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 CHARLIE GREEN; CLERK OF COURT
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**CERTIFICATE OF AMENDMENT TO
 DECLARATION AND GENERAL PROTECTIVE COVENANTS
 FOR PELICAN LANDING**

This Certificate is made this 4th day of MAY, 2004, by WCI 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 said Document 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 2198, page 1878 et seq., Public Records of Lee
 County, Florida as amended (the "Declaration"); and,

WHEREAS, in Article XIII 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 Original Class "B" Control Period has not been terminated; and,

WHEREAS, that certain 75th Supplement to the Declaration ("Change of Control Supplement") amended the Declaration to replace some references to the term "Class B Control Period" in Article XIII with the phrase "Original Class B Control Period"; and

WHEREAS, the Change of Control Supplement permitted the members of the Association other than the Declarant to elect a majority of the Board of Directors of the Association prior to the Turnover date which inadvertently caused the terms of three (3) Class A Board Members to expire at the same time; and

WHEREAS, it is the intent of the Declarant and the Pelican Landing Community Association, Inc., ("Association") to provide for continuity of experience on the Board of Directors of the Association by establishing a system of staggered terms of office for Class A Board Members; and

WHEREAS, it is, further, the intent of the Declarant and the Association to provide for greater diversity in representation and to avoid actual or potential conflicts of interest between the Association Board Members and other representative bodies within the community; and

WHEREAS, the Declarant now wishes to amend the Bylaws of the Association in accord with these premises;

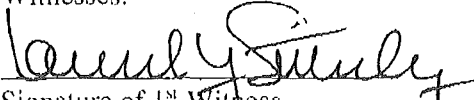
NOW THEREFORE, the Declarant hereby amends the Bylaws of the Association, which are an exhibit to the Declaration and such amendment is hereby adopted in the form attached hereto and incorporated herein as Exhibit "A".


IN WITNESS WHEREOF, the Declarant has caused this Certificate to be duly executed this

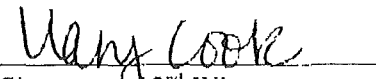
4th day of MAY, 2004.

Witnesses:

WCI Communities, Inc.


Signature of 1st Witness
LAUREL Y. SITTERLY
Printed Name of 1st Witness


By: 
STEFAN JOHANSSON, its Vice President


Signature of 2nd Witness
MARY COOK
Printed Name of 2nd Witness

ACKNOWLEDGMENT

STATE OF FLORIDA)
)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 4th day of MAY, 2004, by STEFAN JOHANSSON, Vice President of WCI Communities Inc., on behalf of the corporation. He is personally known to me, or ~~who has produced~~ as identification.


Signature of Notary Public
LAUREL Y. SITTERLY
Printed Name

My Commission Expires:



EXHIBIT "A"

BYLAWS OF PELICAN LANDING COMMUNITY ASSOCIATION, INC.

1.1 Principal Office. The principal office of the Community Association shall be located at 24501 Walden Center Drive, Bonita Springs, FL 34134, unless relocated by resolution of the Board of Directors.

1.3 Definitions. All terms defined in the Declaration of General and Protective Covenants for Pelican Landing (the "Declaration") to which these bylaws are attached as Exhibit "D", are used in these Bylaws with the same meanings as in the Declaration, unless the context clearly requires another interpretation, or unless otherwise defined herein. Other terms used in these Bylaws are defined as follows:

(A) **"Governing Documents"** means the Declaration and all recorded exhibits thereto, as amended from time to time.

(B) **"Neighborhood Association"** means a homeowners association as defined in applicable Florida law, as amended from time to time, any other mandatory membership property owners association not included within the foregoing, a condominium or cooperative association, any other incorporated entity responsible for the operation of a Neighborhood, or a portion of the Business Properties as provided for in Article III, Section 3, of the Declaration.

(C) **"Neighborhood Committee"** means an informal organization created and operated as authorized in Article III, Section 3(a), of the Declaration, and further provided in Section 6 below, to perform some functions of the Neighborhood Association in Neighborhoods which do not have a Neighborhood Association.

(D) **"Rules and Regulations"** means the administrative rules, regulations, resolutions, policies, guidelines and practices adopted by the Board of Directors of the Community Association, as amended from time to time.

(E) **"Unit Owners' Committee"** means that group of Voting Representatives provided for in Section 7 of these Bylaws, created to represent the interests of the Class "A" Members in dealing with the Declarant and Community Association during the Original Class "B" Control Period.

(F) **"Voting Representative"** has the same meaning as "Voting Member" in the Declaration.

2.7 Official Records. The Community Association shall maintain each of the following items, when applicable, which shall constitute the official records of the Association:

- (A) A copy of the Development of Regional Impact (DRI) plans, permits, warranties, and other items provided by the Declarant or obtained by the Community Association; and
- (B) All other records, which are required to be kept and allowed to be inspected and copied pursuant to Florida Statutes as such statutes may be amended from time to time.

3.2 Special Meetings. Special meetings of the Members must be held whenever called by the President or by a majority of the Directors, and must be promptly called by the Board upon receipt of a petition signed by the Voting Representatives of at least twenty-five percent (25 %) of the Class "A" voting interests. The petition must state the limited purpose or purposes of the meeting. Business at a special meeting is limited to the items specified in the request, or set forth in the notice of meeting. Notice of a special meeting posted in accordance with Florida Statutes must include a description of the purpose or purposes for which the meeting is called.

3.6 Voting Representatives. Each Neighborhood Association and Neighborhood Committee, and the owner(s) of each portion of the Business Properties permitted to do so pursuant to Section 38 of Article I of the Declaration, shall appoint and designate in writing to the Secretary of the Community Association, at least annually by April 1st of each year, the name and address of one person who will serve as its Voting Representative. That person will:

- (A) Receive Community Association notices;
- (B) represent the Members of the Neighborhood Association or Committee at Community Association meetings;
- (C) Cast the votes for the Units within the Neighborhood or the Business Properties, as the case may be; and
- (D) Represent the Neighborhood or Business Property on the Unit Owners' Committee during the Class "B" Control Period, as further provided in Section 7 of these Bylaws and Article III of the Declaration.

An Alternate Voting Representative may be designated to serve in the absence or disability of the Voting Representative. The Voting Representative and the Alternate Voting Representative (if any) serve at the pleasure of the entity which appointed them, and may be removed by that same authority, i.e. a majority vote of the Neighborhood Association Board of Directors or Committee, at a duly called meeting of the Board or Committee.

4.5(C) Voting. Each Owner shall be entitled to cast one (1) vote by secret ballot for each director position to be filled. Election ballots shall be cast personally by each Owner. Voting shall be non-cumulative. An Owner may waive in writing his right to secrecy of his ballot. Ballots shall be returned to the address indicated in the notice of the annual meeting. To the extent required by law,

any eligible person may nominate himself from the floor at the annual meeting. On the day of the annual meeting, at a time and place which was stated in the notice of the meeting, the Board (or its designee) shall open the sealed ballots and tally the ballots. Any Class "A" member shall be entitled to attend and observe. The Board shall announce the results of the tally of the votes as the last item of business at the annual meeting. The new directors shall take office upon announcement of the voting results.

4.18 Emergency Powers. In the event of any "emergency" as defined in Paragraph 4.18(G) below, the Board of Directors of the Community Association may exercise the emergency powers described in this Section, and any other emergency powers authorized by Sections 617.0207 and 617.0303, Florida Statutes (2002), as amended from time to time.

(A) The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority during the period of the emergency as the executive officers to whom they are assistant, to accommodate the incapacity of any officer of the Association.

(B) The Board may relocate the principal office, or designate alternative principal offices, or authorize the officers to do so.

(C) During any emergency, the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

(D) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttable presumption of being reasonable and necessary.

(E) Any officer, director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

(F) The provisions of these emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

(G) An "emergency" exists for purposes of this Section during the time a quorum of the Association's Directors cannot readily be assembled because of a catastrophic event, such as, but not limited to, a hurricane, or earthquake, act of war or terrorism. An "Emergency" also exists during any period of time that local civil authorities have declared that a state of emergency exists in, or have ordered evacuation of, the area in which Pelican Landing is located. A determination by any two (2) Directors, or by the President, that an emergency exists shall have presumptive validity.

7. UNIT OWNERS' COMMITTEE. In addition to any other committees which may be established by the Board as provided elsewhere above, during the Original Class "B" Control Period there shall be a "Unit Owners' Committee" as described herein. The members of the Unit Owners'

Committee shall be all the Voting Representatives of the Class "A" Members including the Owners of the Business Properties. The Unit Owners' Committee shall be in addition to, and not in place of, the Neighborhood Committees.

7.6 Officers. The officers of the Unit Owner's Committee shall be a Chairman who shall be elected by plurality vote at the first regular Committee meeting to occur after each annual meeting of the Community Association, and such other officers as may be desired by the Committee. The Chairman must be a Voting Representative. Any officer may be removed with or without cause by a majority of all Committee members.

7.7 Conduct of Meetings. The Chairman of the Unit Owners' Committee shall preside over meetings of the Committee. The Committee shall provide for the keeping of a minute book of meetings of the Committee, recording therein the minutes of all meetings, to include all actions and decisions of the Committee and all transactions and proceedings occurring at such meetings. The minutes book shall be available for inspection by any Committee Member or Owner at all reasonable times.

7.9 Powers, Duties and Functions of the Unit Owner's Committee. The Unit Owners' Committee shall prepare and distribute communications to the Owners on items of general interest to the Owners regarding Pelican Landing during the Original Class "B" Control Period. The Committee may also provide advice and assistance to the Board of directors of the Community Association if requested. Any communications from the Committee to the Owners shall be solely the responsibility of the Committee, and neither the Community Association nor the Declarant shall have any responsibility or liability with respect to such communications.

8.1 Depository. The Community Association shall maintain its funds in such financial institutions and instruments in accord with the official Investment Policy as shall be determined from time to time by the Board. Withdrawal of funds from such accounts shall be only by such persons as are authorized by the Board.

8.8 Payment of Assessments.

(A) Annual Common Assessments for Common Expenses of the Community Association based on the adopted budget shall be paid in such manner and on such dates and with such frequency as may be fixed by the Board of Directors. Written notice of each payment due shall be sent to all Owners prior to the due date. Failure to send or receive such notice shall not, however, excuse the obligation to pay. Neighborhood Assessments for each Unit's share of Neighborhood Expenses, where the Community Association provides special services to one or more Neighborhoods, shall be due and payable at such times as determined by the Board. As to all Community Association assessments, the Board may by resolution establish the place for payment, the method of payment, and a discount for payment of the entire amount of the annual assessments in advance. The Board may also impose a reasonable late payment fee, as may be determined from time to time. The late payment fee shall be in addition to, and not in place of, interest on all delinquent assessments as provided for in the Declaration.

(B) Notwithstanding the foregoing, if a Unit has been submitted to the condominium or cooperative form of ownership or to a mandatory membership homeowners association, the Neighborhood Association thereof shall have the duty and responsibility for collecting and timely remitting to the Community Association Assessments and other charges; provided, however, that the Community Association may, in its sole discretion, elect to collect due and unpaid Assessments and other charges directly from any Owner personally and may impose a lien against such Owner's Unit for the payment of such assessments and charges which are due and unpaid.

(C) Neighborhood Associations shall not be responsible for collecting "Resale Capital Assessments" (as defined in Section 8.10 below).

9.1 Fines. Pursuant to applicable Florida Statutes, as amended from time to time, the Board of Directors may levy fines against Units whose owners commit violations of the Governing documents or the Rules and Regulations, or condone such violations by their family members, guests, invitees or lessees. Each fine shall be in an amount reasonably deemed necessary by the Board to deter future violations. The procedure for imposing fines shall be as follows:

(A) Notice. The party against whom a fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days, and the notice shall include:

- (1) A statement of the date, time and place of the hearing.
- (2) A specific designation of the provisions of the Governing Documents or Rules and Regulations which are alleged to have been violated;
- (3) A short and plain statement of the facts giving rise to the alleged violation(s); and
- (4) The possible amounts of any proposed fine.

(B) Hearing. At the hearing the party against whom the fine may be levied shall have a reasonable opportunity to present evidence, to provide written and oral argument on all issues, and to review, challenge, and respond to any evidence or testimony presented by the Association. The hearing shall be conducted before a panel of three (3) Owners appointed by the Board, none of whom may then be serving as directors. If the panel, by majority vote which shall be by secret ballot, does not agree with the fine, it may not be levied.

THE FOREGOING NOTWITHSTANDING, THE PROCEDURES SET FORTH ABOVE FOR NOTICE AND HEARING DO NOT APPLY WITH RESPECT TO INTEREST CHARGES, LATE PAYMENT FEES, OR OTHER SUCH PENALTIES FOR DELINQUENT ASSESSMENTS.

11.4 **Amendment by Declarant.** The foregoing notwithstanding, as long as it owns any of the real property described in Exhibit "A" to the Declaration, the Declarant may amend these Bylaws for any purpose, in its sole discretion, and with the approval or consent of no other Person being required, but no such amendment may adversely affect the vested property rights of any Owner in a material way, nor shall any such amendment violate the terms of the Seventy-Fifth Supplement and Amendment to the Declaration.