

This Instrument Prepared by and Return to:

Lee County Homes Associates II, LLLP
1600 Sawgrass Corporate Parkway
Suite 400
Sunrise, Florida 33323
Attn: Steve Helfman, Esq.

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**THIRD AMENDMENT TO DECLARATION OF COVENANTS,
RESTRICTIONS AND EASEMENTS FOR BOTANICA LAKES**

This Third Amendment to Declaration of Covenants, Restrictions and Easements for Botanica Lakes ("Amendment") is made as of the 12th day of January, 2010 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 400, Sunrise, Florida 33323, and joined in by BOTANICA LAKES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not-for-profit ("Association"), whose principal office is located at 1600 Sawgrass Corporate Parkway, Suite 400, Sunrise, Florida 33323.

WHEREAS, Declarant has executed and recorded that certain Declaration of Covenants, Restrictions and Easements for Botanica Lakes recorded August 23, 2006 under Instrument Number 2006000330775, as amended by that certain First Amendment to Declaration of Covenants, Restrictions and Easements for Botanica Lakes recorded May 1, 2008 under Instrument Number 2008000115918 and that certain Second Amendment to Declaration of Covenants, Restrictions and Easements for Botanica Lakes recorded June 17, 2009 under Instrument Number 2009000165923, all of the Public Records of Lee County, Florida (collectively 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 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, 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. 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. Section 2 of Article VI of the Declaration is hereby amended to read as follows:

Section 2. ESTABLISHMENT OF LIENS. Each Assessment against a Lot, together with Interest thereon and costs of collection, including, but not limited to, Legal Fees, shall be the personal obligation of the Owner of such Lot. Any and all Assessments made by the Association in accordance with the provisions of the Botanica Lakes Documents with Interest thereon and costs of collection, including, but not limited to, Legal Fees, are hereby declared to be a charge and continuing lien upon each Lot against which each such Assessment is made. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of the County of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, in the event an Institutional Mortgagee of record obtains a deed or title to a Lot as a result of foreclosure of its first mortgage or deed in lieu of foreclosure, such acquirer of a deed or title, its successors or assigns, shall **be liable for Assessments pertaining to such Lot or chargeable to the former Owner except and to the extent limited by applicable Florida Statutes.** ~~not be liable for the share of Assessments pertaining to such Lot or chargeable to the former Owner thereof which became due prior to the acquisition of a deed or title as a result of the foreclosure or deed in lieu thereof, unless the Assessment against the Lot in question is secured by a claim of lien for Assessments that is recorded prior to the recordation of the mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given.~~

(Words **bolded and double underlined** are added; words ~~struck through~~ are deleted)

3. Section 3 of Article VI of the Declaration is hereby amended by adding thereto subparagraph 8:

8. To collect any monetary obligation, including delinquent Assessments, due for the Home from the rents paid by any tenant occupying the Home if the Owner has leased the Home. In such case, the tenant shall remit such delinquent Assessments and other amounts due the Association directly to the Association upon written notice from the Association that the Owner is delinquent in the payment of its monetary obligations and the tenant may deduct such amounts paid to the Association from the rent due to the Owner. The Association has the right to require Owners to use a lease addendum which provides, among other things, that the tenant will pay the rent due under the lease to the Association

upon receipt of notice from the Association that the Owner is delinquent in amounts due to the Association.

4. This Amendment shall become effective upon recording amongst the Public Records of Lee County, Florida.

5. As modified hereby, the Declaration shall remain in full force and effect in accordance with the terms thereof.

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

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

WITNESSES AS TO DECLARANT:

Rebecca C. Medley
Print Name Rebecca C Medley

By: [Signature]
Name: Richard M. Norwalk
Title: Vice President

Shardyn Webb
Print Name SHARDYN WEBB

[SEAL]

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

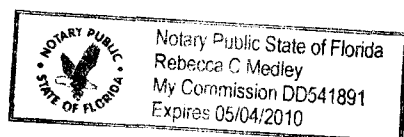
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Richard M. Norwalk, as Vice President of Lee County Homes II Corporation, a Florida corporation, the general partner of LEE COUNTY HOMES ASSOCIATES II, LLLP, a Florida limited liability limited partnership, on behalf of said corporation and limited partnership. He is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 6 day of January, 2010.

Rebecca C Medley
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:

Sharolyn Webb
Print Name SHAROLYN WEBB

By: Maria Aron
Name: Maria Aron
Title: President

Kathleen M. Coleman
Print Name KATHLEEN M. COLEMAN

[SEAL]

STATE OF FLORIDA)
) SS
COUNTY OF LEE)

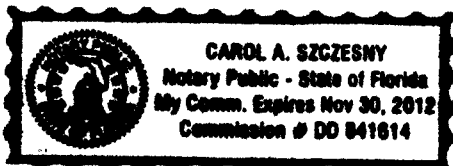
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Maria Aron, as President of BOTANICA LAKES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of said corporation. She is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of January, 2010.

Carol A. Szczesny
Notary Public, State of Florida at Large

My Commission Expires: 11-30-12

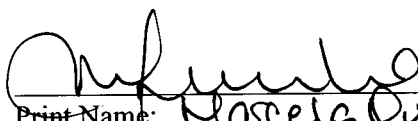
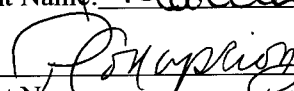
CAROL A. SZCZESNY
Typed, Printed or Stamped Name of Notary Public



MORTGAGEE'S JOINDER AND CONSENT

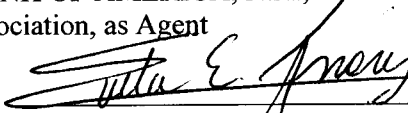
The undersigned, Bank of America, N.A., a national banking association ("Bank"), as Agent by virtue of that certain Assignment of Mortgage and Other Loan Documents recorded July 20, 2005 in Official Records Book 4805, at Page 4156 of the Public Records of Lee County, Florida, is the owner and holder 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, as affected by Partial Release of Mortgage dated October 26, 2006 and recorded November 2, 2006 under Instrument Number 200600416343, all 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 Declaration of Covenants, Restrictions and Easements for Botanica Lakes recorded August 23, 2006 under Instrument Number 2006000330775, as amended (the "Declaration"). Bank does hereby join in and consent to the execution and recording of the Third Amendment to which this Joinder and Consent is attached.

Signed, sealed and delivered in
the presence of:


Print Name: Marcela Quezada

Print Name: Priscilla Concepcion

BANK:

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

By: 

Name: Evita Francuz

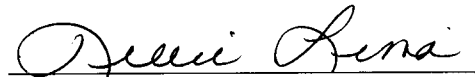
Title: Senior Vice President

[CORPORATE SEAL]

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

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 Evita 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 produced
_____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 6th day of JANUARY, 2010.


Notary Public, State of Florida at Large

Nellie Lima

Typed, Printed or Stamped Name of Notary Public

