

Prepared by and returned to:

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CERTIFICATE OF AMENDMENT
AMENDED AND RESTATED BYLAWS
OF
THE HERON AT PELICAN BAY CONDOMINIUM ASSOCIATION, INC.

I HEREBY CERTIFY that the following amendment to the Amended and Restated Bylaws of The Heron at Pelican Bay Condominium Association, Inc. was duly adopted by the Association membership at the duly noticed Special Members' Meeting of the Association on the 30th day of March 2015. Said amendment was approved by a proper percentage of voting interests of the Association. The Declaration of Condominium is recorded at O.R. Book 1026, Page 168 *et seq.*, of the Public Records of Collier County, Florida. The Amended and Restated Bylaws are recorded at O.R. Book 1930, Page 1637 *et seq.*, of the Public Records of Collier County, Florida.

Additions indicated by underlining.

Deletions indicated by ~~striking through~~.

Amendment: Article 10.1, Section (I) (New), Amended and Restated Bylaws

10. MAINTENANCE; LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS: The provisions of Section 5 of the Declaration governing responsibility for the protection, maintenance, repair and replacement of the condominium property, and restrictions on its alteration and improvement, shall be augmented by the following:

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

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(Section (A) through (H) Remain Unchanged)

(I) Notwithstanding any provision in the Declaration of Condominium, these Bylaws or any of the other Condominium Documents to the contrary, the Association, through the Board of Directors, shall have the authority to acquire and install water leak/discharge detection sensors ("sensors") in each unit and the common elements. The Board of Directors shall have the authority to determine the specifications for, as well as the manner and location of installation of the sensors, including, but not limited to the manner in which the sensors are activated, the manner in which the sensors attempt to prevent water leak/discharge events, and the manner in which the sensors provide notification within the unit or to the common elements of a water leak/discharge event. The cost of the acquisition and installation of the sensors, as well as their ongoing operation, maintenance, repair and replacement, is a common expense, and is shared by all unit owners in the percentages set forth in Exhibit C to the Declaration of Condominium (each apartment is allocated a 1/40th share). The Association, in connection with its statutory right of access pursuant to Section 718.111(5), Florida Statutes, has the right to enter units to operate, maintain, repair or replace the sensors, and also has the right (but not the duty) to enter units to address water leak/discharge events, whether same are detected by the sensors, or are otherwise discovered, and regardless of whether the source of the leak/discharge is an element which is the maintenance responsibility of the individual unit owner or the Association. In cases where the Association remediates water leak/discharge-related damage, and the source of the leak/discharge is an element which is the maintenance responsibility of the unit owner, as provided in Article 10.2 of these Bylaws, the unit owner shall be responsible for reimbursement of reasonable costs incurred by the Association, provided that same are not covered by the Association's insurance policy, and such costs shall be secured by a common law and/or contractual right of lien which shall be of equal dignity to, and may be foreclosed in the same manner as, the Association's lien for assessments, and as to which attaches interest, late fees, attorneys' fees, and costs and expenses of collection, in the same manner as the Association's assessment lien.

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. Except as otherwise provided in Section 10.3(E) below, 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.

(Remainder of Article 10 Remains Unchanged)
