

Prepared by and return to:  
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239-331-5100

**CERTIFICATE OF AMENDMENT TO THE  
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR BONITA BEACH  
CLUB, A CONDOMINIUM  
AND THE AMENDED AND RESTATED BYLAWS FOR  
BONITA BEACH CLUB ASSOCIATION, INC.**

I HEREBY CERTIFY that the following amendments to the Amended and Restated Declaration of Condominium for Bonita Beach Club, a Condominium and the Amended and Restated Bylaws for the Bonita Beach Club Association, Inc. were duly approved and adopted by the membership of Bonita Beach Club Association, Inc., at the duly noticed Special Members Meeting, at which a quorum was present, originally held on the 17th day of June, 2021 and later reconvened on the 15th day of July, 2021.

The original Declaration of Condominium for Bonita Beach Club a Condominium including the legal description of the Lee County, Florida real property subject for this amendment was originally recorded in Official Records Book 1239, Page 437 *et seq.*, Public Records of Lee County, Florida.

Additions are underlined  
Deletions are ~~stricken~~

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**1. Section 4.7 of the Amended and Restated Declaration is hereby amended as follows:**

**4.7 COMMON EXPENSES** – All expenses and assessments properly incurred by the Association for the Condominium and such expenses as may be declared to be common expenses by this Declaration. Specifically, the expenses of providing ~~eable television and other cable or SMATV (Satellite Master Antenna Television)~~ Cable and Internet related delivered services to the Condominium under a bulk services contract or by the Association shall be a common expense unless Florida law provides otherwise.

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**2. Section 4.12 of the Amended and Restated Declaration is hereby amended as follows:**

**4.12 FAMILY** – means one natural person or a group of two or more natural persons each of whom is related to each of the others by blood, marriage or adoption; or not more than two persons not so related, who reside together as a single housekeeping unit.

**4.12.1 IMMEDIATE FAMILY** includes grandparents, parents, children, grandchildren, siblings (and the spouses of these listed groups) of the Unit Owner or Unit Owner's spouse.

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**3. Section 4.13 of the Amended and Restated Declaration is hereby amended as follows:**

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**4.13 GUEST** – means any person who is physically present in or occupies a unit on a temporary basis at the invitation of the unit owner without the payment of consideration.

**4.13.1 GUEST'S GUEST** – Any person who is physically present in or occupies a unit while the guest is also present, at the invitation of the guest.

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**4. Section 4.15 of the Amended and Restated Declaration is hereby amended as follows:**

**4.15 LEASE** – means the grant by a unit owner of a temporary right of use of the owner's unit for valuable consideration.

**4.15.1 RENTER** – Any person whom the unit owner allows to be physically present in or to occupy his/her unit in exchange for the receipt of valuable consideration. A renter can also be referred to as a LESSEE.

**4.15.2 RENTER'S GUEST** – Any person who is physically present in or occupies a unit while the renter is also present, at the invitation of the renter.

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**5. Section 6.3.4 of the Amended and Restated Declaration is hereby added as follows:**

**6.3.4** Should a plumbing or piping leak occur in a pipe that serves only the particular unit, whether located inside or outside the unit, the unit owner is authorized to contract with his or her own licensed and insured plumber to repair the leak. All repairs must be completed no later than ten (10) days of discovery of the leak or owner notification of the leak by the Association, whichever occurs first.

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**6. Section 12.4 of the Amended and Restated Declaration is hereby amended as follows:**

**12.4 LEASING OF UNITS** – Each unit is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests and ~~invitees~~ renters.

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**7. Section 2.4.3 of the Amended and Restated Bylaws is hereby amended as follows:**

**2.4.3** There is no quorum requirement or minimum number of votes necessary in the election of Directors and elections shall be decided by a plurality of those votes cast. Cumulative ~~and~~ bullet voting is prohibited.

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**8. Section 4.13 of the Amended and Restated Bylaws is hereby amended as follows:**

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4.13 CONTRACTS FOR PRODUCTS AND SERVICES – All contracts for the purchase, lease or renting of materials or equipment or for services, or any contract that is not to be fully performed within one year, shall be in writing. All contracts which require payment greater than \$5,000 shall be approved by the Board of Directors. Additionally, any such contract which requires payment exceeding \$5,000.00 one percent (1%) of the fiscal year's total operating budget, excluding the reserves budget, except for contracts with employees of the Association, attorneys, and accountants, the Association shall obtain three competitive bids unless the products and services are needed as the result of an emergency or unless the desired supplier is the only source of supply within the County. The Association need not accept the lowest bid.

**BONITA BEACH CLUB  
ASSOCIATION, INC.**  
A Florida not for profit corporation

Witnesses:

[Signature]  
(Signature of Witness #1)

Lisa Swanson  
(Print Name of Witness #1)

[Signature]  
(Signature of Witness #2)

STEVE C. BUTTS  
(Print Name of Witness #2)

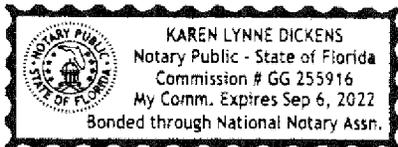
[Signature]  
By: Cheryl Newell, President

STATE OF Florida  
COUNTY OF Lee

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, by means of [ ] physical presence or [ ] online notarization, appeared Cheryl Newell, as President of Bonita Beach Club Association, Inc. who is personally known to me or has produced her Driver's 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 29th day of July 2021.

(NOTARY STAMP/SEAL)



[Signature] (SEAL)  
Notary Public for the State of Florida  
Print Name: Karen Lynne Dickens  
My Commission Expires: 9/6/2022

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