

Instrument prepared by and after recording return to:
Sean M. Ellis, Esquire
Roetzel & Andress, LPA
2320 First Street, #1000
Fort Myers, Florida 33901

CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly elected and acting President of PELICAN BAY FOUNDATION, INC., a Florida not-for-profit corporation, does hereby certify that the following amendment to the Second Amended and Restated Declaration and General Protective Covenants of Pelican Bay, recorded at Official Records Book 4442, Page 3381, et. seq., Clerk's Instrument No. 4281813, Public Records of Collier County, Florida, was approved by the required voting interests at the duly noticed meeting of the Members held on March 25, 2019, and ratified by the Board of Directors in accordance with the Declaration.

Additions indicated by underlining.
Deletions indicated by ~~strikethrough~~.

ARTICLE 3 - RESTRICTIONS

(Sections 3.01 through 3.25 remain unchanged)

Amendment to Section 3.26

3.26 Leasing. For purposes of the Foundation governing documents, "lease" or "leasing" is defined as occupancy of the Dwelling Unit by any person other than the Owner, whether pursuant to a verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, or any other exchange of value). "Leasing" specifically includes, but is not limited to, arrangements such as those facilitated by Airbnb, FlipKey, VRBO, Tripping.com, House Trip, Luxury Retreats, HomeAway, or similar sites, regardless of whether the arrangements are classified or described as something other than a lease, (for example but without limitation, classifying the arrangement as a license, rental, guest occupancy, or use right). Unless otherwise provided by Neighborhood Covenants, no ~~single family d~~ Dwelling Unit shall be leased more than two times per calendar year, and no ~~single family d~~ Dwelling Unit shall be used or sold on a time share basis. No Owner nor anyone on their behalf shall publish or cause to be published any advertisement, notice, solicitation, or communication of any type in any form of media, including but not limited to television, radio, internet website, newspaper, or magazine, that indicates or suggests that a Dwelling Unit or portion thereof may be leased more than two times per calendar year. Without limiting any other Association remedies for violations, all Owners are hereby deemed to authorize the Association to send a copy of this provision to any applicable leasing agent or realtor, or to the publisher or operator of any such sites or media outlet, as instruction that the advertisement be immediately removed.

(Section 3.27 remains unchanged)

Witnessed by:

PELICAN BAY FOUNDATION, INC., a Florida not-for-profit corporation

Arlene Harper
Print Name: ARLENE HARPER

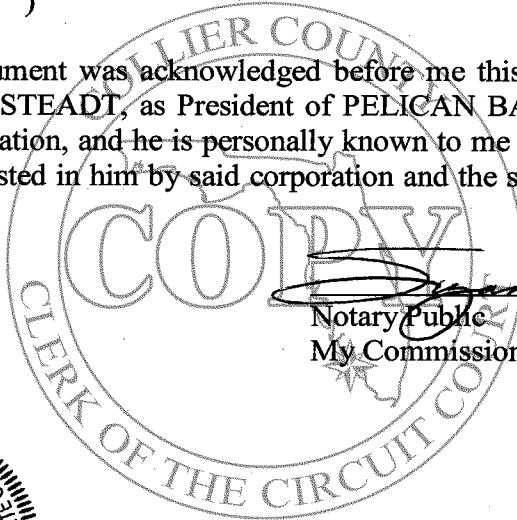
By: *James Hoppensteadt*
James Hoppensteadt, President

Frank Laney
Print Name: Frank Laney

STATE OF FLORIDA)
) §:
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 15th day of May, 2019, by JAMES HOPPENSTEADT, as President of PELICAN BAY FOUNDATION, INC., a Florida not-for-profit corporation, and he is personally known to me and acknowledged executing the same under authority vested in him by said corporation and the seal affixed thereto is the seal of said corporation.

[NOTARY STAMP/SEAL]



Suzanne Minadeo
Notary Public
My Commission Expires: 7/2/19

