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INSTR # 4999317  
OR BK 03310 PG 2162

RECORDED 10/25/00 11:10 AM  
JAMES H. SMITH CLERK OF COURT  
LEE COUNTY  
RECORDING FEE 10.00  
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Instruments prepared by and  
after recording return to:

Steven M. Falk, Esq.  
Rental & Address  
830 Park Shore Drive  
Naples, FL 34103

**CERTIFICATE OF AMENDMENT TO DECLARATION AND  
GENERAL PROTECTIVE COVENANTS FOR PELICAN LANDING**

This Certificate is made this 16<sup>th</sup> day of October, 2000, by WCI Communities, Inc., a Delaware corporation, successor by merger to Pelican Landing Communities, Inc., formerly known as Westinghouse Bayside Communities, Inc., (the "Declarant").

WHEREAS on November 17, 1988, the Declarant recorded a certain document entitled "Declaration and General Protective Covenants for Pelican's Nest" in O.R. Book 2030, page 663 et seq., Public Records of Lee County, Florida; and

WHEREAS the Document, as it was amended, was subsequently amended and restated in its entirety and was recorded on January 18, 1991 as the "Amended and Restated Declaration and General Protective Covenants for Pelican Landing" in O.R. Book 2108, page 1078 et seq., Public Records of Lee County, Florida (the "Declaration"); and

WHEREAS in Article 13 of the Declaration, the Declarant reserved the right to make amendments to the Declaration and its recorded exhibits by Declarant's sole act until termination of the Class "B" control period; and

WHEREAS the Class "B" control period has not been terminated; and the Declarant wishes to amend the Declaration.

NOW THEREFORE, the Declarant hereby amends the Declaration and the Amendment is adopted in the form attached hereto and made a part hereof as Exhibit "A".

IN WITNESS WHEREOF, the Deponent has caused this Certificate to be duly executed this 12<sup>th</sup> day of October, 2000.

WITNESSES:

WCI COMMUNITIES, INC., AS SUCCESSOR TO PELICAN LANDING COMMUNITIES, INC., FORMERLY KNOWN AS WESTINGHOUSE BAYSIDE COMMUNITIES, INC.

By: Ann C. Panko  
Name: Ann C. Panko

By: Milton G. Plinn  
Milton G. Plinn  
Senior Vice President

By: Melanie Sizer  
Name: Melanie Sizer

STATE OF FLORIDA )  
COUNTY OF LEE )

The foregoing instrument was executed before this 12<sup>th</sup> day of October, 2000, by Milton G. Plinn, as Senior Vice President of WCI Communities, Inc. as successor to Pelican Landing Communities, Inc., formerly known as Westinghouse Bayside Communities, Inc. She is personally known to me and did not take an oath.

By: Ann C. Panko  
Printed Name: Ann C. Panko  
Notary Public

My commission expires 6/14/03

(Seal)



885040 1.071

## EXHIBIT "A"

AMENDMENT TO AMENDED AND RESTATED DECLARATION OF  
COVENANTS FOR PELICAN LANDING

Article XII, Section 2(dd) is hereby amended to reflect the addition of the underlined language.

(dd) Leasing of Units. Every Owner shall cause all occupants of such Owner's Unit to comply with this Declaration, the By-Laws and any rules promulgated by the Board, and shall be responsible for all violations and losses to the Area of Common Responsibility caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any such violation. All leases of Units shall be automatically deemed to include a covenant on the part of the tenant to comply with, and be fully bound by, the provision of this Declaration, the By-Laws and any rules promulgated by the Board. Owners of units located in a community in which there is not a Neighborhood Association are permitted to lease their units one (1) time per year, with a minimum lease period of thirty (30) days. Owners of units located in a community in which there is a Neighborhood Association are permitted to lease their units four (4) times per year, with a minimum lease period of thirty (30) days. The Association shall count the year in which a lease term commences when determining in which year the lease occurs. These restrictions shall prevail over any less restrictive provisions of any Neighborhood covenants and restrictions (including a Supplemental Declaration), articles, bylaws, rules and regulations, policies or practices. These restrictions shall not prevail over any more restrictive provisions of any Neighborhood covenants and restrictions (including a Supplemental Declaration), articles, bylaws, rules and regulations, policies or practices. This section shall also apply to subleases of Units and assignments of leases. The Association may charge the Owner a preset fee for the costs of administrative processing required by the Association in connection with leasing. This fee may not exceed the maximum amount allowed by law. No fee may be charged for renewal or extension of a lease with the same lessee. The Association may collect the fee in the same manner as assessments.

Revised 6/17/98  
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