

This instrument prepared by and return to:
David R. Brittain, Esq.
Trenam, Kemker, Scharf, Barkin, Frye,
O'Neill & Mullis, P.A.
Post Office Box 1102
Tampa, FL 33601

#201199.

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
BRIGHTWATER MASTER HOMEOWNERS ASSOCIATION, INC.**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BRIGHTWATER MASTER HOMEOWNERS ASSOCIATION, INC. (the "First Amendment") is made and entered into this 3 day of December, 2020, effective the 3 day of December, 2020, by NORTH BROOK HOLDINGS, LLC a Florida limited liability company, hereinafter referred to as Declarant.

RECITALS

WHEREAS, the Declaration of Covenants, Conditions and Restrictions for Brightwater Master Homeowners Association, Inc. was executed on the 10th day of May, 2018, and recorded on the 7th day of June, 2018 as Instrument Number 2018000138522, of the Public Records of Lee County, Florida (the "Original Declaration").

WHEREAS, Article XII of the Original Declaration provides that, so long as Declarant is in control of the Master Association and maintains its Class "B" memberships status, Declarant may initiate, adopt and make any amendment to the Original Declaration without the joinder or consent of any Owner or any other party, subject only to the restrictions set forth in Section 720.3075(5), Florida Statutes.

WHEREAS, Declarant is in control of the Master Association and maintains its Class "B" membership status.

WHEREAS, Declarant desires to amend the Original Declaration as set forth in this First Amendment.

NOW THEREFORE, Declarant does hereby amend the Original Declaration as set forth in this First Amendment:

1. **Recitals.** The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment.

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By: Trenam Law

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WHEREAS, Declarant is in control of the Master Association and maintains its Class "B" membership status.

WHEREAS, Declarant desires to amend the Original Declaration as set forth in this First Amendment.

NOW THEREFORE, Declarant does hereby amend the Original Declaration as set forth in this First Amendment:

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment.

2. Conflicts. In the event of any conflict between this First Amendment and the Original Declaration, this First Amendment shall control. Whenever possible, this First Amendment and the Original Declaration shall be construed as a single document.

3. Definitions. All initially capitalized terms not defined herein shall have the meanings set forth in the Original Declaration.

4. Amendments.

- a. The following Sections are hereby added to Article I of the Original Declaration as consecutively numbered additional definitions:

50. "Absentee Owner" shall mean an Owner of a Lot who is not occupying the Dwelling located on such Lot as his or her homestead real property, as defined by applicable Florida law. Accordingly, if the Owner of the Lot is a for-profit or non-profit business entity and not an individual, then such Owner shall be an "Absentee Owner," unless one or more of the individuals holding an ownership interest in such business entity are occupying the Dwelling located on such Lot as their primary personal residence. In the latter case, notwithstanding that the Dwelling is not homestead real property under Florida law, the individual holding an ownership interest in the Lot and occupying it as his or her primary personal residence shall be deemed an "Owner" and not an "Absentee Owner" for so long as he or she occupies the Dwelling for such purposes.

51. "Absentee Owner Occupant" shall mean a natural person who occupies a Dwelling located on a Lot owned by an Absentee Owner, if such occupancy is not as a tenant pursuant to a bona fide lease for a fair market rental as otherwise provided in this Declaration.

52. "Tenant" shall mean a natural person who occupies a Dwelling located on a Lot owned by an Owner with such occupancy pursuant to a bona fide lease for a fair market rental as otherwise provided in the Declaration.

- b. Article X, Section 7 of the Original Declaration, is hereby amended and restated in its entirety as follows:

7. Vehicles. No vehicle may be parked on the Property except within garages or on paved streets and paved driveways. Personal use vehicles parking on paved streets are restricted to areas where parking is not prohibited. Overnight parking on paved streets is not allowed. No inoperative vehicles shall be allowed to remain on the Property in excess of forty-eight (48) hours unless kept in an enclosure and not visible from the street or any other Lot. No commercial vehicles, except those present on business, shall be parked on any part of the Property. For purposes of this provision, "commercial vehicles" shall mean cars, trucks or any other motorized vehicles, and trailers that may be attached thereto, which are used primarily for business rather than personal purposes. No trailers, boats, campers, trucks, mobile homes, motorized recreational vehicles or motorcycles may be parked in the Property unless parked inside a garage or behind the Dwelling, provided said vehicle cannot be seen from any street. The foregoing shall not

be applied to a Builder's construction vehicles or those of a Builder's subcontractors, suppliers and consultants.

- c. Article X, Section 18 of the Original Declaration, is hereby amended and restated in its entirety as follows:

18. Use, Rentals, Tenants, Absentee Owner Occupants.

Lots shall be used for single family residential purposes only.

The number of Tenants or Absentee Owner Occupants of the Dwelling may not exceed two (2) persons per the number of bedrooms in the Dwelling.

For Rentals to Tenants: Owners may rent or lease Dwellings for periods of not less than six (6) months and not more than one (1) year. An Owner, at least seven (7) days prior to entering into a written lease agreement, shall deliver to the Association written notice of intent to lease a Dwelling, together with an application fee in the amount established from time to time by the Board of Directors (which, unless modified by the Board of Directors, initially shall be fifty dollars [\$50.00]). All leases shall contain a provision that permits the Owner to evict the Tenant for violations of the Governing Documents of the Association, including the Rules and Regulations and the restrictions set forth in this Declaration. The Tenant shall complete such informational form as may be required by the Association, and Owner shall deliver the same to the Association prior to commencement of the tenancy. In furtherance of the provisions of Florida Statutes Sect. 720.305, the Association shall have the right to enforce its Governing Documents, including the Rules and Regulations of the Association and the restrictions set forth in this Declaration, against any Tenant and the Owner, but without any obligation to do so against Tenant, such enforcement being the sole responsibility and obligation of the Owner. All Leases must be for the entire Dwelling and individual rooms within a Dwelling may not be leased. The Association shall have all other rights and remedies in addition to the foregoing, cumulatively, conferred upon the Association by Florida Statutes Sect. 720. Notwithstanding the foregoing, however, the Association assumes no responsibility, and shall not be liable, for the content of any Lease between an Owner and a Tenant with respect to a Dwelling, nor shall the Association be responsible or obligated for performing background investigations of any Tenant or Tenants.

The Owner agrees to remove, promptly and at the Owner's sole expense, by all available legal means, including eviction, his or her Tenant should the Tenant refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations, and any other policies adopted by the Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such Tenant and the costs of the same shall be the responsibility of Owner.

For Use by Absentee Owner Occupant: An Owner, at least seven (7) days prior to occupancy of such Owner's Dwelling by an Absentee Owner Occupant, shall truthfully complete, execute, and deliver to the Association such informational form as may be required by the Association prior to commencement of occupancy by such Absentee Owner Occupant. The Association shall have the right to enforce its Rules and Regulations and the restrictions set forth in this Declaration against any such Absentee Owner Occupant, as well as the Owner, but without any obligation to do so against an Absentee Owner Occupant, such enforcement being the sole obligation of the Owner. In furtherance of the provisions of Florida Statutes Sect. 720.305, the Association shall have the right to enforce its Governing Documents, including the Rules and Regulations of the Association and the restrictions set forth in this Declaration, against any Absentee Owner Occupant and the Absentee Owner, but without any obligation to do so against the Absentee Owner Occupant, such enforcement being the sole responsibility and obligation of the Absentee Owner. The Association shall have all other rights and remedies in addition to the foregoing, cumulatively, conferred upon the Association by Florida Statutes Sect. 720.

Each Absentee Owner agrees to remove, at Absentee Owner's sole expense, by legal means diligently prosecuted to completion, his or her Absentee Owner Occupant if the Absentee Owner Occupant refuses or fails to abide by and adhere to this Declaration, the Rules and Regulations, and any other policies adopted by the Association. Notwithstanding the foregoing, should an Absentee Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to remove such Absentee Owner Occupant from the Property without limiting any other rights of the Association under this Declaration, and the costs of the same shall be the responsibility of Absentee Owner. The Association assumes no responsibility, and shall not be liable, for any Absentee Owner Occupant occupying a Dwelling, nor shall the Association be responsible or obligated for performing background investigations of any Absentee Owner Occupant or Occupants.

5. No Other Modifications. All provisions of the Original Declaration not modified hereby or inconsistent herewith, shall remain as originally contained therein.

IN WITNESS WHEREOF, Declarant has duly executed this First Amendment on the date first written above.

WITNESSES:

DECLARANT:

NORTH BROOK HOLDINGS, LLC
a Florida limited liability company



Witness #1

Karessa Boyd

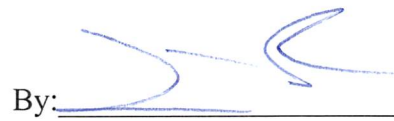
Printed Name



Witness #2

Lauren Parsons

Printed Name



By:

John M. Ryan
Its Manager

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of December, 2020, by John M. Ryan, as Manager of NORTH BROOK HOLDINGS, LLC, a Florida limited liability company, on behalf of the company, ☒ who is personally known to me or ☐ who has produced _____ as identification.



Karessa Boyd
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG110330
Expires 5/31/2021



Notary Public, State of Florida

Printed name: Karessa Boyd

My Commission Expires: 5/31/2021

JOINDER

BRIGHTWATER MASTER HOMEOWNERS ASSOCIATION, INC.


BRIGHTWATER MASTER HOMEOWNERS ASSOCIATION, INC. ("Association") does hereby join in the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Brightwater Master Homeowners Association, Inc. (the "First Amendment") to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association acknowledges that this Joinder is for convenience purposes only, inasmuch as Association has no right to approve the First Amendment.


IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 3rd day of December, 2020.

WITNESSES:

BRIGHTWATER MASTER HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation


Print Name: Karesa Boyd


Print Name: Lauren Parsons

By: 
Name: John M. Ryan
Title: President

{SEAL}

STATE OF FLORIDA)
) SS.:
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3rd day of December, 2020 by John M Ryan, as President of BRIGHTWATER MASTER HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, ☒ who is personally known to me or ☐ who has produced _____ as identification, on behalf of the corporation.

My commission expires:


NOTARY PUBLIC, State of Florida

Print Name Karesa Boyd

