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AMENDMENT TO DECLARATION OF RESTRICTIONS,
LIMITATIONS, CONDITIONS AND AGREEMENTS

FILED FOR RECORD
BOOK AND PAGE ABOVE
RECORD VERIFIED
1982 DEC 29 PM 4: 12
FRED A. WRIGHT
CLERK OF CIRCUIT COURT
INDIAN RIVER CO., FLA.
D.C.
Christie

This amendment to the Declaration of Restrictions, Limitations, Conditions and Agreements is duly made by the undersigned owners of the sub-division of SUMMERPLACE, UNIT II, this 4th day of November, 1982.

WHEREAS, there was placed of record in the public records of Indian River County a Declaration of Restrictions, Limitations, Conditions and Agreements on September 7, 1964 in the Official Records Book 219, Page 291, and,

WHEREAS, the undersigned property owners representing a majority of the owners of residential lots in SUMMERPLACE, UNIT II, are desirous of amending the Declaration of Restrictions, Limitations, Conditions and Agreements.

NOW, THEREFORE, the undersigned owners in consideration of the premises and mutual covenants herein contained, do covenant, declare and agree that the following paragraphs are amended and added to read as follows:

It shall be deemed that the use of the word "SUBDIVIDER" used in the Declaration of Restrictions, Limitations, Conditions and Agreements on September 7, 1964 in the Official Records Book 219, Page 291, in the public records of Indian River County, is hereby substituted by the words "SUMMERPLACE IMPROVEMENT ASSOCIATION, INC."

"2." OWNERSHIP: No lot, nor any part thereof, included in SUMMERPLACE, UNIT II, except portions of that plat of SUMMERPLACE, UNIT II, which are designated commercial or park areas and are, therefore, not subject to the terms and conditions of this Declaration unless specifically included in any paragraphs hereunder, shall be sold, conveyed or leased to any individual other than a member in good standing of the SUMMERPLACE IMPROVEMENT ASSOCIATION, INC., a Florida non-profit corporation, except for any Lot or portion of property shown on plat of SUMMERPLACE, UNIT II, which is leased, used or occupied for a period not in excess of six months in any calendar year by anyone other than a member of SUMMERPLACE IMPROVEMENT ASSOCIATION, INC., and their immediate family. The provisions of this covenant shall not apply to bonafide domestic servants domiciled upon the premises where they are employed. It is a condition of the estate conveyed that the grantee of any

deed shall not rent, lease, give, convey or in any other manner transfer the property conveyed to him to any person not at the time of such transfer, lease, gift or conveyance, a member of the SUMMERPLACE IMPROVEMENT ASSOCIATION, INC., except as otherwise stated herein. It is specifically understood and agreed that the purpose of this and other conditions is to insure all the grantees and other members of the SUMMERPLACE IMPROVEMENT ASSOCIATION, INC., that their property in SUMMERPLACE, UNIT II, shall at all times be sold, conveyed or leased to individuals who create and maintain a community of congenial residents and thus, protect the value of the property in the subdivision, therefore, benefiting all owners within the subdivision.

Nothing contained in this Declaration shall preclude a mortgage institution, banker, savings and loan association, insurance company, or any other recognized lending institution, from owning a mortgage on any lot or property situated in SUMMERPLACE, UNIT II, and such mortgage institution, bank, savings and loan association, insurance company, or other recognized lending institution, shall have an unrestricted, absolute right to take title to the property in settlement and satisfaction of said mortgage or to foreclose the mortgage in accordance with the terms thereof, and the laws of the State of Florida, and to bid upon said property at the foreclosure sale, the mortgagee taking title on said foreclosure sale or taking title in lieu foreclosure sale, may acquire said property and occupy the same and sell and resell the same after complying with the restrictions limiting the ownership of said property to members of the SUMMERPLACE IMPROVEMENT ASSOCIATION, INC.

All grantees of conveyances to Lots in the above-described subdivision expressly stipulate and agree for themselves and their heirs, executors, administrators, legal representatives and assigns that in the event proceedings are instituted to foreclose any mortgage on property conveyed in SUMMERPLACE, UNIT II, SUMMERPLACE IMPROVEMENT ASSOCIATION, INC., shall have the right to redeem from the mortgage for the amounts due thereon or to purchase said property at the foreclosure sale for the amount set forth to be due by the mortgage and, in case of redemption by SUMMERPLACE IMPROVEMENT ASSOCIATION, INC., their successors or assigns, the entity or individuals so redeeming, shall take and have absolute fee simple title to the property redeemed, free from any claim or right of any grantee, his heirs or assigns or the mortgagor, and

every person or concern claiming by, through or under him or it.

In the event an individual or other entity does not qualify to be a member in the SUMMERPLACE IMPROVEMENT ASSOCIATION, INC., and has a contractual agreement to purchase or lease a Lot or inherits a Lot in SUMMERPLACE, UNIT II, Then in that event SUMMERPLACE IMPROVEMENT ASSOCIATION, INC., shall have the right of first refusal to purchase the Lot from the selling party or party inheriting the property in SUMMERPLACE, UNIT II, under the following terms:

1. An appraisal must be obtained by the Association, to be paid for by the selling party and this appraisal shall be binding on both the Association and the selling party as the purchased price for said Lot.
2. The Association shall purchase the Lot, at the option, either for cash or with 10% of the purchase price at closing in cash, and the remaining 90% of the purchase price to be paid in equal annual payments over ten years at an interest rate of three percentage points under the prime rate established by Chase Manhattan Bank of New York.
3. The closing shall take place 30 days after the selling party is notified that his purchaser or the party inheriting the property is not approved for membership in the SUMMERPLACE IMPROVEMENT ASSOCIATION, INC.. The inheriting party or selling party shall provide an insurable or marketable title to the Lot which is subject to the sale.

In the event SUMMERPLACE IMPROVEMENT ASSOCIATION, INC., is not desirous of purchasing the Lot, the party attempting to sell the Lot to the Association shall have the right to continue his or her ownership of the property and seek another purchaser for the property.

"3." BUILDING PLANS: For the purpose of further insuring development of lands in Unit II as a residential area of high standards, the SUMMERPLACE IMPROVEMENT ASSOCIATION, INC., shall have the right to control any additions, alterations and improvements to new or existing structures which will be based on each Lot in Unit I including Lot M, Block I, Lots 3, 4, 5, 10 and Park area, Block A, as per the terms of this paragraph. All landscape plans, all plans for any and all structures, and all plans for any additions or alterations to existing structures, walls, pools, pool enclosures or trees must be presented in writing to the Architectural Review Committee at such address as the Architectural Review Committee may designate, and approved in writing, by the Architectural Review Committee, prior to the start of any such construction, addition or alteration. The Architectural Review Committee shall have the right to refuse to approve any such plans and/or specifications which are not suitable or

desirable, in its opinions, for aesthetic or other reasons, and in so passing upon such plans, the Committee shall have the right to take into consideration the suitability of the proposed structure or improvement, and of the material of which it is to be built, to the site, the harmony thereof with the surroundings and the effect of the proposed structure or other improvement on the outlook from the adjacent or neighboring property.

The Architectural Review Committee shall be appointed by a majority of the Board of Directors present at the annual meeting for a one year term. The Architectural Review Committee shall consist of three (3) members with the majority vote determining a decision by the Committee. In the event of a death or resignation by any member of the Committee during the year prior to the annual meeting of the Association, the Board of Directors shall hold a special meeting after proper notice is given to appoint an Architectural Review Committee member to fulfill the term of the individual who has deceased or resigned.

The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove, plans and specifications, in writing, within thirty (30) days after the same have been submitted to it, approval will not be required and the related covenants shall be deemed to have been complied with fully.

"13." REMEDIES FOR VIOLATIONS: In the event of a violation or breach of any of these restrictions by any person or other entity or by virtue of any judicial proceedings, the owners of the lots in the subdivision, or any of them jointly or severally, or SUMMERPLACE IMPROVEMENT ASSOCIATION, INC., shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction or condition contained herein, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement. The invalidation by any court of any restriction herein contained shall not in any way affect any of the other restrictions but they shall remain in full force and effect.

The prevailing party in any legal proceeding to enforce all or any part of these restrictions shall be entitled to reasonable attorneys' fees and any and all costs incurred by them.

All paragraphs which have not been specifically amended or changed by this Amendment to Declaration of Restrictions, Limitations, Conditions and

Agreements, remain unchanged and in full force and effect.

IN WITNESS WHEREOF, SUMMERPLACE IMPROVEMENT ASSOCIATION, INC., has caused these presents to be executed in its name, by its president, and its corporate seal to be affixed. Attested by its secretary, the day and year first above written.

Signed, sealed and delivered in the presence of:

SUMMERPLACE IMPROVEMENT ASSOCIATION, INC.

BY Peter C. Hand
President

Samuel P. Black

Dois M. Hebbes

ATTEST: Marion B. Ball
Secretary

Margaret F. Byrne

Thomas G. Kennedy
Thomas G. Kennedy

Helen M. Kennedy
Helen M. Kennedy

Betty P. Lally

C. Clyde Atkins
C. Clyde Atkins

Esther C. Atkins by C. Clyde Atkins
Esther C. Atkins by C. Clyde Atkins

Betty P. Lally

Richard C. Timberlake
Richard C. Timberlake

Evelyn C. Timberlake
Evelyn C. Timberlake

William Ball
William Ball

William Ball
William Ball
(Proxies voted by Thomas G. Kennedy)

Melvin M. Kennedy
Thomas G. Kennedy

DR. HENRY R. COOPER By Thomas G. Kennedy

JAY HART By Thomas G. Kennedy

A. BARLOW HEIKES By Thomas G. Kennedy

Melvin M. Kennedy
Thomas G. Kennedy

JOHN KULKA By Thomas G. Kennedy

DONALD MACCULLOUGH By Thomas G. Kennedy

Thomas G. Kennedy

FRANK L. THOMAS By Thomas G. Kennedy

Thomas G. Kennedy

ILSE CALLADINE By Thomas G. Kennedy

William Ball

GLENN R. D'HOARN By Thomas G. Kennedy

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

Before me this day personally appeared Peter Hand and Marion B. Ball to me known and known to me to be president and secretary respectively of SUMMERPLACE IMPROVEMENT ASSOCIATION, INC., and they acknowledged before me that they have the authority to execute the said declaration for and on behalf of said Corporation, that their names officially have been by them subscribed thereto and the corporate seal affixed, and that the same is the act and deed of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 4th day of November, 1982, at Indian River County, Florida.

Christina A. Perre
Notary Public, State of Florida
at Large. My Commission Expires:

8/9/86

