

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL  
07/10/2003 at 09:16AM DWIGHT B. BROCK, CLERKREC FEE 10.50  
COPIES 2.00

This instrument prepared by and after recording  
return to:

Leo J. Salvatori, Esq.  
Quarles & Brady LLP  
4501 Tamiami Trail North, Suite 300  
Naples, Florida 34103

Retn:  
QUARLES & BRADY  
4501 TAMIAMT TR N #300  
NAPLES FL 34103 3060

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND  
EASEMENTS FOR  
PELICAN STRAND NOW KNOWN AS THE STRAND**

This Amendment to the Declaration of Covenants, Conditions, Restrictions and Easements for Pelican Strand, now known as The Strand, is made and entered into this 9th day of July, 2003, by The Strand, Ltd., formerly known as Pelican Strand, Ltd., a Florida limited partnership, hereinafter referred to as the "Declarant".

**WITNESSETH:**

WHEREAS, Declarant is the Declarant under that certain Declaration of Covenants, Conditions, Restrictions and Easements for Pelican Strand, now known as The Strand, recorded in Official Record Book 2292, Pages 1637-1731, inclusive, of the Public Records of Collier County, Florida (the "Declaration").

WHEREAS, the Declarant has the right to unilaterally amend the Declaration pursuant to Section 13.02 of the Declaration.

NOW, THEREFORE, Declarant does hereby amend the Declaration as follows:

NOTE: New language is underlined; language being deleted is shown in type.

1. Section 8.06 of the Declaration shall be amended as follows:

8.06 Individual Insurance. By virtue of taking title to a Parcel, each Owner covenants and agrees with all other Owners and with the Master Association that each Owner shall carry blanket all-risk casualty insurance on their Parcel, ~~and name the Master Association as a loss payee thereon to the extent permitted by law.~~ 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. In the event that a Residence or Condominium Unit is totally destroyed, the Owner may decide not to rebuild or not to reconstruct, in which case the Owner shall clear the Parcel of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction. Thereafter, the ~~Master Association~~ Owner shall continue to maintain the Parcel in a neat and attractive condition.

2. Section 13.02 of the Declaration shall be amended as follows:

13.02 Amendment. Until the termination of the Class B Membership, Declarant may unilaterally amend this Declaration without the consent of the Master Association or any third party. 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 Parcels; (c) required by an Institutional Mortgagee to enable such lender or purchaser to make or purchase mortgage loans on the Parcels; or (d)

necessary to enable any governmental agency or reputable private insurance company to insure mortgage loans on the Parcels; provided, however, any such amendment shall not adversely affect the title to any Parcel unless the Owner thereof shall consent thereto in writing. Following Turnover, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of a minimum of a majority ~~Members representing sixty-seven percent (67%)~~ of the total votes in the Master Association, and the vote of the Declarant, so long as the Declarant owns any Parcel or other 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. No amendment affecting the Water Management System shall be of any force and effect unless the South Florida Water Management District consents to the same. Any amendment to be effective must be recorded in the public records of Collier County, Florida.

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority so to consent and to contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment. No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of the Declarant under this Declaration or any other of the Governing Documents, without specific written approval from the Declarant.

In all other respects, said Declaration shall remain unchanged and a full force and effect.

Signed, sealed and delivered in our presence

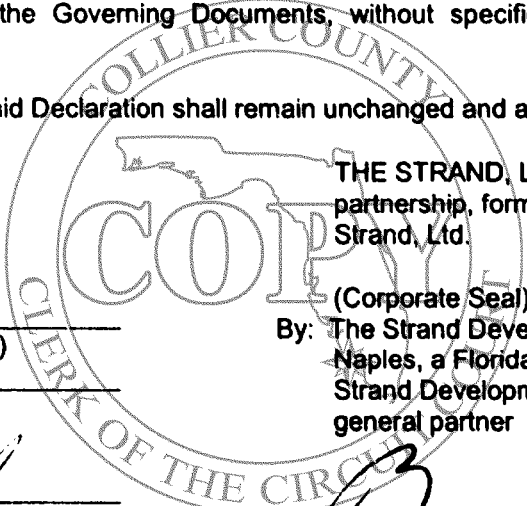
THE STRAND, LTD., a Florida limited partnership, formerly known as Pelican Strand, Ltd.

(Corporate Seal)  
By: The Strand Development Corporation of Naples, a Florida corporation f/k/a Pelican Strand Development Corporation, as its sole general partner

[Signature]  
Witness #1 (print name below)  
John K. The...

[Signature]  
Witness #2 (print name below)  
Neil Parcell

By: [Signature]  
Bruce K. Nelson, as President



STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 20 day of July, 2003, by Bruce K. Nelson, as President of The Strand Development Corporation of Naples, a Florida corporation, formerly known as Pelican Strand Development Corporation, as general partner of The Strand, Ltd., a Florida limited partnership, who is personally known to me.

[Signature]  
NOTARY PUBLIC (NOTARY SEAL)

PLEASE PRINT OR TYPE NAME OF NOTARY  
My Commission Expires:

