

AMENDMENT TO
DECLARATION OF CONDOMINIUM

Storms, Krasny, Normile,
Detmer & Gillin, P. A.
482 N. Harbor City Blvd.
Melbourne, Florida 32935

SEA VILLA, INC., being the owner of fee simple title of record to those certain lands submitted to condominium ownership by Declaration of Condominium filed by Sea Villa, Inc., as Developer, in Official Records Book 2262 at Page 1217 of the Public Records of Brevard County, Florida, does hereby amend said Declaration in the following manner:

1. Paragraph 12.1 is hereby amended to read as follows:

12.1 Apartments. Each of the apartment units shall be occupied only as a single family private dwelling by the owner and members of his family not less than sixteen (16) years of age, subject to the provisions of paragraphs 12.3 and 12.7 hereof. Except as reserved to Developer, no apartment unit may be divided or subdivided into a smaller unit.

2. Paragraph 12.4 is hereby amended to read as follows:

12.4 Pets. No pets shall be maintained or kept in any of the apartments other than gold fish, tropical fish and the like, and such birds as canaries, parakeets and the like, provided that they are not kept, bred or maintained for a commercial use except as may be specifically provided for and authorized by the rules and regulations of the Association as they may from time to time be adopted or amended, or pursuant to the written consent of the Board of Directors of the Association, or of the Developer, provided such written consent when once given and relied upon in connection with the purchase and acquisition of a condominium apartment unit may not thereafter be revoked or terminated except pursuant to the terms and conditions of the written consent. All pets shall be maintained and kept pursuant to the rules and regulations promulgated by the Association, and in the event that any condominium unit owner fails to abide by the rules and regulations of the Association regarding pets as they may from time to time be adopted or amended, said condominium owner may be sued by the Association and taken to Court to enforce the rules and regulations adopted and promulgated by the Association, and in such event said condominium owner shall be responsible for all costs and expenses incurred by the Association in enforcing its rules and regulations including Court costs and reasonable attorneys' fees.

3. Paragraph 12.7 is hereby amended to read as follows:

12.7 Leasing Apartments. After approval by the Association as elsewhere required, entire apartments may be rented provided the occupancy is only by the lessee, his family and guest, provided that no apartment shall be leased to an unmarried person under the age of twenty-one (21) years except with the express written consent of the Board of Directors of the Association or of the Developer, provided, such written consent when once given and relied upon in connection with the purchase and acquisition of a condominium apartment unit may not thereafter be revoked or terminated without the consent of the apartment owner; nor shall any leased apartment be occupied, permanently or temporarily by any person under the age of sixteen (16) years, except with the express written consent of the Association or of the Developer. No lease shall have a term of less than one (1) month. No rooms may be rented and no transient tenants shall be accommodated in any apartment or shall any lease

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of any apartment release or discharge the owner thereof compliance with any of his obligations and duties as an apartment owner. All of the provisions of the Declaration, Articles of Incorporation, By-Laws, and Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying an apartment unit as a tenant to the same extent as against an apartment owner and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration of Condominium, Articles of Incorporation and By-Laws and designating the Association as the apartment owner's agent for the purpose and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenant, shall be an essential element of any such lease or tenancy agreement, whether specifically expressed in such agreement or not.

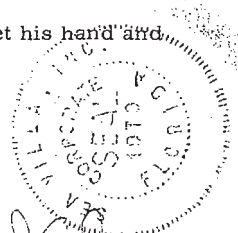
IN WITNESS WHEREOF, the undersigned has hereunto set his hand and seal this 31st day of October, 1980.

Signed, sealed and delivered in the presence of:

SEA VILLA, INC.

Glenda Sanford
Linda R. Slaughter

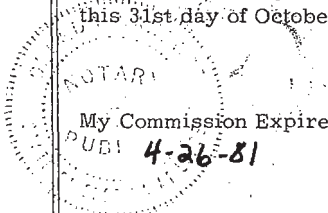
By: Richard J. Adams
Richard J. Adams, President



STATE OF FLORIDA
COUNTY OF BREVARD

BEFORE ME, the undersigned authority, personally appeared RICHARD J. ADAMS, President of Sea Villa, Inc., a Florida corporation, to me known to be the person who signed the foregoing instrument and acknowledged the execution thereto to be the act and deed of said corporation for the uses and purposes therein mentioned.

WITNESS my hand and official seal in the County and State last aforesaid this 31st day of October, 1980.



Glenda Sanford
Notary Public

This instrument prepared by:
Hubert C. Normile, Jr., Esq.
482 North Harbor City Boulevard
Melbourne, Florida 32935

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