

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL  
07/10/2003 at 09:16AM DWIGHT H. BROCK, CLERK

RBC PBB 24.00  
COPIES 5.00

This instrument prepared by and after recording  
return to:

Leo J. Salvatori, Esq.  
Quarles & Brady LLP  
4501 Tamiami Trail North, Suite 300  
Naples, Florida 34103

Retn:  
QUARLES & BRADY  
4501 TAMIANI TR N #300  
NAPLES FL 34103 3060

**FIRST AMENDMENT TO AGREEMENT ESTABLISHING EASEMENTS,  
MAINTENANCE RESPONSIBILITIES, AND SHARING OF COSTS**

This First Amendment to Agreement Establishing Easements, Maintenance Responsibilities, and Sharing of Costs is made and entered into this 10 day of July, 2003, by and between THE STRAND MASTER PROPERTY OWNERS' ASSOCIATION, INC., formerly known as PELICAN STRAND MASTER PROPERTY OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, hereinafter referred to as Master Association; THE STRAND COMMERCIAL ASSOCIATION, INC., formerly known as PELICAN STRAND COMMERCIAL ASSOCIATION, INC., a Florida not-for-profit corporation, hereinafter referred to as Commercial Association; and THE STRAND, LTD., a formerly known as PELICAN STRAND, LTD., a Florida limited partnership, hereinafter referred to as Declarant.

**WITNESSETH**

WHEREAS, Master Association, Commercial Association and Declarant entered into an Agreement Establishing Easements, Maintenance Responsibilities, and Sharing of Costs (the "Agreement"), dated February 26, 1997, which Agreement was recorded March 10, 1997, in Official Record Book 2292, Page 1802, of the Public Records of Collier County, Florida.

WHEREAS, said Agreement set forth the sharing of certain costs and expenses described therein, based upon anticipated usage of certain facilities and services prior to construction of the facilities described therein.

WHEREAS, since the time of recordation of the Agreement, said facilities have been constructed.

WHEREAS, the parties hereto wish to modify said Agreement, so that the expenses shared by the parties thereto more accurately reflect the actual usage of the services and facilities described therein based upon information obtained since construction of said facilities has been completed.

NOW, THEREFORE, in consideration of the mutual premises contained herein, and other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto do hereby agree as follows:

1. The above captioned recitals are true and correct.
2. Paragraph 4(c) is hereby amended to provide that the sharing of expenses described

therein shall be borne as follows:

**(Public Portion of Strand Boulevard)**

Commercial Association	45%
Country Club	10%
Master Association	45%

3. Paragraph 5(a) is hereby amended to provide that the expenses of maintaining the bridge described therein shall be born by the parties as follows:

**(Bridge)**

Commercial Association	45%
Country Club	10%
Master Association	45%

4. Paragraph 5(c) is hereby deleted.

5. Paragraph 5(d) is amended to provide that the costs of staffing, operating and maintaining the gate facility described therein shall be shared by the parties as follows:

**(Gate)**

Commercial Association	0%
Country Club	10%
Master Association	90%

6. Paragraph 5(e) is hereby amended to provide that the costs of maintenance and repair of Strand Blvd. shall be borne as follows:

**(Private Portion of Strand Boulevard)**

Commercial Association	0%
Country Club	20%
Master Association	80%

7. Paragraph 5(g) is hereby amended to provide that the costs of maintaining the signage described therein shall be borne as follows:

**(Signage)**

Commercial Association	20%
Country Club	0%
Master Association	80%

8. Paragraph 5(h) is hereby amended to provide that the costs of maintaining that portion of the berm now existing and bordering I-75 contiguous to the golf course shall be borne as follows:

(Berm)

Commercial Association	0%
Country Club	30%
Master Association	70%

9. A new Paragraph 5(i) is hereby added to provide that the cost of acquisition, maintenance, installation and replacement of holiday decorations shall be borne as follows:

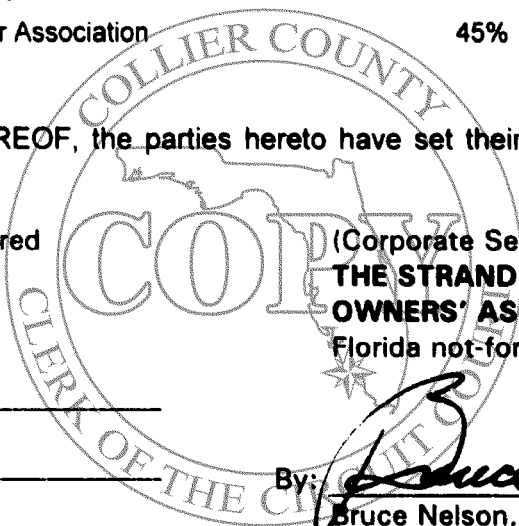
(Holiday Decorations)

Commercial Association	45%
Country Club	10%
Master Association	45%

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the date herein first written above.

Signed, sealed and delivered in our presence

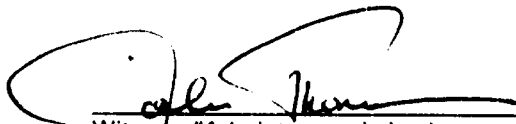
(Corporate Seal)  
**THE STRAND MASTER PROPERTY OWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation




[Signature]  
Witness #1 (print name below)  
John K. Thomas

By: [Signature]  
Bruce Nelson, as President

[Signature]  
Witness #2 (print name below)  
Neil Dorrill

  
\_\_\_\_\_  
Witness #1 (print name below)  
John K. Thomas

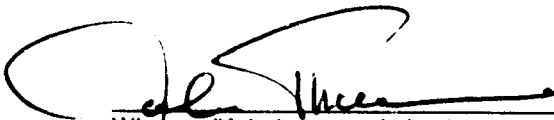
  
\_\_\_\_\_  
Witness #2 (print name below)  
Neil Dorrill


(Corporate Seal)  
**THE STRAND COMMERCIAL  
ASSOCIATION, INC.**, a Florida not-for-profit corporation

By:   
\_\_\_\_\_  
Bruce Nelson, as President

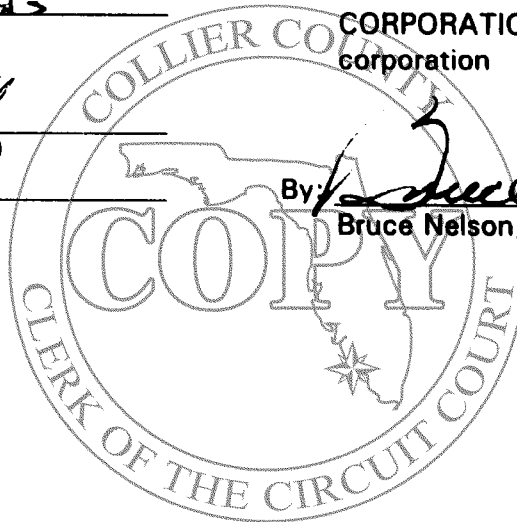
**THE STRAND, LTD.**, a Florida limited partnership

By: (Corporate Seal)  
**THE STRAND DEVELOPMENT  
CORPORATION OF NAPLES**, a Florida corporation

  
\_\_\_\_\_  
Witness #1 (print name below)  
John K. Thomas

  
\_\_\_\_\_  
Witness #2 (print name below)  
Neil Dorrill

By:   
\_\_\_\_\_  
Bruce Nelson, as President



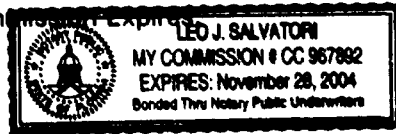
STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of July, 2003, by Bruce Nelson, as President of THE STRAND PROPERTY OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me, or who produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC (NOTARY SEAL)

PLEASE PRINT OR TYPE NAME OF NOTARY

My Commission Expires:



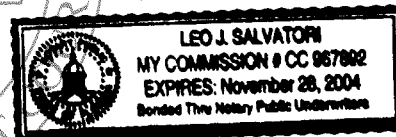
STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of July, 2003, by Bruce Nelson, as President of THE STRAND COMMERCIAL ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me, or who produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC (NOTARY SEAL)

PLEASE PRINT OR TYPE NAME OF NOTARY

My Commission Expires:



STATE OF FLORIDA  
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of July, 2003, by Bruce Nelson, as President of THE STRAND DEVELOPMENT CORPORATION OF NAPLES, a Florida corporation, as sole General Partner for PELICAN STRAND, LTD., a Florida limited partnership, who is personally known to me, or who produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC (NOTARY SEAL)

PLEASE PRINT OR TYPE NAME OF NOTARY

My Commission Expires:

