

This instrument prepared by and after recording return to:

Eric R. Veenstra, Esquire  
QUARLES & BRADY LLP  
1395 Panther Lane  
Suite 300  
Naples, Florida 34109

Recording Fee: \$27.00  
Lee County, FL

**CERTIFICATE OF AMENDMENT  
AMENDED AN RESTATED MASTERS DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
THE MASTERS AT PELICAN SOUND NEIGHBORHOOD ASSOCIATION, INC.**

The undersigned hereby certifies that the attached amendments to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Masters at Pelican Sound Neighborhood Association were adopted by the Members of The Masters at Pelican Sound Neighborhood Association, Inc. at a duly called meeting of the members at which a quorum were present on July 26, 2011. The Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for The Masters at Pelican Sound Neighborhood was originally at Instrument Number 2008000107837, of the Public Records of Lee County, Florida.

Witnesses:

The Masters at Pelican Sound Neighborhood Association, Inc.

Jeanne Sinatra  
JEANNE SINATRA, Witness No. 1

Kurt Blumenthal  
Kurt Blumenthal, President

Sara Seidler  
SARA SEIDLER, Witness No. 2

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 28 day of July, 2011, by Kurt Blumenthal, as President of The Masters at Pelican Sound Neighborhood Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

Denise West  
Signature of person taking Acknowledgment  
Denise West  
Name typed, printed or stamped  
My commission expires: \_\_\_\_\_



QB\14084195.1

**EXHIBIT "A"**

**AMENDMENT TO  
AMENDED AN RESTATED MASTERS DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
THE MASTERS AT PELICAN SOUND NEIGHBORHOOD  
RECORDED APRIL 23, 2008**

The Amended and Restated Master Declaration of Covenants, Conditions and Restrictions for The Masters at Pelican Sound Neighborhood (the "Declaration") shall be amended as shown below:

**NOTE:** New language is underlined; language being deleted is struck-through

**Article VII - Covenant for Maintenance**

Section 1. Association's Responsibility. In order to provide a means by which the covenants in this Declaration requiring Lots to be maintained may be fulfilled without jeopardizing the security of the Community by the possibility of admission thereto of a large number of landscaping contractors and their agents and employees, the Association shall be responsible for contracting for landscaping, which shall include at a minimum, lawn care, trimming shrubs, trimming sable palms under 14 feet and irrigation system maintenance as shall be particularly set forth in the annual contract adopted by the Board for each and every Lot within the Community, and the cost shall be a Common Expense.

In order to maintain the integrity of the exterior appearance of the improvements upon Lots, the Association shall be responsible for the periodic exterior painting thereof, the cost of which shall be a Common Expense.

In order to maintain the constant appearance of roofs within the Community, the Association shall be responsible for the periodic cleaning of same, the cost of which shall be a Common Expense.

In order to control the population of rats and other rodents within the Community, the Association may from time to time institute a program operated by a pest control company to reduce/eliminate the population, the cost of which shall be a Common Expense. However the Association shall be held harmless for any real or perceived damages caused by rats or other rodents in the Community.

There are hereby reserved to the Association easements over the Community as necessary to enable the Association to fulfill such responsibilities.

The Association may assume maintenance responsibility for property upon any Lot because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard. All costs of maintenance pursuant to this paragraph shall be assessed as an Assessment only against the Lot to

which the services are provided. The provision of services in accordance with this Section shall not constitute discrimination within a class. In accordance with the foregoing, but not limited thereby, in order to maintain the appearance of the mailboxes and posts upon the Lots, the Association shall be responsible for the maintenance, repair and/or replacement, when necessary (as determined by the Board) of the mailboxes and posts subject to regulation by the Masters' ARC and/or Rules and Regulations. The Association shall replace the mailboxes and their supporting structures, including the posts, on each Lot. After such initial replacement, the Association shall be responsible for maintaining, repairing and replacing the mailboxes and posts.

The Association may maintain other property which it does not own, including, without limitation, publicly owned property, conservation easements held by non-profit entities, and other property dedicated to public use, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement by the Association shall be a Common Expense to be allocated among all Lots in the manner of and as a part of the Base Assessment, without prejudice to the right of the Association to seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of property pursuant to this Declaration, other recorded covenants, or agreements with the owner(s) thereof.

**Article XI - Use Restrictions**

Section 23. ~~Mailboxes, Posts, Exterior Lights.~~ ~~Mailboxes,~~ Exterior lights and their supporting structures shall be substantially uniform in style, appearance and location, and are subject to regulation by the Masters ARC, Club ARC and/or Rules and Regulations. These shall be maintained, repaired and replaced, when necessary, by the Owner.