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AMENDMENT TO DECLARATION AND
GENERAL PROTECTIVE COVENANTS FOR PELICAN'S NEST

THIS AMENDMENT to the Declaration and General Protective Covenants for Pelican's Nest ("Protective Covenants"), which is recorded in Official Records Book 2030, Page 664, as may be supplemented and amended, of the Public Records of Lee County, Florida, is made this 6 day of December, 1989, by WESTINGHOUSE COMMUNITIES OF NAPLES, INC., a Florida corporation, and its successors and assigns ("Declarant"), and joined in by PELICAN'S NEST COMMUNITY ASSOCIATION, INC., a Florida corporation not-for-profit.

WHEREAS:

A. Declarant has caused the Protective Covenants to be recorded in the Public Records of Lee County.

B. Article 2.6 of the Protective Covenants provides that other entities or associations may have jurisdiction over Pelican's Nest.

C. Declarant desires to amend Article 2.6 to provide for the possibility of the creation of an association which could have jurisdiction over Pelican's Nest and property other than Pelican's Nest.

D. Article 2.10 of the Protective Covenants discloses the possible creation of a community development district.

E. Declarant desires to amend Article 2.10 which deals with the creation of a community development district.

F. This amendment is made pursuant to Article 10.6 of the Protective Covenants.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Declarant hereby amends the Protective Covenants as set forth herein, which amendment shall run with the land and be by all parties having any right, title or interest in the property or any part thereof, their successors or assigns and shall inure to the benefit of each owner thereof.

1. All the terms which are used herein and which are defined in the Protective Covenants shall have the meaning set forth in the Protective Covenants unless the context hereof clearly indicates otherwise.

2. Article 2.3(a) is hereby deleted in its entirety and replaced with the following:

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RECORD MORTGAGE - GAINSPAN
SR. L. TAYLOR, JR.

Prepared By: Linda A. Lawson
801 Laurel Oak Drive, #500
Naples, FL 33963

(a) Declarant shall have the right and the power, but neither the duty nor the obligation, in its sole discretion, and by its sole act, to add additional portions of real property ("Additional Lands") to the Committed Property, whether or not such real property is within the current boundaries of Pelican's Nest, by recording in the Public Records of Lee County, Florida, an instrument ("Supplement") subjecting such Additional Lands to this Declaration. Upon filing for record such Supplement, the annexed Additional Lands shall become Committed Property. Declarant is currently considering adding, but is not obligated to add, approximately 1,500 acres to Pelican's Nest in accordance with the provisions set forth herein, which would substantially increase the size of Pelican's Nest. SOME OF THE EFFECTS OF ADDING SUCH ADDITIONAL LANDS COULD BE TO CAUSE A SUBSTANTIAL INCREASE IN THE ACREAGE OF THE COMMITTED PROPERTY, THE NUMBER OF PLOTS, THE SIZE OF THE CORPORATION COMMON AREAS, THE SIZE OF ASSESSMENTS, THE NUMBER OF MEMBERS, THE NUMBER OF PERSONS USING THE CORPORATION COMMON AREAS, THE NUMBER OF PROPERTY UNITS, THE SIZE OF THE CORPORATION'S BUDGET AND THE TOTAL NUMBER OF VOTES WHICH COULD BE CAST BY THE MEMBERS OF THE CORPORATION.

3. Article 2.6 is amended to include the following paragraph:

Additionally, Declarant shall have the right, and the power, but neither the duty nor the obligation, to create a property owners' association in addition to the Corporation, which shall have jurisdiction over all of Pelican's Nest and property adjacent to or near Pelican's Nest. In conjunction with the creation of such association, Declarant shall have the right, and the power, without the consent of any other Person being required, to record instruments subjecting all or portions of Pelican's Nest to protective covenants or provisions other than those provided for in this Declaration. Such association may or may not have similar, additional or different rights, powers, duties or privileges as the Corporation with respect to Pelican's Nest and such adjacent or nearby property. If established, it is anticipated that such association will provide services similar to those provided by larger property owners' associations, which may include without limitation establishing and enforcing rules and regulations, maintaining and repairing common property, maintaining association records, entering into contracts, and carrying on the administration of the association. It is also anticipated that such association shall have the authority to levy and collect assessments to pay for such services and the administration of the association, and further that such association shall have lien rights to secure payment of such assessments similar to the lien rights granted to the Corporation in this Declaration. Each Owner agrees, by acceptance of a deed or other instrument conveying title to a lot, plot or dwelling unit, for itself, their successors or assigns and grantees, to without reservation or objection take

all steps and join in and execute all documents necessary and make such other written joinder or consent at Declarant's request to enable Declarant to establish such association and to record any additional protective covenants as set forth herein. Declarant shall have the right to enforce the provisions of this paragraph by an action for specific performance. If such association is established, each Owner agrees that it shall be obligated to pay all assessments imposed by such association and will abide by its applicable regulations. Declarant is not obligated to establish or cause to establish such association and Declarant's decision in this regard is solely within the discretion of Declarant.

4. Article 2.10 is deleted in its entirety and replaced with the following:

2.10 Community Development District

Each Owner acknowledges, understands and agrees that Declarant may, but is not obligated to, establish or cause to be established a community development district, as such district is defined in Chapter 190, Florida Statutes (1987) (hereinafter "District"), which may include all or a portion of Pelican's Nest, and may also include property in addition to Pelican's Nest. If established, it is anticipated that the District will provide certain urban community development services and that said district will have the authority to levy and collect fees, rates, charges, taxes and assessments to pay for, finance and provide said services. The District would be empowered to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities for the following basic infrastructures which may include without limitation: (1) water management and control lands within the District and the connection of some or any of such facilities with roads and bridges; (2) water supply; (3) sewer; and (4) waste water management. If created, THE COMMUNITY DEVELOPMENT DISTRICT WILL IMPOSE TAXES AND/OR ASSESSMENTS ON PELICAN'S NEST THROUGH A SPECIAL TAXING DISTRICT. THESE TAXES PAY THE CONSTRUCTION, OPERATION, AND/OR MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES WITHIN THE DISTRICT. These fees, rates, charges, taxes and assessments will likely appear on the annual real estate tax bill for each Owner as a separate and distinct tax and will be payable directly to the Lee County Tax Collector. The annual real estate tax bill for each Owner will likely increase if a District is created. All taxes of the District shall constitute a lien upon those portions of Pelican's Nest owned by any Owner. The District shall have the power to issue general obligation bonds, revenue bonds, refunding bonds, and any other type of bond permitted by Chapter 190, Florida Statutes (1987). The repayment of the bonds shall be funded through the imposition of ad valorem taxes on all the taxable property within the District or by the imposition of rates, fees, special assessments, or other charges. The

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District is empowered to pledge the full faith and credit of the District for the purpose of securing the repayment of the bonds. In addition, the District may secure reserve bonds by pledging the rates, fees or charges collected or to be collected by any revenue producing project. Bonds may be issued for the purpose of financing or refinancing capital improvements to pay off existing bonds or any other permitted use. Any such tax levied against the Corporation as an owner of the Corporation Common Area, as opposed to a lot, plot or dwelling unit, shall be an Operating Expense of the Corporation. The functions, duties and powers of the District shall be managed and exercised by a board of supervisors consisting of five (5) members. The initial board of supervisors shall be designated within the petition submitted for the purposes of creating the District. Thereafter, the board of supervisors shall be elected as provided in Chapter 190, Florida Statutes (1987).

Each Owner agrees, by acceptance of a deed or other instrument conveying title to a lot, plot or dwelling unit, for itself, its successors or assigns and grantees, to without reservation or objection take all steps and join in and execute all documents necessary and make such other written joinder or consent to any petition or request for establishment of such a district at Declarant's request to enable Declarant to establish the District and if established each Owner will pay for all fees, rates, charges, taxes and assessments imposed by said district and will abide by its applicable regulations. Declarant shall have the right to enforce these provisions by an action for specific performance. Declarant is not obligated to establish or cause to establish said district and Declarant's decision in this regard is solely within the discretion of Declarant.

5. Except as amended by the provisions hereof, the Protective Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment has been signed by Declarant on the day and year first above set forth.

Signed, sealed and delivered in the presence of:

Paul A. [Signature]

[Signature]

WESTINGHOUSE COMMUNITIES OF NAPLES, INC.

By: [Signature]
Byron R. Kosta, President

Attest: [Signature]
Alice J. Carlson, Sec'y.

[SEAL]

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Joined by:
PELICAN'S NEST COMMUNITY
ASSOCIATION, INC.

Monte R. Pitz

By: *Samuel Crouch*
Samuel Crouch, President

Narcisse J. Figue

Attest: *Alice J. Carlson*
Alice J. Carlson
Ass't. Secretary

[SEAL]

STATE OF FLORIDA)
) ss:
COUNTY OF LEE)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, Byron R. Koste and Alice J. Carlson, the President and Secretary, respectively, of WESTINGHOUSE COMMUNITIES OF NAPLES, INC., to me known to be the persons who signed the foregoing instrument as such officers, and they severally acknowledged that the execution thereof was their free act and deed as such officers for the uses and purposes therein expressed and that the said instrument is the act and deed of said corporation.

WITNESS my hand and seal in the County and State last aforesaid this 6th day of December, 1989.

Therese A. [Signature]
Notary Public
State of Florida at Large
Notary Public, State of Florida at Large
My Commission Expires April 23, 1991
Bonded thru Agent's Notary Brokerage

My Commission Expires:

STATE OF FLORIDA)
) ss:
COUNTY OF LEE)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, Samuel Crouch and Alice J. Carlson, the President and Assistant Secretary, respectively, of PELICAN'S NEST COMMUNITY

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ASSOCIATION, INC., to me known to be the persons who signed the foregoing instrument as such officers, and they severally acknowledged that the execution thereof was their free act and deed as such officers for the uses and purposes therein expressed and that the said instruments is the act and deed of said corporation.

WITNESS my hand and seal in the County and State last aforesaid this 6th day of December, 1989.

Virginia A. [Signature]
Notary Public
State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires April 23, 1991
Bonded thru Agent's Notary Brokerage

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