1. Authority to Purchase; Named Insured. All insurance policies upon the condominium property, except as herein provided to the contrary, shall be purchased by the Association. The named insured shall be the Association individually and as agent for the unit owners, without naming them, and as agent for their mortgagees. Provision shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of unit owners, should such mortgagees submit a written request for such endorsements or memoranda.

8.2. Coverage.

8.2a. Replacement Value, Property Insurance. All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs and a reasonable policy deductible as determined by the Board, and all personal property included in the common elements shall be insured for its value, all as determined annually by the Board of Directors of the Association. The Association shall use its best efforts to obtain and maintain adequate property insurance to protect the Association, the Association's property, the common elements, and the condominium property that must be insured pursuant to the Condominium Act. Adequate property insurance must be based on the replacement cost of the property to be insured as determined by an independent insurance appraisal or update of a prior appraisal. The replacement cost must be determined at least once every 36 months. Policies may include deductibles as determined by the Board of Directors. Deductibles must be consistent with industry standards and prevailing practice for communities of similar size and age, and having similar construction and facilities in the locale of Naples, Florida. The deductibles may be based upon available funds, including reserve accounts, or predetermined assessment authority at the time the insurance is obtained. The Board shall establish the amount of deductibles based upon the level of available funds and predetermined assessment authority at a meeting of the Board held in accordance with the Condominium Act.

8.2b. Exclusion. The coverage must exclude all personal property within the unit or limited common elements, and floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the unit and serve only such unit. Such property and any insurance thereupon is the responsibility of the unit owner.

8.2c. Risks. The insurance shall afford protection against loss or damages for the following risks:

- (1). Fire and other hazards covered by a standard extended coverage Endorsement.
- (2). Such other insurable risks as shall be customarily covered with respect to

buildings similar in construction, location and use of the buildings on the lands, including but not limited to vandalism and malicious mischief.

- (3). Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, with cross liability endorsement to cover liabilities of the townhouse owners as a group to a townhouse owner.
- (4). Dereliction of all persons who control or disburse funds of the Association. The fidelity bond or insurance must cover the maximum funds that will be in the custody of the association at any one time. As used herein, the term "persons who control or disburse funds of the association" shall have the meaning set forth in Section 718.111(11) of the Condominium Act as the same may be amended from time to time.
- (5). Workmen's compensation as required by law.
- (6). Such other insurable risk as the Board of Directors of the Association shall determine from time to time to be desirable.

**8.3. Premiums.** Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

**8.4. Proceeds.** All proceeds from insurance policies purchased by the Association shall be payable to the Association and shall be used by the Association as set forth in Section 718.111(11) of the Condominium Act

**8.5. Reconstruction, Repair or Replacement.** Any portion of the condominium property that must be insured by the Association against property loss which is damaged by an insurable event shall be reconstructed, repaired or replaced as necessary by the Association as a common expense, to the extent required by the Condominium Act.

**8.6. Insufficiency or Excess of Proceeds.** If the proceeds of insurance are not sufficient to defray the costs of reconstruction or repair, assessments shall be made against all the unit owners in sufficient amounts to provide funds for the payment of such costs, including deductibles. If the proceeds of insurance exceed the costs of reconstruction or repair, the excess shall be considered common surplus.

**8.7. Unused Proceeds on Termination.** If there are any insurance proceeds that have not been used for reconstruction or repair at the time the condominium form of ownership is terminated, the plan of termination shall allocate the distribution of such proceeds, in accordance with Section 718.117(10)(d) of the Condominium Act.

**9. Use Restrictions.** The use of the condominium property shall be in accordance with the following provisions.

9.1. Units. Each of the units shall be occupied by a single family, its servants and guests, as a residence and for no other purpose. No unit may be divided or subdivided into a smaller unit. As used herein or elsewhere in the condominium documents, "single family" shall mean one person or not more than two unrelated (by blood, marriage, legal custody or adoption) persons living and cooking together as a single housekeeping unit, along with their children, if any.

9.2. Common Elements. The common elements shall be used only for the purposes for which they are intended.

9.3. Nuisances. No nuisance shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. No unit owner shall permit any use of the unit or make any use of the common elements that will increase the cost of insurance upon the condominium property.

9.4. Lawful Use. No unlawful activities shall be conducted on the condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

9.5 Leasing. After approval by the Association elsewhere required, an entire unit may be rented provided the occupancy is only by the lessee and the lessee's family, servants and guests. No rooms may be rented and no transient tenants may be accommodated. No lease shall be for a period of less than 30 days and units may not be leased more than four times per year. For purposes of this restriction, the first day of occupancy under the lease shall conclusively determine in which year the lease occurs. All lessees shall be subject to such other restrictions and procedures as contained in this Declaration.

9.6. Minors. Minors shall be closely supervised and care shall be taken to insure that they do not become nuisances to other residents. Minors shall be subject to such regulations as may be established from time to time by the Association.

9.7. Signs. No signs, advertisements or notices of any type shall be erected upon the common elements by a unit owner.

9.8. Regulations. Reasonable regulations concerning the use and occupancy of the units and common elements may be made and amended from time to time by the Association in the same manner as for amending this Declaration. The current regulations of the Association are attached hereto as Exhibit "C". Copies of such regulations and amendments shall be furnished by the Association to all unit owners upon publication and to residents of the condominium upon request.

10. Transfer of Ownership of Units. In order to maintain a community of congenial, financially responsible residents with the objectives of protecting the value of the units, inhibiting transiency, and

facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership of a unit by an owner shall be subject to the following provisions:

**10.1 Forms of Ownership:**

**10.1a. A natural person.** A unit may be owned by one natural person who shall not have the right to occupy or use the unit before being approved by the Board of Directors.

**10.1b. Co-ownership.** A unit may be owned by multiple natural persons, as tenants in common, or with right of survivorship, none of whom shall have the right to occupy or use the unit before being approved by the Board of Directors. If the co-owners desire, they may submit a voting certificate designating one of the record title owners to vote on behalf of the unit.

**10.1c. Corporation, Partnership, Trust or Other Entity.** A unit may be owned in trust or by a corporation, partnership or other entity which is not a natural person, none of which shall have the right to use or occupy the unit before being approved by the Board of Directors. The Board shall condition its approval upon the submission of a voting certificate designating the trustee, trustor, corporate officer, partner or other representative to vote on behalf of the unit. The use of the unit by other persons shall be as if the designee in the voting certificate were the only actual owner. The intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the unit may be used as short-term transient accommodations for several individuals or families.

**10.1d. Life estate.** A unit may be subject to a life estate, the life tenant of which shall not have the right to occupy or use the unit before being approved by the Board of Directors. The occupancy of the life tenant shall be as if the life tenant were the only tenant. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy right unless separately approved by the Board. The life tenant shall be liable for all assessments and charges against the unit. Any vote, consent or approval required by the condominium documents or law may be given by the life tenant alone, and the vote, consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights.

**10.2. Transfers:**

**10.2a. Sale or Gift.** No unit owner may dispose of a unit or any interest therein by sale or gift (including agreement for deed) without prior written approval by the Board of Directors. The approval shall not be denied to any transferee who is the spouse of the owner or related by blood or adoption to the owner within the second degree.

**10.2b. Devise or inheritance.** If any unit owner acquires his title by devise or inheritance, his right to occupy or use the unit shall be subject to the approval of the Board of Directors. The approval shall not be denied to any devisee or heir who was the prior owner's spouse at the time of death, or was related to the prior owner by blood or adoption within the second degree.

10.2c. Other Transfers. If any person acquires title in any manner not considered in the foregoing subsections, that person shall have no right to occupy or use the unit before being approved by the Board of Directors.

10.2d. To facilitate transfers proposed during times when many of the members are not in residence, the Board of Directors may delegate its approval powers by resolution to an ad hoc committee, which shall consist of at least three members or to a managing agent, who shall be a properly licensed community association manager. The chairman of the committee or managing agent shall be empowered to execute certificates of Approval on behalf of the Association.

**10.3 Procedures.**

**10.3a. Notice to Association.**

(1). Sale, Gift or Lease. An owner intending to make a sale, gift, lease or other transfer of any interest in the owner's unit shall give to the Board of Directors or its designee written notice of such intention along with the required transfer fee, at least twenty (20) days prior to the intended closing date, together with the name and address of the proposed purchaser, donee, lessee or other transferee and an executed copy of the contract, if any, and such other information as the Board may reasonably require. The notice will be in the form as may be adopted by the Board from time to time, and the Board may request additional information as may be appropriate under the circumstances. The Board may require the personal appearance of any purchaser, donee, lessee or other transferee and spouse, if any, and all proposed occupants of a unit as a condition for approval.

(2) Devise, Inheritance or Other Transfers. The transferee must notify the Board of Directors of his ownership and submit a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy right unless approved by the Board, but may sell or lease the unit following the procedures in this Declaration.

(3) Failure to Give Notice. If no notice is given, the Board at its election may approve or disapprove the transfer without prior notice. If it disapproves, the Association shall proceed as if it received notice on the date of such disapproval; however, the proposed transferee may provide the Board with the required notice and request reconsideration.

10.3b. Approval. Within twenty (20) days of receipt of the required notice and all information or appearances requested, the Board shall approve or disapprove the transfer. If a transfer is approved, the approval shall be stated in a Certificate of Approval, in the form adopted by the Board. If the Board neither approves nor disapproves within the twenty (20) day limit as set forth above, such failure to act shall be deemed the equivalent of approval and on demand the Board shall issue a Certificate of Approval to the transferee.

10.3c. Disapproval. Approval of the Association shall be withheld only if a majority of the whole Board so votes. The Board shall consider the following factors and may confer freely with

counsel in reaching its decision. Only the following may be deemed to constitute good cause for disapproval:

- (1) The person seeking approval has been convicted of a felony involving violence to persons or property, or a felon demonstrating dishonesty or moral turpitude;
- (2) The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures or bad debts;
- (3) The application for approval on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the condominium;
- (4) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other social organizations and associations, or by his conduct in this condominium as a tenant, unit owner or occupant of a unit;
- (5) The person seeking approval failed to provide the information, fee or appearance required to process the application in a timely manner;
- (6) The unit owner requesting the transfer has incurred fees which are unpaid.
- (7) All assessments and other charges against the unit have not been paid in full.

10.3d. Optional Right of First Refusal. If the Board disapproves a prospective purchaser, the Association shall have an optional right of first refusal to purchase the unit on the same terms and conditions as the offer of the disapproved purchaser or to provide an alternate purchaser. This right shall expire sixty (60) days after notice of disapproval is given. The closing shall take place within sixty (60) days of the Board's written notice to the owner of its intent to exercise the right to purchase. Should a transfer be rejected for good cause as discussed above, the Association's right of first refusal or to provide an alternate purchaser shall be optional. If good cause is not shown, the Association shall have a duty to exercise its right of first refusal or provide an alternate purchaser.

If an application for transfer raises a question, in the Board's judgment, as to whether the stated transfer price is bona fide, the price to be offered shall be determined by taking the average fair market value established by two qualified real estate appraisers familiar with current condominium prices in Lee and Collier Counties, one appraiser to be selected by the selling owner and the other selected by the Board. The cost of the appraisals shall be shared equally by the owner and the Association. Closing and transfer of the unit shall be within thirty (30) days from the submission of the agreement to purchase by fee not to exceed \$100 per applicant other than husband/ wife or parent/dependent child, which are considered one applicant. However if the lease or sublease is a renewal of a lease or sublease, no charge shall be made. The Board may require a prospective lessee to place a security deposit, in an

amount not to exceed the equivalent of 1 month's rent into an escrow account maintained by the Association to protect against damages to the common elements.

11. Leasing and Loaning of Units: Guests – Leasing and loaning shall be subject to the following provisions:

11.1. Only entire units may be rented. There shall be no subdivision or subletting of units. Units may only be occupied by tenants as a single family residence as defined elsewhere in this Declaration.

11.2. All leases shall be for a minimum period of thirty days, units may not be leased more than four times per year. For purposes of this restriction, the first day of occupancy under the lease shall conclusively determine in which year the lease occurs.

11.3. The Board of Directors shall have the authority to approve all leases and renewals ~~thereof~~, which authority may be delegated to a committee or managing agent. The board shall have the authority to promulgate or use a uniform lease application and require such other information from the proposed tenant as is appropriate under the circumstances. The Board shall have the right to delegate the screening of proposed tenants to a committee, a managing agent, or a commercial tenant screening concern.

11.4. If a tenant fails to abide by the applicable condominium documents and rules and regulations, the unit owners shall be responsible for the conduct of the tenant. The unit owner shall have the duty to bring his tenants' conduct into compliance with the documentary regulations by whatever action is necessary, including without limitation the institution of eviction proceedings. If the unit owner fails to bring the conduct of the tenant into compliance, the Association shall have the authority to act as agent of the owner to undertake whatever action is necessary to abate the tenants' noncompliance including without limitations the right to institute an action for eviction against the tenant in the name of the Association. The Association shall have the right to recover any costs or fees, including attorney fees, incurred in connection with such actions from the unit owner in the same manner as common expense charges.

11.5. Upon receipt of a transfer approval form, the Association shall have the duty to approve or disapprove all proposed leases within thirty (30) days of receipt of the request for approval. All requests for approval not acted upon within thirty days (30) days shall be deemed approved. Applications for renewals of lease agreements shall be submitted at least thirty (30) in advance of the expiration of the lease agreement. If the Association disapproves a proposed tenant, the unit owner shall receive a short statement indicating the reason for the disapproval, and the lease shall not be made or renewed.

11.6 The Association shall have the authority to publish a summary of the relevant documentary regulations governing the use of units and common elements and can use same in connection with notifying prospective tenants of applicable regulations.

11.7. A guest in a unit shall be defined as a person not a part of an owner's or tenant's family who occupies the unit on an overnight basis. Any guest who spends more than thirty nights in a unit

during any calendar years shall be required to obtain the approval of the Association to occupy the unit in the same manner as a tenant.

12. Compliance and Default. Each unit owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and Bylaws and the Regulations adopted pursuant to those documents, and all of such as they may be amended from time to time. Failure of a unit owner to comply with such documents and regulations shall entitle the Association or other unit owners to the following relief in addition to the remedies provided by the Condominium Act:

12.1 Negligence. A unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his or her negligence or by that of any member of his or her family guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A unit owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a unit or its appurtenances, or of the common elements, by the unit owner.

12.2. Costs and Attorney fees. In any proceeding arising because of an alleged failure of a unit owner or the Association to comply with the terms of the Declaration of Condominium, Articles of Incorporation of the Association, the Bylaws or the Regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court.

13. Amendments. This Declaration of Condominium and the Bylaws of NAPLES BAY CLUB, INC., may be amended in the following manner:

13.1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of unit owners at which a proposed amendment is considered.

13.2. Adoption. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by any three members of the Association. No amendment shall be made that is in conflict with the Condominium Act. No amendment shall change the configuration or size of any unit in any material fashion or materially alter or modify the appurtenances to the unit or change the proportion or percentage by which the unit owner shares the common expenses and owns the common surplus, unless the record owner of the unit and all record owners of liens on the unit and all the record owners of all other units in the condominium shall join in the execution of the amendment. No amendment shall make any changes to the qualification for membership nor the voting rights of members unless all of the unit owners approve the amendment. Approval of amendments which do not do any of the above shall be evidenced by the written agreement of 75% of all voting interests (18 units) which may be executed in counterparts, or by 75% of the voting interests, present (in person or by proxy) and voting at a regular or special meeting of the Association at which said amendments are considered.

13.3. Execution and Recording. A copy of each amendment shall be attached to a Certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.

14. Termination. The condominium shall be terminated in the manner provided by the Condominium Act.

14.1. Provided, however, any termination pursuant to Sec. 718.117(2)(a) may be terminated by a plan of termination approved by a majority of the voting interests.

14.2. Provided further, however, the allocation of proceeds of sale of condominium property among the unit owners pursuant to Sec. 718.117(12) shall be determined by the following method:

14.2a. Thirty percent of the proceeds shall be apportioned among the respective unit owners in proportion to their interests in the common elements as specified in this Declaration, that is one twenty-fourth thereof for each unit.

14.2b. Seventy percent of the proceeds shall be apportioned among the respective unit owners in proportion to the most recent market values of the units before the termination, as provided in the records of the Collier County property appraiser.

14.2c. The total allocated to each respective unit shall be the sum of a. and b. for that unit.

15. Boat Docks. Floating boat docks with individual docking spaces are condominium property, the approximate location of which is shown on the attached Exhibit "D". The Board of Directors shall assign one docking space to each unit of the condominium, upon application of the unit owner and upon the owner's compliance with all of the rules and regulations adopted for the use of boat docks and docking spaces. The owner of the unit to which any docking space is assigned shall have the exclusive right to use that docking space, without charge by the Association, but shall have no right to use any other docking space; however, the Board may allow temporary use of an unassigned docking space to a unit owner, upon application, for use of a second boat; the Board may charge a rental fee for the use of a second docking space. The Board may change a unit's assignment from time to time. The Board has the obligation to fairly and uniformly make docking space assignments and reassignments. The Board may terminate an assignment upon the owner's noncompliance with the rules and regulations pertinent to boat docks and docking spaces or upon the nonuse of a docking space for more than 12 months or upon the transfer of the unit to which the assignment has been made; upon termination of an assignment, the Board may remove any boat or other property, after notice to the owner.

The Board shall not assign a docking space to any person or entity other than the owner of a unit.

A docking space shall not be appurtenant to the unit to which it is assigned and a docking space shall not pass with the title to that unit upon a sale or transfer. An owner may not rent a dock space separately from the rental of the unit to which the dock space is assigned.

Maintenance of the boat docks shall be the responsibility of the Association.

The Board shall have the authority to make rules and regulations for the use of the boat docks and docking spaces.

16. Parking/ Carports. Each unit has been assigned a parking space as set forth in Exhibits E1 and E2 to this Declaration of Condominium. All spaces assigned to units shall be limited common elements and shall pass with title to the unit to which the space is assigned. All other parking spaces shall be deemed common elements and shall be subject to such parking regulations as the Board of Directors may reasonably promulgate. The cost of maintaining, insuring, and repairing the carports shall be borne by the Association as a common expense.

17. Submerged Lands Lease. The Condominium Association is the lessee under Sovereignty Submerged Lands Lease number 110004655 with the Board of Trustees of the Internal Improvement Fund of the State of Florida, dated April 1, 1991 and recorded on September 23, 1992 in Official Record Book 1754 Page 1846, Public Records of Collier County, Florida, and renewed pursuant to a Renewal of Sovereignty Submerged Lands Lease recorded on September 4, 1996 at OR Book 2224, Page 1858, Public Records of Collier County, Florida, and renewed pursuant to a Renewal of Sovereignty Submerged Lands Lease recorded in OR Book 3305, Page 3220, Public Records of Collier County, Florida, and renewed and modified pursuant to a Renewal and Modification recorded in OR Book 4579, Page 1308, Public Records of Collier County, Florida, and renewed pursuant to a Renewal of Sovereignty Submerged Lands Lease recorded in OR Book 4958, Page 154, Public Records of Collier County, Florida. This Lease covers the submerged lands to the west of the condominium property, where the boat slips are located.

850-617-6381

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I certify the attached is a true and correct copy of the Amended and Restated Articles of Incorporation, filed on February 28, 2018, for NAPLES BAY CLUB, INC., a Florida corporation as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H18000067357. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is 730094.

Authentication Code: 518A00004171-030118-730094

-1/1

COLlier COUNTY  
CLERK OF THE CIRCUIT COURT  
COPY  
EXHIBIT "A"

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the First day of March, 2018



*Ken Detzner*  
Ken Detzner  
Secretary of State

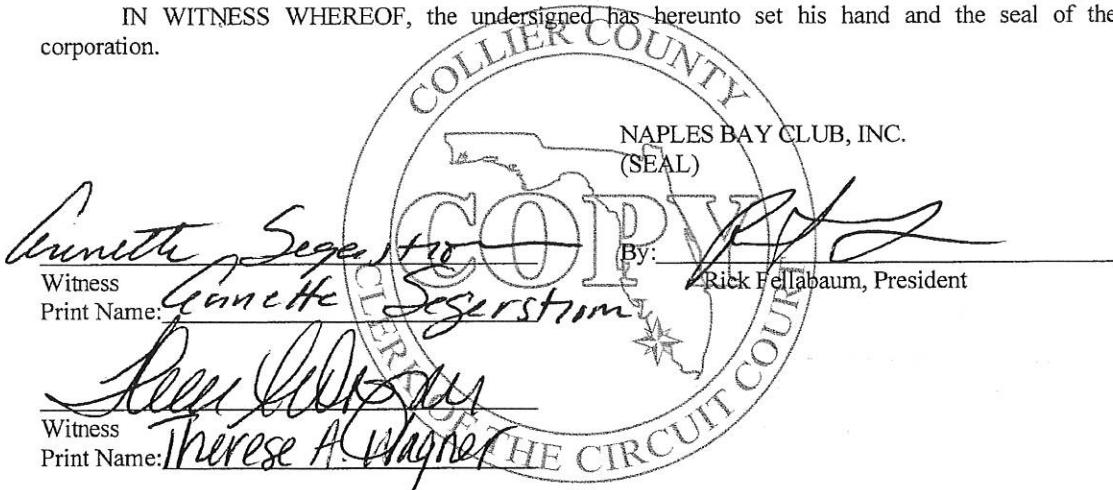
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CERTIFICATE

THE UNDERSIGNED, being the duly elected and acting President of Naples Bay Club, Inc., a Florida corporation not for profit ("Association"), does hereby certify that:

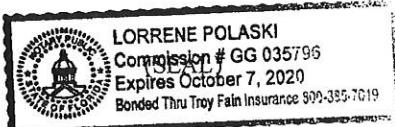
1. The Amended and Restated Articles of Incorporation attached hereto as Exhibit "A" contain amendments to the Articles of Incorporation requiring approval from the Association's members.
2. The Association's members approved the Amended and Restated Articles of Incorporation at the duly called and noticed Annual Members' Meeting held on February 2, 2018, at which a quorum was present.
3. The number of votes cast by the Association's members at the Annual Members' Meeting was sufficient for approval.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and the seal of the corporation.



STATE OF FLORIDA )  
COUNTY OF COLLIER )

The foregoing instrument was acknowledged before me this 20 day of February, 2018, by Rick Fellabaum, as President of Naples Bay Club, Inc., the corporation described in the foregoing instrument, who is  personally known to me or who has produced \_\_\_\_\_ as identification.



*Lorrene Polaski*  
Notary Public, State of Florida  
Lorrene Polaski  
Printed Name of Notary Public  
Serial Number: 66 035 796  
My Commission Expires: 10-07-2020

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# EXHIBIT "A"

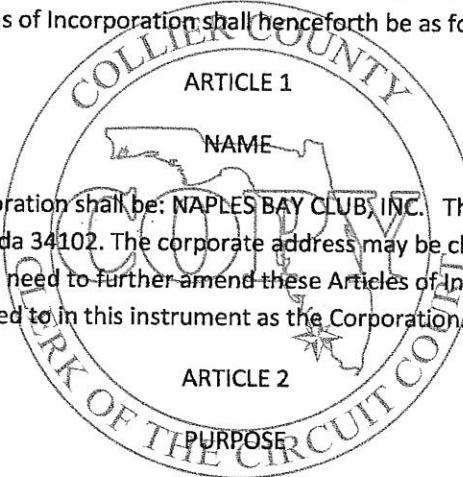
AMENDED AND RESTATED

ARTICLES OF INCORPORATION

OF

NAPLES BAY CLUB, INC.

Pursuant to Chapter 617, Florida Statutes, the Articles of Incorporation for Naples Bay Club, Inc., a Florida Corporation not for profit, are hereby amended and restated in their entirety. All amendments included herein have been adopted pursuant to Chapter 617, Florida Statutes, and there is no discrepancy between the Association's Articles of Incorporation as heretofore amended and the provisions of these Amended and Restated Articles, other than the inclusion of amendments adopted pursuant to Chapter 617, Florida Statutes and the omission of matters of historical interest. The Amended and Restated Articles of Incorporation shall henceforth be as follows:



The name of the corporation shall be: NAPLES BAY CLUB, INC. The corporate address is 800 River Point Drive, Naples, Florida 34102. The corporate address may be changed from time to time by the Board of Directors without need to further amend these Articles of Incorporation. For convenience the corporation shall be referred to in this instrument as the Corporation.

2.1. The purpose for which the Corporation is organized is to provide an entity pursuant to the Florida Condominium Act, as the same is amended from time to time, for the operation of:

NAPLES BAY CLUB  
A CONDOMINIUM

2.2. The Corporation shall make no distributions of income to its members, directors or officers.

ARTICLE 3

POWERS

The powers of the Corporation shall include and be governed by the following provisions:

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3.1. The Corporation shall have all of the common law powers and all of the statutory powers of a corporation not for profit as set forth in the Florida Not For Profit Corporation Act, except those powers limited by these Articles, the Declaration of Condominium or the Bylaws of the Association.

3.2. The Corporation shall have all of the statutory powers set forth in the Condominium Act except as limited by these Articles, the Declaration of Condominium or the Bylaws.

3.3. The Corporation shall not have the power to purchase a unit of the condominium except at sales in foreclosure of liens for unpaid assessments or except to take title by deed in lieu of foreclosure or except in connection with its exercise of a right of first refusal as provided in the Declaration of Condominium.

3.4. All funds and the titles of all properties acquired by the Corporation and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation and the Bylaws.

3.5. The corporation shall not have the power to delegate to a manager the powers and duties of the Corporation which are specifically required by the Condominium Act or the Declaration of Condominium to have the approval of the Board of Directors or the membership of the Corporation.

3.6. The corporation shall have the power to make and amend reasonable rules and regulations concerning the use and occupancy of the units and the common elements. Provided, however, such rules and regulations shall not become effective until they have been approved by the members of the Association in the same manner and percentages as required for amending the Declaration of Condominium. Until such approval, the Corporation has no power to enforce such rules and regulations.

3.7. The powers of the Corporation shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws.

#### ARTICLE 4

##### MEMBERS

4.1. The members of the Corporation shall consist of all of the record owners of units in the condominium; and after termination of the condominium shall consist of those who are members at the time of such termination and their successors and assigns.

4.2. Membership in the Corporation shall be established by recording in the Public Records of Collier County, Florida, a deed or other instrument establishing a record title to a unit in the condominium and the delivery to the Corporation of a copy of such instrument. The owner designated by such instrument thus becomes a member of the Corporation and the membership of the prior owner is terminated.

4.3. The share of a member in the funds and assets of the Corporation cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a unit.

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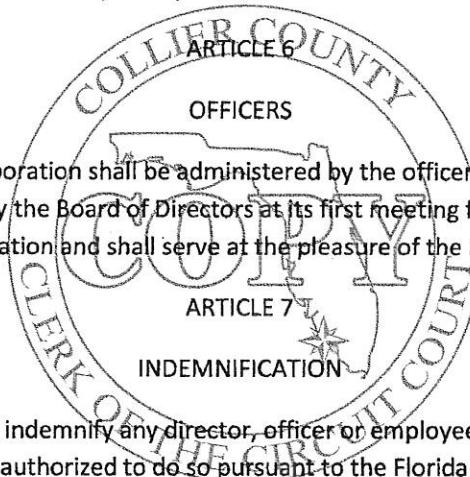
4.4. Each unit shall entitle its owner to one vote. The manner of exercising voting rights shall be determined by the Bylaws of the Corporation.

#### ARTICLE 5

##### DIRECTORS

5.1. The affairs of the Corporation will be managed by a board consisting of the number of directors determined by the Bylaws, but not less than three directors, and in the absence of such determination shall consist of five directors.

5.2. Directors of the Corporation shall be elected at the annual meeting of the members in the manner determined by the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the Bylaws.



The affairs of the Corporation shall be administered by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Corporation and shall serve at the pleasure of the Board of Directors.

#### ARTICLE 8

##### AMENDMENTS

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

8.1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

The Board of Directors or any three voting interests may propose amendments to the Articles of Incorporation. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium. An amendment shall be approved in either of the following ways: (1) Approval of an amendment may be evidenced by the written agreement of 75% of all voting interests (18 units) which may be executed in counterparts or (2) Approval of an amendment may be evidenced by the affirmative vote of 75% of all voting interests present (in person or by proxy) and voting at a

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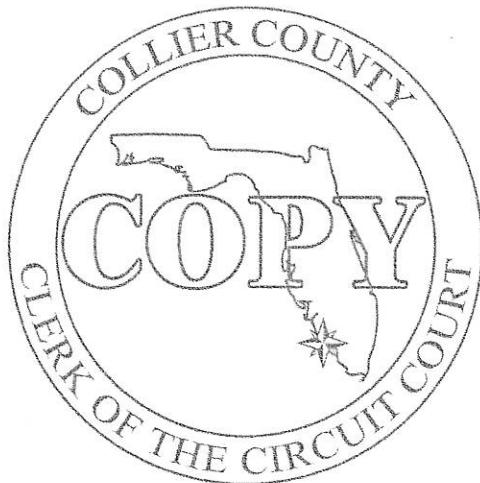
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regular or special meeting of the Corporation at which the amendment is considered; notice of the consideration of a proposed amendment at such meeting, together with a copy of the proposed amendment, shall be given to each unit owner within the same time and in same manner as notice would otherwise be given for an annual meeting.

ARTICLE 9

TERM

The term of the Corporation shall be perpetual.



# EXHIBIT "B"

NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE BYLAWS. FOR PRESENT TEXT SEE EXISTING BYLAWS.

## AMENDED AND RESTATED BYLAWS

OF

NAPLES BAY CLUB, INC.

### ARTICLE 1

#### GENERAL

1.1. Name. The name of the corporation shall be NAPLES BAY CLUB, INC.

1.2. Office. The principal office of the corporation shall be 800 River Point Drive, Naples, Florida 34102 and may be changed from time to time by the Board of Directors.

1.3. Fiscal Year. The fiscal year of the Association shall be the calendar year.

1.4 Seal. The seal of the corporation shall bear the name of the Corporation, the word "Florida," the words "Corporation Not For Profit" and the year of incorporation.

1.5. Fiduciary Relationship. The officers, directors and manager of the Association have a fiduciary relationship to the unit owners. An officer, director or manager may not solicit, offer to accept, or accept anything or service of value for which consideration has not been provided for his or her own benefit or that of his or her immediate family, from any person providing or proposing to provide goods or services to the Association. However, this section does not prohibit an officer, director or manager from accepting services or items received in connection with trade fairs or education programs. An Officer, Director or agent shall discharge his or her duties in good faith, with the care an ordinarily prudent person in a like position would exercise under similar circumstances, and in a manner he or she reasonably believes to be in the interests of the Association.

### ARTICLE 2

#### DIRECTORS

2.1. Eligibility. Directors shall be members of the Association; provided however, if a unit is owned by an entity, the person designated by the voting certificate for that unit shall also be eligible to serve as a Director.

2.2. Number and Term. The number of Directors which shall constitute the whole Board shall not be less than three (3) nor more than nine (9). Within these limits, the number of Directors shall be determined by the Association members at each annual meeting and in the absence of such

determination shall consist of five (5) Directors. The term of each Director shall expire at the end of the annual meeting following the director's election or appointment. Directors shall be elected by a plurality vote.

**2.3 Vacancy and Replacement.** If the office of any Director becomes vacant, for any reason other than as a result of a recall or removal, the successor to such office for the unexpired term shall be a candidate not elected at the previous annual meeting of the Association, in order of preference based upon the number of votes cast in favor of the candidate at said previous annual meeting election; If there is no such candidate or such candidate fails to accept the office, then the successor shall be determined by the affirmative vote of the majority of the remaining directors, even if the remaining directors constitute less than a quorum, or there is only one director. If for any reason the entire Board is vacant, the members shall elect successors by written ballot in the same manner as provided generally for regular annual elections, except that the election need not take place on the date of the annual meeting; alternatively, a unit owner may seek the appointment of a receiver pursuant to Section 718.1124 of the Condominium Act.

**2.4. Removal.** Directors may be removed, with or without cause, by an affirmative vote of a majority of the voting interests, in the manner provided in the Condominium Act; if a vacancy occurs as a result of a recall or removal, the vacancy may be filled in the manner provided in the Condominium Act.

**2.5. Powers of Board of Directors.** The property and business of the corporation shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Articles of Incorporation or the Declaration to which these By-Laws are attached. The powers of the Board of Directors shall specifically include, but not be limited to, the following:

**2.5a. Assessments.** To make and collect assessments and establish the time for which payments of same are due.

**2.5b. Maintenance.** To use and expend the assessments collected to maintain, care for and preserve the units and condominium property except portions thereof which are required to be maintained, cared for and preserved by the unit owners.

**2.5c. Equipment.** To purchase the necessary equipment and tools required in the maintenance care and preservation referred to above.

**2.5d. Entrance.** To enter into and upon the units when necessary with as little inconvenience to the owner as possible in connection with such maintenance, care and preservation. When possible, entry into unoccupied units shall be by at least one Association member and one Management representative.

**2.5e. Insurance.** To insure and keep insured said condominium property in the manner set forth in the Declaration, loss from fire and/or other casualty, and the unit owners against public liability and to purchase such other insurance as the Board of Directors may deem advisable.

2.5f. Enforce. To collect delinquent assessments by suit or otherwise, abate nuisance and enjoin or seek damages from the unit owners for violation of these Bylaws and the terms and conditions of the Declaration.

2.5g. Personnel. To employ such personnel as may be required for the maintenance and preservation of the property.

2.5h. Committees. To appoint executive and other committees which shall have such power and authority as the Board may authorize.

2.5i. Board Policies and Rules and Regulations. Board policies and Rules and Regulations shall not be in conflict with the Condominium Act or the governing documents. A written copy of all Board Policies and all Rules and Regulations shall be provided to each member upon request.

(1) The Board of Directors is authorized to make and amend policy statements for the Board's administrative procedures, without approval of the membership.

(2) The Board of Directors is authorized to make and amend reasonable Rules and Regulations as authorized by the Association's governing documents as follows, without approval of the membership:

Exterior appearance of buildings. Declaration 5.2c and 5.4

Specifications for Hurricane Protection. Declaration 5.4a

Installation of satellite dishes. Declaration 5.4b

Use of boat docks and docking spaces. Declaration 16 and Rules and Regs. 6.1

Parking regulation for unassigned parking spaces. Declaration 17

Location for posting meeting notices. Bylaws 2.7

Plantings in private gardens. Rules and Regs.8

Pet regulations. Rules and Regs.7

(3) The Board of Directors is authorized to make and amend reasonable Rules and Regulations for the use and occupancy of the units and common elements; provided however, that such Rules and Regulations shall not become effective until approved by the members of the Association in the same manner and percentages as required for amending the Declaration of Condominium.

2.6. Compensation. Neither Directors nor Officers shall receive compensation for their services as such.

2.7 Location of Posting Meeting Notices. Upon notice to the unit owners, the Board shall, by duly adopted rule, designate a specific location on the condominium property where all notices of board

meetings and all notices of unit owner meetings shall be posted; in the absence of such a duly adopted rule, the glass case attached to the north side of the Pool House is designated as the specific location where all notices of board meetings and all notices of unit owner meetings shall be posted.

**2.8. Meeting of the Board.**

**2.8a. Annual Meeting.** The annual meeting of each Board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected without need for further notice, provided a quorum shall then be present, or as soon thereafter as may be practical. The annual meeting of the Board of Directors shall be held at the same place as the general members meeting.

**2.8b. Special Meetings.** Special meetings shall be held whenever called by the President the Secretary or a majority of the Board. The Secretary or other designee of the Association shall give notice of the date, time and place of each special meeting to the Directors, either personally, by mail or by electronic transmission, at least three (3) days before the meeting. Directors may waive notice either before or after said meeting.

**2.8c. Notice to Unit Owners.** In addition, notice of the date, time and place of special meetings, together with a copy of the agenda, shall be posted conspicuously 48 continuous hours in advance on the property of the condominium. Provided, however, written notice of any meeting at which special assessments, a proposed annual budget or an amendment to a governing document will be considered must be mailed or delivered to each unit owner or electronically transmitted to unit owners who consent to receive notice by electronic transmission at least 14 days before the meeting and must be posted conspicuously on the condominium property at least 14 days before the meeting. Such written notice must include the date, time and place of the meeting, a copy of the agenda, and such other information and documentation as is required by the Condominium Act.

**2.8d. Notice of Committee Meetings.** Meetings of a committee which advises the Board of Directors on the proposed annual budget, or a committee which has authority to take final action on behalf of the Board of Directors, shall be open to attendance by any unit owner, and notice of such committee meetings shall be posted in the same manner as required with respect to Board of Directors meetings. All other committees shall not be subject to the requirements applicable to Board of Directors meetings, but may voluntarily post notices of their meetings and open such meetings to attendance by the unit owners.

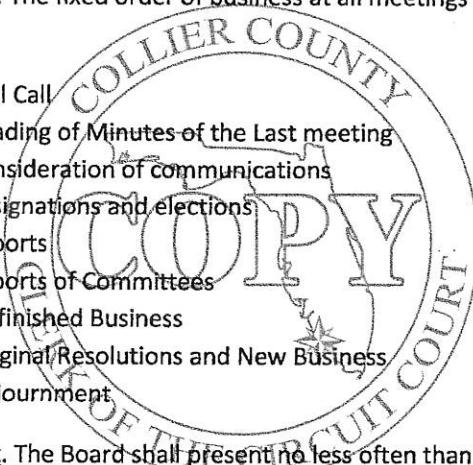
**2.8e. Open Meetings.** All meetings of the Board of Directors are open to all unit owners, except for meetings of the Board of Directors or a committee (or any portion of such meeting, as applicable) with the Association's attorney with respect to proposed or pending litigation (if the meeting is held for the purpose of seeking or rendering legal advice), and meetings held for the purpose of discussing personnel matters. The right to attend open meetings includes the right to speak at such meetings with reference to all designated agenda items and to tape record or videotape the meeting.

2.8f. Emergency Meeting Notice. In response to damage caused by an event for which a state of emergency is declared in the locale in which the condominium is located, the Association may exercise its emergency power to conduct meetings of the Board of Directors with notice given as is practicable, in accordance with the Condominium Act.

2.8g. Quorum. A majority of the Board shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board, except when an extraordinary vote is required by the Condominium Act or by the Association documents.

2.9 E-Mail Communication. Members of the Board may use E-mail as a means of communication but may not cast a vote on an Association matter via e-mail.

2.10 Order of Business. The fixed order of business at all meetings of the Board shall be as follows:



- (1) Roll Call
- (2) Reading of Minutes of the Last meeting
- (3) Consideration of communications
- (4) Resignations and elections
- (5) Reports
- (6) Reports of Committees
- (7) Unfinished Business
- (8) Original Resolutions and New Business
- (9) Adjournment

2.11 Annual Statement. The Board shall present no less often than at the annual meeting a full and clear statement of the business and condition of the corporation.

### ARTICLE 3

#### OFFICERS

3.1 Executive Officers. The executive officers of the corporation shall be a President, Vice-President, Treasurer and Secretary, all of whom shall be elected annually by said Board. Any two of said officers may be united in one person except that the President shall not hold any other office. If the Board so determines, there may be more than one Vice-President. Executive officers shall be members of the Association; provided however, if a unit is owned by an entity, the person designated by the voting certificate for that unit is eligible to serve as an executive officer.

3.2. Subordinate Officers. The Board of Directors may appoint such other officers and agents as they may deem necessary, who shall hold office during the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by said Board. For the purpose of posting and transmitting notice of meetings of the Board or membership, the President or

Vice-President shall have the authority to appoint a Special Assistant Secretary in the absence of the Secretary or Assistant Secretary. Subordinate officers need not be members of the Association.

3.3. Tenure of Officers; Removal. All officers and agents shall be subject to removal, with or without cause at any time by action of the Board of Directors. The Board may delegate powers of removal of subordinate officers and agents to any officer.

3.4. President:

3.4a. Duties of President. The President shall preside at all meetings of the members and directors except that he may relinquish the chair during any portion of a meeting to another officer, legal counsel, or such person as the President deems advisable; he shall have general and active management of the business of the corporation; he shall see that all orders and resolutions of the Board are carried into effect; he shall execute bonds, mortgages, and other contracts requiring the seal, under the seal of the corporation; the seal when affixed may be attested by the Secretary;

3.4b. Superintendence over Other Officers. He shall have general superintendence and direction of all the other officers of the corporation and shall see that their duties are performed properly;

3.4c. Fiscal Report. He shall cause the Treasurer or designee to submit an annual fiscal report of the operations of the corporation and such periodic reports as may be, from time to time, called for by the Directors. The annual fiscal report shall likewise be submitted to the members at the annual meeting. He shall also from time to time report to the Board all matters within his knowledge which he feels should be brought to the attention of the Directors.

3.4d. Ex-Officio. He shall be an ex-officio member of all of the committees and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

3.5. Vice-President. The Vice-President shall be vested with all powers and required to perform all the duties of the President in his absence, and such other duties as may be prescribed by the Board of Directors. The President is absent when he declares himself absent or when he is not physically present and not available by telephone or electronic transmission.

3.6. Secretary.

36.a. Minutes. The Secretary shall keep the minutes of the meetings of the members and of the Board of Directors.

36.b. Notices. He shall see that all notices are duly given in accordance with the provisions of these Bylaws and as required by law.

36.c. Custodian. He shall be custodian of the corporate records, except fiscal accounting records, of the seal of the Corporation and he shall see that the seal of the corporation is

affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these Bylaws.

3.6.d. Owner Register. He shall keep the register of the post office addresses of each unit owner which shall be furnished to the Secretary by each unit owner;

3.6.e. In general he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

3.7. Treasurer.

3.7a. Deposit of Funds. The Treasurer shall keep all fiscal records and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors.

3.7b. Dispersal of Funds. He shall disburse the funds of the corporation as ordered by the Board, get proper vouchers for such disbursements, shall render to the President and the Directors at the regular meeting of the Board or whenever they may require an account of all his transactions as Treasurer and of the financial condition of the corporation.

3.7c. Bonding. He may be required to give the corporation a bond in the sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office and the restoration to the corporation, in the case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the corporation.

3.8 Vacancies; Successor may be Chosen. If the office of President, Vice-President, Secretary or Treasurer becomes vacant, the Board of Directors may choose a successor who shall hold the office for the unexpired term.

3.9. Resignations. Any Director or any Officer may resign his office at any time, such resignation to be made in writing, and to take effect from the time of its receipt by the corporation, unless some time be fixed in the resignation, and then from that date.

ARTICLE 4

MEMBERSHIP

4. Membership in the corporation shall be limited to owners of a condominium unit in Naples Bay Club, Inc.

4.1. Transfer of Membership and Ownership. Membership in the corporation may be transferred only as an incident to the transfer of a condominium unit, and such transfers shall be subject to the procedures set forth in the Declaration of Condominium.

ARTICLE 5.

MEETINGS OF THE MEMBERSHIP

5.1. Annual Meeting. The annual members' meeting shall be held on such date and at such place and time as determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and not later than thirteen (13) months after the last preceding annual meeting. All meetings of the members shall be held in Collier County, Florida. The purpose of the annual meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof.

5.2. Special Meetings. Special members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

5.3. Notice of Meeting—Waiver of Notice. Written notice of a meeting of members, stating the time and place and the purposes for which the meeting is called, including an agenda, shall be given by the President or Secretary or their designees. A copy of the notice shall be posted at a conspicuous place on the condominium property, to the extent required by the Condominium Act. Notice of unit owner meetings, except unit owner meetings called to recall board members, may be given by electronic transmission to all unit owners who consent, in writing, to receive notice by electronic transmission; notice to all other unit owners shall be sent by mail addressed to the unit owner at the address which appears on the roster of members or shall be personally delivered to the unit owner. Unit owners may waive notice of specific meetings, in writing. The posting and mailing and delivery of the notice shall each be made at least 14 continuous days prior to the date of the meeting. Proof of the notice shall be by affidavit of the person giving it, or by such other means as required by law.

5.4. Quorum. The percentage of voting interests required to constitute a quorum at a meeting of the members is a majority of the voting interests. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the members except when approval by a greater number of members is required by Declaration of Condominium, the Articles of Incorporation, or the By-Laws.

5.5. Voting. Each unit shall entitle its owner to one vote on any matter properly before the membership for decision; provided however, no vote shall be exercised or counted for any unit which is owned by the Association. If a unit is owned by one person, his right to vote shall be established by the record title to his unit. If a unit is owned by more than one person, the vote may be exercised by the designee in the voting certificate; if there is no voting certificate for that unit, any of the several owners may vote on behalf of the unit; if two or more owners appear at a meeting and disagree as to how a

vote will be cast, there will be no vote cast for that unit as to the issue in question. If a unit is owned by a corporation, partnership, trust or other entity, the person entitled to cast a vote for the unit shall be designated by a voting certificate executed by the entity and filed with the Secretary of the Association. Such certificate shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the unit concerned.

5.6. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote for the unit (as above described) and filed with the Secretary at or before the appointed time of the meeting, or before the time to which the meeting is adjourned.

5.7. Absence of a Quorum. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. Alternatively, the business of a meeting may be conducted by the members present without a quorum, and shall become effective upon such additional members who were not present signing the minutes of the meeting below a statement that they concur in all actions taken at the meeting.

5.8. Order of Business. The order of business at annual meetings of the members and, as far as practical or appropriate, at other meetings of the members, shall be:

- a. Call to order by President.
- b. Certifying of proxies and registration of attendance (or if there is no registration, calling the roll).
- c. Proof of Notice of meeting, or waiver of notice.
- d. Ballots not yet cast for new board members shall be collected.
- e. Announcement of names of new board members or that one or more board positions remain unfilled, as appropriate (when balloting is not necessary).
- f. Appointment by the Board of an impartial committee.
- g. Determination of number of Directors to be elected.
- h. Election of Directors. The business of the meeting may continue during this process.
- i. Announcement of result of election of new Directors. This may occur whenever the election is complete.

- j. Reading and disposal of any unapproved minutes.
- k. Reports of committees and Directors.
- l. Unfinished business.
- m. New business (with the items to be voted on specifically listed in the agenda and proxy).
- n. Adjournment.

Failure to adhere to the order of business shall not, however, affect the validity of any meeting or any business conducted.

**5.9. Minutes.** Minutes of all meetings of the membership shall be kept by the Secretary or designee and open to inspection by all owners. Minutes of the previous meeting shall be approved at the subsequent meeting of the Association, unless waived, and shall be so signified by the President and Secretary affixing their signature thereto.

The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

**6.1. Assessment Roll.** The assessment roll shall be maintained in a set of accounting books or files in which there shall be an account for each unit. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which the assessments come due, the amounts paid upon the account, and the balance due upon assessments.

**6.2. Budget.** The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the Association. The budget shall include estimated common expenses; less the unneeded fund balances on hand, if any. Copies of the budget and proposed assessments shall be transmitted to each unit owner at least fourteen (14) days prior to the meeting at which the budget will be considered together with notice of that meeting. Such notice shall include the time and place at which the meeting of the Board of Directors to consider the budget shall be held, and such meeting shall be open to unit owners. If the budget is substantially amended before the assessments are made, a copy of the amended budget shall be furnished. The budget shall contain reserves pursuant to the Condominium Act, unless waived or reduced as provided therein. The budget shall contain all of the unpaid operating expenses previously incurred. Assessments to fund the annual budget shall be paid by the unit owners in quarterly installments, on or before the first day of each quarter.

**6.3 Special Assessments.** Special assessments may be imposed by the Board of Directors when needed to meet unusual, unexpected, emergency, or non-recurring expenses, or for such other purposes as are authorized by the Declaration of Condominium and these By-Laws. Special assessments are due on the day specified in the resolution of the Board approving such assessments. The total of all special assessments made in any fiscal year shall not exceed fifteen percent (15%) of the total annual budget for that year, including the year's reserves, unless a majority of the voting interests first consent, either in writing or at a meeting of the membership. The notice of any special assessment must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s) or returned to the members as provided by law.

**6.4. Depository.** The depository of the Association in which the moneys for the Association shall be deposited, shall be such bank or banks, savings and loan association or other depositories as shall be designated from time to time by the Directors. Withdrawal of money from such accounts shall be only by checks or other appropriate instruments signed by such persons as are authorized by the Directors.

**6.5. Financial Reports.** The Association shall, not later than 120 days after the end of each fiscal year, prepare and provide to the owners of each unit in the condominium a financial statement based upon the association's total annual revenues for the prior fiscal year, all as set forth in the Condominium Act, s. 718.111(13). If approved by a majority of the voting interests present at a properly called meeting of the association, a report of cash receipts and expenditures for that year, in lieu of a compiled, reviewed, or audited financial statement, may be prepared, all as set forth in the Condominium Act, s. 718.111(13).

## ARTICLE 7

### PARLIAMENTARY RULE

7. To the extent practicable, Roberts Rules of Order (Latest Edition) shall govern the conduct of all meetings of the membership or Directors.

## ARTICLE 8

### AMENDMENT OF BYLAWS

The Bylaws of Naples Bay Club, Inc. may be amended in the following manner:

8.1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of unit owners at which a proposed amendment is considered.

8.2. Requirements for Approval. A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by any three members of the Association. No amendment shall be made that is in conflict with the Condominium Act. No amendment shall change the configuration or size of any unit in any material fashion or materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the unit owner shares the common expenses and owns the common surplus, unless the record owner of the unit and all record owners of liens on the unit join in the execution of the amendment and all the record owners of all other units in the same condominium approve the amendment. No amendment shall make any changes to the qualification for membership nor the voting rights of members unless all of the unit owners approve the amendment. Approval of amendments which do not do any of the above shall be evidenced by the written agreement of 75% of all voting interests (18 units) which may be executed in counterparts, or by 75% of the voting interests that are present (in person or by proxy) and voting at a regular or special meeting of the Association at which said amendments are considered.

8.3. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Collier County, Florida.

## ARTICLE 9

### MISCELLANEOUS

9.1. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

9.2. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provisions hereof.

## EXHIBIT " C "

NOTE: SUBSTANTIAL AMENDMENT OF ENTIRE AMENDED AND RESTATED RULES AND REGULATIONS.  
FOR PRESENT TEXT SEE EXISTING RULES AND REGULATIONS.

### NAPLES BAY CLUB

### AMENDED AND RESTATED RULES AND REGULATIONS

#### GENERAL-1

1.1. Association facilities are for the exclusive use of NBC members, their families, guests, and approved lessees. Members are responsible for their guests' and lessees' compliance with these rules and regulations and all of the condominium documents.

1.2. No signs, advertisements including "For Sale" or "For Rent" signs, or notices shall be erected or displayed upon the common elements or any portion of the unit which is visible from the exterior of the building, except that "Open House" showings shall be permitted and signage for same permitted provided it is not erected more than four (4) hours in advance of the actual open house showing and is removed upon the conclusion of the showing.

1.3. Common areas will be kept clean and sanitary, and no rubbish or garbage will be allowed to accumulate, nor any fire hazard or obstruction of passage allowed to exist. All potted plants, ornamental decorations, and other personal property of the unit owners shall be subject to the prior approval of the Board of Directors and may be removed by the Board if same is not approved or becomes unsightly or a nuisance.

1.4. Garbage food scraps should be disposed of through the kitchen-sink disposal. Trash and garbage placed in the dumpster must be in tied bags for sanitary purposes. Boxes and containers should be flattened to minimize dumpster overfill.

1.5. Garage sales on the condominium property are prohibited.

1.6. No commercial business or commercial enterprise shall be conducted within the condominium.

1.7. Loud noise that interferes with the rights, comfort and convenience of others is prohibited. "Quiet Hours" are from 10.00 PM to 7:00 AM.

1.8. Private gardens. Owners may cultivate flower gardens in that ground immediately adjacent to their units. Such gardens will be at the expense of the owner, and will be their responsibility to maintain at no cost to the Association. Should such private gardens not be maintained, the Association

will replace them with appropriate ground cover, shrubbery or bushes. To help prevent termite infestation, and to expedite building maintenance, vines and other climbing plants that attach to wooden parts of any building are prohibited. All plantings are subject to the approval of the Board of Directors. The Association shall not be responsible for damage to such plantings caused by workmen or casualty. A registry shall be maintained by the Association of all tracts that are private gardens together with the location and size.

1.9. Complaints and recommendations regarding maintenance or changes to Association common areas should be referred to any member of the Board of Directors, an appropriate committee member, or the management company, for appropriate action.

#### OCCUPANCY--2

2.1. No more than six people shall permanently at any time occupy a unit. Permanent occupancy shall be overnight occupancy by a person in a unit for more than thirty days in any calendar year.

2.2. Owners who lease their units, or who will have guest occupants while the owner is absent, should make their agents and/or occupants familiar with these Rules and Regulations and all of the condominium documents to preclude misunderstandings and management problems. Owners must notify the Board of Directors of their intent to lease or loan a unit as provided in the Declaration of Condominium and identify the Real Estate or other agent representing them.

2.3. Prospective renters or persons being loaned a unit when submitting their application for approval to the Board of Directors, will acknowledge by signature that they understand these Rules and Regulations and agree to abide by them.

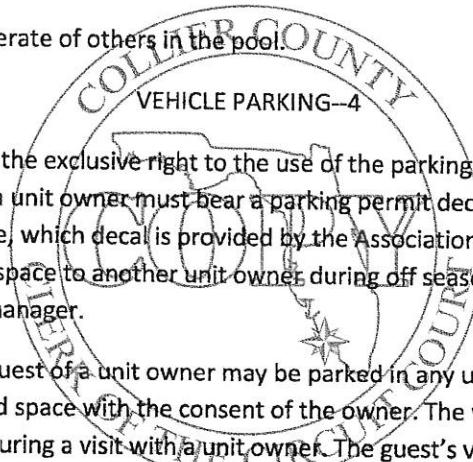
2.4. When a unit is leased, the owner loses all rights to use the condominium facilities for the duration of the lease, including boat docks, recreation, and parking facilities.

#### SWIMMING POOL-3

Owners, their family, guests and lessees may use the unsupervised pool at their own risk. Pool hours are from 7:00 AM to 10 PM. The following rules shall be in force:

1. Shower to remove oils, creams and lotion before entering the pool.
2. Personal items shall not be left in the shower, sink, or around the pool area.
3. No glass containers are allowed in the pool area.
4. No running, diving or loud music permitted in the pool area.
5. E. No Frisbees, beach balls, scuba gear, or other such beach equipment shall be used in the pool.
6. The pool capacity is twelve persons.

7. Children under twelve years of age must be accompanied by an adult at all times.
8. Pool furniture must not be removed from the pool area, and should be covered with a towel when used for sunbathing.
9. Only bathing suits may be worn in the pool—no cutoffs.
10. Life-saving equipment is for emergency use only.
11. No pets are allowed in the pool area.
12. Local guests must be accompanied by owner.
13. Owners must advise guests of rules.
14. Please be considerate of others in the pool.



- 4.1. A unit owner has the exclusive right to the use of the parking place assigned to that unit for vehicle parking. A vehicle of a unit owner must bear a parking permit decal on the inside of the front windshield on the driver's side, which decal is provided by the Association. A unit owner may surrender the use of that unit's parking space to another unit owner during off season months only if consented to in a writing delivered to the manager.
- 4.2. The vehicle of a guest of a unit owner may be parked in any unoccupied guest parking place or in the unit owner's assigned space with the consent of the owner. The vehicle of a guest may be on condominium property only during a visit with a unit owner. The guest's vehicle must bear a guest parking pass provided by the Association.
- 4.3 A service vehicle may be parked in any space designated as a service parking place, on a temporary basis while providing service for a unit owner. No other vehicle is permitted to be parked in a service parking place. If the service vehicle does not have company identification marked on the vehicle or if no service space is available, the service vehicle may be parked in a guest parking space if the service vehicle bears a guest parking pass.
- 4.4. No boats, no boat trailers and no commercial vehicles, except service vehicles as set forth above, shall be parked in any parking space. Commercial vehicles are defined as those bearing visible exterior markings indicating the vehicle's use in a trade or business.
- 4.5. No vehicle which extends beyond one parking space is permitted on condominium property.
- 4.6. No oil changes or other maintenance or repair work is permitted on condominium property.

4.7. Any vehicle parked on condominium property must have a current registration and must have a license tag attached to the exterior of the vehicle.

4.8. The Board of Directors, or its designee, may cause vehicles which are not in compliance with the foregoing rules to be towed away.

#### BOAT DOCK ASSIGNMENT--5

5.1. A unit owner must submit a written application to the Board of Directors requesting that a docking space be assigned to the owner's unit. The application shall indicate which docking space the owner prefers together with the following information for each boat that will be moored in the docking space:

- a. the manufacturer and the boat name.
- b. the boat length and beam.
- c. the boat registration number.
- d. the name and address of the owner of the boat.

5.2. In addition to the written application, the unit owner must agree to indemnify the Association against any damage to person or property resulting from dockage of a boat, and the unit owner must carry liability insurance protecting the Association against any damage to person or property resulting from dockage of a boat in an amount determined by the Board. At the time of making the application, and thereafter as requested, the unit owner must make proof of such insurance. In the event that a boat different from the one originally described is used in the assigned docking space, the unit owner shall immediately notify the Association and provide the required information for the different boat.

#### BOAT DOCK RULES--6

6.1. No boat exceeding thirty-two feet in length or twelve feet in width may be moored in any docking space; provided, the Board of Directors has the authority to vary these dimensions to accommodate the particular space availability of the specific docking space being assigned; further, no boat, the configuration of which impedes pedestrian or boat traffic or presents a safety hazard, may be moored in any docking space.

6.2 Boat engines may not be exercised or run for tests at the docks between 10:00 PM and 7 AM.

6.3. Boats at the docks may not be used for parties between 10:00 PM and 7 AM.

6.4. All persons are prohibited from living aboard a boat at the docks.

6.5. Oil and fuel leaks must be repaired promptly.

6.6. Major boat repairs at the docks are prohibited.

6.7. During hurricane/windstorm emergencies, all docks will be used as necessary to minimize damages to boats and docks. The Association is not responsible for any damages to boats from action taken to protect the boats and docks.

6.8. No lockers or other containers are permitted on any dock, except as approved in writing by the Board of Directors.

6.9. Docks and walkways to the docks must be kept free of litter, boating paraphernalia, fuels, flammables and cleaning equipment.

6.10. Cooking on any part of the dock areas is prohibited.

6.11. The Board may approve temporary docking by guests arriving by boat.

6.12. No boat which is in a state of disrepair for at least 60 days may be moored in any docking space; no boat which has been abandoned for at least 60 days may be moored in any docking space.

6.13. After giving notice to the unit owner, the Association may cause any boat which is not in compliance with any of the foregoing rules to be removed.

7.1. No pet shall be kept on condominium property, except that a unit owner may have no more than two household pets. Pets that are allowed include dogs, cats, birds and fish. Snakes or exotic or feral pets are prohibited. A pet with a propensity to be noisy or to be vicious is not allowed.

7.2. Any household pet must be kept inside the owner's unit at all times except when such pet is on a leash or in a cage or is being carried and is under the direct control of the owner or handler.

7.3. The owner of a household pet will insure that the household pet is not a nuisance to other persons.

7.4. The owner of a household pet shall dispose of all pet excrement by its immediate deposit in the Association's trash dumpster in a securely closed, heavy duty bag.

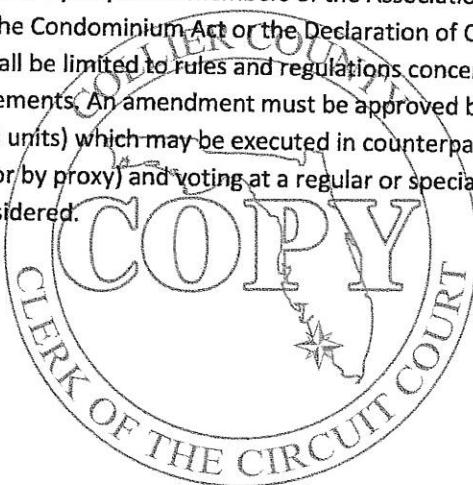
7.5. A unit owner must register a household pet with the Board of Directors and must provide the Board with a description of the household pet. The Board of Directors may make reasonable rules and regulations concerning pets, not inconsistent with these Rules and Regulations. If the Board of Directors determines that any pet constitutes a nuisance to others or that any pet is unattended, abandoned or unregistered, or that any of these Rules and Regulations have been violated, the Board shall give the owner written notification to remove the pet from the premises, and after three days after such notification, may remove the pet or refer the pet to local Animal Control authorities for impoundment.

7.6. Any guest of a unit owner and any lessee of a unit owner is bound by all of the foregoing provisions concerning pets to the same extent as is the owner. The owner of a unit is responsible for advising each guest and each lessee of these provisions. The owner is responsible to the Association and to other owners for the failure of the owner's guest or lessee to comply with these provisions.

#### AMENDMENTS—8

8. Rules and Regulations concerning the use and occupancy of the units and the common elements may be amended from time to time in the following manner:

A resolution for the adoption of a proposed amendment may be proposed by either the Board of Directors of the Association or by any three members of the Association. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium. The subject matter of any amendment shall be limited to rules and regulations concerning the use and occupancy of the units and the common elements. An amendment must be approved by the written agreement of 75% of all voting interests (18 units) which may be executed in counterparts, or by 75% of the voting interests, present (in person or by proxy) and voting at a regular or special meeting of the unit owners at which the amendment is considered.



# NBC UNIT BOAT SLIP ASSIGNMENTS

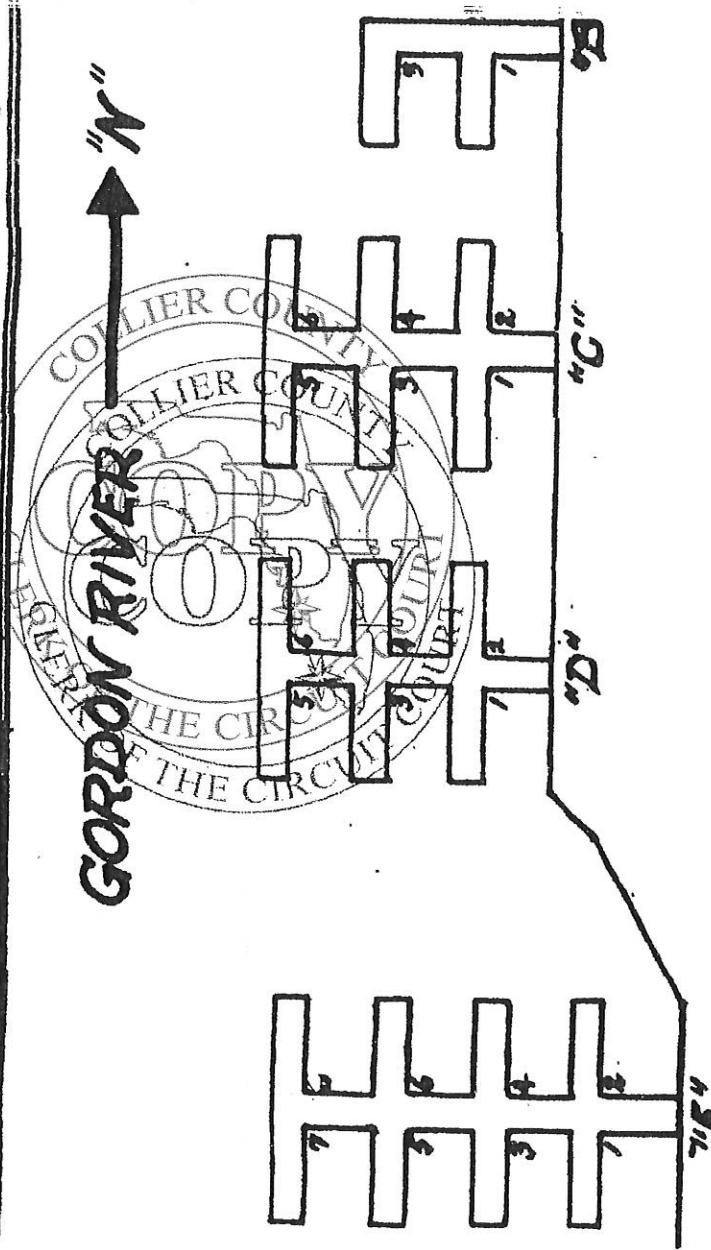
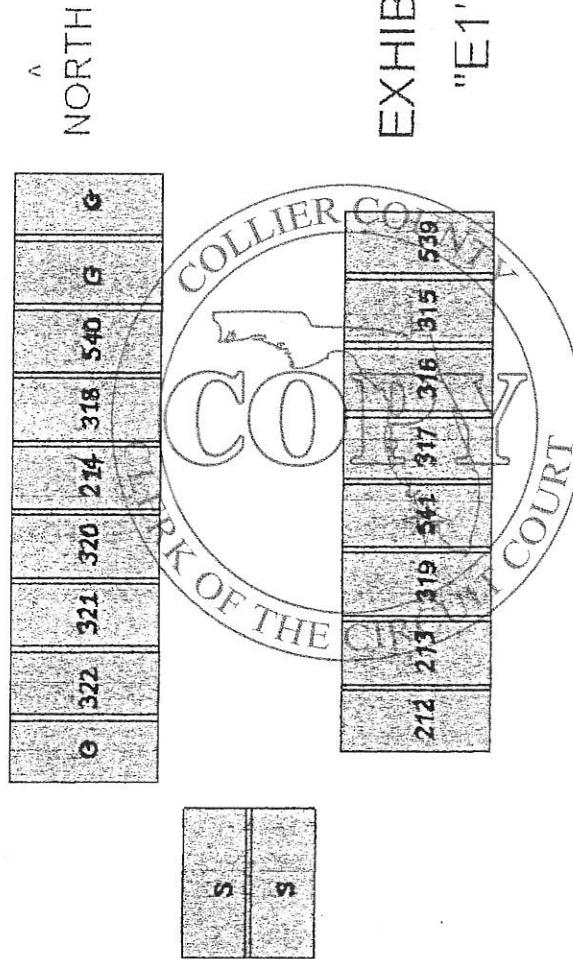


EXHIBIT "D"

Amended and Restated Declaration of Condominium  
Location of Boat Slips

BOAT SLIPS ARE ASSIGNED BY THE NBC BOARD OF DIRECTORS



NORTH PARKING LOT  
NAPLES BAY CLUB, INC.

NORTH

211	210	209	208	535	534	S
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EXHIBIT  
"E2"



G	207	536	538	537	G
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SOUTH PARKING LOT

NAPLES BAY CLUB, INC.

G	G	G	G	G	G	G	DUMPSTER
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