INSTR # 2016000113519, Doc Type RES, Pages 4, Recorded 05/26/2016 at 12:06 PM, Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee $35.50 Deputy Clerk CFELTMAN

Prepared by and returned to:

Becker & Poliakoff, P.A.
Sarah E. Spector, Esquire
12140 Carissa Commerce Court, Suite 200
Fort Myers, FL 33966

**CERTIFICATE OF AMENDMENT**

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR VILLA GRANDE**
(Tract 4A)

I HEREBY CERTIFY that the following amendments to the Declaration of Covenants, Conditions, Restrictions and Easements for Villa Grande were duly adopted by the Association membership at the duly noticed Annual Members' Meeting of the Association on the 10th day of February 2016. Said amendments were approved by a proper percentage of voting interests of the Association. The Declaration of Covenants, Conditions, Restrictions and Easements is recorded at O.R. Book 3652, Page 762 *et seq.*, of the Public Records of Lee County, Florida. The property encompassed by the Declaration of Covenants, Conditions, Restrictions and Easements is further described at Plat Book 71, Page 1 through 4, of the Public Records of Lee County, Florida.

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

**Amendment No. 1: Section 6.1, Section 6.2, Section 6.4, and Section 10.18, Declaration of Covenants, Conditions, Restrictions and Easements**

**6. MAINTENANCE**

6.1 **Association's Responsibility for Common Area Maintenance.** The Association, subject to the rights and obligations of the Owners set forth in this Declaration, shall be responsible for the management, operation, maintenance and control of the Common Areas (unless the same have been transferred or assigned to the Master Association or other

Neighborhood Association). The foregoing obligations include, but are not limited to, the following:

(a) Maintenance, repair, and replacement of landscaping and entry features on all Common Areas;

(b) Maintenance, repair and resurfacing of all roads within the Neighborhood;

(c) Painting of any improvements located within Common Areas;

(d) Maintenance, repair and replacement of any surface water management~~,~~ and drainage located within the Property and irrigation facilities located within the ~~Property~~ Common Areas (unless said responsibilities have been transferred to the Master Association);

(e) Maintenance, repair and replacement of any and all other improvements located within the Common Area.

6.2 **Lot Maintenance.** In addition to the maintenance of the Common Areas as described above, the Association shall be responsible for the ~~maintenance~~ mowing, fertilizing and pest control of lawns and the trimming, fertilizing and pest control of all other landscaping on all Lots (palms, trees, shrubs, bushes and flowers)~~, excluding the installation and/or replacement of annuals, perennials, or specialized or exotic vegetation~~. Notwithstanding the foregoing, the Owner shall be responsible, at the Owner's sole cost and expense, for undertaking:

(a) Maintenance (which, when used herein, shall include, but not be limited to, fertilization, pest control, trimming, edging, cutting or mulching) of any annuals, biennials, or specialized or exotic vegetation (collectively referred to hereinafter as "Specialized Vegetation") that requires maintenance at a level above which is provided by the Association. Addition of such Specialized Vegetation shall require the prior written approval of the Architectural Review Board as set forth in Article 11 hereof. The Board of Directors, in its sole and absolute discretion, may determine whether the Owner shall be responsible for the maintenance of the Specialized Vegetation once installed.

(b) Replacement of all landscaping, which shall require the prior written approval of the Architectural Review Board as set forth in Article 11 hereof. The Association shall have no responsibility for the replacement of any landscaping on the Lot, either as originally installed or later changed or altered, no matter the cause of the damage or death.

(c) Replacement of the lawn, in whole or in part. The Association shall have no responsibility for the replacement of any portion of the lawn located on the Lot, no matter the cause of the damage or death.

(d) ~~The Association shall also be responsible for the maintenance~~ Maintenance, repair and replacement of all irrigation facilities, including but not limited to, sprinkler pumps, piping, time clocks, solenoid valves, and sprinkler heads servicing the Lot, and located on the Lot, except that the Association will replace, as an Association Common Expense, sprinkler heads, as needed, during the time of a "wet check," which occurs periodically. Any change in the



LAW OFFICES
BECKER & POLIAKOFF, P.A.
12140 CARISSA COMMERCE COURT • SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

irrigation system, including but not limited to adding, moving, adjusting, re-routing, or capping any portion of the irrigation system, that is necessitated by any change, alteration or addition to the landscaping or any other change, alteration or addition to the Lot, including but not limited to the installation of a swimming pool or extension of a porch, lanai or patio, all of which shall require the prior written approval of the Architectural Review Board, shall be undertaken by the Owner, at the Owner's sole cost and expense. Furthermore, said Owner shall be responsible, at the Owner's sole cost and expense, for the maintenance, repair and replacement of the altered portion of the irrigation system following its alteration. ~~It is intended that the Association be responsible for the general care and maintenance of all landscaping on all Lots, except as excluded herein.~~

(e) ~~Owner shall be responsible for the maintenance~~ Maintenance, repair and replacement of ~~their residence~~ his or her Residence and any other improvements constructed upon the Lot, and all components thereof.

(Article 6.3 Remains Unchanged)

6.4 **Owners' Responsibility.** Subject to the Association responsibilities outlined above, each Owner shall maintain his or her Lot and Residence in good repair and in a neat and attractive condition in accordance with the Community Wide Standards of the Master Association and the Governing Documents. Said maintenance responsibilities shall include, but not be limited to, maintenance of all ~~specialized exotic or "high need" landscaping~~ Specialized Vegetation not maintained by the Association, replacement of all lawns and landscaping, and maintenance of all irrigation facilities as further specified in Section 6.2 above. No Owner shall take any action which (a) increases the maintenance responsibility of the Association, (b) causes the Association's insurance premiums to increase, or (c) interferes with the Association's maintenance or operational responsibilities. If any owner fails to perform his or her maintenance responsibility in accordance with this ~~Section~~ Article, the Association may perform it and assess all costs incurred against the Lot, and further assess the Owner thereof as an Individual Assessment. Prior to entry, the Association shall afford the Owner reasonable notice and an opportunity to remedy the situation, except when entry is required due to an emergency.

(Remainder of Article 6 Remains Unchanged)

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

## 10. USE RESTRICTIONS

All Lots shall be used only for residential purposes as permitted by applicable law, and in accordance with the Governing Documents. The Association may add to, delete or modify these use restrictions pursuant to an amendment to this Declaration, or any rules and regulations. The use restrictions contained herein are in addition to those restrictions contained in the Master Declaration.

(Article 10.1 through Article 10.17 Remain Unchanged)



LAW OFFICES
BECKER & POLIAKOFF, P.A.
12140 CARISSA COMMERCE COURT • SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707

10.18 **Landscaping: Sprinkler Systems.** All areas not covered by structures, walkways or paved parking facilities shall be maintained as lawn or landscaped areas to the pavement edge of any abutting streets and to the waterline of any abutting lakes, canals or water management areas. No stone, gravel, or paving of any type shall be used as a substitute for grass in a lawn. Certain areas as determined by the Declarant may remain in a natural or unimproved state. All lawns and landscaping shall be completed at the time of completion of the structure as evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental agency, and shall thereafter be kept in good condition ~~by the Association, if any, in which the Lot is located regardless of how title to the landscaped area is held~~ and maintained, repaired and replaced as set forth in Article 6 hereof. Sprinkler systems located on Common Areas shall be the responsibility of the Association. Sprinkler systems located on the Lots shall be maintained as set forth in Section 6.2 hereof.

(Remainder of Article 10 Remains Unchanged)

**********

WITNESSES:
(TWO)

Christine Carlson
Signature

Christine L. Carlson
Printed Name

Signature

Printed Name

VILLA GRANDE HOMEOWNERS ASSOCIATION, INC.

BY: Joseph Drummond
Joseph Drummond, President

Date: 4-28-2016

(CORPORATE SEAL)

STATE OF Florida )
) SS:
COUNTY OF Lee )

The foregoing instrument was acknowledged before me this 28 day of April 2016, by Joseph Drummond as President of Villa Grande Homeowners Association, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me or has produced (type of identification) _____ as identification.

Stacey L. Henson
Notary Public

Stacey L. Henson
Printed Name

My commission expires: October 31, 2016
ACTIVE: 8425225_1

STACEY L HENSON
MY COMMISSION # EE848229
EXPIRES October 31, 2016
(407) 398-0153 FloridaNotaryService.com



LAW OFFICES
BECKER & POLIAKOFF, P.A.
12140 CARISSA COMMERCE COURT • SUITE 200 • FORT MYERS, FL 33966
TELEPHONE (239) 433-7707