

**CERTIFICATE OF AMENDMENT TO THE
AMENDED AND RESTATED DECLARATION OF CONDOMINIUM
OF PIPER'S POINTE, A CONDOMINIUM**

THE UNDERSIGNED, being the duly elected and acting President of Piper's Pointe Condominium Association, Inc., a Florida not-for-profit corporation, does hereby certify that at a duly called meeting of the Members held on March 23, 2023, where a quorum was present, after due notice, the attached Amendment, which amends the Amended and Restated Declaration of Condominium of Piper's Pointe, a Condominium, as recorded in O.R. Book 2662, Page 2098 *et seq.*, of the Public Records of Collier County, Florida, and as originally recorded at O.R. Book 1570, Pages 1927 *et seq.*, of the Public Records of Collier County, Florida, as previously amended, were approved by at least two-thirds of the voting interests present and voting, in person or by proxy at the members' meeting at which a quorum was present. The attached Amendment was thus duly passed and approved at the March 23, 2023 meeting.

The Amended and Restated Declaration of Condominium of Piper's Pointe, a Condominium is hereby amended in accordance with Exhibit A attached hereto and incorporated herein and is now in full force and effect.

Piper's Pointe Condominium Association, Inc., a
Florida not-for-profit corporation

By: *Brendan D. Flynn*
Brendan Denis Flynn, President

Caroline Axelrod

Witness
Printed Name: Caroline Axelrod

Meredith Peck Ralston

Witness
Printed Name: Meredith Peck Ralston

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me, by means of physical presence, this 28 day of March, 2023 by Brendan Denis Flynn, as President of Piper's Pointe Condominium Association, Inc., on behalf of the Corporation, who is personally known to me or identified by a _____ as identification.

Meredith Peck Ralston
Notary Public

Meredith Peck Ralston

Printed name of Notary
My Commission Expires:

Prepared by:
Meredith Peck Ralston, Esq.
Peck & Peck, P.A.
5200 Tamiami Trail North, Suite 101
Naples, Florida 34103

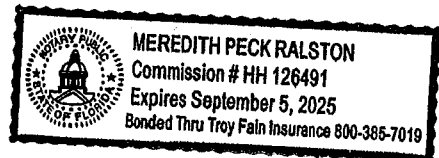


EXHIBIT "A"

AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF
CONDOMINIUM OF PIPER'S POINTE, A CONDOMINIUM

The Amended and Restated Declaration of Condominium of Piper's Pointe, a Condominium is amended as follows.

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

1. Amendment to Section 13 to read as follows:

13. LEASING OF UNITS. In order to foster a stable residential community and prevent a motel-like atmosphere, the leasing of units by their owners shall be restricted as provided in this section. A maximum of twenty percent (20%) of the units in the condominium may be leased on a long-term basis, that is for a period of greater than six (6) months in length. All unit owners as of the effective date of this provision are grandfathered in and may continue to request long-term lease approvals regardless of the percentage of units being leased in the condominium on a long-term basis. Any owner acquiring title to a unit after the effective date of this provision shall be subject to this provision and may not lease their unit on a long-term basis unless or until the number of units leased in the condominium on a long-term basis is below the maximum allowable. This provision does not affect short-term leases, that is leases that are for six (6) months or less, but such short-term leases must comply with all other provisions contained in this Section including the term of lease and frequency of leasing as set forth in Section 13.2. All leases of units must be in writing. A unit owner may lease only his entire unit, and then only in accordance with this Section, after receiving approval of the Association. The lessee must be a natural person as opposed to an artificial entity such as a corporation, partnership, trust, etc. Each lease is a separate entity and "renewals" or "extensions" for an existing lease are not permitted.

[The remainder of the Section remains unchanged]