

Fairway Bend Homeowners Association, Inc.

Pegasus Property Management
17595 S. Tamiami Trail, Suite 100
Fort Myers, Florida 33908
Phone: 239-454-8568
Fax: 239-454-5191

March 27, 2013

FILE COPY

Richard DeBoest II Esq.
Attorney at Law
2030 McGregor Blvd.
Fort Myers, FL 33901

Dear Richard:

Please file the enclosed certificate of amendment for the Declaration of Covenants for the Fairway Bend HOA.

Sincerely,



Steve Allen, CAM
Pegasus Property Management
for the Board of Directors

PREPARED BY:
RICHARD D. DeBOEST II, ESQ.
ATTORNEY AT LAW
2030 McGregor Blvd.
FORT MYERS, FL 33901
Tel: (239) 333-2992

CERTIFICATE OF AMENDMENT OF DECLARATION OF COVENANTS, AND
CONDITIONS
FOR
FAIRWAY BEND VILLAGE AT THE VINES

THE UNDERSIGNED being the President and Secretary of FAIRWAY BEND VILLAGE HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, do hereby certify that the attached Amendments to the Declaration of Covenants and Conditions for Fairway Bend Village at the Vines originally recorded in Official Record Book 2186, at Page 3035, et. seq., 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 at a members meeting called for that purpose at which a quorum was present held on the 18 day of March, 2013. Dated this 25 day of March 2013.

WITNESSES:

(Sign) Desmond V Keane
(Print) DESMOND KEANE

FAIRWAY BEND VILLAGE HOMEOWNERS ASSOC

(Sign) Joseph J. Henningsen
(Print) J.H. Henningsen

BY: Joe Houghtalen
President of the Association
Joe Houghtalen

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this _____ day of March 2013 by Joe Houghtalen as President of FAIRWAY BEND VILLAGE 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:



STEVE ALLEN
MY COMMISSION # EE 125948
EXPIRES: August 29, 2015
Bonded Thru Budget Notary Services

STATE OF FLORIDA (SEAL)

My Commission Expires:

WITNESSES:

(Sign) Desmond Keane
(Print) DESMOND KEANE

(Sign) Joseph H. Henningsen
(Print) J. H. Henningsen

FAIRWAY BEND VILLAGE HOMEOWNERS ASSOC

BY: Patti Herzmark
Secretary of the Association
Patti Herzmark

**STATE OF FLORIDA
COUNTY OF LEE**

The foregoing instrument was acknowledged before me this 25 day of March 2013 by Patti Herzmark as Secretary of FAIRWAY BEND VILLAGE 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:

Steve Allen
STATE OF FLORIDA (SEAL)

My Commission Expires:



STEVE ALLEN
MY COMMISSION # EE 125948
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PREPARED BY:
 RICHARD D. DeBOEST II, ESQ.
 ATTORNEY AT LAW
 2030 McGregor Blvd.
 FORT MYERS, FL 33901
 Tel: (239) 333-2992

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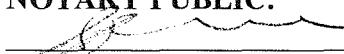
FAIRWAY BEND VILLAGE HOMEOWNERS ASSOC

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President of the Association
Joe Houghtalen

**STATE OF FLORIDA
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FAIRWAY BEND VILLAGE HOMEOWNERS ASSOC

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Secretary of the Association
Patti Herzmark

**STATE OF FLORIDA
COUNTY OF LEE**

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NOTARY PUBLIC:

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



STEVE ALLEN
MY COMMISSION # EE 125048
EXPIRES: August 29, 2015
Bonded Thru Budget Notary Services

GAD Goede, Adamczyk
& DeBoest, PLLC
ATTORNEYS AND PROFESSIONAL COUNSEL

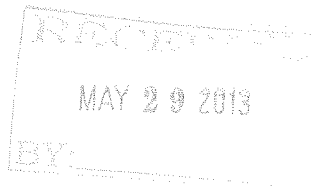
www.GAD-Law.com
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Mark E. Adamczyk
John C. Goede
Richard D. DeBoest, II

Steven J. Adamczyk
Todd B. Allen
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Jason R. Himschoot
David S. Schmitzer
Diane M. Simons
Chené M. Thompson
S. Kyla Thomson
Christopher J. Thornton
Margot J. Wainger
Danielle M. Zemola

May 28, 2013



Board of Directors
FAIRWAY BEND VILLAGE
HOMEOWNER'S ASSN., INC.
c/o Steve Allen, CAM
Pegasus Property Management
17595 South Tamiami Trail, #100
Fort Myers, FL 33908

Ré: Recorded Certificate of Amendment to the Declaration of Covenants and Conditions for Fairway Bend Village Homeowners Association, Inc.

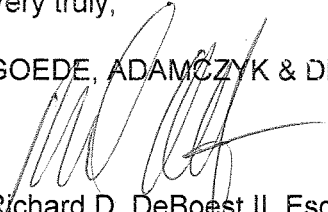
Dear Board Members:

Enclosed is the original, recorded Certificate of Amendment to the Declaration of Covenants and Conditions for Fairway Bend Village Homeowners Association, Inc. This was recorded in the Lee County Public Records on May 24, 2013, as Instrument #2013000122648. As this is the original recorded instrument, please take care to store it with the Association's official records in a safe place.

If you have any questions, please do not hesitate to contact me.

Very truly,

GOEDE, ADAMCZYK & DEBOEST, PLLC


Richard D. DeBoest II, Esq.
For the firm

RDDli:kg
Enclosure

8950 Fontana Del Sol Way, Suite 100
Naples, Florida 34109
239.331.5100 Phone
239.331.5101 Fax

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239.331.5100 Phone
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2030 McGregor Boulevard
Fort Myers, Florida 33901
239.333.2992 Phone
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PREPARED BY:
RICHARD D. DeBOEST II, ESQ.
ATTORNEY AT LAW
2030 McGregor Blvd.
FORT MYERS, FL 33901
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(Print) J. A. Henningsen

BY: Joe Houghtalen
President of the Association
Joe Houghtalen

STATE OF FLORIDA
COUNTY OF LEE

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NOTARY PUBLIC:



STEVE ALLEN
MY COMMISSION # EE 125948
EXPIRES: August 29, 2015
Bonded Thru Budget Notary Services

STATE OF FLORIDA (SEAL)
My Commission Expires:

WITNESSES:

(Sign) Desmond V Keane

(Print) DESMOND KEANE

(Sign) Joseph H. Henningsen

(Print) J. H. Henningsen

FAIRWAY BEND VILLAGE HOMEOWNERS ASSOC

BY: Patti Herzmark

Secretary of the Association

Patti Herzmark

**STATE OF FLORIDA
COUNTY OF LEE**

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NOTARY PUBLIC:

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



STEVE ALLEN
MY COMMISSION # EE 125948
EXPIRES: August 29, 2015
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AMENDMENTS TO THE
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
FAIRWAY BEND AT THE VINES

NOTE: Language being added is underlined and language being deleted is ~~struckthrough~~.

Declaration Amendment No. 1:

11.1.2 **INTEREST.** If any Assessment is not paid within ten (10) days after the due date, the Association shall have the right to charge the defaulting Owner a late fee of ~~ten five~~ five percent (5%) (~~10%~~) of the amount of the Assessment, or ~~Ten Twenty-Five Dollars (\$25.00)~~ (\$10.00), whichever is greater, plus interest at the then highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular Assessment, then the Assessment shall be due ten (10) days after written demand by the Association.

11.1.4 **LIEN FOR ASSESSMENTS.** The Association has a lien on each Lot for unpaid Assessments owed to the Association by the Owner of such Lot, and for late fees and interest, and for reasonable attorneys' fees incurred by the Association incident to the collection of the Assessment for enforcement of the lien, and all sums advanced and paid by the Association for taxes and payment on account of superior mortgages, liens or encumbrances in order to preserve and protect the Association's lien. The lien is effective from and shall relate back to the date the original Declaration was recorded ~~after recording a claim of lien~~ in the public records in the county in which the Lot is located, stating the description of the Lot, the name of the record Owner, and the amount due as of the recording of the claim of lien. However, as to first mortgages of record, the lien is effective from and after recording of the claim of lien in the public records. A recorded claim of lien shall secure all sums set forth in the claim of lien, together with all Assessments or other monies owed to the Association by the Owner until the lien is satisfied. The lien is in effect until all sums secured by it have been fully paid or until the lien is barred by law. The claim of lien must be signed and acknowledged by an officer or agent of the Association. Upon payment in full of all sums secured by the lien, the person making the payment is entitled to a satisfaction of the lien.

11.1.7 **SUBORDINATION OF LIEN.** Where any person obtains title to a Lot pursuant to the foreclosure of a first mortgage of record of an Institutional Lender, or where an Institutional Lender accepts a deed to a Lot in lieu of foreclosure of the first mortgage of record or such lender, such acquirer of title, its successors and assigns, shall ~~not~~ be liable for any Assessments ~~or~~ and for other monies owed to the Association which are chargeable to the former Owner of the Lot and which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof as provided in Section 720.3085, Florida Statutes, as amended

~~from time to time, unless the payment of such funds is secured by a claim of lien recorded prior to the recording of a foreclosed or underlying mortgage.~~ The unpaid Assessments or other monies are Common Expenses collectable from all of the Owners, including such acquirer and his successors and assigns. The new Owner, from and after the time of acquiring such title, shall be liable for payment of all future Assessments for Common Expenses and such other expenses as may be assessed to the Owner's Lot. Any person, except the holder of a first mortgage who is entitled to the safe harbor found in Section 720.3085, Florida Statutes as amended, who acquires a Lot (~~except through foreclosure of a first mortgage of record of an Institutional Lender, or deed in lieu thereof~~) including, without limitation, persons acquiring title by sale, gift, devise, operation of law or by purchaser at a judicial or tax sale, shall be liable for all unpaid Assessments and other monies due and owing by the former Owner to the Association, and shall not be entitled to occupancy of the Unit or enjoyment of the Common Areas, or of the recreational facilities as same may exist from time to time, until such time as all unpaid Assessments and other monies have been paid in full.

8

CERTIFICATE OF AMENDMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS OF THE FAIRWAY BEND VILLAGE AT THE VINES

INSR # 4871935 OR BK 3253 PG 0738 RECD 05/09/00 02:37 PM CHARLIE GREEN, CLERK OF COURT, LEE COUNTY DEPUTY CLERK A JANKE

Notice is hereby given that at a duly called meeting of the members, held on March 13, 2000, by more than a sixty-seven percent vote of the voting interest of the Association, Section 5, Paragraphs 1.1 and 2.1 for Fairway Bend Village at the Vines, as originally recorded in O.R. Book 2186, Page 3039 & 3040, of the Records of Lee County, Florida, are hereby amended as attached hereto.

EXECUTED this 10 day of APRIL, 2000.

(Corporate Seal) FAIRWAY BEND VILLAGE HOMEOWNER'S ASSOCIATION, INC. A FLORIDA NOT-FOR-PROFIT CORPORATION

ATTEST:

Signature of William T. Tilling, Jr., President of Fairway Bend Village Homeowner's Association, Inc.

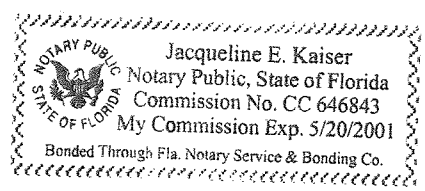
Signature of Herman Brummett, Secretary

STATE OF FLORIDA COUNTY OF LEE

The foregoing was acknowledged before me this 10 day of APRIL, 2000, by WILLIAM F. TILLING, JR., as President and HERMAN BRUMMETT, as Secretary of Fairway Bend Village Homeowners Association, Inc. who are personally known to me.

SWORN TO AND SUBSCRIBED before me this 10 day of APRIL, 2000.

Signature of Notary Public Jacqueline E. Kaiser



JACQUELINE E. KAISER Typed / Printed Name of Notary

FAIRWAY BENDS AT THE VINES

PROPOSED AMENDMENT DECLARATION OF COVENANTS AND RESTRICTIONS

New language indicated by underlining.

Deleted language indicated by ~~strike through~~.

5 . 1 . 1 COMMON AREAS. The Association shall maintain all Common Areas or other areas for which the duty to maintain has been delegated to and accepted by the Association, and all paving, parking areas, landscaping, exterior painting of units and improvements contained thereon from time to time.

5 . 2 . 1 The maintenance of the exterior of each Unit is the responsibility of the Owner, including but not limited to ~~repainting~~, roof repair, repaving, and maintenance and replacement of exterior appurtenances, accessories, and decorative features. The obligation of the Owner to maintain, repair, and replace shall be performed so as to maintain his Unit in the same manner and to replace items as needed with the same or similar materials and of like size, color and quality as the original. No exterior maintenance shall be initiated without the prior express written approval of the Board, except in emergencies. The Board shall require all exterior maintenance to be accomplished in a manner such that the character of the development is maintained. The color and quality of all paint, fencing, walls, and roof materials shall be approved by the Board of Directors so as to maintain uniformity and the aesthetic quality of the development.