

Instrument Prepared by and Return to:
Stephen C. Booth, Esquire
Booth and Cook, P.A.
7510 Ridge Road
Port Richey, FL 34668

**FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS
AND ASSESSMENTS
FOR
BELLEAIR GRANDE OF CLEARWATER**

THIS FIRST AMENDMENT is made on the date hereinafter set forth by **Belleair Grande L.P.**, a Florida limited partnership, hereinafter referred to as "Developer" and "Owner".

WITNESSETH:

WHEREAS, on the 19th day of August, 2016, Developer and Owner executed that certain Declaration of Covenants, Conditions, Restrictions, Easements and Assessments (hereinafter referred to as "Declaration") for **BELLEAIR GRANDE OF CLEARWATER**, a subdivision of Pinellas County, Florida, which Declaration is recorded in OR Book 19310, Pages 1083 through 1122 inclusive, Public Records of Pinellas County, Florida.

NOW, THEREFORE, in consideration of the foregoing, said Declaration is amended as follows:

1. ARTICLE I. DEFINITIONS: "Area of Common Responsibility" Paragraph shall be replaced with the following:

Area of Common Responsibility shall mean and refer to the Common Area together with those areas and improvements, if any, upon a lot, the maintenance, repair or replacement of which is the responsibility of the Association. All Common Areas, together with easements over lots shall be Areas of Common Responsibility, provided, however, that the Association shall not be responsible for planting or maintaining grass or shrubs within any easement which crosses a lot other than as set forth in Paragraph 4.9.

2. ARTICLE IV - RIGHTS & OBLIGATIONS OF THE ASSOCIATION, Paragraph 4.9 shall be replaced with the following:

Wall, Fence, Landscaping and Irrigation. There will be a wall and/or fence, entry and landscaping around parts of the Subdivision and the Association shall have the responsibility for maintaining this wall, and/or fence, gate/keypad and landscaping. As shown on the Plat or separate easement deed, the Association will be granted easements for access to the walls, fences and landscaping for maintenance purposes. On those lots that have retaining walls, the Homeowners Association shall be responsible for all maintenance of the retaining walls.

An irrigation system and landscaping shall be installed in various portions of the Common Areas of the subdivision and also located in the rear of the lots within the drainage easements. The

association shall have the responsibility of maintaining this landscaping and irrigation system. As shown by easement deed, the Association shall have access to the easements on the lots for maintenance of the landscaping and irrigation system. No portion of the irrigation system or landscaping shall be added to or removed from the easement area by anyone other than the Homeowners Association except as set forth herein. In the event that the County must service the drainage system within the easement which requires any removal or disturbance of the irrigation system or landscaping, access shall be granted and it shall be the responsibility of the Association to remove and replace the landscaping and irrigation system as needed.

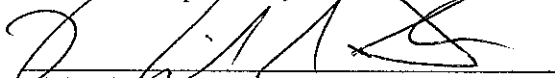
There shall be a master water meter located in the common area to provide irrigation for all of the common areas and for each of the lots within the subdivision. The Homeowners Association shall be responsible to control the timer on the well as well as the maintenance of all of the equipment related thereto. Individual Owners shall have no right to increase, decrease or alter the watering days or times for their respective Lots and shall not install any other devices to alter the timing for watering as controlled by the master meter.


IN WITNESS WHEREOF, the undersigned, being the Developer and Owner named herein, has executed this First Amendment to Declaration of Covenants, Conditions, Restrictions, Easements and Assessments for Belleair Grande of Clearwater this 2nd day of November, 2016.


DEVELOPER/OWNER

Belleair Grande L.P., a Florida limited partnership

BY: River Crossing Development Co., Inc.,
a Florida Corporation, its' General Partner

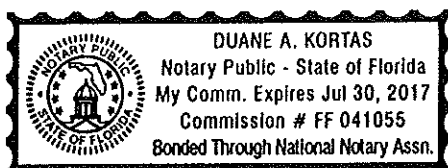

Richard J. Deeb, II, President


Print Name: DUANE A. KORTAS


Print Name: Carol A. Cannon

STATE OF FLORIDA
COUNTY OF Pinellas

I HEREBY CERTIFY that on this 2nd day of November, 2016, an officer duly qualified to take acknowledgments, personally appeared **Richard J. Deeb, II** as **President of River Crossing Development Co., Inc., General Partner of Belleair Grande L.P.**, who is personally known to me and who did not take an oath.




Notary Public