



INST # 6230136 OR BK 04263 Pgs 2728 - 2732 (5 PGS) RECORDED 04/20/2004 10:23:00 AM
CHARLIE GREEN, CLERK OF COURT, LEE COUNTY, FLORIDA
REC FEE 24.00
DEPUTY CLERK L. WHEAT

CERTIFICATE OF AMENDMENT
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
DAVIS WOODS CONDOMINIUM
AMENDED AND RESTATED BYLAWS
DAVIS WOODS CONDOMINIUM ASSOCIATION, INC.

I HEREBY CERTIFY that the following amendments to the Amended and Restated Declaration of Condominium of Davis Woods Condominium and the amendments to the Bylaws of Davis Woods Condominium Association, Inc. were duly adopted by the Association membership at the duly noticed annual members' meeting of the Association on the 9th day of March, 2004. Said amendments were approved by a proper percentage of voting interests of the Association. The original Declaration of Condominium is recorded at O.R. Book 1580, Pages 83 et seq., of the Public Records of Lee County, Florida. The Amended and Restated Declaration of Condominium is recorded at O.R. Book 3254, Pages 1227 et seq., of the Public Records of Lee County, Florida.

Additions indicated by underlining.
Deletions indicated by ~~striking through~~.

Amendment No. 1: Article 2.15, Amended and Restated Declaration of Condominium

2. **DEFINITIONS.** The terms used in this Declaration and its exhibits shall have the meanings stated below and in Chapter 718, Florida Statutes, unless the context otherwise requires.

(Sections 2.1 through 2.14 Remain Unchanged)

2.15 "Voting Interests" refers to the arrangement established in the condominium documents by which the owner of each one (1) bedroom unit are entitled to one vote and the owners of each two (2) bedroom unit are entitled to two (2) votes in Association matters. The total number of units is one hundred. The total number of Voting Interests is one hundred sixty-eight (168).

Amendment No. 2: Article 10.6(I), Amended and Restated Declaration of Condominium

10. **USE RESTRICTIONS.** The use of the units and the common elements shall be in accordance with the following provisions, as long as the Condominium exists:

(Sections 10.1 through 10.5 Remain Unchanged)

10.6 **Motor Vehicles; Parking.** No motor vehicle (which by definition includes “motorcycles”) shall be parked anywhere on the condominium property except in designated parking areas. No commercial trucks, or vehicles which are primarily used for commercial purposes, other than service vehicles temporarily present on business, nor any trailers, may be parked on the condominium property. Boats, boat trailers, trailers, semitrailers, house trailers, campers, travel trailers, mobile homes, motor homes, recreational vehicles, and the like and vehicles not in operable condition or validity licensed, may not be kept on the condominium property. For the purpose of the foregoing sentence, the term “kept” shall mean present for either a period of six (6) consecutive hours or overnight, whichever is less.

(Subsections A through H Remains Unchanged)

(I) No vehicle which is not currently licensed or cannot operate on its own power shall remain on the premises for more than twenty-four (24) hours. As used in this section, the term licensed shall mean that the vehicle displays, at all times, a license plat or license tag to which is affixed a sticker indicating that the vehicle is currently registered with the State of Florida or other state as the case may be. A vehicle which has not been moved from the same spot for seven (7) consecutive days shall be presumed to be unable to operate on its own power. Unit owners or tenants who store a vehicle on the common elements, while said owner or tenant is absent from the unit, must leave a key to the vehicle with management, for use in the event of an emergency, or in connection with maintenance of the common elements (e.g. parking lot resealing and/or resurfacing). Any member of the Board, or any of the Board’s agents, who has reasonable cause to believe that a vehicle is unable to operate on its own power shall affix a sticker thereto notifying the owner of the vehicle that it is considered to be in violation of the condominium rules and regulations. The owner of such vehicle shall have ~~twenty four (24) hours from the date and time affixed to the sticker~~ fifteen (15) days from the date of the Association’s letter to respond to the Board or its agent and demonstrate that the vehicle can operation on its own power. If the owner cannot so demonstrate or if the owner does not contact the Board, the vehicle may be towed at the owner’s expense.

Amendment No. 3: Article 10.6(J), Amended and Restated Declaration of Condominium

10. ***USE RESTRICTIONS.*** The use of the units and the common elements shall be in accordance with the following provisions, as long as the Condominium exists:

(Sections 10.1 through 10.5 Remain Unchanged)

10.6 **Motor Vehicles; Parking.** No motor vehicle (which by definition includes “motorcycles”) shall be parked anywhere on the condominium property except in designated parking areas. No commercial trucks, or vehicles which are primarily used for commercial

purposes, other than service vehicles temporarily present on business, nor any trailers, may be parked on the condominium property. Boats, boat trailers, trailers, semitrailers, house trailers, campers, travel trailers, mobile homes, motor homes, recreational vehicles, and the like and vehicles not in operable condition or validity licensed, may not be kept on the condominium property. For the purpose of the foregoing sentence, the term "kept" shall mean present for either a period of six (6) consecutive hours or overnight, whichever is less.

(Subsections A through H Remains Unchanged)

(J) ~~A speed limit of ten (10) miles per hour applies through the condominium roadway as determined by the Board of Directors, evidenced though posted signs shall be in effect on all Common Element drives and roadways.~~ Unnecessary vehicle notices are to be avoided within the grounds.

Amendment No. 4: Article 10.8, Amended and Restated Declaration of Condominium

10. **USE RESTRICTIONS.** The use of the units and the common elements shall be in accordance with the following provisions, as long as the Condominium exists:

10.8 **Occupancy Restrictions.** At no time shall any two-bedroom unit be occupied by more than six (6) individuals, nor shall any one (1) bedroom unit be occupied by more than four (4) individuals for a duration greater than fourteen(14) days in a six (6) month period.

Amendment No. 5: Article 10.9, Amended and Restated Declaration of Condominium (NEW)

10. **USE RESTRICTIONS.** The use of the units and the common elements shall be in accordance with the following provisions, as long as the Condominium exists:

10.9 **Maximum Number of Units Owned.** No natural person, or artificial entity (including, but not limited to, corporations, limited liability companies, partnerships, or trusts), or any officer, director, member, shareholder, general partner, limited partner, beneficiary, trustee, or principal thereof, may hold a legal, equitable or contractual interest in more than two (2) units within the Condominium at the same time. Neither shall any artificial entity which has officers, directors, shareholders, members, beneficiaries, trustees, etc., in common with any other artificial entity, or individual unit owner hold an interest in more than two (2) units within the Condominium at the same time. Further, no person who is related to a unit owner (by blood, marriage, or adoption) or who has contractual relationships with another unit owner involving unit ownership issues, shall be permitted to own a unit, unless said person acquires and actually uses said unit as a bone fide residence for said person. It is the intention of this clause that owners shall only own a maximum of two (2) units and that groups of units shall not be owned

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by individuals, families, or artificial entities for investment/rental purposes. Any unit owner who owns more than two (2) units as of the effective date of this provision (recordation in the public records of Lee County, Florida, after approval by the membership of the Association) are "grandfathered," as to those units owned on said date.

Amendment No. 6: Article 3.3(C), Amended and Restated Bylaws

3. BOARD OF DIRECTORS. The administration of the affairs of the Association shall be by a Board of Directors. All powers and duties granted to the Association by law, as modified and explained in the Declaration, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to approval or consent of the unit owners only when such is specifically required.

(Sections 3.1 and 3.2 Remain Unchanged)

3.3 Elections. In each annual election the members shall elect, by written secret ballot, as many Directors as there are vacancies to be filled, unless the balloting is dispensed with as provided for by law.

(Subsections A and B Remain Unchanged)

(C) Balloting. Where balloting is required, Directors shall be elected by a plurality of the votes cast, provided that at least twenty percent (20%) of the eligible voters cast ballots. Proxies may not be used in the election. In the election of Directors, each unit shall have as many votes as there are Directors to be elected, but no unit may cast more than one ~~vote~~ allocated Voting Interests for any candidate, it being the intent hereof that voting for Directors shall be non-cumulative. Tie votes shall be broken by agreement among the candidates who are tied, or if there is no agreement, by lot, or by any other method required or permitted by law.

Amendment No. 7: Article 6, Amended and Restated Bylaws

6. RULES AND REGULATIONS. The Board of Directors may, from time to time, adopt and amend administrative Rules and Regulations governing the use, maintenance, management and control of the common elements and the operation of the Association. Copies of such initial Rules and Regulations are attached as an exhibit to this Declaration. Any Rule or Regulation created and imposed by the Board must be reasonably related to the promotion of health, happiness and peace of mind of the unit owners, and uniformly applied and enforced. The current Rules and Regulations are attached as an Exhibit to these Bylaws are not recorded in the Lee County Public Records and may be amended from time to time. The current version of the Rules and Regulations is available from the Association.

WITNESSES:
(TWO)

DAVIS WOODS CONDOMINIUM
ASSOCIATION, INC.

Diana Burt
Signature
Diana Burt
Printed Name

BY: Stanley Mogilski
Stanley Mogilski, President

Date: 3-29-04

(CORPORATE SEAL)

Jessica Bailey
Signature
JESSICA BAILEY
Printed Name

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 29th day of March, 2004 by Stanley Mogilski as President of Davis Woods Condominium Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced (type of identification) _____ as identification and did take an oath.

Bryan E Cruz
Notary Public
BRYAN E CRUZ
Printed Name

My commission expires: _____

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