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August 8, 2017

Six Mile Corporate Park
12140 Carissa Commerce Court, Suite 200
Fort Myers, Florida 33966

4001 Tamiami Trail North, Suite 410
Naples, Florida 34103

**CONFIDENTIAL
ATTORNEY-CLIENT PRIVILEGED¹**

VIA E-MAIL ONLY: dierdre.woods@gulfbreezemanagement.com

Bonita Fairways Community Association, Inc.
Attn: Dierdre Woods, Manager

Re: Recorded Amendment to Agreement

Dear Board of Directors:

Enclosed please find a copy of the recorded Amendment to Agreement, which was recorded electronically with the Clerk of Courts on August 8, 2017. Please note that, because this document was recorded electronically with the Clerk of Courts using the image e-mailed from the Association, the Firm is not in possession of the original, executed Certificate. This document should be stored in a safe place with other Association records.

Please note that Section 720.306(1)(b) of the Florida Homeowners' Association Act provides that within 30 days after recording an amendment to the governing documents (i.e., no later than **September 7, 2017**), the Association shall provide copies of the amendment to the members. However, if a copy of the proposed amendment was provided to the members before they voted on the amendment and the proposed amendment was not changed before the vote, the association, in lieu of providing a copy of the amendment, may provide notice to the members that the amendment was adopted, identifying the official book and page number or instrument number of the recorded amendment and that a copy of the amendment is available at no charge

¹ This letter is a confidential, attorney-client privileged communication. As such, this letter should only be distributed to members of the Board of Directors (or other authorized representatives) for Bonita Fairways Community Association, Inc. In general, it is best to avoid widespread distribution of sensitive legal documents by e-mail, such as forwarding to an entire Board. That is because it is difficult to assure security of e-mails and issues that arise when a person who leaves the Board still has privileged legal information on his/her computer. If this letter is distributed to non-Board Members or non-authorized representatives, or the contents communicated to such persons, a court may rule that the attorney-client privilege has been "waived" which could (and likely will) have a negative impact on the Association's legal position in the event the issues addressed herein are later subject to legal challenge. Only the Board (not any individual) can waive privilege. Further, reading or directly referring to this letter at an open Board meeting would likely waive privilege, and in some cases, even discussing referral of a matter to legal counsel in an open Board meeting could be considered a privilege waiver. Finally, this opinion letter should be permanently deleted from all Board member and other computers after reading, and a hard copy retained in the Association's confidential legal file. Digital versions will be retained amongst the Firm's records for so long as the Association is a client.

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to the member upon written request to the Association. The copies and notice described in this paragraph may be provided electronically to those owners who previously consented to receive notice electronically.

Should you have any questions regarding the above, please do not hesitate to contact me.

Very truly yours,



J. Kevin Miller
For the Firm

JKM/dav

Enclosures (as stated)

cc: Donald Griffin, President (via e-mail only w/encl.: don_griffin1@comcast.net)
Robert Lustro, Vice President (via e-mail only w/encl.: rlustro@aol.com)
Joseph E. Adams, Esq.

ACTIVE: 10018094_1

Prepared by and returned to:

Becker & Poliakoff, P.A.
J. Kevin Miller, Esquire
12140 Carissa Commerce Court, Suite 200
Fort Myers, FL 33966

**AMENDMENT TO AGREEMENT FOR
SHARED OPERATION AND MAINTENANCE OF SURFACE WATER
MANAGEMENT SYSTEM AND LANDSCAPING SERVING BONITA FAIRWAYS**

This Amendment to the Agreement for Shared Operation and Maintenance of Surface Water Management System and Landscaping Serving Bonita Fairways is made this 25th day of May 2017, by Alagold Communities, Ltd., L.L.P. (“Alagold”) and Bonita Fairways Community Association, Inc. (the “Community Association”).

WITNESSETH:

WHEREAS, Alagold and the Community Association (collectively referred to hereinafter as the “Parties”) previously executed the Agreement for Shared Operation and Maintenance of Surface Water Management System and Landscaping Serving Bonita Fairways (the “Agreement”), which has been recorded as Instrument Number 2013000228886 of the Public Records of Lee County, Florida; and

WHEREAS, Paragraph 19 of the Agreement provides that the Agreement may be amended with the express written consent and agreement of both Parties; and

WHEREAS, the Parties are desirous of amending Paragraph 10 of the Agreement to clarify the maintenance responsibility for the West Terry Street Landscaping and to authorize, though not require, the Community Association to operate and maintain the existing lake fountain and to aerate the lakes on the golf course property.

NOW THEREFORE, Alagold and the Community Association, by and through its Board of Directors, declare that the Agreement is amended as follows:

1. The recitals are acknowledged as true and correct and are incorporated herein as covenants and agreements and are made a part hereof.

2. Paragraph 8 of the Agreement is amended and follows, with additions being underlined and deletions being ~~struck through~~:

Notices. Any notice, election, consent, or other communication required or permitted to be given to a party pursuant to this Agreement will be in writing and will be determined to have been duly given when delivered personally, by overnight delivery, or by United States Certified Mail or Registered Mail, return receipt requested, postage prepaid, to the addresses listed as follows or to such other address as either Party shall have designated by notice pursuant to this Paragraph to the other:

Alagold Communities Ltd., L.L.P.
26740 Sammoset Way
Bonita Springs, FL 34135

With a copy to:
~~Neysa Borkert, Esq.
The Hagen Law Firm
6249 Presidential Ct., Suite F
Fort Myers, FL 33919~~

Pavese Law Firm
c/o Charles Mann, Esq.
1833 Hendry Street
Fort Myers, FL 33901
charlesmann@paveselaw.com

Bonita Fairways Community Association, Inc.
~~26771 Bonita Fairways Dr.~~
c/o Gulf Breeze Management Services, Inc.
8910 Terrene Court #200
Bonita Springs, FL 34135

With a copy to:
~~Conroy, Conroy, Durant & Rudnick, P.A.
Attn: Kristin M. Conroy
2210 Vanderbilt Beach Road, Suite 1201
Naples, Florida 34109~~

Becker & Poliakoff, PA
c/o J. Kevin Miller, Esq.
12140 Carissa Commerce Court, Suite 200
Fort Myers, FL 33966
kmiller@bplegal.com

3. Paragraph 10 of the Agreement is amended and follows, with additions being underlined and deletions being ~~struck through~~:

West Terry Street Landscaping Entrance Fountain Maintenance and Lake Aeration. The berm and landscaping buffer located along West Terry Street is owned by Alagold, however, is maintained by the Association. Association agrees to continue to maintain the landscaping buffer from the top of the berm south to the property line for the Terry Street right-of-way. ~~Alagold hereby grants the Association and its contractors, subcontractors or agents, license to enter upon Alagold's property for the purpose of continuing maintenance of the berm and landscaping described above until such time as the Association is no longer charged with maintaining the landscaping and berm.~~ Alagold agrees to pay Association \$600.00 per month for costs associated with maintenance of the berm and landscaping. Alagold's monthly payment shall increase to account for a rise in costs for services, goods or inflation in accordance with the CPI as defined and calculated above, however, in no instance shall said payment increase by more three percent (3%) annually.

The Association shall be authorized but not obligated, at its sole cost and expense, to maintain, repair, replace and operate the fountain in the lake owned by Alagold and located north of the entrance to the Bonita Fairways community and south of the Association clubhouse (the "Entrance Fountain"). The Association shall also be authorized but not obligated, at its sole cost and expense, to purchase, install and continuously maintain, repair, replace and operate equipment needed to aerate the lakes located on the golf course property, as described in Exhibit "B" attached hereto and incorporated herein by reference (the "Golf Course Property").

Alagold hereby grants the Association and its successors, assigns, agents, representatives, employees, contractors, officers, directors, managers, managing members, guests, and invitees, a perpetual, non-exclusive access easement over, across, through, under, and on the Golf Course Property for the purpose of performing the rights and responsibilities set forth in this Paragraph.

The rights and responsibilities of the Association set forth in this Paragraph, together with the attendant easement rights granted, shall continue for a period of twenty five (25) years, after which the rights and responsibilities will be automatically extended for successive periods of ten (10) years. Notwithstanding the foregoing, the Association and Alagold may terminate any of the rights and responsibilities of the Association set forth in this Paragraph at any time by recording an instrument recognizing the termination, executed by both Parties, in the Public Records of Lee County, Florida.

4. Except as amended hereby, the terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first above written.

WITNESSES (TWO)

ALAGOLD COMMUNITIES, LTD., L.L.P.,
a Florida limited liability partnership

By: Alagold Corporation, a Florida
corporation and its general partner

[Signature]
Print Name: Erin Garcia
[Signature]
Print Name: Walter Carson

[Signature]
By: Katherine E. Luchene, President

(CORPORATE SEAL)

STATE OF FL
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 17th day of May, 2017
by Katherine E. Luchene, as President of Alagold Corporation, a Florida corporation, as General
Partner of Alagold Communities, Ltd., L.L.P., a Florida limited liability partnership, who is
personally known to me or who has produced FL ID
as identification and who did (did not) take an oath.

[Signature]
Notary Public

(SEAL)



Erin K Garcia
(Name typed, printed or stamped)

WITNESSES (TWO)

BONITA FAIRWAYS COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

Carolyn Quinones

Print Name: Carolyn Quinones

By: *Donald Griffin*

Donald Griffin, President

Jeanie Balancia

Print Name: Jeanie Balancia

(CORPORATE SEAL)

STATE OF FL
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 25 day of May, 2017 by Donald Griffin, as President of Bonita Fairways Community Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or who has produced drivers license as identification and who did (did not) take an oath.

Carolyn Quinones
Notary Public

(SEAL)

Carolyn Quinones
(Name typed, printed or stamped)

ACTIVE: 7260609_2

