INSTR # 2014000101383, Doc Type RES, Pages 5, Recorded 05/15/2014 at 07:48 AM, Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee $44.00 Deputy Clerk ERECORD

This instrument was prepared by
and after recording return to:
Kristin M. Conroy, Esq.
Conroy, Conroy & Durant, P.A.
2210 Vanderbilt Beach Rd., Suite 1201
Naples, Florida 34109

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS AND SUPPLEMENTAL DECLARATION FOR BONITA FAIRWAYS

This AMENDMENT TO AND SUPPLEMENTAL DECLARATION FOR BONITA FAIRWAYS ("Amendment") is dated this 13th day of May, 2014, by **SABER BONITA, LLC,** a Florida limited liability company, whose post office address is 20900 N.E. 30th Avenue, Suite 812, Aventura, Florida 33180 ("Declarant") to amend and record the Supplemental Declaration to the Declaration of Covenants and Restrictions for Bonita Fairways.

BACKGROUND

WHEREAS, the Declaration of Covenants and Restrictions for Bonita Fairways is recorded in Official Records Book 2872, Page 2887 through 2960 of the Public Records of Lee County, Florida, as amended ("Declaration"); and

WHEREAS, Section 16.10 of the Declaration provides that the Declarant may, in its sole discretion, by an instrument filed of record, unilaterally modify, enlarge, amend, waive or add to the covenants, conditions, restrictions and other provisions of the Declaration and any recorded exhibit thereto; and

WHEREAS, Section 11.7 of the Declaration provides that prior to the turnover of the Association, the Declarant shall establish Voting Groups of one or more Neighborhood(s) of similar housing type to provide for relatively equal representation on the Board of Trustees for various Neighborhoods by recording a Supplemental Declaration; and

WHEREAS, Declarant, through the Agreement for the Assignment and Assumption of Rights for Bonita Fairways recorded as Instrument #2006000138694 (assigning rights as Declarant and Developer from the original Declarant, Alagold Communities Ltd., LLP, a Florida limited partnership to B.K. Devco, LLC, a Florida limited liability company), the Assignment and Assumption of Developer's and Declarant's Rights for Bonita Fairways recorded as Instrument #2010000025670 (assigning rights as Declarant and Developer from B.K. Devco, LLC, a Florida limited liability company to B.E. Devco, LLC, a Florida limited liability company) and the Assignment of Developer's and Declarant's Rights and Assignment of Development Rights-Bonita Fairways recorded as Instrument # 2011000279197 assigning rights as Declarant and Developer from B.E. Devco, LLC, a Florida limited liability company to Saber Bonita, LLC, a Florida limited liability company and Declarant herein) holds the rights as Declarant to record this Amendment and Supplemental Declaration; and

WHEREAS, Declarant desires to amend the Declaration to allow for the continued development of the Property within Bonita Fairways and to establish the Voting Groups by this Supplemental Declaration prior to the turnover of the Association.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the parties hereto, intending to be legally bound, do hereby agree as follows:

TERMS OF AMENDMENT

1. The above recitals are true and correct and incorporated herein by reference.

2. Declarant hereby amends the last paragraph of Section 4.1 as follows:

As long as Declarant or any Developer, owns a Parcel of undeveloped land within Bonita Fairways, or is offering Lots or Living Units for sale in the ordinary course of business, any and all rights and privileges of Members ~~members~~, and any and all restrictions, limitations, conditions and rules and regulations that a member shall be subject to, shall not be amended without the consent of the Declarant or any such Developer.

3. Declarant hereby adds at the end of the first paragraph of Section 5, the following language:

For so long as Saber Bonita, LLC, a Florida limited liability company, the Declarant herein, owns any Parcels of undeveloped land or is offering any property in Bonita Fairways for sale in the ordinary course of business or until its relinquishes assigns or transfers such rights, Saber Bonita, LLC specifically reserves to itself any and all density rights not otherwise owned, utilized by or allocated to any Developer within the Community.

4. Declarant hereby amends the first sentence of Section 5.14 as follows:

5.14 Signs. No signs, billboards or advertisements or any kind, including without limitation, those of realtors, politicians, contractors or subcontractors, shall be erected anywhere within the Community without the written consent of the Declarant or the Board of Trustees, except signs used or erected by Declarant or any Developer for sales and leasing purposes, entry and directional signs, and other signs that may be required by law.

5. Declarant hereby amends the first sentence of Section 5.21 as follows:

5.21 Assignment of Approval Rights. At such time as Declarant or any Developer no longer holds any Parcels, Lots or Living Units in the Community for sale in the ordinary course of business, or at such earlier time as Declarant may determine, all rights of the Declarant to approve or disapprove any construction, alteration or other material change in the function or the appearance of the physical property in the Community shall automatically devolve upon and be deemed assigned to the ARC.

6. Declarant hereby amends Section 6.1 as follows:

6.1 General. Except for the initial construction of Living Units, Neighborhood Common Area facilities, Common Area facilities, and related improvements by a ~~the~~ Developer, no building, structure or other improvement shall be erected or altered, nor shall any grading, excavation, landscaping, change of exterior color, or other work which in any way materially alters the exterior appearance of any structure, Lot, Living Unit, or Neighborhood Common Area be performed without the prior written approval of the ARC.

7. Declarant hereby amends the first sentence of Section 6.2 as follows:

6.2 Architectural Review Committee. The architectural and aesthetic review and control functions of the Community Association shall be administered and performed by the ARC. The ARC shall consist of not less than three (3) no more than seven (7) natural persons~~, none of whom are then serving as Trustees~~.

8. Declarant hereby amends Section 6.5 as follows:

6.5 ~~Developer~~ Declarant Control Period. Notwithstanding ~~the foregoing~~ anything to the contrary herein, ~~the Developer~~ Saber Bonita, LLC, a Florida limited liability company shall have the right, so

long as it owns any Parcels of undeveloped land or is offering any property in Bonita Fairways for sale in the ordinary course of business, to appoint all of the members of the ARC, or such lesser number as it may choose, or in the alternative, ~~the Developer~~ Saber Bonita, LLC may elect to have the Board of Trustees perform the function of the ARC. During this time, ~~the Declarant~~ Saber Bonita, LLC shall also have the power, in its sole discretion, to establish, amend or revoke any and all Design Review Guidelines.

9. Declarant hereby amends the first sentence of Section 7.2 as follows:

~~7.2~~ Construction, Maintenance and Warranty Work. Declarant (including its designees and contractors) reserves the right, for itself and any Developer, to enter any part of the Community and take any action reasonably necessary or convenient for the purpose of completing the construction or sales activity thereof, and for maintenance purposes and the completion of warranty work, provided such activity does not prevent or unreasonably interfere with the use or enjoyment of the Living Units or Lots by Owners.

10. Declarant hereby amends the last paragraph of Section 9.2 as follows:

Until the turnover of the Association to the Owners as set forth in Section 8.1 of the Bylaws of the Community Association, and terminating at such turnover, ~~During the period that Declarant membership exists,~~ the Declarant covenants to subsidize the general operating expenses of the Community Association by contributing the difference, if any, between net operating expenses (gross operating expenses, less all other revenues) and any other income receivable from members other than the Declarant. The foregoing shall not, however, obligate the Declarant to contribute to the funding of any reserve account for capital expenditures or deferred maintenance. Declarant's rights and obligations hereunder may be assigned to a successor Declarant or Developer.

11. Declarant hereby deletes Section 11.7 in its entirety and substitutes the following :

11.7 Voting Groups. In order to provide for relatively equal representation on the Board of Trustees for various Neighborhoods of different sizes and having potentially dissimilar interests, and to avoid a situation in which the Voting Representatives representing a group of similar Neighborhoods are able, due to the number of Units in those Neighborhoods, to elect a disproportionate number of Trustees, or exclude representation of others, Declarant hereby establishes the following Voting Groups for the election of Trustees to the Board following turnover of the Association:

Voting Group 1: Carousel Cove (109 Single Family homes)
Voting Group 2: Rosewood "A" Condominiums (24 Units) and Rosewood "B" Condominiums (44 Units)
Voting Group 3: Bermuda Fairways Condominium (142 Units)
Voting Group 4: Gardens at Bermuda Links Condominium (170 Units)
Voting Groups 5 & 6: Natura at Bonita Fairways (226 units). For so long as the Developer of Natura at Bonita Fairways controls its Sub-Association, the Developer shall appoint the Trustees for Voting Groups 5 & 6.
Voting Group 7: Declarant herein, Saber Bonita, LLC, so long as it owns any Parcels of undeveloped land or is offering any property in Bonita Fairways for sale in the ordinary course of business. At the time that it no longer owns any Parcels of undeveloped land or is no longer offering any property in Bonita Fairways for sale in the ordinary course of business, all Owners shall constitute Voting Group 7 for a Trustee-at-Large.

Each Voting Group shall be entitled to elect one Trustee, for a total of seven (7) Trustees. This Section 11.7 may not be amended without the written consent of Declarant or any Developer as long as Declarant or such Developer owns a Parcel for development or is offering Lots or Living Units in the Community for sale in the ordinary course of business. Subject to the foregoing, the Board of Trustees may amend this Section 11.7 without membership approval if the Board of Trustees deems it appropriate to revise the voting groups.

12. Declarant hereby adds the following sentence at the end of Section 13.2:

All or any of the rights, privileges, powers and immunities granted or reserved to the Declarant herein may be assigned by the Declarant to any person or entity without the consent of any other owner or the Community Association.

13. Declarant hereby amends Section 13.5 as follows:

13.5 Additions or Withdrawals of Property. For so long as Saber Bonita, LLC owns a Parcel of undeveloped land within Bonita Fairways, or is offering Lots or Living Units for sale in the ordinary course of business, Saber Bonita, LLC ~~Declarant~~ reserves to itself the right and the power, but neither the duty nor the obligations, to bring additional lands into the Community and subjecting those lands to the protective covenants and restrictions of this Declaration beyond those described in Exhibit "I-1" of this Declaration, as amended. ~~The Declarant~~ Saber Bonita, LLC also reserves the right in its sole discretion to withdraw property already included in Exhibit "I-1" as amended, from submission to this Declaration, except that property the Declarant does not own cannot be withdrawn unless the property owner joins in or consents in writing to the withdrawal.

14. Declarant hereby amends Section 13.6 as follows:

13.6 Appointment of Trustees.As further provided in the Bylaws, the ~~Developer~~ Declarant herein reserves the right to appoint all of the Trustees of the Community Association until the Turnover Meeting as provided in Section 8 of the Bylaws~~11.7 below~~, and shall have the right to appoint at least one Trustee until the time specified in Section 4.2~~(B)~~ of the Bylaws.

15. Declarant hereby adds paragraph 13.8 to the Declaration:

13.8 Developer's Use. Until each Developer has completed all of the contemplated improvements and has sold all of the Lots and Living Units within that Developer's land within Bonita Fairways, neither the Declarant, Owners nor the Association, nor their use of the Common Areas shall unreasonably interfere with the completion of the contemplated improvements or the sale of Lots or Living Units, nor shall they act in a manner detrimental to the development of the undeveloped lands. Each Developer, and its contractors, subcontractors and agents, shall have full rights of access and ingress and egress over and across any and all Common Areas until completion of all contemplated improvements and may make any use of the unsold Lots and Living Units and the Common Areas as may reasonably be expected to facilitate completion and sales, including but not limited to, maintenance of a sales office, display of signs, and showing the units for sale to prospective purchasers.

16. All other terms and conditions of the Declaration shall remain the same.

IN WITNESS WHEREOF, Developer has executed this Amendment to and Supplemental Declaration for Bonita Fairways the day and year first above written.

Signed, sealed and delivered in the presence of:

Kaura Capeles
Signature of Witness

Karena Capeles
Printed Name of Witness

Signature of Witness

Kathy Morales
Printed Name of Witness

SABER BONITA, LLC, a Florida limited liability company

By: Saber Real Estate Advisors, LLC, a Delaware limited liability company and its Managing Member

By: _____
Name: Michael Klinger
Title: Managing Member

STATE OF FLORIDA
COUNTY OF Miami-Dade

The foregoing instrument was acknowledged before me this 13 day of May, 2014, by Michael Klinger, as Managing Member of Saber Real Estate Advisors, LLC, a Delaware limited liability company, as Managing Member of Saber Bonita, LLC, a Florida limited liability company

FELIPE MUNOZ
MY COMMISSION # EE183320
EXPIRES March 26, 2016
(407) 398-0153 FloridaNotaryService.com

Signature of Notary Public

Felipe Munoz
Printed Name of Notary Public

(SEAL)

R:\S\Saber Bonita\Association\Amendment to and Supplemental Declaration.5.12.14.doc