

Prepared by:  
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RPBZ-1485-001

**CERTIFICATE OF AMENDMENT AND FIRST AMENDMENT TO THE  
AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND  
RESTRICTIONS FOR PARADISE POINT TOWNHOMES OWNERS' ASSOCIATION,  
INC. OF NAVARRE BEACH, FLORIDA**

STATE OF FLORIDA  
COUNTY OF SANTA ROSA

The Paradise Point Townhomes Owners' Association, Inc. of Navarre Beach, Florida (the "Association"), a Florida not-for-profit corporation, by and through its undersigned officer, certifies that,

WITNESSETH:

WHEREAS, the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Paradise Point Townhomes Owners' Association, Inc. of Navarre Beach, Florida was recorded on December 11, 1998, in Official Records Book 1728, at Page 1219 of the public records of Santa Rosa County, Florida (the "Declaration");

WHEREAS, in accordance with Article X, Section 11 of the Declaration, the Declaration may be amended by the affirmative vote of two-thirds (2/3rds) of the total voting interest in the Association; and

WHEREAS, duly noticed meetings of the members were held, at which a quorum was obtained and at least two-thirds (2/3rds) of the total voting interest in the Association approved the following Second Amendment to the Declaration; and

WHEREAS, the Board of Directors certified that the required number of the Owners approved the following Second Amendment to the Declaration;

WHEREAS, all provisions of the Declaration not amended hereby shall remain in full force and effect; and

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declaration is amended as follows<sup>1</sup>:

**Article IV, Section 2, Subparagraph (b) is hereby amended to read as follows:**

(b) In addition to maintenance upon the common area, the Association shall provide exterior maintenance upon each Lot, which is subject to assessment hereunder as follows: paint,

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<sup>1</sup> Underlined words are being added; stricken works are being deleted.

repair, replace and care for the roofs, exterior building surfaces, trees, shrubs, grass, walkways and other exterior improvements. Such exterior maintenance shall not include glass surfaces, deck boards, nor any maintenance of any kind inside the patio areas appurtenant to each ground floor unit. The Association shall repair all wood rot on the outside of the building including balconies, window frames, garage door frames also maintaining the caulking and painting, excluding balcony flooring and ground floor patios, which will remain the Owners' responsibility. Any balconies with modifications will also remain the Owners' responsibility. Owners are to report any wood rot to the Association as soon as possible. Any wood rot not reported within a reasonable amount of time will be the Owner's responsibility to repair and replace. It is the Owners responsibility to ensure their tenants report any leaks or wood rot immediately. Additionally, the Association shall maintain the sewage service disposal facilities.

In the event that the need for maintenance or repair is caused through the willful or negligent act of the Owner, his family or guests, or invitees, the costs of such maintenance or repairs shall be added to and become a part of the assessment to which such Lot is subject.

**Article IV, Section 4, Subparagraph (a) is hereby amended to read as follows:**

(a) Reserves. There shall be included as part of the annual assessment described in Section 3, sufficient funds to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of the improvements to the common areas which the Association is obligated to maintain. Reserves can be used for Insurance Deductibles for a tornado, hurricane or storm (named or not) damage repair.

**Article VII, Section 1 is hereby amended to read as follows:**

Section 1. Each individual Lot shall be used and occupied for residential purposes only. A Lot may be rented by its Owner, provided, however, that Owners of Lots/Units purchased after July 19, 1997, shall be prohibited from entering into Short Term Rentals as such rentals are defined in Article I, Section 8 of this Declaration. All leases or rental agreements pertaining to a Lot shall be in writing and shall specifically subject the lease to the requirements set forth in this Declaration, and all rules and regulations which shall have been properly adopted for the operation of this development. Short Term Rentals (30 days or less) of any Lot/Unit purchased after July 19, 1997, shall be expressly prohibited. Further, use of the Property for other than residential purposes is expressly prohibited; provided, however, that the Association may use any Lot and improvements thereon as a model or as an Association office. No Owner may rent any part or portion of their Unit while living in the same said Unit as of the recording of this amendment. This prohibition does not pertain to roommates.

*SIGNATURE PAGES TO FOLLOW*

IN WITNESS WHEREOF, the Association hereby certifies the foregoing First Amendment to the Amended and Restated Declaration was duly adopted and that the Association has caused the Second Amendment to the Amended and Restated Declaration to be executed by its President, this 21<sup>st</sup> day of January, 2022.

WITNESSES:

[Signature]

Print Name: DAN L HATCH

[Signature]

Print Name: Alicia Nova

**PARADISE POINT TOWNHOMES OWNERS' ASSOCIATION, INC. OF NAVARRE BEACH, FLORIDA,**  
a Florida not-for-profit corporation

By: [Signature]  
Its: President

STATE OF FLORIDA  
COUNTY OF SANTA ROSA

The foregoing instrument was acknowledged before me by  physical presence or  online notarization, this 21<sup>st</sup> day of JANUARY, 2022, by [Signature] as President of Paradise Point Townhomes Owners' Association, Inc. of Navarre Beach, Florida, a Florida not-for-profit corporation.



RAY YANTCH  
Commission # GG 179455  
Expires May 25, 2022  
Bonded Thru Budget Notary Services

[Signature]  
NOTARY PUBLIC  
Print Name: RAY YANTCH