

FIRST

AMENDMENT

FIRST AMENDMENT OF DECLARATION OF
COVENANTS AND RESTRICTIONS FOR ORLANDO SUN VILLAGE

This First Amendment of Declaration of Covenants and Restrictions for Orlando Sun Village ("First Amendment") is executed this 14th day of October, 1996 by CITIPROP REALTY, L.C., a Florida limited liability company doing business as ORLANDO SUN VILLAGE (the "Developer").

R E C I T A L S:

A. WHEREAS, the Developer and Orlando Sun Village Homeowners Association, Inc., a Florida not-for-profit corporation (the "Association"), have executed that certain Declaration of Covenants and Restrictions for Orlando Sun Village dated November 24, 1995 and recorded November 30, 1995 in Official Records Book 1294, Page 0938 of the Public Records of Osceola County, Florida (the "Declaration"); and

B. WHEREAS, Article X, Section 1 of the Declaration authorizes the Developer to amend the Declaration; and

C. WHEREAS, the Developer desires to amend the Declaration as hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declaration is amended as follows:

1. Article III, Section 1 is hereby amended by adding the following:

(f) Nonexclusive easements are hereby granted for pedestrian ingress and egress, utility installation including water, sewer, electrical, telephone and cable television and construction of sidewalks and related walk ways over, through and under the portion of all Lots on which a building has not been constructed. The Owner of each Lot shall not erect any structure which interferes with the easements granted herein.

2. Article X, is hereby amended by renumbering Section 3 to Section 4 and adding the following as new Section 3:

SECTION 3. Rental of Parcels. Notwithstanding anything to the contrary contained herein, the last sentence in Article VIII, SECTION 1 of this Declaration (which provides that the Parcels may be rented by Owners) may not be amended, unless such amendment is approved, in person or by proxy, by a vote of ninety-five (95%) of the Owners.

Revised 10/14/96
SCHROEDER AND LARCHE, P.A.
ONE BOCA PLACE, SUITE 319 - ATRIUM
2255 GLADES ROAD
BOCA RATON, FLORIDA 33431-7383

RECEIVED

3. Except as provided in this First Amendment, the Declaration shall remain in full force and effect.


Signed, sealed and delivered
in the presence of:


DEVELOPER:

CITIPROP REALTY, L.C.
a Florida limited liability
company

By: LANDROCK, L.C., a Florida
limited liability company,
a Member

By: LANDLINK ONE L.C., a
Florida limited liability
company, a Member

By: 
Quentin Jones, a Member


Print Name of Witness

ALAN PELL
Print Name of Witness

Address:
2555 Temple Trail
Winter Park, Florida 32789

ASSOCIATION:

ORLANDO SUN VILLAGE HOMEOWNERS
ASSOCIATION, INC., a Florida
not-for-profit corporation

[Signature]
Print Name of Witness

Alan Pellingra
Print Name of Witness

By:

[Signature]
Quentin Jones, President

Address:

2555 Temple Trail
Winter Park, Florida 32789

STATE OF FLORIDA)

COUNTY OF Orange)

SS.:

The foregoing instrument was acknowledged before me this 5th
day of October, 1996, by QUENTIN JONES, a Member of LANGLINK
ONE L.C., a Florida limited liability company, a Member of
LANDROCK, L.C. a Florida limited liability company, a Member of
CITIPROP REALTY, L.C., a Florida limited company, on behalf of the
limited liability company. He is personally known to me has
furnished identification. SS

[Signature]

ALAN PELLINGRA
Print, Type or Stamp Commissioned
Name of Notary Public - State of
Florida

My Commission Expires:
My Commission Number:
My Notary Seal:



ALAN PELLINGRA
MY COMMISSION # 00317606 EXPIRES
October 17, 1997
BONDED THROUGH TERRY FARM INSURANCE, INC.

STATE OF FLORIDA)
) ss.:
COUNTY OF Orange)

The foregoing instrument was acknowledged before me this 9th
day of October, 1996, by Quentin Jones, as President of
ORLANDO SUN VILLAGE HOMEOWNERS' ASSOCIATION, INC., a Florida not-
for-profit corporation, on behalf of the corporation. He is
personally known to me/~~has furnished~~ _____
_____ as identification.

Alan Pelligrina

Print, Type or Stamp Commissioned
Name of Notary Public - State of
Florida

My Commission Expires:
My Commission Number:
My Notary Seal:



ALAN PELLIGRINA
MY COMMISSION # 0017508 EXPIRES
October 17, 1997
BORNED THRU TINY TANN INSURANCE, INC.

JOINDER AND CONSENT

The undersigned, Howard Blake Johnston, Trustee of the Blake Johnson Family Trust dated September 18, 1989 being the holder of a mortgage encumbering the Property hereby joins in this First Amendment for the purpose of approving and consenting to the terms hereof. The undersigned has executed this Joinder and Consent this 21st day of October, 1996.

Witnesses:

Elizabeth Mangan

Howard Blake Johnston, Trustee
Howard Blake Johnston, Trustee
of the Blake Johnston Family
Trust Dated September 18, 1989

ELIZABETH MANGAN
Print Name of Witness

A. Marie Fulton

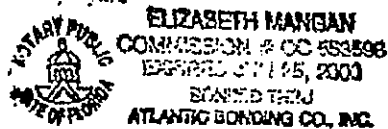
A. Marie Fulton
Print Name of Witness

STATE OF FLORIDA

COUNTY OF OSCEOLA

}
} ss:
}

The foregoing instrument was acknowledged before me on October 21, 1996, by Howard Blake Johnston, Trustee of the Blake Johnston Family Trust Dated September 18, 1989 He is personally known to me \has produced as identification:



Elizabeth Mangan
ELIZABETH MANGAN
Print, Type or Stamp Commissioned
Name of Notary Public - State
of FLORIDA

My Commission Expires:

My Commission Number:

My Notary Seal:

J:\7\CLIENTS\CITIPROP\1STAMEND.DEC 1170-01 (10/8/96)

SECOND

AMENDMENT

PREPARED BY AND RETURN TO:
Alan Pellingra, Esq.
Schroeder & Larche, P.A.
2255 Glades Road, Suite 319-A
Boca Raton, FL 33431

LARRY WHALEY,
CLERK OF THE CIRCUIT COURT
OSCEOLA COUNTY, FLORIDA

BOOK 1398 PAGE 0465
INSTRUMENT # 97-041347
DATE 05/07/97 TIME 08:30
VERIFIED BY EJM

SECOND AMENDMENT OF DECLARATION OF
COVENANTS AND RESTRICTIONS FOR ORLANDO SUN VILLAGE

This Second Amendment of Declaration of Covenants and Restrictions for Orlando Sun Village ("First Amendment") is executed this 20th day of February, 1997 by CITIPROP REALTY, L.C., a Florida limited liability company doing business as ORLANDO SUN VILLAGE (the "Developer").

R E C I T A L S:

A. WHEREAS, the Developer and Orlando Sun Village Homeowners Association, Inc., a Florida not-for-profit corporation (the "Association"), have executed that certain Declaration of Covenants and Restrictions for Orlando Sun Village dated November 24, 1995 and recorded November 30, 1995 in Official Records Book 1294, Page 0938 of the Public Records of Osceola County, Florida (the "Declaration"); and

B. WHEREAS, the Declaration has been amended in that certain First Amendment of Declaration of Covenants and Restrictions for Orlando Sun Village dated October 9, 1996 and recorded November 14, 1996 in Official Records Book 1361, Page 0462, of the Public Records of Osceola County, Florida (the "First Amendment") (the Declaration as amended by the First Amendment shall hereinafter be referred to as the "Declaration").

C. WHEREAS, the Developer desires to further amend the Declaration as hereinafter provided.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declaration is amended as follows:

1. Article III, Section 4, of the Declaration is deleted in its entirety and replaced with the following:

"Section 4. Cross Access and Utility Easement.

The Developer shall transfer to Sterling Vacation Realty L.C., a Florida limited liability company (with its subsidiaries, affiliates, successors and/or assigns, "Sterling Realty") that certain property which is a part of the Property on the date hereof and legally described on Exhibit "D" attached hereto (the "Sterling Property"). On the date the Sterling Property is transferred to Sterling Realty, and all times subsequent thereto, the Sterling Property shall no longer be deemed part of the Property and shall no longer be subject to the terms of this Declaration. Sterling Realty may develop property adjacent to the Property (the "Adjacent Property") for residential or other uses. The Association and/or the Developer are hereby authorized to enter into a cross use and that access agreement with Sterling Realty wherein (i) the Sterling Property and/or the Adjacent Property

THIS DOCUMENT HAS BEEN RE-RECORDED TO REFLECT THE DATE OF THE INSTRUMENT AND THE PREPARED BY.
LEGEND.

LARRY WHALEY, CLERK OF THE CIRCUIT COURT - OSCEOLA CITY
03/18/97 08:35 VERIFIED: EJM INSTR # 97-025466

BK 1388
PG 0078

shall have a perpetual non-exclusive easement over, upon, under, and across the Common Areas for purposes of pedestrian and vehicular ingress and egress, and installing, maintaining, repairing and replacing all utility lines, drainage facilities and related facilities that may be located in the Common Areas and used in connection with the Sterling Property and/or the Adjacent Property, and a preputial non-exclusive easement permitting the owner of the Sterling Property and/or the Adjacent Property to tie-in to or use the utilities located on or servicing the Property, including without limitation, the lift station, satellite/cable system and central telephone system and (ii) the Property shall have a perpetual non-exclusive easement over, upon, under and across the Sterling Property and/or the Adjacent Property for purposes of pedestrian and vehicular ingress and egress, and installing, maintaining, repairing and replacing all utility lines, drainage facilities and related facilities that may be located in the Sterling Property and/or the Adjacent Property."

2. Article 8 of the Declaration is amended by adding a new section 18 as follows:

"18. Obligation to Reconstruct or Repair. If all or any part of Owner's Parcel shall be damaged by casualty or otherwise, the Owner agrees to diligently reconstruct or repair the damaged property. Such reconstruction or repair shall be substantially in accordance with the plans and specifications for the original Parcel. In order to preserve and enhance property values and amenities within Orlando Sun Village and contribute to the personal and general health, safety and welfare of the property owners and residents therein, any reconstruction or repair shall commence as soon as is reasonably possible and shall be carried out in a diligent fashion with no interruption of construction. In no event shall such commencement date be later than six (6) months from the date of the casualty unless extended by written approval of the Association for good cause."

3. Exhibit "A" of the Declaration is amended by deleting "ALSO LESS: The Sterling Parcel."

4. Exhibit "D" of the Declaration is deleted in its entirety and replaced with the following: SEE SCHEDULE K ATTACHED HERETO

5. Except as provided in this Second Amendment, the Declaration shall remain in full force and effect.

IN 5.
IN 5.

6. This Second Amendment may be executed in counterparts and all counterparts taken together shall be deemed one in the same instrument.

Signed, sealed and delivered
in the presence of:

DEVELOPER:

CITIPROP REALTY, L.C.,
a Florida limited liability
company

By: LANDROCK, L.C., a Florida
limited liability company,
a Member

By: LANDLINK ONE L.C., a
Florida limited liability
company, a Member

By: Quentin Jones
Quentin Jones, a Member

Connie Claspell
CONNIE CLASPELL
Printed Name of Witness

Olga Paulina Berdecia
OLGA PAULINA BERDECIA
Printed Name of Witness

ASSOCIATION:

ORLANDO SUN VILLAGE HOMEOWNERS'
ASSOCIATION, INC., a Florida
not-for-profit corporation

By: Quentin Jones
Quentin Jones, President

Connie Claspell
CONNIE CLASPELL
Printed Name of Witness

Olga Paulina Berdecia
OLGA PAULINA BERDECIA
Printed Name of Witness

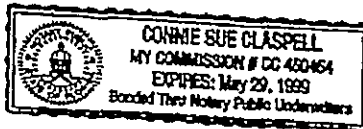
STATE OF FLORIDA)
COUNTY OF Oceola) SS.:

The foregoing instrument was acknowledged before me this 13th day of January, 1997, by QUENTIN JONES, a Member of LANDLINK ONE L.C., a Florida limited liability company, a Member of LANDROCK, L.C. a Florida limited liability company, a Member of CITIPROP REALTY, L.C., a Florida limited company on behalf of the limited liability company. He is personally known to me has furnished drivers license as identification.

Connie Sue Claspell

CONNIE SUE CLASPELL
Print, Type or Stamp Commissioned
Name of Notary Public - State of
Florida

My Commission Expires:
My Commission Number:
My Notary Seal:



STATE OF FLORIDA)
COUNTY OF Oceola) SS.:

The foregoing instrument was acknowledged before me this 13th day of January, 1997, by Quentin Jones, as President of ORLANDO SUN VILLAGE HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me has furnished drivers license as identification.

Connie Sue Claspell

CONNIE SUE CLASPELL
Print, Type or Stamp Commissioned
Name of Notary Public - State of
Florida



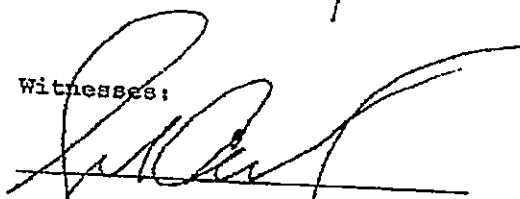
My Commission Expires:
My Commission Number:
My Notary Seal:

BOOK 1398 PAGE 0081

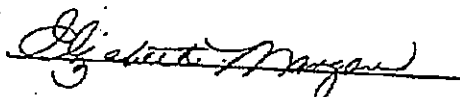
JOINDER AND CONSENT

The undersigned, Howard Blake Johnston, Trustee of the Blake Johnson Family Trust dated September 18, 1989 being the holder of a mortgage encumbering the Property hereby joins in this Second Amendment for the purpose of approving and consenting to the terms hereof. The undersigned has executed this Joinder and Consent this 16th day of JANUARY, 1997.

Witnesses:



FRED H. COMRIE II
Printed Name of Witness

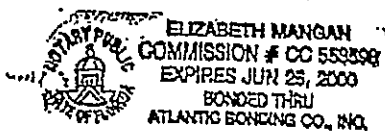


ELIZABETH MANGAN
Printed Name of Witness

✓ Howard Blake Johnston, Trustee
Howard Blake Johnston, Trustee
of the Blake Johnston Family
Trust Dated September 18, 1989

STATE OF FLORIDA
COUNTY OF OSCEOLA SS:

The foregoing instrument was acknowledged before me on January 16, 1997, by Howard Blake Johnston, Trustee of the Blake Johnston Family Trust Dated September 18, 1989 He is personally known to me and has produced as identification.



Elizabeth Mangan
Print, Type or Stamp
Commissioned Name of Notary
Public - State of _____

My Commission Expires:
My Commission Number:
My Notary Seal:

JOINDER AND CONSENT

The undersigned, FIRST NATIONAL BANK OF CENTRAL FLORIDA, being the holder of a mortgage encumbering the Property hereby joins in this Second Amendment for the purpose of approving and consenting to the terms hereof. The undersigned has executed this Joinder and Consent this 20 day of February, 1997.

Witnesses:

FIRST NATIONAL BANK OF CENTRAL
FLORIDA

Millie Huffman

By: David A. Folker

Millie Huffman
Printed Name of Witness

David A. Folker
Printed Name of Person Signing

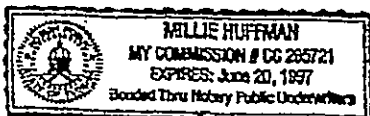
Donna R. Hitchcock

Its: Vice President

Donna R. Hitchcock
Printed Name of Witness

STATE OF Florida
COUNTY OF Seminole } ss:

The foregoing instrument was acknowledged before me on February 20th, 1997, by David A. Folker, as Vice President of FIRST NATIONAL BANK OF CENTRAL FLORIDA, a Florida corporation, on behalf of said corporation. He/she is personally known to me / has produced _____ as identification.



My Commission Expires:
My Commission Number:
My Notary Seal:

Millie Huffman
Millie Huffman
Print, Type or Stamp
Commissioned Name of Notary
Public State of Florida

(J:\7\CLIENTS\CHIEF\PROF\JANUARY2.OCT 1170-01 01/06/97)

SCHEDULE 1

"EXHIBIT "D"

To Declaration of Covenants and Restrictions

Sterling Parcel

Legal Description

That part of Government Lot 4, Section 13, Township 25 South, Range 28 East, Osceola County, Florida, described as follows:

Commence at the Southwest corner of said Government 4; thence run N 00°11'27" E along the West line of said Government Lot 4 for a distance of 613.50 feet to the North line of the South 20 acres of said Government Lot 4, lying West of Old Vineland Road; thence run S 89°59'33" E along said North line for a distance of 953.50 feet; thence run N 00°00'27" E for a distance of 245.00 feet to a point on a line lying 245.00 feet North of, when measured at right angles, and parallel with aforesaid North line of the South 20 acres of Government Lot 4 lying West of Old Vineland Road; thence run S 89°59'33" E along said line for a distance of 352.67 feet to the West maintenance limits line of Old Vineland Road (approximate, existing West edge of pavement); thence run N 12°06'46" W along said West maintenance limits line for a distance of 83.87 feet; thence run N 89°59'33" W for a distance of 25.57 feet to the POINT OF BEGINNING; thence continue N 89°59'33" W for a distance of 206.57 feet; thence run N 25°10'06" E for a distance of 85.79 feet; thence run N 12°06'46" W for a distance of 146.91 feet; thence run N 77°53'14" E for a distance of 125.00 feet; thence run S 12°06'46" E for a distance of 253.17 feet to the POINT OF BEGINNING.

THIRD

AMENDMENT

THIRD AMENDMENT OF DECLARATION OF COVENANTS AND RESTRICTIONS FOR ORLANDO SUN VILLAGE

This Third Amendment of Declaration of Covenants and Restrictions for **ORLANDO SUN VILLAGE** ("Third Amendment") is executed this 1st day of SEPTEMBER, 2010 by RIT, L.C., a Florida limited liability company doing business as **ORLANDO SUN VILLAGE** (the "Developer").

RECITALS:

A. WHEREAS, the Developer and Orlando Sun Village Homeowners Association, Inc., a Florida not-for-profit corporation (the "Association"), have executed that certain Declaration of Covenants and Restrictions for Orlando Sun Village dated November 24, 1995 and recorded November 30, 1995 in Official Records Book 1294, Page 0938 of the Public Records of Osceola County, Florida (the "Declaration"); and

B. WHEREAS, the Declaration has been amended by that certain First Amendment of Declaration of Covenants and Restrictions for Orlando Sun Village dated October 9, 1996 and recorded November 14, 1996 in Official Records Book 1361, Page 0462, of the Public Records of Osceola County, Florida (the "First Amendment") and further amended by that certain Second Amendment of Declaration of Covenants and Restrictions for Orlando Sun Village recorded March 18, 1997 in Official Records Book 1388, Page 0078, of the Public Records of Osceola County, Florida (the "Second Amendment") (the Declaration as amended by the First Amendment and Second Amendment shall hereinafter be referred to as the "Declaration").

C. WHEREAS, the Developer desires to further amend the Declaration as hereinafter provided.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declaration is amended as follows:

1. Article VI, Section 4, of the Declaration, which Section 4 is entitled "Basis and Collection of General Assessments", is deleted in its entirety and replaced with the following:

SECTION 4. Basis and Collection of General Assessments. The Board of Directors of the Association shall annually estimate the Common Expenses it expects to incur and the period of time involved therein and shall assess its Members sufficient monies to meet this estimate (the "Annual Assessment"). This Annual Assessment shall not apply to any Lots or Parcels on which a Living Unit has been constructed but as to which Living Unit a Certificate of Occupancy from the appropriate governmental authority has not been issued. All Parcels upon which a two bedroom Living Unit has been constructed shall be assessed at a uniform rate, all Parcels upon which a three bedroom Living Unit has been

constructed shall be assessed at a uniform rate, and all Parcels upon which a four bedroom living unit has been constructed shall be assessed at a uniform rate. Such uniform rates shall be calculated by dividing the estimate of the Annual Assessment by the total aggregate number of bedrooms in the Parcels subject to assessments, and multiplying by the number of bedrooms present in such Parcels. Should the Board of Directors of the Association at any time determine that the Assessments made are insufficient to pay the Common Expenses, the Board shall have authority to levy and collect additional general Assessments to meet such needs. The amount of the general Assessment may be adjusted periodically as deemed necessary by the Board of Directors of the Associations.

2. Article VI, Section 6, of the Declaration, which Section 6 is entitled "Special Assessments", is deleted in its entirety and replaced with the following:

SECTION 6. Special Assessments. In addition to the general Assessments, the Board of Directors of the Association may levy in any year a special Assessment, applicable to that year only. A special Assessment may only be levied if approved by a vote of two-thirds (2/3) of the Class A Members (who are entitled to vote) present, in person or by proxy, at a duly held meeting at which a quorum is present, and the Class B member. Special Assessments shall not apply to any Lots or Parcels on which a Living Unit has been constructed but as to which Living Unit a Certificate of Occupancy from the appropriate governmental authority has not been issued. All Parcels upon which a two bedroom Living Unit has been constructed shall be subject to the Special Assessment at a uniform rate, all Parcels upon which a three bedroom Living Unit has been constructed shall be subject to the Special Assessment at a uniform rate, and all Parcels upon which a four bedroom living unit has been constructed shall be subject to the Special Assessment at a uniform rate. Such uniform rates shall be calculated by dividing the Special Assessment by the total aggregate number of bedrooms in the Parcels subject to assessments, and multiplying by the number of bedrooms present in such Parcels.

3. Article VI, Section 16, of the Declaration, which Section 16 is entitled "Uniform Rate of Assessment", is deleted in its entirety.

4. Exhibit "E" to the Declaration, which describes the Common Property of Orlando Sun Village, is amended by changing Item 5 to read "Clubhouse Swimming Pools" and by deleting Items 6 and 7, which list "Spa" and "Tennis Courts" as Common Property.

5. Except as provided in this Third Amendment, the Declaration shall remain full force and effect.

6. This Third Amendment may be executed in counterparts and all counterparts taken together shall be deemed one in the same instrument.

Signed, sealed and delivered
in the presence of:

DEVELOPER:

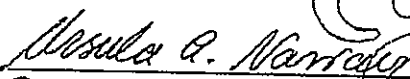
RIT, L.C.,
a Florida limited liability company

By: 

Harp Properties Limited,
a Managing Member

By: 

ECS International Nominees (BVI),
a Managing Member
ENERVA ADMINISTRATION LTD



Printed Name of Witness

URSULA A. NARVAEZ



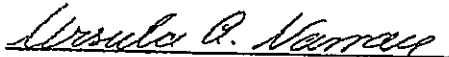
Printed Name of Witness

Steven L. Steward



Steven L. Steward

Printed Name of Witness



URSULA A. NARVAEZ

Printed Name of Witness

ASSOCIATION:

ORLANDO SUN VILLAGE HOMEOWNERS'
ASSOCIATION, INC., a Florida not-for profit
corporation

By: 

William Q. Jones, President

Director

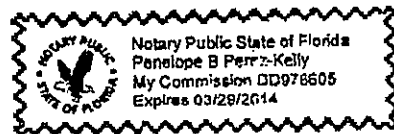
STATE OF FLORIDA

COUNTY OF Osceola

The foregoing instrument was acknowledged before me this 1 day of September, 2010, by Andrew Law, a member of Harp Properties Limited, a company organized under the laws of BVI, a member of ~~FECS~~ Everline International Nominees (BVI), a company organized under the laws of Bahamas on behalf of the limited liability company. He is personally known to me or has produced _____ as identification.

[Signature]
Penelope B. Perez-Kelly
Print, Type or Stamp Commissioned
Name of Notary Public – State of Florida

My Commission Expires:
My Commission Number:
My Notary Seal:



STATE OF FLORIDA

COUNTY OF OSCEOLA

The foregoing instrument was acknowledged before me this 1 day of September, 2010, by WILLIAM Q. JONES, as President of ORLANDO SUN VILLAGE HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

[Signature]
Penelope B. Perez-Kelly
Print, Type or Stamp Commissioned
Name of Notary Public – State of Florida

My Commission Expires:
My Commission Number:
My Notary Seal:

