

Kevin C. Karnes, Lee County Clerk of the Circuit Court & Comptroller
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Prepared by and return to:
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CERTIFICATE OF AMENDMENT
to the
DECLARATION OF CONDOMINIUM
of
BAY HARBOR CLUB, A CONDOMINIUM

I HEREBY CERTIFY that the following amendments to the Declaration of Condominium of Bay Harbor Club, A Condominium, attached as Exhibit "A," were duly approved and adopted by the membership of Bay Harbor Club of Bonita Beach Condominium Association, Inc., at the duly noticed Meeting of the Members called for that purpose, at which a quorum was present, held on the 24th of February 2025.

The original Declaration of Bay Harbor Club, A Condominium, including the legal description of the Lee County, Florida property subject to this amendment was recorded on November 1, 1983, at Official Records Book 1696, Page 227, *et seq.*, of the Public Records of Lee County, Florida, as amended.

WITNESSES:




Signature
James R. Penacocha III

Print Name
320 Croydon Lakes Dr.

Hydrex, TX 76226

Address



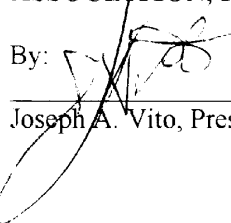
Signature
Sarah Santoro

Print Name
3250 Bonita Beach Rd

Bonita Springs, FL 34134

Address

**BAY HARBOR CLUB OF BONITA
BEACH CONDOMINIUM
ASSOCIATION, INC**

By: 

Joseph A. Vito, President

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**STATE OF FLORIDA
COUNTY OF LEE**

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared [☒] in person or [☐] virtual attendance, Joseph A. Vito, as President of Bay Harbor Club of Bonita Beach Condominium Association, Inc., who is [☐] personally known to me or [☒] has produced his Driver License, as identification, and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid the 12 day of March 2025.

(NOTARY STAMP SEAL)



Rachelle Stalling (SEAL)
Notary Public for the State of Florida

Print Name: Rachelle Stalling

My Commission Expires: February 10, 2027

EXHIBIT "A"**AMENDMENTS TO THE DECLARATION OF CONDOMINIUM OF BAY HARBOR CLUB,
A CONDOMINIUM**

Additions are underlined

Deletions are ~~stricken through~~

1. Article 5, Section 5(G)(.2)(iii) of the Declaration of Condominium is hereby created in its entirety to provide as follows:

G. MAINTENANCE - the responsibility for the maintenance of a Unit shall be as follows:

...

(.2) BY THE UNIT OWNER - the responsibility of the Unit Owner shall be as follows:

...

(iii) In order to protect the buildings of the community and to benefit all owners, on or before December 31, 2026, all Unit Owners shall install hurricane shutters and/or glass enclosures (e.g., lanai glass, sliders, windows) which meet minimum technical and architectural specifications adopted by the Board for any opening that would provide for the complete hardening of the condominium buildings, based on recommendations from a licensed professional. The specifications adopted by the Board shall, at a minimum and without limitation, require shutters or impact glass and doors which satisfy the requirements of the Florida Building Code (2023). In the event existing hurricane shutters and/or glass enclosures presently meet the Board's minimum specifications as of December 31, 2026, the Unit Owner shall be deemed to have satisfied the replacement requirements of this Section 5(G)(.2)(iii). If an Owner fails to timely replace or install the Unit's windows, lanai glass enclosures, sliding glass doors and/or hurricane shutters as required herein, the Association may enforce the same in accordance with this Declaration.

2. Article 11 (Conveyance, Disposition, Financing) Sections 11(A), 11(B), and 11(C) are deleted in their entirety and replaced with the following 11(A) through 11(C). *Substantial rewording of Article 11 of Declaration of Condominium. See Article 11 for present text.*

A. LEASING. The Board of Directors has the right but not the obligation to approve leases for Units. If the Board chooses to exercise its right to approve leases, it shall apply the good cause reasons to disapprove a lease / rental of a unit listed in subparagraph (vii) below, which shall apply to all leases submitted for approval subsequent to the adoption of this amendment. However, in all cases, the requirements of this Section 11(A) shall apply to any lease for a Unit in the Condominium. The minimum allowable lease period shall be thirty (30) consecutive days or one (1) full month. No Unit may be leased more than six (6) times in any one (1) calendar year and in no event shall a Unit be leased for an aggregate of more than one year or three hundred sixty-five

or three hundred sixty-six (365 / 366) days. All leases are subject to the following restrictions and conditions:

(i) The lease must be written, and a fully executed copy must be provided to the Association in advance of the beginning of the lease term as required by the Association from time to time, together with an application fee and such other information about the lessees as the Board may reasonably require.

(ii) No subleasing or assignment of lease rights is allowed.

(iii) Units must be leased in their entirety. Leasing a portion of the Unit is prohibited.

(iv) All of the provisions of the Condominium Documents and the Rules and Regulations of the Association shall be applicable to and enforceable against any person occupying a Unit as a lessee or guest, to the same extent as against an Owner, and a covenant on the part of each occupant to abide by the Association's Rules and Regulations and the provisions of the Condominium Documents, designating the Association as the Owner's agent, with the authority to terminate any lease and evict the lessee in the event of violations by the lessee of such covenant, shall be deemed to be included in every lease whether oral or written, and whether specifically expressed in such lease or not. Any lease entered into without notice, or otherwise in violation of the above provisions shall, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee by summary proceedings without securing consent to such eviction from the Owner. The Association may require a form of addendum approved by the Board from time to time and to be incorporated into the terms of any unit lease agreement as a further condition of approval and which may provide additional protections for the Association and its owners.

(v) Applications for approval of a lease must be provided no less than thirty (30) days prior to the lease occupancy date, or such lesser period as the Board may allow in a particular case for good cause shown by the Owner. An application for approval of a lease is automatically approved if not approved or denied within such 30-day period.

(vi) The Board of Directors is further authorized to supplement and adopt additional Rules and Regulations concerning the leasing of Units which are not expressly contrary to the provisions of this Section 11(A).

(vii) GOOD CAUSE REASONS TO DISAPPROVE A LEASE / RENTAL OF A UNIT

1. The unit owner is delinquent in the payment of assessments or other monetary amounts owed to the Association at the time the application is considered, with at least one delinquency notice having been sent to the unit owner prior to receipt of the application;

2. The application on its face indicates that the persons seeking approval or the proposed lessee or occupants intend to conduct themselves in a manner inconsistent with the covenants and restrictions applicable to the condominium;

3. The prospective lessee or any of the proposed occupants under the lease have been convicted of a felony involving violence to persons or property, a felony involving the sale or possession of a controlled substance, or a felony demonstrating that the lessee or occupant is a potential danger to other community residents;

4. The lessee or any of the proposed occupants under the lease, during previous occupancy at Bay Harbor Club, have evidenced an attitude of disregard for the Declaration of Condominium or the Rules and Regulations of the Association;

5. The prospective lessee or any of the proposed occupants under the lease give false or incomplete information to the Board as part of the application procedure, or the required application fees are not paid;

6. The owner fails to give proper notice to the Board of the intention to lease such unit;
or

7. The proposed lessee(s) occupy the unit before approval has been granted by the Association.

B. TRANSFER OF OWNERSHIP OF UNITS. The Board of Directors has the right but not the obligation to approve or deny all transfers of a Unit. If the Board chooses to exercise its right to approve or deny transfers, it shall apply the good cause reasons to disapprove a purchase / transfer of a unit listed in subparagraph (vi) below, which shall apply to all transfers submitted for approval subsequent to the adoption of this amendment. Except as provided in subparagraph (i) below, the Board of Directors shall not have authority to approve a transfer of a Unit by devise or inheritance.

(i) If any Unit Owner acquires his or her title by devise or inheritance, his or her right to occupy or use the Unit after the transfer shall be subject to the approval of the Board, which shall apply the good cause reasons to disapprove a purchase / transfer of a unit listed in subparagraph (vi) below. The approval shall not be denied to any devisee or heir who was the prior Owner's lawful spouse at the time of death or was related to the Owner by blood or adoption within the first degree.

(ii) The Board is authorized to adopt restrictions on the forms of ownership which restrictions may include, without limitation, the requirement of a trust or artificial entity to appoint a primary occupant with restrictions on the rights, manner, and frequency of changing any such primary occupant.

(iii) Whenever herein the Association's approval is required to allow the sale or other transfer of an interest in a Unit, or the occupancy of a Unit transferred by devise or inheritance, the Association may charge the Owner a pre-set fee for processing the application, such fee not to exceed the maximum amount allowed by law. A separate fee may be charged for each person who is intending to be a record title holder, except that only a single fee may be charged to a married couple, and no extra fee may be charged for minor children.

(iv) The Association declares that the ownership, in whole, in part, directly or indirectly, of more than two (2) Units in the Condominium at the same time by the same person,

spouse, partnership, corporation, trust or other entity violates the private residential, non-transient purposes and character of the Condominium and is prohibited. No natural person, or artificial entity (including, but not limited to, corporations, limited liability companies, partnerships, or trust(s), or any officer, director, member, general partner, limited partner, beneficiary, trustee, or principal thereof, may hold a legal, equitable or contractual interest in more than two (2) Units within the Condominium at the same time. Nor shall any artificial entity that has officers, directors, shareholders, members, beneficiaries, trustees, etc., in common with any other artificial entity, or individual Unit Owner hold an interest in more than two (2) Units within the Condominium at the same time. Further, no person who is related to a Unit Owner (by blood, marriage, or adoption) or who has contractual relationships with another Unit Owner and who the Board reasonably believes is purchasing the Unit for or on behalf of said Unit Owner that already owns two (2) Units, shall be permitted to own a Unit, unless the purchaser acquires and actually uses said Unit as a bone fide residence. (The intent of the foregoing sentence is to prohibit persons from acting as a "front" or "straw man" in order to allow a person or entity to purchase more than two (2) Units.) By way of example if a person owns two Units and wishes to purchase a third Unit or has an interest, directly or indirectly, in a corporation, trust, partnership or other entity seeking to purchase a Unit or has a contractual or familial relationship with the person or entity that is seeking to purchase a Unit, the transaction is prohibited. Any Unit Owner who owns more than two (2) Units as of the date this provision is recorded in the Public Records of Lee County, Florida shall be allowed to retain such Ownership interest and are "grandfathered," as to those Units owned on said date but shall not be allowed to purchase additional Units beyond the number presently owned.

(v) Applications for approval of a sale / purchase must be provided no less than thirty (30) days prior to the proposed closing date, or such lesser period as the Board may allow in a particular case for good cause shown by the Owner.

(vi) GOOD CAUSE REASONS TO DISAPPROVE A SALE / PURCHASE / OCCUPANT OF A UNIT

1. The application on its face indicates that the persons seeking approval or the proposed occupants after the sale / transfer intend to conduct themselves in a manner inconsistent with the covenants and restrictions applicable to the condominium;

2. The prospective purchaser (or any of them, if more than one) has been convicted of a felony involving violence to persons or property, a felony involving the sale or possession of a controlled substance, or a felony demonstrating that the lessee or occupant is a potential danger to other community residents;

3. The prospective purchaser or any of the proposed occupants after the sale / transfer give false or incomplete information to the Board as part of the application procedure, or the required application fees are not paid;

4. The current owner fails to give proper notice to the Board of his/her intention to sell / transfer the unit; or

5. Consummating a sale or transfer and conveying title before obtaining the Association's approval as required in the Declaration and herein.

C. UNAPPROVED TRANSFERS. Any sale or transfer or occupation which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board. The Association is not obligated to provide an alternate purchaser if the transaction is denied for good cause.