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Palm Beach County, Florida
AMT
Joseph Abruzzo
Clerk
Pgs 0104-0107; (4Pgs)

THIS INSTRUMENT PREPARED BY AND
UPON RECORDATION RETURN TO:

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

# SECOND AMENDMENT TO DECLARATION FOR BELLASERA

THIS SECOND AMENDMENT TO DECLARATION FOR BELLASERA (this "**Second 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 "**Original Declaration**") respecting the community known as Bellasera. On June 23, 2021, Developer recorded that certain First Amendment to Declaration for Bellasera in Official Records Book 32614, at Page 1651 of the Public Records of Palm Beach County, Florida (the "**First Amendment**"). The Original Declaration and the First Amendment shall hereinafter be collectively referred to as the "**Declaration**".

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 Second Amendment.

2. Conflicts. In the event that there is a conflict between this Second Amendment and the Declaration, this Second Amendment shall control. Whenever possible, this Second 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 Second 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. Irrigation. Section 13.21 of the Declaration is hereby modified as follows:

> 13.21 Irrigation. The water used in the Association irrigation system is not suitable for drinking or water sports. Children and pets should not play in such water. Such water shall not be used by Owners to irrigate lawns. Due to water quality, irrigation

systems may cause staining on Homes, other structures, paved areas, or vehicles. It is each Owner's responsibility to treat and remove any such staining. Association may require from time to time, that Owners adopt systems to prevent stains (e.g., automatic deionization systems). The yard of each Lot or Home may be equipped with irrigation lines, depending on the model of the Home. Developer is not providing any irrigation to the Homes. Owners of Homes backing up to the eastern boundary of Bellasera may, subject to prior written consent of the ACC and the prior written approval from all applicable governmental entities/authorities, draw water from the canal lying to the east of Bellasera for irrigation purposes. No other Owner whose Lot or Home adjoins a lake, canal, or waterway, if any, including, without limitation, internal Bellasera lakes, canals or waterways outside of Bellasera, may utilize ~~the~~ any such lake, canal or waterway to irrigate unless so provided by Developer as part of original construction, subject to applicable permitting. Use of waterbody water, if any, by Owners is prohibited and is at the Owner's sole risk. Association and Club Owner may use waterways to irrigate Common Areas, subject to applicable permitting and Developer shall not be liable for same. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. Developer, Association, and/or Club Owner, shall have the right to use one or more pumps to remove water from waterbodies for irrigation purposes at all times, subject to applicable permitting. Developer may utilize a computerized loop system to irrigate the Common Areas and/or Lots or Homes. Any computerized loop irrigation system that is not specifically the maintenance obligation of an Owner, shall be the maintenance obligation of Association and shall be deemed part of the Common Areas.

6. Wells. Section 13.44 of the Declaration is hereby modified as follows:

13.44 Wells. Wells are not permitted within Bellasera without the prior written consent of the ACC and the prior written permitting and approval of all applicable governmental entities/authorities. No ACC consent or approval shall be available until or unless the written approval/permit from all applicable governmental entities/authorities has been provided to the ACC.

***Additional text and signatures appear on the following page***

7. Covenant. This Second 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 6 day of May, 2022.

**WITNESSES:**

Print Name: J. R. Beer

Print Name: TEO ALTAMA

**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 6 day of May, 2022, 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: _____

Notary Public State of Florida
Kim Puia
My Commission GG 958074
Expires 02/12/2024

## JOINDER

## BELLASERA HOMEOWNERS ASSOCIATION, INC.

BELLASERA HOMEOWNERS ASSOCIATION, INC. ("**Association**") does hereby join in the Second Amendment to Declaration for Bellasera (the "**Second 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 Second Amendment as Association has no right to approve the Second Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 6 day of May, 2022.

**WITNESSES:**

Print Name: TED ACCARDA

Print Name: DAVID POND

**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 6 day of May, 2022 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 at Large
Print Name: _____

Notary Public State of Florida
Kim Puia
My Commission GG 958074
Expires 02/12/2024