

RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:

Ernest W. Sturges, Jr., Esq.
Goldman, Tiseo & Sturges, P.A.
701 JC Center Court, Suite 3
Port Charlotte, Florida 33954

**CERTIFICATE OF SECOND AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
PARADISE POINTE AT CHARLOTTE HARBOR**

THIS CERTIFICATE is made to reflect and document an Amendment, Restatement and Modification of the Declaration of Condominium of Paradise Pointe at Charlotte Harbor. The Declaration of Condominium of Paradise Pointe at Charlotte Harbor Condominium Association, Inc. have been recorded in the Public Records of Charlotte County as follows:

<u>Instrument and Date</u>	<u>O.R. Book/Page(s)</u>
a. Declaration of Paradise Pointe at Charlotte Harbor Condominium Association, Inc. December 16, 2020	4678/125 <i>et seq.</i>
b. Certificate of First Amendment to Declaration of Condominium of Paradise Pointe at Charlotte Harbor Condominium Association, Inc. December 16, 2020	4678/167 <i>et seq.</i>

The undersigned officers of the Board of Directors of Westchester Park Condominium Association, Inc., a Florida not-for-profit corporation, hereby certify as follows:

1. The Declaration of Condominium of Paradise Pointe at Charlotte Harbor Condominium Association, Inc. is hereby amended in accordance with Exhibit "1" attached hereto and entitled Amendment to the Amended and Restated Declaration of Condominium of Paradise Pointe at Charlotte Harbor Condominium Association, Inc.
2. This Amendment of the Declaration of Condominium of Paradise Pointe at Charlotte Harbor Condominium Association, Inc. was proposed by duly adopted resolution, and approved by a vote of a majority of the entire voting interests in the Association.

Executed this 9 day of February, 2023, at _____, Florida.

PARADISE POINTE AT CHARLOTTE HARBOR CONDOMINIUM
ASSOCIATION, INC., a Florida not-for-profit
corporation

By: Joseph Corvino
Name: Joseph Corvino
Its: President

STATE OF FLORIDA
COUNTY OF Charlotte

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization on this 9 day of February, 2023, by JOSEPH CORVINO,
who is personally known to me or produced _____ as identification.



Gaye Lamka
NOTARY PUBLIC
Gaye Lamka
Printed name of notary

ATTEST:

By: Ron Aubel
Name: Ron Aubel
Its: Vice President

STATE OF FLORIDA
COUNTY OF Charlotte

The foregoing instrument was acknowledged before me by means of physical presence or online notarization on this 9 day of February, 2023, by Ron Aubel, who is personally known to me or produced _____ as identification.

Gaye Lamka
NOTARY PUBLIC
Gaye Lamka
Printed name of notary

SEAL



EXHIBIT "1"

**SECOND AMENDMENT TO THE
DECLARATION OF CONDOMINIUM**

OF

PARADISE POINTE AT CHARLOTTE HARBOR

Underline represent additions

~~Strikethrough~~ represent deletions

19.1 of the Declaration of Condominium first paragraph is hereby amended as follows:

19.1 Leases. No lease or rental of a Unit may be for a period of less than ~~thirty (30)~~ sixty (60) continuous days. No occupancy pursuant to a new lease will be allowed until at least ~~thirty (30)~~ sixty (60) days have elapsed since the first day of the last lease. No Unit may be leased more than three (3) times in a calendar year. At least ten (10) days prior to any proposed lease, and/or within three days of any request by the Association, the Unit Owner must provide the Association with the name, address and telephone number of the proposed tenant, and shall provide the Association with any other information it may request, such as, but not limited to, vehicle information. The Association may request a security deposit as security for all of the Common Elements. No Unit Owner may lease or rent his Unit if he is delinquent in the payment of any Assessments. The Association shall have the right to require that a substantially uniform form of lease be used by all Unit Owners intending to rent or lease and to provide such form as a Common Expense of the Condominium. Entire Units only may be rented, and no individual rooms may be rented and no transient may be accommodated. There shall not be any subleasing of any Unit, but any impermissible sub-leasing or sub-renting of a Unit Owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. No Unit Owner nor anyone on their behalf may publish or cause to be published any advertisement, notice, solicitation, or communication of any type in any form of media, including but not limited to television, radio, internet website, mobile app, newspaper, or magazine, that indicates or suggests that a Unit or portion thereof may be leased for periods of less than ~~thirty (30)~~ sixty (60) days or more than three (3) times per year. Without limiting any other Association remedies for violations, all Unit Owners are hereby deemed to authorize the Association to send a copy of this provision to any applicable leasing agent or realtor, or to the publisher or operator of any such sites, apps, or media outlets, as instruction that an advertisement violating this provision be immediately removed.