

Prepared by and after
recording return to:
Glenn J. Ballenger, Esq.
Ballenger Law Firm, P.A.
P.O. Box 413005-309
Naples, FL 34101

(The space above this line is reserved for recording information.)

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected President of RIVER POINTE MARINA, INC., a Florida corporation not-for-profit, does hereby certify that at a meeting of the members held on March 7, 2019, after due notice, called for the purpose of amending the Amended and Restated Declaration of Condominium of Beau Mer Bay Club as recorded at O.R. Book 3052, at Page 1239 et seq., and which original Declaration was recorded at O.R. Book 1097, at Page 1199, all in the Public Records of Collier County, Florida, the following resolutions were approved by more than a two-thirds of the voting interests present at the meeting:

RESOLVED: That the Amended and Restated Declaration of Condominium of Beau Mer Bay Club is hereby amended by the form attached hereto and made a part hereof.

Date 9/23/2019

RIVER POINTE MARINA, Inc.

Signature of Witness

By: [Signature]

Joseph Brown
Printed name of Witness

Ray L. Steele, President
PO Box 9355
Naples, Florida 34102

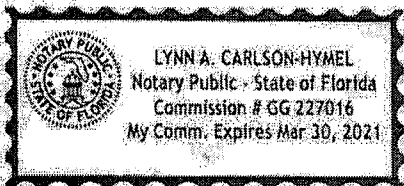
[Signature]
Signature of Witness

(SEAL)

Cheryl Coolong
Printed name of Witness

STATE OF FLORIDA
COUNTY OF COLLIER

I hereby certify that on this 23rd day of September, 2019, personally appeared before me Ray L. Steele, as President of RIVER POINTE MARINA, Inc., a Florida corporation not for profit, who executed the foregoing certificate in the name of, and on behalf of, said corporation. He (choose one) is personally known to me or has produced _____ for identification and did not take an oath.



[Signature]
Signature of Notary Public

LYNNA CARLSON-HYMEL
Print name of Notary (SEAL)

My Commission Expires:

**AMENDMENT TO THE AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OF
BEAUMER BAY CLUB, A CONDOMINIUM**

Note: New language is underlined; language being deleted is shown in ~~struck through~~ type.

Section 11.1 of the Amended and Restated Declaration of Condominium of Beaumer Bay Club, A Condominium shall be amended as follows:

11.1 Units. Only one vessel shall be kept in a unit. Only a leisure or recreational motorboat, sailboat or watercraft which is self propelled and in a seaworthy condition, together with any dinghy or other board kept thereon, shall be permitted to occupy any unit at the condominium at any time. “Seaworthy” shall mean that a vessel is in working order and can be mechanically propelled under its own power except during periods of short duration when the vessel is actively undergoing repairs. Owners shall maintain the exterior of vessels moored in the marina in a clean and visually attractive condition at all times. The exterior of vessels must be cleaned at least one time per quarter. No floating homes, house-like barges, seaplanes, airboats, hovercraft, charter or commercial vessels shall be permitted within the condominium. No business or commercial activity shall be conducted in or from any unit. No dry storage or dry docking of vessels shall be permitted, including installation of any hydraulic lifts. In the event that any dispute as to whether a particular vessel or boat is permitted to be kept or otherwise operated at the condominium, the determination of the Board of Directors of the Association made at its sole discretion shall be dispositive. A two member committee consisting of Board Members shall inspect a vessel or unit after a written complaint by a unit owner. If the committee determines, in its sole discretion, that a vessel is not seaworthy, or is not being maintained in a clean and visually attractive condition, notice shall be given to the owner of the vessel by the Association to take corrective action. The vessel’s owner shall have fifteen (15) days from the date notice is given in which to correct the violation. Notice to the owner can be by U.S. Mail, other common carrier, facsimile transmission or by electronic mail (e-mail).

Section 11.2 of the Amended and Restated Declaration of Condominium of Beaumer Bay Club, A Condominium shall be amended as follows:

11.2 Length and Depth of Vessels. The maximum length and depth of vessels moored in units at the condominium shall be as follows:

(A) Vessels moored in a twenty-four foot (24') slip shall not exceed twenty-eight feet length water line (28' LWL).

(B) Vessels moored in a twenty-eight foot (28') slip shall not exceed thirty-four feet length water line (34' LWL).

~~(AC)~~ Vessels moored in a forty-eight foot (48') slip shall not exceed forty-four feet length water line (44' LWL).

(D) Other than sailboats currently moored at the marina as of the date of this amendment, whether owned by the unit owner or the unit owner’s tenant, as of the date of this amendment, no sailboat with a keel depth greater than four feet (4') shall be permitted to be moored in the marina. Should a unit owner or tenant dispose of, sell, or otherwise permanently remove a sailboat with a keel depth greater than four feet (4'), any replacement sailboat to be moored in a slip must comply with this provision.