

Prepared by and returned to:

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**CERTIFICATE OF AMENDMENT**  
**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**FOR**  
**BONITA FAIRWAYS**  
**ARTICLES OF INCORPORATION**  
**BYLAWS**  
**OF**  
**BONITA FAIRWAYS**  
**COMMUNITY ASSOCIATION, INC.**

THIS AMENDMENT is made the 25<sup>th</sup> day of April 2017, by Saber Bonita, LLC, a Florida limited liability company ("Saber").

WHEREAS, the original Declaration of Covenants and Restrictions for Bonita Fairways was recorded on September 30, 1997 in Official Records Book 2872, Page 2887 of the Public Records of Lee County, Florida (the "Declaration") by Alagold Communities, Ltd., L.L.P. ("Alagold"); and

WHEREAS, pursuant to the Agreement for the Assignment and Assumption of Rights for Bonita Fairways recorded on April 4, 2006 as Instrument Number 2006000138694 in the Public Records of Lee County, Florida, Alagold transferred and assigned all rights as Declarant and Developer under the Declaration to B.K. Devco, LLC ("B.K. Devco"); and

WHEREAS, pursuant to the Assignment and Assumption of Developer's and Declarant's Rights for Bonita Fairways recorded on February 1, 2010 as Instrument Number 2010000025670 in the

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Public Records of Lee County, Florida, B.K. Devco transferred and assigned all rights as Declarant and Developer under the Declaration to B.E. Devco, LLC ("B.E. Devco"); and

WHEREAS, pursuant to the Assignment of Developer's and Declarant's Rights and Assignment of Development Rights for Bonita Fairways recorded on December 29, 2011 as Instrument Number 2011000279197 in the Public Records of Lee County, Florida, B.E. Devco transferred and assigned all rights as Declarant and Developer under the Declaration to Saber; and

WHEREAS, in Section 16.10 of the Declaration, the Declarant reserves the unilateral right to modify, enlarge, amend, waive or add to the covenants, conditions, restrictions and other provisions of the Declaration, and any recorded exhibit thereto, until such time as Declarant is no longer offering any property in the Community for sale in the ordinary course of business; and

WHEREAS, the Articles of Incorporation of Bonita Fairways Community Association, Inc. (the "Articles") were recorded as Exhibit "I-3" to the Declaration and the Bylaws of Bonita Fairways Community Association, Inc. (the "Bylaws") were recorded as Exhibit "I-4" to the Declaration; and

WHEREAS, Saber is presently offering property in the Community for sale in the ordinary course of business and wishes to amend the Declaration, Articles and Bylaws pursuant to the authority granted therein.

NOW, THEREFORE, Saber hereby amends the Declaration, Articles and Bylaws as follows:

Additions indicated by underlining.  
Deletions indicated by ~~striking through~~.

**Amendment:**            **Section 1.5, Article 3, Section 4.1(J), and Section 9.3(B), Declaration of Covenants and Restrictions; Article III, Article III(B), and Article III(I), Articles of Incorporation; and Section 4.1(K), Section 4.1(L) (NEW), and Section 4.1(M), Bylaws**

**1. DEFINITIONS.** Certain words and phrases are used in this Declaration and its recorded exhibits with the meanings stated below, unless the context clearly admits and requires another meaning

(Section 1.1 through Section 1.4 Remain Unchanged)

**1.5 "Common Areas"** means any and all land and improvements thereon owned by, leased to, or dedicated by recorded plat to the Community Association, together with all easements and rights appurtenant thereto granted to the Community Association, which are intended for the use and benefit of some or all of its members.

(Remainder of Article 1 Remains Unchanged)

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**3. THE COMMUNITY ASSOCIATION; PURPOSES AND POWERS.** The primary duties of the Community Association are to own, operate and maintain the Common Areas and to maintain, repair, and replace, or contribute to the cost of maintenance, repair, and replacement of, any property and improvements located thereon, regardless of whether it is a Common Area or subject to the Declaration, which the Community Association is obligated to maintain, repair, or replace, or contribute to the cost of same, by separate permit or agreement; to enforce restrictive covenants applicable to the Community; to provide architectural and aesthetic control of future alterations and additions to real property, other than the original construction by the Declarant or another Developer; and to take such other actions as the Community Association is authorized or required to take with regard to the Community pursuant to the Governing Documents. The Community Association will operate, maintain and repair all property and related improvements designated by Declarant as Common Areas, regardless of whether title to that property has yet been formally conveyed to the Community Association.

(Remainder of Article 3 Remains Unchanged)

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**4. MEMBERSHIP; VOTING RIGHTS.** Every owner of record legal title to a Lot or Living Unit within the Community is also automatically a member of the Community Association. Membership is appurtenant to, and may not be separated from, ownership of a Lot or Living Unit. The rights, powers, duties and privileges of members shall be as set forth in this Declaration, and in the Articles of Incorporation and Bylaws of the Community Association. Membership is not assignable and/or transferable by any method other than the sale or conveyance of record legal title to the Lot or Living Unit to which it is appurtenant. Upon sale or other transfer of ownership of a Lot or Living Unit, the transferor shall be deemed to have automatically assigned and transferred the membership with the property whether specifically so stated in the instrument of conveyance or not. Upon the lease of a Living Unit to which a membership is appurtenant, the lessor may retain the right to use the membership, in which case the tenant shall have no such rights. If a member delegates his privileges to a tenant residing in his Living Unit, the member shall not be entitled to use of the facilities, except as the guest of another member, during the period of the delegation. A member's rights and privileges to use the facilities shall be limited as set forth in this Declaration and in the Bylaws, and the Board of Trustees may adopt rules to prevent dual use of Common Area facilities by both an owner and the lessee of his Living Unit.

**4.1 Community Association Rights and Easements.** Members in good standing and their families and guests have the non-exclusive privilege to use the Common Areas subject to:

(Subsection (A) through Subsection (I) Remain Unchanged)

**(J)** The right of the Community Association, with the prior assent of a majority of the voting interests in each of the Neighborhood Associations, and two-thirds (2/3rds) of the Trustees of the Community Association, to acquire, assume all maintenance and operational responsibilities for, and to operate, the assets and facilities of the Bonita Fairways Golf and Country Club, with the

acquisition and operating costs to be common expenses of the Community Association. Notwithstanding the foregoing, the Board of Trustees, without membership approval, shall be authorized to enter into agreements relative to the maintenance, repair, and replacement of non-Common Area property and property not subject to this Declaration, including but not limited to the portions of the Golf Course that, in the sole discretion of the Board of Trustees, provides a benefit to the Community as a whole. Without limiting the generality of the foregoing, the Board of Trustees, without membership approval, shall be authorized to enter into an agreement with the owner of the property that borders West Terry Street relative to the maintenance, repair, and replacement of the landscaping located along West Terry Street, together with the cost of same, and shall also be authorized to enter into an agreement with the owner of Lake A (the lake adjacent to the Clubhouse) and any other lake located within the Community or on lands not subject to the Declaration relative to the aeration of such lakes, including but not limited to the installation, maintenance, repair, and replacement of fountains in the lakes, together with the cost of same. All costs associated with the work performed under such agreement(s) shall be considered a common expense of the Community Association.

(Remainder of Article 4 Remains Unchanged)

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**9. ASSESSMENTS; LIENS; COLLECTION.**

(Section 9.1 and Section 9.2 Remain Unchanged)

**9.3 Purposes of Assessments:**

(Subsection A Remains Unchanged)

**(B)** To improve, maintain, protect and operate the Common Areas, the Community Association equipment and facilities, and the Stormwater Management system; to maintain, repair, and replace, or contribute to the cost of maintenance, repair, and replacement of, any property and improvements located thereon, regardless of whether it is a Common Area or subject to the Declaration, which the Community Association is obligated to maintain, repair, or replace, or contribute to the cost of same, by separate permit or agreement; and to establish and maintain adequate repair and replacement reserves;

(Remainder of Article 9 Remains Unchanged)

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**ARTICLE III**

**PURPOSE AND POWERS:** The purpose for which the Community Association is organized is to provide an entity for the operation of Bonita Fairways, a residential community, located in Lee County, Florida.

The Community Association is organized and shall exist upon a non-stock basis as a Florida corporation not for profit, and no portion of any earnings of the Community Association shall be distributed or inure to the private benefit of any member, trustee, or officer of the Community Association. For the accomplishment of its purposes, the Community Association shall have all of the common law and statutory powers and duties of a Florida corporation not for profit operating as a master homeowners' association under ~~Sections 617.301—617.312~~ Chapters 617 and 720, Florida Statutes ~~(1997)~~ (2016), as amended from time to time, except as expressly limited or modified by these Articles, the Declaration of Covenants, Conditions and Restrictions for Bonita Fairways (the "Community Declaration"), or the Bylaws of the Association, and it shall have all other powers and duties reasonably necessary to operate Bonita Fairways, and effectuate the purposes for which the Community Association is organized pursuant to the Community Declaration as it may hereafter be amended, including but not limited to the following:

(Subsection (A) Remains Unchanged)

(B) To purchase, acquire, own, lease, maintain, repair, replace or operate the Common Areas and to maintain, repair, and replace, or contribute to the cost of maintenance, repair, and replacement of, any property and improvements located thereon, regardless of whether it is a Common Area or subject to the Declaration, which the Community Association is obligated to maintain, repair, or replace, or contribute to the cost of same, by separate permit or agreement.

(Subsection (C) through Subsection (H) Remain Unchanged)

(I) To acquire, own and convey real property, or any interest therein, including but not limited to the acquisition of easement rights, which rights shall be deemed to be part of the Common Areas upon acceptance of the grant, and to enter into agreements, or acquire leaseholds, easements, memberships, and other possessory or use interests in lands or facilities such as tennis courts, swimming pools, country clubs, golf courses, and other facilities. It has this power regardless of whether the lands or facilities are contiguous to the lands of Bonita Fairways, if they are intended to provide enjoyment, recreation, or other use or benefit to the Members.

(Remainder of Article III Remains Unchanged)

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**4. BOARD OF TRUSTEES.** The administration of the affairs of the Community Association shall be by a Board of Trustees. All powers and duties granted to the Community Association by law, as modified and explained in the Governing Documents shall be exercised by the Board, without need for approval or consent by the members unless expressly required by law or by the Governing Documents.

**4.1 Powers.** The Board has authority to:

(Subsection (A) through Subsection (J) Remain Unchanged)

(K) Acquire property, real or personal, or any interest therein, including but not limited to the acquisition of easement rights, which rights shall be deemed to be part of the Common Areas upon acceptance of the grant, and enter into agreements with any persons, including Declarant, relating to the orderly transfer of property from said person to the Community Association and such other matters as the Board may deem appropriate.

(L) Enter into agreements relative to the maintenance, repair, and replacement of non-Common Area property and property not subject to this Declaration, including but not limited to the portions of the Golf Course that, in the sole discretion of the Board of Trustees, provides a benefit to the Community as a whole. Without limiting the generality of the foregoing, the Board of Trustees, without membership approval, shall be authorized to enter into an agreement with the owner of the property that borders West Terry Street relative to the maintenance, repair, and replacement of the landscaping located along West Terry Street, together with the cost of same, and shall also be authorized to enter into an agreement with the owner of Lake A (the lake adjacent to the Clubhouse) and any other lake located within the Community or on lands not subject to the Declaration relative to the aeration of such lakes, including but not limited to the installation, maintenance, repair, and replacement of fountains in the lakes, together with the cost of same. All costs associated with the work performed under such agreement(s) shall be considered a common expense of the Community Association.

(M) Perform all other acts not expressly prohibited by Sections 617.301-617.312 Chapters 617 and 720, Florida Statutes (1997) (2016), as amended from time to time, or the governing documents, and reasonably necessary for the proper functioning of the Community Association.

(Remainder of Article 4 Remains Unchanged)

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[Signatures on following page.]

