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This Document prepared by
and after recording return to:



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**FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR VIZCAYA**

THIS FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR VIZCAYA ("Amendment") is made this 22nd day of October, 2001, by Applied Building Development of Orlando - B.H., Inc., a Florida corporation (hereinafter referred to as "Declarant").

WITNESSETH:

WHEREAS, Declarant has previously executed and recorded that certain Master Declaration of Covenants, Conditions and Restrictions for Vizcaya dated September 13, 2000 and recorded in Official Records Book 6094, Pages 2377 through 2503 inclusive, of the Public Records of Orange County, Florida ("Master Declaration"), and that certain First Supplement to Master Declaration of Covenants, Conditions, and Restrictions for Vizcaya dated March 14, 2001 and recorded in Official Records Book 6237, Pages 7174 through 7182 inclusive, of the Public Records of Orange County, Florida ("First Supplement"), as modified by that certain First Amendment to the First Supplement to Master Declaration of Covenants, Conditions and Restrictions for Vizcaya dated September 20, 2001 and recorded in Official Records Book 6357, Pages 4136 through 4138 inclusive and the Joinder and Consent by Mortgagee dated September 26, 2001 and recorded in Official Records Book 6357, Pages 4139 and 4140, all of the Public Records of Orange County, Florida (collectively "First Amendment to First Supplement"). (The Master Declaration, the First Supplement and the First Amendment to First Supplement are sometimes collectively referred to herein as the "Master Declaration"); and

WHEREAS, the holders of two-thirds (2/3) of the votes in the Association may amend the Master Declaration as provided in Article XI, Section 1 of the Master Declaration; and

WHEREAS, as of this date, the Declarant owns in excess of two-thirds (2/3) of the votes in the Association; and

WHEREAS, Declarant desires to amend the Master Declaration, as hereinafter set forth.



NOW, THEREFORE, for and in consideration of the premises, the payment of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged, the Declarant hereby amends the Master Declaration as follows:

**ARTICLE I
Definitions**

The definitions set forth in Article I of the Master Declaration are incorporated herein by reference.

**ARTICLE II
Amendments**

1. Article X, Restrictive Covenants, Section 13, Signs, of the Master Declaration is hereby amended and restated in its entirety as follows:

“Signs. No signs, advertisements, billboards, solicitation or advertising structures or materials of any kind, including, without limitation, real estate signage, shall be erected, displayed, placed or maintained within any windows, on the exterior of any improvements, or on the grounds of any Residential Unit, unless prior written approval of the ARB is obtained; provided, however, street numbers and name signs on Residential Units shall be permitted without prior written approval. Declarant and/or the Association may, in their sole discretion and upon twenty-four (24) hours prior written notice to Owner at the Residential Unit, enter upon any Lot and remove and destroy any signs which are in violation of this provision. The restrictions of this section shall not apply to Declarant, or to any signs, etc. required by legal proceedings.

Declarant and the Association are hereby released and exculpated of all liability whatsoever arising out of or in connection with the removal of a sign which is in violation of this provision, including, without limitation, liability for trespass and/or theft.”

2. Article XIII, Covenants Committee, Section 1(i), Committee, of the Master Declaration is hereby amended and restated in its entirety as follows:

“(i) to impose reasonable monetary fines (not exceeding One Hundred and No/100 Dollars (\$100.00) per day for each day that the violation continues and not exceeding \$10,000.00 in the aggregate per violation) which shall constitute an equitable charge and a continuing lien upon the Residential Unit, the Owners, occupants, or guests of which are guilty of such violation,”

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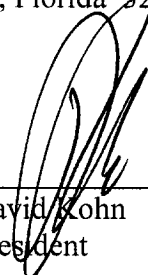
IN WITNESS WHEREOF, Declarant has executed this Amendment this 22 day of
October, 2001.

DECLARANT: APPLIED BUILDING DEVELOPMENT
OF ORLANDO - B.H., INC., a Florida
corporation

ADDRESS: 8000 The Esplanade
Orlando, Florida 32836

WITNESSES:

Julie L. Fisher
Julie L. Fisher (Printed Name)

By: 
Name: David Kohn
Title: President

[Corporate Seal]

D. Helen Ford
D. Helen Ford (Printed Name)

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 22 day of October, 2001,
by David Kohn, President of Applied Building Development of Orlando - B.H., Inc., a Florida
corporation, on behalf of the corporation. He is personally known to me.



Julie L. Fisher
NOTARY PUBLIC