#### CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly and acting President of "teeplechase of Naples Condominium Association, Inc., a r-lorida corporation not for profit, hereby certifies that at a meeting of the members held on June 13, 2012, 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 Amended and Restated Declaration of Condominium for Steeplechase of Naples, a Condominium, as originally recorded in O.R. Book 4205 at Pages 2469 *et seq.*, of the Public Records of Collier County, Florida.

INSTR 4711589 OR 4811 PG 2674 RECORDED 6/28/2012 9:05 AM PAGES 3 DWIGHT E. BROCK, CLERK OF THE CIRCUIT COURT COLLIER COUNTY FLORIDA REC \$27.00

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 Steeplechase of Naples, a Condominium is hereby amended and the amendment is adopted in the form attached hereto, and made a part hereof.

June 22, 2012

Mnes Print Name

STEEPLECHASE OF NAPLES CONDOMINIUM ASSOCIATION, INC.

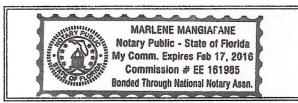
ul

Arlene Goffredi, President 2839 Aintree Lane, #B-203 Naples, FL 34112

(CORPORATE SEAL)

### STATE OF FLORIDA COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_, 2012 by Arlene Goffredi, as President of the aforenamed Corporation, on behalf of the Corporation. She is personally known to me or has produced \_\_\_\_\_\_\_ as identification.



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

Signature of Notary Public

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

# AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF STEEPLECHASE OF NAPLES, A CONDOMINIUM

The Amended and Restated Declaration of Condominium of Steeplechase of Naples, a Condominium, shall be amended as shown below:

Note: New language is <u>underlined</u>; language being deleted is shown in struck through type.

1. A new Subsection (F) shall be added to Section 11.3 of the Amended and Restated Declaration to read as shown below:

Air Conditioning Maintenance, Water Heaters, Dishwashers, Washing Machine (F) Hoses, Water Turn-Off. An owner is responsible for contracting for ongoing air conditioning maintenance service which includes periodic inspection of the systems on at least an annual basis, addition of chlorine tablets or other products to help keep the lines clear, and periodic blowout of the lines. If an owner fails to contract for such maintenance service (if the Association does not already do so) and water leaks from his air conditioning system, the owner will be strictly liable for all damage caused to the unit, the common elements, association property, other units or any other property which is damaged by such leak. An owner must replace unit water heaters after they have been in service for ten (10) years. If an owner fails to replace his water heaters after ten (10) years of service and if a leak occurs in a water heater or related pipes, the owner will be strictly liable for all damages caused to the unit, the common elements, association property, other units or any other property which is damaged by such leak. An owner must replace unit dishwashers after they have been in service for fourteen (14) years. If an owner fails to replace his dishwasher after fourteen (14) years of service and if a leak occurs in a dishwasher or related pipes, the owner will be strictly liable for all damages caused to the unit, the common elements, association property, other units or any other property which is damaged by such leak. All washing machine hoses must be steel lined, and if not steel lined. must be replaced with steel lined hoses. If an owner fails to have steel lined hoses on his washing machine and if a leak occurs in his washing machine hose, the owner will be strictly liable for all damage caused to the unit, the common elements, association property, other units or any other property which is damaged by such leak. An owner is responsible for the water to owner's unit being turned off if the unit will be unoccupied for forty-eight (48) hours or more. If the water is not turned off in such instances and a leak occurs, the owner will be strictly liable for all damages caused to the unit, the common elements, association property, other units or any other property which is damaged by such leak.

Page 1 of 2 SAMOUCE, MURRELL & GAL, P.A. 
Attorneys at Law 
5405 Park Central Court 
Naples, FL 34109
Phone (239) 596-9522 
Fax (239) 596-9523

### 2. Section 13.2 of the Declaration shall be amended to read as shown below:

13.2 Term of Lease and Frequency of Leasing. No unit may be leased more often than  $\underline{two}$  (2) three (3) times in any calendar year, with the minimum lease term being <u>ninety (90)</u> thirty (30) days. No new lease shall begin until at least ninety (90) days have elapsed since the first day of the last lease. For purposes of this restriction, the first day of occupancy under the lease shall conclusively determine in which year the lease occurs. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. However, the Board may, in its discretion, approve the same lease from year to year. No subleasing or assignment of lease rights by the lessee or unit owner is allowed.

## 3. Section 15.8 of the Declaration shall be amended to read as shown below:

15.8 Deductibles. The Board shall establish the amount of the deductibles under the insurance policies it obtains on behalf of the Association, and other features, as it deems desirable and in its business judgment in the best interest of the Association. In the case of property insurance, except for a loss caused by a significant wind event, the deductible shall be paid by the party who would be liable for the loss or responsible for repairs in the absence of insurance. If multiple parties would be responsible, the deductible shall be allocated among them in proportion relation to the amount of each party's loss bears to the total as determined by the Board. For a loss caused by a significant wind event such as, but not limited to, a hurricane or tornado, the deductible, uninsured losses, and other damages in excess of the hazard insurance coverage shall be paid as common expenses of the Association.

Page 2 of 2 SAMOUCE, MURRELL & GAL, P.A. 
Attorneys at Law 
5405 Park Central Court 
Naples, FL 34109
Phone (239) 596-9522 
Fax (239) 596-9523