

Prepared by and return to:
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**CERTIFICATE OF AMENDMENT
TO THE
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF PALOMA**

I HEREBY CERTIFY that the following amendments to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Paloma and Amended and Restated Bylaws of Paloma Community Association, Inc. were duly approved and adopted by the membership of Paloma Community Association, Inc. at the duly noticed Meeting of Members on the 24th day of February, 2023. Said amendments were approved by a proper percentage of voting interests of the Association.

The Amended and Restated Declaration of Covenants, Conditions and Restrictions of Paloma and the Amended and Restated Bylaws for Paloma Community Association, Inc., including the legal description of the Lee County, Florida real property subject to this amendment, were recorded on February 22, 2013, at Instrument Number 2013000043139 of the Public Records of Lee County, Florida.

Additions are underlined. Deletions are ~~stricken through~~.

1. Article I, Section 26 of the Declaration is hereby amended as follows:

**ARTICLE I
DEFINITIONS**

Section 26 “Family” or “Single Family” shall refer to any one of the following:

_____ (a) One natural person.

_____ (b) Two or more natural persons who commonly reside together as a single housekeeping unit, each of whom is related by blood, marriage, or adoption to each of the others.

_____ (c) Two or more natural persons who commonly and regularly reside together as a single housekeeping unit and who also function together as an integrated economic unit.

The reference to “natural” herein is intended to distinguish between an individual and a corporation or other artificial entity.

2. Article XIII, Sections 3 and 13 of the Declaration are hereby amended as follows:

ARTICLE XIII
LEASE AND OCCUPANCY RESTRICTIONS

Section 3. Term of Lease and Frequency of Leasing. No Dwelling may be leased more often than four (4) times in any calendar year, with the minimum lease term being three (3) months. For purposes of this restriction, the first day of occupancy under the lease shall conclusively determine in which year the lease occurs. No lease may be for a period of more than one (1) year, and no option for the lessee to extend or renew the lease for any additional period shall be permitted. However, the Board may, in its discretion, approve the same lease from year to year. No lease shall provide for an early lease termination which would reduce a lease term to a period of less than said ninety (90) days, except in the event of a default by the tenant. Any lease terminated as a result of a default or otherwise, shall nevertheless still count towards the foregoing rental limitations. No new lease may begin until the term of the previous lease has ended, regardless of whether the lease was terminated early. No subleasing or assignment of lease rights by the lessee is allowed. At no time shall more than fifteen percent (15%) of the Dwellings be subject to an approved lease, it being the intent of this Section that any Owner applying to lease his or her Dwelling at a time where 15% of the Dwellings are leased shall be placed on a wait list and shall not be approved unless and until not more than 15% of the Dwellings are leased. Any application seeking to renew a lease of the same tenant shall take precedence over any Owner on said wait list. Annual leases will take precedence over shorter period leases.

...

Sections 4 through 12 remain unchanged

Section 13. Occupancy of Dwelling in Absence of Owner. If the Owner and his or her Family who permanently reside with him or her are not occupying the Dwelling, then the occupancy of the Dwelling by any other individual or person may be considered a lease in the sole and ultimate discretion of the Board of Directors, regardless of whether or not the occupants are paying rent, and shall be subject to all provisions herein pertaining to leases. The Board of Directors may impose and enforce rules and regulations regarding the occupancy of a Dwelling in the absence of the Owner. The Board may create a procedure for providing notice to the Association of any such occupancy in the Owner's absence and may require an interview with any guest or occupant that intends on occupying a Dwelling in the absence of an Owner and their family who permanently reside in the Dwelling. Should the Board determine that an occupancy of a Dwelling under this provision constitutes a lease, the lease shall count towards the total number of leases that may

occur in a calendar year and be grounds for the disapproval of future proposed leases of the Dwelling.

3. **Article IX, Section 1 of the Declaration is hereby amended as follows:**

ARTICLE IX
USE RESTRICTIONS

Section 1. No Dwelling shall be used for purposes other than residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than a single family attached, detached, or condominium dwelling, unless such building was originally installed by the Declarant. Each Dwelling shall be occupied by only one Family, its servants and guests, as a residence and for no other purpose.

4. **Article IX, Section 5 of the Declaration is hereby amended as follows:**

ARTICLE IX
USE RESTRICTIONS

Section 5. No sign of any kind shall be displayed for public view on any Lot or from a Unit, except one sign to advertise that the property is for sale or rent, which sign cannot be more than 18" x 24" and is to be placed in a window or within the landscape beds. ~~During the time period Declarant owns any or Unit Lot within the Property, no sign of any kind shall be displayed to the public view on any Lot or from a Unit, except one sign not larger than 3" X 5" and placed in one ground floor window or one second story window advertising that property is for sale or rent, except signs used by the Declarant to advertise the Property during the construction and sale of Dwellings. Once the Declarant has conveyed all Lots it owns within the Property, then the size of the signs can be increased to not more than 18" x24" to advertise that the property is for sale or rent which sign is to be placed on one ground floor window or one second story window.~~

5. **Article IX, Section 8 of the Declaration is hereby amended as follows:**

ARTICLE IX
USE RESTRICTIONS

Section 8. There shall be no parking on any portion of any sidewalk which is not part of a designated driveway, grass or street within the Property. Temporary street parking is permitted during the day only if the conditions of Section 25 (Parking) of the ACC Guidelines and Community Rules and

Restrictions are met and there is a sincere need to park on the street for situations such as house painting, roof repairs, driveway sealing and other instances that might cause limited access or damage to vehicles. An Owner may park in the Dwelling's garage or in the driveway on the Lot. Car covers are prohibited and license tags on all vehicles must be current. No vehicle which cannot operate on its own power shall remain in the Community for more than twenty four (24) hours, except in the garage of a Dwelling. No repair or maintenance, except for emergency repairs of vehicles shall be made unless in the garage of a Dwelling. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view. Any trailer, commercial vehicle, recreational vehicle, boat, rowboat, canoe, jet ski or boat trailer shall not be permitted to be parked outside of an enclosed garage. This restriction shall not be deemed to limit service vehicles whose purpose is to perform maintenance and delivery service to the Owners or the Association during normal working hours or for work performed for the Declarant or the Association which are necessary in the development, maintenance or management of the Association. The term "commercial vehicle" includes trucks and vehicular equipment or other vehicles which are used or which are ordinarily intended to be used for commercial purposes or which contain materials regularly used in trade or business. No vehicles displaying commercial advertising shall be parked within the public view. Automobiles issued by the County or other governmental entity (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence either temporarily or permanently. No all terrain vehicles (ATVs), golf carts, scooters or mini motorcycles are permitted at any time on any paved surfaces forming a part of the Common Areas. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by Declarant, or its agents. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein, the Association is authorized to order the towing of any vehicle (at said vehicle owner's expense) for a violation of this Section if a vehicle remains in violation of this Section for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Dwelling irrevocably grants the Association and its designated towing service the right to enter a Lot and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. By accepting title to a Dwelling, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on

the Owner's Lot and Common Area which are in violation of this Declaration. An affidavit of the person posting the foresaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

6. Article IX, Section 12 of the Declaration is hereby amended as follows:

**ARTICLE IX
USE RESTRICTIONS**

Section 12. Other than as provided herein, no flags or banners other than a Flag permitted by Chapter 720.304, Florida Statutes, or other local, state or federal law, which must be displayed in a respectful manner and which is subject to reasonable standards for size, placement and safety as may be adopted by the Association will be permitted. Notwithstanding the above and subject to the criteria provided in this Section, a nonpolitical flag or banner (military, college or university, etc.) will be permitted. The foregoing sentence shall not apply to the Declarant.

7. Article XI, Section 7 of the Declaration is hereby amended as follow:

**ARTICLE XI
COVENANTS FOR HOME MAINTENANCE**

Section 7. Exterior Painting and Pressure Cleaning. Each Lot Owner shall be responsible for exterior painting and pressure cleaning of the Home and improvements thereon as required by the Association in accordance with this section. The Association shall be responsible for exterior painting and pressure cleaning of the Villa Lots, the cost and expense of the same to be billed to the Villa Lots as a Villa Assessment. It is anticipated that the Association shall require all Homes to be painted and shall paint all Villas every five years. In addition, it is anticipated that the Association shall require the roof, exterior walls, sidewalks, patios and driveways of all Homes to be pressured washed every three years. If the Association determines that these areas require attention before the third year, proper written notification of required painting or cleaning will be provided to the Owner as provided in the next sentence. The Board shall convene a duly noticed meeting to determine when the uniform exterior painting and pressuring washing shall be required for all Homes and Villas in the Community and each Owner or the Association shall have at least 120 days to commence the work after the Association provides written notification of required painting or cleaning. Each Owner shall have the right to paint or clean more frequently than required by the Association, provided that prior written approval of paint color is obtained from the Board. Notwithstanding the foregoing, by majority vote of the Members at a duly notice meeting, the Association may enter into a contract for painting or pressuring washing of the Villas and Homes in the Community and charge each Owner its equal share of the cost thereof as a Special Assessment. If any Lot Owner fails or refuses to paint

or pressure wash its Home or other improvements as required herein, the Association may perform the work and charge the Owner the cost thereof as an Individual Assessment. The Condominium Association shall be responsible for all exterior paint and cleaning of the Condominium Units and common elements in accordance with the time frames set forth herein; provided, however, if the Condominium Association fails to perform the painting and cleaning as required, the Association has the right but not the obligation to perform such work and bill the Unit Owners for the cost and expense of the same as an Individual Assessment.

8. Article XIV, Section 3 of the Declaration is hereby amended as follows:

**ARTICLE XIV
WATER MANAGEMENT SYSTEMS**

Section 3. Surface Water Management. No Owner or any other person or entity other than Declarant shall do anything to adversely affect the surface water management and drainage of the Property without the prior written approval of the Association and any controlling governmental authority, including but not limited to the excavation or filling in of any lake or canal, or the changing of the elevation of any portion of the Property, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the Property by Declarant or by the developer of any portion of the Property in accordance with permits issued by controlling governmental authorities. In particular, no Owner other than Declarant or the Association shall install any landscaping, place any fill on a Lot, remove or cut littoral plantings or native vegetation, spray herbicide or grade portions of the Property which would adversely affect the drainage of any contiguous Lot. No construction activities may be conducted relative to any portion of the surface water management system, including but not limited to digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the system as permitted. No Owner or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair or landscaping purposes by the Declarant, the Association, the WMD or any appropriate governmental agency that may require access to carry out obligations set forth in the Permit. No person shall fill, dike, rip-rap, block, divert or change the water retention and drainage areas that have been or may be created without the prior written consent of the Association and WMD. If such actions are permitted by the Permit and WMD, the Declarant or Association may draw water for irrigation or other purposes from any water management area. All recreational activities, including without limitation, boating, swimming, wading ~~or fishing~~, in water management areas are strictly prohibited. However, with respect to fishing, a resident may fish directly behind his/her property, or behind the property of another with permission; all fish caught must be released back into the lake in which it was caught.

9. Article XVI, Section 6 of the Declaration is hereby amended as follows:

**ARTICLE XVI
GENERAL PROVISIONS**

Section 6. Remedies for Violation. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of a committee of the Association seated for the purpose of hearing such violation matters, at which time the Owner shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to the committee after which the Fining Compliance Committee shall hear reasons why a fine(s) should not be imposed. A written decision of the committee shall be submitted to the Owner by not later than fifteen (15) days after the committee's meeting. The Owner shall have a right to be represented by counsel and to cross examine witnesses.

(c) Amounts: The Board of Directors (if the committee's findings are made against the Owner) may impose special assessments against the Lot owned by the Owner as follows:

(1) First non-compliance or violation which are of a continuing nature: a fine not in excess of Five~~One~~ Hundred and No/100 (\$500.00)~~(\$100.00)~~ Dollars per day or per occurrence, shall not to exceed Five~~One~~ Thousand and No/100 (\$5,000.00)~~(\$1,000.00)~~ Dollars in the aggregate. In the case of a leasing violation that is of a continuing nature: a fine not in excess of Two Hundred Fifty and No/100 (\$250.00) Dollars per day, from the date of the infraction, not to exceed Forty-Five Thousand and No/100 (\$45,000.00) Dollars in the aggregate.

(2) Second non-compliance or violations which are of a continuing nature: a fine not in excess of One Hundred and No/100 (\$100.00) Dollars per day without a limitation on the aggregate amount of the amount due.

(d) Payment of Penalties. Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines. Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth herein.

(f) Application of Proceeds. All monies received from fines shall be allocated as directed by the Board of Directors of the Association.

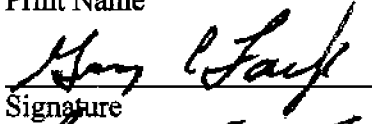
(g) Non-Exclusive Remedies. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

(h) Right of Entry. In addition to the foregoing rights, whenever (a) there shall have been built within the Property any structure which is in violation of this Declaration or in the event of any damage or destruction of any of the Property or portion thereof by an Owner or any of its guests, invitees, lessees or occupants, into disrepair and/or has not been maintained as required by this Declaration and/or any Rules, or (b) any portion of the Property and/or Home owned by an Owner has fallen into disrepair and/or has not been maintained as required by this Declaration and/or any Rules, a duly authorized representative of the Association may enter upon the Property where such violation, damage or destruction exists and summarily abate, remove or correct the same at the expense of the Owner; provided, however, that the Association shall then make the necessary repairs, constructions, etc., to insure that the Property and improvements where such violation occurred is restored to the same condition in which it existed (or should have existed) prior to such violation, and any such entry, abatement, removal or restoration and construction work shall not be deemed a trespass. All amounts expended by the Association, together with interest thereon at the rate of eighteen (18%) percent per annum from thirty (30) days after the date of notification of the violation and all costs and reasonable attorneys fees incurred by the Association shall be treated as an assessment subject to the provisions for the collection of assessments as set forth herein.

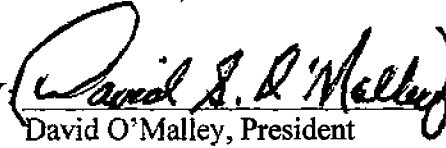
[SIGNATURES ON FOLLOWING PAGE]

WITNESSES:
(TWO)


Signature
Gordon Moore
Print Name


Signature
Mary C. Falk
Print Name

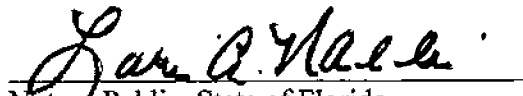
PALOMA COMMUNITY
ASSOCIATION, INC.

BY: 
David O'Malley, President

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared [☒] in person or [] virtual attendance, David O'Malley, as President of Paloma Community Association, Inc. who is [☒] personally known to me or [☒] has produced his Driver License, as identification, and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid the 26th day of ~~March~~ 2023.
APRIL


Notary Public, State of Florida
Print Name: LORIE A. NALLI

