

This instrument prepared by and
after recording return to:

Jason Hamilton Mikes, Esq.
Quarles & Brady, LLP
1395 Panther Lane, Suite 300
Naples, Florida 34109

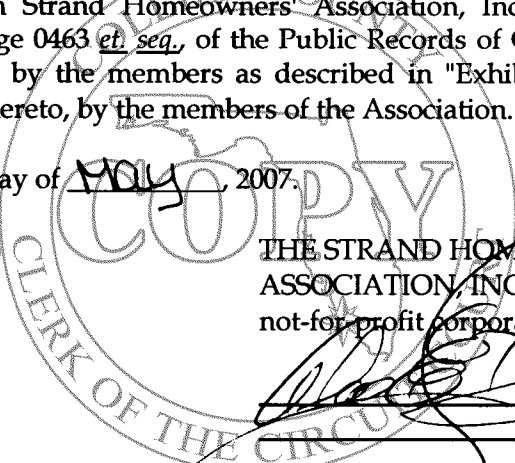
Retn:
QUARLES & BRADY
1395 PANTHER LANE #300
NAPLES FL 34109

**CERTIFICATE OF AMENDMENT TO THE
BYLAWS OF
THE STRAND HOMEOWNERS' ASSOCIATION, INC. AND DECLARATION OF
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE
PELICAN STRAND SINGLE FAMILY COMMUNITY**

Notice is hereby given that on March 07, 2007, at a duly called meeting of the members of The Strand Homeowners' Association, Inc., at which a quorum was present, the Bylaws, recorded in Official Records Book 2353, Page 0504, *et seq.* and Declaration of Covenants, Conditions, Restrictions and Easements for the Pelican Strand Single Family Community of Pelican Strand Homeowners' Association, Inc., recorded in Official Records Book 2353, Page 0463 *et seq.*, of the Public Records of Collier County, Florida, were further amended by the members as described in "Exhibit A" and "Exhibit B", respectively, attached hereto, by the members of the Association.

EXECUTED this 25 day of MAY, 2007.

(Corporate Seal)



THE STRAND HOMEOWNERS'
ASSOCIATION, INC., a Florida
not-for-profit corporation

[Signature]
President

ATTEST:

[Signature]
Secretary

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing was acknowledged before me this 25 day of May, 2007,
by Alan DiGangi, as President of The Strand Homeowners' Association,
Inc., who is personally known to me or { } has shown _____ as
identification.

[Signature], Notary Public
Annette Hernandez

Typed/Printed Name of Notary
My Commission Expires: 12/9/08

**REVISIONS TO THE STRAND HOMEOWNERS' ASSOCIATION
BYLAWS AND DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS**

(NOTE: Original Document = italicized, New = Bold and Underlined, Deleted = Strikethrough)

BYLAWS OF THE STRAND HOMEOWNERS' ASSOCIATION:

Article XII

Section 1. Enforcement:

*The Board of Directors shall have the power to impose reasonable fines, which shall constitute an automatic and continuing lien upon a Lot of the violating Owner, **at the maximum amount allowed by law (currently \$100) per day per violation, against any member or any tenant, guest, or invitee, and to suspend an Owner's right to use the Common Areas, and to preclude contractors, subcontractors, agents and other invitees of an Owner or occupant from the Property for violation of any duty or restriction imposed under the Declaration, or these Bylaws, or Rules & Regulations;** provided, however, nothing herein shall authorize the Association or the Board of Directors to limit an Owner's or occupant's ingress and egress to or from a Lot. **The fine levied will be on the basis of each violation or each day of a continuing violation, with a single notice and opportunity for a hearing, except that no such fine shall exceed \$2,000 per violation.** In the event that any occupant of a Lot violates the Declaration, ~~or these Bylaws, or Rules & Regulations,~~ and a fine is imposed, the fine shall first be assessed against the occupant residing therein; provided, however, if the fine is not paid by the occupant within the time period set by the Board of Directors, the Owner shall pay the fine upon notice from the Association. The failure of the Board of Directors to enforce any provision of the Declaration, ~~or these Bylaws, or Rules & Regulations~~ shall not be deemed a waiver of the right of the Board of Directors to do so thereafter.*

Section 3. Hearing:

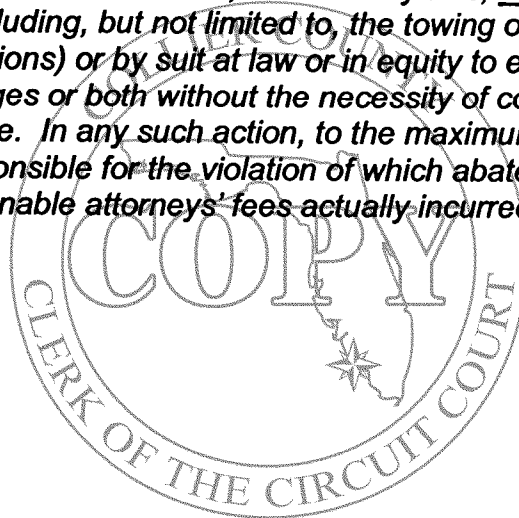
*If a hearing is requested within the allotted fourteen (14) day period, the hearing shall be held ~~in executive session of the Board of Directors at the next regularly scheduled meeting or a special meeting affording the accused a reasonable opportunity to be heard.~~ **before a committee of a least three members appointed by the board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.** Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the accused appears at the meeting. The minutes of the meeting shall contain a written statement of the results of*

the hearing and the sanction, if any, imposed. The Board of Directors may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the fourteen (14) day period. Any suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions of the Governing Documents by any person.

SECTION 4. ADDITIONAL ENFORCEMENT RIGHTS:

All violations must be cured, by the Owner or occupant responsible for the violation, to conform to the Declarations, these Bylaws, or Rules & Regulations within a reasonable time, set by the Board of Directors, following receipt of the notice of the violation. If any owner fails to perform his or her obligation to correct the violation to conform to the Declarations, these Bylaws, or Rules & Regulations, then the Association may perform the work to correct the violation and assess all cost associated with the work to the Owner.

Notwithstanding anything to the contrary herein contained, the Association may elect to enforce any provisions of the Declaration, ~~or~~ these Bylaws, or Rules & Regulations by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of traffic regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity of compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Owner or occupant responsible for the violation of which abatement is sought shall pay all costs, including reasonable attorneys' fees actually incurred.



DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

6.5 Rules and Regulations:

The Homeowners' Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the Property, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines of a maximum amount allowed by law (currently \$100) per day per violation, against any member or any tenant, guest, or invitee which shall constitute a lien upon the Owner's Lot, and suspension of the right to use any recreational facilities (if any) of the Common Areas, and exclusion from the Property of any contractor, subcontractor, agent or other invitee who fails to comply with the provisions of such rules and regulations. The fine levied will be on the basis of each day of a continuing violation, with a single notice and opportunity for a hearing, except that no such fine shall exceed \$2,000 per violation. The Board shall, in addition, have the power to seek relief in any court for violations or to abate unreasonable disturbances.

A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before a committee as defined in the Bylaws, Article XII.

Impositions of sanctions shall be subject to the procedures for disciplinary action provided in the By-Laws of the Homeowners' Association. Fines shall constitute Individual Assessments subject to the lien rights provided in this Declaration. All violations must be cured, by the Owner or occupant responsible for the violation, to conform to the Declaration, these Bylaws, or Rules & Regulations within a reasonable time, set by the Board of Directors, following receipt of the notice of the violation. If any owner fails to perform his or her obligation to correct the violation to conform to the Declaration, these Bylaws, or Rules & Regulations, then the Association may perform the work to correct the violation and assess all cost associated with the work to the Owner as defined in the Bylaws, Article XII.

9.14 Working Capital Contribution:

A working capital contribution in such amounts as the Board may from time to time determine per Lot shall be collected by the Homeowner's Association at the time of the transfer of title of any Lot to the purchaser thereof. The purchaser of each Residence, at the time of closing the conveyance from seller to purchaser, shall pay to the Homeowners' Association a working capital contribution in the amount of \$500.00. This contribution may be used by the Board for any purpose it deems necessary or appropriate, including the funding of the day-to-day operational expenses of the Homeowners' Association or the acquisition of additional equipment and/or

services. Amounts paid into this fund are not Assessments and shall not be considered as an advance payment of Assessments, nor a reserve. **The working capital contribution, together with interest, costs and reasonable attorney's fees, shall be the personal obligation of the purchaser of the residence and shall also be a charge against the Residence secured by a continuing lien upon the Residence. Said lien may be foreclosed in the same manner as provided herein for assessment liens. For purposes of this Section, the term "conveyance" shall mean the transfer of record legal title to a Residence by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement of deed. It does not refer to a transfer of title resulting from foreclosure of a lien or mortgage, or death of the transferor, nor to transfer title to the transferor's spouse without changing occupancy, solely for estate planning or tax purposes.**

9.8 Establishment of Lien:

Any and all Assessments, together with interest at a rate not to exceed the less of (a) the highest rate allowed by applicable usury law, or (b) eighteen percent (18%) per annum, as computed from the date the delinquency first occurs, and such late charges and fines as may be established by the Board of Directors and costs and reasonable attorneys' fees shall be a charge on the Lot, and shall be continuing lien upon the Lot, against which such Assessment is made. Each Assessment, together with interest, late charges, costs and reasonable attorneys' fees, shall also be the personal obligation of the owner of such Lot at the time the Assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance.

Upon recording of a notice of lien on any Lot, there shall exist a perfected lien for unpaid Assessments prior and superior to all other liens, except (1) all taxes, bonds, assessments and other levies which by law would be superior thereto, and (2) the lien or charge of any mortgage or record (meaning any recorded Mortgage with first priority over other mortgages) made in good faith, for value, and prior to the date of recordation of the notice of lien, with an Institutional Mortgagee. Such lien, when delinquent, may be enforced by suit, judgment and foreclosure. The Homeowners' Association, acting on behalf of its Members, shall have the power to bid for the Lot, as applicable, at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period in which a Lot is owned by the Homeowners' Association following foreclosure; (a) no right to vote shall be exercised on its behalf; (b) no Assessments shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual Assessment, its equal pro rata share of the Assessments that would have been charged such Lot had it not been acquired by the Homeowners' Association as a result of foreclosure. Suit to recover a money judgment for unpaid Assessments and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same.

10.4 Abandoned, Inoperable, Commercial or Oversized Vehicles:

Abandoned or inoperable automobiles or oversized vehicles of any kind shall not be stored or parked on any portion of the Property. "Abandoned or inoperable vehicle" shall be defined as any vehicle which has not been driven under its own propulsion for a period of three (3) weeks or longer; provided, however, this shall not include vehicles parked in an enclosed garage or operable vehicles left on the Lot by Owners while on vacation. A written notice describing the "abandoned or inoperable vehicle" and requesting removal thereof may be personally served upon the Owner or posted on the unused vehicle; and if such vehicle has not been removed within seventy-two (72) hours thereafter, the Homeowners' Association shall have the right to remove the same without liability to it, and the expense thereof shall be charge against the Owner. "Oversized" vehicles, for purpose of this Section, shall be vehicles which are too high to clear the entrance to a residential garage.

No commercial vehicles, or campers, mobile homes, motorhomes, house trailers or trailers of every other description, recreational vehicles, boats, boats trailers, house trailers, or vans shall be permitted to be parked or to be stored on any portion of the Property except for those areas (if any) specifically designated by the Homeowners' Association for those types of vehicles. For the purpose of this Section, "commercial vehicles" shall mean those which are not designed and used for customary personal/family purposes. The absence of commercial-type lettering or graphics on a vehicle shall not be dispositive as to whether it is a commercial vehicle. The prohibitions on parking for all vehicles contained above in this Section shall not apply to temporary parking of commercial vehicles such as for construction use or providing pick-up and delivery and other commercial services or the temporary parking of other vehicles for the loading or unloading of materials or personnel. As defined in this section, "temporary parking" shall be between the hours of 7 AM and 6 PM Monday through Friday and 7 AM and 2 PM Saturday, except for emergency situations. No parking on lawns shall be permitted.

Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the rules and regulations may be towed by the Homeowners' Association at the sole expense of the owner of such vehicle is such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle. The Homeowners' Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner to receiver it for any other reason, shall be grounds for relief of any kind.

All garage doors shall be kept close at all times except when need to be left open for ingress and egress to the garage.

The Homeowners' Association Board of Directors does allow the parking of Commercial vehicles, boats and boat trailers in the Owners' garage. It does not allow the parking of such vehicles on any other portion of the Owners' property.

10.9 Fences:

- A. *No dog runs, animal pen or fences **for the containment of animals** of any kind will be permitted on any Lot. ~~except as approved by the Board of Directors.~~*
- B. *Where walls and fences are approved **by the Board of Directors**, the same shall not unreasonably block lake, golf course, or natural preserve views of adjacent Parcels. The decision regarding what is an unreasonable obstruction of such a view shall be made by Declarant **the Board of Directors and the Construction Committee**, in its sole discretion. If a wall or fence is approved, it shall be located in a manner to limit the area enclosed to that necessary to afford privacy or for landscaping accents or for Neighborhood signage. No wall or fence shall be constructed with a height of more than six (6) feet above the existing ground level of adjoining property unless specifically approved. No wall or fence shall be constructed on a property line or within any utility easement unless specifically approved by Declarant **the Board of Directors and the Master Association**. Any Parcel on which a wall or fence has been constructed shall have and maintain a landscape buffer between the wall or fence and the adjacent property line.*
- C. *A wall, fence or enclosure shall only be constructed or materials and with a design and color as approved by the Construction Committee. No chain link fencing shall be allowed unless specifically approved for good cause with adequate landscape screening.*

10.13 Leasing:

The Owner of a Lot shall have the right to lease such Lot subject to the terms hereof, and subject to the following condition and terms of any Homeowners' Association rule and regulations:

- (A) *All leases shall be in writing and for a term no less than thirty (30) days;*
- (B) *The lease shall be specifically subject to the Homeowners' Documents and any failure of the tenant to comply with the Homeowners' Documents shall be a default under the lease; and*
- (C) *The Owner shall be liable for any violation of the Homeowners' Documents committed by such Owner's tenant, without prejudice to such Owner's right to collect any sums paid from the tenant.*
- (D) *The Owner shall provide the Association, through its Board of Directors, with a copy of any lease on a Lot at least ~~one (1) week~~ **fifteen (15) days** before the tenant(s) commence occupancy.*
- (E) **No Lot shall be leased, used or sold on a "timeshare basis".**
- (F) **No Lot shall be leased without the prior written approval of the Board, which approval is subject to the Board's sole and absolute discretion. The Board shall adopt and publish a list of good cause reasons to disapprove a lease and is further authorized to create additional forms and procedure to process the approval of leases. After the receipt of a complete application to lease and all other required information and fees the Board shall have fifteen (15) days to approve or disapprove the lease and if it fails to do either within said time the lease shall be deemed automatically approved.**
- (G) **The Association shall charge a fee for the review and approval or disapproval of each proposed lease at the discretion of the Board. The amount of the fee shall be up to the maximum amount allowed by law (currently \$100.00) and may be charged for each proposed occupant under the lease except that a husband and wife and their minor children may only be charged a single fee. No fee may be charged for the renewal of an existing lease for the same occupants.**
- (H) **The Board may, by regulation, impose further restrictions upon the number of guests, frequency of visits and length of leases in the case of leased Lots.**

The Board may, with or without the approval of the Owner of the Lot, terminate any lease entered into without the prior approval of the Board or for violations of the governing documents and thereafter evict any tenant. In any action to remove a tenant the tenant and the Lot Owner shall be jointly and severally liable for all attorney's fees and costs incurred by the Homeowners' Association.

10.17 Antennas and Electronic Devices:

*Except as may be specifically permitted by law in effect as of the date of recording of this Declaration (and in such event, only to the extent permitted by such law), and so long as the same does not imperil the safety of Owners (as determined by the Board), no outside antennas, antenna poles, antenna masts, electronic devices, satellite dishes or antenna towers shall be permitted. If such device is permitted by such law(s), adequate screening of same from off-site view shall be required, and the plans, location, and method of screening shall be submitted for approval prior to installation. **The Board of Directors currently allows satellite TV dishes (less than 24" in diameter) as long as the dish is mounted to the Owners' house and have the above mentioned appropriate screening.** Placement of the aforesaid items within any screened enclosure on the Parcel shall be permitted so long as there is appropriate landscaping and/or other screening. The decision of what constitutes adequate landscaping and/or screening shall be made by ~~Declarant~~, **the Board of Directors**, whose decision shall be final.*

10.21 Outdoor Equipment:

*All garbage and trash containers, oil tanks, **twenty (20) pound portable propane bottled gas tanks, swimming pool equipment and housing and sprinkler pumps, emergency generators,** and other such outdoor equipment must be underground ~~or placed in areas so that they shall not be readily visible from adjacent streets,~~ or adequate landscaping used as screening shall be installed around these facilities **so that they shall not be readily visible from adjacent streets or parcels and maintained by the Owner or Neighborhood Association.** **The plans, location, and method of screening for any outdoor equipment shall be submitted to the Board of Directors for approval prior to installation. The decision of what constitutes adequate landscaping used as screening shall be made by the Board of Directors, whose decision shall be final.***

10.28 On-Site Fuel Storage:

No on-site storage of gasoline, heating or other fuels shall be permitted on any part of the Property except that on-site underground storage of heating fuel, **specifically propane**, stored in an underground tank ~~which is designated for the type of pool constructed on a Lot and which meets applicable governmental requirements for swimming pool heaters~~ shall be permitted. **The on-site underground storage tank of heating fuel, as described in this section, may be connected and used for only the following equipment: swimming pool heaters, outdoor cooking equipment, indoor fireplaces, indoor cooking equipment, indoor clothes dryer, hot water tanks, and emergency generators that are permanently installed on the Lot. In no instance shall more than one on-site underground storage tank be permitted on any Lot and in no case shall the underground tank be larger than 250 gallon capacity. No above ground on-site fuel tank, oil tank, or bottled gas tank, shall be permitted on any Lot. Up to twenty (20) gallons of fuel may be stored on each Parcel for emergency purposes and operating of lawn mowers, barbecue gas grills, and similar equipment; provided, however, all such tanks, must meet applicable governmental requirements and must be approved as to location and screening from off-site view by the Construction Committee and the Board of Directors. The foregoing provisions shall not apply to any portion of the Property owned by Declarant or the Master Association.**

