

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
05/29/2002 at 10:20AM DWIGHT B. BROCK, CLERK
REC FEE 15.00

Retn:
SWALM & BOURGEOU
2375 TAMAMI TR N #308
NAPLES FL 34103

(reserved for use by Clerk of Court)

CERTIFICATE OF AMENDMENT

This Amendment is made this 21 day of May, 2002, by NTC Development, Ltd., a Florida limited partnership(the "Declarant").

WHEREAS the Declarant has recorded a Declaration and General Protective Covenants, Conditions and Restrictions for Carlton Lakes in O.R. Book 2187, Pages 586 *et seq.*, and amended and restated in O.R. Book 2270, Page 2320 of the Public Records of Collier County, Florida (the "Declaration"); and

WHEREAS Section 18.10 of the Declaration reserves the right to the Declarant to make amendments to the Declaration and its recorded exhibits for as long as Declarant owns any Lots it is offering for sale in the ordinary course of business in Carlton Lakes; and

WHEREAS, the Declarant is the owner of Lots for sale in the ordinary course of business in Carlton Lakes; and

WHEREAS, the Declarant wishes to amend various sections of said Declaration.

NOW THEREFORE, Declarant, hereby amends the aforesaid Declaration and the amendments are attached hereto and recorded herewith.

IN WITNESS WHEREOF, the Declarant hereby executes this Declaration by and through its duly authorized officer.

IN THE PRESENCE OF:

NTC DEVELOPMENT, LTD.
a Florida limited partnership

[Signature]
Witness No. 1
C. Perry Peoples
Printed Name

By: SW Florida Partners, Inc.
a Florida corporation, its general partner

[Signature]
Witness No. 2
Justin P. Watkinson
Printed Name

By: [Signature]
Christopher Claussen, Vice President

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 21 day of May, 2002, by Christopher Claussen, Vice President of SW Florida Partners, Inc., a Florida corporation, General Partner of NTC Development, Ltd., a Florida limited partnership, on behalf of the corporation and the partnership. He is personally known to me.

[Signature]
Notary Public
Printed Name C. Perry Peoples
Commission No. _____

(SEAL)



SWALM & BOURGEOU, P.A.
Attorneys at Law
2375 Tamiami Trail North, Suite 308
Naples, Florida 34103

AMENDMENTS

The Declaration and General Protective Covenants, Conditions and Restrictions of Carlton Lakes shall be amended as follows:

Note: New language is underlined; language being deleted is shown in ~~struck-through~~ type.

1. Section 3.9 of the Declaration shall be amended to read as follows:

3.9 "Developer" means NTC Development, Ltd., a Florida limited partnership, or any other developer, including Carlton Lakes, L.L.C., a Florida limited liability company, to which the Declarant specifically assigns any rights it may have under this Declaration to develop property within the Community.

2. Section 7.23 of the Declaration shall be amended to read as follows:

7.23 Assignment of Approval Rights. At such time as neither Declarant nor any subsequent developer is offering any Parcels or Living Units in the Community for sale in the ordinary course of business, or at such earlier time as Declarant may determine, all rights of Declarant, or subsequent Developer to approve or disapprove any activity, construction, alteration or other material change in the function or the appearance of the physical property in the Community shall automatically devolve upon and be deemed assigned to the ARC. Simultaneously all other approval powers of the Declarant shall automatically devolve upon and become the responsibility of the Board of Directors. As long as any Developer offers units for sale in the ordinary course of business, the ARC shall have no authority over such activity.

3. Section 10.2 of the Declaration shall be amended to read as follows:

10.2 Conveyance and Use. Declarant will initially hold legal title to the Common Areas. Not later than sixty (60) days after the date when members first elect a majority of the Board of Directors, the Declarant shall convey the Common Areas to the Master Association by special warranty deed, and the Master Association shall accept such conveyance, subject to taxes for the year of conveyance (if any) and to mortgages, restrictions, limitations, conditions, reservations and easements of record. The Declarant may, however, convey title at any earlier time the Declarant chooses. Commencing with the date this Declaration is recorded in the Public Records of the County, the Master Association shall be responsible for the maintenance and administration of all areas and facilities designated by the Declarant or Developer as Common Areas, and for the payment of any ad valorem taxes properly payable from and after the date of such recordation. Declarant or Developer shall have the right from time to time to enter upon the Common Areas during periods of construction upon adjacent property and for the purpose of construction of any facilities on the Common Areas that Declarant elects to build.

4. Section 11.2 of the Declaration shall be amended to read as follows:

11.2 Declarant's Assessments. The assessment and lien provisions of this Section 11 shall not apply to any Parcel, Living Unit or Tract owned by Declarant or by any Developer succeeding to all or a portion of Declarant's rights herein, including Carlton Lakes, L.L.C., whether by assignment, in reorganization, or by other arrangement. *Exception:* the obligation and covenant to pay assessments as provided in this Section 11 shall apply to a Living Unit or Parcel owned by the Declarant or a Developer upon the occurrence of any one of the following events:

5. Section 5.1 of the Declaration shall be amended to read as follows:

15.1 Sales Activity. While one or more Parcels or Living Units are being offered in good faith for sale in the ordinary course of business, the Declarant and each Developer shall have the right to use those Parcels or Living Units and the Common Areas or Neighborhood Common Areas (including all recreational facilities) to establish, modify, maintain and utilize, as it and they deem appropriate, model Living Units, sales offices, or other functions related to selling or providing warranty services to any part of the Community. No owner or Neighborhood Association may unreasonably interfere with, or do anything detrimental to, the Declarant's or Developer's sales efforts. Without limiting the generality of the foregoing, the Declarant, Developer and their its designees may show model Living Units or the Common Areas to prospective purchasers or tenants, advertise, erect signs, maintain temporary structure, conduct promotional activities and special events, and take all other action reasonably expected to be helpful for sales, leases and the promotion of Carlton Lakes.

6. Section 15.5, Paragraph (C) of the Declaration shall be amended to read as follows:

15.5 Miscellaneous.

(C) The Declarant or Developer has the right to replat undeveloped portions of Carlton Lakes without the joinder or consent of any owner or Association.

7. Section 15.6 of the Declaration shall be amended to read as follows:

15.6 Additions or Withdrawals of Property. Declarant or Developer shall have the right and the power, but neither the duty nor the obligation, to record instruments bringing additional lands within the Community and subjecting those lands to the protective covenants, conditions, restrictions and other provisions in this Declaration. The Declarant also reserves the right in its sole discretion to withdraw property from submission to this Declaration by amending said Declaration, except that the Declarant shall not be permitted to withdraw any property after it has been conveyed to an owner other than the Declarant, without the joinder of the owner.