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This Instrument Prepared by and Return to:

Michael A. Ungerbuehler, Esquire
 Law Offices of John L. Di Masi, P.A.
 801 N. Orange Avenue, Suite 500
 Orlando, Florida 32801



761-001

RECORDING FEES 44.00

**AMENDMENT TO
 SUPPLEMENT TO
 BELLECHASE MASTER DECLARATION OF COVENANTS AND RESTRICTIONS AND
 DECLARATION OF COVENANTS AND RESTRICTIONS
 FOR OAK HAMMOCK AT BELLECHASE**

THIS FIRST AMENDMENT TO SUPPLEMENT TO BELLECHASE MASTER DECLARATION OF COVENANTS AND RESTRICTIONS AND DECLARATION OF COVENANTS AND RESTRICTIONS FOR OAK HAMMOCK AT BELLECHASE ("Amendment") is made and entered into this 24 day of October, 2007, by B-T ONE, LLC, a Florida limited liability company (hereafter, the "Developer").

WITNESSETH

WHEREAS, the Supplement to Bellechase Master Declaration of Covenants and Restrictions and Declaration of Covenants and Restrictions For Oak Hammock at Bellechase was recorded on June 27, 2007, in Official Records Book 4827, Pages 675, et. seq., Public Records of Marion County, Florida (the "Oak Hammock Declaration"); and

WHEREAS, Article 12, Section 12.1 of the Oak Hammock Declaration gives Developer the authority to amend the Oak Hammock Declaration without the consent or approval of any Owner or Mortgagee.

NOW THEREFORE, the Developer hereby amends the Oak Hammock Declaration as follows:

1. **Recitals.** The above-mentioned Recitals are hereby incorporated and made a part of this Amendment as if more fully set forth herein.

2. **Applicability.** The terms, covenants, conditions and requirements of this Amendment shall be retroactively applied from the date of recording the Oak Hammock Declaration to all Owners within the Association.

3. **Amendment.** The Oak Hammock Declaration is amended and modified as follows:

a. Article 8 is hereby amended as follows (additions are indicated by underlining; deletions are indicated by strikeouts):

Section 8.11. **Garages.** Each Residence shall have (i) an attached garage; or (ii) if approved in writing by the ARB, a detached garage, designed for storage of at least two (2) automobiles. In order to maintain a harmonious and aesthetic appearance, the garage doors shall remain closed except when in actual use to allow ingress and egress into the garage.

Section 8.16. **Signs.** Except for one (1) sign (not to exceed eight inches (8")) in length and

six inches (6") in height) provided by a contractor for security services and displayed within ten feet (10') of any entrance to the Residence, no commercial sign or other sign of any nature shall be erected or maintained on any Lot or Residence, including within or upon any vehicle parked on such Lot, within public view except as may be required by legal proceedings. The ARB will not grant permission for said signs unless their erection is reasonably necessary to avert serious hardship to the Owner. Such prohibition shall apply to commercial real estate signs advertising a particular Lot or Residence for sale or for rent, except for commercial real estate signs of a size, shape, color and format approved by the ARB. To assure uniformity of appearance throughout the Bellechase Planned Unit Development the ARB may require that all such signs are identical in appearance, with the exception of a designation of the name and phone number of the real estate agent. If permission is granted for any other signage, the ARB shall have the right to restrict size, color, and content of such signs. Property identification and like signs exceeding a combined total of more than one (1) square foot may not be erected (or affixed to a Residence) without the written permission of the ARB. Campaign or political signs are permitted so long as the same do not exceed 18 inches by 30 inches. No homesite may display, however, more than one sign for any individual political candidate and campaign or political signs may not be displayed more than three weeks prior to the election to which the signs are related and must be removed within one week after said election. These restrictions shall not apply to restrict the Developer from erecting such signs as the Developer deems in its sole discretion to be necessary to assist the Developer in selling any Lot or Residence. An Exclusive Builder may erect signs to assist in (i) advertising any model home(s) owned; and/or (ii) selling any Lot or Residence owned, by such Exclusive Builder, provided such signs are first approved in writing by the ARB.

Section 8.17. Exterior Maintenance. Each Owner shall be responsible for properly maintaining such Owner's Lot and the exterior of such Owner's Residence thereupon, including without limitation and by way of example only, (i) any and all lawn, landscaping and vegetation; (ii) any and all structures and/or improvements; (iii) any and all maintenance, repair or replacement required due to the occurrence of any fire, wind, vandalism or other casualty; (iv) the driveway upon such Lot. In the event any Owner fails, refuses or neglects to provide such maintenance, the Association shall have the right, but not the duty, to provide all such exterior maintenance including repairs to walls and roofs, painting, landscaping and lawn maintenance for any areas not walled or fenced in for use as a patio. The Association shall have the right to make reasonable repairs and perform reasonable maintenance in its sole discretion, after notice to an Owner of a Residence to perform maintenance and failure by the Owner to perform said maintenance. Any and all costs incurred by the Association in performing repairs and maintenance under this Section shall be paid out by the Owner. If the Owner fails to pay, then the Association shall have the right to impose a Special Assessment against said Owner to pay for the cost of repairs and replacements, the imposition of which shall not be construed as a fine. Such Assessment shall in every respect constitute a lien on the Lot or Residence as would any other Assessments by the Association. The Association shall have the right to enter upon any Lot or upon the exterior of any Residence for the purpose of providing repairs and maintenance as provided in this Section, and any such entry by the Association or its agent shall not be deemed a trespass. The Owner shall indemnify and hold harmless the Association and/or its agents from any and all damages, costs, expenses and/or liabilities arising out or related to the Association's exercise of its rights hereunder this Section 8.17. No such entry shall be made without prior written notice mailed to the last known address of the Owner advising him that unless corrective action is taken within ten (10) days the Association will exercise its right to enter the Property Lot pursuant to this Section.

Section 8.18. Allowable Trim and Decoration. No Owner or tenant of an Owner shall

install shutters, awnings, or other decorative exterior trim, except small exterior decorations ~~such as that consist of~~ address plates and name plates, ~~which shall not exceed the sign limitations set forth in Section 8.16 above~~, without the prior written consent of the ARB. All other outside decorations and ornaments, whether affixed to the Residence or placed elsewhere on the Lot, are prohibited, unless approved by the ARB in writing. This restriction shall not apply to seasonal decorations from two weeks prior to the holiday to which the decorations are related until one week after said holiday, and to flag poles which may not, however, extend higher than the roof of the Residence and must be affixed to the Residence.

Section 8.23. **Vehicles.** All (i) automobiles; (ii) vans constructed as private passenger vehicles with permanent rear seats and side windows, and (iii) other vehicles manufactured and used as private passenger vehicles (collectively, "Private Passenger Vehicles"), ~~including motorcycles and all terrain vehicles~~, shall be parked within the Property overnight within an enclosed garage unless all spaces for Private Passenger Vehicles within the enclosed garage, of which there must be at least two (2) pursuant to Section 8.11 above, are occupied by a Private Passenger Vehicle, commercial vehicles, recreational vehicles, camper, trailer, or boat. In particular and without limitation, no vehicle shall be parked outside of a Residence overnight without the prior written consent of the Association if commercial lettering or signs are painted to or affixed to the vehicle, or if the vehicle is a truck, recreational vehicle, camper, trailer, boat or other than a Private Passenger Vehicle ~~as specified above~~. No trucks, boats, recreational vehicles, campers, trailers, motorcycles, or all terrain vehicles may be parked outside the Residence at any time except for temporary parking while providing services to the Residence or the Property. The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while providing services to the Property. All vehicles parked within the Property must be in good condition, and no vehicle which is unlicensed or which cannot operate on its own power shall remain within the Property for more than twenty-four (24) hours, and no major repair of any vehicles shall be made on the Property. Motorcycles are not permitted except with the prior written consent of the Association, which may be withdrawn at any time in the Association's sole discretion ~~and any~~ Any permitted motorcycle shall be equipped with appropriate noise muffling equipment so that the operation of same does not create an unreasonable annoyance to the residents of the Property. No vehicle shall park on any lawns, or sidewalks or any Common Areas within the Property or Properties (as defined in the Master Declaration) other than the driveways and garages of the Lots. Nothing within this Section 8.23 shall be construed so as to apply to any emergency services vehicles.

Section 8.25. **Recreational Equipment.** Except as permitted by the Association, there shall be no temporary athletic equipment (e.g., hockey or soccer nets or goals; skateboard, bicycle or rollerblade ramps, etc.) placed on any portion of the Property. All permanent recreational equipment, including but not limited to swing sets, swings, sandboxes, and trampolines, shall be located in the Rear Yard. Any other recreational equipment shall be kept within the Residence except when in use, except for a single basketball pole and hoop which may be erected adjacent to the driveway serving the Residence.

Section 8.38. **Leases.** All leases of Lots and/or Residences shall be restricted to residential use. All leases shall be in writing and shall provide that the Developer shall have the right to terminate the lease upon the default by the tenant in observing any provisions of the Master Declaration, this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations.

Each lease shall contain the following provision:

The lessee hereby acknowledges that this lease is subject to the Bellechase Master Declaration of Covenants and Restrictions; Supplement to Master Declaration of Covenants and Restrictions and Declaration of Covenants and Restrictions for Oak Hammock at Bellechase; Articles of Incorporation and By-Laws of Bellechase Homeowners' Association, Inc.; and Rules and Regulations provided thereunder; that lessee has read the same and agrees to be bound thereby, and that failure to comply with the same may result in certain remedies being applicable to lessee including, without limitation, termination of this lease without further notice, and personal liability of lessee and lessor for damages, including reasonable attorneys fees.

In the event the foregoing language is not contained in any such lease, than the foregoing language is hereby incorporated therein by reference. In the event a lessee or a lessee's invitee, guest or licensee of a Lot and/or Residence occupies the same without a written lease, the occupancy thereof shall constitute an acceptance of this Declaration and agreement to be bound thereby subject thereto. No lease shall be for a term of less than six (6) months. The Association shall have the right to collect attorneys fees against any occupant or tenant and the owner of the Residence for the eviction of such tenant and/or for enforcement of the Declaration, regardless whether litigation is instituted. The Developer is exempt from the provisions of this section.

Section 8.39. Parties. No parties shall be held on the Common Areas without the prior written approval of the Association.

Section 8.40. Timesharing. Operation of a timesharing, fraction-sharing, or similar program whereby the right to exclusive use of the Residence rotates among participants in the program on a fixed or floating time schedule over a period of years shall be prohibited.

Section 8.41. Access Ramp. Any Owner may construct an access ramp if a resident or occupant of the Owner's Lot has a medical necessity or disability that requires a ramp for egress and ingress under the following conditions:

- (1) The Owner must, prior to constructing the ramp, submit to the ARB an affidavit from a physician attesting to the medical necessity or disability of the resident or occupant of the Owner's Lot requiring the access ramp. Certification used for Section 320.0848, Florida Statutes, shall be sufficient to meet the affidavit requirement;
- (2) The Owner must, prior to constructing the ramp, submit to the ARB the plans for the ramp for the ARB's approval thereof. The ARB may make reasonable requests to modify the ramp's design so as to achieve architectural consistency with surrounding structures and surfaces within the Properties; and
- (3) The ramp design must be: (i) as unobtrusive as possible; (ii) designed to blend in aesthetically as practicable with the Properties; and (iii) reasonably sized to fit the intended use.


Section 8.42. Display of Flags. In conjunction with Section 8.18, any Owner may display one (1) portable, removable United States flag or official flag of the State of Florida in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful manner portable, removable official flags, not larger than four-and-one-half feet (4 ½') by six feet (6'), which represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard. Owners are prohibited from displaying any other flags that are


not specifically referenced in the immediately preceding sentence or fail to conform to the restrictions set forth herein this Section 8.42.

4. **Construction.** To the extent that the terms, covenants and conditions of this Amendment are inconsistent with the terms of the Oak Hammock Declaration, the terms, covenants and conditions of this Amendment shall control. In all other respects, the terms, covenants and conditions of the Oak Hammock Declaration shall remain in full force and effect and unchanged in any manner. All capitalized terms not specifically defined in this Amendment shall be given their meanings assigned in the Master Declaration and/or Oak Hammock Declaration.

IN WITNESS WHEREOF, Developer has caused this Amendment to be executed as of the date first set forth above.

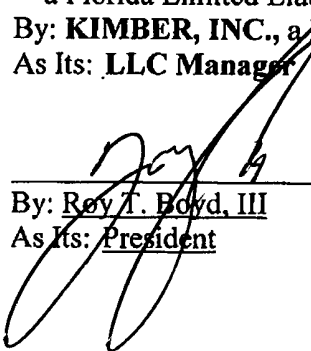
WITNESSES


Print Name: Bradley Young


Print Name: Michael B. Tract


"DEVELOPER"

B-T ONE, LLC,
a Florida Limited Liability Company
By: **KIMBER, INC.,** a Florida Corporation
As Its: **LLC Manager**


By: Roy T. Boyd, III
As Its: President

STATE OF FLORIDA)
)
COUNTY OF MARION)

The foregoing instrument was acknowledged before me this 24th day of October 2007, by Roy T. Boyd, III, as President of Kimber, Inc., a Florida Corporation, as LLC Manager of B-T One, LLC, a Florida Limited Liability Company, who is personally known to me.


Notary Public
My Commission Expires: **JUDY M. BARNES**
Notary Public, State of Florida
My Commission Expires 9/29/11
Commission No. DD714476