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Instrument prepared by and return to:

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**FIRST AMENDMENT TO
DECLARATION OF CONDOMINIUM**

OF

VILLAS AT LACITA, A CONDOMINIUM

WHEREAS, the Declaration of Condominium of Villas at LaCita, A Condominium was recorded at Official Records Book 5566, Page 1659, Public Records of Brevard County, Florida. (hereinafter "Declaration"); and

WHEREAS, Section 21.8 of the Declaration grants the Developer the right to amend this Declaration and any of its covenants, restrictions, reservations, conditions, or easements until seventy five percent (75%) of the Units have been sold and titled out to individual purchasers; and

WHEREAS, pursuant to Section 21.8 of the Declaration, Developer has not sold more than seventy five percent (75%) of the Units, and desires to amend the Declaration in order to secure the lending services of Fannie Mae and the Federal Housing Administration.

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Section 9.13 of the Declaration is hereby amended to read as follows:

9.13 Developer Control. When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units in the Condominium that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect one-third (1/3) of the Members of the Board of Directors of the Association. Unit Owners other than the Developer are entitled to elect not less than a majority of the Members of the Board of Directors of the Association:

(A) Three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(B) Three (3) months after ninety percent (90%) of the Units that will be operated

ultimately by the Association have been conveyed to purchasers;

(C) When all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;

(D) When some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business;

(E) When Developer files a petition seeking protection in bankruptcy; or

(F) When a receiver for Developer is appointed by a circuit court and is not discharged within thirty (30) days after such appointment; or

(G) One hundred twenty (120) days after seventy-five percent (75%) of the Units have been conveyed to purchasers; or

~~(E)~~ H Seven (7) years after recordation of the Declaration of Condominium. The Developer is entitled to elect at least one (1) Member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business, at least five percent (5%) of the Units in the Condominium operated by the Association.

Within seventy-five (75) days after the Unit Owners, other than the Developer, are entitled to elect a Member or Members of the Board of Directors of the Association, the Association shall call and give not less than sixty (60) days' notice of a meeting of the Unit Owners to elect Members of the Board of Directors. The meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

If the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

1. Assessment of the Developer as a Unit Owner for capital improvements.

2. Any action by the Association that would be detrimental to the sales of Units by the Developer; however, an increase in Assessments for common expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of the Units.

At the time that Unit Owners, other than the Developer, elect a majority of the Members of the Board of Directors of the Association, the Developer shall relinquish control of the Association, and the Unit Owners shall accept control. Simultaneously, the Developer shall deliver to the Association all property of the Unit Owners and of the Association held or controlled by the Developer, including, but not limited to, items, if applicable, enumerated in F.S. 718.301(4)(a).

2. Section 20.2 of the Declaration is hereby amended to read as follows:

20.2 Notice of Casualty or Condemnation Right. In the event of condemnation, eminent domain proceedings, or Very Substantial damage to, or destruction of, any Unit or any part of the Common Elements, or any sixty (60) day delinquency in the payment of Assessments by a Unit Owner, a lapse, cancellation, or material modification of the Association's insurance policy, or any action that requires mortgagee's consent, the record holder of any first mortgage on an affected Unit shall be entitled to written notice.

3. Section 20 of the Declaration is hereby amended to add Section 20.7 which will read as follows:

20.7 Condemnation and Insurance Proceeds. Notwithstanding anything contained in the Declaration to the contrary, no provision contained herein shall alter any provision contained in a mortgage relating to the disbursement of insurance proceeds or condemnation awards. The provision of the mortgage shall control.

4. Section 21.5 of the Declaration is hereby amended to read as follows:

21.5 Proviso. No Amendment may change the boundaries or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Owner of a parcel shares the common expenses and owns the common surplus, unless 75% of all record Owners of the Units consent in writing to the Amendment and 51% of the mortgagees, ~~but no other person need join in or consent to the Amendment.~~ This proviso does not apply to changes caused by condemnation or a taking by eminent domain as provided in Section 17, nor to mergers. No Amendment shall operate to unlawfully discriminate against any Unit Owner or against any class of Unit Owners. All Unit Owners of record and all record Owners of liens on the Unit or Units which are directly affected by any such change must join in the execution of the Amendment.

5. Section 21.6 of the Declaration is hereby amended to read as follows:

21.6 Enlargement of Common Elements. The common elements designated by this Declaration may be enlarged to add real property acquired by the Association through Amendment of Exhibits "B" and "C" to the Declaration. The Amendment must be approved by at least five-sevenths (5/7ths) of the total voting interests and 51% of the mortgagees, ~~but no other person need join in or consent to the Amendment.~~ The Amendment divests the Association of title and vests title in the Unit Owners without naming them and without further conveyance, in the same proportion as the undivided shares in the common elements that are appurtenant to the Units.

6. Section 21.8 of the Declaration is hereby amended to read as follows:

21.8 Developer Amendment Rights. The Developer reserves the right to amend this Declaration of Condominium and any of its covenants, restrictions, reservations,

conditions, or easements until seventy five percent (75%) of the Units have been sold and titled out to individual purchasers, unless doing so would be a violation of the Florida Condominium Act; and further, except that the Developer, or if said Corporation has been legally dissolved, then any one of its last stockholders of record, or a Member of the last Board of Directors, their administrators or assigns must approve in writing any modification or Amendment of this Declaration of Condominium or any of its Exhibits, until one hundred percent (100%) of the Units are sold and titled out to individual purchasers. Notwithstanding anything contained herein to the contrary, no Amendment to the Declaration which materially affects the rights or interests of mortgagees of Units of Villas at LaCita, A Condominium or the land subject to this Declaration shall be valid without the consent of ~~said 51% of the mortgagees~~, which consent may not be unreasonably withheld.

It shall be presumed that except as to those matters described in subsections (4) and (8) of Section 718.110 Florida Statutes, Amendments to the Declaration do not materially affect the rights or interests of mortgagees. An Amendment, other than Amendments made by the Developer pursuant to 718.104, 718.403, and 718.504(6), (7) and (9), Florida Statutes, without a vote of the Unit Owners and any rights the Developer may have in the Declaration to amend without consent of the Unit Owners which shall be limited to matters other than those under subsections (4) and (8), shall be evidenced by a certificate of the Association which shall include the recording data identifying the Declaration and shall be executed in the form required for the execution of a deed. An Amendment by the Developer must be evidenced in writing, but a certificate of the Association is not required.

7. Section 21 of the Declaration is hereby amended to add Section 21.9 which will read as follows:

21.9. Mortgagee Consent. Notwithstanding anything contained in this Declaration to the contrary, this Condominium may not be terminated for any reason, including substantial destruction or condemnation, without the vote of 51% of all mortgages holding mortgages on Units.

I HEREBY CERTIFY that this Amendment to the Declaration of Condominium of Villas at LaCita, A Condominium was adopted on the 1 day of May, 2009.

SRK Villas at LaCita, LLC
a Florida limited liability company

WITNESSES:

Hilison Hoadley
Print Name: Hilison Hoadley

BY: Margaret E. Shotwell
Print Name: Margaret E. Shotwell
Date: 5-1-09

Print Name: _____

STATE OF ~~FLORIDA~~ New York
COUNTY OF ERIE

THE FOREGOING instrument was acknowledged before me this 1st day of May, 2009, by Margaret Shotwell of SRK Villas at LaCita, LLC, who is personally known to me or produced identification (type of identification produced) _____ and who ~~did not take an oath.~~

Deborah M. Slus
Notary Signature
Notary Stamp or Seal:

DEBORAH M. SLUSZ
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
My Commission Expires July 7, 2011

**JOINDER OF MORTGAGEE TO
FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM
OF VILLAS AT LACITA, A CONDOMINIUM**

KNOW ALL MEN BY THESE PRESENTS:

THAT KEYBANK NATIONAL ASSOCIATION, a National Banking Association, its successors and/or assigns as their interest may appear, whose address is 201 S. Warren Street, Syracuse, New York, 13202, (hereinafter referred to as the "Mortgagee"), joins the Developer/Owner in the execution of the foregoing First Amendment to the Declaration of Condominium of Villas at LaCita, A Condominium by SRK VILLAS AT LACITA, LLC a Florida Limited Liability Company, for VILLAS AT LACITA, A CONDOMINIUM, located in Brevard County, Florida, but such joinder is entered into by Mortgagee without recourse or warranty, whether of title or otherwise; without assuming any obligation whatsoever of the Owner; and reserving to Mortgagee all of its rights and remedies as granted under the mortgage held by Mortgagee on the land and improvements lying and being in Brevard County, Florida, and under the note secured by said mortgage and other loan documents executed in connection with said mortgage.

Dated this 4th day of May, 2009.

Signed, sealed and delivered
In the presence of:

KEYBANK NATIONAL ASSOCIATION

Karen Sargent
Print Name: Karen Sargent

By: David A Pyc
Print Name: David A Pyc

Title: Vice President

Catherine M Brammer
Print Name: Catherine M Brammer,

Address: 50 Fountain Plaza, Buffalo, NY 14203

STATE OF New York
COUNTY OF Erie

BEFORE ME, a Notary Public in and for the State of New York, personally appeared David A. Pyc, as the Vice President of KEYBANK NATIONAL ASSOCIATION, to me known to be the person who executed the foregoing instrument, and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State aforesaid this 4th day of May, 2009.

Norma M. Bellezza
NOTARY PUBLIC
My Commission Expires:
Stamp:

NORMA M. BELLEZZA
NOTARY PUBLIC, STATE OF NEW YORK
QUALIFIED IN ERIE COUNTY
COMMISSION EXPIRES FEB. 28, 2010