

Prepared by and return to:
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**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTION
FOR ESTERO PALMS AND THE BYLAWS OF
ESTERO PALMS HOMEOWNER'S ASSOCIATION, INC.**

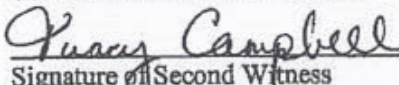
I HEREBY CERTIFY that the following amendments to the Declaration of Covenants, Conditions and Restrictions for Estero Palms and the Bylaws of Estero Palms Homeowner's Association, Inc., were duly adopted by the Association membership at the duly noticed Special Meeting of the Members, at which quorum was present, held on the 7th day of February 2023.

The original Declaration of Covenants, Restrictions, Conditions and Bylaws for Estero Palms was recorded at Official Records Book 4205, Page 3815, *et seq.*, of the Public Records of Lee County, Florida.

WITNESSES

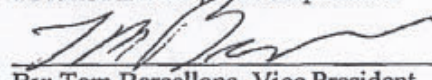

Signature of First Witness

Kris Caldwell
(Printed Name of First Witness)


Signature of Second Witness

Tracy Campbell
(Printed Name of Second Witness)

**ESTERO PALMS HOMEOWNER'S
ASSOCIATION, INC.,**
a Florida not for profit corporation


By: Tom Barcellona, ~~Vice~~ President
TMB

[Notary acknowledgement on following page.]

AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR ESTERO PALMS

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

Section 4.11 shall be added to the Declaration as follows:

4.11 Capital Contribution Assessment. The Association shall levy a nonrefundable Capital Contribution Assessment upon the transferee of a conveyance of any Lot owned by an Owner, which Assessment shall be maintained by the Association in its Capital Reserve account as provided for in this Declaration and in the Bylaws. The amount of the Capital Contribution Assessment shall be initially set at one thousand five hundred dollars (\$1,500.00) and shall begin to be charged at a time as determined by the Board of Directors; provided, however, that the Board may set a different Capital Contribution Assessment amount at its last regular meeting of the calendar year for the next fiscal year. The due date for payment of the Capital Contribution Assessment shall be the date of the closing of the conveyance. The Capital Contribution Assessment shall be the obligation of the transferee. For the purposes of this section, the term "conveyance" shall mean the nonexempt transfer of record legal title to a Lot by deed or other authorized means of conveyance for or without valuable consideration, and shall also refer to the transfer of possession and beneficial ownership by means of an agreement for deed; provided, however, that the following conveyances shall be exempt from payment of the Capital Contribution Assessment:

- A. A conveyance by any record title holder to any person or entity who was also a record title holder of the Lot being conveyed in the Association immediately prior to such conveyance;
- B. A conveyance to the Owner's estate, surviving spouse, or other heirs resulting from the death of an Owner;
- C. A conveyance by an Owner to a trust, partnership, corporation, or other entity so long as such entity is and remains wholly owned by the Owner or by such Owner and the Owner's spouse and/or children for estate planning or tax purposes; and
- D. A conveyance to the Association or to a Mortgagee pursuant to a final judgment of foreclosure or deed in lieu of foreclosure.
- E. To a current Owner in Estero Palms.

Section 4.2 of the Bylaws is amended as follows:

4.2 Number of Directors and Term. The number of Directors which shall constitute the whole Board of Directors shall be five (5) ~~three (3)~~. Any person elected or designated as a Director shall have all rights, privileges, duties and obligations of a Director of the Association. In order to provide for a continuity of experience by establishing a system of staggered terms. Each Director shall be elected for three (3) year terms, ~~such that the term of one (1) Director expires each year.~~ To maintain a staggered Directorate, the Board may hold seats in future elections open

for one, two or three year terms, when necessary or appropriate. In any election where candidates are elected for different terms, those candidates receiving the higher number of votes shall be elected to the lengthier seat. In the event that there is no election, such as in a case where there are fewer pre-qualified candidates than open seats, the Directors who are seated shall agree amongst themselves which shall serve the lengthier terms and which shall serve the shorter terms. This decision shall be recorded in the minutes of a duly noticed Board of Directors' meeting in the event the Directors cannot agree on which among them shall serve the lengthier and shorter seats, the Board shall hold a "run-off" election, wherein those receiving the most votes will be elected to a lengthier term. Each Director shall serve until his or her elected term expires, unless he or she shall sooner resign or is removed as provided herein. In the 2024 election there will be three (3) open seats to include the two (2) new Board of Directors positions.

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged [or if an affidavit "sworn to and subscribed"]
before me, by means of ☒ physical presence or ☐ online notarization, this 2nd day of March,
2023, by Tom Barcellona, as Vice President of Estero Palms Homeowner's Association, Inc., who
[] is personally known to me, or ☒ has produced Driver's License as identification.

WITNESS my hand and official seal in the County and State last aforesaid this ____ day
of March 2023.

(NOTARY STAMP/SEAL)



Rhonda Prosser
Notary Public for the State of Florida
Print Name: Rhonda Prosser
My Commission Expires: 10/4/24