THIS INSTRUMENT PREPARED BY: MARLENE KIRTLAND KIRIAN Block & Scarpa 605 E. Robinson Street, Suite 130 Orlando, FL 32801 (407) 440-2100

# CERTIFICATE OF AMENDMENT to DECLARATION OF COVENANTS AND RESTRICTION of PALERMO VISTA HOMEOWNERS ASSOCIATION, INC.

WHEREAS, the original Declaration of Covenants, Conditions, and Restrictions and By-laws for PALERMO VISTA HOMEOWNERS ASSOCIATION INC. was recorded October 17, 2014, in Official Records 08351, Page 1037, et. seq. (the "Declaration"), as subsequently amended; and whereas a Special Membership meeting was conducted on March 25, 2025, and the requisite number of Members and Board Members voted in favor of said amendment as reflected in the meeting minutes of the Association.

Additions indicated by <u>underlining</u>
Additions indicated by <u>underlining</u>
Deletions indicated by strike-through (---)
Unaffected, omitted, language indicated by ellipsis (...)

### ARTICLE II

Section 6. Private Maintenance Easements: The Developer hereby dedicates to the Association or itself a non-exclusive perpetual easement, privilege and right in and to, over, under, on and across the Lots and the Common Area, and the improvements now or hereafter constructed thereon for ingress and egress as required by its officers, directors, employees, agents, independent contractors, invitees and designees for the purpose of repairing, improving, replacing, and maintaining the Common Areas, and the exterior of each Dwelling, including without limitation the walls and roofs and all landscaping and landscaping beds and planters as originally installed by Developer, so as to keep all of the foregoing in good, clean, attractive, sanitary, safe and serviceable condition, order and repair; provided that such access does not unnecessarily interfere with the reasonable use and enjoyment of the Lots and Common Area by the Owners. For purposes of the foregoing, the portions of the exterior so as to keep the community as near as possible in "showcase" condition, provided that Developer reserves the right for itself and the Association to impose specific assessments upon Lot Owners as provided in Article V for the purposes set forth therein, and further provided that Developer also reserves the right for itself and the Association to impose additional restrictions and to grant or dedicate additional easements and rights-of-way in and to, over, under, on and across the Property so as to allow reasonable access to the Common Areas and to the Lots and Dwellings for the purpose of repairing, improving and maintaining the same. Any such additional restrictions, easements and rights-of-way shall not structurally weaken any improvements upon the Property by the Owners.

Section 6. Private Maintenance Easements: The Association has a non-exclusive perpetual easement, privilege and right in and to, over, under, on and across the Lots and the Common Area, and the improvements now or hereafter constructed thereon for ingress and egress as required by its officers, directors, employees, agents, independent contractors, invitees and designees for the purpose of repairing, improving, replacing, and maintaining the Common Areas, and the exterior of each Dwelling, including without limitation the painting and roofs of the buildings per the Associations reserve study, and all landscaping and landscaping beds and planters as originally installed so as to keep all of the foregoing in good, clean, attractive, sanitary, safe and serviceable condition, order and repair; provided that such access does not unnecessarily interfere with the reasonable use and enjoyment of the Lots and Common Area by the Owners. The Owners will be responsible for all repairs to the walls and the roofs except for when the building is painted, or the roof is replaced per the Associations reserve study. The Owner will be responsible for all leaks that penetrate the walls of the building and all roof leaks that occur in between painting and replacement by the Association. The Association is not responsible for any repairs to the exterior walls, patios or exterior portions of the buildings. Said cost of repairs is solely the responsibility of the Owner. In the event the owner fails to maintain or repair the same the Association has the authority to but not the obligation to make the necessary repair and pass in individual special assessment as set forth in Article V against the lot Owner for the cost of the maintenance and repair.

Signed, sealed and delivered in the Presence of:

PALERMO VISTA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit

Witnesses:

Printed Name Sava N Renkiewicz
Address: 1145 WSR 434 Longwood Fl 32750

Printed Name Angela Milano
Address: 1145 WSR 434 Longwood Fl 32750

Printed Name Sava N Renkiewicz
Address: 1145 WSR 434 Longwood Fl 32750

Name: Tammy Collins
Title: President

Name: Tammy Collins
Title: President

Name: Tammy Collins
Title: President

Title: Secretary

Name: Tammy Collins
Title: President

NOTARY BLOCKS ON THE NEXT PAGE

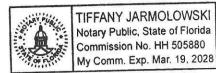
## STATE OF FLORIDA)

## COUNTY of SEMINOLE)

The foregoing instrument was acknowledged before me this 2 day of March, 2025, by Tammy Collins, as President of PALERMO VISTA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of the corporation. She [] is personally known to me or [] has produced FL Drivers License as identification.

WITNESS my hand and official Seal in the State and County last aforesaid, this ZLp day of 2025.

Notary Stamp/Seal



Notary Public, State of Florida at Large
Printed Name: Inffany Jarmolouski

Commission Number: HH505880 Commission Expiration: 3/19/28

# STATE OF FLORIDA)

## **COUNTY OF SEMINOLE)**

The foregoing instrument was acknowledged before me this 26 day of March, 2025, by Kimberly Carroll, as Secretary of PALERMO VISTA HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit, on behalf of the corporation. She [ ] is personally known to me or [ ] has produced Fi Drivers License as identification.

WITNESS my hand and official Seal in the State and County last aforesaid, this 20 day of March, 2025.

Notary Stamp/Seal

TIFFANY JARMOLOWSKI Notary Public, State of Florida Commission No. HH 505880 My Comm. Exp. Mar. 19, 2028 Notary Public, State of Florida at Large
Printed Name: Tr. Hony bemolausti
Commission Number: HH505880
Commission Expiration: 3/19/28