

After recording this instrument should be returned to:

Lee County Homes Associates II, LLLP
1600 Sawgrass Corporate Parkway, Suite 230
Sunrise, Florida 33323
Attn: Steven M. Helfman, Esq.

(Space Reserved for Clerk of Court)

FIRST AMENDMENT TO THE DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR BOTANICA LAKES

THIS FIRST AMENDMENT ("Amendment") is made as of the 1st day of January, 2008 by LEE COUNTY HOMES ASSOCIATES II, LLLP, a Florida limited liability limited partnership ("Declarant"), whose principal office is located at 1600 Sawgrass Corporate Parkway, Suite 230, Sunrise, Florida 33323, and joined in by BOTANICA LAKES HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation ("Association"), whose principal office is located at 1600 Sawgrass Corporate Parkway, Suite 230, Sunrise, Florida 33323.

WHEREAS, Declarant has executed and recorded that certain Declaration of Covenants, Restrictions and Easements for Botanica Lakes in Instrument Number 2006000330775 of the Public Records of Lee County, Florida (hereinafter referred to as the "Declaration"); and

WHEREAS, the Declaration provides in Section 8 of Article XIII that prior to the "Turnover Date" Declarant may amend the Declaration without the requirement of the consent of the Association or the "Owners" so long as such amendment does not materially impair the common plan of development of "Botanica Lakes" (as such terms are defined in the Declaration); and

WHEREAS, Section 8 of the Article XIII of the Declaration also provides that the Association shall, upon the request of the Declarant, join in any such amendment; and

WHEREAS, Declarant desires to amend the Declaration to address certain matters, as more fully set forth herein; and

WHEREAS, notwithstanding the foregoing, Declarant requests the joinder and consent of the Association; and

WHEREAS, the Turnover Date has not occurred as of the date first above written and the changes to the Declaration set forth in this Amendment do not materially impair the common plan of development of Botanica Lakes.

NOW, THEREFORE, Declarant hereby declares that the Declaration is hereby amended as follows:

1. Recitals; Definitions. The recitations set forth herein are true and correct and are incorporated herein by reference. Unless otherwise defined herein, each term defined in the Declaration and used herein shall have its meaning as defined in the Declaration.

2. Maintenance and Care of Lawns. Notwithstanding anything to the contrary in the Declaration, including, without limitation, Article IX of the Declaration, from and after the date of this Amendment, except as expressly set forth herein the Association's maintenance obligations shall also include the "maintenance and care" of the lawn encompassed within each Owner's Lot. For purposes hereof, "maintenance and care" shall include mowing, edging, trimming, fertilizing and spraying of the lawns, landscaping, trees and hedges on such Lots; provided, however, tree trimming shall be limited only to those tree areas reachable from the ground without any additional equipment. All expenses incurred by the Association in providing the foregoing services are Operating Expenses, payable by each Owner under the provisions of the Declaration concerning Assessments. Notwithstanding the foregoing obligations of the Association to maintain and care for the lawns, landscaping, trees and hedges, such maintenance and care shall expressly not include any replacement whatsoever of sod, landscaping, trees, hedges, shrubs, and/or any other plant materials within the Lots, which replacement obligation shall be and remain the obligation of the Owners of the Lots upon which such replacement is required.

In the event an Owner of a Lot elects to install a fence on any portion of such Owner's Lot, the Owner shall thereafter be responsible for the maintenance and care of the lawns, landscaping, trees and hedges in the portion(s) of the Lot which become(s) enclosed by the fence construction whereupon the Association shall no longer have any such maintenance and care responsibilities for such portions so fenced so long as such fence remains on the applicable Lot. Such Owner of a Lot shall not be entitled to a reduction in Assessments as a result of being responsible for such maintenance and care.

In the event the Owner fails to properly maintain his Lot and/or Home pursuant to this paragraph 2 and/or the other provisions of the Declaration, then the Association or Declarant shall have the right but not the obligation, upon fifteen (15) days written notice, to enter the property of the Owner for the purpose of performing the maintenance and care referred to, set forth and described in the notice. The determination of whether an Owner is failing to properly maintain and care for the property for which he has the maintenance responsibility shall be determined in the sole discretion of the Association or Declarant. Further, if failure to comply relates to the Owner's obligations to maintain and care for such owner's Lot, Home or other Improvement, the Association shall be entitled, but not obligated to, perform such maintenance and care itself and to levy on the offending Owner an Assessment equal to the cost of performing such maintenance and care, and any such Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses.

3. Full Force and Effect. As modified hereby, the Declaration shall remain in full force and effect in accordance with the terms hereof.

IN WITNESS WHEREOF, this Amendment has been signed by Declarant and joined in by the Association on the respective dates set forth below.

DECLARANT:

LEE COUNTY HOMES ASSOCIATES II,
LLLP, a Florida limited liability limited
partnership

WITNESSES AS TO DECLARANT:

Sharon Webb
Print Name SHARON WEBB

By: Lee County II Corporation, a Florida
corporation, its general partner

By: N. Maria Menendez
N. Maria Menendez, Vice President

[CORPORATE SEAL]

Kathleen M Coffman
Print Name Kathleen M Coffman

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

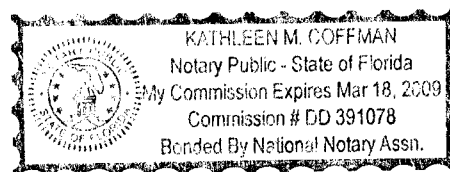
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by N. Maria Menendez, as Vice President of Lee County II Corporation, a Florida corporation, the general partner of Lee County Homes Associates II, LLLP, a Florida limited liability limited partnership, freely and voluntarily under authority duly vested in him by said corporation and partnership, and that the seal affixed thereto is the true corporate seal of said corporation. She is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 16 day of April, 2008.

Kathleen M Coffman
Notary Public, State of Florida at Large

My Commission Expires:

Typed, Printed or Stamped Name of Notary Public



ASSOCIATION:

BOTANICA LAKES HOMEOWNERS
ASSOCIATION, INC., a Florida
corporation not for profit

WITNESSES AS TO ASSOCIATION:

Coral A. Coomans
Print Name Coral A. Coomans

Misti L. Coon
Print Name MISTI L. COON

By: *Patricia Campbell*
Patricia Campbell, Vice President

[CORPORATE SEAL]

STATE OF FLORIDA)
) SS
COUNTY OF BROWARD)

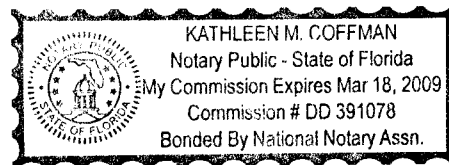
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Patricia Campbell, as Vice President of Botanica Lakes Homeowners Association, Inc., a Florida corporation nor for profit, freely and voluntarily under authority duly vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation. She is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 17
day of April, 2008.

Kathleen M. Coffman
Notary Public, State of Florida at Large

My Commission Expires:

Typed, Printed or Stamped Name of Notary Public



MORTGAGEE'S JOINDER AND CONSENT

The undersigned, Bank of America, N.A., a national banking association, as Agent ("Bank"), by virtue of that certain Assignment of Mortgage and Other Loan Documents recorded July 20, 2005 in Official Records Book 4805, at Page 4156 of the Public Records of Lee County, Florida, is the owner and holder of the following loan documents (collectively, the "Loan Documents"): (i) Real Estate Mortgage, Assignment and Security Agreement given by Lee County Homes Associates II, LLLP, a Florida limited liability limited partnership ("Declarant"), dated July 15, 2005 and recorded July 20, 2005 in Official Records Book 4805 at Page 4131, as modified by Mortgage Modification Agreement and Notice of Future Advance recorded February 27, 2006 under Instrument Number 2006000085456, both of the Public Records of Lee County, Florida; and (ii) any other collateral loan documents securing the indebtedness referred to in the Loan Documents; which Loan Documents encumber the "Property" as defined in the foregoing Declaration of Covenants, Restrictions and Easements for Botanica Lakes (the "Declaration"). Bank does hereby join in and consent to the execution and recording of the Amendment to which this Joinder and Consent is attached.

Signed, sealed and delivered in
the presence of:

Printed Name: Deana Izquierdo

Printed Name: Marcia Dorcas

BANK:

BANK OF AMERICA, N.A., a national
banking association, as Agent

By: Theresa Bell

Evita E. Francuz, Senior Vice President
Theresa Bell

STATE OF FLORIDA)
)SS:
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 10 day of April, 2008 by Evita E. Francuz, as Senior Vice President of BANK OF AMERICA, N.A., a national banking association, on behalf of said association. She is personally known to me or has produced _____ as identification.

(Signature of Notary Public - State of Florida)

(Print, Type, or Stamp Commissioned Name of Notary Public)

