


Instrument prepared by and after
recording return to:
Jennifer A. Nichols, Esq.
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(Space above line for recording information)

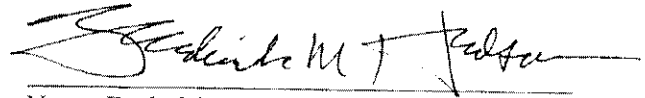
CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the President of The Chateau of Naples, Inc., a Florida corporation, not for profit, does hereby certify that the amendments to the Amended and Restated Declaration of Condominium of The Chateau of Naples, a Condominium, set forth on Exhibit "A" were approved and adopted by the required percentage of the members by written consents in lieu of casting a ballot at a duly-called meeting of the membership. The Declaration of Condominium of The Chateau of Naples, a Condominium, was originally recorded at O.R. Book 962, Page 576, et seq., Public Records of Collier County, Florida.


THE CHATEAU OF NAPLES, INC.
(SEAL)



Witness:
Print Name: Ursula Saunders



Name: Frederick M. Hudson
Title: President

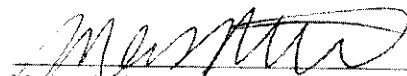


Witness:
Print Name: Matthew Fischer

STATE OF Maryland
COUNTY OF Baltimore

The foregoing instrument was acknowledged before me this 5th day of September, 2018, by Frederick M. Hudson, as President of The Chateau of Naples, Inc., the corporation described in the foregoing instrument and who is (FF) personally known to me or who has produced Drivers License as identification and acknowledged executing the same under authority vested in him/her by said corporation and the seal affixed thereto is the seal of said corporation.

MEISHA PITTMAN
NOTARY PUBLIC
BALTIMORE COUNTY
MARYLAND
My Commission Expires 08-14-2021



Notary Public
Print Name: Meisha Pittman
My Commission Expires: 08/14/2021

**PROPOSED AMENDMENTS
TO THE SECOND AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF THE CHATEAU OF NAPLES, A CONDOMINIUM**

Additions indicated by underlining.
Deletions indicated by ~~striketrough~~.

11.3. Other Unit Owner Responsibilities. The Unit Owner shall have the following responsibilities:

(A) Interior Decorating. Each Unit Owner is responsible for all decorating inside his or her own Unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.

(B) Flooring. All Units above the ground floor shall always have the floors covered with wall-to-wall carpeting installed over high quality padding, except carpeting is not required in kitchens, bathrooms, lanais, entryways, utility rooms and laundry rooms. An Owner who desires to install in place of carpeting any hard-surface floor covering (e.g. marble, slate, wood, ceramic tile, parquet) in the kitchen, bathroom, entryways, lanais, utility and laundry rooms shall also install a sound absorbent underlayment of such kind and quality as to substantially reduce the transmission of noise to adjoining Units. The installation of such hard-surface floor covering in ~~other areas of the Unit~~ any bedrooms or dens is prohibited. An Owner is permitted to install hard-surface floor covering in the bedroom hallways, living room and dining room only after receiving prior written approval of the Board of Directors based on the standards set forth below. The Board has the right to adopt further specifications and restrictions pertaining to the installation of hard-surface flooring. If the installation is made without prior approval or to prohibited areas, the Board may, in addition to exercising all the other remedies provided in this Declaration, require the Unit Owner to cover all such hard-surface flooring with carpeting, or require that removal of such hard-surface flooring at the expense of the offending Unit Owner.

Written approval by the Board for installation of hard-surface flooring is subject to the following conditions:

(i) The Unit Owner making the request to install hard-surface flooring shall provide evidence that underlayment and other flooring materials to be used complies with the approved Impact Isolation Coefficient (ΔIIC) requirements set forth in the chart below:

FLOORING MATERIAL	MINIMUM UNDERLAYMENT ΔIIC ¹
Ceramic Tile/Stone	29
Hardwood/Laminate	27
Resilient Flooring	25

¹ Underlayment materials with high ΔIIC performance are manufactured by such companies as Soundseal, Regupol, Pilteg, and Duro Acoustic but these are informational only and are not an endorsement or verification that use of such manufacturers will guarantee approval of certain materials.

(ii) The Owner installing hard-surface flooring shall provide evidence of compliance with the approved AICC rating through an acoustical test. The Owner is required to notify the Association's manager or designee of the timing of the work so an on-site inspection can be performed to insure compliance. Unit Owners who install hard-surface flooring shall agree to defend and indemnify the Association, its directors, officers, employees and agents against any claims made by other Unit Owners or other persons in connection with the installation of hard-surface flooring.

(iii) If a Unit Owner desires to use flooring or underlayment that differs from the standards listed above, the Unit Owner may request to have the Association's acoustical consultant review the full acoustical test report of the proposed flooring, underlayment or floating floor composition and determine acceptability. The Unit Owner requesting installation shall pay all expenses of the acoustical consultant.

(iv) The Board of Directors reserves the right to require Owners to use carpet, area rugs and runners on the hard surface flooring to reduce noise and mitigate sound transmission.

(v) Chairs and other moveable furniture placed on hard-surface flooring of any kind must have protective pads placed on furniture legs in order to reduce noise transmission.

(C) Window Coverings. The covering and appearance of windows and doors whether by draperies, shades, reflective film or other items, whether installed within or outside of the Unit, visible from the exterior of the Unit, shall be subject to the rules and regulations of the Association.

(D) Modifications and Alterations. If a Unit Owner makes any modifications, alterations, installations or additions to his or her Unit or the common elements (or limited common elements) or neglects to maintain, repair or replace those items for which the Unit Owner is responsible, the Unit Owner and his or her successors in title shall be financially responsible for the maintenance, repair, replacement and insurance of the modifications, installations, alterations or additions, as well as the cost of repairing any damage to the common elements or other Units resulting from same. The Unit Owner is further responsible for the cost of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other parts of the Condominium property for which the Association is responsible. Alterations, modifications, installations and additions to the Unit and common elements (including any limited common elements) must be approved by the Board of Directors.

(E) Use of Licensed and Insured Contractors; Construction Lien Law. Whenever a Unit Owner contracts for maintenance, repair, replacement, alteration, addition or improvement of any portion of the Unit or common elements (including Limited Common Elements) (hereinafter referred to as "Renovation" or "Remodeling"), whether with or without Association approval, such Owner shall be deemed to have warranted to the Association and its members that Owner's contractor(s) are properly licensed and fully insured and that the Owner will be financially responsible for any resulting damage to persons or property. The Unit Owner also agrees to comply with the

requirements of Chapter 713, Florida Statutes and to indemnify the Association and its members from any construction liens which may attach to common elements and which are attributable to work performed by or for the benefit of the Unit Owner. The Association shall have control over the placement of certain items by ~~the~~ any contractor, whether hired by the Association or an Owner, including without limitation the placement of the following: dumpsters, service vehicles, signage and any other tools or equipment used in the course of the contracted for project.

The Board may impose additional restrictions and adopt additional procedures from time to time to regulate the work of contractors at the Condominium.