INSTR # 5174012 OR BK 3441 PG 1859 RECD 06/29/01 03:56 PM
CHARLIE GREEN, CLERK OF COURT, LEE COUNTY
DEPUTY CLERK L Parent

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SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GRANDE OAK

This Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Grande Oak (the "Amendment") was adopted and approved by the Declarant as of the 18th day of June, 2001.

Preliminary Statements

A. Declarant executed and recorded that certain Declaration of Covenants, Conditions, Restrictions and Easements for Grande Oak, dated October 5, 2000 and recorded October 31, 2000 in Official Records Book 3321, Page 2858 of the Public Records of Lee County Florida (referred to herein as the "Declaration").

B. The Declaration encumbers certain real property as more specifically described therein (referred to herein as the "Property").

C. Declarant desires to amend the Declaration pursuant to the authority set forth in Section 13.02 of the Declaration to change the name of the project and the name of the Master Association.

D. NOW THEREFORE, Declarant hereby amends the Declaration, as follows:

1. Name of the Community. The name of the residential golf course community to be developed by Declarant within the Property shall be Grandézza. Any and all references in the Declaration to the name of the community as "Grande Oak" are hereby amended to be **Grandézza**.

2. Definitions.

(a) Section 2.03 of the Declaration is hereby amended and restated in its entirety to read, as follows:

"Articles" shall mean and refer to the Articles of Incorporation of Grandézza Master Property Owners Association, Inc. which are filed with the Secretary of State of the State of Florida, as same may be amended from time to time.

(b) Section 2.23 of the Declaration is hereby amended and restated in its entirety to read, as follows:

"Master Association" shall mean and refer to Grandézza Master Property Owners Association, Inc., a Florida not-for-profit corporation, or any successor thereof by whatever name, charged with the duties and obligations set forth in this Declaration.

Any and all references in the Declaration to Grande Oak Master Property Owners Association, Inc. shall mean and refer to **Grandézza Master Property Owners Association, Inc.**

4. The Club. Section 15.01 of the Declaration is hereby amended to change the name of the Club from The Club at Grande Oak to The Club at Grandézza. Any and all references in the Declaration to The Club at Grande Oak shall mean and refer to **The Club at Grandézza.**

5. Use of Words. Section 14.04 of the Declaration is hereby amended and restated to read, as follows:

14.04 Use of the Words "Grandézza". No person shall use the words "Grandézza," or any derivative thereof in any printed or promotional material without the prior written consent of Declarant. However Owners may use the words "Grandézza" in printed or promotional matter when such term is used solely to specify that particular property is located within the Grandézza development, and the Master Association shall be entitled to use the words "Grandézza" in their business name.

6. Ratification. All other terms and provisions of the Declaration are hereby ratified and confirmed and shall remain in full force and effect, except to the extent amended hereby. In the event of any inconsistency between the terms of this Amendment and the terms of the Declaration, the terms of this Amendment shall control.

In Witness Whereof the undersigned Declarant has affixed its signature as of the date as set forth below.

Witnesses:

Hilda Gilbert
Print Name: HILDA GILBERT

Becky Yocom
Becky Yocom
Print Name:

Declarant:

Florida Development Partners, L.C.,
a Florida limited liability company

By: _____
Paul Hardy, President

STATE OF FLORIDA)
) SS:
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 18th day of June, 2001, by Paul Hardy, as President of Florida Development Partners, a Florida L.C. who is personally known to me.

NOTARY PUBLIC STATE OF FLORIDA
HILDA B. GILBERT
MY COMMISSION # CC 718926
EXPIRES: May 1, 2002
1-800-3-NOTARY Fla. Notary Service & Bonding Co.

Hilda B Gilbert
Signature of Notary Public
State of Florida

My Commission Expires: 5-1-2002

Index of Exhibits

Exhibit "A" – Articles of Amendment to Articles of Incorporation
Exhibit "B" – Amendment to Bylaws

EXHIBIT "A"

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on June 25, 2001, to Articles of Incorporation for GRANDE OAK MASTER PROPERTY OWNERS ASSOCIATION, INC. which changed its name to GRANDEZZA MASTER PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N00000005904.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Twenty-fifth day of June, 2001

Katherine Harris

Katherine Harris
Secretary of State

CR2EO22 (1-99)

AMENDMENT TO ARTICLES OF INCORPORATION FOR GRANDE OAK MASTER PROPERTY OWNERS ASSOCIATION, INC.
(A Corporation Not-for-Profit)

FILED
01 JUN 25 PM 1:29
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

The following Amendment to the Articles of Incorporation of Grande Oak Master Property Owners Association, Inc., a Florida corporation (referred to herein as the "Company") was adopted by a majority of the Board of Directors and approved by a two-third (2/3) vote of all Members of the Company and by the Declarant as of the 18th day of June, 2001: The number of votes cast by the members was sufficient for approval.

1. Article I of the Articles of Incorporation of the Company is hereby amended, in its entirety to read, as follows:

Article I – Name

The name of this Corporation is:

Grandézza Master Property Owners Association, Inc.

2. In all other respects, the Articles of Incorporation of the Company shall remain in full force and effect.

In Witness Whereof, the undersigned has caused this Amendment to the Articles of Incorporation to be duly executed by its authorized officers.

Grandézza Master Property Owners Association, Inc. f/k/a
Grande Oak Master Property Owners Association, Inc.,
a Florida corporation

By: _____
Robert Paul Hardy

Attest: _____
Renee Tolson, Secretary

STATE OF FLORIDA)
SS:)
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 18th day of June, 2001 by Robert Paul Hardy as President and Renee Tolson as Secretary of Grandézza Master Property Owners Association, Inc. f/k/a Grande Oak Master Property Owners Association, Inc., a Florida corporation, who are personally known to me or has produced _____ as identification.

HILDA B. GILBERT
MY COMMISSION # CC 718926
EXPIRES: May 1, 2002
1-800-3-NOTARY Fla. Notary Service & Bonding Co.

Hilda B Gilbert
Notary Public, State of Florida
Print Name: HILDA B GILBERT
My Commission Expires: 5-1-2002

AMENDMENT TO BYLAWS OF GRANDE OAK MASTER PROPERTY OWNERS ASSOCIATION, INC.

The following Amendment to ByLaws of Grande Oak Master Property Owners Association, Inc., a Florida corporation (referred to herein as the "Company") was approved by a majority of the Board of Directors of the Company and adopted by a two-third (2/3) vote of all Members of the Company and by the Declarant as of the 18th day of June, 2001:

1. Article 1, Section 1 of the ByLaws of the Company is hereby amended, in its entirety to read, as follows:

Article 1
Name and Location
Section 1. The name of the corporation is:

GRANDÉZZA MASTER PROPERTY OWNERS ASSOCIATION, INC.

2. In all other respects, the ByLaws of the Company shall remain in full force and effect.

In Witness Whereof the undersigned Declarant has affixed its signature as of the date as set forth below.

Witnesses:

Hilda Gilbert
Print Name: HILDA GILBERT

Becky Yocom
Print Name: Becky Yocom

Grandézza Master Property Owners Association, Inc. f/k/a Grande Oak Master Property Owners Association, Inc., a Florida corporation

By: _____
Paul Hardy, President

Attest: _____
Renee Tolson, Secretary

STATE OF FLORIDA)
) SS:
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 18th day of June, 2001, by Paul Hardy as President, and Renee Tolson as Secretary of Grandézza Master Property Owners Association, Inc. f/k/a Grande Oak Master Property Owners Association, Inc. who are personally known to me or have produced _____ as identification.

Hilda B Gilbert
Signature of Notary Public
State of Florida

HILDA B. GILBERT
MY COMMISSION # CC 718926
EXPIRES: May 1, 2002
1-800-3-NOTARY Fla. Notary Service & Bonding Co.

My Commission Expires: 5-1-2002

INSTR # 5798715
Official Records BK 03913 PG 3750
RECORDED 04/25/2003 01:29:48 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 51.00
DEPUTY CLERK G Sherwood

Prepared by and Return to:
Matthew L. Grabinski, Esq.
Goodlette, Coleman & Johnson, P.A.
4001 Tamiami Trail N.
Suite #300
Naples, Florida 34103

THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GRANDEZZA

This Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Grandezza (the "Amendment") is made on this 22nd day of April, 2003 by Florida Development Partners, L.C., a Florida limited liability company (herein referred to as "Declarant").

WHEREAS, Declarant executed and recorded that certain Declaration of Covenants, Conditions, Restrictions and Easements for Grandezza, dated October 5, 2000 and recorded in Official Records Book 3321, Page 2858, as amended by that certain Amendment recorded at Official Records Book 3405, Page 0207, as further amended by that certain Second Amendment recorded at Official Records Book 3441, Page 1839, Official Records of Lee County, Florida, as subsequently amended (hereinafter referred to collectively as the "Declaration"); and

WHEREAS, the Declaration encumbers certain real property located in Lee County, Florida, as more specifically described therein; and

WHEREAS, Section 13.02 of the Declaration provides that, until Turnover, Declarant may unilaterally amend the Declaration without the consent of the Master Association or any third party; and

WHEREAS, as of the date hereof, Turnover has not occurred; and

WHEREAS, Declarant wishes to execute this instrument for purposes of amending the Declaration, as set forth more particularly herein; and

WHEREAS, In addition to the foregoing, Declarant desires to amend the Declaration to subject Additional Property thereto, pursuant to the authority set forth in Sections 13.02 and 13.07 thereto.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Capitalized terms not otherwise defined herein shall have the meaning previously set forth in the Declaration.

2. Without limiting the general restriction on amendments set forth in Sections 13.02 and 15.15, commencing upon the recording hereof, no additional amendments (other than those set forth in this Third Amendment) may be made to the following Sections of the Declaration, without the written consent and joinder of the Club Owner, which consent may be withheld at Club Owner's sole and absolute discretion:

Section 2.07,
Section 2.08,
Section 2.09,
Section 2.36,
Section 3.04(a),
Section 3.05,
Section 3.06,
Section 7.04,
Section 9.12,
Section 10.11(b),
Section 10.32,
Section 10.34,
Section 11.12,
Section 12.05,
Section 12.07, and
Section 15.15.

3. Section 2.08 is hereby amended and restated in its entirety to read as follows:

"Club Property" shall mean the real property retained by Declarant and easements dedicated to or reserved by Declarant for the golf course, clubhouse and attendant facilities thereof, as further described herein. The Club Property shall not include any lakes, which are hereby dedicated as Common Areas to be maintained by the Master Association as part of the Water Management System. The Club Property shall specifically include, without limitation, (i) tracts GC-1, GC-2, GC-3, GC-4, CH-1, CH-2, CH-3, and tract R-1 of Grande Oak, according to the plat thereof recorded in Plat Book 67, pages 15 through 36 of the Public Records of Lee County, Florida; (ii) all Golf Course Easements (G.C.E.) reserved to Florida Development Partners, L.C. on the plat of Grande Oak, according to the plat thereof recorded in Plat Book 67, pages 15 through 36 of the Public Records of Lee County, Florida; (iii) the cart path easements dedicated to Florida Development Partners, L.C. over tracts B-2 and B-2 on the plat of Villa Grande, a re-plat of tract 4A, Grande Oak, recorded in Plat Book 71 pages 1 through 4 of the public records of Lee County, Florida; and (iv) in

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accordance with Section 15.10, an easement for pedestrian and vehicular access over all roadways within the Property.

4. Section 2.09 is hereby amended by the addition of the following:

The Club Property shall not be included in the Common Areas.

5. The second sentence of Section 3.01(a) is hereby amended by the deletion of the following language from such sentence:

and shall be owned and operated by the Club Owner in accordance with the terms of this Declaration.

6. Section 5.01 is hereby amended and restated in its entirety, to read as follows:

Membership. Every Owner, the Club Owner, and the Declarant shall be members of the Master Association. Membership shall be appurtenant to and may not be separated from ownership of a Parcel which is subject to Assessment by the Master Association. Members' rights, powers, duties and privileges shall be as set forth in the Articles of Incorporation, By-Laws, this Declaration and any Supplement. In the event of any conflict between these documents, the terms and provisions of this Declaration shall control.

The Master Association shall have two (2) classes of membership: (a) Class "A" Members, and (b) Class "B" Member, as follows:

(a) Class "A". Class "A" Members shall be the Club Owner and all Owners of Parcels within the Property other than the Class "B" Member.

(b) Class "B". The Class "B" Member shall be the Declarant. Unless the Declarant earlier terminated this membership, the Classs "B" Membership shall terminate upon Turnover or Declarant's earlier termination, and be converted to a Class "A" Membership.

7. Section 7.04 is hereby amended by the addition of the following:

The Master Association shall not exercise the foregoing easement right across any portion of the Club Property without providing the Club Owner with not less than fourteen (14) days written notice thereof. Master Association shall be liable for any damage or loss incurred by Club Owner as a result of any portion of the Club Property (including the golf course

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turf and landscaping) damaged by Master Association, its employees, agents and/or contractors.

8. Section 10.11(b) is hereby amended by the addition of the following:

Notwithstanding the foregoing, this Section 10.11(b) shall not grant the Board authority to regulate landscape fertilizing and/or pest control pertaining to the Club Property.

9. Section 10.32 is hereby amended and restated in its entirety to read as follows:

Golf Carts. Golf carts may be operated on all public and/or private streets within the Property, without charge, subject to reasonable rules and regulations by the Master Association. Golf carts used in conjunction with golf course play and operations may only be operated on the Club Property and/or designated golf cart paths and golf cart crossings.

10. The fourth sentence of Section 11.05 is hereby amended and restated in its entirety to read as follows:

The Architectural Review Board shall make the guidelines and procedures available to Owners and builders who seek to engage in development of or construction upon any Parcel.

11. The ninth sentence of Section 11.05 is hereby amended and restated in its entirety to read as follows:

The Architectural Review Board shall also promulgate detailed standards and procedures governing modifications, additions or alterations made on or to existing structures located on a Parcel.

12. The first sentence of Section 11.09 is hereby amended and restated in its entirety to read as follows:

No construction, which terms shall include within its definition, but not be limited to, staking, clearing, excavation, grading and other site work; no exterior alteration or modification of existing improvements; and no plantings or removal of plants, trees, or shrubs shall take place anywhere on a Parcel until the approval of the Architectural Review Board for the same has been obtained.

13. Section 11.12 is hereby amended and restated in its entirety to read as follows:

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Exception. This Article XI shall not apply to any of the activities of the Declarant or to improvements or modifications to the Common Area or Neighborhood Common Area or to the Club Property by or on behalf of the Master Association, the Declarant, and/or the Club Owner.

14. The fourth sentence of Section 12.05 is hereby amended and restated in its entirety to read as follows:

In addition thereto, any Owner, Club Owner, or other beneficiary of the Water Management System shall have the right to institute litigation against the Master Association to ensure that the Water Management System and easements therefor are properly and continuously maintained, and the Master Association shall indemnify the Club Owner from and against any claims, liabilities or damages incurred by Club Owner as a result of the failure of the Master Association to properly operate, maintain and/or repair the Surface Water Management System.

15. Section 12.07 is hereby amended and restated in its entirety to read as follows:

Golf Club. Portions of the Water Management System may be located adjacent to or within the boundaries of the Club Property. Such portions of the Water Management System are hereby burdened with a permanent easement, which shall benefit and be appurtenant to the Club Property for use of such portions of the Water Management System in connection with the use and operation of the golf course and related facilities located on the Club Property and (subject to any applicable permits) withdrawal of irrigation water from the Water Management System, drainage of the Club Property into the Water Management System, location of pumps and other irrigation equipment, and subject to applicable consumptive use permit limitations and requirements to withdraw surface water for irrigation of the Club Property. The Master Association shall, without payment by the Club Owner, cooperate with the Club Owner in obtaining and renewing permits for use of the Water Management System for irrigation water withdrawal, and other appropriate and reasonable uses for the operation of the Club Property. If, due to an action or inaction of the Master Association, the applicable consumptive use permits are revoked and/or not renewed by the appropriate governmental authority, then the Master Association shall be responsible and liable to the Club Owner for any losses and damages incurred by Club Owner as a result thereof. Upon request of the Club Owner, Master Association shall grant such specific easements as may be requested by Club Owner from time to time for the continued drainage and/or irrigation of the Club Property; provided, however, that the Master Association shall not be responsible for any of the costs or expenses reasonably incurred with respect to the granting of such easements. For purposes of this Section 12.07, any specific

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easements requested by an institutional lender of Club Owner shall automatically be deemed reasonable for the continued drainage and/or irrigation of the Club Property. If the amount of irrigation water that may legally be withdrawn from the Surface Water Management System is reduced or restricted (in any manner and for any reason) so that the irrigation requirements of the Club Owner and the irrigation requirements of all the Master Association and/or Owners cannot be equally and entirely satisfied, then the Club Owner shall have the right and priority to withdraw any amount of irrigation water that it may desire (in its reasonable discretion) prior to the withdrawal by the Master Association or any Owner.

16. Section 13.01 is amended and restated in its entirety to read as follows:

Term. The covenants and restrictions of this Declaration shall run with and bind the property subjected to this Declaration, and shall inure to the benefit of and shall be enforceable by Declarant, the Master Association, the Club Owner, or the Owner of any portion of the Property subjected to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by the majority of the then current Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

17. Section 13.02 is amended by the addition of the following sentence:

No amendment to this Declaration which impairs or prejudices the rights of the Club Property or Club Owner, or imposes additional responsibilities or obligations thereon, shall be valid unless such amendment includes the written consent and joinder of the Club Owner.

18. The second sentence of Section 15.01 is hereby deleted in its entirety.

19. Section 15.07 is amended by the addition of the following:

Those portions of the Property adjacent to the Club Property are hereby burdened with a non-exclusive easement in favor of the Club Property for over spray of water from any irrigation system serving the Club Property. Under no circumstance shall the Master Association or the Club Owner be held liable for any damage or injury resulting from such over spray or the exercise of this easement.

Official Records BK 03913 PG 3755

20. Section 15.08 is amended by the addition of the following:

The Club Owner, its agents, invitees, guests, employees, members and daily fee users shall at all times have a non- exclusive easement for machinery and equipment noise resulting from the operation, use, repair, maintenance or reconstruction of all or any portion of the Club Property.

21. Section 15.10 is amended and restated in its entirety to read as follows:

Rights of Access. A non-exclusive access easement is hereby created to benefit and be appurtenant to the Golf Club Tracts (hereinafter defined), for the purpose of providing the Club Owner, its members, guests and invitees (regardless of whether such persons are Owners hereunder) pedestrian and vehicular access and use over all roadways located within the Property reasonably necessary to travel to and from the entrances to the Property from and to the Club Property, respectively, and, further, over those portions of the Property (whether Common Area, Neighborhood Common Area or otherwise) reasonably necessary for the use, operation, maintenance repair, replacement, reconfiguration and/or further improvement of the Golf Club Tracts. For purposes hereof, "Golf Club Tracts" shall mean and refer to tracts GC-1, GC-2, GC-3, GC-4, CH-1, CH-2, CH-3, and tract R-1 of Grande Oak, according to the plat thereof recorded in Plat Book 67, pages 15 through 36 of the Public Records of Lee County, Florida.

22. The following Section is added to Article XV as Section 15.13:

Easement for Flight. The Declarant hereby declares and establishes in favor of Club Property and Club Owner, its agents, invitees, guests and successors and assigns, a perpetual non-exclusive easement appurtenant to the Club Property across, over, upon and through all ponds and streams and through all preserve and conservation areas noted on the plat of the Property (or designated as such by a separate recorded instrument), and across, over, upon and through all lakes located in the Property, for the purpose of the flight and/or retrieval of golf balls.

23. The following Section is added to Article XV as Section 15.14:

View Impairment. Neither the Declarant, the Master Association, nor the Club Owner, guarantees or represents that any view over and across any portion of the Club Property from any adjacent Parcel will be preserved without partial or total impairment. The Club Owner shall have no obligation to prune or thin trees or other landscaping, and shall have the right, in its sole and absolute discretion, to add trees and other landscaping to the Club Property from time to time, as well as add, remove and/or relocate maintenance buildings, cart paths, restroom facilities, signage,

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and/or lightning shelters. In addition, the Club Owner may, in its sole and absolute discretion, change the location, configuration, size and elevation of the landscaping, trees, bunkers, fairways and greens on the Club Property from time to time. Any such additions or changes to the Club Property may diminish, obstruct, or eliminate any view from the Parcels and any expressed or implied easements for the purposes or for the passage of light and air are hereby expressly disclaimed.

24. The following Section is added to Article XV as Section 15.15:

Limitation on Amendments. In recognition of the fact that the provisions of this Article XV are for the benefit of the Club Owner and Club Property, no amendment to this Article XV, and no amendment in derogation of any rights reserve or granted to the Club Owner or Club Property by other provisions of this Declaration may be made without the prior written consent and joinder of the Club Owner, which consent and joinder may be withheld at the Club Owner's sole and absolute discretion.

25. **Additional Property**. Declarant declares that the real property described on Exhibit "A" (herein referred to as the "Additional Property") shall be held, transferred, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the covenants, conditions, restrictions and easements set forth in the Declaration, on the same terms and conditions as the Property, which shall run with the Additional Property, be part of such Additional Property and inure to the benefit of, and be enforceable by, the Declarant, Club Owner, and each Owner and their successors in title.

26. **Reaffirmation of Declaration**. Except as otherwise modified herein, the terms of the Declaration are hereby reaffirmed and shall remain in full force and effect.

In witnesses hereof, Declarant hereby executes this Amendment as of the date first written above.

Witnesses:

Florida Development Partners, L.C.,
a Florida limited liability company

Print Name: Denise Murphy

By: _____
Brad Black, Vice President

Robyn L. Verduchi
Print Name: Robyn L. Verduchi

Official Records BK 03913 PG 3757

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me on this 22 day of April, 2003, by Brad Black, as Vice President of Florida Development Partners, L.C., a Florida limited liability company, on behalf of the company. He is personally known to me.

Print Name: Denise Murphy
My commission expires: Aug 14 2006

(seal)

OFFICIAL NOTARY SEAL
DENISE MURPHY
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. DD142298
MY COMMISSION EXP. AUG. 14,2006

Official Records BK 03913 PG 3758

JOINDER OF MORTGAGEE

AmSouth Bank, an Alabama state banking corporation, being the owner and holder of that certain Mortgage and recorded at O.R. Book 3822, Page 0162 of the Public Records of Lee County, Florida, which mortgage encumbers a portion of the property and improvements encumbered by this Third Amendment, does hereby consent to the submission of said real property and improvements thereon to the terms and provisions of the foregoing Third Amendment.

This joinder shall be binding upon Mortgagee, its successors and assigns.

In Witness Whereof, Mortgagee has caused this instrument to be executed as of this 23rd day of April, 2003.

AmSouth Bank,
an Alabama state banking corporation

Sandra W. Whidden
Print Name: SANDRA H. WHIDDEN

By: Thomas E. Finlay
Print Name: Thomas E. Finlay
Title: Vice President

Diane L. Stalzer
Print Name: DIANE L. STALZER

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 23rd day of April, 2003, by Thomas E. Finlay as Vice President of AmSouth Bank, an Alabama state banking corporation. He/She is personally known to me or has produced _____ as identification.

Sandra W Turner
My Commission CC861822
Expires August 9, 2003

(seal)

Sandra W. Turner
Notary Public, State of Florida
My Commission expires: _____

Official Records BK 03913 PG 3759

Exhibit "A"

Legal description of Additional Property
(Humphry Parcel)

That part of Section 30, Township 46 South, Range 26, East, lying North of Corkscrew Road, Lee County, Florida.

Official Records BK 03913 PG 3760

INSTR # 6187554
OR BK 04229 Pgs 4474 - 4475; (2pgs)
RECORDED 03/17/2004 01:39:25 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY, FLORIDA
RECORDING FEE 10.50
DEPUTY CLERK X Lopez

Prepared by and Return to:
Matthew L. Grabinski, Esq.
Goodlette, Coleman & Johnson, P.A.
4001 Tamiami Trail N.
Suite #300
Naples, Florida 34103

FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GRANDEZZA

This Fourth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Grandezza (the "Amendment") is made on this 11th day of March, 2004 by Florida Development Partners, L.C., a Florida limited liability company (herein referred to as "Declarant").

WHEREAS, Declarant executed and recorded that certain Declaration of Covenants, Conditions, Restrictions and Easements for Grandezza, dated October 5, 2000 and recorded in Official Records Book 3321, Page 2858, as amended by that certain Amendment recorded at Official Records Book 3405, Page 0207, as further amended by that certain Second Amendment recorded at Official Records Book 3441, Page 1839, as amended by that certain Third Amendment recorded at Official Records Book 3913, Page 3750, all of the public records of Lee County, Florida (hereinafter referred to collectively as the "Declaration"); and

WHEREAS, the Declaration encumbers certain real property located in Lee County, Florida, as more specifically described therein; and

WHEREAS, Section 13.02 of the Declaration provides that, until Turnover, Declarant may unilaterally amend the Declaration without the consent of the Master Association or any third party; and

WHEREAS, as of the date hereof, Turnover has not occurred; and

WHEREAS, Section 5.03 of the Declaration provides that the Declarant, upon or before conveying legal title to a Tract (as defined therein) shall attribute a number of Property Units to such Tract by the recordation of the supplement, Neighborhood Declaration or other instrument containing provisions to such effect;

WHEREAS, Declarant wishes to execute this instrument for purposes of attributing a specific number of Property Units to a certain Tract located within the Property, and amending the Declaration, and as set forth more particularly herein; and

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Declaration.

2. Designation of Property Units for Tract 9. Pursuant to Section 5.03 of the Declaration, Declarant hereby attributes one hundred eighteen (118) Property Units to Tract 9, Grande Oak East, according to the Plat thereof recorded in Plat Book 77, Pages 26 through 38 of the Public Records of Lee County, Florida ("Tract 9"). No more than one hundred eighteen (118) Parcels may be built on Tract 9 unless the terms and provisions of this Amendment are subsequently amended by an instrument executed and recorded by Declarant, in its sole discretion, and with the Consent or Joinder of any Owner of Tract 9, stating that a greater or lesser number of Parcels may be built on Tract 9.

3. Amendment to Section 5.04. The following is added as an additional sentence to Section 5.04 of the Declaration: "For purposes of this Section 5.04, 'Members other than the Declarant' shall exclude builders, contractors, or others who purchase a Lot or Tract for the purpose of constructing improvements thereon for refill.

In Witnesses Hereof, Declarant hereby executes this Amendment as of the date first written above.

Witnesses:

Florida Development Partners, L.C.,
a Florida limited liability company

Print Name: Denise Murphy

By: _____
Brad Black, Vice President

(SEAL)

Print Name: Rebecca L Hilton

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me on this 11th day of March, 2004, by Brad Black, as Vice President of Florida Development Partners, L.C., a Florida limited liability company, on behalf of the company. He is personally known to me.

Print Name: Denise Murphy
My commission expires: Aug 14 2006

(seal)

OFFICIAL NOTARY SEAL
DENISE MURPHY
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. DD142296
MY COMMISSION EXP. AUG. 14,2006

INSTR # 2006000178882, Doc Type RES, Pages 3, Recorded 05/02/2006 at 04:02 PM, Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee $27.00 Deputy Clerk MISTENES

27 00

Prepared by and Return to:
Matthew L. Grabinski, Esq.
Goodlette, Coleman & Johnson, P.A.
4001 Tamiami Trail N.
Suite #300
Naples, Florida 34103

FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GRANDEZZA

This Fifth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for Grandezza (the "Amendment") is made on this 1st day of May, 2006 by Florida Development Partners, L.C., a Florida limited liability company (herein referred to as "Declarant").

WHEREAS, Declarant executed and recorded that certain Declaration of Covenants, Conditions, Restrictions and Easements for Grandezza, dated October 5, 2000 and recorded in Official Records Book 3321, Page 2858, as amended by that certain Amendment recorded at Official Records Book 3405, Page 0207, as further amended by that certain Second Amendment recorded at Official Records Book 3441, Page 1839, as amended by that certain Third Amendment recorded at Official Records Book 3913, Page 3750, as amended by that certain Fourth Amendment recorded at Official Records Book 4229, Page 4474, all of the public records of Lee County, Florida (hereinafter referred to collectively as the "Declaration"); and

WHEREAS, the Declaration encumbers certain real property located in Lee County, Florida, as more specifically described therein; and

WHEREAS, Section 3.03 of the Declaration provides that Declarant may, in its sole and absolute discretion, supplement or amend the Declaration to withdraw lands encumbered by the Declaration; and

WHEREAS, Declarant hereby executes this amendment to withdraw those lands encumbered by the Declaration set forth in Exhibit "A", which is attached hereto and incorporated herein by reference.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Definitions. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Declaration.

2. Recitals. The foregoing recitals are true and accurate and are incorporated herein by reference.

3. Removal of Certain Lands from the Declaration. The real property set forth in Exhibit "A" is hereby removed from and is no longer subject to the covenants, conditions, restrictions, and easements set forth in the Declaration. The removal and withdrawal of the lands set forth in Exhibit "A" does not affect any portion of the Property not contained therein that has been conveyed to an Owner.

IN WITNESS WHEREOF, Declarant has affixed its hand and seal on the day and year as first written above.

Witnesses:

Florida Development Partners, L.C.,
a Florida limited liability company

Print Name: Matthew Grabinski

By: _____
Brad Black, Vice President

(SEAL)

Print Name: Matthew R. Galloway

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me on this 1st day of May, 2006, by Brad Black, as Vice President of Florida Development Partners, L.C., a Florida limited liability company, on behalf of the company. He is personally known to me.

_____
Print Name: _____
My commission expires: _____

(Seal)

MATTHEW GRABINSKI
MY COMMISSION # DD 280646
EXPIRES: January 20, 2008
Bonded Thru Notary Public Underwriters

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Exhibit "A"

Parcel 1:

A parcel of land located in Northeast One Quarter (NE 1/4) of Section 25, Township 46 South, Range 25 East and in the Northwest One Quarter (NW 1/4) of Section 30, Township 46 South, Range 26 East, Lee County, Florida, and being more particularly described as follows:

Tract 9, Grande Oak East, a subdivision and replat according to the plat thereof as recorded in Plat Book 77, Pages 26-38, Public Records of Lee County, Florida;

AND

Parcel 2:

A parcel of land located in Northeast One Quarter (NE 1/4) of Section 25, Township 46 South, Range 25 East and in the Northwest One Quarter (NW 1/4) of Section 30, Township 46 South, Range 26 East, Lee County, Florida, and being more particularly described as follows:

Tract FR-2, Grande Oak East, a subdivision and replat according to the plat thereof as recorded in Plat Book 77, Pages 26-38, Public Records of Lee County, Florida;

AND

Parcel 3:

The North 75' of Tract GC-1, Grande Oak, according to the plat thereof as recorded in Plat Book 67, Pages 15-36, a subdivision located in Sections 25 and 26, Township 46 South, Range 25 East, Public Records of Lee County, Florida.

AND

Parcel 4:

The North 75' of Tract C-4, Grande Oak, according to the plat thereof as recorded in Plat Book 67, Pages 15-36, a subdivision located in Section 25, Township 46 South, Range 25 East, Public Records of Lee County, Florida;

INSTR # 2016000219721, Doc Type RES, Pages 2, Recorded 10/17/2016 at 04:01 PM, Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee $18.50 Deputy Clerk ERECORD

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

ARTICLES OF INCORPORATION
FOR
GRANDEZZA MASTER PROPERTY OWNERS ASSOCIATION, INC.

I HEREBY CERTIFY that the following amendment to the Articles of Incorporation for Grandezza Master Property Owners Association, Inc. was duly adopted by the Neighborhood Representatives at the duly noticed Special Members' Meeting of the Association on the 28th day of July 2016 and by the Board of Directors at the duly noticed Board of Directors' Meeting on the 9th day of June 2016. Said amendment was approved by a proper percentage of voting interests of the Association and the Board of Directors. The Declaration of Covenants, Conditions, Restrictions and Easements is recorded at O.R. Book 3321, Pages 2858 *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 67, Pages 15 - 36, of the Lee County Public Records for Grande Oak; Plat Book 68, Pages 83 - 85, of the Lee County Public Records for Grande Oak Tract 8; Plat Book 71, Pages 71 - 73, of the Lee County Public Records for Grande Oak Tract 6; Plat Book 77, Pages 26 - 38, of the Lee County Public Records for Grande Oak East; and Plat Book 81, Pages 37 - 38, of the Lee County Public Records for Grande Oak Tract 5.

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

Amendment: Article II, Section 3, Articles of Incorporation

ARTICLE II

PURPOSES

The purposes of the ASSOCIATION are:

1. To provide for maintenance, preservation, control and operation of the Common Areas within the ~~Grande Oak~~ Grandezza community, located in Lee County, Florida, and such other property as may be added thereto, as set forth in the Declaration of Covenants, Conditions, Restrictions and Easements for ~~Grande Oak~~ Grandezza, as recorded in the public records of Lee County, Florida (the "Declaration"). All terms used herein which are defined in the Declaration shall have the same meaning as set forth in the Declaration, unless otherwise indicated herein;

2. To enhance the civic, social and recreational interests of its Members; and

3. To otherwise promote the health, safety, and welfare of its Members, both while within the Property and while entering and exiting the Property, and their property within ~~Grande Oak~~ Grandezza. Without limiting the generality of the foregoing sentence, the Association may contribute to the cost of traffic signals or similar devices even if located outside of the Property if reasonably related to the regulation of traffic entering or exiting the Property.

****

WITNESSES:
(TWO)

Signature

Chris Jordan
Printed Name

Signature

Christine L. Carlson
Printed Name

GRANDEZZA MASTER PROPERTY OWNERS ASSOCIATION, INC.

BY: _____
Joseph Basso, President

Date: 8-23-16

(CORPORATE SEAL)

STATE OF Florida)
) SS:
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 23 day of August 2016, by Joseph Basso as President of Grandezza Master Property Owners 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
MY COMMISSION # EE848229
EXPIRES October 31, 2016
(407) 398-0153 FloridaNotaryService.com

Stacey L. Henson
Notary Public

Stacey L. Henson
Printed Name

My commission expires: October 31, 2016

ACTIVE: 8876839_1

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