

FIRST AMENDED DECLARATION OF GENERAL PROTECTIVE COVENANTS

LAKE VIEW HOMEOWNERS ASSOCIATION AT PALM COAST, INC.

Adopted June 29, 2004

**LAKE VIEW HOMEOWNERS ASSOCIATION
AT PALM COAST, INC.**

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COVENANTS**

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**FIRST AMENDED
DECLARATION OF GENERAL PROTECTIVE COVENANTS AND EASEMENTS**

THIS DECLARATION is made this 29th day of June, 2004, by LAKE VIEW HOMEOWNERS ASSOCIATION AT PALM COAST, INC., A Florida not for profit corporation (The Association).

WITNESSETH:

WHEREAS, The Association is the owner of the Committed Property (as that term is hereinafter defined); and

WHEREAS, The Committed Property is located in the City of Palm Coast, Flagler County, Florida, and is legally described on Exhibit "A" attached hereto; and

WHEREAS, The Committed Property has been developed under the general name of Lake View, as described in Article II hereof; and

WHEREAS, The Association by this Declaration imposes those certain protective covenants, conditions and restrictions set forth herein upon the land legally described on Exhibit "A" attached hereto; and

WHEREAS, The Association may, in its sole discretion, from time to time, convey, lease, or grant a license or other use or right to lands within or without the Committed Property by deed, easement, or otherwise, or The Association may, in its sole discretion, cause additional parties to do so, for the purpose of maintenance, landscaping, drainage, recreation or other purposes that will be for the use and benefit of some or all of its "Members" (as that term is hereinafter defined) and of families, tenants and guests; and

WHEREAS, The Association has deemed it desirable for the efficient preservation of the values and amenities established as aforesaid to create a not-for-profit corporation pursuant to Chapter 617, Florida Statutes, known as the Lake View Homeowners Association at Palm Coast, Inc., which Association has joined in this Declaration and to which there has been and will be delegated and assigned certain powers and duties of operation, administration, maintenance and repair of portions of the Committed Property, including the collection and disbursement of the Operating Expenses (as that term is hereinafter defined), all as more particularly set forth herein;

NOW, THEREFORE, The Association declares that the Committed Property is and shall be owned, used, sold, conveyed, encumbered, demised, and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, burdens, liens and all other provisions of this Declaration, all as hereinafter set forth, which shall run with the Committed Property and be binding on all parties having any right, title or interest in the Committed Property or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each Owner (as that term is hereinafter defined) thereof.

ARTICLE I
Definitions

The following words and phrases when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

(a) "Architectural Review Committee" or "Committee" shall mean and refer to a committee appointed by The Association pursuant to Article X, Section 3, herein.

(b) "Articles" shall mean and refer to the Articles of Incorporation of Lake View Homeowner's Association at Palm Coast, Inc., a Florida corporation not for profit, attached hereto as Exhibit "B," as may be amended from time to time.

(c) "The Association" and/or "Association" shall mean and refer to the Lake View Homeowner's Association at Palm Coast, Inc., a Florida corporation not for profit, its successors or assigns, which has its principal place of business in the City of Palm Coast, Flagler County, Florida. The Association is NOT a condominium association.

(d) "Board" or "Board of Directors" shall mean and refer to the Board of Directors of The Association.

(e) "Bylaws" shall mean and refer to the Bylaws of The Association, attached hereto as Exhibit "C," as may be amended from time to time.

(f) "Committed Property" shall mean and refer to the property described in Exhibit "A" attached hereto and made a part hereof, as the same may be added to from time to time by The Association by means of Supplemental Declarations.

(g) "Common Area" shall mean and refer to any portion of Committed Property owned or maintained by The Association and devoted to the common use and enjoyment of all Owners together with any improvement thereon. Common Areas may include, without limitation, any commonly owned open space, utilities, private streets, sidewalks, street lights, signage, recreation facilities, and Surface Water or Stormwater Management Systems within or about the Committed Property, all as further described in Article IV hereof.

(h) "County" shall mean and refer to Flagler County, Florida. "City" shall mean and refer to the City of Palm Coast, Florida.

(i) "Declaration" shall mean and refer to this Declaration of General Protective Covenants for the Lake View Homeowners Association at Palm Coast, Inc., as may be amended or supplemented from time to time.

(j) "Dwelling Unit" shall mean and refer to a residential home, as approved by the Architectural Review Committee, of whatever style or type as may be constructed in Lake View to be used as an abode for one family and shall also include the platted lot intended for the construction of such a residential home.

(k) "Institutional Mortgagee" shall mean and refer to (a) a lending institution having a first mortgage lien upon a Dwelling Unit including any of the following institutions; (a) Federal or State Savings and Loan or Building and Loan Association, a national or state bank or real estate investment trust, or mortgage banking company doing business in the State of Florida, or life insurance company; or (b) any "Secondary Mortgage Market Institution" including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration and Veterans Administration and such other Secondary Mortgage Market Institution as the Board shall hereafter approve in writing which has acquired a first mortgage upon a Dwelling Unit; or (c) any and all investors or lenders, or the successors and assigns of such investors or lenders which have loaned money to The Association to acquire, or construct improvements upon the Committed Property and who have a mortgage lien on all or a portion of the Committed Property securing such loan; or (d) such other lenders as the Board shall hereafter approve in writing which have acquired a first mortgage upon a Dwelling Unit.

(l) "Member" shall mean and refer to all those Owners who are members of "The Association."

(m) "Operating Expenses" shall mean and refer to the expenses for which Owners are liable to The Association as described in this Declaration and in any other document governing Lake View, and include, but are not limited to, the costs and expenses incurred by The Association in fulfilling its obligations hereunder and in administering, operating, owning, constructing, reconstructing, financing, maintaining, repairing and replacing the Common Areas, other real property or portions of either and improvements thereon, as well as expenses incurred by The Association in fulfilling its obligations under this Declaration and any other document governing Lake View, which mean and include the costs and expenses described in these documents as such and include regular and special assessments made by The Association in accordance with the terms hereof.

(n) "Owner" shall mean and refer to the record owner, whether one or more persons, firms or entities, who has acquired fee simple title to any lot or Dwelling Unit.

(o) "Lake View" shall mean and refer to the residential development located on the Committed Property.

(p) "Property Line" shall mean and refer to the perimeter boundary line of any lot within the Committed Property.

(q) "Property Plan" shall mean and refer to the Plat(s) or site plans of the Committed Property attached hereto as Exhibit "D" as may be amended or added to from time to time.

(r) "Rules and Regulations" shall mean and refer to the rules and regulations promulgated by the Board in accordance with the terms of this Declaration.

(s) "Surface Water or Stormwater Management System" shall mean 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, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, Florida Administrative Code. All Surface Water or Stormwater Management Systems located on the Committed Property or Common Areas of Lake View shall be maintained by The Association as part of the Operating Expenses.

(t) "Supplemental Declaration" shall mean and refer to an instrument executed by The Association for the purpose of subjecting additional real property to this Declaration, imposing additional conditions or restrictions on the Committed property, or for such other purposes as more fully described herein.

ARTICLE II

The Association's Rights and Powers

Section 1. Committed Property. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN CONTAINED OR CONTAINED IN ANY OTHER DOCUMENT, ONLY THAT PORTION OF LAKE VIEW WHICH IS COMMITTED PROPERTY (AS THAT TERM IS DEFINED IN THIS DECLARATION) SHALL BE SUBJECT TO THE PROVISIONS OF THIS DECLARATION AND ANY OTHER DOCUMENT GOVERNING THE COMMITTED PROPERTY.

Section 2. Additions to Committed Property; Certain Amendments. The Association shall have the right, and hereby reserves the right, from time to time to bring other property not presently part of Lake View into the Committed Property. Any additional properties brought within the scheme of this Declaration may contain Dwelling Units, lots or Common Areas and shall become part of The Association.

The Association shall not be obligated to add to the Committed Property. The additions and amendments authorized under this subsection shall only be made by The Association, and shall require the consent or approval of the Members, as set forth herein, and shall be made by the recording in the Public Records of the County and/or City of a Supplemental Declaration with respect to the additional property, and which shall extend the scheme of this Declaration to such property or modify the Declaration with respect to such additional properties as hereinafter set forth. Such Supplemental Declaration(s) shall identify Dwelling Units, lots and Common Properties within the properties described therein. The Association's rights under this Section are paramount to the provisions of Section 7 of Article XI of this Declaration.

Supplemental Declarations may contain such complementary additions and modifications of this Declaration as may be necessary to reflect the different character, if any, of that portion of Lake View or the additional properties which are the subject of such Supplemental Declaration as are not inconsistent with the scheme of this Declaration as determined by The Association. Further, such Supplemental Declarations may contain provisions relating to such portions of Lake View and/or such additional property, or any portions thereof, dealing with, among other things, assessments and the basis thereof, rules and regulations, architectural controls and other provisions consistent with the nature of the

development of such properties and pertaining to all or part of such portion and/or such additional properties to the exclusion of other portions of Lake View.

The provisions of this Article II, Section 3, cannot be amended without the written consent of The Association and any amendment of this Article II, Section 3 without the written consent of The Association shall be deemed null and void.

Section 3. Warranties. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, THE ASSOCIATION DISCLAIMS ANY EXPRESS WARRANTIES OR ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS AS TO THE LOT OR DWELLING UNIT, AND ALL ITEMS OF PERSONAL PROPERTY CONTAINED THEREIN, WHETHER ARISING FROM CUSTOM, USAGE, COURSE OF TRADE, CASE LAW OR OTHERWISE, OR ANY OTHER WARRANTIES WHATSOEVER.

ARTICLE III Membership and Voting Rights in The Association

Section 1. Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Dwelling Unit or lot which is or is at any time made subject to this Declaration shall be a Member of The Association. Membership shall be appurtenant to and inseparable from ownership of a Dwelling Unit or lot. Transfer of Dwelling unit or lot ownership either voluntarily or by operation of law shall terminate membership in The Association and said membership shall thereupon be vested in the transferee.

When any one Dwelling Unit or lot is owned by more than one person, firm, individual, corporation or other legal entity, the composite title holder shall be and constitute one Member of The Association. Any person, firm, individual, corporation or legal entity owning more than one Dwelling Unit or lot shall be as many Members as the number of Dwelling Units or lots owned.

Section 2. Classes of Memberships and Voting Rights. The Association shall have one class of voting membership:

Class A. Class A Members shall be all of those Owners as defined in Section 1. The Class A Members shall be entitled to one membership interest and one vote for each Dwelling Unit or lot in which they hold the interests required for membership by Section 1.

When any one Dwelling Unit or lot is owned by more than one person, firm, individual, corporation or other legal entity, the voting rights pertaining to such Dwelling unit or lot shall be as prescribed in the Articles or Bylaws.

ARTICLE IV

Common Areas

Section 1. Common Area. Common Areas are those portions of the Committed Property designated as such in this Declaration, a Supplemental Declaration, Property Plan or other written instrument recorded in the Public Records of the City and/or County. Common Areas shall include, but not be limited to, all Surface Water and Stormwater Management Systems located on the Committed Property. The Common Areas shall be only that property designated as such by The Association.

Section 2. Easements. The Association reserves the right for itself and its designees to grant additional easements for use, ingress and egress, governmental services and utilities over, across and under the Common Areas, for the use and benefit of persons designated in such easements, whether or not such persons are Members of The Association.

Section 3. Maintenance. The Association may enter into agreements with other persons or entities, to provide for the maintenance, upkeep and repair of any of the Common Area or any other property which The Association has the obligation to maintain, upkeep and repair under this Declaration.

Section 4. Title in Association. To preserve and enhance the property values and amenities of Lake View, the Common Areas, and any facilities now or hereafter built or installed thereon, The Association shall at all times maintain such facilities in good repair and condition and shall operate same in accordance with high standards. The maintenance and repair of the Common Areas may include, but not be limited to, the repair and maintenance of roadways, landscaped areas, walkways, recreational facilities (if any), streetlights, entrance features or signs. This section shall not be amended to reduce or eliminate the obligation for maintenance or repair of the Common Areas.

The Association shall be responsible for the maintenance thereof in a continuous and satisfactory manner, compliance with any continuing obligation imposed on the owner of any such Common Area by the terms of any permit issued by a governmental agency having jurisdiction over such Common Areas. 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 shall mean the exercise of practices which allow the systems 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 as permitted, or, if modified, as approved by the St. Johns River Water Management District. The Association shall be responsible for the payment of taxes assessed against Common Areas and any improvements and any personal property thereon.

Section 5. Waterbodies, Lakes and Drainage Systems. Certain portions of the Common Area may contain waterbodies, lakes and Surface Water or Storm Water Management Systems (hereafter "Lakes"). With respect to any such Lake which becomes part of the Committed Property:

(a) The boundaries of any Lake shall be subject to accretion, reliction and other minor natural changes.

(b) Swimming in any Lake is prohibited. No motorized boats, rafts or other water craft shall be permitted on a Lake, except for boats used by The Association, their agents, designees or a governmental agency. ANY PERSONS WHO SWIM IN OR OTHERWISE USE A LAKE SHALL DO SO AT THEIR OWN RISK AND SHALL HOLD THE ASSOCIATION HARMLESS FROM ANY CLAIM OR LOSS ARISING THEREFROM.

(c) No fence, wall, gate, hedge, dock, davit or other similar or dissimilar structure shall be constructed on any lot abutting a Lake.

(d) Except as otherwise provided in this Declaration or Supplemental Declaration, The Association shall maintain all Lakes. A nonexclusive easement is hereby reserved in favor of The Association and their designees for ingress, egress, and access to any portion of the Committed Property in order to maintain a Lake. All costs of maintenance of any Lake shall be an Association Operating Expense, unless otherwise provided in this Declaration or in a Supplemental Declaration.

(e) No person, other than The Association, shall withdraw water from any Lake for any purpose.

ARTICLE V

Grant and Reservation of Easements

Section 1. Easement of Enjoyment. Each member and each tenant, agent or invitee of Members shall have a right of easement of enjoyment in and to the Common Areas, and such easement shall be appurtenant to and shall pass with the title of the Dwelling Unit or lot, subject to this Declaration, including the following:

- (a) The right and duty of The Association to levy assessments against each Dwelling Unit or lot for the purpose of maintaining the Common Areas and facilities.
- (b) The right of The Association to adopt and enforce rules and regulations governing the use of the Common Areas and all facilities at any time situated thereon.
- (c) The right of The Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Board of Directors, provided that no such dedication, transfers, or determination as to the purposes or as to the conditions thereof, shall be effective unless seventy-five (75%) percent of the members shall vote in favor thereof at a meeting of the Members called for such purpose, or unless a instrument signed by Members entitled to cast seventy-five (75%) percent of the

eligible votes have been recorded agreeing to such dedication, transfer, purpose or condition and unless written notice of the action is sent to every member at least ninety (90) days in advance of any action taken.

- (d) The right of The Association to grant and reserve easements and rights-of-way in, through, under, over and across the Committed Property for the installation, maintenance, and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television and other utilities, and the right of The Association to grant and reserve easements and rights-of-way in, through, under, over, upon and across the Committed Property for the completion of the Development.

Section 2. Access Easements. The Association does hereby establish and create for the benefit of The Association and for the benefit of any and all Owners of Dwelling Units or lots subject to this Declaration, their tenants, invitees and Institutional Mortgagees, and does hereby give, grant and convey to each of the aforementioned, an easement for right-of-way for ingress and egress by vehicles or on foot, as practicable, in, through, over, under and across the streets, roads, and walks within Common Areas (as they may be built or relocated in the future) for all purposes.

Section 3. Easement for Encroachments on Dwelling Units, Lots or Common Areas.

(a) If any portion of any roadway, walkway, fence, gate, parking area, roof drainage system, roof, trellis, water line, sewer line, utility line, sprinkler system or any other structure as originally constructed encroaches on any Dwelling Unit, lot or Common Area, it shall be deemed that the Owner of such Dwelling Unit, lot or Common Area has granted a perpetual easement to the Owner of the adjoining Dwelling Unit, lot or Common Area or The Association as the case may be, for continuing maintenance and use of such encroaching roadway, walkway, fence, gate, parking area, roof drainage system, roof, trellis, water line, sewer line, utility line, sprinkler system or other structure originally constructed. The foregoing shall also apply to any replacement of any such roadway, walkway, fence, gate, parking area, roof drainage system, roof, trellis, water line, sewer line, utility line, sprinkler system or other structure, if same are constructed in substantial conformance to the original. Other encroachments may hereafter be maintained as provided in a Supplemental Declaration. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of this Declaration.

(b) There shall be an easement for encroachment in favor of The Association and all Owners in the event any Common Area or Dwelling Unit now or hereafter encroaches upon any other Dwelling Unit or lot as a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. The encroaching improvements shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching improvement in favor of the Owners, their designees, mortgagees and The Association. If any portion of any Dwelling Unit encroaches upon the Common Areas as a result of the construction, reconstruction, repair, shifting, settlement or moving of any portion of the Committed Property, a valid easement for the encroachment and for the maintenance of same shall exist so long as the encroachment exists.

Section 4. Utility Easement. Subject to The Association's prior written approval, The Association, at its discretion, may grant to the Owner of each Dwelling Unit and lot a non-exclusive perpetual easement on, over, under and across the Common Area and Committed Property for the installation, maintenance, operation, repair and replacement of utility lines, including water and sanitary sewer lateral pipes servicing the Dwelling Unit, together with wires, pipes, conduits, cable television lines, telephone lines and equipment and drainage lines.

Section 5. Reservation of Easement by The Association.

(a) Easements for Development and Sales.

(1) The Association reserves the easements, licenses, rights and privileges of a right-of-way in, through, over, under and across the Committed property, including all Dwelling Units and lots, for the purpose of constructing adjacent properties and completing its work in developing and providing for the development of the Committed Property; and, toward this end, reserves the right to grant and reserve easements and rights-of-way, through, under, over and across the Committed Property, for the installation, maintenance and inspection of lines and appurtenances for public or private water, sewer, drainage, cable television, electric and other utilities and for any other materials or services necessary for the completion of such work.

(2) The Association also reserves the right to connect with and make use of the utility lines, wires, pipes, conduits, cable television, sewers, and drainage lines which may from time to time be in or along the streets and roads or other areas of the Common Areas.

(3) Easements are hereby reserved to the The Association for the installation, construction, reconstruction, maintenance, operation and inspection of any and all services and utilities, including, but not limited to cable television, cablevision, sidewalks drainage or waterways, which easements shall be confined to a 5 foot width along the interior boundaries of the rear property lot line, side property line and front property line to every lot.

ARTICLE VI
Maintenance

Section 1. Maintenance of Common Areas. The Association shall at all times maintain in good repair, operate, manage, insure and replace as often as necessary, any and all improvements situated on the Common Areas, including but not limited to, any courtyards, fences, gates, recreational facilities, lawns, landscaping, sprinkler systems, paving, drainage structures, street lighting fixtures and appurtenances, sidewalks and other structures, and utilities, all of such work to be done as ordered by the Board of Directors of The Association acting on a majority vote of the Board members.

Section 2. Dwelling Unit Maintenance. The Owner is responsible to maintain and repair all portions of the Dwelling Unit, including but not limited to, the exterior of the Dwelling Unit, any landscaping, utility lines, paving and any other improvements located on

the lot on which the Dwelling Unit is located. Owners shall be responsible for the maintenance, repair and replacement, if applicable, of water and sanitary sewer lateral pipes servicing their Dwelling Units, which laterals extend from the applicable water and sewer main to the Dwelling Units, notwithstanding that a portion of such lateral may be located within the Common Area. Notwithstanding the provisions of Section 1 of this Article, each Owner of a Dwelling Unit shall be responsible to mow and provide routine maintenance to any portion of the right of way between the Dwelling Unit's Property Line and the edge of pavement of the right of way, whether such area be described as Common Area or a portion of the public right of way.

Section 3. Assessments. All maintenance performed by The Association pursuant to Section 1 above and all expenses hereunder shall be paid for by The Association as Operating Expenses through assessments imposed by the Board of Directors in accordance with Article VII. Such assessments shall be against all Dwelling Units and lots equally for Operating Expenses attributable to The Association's maintenance of Common Areas. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas.

Assessments shall include payment for insurance and taxes on the Common Area. The cost and expense of The Association provided maintenance shall be funded by an Association assessment against all Owners, as the case may be, and shall be paid by The Association notwithstanding that title to a Common Area may be vested in The Association.

Section 4. Disrepair of Dwelling Units. If the Owner of any Dwelling Unit shall fail to maintain the exterior of his Dwelling Unit, and the improvements situated thereon, as required by any provision of this Declaration, in a manner reasonably satisfactory to the Board of Directors of The Association or any committee established by such Board, except for such areas as The Association is required to maintain, upon direction of the Board of Directors, The Association shall have the right, through its agents and employees, to enter upon the Dwelling Unit to maintain and restore the improvements making up such Dwelling Unit. The cost of any maintenance supplied by The Association pursuant to this Section shall be added to and become part of the assessment to which such Dwelling Unit is subject.

Section 5. Access at Reasonable Hours. For the purpose solely of performing the maintenance required by this Article, The Association, through its duly authorized agents and employees, shall have the right without notice to enter upon the property of the Owner. Except in the case of an emergency, such entry shall be at reasonable hours on any day except Sunday and legal holidays.

Section 6. Management. The Association, through the action of its Board of Directors, shall have the right to employ a manager or management firm which employment may either be on the basis of an employee of The Association or as an independent contractor.

ARTICLE VII
Covenant for Maintenance Assessments

Section 1. Creation of the Lien and Personal Obligation of the Assessments. Each Owner of any Dwelling Unit or lot by acceptance of a deed therefore or instrument of conveyance, whether or not it shall be so expressed in such deed or other instrument of conveyance, including any purchaser at a judicial sale, or by the acquisition of title in any other manner, shall be deemed to covenant and agree to pay to The Association annual assessments or charges for the maintenance and expenses, Common Areas, as provided in this Declaration including such reasonable reserves as The Association may deem necessary, special assessments as provided in this Article, and assessments for maintenance as provided herein. Assessments for Operating Expenses shall be fixed, established and collected from time to time as herein provided. The annual, special and other assessments, together with such interest and costs of collection as hereinafter provided, shall, upon the recordation of a claim of lien, be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest and costs of collection, shall also be the personal obligation of the person who is the Owner of such property at the time when the assessment became due. All assessments by The Association for Operating Expenses shall be assessed against all Dwelling Units and lots equally. No owner may waive or otherwise escape liability for the assessments provided herein by non-use or abandonment. Furthermore, the obligation of The Association and the Owners for assessments and the obligation for maintenance shall commence upon conveyance of the Dwelling Unit or lot.

Section 2. Purpose of Assessments. The assessments levied by The Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Owners in Lake View and, in particular, for the improvement and maintenance of properties, services and facilities devoted to this purpose and related to the use and enjoyment of the appropriate portion of the Common Areas and of the Dwelling units and lots situated upon the Committed Property, including, without limiting the foregoing, the payment of taxes (if any), insurance, repair, replacement, maintenance, additions, and the cost of labor, equipment, materials, utilities, services, management and supervision, as well as any other costs set forth in this Declaration for which The Association is responsible.

Section 3. Budget and Commencement of Payment.

(a) The Association's Board of Directors shall, from time to time, but at least annually, fix and determine a budget representing the sum or sums necessary and adequate for the continued operation of The Association. The Board shall determine the total amount of Operating Expenses, including the operational items such as insurance, repairs, replacements, reserves, maintenance and other expenses, as well as charges to cover any deficits from prior years and capital improvements and reserves approved by the Board. The total annual assessments and any supplemental assessments shall be shared by all owners of Dwelling Units and lots based upon the formula and terms and provisions set forth herein and in the Articles and Bylaws.

(b) Each Owner of a Dwelling Unit or lots shall commence paying his share of The Association assessments on the day title to the Dwelling Unit is conveyed by deed from The Association or a Member to the grantee thereof. Subject to the provisions of Section 4 immediately below (which provisions are only applicable during any guarantee period or any extension thereof), the assessment for Operating Expenses for each Dwelling Unit and lots shall be the dividend arrived at by dividing the total anticipated Operating Expenses reflected by the budget, other than those Operating Expenses which are properly the subject of a special assessment, by the total number of all Dwelling Units and lots on the Committed Property as of the date the budget was adopted. The total number of Dwelling Units and lots responsible for payment of Operating Expenses may be adjusted from time to time in accordance with this Declaration. All questions regarding the number of Dwelling Units and lots subject to assessments shall be determined by the The Association.

Section 4. Due Dates: Duties of the Board of Directors. All assessments shall be payable monthly, in advance, on the first day of the calendar month, or on such other basis as is ordered by the Board of Directors. The Board of Directors of The Association shall fix the date of commencement and the amount of the assessment against each Dwelling Unit and lot and shall prepare a roster of the Dwelling Units and lots and assessments applicable, which shall be kept in the office of The Association and shall be open to inspection by any Member. Upon the written request of a Member or his Institutional Mortgagee, the Board shall promptly furnish such Member or his Institutional Mortgagee with a written statement of the unpaid charges due from such Member.

Section 5. Effect of Non-Payment of Assessment: The Personal Obligation of the Member; The Lien; Remedies of The Association. If an assessment is not paid on the date when due, then at the option of the Board, such assessment, together with the balance of the annual assessment established by the Board, shall become delinquent and shall, together with such interest thereon, late charges and the cost of collection thereof, including reasonable attorneys' fees and court costs, thereupon become a continuing lien on the Member's Dwelling Unit or lot which shall bind such property in the hands of the Member, his heirs, devisees, personal representatives and assigns. Such lien shall be prior to all other liens except; (a) tax or assessment liens of the taxing division of any governmental authority, including but not limited to, state, city, county and school district taxing agencies; and (b) all sums unpaid on any bona fide first mortgage held by an Institutional Mortgagee of record encumbering the Dwelling Unit or lot. The personal obligation of the Member who was the Owner of the Dwelling Unit or lot when the assessment fell due, to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them, although the lien shall continue to encumber the Dwelling Unit or lot.

If the assessment is not paid within ten (10) days after the due date, the assessment may bear interest from the due date at the maximum permissible rate in the State of Florida. A late charge of up to \$25.00 per month may also be assessed by the Board and The Association through its Board. The Board may bring an action at law against the Member or former Member personally obligated to pay the same or it may bring an action to foreclose the lien against the Dwelling Unit or lot. There shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and

reasonable attorneys' fees to be fixed by the court, together with the cost of the action and the aforesaid late charge.

Section 6. Selling or Leasing of Dwelling Units, Etc.

(a) No Member shall convey, mortgage, pledge, hypothecate, sell or lease his Dwelling Unit or lot unless and until all unpaid assessments assessed against such Dwelling Unit or lot shall have been paid as directed by the Board of Directors; such unpaid assessments, however, may be paid out of the proceeds from the sale of the Dwelling Unit or lot or by the purchaser of such Dwelling Unit or lot. Any sale or lease of the Dwelling Unit or lot in violation of this section shall be voidable at the election of the Board of Directors.

(b) Upon the written request of a Member or his Institutional Mortgagee, the Board or its designee shall furnish a written statement of the unpaid charges due from such Member which shall be conclusive evidence of the payment of amounts assessed prior to the date of the statement but unlisted thereon. A reasonable charge may be made by the Board for issuance of such statements.

(c) The provisions of this section shall not apply to the acquisition of a Dwelling Unit or lot by an Institutional Mortgagee who shall acquire title to such by foreclosure or by deed in lieu of foreclosure. In such event the unpaid assessments against the Dwelling Unit which were assessed for Operating Expenses and became due prior to the acquisition of title by such Institutional Mortgagee shall be due and payable to The Association, as well as any assessments accrued thereafter.

(d) Whenever the term Dwelling Unit or lot is referred to in this section, it shall include the Member's interest in The Association and the Member's interest in any property acquired by The Association. Any Member may convey or transfer his Dwelling Unit or lot by gift during his lifetime or devise the same by will or pass the same by intestacy.

Section 7. Subordination of Lien. The lien for assessments provided for in this Article shall be superior to all other liens, except tax liens and mortgage liens in favor of Institutional Mortgagees.

Section 8. Capital Improvements. Funds necessary for capital improvements, emergencies or non-recurring expenses may be levied by such Association as special assessments, upon approval of a majority of the Board of Directors of such Association. If the amount of such special assessment is estimated to exceed the sum of \$4,000.00, the assessment must be approved by two-thirds (2/3) favorable vote of the Members of such Association voting at a meeting or by ballot as may be provided in the Bylaws of such Association.

Section 9. Certificate of Assessment. The Association shall furnish to any Owner liable for an assessment a certificate in writing signed by an officer of The Association, setting forth whether such assessment has been paid as to any particular Dwelling Unit or lot. Such certificate shall be conclusive evidence of payment of any assessment to The Association therein stated to have been paid.

ARTICLE VIII
Insurance

Section 1. Common Areas.

(a) **General Liability.** The Association, by action of its Board of Directors, shall maintain public liability insurance, to the extent obtainable, covering The Association and each Association Member, lessee and occupant and the managing agent, if any, against liability for any negligent act of commission or omission attributable to them which occurs on or in the Common Areas.

(b) **Additional Insurance.** To the extent obtainable, the Board of Directors may also obtain the following insurance:

(i) Property damage insurance, including vandalism and malicious mischief endorsements, insuring the Common Areas; and,

(ii) worker's compensation insurance, if required by law; and,

(iii) Directors' and Officers' liability insurance, fidelity insurance and other insurance it may deem proper to protect The Association, its members and property; and,

(iv) Such other insurance as the Board may, in its discretion, deem advisable.

(c) **Assured and Loss Payable.** All casualty insurance policies purchased by The Association hereunder shall be for the benefit of The Association and all Owners and their mortgagees as their interests may appear and shall provide that all proceeds covering casualty losses of \$10,000.00 or less shall be paid to The Association. Any sum in excess of \$10,000.00 shall be paid either to The Association or to an insurance trustee as The Association shall determine at the time. An "Insurance Trustee" shall be any bank or trust company or other corporate trustee authorized for and doing business in Florida, as designated by the Board of Directors of The Association. The duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust pursuant to the terms of the insurance trust agreement to be executed by The Association and the Insurance Trustee, which shall not be inconsistent with any of the provisions herein set forth.

(d) **Payment of Premiums.** The Board of Directors shall collect and pay the premiums for insurance as a part of the Operating Expenses. Expenses of any Insurance Trustee appointed shall be paid by means of special assessment by the Board.

(e) **Mandatory Repair:** Unless there occurs substantial damage or destruction to all or a substantial part of a Common Area facilities, The Association and the Owners shall use insurance proceeds to repair, replace and rebuild the damage caused by casualty loss. Related costs and expenses not covered by insurance shall be borne by the Owners in a fair and equal manner.

(f) Association as Agent. The Association is hereby irrevocably appointed agent for each Owner to adjust all claims arising under insurance policies purchased by The Association and to execute releases thereof.

Section 2. Dwelling Units.

(a) Owner's Insurance Coverage. Each Owner shall be required to obtain and maintain adequate insurance on his Dwelling Unit against loss by fire, storm or other hazards or casualty. Each Owner shall also be responsible for purchasing of liability insurance for accidents occurring on his or her Dwelling Unit. The Association shall have no obligation to obtain or carry insurance coverage for any Dwelling Unit or insure against any risk relating to a Dwelling Unit.

(b) Repair or Replacement of Damaged or Destroyed Property. Each Owner shall be required to reconstruct or repair any Dwelling Unit destroyed by fire or other casualty according to the plans and specifications for the original Dwelling Unit. Any changes from the original plans and specifications must be approved by the Committee prior to start of reconstruction or repair. Such reconstruction or repair shall be commenced within thirty (30) days of the casualty and diligently continued until the reconstruction or repair is completed. If the Owner elects not to repair or reconstruct the Dwelling unit, the damaged structure (including any slab or foundation and any driveway, walkway or similar improvement) shall be cleared from the property within thirty (30) days of the casualty and the property shall be sodded and maintained by the owner in a neat and attractive condition acceptable to The Association. In no event shall the Owner's failure to rebuild or repair a Dwelling Unit result in any abatement of the assessments due to The Association for that Dwelling Unit.

(c) Association Action – Repair or Demolition of Damaged or Destroyed Dwelling Unit. If no repair or reconstruction has been contracted for or otherwise substantially started by the Owner of a damaged Dwelling Unit within thirty (30) days after a written notice from the Board of Directors that such repair or demolition is required, the Board of Directors of The Association is hereby irrevocably authorized by such Owner, in the discretion of the Board of Directors to initiate the repair or rebuilding of the damaged or destroyed portions of the structure and/or exterior of the Dwelling Unit or to remove the damaged Dwelling Unit if the Board determines that demolition is more practical due to the extent of the damage. The Board of Directors of The Association may advertise for sealed bids from any licensed contractors and may then negotiate with said contractors. The contract or contractors selected to perform the work shall provide full performance and payment bonds for such repair or rebuilding, unless such requirement is waived by the Board of Directors of The Association. The Board of Directors of The Association shall levy a special assessment against the Owner in whatever amount is required to reimburse The Association for the costs of such repair or demolition, which costs shall include a reasonable administrative fee for The Association. Notwithstanding anything to the contrary in this Article, The Association, its Directors or officers, shall not be liable to any person for failure to make any repair to or for the demolition and removal of a damaged Dwelling Unit.

ARTICLE IX
The Association

The Association shall have all statutory and common law powers of a Florida corporation not for profit, to the extent they do not conflict with all powers provided in its Articles and Bylaws and all powers granted in this Declaration.

ARTICLE X
Building and Use Covenants

Section 1. Land Use. The use of a Dwelling Unit, lot or Common Areas by a Member or other occupant shall be subject to the rules, regulations and provisions of this Declaration, the Articles and Bylaws and the Rules and Regulations of the Board of Directors. A Dwelling unit shall be used only for residential purposes for immediate members of a single family and their guests and invitees.

Section 2. Building Type. No building shall be erected, placed or permitted to remain on any lot other than the Dwelling Unit of the type originally constructed; including but not limited to sheds and other accessory structures. All building exteriors shall be completed within six (6) months from commencement of construction or issuance of a building permit, whichever comes first.

Section 3. Architectural Control. (a) No building, wall, fence, decking, paving, swimming pool, storage shed, green house, door screening or other structure or improvement of any nature other than such structures originally constructed shall be erected, placed, modified, altered or permitted to remain on any Dwelling Unit, lot or Common Area unless the construction plans and specifications and a plan showing the kind, shape, materials, colors and location of the structure, exterior elevations, and landscaping, as may be required by the Architectural Review Committee have been approved in writing by the Architectural Review Committee. All other buildings, walls, fences, or other structures or improvements of any nature, together with the landscaping, shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved by the Architectural Review Committee. Refusal of approval of plans, specifications and plot plan, or any of them, may be based on any ground, including purely aesthetic grounds, which, in the sole discretion of said Architectural Review Committee seems sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvements, and any change in the appearance of the landscaping shall be deemed an alteration requiring approval. The Architectural Review Committee may promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. These rules and regulations may include a general set of design guidelines for all or a portion of the Committed Property. The Committee may set and collect fees for review of submissions and no submission may be deemed approved until the applicable fee has been paid.

(b) The Architectural Review Committee shall review the proposed submission as to the submission's conformance to any design guidelines adopted by the Committee for that area of the Committed Property, the type and quality of materials, harmony of the exterior design and location of the building or structure with existing buildings

or structures, location of the building or structure with respect to topography, trees, vegetation and the finished grade elevation and floor slab, exterior color(s) of any building or structure and any other relevant considerations. Upon completion of the proposed improvements, an "as-built" survey showing the finished floor and grade elevation and location of all improvements shall be filed with The Association and with the Architectural Review Committee.

(c) The Architectural Review Committee shall be composed of not less than three (3) nor more than seven (7) persons. The members of the Committee shall be appointed by The Association, its designees, successors or assigns. The membership, rules of procedure and duties of the Committee shall be prescribed by and, from time to time, changed or modified by The Association.

(d) If the Architectural Review Committee shall disapprove, in whole or in part, any submission required herein, the Committee shall notify the person, firm or entity making the submission of the reasons for such disapproval. If the Architectural Review Committee fails or refuses to approve or disapprove a submission containing all the requirements as set forth herein within twenty-one (21) days after submission is received by the Committee, it shall then be presumed that the submission has been approved by the Architectural Review Committee.

(e) Prior to the commencement of any construction of a Dwelling Unit or alteration thereof utilizing heavy equipment (to be determined by the ARC), the Owner of such Dwelling Unit or lot shall deposit \$1,500.00 with the Architectural Review Committee to be held in a non-interest bearing account (construction deposit).

(f) The construction deposit may be used to offset any costs incurred by The Association or the Architectural Review Committee in order to:

- (i) Repair damage to any property within Lake View caused by the Owner's builder or builder's subcontractors, suppliers and representatives during construction;
- (ii) Pay for the costs of any cleanup of the site and adjacent property not performed by the builder;
- (iii) Bring the homesite and any structures thereon into compliance with the requirements of this Declaration; and
- (iv) Recover legal fees and other costs incurred by The Association or Architectural Review Committee in order to enforce Owner's compliance with this Declaration.

(g) The Owner must replace any funds withdrawn from the construction deposit within seven (7) day notification of the withdrawal by The Association or Architectural Review Committee.

(h) The construction deposit shall not be deemed to be the sole fund for recovery if the expenses exceed the construction deposit.

Section 4. Regulations. Regulations promulgated by the Board concerning the use of Lake View shall be observed by the members and their family, invitees, guests and tenants.

Section 5. Dwelling Unit Location. Dwelling Units shall be located in conformance with this Declaration, the applicable ordinances of Flagler County and/or City of Palm Coast, and any specific approvals thereunder.

Section 6. Damage to Dwelling Units. If a Dwelling Unit is damaged, through Act of God or other casualty, then Owner shall promptly cause the Dwelling Unit to be repaired and rebuilt substantially in accordance with the original architectural plans and specifications, unless other plans and specifications are approved, in writing, by the Architectural Review Committee.

Section 7. Temporary and Accessory Structures. No accessory building or structure of a temporary character, trailer, or tent shall be permitted on any Dwelling Unit or Common Areas at any time or used on any Dwelling Unit as living quarters or for storage at any time, either temporarily or permanently, except as permitted by the Architectural Review Committee. No gas tank, gas container or gas cylinder serving a Dwelling Unit shall be permitted to be placed above ground, on or about the outside of any Dwelling Unit, unless approved in writing by the Architectural Review Committee and enclosed on all sides by an approved decorative-type screen or proper landscaping to hide the item from view of the road or another dwelling unit.

Section 8. Signs. Effective June 1, 2003, a single "for sale" sign of nine by twelve inches, and an optional "agent's name" sign, two and one-half by twelve inches, per Design set forth on Exhibit E, attached hereto and made a part hereof, has been adopted by the Association, and may be displayed on a Dwelling Unit during any period when the Dwelling Unit is being offered for sale. The Architectural Review Committee shall have the right to enforce this uniform standard as to the appearance and method of display of such "for sale" signs. No other sign, advertisement, or poster of any kind (other than signs directly related to the sale of property and for no longer than 12 hours, such as Open House signs) shall be erected or displayed to the public view on the Committed Property without the prior written approval of the Architectural Review Committee as to size, color, content, material, height, and location.

Section 9. Pets, Livestock and Poultry. No animals, livestock or poultry of any kind or size shall be raised, bred or kept on any Dwelling Unit, except that dogs, cats or other household pets may be kept as authorized by the Board of Directors of The Association. However, the number of said pets shall not exceed two (2) for any Dwelling Unit, provided that they are not kept, bred or maintained for any commercial purpose and provided that they do not become a nuisance or annoyance to any neighbor. No dogs or other pets shall be permitted to have excretions on any Dwelling Unit, Common Areas or anywhere else within the Committed Property, except in locations designated by The Association.

Section 10. Nuisances. No noxious or offensive activity shall be carried on upon any Dwelling unit or lot, nor shall anything be done thereon which is or may become an annoyance or nuisance to the neighborhood.

Section 11. Antenna. No television, radio, electronic or other type antenna or satellite dish may be erected on the Committed Property or attached to the exterior of any Dwelling Unit thereon. Notwithstanding the above, antennas in compliance with FCC Rule 47 C.F.R. Section 1.4000 shall be permitted on the property with the prior written approval of the Architectural Review Committee as to placement preference.

Section 12. Exterior Appearances and Maintenance of Landscaping. The paint, coating, stain, roof color and material and other exterior finishing colors on all Dwelling Units may be maintained as that originally installed, without prior approval of the Architectural Review Committee. Prior approval by the Architectural Review Committee shall be necessary before any such exterior finish color is changed. Furthermore, prior approval shall be required if an Owner wishes to paint, varnish stain or make any application to exterior trellises or wood treatment, if any. The landscaping, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations shall be maintained as originally installed, unless prior approval for any substantial change is obtained from the Architectural Review Committee. Neither aluminum foil, paper, nor anything which the Architectural Review Committee deems objectionable may be placed on windows or glass doors. All items such as lawn furniture, grills, outdoor play structures or any similar item used on any lot or Dwelling Unit must be stored within the Dwelling Unit (including any porch attached to the Dwelling Unit) when not in use or, if left outside of a Dwelling Unit, in a location where the item is visible from any other Dwelling Unit, roadway or portion of Common Area for a period of more than twenty four (24) hours must be approved by the Committee.

All Dwelling Units shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist.

Section 13. Existing Trees. Neither The Association nor an Owner or other person, without the prior written consent of the Architectural Review Committee, shall remove any live tree with a trunk of two (2) inches or more in diameter (as measured one (1) foot from ground level) from any portion of the Committed Property. If said trees are removed without the prior consent, the Owner or The Association, as appropriate, may be required by the Committee to replace same with trees of comparable size.

Section 14. Landscaping Plan.

- (a) Concurrent with the submission of plans and specifications to the Architectural Review Committee in accordance with Section 3 of Article X above, the Owner shall submit to the Architectural Review Committee for its review and approval a landscaping plan designed by a registered Landscape Architect.
- (b) Minimum landscaping requirements shall be provided by the Architectural Review Committee upon request.

- (c) Existing trees intended to be removed in accordance with Section 13 above must be shown on the landscape plan.
- (d) All lots shall be fully sodded upon completion of the Dwelling Unit.

Section 15. Grades and Elevations. To preserve and maintain proper drainage in Lake View, no changes in grades or elevations of any portion of a Dwelling Unit or lot (including the swale areas) or Common Area shall be made without the prior written approval of the Architectural Review Committee. Final floor elevations and all other applicable grades must be shown on the site plan and approved by the Committee prior to construction.

Section 16. Drainage System, Swales. The Association shall maintain any drainage system within the Common Areas of the Committed Property. Owners must maintain the swales located on an Owner's Lot, unless the maintenance of these swales is assigned to The Association by a Supplemental Declaration. Standards for the location, width, depth and invert grades of culverts shall be as set forth in the set of "as-built" drawings for the drainage system within the Committed Property which set for the location of invert grade, width and depth of the drainage system, including swales. Nothing shall be constructed, maintained, altered or permitted to exist on any portion of the Committed Property if it obstructs or could obstruct the flow of surface drainage or any other function of the drainage system.

Section 17. Fertilizers, Pesticides. Only biodegradable fertilizers and EPA/DER approved pesticides and fungicides may be used anywhere in Lake View.

Section 18. Commercial Vehicles, Trucks, Trailers, Campers and Boats. No trucks or commercial vehicles, campers, recreational vehicles, mobile homes, motor-homes, boats, house trailers, boat trailers or trailers of every other description shall be permitted to be parked or to be stored for more than 24 hours at any place on any Common Area or any lot in the Committed Property; except only during the periods of approved construction of a Dwelling Unit, or if parked in an area designated by The Association for such purpose or parked in a fully enclosed garage with the garage door fully closed. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other commercial services. Private passenger vehicles may be parked on the paved portion of a Dwelling Unit. For the purposes of this section, a private passenger vehicle shall be deemed to mean an automobile, pick-up truck or van of one ton or less capacity which does not display any lettering or sign relating to a commercial activity or business and which is operable and currently licensed for operation on the public roads. No person shall park any vehicle so as to obstruct any resident's use of ingress or egress to any Dwelling Unit or Common Area or park any vehicle on any unpaved portion of any Dwelling Unit or Common Area, except as expressly permitted by The Association.

Section 19. Sales and Rentals. No Dwelling Unit or lot may be sold, rented, leased or sublet without express written notice to the Board of Directors of The Association. This provision is for the purpose of making certain that subsequent owners and renters understand the rights and obligations of Members of The Association, including, but not necessarily limited to, the Declaration and Rules and Regulations. In addition, the Board of Directors may authorize the use of a registration form to be completed by prospective purchasers or renters.

No Dwelling Unit may be rented, leased or sublet for a term of less than thirty (30) days nor more than once in any two (2) year period. - *See Amendment*

Section 20. Walls/Fences

- (a) No fence, wall, gate, hedge, or other structure shall be erected or maintained on any lot except as approved in writing by the Architectural Review Committee as provided herein.
- (b) No fence over five (5) feet in height shall be erected on any lot.
- (c) Notwithstanding the preceding paragraph, no fence, wall, gate, hedge or other structure shall be erected on lots 1-36 inclusive of the Committed Property.
- (d) The only fence approved by the ARC for Lake View must be white, constructed of Poly Vinyl, and have pickets .875" x 3". There shall be spaces between pickets of .70". The fence shall have a top, mid, and bottom rail 1.75" x 3/50" with 4" x 4" posts, 72" on center.

Section 21. Garbage and Trash Disposal. No garbage, refuse, trash, rubbish, grass, or shrubbery clippings shall be deposited on any place on any Common Area or any lot in the Committed Property except in areas designated by The Association for such purpose and except at the end of the driveway in appropriate closed containers or bundles not before 6:00 p.m. the night before regular trash pick up. The empty containers shall be removed by 8:00 p.m. on the day of pick up. All equipment for storage or disposal of such material shall be kept in a clean and sanitary condition and shall be kept hidden from view by plantings or decorative fencing.

Section 22. Outdoor Drying and Laundry. No clothing, laundry or wash shall be aired or dried on any portion of any Common Area or the front yard or side yards of any Dwelling Unit. Clotheslines are permitted in the rear yards of Dwelling Units so long as the clothesline is screened from view from other Dwelling Units, roadways and Common Areas. The Association may adopt rules or regulations pertaining to the screening necessary under this section. No clothing, laundry, garments, rugs, etc., shall be hung from windows or doorways of Dwelling Units.

Section 23. Swimming Pools and Screen Enclosures.

- (a) All pools must be enclosed by a screened-in structure.
- (b) All screen enclosures, pools, deck areas, patios, hot tubs, Jacuzzis, and sun decks, must be approved in writing by the Architectural Review Committee.
- (c) Above ground pools are not permitted.

Section 24. Lawful Conduct. No immoral, improper, offensive or unlawful use shall be made of any Dwelling Unit or other improvements. All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be strictly observed.

Section 25. Risks. No Owner shall permit or suffer anything to be done or kept in his Dwelling Unit which will increase the rate of insurance as to other Owners or as to their Dwelling Units or to The Association as to the Common Areas.

Section 26. Parking Spaces. Each owner shall have the exclusive right to use the paved portions of the Owner's Dwelling Unit for parking and shall not park on any unpaved areas.

Section 27. Basketball Boards. Basketball nets and backboards must be approved by the Architectural Review Committee prior to installation.

Section 28. Skateboard Ramps. Skateboard ramps are prohibited on any Dwelling Unit or Common Area.

Section 29. Flagpoles. All flagpole structures and their locations must be submitted in writing and approved in writing by the Architectural Review Committee prior to construction and/or installation of same.

Section 30. Decorative Items. The use of decorative items, including, but not limited to, statues, gates, rocks, planters, bird baths and other ornamental accessories must be submitted to the Architectural Review Committee for review and approval prior to use, installation or construction.

Section 31. Mailboxes. All mailboxes shall be of the standardized type designated by the Architectural Review Committee as to style, location, material, color, height and type of post mounting.

Section 32. Lighting. All exterior lighting, including, but not limited to, walkway, driveway or accent must be approved by the Architectural Review Committee prior to construction or installation.

Section 33. Businesses. No trade, business, professional office, or any other type of commercial activity shall be conducted on any portion of the Committed Property or in any Dwelling Unit.

Section 34. Wells, Mining, Drilling and Excavation. No wells, mining, drilling or excavation of any type, except for such excavation as may be necessary for construction of Dwelling Units and Common Areas shall be permitted on any portion of the Committed Property, except that a well may be drilled on each lot for irrigation purposes only. No Owner of any Dwelling Unit shall draw water from any water body on or adjacent to the Committed Property for irrigation or any other purpose.

Section 35. Fascia Boards and Exterior Appearances. Fascia boards on any roof line of any structure shall be a minimum of six (6") inches in width. All exterior Dwelling Units must be built with a minimum of five (5) corners protruding no less than two (2) feet from the front of the structure.

Section 36. Air Conditioners. All air conditioning units or compressors shall be shielded from public view by plantings or decorative fencing.

Section 37. Water Conserving Fixtures. Only water conserving fixtures designed to meet city, county or state standards shall be installed in any Dwelling Unit.

Section 38. Set Backs. For all lots, no part of any Dwelling Unit, except as otherwise allowed by the Architectural Review Committee shall be located nearer than twenty five (25) feet to the front lot line (a front line shall mean that front set back line facing the front of any Dwelling Unit) ten (10) feet to the side lot and twenty (20) feet from the rear lot line except that the roof line overhand of the primary residential Dwelling Unit may be constructed or extended to within five (5) feet of the side lot line. The set back for the lot line bordering the Lake shall be a minimum of (30) feet.

Section 39. Minimum Living Area. The minimum living area of a Dwelling Unit, exclusive of open porches, screened-in-patios and garages shall not be less than two thousand (2,000) square feet. The method of determining the square foot area of proposed buildings and structures or additions and enlargements thereto shall be to multiply the outside horizontal dimensions of the building or structure of each floor level. Garages, roofed-screen porches and the like shall not be taken into account in calculating the minimum square foot areas as required by this Declaration.

Section 40. Minimum Roof Requirements. The roofs on all Dwelling Units shall be a minimum pitch of 7/12 and shall be covered by twenty five (25) year architectural style asphalt shingles.

Section 41. Garages. All Dwelling Units shall have attached thereto an enclosed garage with the capability of storing a minimum of two (2) full size passenger vehicles.

Section 42. Sidewalks. During construction and prior to the issuance of the certificate of occupancy, the Owner will have the responsibility to construct a sidewalk from side lot line to side lot line and in accordance with the specifications of The Association.

Section 43. Yard/Garage Sales. Homeowners may hold a yard sale twice a year, limited to the first weekend (Friday and/or Saturday) of April and October, between the hours of 8 am and 4 pm. In addition, any owner whose dwelling is listed "For Sale" may hold a yard sale one additional time on any Friday and/or Saturday prior to vacating the dwelling unit.

Section 44. Violations. In the event of a violation of this Declaration or any rule promulgated by the Board of Directors of The Association, The Association may, as an additional remedy, provide written notice of the violation to the Owner of record, and if said violation shall continue for a period of seven (7) days from the date of the written notice, the Owner may be assessed an amount up to \$5.00 per day, per violation. This assessment shall be considered in the same manner as hereinbefore provided for regular assessments and those sections providing for the recording of the assessment lien, enforcement and collection shall also apply.

ARTICLE XI
General Provisions

Section 1. Beneficiaries of Easements, Rights and Privileges. The easements, licenses, rights and privileges established, created and granted by this Declaration shall be for the benefit of and restricted solely to The Association, its assigns, the Owners and to any other party to whom The Association is entitled to grant such easements, licenses, rights and privileges under this Declaration; and any Owner may also grant the benefit of such easement, license, right or privilege to his tenants and guests and their immediate families for the duration of their tenancies or visits, subject, in the case of the Common Areas, to the Rules and Regulations of The Association; but, the same is not intended nor shall it be construed as creating any rights in or for the benefit of the general public.

Section 2. Duration. The covenants and restrictions of this Declaration shall run with and bind the land that has been made a part of The Association and shall inure to the benefit of and be enforceable by The Association or the Owner of any land subject to this Declaration and their respective legal representatives, heirs, successors and assigns for a term of ninety-nine (99) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each, unless an instrument signed by the then Owners of two-thirds (2/3) of the Dwelling Units has been recorded, agreeing to change said covenants and restrictions in whole or in part.

Section 3. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of The Association at the time of such mailing.

Section 4. Enforcement. Enforcement of these covenants and restrictions shall be by The Association or any Owner by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by The Association, any Owner or other party to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Those covenants pertaining to matters requiring approval of the Architectural Review Committee may also be enforced by the Committee. Any provision of this Declaration relating to the maintenance, operation or repair of the surface water or stormwater management system may be enforced by the St. Johns River Water Management District. The prevailing party in any proceeding at law or in equity provided for in this Section shall be entitled to recover in said suit the cost of the action, including reasonable attorneys' fees as fixed by the court, including attorneys' fees in connection with appeal of any action.

Section 5. Disposition of Assets Upon Dissolution of Association. Upon dissolution of The Association, its real and personal assets, including the Common Areas, shall be dedicated to an appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by The Association. In the case of any surface water or stormwater management system which is maintained by The Association, the responsibility for the operation and maintenance of the surface water or

stormwater management system must be transferred to and accepted by an entity which would comply with § 40C-42.027, Florida Administrative Code and be approved by the St. Johns River Water Management District prior to any termination, dissolution or liquidation of The Association. If such dedication is refused acceptance, which refusal in the case of the City or County shall be by formal Resolution of the Board of City or County Commissioners, such assets shall be granted, conveyed and assigned to any corporation not for profit, association, trust or other organization to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by The Association. No such disposition of The Association properties shall be effective to divest or diminish any right or title to any Member vested in him under the licenses, covenants and easements of this Declaration, or under any subsequently recorded covenants and deeds applicable to Lake View, unless made in accordance with the provisions of this Declaration or said covenants restrictions and deeds.

Section 6. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order or otherwise shall in no way affect any other provisions which shall remain in full force and effect.

Section 7. Amendment. Excepting Supplemental Declarations and in addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed, added to or deleted at any time and from time to time upon the execution and recordation of any instrument executed by Owners holding not less than two-thirds (2/3) vote of the membership in The Association or by an instrument signed by the President and Secretary of The Association attesting that such instrument was approved by Members entitled to vote two-thirds (2/3) of the votes of The Association at a meeting of the Members called for such purpose. Any amendment must be properly recorded in the Public Records of the City and/or County to be effective.

Any amendment to this Declaration which alters any surface water or stormwater management system, beyond the maintenance in its original condition, including the water management portions of the Common Areas, must have the prior written approval of the St. Johns River Water Management District.

Section 8. Administration. The administration of The Association shall be in accordance with the provisions of this Declaration and the Articles of Incorporation and Bylaws which are made a part of this Declaration.

Section 9. Conflict. In case of any conflict between the Articles and Bylaws, the Articles shall control. In case of any conflict between the Articles, Bylaws and this Declaration, this Declaration shall control.

Section 10. Effective Date. This Declaration shall become effective upon its recordation in the Official Records Book of the County and/or City.

Section 11. Community Benefit Program. In addition to any other assessment provided for herein, the Owner of a Lot or Dwelling Unit in Lake View is hereby made liable to the Palm Coast Community Service Corporation (PCCSC) for a pro rata share of the actual costs of the operation expenses of a Community Benefit Program for facilities and services in

Palm Coast or to further the environmental and aesthetic principals. The implementation of the program and the extent thereof shall be within the sole discretion of the PCCSC.

Section 12. Approval of Association Lawsuits by Owners. Notwithstanding anything contained herein to the contrary, The Association shall be required to obtain the approval of three-fourths (3/4) of all Owners (at a duly called meeting of the Owners at which a quorum is present) prior to the payment of legal or other fees to persons or entities engaged by The Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of Assessments;
- (b) the collection of other charges which Owners are obligated to pay pursuant to the terms of the Lake View Documents;
- (c) the enforcement of the use and occupancy restrictions contained in the Lake View documents, including, but not limited to, those against tenants, or
- (d) in an emergency where waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to Lake View or any portion thereof.

IN WITNESS WHEREOF, this document has been signed by its proper officers this 2ND day of AUGUST, 2004.

Signed in the presence of:

By:

John Thomas

President

Cynthia B. Wilson

Dudrey H. Stape

(Corporate Seal)

State of New York
County of Yates
Town of Milo

The foregoing instrument was acknowledged before me on the 2ND day of AUGUST, 2004, by John Thomas, as President of Lake View Homeowners Association at Palm Coast, Inc. on behalf of and as the act and deed of the corporation, personally known to me or provided DRIVERS LICENCE as identification.

Michelle L. Miller
Notary Public

My Commission Expires:

(Seal)

IN WITNESS WHEREOF, this document has been signed by its proper officers this
27th day of JULY, 2004.

Signed in the presence of:

Richard J. Longtin
Virginia A. Mercer

Attest: Cecile N. Longtin
Cecile Longtin, Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF FLAGLER
CITY OF PALM COAST

The foregoing instrument was acknowledged before me on the 27th day of
JULY, 2004, by Cecile Longtin, as Secretary of Lake View Homeowners Association
at Palm Coast, Inc. on behalf of and as the act and deed of the corporation, personally known
to me or provided _____ as identification.

Virginia A. Mercer
Notary Public

My Commission Expires:



Virginia Mercer
MY COMMISSION # DD107518 EXPIRES
April 16, 2006
BONDED THRU TROY FARM INSURANCE, INC.

(Seal)

FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, Lake View Homeowners Association at Palm Coast, Inc., a Florida corporation not for profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and Exhibits attached hereto.

IN WITNESS WHEREOF, the above described corporation, a Florida corporation not for profit, has caused these presents to be signed in its name by its President and its corporate seal affixed, attested by its Secretary, this _____ day of _____, 2004,

Signed, Sealed and Delivered

LAKE VIEW HOMEOWNERS ASSOCIATION
AT PALM COAST, INC.

Signed in the presence of:

By:

John Thomas, President

Cynthia B. Whelan

Dudrey H. Stape

(Corporate Seal)

STATE OF NEW YORK
COUNTY OF YATES
TOWN OF MILO

The foregoing instrument was acknowledged before me on the 2ND day of AUGUST, 2004, by John Thomas, as President of Lake View Homeowners Association at Palm Coast, Inc. a Florida corporation not for profit, on behalf of and as the act and deed of the corporation, personally known to me or provided DRIVERS LICENCE as identification.

Michelle L. Miller
Notary Public

My Commission Expires:

(Seal)

FOR GOOD AND VALUABLE CONSIDERATON, the receipt whereof is hereby acknowledged, Lake View Homeowners Association at Palm Coast, Inc., a Florida corporation not for profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and Exhibits attached hereto.

IN WITNESS WHEREOF, the above described corporation, a Florida corporation not for profit, has caused these presents to be signed in its name by its President and its corporate seal affixed, attested by its Secretary, this 27th day of JULY, 2004,

Signed, Sealed and Delivered

LAKE VIEW HOMEOWNERS ASSOCIATION
AT PALM COAST, INC.

Signed in the presence of:

Richard B. Longtin
Virginia A. Mercer

Attest: Cecile N. Longtin
Cecile Longtin, Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF FLAGLER
CITY OF PALM COAST

The foregoing instrument was acknowledged before me on the ____ day of _____, 2004, by Cecile Longtin, as Secretary of Lake View Homeowners Association at Palm Coast, Inc. a Florida corporation not for profit, on behalf of and as the act and deed of the corporation, personally known to me or provided _____ as identification.

Virginia A. Mercer

Notary Public

Virginia Mercer

MY COMMISSION # DD107518 EXPIRES

April 14, 2006

BONDED THROUGH TROY FARM INSURANCE, INC.

My Commission Expires:



(Seal)

LEGAL DESCRIPTION
COMMITTED PROPERTY

Lots 1-48 of the Subdivision Plat of Lake View, a Subdivision of Reserved Parcel "C-1", Belle Terre Section 35, Map Book 11, Pages 2-26, City of Palm Coast, Flagler County, Florida, as recorded in Map Book 31, Page 29 of the public records of Flagler County, Florida.

Exhibit "A"