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03/03/2009 at 12:48PM DWIGHT B. BROCK, CLERK  
REC FEE 44.00

Retn:  
SAMOUCHE MURRELL ET AL  
5405 PARK CENTRAL CT  
NAPLES FL 34109

**CERTIFICATE OF AMENDMENT**

THE UNDERSIGNED, being the duly and acting President of Clubside Reserve at the Vineyards Condominium Association, Inc., a Florida corporation not for profit, hereby certifies that at a meeting of the members held on February 5, 2009 where a quorum was present, after due notice, the resolution set forth below was duly approved by the vote indicated for the purpose of amending the Declaration of Condominium for Clubside Reserve at the Vineyards, a Condominium, as originally recorded in O.R. Book 2160 at Pages 1380 *et seq.*, Public Records of Collier County, Florida.

The following resolution was approved by at least two-thirds (2/3) of the voting interests who were present and voting.

*(for use by Clerk of Court)*

RESOLVED: That the Amended and Restated Declaration of Condominium for Clubside Reserve at the Vineyards, a Condominium, be and is hereby amended, and the amendments are adopted in the form attached hereto, and made a part hereof.

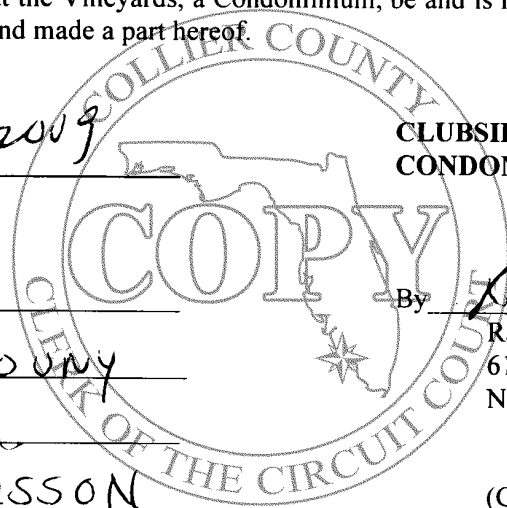
Date: 23 February 2009

**CLUBSIDE RESERVE AT THE VINEYARDS  
CONDOMINIUM ASSOCIATION, INC.**

(1) Leslie Gouny  
Witness  
Print Name: LESLIE GOUNY

By Ralph Webster  
Ralph Webster, President  
6125 Reserve Circle #1904  
Naples, FL 34119

(2) Stephen Cusson  
Witness  
Print Name: STEPHEN CUSSON

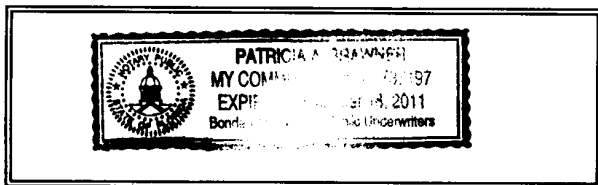


(CORPORATE SEAL)

**STATE OF FLORIDA  
COUNTY OF COLLIER**

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of February, 2009, by Ralph Webster, as President of the aforementioned Corporation, on behalf of the Corporation. He is personally known to me or has produced drivers license as identification.

Patricia A. Brawner  
Signature of Notary Public



Print, Type, or Stamp Commissioned Name of Notary Public



This instrument prepared by Robert E. Murrell, Esq., Samouche, Murrell & Gal, P.A., 5405 Park Central Court, Naples, FL 34109.

**AMENDMENTS TO THE AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM  
FOR  
CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM**

**The Amended and Restated Declaration of Condominium for Clubside Reserve at the Vineyards, a Condominium, shall be amended as shown below:**

**Note: New language is underlined; language being deleted is shown in ~~struck through~~ type.**

**1. A new Subsection (N) shall be added to Section 11.1 of the Amended and Restated Declaration of Condominium to read as follows:**

**11.1 Association Maintenance.** The Association is responsible for the protection, maintenance, repair and replacement of all common elements and association property (other than the limited common elements that are required elsewhere herein to be maintained by the unit owner). The cost is a common expense. The Association's responsibilities include, without limitation:

- (A) Electrical wiring up to the circuit breaker panel in each unit.
- (B) Water pipes, up to the individual unit cut-off valve.
- (C) Cable television lines up to the wall outlet.
- (D) Main air conditioning condensation drain lines.
- (E) Main sewer lines, up to the point where the individual unit sewer lines connect.
- (F) All installations, fixtures and equipment located within one (1) unit but serving another unit, or located outside the unit, for the furnishing of utilities to more than one (1) unit or the common elements.
- (G) The exterior painted surface of the main entrance doors to the units.
- (H) All exterior building walls, including painting, waterproofing, and caulking.
- (I) Lanai railings and screens.
- (J) All parking spaces.
- (K) Exterior of all garages and garage door panels.
- (L) Painting, maintenance, repair and replacement of all exterior walls of the building.

(M) Maintenance, repair and replacement of the concrete slabs.

(N) All skylights.

The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within a unit and serving only that unit. All incidental damage caused to a unit or limited common elements by work performed or ordered to be performed by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a common expense, except the Association shall not be responsible for the damage to any alteration or addition to the common elements made by a unit owner or his predecessor in title.

**2. Section 15.3 (B) of the Amended and Restated Declaration of Condominium shall be deleted as follows:**

**15.3 Required Coverage.** The Association shall maintain adequate insurance covering the buildings and other improvements on the condominium property that the Association is required to insure, as well as all association property, in such amounts, and with such deductibles, as is determined annually by the Board of Directors in the exercise of its good business judgment, such insurance to afford at least the following protection:

~~(A)~~ Property. Loss or damage by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by what is commonly known as an "All Risk" property contract.

~~(B)~~ Flood. In amounts deemed adequate by the Board of Directors, as available through the National Flood Insurance Program.

~~(B)~~ ~~(C)~~ Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as are determined by the Board of Directors, with cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner.

~~(C)~~ ~~(D)~~ Automobile. Automobile liability for bodily injury and property damage for all owned and non-owned motor vehicles, in such limits of protection and with such coverage as may be determined by the Board of Directors.

~~(D)~~ ~~(E)~~ Workers' Compensation. The Association shall maintain Workers' Compensation insurance if required by law.

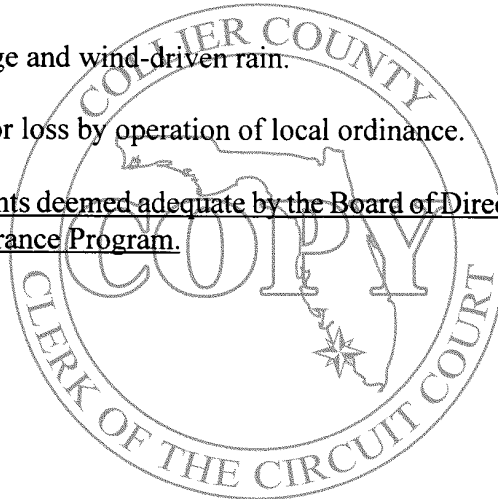
~~(E)~~ ~~(F)~~ Statutory Fidelity Bonding or Insurance. For all persons who control or disburse funds of the Association.

~~(F)~~ ~~(G)~~ Directors and Officers Liability.

**3. A new Section 15.4 (H) shall be added to the Amended and Restated Declaration of Condominium to read as follows:**

**15.4 Optional Coverage.** The Association may purchase and carry other such insurance coverage as the Board of Directors may determine to be in the best interest of the Association and unit owners. Some of the more common options include:

- (A) Workers' Compensation insurance.
- (B) Boiler and Machinery coverage (includes breakdown on air conditioning units).
- (C) Broad Form Comprehensive General Liability Endorsement.
- (D) Elevator Liability & Elevator Collision.
- (E) Medical Payments.
- (F) Leakage, seepage and wind-driven rain.
- (G) Endorsement for loss by operation of local ordinance.
- (H) Flood. In amounts deemed adequate by the Board of Directors, as available through the National Flood Insurance Program.



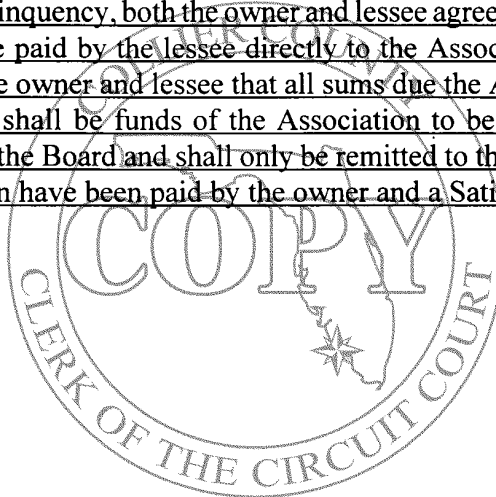
**AMENDMENT TO THE AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM  
FOR  
CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM**

**The Amended and Restated Declaration of Condominium for Clubside Reserve at the Vineyards, a Condominium, shall be amended as shown below:**

**Note: New language is underlined; language being deleted is shown in ~~struck through~~ type.**

**A new Section 10.12 shall be added to the Declaration to read as shown below:**

**Section 10.12 Failure to Pay - Rental.** ~~If a unit is leased and any special assessment or installment of a regular assessment for a unit remains unpaid for at least thirty (30) days after the due date and a Claim of Lien has been recorded against the unit, then upon written notice mailed to both the owner and lessee of such delinquency, both the owner and lessee agree that all future lease payments due under the lease shall be paid by the lessee directly to the Association until such time as the Association notifies both the owner and lessee that all sums due the Association have been paid in full. Such lease payments shall be funds of the Association to be utilized for any Association purpose at the discretion of the Board and shall only be remitted to the owner if full payment of all amounts due the Association have been paid by the owner and a Satisfaction of Claim of Lien has been recorded.~~



**CERTIFICATE OF AMENDMENT**

THE UNDERSIGNED, being the duly and acting President of Clubside Reserve at the Vineyards Condominium Association, Inc., a Florida corporation not for profit, hereby certifies that at a meeting of the members held on February 11, 2014 where a quorum was present, after due notice, the resolution set forth below was duly approved by the vote indicated for the purpose of amending the Declaration of Condominium for Clubside Reserve at the Vineyards, a Condominium, as originally recorded in O.R. Book 2160 at Pages 1380 *et seq.*, Public Records of Collier County, Florida.

The following resolution was approved by at least two-thirds (2/3) of the voting interests who were present and voting.

*(for use by Clerk of Court)*

RESOLVED: That the Amended and Restated Declaration of Condominium for Clubside Reserve at the Vineyards, a Condominium, be and is hereby amended, and the amendments are adopted in the form attached hereto, and made a part hereof.

Date: 17 March 2014

**CLUBSIDE RESERVE AT THE VINEYARDS  
CONDOMINIUM ASSOCIATION, INC.**

(1) Quarles  
Witness

Print Name: Dena Waltchack

(2) Stephen Casson  
Witness

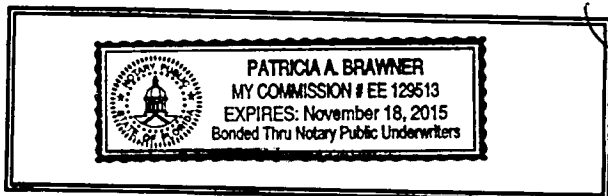
Print Name: STEPHEN CASSON

By Barbara Clougherty President  
Barbara Clougherty, President  
6165 Reserve Circle #1503  
Naples, FL 34119

(CORPORATE SEAL)

**STATE OF FLORIDA  
COUNTY OF COLLIER**

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of March, 2014, by Barbara Clougherty, as President of the aforementioned Corporation, on behalf of the Corporation. She is personally known to me or has produced drivers license as identification.



Patricia A. Brawner  
Signature of Notary Public

Print, Type, or Stamp Commissioned Name of Notary Public) (Affix Notarial Seal)

This instrument prepared by Robert E. Murrell, Esq., Woodward, Pires & Lombardo, P.A., 3200 Tamiami Trail North, Suite 200, Naples, FL 34103.

**AMENDMENTS TO THE AMENDED AND RESTATED  
DECLARATION OF CONDOMINIUM  
FOR  
CLUBSIDE RESERVE AT THE VINEYARDS, A CONDOMINIUM**

**The Amended and Restated Declaration of Condominium for Clubside Reserve at the Vineyards, a Condominium, shall be amended as shown below:**

**Note: New language is underlined; language being deleted is shown in ~~struck-through~~ type.**

**1. Section 10.2 of the Declaration shall be amended to read as shown below:**

**10.2 Share of Common Expenses.** The owner of each unit shall be liable for a share of the common expenses equal to his share of ownership of the common elements and the common surplus, as set forth in Section 6.1 above. In addition to the owner's share of the common expenses, the owner is also liable for any charges levied against a unit and its unit owner to maintain his unit pursuant to Section 11.6 or for the cost of any and all expenses for the repairs which resulted from the owner's negligent act or failure to act or by those actions of any member of his family or his guests, employees, agents, invitees, or tenants. Such amounts shall be collected in the manner provided for the collection of assessments pursuant to Section 718.116. Fla. Stat.

**2. Section 11.1 (M) of the Declaration shall be amended to read as shown below:**

(M) Maintenance, repair and replacement of the concrete slabs, including but not limited to front entry slabs and garage slabs.

**3. Section 11.4 (D) of the Declaration shall be amended to read as shown below:**

(D) Exterior Modifications ~~Improvement, Landscaping~~. Unit owners shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, lanais or windows of the Building (including, but not limited to, awnings, signs, storm shutters, screens, window tinting, furniture, fixtures and equipment); ~~nor plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside his unit~~ without the prior written approval of the Board of Directors ~~written consent of the Association~~. However, Owners may place furniture on their lanais without approval from the Board of Directors.

**Exceptions:**

(1) Covered entries: Unit owners are permitted to display personal decorations on the exterior wall in their covered slab entry. Acceptable decorations include: flower sprays, holiday wreaths, and plaques. Unit owners are responsible for maintenance and repair of any damage to the building surface caused by such display.

(2) Seasonal Holiday Decorations. Lights or decorations may be erected at the exterior of the units or on the interior of the units, where they may be seen from the outside of the unit, in commemoration or celebration of publicly observed holidays, provided that such lights or decorations do not unreasonably disturb the peaceful enjoyment of adjacent owners by illuminating bedrooms, creating noise or attracting sightseers. All lights and decorations that are not permanent fixtures of the unit as part of the original construction shall be removed within thirty (30) days after the holiday has ended. Christmas

decorations or lights may not be displayed prior to November 15<sup>th</sup> of any year. Other holiday decorations or lights may not be displayed more than two (2) weeks in advance of the holiday.

**(3) Front Entries:**

(a) Front Doors: Unit owners shall not install or replace their front entry doors without the prior written approval of the Board of Directors.

(b) Screen or Security Doors: Unit owners shall not install or replace screen or security doors without the prior written approval of the Board of Directors.

(c) Front Entry Slabs – Paint or Tile: Unit owners are permitted to paint or install ceramic or porcelain tile on their covered front entry slabs, but only after receiving the prior written approval of the Board of Directors. Paint should be of a high quality and should be specifically manufactured for concrete applications. The color must match the trim or main color of the building. Tile and paint must be non-skid.

(d) Exterior Light Fixtures: Unit owners shall not install any light fixtures in the covered slab entry ceiling or on the walls without the prior written approval of the Board of Directors.

(e) Furniture: Unit owners are permitted to place no more than two small pieces of outdoor furniture on their covered front entry slabs. The Unit owner shall properly clean and maintain the outdoor furniture at all times. The outdoor furniture shall not interfere with the work of the landscaper or it will have to be removed. Any outdoor furniture on the entry slabs shall not interfere with the ingress and egress into the unit in any way. Such furniture must be removed by the unit owner immediately upon the issuance of a hurricane warning for the Naples area. If, in the sole opinion of the Board of Directors, the outdoor furniture is causing any interference with the landscaper or ingress or egress into the unit, the Board of Directors may request that the furniture be removed immediately.

(4) Sidewalks and Driveways – Painting: Unit owners shall not paint or otherwise alter these common elements.

(5) Lanais and Lanai Enclosures: Unit Owners may enclose their lanais with a glass enclosure. However, a unit owner shall not enclose the unit's lanai without first obtaining the prior written approval of the Board of Directors.

**4. A new Section 11.4 (E) shall be added to the Declaration to read as shown below:**

**(E) Landscaping and Gardening:**

**(1) Plantings in Common Elements,**

(a) Unit owners shall not alter the landscaping in the common elements without the prior written approval of the Board of Directors.



(b) Unit owners shall not plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life in the ground outside their unit without the prior written approval of the Board of Directors.

**5. A new Section 11.4 (F) shall be added to the Declaration to read as shown below:**

(F) Lawn Ornaments in Common Elements: Unit owners and tenants shall not place lawn ornaments of any kind on common elements. These include, but are not limited to, statues, gazing balls, baskets, wheelbarrows, windmills, symbols, artificial birds or animals. The Association is authorized to immediately remove such objects from the Common Elements.

**6. Section 12.9 of the Declaration shall be amended to read as shown below:**

**12.9 Use of Common Elements.** Lanais and other common elements shall not be obstructed, littered, defaced or misused in any manner. Lanais and other common elements shall be used only for the purposes intended, and they shall not be used for hanging or drying clothing, for outdoor cooking, for cleaning of rugs or other household items, or for storage of bicycles or other personal property. Authorized grills may be used on the driveway; however, no grilling is permitted on any lanai. All personal items, furniture, potted plants, decorations or such items shall be removed from the common elements, including but not limited to any unenclosed lanai or front entry way to a unit during the hurricane season from June 1 through November 30, at any time when the owner, or any other authorized resident, will be absent from the unit for a period exceeding forty-eight (48) hours.