

Instrument prepared by and return to:
Ashley D. Lupo, Esq.
Roetzal and Andress, L.P.A.
850 Park Shore Drive, Third Floor
Naples, FL 34103

(Space above line for recording information)

CERTIFICATE OF AMENDMENT

The undersigned, being the President of Gleneagles at Pelican Sound Neighborhood Association, Inc., a Florida not for profit corporation, does hereby certify that at the annual members meeting on March 10, 2020, where a quorum was present, the Amendments to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Gleneagles at Pelican Sound Neighborhood set forth in Exhibit "A" and attached hereto, were approved and adopted by the required vote of the membership. The original Declaration of Covenants, Conditions and Restrictions for Gleneagles at Pelican Sound Neighborhood was recorded at O.R. Book 3036 at Page 1611, et. seq., Public Records of Lee County, Florida.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and the seal of the corporation.

GLENEAGLES AT PELICAN SOUND
NEIGHBORHOOD ASSOCIATION,

INC.

(SEAL)

By: Richard Thomas
Richard Thomas

Print Name: Richard Thomas, President

Denise Williams

Witness

Print Name: Denise Williams

Travis Childers

Witness

Print Name: Travis Childers

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 18 day of March, 2020, by Richard Thomas, as President of Gleneagles at Pelican Sound Neighborhood Association, Inc., the corporation described in the foregoing instrument, who is personally known to me or who has produced _____ as identification and who took an oath, and acknowledged executing the same under authority vested in him by said corporation.

Denise Williams
Notary Public
Denise Williams

DENISE WILLIAMS
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG078528
Expires 4/11/2021



Printed Name of Notary Public

My Commission Expires: 4-11-21

**AMENDMENTS TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
GLENEAGLES AT PELICAN SOUND NEIGHBORHOOD**

Additions indicated by underlining.

Deletions indicated by ~~strikethrough~~.

4.1 Covenant to Pay Assessments. Each Owner of any Lot (including any purchaser at a judicial sale), by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

- A. The Lot's pro-rata share of annual assessments based on the annual budget adopted by the Association, which may include funding for reserves for painting, roof cleaning or other projects as may be approved by the Board from time to time;
- B. The Lot's pro-rata share of any special assessments levied for expenses not provided for by the annual budget; and
- C. Any service assessments or charges against less than all of the Lots specifically authorized in this Declaration or the Bylaws.

Assessments shall be established and collected as provided herein and in the Bylaws. The assessments and charges, together with interest, late fees, costs, and reasonable attorneys' fees shall bind each Lot in the hands of the owner, his heirs, devisees, personal representatives, successors and assigns. In any conveyance of title, voluntary or otherwise, the transferee shall be jointly and severally liable with the transferor for all unpaid assessments coming due prior to the time of such conveyance, without prejudice to the rights of the transferee to recover from the transferor any amounts paid by the transferee therefor. Except as provided elsewhere in this Declaration as to Institutional Mortgagees, no owner may be excused from the payment of assessments unless all owners are similarly excused.

7.1 Responsibility of Owners. The maintenance, repair and replacement of each Lot and Living Unit is the responsibility of its owner, except as provided in Sections 7.2 and 7.3 below. The owner's responsibility includes the driveway located on his lot, except as provided in section 7.4 below.

7.1.1 Exterior Painting. In order to maintain the integrity of the exterior appearance of the homes, the painting shall be the responsibility of the Association on a schedule as the Board determines.

7.1.2 Roof Cleaning. In order to maintain the appearance of the exterior roofs, the Association shall be responsible for the cleaning on a schedule as the Board determines.

7.3 Oak Tree Root Damage. Oak trees planted in homeowners' lot easements may cause damage to utility lines, specifically potable water supply, including backflow preventors, and irrigation system lines, and driveways water supply, as a result of infiltration of roots into the supply lines. The Association is responsible for the repair of such damage. Responsibility for the repair of such damage is determined as defined below.

~~Additionally, spreading of the root system over time may cause damage to sidewalks, driveways or irrigation systems. As provided in Article 7.1 of the Declaration of Covenants, Conditions and Restrictions for Gleneagles at Pelican Sound Neighborhood, the repair of such damage is the responsibility of the owner on whose Lot the oak tree is located.~~

~~Should the homeowner in any way alter the natural growth of the root system, other than as a result of repairs for which the Association is responsible, then any adverse consequences to the tree resulting from such alteration shall be the responsibility of the homeowner.~~

7.3.1 Potable Water Supply Lines

Damage, caused by any means, to potable water supply lines from the street, up to and including the shut off valve at the inground blue water meter box, is the responsibility of the water utility company. Damage from the water meter box to each house, including backflow preventers, shall be the responsibility of the homeowner. The owner has the responsibility to contact the water utility for repair to its potable water supply line from the street to the water meter box.

7.3.2 Irrigation System Lines

Damage, by any means, to irrigation water supply lines from the street, to and including the shutoff valve found at inground lavender irrigation box, are the responsibility of Pelican Sound maintenance. Damage, by any means, to irrigation system lines from the irrigation box to the house, shall be the responsibility of the Association as outlined in 7.2.

7.3.3 Driveways

Damage, and subsequent repair, to driveways caused by root system spreading is the responsibility of the homeowner on whose lot the driveway is located.