

Prepared by and Return to:
Courthouse Box 94
Thomas B. Hart, Esquire
Knott Consoer Ebelini Hart & Swett, P.A.
1625 Hendry Street, Suite 301
Fort Myers, Florida 33901
Florida Bar No. 754684

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

This Certificate is made this ^{3rd} day of March, 2010, by WCI Communities, LLC (the
"Declarant").

WHEREAS, Declarant recorded that certain Amended and Restated Declaration and General
Protective Covenants for Pelican Landing on January 18, 1991, 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, it is the intent of Declarant to provide for such amenities or facilities as owners
may request while providing always for the health, safety and welfare of the residents and guests of
Pelican Landing.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

**1. Article X, Assessments, Section 6 shall be amended as indicated below
with deleted words indicated by strike-outs and added words indicated with
underlining:**

Section 6. Affirmative Covenant to Pay Assessments and Establishment of Liens.

(a) There is hereby imposed upon each Unit and each portion of the Business
Properties the affirmative covenant and obligation to pay to the Association or Declarant, as
applicable, all types of assessments set forth in this Declaration. Each Neighborhood Association
shall have the obligation to collect the, Common Assessments, Neighborhood Assessments,

Benefited Assessments, and Special Assessments for the Units it administers or controls and pay same to the Association or Declarant, as applicable, when such assessment is due; provided, however, that the Association or Declarant, as applicable, may, in its sole discretion, elect to collect assessments from particular Neighborhood Associations or directly from Owners. The liability for assessments is personal to each Owner, and may not be avoided by waiver of the use or enjoyment of Area of Common Responsibility, or by abandonment of the Unit(s) or portion of the Business Properties for which the assessments are made, ~~provided that no Owner shall be personally liable for assessments due prior to the date such Owner obtains title to the Unit(s) or portion of the Business Properties, as the case may be.~~ Neither liability for assessments nor the amount of assessments shall be reduced or avoided due to the fact that all or a portion of the Area of Common Responsibility or other portions of the Properties are not complete. UPON CONVEYANCE OF A UNIT OR PORTION OF THE BUSINESS PROPERTIES, THE OWNER CONVEYING SUCH PROPERTY MUST, WITHIN TEN (10) DAYS OF CLOSING, NOTIFY THE ASSOCIATION OF THE NAME AND MAILING ADDRESS OF THE SUCCESSOR GRANTEE OF SUCH UNIT OR PORTION OF THE BUSINESS PROPERTIES. Until the grantor or grantee provides the Association such information, the Owner conveying such property shall be jointly and severally liable with the successor grantee of such Unit or portion of the Business Properties for any Assessments which are levied against such Unit(s) or such portion of the Business Properties.

(b) Any and all types of assessments or other charges made by the Association or Declarant, as applicable, in accordance with the provisions of this Declaration, together with interest at the rate of eighteen (18%) percent per annum, or at any other rate which may from time to time be established by the Board, provided that the rate never exceeds the highest rate allowed by law, late fees and costs of collection, including, but not limited to, reasonable attorneys' fees at all trial and appellate levels, are hereby declared to be (i) a charge and continuing lien upon the Unit or portion of the Business Properties against which each such assessment or charge is made; and (ii) the personal obligation of the Owner of each such Unit or portion of the Business Properties assessed. Said lien shall be effective only from and after the time of the recordation in the Public Records of Lee County, Florida of a written, acknowledged claim of lien by the Association or Declarant, as applicable, setting forth the amount due to the Association or Declarant, as applicable, as of the date the claim of lien is signed. After being so recorded the lien shall relate back to January 18, 1991, the date of the original recording in the Public Records on this Declaration and its priority shall be determined as if recorded on that date. Upon full payment of all sums secured by that lien, the person making payment shall be entitled to a satisfaction of the claim of lien in recordable form. The lien of the assessments or other charges and any late costs thereon provided for herein shall be subordinate to the lien of any first Mortgage of a Mortgagee now or hereafter placed upon the Unit or portion of the Business Properties by a Mortgagee of record and the payment in full of all obligations owed to any such Mortgagee pursuant to its first Mortgage. When a Mortgagee holding a first mortgage of record obtains title to a Unit or portion of the Business Properties as a result of foreclosure of its Mortgage, or by deed in lieu of foreclosure of its Mortgage, such acquirer of title, its successors or assigns, shall not be liable for the share of assessments pertaining to such Unit or portion of the Business Properties which became due prior to the acquisition of title as a result of the foreclosure, or deed in lieu of foreclosure of its Mortgage, unless the assessment or other charge against the Unit or portion of the Business Properties in question is secured by a claim of lien for assessments that is recorded prior to the recordation of the Mortgage which was foreclosed or was the subject of the

deed in lieu of foreclosure, or unless they are liable for any portion of such past due assessments pursuant to Florida law. The unpaid share of Common Expenses or assessments shall be collectible from all of the Owners including such acquirer of title (as a result of foreclosure or deed in lieu of foreclosure) and his successors and assigns.

(c) If any owner or Neighborhood Association shall fail to pay any assessments, or other charges, or any installments thereof charged to such Owner or Neighborhood Association, within fifteen (15) days after the same becomes due, then the Association or Declarant, as applicable, shall, in its sole discretion, have any and all of the following remedies, to the full extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association or Declarant, as applicable:

(i) To accelerate the entire amount of any assessments for twelve (12) months from the date of the last overdue assessment based on the then current particular assessment amount, notwithstanding any provisions for the payment thereof in installments; provided that in the event of an increase in the assessment amount in the next year's budget, such Owner or Neighborhood Association shall be liable for the increase at such time as the increased assessment becomes due.

(ii) To advance on behalf of the Owner or Neighborhood Association in default funds to accomplish the needs of the Association or Declarant up to and including the full amount for which such owner or Neighborhood Association is liable to the Association or Declarant, and the amount or amounts of monies so advanced together with interest at the highest rate allowed by law (and if there is no limit established by law, then as established by the Association or Declarant), late fees and all costs of collection thereof including, but not limited to, reasonable attorneys' fees at all trial and appellate levels, may thereupon be collected by the Association or Declarant and such advance by the Association or Declarant shall not be deemed a waiver of the default.

(iii) To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association or Declarant in like manner as a foreclosure of a mortgage on real property.

(iv) To file an action against the Owner or Neighborhood Association at law to collect said assessment or other charge, plus late fees and collection costs, plus interest at the highest rate allowed by law, plus court costs and reasonable attorneys' fees at all trial and appellate levels without waiving any lien rights or rights of foreclosure in the Association or Declarant, as applicable.

(d) Until termination of the Class "B" Control Period, if for any reason the Association shall fail to collect any assessments, then in that event, Declarant shall at all times have the right, but not the obligation: (1) to advance such sums as the Association could have advanced as set forth above; and (2) to collect such assessments and, if applicable, any such sums advanced by Declarant, by using the remedies available to the Association as set forth above, which remedies (including, but not limited to, recovery of attorneys' fees) are hereby declared to be available to Declarant.

(e) Declarant and any Mortgagees shall have the right, but not the obligation, jointly or severally, and at their sole option, to pay any of the assessments which are in default and which may or have become a charge against any Unit or portion of the Business Properties. Further, Declarant, until the termination of the Class "B" Control Period, and

any Mortgagees shall have the right, but not the obligation, at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Common Expenses on behalf of the Association when the same are overdue and when lapses in policies or services may occur. Declarant or any Mortgagee, as applicable, shall be entitled to immediate reimbursement for such overdue Common Expenses so paid plus any costs of collection including, but not limited to, reasonable attorneys' fees.

(f) The Board of Directors shall have the right to establish late fees payable upon the failure of any Member or a Neighborhood Association to pay Assessments (including without limitation Common Assessments, Neighborhood Assessments, Benefited Assessments and Special Assessments), or any installments thereof, charged to such Member and/or Neighborhood Association. The amount and terms of such late fees shall be determined and may be modified by the Board of Directors as it may designate from time to time in its sole discretion. All late fees are a charge and continuing lien upon such portion of the Properties against which each such late fee is levied.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to be duly executed this 2nd day of March, 2010.

WCI COMMUNITIES, LLC, a Delaware limited liability company,

By: [Signature]
Nicole M. Swartz, Vice President

Mary S Cook
Signature of 1st Witness

Mary S Cook
Printed Name of 1st Witness

Ledia Metaj
Signature of 2nd Witness

LEDIA METAJ
Printed Name of 2nd Witness

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was executed this 3rd day of March, 2010, by Nicole M. Swartz, as Vice President of WCI Communities, LLC, a Delaware limited liability company, on behalf of the company, who is personally known or who has produced _____ as identification.

Ledia Metaj
Notary Public

LEDIA METAJ
Printed Name of Notary

My Commission Expires:

