

This instrument prepared by and should)
be returned to:)
)
Elizabeth A. Lanham-Patrie, Esquire)
Becker & Poliakoff, P.A.)
111 North Orange Ave.)
Suite 1400)
Orlando, FL 32801)
(407) 875-0955)
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**CERTIFICATE OF FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BELLA NOTTE AT VIZCAYA PHASE THREE**

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Bella Notte at Vizcaya Phase Three was originally recorded at Official Records Book 6637, Page 6469 of the Public Records of Orange County, Florida (“Declaration”); and

WHEREAS, Article XI, Section 1 of the Declaration provides that the Declaration shall be amended, if by vote, by the affirmative vote of two thirds (2/3) of the votes of the Members who shall be present in person or by proxy at a meeting duly called; and

WHEREAS, notice of the Members’ Meeting and a written copy of the proposed amendment to be adopted by vote were furnished to the owners at least thirty (30) days, but not more than ninety (90) days, prior to the meeting where the amendment was approved; and

WHEREAS, this recitation is conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely on said recitation in such recorded certificate.

NOW THEREFORE, Article X, Section 2 and Article XI, Section 1 of the Declaration are hereby amended as follows:

ARTICLE X

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RESTRICTIVE COVENANTS

* * *

Section 2. Use of Residential Units. Except as permitted by Section 5 of Article IV, each Residential Unit shall be used for residential purposes only, and no trade or business of any kind may be carried on therein. The use of a portion of a Residential Unit as an office by an Owner or other occupant shall not be considered to be a violation of this covenant if such use is lawful and does not create regular customer, client or employee traffic. Lease or rental of a Residential Unit for residential purposes shall also not be considered to be a violation of this covenant so long as the lease (a) is for not less than the entire dwelling and all the improvements thereon, and (b) is otherwise in compliance with rules and regulations as may be promulgated and published from time to time by ~~Declarant~~ **the Board** and the ARB. All such leases or rental agreements shall be required to be in writing, and, ~~upon request, the Owner shall provide the Declarant and ARB with~~ copies of such lease or rental agreement **shall be provided to the Board and managing agent.**

The Board shall have the authority to approve all leases and renewals thereof, which authority may be delegated to a committee or managing agent. The Board shall have the authority to promulgate or use a uniform lease application and require such other information from the proposed tenant as it deems appropriate. The Board shall have the right to delegate the screening of proposed tenants to a committee, a managing agent, or a tenant-screening entity. The Association may charge a fee for consideration of lease applications, which fee shall be in an amount determined by the Board but not exceeding the maximum permitted by law per transaction. The Board may require an interview of any proposed Tenant, spouse and all proposed Occupants of a Parcel as a condition for approval. No sub-leases shall be allowed.

The Board shall have the authority to promulgate, and thereafter modify from time to time, rules and regulations concerning the leasing of Residential Units, including, but not limited to, maximum occupancy, leasing terms, and the leasing and screening process.

ARTICLE XI

Section 1. Amendments by Owners. Except as to provisions relating to amendments set forth herein regarding certain specific items and the method of amending or altering same, and other provisions, covenants, or restrictions set forth herein may be amended in accordance with this provision. The holders of at least ~~two-thirds (2/3)~~ **a majority** of the votes in the Association, without regard to class may change or amend any provision hereof (1) by executing a written instrument in recordable form setting forth such amendment, or (2) by causing a certified copy of a ~~duly adopted~~ **duly adopted at a Members' meeting** to be recorded in the Public Records of Orange County, Florida. A proposed amendment may be initiated by ~~Declarant~~, the Association, or by petition signed by ten percent (10%) of the Owners. If a proposed amendment is to be adopted by vote, a written copy of the proposed amendment shall be furnished to each Owner at least thirty (30) days but not more than ninety (90) days prior to the meeting to discuss the proposed amendment. If adopted by vote, affirmative vote required for adoption shall be ~~two-thirds (2/3)~~ **at least a majority** of the votes of the Members (without regard to class) who shall be present in person or by proxy at a meeting duly called, and the recorded certificate shall contain a recitation that notice was given as above set forth and said recitation shall be conclusive as to all parties, and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded certificate. The amendment shall be effective upon recordation of the executed amendment or the certified copy of the duly adopted resolution among the Public Records of Orange County, Florida.

~~So long as Declarant shall own any lands within the Properties, no Declarant-related amendment shall be made to this Declaration, any Supplemental Declaration, or to the Articles or Bylaws of the Association unless such amendment is first approved in writing by Declarant. Any amendment shall be deemed to be Declarant-related if it does any of the following:~~

- ~~(a) directly or indirectly by its provisions or in practical application relates to Declarant in a manner different from the manner in which it relates to other Owners;~~
- ~~(b) modifies the definitions provided for by Article I of this Declaration in a manner which alters Declarant's rights or status;~~
- ~~(c) modifies or repeals any provision of Article II of this Declaration;~~
- ~~(d) alters the character and rights of membership as provided for by Article III of this Declaration or affects or modifies in any manner whatsoever the rights of Declarant as a Member of the Association;~~
- ~~(e) alters any previously recorded or written agreement with any public or quasi-public agencies, utility company, political subdivisions, public authorities, or other similar agencies or bodies, respecting zoning, streets, roads, drives, easements, or facilities;~~
- ~~(f) denies the right of Declarant to convey Common Property to the Association;~~
- ~~(g) denies the right of Declarant to convey The Esplanade to the Esplanade Maintenance Associations;~~
- ~~(h) modifies the basis or manner of assessment as applicable to Declarant or any lands owned by Declarant;~~
- ~~(i) alters or repeals any of Declarant's rights or any provision applicable to Declarant's rights as provided for by any provision of this Declaration or any Supplemental Declaration;~~

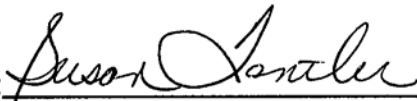
No amendment shall be made to this Declaration, any Supplemental Declaration, or to the Articles or Bylaws of the Association, without the written consent of all affected mortgagees with respect to any amendment which would materially and adversely affect any rights accorded to such mortgagee hereunder or any security, title or interest of any mortgagee of a Residential Unit, and such amendment shall be valid only upon the written consent thereto of all such mortgagees so affected.

Executed at Orlando (city), Orange County, Florida, on this the 7th day of November, 2016.

Signed and deliver
in the presence of:

**BELLA NOTTE HOMEOWNERS
ASSOCIATION, INC.**

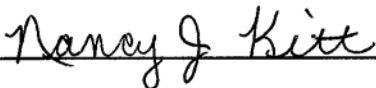


By: 

Printed Name: A. Ross Kitt

Printed Name: Susan Tentler

Title: President



Address: 8260 Via Verona

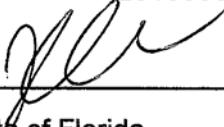
Printed Name: Nancy J. Kitt

Orlando, FL. 32836

(CORPORATE SEAL)
STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 7th day of November, 2016, by Susan Tentler, as President of **BELLA NOTTE HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. He/she [] is personally known to me or [] has produced _____ as identification.

WITNESS my hand in the County and State last aforesaid on this 7th day of November, 2016.



Commission No.: Aug. 5, 2020

Notary Public-State of Florida

My Commission # GG 012831

Expires: 8-5-20

Print Name: J Garth Olson

ACTIVE: B23062/351073:9049969_1_BPATRIE

