

GAIL WADSWORTH, FLAGLER Co.

**AMENDMENT TO DECLARATION OF COVENANTS OF
LAKE VIEW HOMEOWNERS ASSOCIATION AT PALM COAST, INC.**

**ARTICLE X, SECTION 19, SALES AND RENTALS PAGE 20
IS AMENDED AS FOLLOWS:**

ARTICLE X

Section 19. Sales and Rentals

(a) **Sales.** No Dwelling Unit or lot may be sold without express written notice to the Board of Directors of the Association. This provision is for the purpose of making certain that subsequent owners 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 the prospective purchasers.

(b) **Rentals and Leases.** The Association concludes that Dwelling Unit Owners shall utilize the Dwelling Units as either a primary or secondary residence. Effective January 1, 2005, no Dwelling Unit or lot may be rented, leased or sublet, except in extraordinary and/or unforeseen circumstances, and only after requesting written permission, in writing, to the Board of Directors of the Association and receiving written permission from the Board of Directors, approving particular parameters of such permission. The Board of Directors shall not be obliged to grant permission for an Owner to rent, lease, or sublet for a term less than thirty (30) days or more than once in every two (2) year period. Individual situations in which the Board of Directors grant permission to rent, lease, or sublet a Dwelling Unit shall not be construed as setting a precedent, nor can such permission be relied upon, for other Dwelling Unit Owners to be granted similar relief. The Board of Directors reserves the right to accept or reject prospective tenants and to review any contract prior to execution. In addition, the Board of Directors may authorize the use of a registration form to be completed by prospective tenants.

Tenancies existing prior to the effective date set forth above shall not be required to vacate the rented, leased, or sublet premises, but shall remain subject to the prior terms and conditions limiting rental/leases in effect at the time the rental/lease took place. However, at such time that the existing tenant vacates a Dwelling Unit, then the Owner of such Dwelling Unit shall be subject to all current terms and conditions as provided for above.

The forgoing Amendment was adopted by a motion and unanimous vote of the Board of Directors at the quarterly meeting held on August 16, 2004 and an affirmative vote of more than 2/3 of the membership in the Association cast at a Special Called Meeting on December 7, 2004.

The original Covenants which are therein amended are recorded in the Public Records at Flagler County, Florida at the official Records book 1141 beginning page 20.

Dated this 8th day of DECEMBER, 2004

Lake View Homeowners Association
At Palm Coast, Inc.

By: [Signature]
, Its President

By: [Signature]
, Its Secretary

The forgoing instrument was acknowledged (or affirmed or attested to as client designates) before me
this 8th day of December by [Signature] President
by [Signature] Secretary

are
who is personally known to me or has produced _____ as identification and who did take an
oath.

My Commission expires _____

Notary Public signature [Signature]



Virginia Mercer
MY COMMISSION # DD189518 EXPIRES
April 16, 2006
BONDED THRU TROY TAYLOR INSURANCE, INC.

➔ To: Lakeview Homeowners Association
P.O. Box 352259
Palm Coast, Florida 32135