

**CERTIFICATE OF AMENDMENT**

**DECLARATION OF RESTRICTIVE COVENANTS**

**EDEN AT THE STRAND**

I HEREBY CERTIFY that the following amendments to the Declaration of Restrictive Covenants of Eden at the Strand were duly adopted by the Association membership at the duly noticed members' meeting of the Association on the 24th day of February, 2006. Said amendments were approved by a proper percentage of voting interests of the Association. The Declaration of Eden at the Strand is recorded at O.R. Book 2557, Pages 0577 et seq., of the Public Records of Collier County, Florida.

Additions indicated by underlining.  
Deletions indicated by ~~striking through~~.

**Amendment No. 1: Article V, Section 2(a), Declaration of Restrictive Covenants**

**ARTICLE V  
COVENANTS FOR MAINTENANCE ASSESSMENTS**

(Section 1 Remains Unchanged)

**Section 2. Common Assessments:**

- (a) **Purpose of Assessments:** The common assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the property and, in particular, for Master Association fees, assessments and charges, payment of employees, Association utilities, insurance and landscaping, the maintenance operation and replacement of the common properties, to mow, landscape and maintain yards of homes, to paint, maintain and repair the exterior of homes including roofs and driveways as set forth in Articles VII and VIII of the Declaration, operation of any entry gate, operation of the surface water management system, and for any purposes authorized by the Bylaws, Articles of Incorporation, this Declaration and action properly authorized by the Board of Directors.

(Remainder of Article V Remains Unchanged)

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**Amendment No. 2: Article VII, Section 2(i), Declaration of Restrictive Covenants**

**ARTICLE VII  
USE OF PROPERTY**

(Section 1 Remains Unchanged)

Section 2. **Protective Covenants.** In order to maintain the property as a desirable place to live for all owners, the following protective covenants are made a part of this Declaration and shall be considered as the initial rules and regulations of the Association.

(Subsections (a) through (h) Remain Unchanged)

(i) **Structure, Repair and Maintenance.** No building, fence, wall, tent, shed or other structure of any type shall be erected or maintained on a homesite or common area, nor shall any exterior addition to or change or alteration therein or thereon, (including awnings, shutters and screen enclosures) be made unless and until the plans and specifications showing the nature, kind, shape, type, materials and location of the same and landscaping have been submitted to and approved in writing by the Architectural Review Board. No wooden fences are permitted. Only roofs of tile are permitted. All utility lines and pipes shall be underground. An exterior of a home cannot be dark brown, dark gray or black in color. No prefabricated or mobile homes are permitted. No pool screens with a flat top are permitted. Solar panels are only permitted in the rear of a home and are subject to approval of the Architectural Review Board. No owner shall be permitted to make any material change to the landscaping or grading within his homesite without the prior written consent of the Architectural Review Board in accordance with the provisions of Article VI. If any home or improvement is destroyed or damaged, or any repairs or renovations made to a structure, the owner shall promptly commence reconstruction, subject to approval of the Architectural Review Committee, and diligently continue and complete the construction. The Association shall be responsible for painting, maintaining and repairing the exterior of a residence including the driveway or roof unless the home, including the driveway or roof, is damaged by a casualty or unless the repair is necessary because of the actions of the Owner, Owner's family, or invitees, then the Owner is responsible for the expenses. The Association shall maintain and mow the lawns of homes and perform necessary landscaping.

(Remainder of Article VII Remains Unchanged)

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**Amendment No. 3: Article VIII, Declaration of Restrictive Covenants**

**ARTICLE VIII  
COMMON PROPERTIES AND LOTS**

Section 1. There is hereby reserved to the Association the exclusive right, which shall also be its duty and responsibility, to maintain the common properties, maintain individual lots including mowing and landscaping, repair and maintain the exteriors of homes including driveways and roof, operate the surface water management system and water management and drainage area, in accordance with this Declaration and in accordance with the Articles of Incorporation and By-Laws of the Association. Notwithstanding anything to the contrary in the foregoing, the Association's responsibility for maintenance and repair of the exteriors of homes, including driveways and roof, shall be limited to ordinary maintenance and repair, the need for which is caused by normal wear and tear and weathering. In the event that any of the home or improvements on any homesite are destroyed or damaged as a result of any cause including, but not limited to, fire, windstorm, flood, hurricane, or tornado, the owner of such home or improvement shall cause repair or replacement of such to be commenced within thirty (30) days of the date of insurance settlement and to complete the repair replacement within one (1) year thereafter.

Section 2. The Association shall maintain adequate liability insurance in force with respect to the common properties. The owner shall be responsible for insuring the home and other improvements on the lot, including but not limited to, the roofs and driveways and exterior, and shall be responsible for the repair and replacement of the damaged improvements after a casualty.

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WITNESSES:  
(TWO)

EDEN AT THE STRAND HOMEOWNERS  
ASSOCIATION, INC.

Melissa Patterson  
Signature  
Melissa Patterson  
Printed Name

BY: Tedden K. Gardiner  
\_\_\_\_\_, President

Date: January 18, 2007

Jessica Brewer  
Signature  
Jessica Brewer  
Printed Name

(CORPORATE SEAL)

