

PREPARED BY:  
RICHARD D. DeBOEST II, ESQ  
ATTORNEY AT LAW  
2030 MCREGOR BLVD.  
FORT MYERS, FL 33901  
Tel: (239) 331-5100

**CERTIFICATE OF AMENDMENT OF**  
**THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM OF THE**  
**BRIDGEWATER, A CONDOMINIUM**

THE UNDERSIGNED being President of BRIDGEWATER AT BONITA BEACH  
CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, does hereby certify  
that the attached amendments to the Amended and Restated Declaration of Condominium for  
The Bridgewater, a Condominium, recorded in O.R. Book 3159, Page 1160 of the Public  
Records of Collier County, Florida, were all duly adopted, ratified and approved by the proper  
percentage of votes necessary to approve same, at a meeting of the members of the Association  
held on the 19<sup>th</sup> day of January 2023, when a quorum was present and after due notice. The  
original Declaration of Condominium was recorded at O.R. Book 2340, Page 511, public records  
of Collier County, Florida. Dated this 11<sup>th</sup> day of December, 2023.

**WITNESSES:**

(Sign) Judy A. Bavetz

(Print) Judy A Bavetz

(Sign) Susan Palmer

(Print) SUSAN PALMER

**BRIDGEWATER AT BONITA BEACH  
CONDOMINIUM ASSOCIATION, INC.**

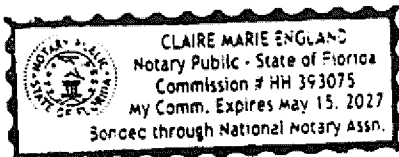
BY [Signature]

(Print) Frank Panta  
President

**STATE OF FLORIDA  
COUNTY OF COLLIER**

The foregoing instrument was acknowledged before me  physically in person or   
online notarization this 11<sup>th</sup> day of December, 2023 by  
Frank Panta, as President of BRIDGEWATER AT BONITA  
BEACH CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, on behalf of  
said corporation. Who is personally known to me or has produced \_\_\_\_\_ as  
identification and did take an oath.

**NOTARY PUBLIC:**  
[Signature]  
STATE OF FLORIDA (SEAL)  
My Commission Expires:



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**AMENDMENTS TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM  
OF THE BRIDGEWATER, A CONDOMINIUM**

**Amendment No. 1.**

**8. LIMITED COMMON ELEMENTS:**

8.1 Description of Limited Common Elements. Certain common elements have been reserved for the use of a particular unit or units, to the exclusion of the other units. The limited common elements and the units to which their exclusive use is appurtenant, are as described in this Declaration and its recorded exhibits. These limited common elements may include garages, covered parking spaces, boat slips, storage units, and/or none of the above depending on the particular unit. Initial assignment of the limited common elements was made by the Developer by a written instrument for valuable consideration. The following common elements are hereby designated as limited common elements:

- (B) Boat Slips. Individual boat slips, identified as slips D1, D2, D3, D4, D5, D6, D7, D8, D9, D10, D11, D12, D14, D15, D16, D17, D18, D19, D20, D21, D22, D23, D24, and D25, as shown on Exhibit "B" are limited common elements which are appurtenant to the unit to which they are assigned and are for the exclusive use of the owners of that unit. The boat slip includes the pilings, mooring post, power post, ladder and cleats as well as any lift serving the slip. Boats that primarily dock in a slip shall be registered to a condominium unit owner. A certificate of insurance for the boat shall be filed with the Secretary of the Association annually by the boat owner. Boat owners not occupying a unit shall provide the Association with the name, and telephone number of a local person to contact on behalf of the owner to care or service the boat if required. Boat slips may be rented or leased but only to another Unit. Boat slips shall not be used by anyone other than a unit owner. All boat lifts shall be installed and operated according to the Boat Lift Specification and Regulations attached hereto as Exhibit "E".

**Amendment No. 2**

10.2 Share of Common Expenses and Limited Common Expenses. The owner of each unit shall be liable for a share of the common expenses equal to his share of ownership of the common elements and common surplus, as set forth in Section 6.1 above. Each boat slip owner shall be responsible for payment of 1/24<sup>th</sup> of the cost of maintaining, repairing or replacing the boat slips and for any limited common reserves associated therewith. Each garage owner shall be responsible for payment of 1/11<sup>th</sup> of the cost of maintaining, repairing, and replacing for certain portions of the garages and for any limited common reserves associated therewith.

**11. 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:

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

\*\*\*Intervening Sections (A) through (H) are unchanged\*\*\*

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(I) The garages as provided in Section 11.3(B) below.

11.2 Unit Owner Maintenance. Each unit owner is responsible, at his own expense, for all maintenance, repairs and replacements of his own unit, certain limited common elements and other personal property. The owners responsibilities include, without limitation:

\*\*\*Intervening Sections (A) through (H) are unchanged\*\*\*

(N) Garages as provided in Section 11.3(B) below.

11.3 Other Unit Owner and Association Responsibilities. The unit owner and the Association as provided shall have the following responsibilities:

\*\*\*Section (A) is Unchanged\*\*\*

(B) Garages. The maintenance, repair and replacement of the interior of any garage, any garage door (except the exterior surface) any garage door opener, garage door motor and related equipment is the responsibility of the owner of the unit to which any garage is assigned and the cost is an individual expense. The maintenance, repair and replacement of the exterior surfaces, windows and all structural components of any garage except the roof, as well as the exterior surfaces of any garage doors shall be by the Association, and shall be a common expense of the Association. The maintenance, repair, replacement and reserves for the garage roofs shall be the responsibility of the Association but the cost thereof shall be a limited common expense shared equally by the Unit owners who have garages pro-rata 1/11<sup>th</sup>.