

AMENDMENT TO

NEIGHBORHOOD COVENANTS

FOR

EAGLE CREEK VILLA HOMES

9.00

THIS AMENDMENT is made this 10th day of March, 1987 by MAXXAM Properties, Inc., a New York corporation ("Declarant") to that certain instrument entitled "Neighborhood Covenants for Eagle Creek Villa Homes" recorded in Official Records Book 1224, Page 336, of the Public Records of Collier County, Florida, as amended and supplemented from time to time (the "Covenants").

RECITALS

- A. Declarant is the "Declarant" under, and as defined in, the Covenants, per Article I, Section (g) thereof.
- B. Article XII, Section 5 of the Covenants provides, in pertinent part, that Declarant may amend same, by an instrument executed by it alone, for so long as it holds title to any Lot (as defined in the Covenants) subject to the Covenants.
- C. Declarant holds title to numerous Lots as aforesaid and thus has authority to amend the Covenants.
- D. Declarant now desires to exercise such authority for the purposes of providing for the protection and preservation of the values of the Lots and Units within the Properties (as such terms are defined in the Covenants) in the event of a casualty loss of or to a Unit(s).

NOW, THEREFORE, by virtue of the authority of Declarant as reserved in the Covenants as aforesaid, Declarant hereby amends Article VI thereof by adding to such Article the following new Section:

Section 5. Repair/Replacement of Units. In the event that a Unit is damaged or destroyed by fire, storm or other casualty, the Owner(s) thereof shall be responsible for promptly repairing, restoring or reconstructing the damaged portion(s) of the Unit or the entire Unit, as applicable. All such repair, restoration and/or reconstruction shall be made in accordance with the original plans and specifications for the Unit so that when such work is completed the exterior of the Unit shall have an appearance which is as close as feasible to its original appearance and to that of the adjoining Unit(s). It shall be permissible, however, for the Owner(s) to make such changes to the Unit as such Owner(s) desires as long as same (1) are consistent with, and permitted under, Article XI hereof, (2) do not otherwise negatively effect in any manner the structural integrity of the overall building (i.e., cluster of Units) in which the applicable Unit is located and (3) do not result in a change in the exterior appearance of the Unit. Changes in the Unit and/or the plans and specifications therefor which are required by changes in building codes and/or other applicable laws, ordinances, rules or codes shall likewise be permitted, provided that the Owner(s) shall use his best

→ Eagle Creek Properties
One Eagle Creek Drive
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THIS INSTRUMENT WAS
PREPARED BY:
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GREENBERG, TRAUIG, ASKEW,
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WEST PALM BEACH, FL 33406

efforts to cause ~~DR BOOK~~ exterior appearance of the Unit as repaired, restored or reconstructed to be as close possible to its original appearance. ~~PAGE~~

In the event that the Association receives any insurance proceeds as a result of a casualty damage or loss as aforesaid, the Association shall hold and disburse same for the repair, restoration or reconstruction of the Unit as required herein in such manner as is reasonably necessary to ensure the proper application of such proceeds; provided however, that if such proceeds are received as a result of concomitant damage to Common Areas, they shall first be applied to the repair, restoration or reconstruction of the Common Areas so damaged, and the administrative and other costs incurred by the Association in such regard, with any remaining sums to then be applied to the repair, restoration or reconstruction of the applicable Unit to the extent such application would not constitute a prohibited distribution of income under Chapter 617, Florida Statutes.

Without limiting the generality of Article XII, Sections 1 and 3 hereof, the provisions of this Section may be enforced by any party entitled to do so by appropriate action(s) under this Declaration and/or at law or equity, including specific performance and injunctive relief; provided, however, that the provisions of this Section may be waived in whole or in part for good cause shown as long as such waiver is approved, in writing, by the following parties: the Association, the Community Association (by and through the DRB, if the Board of Directors of the Community Association so elects), any mortgagee of the applicable Unit and the Owners and mortgagees of all Units in the building/cluster in which the applicable Unit is or was located.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed for the purposes herein expressed on the date and year first above written.

Witnessed by:

[Signature]
[Signature]

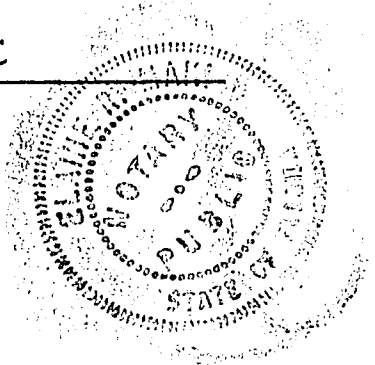
MAXXAM PROPERTIES, Inc., a New York corporation

By: [Signature]
Harold Egan, Jr.
President

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged this 10th day of March, 1987 by Harold Egan, Jr. as President of MAXXAM PROPERTIES, INC., a New York corporation, on behalf of the corporation.

[Signature]
Notary Public
State of Florida



My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires March 25, 1990

Recorded and Verified
in Official Records of
COLLIER COUNTY, FLORIDA