

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

VILLAGES OF VILANO

THIS AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR VILLAGES OF VILANO is made by VILANO VENTURE, INC., a Florida corporation, (the "Developer"), this 18th day of March, 1987.

W I T N E S S E T H :

WHEREAS, Developer desires to amend the Declaration of Covenants and Restrictions for Villages of Vilano, dated January 15, 1987 and recorded in Official Records Book 731, Pages 1986 through 2031, Public Records of St. Johns County, Florida, in order to substitute a revised legal description for the legal description attached to said Declaration and to modify certain provisions of said Declaration.

NOW, THEREFORE, Developer hereby amends the aforesaid Declaration of Covenants and Restrictions for Villages of Vilano as follows:

1. The legal Description of the real property restricted by the aforesaid Declaration of Covenants and Restrictions for Villages of Vilano is hereby deleted in its entirety and the legal description of the real property attached hereto as Exhibit "A", is hereby substituted in place thereof. Developer has caused the real property described on Exhibit "A" to be surveyed and platted as Villages of Vilano, Unit One Replat.

2. Paragraph 2.1 of Article II of said Declaration of Covenants and Restrictions for Villages of Vilano is hereby deleted in its entirety and the following Paragraph 2.1 is hereby inserted in place thereof:

2.1 Title to Common Areas and Owner's Easements of Enjoyment. The Developer will convey or cause to be conveyed to the Association, prior to the conveyance of the first lot, the title to roads and other Common Areas, excepting the property to be dedicated to St. Johns County, subject to mortgages for improvements to such Common Areas and any other Common Areas subsequently encumbered by this Declaration, taxes for the year of conveyance, restrictions, conditions and limitations of record, and easements for drainage and public utilities. Provided, within six (6) months following the conveyance of the last Lot or Unit in the Property, Developer shall cause the Common Areas to be released from the lien of all mortgages for improvements to said Common Areas or any other Common Areas subsequently encumbered by this Declaration. Every Owner has a non-exclusive right and easement of enjoyment in and to the Common Area that is appurtenant to, and passes with, the title to every Lot and Unit developed on the Property, subject to the easements and other property rights granted in the Article and to the following:

(a) Fees. The Association's right to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

(b) Suspension. The Association's right: (i) to suspend the voting rights of any Owner for any period during which any assessment against such Owner's Lot or Unit remains unpaid; (ii) to suspend such Owner's right to use any recreational facility owned or controlled by the Association, or provided for its exclusive or non-exclusive benefit, for the same period; and (iii) to suspend any Owner's right to the use of any such recreational facility for a period not to exceed sixty (60) days for any material infractions of the Association's rules and regulations.

(c) **Dedication.** The Association's right to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the Members. Such dedication or transfer must be approved by the Homeowners' Association and at least two-thirds (2/3) of each class of those members present in person or by proxy and voting at a meeting duly convened for such purpose, and as evidenced by a recorded certificate of the Association executed by the Association with the formalities from time to time required for a deed under the laws of the State of Florida.

(d) **ALA Walkover.** The Association shall accept title to the ALA Walkover subject to an agreement with the Florida Department of Transportation which agreement imposes certain financial responsibilities upon the Association, including, but not limited to, responsibility for maintenance and insurance costs and the potential cost of removing said walkover.

(e) **Rules and Regulations.** The Association's right to adopt, alter, amend, rescind and enforce reasonable regulations governing the use of the Common Area, as provided below.

(f) **Legal Documents.** The provisions of the Legal Documents and all matters shown on any plat of all or part of the Property.

(g) **General.** Real estate taxes and special assessments levied by governmental authorities having jurisdiction over the Common Area and restrictions, limitations, easements and other Recorded documents.

The foregoing easement is limited to using the Common Area for its intended purposes in a reasonable manner; and, with respect to any particular use or activity, it is limited to those portions of the Common Area from time to time improved or otherwise suitable for such use or activity.

All other terms and provisions of the aforesaid Declaration of Covenants and Restrictions for Villages of Vilano, not in conflict with the provisions of this amendment, shall remain in full force and effect.

The consents of The First National Bank of Boston, the holder of a mortgage on the real property described on attached Exhibit "A" and the Villages of Vilano Homeowners' Association, Inc., are attached hereto.

IN WITNESS WHEREOF, Developer has executed this Amendment to the Declaration the date stated above.

Signature witnessed by:

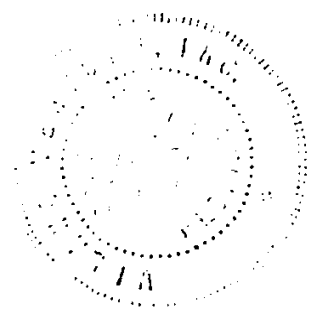
John H. Pearson
Gayle H. Brown

VILANO VENTURE, INC.

By: Ronald M. Smith

Its President

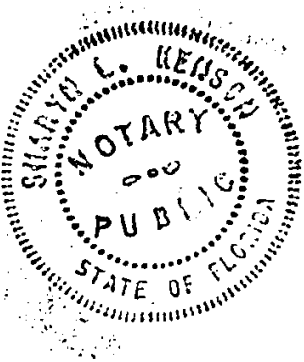
"Developer"



STATE OF FLORIDA

COUNTY OF ST. JOHNS

16th The foregoing instrument was acknowledged before me this day of March, 1987, by RONALD N. SCHMITZ, known to me to be the President of Vilano Venture, Inc., a Florida corporation.



Sharyn L. Kensch
Notary Public, State of Florida
My Commission Expires: _____

NOTARY PUBLIC, STATE OF FLORIDA
My Commission Expires May 25, 1989
Bonded by Transamerica Insurance Co.

COPY

A replat of Villages of Vilano as recorded in Map Book 19, pages 35 and 36 of the public records of St. Johns County, Florida, being a portion of Government Lot 1, Section 32, Township 6 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows:

Commence at the intersection of the Westerly right-of-way line of State Road No. A-1-A (a 66.0' right-of-way as now established) with the Northerly line of said Government Lot 1; thence S. 16°30'00" E., along said Westerly right-of-way line of State Road No. A-1-A, 454.0' to the Point of Beginning, said Point of Beginning also being a point of curvature of a curve concave Northwesterly and having a radius of 25.0'; thence Southwesterly along and around the arc of said curve an arc distance of 39.27'; said arc being subtended by a chord bearing and distance of S. 28°30'00" W., 35.36' to a point of reverse curve concave Southeasterly and having a radius of 188.56'; thence Southwesterly along and around the arc of said curve, an arc distance of 125.19', said arc being subtended by a chord bearing and distance of S. 54°28'47" W., 122.9' to a point of tangency of said curve; thence S. 35°27'35" W., 6.9' to a point of curvature of a curve concave Northwesterly and having a radius of 174.22'; thence Southwesterly along and around the arc of said curve, an arc distance of 106.55', said arc being subtended by a chord bearing and distance of S. 52°58'47" W., 104.9' to a point of compound curve, being concave Northwesterly and having a radius of 303.45'; thence Southwesterly along and around the arc of said curve, an arc distance of 22.01', said arc being subtended by a chord bearing and distance of S. 72°34'39" W., 22.0' to a point of a compound curve concave Northeasterly and having a radius of 25.0'; thence Northwesterly along and around the arc of said curve, an arc distance of 43.78', said arc being subtended by a chord bearing and distance of N. 55°10'21" W., 38.4' to a point of tangency of said curve; thence N. 5°00'00" W., 12.95' to a point of curvature of a curve concave Southwesterly and having a radius of 928.72'; thence Northwesterly along and around the arc of said curve, an arc distance of 186.41', said arc being subtended by a chord bearing and distance of N. 10°45'00" W., 186.09' to a point of tangency of said curve; thence N. 16°30'00" W., 415.52' to a point thence N. 89°24'24" W., 690.08'; thence S. 42°36'09" W., 78.01'; thence S. 3°25'25" W., 150.00 feet to a point on a curve, said curve being concave Southwesterly and having a radius of 677.74' thence Southeasterly along and around the arc of said curve, an arc distance of 360.06', said arc being subtended by a chord bearing and distance of S. 71°21'24" E., 355.84' to a point of a compound curve, being concave Southwesterly and having a radius of 25.0'; thence Southeasterly along and around the arc of said curve, an arc distance of 31.57', said arc being subtended by a chord bearing and distance of S. 19°57'54" E., 29.51' to a point of reverse curve, said curve being concave Easterly and having a radius of 53.95'; thence Southeasterly along and around the arc of said curve, an arc distance of 56.55', said arc being subtended by a chord bearing and distance of S. 13°49'20" E., 54.0' to a point of tangency of said curve; thence S. 43°51'05" E., 143.73' to a point of curvature of a curve concave Northerly and having a radius of 51.45'; thence Easterly along and around the arc of said curve, an arc distance of 60.78', said arc being subtended by a chord bearing and distance of S. 77°41'53" E., 57.31' to a point of reverse curve of a curve concave Southerly and having a radius of 25.0'; thence Easterly along and around the arc of said curve, an arc distance of 30.94', said arc being subtended by a chord bearing and distance of S. 76°05'20" E., 29.0' to a point of tangency of said curve; thence S. 40°38'00" E., 57.12' to a point of curvature of a curve concave Northerly and having a radius of 363.45'; thence Southeasterly and Easterly along and around the arc of said curve, an arc distance of 436.85', said arc being subtended by a chord bearing and distance of S. 75°03'59" E., 411.03' to a point of a compound curve, being concave Northwesterly and having a radius of 374.99'; thence Northeasterly along and around the arc of said curve, an arc distance of 99.41', said arc being subtended by a chord bearing and distance of N. 62°54'19" E., 99.12' to a point of tangency of said curve; thence N. 55°18'38" E., 22.94' to a point of curvature of a curve concave Southeasterly and having a radius of 312.34'; thence Northeasterly along and around the arc of said curve, an arc distance of 99.16', said arc being subtended by a chord bearing and distance of N. 64°24'20" E., 98.74' to a point of a compound curve concave Southwest-erly and having a radius of 25.0'; thence Southeasterly along and around the arc of said curve, an arc distance of 39.27', said arc being subtended by a chord bearing and distance of S. 61°30'00" E., 35.36' to a point of the Westerly right-of-way line of said State Road No. A-1-A; thence N. 16°30'00" W., along said Westerly right-of-way line 150.0' to the Point of Beginning.

CONSENT OF

THE VILLAGES OF VILANO HOMEOWNERS' ASSOCIATION, INC.

THE UNDERSIGNED, being all the Directors and Officers of the VILLAGES OF VILANO HOMEOWNERS' ASSOCIATION, INC., do hereby consent on behalf of said Association to the foregoing Amendment to the Declaration of Covenants and Restrictions for Villages of Vilano.

DATED this 18th day of March, 1987.

Signed, sealed and delivered
in the presence of

Sharon E. Player
Ronald W. Player

VILLAGES OF VILANO HOMEOWNERS'
ASSOCIATION, INC.

By: James Kashou
James Kashou, President/Director

By: Tracy Kutz
Tracy Kutz, Vice-President/
Director

By: Sharyn Kenson
Sharyn Kenson, Secretary/
Treasurer/Director

STATE OF FLORIDA
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day before me, the undersigned authority, personally appeared JAMES KASHOU, as President/Director; TRACY KUTZ, as Vice-President/Director and SHARYN KENSON, as Secretary/Treasurer/Director of THE VILLAGES OF VILANO HOMEOWNERS' ASSOCIATION, INC., a Florida non-profit corporation, known to me to be the persons described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same as such officers for the uses and purposes therein expressed and same is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 18th day of March, 1987.

Dorothy J. Leistgen
Notary Public, State of Florida

My Commission Expires: _____

Notary Public, State of Florida
My Commission Expires Feb. 25, 1989
Bonded through Lawyers Surety Corporation

CONSENT OF MORTGAGEE

THE FIRST NATIONAL BANK OF BOSTON, a national banking association, the owner and holder of a first mortgage upon the real property described in the foregoing Declaration of Covenants and Restrictions for VILLAGES OF VILANO, which mortgage is dated February 1, 1987, and recorded in Official Records Book 734, Page 988 Public Records of St. Johns County, Florida, hereby agrees to the filing of said Amendment to the Declaration of Covenants and Restrictions for VILLAGES OF VILANO, as covenants running with the land and to the subordination of the lien of its said mortgage to the terms of the aforesaid Declaration of Covenants and Restrictions for VILLAGES OF VILANO, as amended.

DATED this 25 day of March, 1987.

Signed, sealed and delivered
in the presence of:

Charles H. Little
Marilyn J. Porter

THE FIRST NATIONAL BANK OF BOSTON,
a national banking association

By: John A. DeCamp
John A. DeCamp
Its Vice-President

Commonwealth
~~STATE~~ OF MASSACHUSETTS
COUNTY OF Suffolk

(Seal)

I HEREBY CERTIFY that on this day before me, the undersigned authority, personally appeared JOHN A. DeCAMP, as Vice-President of THE FIRST NATIONAL BANK OF BOSTON, a national banking association, known to me to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same as such officer for the uses and purposes therein expressed and same is the act and deed of said corporation.

WITNESS my hand and official seal in the County and ~~State~~ ^{Commonwealth} last aforesaid this 25th day of March, 1987.

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.

1987 APR -1 PM 2:45

Paul "Bud" Markel
CLERK OF CIRCUIT COURT

Constance J. Winslow
Notary Public, ~~State of Mass.~~ ^{Commonwealth}
My Commission Expires:

Constance J. Winslow
NOTARY PUBLIC
My Commission Expires May 15, 1992