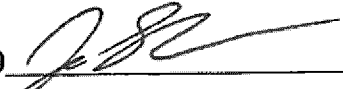


PREPARED BY:
RICHARD DEBOEST II, ESQ.
GOEDE, DEBOEST & CROSS, PLLC
2030 MCGREGOR BLVD.
FORT MYERS, FL 33901

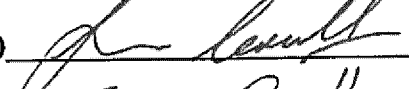
**CERTIFICATE OF AMENDMENT OF THE AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICIONS
FOR
BONITA NATIONAL**

THE UNDERSIGNED being the President and Secretary of BONITA NATIONAL HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, do hereby certify that the attached amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bonita National, the original of which was recorded in Instrument #2015000023564 of the Public Records of Lee County, Florida, was duly approved, adopted and ratified by sufficient votes of the Membership at a meeting called for that purpose at which a quorum was present held on the 31st day of March, 2025. Dated this 1 day of May 2025.

WITNESSES:

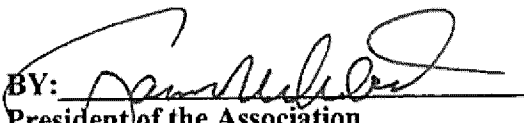
(Sign) 

(Print) JP Shephard

(Sign) 

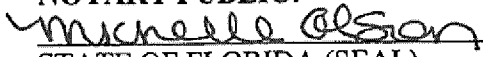
(Print) SIMON COULLS.

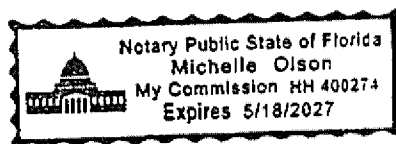
BONITA NATIONAL HOMEOWNERS ASSOCIATION, INC.

BY: 
President of the Association
Print Name: James Werbeck

**STATE OF FLORIDA
COUNTY OF LEE**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this 1 day of May 2025 by Jame Werbeck as President of BONITA NATIONAL HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced _____ as identification and did (did not) take an oath.

NOTARY PUBLIC:

STATE OF FLORIDA (SEAL)
My Commission Expires: 5/18/27



WITNESSES:

(Sign) [Signature]

(Print) Christopher Kelly

(Sign) [Signature]

(Print) Simon Coulls

BONITA NATIONAL HOMEOWNERS ASSOCIATION, INC.

BY: [Signature]

Secretary of the Association

Print Name: David Straub

**STATE OF FLORIDA
COUNTY OF LEE**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this 1 day of May 2025 by David Straub as Secretary of BONITA NATIONAL HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced _____ as identification and did (did not) take an oath.

NOTARY PUBLIC:

Michelle Olson

STATE OF FLORIDA (SEAL)

My Commission Expires: 5/18/27



**AMENDMENTS TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR BONITA NATIONAL**

NOTE: WORDS BEING ADDED ARE UNDERLINED AND WORDS BEING REMOVED ARE ~~STRUCK THROUGH~~.

Amendment No. 1 to the Declaration:

8.3 Maintenance and Alteration. The Association is responsible for the maintenance, repair, replacement, insurance, protection and control of all Common Areas in accordance with all applicable laws, and shall keep the same in good, safe, clean, attractive and sanitary condition, and in good working order at all times. There shall be no material alterations of or substantial additions to the Common Areas costing more than \$100,000 ~~but less than \$1,000,000, in the aggregate during any fiscal year~~ 1.5% of total annual Budgeted revenues, excluding Capital Reserves in the aggregate unless first ~~approved by a majority of the voting interests of the Members of the Association present and voting, in person or by proxy, and for such projects costing \$1,000,000 or more unless first~~ approved by at least two-thirds (2/3) of the voting interests present and voting, in person or by proxy or by electronic means. However, if work that is reasonably necessary to meet the Association's obligations under the first sentence of this Section 8.3 also constitutes a material alteration or substantial addition, no prior Membership approval is required. The Owners have the right to enforce, by appropriate legal means, the Association's duty to operate, maintain, repair, replace and insure the Common Areas, including without limitation all improvements placed thereon.

Amendment No. 2 to Declaration:

9.12 Resale Capital Assessment. ~~In addition to the Initial Capital Assessments, t~~The Association may levy a Resale Capital Assessment upon the transferee in any conveyance of a Lot or Living Unit by a Member. The amount of the Resale Capital Assessment, including any interest income earned on the Capital Reserve Fund investments from these funds, shall be used solely for Capital Reserve expenditures to enhance and improve Association Common Area components to the benefit of the Owners within Bonita National. Furthermore, the manner of payment and the amount, ~~and whether the assessment is treated as income (to pay operating expenses) or as capital reserve contributions,~~ shall be as determined by resolution of the Board from time to time; provided, however, all Lots or Living Units similarly situated shall be assessed at a uniform rate. ~~Unless subsequently adjusted by the Board, the amount of the Resale Capital Assessment shall be initially set as \$1,250.00.~~ The due date shall be the date of the closing of the conveyance. Payment of the Resale Capital Assessment shall be the legal obligation of the transferee. For purposes of this Section, the term "conveyance" shall mean the transfer of record legal title to a Lot or Living Unit by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial Ownership by means of an agreement for deed. It does not refer to a transfer of title resulting from foreclosure of a lien, or the death of the transferee, nor to a transfer of title to a Director or the transferor's spouse without changing occupancy, solely for estate planning or tax reasons. Resale Capital Assessments shall be considered an assessment and can be collected as such in accordance with the provisions of this Section 9.