

Kevin C. Karnes, Lee County Clerk of the Circuit Court & Comptroller

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Prepared by and return to:
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1715 Monroe Street
Fort Myers, Florida 33901

**CERTIFICATE OF SECOND AMENDMENT TO THE DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF PARKWOODS III**

THIS SECOND AMENDMENT to the Declaration of Covenants, Conditions and Restrictions of Parkwoods III is made this 9 day of April, 2025. The undersigned officers of Parkwoods III Homeowners Association, Inc. ("Association"), certify that the following amendment to the Declaration of Covenants, Conditions and Restrictions of Parkwoods III ("Declaration") as originally recorded at Book 1298, Page 1276 of the Official Records of Lee County, Florida, and as amended at Instrument Number 2022000332220 of the Official Records of Lee County, Florida, was approved by the Association in compliance with Section 720.306(1)(b), Fl. Stat. by obtaining the affirmative approval of at least two-thirds (2/3) of the voting interests of the Association.

(Additions are indicated by underline, deletions are indicated by ~~strike-through~~. Additions to headings are indicated by double underline. Amendments which reflect a substantial rewording will be notated as such with instruction to see the original governing documents for current text.)

16. APPLICATION FEE FOR NEW BUYERS AND RENTERS.

a. Application Requirement and Fee. Effective January 1, 2025, any person or entity seeking to purchase or rent a townhouse within the Association must submit a completed application to the Association, along with a nonrefundable application fee of one hundred dollars (\$100.00) per application.

b. Application Procedure. Applications for prospective buyers and renters must be submitted on the official application form provided by the Association. The application form is available on the Association website at www.parkwoodsiii.com, or by request via email at parkwoodsphaseiiihoa@gmail.com, or upon written request by the townhouse owner mailed to Parkwoods HOA Phase III, P.O. Box 61376, Fort Myers, FL 33906-1376. A completed application must be submitted with the applicable fee no less than thirty (30) days prior to the proposed closing date or move-in date.

17. ARCHITECTURAL STANDARDS FOR EXTERIOR QUALITY.

a. Architectural Standards. The Association is authorized to establish and enforce reasonable standards for the exterior appearance, quality, and maintenance of townhouses within the Association (the "Architectural Standards"). Architectural Standards shall include, but are not limited to, requirements for:

i. Roofing materials, colors, and maintenance;

ii. Fence design, colors, and stain requirements;

iii. Exterior paint colors and materials;

iv. Landscaping and yard maintenance;

v. Driveway and walkway maintenance; and

vi. Other exterior improvements or features necessary to preserve the aesthetic harmony of the community.

The Architectural Standards established by the Association shall be included in written guidelines and published for the benefit of all townhouse owners.

b. Enforcement of Architectural Standards. The Association, through its designated representatives, shall have the authority to inspect parcels for compliance with the Architectural Standards. If a violation is identified, the Association shall provide written notice to the townhouse owner specifying the violation, the corrective action required, and the timeline for compliance pursuant to Section 18(a) of this Declaration. If a townhouse owner fails to comply with the notice within the specified timeframe, the Association may: impose reasonable fines; suspend of the townhouse owner's rights to use common areas or facilities, if applicable; and, if necessary, take corrective action at the townhouse owner's expense, including but not limited to contracting for necessary repairs or maintenance in accordance with these governing documents.

18. FINING. The Association is authorized to levy reasonable fines against any member, tenant, guest, or invitee for violations of these Association governing documents, in accordance with the procedures and limitations delineated in this section.

a. Notice and Hearing. The Association shall provide at least fourteen (14) days' written notice of any violation to a townhouse owner stating the nature of the violation; the action required to cure the violation; and the date, time, and location of a hearing before the Fining Committee established under this Section, to be held within ninety (90) days after issuance of the notice. If a violation is cured prior to the hearing or within the time specified in the notice, no fine shall be considered or imposed.

b. Fining Committee. The Association shall appoint a compliance committee for the purpose of approving and levying fines under this section (the "Fining Committee"). The Fining Committee shall consist of at least three (3) members who are not officers, directors, or employees of the Association, nor related to such persons. The Fining Committee's role is limited to approving or rejecting a proposed fine at a duly noticed hearing. If the Fining Committee does not approve of a proposed fine by majority vote, it shall not be imposed.

Upon the approval of a fine by the Fining Committee, the Association shall notify the townhouse owner in writing of its decision within seven (7) days after the hearing and, if applicable, provide the deadline for payment; which shall be at least thirty (30) days after written notice is delivered.

c. Fine Amount and Limitations. Fines levied under this section shall not exceed two hundred dollars (\$200.00) per violation. For continuing violations, a fine may be imposed for each day the violation continues, with a single notice and opportunity for hearing, but the total fine for a continuing violation shall not exceed one thousand dollars (\$1,000.00) in the aggregate unless otherwise provided in these governing documents.

d. Collection Upon Default. If a proposed fine is approved by the Fining Committee and the fine is not paid within the time specified, the Association may take appropriate legal action necessary to recover the fine, including but not limited to the collections procedure mandated by Article VI, Section C of the Bylaws. The prevailing party in such an action shall be entitled to reasonable attorney's fees and costs.

[Signatures on following page.]

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IN WITNESS WHEREOF, the Association has executed this Certificate of Amendment to the Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Parkwoods III on this 14 day of May, 2025.

WITNESSES

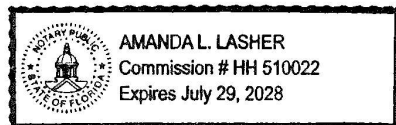
[Signature]
Signature of Witness 1
Printed: Amanda Lasher
[Signature]
Signature of Witness 2
Printed: Gordon D. Mulkin

PARKWOODS III HOMEOWNERS ASSOCIATION, INC.

[Signature]
Its: President
Printed: ANTHONY CERESOLI
[Signature]
Its: Secretary
Printed: Ann Margaret Adams

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 14 day of May, 2025, by Anthony Ceresoli (name), as President and by Margaret Adams (name) as Secretary of the Parkwoods III Homeowners Association, Inc.



[Signature]
Amanda Lasher
Signature of Notary Public – State of Florida)
Print, Type, or Stamp Commissioned Name of Notary Public

Personally Known or B Produced Identification
Type of Identification Produced: _____