

PREPARED BY AND RETURN TO:
Cheryl L. Hastings, Esq.
GRANT, FRIDKIN, PEARSON, ATHAN & CROWN, P.A.
5551 Ridgewood Drive, Suite 501
Naples, Florida 34108

(space above line for official use only)

CERTIFICATE OF AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR LIONS
GATE, A CONDOMINIUM

The undersigned, being the duly elected President of the Lions Gate of Naples, Inc., a Florida not-for-profit corporation (the "Association"), does hereby certify that at the regular annual meeting of the Lions Gate of Naples, Inc. held on March 25, 2010, where a quorum was present, after due notice, more than two-thirds (2/3rds) of all members approved the attached First Amendment to the Amended and Restated Declaration of Condominium for Lions Gate, a Condominium, pursuant to Section 21 of the Amended and Restated Declaration of Condominium of Lions Gate, a Condominium, recorded at Official Records Book 2005, Page 1328, et seq., of the Public Records of Collier County, Florida (the "Declaration"); the Amended and Restated Articles of Incorporation of Lions Gate of Naples, Inc.; and the Amended and Restated Bylaws of Lions Gate of Naples, Inc.

Janet de Cardenas

Witness #1 Janet Cardenas

Cheryl L. Hastings
Witness #2

LIONS GATE OF NAPLES, INC.,
a Florida not-for-profit corporation

By: Ron Bonebrake
Ron Bonebrake, President

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 29th day of March, 2010, by RON BONEBRAKE, as President of LIONS GATE OF NAPLES, INC., a Florida corporation not for profit, on behalf of the corporation, who ___ is personally known to me OR X produced Oklahoma Driver's license as identification.

Janet de Cardenas
Notary Public

(Notary Seal)

NOTARY PUBLIC-STATE OF FLORIDA
Janet de Cardenas
Commission #DD867633
Expires: APR. 21, 2013
BONDED THRU ATLANTIC BONDING CO., INC.

Printed Name of Notary Public
My Commission Expires:

FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF LIONS GATE, A CONDOMINIUM

The Amended and Restated Declaration of Condominium is amended as follows: (Additions indicated by underlining. Deletions indicated by ~~striking through~~.)

Section 2: NAME AND ADDRESS: The name of this Condominium is Lions Gate, a Condominium, and its street address is 2919 Gulf Shore Boulevard North, Naples, Florida ~~33940~~34103.

Section 5.2(B): Vertical Boundaries. The vertical boundaries of ~~an apartment~~ a unit shall be as follows:

- (1) Exterior Building Walls. The perimeter boundaries of the unit shall be the vertical planes of the unfinished interior surfaces of the plasterboard or drywall bounding the unit as shown in Exhibit "B" hereto, extended to their intersections with each other and with the upper and lower boundaries. The exterior of the outside walls of the apartment building bounding ~~an apartment~~ a unit and where there is attached to the building a balcony, porch, loggia, terrace, canopy, stairway or other portion of the building serving only the ~~apartment~~ unit being bounded, such boundaries shall be deemed to include all of such structures and fixtures thereon.
- (2) Interior Building Walls. No part of the non-structural interior partition walls within a unit shall be considered part of the boundary of a unit. ~~The center line of walls bounding an apartment from the lobby.~~

Section 5.2(C): Apertures. Where there are openings in any boundary, including, without limitation, windows and doors, the boundaries of the unit shall extend to the interior unfinished surfaces of the coverings of such openings, including and all their frameworks thereof, exterior surfaces made of glass or other transparent materials, screens, exterior doors of any type, including the locks, hinges and other hardware thereof, and all framings and casings thereof shall be excluded from the unit. ~~Therefore, windows, doors, screens and all framings, casings and hardware therefore, are excluded from the unit.~~

Section 8.1 (D): Roof of "C" Wing. The roof of "C" wing has been designated a limited common element for the exclusive use of unit #701. The owner of unit #701 is responsible for the entire cost of the upkeep, care, cleaning, repair and maintenance of any materials permanently affixed to or items placed on the roof by the owner or the owner's predecessor in title, including tiles or pavers comprising a patio area covering a portion of the roof, as well as

patio furniture and planters (collectively, the "Roof Improvements"), but excluding the roof structure itself (which protects the entire building). The roof structure shall remain the Association's responsibility to maintain and the costs thereof shall be a common expense of the Association. The owner of unit #701 is expected to maintain insurance, with endorsements for leakage, seepage and wind-driven rain, additions and alterations, and loss assessment protection, and recognize that he or she bears financial responsibility for any damage to his or her property or damage to third parties. The Board of Directors may restrict the size and weight of items the owner of unit #701 may place on the roof. The Association shall be responsible for the repair and replacement of the roof. The owner of Unit #701 shall be responsible for the maintenance of the roof area as well as the maintenance, repair and replacement of any materials permanently affixed to or items placed on the roof by the owner or the owner's predecessor in title, including tiles or pavers comprising a patio area covering a portion of the roof as well as patio furniture and planters. The owner shall also be responsible to maintain, repair and replace the stairwell and door leading from the unit to the roof, including the hardware and locks therefor. No further improvements or alterations to the roof shall be made by the owner without the prior written approval of the Board of Directors. Should it prove necessary to remove any of the materials affixed to the roof or items placed thereon in order for the Association to perform its repair and replacement responsibilities as set forth herein, the owner shall solely be responsible for the costs of removal, storage and replacement of those materials or items.

Section 10.1: Common Expenses. Common expenses include the expenses of operation, maintenance, repair, replacement or insurance of the common elements and association property, the expenses of operating the Association, and any other expenses properly incurred by the Association for the Condominium, including amounts budgeted for the purpose of funding reserve accounts. The cost of water and sewer service to the units shall be a common expense. If the Board of Directors contracts for The cost of pest control within units, maintenance to all air conditioners, whether serving the individual units or the common elements, and or basic cable television programming services in bulk for the entire Condominium, the cost of such services shall be a common expense. The foregoing shall not relieve a unit owner from the unit owner's maintenance obligations pursuant to this Declaration. If a bulk contract exists for the Condominium for a particular service(s), the unit owner is responsible to contract with third parties for the performance of additional maintenance services required by this Declaration and not covered by the bulk contract.

Section 10.6 Application of Payment; Failure to Pay; Interest. Assessments and installments thereon paid on or before ~~thirty (10)~~ forty (40) days after the date due of invoice shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law (currently eighteen percent (18%) per annum), calculated from the date due until paid. The Association may also impose a late payment fee (in addition to interest) to the extent permitted by law (currently the greater of twenty-five dollars (\$25.00) or five percent (5%) of each installment of the assessment for each delinquent installment that payment is late). Assessments and installments thereon shall become due, and the unit owner shall become liable for said assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments on account shall be applied first to interest, then to late

payment fees, court costs and attorney's fees, and finally to delinquent assessments. No payment by check is deemed received until the check has cleared.

Section 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 here to be maintained by the unit owner). The cost is a common expense. The Association's responsibilities include, without limitation:

- (A) All common elements.
- (B) All portions of the units (except interior wall surfaces) contributing to the support of the building, which portions shall include, but not be limited to, the outside walls of the building, load bearing columns, the roof of the building and the skylights, if any, on the Condominium property.
- (C) Electrical wiring up to the circuit breaker panel in each unit.
- (D) Rough plumbing.
- (E) All installations, fixtures and equipment located within one unit but serving another unit, or located outside the unit, for the furnishing of utilities to more than one unit or the common elements.
- (F) The exterior surface of the entrance doors to the units.
- (G) All exterior building walls.
- (H) The main water supply shut-off valves for the units.
- (I) Repair and replacement of unit screens, windows and window glass, but only in the event of a casualty.

Section 11.2(F): Appliances, water heaters, smoke alarms and vent fans. Each unit owner shall replace the water heater serving the owner's unit no less than every ten (10) years.

Section 11.4: Alteration of Units or Common Elements by Unit Owners. No owner shall make or permit the making of any material alterations or substantial additions to his unit or the common elements or in any manner change the exterior appearance of any portion of the Condominium, without first obtaining the written approval of the Board of Directors, which approval may be denied if the Board of Directors determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or in whole. Any glass, screen, curtain, blind, shutter, awning, or other modifications, additions or installations which may be installed where visible from outside the unit, are subject to regulation by the Board of Directors. No owner may alter the landscaping of the common elements in any way without prior Board approval. The Board of Directors may revoke or rescind any approval of an alteration or modification previously given, if it appears that the installation has had unanticipated, adverse effects on the Condominium.

The Association recognizes that unit owners have historically furnished the common elements on each floor of the building, which include without limitation, the foyer shared by the units located

on each respective building floor, without first obtaining the required approval of the Association. The Association may, at the option of the Board of Directors, take photographs annually for record keeping purposes to document the furnishings in existence at that time in the foyer of each building floor. Any replacement of the furnishings by unit owners shall be of like quality and must first be approved by the Association.

Section 11.5: Alterations and Additions to Common Elements and Association Property. The protection, maintenance, repair, insurance and replacement of the common elements and association property 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 the real property owned by the Association costing more than \$1015,000 in the aggregate in any calendar year without prior approval of at least two-thirds (2/3rds) a majority of the voting interests. Alterations or additions costing less than this amount may be made with Board approval. If work reasonably necessary to protect, maintain, repair, replace or insure the common elements or association property also constitutes a material alteration or substantial addition to the common elements, no prior unit owner approval is required.

Section 11.10: Hurricane Shutters. ~~The Board of Directors shall adopt hurricane shutter specifications, which shall comply with applicable building codes and may address color, style and other factors deemed relevant by the Board. The Board shall not refuse to approve the installation or replacement of hurricane shutters by any unit owner if the installation conforms with the specifications approved by the Board. Any installation, removal, maintenance, repair and replacement of the hurricane shutters shall be the responsibility of the unit owner. Unit owners may install laminated glass only in accordance with the specifications adopted by the Board of Directors, which shall include specifications concerning color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code. The Board reserves the right (but is not obligated) subject to provisions of Section 718.3026, Florida Statutes, and the approval of a majority of voting interests of the condominium, to install laminated glass and may maintain, repair, or replace such approved laminated glass, whether on or within the common elements, limited common elements, units, or the association property. The expense of installing and repairing laminated glass by the Board shall constitute a common expense, although a unit owner who has previously installed laminated glass architecturally designed to function as hurricane protection which complies with the applicable building code shall receive a credit equal to the pro rata portion of the assessed installation costs assigned to each unit.~~

Section 12.1: Units. Each unit shall be occupied by only one family at any time, as a residence and for no other purpose. No business or commercial activity shall be conducted in or from any unit. The use of a unit as a public lodging establishment shall be deemed a business or commercial use. This restriction shall not be construed to prohibit any owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his the unit, or from handling his personal, business or professional telephone calls or written

correspondence in and from his the unit. Such uses are expressly declared customarily incident to residential use. Occupancy of a unit shall be limited to ten (10) persons.

Section 12.2: Minors. There is no restriction on the age of Occupants of units. All Occupants under eighteen (18) years of age shall be closely supervised at all times by an adult to insure that they do not become a source of unreasonable annoyance to other residents. No person under the age of sixteen (16) may use the recreational amenities unless accompanied by a supervising adult.

Section 12.7: Open House. Open houses are restricted to Saturday and Sunday from 12:00 – 4:00 p.m. Unit owners must notify the manager no less than ten (10) days prior to the scheduled date of the open house in writing of the date(s) and time(s) for the open house. For security purposes, the manager shall escort third parties attending the open house while on the condominium property. The manager has the right to postpone scheduled open houses due to schedule conflicts for a period not to exceed ten (10) days.

Section 14.1: Forms of Ownership:

- (A) One Person. A unit may be owned by one natural person who has qualified and been approved as elsewhere provided herein.
- (B) Two or More Persons. Co-ownership of units by two (2) or more natural persons is permitted. However, the intent of this provision is to allow flexibility in estate, tax or financial planning, and not to create circumstances where the unit may be used as short-term transient accommodations for multiple families. If the co-owners are other than husband and wife, the Board shall condition its approval upon the designation of one approved natural person as “primary occupant.” The use of the unit by other persons shall be as if the primary occupant were the only actual owner. Any change in the primary occupant shall be treated as a transfer of ownership by sale or gift subject to the provisions of this Section 14. No more than one (1) such change will be approved in any twelve (12) month period, except in the case of the death or incapacity of the primary occupant.
- (C) Ownership by Corporations, Partnerships or Trusts. A unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided elsewhere herein. 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. The approval of a trustee, or corporation, partnership or other entity as a unit owner shall be conditioned upon designation by the owner of one natural person to be the “primary occupant.” The use of the unit by other persons shall be as if the primary occupant were the only actual Owner. Any change in the primary occupant shall be treated as a transfer

of ownership by sale or gift subject to the provisions of this Section 14. No more than one such change will be approved in any twelve (12) month period, except in the case of the death or incapacity of the primary occupant.

- (D) Designation of Primary Occupant. Within thirty (30) days after the effective date of this provision, each owner of a unit which is owned in the forms of ownership stated in preceding subsections 14.1(B) and (C) shall designate a primary occupant in writing to the Association. If any unit owner fails to do so, the Board of Directors may make the initial designation for the owner, and shall notify the owner in writing of its action.
- (E) Life Estate. A unit may be subject to a life estate, either by operation of law or by a voluntary conveyance approved under Section 14.2, below. In that event, the life tenant shall be the only Association member from such unit, and occupancy of the unit shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy rights unless separately approved by the Association. The life tenant shall be liable for all assessments and charges against the unit. Any consent or approval required of Association members may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one (1) life tenant, they shall be treated as co-owners for purposes of determining voting and occupancy rights under Section 14.1(B), above.
- (F) Loaning. No unit owner may loan his or her unit, regardless of whether any consideration is paid, for a period of less than twelve (12) months, without the consent of the Board of Directors. For purposes hereof, loaning means the use of a unit when the unit owner is not present at the unit by persons other than the unit owner's immediate family members. For purposes, hereof, immediate family members means any parent, sibling and children.
- (G) Multiple Owners. De facto time sharing of units shall not be permitted and approval will not be given for the sale of a unit or an interest in a unit to multiple persons (e.g. siblings or business associates), who may intend that they and their families would split occupancy of the unit into different time periods during the year.
- (H) No Timeshares/Private Residence Clubs. No unit shall be used or sold on a "Timeshare or Fractional Basis". Timeshare or Fractional Basis shall mean use or occupancy of a unit under timeshare, fractional ownership, vacation club, interval exchange (whether such exchange is based on direct exchange of occupancy rights, cash payment, reward programs or other point or accrual systems), private residence club or other membership plans or arrangements through which a participant in the plan or arrangement acquires an ownership interest in a unit with attendant rights of periodic use and occupancy of a unit or a portfolio of accommodations including a unit.

Section 15.1: By the Unit Owner. Each unit owner is responsible for insuring his own unit, and the personal property therein; all floor, wall and ceiling coverings; all built-in cabinets, appliances, water heaters, air conditioning and heating equipment, and electrical fixtures that are located within the unit and required to be repaired or replaced by the owner; and all alterations, additions and improvements made to the unit or the common elements by the owner or his predecessors in title. Each unit owner is expected to carry homeowner's insurance, with endorsements for leakage, seepage and wind-driven rain, additions and alterations, and loss assessment protection, or recognize that he bears financial responsibility for any damage to his property or liability to others that would otherwise be covered by such insurance. The Association shall require annually that each unit owner provide evidence of a current effective policy of hazard and liability insurance. Upon the failure of an owner to provide a certificate of insurance issued by an insurer approved to write such insurance in the State of Florida within thirty (30) days after the date on which a written request is delivered, the Association may (but is not obligated to) purchase a policy of insurance on behalf of an owner. The cost of such a policy, together with reconstruction costs undertaken by the Association but which is the responsibility of the unit owner, may be collected from the unit owner in the same manner as provided for herein for the collection of assessments.

Section 15.2: Association Insurance: Duty and Authority to Obtain. The Board of Directors Association shall use its best efforts to obtain and keep in force the insurance coverage which it is required to carry by law and under the Condominium documents, and may obtain and keep in force any or all additional insurance coverage as it deems necessary. The name of the insured shall be the Association individually and as an agent for and the unit owners without naming them, and their mortgagees, as their interests shall appear. To the extent permitted by law, the Association may self-insure.

Section 15.3(D): Statutory Fidelity Bond. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association.

Section 19.5 Fines:

(A) Enforcement. Failure to comply with this Declaration, the Board's rules and regulations or any other governing documents of the Condominium shall be grounds for immediate action which may include, without limitation, an action to recover sums for damages, an action for injunctive relief, or any combination thereof.

(B) Procedure. In addition to all other remedies, in the discretion of the Association, through a committee of other unit owners, a fine or fines may be levied upon a unit owner for failure of a unit owner, his or her tenants, lessees, family, guests, invitees, or employees to comply herewith or with any rules or regulations, provided the following procedures are followed:

(1) Notice. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing before a committee of unit owners who are neither board members nor persons residing in a board member's household.

After reasonable notice of not less than fourteen (14) days, and the notice shall include:

- (a) A statement of the date, time and place of the hearing;
- (b) A statement of the provisions of the Declaration, Bylaws or rules and regulations which have allegedly been violated; and
- (c) A short and plain statement of the matters asserted by the Association.

(2) Hearing. The party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

(3) Penalties. The committee of other unit owners may levy a fine against a unit owner not to exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.00. No fine will become a lien against a unit.

(4) Payment of Penalties. Fines shall be paid not later than five (5) days after notice of the imposition of same.

(5) Remedy. For non-payment of fines the Association shall have all of the remedies applied by law.

(6) Non-Exclusive Remedy. The fines provided for herein shall not be construed to be an exclusive remedy of the Association, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending unit owner shall be deducted from or offset against any damage which the Association may otherwise be entitled to recover by law.

(7) Selection of Unit Owner Committee. The committee of unit owners shall consist of no more than five (5) and no less than (3) unit owners. The Association shall provide a written request for volunteers to serve on the committee to all eligible unit owners. Neither board members nor persons residing in a board member's household may participate.

State of Florida



Department of State

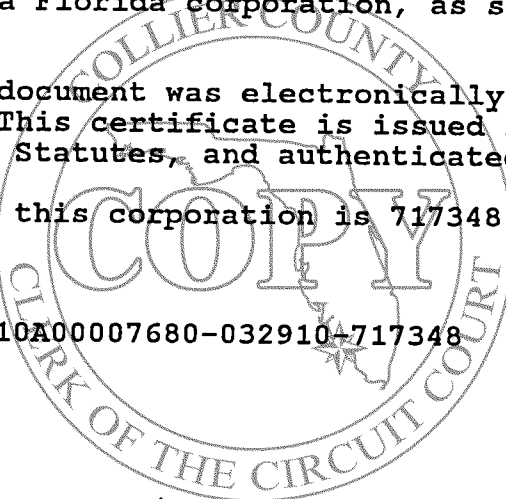
I certify the attached is a true and correct copy of the Articles of Amendment, filed on March 29, 2010, to Articles of Incorporation for LIONS GATE OF NAPLES, INC., a Florida corporation, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H10000070211. 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 717348.

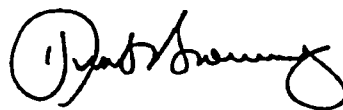
Authentication Code: 410A00007680-032910-717348

-1/1



Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-ninth day of March, 2010





Kurt S. Browning
Secretary of State

Articles of Amendment
to
Articles of Incorporation
of

LIONS GATE OF NAPLES, INC.

(Name of Corporation as currently filed with the Florida Dept. of State)

717348

(Document Number of Corporation (if known))

Pursuant to the provisions of section 617.1006, Florida Statutes, this *Florida Not For Profit Corporation* adopts the following amendment(s) to its Articles of Incorporation:

A. If amending name, enter the new name of the corporation:

The new name must be distinguishable and contain the word "corporation" or "incorporated" or the abbreviation "Corp." or " Inc." "Company" or "Co." may not be used in the name.

B. Enter new principal office address, if applicable:

*(Principal office address **MUST BE A STREET ADDRESS**)*

C. Enter new mailing address, if applicable:

*(Mailing address **MAY BE A POST OFFICE BOX**)*

D. If amending the registered agent and/or registered office address in Florida, enter the name of the new registered agent and/or the new registered office address:

Name of New Registered Agent:

New Registered Office Address:

(Florida street address)

_____, Florida
(City) (Zip Code)

New Registered Agent's Signature, if changing Registered Agent:

I hereby accept the appointment as registered agent. I am familiar with and accept the obligations of the position.

Signature of New Registered Agent, if changing

If amending the Officers and/or Directors, enter the title and name of each officer/director being removed and title, name, and address of each Officer and/or Director being added:
(Attach additional sheets, if necessary)

<u>Title</u>	<u>Name</u>	<u>Address</u>	<u>Type of Action</u>
_____	_____	_____	☐ Add
		_____	☐ Remove

_____	_____	_____	☐ Add
		_____	☐ Remove

_____	_____	_____	☐ Add
		_____	☐ Remove

E. If amending or adding additional Articles, enter change(s) here:
(attach additional sheets, if necessary). (Be specific)

Article I will be changed as follows: The zip code 33940 is changed to 34103.

In the second Article VII(C) in the paragraph entitled "VOTE REQUIRED" in the first sentence after the words "of the voting interests" ADD THE FOLLOWING WORDS:
 "present in person or by proxy and voting".

The date of each amendment(s) adoption: March 25, 2010
(date of adoption is required)

Effective date if applicable: _____
(no more than 90 days after amendment file date)

Adoption of Amendment(s) **(CHECK ONE)**

- ☒ The amendment(s) was/were adopted by the members and the number of votes cast for the amendment(s) was/were sufficient for approval.
- ☐ There are no members or members entitled to vote on the amendment(s). The amendment(s) was/were adopted by the board of directors.

Dated 3.29.10

Signature _____

(By the chairman or vice chairman of the board, president or other officer-if directors have not been selected, by an incorporator – if in the hands of a receiver, trustee, or other court appointed fiduciary by that fiduciary)

Ron Bonebrake

(Typed or printed name of person signing)

President

(Title of person signing)

**FIRST AMENDMENT TO THE AMENDED AND RESTATED BYLAWS OF LIONS
GATE, A CONDOMINIUM**

The Amended and Restated Bylaws are amended as follows: (Additions indicated by underlining. Deletions indicated by ~~striking through~~.)

Section 1.1: Principal Office. The principal office of the Association is at 2919 Gulf Shore Boulevard North, Naples, Florida ~~33940~~34103.

