

↖ This instrument prepared by:
James Edward Moore, Attorney
800 East Merritt Island Causeway
Suite 201
Merritt Island, FL 32952

3 2
P.C.S. _____
TO BE PAID TO _____
DATE OF _____
L.V.C. # _____
IN TAX "C" _____
EXCISE TAX _____
SERV CHRG _____
REFUND 3.00

AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
VILLA DE PALMAS SYKES COVE SECTION I
BREVARD COUNTY, FLORIDA

003959

THIS AMENDMENT, to the above styled DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, made this 15th day of January, 1991

The DECLARATION being AMENDED herewith is identified as follows:

DECLARATION OF COVENANTS given by the Declarant to run with Villa de Palmas Sykes Cove Section I, as recorded in Official Record Book 2762, at Pages 1355 1379, Public Records of Brevard County, Florida, and

AMENDMENT to the said DECLARATION to incorporate Villa de Palmas Sykes Cove Section II, as recorded in Official Record Book 2952, at page 2970, Public Records of Brevard County, Florida, and

AMENDMENT to the said DECLARATION to incorporate Villa de Palmas Sykes Cove Section III, as recorded in Official Record Book 3058, at Page 3390, Public Records of Brevard County, Florida,

WITNESSETH:

NOW, THEREFORE, Cheyenne Properties, Inc., a Florida Corporation, as SUCCESSOR DECLARANT of Section III and The Colorado Corporation, a Florida corporation, as SUCCESSOR DECLARANT of Section II, under the provisions of the above DECLARATION, as amended, declare that the said DECLARATION is further amended as follows, to-wit:

ARTICLE I. DEFINITIONS.

Except as amended as follows, said ARTICLE I remains in full force and effect:

that an additional Paragraph (k) is added to ARTICLE I to read as follows:

"(k) "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharge from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42. F.A.C."

ARTICLE IV. ASSOCIATION.

Except as amended as follows, said ARTICLE IV remains in full force and effect:

BK3127PG0032

RECORDED & INDEXED

RECEIVED

JAN 20 1991

that as additional provision to ARTICLE IX, the following wordage is added to read as follows, to-wit:

"Section B. Surface Water or Stormwater Management System. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the system(s) to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be permitted, or if modified as approved, by the St. Johns River Water Management District."

ARTICLE IX. GENERAL PROVISIONS.

Except as amended as follows, said ARTICLE IX remains in full force and effect:

that an additional sub-paragraph (e) is added to ARTICLE IX, Section 1. Enforcement., to read as follows, to-wit:

"(e) Enforcement by St. Johns River Management District. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this DECLARATION which relate to the maintenance, operation and repair of the surface water or stormwater management system."

that an additional Paragraph (d) is added to ARTICLE IX, Section 3. Amendment., to read as follows, to-wit:

"(d) Any amendment to the Covenants and Restrictions which alter the surface water or stormwater system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District."

That this AMENDMENT to DECLARATION OF COVENANTS was approved by resolution of the Membership of the Association at its Annual Meeting, December 20, 1990; that this AMENDMENT is declared and published by the SUCCESSOR DECLARANTS in compliance with ARTICLE IX of the said DECLARATION.

IN WITNESS WHEREOF, the SUCCESSOR DECLARANTS, being The Colorado Corporation and Cheyenne Properties, Inc. have caused this instrument to be duly signed by the President of each party, with corporate seals affixed, the date and year first above written.

THE COLORADO CORPORATION

By: Arnold Lieberman
Its President

(CORPORATE SEAL)
FLORIDA

CHEYENNE PROPERTIES, INC.

By: Arnold Lieberman
Its President

(CORPORATE SEAL)
FLORIDA

UNSUITABLE
FOR MICROFILM

For Acknowledgements and Joinder of Mortgaged page.

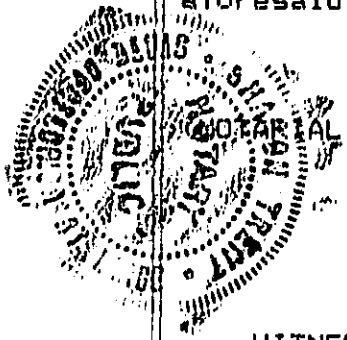
BK3127PG0033

AMENDMENT to DECLARATION OF COVENANTS (Continued).

STATE OF FLORIDA)
) ss:
COUNTY OF BREVARD)

BEFORE ME, the undersigned authority, authorized to take acknowledgements, personally appeared Arnold Lieberman, as President of The Colorado Corporation and Cheyenne Properties, Inc., who, after being duly sworn, acknowledged before me that he executed the foregoing instrument for the reasons and purposes therein expressed.

WITNESS my hand and seal in the state and county last aforesaid, this 11th day of April, 1991.



(NOTARIAL SEAL)

Sharon Reed
NOTARY PUBLIC, State of Florida,
My Commission expires:

Notary Public, State of Florida
My Commission Expires March 28, 1994
Bonded thru Troy Fahn-Insurance Inc.

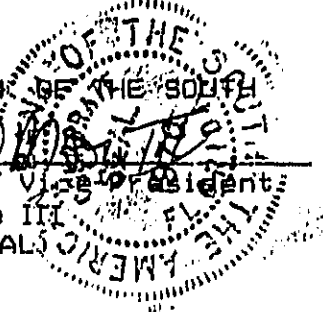
JOINER BY MORTGAGEE

WITNESSETH:

That THE AMERICAN BANK OF THE SOUTH, the owner and holder of that certain Mortgage dated August 31, 1989, and recorded in Official Record Book 3015, at Page 1714, Public Records of Brevard County, Florida does hereby consent to the recording of the above AMENDMENT to DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS amongst the Public Records of Brevard County, Florida and for no other purposes.

IN WITNESS WHEREOF, the said Mortgagee has signed and sealed this instrument this 15th day of April, 1991.

THE AMERICAN BANK OF THE SOUTH
By: *Bertram A. Moore III*
Its Executive Vice-President
Bertram A. Moore III
(CORPORATE SEALS)



STATE OF FLORIDA)
) ss:
COUNTY OF BREVARD)

BEFORE ME, the undersigned authority, duly authorized by law to take acknowledgements, personally appeared Bertram A. Moore, III, Executive Vice-President of THE AMERICAN BANK OF THE SOUTH, who after being duly sworn, acknowledged before me that he executed the above Joinder of Mortgagee instrument for the purposes therein expressed.

WITNESS, my hand and seal in the State and County last aforesaid on this 15th day of April, 1991.



(NOTARIAL SEAL)

Henry M. Donovan
NOTARY PUBLIC, State of Florida,
My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DECEMBER 23, 1994
BONDED THRU AGENT'S NOTARY BROKERAGE