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OR BK 16324 P6 0546
Palm Beach County, Florida

This instrument prepared by and return to:
Theresa M. Lemme, Esquire
ST. JOHN, CORE, FIORE & LEMME, P.A.
Centurion Tower, Suite 701
1601 Forum Place
West Palm Beach, Florida 33401
(561) 655-8994

**CERTIFICATE OF AMENDMENT TO THE
SECOND AMENDED AND RESTATED BY-LAWS OF
BONITA ISLE MANAGEMENT ASSOCIATION, INC.**

I HEREBY CERTIFY that the attached Exhibit "A" to this Certificate was duly adopted as Amendment to Amended and Restated By-Laws of Bonita Isle Management Association, Inc., creating the the Second Amended and Restated By-Laws of Bonita Isle Management Association, Inc. The original Amended and Restated By-Laws of Bonita Isle Management Association, Inc. is recorded in Official Records Book 6439, at Page 1550, of the Public Records of Palm Beach County, Florida and the original Amended and Restated Declaration of Covenants, Conditions and Restrictions for Bonita Isle of Lakes of Sherbrooke, is recorded in the Official Records Book 6439, at Page 1507, of the Public Records of Palm Beach County, Florida.

DATED this 12th day of December, 2003.

As to witnesses:

BONITA ISLE MANAGEMENT ASSOCIATION, INC.

[Signature]
Witness M. R. L. ~ R. M. J. B. A.

By: [Signature]
Victor Serra, President

[Signature]
Witness Robert Saldani

Attest: [Signature]
Keith Neilson, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 12th day of December, 2003, by Victor Serra, as President and Keith Neilson, as Secretary of Bonita Isle Management Association, Inc., respectively, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. They are personally known to me or have produced FL. License and _____ as identification and who did take an oath.

Laurie D. Rasmussen
NOTARY PUBLIC
State of Florida at Large.
My Commission Expires _____



SECOND AMENDED AND RESTATED

BY-LAWS

OF

BONITA ISLE MANAGEMENT ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is BONITA ISLE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 8130 Havasu Court, Lake Worth, FL 33467, but meetings of members and Directors may be held at such places within the State of Florida, County of Palm Beach, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

The definitions of words as defined in the Declaration of Restrictions and recorded in the Public Records of Palm Beach County, Florida, are incorporated herein by reference and made a part hereof.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meeting. The annual meeting of the members shall be held at least once each calendar year on a date and at a time to be determined by the Board of Directors.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-half (1/2) of all of the votes of the Association.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary, or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member

BY-LAWS

1

Exhibit "A"

entitled to vote thereat, addressed to the member's address last appearing on the books of the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

In the event of an emergency the Board may, in its discretion, call a meeting of the voting members within such time and in such manner as it deems appropriate.

Section 4. Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the votes of the Association shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors consisting of not less than five (5), nor more than nine (9) persons who must be members of the Association. As of the date of the execution hereof, the Board of Directors consists of seven (7) members, which may be increased to the maximum number or decreased to the minimum number as deemed necessary by a majority vote of the Board of Directors.

Section 2. Term of Office. The term of office for a Board Member shall be three (3) years. At each Annual Meeting a number of Directors, equal to those whose term of office have expired, shall be elected by the members of the Association for the ensuing term of three (3) years.

Section 3. Removal. At such time as the members of the Association are permitted to elect Directors, any Director may be removed from the Board with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

The nomination and election of Directors shall be conducted as follows:

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman and two (2) or more members of the Association. One of the members must be a member of the Board. The Nominating Committee shall make nominations for election to the Board of Directors for not less than the number of vacancies that are to be filled.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise. The persons receiving the largest number of votes shall be elected.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Annual Meetings. Annual meetings of the Board of Directors shall be held at such date, place and time as may be fixed, from time to time, by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors after not less than three (3) days' notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the powers reasonably necessary

to operate and maintain the Association, including, but not limited to, the following:

(a) Adopt and publish Rules and Regulations governing the use of the Homesite Properties, Common Area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties and/or fines for the infraction thereof;

(b) Suspend the voting rights and right to use of the Common Area of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Article of Incorporation or the Declaration;

(d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) Employ a manager, and independent contractor, or such other employees as they deem necessary, prescribe their duties and delegate any or all of the duties and functions of the Association and/or its officers; and

(f) Adopt and publish Rules and Regulations regarding leasing of dwelling on the Lots which are incorporated herein by reference and which may be amended from time to time by the Board as deemed necessary.

Section 2. Duties. It shall be the duty of the Board of Directors to cause the Association to perform the purposes for which it was formed, including, but not limited to, the following:

(a) Maintain and preserve in the office of the Association a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members;

(b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration, to prepare an annual budget and fix the amount of the annual assessment against each Lot and send notice thereof to every Owner at least thirty (30) days in advance of each annual assessment period;

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person.

a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain liability, hazard, property and /or casualty insurance on property owned by the Association and as required by the Declaration.

(f) The President, the Vice-President, the Secretary and the Treasurer shall each be covered with a fidelity bond for an amount of not less than \$50,000. The premium thereof shall be paid by the Association.

(g) All independent contractors, agents or their employees having any fiscal responsibilities to the Association shall furnish the Association with a fidelity bond not less than \$50,000.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The Officers of this Association shall be a President, Vice-President, Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by a majority vote of the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by a majority vote of the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the majority vote of the Board. The officer appointed to such vacancy shall serve for the remainder of

the term of the officer he replaces.

Section 7. Multiple Officers. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

(a) The President shall preside at all meetings of the members and Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

VICE-PRESIDENT

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board. He shall also have the authority to co-sign all checks and promissory notes when acting in the place of the President.

SECRETARY

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board members and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board. The Secretary shall be responsible for maintaining and preserving in the office of the Association a complete record of all its acts and corporate affairs. The Secretary shall maintain a chronological listing of all reporting documents that must be filed from time to time by the Association. He/she shall be responsible for notifying the proper officer of the required filing date sufficiently in advance to cause timely filing of the document.

TREASURER

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year. The Treasurer shall prepare a statement which shall be mailed to the membership not less than thirty (30) days prior to the Annual Meeting consisting of the following:

- (1) Detailed itemized listing of all income and actual expenditures for the prior calendar year.
- (2) Corresponding itemization of the current year budget.
- (3) Corresponding itemization of the ten (10) month actual a two (2) month estimated and a total thereof for the current year.
- (4) Corresponding itemized budget for the new calendar year.

The Treasurer shall also include in the above mailing a Balance Sheet as of October 31st of the current year, as well as a statement of accounts listing the depository financial institution where the Association funds are deposited and the respective amounts, interest rate and maturity dates thereof.

ARTICLE IX

COMMITTEES

The Association shall appoint members to the Architectural Committee as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, a late fee of \$25.00, beginning from the due date, may be levied by the Board of Directors for each month the assessment is late, and the Association may bring an action against the Owner personally obligated to pay the same and/or foreclose the lien against the property, and interest, costs, and reasonable attorneys' fees incurred by the Association in connection with collection and/or appeal shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the

BY-LAWS

Assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE XII

LEASING AND LEASES

A. No unit owner may lease his/her unit for a term of less than six (6) months nor more than twelve-month period. No owner shall lease a unit during the first twelve (12) months after the owner takes title to such unit by transfer conveyance, gift, devise or inheritance. No units may be sub-leased. All leases must be approved by the Board of Directors, including each successive renewal of a lease.

B. No lease shall be permitted other than to a single family. Leases to corporations or to other business entitles are not permitted.

C. An owner must notify the Board of Directors of the BONITA ISLE HOMEOWNERS ASSOCIATION, INC. ("Association") of an intention to lease and must provide the Board with the following:

1. An executed photocopy of the proposed Lease, with a contingency that Association approval be obtained.
2. A fully completed application, signed and dated in a form approved and supplied by the Board of directors. The current approved form is attached to these By-Laws as Exhibit "1".
3. An application fee payable to the Association, must accompany the completed application. Until further notice, the fee is \$150.00 or such amount as may be provided in Chapter 720 and must be payable to the Association along with the completed application.
4. A certification from the Lessees and intended permanent adult occupants that they have been furnished by the Owner with a copy of 1) Articles of Incorporation; 2) Declaration of Protective Covenants; 3) By-Laws and 4) Rules and Regulations of Bonita Isle Homeowners Association, Inc. and the 5) Articles of Incorporation; 6) Declaration of Restrictive Covenants and 7) By-Laws of Sherbrooke Home Owners Association, Inc. (hereinafter referred to as the HOMEOWNERS DOCUMENTS"); and that they have read same and agree to comply with same.
5. A certificate from the Lessees and intended permanent adult occupants that the unit will not be sublet.
6. Any other documents and information reasonably required by the Board of Directors.

D. A personal interview is required between the Board and/or its Committee and the prospective Lessee(s) and intended adult occupants as an additional condition to approval.

E. The Board of Directors has the right to approve to disapprove a lease, and must do so within thirty (30) days from the completion of items in C. and D. above. This period of time does not begin to run until those items are completed.

F. Should the Board of Directors fail to disapprove a lease within the thirty (30) day period, the Lease will be automatically approved regardless of grounds that might have existed for disapproval. The grounds for disapproval include but are not limited to the following:

(a) Failure of the Lessee(s) and/or intended permanent adult occupant(s) to fully comply with the requirements of this Rule One.

(b) Inability of the prospective lessee(s) and/or occupant(s) who shall reside in the Unit to comply with the Homeowners Documents, as same are amended from time to time.

(c) The Unit Owner/Lessor is delinquent with respect to any assessment and fails or refuses to eliminate the delinquency prior to lease approval.

(d) In the sole and reasonable discretion of the Board of Directors:

1. The prospective Lessee(s) and/or intended occupant(s) have a residence history such that, or professes to the Association that, the Lessee(s) or intended occupant(s) are unable or unwilling to comply with the Homeowners Documents.

2. The prospective Lessee(s) and/or intended occupant(s) present a danger or likelihood of disruption to the community.

G. Disapproval or approval is deemed given upon mailing of notice to the Lessor/Unit Owner.

H. No units may be occupied by a Lessee or any intended occupant (nor any personal belongings of same moved into the Unit) unless and until the Lease is approved by the Board of Directors of the Association.

I. Any Lease which is not authorized pursuant to this Rule shall be void unless subsequently approved by the Association. The Association's remedy for non-compliance here shall include the right to remove the occupants by an eviction action (i.e. forceable entry and detainer) or any other legal means available under the law or under the Homeowners Documents, as amended from time to time.

J. Background Check. The Association shall conduct a background check on all prospective lessee(s) and/or intended occupants of the unit to be leased who are over the age of 16.

K. The Board of Directors of the Association shall be entitled to delegate any of the foregoing power and authority to a Screening and Approval Committee established by the Board of Directors.

L. Occupancy Limitation. At no time shall more than five (5) persons occupy any Unit which is under lease. As used herein, a person is deemed to "occupy" the Unit where he or she stays overnight; and shall include permanent residents as well as visitors and guests.

M. Form. Notice and Application for Lease. Homeowner must give notice to the Board of Directors by completing the application Form attached in Exhibit "1", Article XII of the By-Laws, giving assurance that all conditions of all sections of Article XII are understood by both the Lessor and Lessee. The completed Notice and Application for Lease (Exhibit "1") and a check in the amount of \$150.00 or such amount as may be provided in Chapter 720, made payable to Bonita Isle Homeowners Association, Inc. must be sent by Registered Mail, Return Receipt Requested, to the Association at Post Office Box 541332, Lake Worth, Florida 33454, or hand-delivered to a member of the Board of Directors.

ARTICLE XIII

SYSTEM OF FINES FOR NON-COMPLIANCE

Section 1. Authority and Scope. The Board of Directors may impose fines on any Owner and Lot for any violations of the Declarations, Articles of Incorporation, By-Laws and Rules and Regulation; as amended from time to time; and/or violation of the Law; by Owners or the Owners' tenant(s); and/or their family members, agent(s), guest(s), servant(s), etc.

Section 2. Owner is Liable, Each and every such violation shall be the responsibility of and attributed to the Owner (and his Lot) regardless of whether the offending party is in fact the Owner or the Owner's tenant(s), or their family, agent(s) guest(s), visitor(s), servant(s), etc. As such, the Owner is responsible for the actions of the Owner's tenant(s) and family, agent(s), guest(s), visitor(s), servant(s), etc.

Section 3. Written Notice Required; Contents. No fine shall be imposed against an Owner for any violation unless and until the offending party or parties (which always shall include the Owner) has/have been given an opportunity to request a hearing on whether the fine should be levied. The Association shall provide notice to the offending party or parties that they have an opportunity to request a hearing on whether the fine should be levied. If the Association fails to receive a written request for a hearing within fifteen (15) days after the Association mails such notice, no hearing need be held, and the fine may be levied automatically without further warning. The written notice from the Association shall also include a statement as to the provisions of the

Declaration, Article of Incorporation, By-Laws and Rules and Regulations and/or Law which are being violated and the names of the violators, if known. If hearing is timely requested, then the Board of Directors shall schedule a hearing as soon as is possible and notify the offending party or parties of the date, time and place of the hearing.

Section 4. Level of Fines. A fine for each violation shall be \$10.00. This fine be levied at the rate of \$10.00 per day for each day that the violation occurs, on a running per day basis, so long as the Board's notice informs the offending party or parties of this possibility.

Section 5. Record Keeping. The Association shall maintain a file of all notices issued and findings of the Board of Directors in order that a record of offenses and offenders may be kept.

Section 6. Hearing Before The Board Of Directors. If the offending party or parties requested a hearing before the Board of Directors, then the following shall apply:

(a) A party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, to have counsel present, and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

(b) Failure of the Owner and the violator in question to appear at the scheduled meeting may result in the automatic vote by the Board that the owner is in violation, whereupon the fine may be levied without further warning.

Notwithstanding any provision in these By-Laws to the contrary, the Board of Directors shall be permitted to delegate the conduct of hearings to a Committee ("Hearings Committee"), which Hearings Committee will make recommendations to the Board of Directors for a final Board decision.

Section 7. Collection of the Fine. Once a fine is deemed to be due and owing, the Association shall provide written notice to the Owner of the fine due and owing, with due date for payment. The notice shall inform the Owner of his/her rights to appeal under Section 8 below. The fine shall be paid and collectible as a special assessment pursuant to the provisions of the Declaration.

Section 8. Appeal. An Owner is hereby given the right to appeal the decision of the Board of Directors as to a fine. Any owner who desires to appeal must make written request for same to be received by the Board of Directors within fifteen (15) days from the date that the Board mails the notice referred to in Section 3 above. If such written request is timely received by the Association, an appeal shall be conducted by a committee appointed by the Board of Directors, none of whom shall be members of the Board. The decision of that committee shall be final. If such an appeal is not timely requested, then the decision of the Board of Directors is final.

Section 9. Concurrent Remedies. The fine system may be invoked independently of or concurrently with any other remedies provided for in the Declaration, Articles of Incorporation, By-Laws or Law. As such, the fine system is not a condition precedent to the Association's pursuit of other remedies available to it under the Declaration, Articles of Incorporation and By-Laws or under the Law.

Also the fact that a fine is levied and/or paid or suspension results does not constitute compliance with the Declaration, Articles of Incorporation, By-Laws, Rules and Regulations and Law, if in fact the violation(s) remain(s).

Section 10. Late Fee. This Article XIII shall not apply to the Association's levy of a late fee pursuant to the Declaration and these By-Laws.

ARTICLE XIV

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: Bonita Isle Management Association, Inc., a Corporation Not For Profit. 1980.

ARTICLE XV

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the members, by a vote of a majority of voting members present in person or by proxy providing a majority of a quorum is present or in lieu of a meeting by a written instrument signed by a majority of the voting members.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, The Declaration shall control, and in case of any conflict between these By-Laws and the Rules and Regulations, these By-Laws shall control.

ARTICLE XVI

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XVII

SALE OR TRANSFER OF UNITS

Prior to the transfer or conveyance of a unit, the prospective new owner of a unit must provide the Association with a signed certificate which acknowledges receipt of a copy of the "Homeowners Documents," consisting of 1) Articles of Incorporation; 2) Declaration of Protective Covenants; 3) By-Laws and 4) Rules and Regulations of Bonita Isle Homeowners Association, Inc. and the 5) Articles of Incorporation; 6) Declaration of Restrictive Covenants and 7) By-Laws of the Lakes of Sherbrooke Home Owners Association, Inc., and the agreement of said prospective owner to abide by same. The Association and its agents shall have no obligation to provide payoff or estoppel information until the aforesaid acknowledgment has been provided to the Association.

IN WITNESS WHEREOF, the Association has caused this Second Amended and Restated By-Laws to be executed this 12th day of December, 2003.

As to witnesses:

BONITA ISLE MANAGEMENT ASSOCIATION, INC.

William LeMassa
Witness WILLIAM LE MASSA

By: Victor Serra
Victor Serra, President

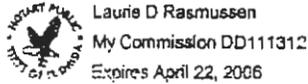
Robert Soldani
Witness ROBERT SOLDANI

Attest: Keith Neilson
Keith Neilson, Secretary

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 12th day of December, 2003, by Victor Serra, as President and Keith Neilson, as Secretary of Bonita Isle Management Association, Inc., respectively, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. They are personally known to me or have produced Fl. license and _____ as identification and who did take an oath.

Laurie D. Rasmussen
NOTARY PUBLIC
State of Florida at Large.
My Commission Expires:



(SEAL)

EXHIBIT "1"

NOTICE AND APPLICATION FOR LEASE OF UNIT NO. _____

TO: The Board of Directors of BONITA ISLE HOMEOWNERS ASSOCIATION, INC.

1. Name, address and telephone number of dwelling owner:

2. As owner, I certify that I have received a bona fide offer in writing for lease of my Homesite for the period beginning _____ and ending _____.
I desire to accept such offer and hereby apply for your approval. A photocopy of the proposed Lease is attached hereto.

3. Name, address and telephone number of proposed lessee (s) and intended adult occupant(s):

4. Business, occupation and employment of proposed lessee(s) and intended adult occupant(s):

5. Business address and telephone number of proposed lessee(s) and intended adult occupant(s):

6. One business and one personal reference of proposed lessee(s) and intended adult occupant(s):

Business Reference: _____

Address: _____

Personal reference: _____

Address: _____

7. Names of those who will occupy premises:

8. The undersigned proposed lessee(s) and intended adult occupant (s) acknowledge(s) receipt of a copy of the "Homeowners Documents," consisting of 1) Articles of Incorporation; 2) Declaration of Protective Covenants; 3) By-Laws and 4) Rules and Regulations of Bonita Isle Homeowners Association, Inc. and the 5) Articles of Incorporation; 6) Declaration of Restrictive Covenants and 7) By-Laws of the Lakes of Sherbrooke Home Owners Association, Inc., and agree(s) to abide by same.

9. The undersigned owner(s) agree that they are responsible for any "Homeowners Documents" violations by their tenants and others who visit or occupy the unit other properties within Bonita Isle Of Lakes of Sherbrooke.

EXECUTED this date by:

OWNER

PROPOSED LESSEE/ADULT OCCUPANT

DATE: _____

DATE: _____

OWNER

PROPOSED LESSEE/ADULT OCCUPANT

DATE: _____

DATE: _____

OWNER

PROPOSED LESSEE/ADULT OCCUPANT

DATE: _____

DATE: _____

APPROVED by the Board of Directors this _____ day of _____, 20__.

DISAPPROVED by the Board of directors this _____ day of _____, 20__.



This instrument prepared by and return to:
 Theresa M. Lemme, Esquire
 Will Call Box 110
 ST. JOHN, CORE & LEMME, P.A.
 Centurion Tower, Suite 700
 1601 Forum Place
 West Palm Beach, Florida 33401
 (561) 655-8994

CFN 20110062151
 OR BK 24373 PG 1637
 RECORDED 02/22/2011 16:01:06
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1637 - 1638; (2pgs)

CERTIFICATE OF AMENDMENT TO THE SECOND AMENDED AND RESTATED BY-LAWS OF BONITA ISLE MANAGEMENT ASSOCIATION, INC.

I HEREBY CERTIFY that the Amendments attached as Exhibit "A" to this Certificate were duly adopted as Amendments to the Second Amended and Restated By-Laws for BONITA ISLE MANAGEMENT ASSOCIATION, INC. The Second Amended and Restated By-Laws of Bonita Isle Management Association, Inc. is recorded in Official Records Book 16324, at Page 546, of the Public Records of Palm Beach County, Florida.

DATED this 16 day of February, 2011.

As to witnesses:

Joseph Frontello, Jr.
 Witness

Joanne D. Martin
 Witness

BONITA ISLE MANAGEMENT ASSOCIATION, INC.

By: James Vitelli, Pres.
 James Vitelli, President

By: Margaret Locken, Sec.
 Margaret Locken, Secretary

STATE OF FLORIDA)
 COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 16 day of February, 2011, by James Vitelli, as President and Margaret Locken, as Secretary of Bonita Isle Management Association, respectively, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. They are personally known to me or have produced FL ID and _____ as identification and who did take an oath.

 Siromik D. Jackson
 COMMISSION # EEO18130
 EXPIRES: AUG. 17, 2014
 WWW.AARONNOTARY.COM

(SEAL)

Siromik D. Jackson
 NOTARY PUBLIC
 State of Florida at Large.
 My Commission Expires:

EXHIBIT "A"

AMENDMENTS TO THE
SECOND AMENDED AND RESTATED BY-LAWS OF BONITA ISLE MANAGEMENT
ASSOCIATION, INC.

The Second Amended and Restated By-Laws of Bonita Isle Management Association, Inc. is recorded in Official Records Book 16324, at Page 546, of the Public Records of Palm Beach County, Florida.

As used herein, words underlined are added and words ~~hyphenated through~~ are deleted.

Item #3: Article XII, Paragraph C, Subparagraph 3 of the By-Laws is amended as follows:

3. An application fee payable to the Association, must accompany the completed application. Until further notice, the fee is ~~\$100.00~~ \$150.00 or such amount as may be provided in Chapter 720 and must be payable to the Association along with the completed application.

Item #4: Article XII, Paragraph M of the By-Laws is amended as follows:

M. Form. Notice and Application for Lease. Homeowner must give notice to the Board of Directors by completing the application Form attached in Exhibit "1", Article XII of the By-Laws, giving assurance that all conditions of all sections of Article XII are understood by both the Lessor and Lessee. The completed Notice and Application for Lease (Exhibit "1") and a check in the amount of ~~\$100.00~~ \$150.00 or such amount as may be provided in Chapter 720, made payable to Bonita Isle Homeowners Association, Inc. must be sent by Registered Mail, Return Receipt Requested, to the Association at Post Office Box 541332, Lake Worth, Florida 33454, or hand-delivered to a member of the Board of Directors.

[END OF EXHIBIT "A"]