Linda Doggett, Lee County Clerk of Circuit Court INSTR. # 2021000093281, Doc Type RES, Pages 2, Recorded 3/25/2021 at 10:05 AM, Deputy Clerk DSCHAEFER ERECORD **Rec Fees: \$18.50** 

Instrument prepared by and return to: Ashley D. Lupo, Esq. Roetzel 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 an annual members' meeting on March 16, 2021, where a quorum was present, the Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Gleneagles at Pelican Sound Neighborhood set forth in Exhibit "A" attached hereto, was approved and adopted by the required vote of the membership. The original Declaration of Covenants, Conditions and Restrictions for Gleneagles at Pelican Sound was recorded at O.R. Book 3036 at Page 1611, et seq., Public Records, 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)

Richard Thomas, President

Print Name: Hutumn H1/85

STATE OF FLORIDA COUNTY OF <u>Lee</u>

The foregoing instrument was acknowledged before me this 24 day of March 2021 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.

Notary Public

Printed Name of Notary Public

My Commission Expires: JUY 19, 2022



## PROPOSED AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR

## **GLENEAGLES AT PELICAN SOUND NEIGHBORHOOD**

Additions indicated by <u>underlining</u>. Deletions indicated by <del>strikethrough</del>.

- **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 scheduled as the Board determines. The owner shall be responsible for the cleaning of the exterior of the Living Unit's roof. The roofs and exterior of the Living Unit shall be cleaned on a regular basis to remove and discourage mold growth, such cleaning frequency as determined by the Board, but not less than once every three years. More frequent cleaning may be directed by the Board of Directors based upon need due to the accumulation of mold growth.
  - 7.1.3 Mailboxes. The owners are responsible for the maintenance, repair and replacement of mailboxes and their supporting structures on each Lot. Notwithstanding this owner obligation, the Association has the right, but not the obligation, to undertake a master mailbox replacement project, wherein the Association may replace owners' mailboxes with uniform mailbox assemblies for all Lots. Any cost of a master mailbox replacement project will be a common expense of the Association. After any such master mailbox replacement project, replacement mailboxes are the responsibility of the owner and must be in accordance with any requirements of the ARC as set forth in Section 9.18 herein.