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**SECOND AMENDMENT TO
DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR A PORTION OF SECTION 32, TOWNSHIP 48 SOUTH,
RANGE 25 EAST, COLLIER COUNTY, FLORIDA**

(RITZ-CARLTON SECOND ANNEX)

This Second Amendment to the Declaration of Restrictions and Protective Covenants for the Ritz-Carlton Second Annex is made this 14 day of May, 2019, by PELICAN BAY FOUNDATION, INC., a Florida non-profit corporation (hereinafter the "Foundation" or the "Declarant").

WHEREAS, the Declaration of Restrictions and Protective Covenants for the Ritz-Carlton Second Annex was originally recorded September 11, 1997 in O.R. Book 1296, Pages 958 to 968, inclusive of the Public Records of Collier County, Florida, as amended by that certain First Amendment recorded January 15, 1991 in O. R. Book 1585, Pages 2353 through 2355, inclusive, of the Public Records of Collier County, Florida (collectively the "Declaration"); and

WHEREAS, the Foundation was assigned all of the rights of the Declarant under the Declaration pursuant to that Assignment of Certain Rights, Privileges and Obligations recorded at O.R. Book 3257, Page 2056, Public Records of Collier County, Florida, and that certain Disclaimer and Assignment of Certain Retained Rights, Privileges and Obligations recorded at O.R. Instrument No. 5018307, O.R. Book 5066, Page 3340, of the Public Records of Collier County, Florida; and

WHEREAS, pursuant to Article III, Section 4 of the Declaration, Declarant may in its sole discretion modify, amend, waive or add to the Declaration or any part thereof; and

WHEREAS, the Owner has requested Declarant to make this Second Amendment in connection with certain improvements planned by Owner in the Neighborhood.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Recitals. The above recitals are true, correct and incorporated herein.
2. Use Restrictions. Article II, Restrictions, Section 1, Use Restrictions, is amended and restated to read in its entirety as follows:

"1. USE RESTRICTIONS

a) The NEIGHBORHOOD may only be used for a site for the operation of a parking lot and/or parking structure for the parking of motor vehicles of employees, licensees, invitees, agents, and guests of the Hotel, to be used in connection with the operation of the Hotel. Parking may only be used in connection with the operation of the Hotel, except as the Hotel may offer, from time to time, certain parking spaces for the use of the Bay Colony Community Association.

b) No building, structure, facility or other improvement shall be placed in or on the NEIGHBORHOOD unless and until FOUNDATION has issued its prior written approval. In obtaining said written approval, OWNER or any other person applying shall comply with all requirements and procedures of this DECLARATION.

c) The NEIGHBORHOOD shall contain not more than Three Hundred Seventy (370) parking spaces.”

3. Building Height. Article II, Restrictions, Section 2, subsection (c) is amended and restated to read in its entirety as follows:

“c) No building or structure shall exceed thirty-two (32) feet in height as measured from the finished floor elevation, measured to top of any structural systems or walls, including without limitation concrete walls or column which rise above the highest driving surface of the structure, but excluding landscaping and/or decorative trellis systems.”

4. Maintenance of Premises. Article II, Section 15 is amended and restated to read in its entirety as follows:

“15. MAINTENANCE OF THE PREMISES.

No refuse or unsightly objects shall be allowed to be placed or suffered to remain in the NEIGHBORHOOD. All structures, facilities, and landscaping shall be maintained in a finished and attractive condition. The NEIGHBORHOOD shall be kept in a good, safe, clean, neat and attractive condition.

If OWNER fails to maintain any structures, facilities, or landscaping as required in this DECLARATION, FOUNDATION will have the right to institute legal proceedings to enforce compliance, or may take any and all other steps necessary to remedy such violation, including but not limited to entering the NEIGHBORHOOD, with or without consent of the OWNER. FOUNDATION may repair, replace, or maintain any item which constitutes a hazard to other property or residents, or which has an adverse effect on the appearance of the NEIGHBORHOOD or PELICAN BAY. Any expenses so incurred by FOUNDATION shall be assessed against the OWNER and the NEIGHBORHOOD, together with reasonable attorney’s fees and all other expenses of enforcement. FOUNDATION shall have the right to bring a legal action against OWNER to recover said unpaid amounts, together with interest and the costs and attorneys’ fees incurred in collection. If such amounts are not paid within twenty (20) days following written notice from FOUNDATION to OWNER, then FOUNDATION may (i) bring legal action against the OWNER for all unpaid amounts; (ii) record a claim of lien in the



Public Records of Collier County, Florida against the NEIGHBORHOOD property; and/or (iii) FOUNDATION may foreclose any such lien described above in the same manner as a mortgage, and all interest, costs and reasonable attorney's fees incurred in any such action shall be added to the amount of any such lien, and shall be recoverable in the event that FOUNDATION prevails in any such action.

Any lien placed on the NEIGHBORHOOD property arising from this Section is and shall be subordinate and junior to any first mortgage granted by OWNER to any bank, trust company, insurance company or other recognized financial institution or institutional lender, whether such indebtedness is now existing or hereinafter incurred (such indebtedness being hereinafter referred to as "Senior Indebtedness"). This provision is expressly made for the benefit of, and to be relied upon by the holders of the Senior Indebtedness. Any lien arising from this DECLARATION will be subordinate only to the extent the lien securing the Senior Indebtedness has been recorded prior to the recording of any such lien."

5. Miscellaneous. Except as herein amended, all of the terms and conditions of the Declaration, as amended, are confirmed and ratified, and shall remain in full force and effect. All capitalized terms not otherwise defined in this First Amendment shall have the meanings ascribed thereto in the Declaration.

DECLARANT:

PELICAN BAY FOUNDATION, INC., a Florida non-profit corporation

By: [Signature]
James Hoppensteadt, President

WITNESSES:

[Signature]
Print Name: Jennifer Baker

[Signature]
Print Name: Lisa Warren

STATE OF FLORIDA)
) §:
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 14 day of May, 2019 by James Hoppensteadt, the President of PELICAN BAY FOUNDATION, INC, a Florida non-profit corporation, who is personally known to me OR who produced a _____ driver's license as identification.

[Signature]
Notary Public

NOTARY STAMP / SEAL



Lisa A Warren
Commission # GG130632
Expires: August 30, 2021
Bonded thru Aaron Notary

Commission No.



Expiration Date
Lisa A Warren
Commission # GG130632
Expires: August 30, 2021
Bonded thru Aaron Notary

By its signature below, OWNER hereby joins in to the foregoing Second Amendment to the DECLARATION:

OWNER:

HHR NAPLES, LLC, a Delaware limited liability company

WITNESSES:

Paula York
Print Name: PAULA A. YORK

Susan Wallace
Print Name: SUSAN E. WALLACE

By: Jeffrey S Clark
Print Name: Jeffrey S. Clark
Its: Vice President

MARYLAND
STATE OF ~~FLORIDA~~)
MONTGOMERY) §:
COUNTY OF ~~COLLIER~~)

The foregoing instrument was acknowledged before me this 7 day of May, 2019 by Jeffrey S. Clark, the VP of HHR Naples, LLC, a Delaware limited liability company, who is personally known to me OR who produced a driver's license as identification.

Melissa A. Durbin
Notary Public

NOTARY STAMP / SEAL

Commission No. _____ Expiration Date _____

