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May 28, 2019

**CONFIDENTIAL  
ATTORNEY-CLIENT PRIVILEGED<sup>1</sup>**

**VIA E-MAIL: [denise@hayden-associates.com](mailto:denise@hayden-associates.com)  
AND FIRST CLASS MAIL**

Colony Lakes Property Association, Inc.  
c/o Hayden & Associates, Inc.  
Attn: Denise Kosmala, Manager  
12650 Whitehall Dr.  
Fort Myers, FL 33907

**Re: Recorded Certificate of Amendment**

Dear Denise:

Enclosed please find the original recorded Certificate of Amendment, which was recorded electronically with the Clerk of Courts on May 28, 2019. This document should be stored in a safe place with other Association records.

Please note that Section 720.306(1)(b) of the Florida Homeowners' Association Act provides that within 30 days after recording an amendment to the governing documents (i.e., no later than **Thursday, June 27, 2019**), the Association shall provide copies of the amendment to the members. However, if a copy of the proposed amendment was provided to the members before they voted on the amendment and the proposed amendment was not changed before the vote, the association, in lieu of providing a copy of the amendment, may provide notice to the members

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<sup>1</sup> This letter and any attachments are a confidential, attorney-client privileged communication. As such, this letter should only be distributed to members of the Board of Directors (or other authorized representatives). In general, it is best to avoid widespread distribution of sensitive legal documents by e-mail, such as forwarding to an entire Board. That is because it is difficult to assure security of e-mails and issues that arise when a person who leaves the Board still has privileged legal information on his/her computer. If this letter is distributed to non-Board Members or non-authorized representatives, or the contents communicated to such persons, a court may rule that the attorney-client privilege has been "waived" which could (and likely will) have a negative impact on the Association's legal position in the event the issues addressed herein are later subject to legal challenge. Only the Board (not any individual) can waive privilege. Further, reading or directly referring to this letter at an open Board meeting would likely waive privilege, and in some cases, even discussing referral of a matter to legal counsel in an open Board meeting could be considered a privilege waiver. Finally, this opinion letter should be permanently deleted from all Board member and other computers after reading, and a hard copy retained in the Association's confidential legal file. Digital versions will be retained amongst the Firm's records for so long as the Association is a client.

Colony Lakes Property Association, Inc.

May 28, 2019

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that the amendment was adopted, identifying the official book and page number or instrument number of the recorded amendment and that a copy of the amendment is available at no charge to the member upon written request to the association. The copies and notice described in this paragraph may be provided electronically to those owners who previously consented to receive notice electronically.

Should you have any questions regarding the above, please do not hesitate to contact me.

Very truly yours,



Kathleen O. Berkey, AICP

For the Firm

KOB/sdi

Enclosures (as stated)

cc: Joseph Congero, President (via e-mail only w/encl.: [jcc1950@comcast.net](mailto:jcc1950@comcast.net))

Joseph E. Adams, Esquire

ACTIVE: 12386495\_1

Linda Doggett, Lee County Clerk of Circuit Court,  
INSTR # 2019000120808, Doc Type RES, Pages 5,  
Recorded 5/28/2019 at 9:53 AM,  
Deputy Clerk LAMBROSIO ERECORD  
Rec Fees: \$44.00

Prepared by and returned to:

Becker & Poliakoff, P.A.  
Kathleen O. Berkey, Esquire  
12140 Carissa Commerce Court, Suite 200  
Fort Myers, FL 33966

**CERTIFICATE OF AMENDMENT  
AMENDED AND RESTATED  
DECLARATION OF EASEMENTS, COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF  
COLONY LAKES**

I HEREBY CERTIFY that the following amendments to the Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions of Colony Lakes were duly adopted by the Association membership at the duly noticed Special Members' Meeting of the Association on the 8<sup>th</sup> day of May 2019. Said amendments were approved by a proper percentage of voting interests of the Association. The original Declaration of Easements, Covenants, Conditions and Restrictions is recorded at O.R. Book 3341, Page 2840 *et seq.*, of the Public Records of Lee County, Florida. The Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions is recorded at Instrument No. 2016000066096, of the Public Records of Lee County, Florida. The property encompassed by the Declaration of Easements, Covenants, Conditions and Restrictions is further described at Plat Book 68, Page 49, of the Public Records of Lee County, Florida. **It is the intent of this Certificate of Amendment to also serve as a preservation of the covenants, conditions and restrictions, as amended and/or supplemented from time to time, pursuant to Section 712.05(2)(b), Florida Statutes.**

Additions indicated by underlining.

Deletions indicated by ~~striking through~~.

**Amendment No. 1: Article VIII, Section 2, Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions**

**ARTICLE VIII  
PROHIBITED USES**

Page 1 of 5

(Section 1 Remains Unchanged)

**Section 2. Garages.** No unit garages shall be enclosed or converted into living or habitable area. Unit garage doors shall be required to remain in place at all times, and no construction or conversion shall change the exterior of any garage so as to interfere with the use of it as a storage for vehicles. Garage doors shall be closed ~~at all times~~ between 12 AM and 6 AM except to permit ingress and egress of vehicles.

(Remainder of Article VIII Remains Unchanged, Except as Indicated Below)

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**Amendment No. 2: Article VIII, Section 5, Amended and Restated Declaration of Easements, Covenants, Conditions and Restrictions**

**ARTICLE VIII  
PROHIBITED USES**

(Section 1 through Section 4 Remain Unchanged, Except as Indicated Above)

**Section 5. Automobiles, Vehicles, and Boats.**

The following definitions shall apply for the purposes of this Section:

“Boats” means anything manufactured, designed, marketed or used as a craft for water flotation, capable of carrying one or more persons, or personal property, including personal watercraft such as “jet-skis.”

“Commercial Vehicles” means all vehicles of every kind whatsoever (including regular passenger vehicles and pick-up trucks), which, from viewing the exterior of the vehicles or any portion thereof, shows or tends to show any commercial or charitable institution (e.g. church or school) markings, signs, displays, tools, toolboxes, bins, equipment, racks, altered beds, ladders, apparatus, or otherwise indicates a commercial or other non-personal use. Any vehicle which contains exterior graphics or markings (including those which are painted or wrapped in vinyl), or bear signage, logos, phone numbers, advertising, or Internet/website addresses shall be considered commercial vehicles. Vehicles not primarily designed for family transportation (including but not limited to limousines and hearses) shall be considered commercial vehicles whether or not actually so used for the purpose for which the vehicle was originally designed. Notwithstanding the foregoing, the term “commercial vehicles” does not include two-axle passenger vehicles owned by a governmental entity, such as a police car, or two-axle passenger vehicles where the owner removes from the vehicle each night any business name or signage on the vehicle.

“Golf Cart” means any motorized or electronic vehicle designed and manufactured for operation on a golf course, or other unlicensed, non-street conveyance used for sporting or recreational purposes.

“Governmental Vehicles” means all vehicles of any kind whatsoever which contain markings or apparatus indicating that the vehicle is used in the performance of governmental services or functions, and not primarily as a passenger vehicle. By way of example, but not limitation, fire trucks, ambulances, and City or County staff vehicles are included within the definition of governmental vehicles. Police cruisers are permitted.

“Motorcycle” means any motor vehicle having a seat or saddle for the use of the rider and designed to travel on not more than three wheels in contact with the ground.

“Motor Homes” means any vehicles which are self-propelled, built on a motor vehicle chassis, and which are primarily manufactured, designed, marketed or used to provide temporary living quarters for camping, recreational or travel use. Vehicles which contain showers, restroom facilities, or cooking facilities shall also be considered motor homes.

“Operational” Vehicles shall include any vehicle, of any nature whatsoever, which is capable of normally and safely engaging in highway travel. Any vehicle which does not display a current license automobile tag or is incapable of normally and safely engaging in highway travel shall also be deemed “inoperable.”

“Trailers” means any vehicles or devices of any kind whatsoever which are manufactured, designed, marketed or used to be coupled to or drawn by a motor vehicle.

A. Boats, trailers, ~~recreation vehicles~~, motor homes, motorcycles, golf carts, and commercial vehicles, or any other transportable personal property may ~~shall~~ be parked on each Lot only in a closed garage constructed as part of the Family Dwelling Unit located on such Lot.

B. Temporary parking of ~~b~~Boats, trailers, ~~recreation vehicles~~, motor homes, motorcycles, golf carts, and commercial vehicles in any driveway is limited to 48 consecutive hours in a seven (7) day period ~~may be temporarily parked in a driveway of a Lot for not more than two (2) consecutive days~~ for the purpose of loading or unloading the vehicle for a trip.

C. There shall be no parking ~~of any vehicle~~ on any portion of any sidewalk, grass or street within the Property ~~between the hours of midnight and 6 AM.~~

D. All ~~automobiles and any other~~ vehicles must be fully operational and licensed.

E. No vehicle repairs (except minor emergencies) shall be made on any portion of the Property. ~~There shall not be parked within the Property, any trailer, commercial vehicle, recreational vehicle, boat, rowboat, canoe or boat trailer. This restriction shall not be deemed to limit service vehicles whose purpose is to perform maintenance and delivery service to the Property or the Association during normal working hours or for work performed for the Association which are necessary in the development, maintenance or management of the Association. The term “commercial vehicle” includes trucks and vehicular equipment or other vehicles which shall be used or which are ordinarily intended to be used for commercial purposes or which contain materials regularly used in trade or business. Notwithstanding the foregoing, the~~

~~term "commercial vehicle" does not include two-axle passenger vehicles owned by a governmental entity, such as a police car, or two-axle passenger vehicles where the owner removes from the vehicle each night any business name or signage on the vehicle and said vehicle is visibly carrying materials regularly used in trade or business.~~

F. No parking is permitted within 15-feet of any fire hydrant on the Property pursuant to Florida law.

G. No parking is permitted between the islands/medians on the Property.

H. First violation of the parking restrictions as noted in A-G above will receive a sticker (as shown below) adhered to the vehicle and given 24 hours to comply. Failure to comply with the first violation will result in the towing of the vehicle at owner's expense. Any subsequent violations by the owner(s) of the same vehicle will result in immediate towing without notice at owners expense.

I. Permitted overnight parking is available on a limited basis in the clubhouse parking lot. Contact any Board member to obtain permit.



**FAILURE TO PROMPTLY MOVE THIS VEHICLE MAY  
RESULT IN TOWING AND STORAGE AT DRIVER'S EXPENSE**

Message \_\_\_\_\_

Date \_\_\_\_\_ Time \_\_\_\_\_

(Remainder of Article VIII Remains Unchanged)

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**Amendment No. 3: Article XI, Section 3, Amended and Restated Declaration of Easements,  
Covenants, Conditions and Restrictions**

**ARTICLE XI  
GENERAL PROVISIONS**

(Sections 1 and 2 Remain Unchanged)

Page 4 of 5



~~Section 3. Quorum. Quorum requirements in the Articles of Incorporation to the contrary notwithstanding, at any meeting of the Members of the Association called to take action under Section 2 of this Article IX with respect to any particular proposed amendment of this Declaration, the presence at the meeting of the Members or proxies entitled to cast sixty (60%) percent of the total vote of the Members shall constitute a quorum.~~

(Sections 4 through 11 Renumbered as Sections 3 through 10,  
But Otherwise Remain Unchanged)

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WITNESSES:  
(TWO)

COLONY LAKES PROPERTY  
ASSOCIATION, INC.

[Signature]  
Signature  
Rebekah Benson  
Printed Name

BY: [Signature]  
Joseph Congero, President

Date: 5/14/2019

[Signature]  
Signature  
Denise Kosmala  
Printed Name

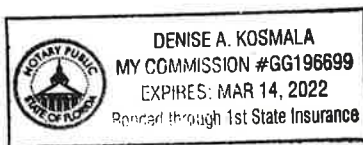
ATTEST: [Signature]  
Susan Stockman, Secretary

Date: 5/14/2019

(CORPORATE SEAL)

STATE OF FL )  
COUNTY OF Lee ) SS:

The foregoing instrument was acknowledged before me this 14 day of May 2019, by Joseph Congero as President of Colony Lakes Property Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced (type of identification) Personally know as identification.



[Signature]  
Notary Public  
Denise A. Kosmala  
Printed Name

My commission expires: 3/14/2022  
ACTIVE: 12326304\_2