

PREPARED BY AND RETURN TO:

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Pennington, P.A.
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Tampa, Florida 33607

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**SECOND AMENDMENT TO
COMMUNITY DECLARATION FOR BELLA TRAE**

THIS SECOND AMENDMENT TO COMMUNITY DECLARATION FOR BELLA TRAE (this "Second Amendment") is made by PULTE HOME CORPORATION, a Michigan corporation (the "Declarant") and joined in by BELLA TRAE COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit ("Association").

RECITALS

A. The Community Declaration for Bella Trae was recorded in OR Book 3119, Page 1678 (the "Original Declaration"), as amended by that certain First Amendment to Community Declaration for Bella Trae, recorded in OR Book 4546, Page 1469 and re-recorded in OR Book 4569, Page 325 (the "First Amendment"), all in the Public Records of Osceola County Florida. The Original Declaration together with the First Amendment shall be referred to as the "Declaration."

B. Article X, Section 3 of the Declaration provides that, prior to Turnover, the Declarant may amend the Declaration without the approval or consent of any person or entity.

C. Turnover has not occurred.

NOW THEREFORE, the Declarant hereby amends the Declaration as set forth herein.

Words in the text which are lined through (-----) indicate deletions from the present text; words in the text which are double-underlined indicate additions to the present text.

1. The foregoing Recitals are true and correct and are incorporated into and form a part of this Second Amendment. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

2. 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. Article III, Section 1(d) of the Declaration is hereby amended as follows:

(d) The right of the Association to dedicate, transfer or mortgage all or any part of the Common Area; provided, however, Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without: (i) if prior to Turnover, the approval of: (a) a majority of the Board; and (b) the consent of Declarant; or (ii) from and after Turnover, the approval of: (i) a majority of the Board; and (ii) ~~sixty-six and two-thirds (66-2/3%)~~ percent of a majority of the Voting Interests (in person or by proxy) at a duly noticed meeting of the members in which there is a quorum present;

4. The second paragraph of Article III, Section 7 is hereby amended as follows:

After the conveyance or dedication of any portion of the Common Areas to Association, the portion of the Common Areas so dedicated shall be owned, operated and administered by Association for the use and benefit of the Owners of all property interests in BELLA TRAE, including without limitation, Association, Declarant, Owners and any Institutional Mortgagees. Subject to Association's right to grant easements, and other interests as provided herein, Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without (i) if prior to Turnover, the approval of (a) a majority of the Board; and (b) the consent of Declarant, or (ii) from and after the Turnover, the approval of (i) a majority of the Board; and (ii) ~~sixty-six and two-thirds (66-2/3%)~~ percent of a majority of the Voting Interests (in person or by proxy) at a duly noticed meeting of the members in which there is a quorum present.

5. Article VI, Section 3(b) of the Declaration is hereby amended as follows:

(b) Special Increases. The Installment Assessment for Common Expenses may be increased above the increase permitted by subsection 3(a) above by the approval of (i) a majority of the Board; and (ii) ~~sixty-six and two-thirds (66-2/3%)~~ percent of a majority of the Voting Interests (in person or by proxy) at a duly noticed meeting of the members in which there is a quorum present.

6. Article VIII, Section 4(b)(2) of the Declaration is hereby amended as follows:

(2) Mergers. Upon a merger or consolidation of the Association with another non-profit corporation as provided in its Articles, its property (whether real, personal or mixed), rights and obligations may, by operation of law, be transferred to the surviving or consolidated corporation or, alternatively, the property, rights and obligations of the other non-profit corporation may, by operation of law, be added to the property, rights and obligations of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other land as one scheme. No such merger or consolidation, however, shall affect any revocation, change or addition to the covenants established by this Declaration within the Properties. No such merger or consolidation shall be effective unless approved by (i) a majority of the Board; and (ii) ~~sixty-six and two-thirds (66-2/3%)~~ percent of a majority of the Voting Interests (in person or by proxy) at a duly noticed meeting of the members in which there is a quorum present.

7. Article X Section 4(c) of the Declaration is hereby amended as follows:

(c) Amendments After Turnover. After Turnover, but subject to the general restrictions set forth herein, this Declaration may be amended with the approval of (i) a majority of the Board; and (ii) ~~sixty-six and two-thirds (66 2/3%)~~ percent of a majority of the Voting Interests (in person or by proxy) at a duly noticed meeting of the members in which a quorum is present.

8. Article XIV, Section 1 of the Declaration is hereby amended as follows:

Section 1. Neighborhood Designation. Each Dwelling within BELLA TRAE shall be located within a Neighborhood. This Declaration or a Supplemental Declaration submitting additional property to this Declaration shall designate the property submitted thereby to a Neighborhood (by name, tract, or other identifying designation), which Neighborhood may be then existing or newly created. So long as it has the right to subject additional property to this Declaration, the Declarant may unilaterally amend this Declaration or any Supplemental Declaration to redesignate Neighborhood boundaries; provided, two or more existing Neighborhoods shall not be combined without the consent of Owners of more than fifty percent (50%) of the Voting Interests in the affected Neighborhoods. The following Neighborhoods are hereby designated by this Declaration:

(a) Promenades at Bella Trae, a Condominium, created pursuant to the Declaration of Condominium for Promenades at Bella Trae recorded in the Public Records of Osceola County (the "Promenades Neighborhood").

(b) Mandalay at Bella Trae, a Condominium, created pursuant to the Declaration of Condominium for Mandalay at Bella Trae recorded in the Public Records of Osceola County (the "Mandalay Neighborhood").

(c) Ventura at Bella Trae, a Condominium, created pursuant to the Declaration of Condominium for Ventura at Bella Trae recorded in the Public Records of Osceola County (the "Ventura Neighborhood").

(d) Promenades Two at Bella Trae, a Condominium, created pursuant to the Declaration of Condominium for Promenades Two at Bella Trae recorded in the Public Records of Osceola County (the "Promenades Two Neighborhood").

(e) Veranda at Bella Trae, created pursuant to the Declaration for Veranda at Bella Trae recorded, or to be recorded, in the Public Records of Osceola County (the "Veranda Townhomes Neighborhood").

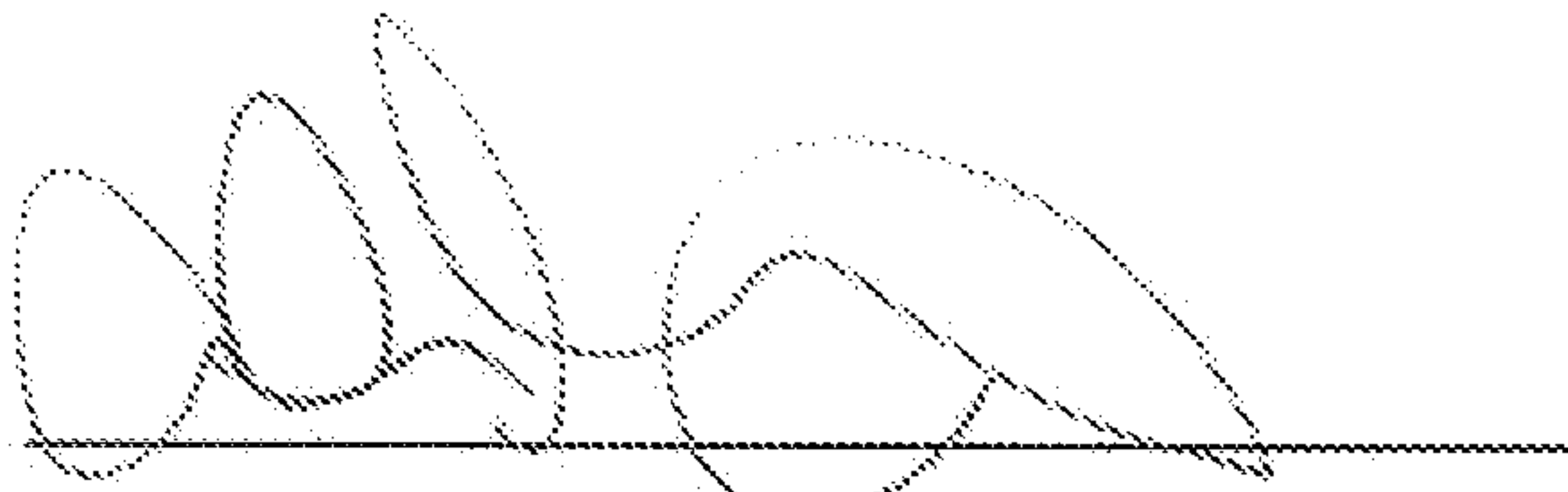
9. This Second Amendment shall be a covenant running with the land.

[Signatures on the Following Page]

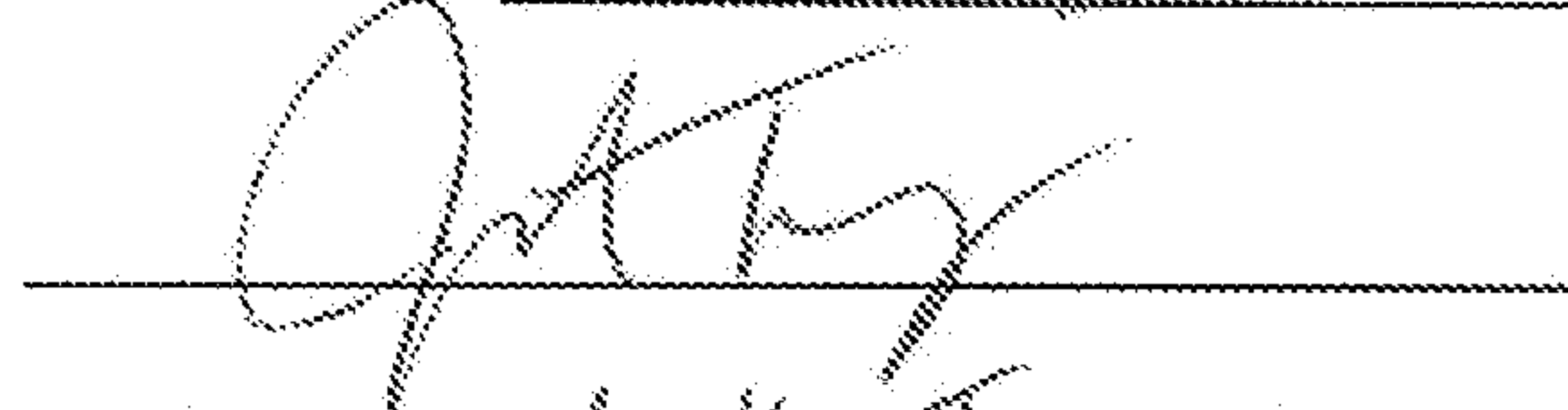
IN WITNESS WHEREOF, the undersigned, being the Declarant, has caused this Second Amendment to be executed by its duly authorized representative as of this 5th day of December, 2014.

WITNESSES:

"DECLARANT"

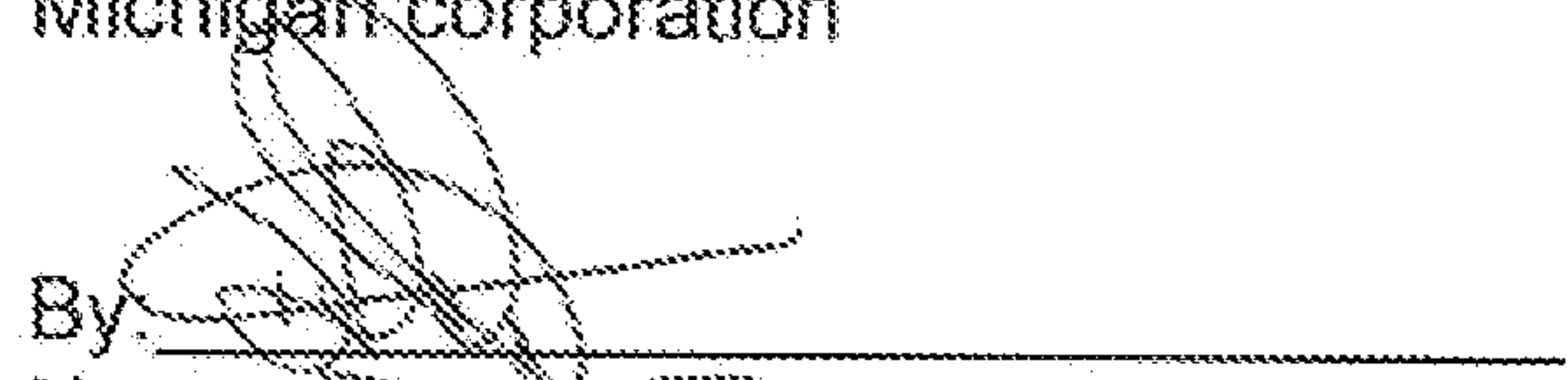


Print Name: CHRIS GOETZ



Print Name: Jack Traynor

PULTE HOME CORPORATION, a Michigan corporation



By: _____
Name: Denise Swift

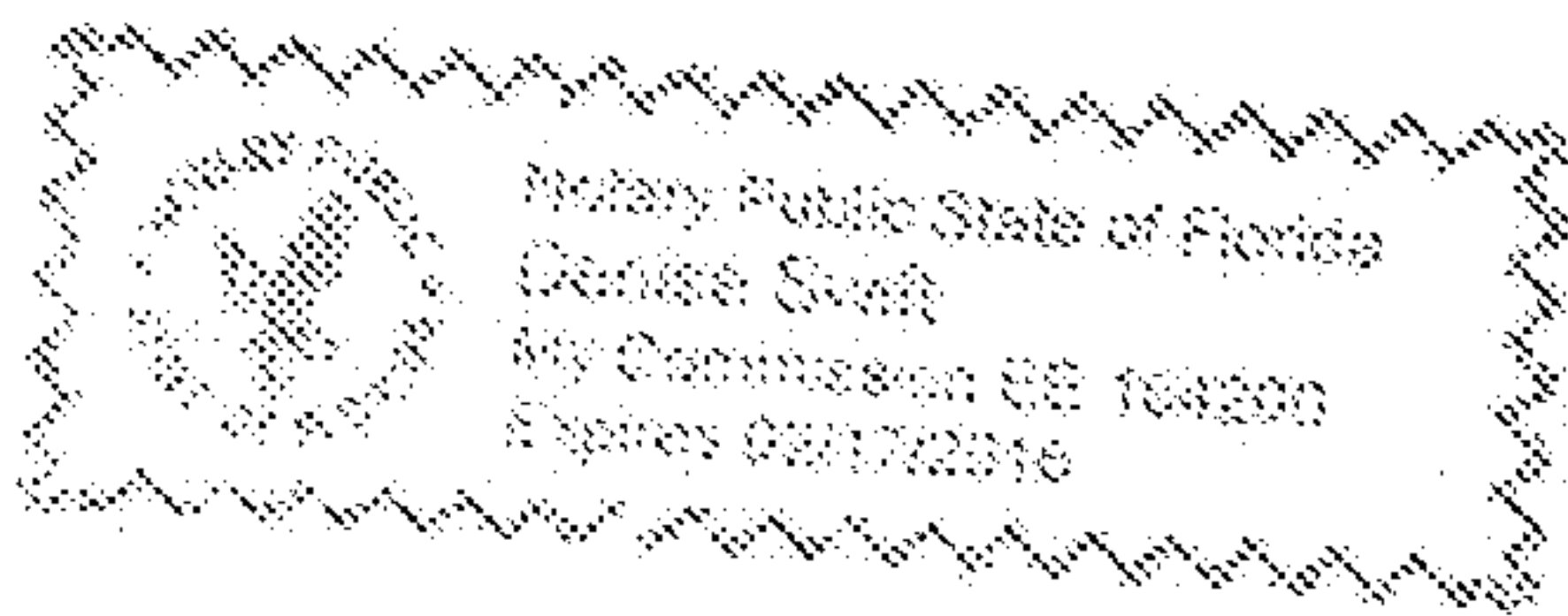
Title: VP of Finance

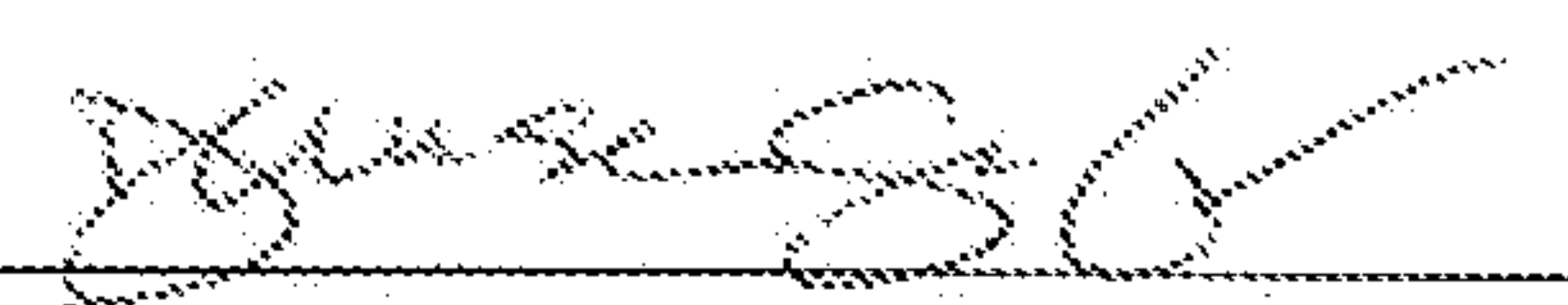
Date: 12/5/14

[Corporate Seal]

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 5th day of December, 2014, by December, as VP - Finance of PULTE HOME CORPORATION, a Michigan corporation. He [is personally known to me] [has produced _____ as identification].





Notary Public
Print Name: Denise Swift
My Commission Expires: _____

[Signatures Continue on the Following Page]


JOINDER

BELLA TRAE COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit (the "Association") does hereby join in the Second Amendment to the COMMUNITY DECLARATION FOR BELLA TRAE (this "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 the Association has no right to approve the Second Amendment.

5th IN WITNESS WHEREOF, the undersigned has executed this Joinder on this day of December, 2014.


WITNESSES:

"ASSOCIATION"



Print Name: Jack Traynor

BELLA TRAE COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit

By: 

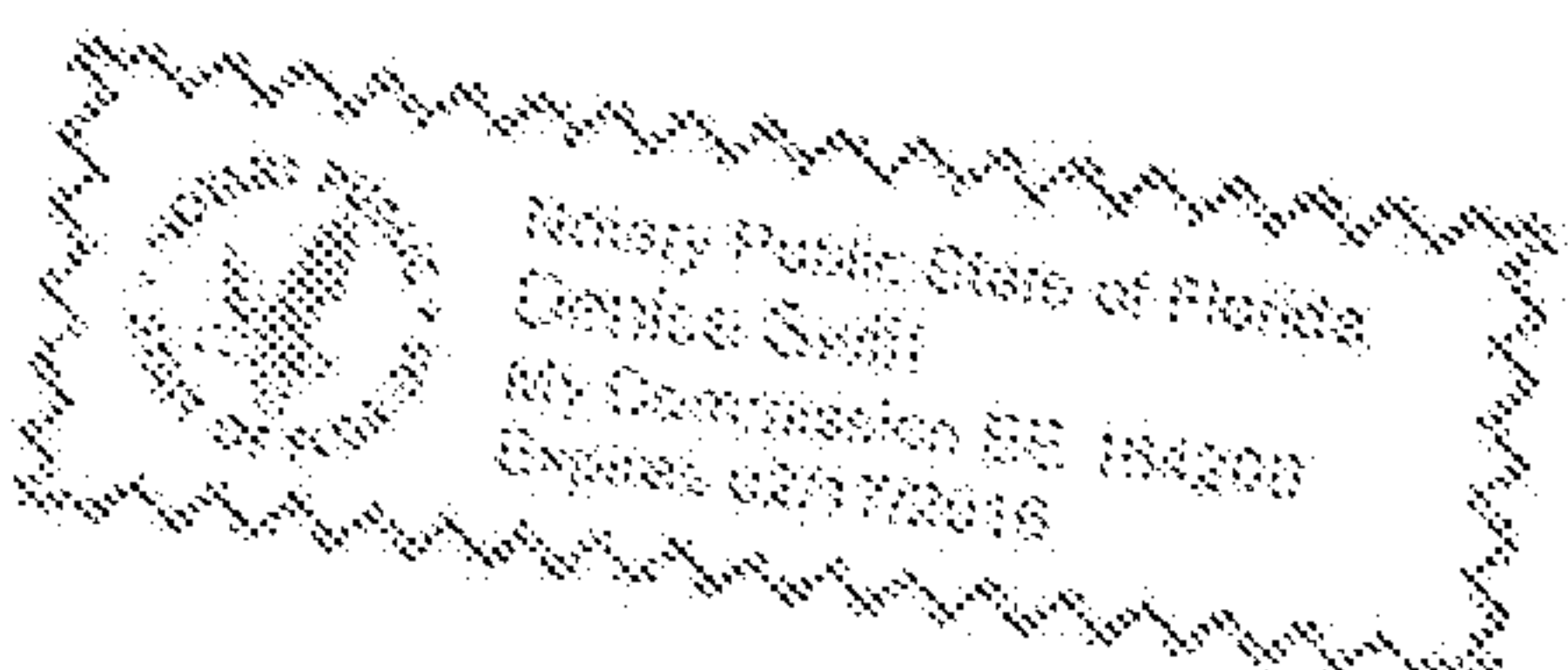
Name: Carlos Gregory
Title: President
Date: 12/5/14


Print Name: Sarah Path

[Corporate Seal]

STATE OF Florida)
COUNTY OF Orange)

The foregoing was acknowledged before me this 5th day of December, 2014, by Carlos Gregory as President of BELLA TRAE COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or who has produced _____ as identification on behalf of the corporation.





NOTARY PUBLIC, State of Florida at Large
Print name: Denise Swift

My commission expires: