INSTR 4694318 OR 4797 PG 1147
RECORDED 5/15/2012 3:51 PM PAGES 4
DWIGHT E. BROCK, CLERK OF THE CIRCUIT COURT
COLLIER COUNTY FLORIDA
REC $35.50 INDX $3.00

THIS INSTRUMENT WAS PREPARED BY,
AND AFTER RECORDING RETURN TO:
Jason Hamilton Mikes, JD, MBA.
HAMILTON MIKES, P.A.
9130 Galleria Court, Suite 330
Naples, Florida 34109

CERTIFICATE OF AMENDMENT

Declarations of Condominium
For

COCONUT BAY I AT BRIDGEWATER BAY
COCONUT BAY II AT BRIDGEWATER BAY
TURTLE BAY I AT BRIDGEWATER BAY
TURTLE BAY II AT BRIDGEWATER BAY
TURTLE BAY III AT BRIDGEWATER BAY

AND

Articles of Incorporation
of
BRIDGEWATER BAY CARRIAGE HOMES ASSOCIATION, INC.

I, the undersigned President of Bridgewater Bay Carriage Homes Association, Inc. ("Association"), hereby certify that on Wednesday, March 21, 2012, at a duly-called and properly-noticed meeting of the Association members at which a quorum was present, the following amendments to the Declarations of Condominium for Coconut Bay I at Bridgewater Bay, Coconut Bay II at Bridgewater Bay, Turtle Bay I at Bridgewater Bay, Turtle Bay II at Bridgewater Bay and Turtle Bay III at Bridgewater Bay and the Articles of Incorporation of Bridgewater Bay Carriage Homes Association, Inc. were approved by the required voting interests of the Association:

Additions indicated by underlines
Deletions indicated by ~~strike-throughs~~

Declarations of Condominium
For

Coconut Bay I at Bridgewater Bay
Coconut Bay II at Bridgewater Bay
Turtle Bay I at Bridgewater Bay
Turtle Bay II at Bridgewater Bay
Turtle Bay III at Bridgewater Bay

Amendment No. 1; Sections 12.8

Section 12.8 of the Declaration of Condominium for Turtle Bay I at Bridgewater Bay

12.8 Motor Vehicles; Parking. Parking at the Condominium is restricted to private automobiles and passenger-type "mini-vans," jeeps and pick-up trucks having a capacity of no more than two (2) tons. Abandoned or inoperable automobiles or oversized vehicles of any kind shall not be stored or parked on any portion of the condominium property. "Abandoned or inoperable vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of three (3)

weeks or longer; provided however, this shall not include operable vehicles left on the condominium property by owners while on vacation. No commercial vehicles, campers, mobile homes, motor homes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers or house trailers shall be permitted to be parked or to be stored on the condominium property. For the purpose of this Section, "commercial vehicles"" shall mean those which are not designed and used for customary personal / family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The determination of the ~~Community~~ Association's Board of Directors as to the commercial nature of a vehicle shall be binding. Nothing in Section 12.8 shall prohibit the parking or storage by Owners of otherwise prohibited or restricted vehicles in an area within Bridgewater Bay designated and made available by the Community Association for said parking and storage, subject to all restrictions, rules and regulations imposed by the Board of Directors of the Community Association upon such parking and storage. However, the Board of Directors of the Association shall be authorized to adopt rules and regulations limiting the total number of vehicles that Owners, Tenants, Guests and other Occupants in the Condominium shall be able to park, keep or store within the Bridgewater Bay Community. Furthermore, the Board of Directors of the Association shall be authorized to deny any application for sale, lease or occupancy approval on the grounds that the prospective Occupant(s) intend to park, keep or store more than two (2) vehicles within the Bridgewater Bay Community. The prohibitions on parking contained above in this Section 12.8 shall not apply to temporary parking of commercial vehicles such as for construction use or providing pick-up and delivery and other commercial services. No parking on lawns shall be permitted. No vehicle shall be parked anywhere but in garages or on paved areas intended for that purpose, or as approved by the Community Association for construction purposes. ~~Nothing herein shall restrict Developer or its designees from placing, parking or storing vehicles that are engaged in any activity relating to construction, maintenance, sale or marketing of any units in the Condominium.~~

Section 12.8* of the Declarations of Condominium for *Coconut Bay I at Bridgewater Bay; Coconut Bay II at Bridgewater Bay; Turtle Bay II at Bridgewater Bay; Turtle Bay III at Bridgewater Bay

12.8 Motor Vehicles; Parking. Parking at the Condominium is restricted to private automobiles and passenger-type "mini-vans," jeeps and pick-up trucks having a capacity of no more than two (2) tons. Abandoned or inoperable automobiles or oversized vehicles of any kind shall not be stored or parked on any portion of the condominium property. "Abandoned or inoperable vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of three (3) weeks or longer; provided however, this shall not include operable vehicles left on the condominium property by owners while on vacation. No commercial vehicles, campers, mobile homes, motor homes, house trailers or trailers of every other description, recreational vehicles, boats, boat trailers or house trailers shall be permitted to be parked or to be stored on the condominium property. For the purpose of this Section, "commercial vehicles"" shall mean those which are not designed and used for customary personal / family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The ~~governing provisions of the Community Documents and the~~ determination of the Association's Board of Directors as to the commercial nature of a vehicle shall be binding. Nothing in Section 12.8 shall prohibit the parking or storage by Owners of

otherwise prohibited or restricted vehicles in an area within Bridgewater Bay designated and made available by the Community Association for said parking and storage, subject to all restrictions, rules and regulations imposed by the Board of Directors of the Community Association upon such parking and storage. However, the Board of Directors of the Association shall be authorized to adopt rules and regulations limiting the total number of vehicles that Owners, Tenants, Guests and other Occupants in the Condominium shall be able to park, keep or store within the Bridgewater Bay Community. Furthermore, the Board of Directors of the Association shall be authorized to deny any application for sale, lease or occupancy approval on the grounds that the prospective Occupant(s) intend to park, keep or store more than two (2) vehicles within the Bridgewater Bay Community. The prohibitions on parking contained above in this Section 12.8 shall not apply to temporary parking of commercial vehicles such as for construction use or providing pick-up and delivery and other commercial services. No parking on lawns shall be permitted. No vehicle shall be parked anywhere but in garages or on paved areas intended for that purpose, or as approved by the Community Association for construction purposes. ~~Nothing herein shall restrict Developer or its designees from placing, parking or storing vehicles that are engaged in any activity relating to construction, maintenance, sale or marketing of any units in the Condominium.~~

Articles of Incorporation
of
Bridgewater Bay Carriage Homes Association, Inc.

Amendment No. 1; Article IX

ARTICLE IX

INDEMNIFICATION: To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer and Board-appointed committee member of the Association against all expenses and liabilities, including attorney's fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer or Board-appointed committee member of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication establishes that his actions or omissions to act were material to the cause adjudicated and involved:

(A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor.

(B) A violation of criminal law, unless the Director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.

(C) A transaction from which the Director or officer derived an improper personal benefit.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled. ~~The indemnification hereby afforded to Directors and officers shall also extend to any other entity other than the Association found responsible or liable for the actions of such individuals in their capacity as Directors or officers, including, but not limited to Developer.~~

Dated this 28 day of MARCH, 2012.

Witnesses:

By: DUANE MOYER

By: Arlyn Rose

BRIDGEWATER BAY CARRIAGE HOMES ASSOCIATION, INC.

By: Alfred Giovanetti, Association President
3063 Horizon Lane #1503
Naples, Florida 34109

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF COLLIER

Subscribed before me this 28TH day of MARCH 2012, by Alfred Giovanetti, Association President, who is personally known to me.

Notary Public State of Florida
Jason Hamilton Mikes
My Commission DD892395
Expires 07/24/2013

NOTARY PUBLIC