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April 13, 2017

Via hand delivery

Carlos Cavenago, III, Esquire
Parvey & Frankel Attorneys, P.A.
2069 First Street #100
Fort Myers, FL 33901

Re: Belle Meade Property Owners Association, Inc.

Dear Carlos:

Enclosed please find the original Certificate of Amendment to the Declaration of Covenants and Restrictions for Belle Meade Subdivision which was recorded at INSTR # 2017000079356. The recording date is April 12, 2017.

Very truly yours,

KNOTT EBELINI HART



Paula A. Weller, FRP
Paralegal to Thomas B. Hart
Enc:

Prepared by and return to:
Courthouse Box 39

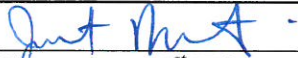
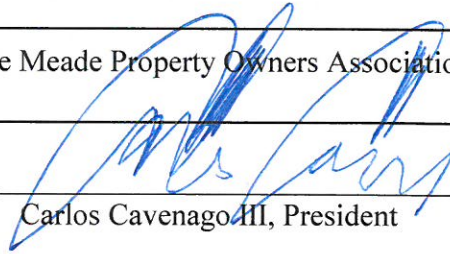

Thomas B. Hart, Esquire
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INSTR # 2017000079356, Pages 5
Doc Type AGR, Recorded 04/12/2017 at 04:27 PM,
Linda Doggett, Lee County Clerk of Circuit Court
Rec. Fee \$44.00
Deputy Clerk LESPOSITO
#1

**CERTIFICATE OF AMENDMENT
TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR
BELLE MEADE SUBDIVISION**

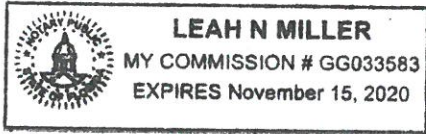
I HEREBY CERTIFY that the attached amendments (Exhibit "A") to the Declaration of Covenants and Restrictions for Belle Meade Subdivision (the "Declaration") was adopted by an affirmative vote or written consent of the Owners of Lots in Belle Meade subdivision, representing more than seventy-five percent (75%) of all lots within the subdivision, all in accordance with Section 9.1 of the Declaration. The Declaration was recorded on August 31, 1994, at OR Book 2531, Page 3438 et seq., of the Public Records of Lee County, Florida.

IN WITNESS WHEREOF, this Certification of amendment to the Declaration of Covenants and Restrictions For Belle Meade Subdivision, has been executed as follows:

Witnesses:	Belle Meade Property Owners Association, Inc.
 Signature of 1 st Witness <u>Jonathan Martin</u>	By:  Carlos Cavenago III, President
Printed Name of 1 st Witness	
 Signature of 2 nd Witness <u>Alisha Steele</u>	Date: <u>4/6/17</u>
Printed Name of 2 nd Witness	

STATE OF FLORIDA)
)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 6 day of April, 2017, by Carlos Cavenago III, as President of the Belle Meade Property Owners Association, Inc, a Florida corporation, who is personally known to me or has produced _____ as identification.



Leah N Miller
Notary Public
Leah N Miller
Printed Name

My Commission Expires: 11-15-20

EXHIBIT A

AMENDMENTS TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR BELLE MEADE SUBDIVISION

The Declaration of Covenants and Restrictions For Belle Meade Subdivision are amended as follows, with additions indicated by underlining and deletions indicated by striking through:

A. Section 1.3 “Assessments” is hereby amended, as follows:

1.3 *"Assessments" means regular assessments to fund the budget of the Association and special assessments for items incurred during any calendar year that are not included in the budget, as well as Capital and Specific Assessments as described in Section 4.2, below.*

B. Section 4.2, entitled “Right to Assess and Collect Assessments to Fund Budget” is hereby amended, as follows:

4.2. *Right to Assess and Collect Assessments to Fund Budget. The Association may assess and collect regular assessments to fund the budget of the Association and special assessments for items incurred during any calendar year that are not included in the budget. Association may also impose the following assessments:*

4.2.1 *Working Capital. Upon each transfer of record fee title to a Lot a contribution shall be made by the purchaser of such Lot to the working capital of the Association in an amount of 3.5 percent of the current year’s budget. This assessment shall be paid to the Association for use in covering its capital expenses incurred from time to time. The capital contribution required by this Section shall constitute an assessment against the Lot, subject to such exemptions for estate planning transfers as shall be determined by the Board. This Assessment shall be afforded the same lien, lien priority, and rights of collection as are applicable to all other Association assessments, including the right to charge and collect interest, late fees, and the costs of collection and attorney fees; and*

4.2.2 *Specific Assessments. The Association shall have the power to levy Specific Assessments against a particular Lot to cover costs incurred in bringing the Unit into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the Unit, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the Unit Owner prior written notice and an opportunity for a hearing, in accordance with the By-Laws, before levying any Specific Assessment under this subsection.*

[The remaining provisions of this Section are not changed.]

C. Section 4.3 "Liability, Liens, and Subordination", is hereby amended, as follows:

4.3. Liability, Liens, and Subordination.

4.3.1. Liability. Lot owners are personally liable for assessments against their lots, ~~but the personal obligation of lot owners for unpaid assessments shall not be transferred to their successors in title.~~ Lot owners are also personally liable for interest on the assessments at the rate of ~~12%~~ 18% per annum on any assessment that is unpaid sixty days after it is mailed to the lot owners by regular mail to the address of the owner reflected in the records of the tax collector of Lee County. Interest shall accrue beginning on the 60th day after mailing. Lot owners are liable for personal money judgments for the amount of assessments unpaid and interest in favor of the Association, together with the reasonable attorney's fees and costs incurred by the Association in the lawsuit to secure the personal money judgment, including such fees and costs incurred on any appeal. The Association may also establish a reasonable late fee pursuant to Chapter 720, Florida Statutes, for any unpaid assessments.

4.3.2. Association Lien Rights. The Association also has the right to record a "Claim of Lien" document in the Public Records of Lee County, Florida, against any lot for the unpaid balance of assessments owed by the lot owner of any lot. Once recorded, the "Claim of Lien" shall secure the unpaid balance of assessments together with interest at the rate of ~~12%~~ 18% on the unpaid balance as provided above, plus late fees, attorney's fees, and costs incurred by the Association in recording the lien document, and attorney's fees and costs incurred by the Association to foreclose the lien or by action for damages, including such fees and costs on any appeal. The "Claim of Lien" once recorded shall also secure all assessments, including special assessments, coming due after the date of the recording of the "Claim of Lien".

4.3.3. The lien rights of the Association shall attach only upon the recording of the Claim of Lien document, but such lien shall relate back to the original date of recording of this Declaration, and once recorded shall remain a lien on the property until released by the Association or merged into a final judgment of foreclosure of the lien. No lien whatsoever, legal or equitable, shall attach to any lot for unpaid assessments, regardless of the actual knowledge of the purchaser of outstanding assessments, unless a "Claim of Lien" has been recorded by the Association in the Public Records of Lee County, Florida. ~~No~~ A party purchasing or acquiring any interest in a lot, including but not limited to mortgagees, has ~~any~~ a duty to inquire with the Association or its officers and directors regarding the balance of assessments due at the time of transfer ~~or acquiring of such lien unless a "Claim of Lien" document has been recorded prior to such time.~~

4.3.4. The lien rights granted herein to the Association shall be enforced only by recording a document entitled "Claim of Lien" signed and notarized by ~~the president~~ an authorized representative of the Association and recorded in the public records of Lee County, Florida, setting forth the total assessments past due as of the date signed. The Claim of Lien shall also secure the assessments coming due after the date of recording of the Claim of Lien, including special assessments. No lien whatsoever shall exist against any lot until such a Claim of Lien document is recorded in the public records of Lee County, Florida, by the Association,

and if no lien document is recorded, there is no lien on any lot. Thereafter, suit on the lien document may be brought for foreclosure against the lot as provided by law for foreclosures.

4.3.5. Each person or entity acquiring title or an interest in a lot, whether by deed, by mortgage, by foreclosure of a mortgage, deed in lieu of foreclosure, operation of law or otherwise, will ~~not~~ take title subject to the unpaid balance of any assessment unless if a Claim of Lien document is recorded by the Association in the public records of Lee County, Florida, encumbering that lot prior to such person or entity acquiring title to a lot.

4.3.6. Subordination to First Mortgages. ~~The lien rights of the Association granted under this Declaration or otherwise according to law are subordinate to any first mortgage encumbering any lot given to a state or federal bank, a life insurance company, or a state or federal savings and loan Association, and to any other mortgagee, including but not limited to purchase money mortgages; provided, however, that if a "Claim of Lien" document has been recorded in the Public Records of Lee County, Florida, by the Association prior to the recording of such mortgage, the said lien document shall be prior superior to any such mortgage to the extent of the assessments secured by said Claim of Lien and assessments coming due after the date of recording of a Claim of Lien by the Association are secured by the Claim of Lien, together with interest, late fees, attorney's fees and court costs, as provided in this Declaration. Furthermore, this subordination shall extend only to assessments due as of the sale or transfer of the lot or lots pursuant to a decree of foreclosure of the mortgage or deed in lieu of foreclosure to the first mortgagee or the first mortgagee's assignee, and, therefore, any party taking title to a lot as a result of a foreclosure proceeding or by deed in lieu of foreclosure, including the mortgagee, shall be responsible for all assessments that accrue beginning the day after they acquire title to the lot for the assessments accruing on such day and thereafter, including any special assessment approved by the Association beginning the day after they acquire title.~~

D. Section 6.2, entitled "Compliance with Law", is hereby amended, as follows:

6.2. Compliance with Law. ~~The plans and specifications and location of all construction thereunder, and every alteration of any building or structure shall be in accordance with any drainage, building, plumbing and electrical requirements of all regulatory codes, including but not limited to, those of South Florida Water Management District ("SFWMD") and Lee County. The plans and specification will be submitted to the Association's engineer at the applicant's expense for a determination that they meet the requirements of the Association's Water Management Permit. Applicant must notify the Association's engineer upon completion of the project and the engineer will inspect and certify that the as-built construction is in compliance with those permits.~~