

Prepared By & Return To:
Thomas E. Maloney, Esq.
Quarles & Brady
4501 Tamiami Trail North, Suite 300
Naples, FL. 34103

Re: **QUARLES & BRADY**
4501 TAMAMI TR N #300
NAPLES FL 34103 3060

CERTIFICATE OF AMENDMENT

The undersigned officers of Wiggins Bay Foundation, Inc., a Florida Not For Profit Corporation, do hereby certify that the attached Amendments to the Wiggins Bay Declaration of Covenants (pertaining to the Annual Assessment and Cable Television) were voted upon by the membership in accordance with procedural requirements, and that such Amendments were duly adopted by the necessary vote and are now in effect.

Dated this 11th day of AUGUST, 1997.

WIGGINS BAY FOUNDATION, INC.
A Florida Not For Profit
Corporation

BY: Matthew J. Loiacano
Matthew J. Loiacano, President

BY: Antonia Higgs
Antonia Higgs, Secretary

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me on the 11 day of August, 1997, by Matthew J. Loiacano and Antonia Higgs, as President and Secretary, respectively, who are ☒ personally known to me, or ☐ have produced as identification (check one).

Carol Ann Antfeld
Notary Public
Print Name of Notary Public
My Commission Expires

NAP\128009.01



CAROL ANN ANTfeld
MY COMMISSION # CC378217 EXPIRES
June 17, 1998
BONDED THRU TRISTY FAIR INSURANCE, INC.

ANNUAL ASSESSMENTS

1. Paragraph (b) under Article VI, 06.01 is hereby amended as follows:

(b) In order to maintain an equilibrium, or assessment balance, between developed and undeveloped properties, and between commercial and residential properties, the annual assessment made by the Foundation against properties subject to assessment shall be made in accordance with the following rules:

(1) The annual assessment against undeveloped properties (residential and commercial) and against developed commercial properties, shall be calculated by multiplying the assessed value of the property as established by the Collier County Tax Assessor for the preceding year, by the uniform millage rate annually established by the Board of Directors of the Foundation.

(2) The annual assessment made by the Foundation against developed residential property shall, as an aggregate, also utilize the assessed value of such property as established by the Collier County Tax Assessor for the preceding year; however, the annual Foundation assessment for each completed residential unit shall be equal. Thus, the method by which the annual assessment for completed residential units shall be calculated shall be as follows:

- i. The aggregate assessed value for all completed residential units subject to assessment shall be established by reference to the assessed value placed upon such aggregate residential units by the Collier County Tax Assessor for the preceding year.
- ii. The aggregate assessed value shall be multiplied by the uniform millage rate annually established by the Board of Directors of the Foundation.
- iii. The total dollar amount established by the calculation described in the next

previous paragraph, i.e., paragraph 6.01(b)(2)ii, shall be divided by the total number of completed residential units subject to assessments so that all completed residential units shall pay an equal annual assessment.

(3) The annual uniform millage rate established by the Board of Directors shall be the same for all properties subject to assessment. The annual uniform millage rate shall be established by the Board by the following method:

- i. Prior to January 1 of each year, the Board shall adopt a budget for the upcoming year, which budget shall establish the amount of money needed to operate the Foundation for such year.
- ii. The Board shall divide the needed dollar amount, as established by the budget, by the total assessed value for all properties subject to assessment so as to establish a uniform assessment rate.

Thus, by way of example, if the Board adopted a budget of \$180,000.00, and the total assessed value of all property subject to assessment was \$32,000,000.00, the uniform assessment rate would be .0056.

Residential Units shall be treated as developed or completed for assessment purposes if the tax assessor's office assessed such units individually in the preceding year.

Notwithstanding any other provision in this paragraph (b), the Declarant's assessment obligation shall continue to be determined pursuant to Article VI, 6.02.

2. The following Article IX is hereby added to the Wiggins Bay Declaration of Covenants:

ARTICLE IX

CABLE TELEVISION

The Foundation's Board of Directors shall have the power to enter into contracts with providers of cable television and related services. In the event the Foundation's Board determines that it is advisable to enter into a contract with a cable television provider, the Board shall have the power to enter into said contract and the power to make assessments against its members to enable the Foundation to meet its contractual obligations to such providers. Since it is generally important in obtaining the best price for such services (a bulk rate), that the Foundation be committed to pay a fee for basic service for each residential unit, whether or not every residential unit owner wishes to utilize said service, the Foundation Board shall have the power to enter into such contracts and to make assessments against residential units which are offered said services, whether the owners of such residential units accept such services or not. In the event the Foundation Board enters into such a contract, the payment of the assessment by each residential unit for which the Foundation is obligated to pay a fee shall not be elective for the owner of said residential unit. Rather, said residential unit shall be subject to said assessment in the same manner that it is subject to other assessments by the Foundation.

Since the benefit of a bulk cable contract will inure solely to the benefit of completed residential units, any assessment made by the Foundation to meet its contract obligations with the cable provider will be paid solely by owners of completed residential units within the property made subject to the Wiggins Bay Declaration. The authority given by this Article IX shall be limited to "basic" service contracts and any service in excess of basic service shall be on an elective basis and shall be strictly between the cable provider and the unit owner, and the Foundation shall not be involved in collecting fees for such service.