

3012114 OR: 3070 PG: 1934

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
07/11/2002 at 07:50AM DWIGHT B. BROCK, CLERK

REC FEE 19.50

Retn:
POSTAGE & ADDRESS
650 PARK SHORE DR 3RD FLOOR
NAPLES FL 34103

This instrument prepared by and after recording
return to:

John D. Humphreville, Esq.
Quarles & Brady LLP
4501 Tamiami Trail North, Ste 300
Naples, Florida 34103

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE
STRAND SINGLE FAMILY COMMUNITY**
(f/k/a Pelican Strand Single Family Community)

This Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for the Strand Single Family Community is made and entered into this 25 day of June, 2002, by The Strand, Ltd., f/k/a Pelican Strand, Ltd., a Florida limited partnership, hereinafter referred to as Declarant.

WITNESSETH:

WHEREAS, the Declarant is the Declarant under that certain Declaration of Covenants, Conditions, Restrictions and Easement for the Pelican Strand Single Family Community, recorded in Official Records Book 2353, Page 463, of the Public Records of Collier County, Florida (the "Declaration"); and

WHEREAS, the Declarant has the right to unilaterally amend the Declaration pursuant to Section 11.2 of the Declaration.

NOW, THEREFORE, Declarant does hereby amend the Declaration as shown on Exhibit "A" attached hereto.

DECLARANT:

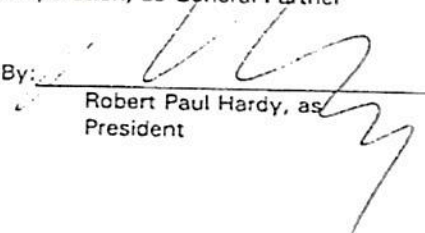
THE STRAND, LTD. f/k/a PELICAN STRAND,
LTD., a Florida limited partnership

Signed, sealed and delivered
in the presence of:

WITNESS #1

WITNESS #2

By: (Corporate Seal)
THE STRAND DEVELOPMENT
CORPORATION OF NAPLES, f/k/a
PELICAN STRAND DEVELOPMENT
CORPORATION, a Florida
corporation, as General Partner

By: 
Robert Paul Hardy, as
President

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was sworn to and acknowledged before me this 3rd day of July, 2002, by ROBERT PAUL HARDY, as President of THE STRAND DEVELOPMENT CORPORATION OF NAPLES f/k/a PELICAN STRAND DEVELOPMENT CORPORATION, a Florida corporation, as General Partner of THE STRAND, LTD. f/k/a PELICAN STRAND, LTD., a Florida limited partnership, who is personally known to me.

Beth A. Webber

NOTARY PUBLIC (NOTARY SEAL)
Beth A. Webber

PRINTED/TYPED NAME OF NOTARY
My Commission Expires:

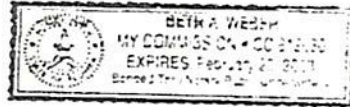


EXHIBIT "A"

OR: 3070 PG: 1936

AMENDMENTS TO DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND EASEMENTS

Additions indicated by underlining.

Deletions indicated by ~~hyphens~~.

Amendment No. 1: Sections 8.3, 8.6 and 8.10.

8.3 Duty to Maintain Officers' and Directors' Personal Liability Insurance. The Board ~~may shall~~, in its sole and absolute discretion, purchase officers' and directors' personal liability insurance at the expense of the Homeowners' Association to protect the officers, directors and all committee members from personal liability in relation to their duties and responsibilities on behalf of the Homeowners' Association.

8.6 Individual Insurance. By virtue of taking title to a Lot, each Owner covenants and agrees with all other Owners and with the Homeowners' Association that each Owner shall carry blanket all-risk casualty insurance on their Lot and Residence. Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of his Residence, the Owner shall remove all debris within sixty (60) days and complete repair or reconstruction of the damaged structure within one (1) year. The Owner shall pay any costs of repair or reconstruction which are not covered by insurance proceeds; ~~provided, however, Homeowners' Association shall be responsible for any expenses incurred for roof repair or replacement on any Residence that is not covered by the Owner's insurance.~~ In the event that the Residence is totally destroyed, the Owner may decide not to rebuild or not to reconstruct, in which case the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction. Thereafter, the Homeowners' Association shall continue to maintain the Lot in a neat and attractive condition.

8.10 (new subsection)

8.10 Deductibles. All insurance policies purchased by the Board of Directors may contain provision for a reasonable deductible in the discretion of the Board of Directors.

Amendment No. 2: Section 9.14.

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 Homeowners' Association at the time of the transfer of title of any Lot to the purchaser thereof. 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 but shall not be considered as an advance payment of Assessments, nor a reserve.

Amendment No. 3: Section 11.2

11.2 Amendment. Until the termination of the Class B Membership, Declarant may unilaterally amend this Declaration. After such termination, the Declarant may unilaterally amend this Declaration at any time and from time to time if such amendment is (a) necessary to bring any provision hereof into compliance with any applicable governmental statutes, rule or regulation, or judicial determination; (b) necessary to enable any reputable title insurance company to issue title insurance coverage on the Lots; (c) required by an Institutional Mortgagee to enable such lender or purchaser to make or purchase mortgage loans on the Lots; or (d) necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Lots; provided, however, any such amendment shall not adversely affect the title to any Lot unless the Owner thereof shall consent thereto in writing. So long as it still owns any of the Property, the Declarant may unilaterally amend this Declaration for any other purpose, provided the amendment has no material adverse effect upon any right of any Owner. Notwithstanding anything to the contrary contained elsewhere in this Declaration, the Articles and the Bylaws thereafter or otherwise, this Declaration, the Articles of Incorporation and the Bylaws may be amended only by the affirmative vote or written consent or any combination thereof, of Members representing sixty-seven percent (67%) of the total votes Members voting in person or by proxy at a duly called meeting of the Members at which a quorum has been established, or 67% of the votes cast if the Members vote by written consents in lieu of a meeting, as long as the total number of votes cast would constitute a quorum at a meeting; in the Homeowners' Association, including sixty-seven (67%) of the votes held by the Class A Members, and regardless of the method of voting used the vote of the Declarant, so long as Declarant owns any Lot or portion of the Property; provided, however, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment to be effective must be recorded in the public records of Collier County, Florida.