

Prepared by and return to:
Association Legal Services
12600 World Plaza Ln # 63
Fort Myers, FL 33907
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**CERTIFICATE OF AMENDMENT TO THE DECLARATIONS OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR THE ROTONDA LAKES CONSERVATION
ASSOCIATION, INC.**

This Amendment to the Declarations Article 6.5, Article 8(a), Article 9(a), Article 10(a), Article 18(a) and Article 20 of the Rotonda Lakes Conservation Association, Inc. ("Amendment") is made this 31st day of MAY, 2022 by the Rotonda Lakes Conservation Association, Inc., a Florida non-profit corporation. The Amended and Restated Declaration was recorded at Official Records Book 1915 Pages 1837 of the Public Records of Charlotte County, Florida.

WHEREAS, the Amended Declarations Article 6.5, Article 8(a), Article 9(a), Article 10(a), Article 18(a) and Article 20 are recorded as an exhibit hereto; and

WHEREAS, at an annual meeting of the Members on March 23, 2022, at which a quorum was present, the following Amendment was approved by a vote of the Members.

WHEREAS, the Board has adopted this Amendment in accordance with the requirements of its Declarations and intends that the Declarations and all amendments thereto, including but not limited to all amendments and restatements identified in these recitals, shall be further amended by this instrument.

NOW, THEREFORE, the undersigned hereby certify that the following Amended Declaration, is a true and corrected copy of the amendment as amended by the membership. It is declared that the Amendment shall be and is as follows:

SEE ATTACHED

WITNESS my signature hereto this 31st day of May, 2022,

ROTONDA LAKES CONSERVATION ASSOCIATION, INC

By: Lou-Anne Curtis, PRESIDENT

Brenda D. Himmelhaer

Witness Name: BRENDA D. HIMMELHAER

Barbara Thomas

Witness Name: BARBARA THOMAS



BRENDA D. HIMMELHAER
Commission # GG 926493
Expires January 24, 2024
Bonded Thru Budget Notary Services

STATE OF FLORIDA)
) SS:
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 31st day of May, 2022 by LOUANNE CURTIS, President of ROTONDA LAKES CONSERVATION ASSOCIATION, INC a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

BRENDA D. HIMMELHAVER
Printed Name of Notary Public

Brenda D. Himmelhaver

(Signature of Notary Public)



BRENDA D. HIMMELHAVER
Commission # GG 926493
Expires January 24, 2024
Bonded Thru Budget Notary Services

Attest: Catalina M. Bakis
VICE PRESIDENT
(Vice President or Secretary)

Brenda D. Himmelhaver

Witness Name: BRENDA D HIMMELHAVER

Barbara Thomas

Witness Name: BARBARA THOMAS

STATE OF FLORIDA)
) SS:
COUNTY OF CHARLOTTE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 31st day of MAY, 2022 by CATALINA BAKIS Vice President or Secretary of ROTONDA LAKES CONSERVATION ASSOCIATION, INC a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced _____ as identification.

BRENDA D. HIMMELHAVER
Printed Name of Notary Public

Brenda D. Himmelhaver

(Signature of Notary Public)



BRENDA D. HIMMELHAVER
Commission # GG 926493
Expires January 24, 2024
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Seal:

subject to the guidelines as adopted from time to time by the Association.

4. **ARTICLE 10, Section (a)**, is hereby amended as follows:

The following provisions apply to newly constructed specifications for Utility Sheds. All Utility Shed requests must be submitted to the Association for Architectural review prior to installation.

(a) Only one (1) Shed per household (not per Lot) will be approved.

(i) Any Shed One Hundred (100) square feet or less (10 feet x 10 feet): In addition to Architectural review by the Association, only requires a Zoning Review and Building Permit from Charlotte County.

(ii) Any Shed larger than 10 x 10: Requires a Review and Building Permit and must include a Building Plans Examiner Review from Charlotte County in addition to an Architectural review by the Association. Plans and specifications must follow Charlotte County Rules and Regulations.

(b) Building and Shed Placement Specifications. The maximum length and width of any proposed Utility Shed is 12 feet x 12 feet.

(i) All Utility Sheds must be placed to the rear of the property and no closer than ten (10) feet from the property line along any side of the structure.

(ii) The maximum height to the highest peak is ten (10) feet.

(iii) All Sheds must be built on level ground with a solid wood or concrete base.

(iv) The proposed Utility Shed must be painted the same color palette as the residential home, including the roofing material.

(v) The construction material must be of wood construction. No plastic, metal, or prefabricated tin Utility Sheds are allowed to be installed.

(c) No Utility shed shall be utilized as housing for animals or people for any reason, at any time, permanent or temporary.

(d) No free standing Sheds, bins, containers, temporary storage units and/or accessory buildings, (collectively referred to herein as "Sheds"), shall be erected or placed on any Lot. Any Sheds in existence as of July 14, 2004, shall be permitted to remain in existence provided:

(i) Such nonconforming Sheds shall not be enlarged or moved. For such non-conforming structure, only ordinary repairs and maintenance, including repair or replacement of roof covering, walls, fixtures, wiring or plumbing, shall be permitted. In no case shall such repairs include structural alterations that would change the size, shape, occupancy, character or use of a Shed, unless such alteration conforms with these restrictions.

(ii) If any such nonconforming Shed or structure is destroyed to an extent of more than fifty (50%) percent of its replacement cost, it shall not be reconstructed.

1. **ARTICLE 6, Section 5**, is hereby amended as follows:

Interest and Late Fees. ~~Interest and late fees, up to the maximum allowed by Florida Statutes, shall accrue with respect to delinquent assessments in the manner provided in the Bylaws of the Association.~~ ; **Application of Payments.** Assessments and installments thereon paid on or before ten (10) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. The Association may also impose a late payment fee (in addition to interest) to the extent permitted by law. Assessments and installments thereon shall become due, and the Owner shall become liable for said assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments on account shall be applied first to interest, then to late payment fees, court costs and attorney's fees, and finally to delinquent assessments. No payment by check is deemed received until the check has cleared.

2. **ARTICLE 8, Section (a)**, is hereby amended as follows:

(a) Each single-family home or residential multi-family unit (excluding builder's models and speculation homes) shall be used as a home and for no other purpose. No business or any commercial activity whatsoever shall be conducted in or from any home including but not limited to, (i) visitation of the home by clients, customers, employees, suppliers or other business invitees, (ii) delivery, shipping and/or production of any product or material, or (iii) door-to-door solicitation of residents. This restriction shall not be construed to prohibit any owner from maintaining a personal or professional library in his home, from keeping his personal business or professional records in his home, from handling his personal, business or professional telephone calls or written correspondence in and from his home or conducting a "no impact" home-based business in and from his home. Such uses are expressly declared customarily incident to residential use. Examples of businesses which are prohibited and are considered "impact" businesses are businesses or commercial activity or ventures that result in vehicular traffic to and from the home, parking at the home, create noise audible from outside the home, or generate fumes or odors noticeable outside the home, including but not limited to, a home day care, beauty salon/barber, commercial plant nursery, animal breeding or mail order business with regular shipping and receiving of goods via commercial delivery service. However, any person in violation of this amended provision on the date it is recorded in the Public Record shall be given a grace period of up to ninety (90) days to comply before enforcement action shall be commenced. In order to avoid undue hardship, the Association may, in its sole discretion, extend the grace period once for up to an additional ninety (90) days. The Association does not permit transient accommodations. Any such efforts to use the Lot in a transient fashion and inconsistent with this Declaration will be denied. Offering the Lot through such programs as VRBO, HomeAway, Flipkey and Airbnb, and similar companies are not permitted.

3. **ARTICLE 9, Section (a)**, is hereby amended as follows:

(a) ~~No wall or fence over four (4) feet in height shall be erected on any Lot between the rear Lot line and the rear of the structure.~~ No wall or fence over six (6) feet in height shall be erected on any Lot. No wall or fence over four (4) feet in height shall be erected on any water abutting Lot between the rear Lot line and the rear of the structure, unless said fence allows visible inspection through such as chain link or slat style fencing, and conforms to Charlotte County standards. Fences of four (4) feet and under in height need not allow visible inspection through same. No walls or fences shall extend toward the street, past the front of the structure. All plans for walls or fences regardless of height must be submitted to the Association for Architectural review prior to installation. All fence or wall construction, design, height, location, color and materials are

(iii) Non-compliant Sheds that are Grandfathered under this Article 10 shall be removed upon any sale or transfer of the Property.

5. **ARTICLE 18, Section (a),** is hereby amended as follows:

(a) Docks - Landing Platforms: Boat docks, boardwalks, and boat landing platforms are permitted only to the extent that the Lot Owner enters into a License Agreement with the Association in form and substance acceptable to the Association in its sole discretion and to the extent that such boat dock, boardwalk, or landing platform is subject to and in full compliance with the rules, regulations, and guidelines that the Association or its Board of Directors has promulgated, or may hereafter promulgate, and may modify or amend at any time from time to time. Placement of all docks shall be four (4) feet from the edge of the aquatic plants growing along the lake bank. The Dock shall be placed in the center of the Owner's Property so it does not infringe on neighboring Properties. A non-refundable fee of one hundred (\$100) dollars, or such amount as the Board, in its sole discretion, may from time to time determine is required, along with the completed application for the ACC to review and process applications for any proposed doc.

6. **ARTICLE 20,** is hereby amended as follows:

No sign, billboard or advertising of any kind, (including without limitation on Vehicles, vessels, or conveyances) shall be displayed to public view anywhere within the Subdivision without the prior written approval of the Association, which may establish guidelines, in its sole and absolute discretion, for the display of all forms of signage (including without limitation "for sale" and political signs) within the Subdivision.

Any Owner may display one (1) portable, removable United States flag and/or the official flag of Florida in a respectful way and may display a portable, removable official flag, that represent the United States Army, Navy, Air Force, Marine Corps, Coast Guard or POW-MIA in a respectful way. No other flags, e.g. political, team, college, sport or decorative are allowed. No flag shall be larger than four and a half feet (4 ½') by six feet (6'). Flag poles must not be taller than twenty (20) feet in height. Images or language that, in the sole discretion of the Board, include or imply vulgarity, explicit language, or other offensive matters or content, are specifically prohibited.

While the Association and its Board of Directors support freedom of speech and First Amendment rights, members should be aware that such rights are enforceable against governmental agents and agencies, and not against community associations. The Association has therefore implemented the following restrictions to preserve the pleasant, residential nature of the community: Banners, political signs and political flags to do with elections, may be erected at the exterior of the Lot or on the interior of the Lot, where they may be seen from the outside of the Lot, provided that such banners, political signs or political flags do not unreasonably disturb the peaceful enjoyment of adjacent Owners by illuminating bedrooms, creating noise or attracting sightseers. All banners, political signs or political flags that are not permanent fixtures of the Lot as part of the original construction shall be removed within forty-eight (48) hours after the elections have ended. Banners, political signs, and political flags may not be displayed more than two (2) weeks in advance of the elections.