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Palm Beach County, Florida
AMT
Joseph Abruzzo
Clerk
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THIS INSTRUMENT PREPARED BY AND
UPON RECORDATION RETURN TO:

JEFF COOPERMAN, ESQ.
SOLOMON, COOPERMAN & RECONDO, LLP
1101 BRICKELL AVENUE, SUITE N1101
MIAMI, FLORIDA 33131

FIRST AMENDMENT TO DECLARATION FOR BELLASERA

THIS FIRST AMENDMENT TO DECLARATION FOR BELLASERA (this "**First Amendment**") is made by LENNAR HOMES, LLC, a Florida limited liability company ("**Developer**"), and joined in by BELLASERA HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation.

RECITALS

A. Developer recorded that certain Declaration for Bellasera on November 7, 2018, in Official Records Book 30232, at Page 1645 of the Public Records of Palm Beach County, Florida (the "**Declaration**") respecting the community known as Bellasera.

B. Pursuant to Section 4.3 of the Declaration, prior to and including the Turnover Date (as defined in the Declaration), Developer shall have the right to amend the Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever.

C. The Turnover Date has not yet occurred.

D. Developer wishes to amend the Declaration to modify the same as set forth herein.

NOW THEREFORE, Developer hereby declares that every portion of Bellasera is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment.

2. Conflicts. In the event that there is a conflict between this First Amendment and the Declaration, this First Amendment shall control. Whenever possible, this First Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

4. Formatting. In this First Amendment, words in the text which are lined through (~~————~~) indicate deletions from the present text of the Declaration; words in the text which are underlined indicate additions to the present text of the Declaration.

5. Setback. Section 13.1 of the Declaration is hereby modified as follows:

> 13.1 Alterations and Additions. No material alteration, addition or modification to a Lot or Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. Notwithstanding the foregoing, any pavers and/or decks installed upon the yard of a Home or any portion thereof (including Front Yards and back and side yards) shall be set back from the property line at least five (5) feet.

6. Fences, Walls and Screens. Section 13.15 of the Declaration is hereby modified as follows:

13.15 Fences, Walls and Screens. No walls or fences shall be erected or installed without prior written consent of the ACC. ~~No fence shall extend closer to the front corner of a Home than the midpoint of the front corner and rear corner of the Home, and in no event, in front of the front door of an adjacent Home.~~ All enclosures of balconies or patios including, without limitation, addition of vinyl windows and decks shall require the prior written approval of the ACC. All fencing of a Home shall be four (4) feet and made of bronze aluminum rail. No chain link or wood fencing shall be permitted within Bellasera. It is anticipated that for those Lots bordering the perimeter of Bellasera, the rear Lot line may be the same as the Bellasera perimeter line or that only a three (3) foot wide area will separate the rear yard Lot line and the perimeter fence in the Common Areas. In light of the foregoing, Owners of any such border Lots shall not be entitled to enclose the rear Lot line of their Lots, but rather, shall only be permitted to extend any approved fencing on the sides of their respective Homes/Lots to meet the perimeter fence in the Common Area. To the extent the rear yard of any Lot is enclosed, the Owner of such Lot shall be obligated to ensure that the Association has unfettered access through such rear yard to repair, replace, maintain, or otherwise address issues relating to the perimeter fence. To the extent any Common Area is enclosed in any fencing that is required to meet the perimeter fence of Bellasera, the Owner of the Lot enclosing such Common Area shall be obligated to maintain such Common Area as if it were part of his or her Lot

7. Garages. Section 13.17 of the Declaration is hereby modified as follows:

13.17 Garages. Some, but not all, Homes may have their own garage. The conversion of any garage into a general living area within Bellasera shall be prohibited. Garage doors may be left open during use for vehicular and pedestrian ingress and egress, in addition to other uses, and while performing activities in and around the garage, Home or Lot, so long as such additional uses and activities do not become a nuisance. At all other times, garage doors shall remain closed ~~at all times except when vehicular or pedestrian access is required~~.

8. Resolution of Disputes. Section 22.12 of the Declaration is hereby deleted in its entirety and replaced as follows (Substantial rewording. See governing documents for current text):

22.12 Resolution of Disputes. All claims, disputes and other matters in question between the Association, any Owner and the Developer and/or any Builder arising out of or relating to this Declaration or any alleged the breach of any terms or conditions hereof, the transition of Association control or any alleged failures relating thereto, or any other matter contemplated under this Declaration, shall be decided by mandatory and binding arbitration in accordance with the rules of the American Arbitration Association ("**AAA**") currently in effect unless the parties mutually agree otherwise. The following procedures shall apply:

22.12.1 Demand for arbitration shall be filed in writing with the other party or parties subject to the Declaration and with the AAA. A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations. "Construction Rules" will be utilized in any arbitration proceeding under this Section.

22.12.2 No arbitration arising out of or relating to this Declaration shall include, by consolidation, joinder or any other manner, an additional person or entity not a party to this Declaration, except by written consent containing a specific reference to this Declaration signed by the parties hereto and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented by the parties to this Declaration shall be specifically enforceable in accordance with applicable law and any court having jurisdiction thereof.

22.12.3 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

22.12.4 All filing fees and AAA costs associated with the arbitration itself shall be paid for by the party who files the notice of arbitration; provided, however, that all such expenses shall be recovered by the filing party in the event such party prevails. Any issues regarding who is the prevailing party shall be determined by the arbitration panel. The prevailing party also shall recover from the non-prevailing party all attorneys' fees and costs, including fees and costs for legal assistants and expert witnesses, and including all fees and costs incurred relative to any challenge or appeal of the arbitration award, or confirmation by a court of law.

22.12.5 If and only to the extent a matter arising under this Declaration cannot be resolved by arbitration pursuant to this Section, the prevailing party shall be entitled to collect from the non-prevailing party reasonable attorneys' fees and costs at the trial level and at all levels of appeal. In such event, to the maximum extent permitted by law, each of the Developer, Association, Builders, and Owners, voluntarily, intentionally and irrevocably waive all right to trial by jury in respect of any action, proceeding, or counterclaim (whether based on contract, tort, or otherwise) arising out of or related to any of the provisions of this Declaration, or any course of conduct, course of dealing, statements (whether oral or written) or actions of any party hereto or to any document pertaining to this Declaration. This provision is a material inducement of all parties taking title to real property subject to this Declaration. The parties hereby submit to the jurisdiction of the Civil Courts of the State of Florida and the United States District Courts located in the State of Florida in respect of any suit or other proceeding brought in connection with or arising out of this Declaration and venue shall be in the County.

9. FHA/VA/USDA. Section 26.4 of the Declaration is hereby modified as follows:

26.4 Exceptions. The foregoing provisions of this Section shall not apply to a transfer or purchase by an Institutional First Mortgagee or other approved mortgagee which acquires its title as the result of owning a mortgage upon the Home concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successor in title or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by an Institutional First Mortgagee or other approved mortgagee which so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Lot at a duly advertised public sale with open bidding which is provided by law including, but not limited to, an execution sale, foreclosure sale, judicial sale or tax sale. The provisions of this Section shall not apply to Developer. Notwithstanding any inconsistent or contrary provision, or portion thereof, in this Declaration, if there are any FHA, VA or USDA insured loans affecting a Lot, and only for so long as any such loans affect the Lot, any provisions, or portions thereof, in this Declaration on renting, subleasing, or reconveyance that violate any FHA, VA or USDA requirements shall not apply to such Lot or its Owner.

10. Interpretation. Section 27.2 of the Declaration is hereby modified as follows:

27.2 Interpretation. The Board shall be responsible for interpreting the provisions hereof and of any of the exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of counsel that any interpretation adopted by Association is not unreasonable shall conclusively establish the validity of such interpretation. Article, section, and paragraph captions, headings and titles inserted throughout the Association Documents are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of the Association Documents. Whenever the context so requires or permits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

Additional text and signatures appear on the following page

11. Covenant. This First Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned, being Developer under the Declaration, has hereunto set its hand and seal this 16 day of June, 2021.

WITNESSES:

Print Name: Tyler Dunsmore

Print Name: T.R. Beer

LENNAR HOMES, LLC, a Florida limited liability company

By:
Name: Michael Meyers
Title: Vice President

[SEAL]

STATE OF FLORIDA)
) SS.:
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 16 day of June, 2021, by Michael Meyers, as Vice President of LENNAR HOMES, LLC, a Florida limited liability company. He/she is personally known to me or produced ___ as identification, on behalf of the company.

My commission expires:

NOTARY PUBLIC, State of Florida at Large

Print Name: Lois A. Clay

Notary Public State of Florida
Lois A. Clay
My Commission HH 134150
Expires 05/25/2025

JOINDER

BELLASERA HOMEOWNERS ASSOCIATION, INC.

BELLASERA HOMEOWNERS ASSOCIATION, INC. ("**Association**") does hereby join in the First Amendment to Declaration for Bellasera (the "**First Amendment**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the First Amendment as Association has no right to approve the First Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 16 day of June, 2021.

WITNESSES:

Print Name: Mickey Rudick

Print Name: Mickey Rudick

BELLASERA HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By: _____
Name: T.R. Beer
Title: President

[SEAL]

STATE OF FLORIDA)
) SS.:
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 16 day of June, 2021 by T.R. Beer, as President of BELLASERA HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation. He is personally known to me or produced _____ as identification, on behalf of the corporation.

My commission expires:

Notary Public State of Florida
Lois A. Clay
My Commission HH 134150
Expires 05/25/2025

NOTARY PUBLIC, State of Florida at Large
Print Name: Lois A. Clay