

Prepared by and Return to:

Brionez + Brionez, P.A.
315 N. New Hampshire Ave
Tavares, FL 32778

**AMENDMENT TO THE AMENDED DECLARATION
OF COVENANTS AND RESTRICTIONS OF BRIGHT WATER PLACE**

THIS AMENDMENT to the Amended Declaration of Covenants and Restrictions of Bright Water Place is made and entered into on this 9th day of March 2020, by BRIGHT WATER PLACE HOMEOWNERS ASSOCIATION, INC., a Florida corporation (hereinafter "Association"), and the members and owners set forth in the attached consent and approval.

WITNESSETH:

WHEREAS, Bright Water Place is a subdivision in Lake County, Florida, subject to those certain Amended Declaration of Covenants and Restrictions dated October 31, 1991, as recorded in Official Records Book 1250, page 2387, Public Records of Lake County, Florida; and

WHEREAS, on February 2, 1998, the Developer entered into an Amendment to the Amended Declaration of Covenants and Restrictions for Bright Water Place, which is recorded in Official Records Book 1603, Page 2336 of the Public Records of Lake County, Florida; and

WHEREAS, on July 11, 2019, the Bright Water Place Homeowners' Association entered into an Amendment to the Amended Declaration of Covenants and Restrictions for Bright Water Place, which is recorded in Official Records Book 5311, Page 256 of the Public Records of Lake County, Florida; and

WHEREAS, the Bright Water Place Homeowners' Association is a Florida Corporation not-for-profit organized for the purposes set forth in the Amended Declaration of Covenants and Restrictions, as amended; and

WHEREAS, a consent and approval was executed by owners of lots in Bright Water Place, as defined in the Amended Declaration of Covenants and Restrictions; and

WHEREAS, the parties desire that the Amended Declaration of Covenants and Restrictions shall apply to all of the lots, in Phase 1 and Phases II, III, and IV in the platted subdivision of Bright Water Place, as amended herein; and

WHEREAS, the parties desire to further amend various provisions of the Amended Declaration of Covenants and Restrictions upon the terms and conditions set forth herein, and this Amendment will supersede any provisions of the Amended Declaration of Covenants and Restrictions which are inconsistent herewith.

NOW, THEREFORE, in consideration of the mutual covenants and undertakings, the parties hereto hereby agree and declare the following amendments to the Amended Declaration of Covenants and Restrictions of Bright Water Place:

1. Article VIII, Paragraph (1), Restrictive Covenants, is hereby amended to read as follows:

(1) Land Use. No Lot or Living Unit shall be used for any purpose other than for residential purposes and must comply with Building and Zoning requirements. No Lot or Living Unit shall be used for vacation rental or other short term rental for a period less than 6 months. No building shall be erected upon any Lot without prior approval thereof by the ARB as hereinabove set forth. No two-story buildings will be allowed if it obstructs the view of Lake Eustis, unless approved by the ARB. Anything herein to the contrary notwithstanding, one (1) platted waterfront lot shall be reserved by the Developer as a recreation area for the benefit of all owners in Bright Water Place. Maintenance of the reserved lot shall be included in the homeowner's assessments. Use of the Lot shall be subject to rules and regulations established by the Developer and its successor. No

residential construction shall be allowed on such lot which shall be transferred to the Association by the Developer.

2. Article XI AMENDMENT is hereby amended to read as follows:

**ARTICLE XI
AMENDMENT**

Except as to provisions relating to amendments as set forth herein regarding certain specific items and the method of amending or altering same, which is set forth in connection with such particular items, any other provisions, covenants, or restrictions set forth herein may be amended in accordance with this provision. Any governing document of the association may be amended, except as above mentioned, in whole or in part, by affirmative vote of two-thirds of the voting interests of the association, by executing a written instrument in recordable form setting forth such amendment and having the same duly recorded in the Public Records of Lake County, Florida. A proposed amendment may be instituted by the Developer, the ARB, the Association, or by petition signed by fifteen percent (15%) of the then owners of the Lots. A written copy of the proposed amendment shall be furnished to each owner at least ninety (90) days but not more than one hundred twenty (120) days prior to a designated meeting to discuss time and place of said meeting. The recorded amendment shall contain a recitation that sufficient notice was given as above set forth and said recitation shall be conclusive as to all parties and all parties of any nature whatsoever shall have full right to rely upon said recitation in such recorded amendment.

3. Sufficient notice was given in accordance with Article XI, AMENDMENT, for the amendments set forth above, and this recitation shall be conclusive as to all parties who shall have the right to rely upon this recitation set forth herein.

IN WITNESS WHEREOF, the Association, Bright Water Place Homeowners Association, Inc., have executed this instrument on this 9th day of March, 2020.

Signed, sealed and delivered
In the presence of:

Sharon K. Woodson
Harold Heuss

BRIGHT WATER PLACE
HOMEOWNERS ASSOCIATION, INC.

By: Linda Y. Maddy
Linda Y. Maddy, President

STATE OF FLORIDA
COUNTY OF LAKE

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Linda Y Maddy, the President of Bright Water Place, Inc., who is personally known to me (or who produced drivers license as identification) and who acknowledged before me that he/she executed the foregoing instrument in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him/her by said corporations.

WITNESS my hand and official seal this 9th day of March, 2020.

Notary Seal:



RUTH M. PIPPIN
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG336968
Expires 5/21/2023

Ruth M Pippin
Notary Public Signature

Ruth M Pippin
Printed or Typed Name

Commission No. _____

Commission Expiration _____



RUTH M. PIPPIN
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG336968
Expires 5/21/2023