INSTR # 5527293
OR BK 03700 PG 0476
RECORDED 08/06/2002 11:07:05 AM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 28.50
DEPUTY CLERK J Miller

Return to: (enclose self-addressed stamped envelope)

**Ted Mosher**
**Centex Homes**
**5801 Pelican Bay Blvd, Suite 600**
**Naples, FL 34108**

**This Instrument Prepared by:**
Mark F. Grant, Esq.
Ruden, McClosky, Smith,
Schuster & Russell, P.A.
5150 North Tamiami Trail
Suite 502, Newgate Tower
Naples, FL 34103
(239) 659-1100

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# SUPPLEMENTAL NEIGHBORHOOD DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR CYPRESS COVE A AT GRANDÉZZA

This instrument ("Supplement") is made this 29TH day of July, 2002, by CENTEX HOMES, a Nevada general partnership ("Declarant"),.

WHEREAS, Declarant has executed and recorded in Official Records Book 3529, Page 1328 through 1417, of the Public Records of Lee County, Florida, a certain "Declaration of Protective Covenants and Restrictions for Cypress Cove A at Grandèzza," as the same may have been and may be amended (hereinafter referred to as the "Declaration"); and

WHEREAS, the Declaration subjects the property described in Exhibit "B" thereto (the "Committed Property") to the easements, restrictions, covenants and conditions of the Declaration; and

WHEREAS, Article 2.2.4 of the Declaration provides for the recording, from time to time, of "Supplement(s)" (as defined in the Declaration) to subject all or any portion of the "Uncommitted Property" (as defined in the Declaration) to the provisions of the Declaration, and the Declaration further provides that any such property shall become a part of the Committed Property (as defined in the Declaration); and

WHEREAS, Declarant, as owner of all of the real property described on Exhibit "A" attached hereto and made a part hereof (hereinafter sometimes referred to as "Additional Committed Property"), now desires to subject said Additional Committed Property to the provisions of the Declaration; and

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# SUPPLEMENTAL NEIGHBORHOOD DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS FOR CYPRESS COVE A AT GRANDÉZZA

This instrument ("Supplement") is made this 29TH day of July, 2002, by CENTEX HOMES, a Nevada general partnership ("Declarant"),.

WHEREAS, Declarant has executed and recorded in Official Records Book 3529, Page 1328 through 1417, of the Public Records of Lee County, Florida, a certain "Declaration of Protective Covenants and Restrictions for Cypress Cove A at Grandèzza," as the same may have been and may be amended (hereinafter referred to as the "Declaration"); and

WHEREAS, the Declaration subjects the property described in Exhibit "B" thereto (the "Committed Property") to the easements, restrictions, covenants and conditions of the Declaration; and

WHEREAS, Article 2.2.4 of the Declaration provides for the recording, from time to time, of "Supplement(s)" (as defined in the Declaration) to subject all or any portion of the "Uncommitted Property" (as defined in the Declaration) to the provisions of the Declaration, and the Declaration further provides that any such property shall become a part of the Committed Property (as defined in the Declaration); and

WHEREAS, Declarant, as owner of all of the real property described on Exhibit "A" attached hereto and made a part hereof (hereinafter sometimes referred to as "Additional Committed Property"), now desires to subject said Additional Committed Property to the provisions of the Declaration; and

WHEREAS, prior to the execution and recording of this Supplement, the Additional Committed Property was a portion of the Uncommitted Property; and

WHEREAS, Declarant now desires to add the Additional Committed Property to Cypress Cove A at Grandèzza as herein specifically provided; and

WHEREAS, the Site Plan attached to the Declaration as Exhibit "C" (specifically recorded at Page 1388), is incorrect and Declarant desires to replace Exhibit "C" attached to the Declaration with the correct Site Plan attached hereto as Exhibit "B", specifically those Lots depicted on Exhibit "B" hereto as Lot 1A through Lot 58A.

NOW, THEREFORE, Declarant hereby makes this Supplement (which is intended to be and is a "Supplement" as defined in the Declaration) and hereby declares that the Additional Committed Property described on Exhibit "A" hereto shall be deemed a portion of the Committed Property under the Declaration and that the Additional Committed Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, reservations, regulations, burdens and liens set forth in the Declaration as modified by this Supplement, as follows:

1. The recitations herein set forth are true and correct and are incorporated herein by reference.

2. The definitions provided in the Declaration are incorporated herein by reference.

3. The Additional Committed Property described on Exhibit "A" is hereby designated a part of Cypress Cove A at Grandèzza and shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of this Supplement and the Declaration.

4. Declarant hereby declares that all of the Additional Committed Property designated on Exhibit "A" to this Supplement is "Property" and is therefore subject to the applicable land use covenants and the benefits and burdens established under the Declaration as fully as though it were originally designated as such in the Declaration.

5. The Site Plan attached to the Declaration as Exhibit "C", specifically recorded at Page 1388, is hereby replaced with Site Plan attached hereto as Exhibit "B", specifically those Lots depicted on Exhibit "B" hereto as Lot 1A through Lot 58A.

6. Maintenance of the Units. Each Owner shall maintain his or her Dwelling Unit in accordance with Section 9.1 of the Declaration. Specifically, but not by way of limitation, the Owner of a Unit shall be responsible for the maintenance, repair and replacement of the dwelling, roof, and driveway situated on his or her Unit. "Maintenance, repair and replacement" shall include, painting, caulking, cleaning or sealing to the exterior, roof and driveway. If the Owner fails to perform his or

her maintenance responsibilities in a manner consistent with the rules promulgated by the ACC and the Community Association Documents, then the Board shall have the power to assess costs against the Owner of a Dwelling Unit as an Individual Expense Assessment pursuant to the provisions of Section 6.4 of the Declaration.

In addition, the Owner of a Unit shall not install any additional plantings, shrubbery, trees or the like without the prior written consent of the ACC, and the rules promulgated by the ACC and the Community Association Documents.

7. Individual Lot Assessment. The Association shall be responsible for the lawn and landscape maintenance within the Dwelling Units. Lawn and landscape maintenance within the meaning of this Paragraph shall include mowing, edging, pruning, weeding, sprinkling, fertilizing, spraying of lawns, replacement of sod, spraying and trimming of landscaping and replacement of same, so that at a minimum, the initial landscaping for a Dwelling Unit provided by the Declarant shall be maintained. All costs of maintenance pursuant to this Paragraph shall be assessed equally against all Dwelling Units in Oak Strand at The Brooks benefiting from this service as an Individual Lot Assessment pursuant to the provisions of Section 6.1 of the Declaration and shall be subject to the lien of the Association pursuant to Section 5 of the Declaration; provided however, in the event only certain Dwelling Units or only a certain group of Dwelling Units benefit from this service, assessments for such use of or benefit to particular Dwelling Units shall be assessed only against the Dwelling Units within Oak Strand at The Brooks to which this service is provided.

8. Conflict. In the event of any conflict between the provisions hereof and the provisions of the Articles and/or Bylaws and/or rules and regulations promulgated by the Association, the provisions of this Supplement shall control. Except as otherwise specifically set forth in this Supplement, in the event of any conflict between the provisions of this Supplement and the provisions of the Declaration, the provisions of the Declaration shall control.

9. Amendment and Modification. Prior to the Turnover Date, Declarant may modify, amend, delete, waive or add to this Supplement or any part thereof without the consent of the Owners. After the Turnover Date, this Supplement may be amended by affirmative action of two-thirds (2/3) of the Members owning Dwelling Units in Cypress Cove A at Grandèzza.

IN WITNESS WHEREOF, Declarant has executed this Supplement on the day, month and year first above written.

**CENTEX HOMES,**
**a Nevada general partnership**
**By: CENTEX REAL ESTATE CORPORATION,**
**a Nevada corporation**
**Its: Managing General Partner**

Signature
Wayne V. Hebert
Printed Name

Signature
Ted Mosher
Printed Name

By: _____
TIMOTHY RUEMLER, Division President, Naples/Fort Myers Division

Attest: _____
MICHAEL S. McLEOD, Asst. Secretary

(CORPORATE SEAL)

STATE OF FLORIDA )
) ss:
COUNTY OF COLLIER )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by TIMOTHY J. RUEMLER and MICHAEL S. McLEOD, as Division President and Assistant Secretary respectively, of CENTEX REAL ESTATE CORPORATION, as the Managing General Partner of CENTEX HOMES, a Nevada general partnership, freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation, who are personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 29 day of July, 2002.

My Commission Expires:

Tamara J. Ludwig
Notary Public
Tamara J. Ludwig
Typed, printed or stamped name of Notary Public

TAMARA JO LUDWIG
MY COMMISSION # DD 064708
EXPIRES: December 2, 2005
Bonded Thru Notary Public Underwriters



NAP:23451:1

# EXHIBIT A

## ADDITIONAL COMMITTED PROPERTY
## CYPRESS COVE A AT GRANDÈZZA

Lot 1 and Lots 11 through 48, of Tract 1A, as indicated on that certain Plat of Grandèzza as recorded in Plat Book 67, Page 15, of the Public Records of Lee County, Florida.