

Prepared by and return to:
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**CERTIFICATE OF AMENDMENT
TO THE
FIRST AMENDED DECLARATION OF PROTECTIVE
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SOMERSET AT WINDSTAR**

I HEREBY CERTIFY that the following amendments to the First Amended Declaration of Protective Covenants, Conditions and Restrictions for Somerset at Windstar (the "Declaration") were duly adopted by the Association membership at the duly noticed Meeting of the Members on the 15th day of January, 2019. Said amendments were approved by a proper percentage of voting interests of the Association.

The original Declaration of Protective Covenants, Conditions and Restrictions for Somerset at Windstar was recorded January 19, 1989 at official Records Book 1410, Page 461, Collier County, Florida Public Records;

The First Amended Declaration containing the legal description of the Collier County, Florida real property subject to these amendments, was recorded at Official Records Book 4335 Page 0492 of the Public Records of Collier County, Florida, as amended.

Additions are underlined
Deletions are ~~stricken through~~

Article V Section 7 of the Declaration is hereby amended as follows:

7. A. The Association shall obtain and maintain in force insurance covering all the Common Areas (excluding vegetation) and all Association property ~~all permanent existing improvements in SOMERSET AT WINDSTAR~~ in amounts determined annually by the Board of Directors, ~~including common areas, residential parcels and exteriors of the private residential dwellings. The Association shall maintain this insurance because of the right to perform routine maintenance and the right to require non-routine maintenance, repairs and replacements of the exterior of the residential parcels and dwellings and because of the difficulty of apportionment of the costs of repair in the event of damage to a parcel or dwelling of more than a cosmetic nature and, to this extent, the Association is appointed agent of the parcel owners. The name of the insured shall be the Association and the parcel owners without naming them, and their mortgagees, as their interests shall appear.~~ The premiums for all such insurance shall be part of the "Common Expenses." ~~Should the costs of repair or rebuilding part or all of a residential~~

~~parcel or dwelling unit exceed the insurance proceeds, the excess shall be borne by the owner of the unit which is being repaired or rebuilt. Required coverage shall include:~~

1. ~~Property. Loss or damage by fire, extended coverage, vandalism and malicious mischief, and other hazard covered by what is commonly known as an "All Risk property contract. The Association shall not be obligated to insure the fixtures, improvements and personal contents on the interior of the residential dwelling units or residential parcels. The Association shall not be obligated to insure any alterations, additions or improvements made to a residential parcel.~~
2. ~~Flood. If the community is located in the category flood zone such that mortgagees it is required that the Association and owners to obtain flood insurance on its Common Areas and Association property, in amounts available and deemed adequate by the Board of Directors.~~
3. ~~Liability. Premises and operations liability for bodily injury and property damage for Common Areas and Association property in such limits of protection and with coverage as determined by the Board of Directors, with cross liability endorsement to cover liabilities of the owners as a group to an owner. The premiums for all such insurance shall be part of the "Common Expenses". Should the costs of repair or rebuilding part or all of a dwelling unit exceed the insurance proceeds, the excess shall be borne by the owner of the dwelling unit which is being repaired or rebuilt.~~
4. ~~Directors and Officers Liability.~~
5. ~~Worker's Compensation Insurance.~~
6. ~~Crime Insurance. Crime insurance that covers the theft of Association funds.~~
7. ~~Umbrella/Excess Policy.~~

B. ~~Each owner is responsible for maintaining liability and property insurance, including flood, if applicable, on his/her parcel and dwelling and property insurance for those portions of the parcel which are excluded from the Association's responsibilities as set forth herein. Each owner bears financial responsibility for any damage to his/her property or liability to others that would otherwise be covered by such insurance, including all risk, flood, liability, etc.~~

1. ~~In the event a residential dwelling unit is damaged or destroyed by a casualty such as fire, flood, hurricane, or other casualty, the owner shall cause repair or replacement to be commenced within ninety (90) days from the date that such~~

damage or destruction occurred, and to complete the repair or replacement within nine (9) months thereafter. All such repairs or replacements must restore the improvements to substantially their original character, design and condition, shall utilize and conform with the original foundation and appearance of the original improvements except as otherwise approved by the Board of Directors. The Board of Directors may based on its sole and exclusive discretion extend the time periods for reconstructions contained herein

2. Failure to Reconstruct. If the owner of any home fails to commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods provided for in Article V, Section 7(B)(1) above, the Association shall give written notice to the owner of his/her default. If after thirty (30) days the owner has not made satisfactory arrangements to meet his/her obligations, the Association shall be deemed to have been granted the right by the owner, as such owner's attorney-in-fact, to commence and/or complete the repairs sufficient to substantially restore improvements to their original condition, according to the plans and specifications of the original improvements. If the Association exercises the rights afforded to it by this section, which shall be in the sole discretion of the Board of Directors, the owner of the residential dwelling unit shall be deemed to have assigned to the Association any right he may have to insurance proceeds that may be available because of the damage or destruction of the improvement. The Association shall have the right to recover from the owner any costs not paid by insurance, and shall have a lien on the residential parcel and residential dwelling unit to secure payment.

~~C. All policies purchased by the Association shall be for the benefit of the Association, the owners and their mortgagees, and all proceeds shall be payable to the Association. The duty of the Association shall be to receive such proceeds as are paid, and to hold the same in trust and disburse them for the purposes stated herein. The Association is hereby irrevocably appointed as agent for each owner to adjust all claims arising under these policies for damage or loss to those portions of the community within the Association's insurance responsibility. The Board of Directors shall obtain and keep in force the insurance coverage which it is required to carry by law and under this Declaration, 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 and the owners without naming them, and their mortgagees, as their interests shall appear. To the extent permitted by law, the Association may self-insure.~~

**SOMERSET AT WINDSTAR
HOMEOWNERS ASSOCIATION, INC.,**
A Florida not for profit corporation

WITNESSES



Signature of First Witness

ROBERT B. MILLER

Printed Name of First Witness



By: Cheryl O'Shea Mola

Title: President



Signature of Second Witness

DONNA LESSARD

Printed Name of Second Witness

STATE OF FLORIDA
COUNTY OF COLLIER

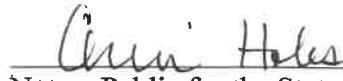
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, Cheryl O'Shea Mola, as President of Somerset at Windstar Homeowners Association, Inc., who is [] personally known to me or [] has produced her Driver License as identification and who executed the foregoing instrument and acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 18 day of March, 2019.

(NOTARY STAMP/SEAL)



Cerin Holes
Commission # GG165170
Expires: January 2, 2022
Bonded thru Aaron Notary

 (SEAL)
Notary Public for the State of Florida
Print Name: Cerin Holes
My Commission Expires: January 2, 2022