

Prepared by and return to:
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8950 Fontana Del Sol Way, First Floor
Naples, Florida 34109

CERTIFICATE OF AMENDMENT

TO THE

**DECLARATION OF CONDOMINIUM OF
BAY HARBOR CLUB, A CONDOMINIUM**

AND

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

A Florida not for profit corporation

AND

**ARTICLES OF INCORPORATION OF
BAY HARBOR CLUB OF BONITA BEACH CONDOMINIUM ASSOCIATION, INC.**

A Florida not for profit corporation

THE UNDERSIGNED, being the duly elected President of Bay Harbor Club of Bonita Beach Condominium Association, Inc., a Florida not-for-profit corporation, do hereby certify that at a duly called meeting of the members was held on March 6, 2017, where a quorum was present, after due notice, the resolution set forth below was approved and adopted by the votes indicated for the purposes of amending the Declaration of Condominium of Bay Harbor Club of Bonita Beach, a Condominium, the By-Laws of Bay Harbor Club of Bonita Beach Condominium Association, Inc., a Florida not-for-profit corporation and the Articles of Incorporation of Bay Harbor Club of Bonita Beach Condominium Association, Inc., as originally recorded at Official Records Book 1696, Pages 227 through 322, *et seq.*, of the Public Records of Lee County, Florida, as amended.

The following resolution was approved by at least 66-2/3% of the membership of the Board of Directors and at least 66-2/3% of the votes of the membership of the Association.

RESOLVED: That the Declaration of Condominium of Bay Harbor Club of Bonita Beach, a Condominium, the By-Laws of Bay Harbor Club of Bonita Beach Condominium Association, Inc., a Florida not-for-profit corporation and the Articles of Incorporation of Bay Harbor Club of Bonita Beach Condominium Association, Inc., be and is hereby amended, and the amendments are adopted in the form hereto and made apart hereof; and it is further

Additions are underlined
Deletions are ~~stricken through~~

A. AMENDMENTS TO DECLARATION OF CONDOMINIUM

(1) Article 1 of the Declaration is hereby amended as follows:

1. SUBMISSION TO CONDOMINIUM – The lands located in Lee County, Florida, all improvements constructed upon said lands as well as all easements including, but not limited to, the Gulf of Mexico accessway easement, utility easements, sewage and drainage easements and ingress and egress serving the entire BAY HARBOR CLUB COMPLEX in the manner provided by the Florida Condominium Act as the same may be amended from time to time. All of the foregoing, more particularly described in Exhibit B, Sheet 1 of 6 and on Sheet 3 of 6 as “PHASE I – BAY HARBOR CLUB, A CONDOMINIUM”

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(2) Article 5, Section (H) of the Declaration is hereby amended as follows:

H. ALTERATION AND IMPROVEMENT - No owner shall make any alterations in the portions of the improvements which are to be maintained by the Association or remove any portion thereof or make any additions thereto, or do any work which would jeopardize the safety or soundness of the building, or impair any easements. The protection, maintenance, repair, insurance and replacement of the common elements and association property is the responsibility of the Association and the cost is a common expense. Beyond this function, the Association shall not otherwise make any material alteration of, or substantial additions to, the common elements or the real property owned by the Association without prior approval of at least two-thirds (2/3) of the voting interests present in person or by proxy, and voting, at a meeting of the members at which a quorum is present. Work that is reasonably necessary to protect, maintain, repair, replace, or insure the common elements or Association property or to comply with any local, state, or federal law or regulation shall not be considered a material alteration or substantial addition to the common elements, and no prior Unit owner approval is required.

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(3) Article 13, Sections (C) and (D) of the Declaration are hereby amended as follows:

C. REGULAR AMENDMENTS - An amendment which does not (a) change the configuration or size of any condominium unit in any material fashion, (b) materially alter or modify the appurtenances to such unit, or (c) change the proportion or percentage by which the owner of the parcel shares the common expenses or ownership of and owns the common surplus or materially or adversely affects the property rights of owners may be enacted by a sixty-six and two-thirds (66 2/3%) of the members present in person or by proxy, and voting at a meeting of the membership at which a quorum is present ~~percent vote of the owners and the Board of~~

~~Directors or seventy-five percent (75%) of the owners without at least sixty-six and two-thirds (66 2/3%) percent vote of the Board of Directors.~~

~~D. EXTRAORDINARY AMENDMENTS - An amendment which will (a) change the configuration or size of any condominium unit in any material fashion, (b) materially alter or modify the appurtenances to such unit, or (c) change the proportion or percentage by which the owner of the parcel shares the common expenses or ownership of the common surplus will have the effect of doing any of the things mentioned in "e" above shall require the affirmative vote of all the record owners of the affected units and all record owners of liens thereon and the affirmative vote of the owners of all other units. This section shall be deemed to include enlargement of, material alteration of or substantial additions to the common elements only if the same will have a material adverse effect on the owners' property rights; which shall otherwise be treated as regular amendments. Any vote changing the percentage of ownership of the common elements or sharing the common expenses shall be conducted by secret ballot.~~

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B. AMENDMENTS TO BYLAWS

(1) Article 2, Section 2.3 of the Bylaws is hereby amended as follows:

(2.3) NOTICE OF MEMBERS' MEETINGS - Notice of the annual meeting shall be sent to each unit owner by United States mail or electronic mail to those owners consenting to receive notice by electronic mail at least fourteen (14) days prior to the annual meeting. A post office certificate of mailing shall be obtained and retained as proof of such mailing. Written notice of the meeting shall also be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to the annual meeting.

The Board of Administration shall also mail a meeting notice and copies of the proposed annual budget of common expenses to the unit owners not less than thirty (30) days prior to the meeting at which the budget will be considered.

Notice of a special meeting called by the Board at the written request of ten percent (10%) of the owners because of a budget which exceeds ~~exceeding~~ 115% of that of the preceding year's budget requires not less than ten (10) days' written notice to each unit owner.

Notice of other special meetings not covered above shall be in writing and mailed to each member, first class postage, pre-paid, or by electronic mail to those owners consenting to receive notice by electronic mail, not less than ten (10) days prior to the meeting. However, unit owners may waive notice of specific meetings and may take action by written agreement without meetings where it is in the best interest of the condominium to do so.

All notice of meetings shall state clearly and particularly the purpose or purposes of the meeting.
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(2) Article 2, Section 2.4 of the Bylaws is hereby amended as follows:

(2.4) A QUORUM at members' meetings shall consist of persons entitled to cast at least forty percent (40%) ~~a majority~~ of the votes of the entire membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such member for the purpose of determining a quorum. Decisions made by owners of a majority of the units represented at a meeting at which a quorum is present shall be binding and sufficient for all purposes except an amendment to the condominium documents or such other decision as may by law or said documents require a larger percentage in which case the percentage required in the documents or law shall govern.

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(3) Article 2, Section 2.6 of the Bylaws is hereby amended as follows:

(2.6) PROXIES - Votes may be cast in person or by proxy. Proxies shall be in writing, signed and dated and shall be valid only for the particular meeting designated therein as well as any lawful adjournments thereof as provided for in section 2.8 below and must be filed with the Association Secretary before or at the appointed time of the meetings. In no event shall a proxy be valid for more than ninety (90) days from the scheduled meeting date.

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(4) Article 2, Section 2.8 of the Bylaws is hereby amended as follows:

(2.8) ADJOURNED MEETINGS - Any duly called meeting of the Members may be adjourned to be reconvened at a later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. When a meeting is so adjourned it shall not be necessary to give further notice of the time and place of its continuance if such are announced at the meeting being adjourned. Any business which might have been conducted at the meeting as originally scheduled may instead be conducted when the meeting is reconvened, but only if a quorum is present. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

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(5) Article 3, Section 3.1 of the Bylaws is hereby amended as follows:

(3.1) MEMBERSHIP - The affairs of the Association shall be managed ~~initially~~ by a Board of seven (7) Directors. Three (3) Directors shall be elected from each of the two (2) buildings in the Condominium and one (1) at large Director. The three (3) Directors from each building shall be the three candidates receiving the highest number of votes from such building. The at-large Director shall be the candidate from either building receiving the largest number of votes in the election but not elected to the Board. Directors must be members of the Association

or a spouse of a member. In the case of a unit owned by a corporation, any officer is eligible for election to the Board of Directors. If a unit is owned by a partnership, any partner is eligible to be a Director. If a unit is held in trust, the trustee, grantor or settlor of the trust, or any one of the beneficial owners is eligible to be elected to the Board of Directors. Irrespective of ownership, each Unit shall only be permitted to have one (1) of its eligible Owners serving on the Board at a particular time.

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(6) Article 3, Section 3.2 of the Bylaws is hereby amended as follows:

(3.2) DESIGNATION OF DIRECTORS shall be in the following manner:

(a) Members of the Board of Directors shall be elected ~~by a majority of those present and voting~~ at the annual meeting of the members of the Association or at a special meeting called for that purpose for pursuant to Paragraph 3(2)(d) under Florida Statute 718.301.

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(7) Article 3, Section 3.3 of the Bylaws is hereby amended as follows:

(3.3) THE TERM OF EACH DIRECTOR'S SERVICE shall extend until the next annual meeting of the members and thereafter until his or her successor is duly elected and qualified or until ~~he is removed in the manner elsewhere provided.~~ The at-large Director shall serve a term of one (1) year. The three (3) Directors from each building receiving the highest number of votes shall serve a term of (2) years each and shall be on staggered terms to provide for the continuity of knowledge and experience on the Board of Directors. ~~Provided however, that in order to provide a continuity of experience, the members at the first annual meeting after the Developer has relinquished control of the Association may vote to give up to one third of the Board members terms of one year, the second third of the Board members terms of two years and the remaining Board members terms of three years so that a system of staggered terms will be initiated.~~

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(8) Article 3, Section 3.5 of the Bylaws is hereby amended as follows:

(3.5) REGULAR MEETINGS OF THE BOARD OF DIRECTORS may be held at such time and place as shall be determined from time to time, by a majority of the Directors, but not less than quarterly. Notice of regular meetings shall be given to each Director personally or by mail or electronic mail, at least forty-eight (48) hours ~~seven (7) days~~ prior to the day named for such meeting.

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(9) Article 3, Section 3.6 of the Bylaws is hereby amended as follows:

(3.6) SPECIAL MEETINGS OF THE DIRECTORS may be called by the President and must be called by the Secretary at the written request of one-third of the Directors. Not less than fourteen (14) days' ~~seven (7) days'~~ notice of the meeting shall be given personally or by mail or electronic mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, except in an emergency.

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(10) Article 3, Section 3.8 of the Bylaws is hereby amended as follows:

(3.8) MEETINGS OF THE BOARD OF DIRECTORS shall be open to all unit owners to attend and listen and to be heard and participate as provided for by law ~~(unless a majority of the Directors consent thereto)~~ and notice of meetings shall be posted conspicuously on the condominium property forty-eight (48) hours in advance for the attention of unit owners except in an emergency.

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(11) Article 7, Section 7.5 of the Bylaws is hereby amended as follows:

(7.5) LIABILITY FOR ASSESSMENTS - A Unit Owner shall be liable for all Assessments, including any interest, late fees, attorneys' fees, costs, fines and administrative costs coming due while he is the owner of a unit, and such owner and his grantees after a voluntary conveyance, shall be jointly and severally liable for all unpaid assessments, interest, late fees, attorneys' fees, costs, fines and administrative costs due and payable up to the time of such voluntary conveyance. Such liability may not be avoided by a waiver of the use or enjoyment of any common elements, or by abandonment of the unit for which the assessments are made, per Florida Statute 718.116.

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(12) Article 7, Section 7.6 of the Bylaws is hereby amended as follows:

(7.6) LIEN FOR ASSESSMENTS - The unpaid portion of an assessment which is due together with interest thereon and reasonable attorney' s fees for collection, shall be secured by a lien upon:

(a) THE UNIT, and all appurtenances thereto, when a notice claiming the lien has been recorded by the Association in accordance with the requirement of Florida Statute 718.116. ~~Such lien shall be subordinate to any prior recorded institutional mortgage on the unit.~~ The Association's lien for unpaid assessments shall relate back to the recording of the original Declaration of Condominium but shall be subordinate and inferior to the lien of a recorded first mortgage, but only to the least extent required by the Condominium Act, as amended from time

to time. The Association's lien shall be superior to, and take priority over, any other mortgage or lien regardless of when the mortgage or lien was recorded, except as otherwise expressly provided by law. Any lease of a Unit shall be subordinate and inferior to the Association's lien, regardless of when the lease was executed.

(b) ALL TANGIBLE PERSONAL PROPERTY located in the unit except that such lien shall be subordinate to prior liens and security interests of record.

(c) COLLECTION:

(i) INTEREST: APPLICATION OF PAYMENTS - Assessments paid on or before fifteen (15) days after the date due shall not bear interest, but all sums not paid on or before fifteen (15) days shall bear interest at the highest rate allowed by law ~~the prime rate plus two points per annum~~ from the date due until paid plus a \$50.00 late charge to the extent permitted by law. All payments upon account shall be first applied to interest and the late charge then to attorneys' fees and costs, then to the assessment payment first due. All interest and late charge collected shall be credited to the common expense account.

(ii) SUIT - The Association, at its option, may enforce collection of delinquent assessment accounts by suit at law or by foreclosure of the lien securing the assessments, or by any other remedy available under the laws of the State of Florida, and in either event the Association shall be entitled to recover the payments which are delinquent at the time of judgment or decree, together with interest thereon ~~at the prime rate plus two points per annum~~ and late charges, and all costs incident to the collection and the proceedings, including reasonable attorney's fees. ~~Per Florida Statute 718.116(5)(b) the Association must deliver or mail by certified mail to the unit owner a written notice of its intention to foreclose the lien thirty (30) days before commencing foreclosure.~~

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(13) Article 7, Section 7.9 of the Bylaws is hereby amended as follows:

(7.9) FINANCIAL STATEMENTS shall be prepared and completed, or caused to be completed, by the Association within 90 days after the end of the fiscal year. Within 21 days after the financial report is completed or received by the Association from the third party, the Association shall mail to each unit owner at the address last furnished to the Association by the unit owner, or hand deliver to each unit owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the unit owner, without charge, upon receipt of a written request from the unit owner. ~~A FINANCIAL REPORT of the accounts of the Association shall be made annually and a copy of the report shall be furnished to each member within thirty (30) days after its completion and delivery to the Directors, or at the annual meeting.~~

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C. AMENDMENTS TO ARTICLES OF INCORPORATION

(1) Article VI of the Articles of Incorporation is hereby amended as follows:

The affairs of this corporation are to be managed ~~initially~~ by a Board of Directors, ~~the number of which and eligible being determined by the Bylaws, of seven (7) Directors who will be elected each year at the annual meeting of this corporation as provided for in the Bylaws. At such time as the Developer has relinquished control of this corporation as provided by the Condominium Act, the Board shall then be expanded to a maximum of nine (9) Directors, as follows: three (3) Directors representing and being unit owners of each building and one (1) Director elected at large.~~

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[SIGNATURE PAGE TO FOLLOW]

WITNESS

Katie Zahn
Signature of First Witness

Katie Zahn
Printed Name of First Witness

Andi Sachman
Signature of Second Witness

Candi Stodman
Printed Name of Second Witness

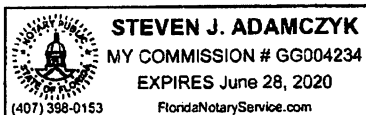
**BAY HARBOR CLUB OF BONITA BEACH
CONDOMINIUM ASSOCIATION INC.,**
a Florida not-for-profit corporation

By: Ron Lichtsinn
Ron Lichtsinn, its President

STATE OF FLORIDA
COUNTY OF COLUER

The foregoing instrument was acknowledged before me this 16th day of March, 2017,
by **Ron Lichtsinn, as President** of Bay Harbor Club of Bonita Beach Condominium
Association, Inc., a Florida non-profit corporation, on behalf of the corporation, who is
personally known to me or produced driver's license as identification.

(NOTARY STAMP/SEAL)



Steven Adamczyk (SEAL)
Notary Public for the State of Florida
Print Name: Steve Adamczyk
My Commission Expires: _____