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CERTIFICATE OF AMENDMENT  
OF THE DECLARATION OF CONDOMINIUM OF  
BAY HARBOR CLUB, A CONDOMINIUM

OR2275 PG0868

RECORDED - 1991 JAN 27 10 58 AM  
BY T. R. BATTLE, S.C. & C.

THE UNDERSIGNED, being the duly elected and acting President and Secretary, respectively, of BAY HARBOR CLUB OF BONITA BEACH CONDOMINIUM ASSOCIATION, INC., a Florida corporation, do hereby certify that at a duly called meeting of the Board of Directors, where a quorum was present, the resolution set forth below was approved. Thereupon, at the regular meeting of the members held on December 29, 1991, 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, a Condominium, as originally recorded at O.R. Book 1696, pages 227 through 322, et seq., Public Records of Lee County, Florida.

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 this corporation be and is hereby amended, and the amendments are adopted in the form attached hereto as Exhibit "A" and made a part hereof; and it is further

RESOLVED: That the officers and Directors are hereby instructed and authorized to execute the aforementioned documents and cause them to be filed of public record, together with a Certificate of Amendment as required by law.

AFTER RECORDING RETURN TO:  
LAW OFFICES  
PARKS AND RANKIN  
825 Fifth Avenue South  
Tallahassee, Florida 32304

JAN 27 1992  
Date

BAY HARBOR CLUB OF BONITA BEACH  
CONDOMINIUM ASSOCIATION, INC.  
a Florida corporation

By: [Signature]  
President

Attest:  
[Signature]  
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF ~~COLLIER~~ <sup>LEE</sup> *RJ. 11.*

The foregoing instrument was acknowledged before me this  
27 day of JANUARY, 1992 by RAY E. WHEATON,

as President of BAY HARBOR CLUB OF BONITA BEACH CONDOMINIUM ASSOCIATION, INC., a Condominium, on behalf of the Association, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did \_\_\_\_\_ take an oath.

*Richard J. Glueckert*

NOTARY PUBLIC  
My Commission Expires: 7/1/94  
Richard J. Glueckert

STATE OF FLORIDA  
COUNTY OF ~~COLLIER~~ <sup>LEE</sup> LEE

The foregoing instrument was acknowledged before me this 27 day of JANUARY, 1992 by JUDITH H. EATON as Secretary of BAY HARBOR CLUB OF BONITA BEACH CONDOMINIUM ASSOCIATION, INC., a Condominium, on behalf of the Association, who is personally known to me or who has produced \_\_\_\_\_ as identification and who did \_\_\_\_\_ take an oath.

*Richard J. Glueckert*

NOTARY PUBLIC  
My Commission Expires: 7/1/94  
Richard J. Glueckert

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AMENDMENT TO DECLARATION OF  
CONDOMINIUM OF BAY HARBOR CLUB, A CONDOMINIUM,

EXHIBIT "A"

The Declaration of Condominium of BAY HARBOR CLUB, a Condominium, shall be amended as shown below:

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

Paragraph 10, subparagraph C of the Declaration of Condominium shall be amended as follows:

C. REGULATIONS - Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by a majority vote ~~of the Association~~ of the Board of Directors of the Association. Copies of such regulations and amendments thereto shall be posted conspicuously and shall be furnished by the Association to all unit owners. ~~No regulation may discriminate against any group or class of users. No new or amended rule or regulation may be enforced prior to approval by the owners.~~ Such rules and regulations may be enforced by the levy of fines against the owner of any units for violation of said rules and regulations or provisions of this Declaration. Any violation by the guests, lessees, guests of lessees, unit owners or the unit owner's family shall be the responsibility of the unit owner. A Notice of Violation of the rules may be issued by any officer or Director of the Condominium or the Condominium Manager or his staff. Such Notice of Violation shall be deemed assessed by the mailing of a notice of such fine to the unit owner's last known address. The fine shall be deemed uncontested and accepted unless the unit owner delivers a notice to contest such fine to the Board at least ten (10) days prior to the next Board meeting and shall attend such meeting and show to the Board by a preponderance of the evidence that such fine should not be imposed. Such hearing at said Board shall be informal and the rules of evidence shall be broadly construed.

Paragraph 13, subparagraph C of the Declaration of Condominium shall be amended as follows:

C. REGULAR AMENDMENTS - An amendment which does not change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to such unit, change the proportion or percentage by which the owner of the parcel shares the common expenses 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%) percent vote of the owners and the Board of Directors or seventy-five

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

Paragraph 16, subparagraph D of the Declaration of Condominium shall be amended as follows:

~~B.---First---Of---Boston---Mortgage---Corporation---is---the construction-lender-and-an-institutional-mortgagee-with-respect to-this-condominium.---First-Of-Boston-Mortgage-Corporation-does not-assume-and-is-not-responsible-for-any-of-the-obligations-and liabilities-of-the-Developer-and-none-of-the-representations contained-in-any-of-the-condominium-documents-shall-be-deemed-to have-been-made-by-First-Of-Boston-Mortgage-Corporation-or-impose any-obligations-on-First-Of-Boston-Mortgage-Corporation.~~

Paragraph 25, of the Declaration of Condominium shall be amended as follows:

25. RECREATIONAL LAND USE AGREEMENT - Subject to the provisions of this Declaration and pursuant to Section 718.114, Florida Statutes, the Association has entered into a Recreational Land Use Agreement with the Developer. The Recreational Land Use Agreement is attached hereto as Exhibit J. Pursuant to the Recreational Land Use Agreement, the Association has acquired and interest in and to the recreational facilities, lands and improvements described thereunder, including the right to use the same until such time as such recreational facilities, lands and improvements are conveyed as provided by the terms thereof. In accordance with Section 718.114, Florida Statutes, and the Recreational Land Use Agreement, all monies due to become due under the provisions of the Recreational Land Use Agreement for the full term of said Agreement, and upon the conveyance of the ownership of the recreational lands, facilities and improvements, are declared to be common expenses of the condominium.

The Developer and the Association, by their execution of this Declaration of Condominium and each unit owner, by virtue of their taking title to a condominium unit, agree that notwithstanding the fact that the Recreational Land Use Agreement is attached to this Declaration of Condominium, and may be recorded in the Public Records subsequent or simultaneous to the recording of this Declaration of Condominium, that said Recreational Land Use Agreement shall be provided by the terms thereof. In accordance with Section 718.114, Florida Statutes, and the Recreational Land Use Agreement, all monies due and to become due under the provisions of the Recreational Land Use Agreement for the full term of said Agreement, and upon the conveyance of the ownership of the recreational lands, facilities and improvements, are declared to be common expenses of the condominium.

The Developer and the Association, by their execution of this Declaration of Condominium and each unit owner, by virtue of their taking title to a condominium unit, agree that notwithstanding the fact that the Recreational Land Use Agreement is attached to this Declaration of Condominium, and may be recorded in the Public Records subsequent or simultaneous to the recording of this Declaration of Condominium, that said Recreational Land Use Agreement shall be deemed to have been recorded in the Public Records prior to the recording of this Declaration of Condominium.

Each unit owner agrees to be bound by the terms and conditions of the Recreational Land Use Agreement and agrees to make payment to the Association of his share of the monies due, pursuant to and in the amount or proportion, or percentage amount, if so stated, as specified in the Recreational Land Use Agreement and this Declaration of Condominium. It shall be mandatory for each unit owner to make his prorata payments of the foregoing expenses, as assessed by the Association, as part of the common expenses, regardless of whether or not said unit owner uses the recreational facilities.

None of the recreational facilities, lands and improvements described under Recreational Land Use Agreement shall be deemed a part of the condominium property of the condominium created by virtue of this Declaration of Condominium.

The Recreational Land Use Agreement will permit each owner or lessee of each unit in the BAY HARBOR CLUB COMPLEX to have the right, privilege, access, and use of the recreational facilities thereunder. The Recreational Land Use Agreement has been entered into for the use and benefit of all unit owners in this condominium and lessees or unit owners of all other condominiums or rental type apartment buildings in the BAY HARBOR CLUB COMPLEX.

Each unit owner in this condominium and each unit owner or lessee in all other buildings in the BAY HARBOR CLUB COMPLEX shall be entitled to the use and enjoyment of the recreational facilities under the Recreational Land Use Agreement, subject to the rules and regulations as promulgated by the Association. However, all such rules and regulations shall be subject to the approval of the Developer.

In order to secure the faithful performance of the Association's obligation to the Developer under the Recreational Land Use Agreement, each unit owner shall pledge and grant a lien upon his full interest in the condominium in favor of the Developer and Association as set forth in the Recreational Land Use Agreement, which lien shall be effective only upon the

recordation thereof as described in the Recreational Land Use Agreement.

The Recreational Land Use Agreement may be amended by an instrument in writing, executed by the Developer and the Association, by and through its Board of Directors, except there shall be no amendment effecting the Recreational Land Use Agreement which would impair the rights of unit owners to the use and enjoyment of the recreational facilities without the unit owners so affected, and all records owners of institutional first mortgagees thereon, joining in the execution of said amendment. The aforesaid amendment shall be duly recorded in the Public Records of Lee County, Florida and the recording of said amendment shall constitute an amendment to this Declaration of Condominium as to the provisions herein relative to the Recreational Land Use Agreement. No amendment, as set forth in this paragraph, shall change the provisions of the Recreational Land Use Agreement, or this Declaration with respect to institutional first mortgagees. The Board of Directors of the Association is empowered and authorized, without the approval of the unit owners, to amend the Recreational Land Use Agreement and this Declaration as contemplated in this paragraph.

It is specifically recognized that the Developer may control the original Board of Directors and officers of the Association and that such circumstances shall not, and cannot, be construed or considered as a breach of his duties to the Association nor as possible grounds to invalidate such Recreational Land Use Agreement in all or in part.

Whenever any of the provisions of the Recreational Land Use Agreement shall be in conflict with the provisions of this Declaration, then the provisions of the Recreational Land Use Agreement shall be controlling.

Each unit owner, his heirs, personal representatives, successors and assigns, shall be bound by the Recreational Land Use Agreement to the same extent and affect as if he had executed said Recreational Land Use Agreement for the purpose therein expressed, including but not limited to: (a) adopting, ratifying, confirming and consenting to the execution of the Recreational Land Use Agreement by the Association; (b) covenanting and promising to perform each and every of the covenants, promises, and undertakings to be performed by unit owners in the cases provided therefor in the Recreational Land Use Agreement; (c) ratifying, confirming and approving each and every provision of the Recreational Land Use Agreement and acknowledging that all of the terms and provisions thereof are reasonable; (d) agreeing that the persons acting as directors and officers of the Association in the acquisition of such interest under the Recreational Land Use Agreement have not breached any of their

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duties or obligations to the Association; and (e) subjecting all of his right, title and interest in his condominium unit and tangible personal property therein, to the lien rights granted to the Developer and the Association under the said Recreational Land Use Agreement.

In the event at the time the recreational lands, facilities and improvements described in the Recreational Land Use Agreement are to be conveyed to the Association, there remains a mortgage encumbering said recreational lands, facilities and improvements, the Developer shall take the necessary steps to pay in full and satisfy said encumbering mortgage and convey said recreational lands, facilities and improvements to the Association free and clear of mortgages.

(NOTE) The above-mentioned recreational lands, facilities, and improvements were deeded free and clear to the Association along with the sewer treatment and drain field area described in Article 5F.4 above by a certain deed recorded in O.R. Book 941, pages 171 through 173, of the Public Records of Lee County, Florida, a copy of which is attached hereto as Exhibit "1."

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RECORDED - CIVIL DIVISION  
INDEXED - CIVIL DIVISION  
11/10  
Doc. Stamp: 50  
17.55

# Quit Deed

Made this 2nd day of September A D 1967

Between Say View of Benita Beach, Inc., a Florida corporation

of the County of  
Lee and State of Florida, party of the first part,  
and Say Anchor Club of Benita Beach Condominium Association, Inc.,  
a nonprofit Florida corporation  
20 Box 1779 Benita Springs, Fl 33003  
of the County of  
Lee and State of Florida, party of the second part,

Witnesseth, that the said party of the first part, for and in consideration of the sum of  
\$100 and 00/100.....  
to have paid by the said party of the second part, the receipt whereof is hereby acknowledged, has  
conveyed, released and quieted, and by these presents does hereby release and quieten unto the  
said party of the second part all the right, title, interest claim and demand which the said party of the  
first part has in and to the following described by plan or survey of land, situate lying and be-  
ing in the County of Lee State of Florida, to wit:

See Legal Description Attached hereto and made a part hereof.

Subject to taxes for the year 1967 and subsequent years;  
easements, restrictions and reservations of record, if any.

To Have and to Hold the above, together with all and singular the appurtenances  
thereunto in anywise appertaining, unto the said party of the second part, unto their heirs and assigns  
forever, and the said party of the first part, either in law or equity, as the only proper and lawful  
claimant of the said party of the second part.

In Witness Whereof, the said party of the first part has hereunto set its hand and seal  
of the day and year first above written.

Signed, Sealed and Delivered in Our Presence

Witness  
Say View of Benita Beach, Inc., a Florida corporation  
By: Neil A. Abrahamson, President

*William S. Miller*  
*Wendell S. Martin*

State of Florida  
County of Lee

I, Needy County, Notary Public, do hereby certify that on this day personally appeared before me, an officer duly authorized to  
administer oaths and take acknowledgments,  
Neil A. Abrahamson, President of Say View of Benita Beach, Inc., a  
Florida corporation  
to me well known to be the person described in and authorized to execute the foregoing instrument and  
by him acknowledged before me that he executed the same, freely  
and voluntarily for the purposes therein expressed.

Witness my hand and official seal  
Lee County of Florida, this 2nd day of  
September, A. D. 1967.  
*Neil A. Abrahamson*  
Neil A. Abrahamson, President  
My Commission Expires 01/10/70

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**EXHIBIT "A"**

**(Sewage Treatment and Drainfield Area)**

A lot or parcel of land lying in section 29, Township 47 South, Range 24 East, which lot or parcel is described as follows:

From the northeast corner of Block J, Santa Beach Subdivision, according to a map or plat thereof recorded in Plat Book 8, at Page 66, of the Public Records of Lee County, Florida, run N 38° 32' E for 100 feet to the northeast line of Hickory Boulevard as shown on said plat; thence run S 31° 28' W for 200 feet to the point of beginning; from said point of beginning, run N 31° 38' W for 60 feet; thence run N 30° 32' E for 160 feet; thence run W 20° 42' E for 207.489 feet; thence run S 69° 18' E for 12.0 feet; thence run S 30° 42' W for 192.0 feet; thence run S 38° 32' W for 226.2 feet to the point of beginning.

**MAP 1**

Recreation Area A: A tennis court lying above the lot or parcel described as follows: A lot or parcel of land lying in Section 29, Township 47 South, Range 24 East, which lot or parcel is described: From the northeast corner of Block J, Santa Beach Subdivision, according to a map or plat thereof recorded in Plat Book 8, at Page 66 of the Public Records of Lee County, Florida; run N 38° 32' E for 100 feet to the northeast line of Hickory Boulevard as shown on said plat; thence run S 31° 28' W for 200 feet; thence run N 38° 32' E for 167.84 feet; thence run N 8° 48' W for 206.26 feet; thence run S 81° 12' W for 28.0 feet to the point of beginning; from said point of beginning, run S 8° 48' E for 22.0 feet; thence run S 81° 12' W for 110.28 feet; thence run N 8° 48' W for 120.00 feet; thence run S 81° 12' E for 110 feet; thence run S 8° 48' E for 58.0 feet to the point of beginning.

**MAP 2**

Recreation Area B: A lot or parcel of land lying in Section 29, Township 47 South, Range 24 East, which lot or parcel is described as follows:

From the northeast corner of Block J, Santa Beach Subdivision, according to a map or plat thereof recorded in Plat Book 8, at Page 66 of the Public Records of Lee County, Florida; run N 38° 32' E for 100 feet to the northeast line of Hickory Boulevard as shown on said plat; thence run S 31° 28' W for 200 feet; thence run N 38° 32' E for 167.84 feet; thence run N 8° 48' W for 206.26 feet to the point of beginning; from said point of beginning, run S 81° 12' W for 2.0 feet; thence run N 8° 48' W for 120 feet; thence run N 81° 12' E for 110.0 feet; thence run S 8° 48' W for 12 feet; thence run N 81° 12' E for 18 feet more or less to the waters of an arm of Sature Bay; thence run southerly along said waters for 180 feet more or less to an intersection with a line bearing N 81° 12' E; thence run 162 feet more or less to the point of beginning.

Subject to the following easements described on Exhibit "B" attached hereto and made a part hereof.

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**EXHIBIT "C"**

Subject to a road, drainage and utility easement described as follows:

A lot or parcel of land lying in Section 26, Township 47 South, Range 24 East, which lot or parcel is described as follows:

From the northeast corner of Block J, Santa Rosa Subdivision, according to a map or plat thereof recorded in Plat Book 8 at Page 68 of the Public Records of Lee County, Florida; run N 20° 23' E for 100 feet to the northeast line of Highway Boulevard as shown on said plat; thence run S 31° 28' W for 200 feet to the point of beginning; from said point of beginning, run N 31° 28' W for 17.0 feet; thence run S 10° 22' E for 205.04 feet; thence run S 10° 02' W for 70.00 feet; thence run S 10° 22' W for 226.0 feet to the point of beginning.

Subject to a ten foot (10') wide utility easement described as follows:

A lot or parcel of land lying in Section 26, Township 47 South, Range 24 East, which lot or parcel is described as follows:

From the northeast corner of Block J, Santa Rosa Subdivision, according to a map or plat thereof recorded in Plat Book 8 at Page 68 of the Public Records of Lee County, Florida; run N 30° 23' E for 100 feet to the northeast line of Highway Boulevard as shown on said plat to the point of beginning; from said point of beginning; run N 30° 23' E for 10 feet; thence run S 31° 28' E for 120 feet; thence run S 10° 22' W for 10 feet; thence run N 31° 28' W for 120 feet to the point of beginning.

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CHARLIE GREEN LEE CITY FL  
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