INSTR # 2011000217689, Doc Type RES, Pages 4, Recorded 10/06/2011 at 08:17 AM, Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee $35.50 Deputy Clerk ELAYDEN

WHEN RECORDED RETURN TO:

Gregory W. Marler, Esq.
BECKER & POLIAKOFF, P.A.
999 Vanderbilt Beach Road
Suite 501
Naples, Florida 34108

Recording Fee: **$35.50**

CERTIFICATE OF AMENDMENT

NEIGHBORHOOD DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

CYPRESS COVE B AT GRANDEZZA

I HEREBY CERTIFY that the following amendment to the Neighborhood Declaration of Protective Covenants and Restrictions was duly adopted by the Association membership at the duly noticed Annual Members' Meeting of the Association on the 12th day of August, 2011. The original Declaration of Protective Covenants and Restrictions is recorded at O.R. Book 03472, Page 3257, of the Public Records of Lee County, Florida.

Additions indicated by underlining.
Deletions indicated by ~~striking through~~.

Proposed Amendment: **Sections 5.2., 5.3. & 13.5.4.; Declaration**

5. COVENANT TO PAY ASSESSMENTS FOR OPERATING EXPENSES; ESTABLISHMENT OF LIENS; COLLECTION OF ASSESSMENTS; COLLECTION BY DECLARANT; CERTAIN RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES

. . .

5.2. Establishment of Liens

Any and all Assessments made by the Association in accordance with the provisions of the Neighborhood Documents with Interest thereon and costs of collection, including, but not limited to, Legal Fees, are hereby declared to be a charge and continuing lien upon each Contributing Lot against which each such Assessment in made. Each Assessment against a Contributing Lot, together with Interest thereon, and other costs of collection including, but not limited to, Legal Fees, shall be the personal obligation of the Contributing Lot Owner of such Contributing Lot. Said lien shall be effective ~~only from and after the time of the recordation amongst the Public Records of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed.~~ from the date of recordation amongst the Public Records of Lee County. Upon recordation, the lien shall relate back to the date of recording the original Declaration, except as to the first mortgages of record. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the

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statement of lien in recordable form. ~~Notwithstanding anything to the contrary herein contained, where an Institutional Mortgagee of record obtains title to a Contributing Lot as a result of its first mortgage or deed in lieu of foreclosure, such acquirer of title, its successors or assigns, shall not be liable for the share of Assessments pertaining to such Contributing Lot or chargeable to the former Contributing Lot Owner thereof which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the Assessment against the Contributing Lot in question is secured by a claim of lien for Assessments that is recorded prior to the recordation of the mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given.~~ The priority of the Association's lien and the obligation for payment of past due Assessments or other sums due in relation to first mortgagees who obtain title as a result of foreclosure or deed in lieu of foreclosure, shall be determined by the Florida Homeowners' Associations Act, Chapter 720, Florida Statutes (2010), as amended from time to time.

5.3. Collection of Assessments

In the event any Contributing Lot Owner shall fail to pay any Assessment, or installment thereof, charged to such Contributing Lot Owner within fifteen (15) days after the same becomes due, then the Association, through its Board, shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

1. To accelerate the entire amount of any Assessments for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

2. To advance on behalf of the Contributing Lot Owner(s) in default funds to accomplish the needs of the Association up to and including the full amount for which such Contributing Lot Owner(s) is liable to the Association and the amount or amounts of monies so advanced, together with Interest and all costs of collection thereof, including, but not limited to, Legal Fees, may thereupon be collected by the Association and such advance by the Association shall not waive the default.

3. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property.

4. To file an action at law to collect said Assessment plus Interest and Legal Fees, without waiving any lien rights of foreclosure in the Association.

5. To charge Interest on such Assessment from the date it becomes due, as well as a late charge as provided in the Bylaws to defray additional collection costs.

To the extent permitted by law, the Board is permitted to use its business judgment when taking action and exercising the Association's rights to collect Assessments, record liens, and foreclose liens. The Board's business judgment may, in appropriate cases in the

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Board's discretion and in accordance with law, allow the Board to compromise claims against Owners or to elect not to pursue claims reasonably determined to be uncollectable.

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13. GENERAL PROVISIONS

. . .

~~13.5.4. No Impairment or Prejudice. Notwithstanding anything to the contrary herein contained, no amendment to this Neighborhood Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, Florida Development Partners, or any Institutional Mortgagee under this Neighborhood Declaration or any other Neighborhood Documents without the specific written approval of Declarant, Florida Development Partners, or such Institutional Mortgagee(s) affected thereby. In addition, for as long as Declarant owns any Lots is Cypress Cove B, no amendment shall be passed which shall grant the Association the right to approve or in any manner screen tenants or lessees of any Lot Owner without the specific written approval of Declarant. Any amendment that would affect the surface water management system, including the Water Management System, must have the prior approval of the applicable governmental authority.~~

~~Notwithstanding anything contained herein to the contrary, as long as the "Class B Membership" (as described in the Articles) exists, the following actions require the prior approval of FHA and VA of Cypress Cove B is an approved project by FHA and/or VA: annexation of additional properties, dedication of common area, mergers and consolidations, dissolution and amendment to the Articles and a material amendment to this Neighborhood Declaration.~~

(Sub-section 13.5.5. Renumbered as 13.5.4., as appropriate)

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(Signatures on Following Page)

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