

Prepared by and return to:

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**CERTIFICATE OF AMENDMENT**

**THE UNDERSIGNED**, being the duly and President of Port Au Villa, Inc., a Florida corporation not for profit, hereby certifies that at the duly called Annual Meeting of the members held on March 12, 2021, where a quorum was present, the resolution set forth below was approved by the vote indicated for the purpose of amending the Amended and Restated Bylaws of Port Au Villa, Inc., recorded at O.R. Book 2245, Page 0806, *et seq.*, Public Records of Collier County, Florida, by amending Sections 9.12, 10.4 and 11.3.

The following resolution was approved and adopted by the affirmative vote of at least two-thirds (2/3rds) of the voting interests present in person or by proxy.

**RESOLVED:** That the Amended and Restated Bylaws of Port Au Villa, Inc., be and are hereby amended and the amendment is adopted in the form attached hereto as Exhibit "A" and made a part hereof.

Date: \_\_\_\_\_

**PORT AU VILLA, INC..**

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Stewart Rosenblatt, President

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Witness

Print Name: \_\_\_\_\_

STATE OF FLORIDA            )  
  ) ss  
COUNTY OF COLLIER        )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Stewart Rosenblatt, President of Port Au Villa, Inc., a Florida corporation not for profit, on behalf of the corporation. She is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Printed Name  
My Commission Expires:

**AMENDMENTS TO THE  
AMENDED AND RESTATED BYLAWS  
OF  
PORT AU VILLA, INC.**

NOTE: New language is underlined; language being deleted is shown in ~~stricken~~ through type.

1. Section 9.12 of the Amended and Restated Bylaws of Port Au Villa, Inc., shall be amended to correct the terminology and add a dock ownership restriction as follows:

9.12 Boat Docks and Slips. Located at the cooperative property are ~~Boat Docks~~ boat docks and slips that have been purchased by apartment owners. The docks and slips may be owned only by current apartment owners. Therefore, an owner may not sell or transfer his dock and slip to anyone except the apartment purchaser or another apartment owner. The ~~dock~~ sale must occur on or before the date of sale of the apartment. An approved lessee of an apartment may utilize a dock and slip owned by the apartment owner or any other owner who has given written permission to do so during the tenancy of the lease. When a dock and slip owner is not in residence, the dock and slip may be utilized only by an approved resident lessee or guest of the owner. Any owner selling a unit which has assigned to it more than one (1) boat slip, may only convey one (1) boat slip with the unit to the buyer. Any additional boat slips shall be sold and transferred to other Port Au Villa owners, provided that owner does not currently have a boat slip assigned to their unit. Henceforth, each unit shall own no more than one (1) boat slip. All boat dock/slip owners must carry insurance, including liability, on each boat slip/dock.

All docks must be maintained at all times in a safe and aesthetic condition. In case of damage from storms, accidents or other acts of God, the owner must repair or remove the dock within a reasonable period of time. All costs associated with said repair/removal shall be borne by the registered owner. Should the owner fail to carry out this responsibility within reasonable period of time, the Association will contract for the necessary work and bill the owner for the costs involved plus fifteen percent (15%) for administrative costs. Jet Skis, wave runners and similar watercraft may not be berthed at the docks. No grills are permitted to be used on the dock or on berthed boats. Unsightly boats shall not be permitted to be berthed at the docks. Unsightly boats will be determined by the sole subjective discretion of the Board of Directors based upon considerations including, but not limited to, rust, paint, dents and ability to operate.

2. The first part of Section 10.4 of the Amended and Restated Bylaws of Port Au Villa, Inc., shall be amended to add a restriction on the rental of units:

10.4 Term of Lease and Frequency of Leasing. Units may not be leased until the owner has held title to the Unit for at least twelve (12) months. During this twelve (12) month holding period, the Unit may be occupied by the owner or the owner's guests only. No unit may be leased more than three (3) times in a calendar year, with the minimum lease term being sixty (60) days. The first day of occupancy under the lease shall determine in which year the lease occurs.

3. The second part of Section 10.4 of the Amended and Restated Bylaws of Port Au Villa, Inc., shall be amended to prohibit leasing for a period of more than six (6) months:

No lease may be for a period of more than six (6) months, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. No lease may be for a period of more than six (6) months, and no option for the lessee to extend or renew the lease, or any new lease agreement within a twelve (12) month period, shall be permitted. No subleasing or assignment of lease rights by the lessee is permitted-~~allowed~~.

4. Section 11.3 of the Amended and Restated Bylaws of Port Au Villa, Inc., shall be amended to add a new Section 11.3(F) containing the following insurance requirements:

11.3(F) Insurance. Each unit owner shall obtain and keep in force adequate insurance covering his own unit, and the personal property therein; all floor, wall and ceiling coverings; all built-in cabinets, appliances, water heaters, air conditioning and heating equipment, and electrical fixtures that are located within the unit and required to be repaired or replaced by the owner; and all alterations, additions and improvements made to the unit by the owner or his predecessors in title. Any owner intending to lease their unit is required to carry landlord's insurance.