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This Instrument Prepared By:
Katherine G. Jones
Upchurch, Bailey and Upchurch, P.A.
Post Office Drawer 3007
St. Augustine, Florida 32085-3007
FN. 4-03-445

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR PELICAN REEF MARINA**

THIS FIRST AMENDMENT to the Declaration of Covenants and Restrictions for Pelican Reef Marina ("Declaration") is made this 25th day of January, 2005, by PELICAN REEF MARINA, L.L.C., a Florida limited liability corporation, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is sole member of the Pelican Reef Marina Association, Inc., ("the Association") and the Owner of all Interests described in the Declaration; and

WHEREAS, Declarant is the Class "B" member of the Association and the Association has no Class "A" members; and

WHEREAS, Section 12.3 of the Declaration gives the Declarant the right to amend the Declaration as long as Class "B" membership exists; and

WHEREAS, Declarant desires to amend the Declaration to provide that the Real Property shall be conveyed in undivided one-eighteenth interests and to provide that the Marina will contain 18 Boat Slips and to include a graphic depiction of the Boat Slips;

WHEREAS, this amendment to the Declaration does not materially alter the configuration or size of any Boat Slip;

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

1. Section 1.13 is hereby amended as follows:

1.13 "Interest" shall mean and refer to an undivided one- ~~seventeenth~~ eighteenth (1/18th) share of the fee simple title to the Real Property and all improvements thereon and appurtenances thereto.

2. Section 2.1 is hereby amended as follows:

2.1 Interests.

BY PURCHASING AN INTEREST, AN OWNER SHALL ACQUIRE AN UNDIVIDED ONE-SEVENTEENTH (1/17TH) EIGHTEENTH (1/18TH) SHARE OF THE REAL PROPERTY DESCRIBED ON EXHIBIT "A" AS A TENANT IN COMMON WITH OTHER OWNERS OF INTERESTS. OWNERS OF INTERESTS SHALL HAVE THE RIGHT TO USE THE BOAT SLIP DESIGNATED IN THE OWNER'S DEED. OWNERS SHALL NOT ACQUIRE OWNERSHIP OF INDIVIDUAL BOAT SLIPS. THE REAL PROPERTY WILL BE

IMPROVED WITH A PARKING LOT, AND THE OWNERS' INTERESTS IN THE REAL PROPERTY WILL BE SUBJECT TO THE RIGHT OF ALL MEMBERS OF THE PELICAN REEF HOMEOWNERS' ASSOCIATION, INC., TO USE SUCH PARKING LOT AND TO USE THE DOCK PORTION OF THE MARINA.

The Owners shall own the Real Property as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Owners. As more particularly set forth below, the Owners shall have the right to use the Parking Lot and Dock in common with the other Owners of Interests and with the members of the Homeowners' Association. Additionally, each Owner will be entitled to the exclusive use of one Boat Slip, subject to the terms and conditions of this Declaration and all applicable governmental laws, permits, and regulations.

3. Section 2.2 is hereby amended as follows:

2.2 Boat Slips. Appurtenant to each Interest shall be the exclusive right to use the Boat Slip designated in the deed conveying such Interest. The Boat Slips are numbered 1 through 18 as shown on Exhibit "A" "B". The exclusive right to use a Boat Slip shall be conveyed by a deed conveying an undivided one- ~~seventeenth (1/17th)~~ eighteenth (1/18th) interest in the Real Property, "together with the exclusive right to use Boat Slip No. ___ as described in Declaration of Covenants and Restrictions for Pelican Reef Marina recorded in Official Records 2148, page 484, of the of the public records of St. Johns County, Florida." Notwithstanding anything to the contrary in this Declaration, only the Owner of the exclusive right to use a Boat Slip, as set forth in such Owners' deed, or such Owner's tenant, shall have the right to use and enjoy such Boat Slip. By acceptance of a deed to an Interest, each Owner agrees not to interfere with the other Owners' exclusive rights granted by this Section. Either the Marina Association or an Owner, or both, shall have the right to enforce this Section by an action for injunctive relief.

4. Section 7.3 is hereby amended as follows:

7.3 In addition to the annual assessments authorized above, the Marina Association may levy in any assessment year a special assessment applicable to that year for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of the Marina Improvements or a capital improvement on the Real Property or to the Marina Improvements, for the purpose of collecting an Owner's share of repair or replacement expense pursuant to Section 6.1 or for such other purposes as may be approved by a majority vote of the members who are voting in person or by proxy at a meeting duly called for such purpose. Except as provided in Section 7.5, and in the case of special assessments for failure to comply with the provisions of this Declaration or as authorized by Article 6, the right of assessment for annual and special assessments authorized herein shall be equal and uniform for all Interests and each Owner's pro-rata share shall be one- ~~seventeenth (1/17th)~~ eighteenth (1/18th).

5. Section 9.6 is hereby amended as follows:

9.6 Proceeds. All insurance policies purchased by the Marina Association under this Section shall be for the benefit of the Marina Association and the owners and mortgagees of Interests, and shall provide that all proceeds covering casualty losses shall be paid to the Marina Association or to the Insurance Trustee designated by the Marina Association as provided herein. Each Owner shall have a one- ~~seventeenth (1/17th)~~ eighteenth (1/18th) share in such proceeds.

6. Section 11.2.2.2 is hereby amended as follows:

11.2.2.2 Determination of Distributive Share. The Distributive Share of each Owner in the assets of the Marina Association, subject to the provisions of this section, shall be one- ~~seventeenth (1/17)~~ eighteenth (1/18th).

IN WITNESS WHEREOF, the undersigned Declarant has affixed its hand and seal on this 25 day of January, 2005.

Signed, sealed and delivered in the presence of:

PELICAN REEF MARINA, L.L.C., a Florida ~~limited~~ liability corporation

Hazel Joyce Fitzsimmons
Witness Hazel Joyce Fitzsimmons
(type or print name)

By: [Signature]
Paul J. Thompson
Its managing member

Sharon L. Bartley
Witness SHARON L. BARTLEY
(type or print name)

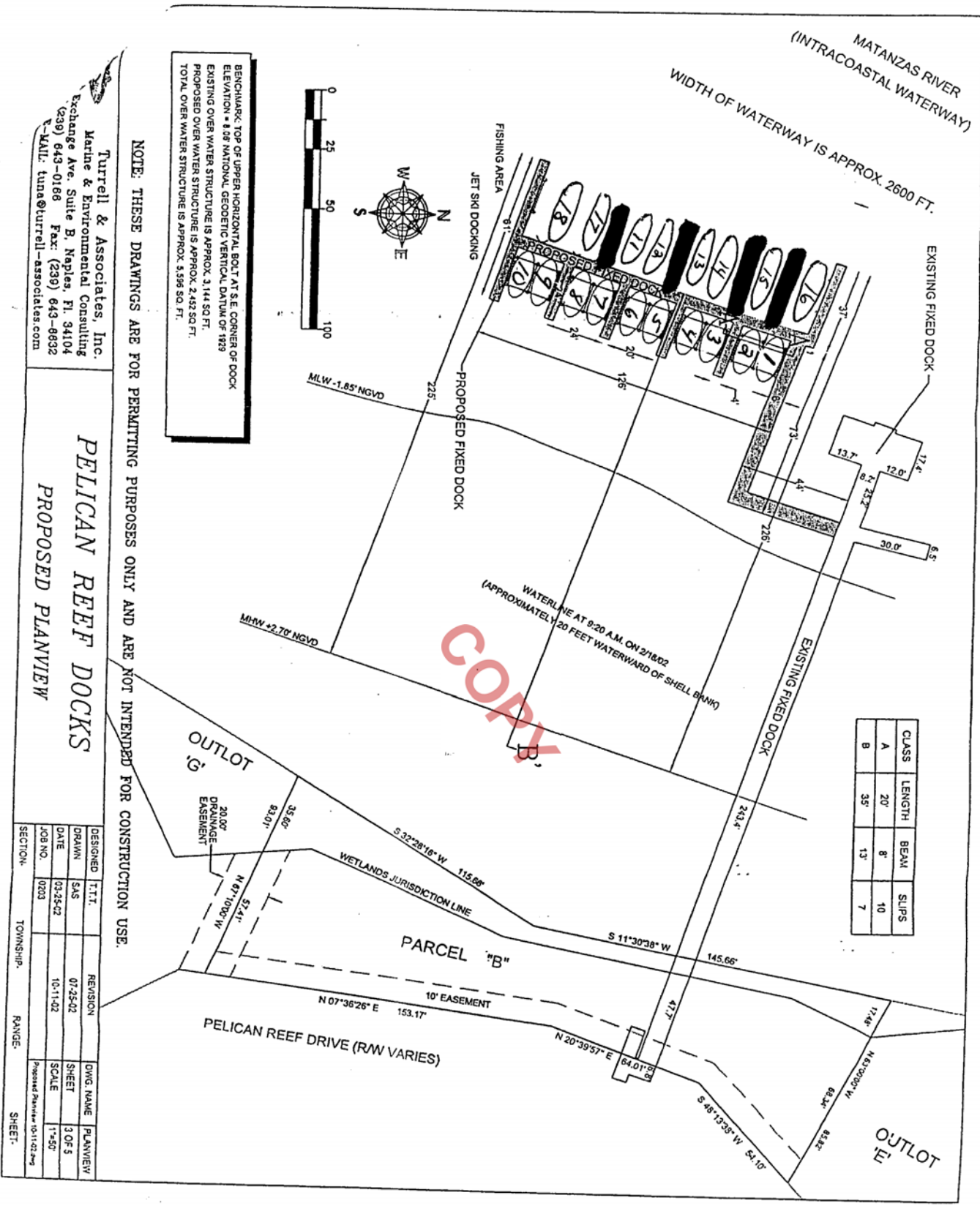
STATE OF FLORIDA
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this 25th day of January, 2005, by Paul J. Thompson, the managing member of Pelican Reef Marina, L.L.C., a Florida limited liability corporation, on behalf of the corporation, who () is personally known to me or () has produced driver's license no. _____ as identification.



[Signature]
Signature of Notary
LISA A. MONDELLO
(Name of Notary Typed, Printed or Stamped)
Commission Number:
My Commission Expires: 6/25/06





BENCHMARK: TOP OF UPPER HORIZONTAL BOLT AT S.E. CORNER OF DOCK
 ELEVATION = 8.89 NATIONAL GEODETIC VERTICAL DATUM OF 1929
 EXISTING OVER WATER STRUCTURE IS APPROX. 3,144.50 FT.
 PROPOSED OVER WATER STRUCTURE IS APPROX. 2,482.50 FT.
 TOTAL OVER WATER STRUCTURE IS APPROX. 5,596.50 FT.

NOTE: THESE DRAWINGS ARE FOR PERMITTING PURPOSES ONLY AND ARE NOT INTENDED FOR CONSTRUCTION USE.

Turrell & Associates, Inc.
 Marine & Environmental Consulting
 Exchange Ave., Suite B, Naples, FL 34104
 (239) 643-0166 Fax: (239) 643-6632
 E-MAIL: tuna@turrell-associates.com

PELICAN REEF DOCKS
PROPOSED PLANVIEW

CLASS	LENGTH	BEAM	SLIPS
A	20'	8'	10
B	35'	13'	7

DESIGNED	REVISION	DWG. NAME	PLANVIEW
T.T.T.	07-26-02	SHEET	3 OF 5
S.A.S.	10-11-02	SHEET	1 OF 5
DATE		SCALE	1"=50'
03-25-02			
10-11-02			
JOB NO.	0203	Proposed Planview	10-11-02-2mg
SECTION	TOWNSHIP	RANGE	SHEET

EXHIBIT "B"