

Prepared By and Return to:
Kevin T. Wells, Esq.
Law Offices of Wells | Olah | Cochran, P.A.
3277 Fruitville Rd., Bldg. B
Sarasota, FL 34237
Telephone: (941) 366-9191
Facsimile: (941) 366-9292

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KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL



CERTIFICATE OF AMENDMENT

**DECLARATIONS OF CONDOMINIUM OF
PINESTONE AT PALMER RANCH, NO. 1 THROUGH 26,
INCLUSIVE, CONDOMINIUMS**

The undersigned authorized officers of **PINESTONE AT PALMER RANCH ASSOCIATION, INC.**, the corporation in charge of the operation and control of the following 26 condominiums:

Pinestone at Palmer Ranch No. 1, a Condominium, according to the Declaration of Condominium thereof as recorded in Official Records Book 2786, Page 1351, *et seq.*;

Pinestone at Palmer Ranch No. 2, a Condominium, according to the Declaration of Condominium thereof as recorded in Official Records Instrument Number 2001151286;

Pinestone at Palmer Ranch No. 3, a Condominium, according to the Declaration of Condominium thereof as recorded in Official Records Book 2929, Page 1766, *et seq.*;

Pinestone at Palmer Ranch No. 4, a Condominium, according to the Declaration of Condominium thereof as recorded in Official Records Instrument Number 1998095439;

Pinestone at Palmer Ranch No. 5, a Condominium, according to the Declaration of Condominium thereof as recorded in Official Records Book 2828, Page 1278, *et seq.*;

Pinestone at Palmer Ranch No. 6, a Condominium, according to the Declaration of Condominium thereof as recorded in Official Records Book 2796, Page 673, *et seq.*;

Pinestone at Palmer Ranch No. 7, a Condominium, according to the Declaration of Condominium thereof as recorded in Official Records Book 2899, Page 2367, *et seq.*;

Pinestone at Palmer Ranch No. 8, a Condominium, according to the Declaration of Condominium thereof as recorded in Official Records Book 2959, Page 1386, *et seq.*;

Pinestone at Palmer Ranch No. 9, a Condominium, according to the Declaration of Condominium thereof as recorded in Official Records Book 3065, Page 2643, *et seq.*;

Pinestone at Palmer Ranch No. 10, a Condominium, according to the Declaration of Condominium thereof as recorded in Official Records Instrument Number 1999015613;

Pinestone at Palmer Ranch No. 11, a Condominium, according to the Declaration of Condominium thereof

as recorded in Official Records Instrument Number 1999144154;

Pinestone at Palmer Ranch No. 12, a Condominium, according to the Declaration of Condominium thereof as recorded in Official Records Instrument Number 2000012171;

Pinestone at Palmer Ranch No. 13, a Condominium, according to the Declaration of Condominium thereof as recorded in Official Records Instrument Number 1999074624;

Pinestone at Palmer Ranch No. 14, a Condominium, according to the Declaration of Condominium thereof as recorded in Official Records Instrument Number 1999122191;

Pinestone at Palmer Ranch No. 15, a Condominium, according to the Declaration of Condominium thereof as recorded in Official Records Book 2994, Page 406, *et seq.*;

Pinestone at Palmer Ranch No. 16, a Condominium, according to the Declaration of Condominium thereof as recorded in Official Records Book 3029, Page 815, *et seq.*;

Pinestone at Palmer Ranch No. 17, a Condominium, according to the Declaration of Condominium thereof as recorded in Official Records Instrument Number 1998123512;

Pinestone at Palmer Ranch No. 18, a Condominium, according to the Declaration of Condominium thereof as recorded in Official Records Instrument Number 1999085973;

Pinestone at Palmer Ranch No. 19, a Condominium, according to the Declaration of Condominium thereof as recorded in Official Records Instrument Number 1999161583;

Pinestone at Palmer Ranch No. 20, a Condominium, according to the Declaration of Condominium thereof as recorded in Official Records Instrument Number 1998157153;

Pinestone at Palmer Ranch No. 21, a Condominium, according to the Declaration of Condominium thereof as recorded in Official Records Book 3085, Page 845, *et seq.*;

Pinestone at Palmer Ranch No. 22, a Condominium, according to the Declaration of Condominium thereof as recorded in Official Records Book 3037, Page 2138, *et seq.*;

Pinestone at Palmer Ranch No. 23, a Condominium, according to the Declaration of Condominium thereof as recorded in Official Records Book 2983, Page 2611, *et seq.*;

Pinestone at Palmer Ranch No. 24, a Condominium, according to the Declaration of Condominium thereof as recorded in Official Records Book 2947, Page 287, *et seq.*;

Pinestone at Palmer Ranch No. 25, a Condominium, according to the Declaration of Condominium thereof as recorded in Official Records Book 2853, Page 1522, *et seq.*;

Pinestone at Palmer Ranch No. 26, a Condominium, according to the Declaration of Condominium thereof as recorded in Official Records Instrument Number 1999048371

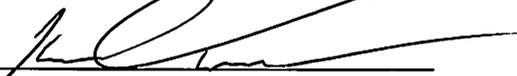
all of the Public Records of Sarasota County, Florida, as amended and restated, hereby certifies that the attached amendments to the Declarations of Condominium of **PINESTONE AT PALMER RANCH, NO. 1 THROUGH 26, INCLUSIVE**, were proposed by the Board of Directors and thereafter adopted at the Special Membership Meeting of **PINESTONE AT PALMER RANCH ASSOCIATION, INC.** (herein, the "Association") held on October 7, 2021, by the affirmative vote not less than two-thirds (2/3rds) of all voting interests of the membership of the Association present in person or by proxy and voting at the meeting as required by Article 12(a) of the Declarations of Condominium. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and applicable law.

DATED this 12 day of October, 2021.

Signed, sealed and delivered:
in the presence of:

sign 

print Richard Pluese

sign 

print Kevin Thomas

sign 

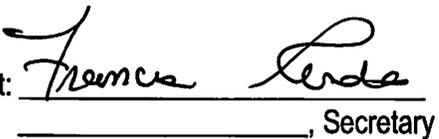
print Richard Pluese

sign 

print Kevin Thomas

**PINESTONE AT PALMER RANCH
ASSOCIATION, INC.**

By: 
Suellen Coito, President

Attest: , Secretary

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 12 day of October, 2021, by Suellen Coito as President of Pinestone at Palmer Ranch Association, Inc., a Florida not for profit corporation, on behalf of the corporation. She is personally known to me or has produced _____ as identification.

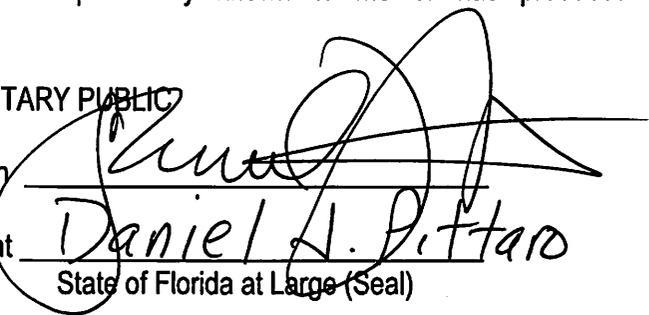
My commission expires:



NOTARY PUBLIC

sign

print

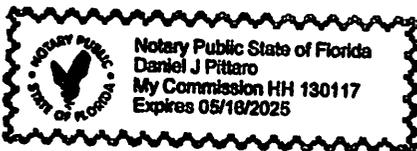


Daniel J. Pittaro
State of Florida at Large (Seal)

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 12 day of October, 2021, by Francis Renda as Secretary of Pinestone at Palmer Ranch Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

My commission expires:



NOTARY PUBLIC

sign

print



Daniel J. Pittaro
State of Florida at Large (Seal)

AMENDMENT

DECLARATIONS OF CONDOMINIUM

OF

PINESTONE AT PALMER NO. 1 THROUGH 26, INCLUSIVE, CONDOMINIUMS

[Additions are indicated by underline; deletions by ~~strike-through~~]

18. Sale or Lease of Unit. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the sale and leasing of a Unit by an Owner shall be subject to the following provisions:

(b) Approval of Leasing. All leases shall be subject to prior approval of the Association. Approval shall not be unreasonably held. Within a reasonable time, not less than fifteen (15) days prior to the commencement of the proposed lease term, a Unit Owner or agent shall apply to the Association for approval of such lease; if desired, the Board may prescribe the application form. The Owner or the intended lessee shall furnish such information as the Association may reasonably require, including a copy of the proposed lease, and the prospective lessee shall make himself or herself available for a personal interview, if desired by the Board, prior to the approval of such lease. The interview may be conducted over the telephone if it would be inconvenient for the applicant to appear for a personal interview. It shall be the Owner's obligation to furnish the lessee with a copy of all Condominium Documents. Each lease, or addendums attached thereto, shall contain an agreement of the lessee to comply with the Condominium Documents; shall provide or be deemed to provide that any violation of the Condominium Documents shall constitute a material breach of the lease; and shall contain a provision appointing the Association as agent for the Owner so the Association may act on behalf of the Owner to enforce the lease, evict the lessee, or otherwise; ~~and shall provide for a security deposit for a lease with a rental term of seven (7) months or more to be placed with the Association in an amount not to exceed one (1) month's rent, with the exact amount of the security deposit to be established from time to time by the Board of Directors, and the amount shall be stated on the Pinestone at Palmer Ranch Application for Rental/Lease. The security deposit shall be placed in an escrow account maintained by the Association and shall protect against damages to the Common Elements and Association Property. Payment of interest, claims against security deposit, refunds, and disputes concerning the security deposit shall be handled in the same manner as provided in Part II of Chapter 83, Florida Statutes.~~ The Owner shall not be relieved of any liability or responsibility hereunder by virtue of the existence of said lease or any of the foregoing provisions. The Unit Owners shall have a duty to bring his or her tenant's conduct into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings, without notice to cure, where legally permissible. If the Unit Owner fails to bring the conduct to

the tenant into compliance with the Condominium Documents, the Association shall then have the authority to act as agent of the Owner to undertake whatever action is necessary to abate the tenant's non-compliance with the Condominium Documents, including without limitation the right to institute an action for eviction against the tenant in the name of the Association. The Association shall have a right to recover any costs or fees, including attorney's fees, from the Unit Owner which shall be secured by a lien on the Unit which may be foreclosed in the same manner as a mortgage. It shall be the duty of the Association to notify the Unit Owner of approval or disapproval of such proposed lease within fifteen (15) days after receipt of the application for lease on any prescribed form, completed with all required information, ~~receipt of the security deposit, if required,~~ and the personal interview of the proposed lessee, whichever date last occurs. Failure of the Association to respond within 15 days shall be deemed to constitute approval.

* * *

(d) Term of Lease and Frequency of Leasing. The minimum lease term is three months. No subleasing or assignment of lease rights by the lessee is allowed. A non-natural Unit Owner, such as a corporation, partnership, or limited liability company, shall not be permitted to designate nor permit more than three (3) different occupants, and their families, to occupy the Unit within any calendar year. Notwithstanding anything to the contrary contained in the Association's Condominium Documents, during the first twenty-four (24) months after acquisition of any Unit, said Unit shall be rented or leased for a term of only three (3) months and no more than twice per calendar year and in no event shall the aggregate rental terms in a calendar year exceed six (6) months in duration or no more than two (2) non-consecutive three (3) month periods in a calendar year. The effective date of this Amendment to the Declaration shall be the date of its recording in the Official Records of Sarasota County, Florida. The term "acquisition" as referred to herein is defined as the date of recording in the Official Records of Sarasota County, Florida of a Deed or other document conveying ownership of a Unit.