

This Document prepared by  
and after recording return to:  
D. Helen Ford, Esq.  
Greenberg Traurig, P.A.  
111 North Orange Avenue, Suite 2050  
Orlando, Florida 32801

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

**THIS FIRST SUPPLEMENT TO MASTER DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR VIZCAYA** (this "First Supplement") is made  
this 14 day of March, 2001, by Applied Building Development of Orlando - B.H.,  
Inc., a Florida corporation ("Declarant"), whose address is 8000 The Esplanade, Orlando, Florida  
32836.

**RECITALS:**

**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, of the Public Records of  
Orange County, Florida ("Master Declaration").

**WHEREAS**, the property described on Exhibit "A" attached hereto and incorporated  
herein by reference (the "Townhouse Property") is a portion of that property described in and  
submitted to the terms of the Master Declaration; and

**WHEREAS**, Declarant, pursuant to Article V, Section 3 of the Master Declaration, has  
the right to designate any portion of the Properties as having separate village status.

**WHEREAS**, Declarant desires to designate the Townhouse Property as a Village and  
impose additional restrictive covenants against the Townhouse Property as hereinafter set forth.

**NOW THEREFORE**, Declarant hereby supplements the Master Declaration as follows:

1. Recitals; Definitions. The recitals stated above are incorporated herein by this  
reference. Capitalized terms used in this First Supplement shall have the same meaning as set  
forth in the Master Declaration.

2. Designation of the Townhouse Property as a Separate Village.

2.1 Designation of Village. The Townhouse Property described on Exhibit "A" attached hereto and incorporated herein by reference is hereby designated as a Village, as defined in the Master Declaration (hereinafter the "Townhouse Village"). Declarant elects not to establish a Village Association for the Townhouse Village at this time; provided, however, Declarant reserves the right, but is under no obligation, to do so in the future as provided in the Master Declaration.

2.2 Maintenance Responsibilities. Pursuant to the authority granted in Article III, Section 5 of the Master Declaration, the Association shall be responsible for performing, or causing to be performed, on behalf of the Owners of the Residential Units located within the Townhouse Village, the following:

(a) maintenance, including mowing, fertilizing, watering, insect control, pruning and replacement as necessary, of all lawns and landscaping installed as part of the initial construction of the Residential Units and any necessary replacements thereof (except landscaping within any enclosed courtyard, patio, fenced or other area not readily accessible from outside the dwelling);

(b) maintenance of the following exterior portions of any improvements constructed on any Residential Unit:

(i) painting of all exterior portions of any garages, garage doors, townhomes, exterior doors, shutters, facia and fences along Lot boundaries ("Boundary Fences");

(ii) caulking of the exterior portions of all exterior windows and doors;

(iii) repair and/or replacement, as necessary, of the roof of any townhouse or garage, including any exterior porch roof originally constructed with the townhouse;

(iv) pressure cleaning of front sidewalks, exterior front steps and the exterior walls of all townhouses and garages;

(c) repair and replacement, if necessary, of any Boundary Fences;

(d) maintenance of the irrigation system serving those portions of the Lot which the Association is obligated to water, as set forth in the Master Declaration, which areas may be irrigated through a master system and controllers operated by the Association;

(e) termite treatment of exterior structural walls and foundations of the townhomes and garages; provided that the Association will not be liable if such treatment proves to be ineffective;

(f) the Association will repair or replace any damaged garage doors and exterior door hardware (but not garage door openers), and broken exterior doors and door hardware on any townhome; provided that the cost of such repairs/replacements shall be billed solely to the owner of the affected Residential Unit and not to the entire Townhouse Village;

(g) the Association shall not be responsible for any maintenance or repairs to any windows (except caulking), any wood decks, anything contained within any townhome or garage, and any improvements or modifications added or made to any improvements after the conveyance of the Lot to the first owner following construction of a townhouse thereon.

2.3 Costs and Expenses. All costs and expenses incurred by the Association in providing the services set forth in Section 2.2 above shall be assessed as a Village Assessment only against the Residential Units within the Townhouse Village and shall be divided among and billed equally to the owners of all Residential Units within the Townhouse Village, in accordance with the Townhouse Village budget adopted annually by the Association for the Townhouse Village, which amounts may be billed on such frequency as the Association elects.

3. Budgeting and Allocating Townhouse Village Expenses. It shall be the duty of the Board, by majority vote, at least forty-five (45) days prior to the end of the Association's fiscal year, to prepare a separate budget covering the estimated Townhouse Village Expenses for the Townhouse Village. The Board shall be entitled to set such budget only to the extent that this Master Declaration, any Supplemental Declaration, or the By-Laws specifically authorize the Board to assess certain costs as a Village Assessment. The Townhouse Village may request, through the Village Committee, if any, or by petition of Owners of at least a majority of the total Residential Units within the Townhouse Village, that additional services or a higher level of services be provided by the Association, and in such case, any additional costs shall be added to such budget. Such budget shall include a capital contribution establishing a reserve fund for repair and replacement of capital items maintained as a Townhouse Village Expense, if any, within the Townhouse Village.

The Association is hereby authorized to levy Village Assessments equally against all Residential Units in the Townhouse Village which are subject to assessment under Section 2.3 to fund Village Expenses; provided, if so specified in the Supplemental Declaration applicable to such Village or if so directed by petition signed by a majority of the Owners within the Village, any portion of the assessment intended for exterior maintenance of structures, insurance on structures, or replacement reserves which pertain to particular structures shall be levied on each of the benefitted Residential Units in proportion to the benefit received.

The Board shall cause a copy of such budget and notice of the amount of the Village Assessment for the coming year to be delivered to each Owner of a Residential Unit in the Townhouse Village at least 30 days prior to the beginning of the fiscal year. Such budget and assessment shall become effective unless disapproved by a majority of the Owners of Residential Units in the Townhouse Village. There shall be no obligation to call a meeting for the purpose of considering the budget except on petition of Owners of at least 10% of all Residential Units in the Townhouse Village, which petition must be submitted to the Board within 10 days after delivery of the notice of assessments. This right to disapprove shall only apply to those items in the Townhouse Village budget which are attributable to services requested by the Townhouse Village.

If the proposed budget for the Townhouse Village is disapproved or if the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year.

The Association shall include such assessment in its annual billing of Owners with Residential Units within the Townhouse Village and shall be responsible for collecting all assessments.

4. Budgeting for Reserves. The Board shall annually prepare reserve budgets for the Townhouse Village which take into account the number and nature of replaceable assets maintained as a Village Expense, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to amount and timing by annual Village Assessments over the budget period.

5. Special Village Assessments. In addition to other authorized assessments, the Association may levy Special Village Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted in the Townhouse Village budget. Any such Special Village Assessment may be levied against Residential Units within the Townhouse Village if such Special Village Assessment is for Village Expenses.

Except as otherwise specifically provided in the Master Declaration, any Special Village Assessment which would exceed 20% of the annual budget for the year immediately preceding that in which the Special Village Assessment is approved shall require the affirmative vote or written consent of Owners representing at least 51% of the total votes allocated to Residential Units which will be subject to such Special Village Assessment, and the affirmative vote or written consent of the Class "B" Member, if such exists. Special Village Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Village Assessment is approved.

The Association shall be responsible for sending notices of such assessments to the Owners of such Residential Units and collecting such assessments.

6. Authority to Assess Owners; Time of Payment. The Association is hereby authorized to levy Village Assessments and Special Village Assessments against each Residential Unit in the Townhouse Village as provided for in the Master Declaration and the By-Laws. The obligation to pay Village Assessments shall commence as to each Residential Unit on the first day of the month following: (a) the month in which the Residential Unit is made subject to this Master Declaration, or (b) the month in which the Board first determines a budget and levies assessments pursuant to this Article, whichever is later. The first annual Village Assessment, if any, levied on each Residential Unit shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Residential Unit.

All Village Assessments shall be levied and collected by the Association. Village Assessments shall be paid in such manner and on such dates as the Association may establish. If the Association so elects, assessments may be paid in two or more installments. Unless the Association otherwise provides, the Village Assessments shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any Village Assessments or other charges levied on his Residential Unit, the Association may require any unpaid installments of all outstanding assessments to be paid in full immediately.

**IN WITNESS WHEREOF**, the duly authorized officer of the undersigned Declarant has executed this First Supplement to Master Declaration of Covenants, Conditions and Restrictions for Vizcaya this 14 day of March, 2001.

**WITNESSES:**

Aleene S. Rastin  
Print Name: Aleene S. Rastin  
Maureen Barry  
Print Name: MAUREEN BARRY

**"DECLARANT"**

**Applied Building Development of Orlando - B.H., Inc., a Florida corporation**  
By: [Signature]  
Name: David Kohn  
Title: President  
(Corporate Seal)



STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 14 day of march, 2001, by David Kohn, as President of Applied Building Development of Orlando - B.H., Inc., a Florida corporation, on behalf of the corporation. He is personally known to me.

Alene S. Raskin

(Signature of Notary Public)

Alene S. Raskin

(Typed name of Notary Public)

Notary Public, State of Florida

Commission No. \_\_\_\_\_

My commission expires: \_\_\_\_\_

ORLANDO/FORDH/122268/2mcc011.DOC/3/06/01/19996.010000



Alene S. Raskin  
MY COMMISSION # CC982665 EXPIRES  
February 26, 2005  
BONDED THRU TROY FAIN INSURANCE, INC.



This Document prepared by  
and after recording return to:  
D. Helen Ford, Esq.  
Greenberg Traurig, P.A.  
111 North Orange Avenue, Suite 2050  
Orlando, Florida 32801

**JOINDER AND CONSENT BY MORTGAGEE**

KNOW ALL MEN BY THESE PRESENTS:

THAT FIRST UNION NATIONAL BANK, a National Banking Association ("Mortgagee"), having an office at Post Office Box 1000, Commercial Real Estate, FL-2118, Orlando, FL 32802-1000, the owner and holder of that certain Mortgage and Security Agreement dated October 19, 1999, recorded in Official Records Book 5870, Page 731, as modified by that certain Notice of Future Advance and Modification Agreement recorded February 23, 2001 in Official Records Book 6200, Page 2361, all of the Public Records of Orange County, Florida, ("Mortgage") encumbering the Properties described in the foregoing First Supplement to Master Declaration of Covenants, Conditions and Restrictions for Vizcaya (the "First Supplement"), by the execution hereof, hereby consents to the placing of the First Supplement on the Townhouse Property described in Exhibit "A" to the First Supplement, and further covenants and agrees that the lien of the Mortgage is and shall be subordinate to the First Supplement as if the First Supplement had been executed and recorded prior to the execution, delivery or recordation of the Mortgage.

IN WITNESS WHEREOF, the Mortgagee has executed this Joinder and Consent this 15<sup>th</sup> day of March, 2001.

Signed sealed and delivered  
in the presence of:

*Lisa Bott*  
witness signature  
printed name: Lisa Bott

*Milly Carreras*  
witness signature  
printed name: Milly Carreras

FIRST UNION NATIONAL BANK

By: *Larry W. Hackert*  
Name: Larry W. Hackert  
Title: Sr. Vice President  
Date: 3-15-01

(Corporate Seal)

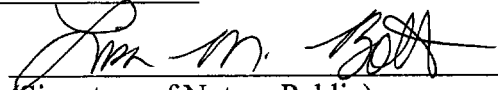


Lisa M. Bott  
MY COMMISSION # CC999184 EXPIRES  
February 28, 2005  
BONDED THRU TROY FAIN INSURANCE, INC.



STATE OF FLORIDA        )  
                                  ) SS:  
COUNTY OF ORANGE     )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of March,  
2001, by Larry W. Hacker, as Sr. Vice President of FIRST UNION NATIONAL  
BANK, a National Banking Association. He/she  is personally known to me or  has  
produced \_\_\_\_\_ as identification.

  
(Signature of Notary Public)

\_\_\_\_\_  
(Typed name of Notary Public)  
Notary Public, State of Florida  
Commission No. \_\_\_\_\_  
My commission expires: \_\_\_\_\_

(NOTARY STAMP)



Exhibit "A"

TOWNHOUSE PROPERTY

DESCRIPTION:

That part of Section 34, Township 23 South, Range 28 East, Orange County, Florida, described as follows:

BEGIN at the Northernmost corner of Lot 14K, Block K, VIZCAYA PHASE TWO, according to the plat thereof, as recorded in Plat Book 46, Pages 78 through 81 of the Public Records of Orange County, Florida; thence run S 59°53'21" W along the West line of said VIZCAYA PHASE TWO for a distance of 279.29 feet to a point on a non-tangent curve concave Southwesterly having a radius of 895.00 feet and a chord bearing of N 40°00'53" W; thence run Northwesterly along the arc said curve and said West line through a central angle of 02°31'58" for a distance of 39.57 feet to a point on a non-tangent line; thence run S 48°43'11" W along said West line for a distance of 627.04 feet; thence run N 00°00'00" E for a distance of 741.02 feet; thence run N 78°39'03" E for a distance of 220.74 feet to a point on a non-tangent curve concave Northeasterly having a radius of 295.00 feet and a chord bearing of S 53°33'56" E; thence run Southeasterly along the arc of said curve through a central angle of 39°25'33" for a distance of 202.99 feet to the point of tangency; thence run S 73°16'43" E for a distance of 270.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 227.78 feet; thence run Southeasterly along the arc of said curve through a central angle of 31°03'19" for a distance of 123.46 feet to the POINT OF BEGINNING.

Containing 6.474 acres more or less.