

This instrument prepared by:  
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**CERTIFICATE OF AMENDMENTS TO THE  
THIRD AMENDED AND RESTATED DECLARATION  
OF PINEWOOD CONDOMINIUM OF LEHIGH ACRES  
AND THE  
THIRD AMENDED AND RESTATED BYLAWS OF  
PINEWOOD CONDOMINIUM OF LEHIGH ACRES, INC.**

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THE UNDERSIGNED, being duly elected and acting President and Secretary of **PINEWOOD CONDOMINIUM OF LEHIGH ACRES, INC.**, a Florida corporation not-for-profit, do hereby certify that the amendments set forth below were approved, as evidenced by a written statement or ballot manifesting the intention that such amendments be adopted. The amendments were approved and adopted by the votes indicated for the purposes of amending the Third Amended and Restated Declaration of Pinewood Condominium of Lehigh Acres recorded at Instrument Number 2014000228737, and as originally recorded in Official Records Book 1012, Page 373, *et seq.*, as may have been subsequently amended; and the Third Amended and Restated Bylaws of Pinewood Condominium of Lehigh Acres, Inc., recorded at Instrument Number 2014000228737, Page 91, *et seq.*, and as originally recorded in Official Records Book 1012, at Page 410, *et seq.*, and as may have been subsequently amended, all in the Public Records of Lee County, Florida.

1. The following amendments were approved by the affirmative vote of a majority of the voting interests of the Association present, in person or by proxy, and voting at a duly noticed annual meeting of the Association:

**RESOLVED:** That the Third Amended and Restated Declaration of Pinewood Condominium of Lehigh Acres be, and hereby is, amended, and the amendments to the Third Amended and Restated Declaration of Pinewood Condominium of Lehigh Acres are adopted in the form attached hereto as **Exhibit "A"** and made a part hereof; and

**RESOLVED:** That the Officers and Directors are hereby instructed and authorized to execute the aforementioned document and cause it to be filed of public record, together with a Certificate of Amendment.

2. The following amendment was approved by the affirmative of two-thirds of the voting interests of the Association present, in person or by proxy, and voting a duly noticed annual meeting of the Association:

**RESOLVED:** That the Third Amended and Restated Bylaws of Pinewood Condominium of Lehigh Acres, Inc., be, and hereby are, amended, and the amendment to the Third Amended and Restated Bylaws of Pinewood Condominium of Lehigh Acres, Inc., is adopted in the form attached hereto as **Exhibit "A"** and made a part hereof; and

**RESOLVED:** That the Officers and Directors are hereby instructed and authorized to execute the aforementioned documents and cause them to be filed of public record, together with a Certificate of Amendment.

Dated this 18 day of March, 2015.

WITNESSES (2):

**PINEWOOD CONDOMINIUM OF  
LEHIGH ACRES, INC.**

Sign: Edgardo Perez  
Print: Edgardo Perez

Sign: Marie O. Murphy  
Print: MARIE O. MURPHY  
Title: President

Sign: Shirley Wertz  
Print: Shirley Wertz

WITNESSES (2):

**ATTEST:**

Sign: Edgardo Perez  
Print: Edgardo Perez

Sign: Bryce B. Bradford  
Print: BRUCE B. BRADFORD  
Title: Secretary

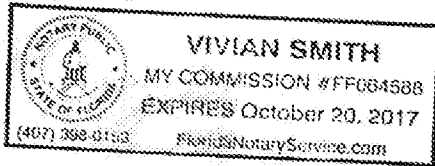
Sign: Shirley Wertz  
Print: Shirley Wertz

STATE OF FLORIDA  
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this 18 day of March, 2015, by Marie Murphy, President of Pinewood Condominium of Lehigh Acres, Inc., who (check one):  is personally known to me OR \_\_\_\_\_ produced as identification.

(Notary Seal)

Notary Public – State of Florida



Sign: Vivian Smith  
Print: Vivian Smith  
My Commission Expires: Oct 20, 2017

STATE OF FLORIDA  
COUNTY OF LEE

THE FOREGOING INSTRUMENT was acknowledged before me this 18 day of March, 2015, by Bryce Bradford, Secretary of Pinewood Condominium of Lehigh Acres, Inc., who (check one):  is personally known to me OR \_\_\_\_\_ produced as identification.

(Notary Seal)

Notary Public – State of Florida



Sign: Vivian Smith  
Print: Vivian Smith  
My Commission Expires: Oct 20, 2017

EXHIBIT "A"

AMENDMENTS TO THE  
THIRD AMENDED AND RESTATED DECLARATION  
OF PINEWOOD CONDOMINIUM OF LEHIGH ACRES  
AND THE  
THIRD AMENDED AND RESTATED BYLAWS  
OF PINEWOOD CONDOMINIUM OF LEHIGH ACRES, INC.

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The Third Amended and Restated Declaration of Pinewood Condominium of Lehigh Acres and the Third Amended and Restated Bylaws of Pinewood Condominium of Lehigh Acres, Inc. shall be amended as follows (otherwise, all other provisions shall remain the same):

*Note: Language to be added is underlined. Language to be deleted is ~~struck through~~.*

\* \* \* \* \*

**Amendment 1 to the Declaration:**

**14. USE RESTRICTIONS.** Use of the property submitted for condominium ownership shall be in accordance with the following use restrictions and reservations:

*Section 14.1 through 14.8 remain unchanged.*

**14.9. Pet Restrictions.** ~~Owners~~ Units shall only be permitted to have, keep or harbor a maximum of two (2) pets, either or both of which shall consist of a domesticated breed of dog(s) or cat(s) in a Unit. No Pit Bulls or other dangerous breed of dog shall be allowed. The Board may require the permanent removal from the Unit of any such pet that becomes a source of annoyance or nuisance to any other Owner or resident. Owners keeping domestic animals shall be responsible for pet droppings or any inconvenience or damage caused by such animal. All Unit Owners must take a pooper scooper or similar device with them when walking their pet. All dogs and cats shall be kept leashed when not confined to the Owner's Unit. ~~Guests and tenants shall not be allowed to have pets.~~

*Section 14.10 and 14.11 remain unchanged.*

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**Amendment 2 to the Declaration:**

**15. MAINTENANCE OF COMMUNITY INTERESTS.** In order to maintain a community of congenial Unit Owners who are financially responsible, and thus protect the value of the Units, the use and transfer of Units by any Owner shall be subject to the following provisions as long as the Condominium exists upon the land, which provisions each Unit Owner covenants to observe:

*Section 15.1 through 15.7 remain unchanged.*

**15A. Leasing of Units.** All leases of Units or rentals of Units must be in writing. A Unit owner may lease or rent only his entire Unit, and then only in accordance with this Section.

The privilege to rent or lease may be revoked by the Board of Directors if it is abused by the Unit owner, or the owner fails or refuses to follow the required procedures.

*Section 15A.1 through 15A.2 remain unchanged.*

**15A.3 Occupancy During Lease Term.** When a Unit is leased or rented, no pets, which otherwise comply with Section 14.9, are permitted upon the condition that the Owner has approved the tenant's harboring and keeping of the pet(s) in the Unit which is leased.

*Section 15A.4 and Section 15A.5 remain unchanged.*

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**Amendment 1 to the Bylaws:**

**3. BOARD OF DIRECTORS.**

**3.1 Number, Term, and Qualifications.** The affairs of the Association shall be governed by a Board composed of three (3) to five (5) Directors. The exact number to be determined by the Board of Directors prior to mailing the first notice of the election of Directors. If the Board fails to take any action to change the number, the number of Directors shall be unchanged from the number currently serving. All Directors must be a least fifty-five (55) years of age and shall be Members or the spouse of a Member. If provided in the Act as amended from time to time, co-owners of a Unit cannot simultaneously serve on the Board, except as permitted by the Act. No more than one natural person may represent any one Unit on the Board at any given time. When a Unit is owned by a corporation, a partnership, limited liability company or similar entity, the Primary Occupant, as designated pursuant to the Declaration of Condominium, and the spouse of the Primary Occupant shall be eligible for Board membership. If the Unit is excused from designation of a Primary Occupant because the entity held title before the effective date of this provision, then any eligible voter, as described in Article 2.6 shall be eligible for Board service. Trustees and beneficiaries of trusts (provided that the beneficiaries reside in the Unit), and the spouses of such persons, shall be considered eligible for Board membership. Persons who have been convicted of any felony in this State or in a United States District or Territorial Court, or who has been convicted of any offense in another jurisdiction that would be considered a felony if committed in this State, are not eligible to serve on the Board, unless such felon's rights have been restored for a period of at least 5 years as of the date on which such person seeks election to the Board. A person who has been suspended or removed by the Division of Florida Condominiums, Timeshares, and Mobile Homes pursuant to the Act, or who is more than 90 days delinquent in the payment of any fee, fine, or special or regular assessment is not eligible for Board membership. It is the intention of these Bylaws that a staggered Directorate be maintained. To maintain a staggered Directorate, a minority of the Directors shall be elected each odd numbered year and a majority of the Directors shall be elected each even numbered year. Resignations of Directors are effective when received by the Association in writing, unless a later date is stated.

*Section 3.2 through 3.11 remain unchanged.*