

PREPARED BY:  
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**CERTIFICATE OF AMENDMENT OF RESTATED DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR HERONS GLEN**

THE UNDERSIGNED being the President HERONS GLEN HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, does hereby certify that the attached Amendments to the Declaration of Covenants, Conditions and Restrictions for Herons Glen originally recorded in Official Record Book 3142, at Page 3327, et. seq., and restated and recorded at Instrument No. 2007000311298 all of the Public Records of Lee County, Florida, was duly approved, adopted and enacted by the affirmative vote of the proper percentage of voting interests in the Association as more particularly described in the attached Resolution. Dated this 11<sup>th</sup> day of November, 2010.

WITNESSES:

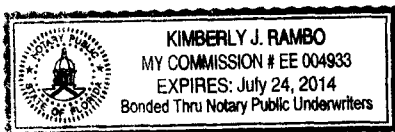
(Sign) [Signature]  
(Print) Richard DeBoest  
(Sign) [Signature]  
(Print) Kimberly Rambo

HERONS GLEN HOMEOWNERS ASSOCIATION, INC.

BY: [Signature]  
President of the Association  
Bert Page

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 11<sup>TH</sup> day of November 2010 by Bert Page, as President of HERONS GLEN HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, on behalf of said corporation. Said person is personally known to me or has produced \_\_\_\_\_ as identification and did take an oath.



NOTARY PUBLIC:  
[Signature]  
STATE OF FLORIDA (SEAL)  
My Commission Expires:

**AMENDMENTS TO THE  
RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
HERONS GLEN**

**NOTE: LANGUAGE BEING ADDED IS UNDERLINED AND LANGUAGE BEING DELETED IS ~~STRUCK THROUGH~~.**

*THE DECLARATION SHALL BE AMENDED AS FOLLOWS:*

**(A)  
ARTICLE XI ASSESSMENTS**

Section 1. Creation of Assessments. There are hereby created Assessments for Association expenses as may from time to time specifically be authorized by the Board of Directors to be commenced at the time and in the manner set forth in this Article. There shall be three (3) types of Assessments: (i) Base Assessments to fund Common Expenses; (ii) Special Assessments as described in Section 3 below; and (iii) User Assessments as described in Section 4 below.

Base Assessments shall be levied equally on all Lots Each Owner, by acceptance of a deed or lease is deemed to covenant and agree to pay Assessments. The Developer shall guarantee the payment of the Assessments on Lots/Units which are leased to Class "B" Members, which payments shall be made in the same time period and in the same manner as those made by all Class "A" Members.

All Assessments, together with interest (at a rate not to exceed the highest rate allowed by the civil usury laws of the state of Florida) as computed from the date the delinquency first occurs, late charges, costs, and reasonable attorney's fees, shall be a charge on the Lot and Unit and shall be an automatic and continuing lien upon the Lot and Unit against which each assessment is made. Each such Assessment, together with interest, late charges, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time the Assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. Notwithstanding the above, no first Mortgagee (~~or the designee of such Mortgagee~~) who obtains fee or leasehold title to a Lot pursuant to the remedies provided in the Mortgage or by the acceptance of a deed in lieu of foreclosure shall be liable for unpaid Assessments which accrued prior to such acquisition of title except as provided in Section 720.3085, Florida Statutes and further, but a Person, other than the holder of a first mortgage, who acquires title at a foreclosure sale shall not be liable for all unpaid Assessments and other amounts accrued prior to its acquisition of the Lot.

\*\*\*Intervening Language Unchanged\*\*\*

Section 7. Subordination of the Lien to First Mortgages The lien of Assessments, including interest, late charges (subject to the limitations of Florida law), and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Lot unless the lien was recorded before the First Mortgage. As to all other mortgages, liens or interests the lien, as provided in Section 720.3085, Florida Statutes, is effective from and shall relate back to the date on which the original declaration of the community was recorded and therefore shall be superior to all such interests recorded after the date the original declaration was recorded. The sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to judicial or non judicial foreclosure or transfer of title by deed in lieu of foreclosure to any First Mortgagee (or designee thereof) shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer except for any amounts due pursuant to Section 720.3085, Florida Statutes.

(B)

## ARTICLE XII

### ARCHITECTURAL STANDARDS

The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the Association and its Committees. No construction, which term shall include within its definition re-construction 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 except in strict compliance with this Article, until the requirements below have been fully met, and until the approval of the Association and its Committees has been obtained in accordance with the Governing Documents. The Board of Directors may establish reasonable fees to be charged on behalf of the Association for review of an application for approval hereunder, which fees, if established, shall be paid in full prior to review of any application hereunder. This Article shall not apply to ~~the original construction on a Lot by the Developer or its designees, or to~~ construction on or improvements or modifications to the Common Property made by or on behalf of the Association.