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Instrument prepared by and after
recording return to:
Ashley D. Lupo, Esq.
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Naples, FL 34103
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Retn:
ROETZEL & ANDRESS
850 PARK SHORE DR 300
NAPLES FL 34103 3587

(Space above line for recording information)

**CERTIFICATE OF AMENDMENT**

THE UNDERSIGNED, being the duly elected and acting President of Coconut Bay II at Bridgewater Bay Condominium Association, Inc., a Florida not for profit corporation, does hereby certify that at the duly noticed special members' meeting held on February 21, 2007, at which a quorum was established, the amendments to the Declaration of Condominium of Coconut Bay II at Bridgewater Bay, a Condominium, the amendments to the Articles of Incorporation of Coconut Bay II at Bridgewater Bay Condominium Association, Inc., and the amendments to the Bylaws of Coconut Bay II at Bridgewater Bay Condominium Association, Inc., as set forth on Exhibits "A", "B" and "C", respectively, were approved by the required vote of the members. The Declaration of Condominium of Coconut Bay II at Bridgewater Bay, a Condominium was originally recorded at O.R. Book 3640, Page 1765, et seq., Public Records of Collier County, Florida.

COCONUT BAY II AT BRIDGEWATER BAY CONDOMINIUM ASSOCIATION, INC.
(SEAL)

By: _____

Its: PRESIDENT

Dawn Mitschele
Witness:
Print Name: Dawn Mitschele

Witness:
Print Name: Maria Negroncero

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this _____ day of _____, 2007, by _____, as President of Coconut Bay II at Bridgewater Bay Condominium Association, Inc., the corporation described in the foregoing instrument and who is ( ) personally known to me or who has produced _____ as identification and acknowledged executing the same under authority vested in him/her by said corporation and the seal affixed thereto is the seal of said corporation.

SEE CALIFORNIA ACKNOWLEDGMENT ATTACHED HEREWITH

Notary Public
Print Name:
My Commission Expires:

519106.115634.0001

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California
County of SAN DIEGO } ss.

On 16 MARCH 2007 (Date) before me, LIXYA PRESTON DE SILVA, NOTARY PUBLIC (Name and Title of Officer (e.g., "Jane Doe, Notary Public"))

personally appeared MICHAEL D. MITSCHELE (Name(s) of Signer(s))

~~☐ personally known to me~~

☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

LIXYA PRESTON DE SILVA
Commission # 1575598
Notary Public - California
San Diego County
My Comm. Expires May 5, 2009

Place Notary Seal Above

Signature of Notary Public

COLLIER COUNTY FLORIDA CLERK OF THE CIRCUIT COURT COPY

## OPTIONAL

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: CERTIFICATE OF AMENDMENT

Document Date: 16 MARCH 2007 Number of Pages: TWO

Signer(s) Other Than Named Above: RICHARD BLANCO, CARLOS DIAZ

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____
RIGHT THUMBPRINT OF SIGNER
Top of thumb here

Signer's Name: _____
☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____
RIGHT THUMBPRINT OF SIGNER
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**AMENDMENTS TO THE DECLARATIONS OF CONDOMINIUM FOR COCONUT BAY I AT BRIDGEWATER BAY, A CONDOMINIUM COCONUT BAY II AT BRIDGEWATER BAY, A CONDOMINIUM**

Additions indicated by underlining.
Deletions indicated by ~~strikethough~~.

4.3 "Association" means ~~Coconut~~Turtle Bay ~~[Roman Numeral Deleted]~~III at Bridgewater Bay Condominium Association, Inc., the Surviving Corporation by virtue of corporate merger, a Florida Corporation not for profit, the entity responsible for the operation of this condominium and any other Condominium in the Carriage Homes Complex by virtue of the corporate merger. The Association is a "Neighborhood Association", as defined in the Community Documents. In the event of a corporate merger between any of the Associations in the Carriage Homes Complex, all rights, duties and liabilities of the Condominium Associations shall be vested in the Surviving Corporation.

4.23 "Carriage Homes Complex" means collectively the condominiums operated by the Surviving Corporation by virtue of a corporate merger. It is anticipated that Turtle Bay I at Bridgewater Bay, a Condominium, Turtle Bay II at Bridgewater Bay, a Condominium, Turtle Bay III at Bridgewater Bay, a Condominium, Coconut Bay I at Bridgewater Bay, a Condominium, and Coconut Bay II at Bridgewater Bay, a Condominium, will comprise the Carriage Homes Complex.

6.2 Appurtenances to Each Unit. The owner of each unit shall have certain rights and own a certain interest in the condominium property, including without limitation the following:

[The provisions of subsection (A) remain unchanged]

(B) Membership in the Association, with full voting rights appertaining thereto, which shall be acquired an exercised as provided in the Articles of Incorporation and Bylaws of the Surviving Corporation by virtue of a corporate merger~~Association, attached hereto as Exhibits "C" and "D", respectively~~.

[The remainder of this Section remains unchanged]

**9. ASSOCIATION:** The operation of the Condominium is by ~~Coconut~~Turtle Bay ~~[roman numeral deleted]~~ III at Bridgewater Bay Condominium Association, Inc., the surviving Corporation by virtue of a corporate merger, a Florida corporation not for profit, which shall perform its functions pursuant to the following:

9.1 Articles of Incorporation. ~~A copy of t~~The Articles of Incorporation of the Association shall be the Articles of Turtle Bay III at Bridgewater Bay Condominium Association, Inc.~~is attached as Exhibit "C".~~

Exhibit "A"

9.2 Bylaws. The Bylaws of the Association shall be the Bylaws of Turtle Bay III at Bridgewater Bay Condominium Association, Inc.~~attached as Exhibit "D" as they may be amended from time to time.~~

9.4 Membership. The membership of the Association shall be comprised of owners of the units in all Condominiums in the Carriage Homes Complex which may be operated by the Association as a result of corporate mergers, as further provided in the Bylaws.

9.8 Purchase of Units. The Association has the power to purchase units in all Condominiums in the Carriage Homes Complex which may be operated by the Association has a result of corporate mergers, ~~the Condominium~~ and to hold, lease, mortgage or convey them, such power to be executed by the Board of Directors.

**10. ASSESSMENTS AND LIENS:** The Association has the power to levy and collect assessments against each unit and unit owner in order to provide the necessary funds for proper operation and management of the condominium and for the operation of the Association. This power includes both "regular" assessments for each unit's share of the common expenses as set forth in the annual budget, and "special" assessments for unusual, non-recurring or unbudgeted common expenses. The Association may also levy special charges against any individual unit for any amounts, other than for common expenses, which are properly chargeable against such unit under this Declaration or the Bylaws. Notwithstanding any reference to the contrary contained in this Declaration, following a corporate merger, unit owners in this Condominium shall pay assessments in the manner mandated by law for a "multi-condominium" association. For example, any expenses related solely to a particular condominium, such as construction defects, shall be borne by the owners in that Condominium alone. Assessments shall be levied and payment enforced as provided in Section 6 of the Bylaws, and as follows:

[The remainder of this Section remains unchanged]

11.5 Alterations and Additions to Common Elements and Association Property. The protection, maintenance, repair, insurance and replacement of the common elements in all condominiums operated by the Association and association property is the responsibility of the Association, and the cost is a common expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the common elements operated by the Association or any real property owned by the Association which costs more than $7,500 in the aggregate per Condominium in the Carriage Homes Complex in any calendar year without the prior approval of at least a majority of the voting interests in all condominiums operated by the Association. Alterations or additions costing less than this amount may be made with Board approval. If work reasonably necessary to protect, maintain, repair, replace or insure the common elements operated by the Association or association property also constitutes a material alteration or substantial addition to the common elements or association property, no prior unit owner approval is required. The approval of the Board of Directors or the members pursuant to this Section 11.5 shall be in addition to any approval required by the ARC.

16.3 "Very Substantial" Damage. As used in this Declaration, the term "very substantial" damage shall mean loss or damage caused by a common occurrence whereby at least three-



Exhibit "A"

fourths (3/4ths) or more of the total units in an affected condominium cannot reasonably be rendered tenantable within 60 days. Should such "very substantial" damage occur then:

[Subsections (A) and (B) remain unchanged]

(C) A membership meeting of the affected condominium shall be called by the Board of Directors to be held not later than 60 days after the Board has obtained the estimates, to determine the opinion of the membership on reconstruction or termination of the affected Condominium, subject to the following:

(1) If the insurance proceeds and reserves available for restoration and repair are sufficient to cover the estimated cost thereof so that it is reasonably anticipated that the repairs and reconstruction can be accomplished with a special assessment not exceeding 15% of the total annual budget for the year in which the casualty occurred, then the affected Condominium shall be restored and repaired unless 2/3rds of the total voting interests in the affected Condominium shall vote for termination, in which case the affected Condominium shall be terminated.

(2) If upon the advice of legal counsel, it appears unlikely that the applicable zoning or other regulatory laws will allow reconstruction of the same number and general types of units; or if the insurance proceeds, reserves and other association funds available for restoration and repair are not sufficient to cover the estimated cost thereof so that it is reasonably anticipated that the repairs and reconstruction can only be accomplished by levying special assessments exceeding 15% of the total annual budget for the year in which the casualty occurred, unless 2/3rds of the total voting interests in the affected Condominium vote in favor of such special assessment and against termination of the affected Condominium, it shall be terminated and the property removed from the provisions of the Condominium Act. If the requisite number of unit owners approve reconstruction, the Board of Directors shall levy the necessary assessments and shall proceed to negotiate and contract for repairs and restoration. The proceeds from the special assessments shall be added to the funds available for repair and restoration of the property.

16.6 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original buildings, or according to different plans and specifications approved by the Board of Directors, by the owners of at least 2/3rds of the units in the Association, and by the Primary Institutional Mortgagee, if any. Such approvals may not be unreasonably withheld. However, no change in plans and specifications shall materially reduce the interior floor space of any unit without the consent of the affected unit owner and his institutional mortgagee, if any.

18.6 Partition; Sale. Following termination, the former condominium property and association property may be partitioned and sold upon the application of any unit owner. If following a termination, at least 75% of the voting interests in the particular condominium agree to accept an offer for the sale of the property, the Board of Directors shall notify the termination trustees, and the trustee shall complete the transaction. In that event, any action for partition of the property shall be held in abeyance pending the sale, and upon the consummation of the sale shall be discontinued by all parties thereto. If the unit owners have not authorized a sale of the former condominium and association property within one year after the recording of the Certificate of



Exhibit "A"

Termination, the trustee may proceed to sell the property without agreement by the former unit owners. The proceeds of the sale of any of the property or assets of the Association shall be distributed by the termination trustee to the beneficial owners thereof, as their interests shall appear.

**22. AMENDMENT OF DECLARATION.** Except as otherwise provided elsewhere above as to amendments made by Developer, all amendments to this Declaration shall be proposed and adopted in the following manner:

22.1 Proposal. Amendments to this Declaration may be proposed by the Board of Directors, or by written petition to the Board signed by written petition signed by the owners of at least 1/4th of the units in the Association.

22.3 Vote Required. Except as otherwise provided by law or by specific provision of the condominium documents, or except where a greater percentage vote is required by this Declaration for a certain action (in which case such greater percentage shall also be required to effectuate an amendment) (e.g., Section 9.12 herein), this Declaration may be amended by concurrence of at least 2/3rds of those voting interests in the entire Association who are present, in person or by proxy, and voting at any annual or special meeting called for the purpose. It is the intent of this provision that no Declaration of any of the Condominiums operated by the Surviving Corporation subsequent to corporate merger may be amended independently of any other Declaration. ~~The foregoing notwithstanding, prior to assumption of control of the Association by unit owners other than Developer, this Declaration may be amended by vote of a majority of the Directors.~~

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24.1 Corporate Merger. It is contemplated that Turtle Bay I at Bridgewater Bay Condominium Association, Inc., Turtle Bay II at Bridgewater Bay Condominium Association, Inc., Coconut Bay I at Bridgewater Bay Condominium Association, Inc. and Coconut Bay II at Bridgewater Bay Condominium Association, Inc. will merge with Turtle Bay III at Bridgewater Bay Condominium Association, Inc. Turtle Bay III at Bridgewater Bay Condominium Association, Inc. shall be the Surviving Corporation. In the event that the Corporate merger is not approved by the voting interests in this Condominium, then all of the herein amendments to the governing documents of this Condominium shall be void. In the event the merger and all requisite amendments are approved, then notwithstanding anything to the contrary contained in the governing documents of this Condominium, all references to the "Association" shall mean the surviving corporation and all references to the Articles of Incorporation and Bylaws shall mean the Articles of Incorporation and Bylaws of the Surviving Corporation.

Exhibit "A"

**AMENDMENT TO ARTICLES OF INCORPORATION OF COCONUT BAY II AT BRIDGEWATER BAY CONDOMINIUM ASSOCIATION, INC.**

Substantial Rewording of Articles of Incorporation. See Articles of Incorporation for Current Text.

In the event of approval of a corporate merger with Turtle Bay III at Bridgewater Bay Condominium Association, Inc., the Articles of Incorporation shall be amended and restated in their entirety by replacing them with the Articles of Incorporation of Turtle Bay III at Bridgewater Bay Condominium Association, Inc. (to be renamed Bridgewater Bay Carriage Homes Association, Inc.).




Exhibit "B"

**AMENDMENT TO BYLAWS OF COCONUT BAY II AT BRIDGEWATER BAY CONDOMINIUM ASSOCIATION, INC.**

Substantial Rewording of Bylaws. See Bylaws for Current Text.

In the event of approval of a corporate merger with Turtle Bay III at Bridgewater Bay Condominium Association, Inc., the Bylaws shall be amended and restated in their entirety by replacing them with the Bylaws of Turtle Bay III at Bridgewater Bay Condominium Association, Inc. (to be renamed Bridgewater Bay Carriage Homes Association, Inc.).

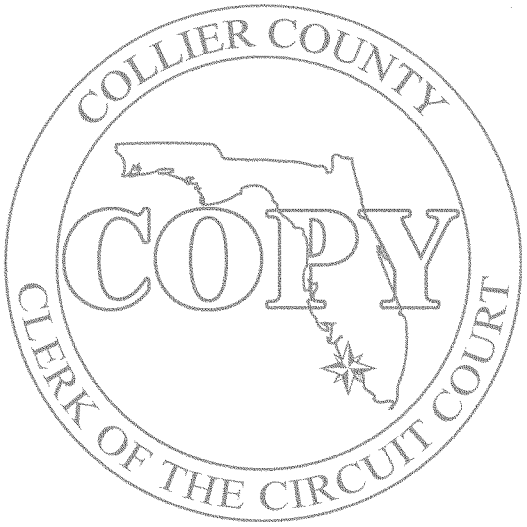



Exhibit "C"