

Prepared by and return to:  
Todd B. Allen, Esquire  
Lindsay & Allen, PLLC  
5692 Strand Court, Suite 1  
Naples, FL 34110

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR COLONIAL POINTE**

I HEREBY CERTIFY that the following amendments to the Declaration ("Declaration") for COLONIAL POINTE COMMUNITY ASSOCIATION, INC., were duly adopted by the Association membership at a duly noticed Members' Meeting of the Association on the 18th day of April 2023. Said amendment was approved by a proper percentage of voting interests of the Association. The original Declaration is recorded as O.R. Book 3969, Page 1429-1506, and as amended on the Public Records of Lee County, Florida.

Additions indicated by underlining.  
Deletions indicated by ~~striking through~~.

1.9 "Declarant" means Colonial Homes, Inc., a Florida corporation, its successors or assigns. After turnover from Declarant, all powers given to Declarant will be assumed to be Community Association Powers.

1. 10 "Developer" means Colonial Homes, Inc., a Florida corporation, its successors or assigns, or any other developer to which the Declarant specifically assigns all rights it may have under this Declaration to develop part or all of Colonial Pointe Community Association, Inc. The Declarant will also be a Developer. After turnover from Developer, all powers given to Developer will be assumed to be Community Association Powers.

5.7 Awnings and Windows. Awnings, hurricane windows, hurricane shutters, solar film, and other window shading, or decorations ~~or changes shall~~ be subject to the prior approval and control of the Architectural Review Committee. Bare metal shutters can be deployed five (5) days before and must be removed five (5) days after a storm declared to be a hurricane or tropical storm by the National Weather Service. Others including clear, painted, and fabric may remain deployed.

5.8 Lawns: Landscaping; Irrigation. Except for designated buffer zones, open space or other similar areas, all areas not covered by structures, walkways or paved parking facilities shall be maintained by their owners as lawn or landscaped areas to the pavement edge of any abutting streets and to the waterline of any abutting lakes, canals or water management areas. Stone, gravel, or paving may not be used as a substitute for grass in a lawn. Certain areas as determined by the Developer shall remain in a natural or unimproved state. All lawns and landscaping shall be completed at the time of completion of the structure as evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental agency, and shall thereafter be kept in good condition by the owner. Lawns must be regularly cut and mulched areas regularly re-mulched. ~~The landscaping; on Lots, including without limitation, the of trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained by the owner thereof. No landscaping shall be installed, cut down, destroyed or removed without the prior written approval of the Architectural Review Committee.~~ In addition to the foregoing, the Community Association is authorized to initiate a lawn maintenance program whereupon the Community Association may cut and edge grass in the yard of each home. The Association may or may not also provide fertilizer, weed and mulch for the yard of each home. In addition, the Association may provide normal trimming of trees and shrubs, weeding and caring of any plant bed. Each

owner would then be responsible for replacing any trees, shrubs, grass, flowers (whether or annual or perennial) or landscaping that require replacement in the yard. Even if the Association does initiate this lawn maintenance program, each single-family lot owner would be specifically responsible for cutting, edging, fertilizing and mulching all grass and other landscaping within any portion of the home that is fenced, unless the Community Association decides otherwise. Each single-family lot owner acknowledges that some homes may or may not have yards and other homes may have yards that are larger or smaller than yards of other homes and that the Association may change its lawn maintenance program or responsibility by Board action alone. Each single-family lot owner, by accepting title to a property within the subdivision, expressly grants the Association a lawn maintenance easement in order for the Association to carry out these duties should and if the Community Association initiates a lawn maintenance program as set forth hereinabove. The Association shall be authorized to make distinctions in charges assessed to the lot owners under this program, it being understood that the subdivision may contain two (2) or more distinct sizes of lots.

~~5.9 Intentionally deleted. 5.9 Outside Lighting. Except as may be initially installed by Developer, no spotlights, floodlights, or other outdoor high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Lot or the improvements thereon without the written authorization of the Community Association. Low intensity lighting which does not unreasonably disturb the owners or other occupants of the Properties shall be allowed. The owner of each Lot shall maintain the front yard lamp (if any), and keep it operating during all hours of darkness. The owner's responsibility includes the photoelectric cell and replacement of light bulbs.~~

5.14 Mailboxes, Lamp Posts. Only approved mailboxes and post approved by the Architectural Review Committee may be installed. Consult website. These must be properly maintained at all times. Front yard lamp posts and their supporting structures shall be substantially uniform in style, appearance and location, and are subject to regulation by the Architectural Review Committee.

5.17 Water Supply; Wells; Water Rights. No irrigation wells may be drilled on individual lots with proper permitting (permit number) and Association approval. ~~any property with the exception of the Declarant who shall be empowered to draw water from underground sources, including wells, lakes, ponds or other water management areas so long as same are permitted by local government authority. Conveyance of any Lot or Living Unit by Declarant~~ This does not include the right by such owner to develop or utilize any ground water or subsurface water resources within such Lot or Living Unit. If a separate utility company is formed, the Declarant or its successors or assigns shall be deemed the exclusive provider of irrigated waters within Colonial Pointe and by the act of purchasing, all owners within Colonial Pointe are deemed to have irrevocably consented to irrigation of common areas and lots with either treated effluent emanating from an approved treatment plant or from water from wells, lakes, ponds or other sources.

5.19 Maintenance of Premises. Except for areas designated by the ~~Developer~~ Association or the Development Order to remain in a natural state, no high weeds, underbrush, high grass or other unsightly vegetation shall be permitted to grow or remain upon any Lot, and no refuse or waste shall be allowed to be placed or suffered to remain upon any Lot. If an owner permits such weeds, high grass, underbrush or other unsightly growths, and fails to correct same after five (5) days' notice by the Community Association, the Community Association shall have the right to enter upon the premises and make such corrections and shall charge the owner or Community Association for the cost of the corrections. Said charge, until paid, shall be a lien against the offending Lot. All lawns, landscaping and sprinkler systems and all structures, improvements and appurtenances shall at all times be kept in safe, and attractive condition, and all structures shall be maintained in a finished, painted and attractive condition. Provisions under this section are intended to obligate the Community Association to maintain all streets, roads and thoroughfares and other open areas within the subdivision. Trees that overhang the community roadway must always be maintained at a

minimum height of 13 '6," at the homeowner's expense. All outside contractors doing work for individual owners must provide Contractor Information such as proof of license and insurance. This must be submitted to the ARC Committee and approved BEFORE the work is started.

5.21 Litter. In order to preserve the beauty of the Community, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept within the Community except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the Board, or in proper sized, closed plastic bags for curbside pickup as required. All containers, dumpsters and other garbage collection facilities shall be ~~screened from view~~ hidden by vegetation to obscure from view, kept in clean conditions and without noxious or offensive odors emanating.

5.22 Walls, Fences, Hedges, etc. Unless approved in writing by ~~the Association Declarant~~, no wall, fence, hedge, or other divider shall be construed or maintained ~~that on any adjoining Lot, it being the express intent that no fences, walls or divider shall be permitted on any Lot which abuts lakes, preserve areas, streets or roads unless the Association Declarant so approves.~~ Hedges, constructed of shrubbery or other suitable vegetation, may be installed with preapproval of joining property owners, Community Association, Board of Directors and ARC. Property owner is responsible for maintenance of both sides of vegetation (i.e., shrubs/hedge/etc.) Installation requires a minimum of three (3) feet set back from owner' property line, not to encroach on the neighbors' property. approved but only in those situations where back to back lots or homesites so request and are approved. Any dispute as to height, length, type, design, composition or material shall be resolved by the Community Association's Board of Directors, whose decision shall be final. Approval may not be given for the construction of any wall, fence or hedge which materially interferes with the water view of any Lot or Living Unit.

5.27 Antennas and Flagpoles. No outside television, radio, or other electronic towers, aerials, antennas, ~~satellite dishes~~ or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot. Satellite Dishes are permitted as long as they are attached to the home structure in an obscure location, meaning not seen from the road or interfere with signal quality. ~~or Tract or upon a~~ Any improvements thereon, unless expressly approved in writing by the Architectural Review Committee, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the federal Telecommunications Act of 1996, as amended from time to time. The Community Association shall be empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. The Community Association may adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to side or rear yard locations, not visible from the street or neighboring properties, and integrated with the Residence and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules. Antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. A flagpole, for display for the American Flag only, may be permitted if its design and location are first approved by the Community Association. An approved flagpole shall not be used to mount an antenna. This provision is intended to protect residents from unreasonable interference with television reception, electronic devices, and the operation of home appliances, which is sometimes caused by the operation of ham radios, CB base stations or other high-powered broadcasting equipment. ~~This Section 5.30 shall not apply to Declarant.~~

5.29 Outdoor Equipment. No above ground swimming pools are permitted. All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool and spa equipment and housing ~~and~~ sprinkler pumps, air conditioner units, water softeners and other such outdoor equipment must be ~~underground, or~~ placed in areas not readily visible from adjacent streets, or adequate landscaping must be used ~~as screening around these facilities~~ to obscure all outdoor equipment and maintained by the owner.

5.31 Lighting. All exterior lighting of structures or landscaping and property shall be accomplished in accordance with plans approved in writing by Declarant ARC. Except as may be initially installed or approved by Declarant, no spotlights, floodlights or similar high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Lot or the improvements thereon, or upon any Common Areas or any part thereof, without the approval of the Community Association. Other types of low intensity lighting, including normal and customary Christmas or other holiday decorations, motion activated security lights which do not unreasonably disturb other owners or occupants of the Community shall be allowed. Replacement of outside garage lights must be approved by the ARC Committee.

5.42A No leased or rented property maybe subleased at any time.

6.3 Powers. The ARC shall have the power, subject to and limited by the guidelines of the approved regulatory permits of South Florida Water Management District (Permit No. 36-04319P) the County, and the Development Order, to:

(A) Propose the adoption, modification or amendment by the Board of Directors, of written Design Review ARC Guidelines which shall set forth such things as design requirements, Guidelines shall not be effective until adopted by the Board of Directors at a meeting duly called and noticed. ~~landscape materials, construction standards and colors and materials which are the ARC finds acceptable. Said Guidelines shall be consistent with provisions of this Declaration, and shall not be effective until adopted by at least a majority of the whole Board of Directors at a meeting duly called and noticed.~~ Notice of any adoption, modification or amendment of Design Review Guidelines, including a verbatim copy of the proposed modification or amendment thereof, shall be mailed to each owner at least thirty (30) days prior to the Board meeting at which such action is to occur;

[\*\*\*Sections 6.3(B) to(C) remain unchanged\*\*\*]

...  
(D) Adopt procedures and a schedule of a reasonable fees for processing requests for ARC review. Fees, if any, shall be payable to the Community Association, in cash or check, at the time the request is submitted to the ARC; Items such as mailboxes, that have been approved by the ARC and the BOD Colonial Pointe do not need ARC approval. E.G. Pre-approved items can be found on the community website. If a member chooses to repaint the exterior of their residence the same color(s), that member does not need ARC approval. Additional ARC approved color choices can be found on the community website. However, if a member does wish to change their exterior color (s) of the exterior of their residence, they need prior ARC approval.  
Landscaping: the planting of shrubs, plants, and flowers DO NOT need ARC approval. The removal of OAK trees DO NOT require ARC approval. However, the removal of ALL other trees must have ARC approval, and need to be replaced with like kind/species. If in doubt, seek ARC approval. Removal of damaged trees are exempt under emergency conditions. (Example hurricanes)

[\*\*\*Section 6.3(E) remains unchanged\*\*\*]

10.1 Owner and Member Compliance. The protective covenants, conditions, restrictions and other provisions of the Governing Documents and the rules promulgated by the Community Association, shall apply to all owners, as well as to any other person occupying any Living Unit. Failure of an owner to notify any person of the existence of the rules, or the covenants, conditions, restrictions, and other provisions of the Governing Documents shall not in any way act to limit or divest the Declarant, a Developer, or the

Community Association of the power to enforce these provisions. Each owner shall be responsible for any and all violations by his tenants, licensees, invitees or guests, and by the guests, licensees and invitees of his tenants, at any time. Any damage of any Association property by a homeowners or their guest will be the homeowner's responsibility. This includes but is not limited to: gate entry, pedestrian gate, roadway, speed signs, walls, fence, lake, canals, Association's landscape, lighting, any and all other Association property. Anytime a non-owner is staying in a home in Colonial Pointe and the homeowner is not present, the occupants must register with the Association's property manager.

\*\*\*All other and remaining terms of the Declaration remain unchanged.\*\*\*

COLONIAL POINTE  
COMMUNITY ASSOCIATION, INC.  
a Florida not-for-profit corporation

[Signature]  
Witness

By: Ava Fluty  
Ava Fluty, its President

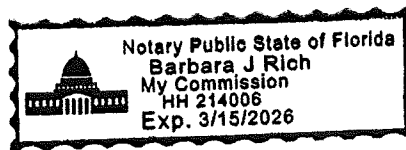
Matthew Deans  
Printed Name of Witness

Date: 10/30/23

Barbara J Rich  
Witness

(CORPORATE SEAL)

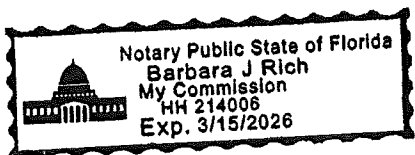
Barbara J. Rich  
Printed Name of Witness



STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was sworn and subscribed to before me by means of  physical presence or  online notarization, this 31<sup>st</sup> day of October 2023 by Ava Fluty, President of Colonial Pointe Community Association, Inc., who  is personally known or  has produced a driver's license as identification.

[Seal]



Barbara J Rich  
Signature of Notary Public

Barbara J. Rich  
Print Name:

My Commission Expires: 3/15/2026