

Deputy Clerk TKING
#2

This instrument prepared by:
Christopher J. Shields, Esq.
PAVESE LAW FIRM
1833 Hendry Street
Fort Myers, Florida 33901
(239) 334-2195

**CERTIFICATE OF AMENDMENT
TO THE
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF
BAYPOINTE YACHT & RACQUET CLUB, A CONDOMINIUM**

THE UNDERSIGNED, being duly elected and acting President and Secretary of BAYPOINTE YACHT AND RACQUET CLUB CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, do hereby certify that the amendment set forth below was approved, as evidenced by a written statement or ballot manifesting the intention that such amendment be adopted. The amendment was approved and adopted by the votes indicated for the purposes of amending the Amended and Restated Declaration of Condominium of Baypointe Yacht & Racquet Club, A Condominium, recorded at Instrument #2007000116730, and as may have been subsequently amended, in the Public Records of Lee County, Florida. The original Declaration of Condominium was recorded in Official Records Book 1745, Page 2221, *et seq.*, in the Public Records of Lee County, Florida.

The following amendment was approved by the affirmative vote of at least two-thirds (2/3) of the voting interests present, in person or by proxy, and voting at a duly noticed special meeting of the Association:

RESOLVED: That the Amended and Restated Declaration of Condominium of Baypointe Yacht & Racquet Club, A Condominium, be, and hereby is, amended, and the amendment to Amended and Restated Declaration of Condominium of Baypointe Yacht & Racquet Club, A Condominium, is adopted in the form attached hereto as **Exhibit "A"** and made a part hereof; and

FURTHER RESOLVED: That the Officers and Directors are hereby instructed and authorized to cause the aforementioned document to be filed of public record, together with a Certificate of Amendment.

Dated this 13 day of November, 2018.

WITNESSES (2):

**BAYPOINTE YACHT AND RACQUET CLUB
CONDOMINIUM ASSOCIATION, INC.**

Sign: [Signature]
Print: KENNETH M. VALZANTINE

Sign: [Signature]
Print: CATHY FAILLO

Sign: [Signature]
Print: ERWIN AUPPERLE
Title: President

WITNESSES (2):

Sign: [Signature]
Print: Kenneth M. Valentin

Sign: [Signature]
Print: Cathy Fajita

ATTEST:

Sign: [Signature]
Print: JON VAN RHEE
Title: Secretary

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this 13 day of November, 2018, by Erwin Aupperle, President of Baypointe Yacht and Racquet Club Condominium Association, Inc., who (check one): is personally known to me OR produced _____ as identification.

(Notary Seal/Stamp)



Notary Public – State of Florida

Sign: [Signature]
Print: Sheri Sanner
My Commission Expires: 1/5/21

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this 13 day of November, 2018, by Jon Van Rhee, Baypointe Yacht and Racquet Club Condominium Association, Inc., who (check one): is personally known to me OR produced _____ as identification.

(Notary Seal/Stamp)



Notary Public – State of Florida

Sign: [Signature]
Print: Sheri Sanner
My Commission Expires: 1/5/21

**AMENDMENT TO
THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF
BAYPOINTE YACHT & RACQUET CLUB, A CONDOMINIUM**

The Amended and Restated Declaration of Condominium of Baypointe Yacht & Racquet Club, a Condominium ("Declaration") shall be amended as follows (otherwise, all other provisions shall remain the same):

Language to be added is underlined. Language to be deleted is ~~struck through~~.

9. MAINTENANCE; LIMITATIONS UPON ALTERATIONS AND IMPROVEMENTS.

Responsibility for the protection, maintenance, repair and replacement of the condominium property, and restrictions on its alteration and improvement shall be as follows:

9.1 Association Maintenance. The Association is responsible for the protection, maintenance, repair and replacement of all common elements and association property (other than limited common elements that are required elsewhere herein to be maintained by the unit owner). The cost is a common expense. The Association's responsibilities include, without limitation:

- (A) Electrical wiring up to the circuit breaker panel in each unit.
- (B) Water lines, up to the individual unit cut-off valve.
- (C) Cable television lines up to the wall outlet.
- (D) Main air conditioning condensation drain lines, up to the point where the individual unit drain line cuts off and, effective April 2, 2018, all air conditioning refrigerant lines.
- (E) Sewer lines, up to the point where they enter the individual unit.

9.2 Unit Owner Maintenance. Each unit owner is responsible, at his own expense, for all maintenance, repairs, and replacements of his own unit and of certain limited common elements. The owner's responsibilities include, without limitation:

- (A) All screens, windows, window glass, and related hardware and frames.
- (B) The entrance door to the unit and its interior surface.
- (C) All other doors within or affording access to the unit.
- (D) The electrical, mechanical and plumbing fixtures, switches, valves, drains and outlets (including connections) located partially or entirely within the unit and serving only the unit.



- (E) The circuit breaker panel and all electrical wiring going into the unit from the panel.
- (F) Appliances, water heaters, smoke alarms and vent fans.
- (G) All air conditioning and heating equipment, thermostats, ducts and related installations serving the unit exclusively, except for refrigerant lines as of April 2, 2018.
- (H) Carpeting and other floor coverings.
- (I) Door and window hardware and locks.
- (J) Shower pans.
- (K) The main water supply shut-off valve for the unit.
- (L) Other facilities or fixtures which are located or contained entirely or partially within the unit and serve only the unit.
- (M) All interior, partition walls which do not form part of the boundary of the unit.

Sections 9.3 through Section 9.14 shall remain unchanged.



2115 Second St.
P. O. Box 2278
Fort Myers, FL 33902
(239) 533-5007

Transaction # 102855055	Name: (PLF) PAVESE LAW FIRM
Receipt # 18020745	
Date: November 20, 2018 2:56 pm	Address:
Cashier: TKING	P.O. BOX 1507
Department: Recording	FORT MYERS, FL 33902
Source: Over the Counter	Attention:
Returned: Over the Counter	

MISC TRANSMITTAL

RESTRICTIONS

CFN: 2018000272632

RECORDING FEE \$35.50

PAYMENT:			
CHECK	17841	AMOUNT:	\$35.50

<u>Total Payments:</u>	<u>Total Fees:</u>	<u>Escrow Deposit:</u>	<u>Overage/Refund:</u>
\$ 35.50	\$ 35.50	\$ 0.00	\$0.00