

DECLARATION OF RESTRICTIONS, RESERVATIONS
COVENANTS, CONDITIONS AND EASEMENTS
VILLA VISTA, A CONDOMINIUM

ASTIV CORPORATION, a Florida corporation, hereinafter referred to as "Developer", as present owner of the property designated as VILLA VISTA, a condominium, hereby makes and declares the restrictions, reservations, covenants, conditions and easements set out hereinafter as applicable to the property described as VILLA VISTA, a condominium, according to this Declaration, exhibits and plot plans.

All the restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall rule perpetually unless terminated as provided herein and shall be binding upon all parties or persons subsequently owning and by acceptances of a conveyance, grant, devise, lease or mortgage, all grantees, devisees, lessees, and assigns and all parties claiming by, through or under such persons, agree to be bound by all the provisions hereof except, however, if Developer shall convey all of the property designated as Villa Vista, a condominium, to a corporate grantee, then and in any such event, said immediate grantee shall be considered as Developer herein for all intents and purposes. Both the burdens imposed and the benefits shall run with each Unit and the interests in Common Property as herein defined.

The Development of Villa Vista, a Condominium. The Developer, hereby creating a condominium, will construct upon the following described property:

Lots 1, 2 and 3, and the North 150 feet of Lot 4, all in Block 3 of the COCOA OCEAN BEACH SUBDIVISION of lands in Brevard County, Florida, as shown by the plat of said subdivision recorded in Plat Book 10, Page 16, of the Public Records of Brevard County, Florida; together with the land lying between the east line of the land hereinabove described and the ordinary high water mark of the Atlantic Ocean and all riparian, littoral or shore rights to the said land appertaining. The south line of the land above described is parallel to the distant 300 feet from the north line of Block 3, the south line of Osceola Lane.

apartment buildings and other improvements on the property covered by this Declaration of Villa Vista, a condominium. Developer had the property surveyed and divided the property into 92 apartment units, i.e. Units 201 thru 208, 210, 212, 215 thru 226, 228, 301 thru 308, 310, 312, 315 thru 326, 328; 401 thru 408, 410, 412, 415 thru 426, 428; 501 thru 508, 510, 512, 515 thru 526, 528; and into Lot A, with the intent to create a condominium project, as designated and shown on the exhibits recorded in Official Records Book 1309 at Pages 853 to 856 bearing the same number, said exhibits being designated as Exhibit "B" hereto, and by this reference made a part hereof. Notwithstanding the actual location of the walls, ceilings and floors, each Unit consists of the space bounded by the vertical projections of the Unit boundary lines shown on the plat between the horizontal planes at the floor and ceiling elevations shown. All property included in this condominium which is not within any apartment unit shall be deemed Common Property and has been designated as Lot A, and hereafter the term "Common Property" shall include and be synonymous with Lot A.

The owner or owners of each Unit shall have a one-ninety-second (1/92) undivided interest in Lot A. The Common Property includes, but is not limited to, recreation area, club rooms, ground support area, stairways, walks, swimming pool, yard area, storage areas, parking areas, foundations, attic areas, etc., and substantial portions of the exterior walls, floors, ceilings and walls between Units. The owner or owners of each Unit shall likewise have a one-ninety-second (1/92) undivided interest (and where there is more than one owner of a Unit, the percentage ownership of such owners

P. O. Box 443
Orlando, Florida 32802

shall be divided among the Collective owners in the proportion of their ownership), in any common surplus.

2. Prohibition of Further Subdivision and Waiver of Partition.

The space within any of the Units and Common Property shall not be further subdivided. Any undivided interest in the Common Property is hereby declared to be appurtenant to each Unit and such undivided interest shall not be separately conveyed, devised, encumbered or otherwise dealt with separately from the Unit and such interest shall be deemed conveyed, devised, encumbered or otherwise included with the Unit even though such interest is not expressly mentioned or described in the conveyance, or other instrument. Any instrument, whether a conveyance, mortgage or otherwise, which describes only a portion of the space within any Unit shall be deemed to describe the entire Unit owned by the person executing such instrument and an interest in the entire area described as Lot A. Any instrument subsequent to the Developer's conveyances, conveying, transferring or encumbering an undivided percentage interest in a Unit must also convey, transfer or encumber the same undivided percentage interest in the Common Property owned by the person executing such conveyance or encumbrance.

The Developer hereby, and each subsequent owner of any interest in a Unit and in the Common Property, by acceptance of a conveyance or any instrument transferring an interest, waives the right of partition of any interest in the Common Property under the laws of the State of Florida as it exists now or hereinafter until this condominium apartment project is terminated according to the provisions hereof or by law. Any owner may freely convey an interest in a Unit together with an undivided interest in the Common Property subject to the provisions of this Declaration. The Developer hereby reserves the right to remove any party walls between any condominium units in order that the said units may be used together as one integral unit. All assessments and voting rights, however, shall be calculated as if such units were as originally designated on the exhibits attached to this Declaration, notwithstanding the fact that the several units are used as one.

3. Easements. All owners of Units shall have as appurtenance to their Units, a perpetual easement for ingress to and egress from their Units over stairs, terraces, balconies, walks, and other Common Property from and to the public roadways bounding Villa Vista, a condominium, and a perpetual right or easement, in common with all persons owning an interest in any Unit in Villa Vista, a condominium, to the use and enjoyment of all public portions of buildings and to other common facilities (including but not limited to utilities as they now exist) located in the Common Property.

All property covered by the exhibits hereto shall be subject to a perpetual easement for encroachments which now exist or hereafter exist caused by settlement or movement of the buildings and encroachments shall be permitted to remain undisturbed, and such easement shall continue until such encroachment no longer exists.

All Units and the Common Property shall be subject to a perpetual easement in gross being granted to Villa Vista Management, Inc. and its successors for ingress and egress for the purpose of having its employees and agents perform all obligations and duties of the corporation set forth herein.

4. Non-Profit Corporation. A Charter for incorporation of Villa Vista Management, Inc. (a non-profit corporation herein referred to as the Corporation and sometimes referred to as the Association) has been filed with the office of the Secretary of State of the State of Florida and duly processed in said office to the end that the said Charter has been granted. The principal

purpose of said corporation is to perform the acts and duties desirable for apartment house management for the Units and Common Property and to levy and enforce collection of assessments as are necessary to perform said acts and duties and all duties herein expressly or impliedly imposed upon the said corporation.

The Developer and all persons hereafter owning a vested present interest in the fee title to any one of the Units shown on the exhibits hereto and which interest is evidenced by recordation of a proper instrument in the public records of Brevard County, Florida, shall automatically be members and their memberships shall automatically terminate when they no longer own such interest.

There shall be a total of 92 votes to be cast by the owners of the condominium units. Such votes shall be apportioned and cast as follows: The owner of each condominium unit (designated as such on the exhibits attached to this Declaration) shall be entitled to cast One (1) vote. Where a condominium unit is owned by the managing non-profit corporation, no vote shall be allowed for such condominium unit. Where a condominium unit is owned by more than one person, all the owners thereof shall be collectively entitled to the vote assigned to such unit and such owners shall, in writing, designate an individual who shall be entitled to cast the vote on behalf of the owners of such condominium unit of which he is a part until such authorization shall have been changed in writing. The term "Owner" as used herein shall be deemed to include the Developer.

All the affairs, policies, regulations and property of the Corporation shall be controlled and governed by the Board of Directors of the Corporation consisting of five (5) members, who are all to be elected annually by the members entitled to vote. Each director shall be the owner of a condominium unit (or partial owner of a condominium unit where such unit is owned by more than one individual, or if a unit is owned by a corporation, including Developer, any duly elected officer or officers of an owner corporation may be elected a director or directors).

It shall be the duty of the Corporation to provide, through its agents and employees, for the administration, operation, maintenance, repair and replacement of the Common Property, all exterior doors and all exterior surfaces of the buildings, except windows of individual units and private balcony areas, whether Common Property or a part of a unit (unless damage to same is covered by insurance carried by the non-profit corporation), to make reasonable uniform rules and regulations from time to time as well as to perform all other duties expressly or impliedly set forth herein.

The Bylaws which govern and control the said corporation, Villa Vista Management, Inc., are attached hereto and marked Exhibit "A" and by reference made a part hereof.

5. Assessments. The Board of Directors of the Corporation shall approve annual budgets in advance for each fiscal year and the budgets shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for insurance for fire and extended coverage, vandalism and malicious mischief, for the Units and the Common Property and public liability insurance for the Common Property, operating expenses, maintenance expenses, cable T. V., manager's apartment expenses and maintenance, repairs, utilities, replacement reserve, and reasonable operating reserve for the Common Property or any other items the Board deems proper. Failure of the Board to include any item in the annual budget shall not preclude the Board from levying an additional assessment in any calendar year for which the budget has been projected.

The total regular annual assessment for each fiscal year assessed against each Unit (and the interest in Lot A appurtenant thereto), and all members owning an interest in each Unit, except there shall be no assessment against a unit owned by the non-profit corporation which is being used or to be used as the condominium manager's unit, shall be as follows: (Dollar amounts actually assessed on the basis of the following percentages may be rounded off to the nearest half dollar or full dollar at the discretion of the Board of Directors.)

<u>Unit No.</u>	<u>Percentage Portion</u>
202, 302, 402, 502	.83
215, 315, 415, 515	.83
318, 418, 518	.83 .83
203, 303, 403, 503	1.09 1.12
204, 304, 404, 504	1.09
205, 305, 405, 505	1.09
206, 306, 406, 506	1.09
207, 307, 407, 507	1.09
208, 308, 408, 508	1.09
210, 310, 410, 510	1.09
212, 312, 412, 512	1.09
216, 316, 416, 516	1.09
217, 317, 417, 517	1.09
220, 320, 420, 520	1.09
221, 321, 421, 521	1.09
222, 322, 422, 522	1.09
223, 323, 423, 523	1.09
224, 324, 424, 524	1.09
225, 325, 425, 525	1.09
226, 326, 426, 526	1.09
228, 328, 428, 528	1.09
201, 301, 401, 501	1.55 1.19
219, 319, 419, 519	1.55

211
72.48
12.40
9.13
100.01
2508

After adoption of a budget and determination of the annual assessment per Unit, the Corporation shall assess such sum by promptly notifying all owners by delivering or mailing notice thereof to the Voting Member representing each Unit at such member's most recent address as shown by the books and records of the Corporation. One-twelfth (1/12th) of the annual assessment shall be due and payable in advance to the Corporation on the

first day of each month regardless of whether or not members are sent or actually receive a written notice thereof. In addition, the Corporation shall have the power to levy special assessments against each Unit, if necessary, to cover the aforesaid types of expenses and shall have the power to levy other special assessments as provided herein which shall be on a percentage basis as hereinabove provided.

The record owners of each Unit shall be personally liable, jointly and severally, to the Corporation for the payment of all assessments, regular or special, made by the Corporation and for all costs of collection of delinquent assessments. In the event assessments against a Unit are not paid within sixty (60) days after their due date, the Corporation may elect to declare all past due installments of maintenance and all installments to become due during the remainder of such fiscal year then due and payable in full, as if such aggregate sum had originally been stipulated to so become due and payable in full, and the corporation shall have the right to foreclose its lien for such assessments.

Assessments that are unpaid for over thirty (30) days after due date shall bear interest at the rate of nine percent (9%) per annum until paid.

The Association shall have a lien on each condominium parcel (the term "Condominium Parcel" shall include the condominium unit and the interest in the common elements) for any unpaid assessments and interest thereon, against the unit owner of such condominium parcel. The said lien shall be effective from and after the time of recording in the public records of Brevard County, Florida (the same being the county in which the condominium is located) of a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due and the date when due, and the said lien shall continue in effect until all sums secured by the lien shall have been fully paid. All such claims of lien shall be signed and verified by an officer or agent of the Association. Where any such lien shall have been paid in full, the party making payment thereof shall be entitled to receive a satisfaction of such lien in such form that it may be recorded in the public records of Brevard County, Florida. Any and all such liens herein provided for shall be subordinate to the lien of a mortgage or other lien recorded prior to the time of recording of the claim of lien. The Board of Directors may take such action as they deem necessary to collect assessments by personal action or by enforcing and foreclosing said lien and may settle and compromise the same if in the best interests of the Association. The delinquent owner shall pay all costs, including reasonable attorneys' fees, for filing any action or suit enforcing and foreclosing a lien, and the lien shall be deemed to cover and secure such costs and fees. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply as credit against said bid all sums due the Association which are covered by the lien enforced.

As to priority between the lien of a recorded mortgage and the lien for any assessment, the lien for an assessment shall be subordinate and inferior to any recorded institutional first mortgage, regardless when said assessment was due, but not to any other mortgage. For the purposes of this instrument, an "institutional first mortgage" shall be defined as a first mortgage originally executed and delivered to a bank, savings and loan association or insurance company authorized to transact business in the State of Florida. Upon the recordation of the Certificate of Title issued pursuant to the foreclosure of an institutional first mortgage, any lien for assessments due and payable prior to such recordation shall be deemed abolished, but the lien for

assessments due and payable after the recordation of said Certificate shall not be impaired and shall be effective as to the grantee of such Certificate of Title.

Any person who acquires an interest in a Unit, except through foreclosure of "an institutional first mortgage," shall be personally liable and jointly and severally liable with the grantor, for all unpaid assessments up to the time of the transfer of ownership. In the event a member exercises his rights of first refusal or redemption, hereinafter provided, said member shall be liable for the unpaid assessments against the Unit and shall have the right to deduct such sums from the first refusal or redemption price paid to the seller or transferor.

Any person purchasing or encumbering a Unit shall have the right to rely upon any statement made in writing by a corporate officer regarding assessments against Units which have already been made and which are due and payable to the Corporation, and the Corporation and the members shall be bound thereby. No action or suit shall be brought to enforce by foreclosure any lien arising under this Declaration after two (2) years from the date of any assessment therefor.

The Corporation may at any time require owners to maintain a minimum balance on deposit with the Corporation to cover future assessments. Said deposit shall be uniform for similar units, in accordance with the percentages set out hereinabove, and shall in no event exceed three (3) months' assessment.

Anything in this Declaration, or the exhibits attached hereto, to the contrary notwithstanding, the provisions of said Declaration and exhibits attached hereto shall not become applicable, effective or binding insofar as the management of the condominium or the levying of assessments is concerned, until actual management of the condominium project is delivered and turned over by the Developer to the non-profit corporation mentioned hereinabove, which shall not be later than January 1, 1975, except however, if on said date the developer has titled out to individual purchasers less than eighty (80%) percent of the condominium parcels, it may, at its option, continue to manage the condominium project until such percentage of condominium parcels have been titled out to individual purchasers. Until a turnover is perfected as set out above, the Developer shall retain management of the condominium project, and in so doing shall collect all assessments, the same being payable to the Developer during this interim. Developer hereby guarantees that the monthly maintenance fee while it is managing the development shall be as follows:

Each one bedroom unit.....	\$29.22
Each two bedroom unit.....	\$38.56
Each two bedroom and den unit.....	\$54.41

Also during this interim the Developer will not be liable for any accounting of any nature concerning these maintenance funds or their use or application and may use any portion of the same for capital improvements, so long as said improvements are to the condominium project. The Developer shall, during this interim, have a lien on each condominium parcel for any unpaid assessments and interest thereon, against the unit owner and condominium parcel and have the same remedies of personal action and/or foreclosure of said lien to perfect collection as given the Association above.

Upon turning over the management of the condominium project to the owners through their Association, the Developer shall deposit with the Association One Thousand (\$1,000.00) Dollars in cash or prepaid deposits and shall then automatically be released

of any and all types of liability to the individual owners or their Association.

In addition, simultaneously with turning over the management of the condominium project to the owners through their Association, or prior thereto at the Developers option, the Developer shall deliver, and the Association accept delivery of, a General Warranty Deed to Unit 218, and in consideration therefor the Association shall pay to Developer in cash the sum of \$15,120.00 or if a mortgage in like amount shall exist on said unit the sale shall be consummated by an assumption of said mortgage.

6. Sale, Rental, Lease or Transfer. Prior to the sale, rental, lease or transfer of any interest in a Unit and Lot A to any person, the owner of said Unit shall notify the Board of Directors of the Corporation, in writing, of the name and address of the person to whom the proposed sale, rental, lease or transfer is to be made, and such other information as may be required by the Board of Directors of the Corporation. The term, "transfer", as used herein, shall include any sale, rental, lease or transfer of any nature. Within five (5) days, any one of three members of the Board of Directors, appointed specifically for this purpose by the president of the Corporation, shall either approve or disapprove of a proposed transfer, in writing, and shall notify the owner of his decision. In the event the committee fails to act or disapproves of the proposed transfer, and if the member still desires to so transfer, he shall, thirty (30) days before such transfer, give written notice to the Secretary of the Corporation of his intention to transfer on a certain date, and the bona fide price and other terms thereof, and the Corporation, through one of its officers, shall promptly notify the members of the date, price and terms. Members shall have the first right over non-members to accept such transfer at the bona fide price and on the terms contained in the notice, provided they so notify the Secretary of the Corporation in writing of acceptance at least ten (10) days before the date of the intended transfer, which information the corporation shall promptly forward to the owner. In the event the member giving notice receives acceptance from more than one member, preference shall first be given to the members owning a Unit horizontally contiguous to the Unit being transferred, but if all other conditions are equal, it shall be discretionary with the member giving notice to consummate the transfer with whichever of the accepting members he chooses, and nothing hereinabove shall be construed as precluding a group of members from purchasing a Unit.

In the event the member giving notice receives no written notice from any member accepting his price and terms of the proposed transfer, on or before ten (10) days before the day given in the notice as the day of the transfer, then that member may complete the transfer within a reasonable time of the day and at the price or terms given in his notice, but at no other price or terms without repeating the procedure outlined above. In the event a member makes a transfer without first complying with the terms hereof, any other member shall have the right to redeem from the transferee, subject to termination, according to the provisions hereof. The member's or members' redemption rights shall be exercised by the member or members reimbursing the transferee for the monies expended and immediately after such reimbursement said transferee shall convey all of his right, title and interest to the member or members making the redemption.

An affidavit of the Secretary of the Corporation stating that the transfer of the Unit and interest in Lot A to certain persons was approved in all respects on a certain date, shall be conclusive evidence of such facts and from the date of approval as stated in

the affidavit, the redemption rights herein afforded the members shall terminate.

An affidavit of the Secretary of the Corporation stating that the Board of Directors was given proper notice on a certain date of a proposed transfer, and that the approval committee disapproved or failed to act on such proposed transfer, and that thereafter all the provisions hereof which constitute conditions precedent to a subsequent transfer of a Unit and Lot A interest have been complied with and that the transfer of a particular Unit and Lot A interest to particularly named persons does not violate the provisions hereof, shall be conclusive evidence of such facts for the purpose of determining the status of those persons' title to the Unit and Lot A interest transferred. Such affidavit shall not be evidence of the fact that the subsequent transfer to such persons was made at the price, terms and date stated in the notice given to the Secretary, but one hundred fifty (150) days after date of the notice to the Board of Directors as stated in the affidavit, the redemption rights herein afforded the members shall terminate.

Notwithstanding anything to the contrary herein, the provisions in this section shall in no way be construed as affecting the rights of an institutional first mortgagee with a recorded institutional first mortgage on any Unit and interest in Lot A, in that the redemption rights as set forth herein shall remain subordinate to any such institutional first mortgage.

Notwithstanding anything to the contrary herein, the provisions of the entire section 6 shall not be applicable to purchases at foreclosures or other judicial sales, to transfers to or from "institutional first mortgagees," transfers from or to the Developer, nor corporate grantee of all property in this condominium, which said grantee shall be considered as Developer as hereinabove set out; nor transfers wherein an officer of the development corporation, acts as agent, or if said Corporation shall be legally dissolved, wherein any one of the developers or a member of the last Board of Directors, their administrators or assigns, is acting as agent. The Developer and institutional first mortgagees shall have the right to transact any business necessary to consummate sales of condominium parcels, including but not limited to the right to maintain models, have signs identifying the condominium property and advertising the sale of condominium parcels, have employees in the offices, models and recreation buildings, and other Common Property, and use the elevators and common elements, and to show units and/or apartments. Sales office furnishings, the furniture and furnishings in the model apartment, signs, and items pertaining to sales shall not be considered common elements and shall remain the property of the Developer. Further the Developer and its employees shall have the right to exclusive possession of the model apartment and sales office, and developer shall further have the right for any such apartment to remain as a model until such time as all condominium parcels have been sold.

The provisions of this section 6 shall not apply to transfers by a unit owner to any member of his immediate family (viz. spouse, children or parents).

An owner of a unit may not transfer his interest in said unit to a purchaser without simultaneously transferring his undivided interest in the Common Property to said purchaser.

In addition to the other restrictions, procedures and obligations imposed by this section 6, an owner may not rent or lease his unit to any tenant for a total term of less than four (4) consecutive calendar months.

The purpose of the covenants in this section is to maintain a congenial residential community, non-transitory in nature, and this

covenant shall exist until this Declaration is modified or until the condominium apartment project is terminated as hereinafter provided.

7. Obligations of Members. Every owner of an interest in one of the units shall (in addition to other obligations and duties set out herein):

- (a) Promptly pay the assessments levied by the Corporation.
- (b) Maintain in good condition and repair his Unit and all interior surfaces within or surrounding his Apartment Unit (such as the surfaces of the walls, ceilings, floors) whether or not part of the apartment or Common Property, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his Unit. Said Unit shall be maintained in accordance with this Declaration and exhibits hereto, except for changes or alterations approved in writing by the Corporation.
- (c) Not use or permit the use of his Unit for any purpose other than as a single family residence and maintain his Unit in a clean and sanitary manner.
- (d) Not make or cause to be made any structural addition or alteration to his Unit or to the Common Property without prior written consent of the president of the developer corporation (or a majority of the Board of Directors of the non-profit Corporation, if management of the condominium has been turned over to it).
- (e) Not permit or suffer anything to be done or kept in his Unit which will increase the insurance rates on his Unit or the Common Property or which will obstruct or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his Unit or in or on the Common Property.
- (f) Conform to and abide by the Bylaws and uniform rules and regulations in regard to the use of Units and Common Property which may be adopted in writing from time to time by the Board of Directors of the Corporation, and to see that all persons using owner's property by, through or under him do likewise.
- (g) Allow the Board of Directors or the agents and employees of the Corporation to enter any Unit for the purpose of maintenance, inspection, repair, replacement of the improvements within Units or the Common Property or in case of emergency threatening Units or the Common Property, to determine compliance with these Restrictions, Reservations, Covenants, Conditions and Easements and the Bylaws of the Corporation.
- (h) Show no sign, advertisement or notice of any type on the Common Property or his Unit and erect no exterior antennas and aerials except as provided under uniform regulations promulgated by the Corporation. This subparagraph (h) shall not apply to the Developer and/or institutional first mortgagees.
- (i) Not allow any children under twelve (12) years of age to reside in permanent residence on the premises except as permitted under uniform regulations established from time to time by the Corporation. This subparagraph (i) shall not apply to transfers from an institutional

- first mortgagee. For the purposes of this sub-paragraph (i) a lessee shall be considered in permanent residence.
- (j) Plumbing and electrical repairs within a Unit shall be paid for and be the financial obligation of the owners of the Unit, whereas the Corporation shall pay for and be responsible for repairs and electrical wiring within the Common Property.
- (k) Allow children under twelve (12) years of age, who are properly on the condominium premises under the terms and conditions of this Declaration and the Rules and Regulations promulgated by the Association, to occupy the Pool, Pool Patio and Recreation Room areas only if supervised personally by an adult. Also, there shall be no excessive noise made by any individual in these areas or any area enclosed within this condominium.

8. Enforcement of Maintenance. In the event owners of a Unit fail to maintain it as required herein or make any structural addition or alteration without the required written consent, the Corporation or an owner with an interest in any Unit shall have the right to proceed in a court of equity to seek compliance with the provisions hereof. The Corporation shall have the right to levy at any time a special assessment against the owners of the Unit, and the Unit, for the necessary sums to put the improvements within the Unit in good condition and repair or to remove any unauthorized structural addition or alteration. After making such assessment, the Corporation shall have the right to have its employees and agents enter the Unit at any time to do such work as deemed necessary by the Board of Directors of the Corporation to enforce compliance with the provisions hereof.

The Board of Directors of the Corporation may enter into a contract with any firm, person or corporation for the maintenance and repair of the Condominium Property and may join with other condominium corporations in contracting with the same firm, person or corporation for maintenance and repair.

The Corporation shall determine the exterior color scheme of all buildings and shall be responsible for the maintenance thereof, and no owner shall paint an exterior wall, door, window, patio, balcony or any exterior surface, etc. at any time without the written consent of the Corporation, except, however, the owner may paint or resurface the ceiling and floor of his private patio or balcony immediately adjoining his Unit.

In the event the Corporation fails to maintain the Common Property, in accordance with its obligations hereunder, any owner of an interest in any Unit, or institutional first mortgagee of a Unit, shall have the right to seek specific performance in a court of equity to compel the Corporation to do so, or in the event of emergency repairs needed to utilities, walls, etc., the owner of an interest in any Unit may give the Corporation twenty-four (24) hours' notice to repair same, and if it is not done, said owner may proceed to contract in his own name to make such repairs and the Corporation shall be obligated to reimburse said owner for the reasonable value of the repairs which were necessary and for which the Corporation has financial responsibility.

9. Destruction of Improvements and Insurance. The Corporation shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements erected within Villa Vista, a condominium, for the full replacement value and the premium for such coverage and all other insurance deemed desirable by the Corporation, shall be assessed against the owners of each Unit as part of the annual assessment. The Corporation shall annually make a survey and thereby determine replacement costs for insurance purposes for all then existing

improvements for the ensuing year. On the basis of said survey, the Corporation shall continue to maintain the necessary fire and extended coverage and vandalism and malicious mischief insurance to assure complete replacement or repair to damaged improvements as hereinabove set forth. The original policy shall be held by the Corporation, with institutional first mortgagees to be named in the policy as their interest may appear, and certification of insurance shall be furnished to them.

In the event a loss occurs to any improvements within any of the Units alone, or in the event that a loss occurs to improvements within any one of the Units and the contiguous Common Property or to improvements within the Common Property alone, payments under the policy shall be made jointly to the Corporation and to the institutional holders of mortgages on Units; and said proceeds shall be expended or disbursed as follows:

(a) All Corporate officers and employees handling funds shall be bonded at least to the full extent of the insurance proceeds and other funds on hand, and all payees shall endorse the insurance company check to the Corporation, and the Corporation will promptly contract for the necessary repairs to the improvements within the Common Property and within the damaged Units.

(b) The improvements shall be completely restored and repaired. The Corporation shall negotiate and obtain a contractor willing to do the work on a fixed price basis and shall disburse the insurance proceeds and other funds in accordance with the progress payments contained in the contract between the Corporation and the contractor, which construction contract shall be subject to written approval of the institutional mortgagee or mortgagees holding a mortgage or mortgages on any damaged individual Unit or Units. However, where the condominium project has been abandoned, as hereinafter provided for, the insurance proceeds shall be disbursed by the Corporation to the owners and mortgagees of the individual Units as their interests appear.

Under all circumstances the Corporation hereby has the authority to act as the agent of all owners for the purpose of compromising or settling insurance claims for damage to improvements within the Units or the Common Property. The Corporation shall also obtain public liability insurance covering all of the common elements included in Lot A and insuring the Corporation and the common owners as its and their interests appear, in the minimum amount of \$250,000.00 to \$500,000.00.

10. Termination of the Condominium Project. At any time when there has been total loss of the Units and improvements on the Common Property and the members by majority vote, vote to abandon the condominium project, said project shall be abandoned.

Additionally, at any time upon the written unanimous consent of all Voting Members and all owners and holders of institutional first mortgage liens on any Units, the condominium project may be abandoned for any reason whatsoever, whether or not any destruction to property has occurred.

Immediately after the required vote or consent to terminate, each and every Unit Owner shall immediately convey by Warranty Deed to the Corporation all of said Unit Owner's right, title and interest to any Unit and to the Common Property, provided the Corporation's officers and employees handling funds have been adequately bonded, and the Corporation or any member shall have a right to enforce such conveyance by specific performance in a court of equity.

The Board of Directors of the Corporation shall then sell all of the property at public or private sale upon terms approved in

writing by all of the institutional first mortgagees. Upon the sale of said property the costs, fees and charges for effecting said sale, the cost of liquidation and dissolution of the Corporation, and all obligations incurred by the Corporation in connection with the management and operation of the property up to and including the time when distribution is made to the Unit Owners, shall be paid out of the proceeds of said sale, and the remaining balance (hereinafter referred to as "net proceeds of sale") shall be distributed to the Unit Owners in the manner now about to be set forth.

The distributive share of each Unit Owner in the net proceeds of sale, though subject to the provisions hereinafter contained, shall be the following percentage portion thereof; to wit:

<u>Unit No.</u>	<u>Percentage Portion</u>
202, 218	.70
302, 318	.72
402, 418	.74
502, 518	.76
215	.84
315	.86
415	.88
216, 515	.90
220, 316	.91
222, 320, 416	.93
206, 224, 322, 420, 516	.95
204, 208, 226, 306, 324 422, 520	.97
210, 304, 308, 406	.99
326, 424, 522	1.00
203, 221, 310, 404, 408 426, 524, 506	1.01
410, 504, 508	1.02
205, 223, 303, 321, 526	1.03
510	1.04
305, 323, 403, 421	1.05
405, 423, 503, 521	1.07
505, 523	1.08
212, 228	1.22
207, 225, 312, 328	1.24
307, 325, 412, 428	1.26
217, 407, 425, 512, 528	1.27

<u>Unit No.</u>	<u>Percentage Portion</u>
317, 507, 525	1.29
417	1.31
517	1.34
201, 219	1.48
301, 319	1.50
401, 419	1.52
501, 519	1.54

The provisions hereinabove and hereinafter contained for determining the distributive share of each Unit Owner will prevail over the provisions in Section 5.

Upon the determination of each Unit Owner's share, as above provided for, the Corporation shall pay out of each Unit Owner's share all mortgages and other liens encumbering said Unit in accordance with their priority and, upon such payment being made, all mortgagees and lienors shall execute and record satisfactions or releases of their liens against said Unit or Units, regardless of whether the same are paid in full. Thereupon, the Directors of the Corporation shall proceed to liquidate and dissolve the Corporation, and distribute the remaining portion of each distributive share, if any, to the Owner or Owners entitled thereto. If more than one person has an interest in a Unit, the Corporation shall pay the remaining distributive share allocable to said Unit to the various Owners of such Unit, excepting that if there is a dispute as to the validity, priority or amount of mortgages or liens encumbering a Unit, then payment shall be made to the Owner and/or Owners of such Unit and to the owners and holders of the mortgages and liens encumbering said Unit.

As evidence of the members' resolution to abandon passed by the required vote or written consent of the members, the President and Secretary of the Corporation shall effect and place in the public records of Brevard County, Florida, an affidavit stating that such resolution was properly passed or approved by the members and also shall record the written consents, if any, of institutional first mortgagees to such abandonment.

After such an affidavit has been recorded and all owners have conveyed their interest in the Condominium Parcel to the Corporation and the Corporation to the Purchaser, the title to said property thereafter shall be free and clear from this Declaration of Condominium and all the restrictions, reservations, covenants, conditions and easements set forth herein and the Purchaser and subsequent grantees of any of said property shall receive title to said lands free and clear thereof.

11. Modification, Invalidation and Operation. This Declaration of Condominium and the restrictions, reservations, covenants, conditions and easements contained herein may be modified or amended by recording such modification in the public records of Brevard County, Florida, signed by all the owners of sixty-nine (69) or more Units and by all owners and holders of first mortgage liens on any Units, except unanimous consent of the owners shall be necessary to change the vote or consent necessary to terminate the condominium project, and further except that, with the consent of all institutional first mortgagees, the Developer reserves the right to amend, modify, alter or annul this Declaration of Condominium and any of its covenants, restrictions, conditions or

... easements, until eighty percent (80%) of the units have been sold and titled out to individual purchasers; and further except that the Developer, or if said corporation has been legally dissolved, then any one of the developers, or a member of the last Board of Directors, their administrators or assigns, must approve in writing any modification or amendment of Section 6, entitled "Sale, Rental, Lease or Transfer" hereinabove, until one hundred percent (100%) of the units are sold and titled out to individual purchasers.

Invalidation of any of these restrictions, reservations, covenants, conditions and easements, or any provision contained in this Declaration of Villa Vista, a condominium, or in a conveyance of a Unit by the Developer, by judgment, court order, or law shall in nowise affect any of the other provisions which shall remain in full force and effect.

In the event that any court should hereafter determine that any provision as originally drafted herein, violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose measuring lives shall be those of the incorporators of the Corporation.

This Declaration of Condominium and the restrictions, reservations, covenants, conditions and easements contained herein shall be binding upon and inure to the benefit of all property owners and their grantees, heirs, personal representatives, successors and assigns, and all parties claiming by, through or under any member.

12. Subordination. No breach of any of the provisions contained herein shall defeat or adversely affect the lien of any mortgage at any time made in good faith and for a valuable consideration upon said property or any part thereof and made by a bank, savings and loan association, or insurance company authorized to transact business in the State of Florida and engages in the business of making loans constituting a first lien upon real property, but the rights and remedies herein granted to the Developer, the Corporation, and the Owner or Owners of any part of said condominium, may be enforced against the owner of the portion of said property subject to such mortgage notwithstanding such mortgage. The purchaser at any sale upon foreclosure shall be bound by all of the provisions herein contained, unless said purchaser be an institutional first mortgagee which had a mortgage on said Unit at the time of the institution of said foreclosure action, or the Developer.

13. Improvements. Subsequent to the original construction, improvements and additions to the Common Property may be made by the Corporation levying a special assessment, provided, however, no such special assessment shall be levied for improvements which shall exceed one-half (1/2) of the current regular annual assessment, unless prior written unanimous consent is received from all Voting Members.

14. Limited Common Elements. There are Limited Common Elements appurtenant to each of the units in this condominium, as shown and reflected by the floor and plot plans, such as balconies and covered patios directly accessible only through an individual unit. These Limited Common Elements are reserved for the use of the units appurtenant thereto to the exclusion of other units, and there shall pass with a unit as appurtenant thereto, the exclusive right to use the Limited Common Elements so appurtenant. Expenses of maintenance relating to the floor and ceiling surfaces, of such Limited Common Elements shall be borne by and assessed against the individual unit owner. Any other expenses of mainten-

ance, repair or replacement relating to such Limited Common Elements, or involving structural maintenance, repair or replacement, shall be treated as and paid for as a part of the common expenses of the Corporation.

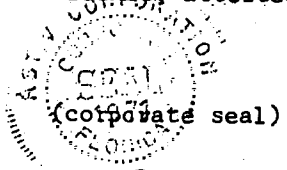
Further the Developer has designated individual parking spaces located in a covered area for exclusive use of individual unit owners, which said spaces are hereby made Limited Common Elements. These Limited Common Elements are reserved for the use of the units designated thereon as set out in Exhibit B hereto and are appurtenant thereto, to the exclusion of other units, and there shall pass with a unit as appurtenant thereto the exclusive right to use said Limited Common Element so appurtenant. Expenses of maintenance, repair, or replacement relating to such Limited Common Elements shall be treated as and paid for as a part of the common expenses of the corporation, except, however, the expense of maintenance, repair or replacement made necessary by the act of any unit owner shall be borne by said unit owner.

15. Interpretation. Whenever the context so requires, the use of any gender shall be deemed to include all genders and the use of the plural shall include the singular, and the singular shall include the plural.

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium.

16. Remedies for Violations. For violation or a breach of any provisions of this Declaration by a person claiming by, through or under the Developer, and by virtue of any judicial proceedings, the Corporation, and the members thereof, or an institutional first mortgagee, or any of them, severally, shall have the right to proceed at law for damages or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them, or for such other relief as may be appropriate. In addition to the foregoing right, the Corporation shall have the right whenever there shall have been built within the Condominium any structure which is in violation of this Declaration, to enter upon the property where such violation of this Declaration exists, and summarily abate or remove the same at the expense of the owner; provided, however, the Corporation shall then make the necessary repairs, improvements where such violation occurred, at the expense of the owner, so that the property shall be in the same condition as it was before said violation occurred, and any such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the provisions of this Declaration shall not bar their subsequent enforcement.

IN WITNESS WHEREOF, ASTIV CORPORATION has caused these presents to be signed in its name by its President, and its corporate seal affixed, attested by its Secretary, the 17 day of January, 1973.



ASTIV CORPORATION

By Charles Dreisen
As its President

Ben Safer
As its Secretary

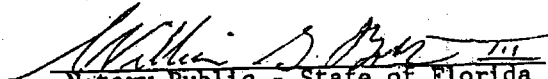
STATE OF FLORIDA

COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared Charles Dreisen and Ben Safer, well known to me to be the President

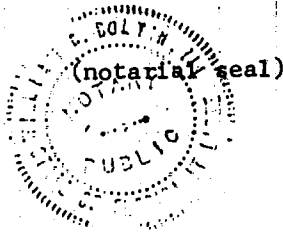
and Secretary respectively of the corporation named in the foregoing instrument, and that they severally acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal at Orlando, Orange County, Florida, this 17th day of January, A.D., 1973.


Notary Public - State of Florida

My commission expires:

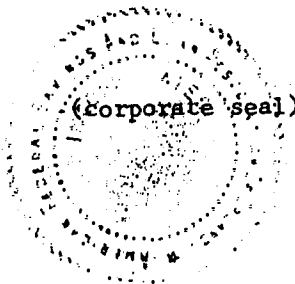
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 16, 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS



C O N S E N T

AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION, of Orlando, Florida, by causing these presents to be signed in its name by its Vice President and affixing its corporate seal this 17th day of JANUARY, 1973, does hereby consent to the above and foregoing Declaration.

AMERICAN FEDERAL SAVINGS AND
LOAN ASSOCIATION



By 
As Vice President

CERTIFICATE

The attached AMENDMENT TO DECLARATION OF RESTRICTIONS, RESERVATIONS, COVENANTS, CONDITIONS AND EASEMENTS, VILLA VISTA, A CONDOMINIUM was duly adopted by unanimous vote of all the members of VILLA VISTA MANAGEMENT, INC., a corporation not for profit under the laws of the State of Florida, at a meeting duly held on March 22, 1973, in accordance with the requirements of the Declaration of Restrictions, Reservations, Covenants, Conditions and Easements, VILLA VISTA, a condominium, for its amendment executed at Orlando, Florida, this 22nd day of March, A.D. 1973.

VILLA VISTA MANAGEMENT, INC.

By: *Charles Dreisen*
CHARLES DREISEN, President

[Signature]
[Signature]
(Corporate Seal)

Attest:

Peter Alan Dreisen
PETER ALAN DREISEN, Secretary

Return To: LILLEY & BOLTIN
P. O. Box 443
Orlando, Florida 32802

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared CHARLES DREISEN and PETER ALAN DREISEN, well known to me to be the President and Secretary, respectively, of VILLA VISTA MANAGEMENT, INC., and that they severally acknowledged executing the foregoing instrument, in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of March, A.D. 1973.

[Signature]
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 16, 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS



STATE OF FLORIDA

DEPARTMENT OF STATE



I, RICHARD (DICK) STONE, Secretary of State of the State of Florida, do hereby
certify that the following is a true and correct copy of

CERTIFICATE OF INCORPORATION

OF

VILLA VISTA MANAGEMENT, INC.

a corporation not for profit organized and existing under the Laws of the State of
Florida, filed on the 22nd day of January A.D., 1973
as shown by the records of this office.

GIVEN under my hand and the Great
Seal of the State of Florida, at
Tallahassee, the Capital, this the
24th day of January,
A.D., 1973.

Richard (Dick) Stone

SECRETARY OF STATE

John E. Arnott
VILLA VISTA MANAGEMENT, INC.
4700 Ocean Beach Blvd.
Cocoa Beach, Fla. 32931

January 12, 1981

Amendment to Section 8 paragraph 2 of the Declaration of Restrictions, Reservations, Covenants, Conditions and Easements, Villa Vista, a Condominium, to read as follows: *AS AMENDED BOOK NO 1309 PAGES 830*

"The Board of Directors of the Corporation may enter into a contract with any firm, person or corporation for the maintenance and repair of the Condominium Property and may join with other condominium corporations in contracting with the same firm, person or corporation for maintenance and repair, except that no contract shall exceed twelve (12) months duration."

I certify that we have the required signatures to file the above amendment for Villa Vista Management, Inc. We also have the required signatures from the eight (8) mortgagees who hold mortgages on the apartments in Villa Vista, they being as follows: Amerfirst, Orlando, Fl., John & Pat Armonia Indialantic, Fl., First Federal of Titusville, Fl., First Federal Savings & Loan Assoc. of Cocoa, Fl., First National Bank & Trust, Gibson City, Ill., Space Coast Credit Union, Melbourne, Fl., United National Bank, Cocoa Beach, Fla., Blanch-Zuckerman, Cocoa Beach, Fl.

Villa Vista Management, Inc.

By: *Marguerite K. Gould*
Marguerite K. Gould, President

WITNESSES:
John E. Arnott
John E. Arnott, Secretary
Louis A. Bertolami
Louis A. Bertolami, Treasurer

January 12, 1981

State of Florida
County of Brevard

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, John E. Arnott, Secretary and Louis A. Bertolami, Treasurer of the above named Association, to me well known to be the persons described in and who executed the foregoing instrument, and they duly acknowledged before me that they executed the same for the purposes therein expressed.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my official seal at said County and State, this *12th* day of *Jan*, 1981.

Richard M. Forrest

Richard M. Forrest, State of Florida Notary Public
My Commission Expires June 30, 1981
Notary Public, State of Florida



499201
1981 JAN 12 AM 10:00

AMENDMENT TO DECLARATION OF RESTRICTIONS,
RESERVATIONS, COVENANTS, CONDITIONS AND EASEMENTS
VILLA VISTA, A CONDOMINIUM

ALL

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, ASTIV CORPORATION, a Florida Corporation, is the present owner and developer of all of the condominium units included within VILLA VISTA, a Condominium, according to the Declaration of Restrictions, Reservations, Covenants, Conditions and Easements, VILLA VISTA, a Condominium, recorded in Official Records Book 1309, page 830, Public Records of Brevard County, Florida, and said plot plan and survey which is an exhibit to said Declaration being recorded in Official Records Book 1309, at pages 853 thru 856 inclusive, Public Records of Brevard County, Florida; and

WHEREAS, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION OF ORLANDO, Orlando, Florida, a Corporation existing under the laws of the United States of America, is the present owner and holder of a first mortgage encumbering all of the condominium units, together with their undivided interest in the common elements, said mortgage being recorded amongst the Public Records of Brevard County, Florida; and

WHEREAS, after construction of the condominium project was well along, it was felt advisable to make certain changes in the designation of individual parking spaces as Limited Common Elements within the covered area as well as designate certain uncovered parking spaces as Limited Common Elements all for the exclusive use of the units designated thereon, in the Declaration of Condominium, as well as the plot plans appearing as an exhibit thereof.

WHEREAS, the parties hereto desire that the Declaration of Restrictions, Reservations, Covenants, Conditions and Easements, VILLA VISTA, a Condominium, and the plot plans which are Exhibit "B" thereto, be amended so as to reflect the correct

Return To: LILLEY & BOLTIN
P. O. Box 443
Orlando, Florida 32802

1327 563

individual parking spaces to be Limited Common Elements reserved for the use of the units designated thereon;

NOW, THEREFORE, the undersigned, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, do hereby amend and modify the Declaration of Restrictions, Reservations, Covenants, Conditions and Easements, VILLA VISTA, a Condominium, recorded in Official Records Book 1309, page 830, and the Plot Plans which are Exhibit "B" thereto recorded in Official Records Book 1309, at pages 853 thru 856 inclusive, Public Records of Volusia County, Florida, in the following particular:

The designation of individual parking spaces as Limited Common Elements, referred to in the Declaration of Restrictions, Reservations, Covenants, Conditions and Easements and set out and shown on Sheet 2 of the Plot Plans of VILLA VISTA, a Condominium is hereby amended to be as shown on Exhibit "B" hereto.

Nothing herein contained shall in any wise alter, waive, annul, vary or affect any provision, condition, restriction, easement or covenant of said Declaration of Restrictions, Reservations, Covenants, Conditions and Easements, VILLA VISTA, a Condominium and Exhibits thereto, except as herein provided or modified.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective corporate names, this the 22nd day of March, A.D. 1973.

ASTIV CORPORATION

By: Charles Dreisen
CHARLES DREISEN, President

AMERICAN FEDERAL SAVINGS AND LOAN
ASSOCIATION OF ORLANDO

Virginia H. D. G.
W. H. H. H.

By: George Ratliff
Vice President
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared CHARLES DREISEN, well known to me to be the President of ASTIV CORPORATION, and that he acknowledged executing the foregoing instrument, in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of March, A.D. 1973.

[Signature]
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 16, 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared George Ratliff well known to me to be the Vice President of AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION OF ORLANDO, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of March, A.D. 1973.

[Signature]
Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES AUG. 7, 1978
Bonded By American Bankers Insurance Co.

CERTIFICATE OF
AMENDMENT TO DECLARATION OF RESTRICTIONS,
RESERVATIONS, COVENANTS, CONDITIONS AND EASEMENTS,
VILLA VISTA, A CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, ASTIV CORPORATION, a Florida corporation, is the developer of all of the condominium units included within VILLA VISTA, a Condominium, and has sold and titled out to individual purchasers less than eighty percent (80%) of the condominium units contained in said condominium according to the Declaration of Restrictions, Reservations, Covenants, Conditions, and Easements, VILLA VISTA, a Condominium, recorded in Official Records Book 1309, Page 830, Public Records of Brevard County, Florida, and said plot plan and survey which is an exhibit to said Declaration being recorded in Official Records Book 1309, at Pages 853 thru 856 inclusive, Public Records of Brevard County, Florida; and

WHEREAS, AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION OF ORLANDO, Orlando, Florida, a Corporation existing under the laws of the United States of America, PATRICK AIR FORCE BASE CREDIT UNION, organized and existing under the laws of the State of Florida, Patrick Air Force Base, Florida and UNITED NATIONAL BANK, a National Banking Association, Cocoa Beach, Florida, are the present owners and holders of all first mortgages encumbering any of the condominium units, together with their undivided interest in the common elements, said mortgages being recorded amongst the Public Records of Brevard County, Florida; and

WHEREAS, after construction of the condominium project was well along, it was felt advisable to make certain changes in the designation of individual parking spaces as Limited Common Elements within the covered areas as well as designate certain uncovered parking spaces as Limited Common Elements all for the exclusive use of the units designated thereon, in the Declaration of Condominium, as well as the plot plans appearing as an Exhibit

Return to: LILLEY & BOLLIN
P. O. Box 443
Orlando, Florida 32802

Vols 1411 pgs 877

thereof, and an amendment to the Declaration of Condominium as well as the plot plans to accomplish said changes was duly recorded.

WHEREAS, the parties hereto desire that the Declaration of Restrictions, Reservations, Covenants, Conditions and Easements, VILLA VISTA, a Condominium, and the plot plans which are Exhibit "B" thereto, be again amended so as to reflect the correct individual parking spaces to be Limited Common Elements reserved for the use of the units designated thereon;

NOW, THEREFORE, the undersigned, for and in consideration of the sum of One Dollar (\$1.00) and other valuable considerations, the receipt of which is hereby acknowledged, do hereby amend and modify all previous amendments to the Declaration and the Declaration of Restrictions, Reservations, Covenants, Conditions and Easements, VILLA VISTA, a Condominium, recorded in Official Records Book 1309, Page 830, and the Plot Plans which are Exhibit "B" thereto recorded in Official Records Book 1309, at Pages 853 thru 856 inclusive, Public Records of Brevard County, Florida, in the following particular:

The designation of individual parking spaces as Limited Common Elements, referred to in the Declaration of Restrictions, Reservations, Covenants, Conditions and Easements and set out and shown on Sheet 2 of the Plot Plans of VILLA VISTA, a Condominium, is hereby amended to be as shown on Exhibit "B" hereto.

Nothing herein contained shall in any wise alter, waive, annul, vary or affect any provision, condition, restriction, easement or covenant of said Declaration of Restrictions, Reservations, Covenants, Conditions and Easements, VILLA VISTA, a Condominium, and Exhibits thereto, except as herein provided or modified.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective corporate names this the 10th day of December, 1973, A.D., 1973.

WITNESS:

Mable E. Johnson
Barbara J. Berger

ASTIV CORPORATION

BY: Charles Dreisen
Charles Dreisen, President

WITNESSES:

Patricia B. Jakubian
Joy Canady

AMERICAN FEDERAL SAVINGS AND LOAN
ASSOCIATION OF ORLANDO

BY: [Signature]
Vice President
(Corporate Seal)

WITNESSES:

Martha G. Finnie
Richard J. Scott

PATRICK AIR FORCE BASE CREDIT
UNION

BY: [Signature]
Treasurer/Manager

WITNESSES:

Vivian M. Smith
Victoria P. Shilling

UNITED NATIONAL BANK

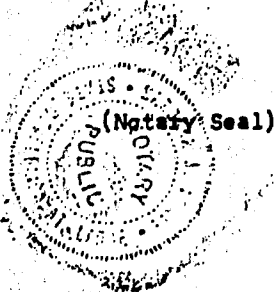
BY: [Signature]
(Corporate Seal)

STATE OF FLORIDA

COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared CHARLES DREISEN, well known to me to be the President of ASTIV CORPORATION, and that he acknowledged executing the foregoing instrument, in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of December, 1973.



Barbara J. Platt
Notary Public

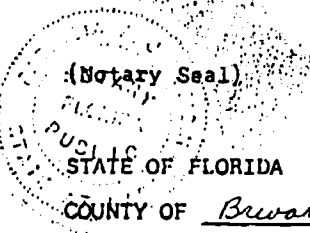
My Commission Expires:
Notary Public State of Florida at Large
My Commission Expires Mar. 26, 1977

STATE OF FLORIDA
COUNTY OF ORANGE

1411 PAGE 979

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Jo Ellen Dahlstedt well known to me to be the Vice President of AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION OF ORLANDO, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of January, A.D., 1974.



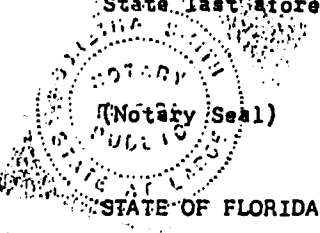
Patricia A. Johnson
Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Sept. 31, 1976
Bonded by American Fire & Casualty Co.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Richard Filip well known to me to be the President of PATRICK AIR FORCE BASE CREDIT UNION, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of January, A.D., 1974.



Doretha Smith
Notary Public

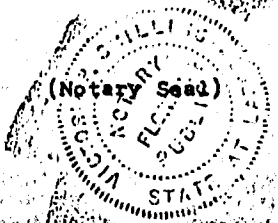
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires July 16, 1974
Bonded by American Fire & Casualty Co.

COUNTY OF Brevard

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared H. L. Moore well known to me to be the President of UNITED NATIONAL BANK, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 2nd day of January, A.D., 1974.



Victoria P. Shilling
Notary Public

My Commission Expires: 7-4-77

THIS INSTRUMENT WAS PREPARED BY:
WILLIAM G. BOLTIN, III, Attorney at Law
-4- SUITE 218 WUTLAND BLDG., ORLANDO, FLA. 32805

John E. Arnott
VILLA VISTA MANAGEMENT, INC.
4700 Ocean Beach Blvd.
Cocoa Beach, Fla. 32931

January 12, 1981

Amendment to Section 8 paragraph 2 of the Declaration of Restrictions, Reservations, Covenants, Conditions and Easements, Villa Vista, a Condominium, to read as follows: *AS RECORDED BOOK NO. 1309 PAGE 832*

"The Board of Directors of the Corporation may enter into a contract with any firm, person or corporation for the maintenance and repair of the Condominium Property and may join with other condominium corporations in contracting with the same firm, person or corporation for maintenance and repair, except that no contract shall exceed twelve (12) months duration."

I certify that we have the required signatures to file the above amendment for Villa Vista Management, Inc. We also have the required signatures from the eight (8) mortgagees who hold mortgages on the apartments in Villa Vista, they being as follows: Amerfirst, Orlando, Fl., John & Pat Armonia Indialantic, Fl., First Federal of Titusville, Fl., First Federal Savings & Loan Assoc. of Cocoa, Fl., First National Bank & Trust, Gibson City, Ill., Space Coast Credit Union, Melbourne, Fl., United National Bank, Cocoa Beach, Fla., Blanch Zuckerman, Cocoa Beach, Fl.

Villa Vista Management, Inc.

By: *Marguerite K. Gould*
Marguerite K. Gould, President

ATTEST: *John E. Arnott*
John E. Arnott, Secretary
Louis A. Bertolami
TREASURER

January 12, 1981

State of Florida
County of Brevard

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, John E. Arnott, Secretary and Louis A. Bertolami, Treasurer of the above named Association, to me well known to be the persons described in and who executed the foregoing instrument, and they duly acknowledged before me that they executed the same for the purposes therein expressed.

~~IN WITNESS THEREOF~~, I have hereunto set my hand and affixed my official seal at said County and State, this 12th day of Jan, 1981.

Ruby M. Jarrett

Notary Public, State of Florida at Law
My Commission Expires Aug. 31, 1981
Notary for American Home Realty Group



499201

1981 JAN 12 AM 10:00