BARBARA T. SCOTT, CLERK CHARLOTTE COUNTY OR BOOK 02303 PAGE 1682 RECORDED 09/10/2003 08:18:50 AM FILE NUMBER 1084537 RECORDING FEES 15.00

THIS INSTRUMENT PREPARED BY AND RETURN TO: KEVIN L. EDWARDS, ESQ. BECKER & POLIAKOFF, P.A. 630 S. ORANGE AVENUE SARASOTA, FL 34236

# CERTIFICATE OF AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF CONDOMINIUM FOR PELICAN LANDING CONDOMINIUM OF CHARLOTTE COUNTY, A CONDOMINIUM

Pelican Landing Condominium Association of Charlotte County, Inc., a Florida not for profit corporation organized and existing to operate Pelican Landing Condominium of Charlotte County, a Condominium, according to the original Declaration of Condominium recorded in O.R. Book 645, page 2104, et seq., as amended and restated in O.R. Book 2183, page 1116, et seq., Public Records of Charlotte County, Florida, hereby certify that following amendments were approved by not less than seventy (70%) percent of the entire membership of the Association, present in person or by proxy, at a membership meeting held July 17, 2003. The undersigned further certify that the amendments were proposed and adopted by the membership in accordance with the condominium documentation, and applicable law.

(additions indicated by <u>underlining</u>, deletions by ---)

#### 1. Amendment to Article 3 ("Unit Identification"), Section 3.1(ii) to read as follows:

- 3.1 Unit Boundaries. Condominium units are those cubicles of space, and all improvements constructed therein identified and described in the Surveyor's Plat attached to the original Declaration. The horizontal and vertical boundaries of the condominium units shall be as follows:
- (ii) Vertical Boundaries. The vertical boundaries shall be the interior surfaces of the perimeter walls of the unit as shown on the surveyor plans and the interior surfaces of the unit's windows and doors that abut the exterior of the buildings or common areas. Where there is a balcony, lanai or similar structure attached to a unit the unit boundary shall include the interior, unfinished surfaces of the same- extending to but not including the lanai screens and balustrade(s).

### 2. Amendment to Article 10 ("Use Restrictions"), Section 10.12 to read as follows:

10.12 Parking Spaces. Parking spaces are common elements designed for the use of all owners, tenants and guests. Accordingly, there are no "assigned" parking spaces. Parking spaces shall be used on a "first come, first served" basis. Parking of automobiles, personal use pick-up trucks, and sport utility vehicles (SUVs) are is permitted only in paved areas specifically designated and marked for parking. and p-Parking in any other area is prohibited, except as may otherwise be provided in the Rules and Regulations as adopted from time to time by the Board of

Directors. Tandem parking (one vehicle behind another) is allowed where feasible, with Board approval. There shall be no trucks, open bed vehicles, commercial vehicles, buses, campers, mobile homes, motor homes, motorcycles, motor scooters, mopeds, golf carts, off road vehicles, inoperable vehicles, unregistered vehicles, vehicles with expired tags or no tags parked or maintained upon any portion of the Condominium Property except as specifically permitted herein. or v Vehicles not owned by or registered to a Unit Owner or properly approved tenant/guest are not allowed. This provision applies to all owners, tenants and guests and other invitees of owners or tenants. This provision shall not apply to the Temporary (less than 12 hours) parking of commercial vehicles used by outside vendors to furnish commercial services to the condominium property (the units or common elements) is allowed in designated guest parking areas. or to the temporary parking (less than 12 hours) of non-commercial, passenger pick-up trucks owned or operated by guests of Unit Owners. The temporary parking of a guest's non-commercial, passenger pick-up truck shall be permitted only in a designated parking space.

## 3. Amendment to Article 10 ("Use Restrictions"), Section 10.13 to read as follows:

10.13 Pets. Each Unit (regardless of the number of Owners), may maintain up to a maximum of one (1) domestic dog per unit weighing 20-30 pounds or less at maturity, provided the dog is not kept, bred, or maintained for any commercial purpose and does not become a nuisance or annoyance to neighbors. In addition, unit owners may maintain domestic cats, birds, fish and other "indoor" animals in their unit. Unit Owners must pick up all solid wastes of their pets and dispose of such waste immediately. All pets, including cats, must be leashed or held at all times when outside the Unit. Pets shall not be walked anywhere other than in areas designated by the Association. No reptiles or wildlife shall be kept in or on the Condominium Property (including Units). No one other than a Unit Owner is permitted to keep, bring, maintain or house any pet on the condominium property. This provision shall not be construed as to prohibit service animals under the appropriate circumstances.

# 4. Amendment to Article 11 ("Sales, Leases and other Transfers"), Section 11.3.1 to read as follows:

11.3.1 Only entire units may be rented. Any lease of a condominium unit shall not be for less than two (2) weeks, nor for more than one (1) year, subject to approval of the Board of Directors. Rent-sharing, the rental of rooms or less than the entire unit is prohibited. There shall be no subdivision or subletting of units. Units may only be occupied by tenants as a single-family residence. Guests of tenants must be registered with the Association. Guests of tenants may not use the unit except when the tenant is also in residence.

## 5. Amendment to Article 15 ("Miscellaneous Provisions"), to add a new Section 15.8 to read as follows:

15.8 Unit D-102, owned by the Association, may be rented as a two bedroom unit or as a one bedroom unit with the office space left as it is currently configured.

# 6. Amendment to Article 15 ("Miscellaneous Provisions"), re-numbering Section 15.8 to 15.9 as follows:

15.815.9 The Board of Directors of the Association shall be responsible for interpreting the provisions of this Declaration and of any exhibits attached or referenced herein.

(All other Declaration provisions shall remain unchanged.) In witness whereof, the Association has caused this instrument to be executed by its authorized officers this 7 M day of Hugust \_\_\_\_, 2003, at Englewood, Charlotte County, Florida. PELICAN LANDING CONDOMINIUM ASSOCIATION OF CHARLOTTE COUNTY, INC. Charles M. Mallek VICE, Pres Charles M. Mallek Printed Name STATE OF FLORIDA COUNTY OF CHARLOTTE The foregoing instrument was acknowledged before me this day of LANDING CONDOMINIUM ASSOCIATION OF CHARLOTTE COUNTY, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced Horida Ariver's license as identification. If no type of identification is indicated, the above-named person is personally known to me. N. BUNNY B. JOHNSON

N. BUNNY B. JOHNSON
MY COMMISSION # DD 229040
EXPIRES: July 16, 2007

1-800-3-NOTARY FL Notary Discount Assoc. Co.

Notary Public

Printed Name State of Florida

My Commission Expires