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KAREN E. RUSHING

CLERK OF THE CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

SIMPLIFILE

Receipt # 2556578

Prepared by:

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**CERTIFICATE OF AMENDMENT TO THE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
COBBLESTONE ON PALMER RANCH**

WE HEREBY CERTIFY THAT the Amendment attached hereto as Exhibit "A" and incorporated herein by reference, to the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COBBLESTONE ON PALMER RANCH was duly adopted by written consent of the Owners and approved at the Meeting of the Board of Directors on August 3, 2020, by the unanimous affirmative vote of the directors. The Association certifies that this amendment was proposed and adopted as required by the governing documents and the applicable law.

IN WITNESS WHEREOF, we have affixed our hands this 4<sup>th</sup> day of August, 2020, at Sarasota, Sarasota County, Florida.

By: Scott Anderson  
Scott Anderson, President

STATE OF FLORIDA  
COUNTY OF SARASOTA

The forgoing instrument was acknowledged before me this 4<sup>th</sup> day of August, 2020 by Scott Anderson as President of Cobblestone on Palmer Ranch Homeowners Association, Inc., a Florida corporation, on behalf of the corporation, who [ ] is/are personally known to me or [ ] has/have produced a driver's license as identification.



CYNTHIA J KLIMEK  
MY COMMISSION # GG 093008  
EXPIRES: August 11, 2021  
Bonded Thru Budget Notary Services

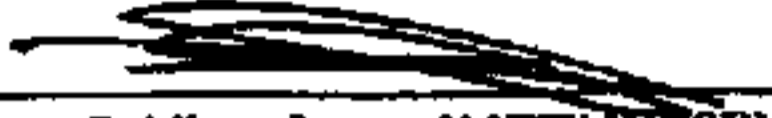
Cynthia J. Klimek  
Notary Public -- State of Florida  
Printed Name: Cynthia J. Klimek  
Commission Expires: 8/11/2021  
(Seal)

Attest:   
Judy Patterson, Secretary

STATE OF NEW JERSEY

COUNTY OF Cape May

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of August, 2020 by Judy Patterson as Secretary of Cobblestone on Palmer Ranch Homeowners Association, Inc., a Florida corporation, on behalf of the corporation, who [ ] is/are personally known to me or [ ] has/have produced a driver's license as identification.

  
Notary Public -- State of NEW JERSEY  
Printed Name: LANCE F. VOGEL  
Commission Expires: 08.04.2021  
(Seal)

LANCE F VOGEL  
NOTARY PUBLIC OF NEW JERSEY  
MY COMMISSION EXPIRES 8-4-2021

**EXHIBIT A**

**COBBLESTONE ON PALMER RANCH HOMEOWNERS ASSOCIATION, INC.**

**AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR COBBLESTONE ON PALMER RANCH**

“Section 5. LEASES. For purposes of this Declaration, "leasing" is the regular, exclusive occupancy of a Home by any person other than the Owner, for which the Owner receives any consideration or benefit, including, without limitation, a fee, service, or gratuity.

An Owner may not lease his or her Home in the first 12 months after taking title. The Home may be leased only in its entirety (e.g., separate rooms within the same Home may not be separately leased). Subleasing of a Home is not permitted. All leases must be in writing and shall have a term of no less than ~~thirty (30) days~~ 12 months. No Owner may lease his or her Home more than ~~four (4) times~~ once in any 12-month fixed period, even if a tenant defaults on a lease or abandons the Home before expiration of the lease term. No lease shall provide for an early lease termination which would reduce a lease term to a period of less than 12 months ~~said thirty (30) days~~, except in the event of a default by the tenant. Any lease terminated as a result of a default or otherwise, shall nevertheless still count towards the foregoing rental limitations. The restrictions on lease terms set forth in this paragraph shall not apply to Homes owned or leased by Declarant, its affiliates, or persons Declarant approves, in connection with their development, construction, or sale of property in Cobblestone on Palmer Ranch.

All leases shall include a signed acknowledgment by the tenant that the tenant and all occupants of the leased Home are bound by and obligated to comply with the Cobblestone on Palmer Ranch Documents, including all Rules and Regulations or other standards adopted by the Board, and that the tenant has received a copy of the Cobblestone on Palmer Ranch Documents, including all Rules and Regulations or other standards adopted by the Board. The Association may require that the lease contain an addendum approved by the Association. The Owner shall be responsible for providing a copy of the Cobblestone on Palmer Ranch Documents, including all Rules and Regulations or other standards adopted by the Board, to the tenant prior to execution of the lease and shall monitor enforcement and compliance with the Cobblestone on Palmer Ranch Documents, including all Rules and Regulations or other standards adopted by the Board, by the tenant.

In the event that an Owner is delinquent in the payment of his or her Assessments or other sums due and owing to the Association, the Home shall not be leased until such amounts are paid in full or unless the Association consents, in writing, to any such lease. If the Home is leased in violation of this provision, the Association may terminate the lease and evict the tenants in addition to imposing all other available remedies. In the event an Owner is in default in the payment of Assessments or other sums due and owing to the Association and the Owner's Home is leased, the Association shall have the right and authority to collect the rent to be paid by the tenant to the Owner directly from the tenant. In the event such tenant fails to remit said rent directly to the Association within ten (10) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the

lease and evict the tenant. All sums received from the tenant shall be applied to the Owner's account for the leased Home according to the priority established in Section 720.3085, Florida Statutes, until the Owner's account is current. All leases entered into by an Owner shall be deemed to automatically incorporate this provision and all the Owners hereby appoint the Association its agent for such purpose. The Association may, without further approval of the Owner of the leased Home, terminate the lease for violations of this Declaration by the tenants, or the tenant's family or guests and thereafter evict the tenants from the Home.

In addition to any notice to a tenant of a Home permitted to be given by law, an Owner by acceptance of a deed to a Lot, does hereby irrevocably grant to the Association (and its officers, directors, designees, agents, and employees) and to any professional management or accounting firm providing management or accounting services to the Association, the right to notify, in writing, the tenant of the Home of any delinquency by the Owner of the Home in payment of any monetary obligations due to the Association, including but not limited to the amount thereof. Further each Owner hereby agrees and acknowledges that the disclosure of any of Owner's delinquent monetary obligations due to the Association, as provided in the preceding sentence, shall not be construed or be deemed to be a violation of the Fair Debt Collection Practices Act ("FDCPA") 15 U.S.C. Section 1692 et. seq.

Each lease shall set forth the name, address, and telephone number of the Home's Owner and of the tenant(s); the date the tenant's occupancy commences and ends; a description of each motor vehicle owned or operated by the tenant or members of the tenant's household; and a description of all pets to be kept at the Home.

~~If an Owner elects to permit a tenant to sublease during the term of the lease, such sublease shall be subject to the limitations and requirements established in this Declaration to the same extent and effect as the original lease.~~

Within five (5) days of a lease being signed for a Home, the Owner shall notify the Board or the Association's managing agent of the lease and provide an entire copy of such lease to the Association and such additional information the Board may reasonably require. In addition to this Section 5, the Board may, from time to time, adopt reasonable Use Restrictions and rules regulating leasing ~~and subleasing~~.

No Owner may assign or otherwise transfer the Owner's obligations under this Declaration to any tenant. The Association shall have the right to enforce the covenants, conditions, and restrictions set forth in this Declaration and all Rule and Regulations or other standards adopted by the Board against the Owner, the tenant, or any member of the tenant's household, individually or collectively. The Association shall not be bound by any provision in the lease or other agreement between Owner and his or her tenant requiring prior notice or imposing other conditions on the rights of the Association.

The Association shall be deemed a third party beneficiary of all leases of Homes, and shall have the right, but not the obligation, to enforce the terms and conditions of such leases against the tenant or the Owner. Notwithstanding the foregoing, the Association's failure to object to any term or condition of a lease or occupancy arrangement shall not be deemed to be consent or approval of any term or condition of the lease, nor shall the Association have any obligation whatsoever for the performance of any obligation of Owner or tenant contained in the lease or otherwise.

Notwithstanding any condition of any lease to the contrary, each Owner, by acceptance of the deed to a Lot, hereby covenants and agrees with the Association and all other Owners in Cobblestone on Palmer Ranch, including, but not limited to, Declarant, that the Owner shall be responsible for any violation of the Cobblestone on Palmer Ranch Documents, including all Rule and Regulations or other standards adopted by the Board, resulting from the acts or omissions of his or her tenant, other occupants of the leased Home, and their respective guests to the same extent that Owner would be liable for such violation if it had resulted from the acts or omissions of the Owner or a member of the Owner's household or guests. The Owner's obligations hereunder shall be deemed a guaranty of performance by his or her tenant, and the Association shall have the right to take any action or seek any remedy for the tenant's failure or refusal to comply with the Cobblestone on Palmer Ranch Documents, including all Rule and Regulations or other standards adopted by the Board, directly from or against the Owner without first taking such action or obtaining such remedy from or against the tenant.

The Association may, without further approval of the Owner of the leased Home, terminate the lease for violations of the Cobblestone on Palmer Ranch Documents, including all Rule and Regulations or other standards adopted by the Board, by the tenants, or the tenant's family or guests and thereafter evict the tenants from the Home.”