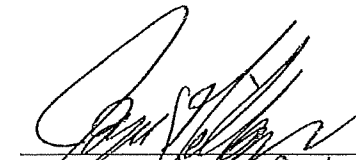


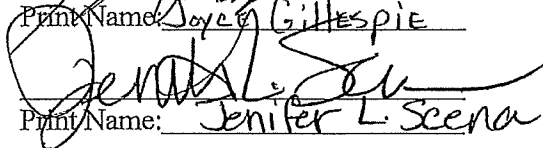
Instrument prepared by and after recording return to:
Sean M. Ellis, Esquire
Roetzel & Andress, LPA
2320 First Street
Fort Myers, Florida 33901

CERTIFICATE OF AMENDMENT
OF
RESTATED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR HERONS GLEN

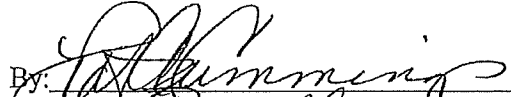
THE UNDERSIGNED, being the duly elected and acting President of HERONS GLEN HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, does hereby certify that the amendments to the Restated Declaration of Covenants, Conditions and Restrictions for Herons Glen, set forth on Exhibit "A" were approved by the required vote of the members by written consent in lieu of casting a ballot at a duly-called meeting of the membership. The Restated Declaration of Covenants, Conditions and Restrictions was recorded at Instrument No. 2007000311298, Public Records of Lee County, Florida.

HERONS GLEN HOMEOWNERS
ASSOCIATION, INC., a Florida not-for-profit
corporation



Print Name: Joyce Gillespie


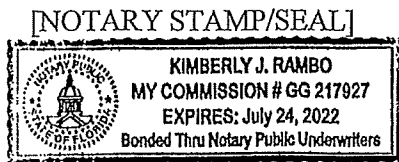
Print Name: Jennifer L. Scena

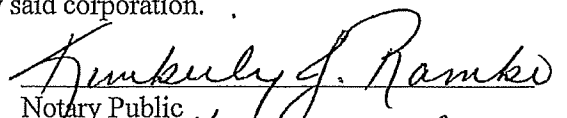
By: 

Print Name: PATRICIA CUMMINGS
Its President

STATE OF FLORIDA)
) §:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 7th day of January, 2018, by Patricia Cummings, as President of HERONS GLEN HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation. He (She) is personally known to me OR has produced a Florida driver's license as identification and acknowledged executing the same under authority vested in him by said corporation.





Notary Public
Print Name: Kimberly J Rambo
My Commission Expires: July 24, 2022

**AMENDMENTS TO THE
RESTATED DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR HERONS GLEN**

The Restated Declaration of Covenants, Conditions and Restrictions for Herons Glen, is hereby amended as set forth below:

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

Amendment No. 1
Article XII, Section 3, Variance

Section 3. Variance. The Association may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic, or environmental, or safety considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (i) be effective unless in writing, (ii) be contrary to the restrictions set forth in the body of this Declaration, or (iii) stop the Association from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the denial of any permit, or disapproval of the terms of any financing shall not necessarily be considered a hardship warranting a variance.

Amendment No. 2
Article XIII, Section 8, Clotheslines, Garbage Cans, Tanks, Etc.

Section 8. Clotheslines, Garbage Cans, Tanks, Etc. All clotheslines, garbage cans, storage tanks, mechanical equipment and other similar items except generators shall be located, or screened by landscaping, so as to be concealed from view of neighboring Units, streets, and property located adjacent to the Unit. All generators shall be approved prior to installation and shall be landscaped so as to ensure safe operation of the generator. Any tank for generator fuel storage must be buried. No fuel storage above the ground is allowed. All rubbish, trash, and garbage shall be stored in appropriate containers with lids and regularly removed from the Properties and shall not be allowed to accumulate thereon.

Amendment No. 3
Article XIII, Section 27. Leasing of Units

Section 27. Leasing of Units.

(a) Definition. "Leasing" or "Rent(ing)", for purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any person or persons other than the Member for which the Member receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument. "Leasing" or "renting" also includes 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).

(b) Leasing Provisions.

(i) General. Units may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Units or assignment of leases unless prior written approval is obtained from the management. All leases shall be in writing and shall be for a minimum term of thirty days. The Member must make available to the lessee copies of the Declaration, Bylaws, and the Rules and Regulations. 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, mobile app, newspaper, or magazine, that indicates or suggests that a Unit or portion thereof may be leased for any period less than thirty (30) continuous days. Publication of daily or weekly rates for lease of a Unit shall constitute a violation of this provision. 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 such publisher or operator of any such sites or media outlets, as instruction that the advertisement be immediately removed.

[The remainder of Section 27 is unchanged]

Amendment No. 4

A new Section is added to Article XIII, Section 33., Regarding Guests

Section 33. Occupancy of Unit when Owner is not in Residence. An Owner may occasionally allow family or friends in reasonable numbers to temporarily occupy the Owner's Unit in his or her absence. This provision is not intended to allow any Owner to use their Unit as short-term transient accommodations for anyone. The Association may request registration of all guests with the Association in advance, giving such information about the guests, their vehicles, and the period of their stay as the Board may reasonably require. The Board may adopt and amend rules regarding registration requirements from time to time. The Owner is responsible for the conduct of his/her guests. When the Owner is not in residence, overnight occupants may not stay longer than fourteen (14) days, and no more than two (2) times per year. This restriction on occupancy does not apply to the parents, children, grandparents, grandchildren, and siblings of an Owner. The Board may require an Owner provide a list of exempt individuals to avoid a person's presence being questioned. The Board may further grant a variance from this restriction for employees or independent contractors of owner. Notwithstanding the foregoing, the Master Board shall have the discretion to grant exceptions to these Guests restrictions on a case by case basis.