



(a) Demand to Cease and Desist. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying:

- (i) the alleged violation;
- (ii) the action required to abate the violation; and
- (iii) a time period of not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one, or if the violation is not a continuing one, a statement that any further violation of the same provision of this Declaration, the Bylaws, or rules and regulations of the Association may result in the imposition of sanctions after notice and hearing.

(b) Notices. At any time within twelve (12) months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board or its delegate shall serve the violator with written notice of a hearing to be held by the Covenants Committee in executive session. The notice shall contain:

- (i) the nature of the alleged violation;
- (ii) the time and place of the hearing, which time shall not be less than fourteen (14) days from the giving of the notice;
- (iii) an invitation to attend the hearing and produce a statement, evidence, and witness on his behalf; and
- (iv) the proposed sanction to be imposed.

(c) Hearing. The hearing shall be held by the Covenants Committee in executive session pursuant to the notice and the Member shall be provided a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice, and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. No sanction shall be imposed under this Article XIII unless approved by a majority of the Covenants Committee. This Article XIII shall not apply to failures to pay in a timely manner assessments levied by the Association.



ARTICLE XIV

DURATION AND TERMINATION

The reservations, covenants, conditions, restrictions, easements, charges and liens of this Declaration shall run with and bind the title to the Properties, and shall inure to the benefit of, be enforceable by, and bind Declarant, the Association and each Owner, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. This Declaration may be terminated at any time by recordation of an instrument signed by the then holders of eighty percent (80%) of the votes in the Association and their first mortgagees agreeing to terminate this Declaration.

ARTICLE XV

ENFORCEMENT

Section 1. Remedies. If any person or entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for Declarant, any Owner or the Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction, for the purpose of preventing, or enjoining all or any such violations or attempted violations. The remedies contained in this provision shall be construed as cumulative of all other remedies now or hereafter provided by law or this Declaration. The failure of Declarant, its successors or assigns, or the Association or an Owner, to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto. Should Declarant or the Association employ legal counsel to enforce any of the foregoing, all costs incurred in such enforcement, including court costs and reasonable attorneys' fees, shall be paid by the prevailing party. Inasmuch as the enforcement of the provisions of this Declaration, the Bylaws, and the rules and regulations of the Association are essential for the effectuation of the general plan of development contemplated hereby and for the protection of present and future Owners, it is hereby declared that any breach thereof may not adequately be compensated by recovery of damages, and that Declarant, the Association, or any aggrieved Owner, in addition to all other remedies, may require and shall be entitled to the remedy of injunction to restrain any such violation or breach or any threatened violation or breach. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against Declarant or the Association for or on account of any failure to bring any action on account of any violation or breach, of the provisions of this



Declaration, the Bylaws, or any rules and regulations of the Association by any person, however long continued.

Section 2. Lessees to Comply with Declaration, Articles and Bylaws — Effect on Non-Compliance. All tenants shall be subject to the terms and conditions of this Declaration, the Bylaws, the Articles of Incorporation, and the rules and regulations promulgated thereunder as though such tenant were an Owner. Each Owner agrees to cause his lessee, occupant, or persons living with such Owner or with his lessee to comply with the Declaration, Bylaws, Articles and the rules and regulations promulgated thereunder, and is responsible and liable for all violations and losses caused by such tenants or occupants, notwithstanding the fact that such occupants of the Residential Unit are also fully liable for any violation of the documents and regulations. In the event that a lessee, occupant, or person living with the lessee violates a provision of the Declaration, Bylaws, Articles or rules and regulations, the Board shall have the power to bring an action or suit against the lessee to recover sums due for damages or injunctive relief, or for any other remedy available at law or equity.

ARTICLE XVI

PRIVATE ROADS AND SURFACE WATER MANAGEMENT SYSTEM

Section 1. Creation and Inspection of Private Roads and Surface Water Management System. The Common Property to be owned, operated and maintained by the Association will include Private Roads within the Property and the Surface Water Management System. Declarant has commenced the development of the Property as a gated community with all Private Roads within the Property being included within the gated community. Orange County has adopted policies related to the development of gated communities and the Association, in carrying out its duties and responsibilities for the ownership, maintenance, repair and replacement of the Private Roads and the Surface Water Management System as Common Areas within the Property, shall at all times comply with Orange County's gated community requirements. Three (3) years after the issuance of a certificate of completion for the first Residential Unit in the Properties and every three (3) years thereafter, the Association shall require an inspection of the Private Roads and Surface Water Management System by a registered civil engineer. This inspection shall, using good engineering practice, determine the level of maintenance of all Private Roads in the Properties and the Surface Water Management System, and identify any needed repairs. The inspection shall be written into a report format. The Association shall cause all remedial work recommended by the engineer in the report to be completed within sixty (60) days following receipt of said report by the Association. The Association shall also submit the final copy of the annual engineering report to the Orange County engineer within fifteen (15) days of the completion of the report.

Section 2. Resurfacing of Private Roads. The Association shall cause all Private Roads in the Properties to be resurfaced every twelve (12) years.

Section 3. Entryway Gates.

(a) Emergency Services. Each entryway gate shall be equipped with an audio (siren) override device to allow emergency access to the subdivision by fire / rescue, sheriff and other emergency-response personnel. Prior to the installation of any such audio override device, the fire and rescue department shall inspect and approve such device. Unless and until the fire and rescue department determines that the device is acceptable and in good working order, the entryway gates may not be closed.

(b) Utility Company Access. The entryway gate shall include a box labeled with the names of all utility companies serving the Properties containing a key, card-key, a code, remote control device, or some other means by which utility workers may gain access to the subdivision.

Section 4. Association Accounts for Maintenance and Repair.

(a) Establishment of Accounts.

(1) Annual Routine Maintenance Account. The Association shall establish and collect reserve funds for the annual routine maintenance and repair of the Private Roads, the Surface Water Management System and other infrastructure to be maintained by the Association in accordance with the gated community ordinance of Orange County. Such reserve funds shall be established and collected through the assessments to be levied and collected in accordance with Article VII of this Declaration and shall be held in accounts (the "Association Accounts") separate and apart from all other funds and accounts of the Association.

(2) Periodic Major Maintenance Account. The Association shall establish and collect reserve funds for the periodic major maintenance, repair, and replacement of the Private Roads, the Surface Water Management System and other infrastructure to be maintained by the Association in accordance with the gated community ordinance of Orange County. Such reserve funds shall be established and collected through the assessments to be levied and collected in accordance with Article VII of this Declaration and shall be held in Association Accounts separate and apart from all other funds and accounts of the Association.

(b) Annual Statement or Financial Report. The Association shall require an annual statement or other financial report (in form and detail reasonably acceptable to the Orange County Comptroller) to be submitted to Orange County confirming the existence and amount of the reserve funds for the Private Roads and Surface Water Management System.

Section 5. Indemnification of County and Tax Relief. The Association shall and does hereby indemnify and hold Orange County and its officers and employees harmless from any cost of maintenance, repair, and reconstruction of the Private Roads and/or Surface Water Management

System and any tort liability or award of damages arising in connection with the Private Roads, sidewalks, Surface Water Management System and/or other infrastructure.

NO MEMBER WILL RECEIVE ANY DISCOUNT OR REDUCTION OF AD VALOREM PROPERTY TAXES OR OTHER TAXES BECAUSE ORANGE COUNTY DOES NOT MAINTAIN THE PRIVATE ROADS OR SURFACE WATER MANAGEMENT SYSTEM.

Section 6. Disclosure of Gated Community Requirements. All sales contracts, including contracts for resales, shall directly (rather than by reference) disclose the requirements contained in this Declaration that pertain to Section 34-290, Orange County Code.

Section 7. Association's Default. If, in the opinion of Orange County, the Association defaults in any of its obligations set forth in this Declaration that pertain to Section 34-290, Orange County Code, Orange County, at its option and after due notice of its declaration of a default and the stated time to cure, may remove any entry gates and, upon dedication to the public use of the rights-of-way, assume responsibility for maintenance of the roads and Surface Water Management System, using those Association funds on deposit in the Association Accounts or, if no monies exist or if an insufficient amount exists, such other revenues or financing methods as the County may elect, including (but not limited to) special assessments against the subdivision lots, blocks and tracts.

Section 8. Enforcement. Notwithstanding anything to the contrary contained in this Declaration, as to the enforcement of the requirements of this Article XVI Section 4, the Association, any member of the Association, and any and all Owners shall have the right jointly and severally to enforce against the Declarant the requirements of this Article XVI Section 4 to impose, collect, and enforce the collection of assessments, including assessments against properties owned or controlled by the Declarant itself and its successors in interest, in amounts sufficient to make timely deposits to reserve funds in the amounts approved by Orange County, with the prevailing party being entitled to reasonable attorneys' fees and costs. Likewise, any member of the Association and any and all Owners shall have the right to enforce against the Association the requirements of this Article XVI Section 4, to impose, collect, and enforce the collection of assessments, including assessments against properties owned or controlled by the Declarant itself and its successors in interest, in amounts sufficient to make timely deposits to reserve funds in the amounts approved by Orange County, with the prevailing party being entitled to reasonable attorneys' fees and costs. Venue for any such enforcement action shall be in the Ninth Judicial Circuit of Florida, in Orange County.



ARTICLE XVII

THE ESPLANADE

The Esplanade is subject to the shared use of the Owners together and in common with the owner/members of the Esplanade Maintenance Associations. Accordingly, it is contemplated that The Esplanade shall be conveyed to the Esplanade Maintenance Associations. The Esplanade Maintenance Associations shall enter into a Roadway Maintenance Agreement to provide for the maintenance, operation, replacement and repair of the roadways within The Esplanade as well as the establishment of reserves for the same. Such Road Maintenance Agreement shall provide for the determination of costs of such maintenance, operation, replacement, repair and reserves and the allocation of the Association's share of such costs. All such costs shall be treated as a Common Expense hereunder. The Association shall, in all ways applicable to it, comply with the terms, conditions, and provisions of the Roadway Maintenance Agreement, as such Roadway Maintenance Agreement may be amended from time to time by the Esplanade Maintenance Associations.

ARTICLE XVIII

MISCELLANEOUS

Section 1. Number and Gender. Reference to the singular shall include reference to the plural and to the plural shall include the singular, as indicated by the context of use. Reference to any gender shall include reference to all genders.

Section 2. Severability. The invalidation of any provision or provisions of this Declaration shall not affect or modify any one of the other provisions which shall remain in full force and effect.

Section 3. Headings. The paragraph headings are for reference purposes only and shall not in any way affect the meaning, content or interpretation of this Declaration.

Section 4. Notices. Notices required hereunder shall be in writing and shall be delivered by hand or sent by United States Mail, postage prepaid. All notices to Owners shall be delivered or sent to such addresses, as have been designated in writing to the Association, or if no address has been so designated, at the addresses of such Owners' respective Residential Units. All notices to the Association shall be delivered or sent in care of Declarant to 557 North Wymore Road, Suite 102, Maitland, Florida 32751, or to such other address as the Association may from time to time notify the Owners. All notices to Declarant shall be delivered or sent to 557 North Wymore Road, Suite 102, Maitland, Florida 32751, or to such other address as Declarant may from time to time notify the Association. Notices to mortgagees shall be delivered or sent to such addresses as such mortgagees specify in writing to the Association. Notices to any other person or persons entitled to same



hereunder shall be delivered or sent to such address or addresses as such person or persons specify, from time to time, in writing to the sender, or, in the absence thereof, to such address or addresses as shall be, in the exercise of reasonable judgment by the sender, reasonably expected to be received by such person or persons.

IN WITNESS WHEREOF, Declarant has caused these presents to be executed in its name and with its seal to be affixed hereto as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

BUTLER RIDGE DEVELOPMENT, INC.,
a Florida corporation

Mildred T. Prado
Name Printed: Mildred T. Prado

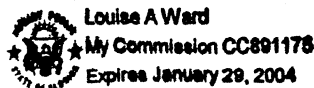
By: Ellsworth G. Gallimore
ELLSWORTH G. GALLIMORE,
President

Louise A. Ward
Name Printed: LOUISE A. WARD

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 9th day of September, 2002, by ELLSWORTH G. GALLIMORE as President of BUTLER RIDGE DEVELOPMENT, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced N/A as identification.



Louise A. Ward
Notary Public
Print Name: LOUISE A. WARD
My Commission Expires: 1-29-04



ASSOCIATION ACKNOWLEDGMENT

The undersigned officer of Bella Notte Homeowners Association, Inc., on behalf of itself and its existing and future Members, does hereby acknowledge the foregoing Declaration of Covenants, Conditions and Restrictions for Bella Notte at Vizcaya Phase Three consents to all the terms and conditions thereof and agrees to be bound thereby:

**BELLA NOTTE HOMEOWNERS
ASSOCIATION, INC., a Florida
corporation not-for-profit**

Mildred T. Prado
Name Printed: Mildred T. Prado

Louise A. Ward
Name Printed: LOUISE A. WARD

By: Ellsworth G. Gallimore.
ELLSWORTH G. GALLIMORE,
President

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 9th day of September, 2002, by ELLSWORTH G. GALLIMORE as President of BELLA NOTTE HOMEOWNERS ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced N/A as identification.



Louise A. Ward
Notary Public
Print Name: LOUISE A. WARD
My Commission Expires: 1-29-04



OR Bk 6637 Pg 6520
Orange Co FL 2002-0495875

SCHEDULE OF EXHIBITS

Exhibit

Document

- | | |
|---|------------------------------------------|
| A | Legal Description of the Properties |
| B | Articles of Incorporation of Association |
| C | Bylaws of Association |



OR Bk 6637 Pg 6521
Orange Co FL 2002-0495875

EXHIBIT "A"

Legal Description of the Properties

All of BELLA NOTTE AT VIZCAYA PHASE THREE, according to the Plat thereof as recorded in Plat Book 52, Pages 19 through 23, Public Records of Orange County, Florida.

EXHIBIT "B"

ARTICLES OF INCORPORATION
OF
BELLA NOTTE HOMEOWNERS ASSOCIATION, INC.

Pursuant to the provisions of Chapter 617, Florida Statutes, the undersigned natural person competent to contract, acting as incorporator of a corporation not-for-profit, hereby adopt the following Articles of Incorporation:

ARTICLE I

NAME

The name of the corporation is BELLA NOTTE HOMEOWNERS ASSOCIATION INC., hereinafter referred to as the "Association".

ARTICLE II

PRINCIPAL OFFICE AND MAILING ADDRESS

The principal office and mailing address of the Association is 557 North Wymore Road, Suite 102, Maitland, Florida 32751.

ARTICLE III

REGISTERED AGENT

GREGORY L. HOLZHAUER, whose address is 250 Park Avenue South, 5th Floor, Winter Park, Florida 32789, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of certain property commonly known as Bella Notte at Vizcaya Phase Three (the "Community"). The Association is being formed to promote the health, safety and welfare of the residents within the above-described property, and in furtherance of these purposes, to:

- (a) exercise all of the powers, enforcement rights and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions for Bella Notte at Vizcaya Phase Three, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the office of the Clerk of the Circuit Court of Orange County, Florida, and as the same may be

DR BK 6637 Pg 6522
Orange Co FL 2002-0495875



amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment of, by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) subject to such conditions as may be provided in the Declaration, acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) subject to such conditions as may be provided in the Declaration, borrow money to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) subject to such conditions as may be provided in the Declaration, dedicate, sell or transfer all or any part of the Common Property or Area of Common Responsibility to any public agency or authority or utility for such purposes;

(f) have and to exercise any and all powers, rights and privileges which a corporation organized under the Non-Profit Corporation Law of the State of Florida, by law may now or hereafter have and exercise.

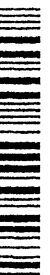
(g) If and to the extent required by the Declaration, the Association shall operate, maintain and manage the Surface Water Management System(s) in a manner consistent with the South Florida Water Management District permit requirements and applicable District rules, shall assist in the enforcement of the provisions of the Declaration which relate to the Surface Water Management System and shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the Surface Water Management System.

The Association shall exercise all of the powers and privileges and perform all of the duties and obligations of the Association set forth in the Declaration as the same may from time to time be amended under the terms hereof.

ARTICLE V

MEMBERSHIP

Declarant, each assignee of Declarant and each Owner shall be Members of the Association. The Association membership of each Owner (other than Declarant and its assignees) shall be appurtenant to and may not be separated from the Residential Unit giving rise to such membership, and shall not be transferred except upon the transfer of title to said Residential Unit and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title to a Residential



Unit shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class "A" Class "A" Members shall be all Owners of Lots, with the exception of Declarant and any assignee of Declarant who is a builder, contractor or other that acquires a Lot for the purpose of constructing improvements thereon for resale and who has been assigned Class "B" votes for so long as Declarant or such assignees shall be Class "B" Members. Class "A" Members shall be entitled on all issues to one (1) vote for each Residential Unit in which they hold the interest required for membership.

Class "B" The Class "B" Member(s) shall be Declarant and each assignee of Declarant who is a builder, contractor or other that acquires a Lot for the purpose of constructing improvements thereon for resale and to whom Declarant assigns in writing one or more of the Class "B" votes. Upon the execution of this Declaration, the Class "B" Members shall be entitled to three (3) votes per Lot owned by Declarant. At such time as a Class "A" Member is the owner of a Lot, there shall be no Class "B" votes associated with such Lot. The Class "B" membership shall terminate and become converted to Class "A" membership upon the happening of the earlier of the following:

- (i) At such time as ninety percent (90%) of the Lots within the Properties have been sold and conveyed to Class "A" Members; or
- (ii) Twenty (20) years from the date of recording this Declaration; or
- (iii) When, in its sole and absolute discretion, Declarant so determines.

From and after the happening of any one of these events, Declarant shall call a meeting as provided in the Bylaws for special meetings to advise the Association membership of the termination of Class "B" status.

Each vote in the Association must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. As to Class "A" Members, if any Owner or Owners cast a vote on behalf of a particular Residential Unit, it shall thereafter be conclusively presumed for all purposes that he was or they were acting with the authority and consent of all other Owners thereof. In the event more than the appropriate number of votes are cast for a particular Residential Unit, none of said votes shall be counted and said votes shall be deemed void.

ARTICLE VII

BOARD OF DIRECTORS

The affairs and property of this corporation shall be managed and governed by a Board of Directors consisting of three (3), five (5) or seven (7) members. The initial Board of Directors shall



consist of three (3) Directors, with the number in subsequent years to be determined by the members of the Board of Directors as provided in the Bylaws; provided there shall always be an odd number of directorships created. Until the termination of Class "B" membership, the Declarant shall have the sole right to appoint and remove any member or members of the Board of Directors of the Association. After the termination of Class "B" membership, the members of the Board of Directors shall be determined in accordance with the Declaration and the Bylaws; provided however that after the termination of Class "B" membership, at least one (1) out of three (3), two (2) out of five (5) or three (3) out of seven (7) members of the Board of Directors shall be members who are Owners of Single Family Units and after The termination of Class "B" membership, at least one (1) out of three (3), two (2) out of five (5) or three (3) out of seven (7) members of the Board of Directors shall be members who are Owners of Townhome Units. The remaining member of the Board of Directors may be an Owner of either a Single Family Unit or a Townhome Unit and shall be considered a member at large.

The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
ELLSWORTH G. GALLIMORE	557 North Wymore Road, Suite 102 Maitland, Florida 32751
SHIRLEY P. GALLIMORE	557 North Wymore Road, Suite 102 Maitland, Florida 32751
LOUISE WARD	557 North Wymore Road, Suite 102 Maitland, Florida 32751

At the first annual meeting following the termination of Class "B" membership and thereafter all Members shall elect the member at large who shall serve as a director for a three (3) year term and the Members who are Owners of Single Family Units shall elect the Members of the Board of Directors who are required to be Owners of Single Family Units and the Members who are Owners of Townhome Units shall elect the members of the Board of Directors who are required to be owners of Townhome Units. If it is determined that the number of members of the Board of Directors shall be three (3), the Members who are Owners of Single Family Units and the Members who are Owners of Townhome Units shall each elect one (1) director for a term of two (2) years. If it is determined that the number of members of the Board of Directors shall be five (5), the Members who are Owners of Single Family Units and the Members who are Owners of Townhome Units shall each elect two (2) directors, one (1) for a term of two (2) years and one (1) for a term of one (1) year. The candidate in each category of ownership receiving the largest number of votes shall serve the two(2) year term and the candidate in each category of ownership receiving the second largest number of votes shall serve the one (1) year term. If it is determined that the number of members of the Board of Directors shall be seven (7), the Members who are Owners of Single Family Units and the Members who are Owners of Townhome Units shall each elect three (3) directors, one for a term of three (3) years, one (1) for a term of two (2) years and one (1) for a term of one (1) year. The candidate in each category of ownership receiving the largest number of votes shall serve the three year term, the candidate in each category of ownership receiving the second largest number of votes shall serve the two(2) year term and the candidate in each category of ownership receiving the third largest number of votes shall serve the one (1) year term. At each annual meeting thereafter, the



members shall elect the appropriate number of directors for a term of three (3) years. Interim vacancies in the Board of Directors shall be filled by Declarant until the termination of Class "B" membership and thereafter shall be filled by a majority of the remaining Directors or by the sole remaining Director, and any such appointed Director shall serve for the remaining term of his predecessor.

ARTICLE VIII

OFFICERS

The day-to day affairs of the Association shall be administered, subject to the direction and authority of the Board of Directors, by the officers of the Association, which may include a President and a Vice President, who shall at all times be members of the Board of Directors; a Secretary, a Treasurer, and such officers as the Board of Directors may from time to time by resolution create. The officers shall be appointed by the Board of Directors and they shall serve at the pleasure of the Board of Directors. The names of the officers who are to serve until the first election or appointments are:

PRESIDENT	ELLSWORTH G. GALLIMORE
VICE PRESIDENT	LOUISE WARD
SECRETARY/TREASURER	LOUISE WARD

ARTICLE IX

INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. The Association hereby indemnifies any Director or Officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for an act alleged to have been committed by such person in his capacity of Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.



2. By or in the right of the Association to procure a Judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board of committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

ARTICLE X

BY-LAWS

By-Laws shall be initially adopted by the Board of Directors after which the ByLaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy.

ARTICLE XI

AMENDMENTS

Proposals for the alteration, amendment or recision of these Articles of Incorporation may be made by a majority of the Board of Directors or twenty-five percent (25%) of the voting members. Amendment of these Articles of Incorporation shall require the consent of not less than two-thirds (2/3) of the total number of votes in each class of membership. Notwithstanding anything herein to the contrary, to the extent lawful, Declarant may amend these Articles of Incorporation consistent with the provisions of the Declaration allow certain amendments to be effected by the Declarant alone.

ARTICLE XII

DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by the holders of not less than two-thirds (2/3) of the total number of votes in each class of members Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for the purposes similar to those for which this Association was created. In the event dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes. Any action under this Article is subject to the procedures and requirements of Florida Statute 617.05.



ARTICLE XIII

DURATION

The corporation shall exist perpetually unless sooner dissolved according to law.

ARTICLE XIV

SUBSCRIBERS

The name and address of the subscriber is as follows:

NAME

ADDRESS

Gregory L. Holzhauer

250 Park Avenue South, 5th Floor
Winter Park, Florida 32789

ARTICLE XV

DEFINITIONS

Capitalized terms contained herein shall have the definitions and meaning set forth in the Declaration.

ARTICLE XVI

INCONSISTENCY

In the event of any inconsistency between the terms and provisions contained in the Declaration and those contained in these Articles of Incorporation, the terms and provisions of the Declaration shall prevail.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the Incorporator of this Association, has executed these Articles of Incorporation this 28th day of May, 2002.



GREGORY L. HOLZHAUER



STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, GREGORY L. HOLZHAUER, to me well known and personally known to me to be the person described in and who executed the foregoing and he acknowledged before me that he executed the said instrument as his free and voluntary act and deed for the uses and purposes therein set forth and expressed.

Witness my hand and seal this 28th day of May, 2002.



Notary Public, State of Florida



CERTIFICATE DESIGNATING PLACE OF BUSINESS FOR SERVICE OF PROCESS WITHIN
THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with
said Act:

That, BELLA NOTTE HOMEOWNERS ASSOCIATION, INC., desiring to organize under
the laws of the State of Florida, with its principal offices at 557 North Wymore Road, Suite 102,
Maitland, Florida 32751, has named GREGORY L. HOLZHAUER, whose office is located at 250
Park Avenue South, 5th Floor, Winter Park, Florida 32789, as its agent to accept service of process
within the State.

ACKNOWLEDGEMENT

Having been named to accept service of process for the above stated corporation, at the place
designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the
provisions of said Act relative to keeping open said office.


GREGORY L. HOLZHAUER



EXHIBIT "C"

BY-LAWS
OF
BELLA NOTTE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

IDENTITY AND LOCATION

These are the By-Laws of BELLA NOTTE HOMEOWNERS ASSOCIATION, INC., herein called the "Association", a corporation not-for-profit organized and existing under Chapter 617, Florida Statutes, for the purpose of administering the Properties, as defined in and in accordance with the terms and conditions of that certain Declaration of Covenants, Conditions and Restrictions for Bella Notte at Vizcaya Phase Three (the "Declaration"). The principal office of the Association shall be located at 557 North Wymore Road, Suite 102, Maitland, Florida 32751, but meetings of the Board of Directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

ARTICLE II

GENERAL

Section 1. Incorporation of Declaration. As supplemented herein, the regulation of the business and affairs of the Association shall be governed by certain provisions of the Declaration, as amended from time to time, which are incorporated herein by reference as if set forth verbatim.

Section 2. Fiscal Year. The fiscal year of the Association shall be the calendar year or such other period as shall subsequently be determined by the Board of Directors.

Section 3. Seal. The seal of the Association shall bear the name of the Association, the word "Florida", and the year of incorporation.

Section 4. Definitions. The definitions set out in the Declaration are incorporated herein by reference.



ARTICLE III

ASSOCIATION PURPOSES AND POWERS

Section 1. Association's Purposes. The Association has been organized for the purposes set forth in the Declaration and Articles, including, without limitation, the following:

- (a) to own, operate and maintain the Common Property and to operate and maintain Areas of Common Responsibility, including but not limited to the Surface Water Management System, and any personal property owned by the Association;
- (b) to clean, clear, trim, remove weeds, limbs, and debris from, and to provide general grounds maintenance for both the Common Property and the Areas of Common Responsibility;
- (c) to fix assessments to be levied against the Lots in the Properties;
- (d) to enforce any and all covenants and agreements contained in the Declaration; and
- (e) to pay taxes and insurance, if any, on the Common Property.

Section 2. Records of the Association. The Association shall maintain each of the following items, when applicable, which constitute the official records of the Association:

- (a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Property or Areas of Common Responsibility;
- (b) A copy of these By-Laws and of each amendment thereto;
- (c) A copy of the Articles of Incorporation of the Association and of each amendment thereto;
- (d) A copy of the Declaration and each amendment and/or supplement thereto;
- (e) A copy of the current rules and regulations of the Association;
- (f) The minutes of all meetings of the Board of Directors and the minutes of all meetings of the Members which minutes shall be retained for seven (7) years;
- (g) A current roster of all Members and their mailing addresses and parcel identifications;





- (h) All of the Association's insurance policies or copies thereof which shall be retained for seven (7) years;
- (i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility; and
- (j) A copy of all bids received by the Association for work to be performed which shall be retained for one (1) year;
- (k) The financial and accounting records of the Association, kept according to good accounting practices, which financial and accounting records shall be maintained for a period of at least seven (7) years. The financial and accounting records shall include: (1) accurate, itemized, and detailed records of all receipts and expenditures, (2) a current account and a periodic statement of the account for each Member who is obligated to pay Assessments, the due date and amount of each Assessment or other charge against the Member, the dates and amount of each payment on the account, and the balance due, (3) all tax returns, financial statements, and financial reports of the Association, and (4) any other records that identify, measure, record, or communicate financial information.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. Board of Directors: Selection: Terms of Office. The affairs of the Association shall be managed by a Board of Directors consisting of three (3), five (5), or seven (7) members. The initial Board of Directors shall consist of three (3) Directors who shall be selected by the Declarant. The Declarant shall have the sole right to appoint and remove any member or members of the Board of Directors of the Association pursuant to Article III of the Declaration prior to the termination of Class "B" membership. Thereafter, the members of the Board shall be determined as set forth in Article III of the Declaration.

Section 2: Vacancies in the Board of Directors. Vacancies in the Board of Directors shall be filled by Declarant until Declarant has no authority to appoint Directors and thereafter by the majority of the remaining Directors, or by a sole remaining Director, and any such appointed Director shall serve for the remaining term of his predecessor.



ARTICLE V

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Board of Directors' Powers. The Board of Directors shall have power:

- (a) to call special meetings of the Board;
- (b) subject to Article VII herein, to appoint and remove at its pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall be construed to prohibit the employment of any Officer or Director of the Association in any capacity whatsoever;
- (c) to establish, levy and assess, and collect assessments or charges in accordance with the Declaration;
- (d) to adopt and publish rules and regulations governing the use of the Common Property and Areas of Common Responsibility;
- (e) to exercise for the Association all powers, duties and authority vested in or delegated to the Association;
- (f) to fill vacancies on the Board of Directors pursuant to Article IV above;
- (g) to appoint an Executive Committee of three (3) Directors and delegate all or any portion of the powers of the Board of Directors to this Executive Committee, subject to the limitations on the authority of the Executive Committee imposed by law; and
- (h) to take such other action as provided in the Declaration.

Section 2. Board of Directors' Duties. It shall be the duty of the Board of Directors:

- (a) to cause to be kept a complete record of all its acts and corporate affairs;
- (b) to supervise all officers, agents and employees of the Association and to see that their duties are properly performed;
- (c) to prepare the annual budget in accordance with the Declaration;



- (d) to fix the amount of assessments in accordance with the Declaration;
- (e) to prepare a roster of the Owners and Lots and the assessments applicable thereto, which roster shall be kept in the office of the Association; and
- (f) to send written notice of each assessment to each Owner as provided in the Declaration.

Section 3. Resignation. A Director of the Association may resign at any time by giving a written notice to the Board of Directors of the Association. The resignation of any Director shall take effect upon delivery of the notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4. Removal. Prior to the termination of Class "B" membership, any Director may only be removed, with or without cause, by the Declarant. Thereafter, except as otherwise provided in the Declaration, any Director may be removed, with or without cause, by a two-thirds (2/3) vote of the members of the Board.

Section 5. Directors' Fees. There shall be no Directors' fees paid to members of the Board of Directors, except that Directors shall be entitled to reimbursement of out-of-pocket costs authorized by the Board of Directors.

ARTICLE VI

DIRECTORS' MEETINGS

Section 1. Directors' Annual Meeting. The annual meeting of the Board of Directors shall be held at the discretion of the Board of Directors with ample notice given to each member.

Section 2. Notice. Not less than ten (10) days' written notice of such annual meeting shall be given to each Director.

Section 3. Special Meetings. Special meetings of the Board of Directors shall be held when called by any officer of the Association or by any two (2) Directors after not less than three (3) days' notice to each Director.

Section 4. Waiver of Notice. A Director may waive notice of a meeting of the Directors before or after the date and time stated in the notice. Except as otherwise provided in this Section 4, the waiver must be in writing, signed by the Director entitled to the notice and filed with the

minutes or corporate records. Attendance of a Director at any meeting shall constitute waiver of notice of such meeting, except where the Director attends for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened and does not thereafter vote for or assent to action taken at the meeting. If a meeting otherwise valid of the Board of Directors is held without notice where such is required, any action taken at such meeting shall be deemed ratified by a Director who did not attend, unless after learning of the action taken and of the impropriety of the meeting, he makes prompt objection thereto. Objection by a Director shall be effective only if written objection to the holding of the meeting or to any specific action so taken is filed with the Secretary of the Association.

Section 5. Action Upon Written Consent Without a Meeting. Action of the Board of Directors may be taken without a meeting upon the written consent signed by all members of the Board. Any such action without a meeting shall be effective on the date the last Board member signs the consent or on such date as is specified in the consent. Any such action by written consent shall have the same effect as a vote taken at a meeting of the Board of Directors.

Section 6. Board Quorum. The Majority of the Board of Directors shall constitute a quorum thereof.

ARTICLE VII

OFFICERS

Section 1. Association Officers. The Officers shall be a President, a Vice-President, a Secretary and a Treasurer. The officers may be, but shall not be required to be, members of the Board of Directors.

Section 2. Election of Officers. Declarant shall have the sole right to appoint and remove any officer of the Association so long as Declarant shall own more than ten percent (10%) of the total number of Lots in the Properties. Thereafter, all officers shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officer. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. President. The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board of Directors are carried out and shall sign all notes, checks, leases, mortgages, deeds and all other written instruments.



Section 5. Vice President. The Vice President shall perform all the duties in the absence of the President.

Section 6. Secretary. The Secretary shall be the ex officio Secretary of the Board of Directors, shall record the votes and keep the minutes of all proceedings in a book to be kept for such purpose. The Secretary shall sign all certificates of membership and shall keep the records of the Association.

Section 7. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business. The Treasurer shall sign all checks and notes of the Association, provided that such notes and checks shall also be signed by the President or Vice President.

ARTICLE VIII

LIABILITY AND INDEMNIFICATION

Section 1. Liability of Board Member. No Board Member or Officer of the Association shall be liable to any Owner for any decision, action or omission made or performed by such Board Member or Officer in the course of his duties unless such Board Member or Officer acted in bad faith or in reckless disregard of the rights of any person or of the terms of the Declaration or these By-Laws.

Section 2. Indemnification. To the fullest extent allowed by Section 617.0831, Florida Statutes, as same may be amended, and subject to any limitations set forth in the Declaration or Articles, the Association shall indemnify the Directors, Officers, employees, agents and other persons specifically designated from time to time by the Board of Directors whom it may indemnify pursuant to law. In this connection, the Association is authorized to take out such insurance as it may deem necessary or desirable consistent with such indemnification.

ARTICLE IX

INSURANCE

The Board of Directors or its duly authorized agent shall obtain hazard insurance for improvements to the Common Property and Areas of Common Responsibility and a broad form public liability policy covering all Common Property and Areas of Common Responsibility and all

damage or injury caused by negligence of the Association or any of its agents as more fully described in the Declaration.

ARTICLE X

AMENDMENTS

These By-Laws may be amended or repealed and new By-Laws adopted by the Directors so long as Declarant has the authority to appoint the Directors and thereafter by a majority vote of the Board of Directors present, in person or by proxy, and entitled to vote at a regular or special meeting of the Board; provided that any matter which is in fact governed by the Declaration may not be amended except as provided in the Declaration.

ARTICLE XI

GENERAL

Section 1. Conflicts. It is intended that the provisions of the Declaration which apply to the governance of the Association, as supplemented by the provisions in these By-Laws which are not contained in the Declaration, shall operate as the By-Laws of the Association. In the case of any conflict between such provisions set forth in the Declaration and these By-Laws, the Declaration shall control.

Section 2. Waiver. No provision of these By-Laws or any regulation promulgated by the Board of Directors pursuant hereto shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

Section 3. Severability. The provisions of these By-Laws are severable, and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the enforceability or effect of the remainder.

Section 4. Captions. Captions are inserted herein only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these By-Laws or the intent of any provision.

Section 5. Gender and Number. All nouns and pronouns used herein shall be deemed to include the masculine, the feminine, and the neuter, and the singular shall include the plural and the plural shall include the singular whenever the context requires or permits.



OR Bk 6637 Pg 6539
Orange Co FL 2002-0495875

Section 6. Roberts Rules. All meetings of the membership of the Board of Directors shall be conducted in accordance with *Roberts Rules of Order Revised*.

APPROVED BY THE BOARD OF DIRECTORS ON AUGUST 26, 2002.



OR Bk 6637 Pg 6540
Orange Co FL 2002-0495875

THIS DOCUMENT PREPARED BY:

Gregory L. Holzhauer, Esq.
Winderweedle, Haines, Ward
& Woodman, P.A.
Post Office Box 880
Winter Park, Florida 32790-0880

JOINDER AND CONSENT BY MORTGAGEE

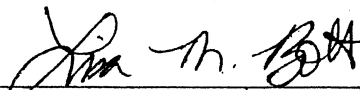
KNOW ALL MEN BY THESE PRESENTS:

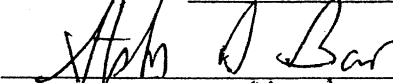
THAT WACHOVIA BANK, NATIONAL ASSOCIATION f/k/a FIRST UNION NATIONAL BANK ("**Mortgagee**"), having an office at Commercial Real Estate Department (FL-2790), P. O. Box 1000, Orlando, Florida 32802-1000, the owner and holder of that certain Mortgage and Security Agreement dated January 15, 2002, recorded in Official Records Book 6436, Page 8073, of the Public Records of Orange County, Florida, ("**Mortgage**") encumbering the Properties described in the foregoing Declaration of Covenants, Conditions and Restrictions for Bella Notte at Vizcaya Phase Three (the "**Declaration**"), by the execution hereof, hereby joins into and consents to the placing of the Declaration on the Properties described in Exhibit "A" to the Declaration, and further covenants and agrees that the lien of the Mortgage is and shall be subordinate to the Declaration as if the Declaration had been executed and recorded prior to the execution, delivery or recordation of the Mortgage.

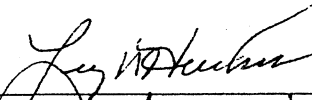
IN WITNESS WHEREOF, the Mortgagee has executed this Joinder and Consent this 26th day of August, 2002.

Signed, sealed and delivered
in the presence of:

WACHOVIA BANK, NATIONAL
ASSOCIATION f/k/a FIRST UNION
NATIONAL BANK, a national banking
association


Name Printed: Lisa M. Bott


Name Printed: Stephen D. Baum

By: 
Name: Larry W. Hacker
Title: Sr. Vice President

Date: Aug. 26, 2002

(Corporate Seal)



OR Bk 6637 Pg 6541
Orange Co FL 2002-0495875
Recorded - Martha O. Haynie

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 26th day of August, 2002, by Larry W. Hacker as Sr. Vice President of WACHOVIA BANK, NATIONAL ASSOCIATION f/k/a FIRST UNION NATIONAL BANK, a national banking association, on behalf of the association. He/She is personally known to me or has produced as identification.

Notary Public

Print Name: _____

My Commission Expires: _____



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



OR Bk 6637 Pg 6542
Orange Co FL 2002-0495876
10/09/2002 02:01:14pm
Rec 15.00 DSC .70

THIS DOCUMENT PREPARED BY:

Gregory L. Holzhauer, Esq.
Winderweedle, Haines, Ward
& Woodman, P.A.
Post Office Box 880
Winter Park, Florida 32790-0880

Parcel ID # _____

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 27th day of August, 2002, by BUTLER RIDGE DEVELOPMENT, INC., a Florida corporation, whose address is 557 N. Wymore Road, Suite 102, Maitland, Florida 32751 ("Grantor"), to VIZCAYA MASTER HOMEOWNERS' ASSOCIATION INC., a Florida non-profit corporation with offices located at 8000 The Esplanade, Orlando, Florida 32836, BELLA NOTTE HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation with offices located at 557 N. Wymore Road, Suite 102, Maitland, Florida 32751 and MIRABELLA AT VIZCAYA HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation with offices located at 901 Alhambra Court, Orlando, Florida 32804 ("Grantee"):

WITNESSETH, that the Grantor, for and in consideration of the sum of \$10.00, in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Orange, State of Florida, to-wit:

Tract "N", BELLA NOTTE AT VIZCAYA PHASE THREE, according to the Plat thereof, as recorded in Plat Book 52, Pages 19 through 23, Public Records of Orange County, Florida.

RESERVING UNTO GRANTOR a drainage easement over, under and across that certain portion thereof more particularly described on Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the same together with all and singular appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor, either in law or equity, to the proper use, benefit and behoof of the Grantee forever.



DR Bk 6637 Pg 6543
Orange Co FL 2002-0495876

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

BUTLER RIDGE DEVELOPMENT, INC.,
a Florida corporation

Lance Bennett
Print Name: Lance Bennett

By: *Ellsworth G. Gallimore*
ELLSWORTH G. GALLIMORE,
President

Gregory L. Holzhauser
Print Name: GREGORY L. HOLZHAUSER

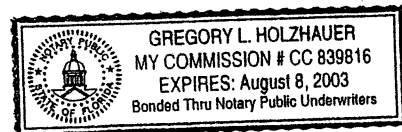
"Grantor"

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before this 27th day of August, 2002, by ELLSWORTH G. GALLIMORE as President of BUTLER RIDGE DEVELOPMENT, INC, a Florida corporation, on behalf of said corporation. He [☒] is personally known to me or [] has produced _____ as identification.

Gregory L. Holzhauser
Notary Public
Print Name: _____
My Commission Expires: _____





OR Bk 6637 Pg 6544
Orange Co FL 2002-0495876
Recorded - Martha O. Haynie

EXHIBIT "A"

RESERVED DRAINAGE EASEMENT

A portion of Tract "N", BELLA NOTTE AT VIZCAYA PHASE THREE, according to the plat thereof, as recorded in Plat Book 52 Pages 19 through 23, Public Records of Orange County, Florida, being more particularly described as follows:

Commence at the southeast corner said Tract "N"; thence run N 10°43'15" W along the easterly line of said Tract "N", a distance of 112.60 feet for the **POINT OF BEGINNING**; thence run S 79°16'45" W a distance of 100.00 feet to a point on the westerly line of said Tract "N"; thence run N 10°43'15" W, along said westerly line, a distance of 30.00 feet; thence run N 79°16'45" E, a distance of 100.00 feet to the aforementioned easterly line of Tract "N"; thence run S 10°43'15" E, along said easterly line, a distance of 30.00 feet to the **POINT OF BEGINNING**.

This instrument was prepared by
and should be returned to:
Gregory L. Holzhauer, Esq.
Winderweedle, Haines, Ward & Woodman, P.A.
P.O. Box 880
Winter Park, Florida 32790-0880

ROADWAY MAINTENANCE AGREEMENT

THIS ROADWAY MAINTENANCE AGREEMENT ("Agreement") is made as of the 15th day of August, 2002 by and between VIZCAYA MASTER HOMEOWNERS' ASSOCIATION INC., a Florida non-profit corporation with offices located at 8000 The Esplanade, Orlando, Florida 32836 ("Vizcaya") and BELLA NOTTE HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation with offices located at 557 N. Wymore Road, Suite 102, Maitland, Florida 32751 ("Bella Notte") and MIRABELLA AT VIZCAYA HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation with offices located at 901 Alhambra Court, Orlando, Florida 32804 ("Mirabella").

RECITALS

A. Marlanco, Inc., a Florida corporation ("Marlanco") and Grenada N.V. Corp. of The Netherlands Antilles, a/k/a Grenada N.V. ("Grenada") did enter into that certain Easement Agreement dated November 16, 1993, recorded November 16, 1993 in Official Record Book 4653, Page 675, Public Records of Orange County, Florida (the "Original Easement"), providing for the construction, operation, and maintenance of certain roadways and related facilities.

B. The Original Easement was amended pursuant to that certain First Amendment to Easement Agreement dated December 14, 1999, recorded December 27, 1999 in Official Records Book 5908, Page 3671, Public Records of Orange County, Florida, and was further amended pursuant to that certain Second Amendment to Easement Agreement dated December 6, 2001, recorded December 18, 2001 in Official Records Book 6415, Page 1542, Public Records of Orange County, Florida (the Original Easement as amended by the First Amendment to Easement Agreement and by the Second Amendment to Easement Agreement is hereinafter referred to as the "Amended Easement"). Unless otherwise defined herein, all capitalized terms shall have the meaning ascribed to such terms by said First Amendment to Easement Agreement.

C. Applied Building Development of Orlando - B.H., Inc., a Florida corporation ("ABD"), as a successor in interest to Grenada by virtue of purchasing a portion of the property owned by Grenada, is the owner of certain property adjacent and south of the Marlanco Parcel which is described in the First Amendment to Easement Agreement and referred to therein as the ABD Parcel. Portions of the ABD Parcel have been platted into subdivisions more particularly described

as Vizcaya Phase One according to the plat thereof as recorded in Plat Book 45, Pages 29-34, Public Records of Orange County, Florida ("Vizcaya One"), Vizcaya Phase Two according to the plat thereof as recorded in Plat Book 46, Pages 78-81, Public Records of Orange County, Florida ("Vizcaya Two") and Vizcaya Townhomes according to the plat thereof as recorded in Plat Book 46, Page 140, Public Records of Orange County, Florida (the latter being referred to as the "Vizcaya Townhome Parcel").

D. Butler Ridge Development, Inc., a Florida corporation ("Butler Ridge") has purchased from Marlanco the Marlanco Parcel. Marlanco and Butler Ridge did enter into that certain Assignment and Assumption of Easement Agreement dated January 15, 2002, recorded in Official Records Book 6436, Page 7998, Public Records of Orange County, Florida ("Assignment") whereby Marlanco assigned all of its rights, duties and obligations under the Amended Easement to Butler Ridge, including, without limitation, the payment obligations associated with the Operating Costs as set forth in Paragraph 3(h) of the First Amendment to Easement Agreement.

E. Said Amended Easement provides that ABD was to construct the Facilities (as defined in said First Amendment to Easement Agreement and not as defined in the Original Easement), and that the Budgeted Costs of constructing the Facilities would be allocated on a pro-rata basis between the owners of the Marlanco Parcel and the owners of the ABD Parcel, with 63% of such Budgeted Costs being allocated to the ABD Parcel and 37% of such Budgeted Costs being allocated to the Marlanco Parcel. The Amended Easement also provides that the Operating Costs of operating, maintaining, repairing and/or replacing the Facilities, including without limitation, any costs associated with the manning and operation of the Guard House, and the leasing of the street lights from the local power company, if applicable, would be allocated on a pro-rata basis between the owners of the Marlanco Parcel and the owners of the ABD Parcel, with 63% of such Operating Costs being allocated to the ABD Parcel and 37% of such Operating Costs being allocated to the Marlanco Parcel.

F. Butler Ridge has conveyed a portion of the Marlanco Parcel to Reiche and Silliman, Inc., a Florida corporation ("Reiche and Silliman"), said portion being more particularly described on Exhibit "A" attached hereto (the "Mirabella Parcel"). Butler Ridge intends to plat the portion of the Marlanco Parcel remaining after conveyance of the Mirabella Parcel (the "Bella Notte Parcel") into a subdivision to be known as Bella Notte at Vizcaya Phase Three. Reiche and Silliman intend to plat the Mirabella Parcel into a subdivision to be known as Mirabella at Vizcaya Phase Three. Access to both the Mirabella Parcel and the Bella Notte Parcel shall be over a portion of Access Easement Area described on Exhibit "D" to the Original Easement, said portion of the Access Easement Area being hereinafter referred to as "The Esplanade"). Butler Ridge and Reiche and Silliman have agreed among themselves that as to The Esplanade, the 37% of the Budgeted Costs, and the 37% of the Operating Costs, currently allocated to the Marlanco Parcel shall be further allocated such that after the recordation of plat of the Mirabella Parcel, the owner(s) of the Mirabella Parcel shall pay 8.45% of such Operating Costs, and after the recordation of the plat of the Bella Notte Parcel, the owner(s) of the Bella Notte Parcel shall pay 28.55% of the Operating Costs. In any event, Butler Ridge shall be responsible for the entire 37% of the Budgeted Costs and prior to the recordation of the aforementioned plats, the 37% of the Operating Costs.



G. Pursuant to that certain Quit Claim Deed of even date herewith, Butler Ridge has conveyed to Vizcaya, Mirabella and Bella Notte (each individually an "Association") an undivided interest in The Esplanade.

H. Vizcaya, Mirabella and Bella Notte desire to enter into an agreement to provide for the manner in which the Budgeted Costs and the Operating Costs in connection with The Esplanade shall be estimated, placed in reserve, and collected by each Association and the manner in which each Association will in turn distribute said funds to Vizcaya for the reimbursement of the Budgeted Costs and the Operating Costs.

NOW THEREFORE, in consideration of these presents, and in further consideration of the sum of TEN DOLLARS (\$10.00) in hand paid to the other parties by each of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are true and correct and are hereby incorporated as covenants and agreements and are made a part hereof.

2. **Certain Provisions of Amended Easement Superseded.** It is the intent of the parties hereto that the provisions of the Amended Easement shall no longer apply to or govern the construction and maintenance of the Facilities constructed upon The Esplanade. Therefore, the provisions of this Agreement shall supersede and replace the provisions of the Amended Easement as they apply to The Esplanade; provided, however, that the provisions of the Amended Easement shall continue to apply and shall remain in force and effect as to the Access Easement Area described on Exhibit "C" to the Original Easement. The foregoing notwithstanding, the provisions of Section 3(g) of the First Amendment to Easement Agreement regarding use of the Facilities by construction vehicles shall continue to apply to The Esplanade.

3. **Access for Developments.** The Esplanade shall provide ingress and egress for Vizcaya One, Vizcaya Two, the Vizcaya Townhome Parcel, the Bella Notte Parcel and the Mirabella Parcel, as well as the remainder of the ABD Parcel.

4. **Reimbursement of Budgeted Costs.** ABD has completed construction and installation of the Facilities upon The Esplanade. Upon commencement of development of the Bella Notte Parcel and/or the Mirabella Parcel, Butler Ridge shall reimburse ABD for its respective prorata share (37%) of the Budgeted Costs. For the purposes hereof, the term "commencement of development" shall have the meaning ascribed to such term in Section 3(f) of the First Amendment to Easement Agreement. The amounts which Butler Ridge are required to pay to ABD pursuant to this Section 4 shall be increased from the date of completion of the Facilities upon the Esplanade through the date of reimbursement by Butler Ridge to ABD in accordance with the CPI index. Butler Ridge joins herein for the purpose of agreeing to be bound by the provisions of Sections 3 and 4 of this Agreement.

5. **Maintenance Obligation.** Vizcaya shall maintain, repair and replace the Facilities, including without limitation causing the Guard House to be manned and operated, and shall pay the

Operating Costs as they become due and payable, subject to the provisions hereof providing for reimbursement of a portion of such costs.

6. **Payment of Association's Share of Operating Costs.** From time to time, as Operating Costs become due and payable, Vizcaya shall provide written notice to Mirabella and Bella Notte of their applicable share of the Operating Costs, which written notice shall contain paid invoices and other evidence of the payment of Operating Costs as Mirabella and/or Bella Notte may reasonably require. Mirabella and Bella Notte shall have thirty (30) days from the receipt of the written request from Vizcaya and such paid invoices and other evidence to reimburse Vizcaya for their prorata share of the Operating Costs expended by Vizcaya. In the event any Association fails to pay its share of the Operating Costs within thirty (30) days of the receipt of Vizcaya's written request for payment and such paid invoices and other evidence, said Association shall then be considered in default of its obligations hereunder.

7. **Estimated Budget.** For the purpose of allowing each Association the opportunity to include within its respective budget its share of the estimated Operating Costs for the upcoming year, Vizcaya shall, on or before September 30 of each year, prepare and furnish to the other Associations a proposed budget estimating the Operating Cost for the following calendar year. Said proposed budget shall provide the amount of the estimated Operating Costs to be allocated to Vizcaya, Mirabella, and Bella Notte, including any necessary or required reserves for capital improvements or replacement of the roadway at a future date.

8. **Establishment of Separate Reserve Account.** Vizcaya shall establish a separate bank account ("Reserve Account") and, as each Association collects assessments from its own members, each Association shall pay to Vizcaya its respective share no less frequently than quarterly. Vizcaya shall deposit funds representing each such Association's share (including its own share) of the estimated Operating Costs in the Reserve Account. The Reserve Account shall be held separate and apart from all other funds and accounts of Vizcaya which shall not commingle the funds required to be deposited into the Reserve Account with other funds and accounts which Vizcaya may have or maintain. The funds paid to each Association for payment of the Operating Costs shall not be utilized for any purpose other than payment of the Operating Costs or reimbursing another Association for the payor Association's share of such costs.

9. **Right to Inspection / Repairs.** Each Association, at its sole cost and expense, shall have the right to hire a civil engineer for the purpose of having The Esplanade and other Facilities inspected to determine if The Esplanade and other Facilities are being adequately maintained and/or to identify any needed repairs or replacements. The inspection shall be written into a report format and delivered to each Association. Upon receipt of said report, Vizcaya shall cause to have the maintenance, repairs, and/or replacements recommended in the report (the "Remedial Work") completed within sixty (60) days from the receipt of the report (or such extended period as is necessary to complete such Remedial Work, provided that Vizcaya commences such Remedial Work within such sixty (60) day period and continues diligently to complete such Remedial Work thereafter). In the event the Remedial Work has not been completed within said sixty (60) day (or extended) period, then Vizcaya shall be considered in default of its obligations hereunder.

10. **Insurance.** Each Association shall carry, at its own cost and expense, liability insurance sufficient to afford protection against any and all claims for personal injury, death or property damage occurring in, upon, adjacent to, or in connection with their respective use and operations within The Esplanade. Such insurance shall be in the minimum amount of Three Million Dollars (\$3,000,000.00) combined single limit. Such insurance shall be issued by an insurance company licensed to do business in the State of Florida and rated A VII or better by the then current Best's Guide. Upon request of a party hereto, another party within ten (10) days of such request shall provide evidence of such insurance to the requesting party.

11. **Default.** In the event any party shall default with respect to its obligations hereunder, and such party does not cure such default within thirty (30) days from receipt of written notice from any other party (or if such default is of a nature that it cannot be cured within such thirty (30) day period, if the defaulting party fails to commence to cure the default as soon as is reasonably practical), any non-defaulting party shall have the right, but not the obligation, to perform such obligations on behalf of the defaulting party. In such event, the defaulting party shall, within (10) days after written demand therefor to the defaulting party by the non-defaulting party, reimburse to such non-defaulting party the amount of costs incurred by the non-defaulting party in curing the default. If the defaulting party fails or refuses to pay such sum, the defaulting party shall owe such non-defaulting party interest on such sums at the lesser of (i) eighteen Percent per annum; or (ii) the highest rate allowed by law.

12. **Successors and Assigns.** All of the covenants, terms, agreements and restrictions set forth in this Agreement are intended to be and are constructed as covenants running with the land and shall be binding upon and inure to the benefit of Vizcaya, Mirabella and Bella Notte and their respective successors and assigns.

13. **Notice.** Any notice which any party hereto may be required or may desire to give hereunder shall be deemed to have been given if hand delivered, or mailed, postage prepaid, by United States certified mail, return receipt requested, or if sent by a nationally recognized courier service at the address set forth above in the preamble of this Agreement, or to such other address as the party to be given notice may have furnished in writing to the party seeking or desiring to give such notice, as a place for the giving of such notice. Any notice given in accordance with the foregoing shall be deemed given when hand delivered, or if mailed, three (3) days after it shall have been deposited in the United States mail or two (2) days after it has been deposited with a recognized overnight courier service.

14. **No Implied Waiver.** No course of dealing between the parties and no delay in exercising any right, power or remedy conferred hereby or now or hereafter existing at law, in equity, by statute or otherwise shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy.

15. **Attorneys' Fees and Costs.** If any party files suit or brings a judicial action, a proceeding for declaratory judgment, or any other proceeding against the others to recover any sum due hereunder or for default or breach of any of the covenants, terms or conditions herein contained, the party which substantially prevails in any such suit, action or proceeding shall be entitled to



receive from the other party or parties, as the case may be, such prevailing party's actual costs, fees and expenses reasonably incurred in connection with such suit, action or proceeding through any and all final appeals arising out of such suit, action or proceeding.

16. **Counterparts.** This Agreement may be executed in any number of counterparts any one and all of which shall constitute the agreement of the parties, and each of which shall be deemed an original but all of which together shall constitute one in the same document.

17. **Construction.** This Agreement shall be construed under the laws of the State of Florida. Venue for any action involved in this Agreement shall lie in Orange County, Florida.

[SIGNATURES ON FOLLOWING PAGES]



IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

Signed, sealed and delivered
in the presence of:

VIZCAYA MASTER HOMEOWNERS'
ASSOCIATION, INC., a Florida non-profit
corporation


Louise A. Ward
Name printed: LOUISE A. WARD
Sherri L. Griffin
Name printed: Sherri L. Griffin

By: [Signature]
DAVID KOHN,
President

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 15th day of August, 2002, by DAVID KOHN as President of VIZCAYA MASTER HOMEOWNERS' ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation. He is personally known to me or has produced N/A as identification.

 Louise A Ward
My Commission CC891175
Expires January 29, 2004

Louise A. Ward
Notary Public
Print Name: LOUISE A. WARD
My Commission Expires: 1-29-04



OR Bk 6637 Pg 6552
Orange Co FL 2002-0495877

BELLA NOTTE HOMEOWNERS
ASSOCIATION, INC.,
a Florida non-profit corporation

Louise A. Ward
Name printed: LOUISE A. WARD


Sherri L. Griffin
Name printed: Sherri L. Griffin

By: Ellsworth G. Gallimore
ELLSWORTH G. GALLIMORE,
President

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 15th day of August, 2002, by ELLSWORTH G. GALLIMORE as President of BELLA NOTTE HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation. He is personally known to me or has produced N/A as identification.

 Louise A Ward
My Commission CC891175
Expires January 29, 2004

Louise A. Ward
Notary Public
Print Name: LOUISE A. WARD
My Commission Expires: 1-29-04



OR Bk 6637 Pg 6553
Orange Co FL 2002-0495877

MIRABELLA AT VIZCAYA
HOMEOWNERS ASSOCIATION, INC.,
a Florida non-profit corporation

Louise A. Ward
Name printed: LOUISE A. WARD

Mildred T. Prado
Name printed: Mildred T. Prado

By: [Signature]
ROBERT B. REICHE, President

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 15th day of August, 2002, by ROBERT B. REICHE as President of MIRABELLA AT VIZCAYA HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



Louise A Ward
My Commission CC891175
Expires January 29, 2004

Louise A. Ward
Notary Public
Print Name: LOUISE A. WARD
My Commission Expires: 1-29-04



OR Bk 6637 Pg 6554
Orange Co FL 2002-0495877

BUTLER RIDGE DEVELOPMENT, INC.,
a Florida corporation

Louise A. Ward
Name printed: LOUISE A. WARD

Sherri L. Griffin
Name printed: Sherri L. Griffin

By: Ellsworth G. Gallimore
ELLSWORTH G. GALLIMORE,
President

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 15th day of August, 2002, by ELLSWORTH G. GALLIMORE, as President of BUTLER RIDGE DEVELOPMENT, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



Louise A Ward
My Commission CC891175
Expires January 29, 2004

Louise A. Ward
Notary Public
Print Name: LOUISE A. WARD
My Commission Expires: 1-29-04



OR Bk 6637 Pg 6555
Orange Co FL 2002-0495877
Recorded - Martha O. Haynie

EXHIBIT "A"

A portion of Sections 34 and 35, Township 23 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

BEGIN at the southeast corner of Tract "N", *VIZCAYA PHASE ONE*, according to the plat thereof, as recorded in Plat Book 45, Pages 29 through 34, Public Records of Orange County, Florida; said point lying on the east right-of-way line of the Esplanade (a 100' wide right-of-way); thence run northerly along the easterly right-of-way line of the Esplanade the following three (3) courses and distances; run N 00°35'46" E, a distance of 261.67 feet to the point of curvature of a curve, concave easterly, having a radius of 339.78 feet; thence run 189.20 feet along the arc of said curve through a central angle of 31°54'14" to the point of tangency thereof; thence N 32°30'00" E, a distance of 388.07 feet; thence run S 57°30'00" E, along the southerly line of lands described in Official Records Book 4054, Page 2810, Public Records of Orange County, Florida and the southeasterly prolongation thereof, a distance of 1209.51 feet; thence run S 29°48'16" E along the southerly line of lands recorded in Official Records Book 5745, Page 1340, Public Records of Orange County, Florida, a distance of 2.03 feet; thence run S 57°30'00" E along said line for a distance of 468.69 feet to a point on the northerly line of said *VIZCAYA PHASE ONE*; thence run westerly along said northerly boundary line the following two (2) courses and distances; run S 62°33'09" W, a distance of 1169.77 feet; thence run S 43°32'21" W, a distance of 637.13 feet to the southeast corner of Tract "N", *BELLE NOTTE AT VIZCAYA PHASE THREE*; thence run northerly along the easterly line of said Tract "N" (The Esplanade), the following four (4) courses and distances; thence run N 10°43'15" W, a distance of 785.29 feet to a point of curvature of a curve, concave westerly, having a radius of 334.70 feet and a central angle of 07°25'05"; thence run 43.33 feet along the arc of said curve to a point of reverse curvature of a curve, having a radius of 950.00 feet and a central angle of 18°44'07"; thence run 310.64 feet along the arc of said curve to the point of tangency thereof; thence run N 00°35'46" E, a distance of 17.35 feet to the **POINT OF BEGINNING**.