

THIS INSTRUMENT PREPARED BY:
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**AMENDMENT # 13 TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BELLEZZA AND AVALLONE**

This Amendment # 13 to the Declaration of Covenants, Conditions and Restrictions for Bellezza and Avallone is made this 13 day of November, 2008, by Harbourside Custom Homes, Inc., a Florida corporation (the "Declarant") whose address is 8200 Health Center Blvd., Suite 101, Bonita Springs, Florida 34135.

WHEREAS, the Declarant executed and recorded that certain Declaration of Covenants, Conditions and Restrictions for Bellezza and Avallone as recorded on December 6, 2004 in O.R. Book 4511, Page 1523, and as amended by Amendment # 1 as recorded on December 8, 2004 in O.R. Book 4517, Page 998, and amended by Amendment # 2 as recorded on February 4, 2005 in O.R. Book 4581, Page 2133, and amended by Amendment # 3 as recorded on March 28, 2005 in O.R. Book 4642, Page 4874, and amended by Amendment # 4 as recorded on April 26, 2005 in O.R. Book 4681, Page 0391, and amended by Amendment # 5 as recorded on May 6, 2005 in O.R. Book 4698, Page 2327, and amended by Amendment # 6 as recorded on May 20, 2005 in O.R. Book 4718, Page 3807, and amended by Amendment # 7 as recorded on July 1, 2005 in O.R. Book 4781, Page 3898, and amended by Amendment # 8 as recorded on October 5, 2005 in Instrument Number 2005000055092, and amended by Amendment # 9 as recorded on December 15, 2005 in Instrument Number 2005000171855, and amended by Amendment # 10 as recorded on April 5, 2006 in Instrument Number 2006000140599, and amended by Amendment # 11 as recorded on June 21, 2006 in Instrument Number 2006000248303, and amended by Amendment # 12 as recorded on November 6, 2006 in Instrument Number 2006000420090, all in the Public Records of Lee County, Florida (the "Declaration"); and

WHEREAS, pursuant to Section 14.6 of the Declaration, the Declarant has the right to unilaterally amend the Declaration to modify or change provisions of the Declaration or any of its recorded exhibits.

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

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. Developer's Guarantee of Assessments. Section 4.3 of the Declaration shall be amended to indicate that the Developer guarantee of assessments shall expire on December 31, 2008.

3. Amendment as to Share of Assessments. Section 4.2 is hereby amended and restated in its entirety as follows:

Share of Assessments. Except as otherwise provided as to the Developer and certain mortgagees, each Parcel (and the Owner thereof) which has been submitted to the terms of this Declaration and which contains a Living Unit for which a final certificate of occupancy has been issued, shall be liable for its pro rata share of all annual and special assessments. A Parcel which has been submitted to the terms of this Declaration containing land or improvements for which a certificate of occupancy has not been issued, shall pay assessments equal to twenty percent (20%) of the assessments which are payable by Parcels containing a Living Unit for which a final certificate of occupancy has been issued. It shall be the responsibility of the Owner of any Parcel for which a certificate of occupancy has not been issued, to maintain said Parcel in a first-class condition, including mowing of grass on said Parcel, so that said Parcel shall be in the same condition as other Parcels for which certificates of occupancy have been issued. Any Parcel Owner who shall not maintain said Parcel as set forth herein shall be subject to having the Association or Master Association perform said maintenance on said Parcel and said Association shall charge said Owner for the cost of said maintenance. Any such costs shall have the same effect and be subject to the lien provisions as set forth in Article 4 of the Declaration. Any Common Area and any property dedicated to and accepted by any governmental authority or public utility shall be exempt from payment of assessments. The provisions of this Section 4.2 shall be effective on January 01, 2009.

4. Ratification. Except as to the modification set forth in this Amendment #13, all other terms and conditions of the Declaration, as amended, shall remain in full force and effect.

Sharon O'Brien
(Witness Sign Name)

Shanna O'Brien
(Witness Print Name)

[Signature]
(Witness Sign Name)

Karen L. LaFolore
(Witness Print Name)

HARBOURSIDE CUSTOM HOMES, INC., a
Florida corporation

By: [Signature]
Jerry E. Colton, CEO

STATE OF FLORIDA)
) §:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 13th day of November, 2008, by Jerry E. Colton, as CEO of Harbourside Custom Homes, Inc., a Florida corporation, who is personally known to me or who has produced _____ as identification.



Notary Public
KAREN L. LAFOLLETTE

NOTARY RUBBER STAMP SEAL
OR EMBOSSED SEAL

Printed Name
#DD630817
Commission No. 05/12/2011
Expiration Date

