Kevin C. Karnes, Lee County Clerk of the Circuit Court & Comptroller
INSTR# 2026000086991, DocType RES, Pages 4, Recorded 4/6/2026 at 3:21 PM, DeputyClerk WSEIBERT
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Instrument prepared by and after recording return to:
Steven M. Falk, Esq., Falk Law Firm, P.A.
7400 Trail Blvd., Suite 103
Naples, FL 34108
(239) 596-8400

(Space above line for recording information)

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the President of Bonita Fairways Community Association, Inc., a Florida corporation not for profit, does hereby certify that at the Annual Members' Meeting held on March 25, 2026, at which a quorum was present, after due notice, the Voting Representatives approved the amendment attached hereto as Exhibit "A". The Declaration of Covenants, Conditions and Restrictions for Bonita Fairways was recorded in O.R. Book 2872, Page 2887, Public Records of Lee County, Florida.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and the seal of the corporation.

Witnesses:

Print Name: Sydnee Mehr
8910 Terrene Court, #200
Bonita Springs, FL 34135

Print Name: Aaron S. Weidner
8910 Terrene Court, #200
Bonita Springs, FL 34135

BONITA FAIRWAYS COMMUNITY ASSOCIATION, INC. (SEAL)

By: Donald Griffin
Donald Griffin
Its: President
8910 Terrene Court, #200
Bonita Springs, FL 34135

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 31 day of March, 2026, by (✓) physical presence or ( ) on line notarization, by Donald Griffin, as President of Bonita Fairways Community Association, Inc., the corporation described in the foregoing instrument, who is (✓) personally known to me or who has produced _____ as identification.

(SEAL) ANNETTE HERNANDEZ
Notary Public - State of Florida
Commission # HH 730304
My Comm. Expires Feb 4, 2030
Bonded through National Notary Assn.

Notary Public
My Commission Expires: 2-4-30

EXHIBIT A

AMENDMENTS TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR BONITA FAIRWAY AND TO BYLAWS OF BONITA FAIRWAYS COMMUNITY ASSOCIATION, INC.

Additional language indicated by underlining.
Deleted language indicated by ~~hyphens~~.

Section 1.14 of the Declaration is amended as follows:

1.14 "Family" means one adult natural person residing in a Living Unit, that person's lawful spouse, if any, and their unmarried children who regularly reside with them, if any. However, for purposes of determining use rights to the Clubhouse and any other recreation facilities and amenities located in the Common Area (collectively, the "Recreation Facilities"), the term "Family Members" means the owner's lawful spouse and their children (whether by blood, adoption or legal custody), brothers, sisters, parents and grandchildren, and such relatives' lawful spouses.

Section 1.17 of the Declaration is amended and new Sections 1.17.1 and 1.17.2 of the Declaration are created as follows:

1.17 "Guest" means a person (other than an invitee) who is physically present in a Living Unit, or occupies it on a temporary basis at the invitation of the owner or other legally permitted occupant, without paying valuable consideration.

1.17.1 "Day Guest" means a person (other than an invitee) who visits an owner but does not stay overnight in the owner's Unit and who uses the Recreation Facilities with the owner's permission. A Day Guest can use the Recreation Facilities with the owner's permission, subject to additional restrictions in the Bylaws and the Rules and Regulations.

1.17.2 "Overnight Guest" means a person (other than an invitee) who stays overnight in an owner's Unit for one or more nights and can use the Recreation Facilities with the owner's permission, subject to additional restrictions in the Bylaws and the Rules and Regulations.

Section 3.1 of the Declaration is amended as follows:

3.1 Common Areas. The Community Association shall operate, maintain and, when deeded by the Developer, hold record title to the Common Areas. The Common Areas are all portions of the Community that are not part of a Neighborhood or the Golf Course. Common Areas include, but are not limited to, the Clubhouse and related recreation facilities and amenities, private roads not within any Neighborhood, the Stormwater Management System, and entranceways. The Board of Trustees may promulgate reasonable rules and regulations regarding use of the Common Areas consistent with the Governing Documents. Use of

Common Areas shall be generally available to all members and their invitees, guests, family members and tenants, subject to the rules and the Governing Documents. However, use of Recreation Facilities shall not be available to members' invitees, who are those persons who are permitted by the member or other occupants of a Unit to use roads located in Bonita Fairways to obtain ingress and egress to and from the Unit in order to provide a service, make deliveries, perform repairs to the Unit and Lot or to perform a governmental function. Use of Recreation Facilities is subject to additional restrictions in the Bylaws and the Rules and Regulations. The costs of operating, maintaining, repairing, insuring and protecting the Common Areas and the facilities located thereon, or connected therewith, are a common expense of the Community Association and assessed against all Lois and Living Units subject to assessment as further provided in Section 9 of this Declaration.

Section 2.7 of the Bylaws is amended as follows:

2.7 Delegation of privilege to use Recreation Facilities ~~Common Areas~~.

(A) ~~In accordance with Section 4.4 of the Declaration of Covenants, a~~ A member may delegate his privilege to use the Recreation Facilities ~~Common Areas~~ to:

(1) ~~A reasonable number of~~ Not more than 2 Day Gguests per Living Unit who are not Family Members if accompanied by the member;

(2) Not more than 6 Day Guests who are Family Members in any one day.

(3) Not more than 6 Overnight Guests who are Family Members.

(4) Not more than 6 Overnight Guests who are not Family Members.

(5 ~~2~~) Residential tenants who reside in the member's Living Unit.

(B) In the case of residential tenants of the member's Living Unit who have signed a lease with the owner of the Living Unit that is provided to the Community Association, the delegating member must give prior written notice to the Community Association of such delegation, all subject to any appliable Rules and Regulations. The written notification must state the name, age, permanent address, and other information about each residential tenant and family member who will occupy the Living Unit as the Board may reasonably require, and must state the length of time the delegation is to be effective.

(C) A member who has delegated his use privileges and is not in residence in Bonita Fairways may not use Common Areas during the period of the delegation, except as the guest of another member.

(D) Members are responsible for keeping the Community Association informed as to the identity of all persons who normally reside with the member and intend to utilize the Common Areas.

(E) The Board of Trustees may place reasonable limits on the number of guests a member can entertain, or the frequency and length of a delegation of use privileges, and may impose use fees for certain facilities or privileges, which fees may be more than the fees (if any) charged to members and their families. With respect to usage of the pool and pickleball, tennis and bocce courts, play is reserved for owners, their Family Members, residential tenants and invited Guests. No league or group play is permitted, other than Community Association leagues established for owners and/or residential tenants.

(F) All delegations of privileges are subject to a limit of ~~the~~ one (1) family per Living Unit ~~limitation described in Section 4.2 of the Declaration of Covenants~~.