

**CC&Rs - Master Deed
Lakevue Villas HOA Inc**

DECLARATION OF COVENANTS AND RESTRICTIONS

LAKEVUE TRACT VIA AND VIB

AND

NOTICE OF PROVISIONS OF

LAKEVUE VILLAS HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION, made this 23th day of January, 1998 by VANACORE CONSTRUCTION, INC. AND HINTON PROPERTIES, INC., Florida Corporations, with the principal place of business at P.O. Box 730565, Ormond Beach, Florida 32173-0565 (hereinafter sometimes referred to as the "Declarant").

W I T N E S S E T H -

WHEREAS, the Declarant is owner of certain real property located in Volusia County, Florida, and more particularly described in Section 3 below, (The Development), and,

WHEREAS, in accordance with the applicable provisions of State law and local ordinance, the Declarant intends to construct one dwelling on each of the lots therein; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in the Development and for the maintenance of Common Areas and Improvements, and to this end, desires to subject the Development to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of said Development and each Owner thereof, including Declarant; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the development, that there be a non profit corporation to which will be delegated and assigned the powers of maintenance and administration of Common Areas as shown on the recorded plats of the Development, administering and enforcing the Covenants and Restrictions and charges hereinafter described for the orderly enjoyment of the Development; and

WHEREAS there has been incorporated under the laws of the State of Florida, as a Not-for-Profit Corporation, known as LAKEVUE VILLAS HOMEOWNERS ASSOCIATION, INC. which has been formed to manage the common facilities (lawn maintenance, common irrigation system including well, roof repairs, outside painting, termite bond and pest control).

NOW, THEREFORE, Declarant declares that the real property comprising the Development is and shall be held, transferred, sold, conveyed, used, and occupied subject to the covenants, restrictions, easements, charges and liens (all hereinafter sometimes referred to as the "Declaration" or as "Covenants") hereinafter set force. The Declaration shall become effective on the date and at the time it is filed and recorded in the Public Records of Volusia County, Florida.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the Lakevue Villas Homeowners' Association, Inc., its Successors and Assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one of more persons or entities, of fee simple title to any residential lot which is part of the Development, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Development" shall mean and refer to that certain real property known as Lakevue - Tract VIA recorded in Map Book 38 Page 98 and Lakevue - Tract VIB recorded in Map Book 38 Page 178 of the Public Records of Volusia County, Florida.

Section 4. "Common Areas" shall mean all real property, including the improvements thereto, owned by the Association for the common use and enjoyment of owners. The Common Areas to be owned by the Association at the time of conveyance of the last lot are shown on the recorded plats of Lakevue Tract VIA and Lakevue Tract VIB.

Section 5. "Lot" shall mean and refer to any plot of land shown upon a recorded plat of the Development other than dedicated rights of way and Common Areas, which plot of land is to be used for the construction of a residence.

Section 6. "Declarant" shall mean and refer to Vanacore Constructin, Inc. and Hinton Properties, Inc., their successors and assigns.

ARTICLE II
PROPERTY RIGHTS

Section 1. Owners Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas:

b) the right of the Association to suspend the voting rights and right to use the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

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 as shown on the plat of the Development and subject to such conditions as may be agreed to by the members and subject to the approval of FHA/VA and the City of Ormond Beach.

No such dedication or transfer shall be effective unless an instrument agreeing thereto shall be signed by two-thirds (2/3) of each class of members, and recorded in the public records of Volusia County.

Section 2. Delegation of Use. Any Owner may delegate, in

accordance with the By-laws of the Association, his right of enjoyment to the Common Areas, to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every Owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A Membership. Class A members shall be all owners with the exception of Declarant, and each Class A member shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any lot held by Class A members.

Class B Membership. The Class B member(s) shall be Declarant, and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever first occurs:

- 1) when the total votes in the Class A membership equals the total votes in the Class B membership; or
- 2) December 31, 2000.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of lien and personal obligation of Assessments. The Declarant, for each lot owned within the Development, hereby covenants and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

1) annual assessments or charges, 2) special assessments for capital improvements or maintenance, such assessments to be established and collected as hereinafter set forth, 3) lawn maintenance charges including mowing, fertilization, hedge clipping and necessary tree trimming, maintenance of common irrigation system including existing well, sprinkler head replacement and electricity, as hereinafter set forth, 4) building exterior maintenance charges including reserve account to cover future roof repairs and outside painting, as hereinafter set forth and 5) termite bond and pest control. These charges and assessments, together with interest, costs and attorneys fees incurred in enforcing these Covenants and Restrictions (whether or not litigation is required), shall be a charge on the land and shall be a continuing lien upon the property against which each such

assessment is made, and shall also be the personal obligation of the person who was the Owner of such property at the time the obligation fell due. This personal obligation shall not pass to his successor in title unless expressly assumed by said successor.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the members of the Association, and for the improvement and maintenance of the Common Areas and of the lawns and exteriors of the homes situated upon each lot.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first lot to an Owner, the maximum monthly assessment shall be Seventy (\$70.00) per lot.

a) From and after January 1 on the year immediately following the conveyance of the first lot to an Owner, the maximum annual assessment may be increased each year not more than 15% above the maximum assessment for the previous year without a vote of the membership as set forth below.

b) The maximum annual assessment may be increased beyond 15% per annum only by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

c) The Board of Directors of this Association may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessment for Capital Improvements and Maintenance. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part the cost of any construction, reconstruction, repair or maintenance of a capital improvement upon the Common Areas, or the repair or maintenance of the exterior of any building or the lawn of any lot, including fixtures and personal property related thereto. Provided, however, that any such assessment shall be approved by two-thirds (2/3) of the votes of each class of membership who are voting in person or by proxy at a meeting duly called for that purpose.

Each Owner must keep his improvements insured against fire, windstorm and other perils, including vandalism, and must keep the exterior of his unit in repair. The proceeds of any insurance policy, the payment of which is occasioned by a loss to the exterior of any unit shall be used to repair said unit in accordance with the plans approved by the Association. The cost of any repairs which are not paid from insurance shall be the personal obligation of the Owner. However, the Association shall have the authority to make said repairs and to charge the cost of same to said Owner, and said costs shall bear interest at the highest rate allowed by law, and shall be secured by a lien and shall be enforced, in the same manner as an assessment.

The Association also has the authority and obligation to make certain scheduled maintenance to the improvements to wit: roof

repair and replacement, painting of exteriors, and repair and replacement of drives and walks, to be paid for by a special assessment against the lots so maintained or improved, which special assessment shall only require the approval of the Board of Directors.

Section 5. Notice and Quorum for any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3 or 4 (other than making repairs to a unit after the Owner thereof has failed or refused to do so) shall be sent to all Members not less than 30 not more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast 60% of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at the uniform rate for all lots and may be collected on a monthly basis. Provided, however, that a special assessment for the purpose of repairing or maintaining less than all lots may be apportioned prorata over only those lots affected, on such a basis that each lot owner pays only for the work done to

his lot. In the case of a dispute over the allocation of cost, the decision of the Board of Directors of the Association shall be final and non-appealable.

Section 7. Date of Commencement of Annual Assessments; Due Dates.

The annual assessments provided for herein shall commence as to each lot in the first day of the month following the conveyance of such lot to an Owner from Declarant. The first annual assessment shall be prorated according to how many months remain in the assessment year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each assessment period. Written notice of the annual assessment shall be sent to each Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon request, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance, unless no one has relied thereon to his detriment, in which case a corrected certificate may be issued.

Section 8. Effect of Nonpayment of Assessments; Remedies of

Association. Any assessment or installment not paid within thirty (30) days after its due date shall bear interest from its due date at the rate of 18% per annum. The Association may take an action at law against the Owner personally obligated to pay the same, or

may foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his lot.

Section 9. Subordination of Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Transfer of any Lot pursuant to mortgage foreclosure proceedings to which the Association is made a party shall extinguish the lien of such assessments as to payment which became due prior to such transfer. No sale or transfer shall relieve any such lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE V

RESTRICTIVE COVENANTS

Section 1. The areas included within the lot line of each individual lot, but not included within the dwelling constructed on such lot, such areas being hereafter and hereinbefore referred to as lawns, shall be used for customary yard purposes. No structure can be erected or placed thereon without the written approval of the Association, or except in accordance with regulations enacted by the Association. The term "structure" shall include, but is not limited to, swimming pools, fences, walls, barbecue pits, television or radio antennae, clotheslines, sheds, outbuildings, porches, balconies, patios, recreational facilities such as basketball courts or goal, tennis courts, shuffleboard

courts, and lawn decorative objects such as statues, tables, etc.

Section 2. The Association shall have legal title to the Common Areas, and shall be responsible for operation, management and maintenance of the same. The Association shall have the duty and power to enact reasonable and uniform regulations governing the use of the Common Areas. The Common Areas shall be used exclusively for natural preservation and/or recreation, drainage, utilities, and as otherwise specified on any recorded plat of the Development.

Section 3. In order to maintain uniformity of appearance, no owner of any dwelling may change exterior materials or colors, either of the exterior walls, doors, or roof of said dwelling, without specific written consent of the Association. The Association shall have the right from time to time to adopt and enforce rules and regulations for the maintenance and appearance of the exteriors of dwellings and of other structures. See Article IV Section 4.

Section 4. The Association will maintain that portion of each front yard lying between the owner's front building lines and the abutting street, and that portion of each rear yard between the patio and the rear lot line which is devoted to yard purposes, and the side yards of each lot where the building does not extend completely from side lot line to side lot line, the coast of which will be included in the annual assessment. The Association shall have the right to adopt rules and regulations to enforce this

provision. Further, an easement is hereby established in favor of interior unit owners, their guests and invitees, over the rear five (5) feet of each lot, and over the five feet along each side lot line of each lot where the side building does not extend completely to the side lot line, unless and except if a building is located within said five feet, in which case the easement created hereby shall be deemed to only encumber that part of the lot between the building and the side lot line.

Section 5. Each owner of a lot agrees to maintain fire and extended coverage casualty insurance on the improvements on such lot, and agrees to use the proceeds thereof to repair or replace any damage to or destruction of improvements within such time after the casualty as may be set by the Board of Directors. See Article IV Section 4.

Section 6. In order to maintain and preserve the peace and tranquility of the neighborhood, the Association shall have the right to adopt reasonable rules and regulations regarding the keeping of dogs, cats or other domesticated animals, and shall specifically, without limitation, have the right (i) to require such animals to be leashed; (ii) to prohibit such animals from roaming at large beyond the confines of their owners' property; (iii) to require that owners keep their pets from making such noises as disturbs others; (iv) to adopt such other rules and regulations as may deem necessary or desirable to carry out the

purposes of this restriction.

Section 7. No automobile or other motorized vehicle that is not operable shall be placed or stored in or on any lot or any parking area. No trailers, mobile homes, recreational vehicles (RV's) boats, trucks, or any other type of vehicle other than privately owned automobiles or two wheeled vehicles are to be parked or stored on any part of the properties. The Association shall have the right to adopt rules and regulations to enforce this provision.

Section 8. As stated on the plat of the Development, there have been established and will be established easements utilities, drainage, installation, construction, maintenance and repair of the Common Areas within the Development, and for pedestrian and vehicular access. These easements shall be established by one or more of the following methods:

- 1) By a specific designation of an easement on the recorded plat of the Development:
- 2) By a reservation or specific statement providing for an easement in the deed of conveyance of a given lot in the Development; or
- 3) By a separate instrument to be subsequently recorded by Declarant.

ARTICLE VI

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall which is built as a part of the original construction of the homes upon each lot, and placed upon the dividing line between lots shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or wilful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repairs and maintenance of a party wall shall be shared equally by the Owners who make use of the wall.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and the other Owner making use thereof shall contribute equally to the cost of restoration, without prejudice, however, to the right of any such Owner; to call for a larger contribution from another under an rule of law regarding liability for negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of the Article, an Owner who by his negligent or wilful act or omission causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 5. Right to Contribution Runs with the Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the land and shall pass to such owner's successor in title.

Section 6. Arbitration. In the event of any dispute arising or concerning a party wall, or under the provisions of this Article, each party shall choose one arbitrator, and such arbitrators shall jointly choose one additional arbitrator; the decision shall be by a majority of the arbitrators.

Section 7. Easements. To the extent any encroachment is found to exist, there shall be deemed to exist an easement granted underneath such encroachment, for so long as such encroachment exists. If the party wall is destroyed and must be rebuilt, then easement shall continue so that the party wall may be rebuilt in the same spot as originally constructed.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or an Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter established by the provisions of this Declaration, or the Articles of Incorporation or Bylaws of the Association, whose terms and conditions are hereby included herein by reference. Failure by the Association or any Owner to enforce

any provision shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of the provisions herein contained shall in no way affect any other provision which shall remain in full force and effect.

Section 3. Amendment. The provisions of this instrument shall be binding upon and shall run with the land, for a term of twenty (20) years from the date this instrument is recorded, after which they shall automatically be extended for succeeding periods of ten (10) years. This instrument may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of all lot owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the lot owners. No amendment modifying or terminating the obligation of the Association to maintain the Common Areas will be effective without the approval of FHA/VA.

Notwithstanding the foregoing, Declarant reserves the right to amend this instrument so long as such amendment either

- a) affects only land owned by Declarant; or
- b) does not change the overall development plan as set forth in the recorded plat, or any recorded replat thereof.

Section 4. Additions to Development. Declarant reserves the right to subject additional lands to these Covenants and Restrictions at

any time prior to December 31, 2000.

Section 5. FHA/VA Approval. So long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administrator or the Veterans Administration:

- (1) Additions to Development;
- (2) Dedication of Common Areas;
- and (3) Amendment of this Declaration of Covenants and Restrictions.

IN WITNESS WHEREOF, the undersigned Declarant has hereunto set its hand and seal on this 23rd day of January, 1998.

WITNESSES:

Stacey M. Tutunjian
Stacey M. Tutunjian

Kathleen D. Blad
Kathleen D. Blad

VANACORE CONSTRUCTION, INC.

a Florida Corporation

BY: Scott Vanacore
Scott Vanacore
HINTON PROPERTIES, INC.,

a Florida Corporation

BY: John Hinton, Jr.
John Hinton, Jr.

STATE OF FLORDIA)

COUNTY OF VOLUSIA)

I HEREBY CERTIFY that upon this day, before me, the undersigned

authority, personally appeared Scott Vanacore
President of VANACORE CONSTRUCTION, INC. and [Signature]
John Hinton, Jr. President of HINTON PROPERTIES, INC. known to
me or who has produced Driver's License as identification, and who
acknowledged before me that he subscribed to said instrument.
WITNESS my hand and seal in the County and State aforesaid, on this
23rd day of January, 1998.

[Signature]
Kathleen D. Blad
Notary Public



Kathleen D. Blad
MY COMMISSION # CC563440 EXPIRES
September 17, 2000
BONDED THRU TROY FAIR INSURANCE, INC.

JOINDER AND CONSENT IN DECLARATION

SUNTRUST BANK, EAST CENTRAL FLORIDA, certifies that it is the
owner of certain mortgage liens on the property described as "The
Development" in this Declaration and hereby joins in the execution
of the foregoing Declaration for the purpose of subordinating its
mortgage liens to the terms, conditions, and obligations of this
Declaration.

Dated this 23rd day of January, 1998.

SUNTRUST BANK, EAST CENTRAL FLORIDA

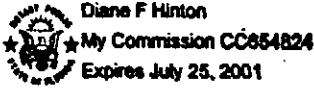
BY: [Signature]
R. J. Vostrejs, Vice President

ATTEST: [Signature]
David T. Fryzel, Senior Vice Pres:

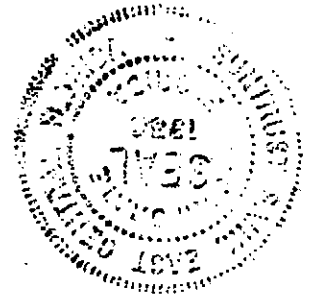
STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by
R. J. Vastrijs and David T. Fryzel, as the
Vice President and Senior Vice President,
respectively of SUNTRUST BANK, EAST CENTRAL FLORIDA, on behalf of
the Corporation who are personally known to me or have produced
_____ as identification.

Dated this 23rd day of January, 1998.



Diane F. Hinton
Notary Public



**FIRST AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
LAKEVUE TRACT VIA AND VIB
AND
NOTICE OF PROVISIONS OF
LAKEVUE VILLAS HOMEOWNERS' ASSOCIATION, INC.**
=====

THIS AMENDMENT to the Declaration of Covenants and Restrictions, Lakevue Tract VIA and VIA, made this 31st day of July 2000, by Lakevue Villas Homeowners' Association, Inc., a Florida corporation;

WITNESSETH:

WHEREAS, the Developer caused a Declaration of Covenants and Restrictions regarding Lakevue Tract VIA and VIB, to be recorded in the public records of Volusia County, Florida, on February 6, 1998, in Official Records Book 4274, page 4486,

(HEREAFTER REFERRED TO AS THE "DECLARATION"), AND

WHEREAS, the Developer did expressly reserve the right pursuant to Article VII, Section III - Amendment to amend, modify or rescind such parts of the restrictions.

WHEREAS, prior to the creation of this Amendment, and consistent with the existing laws of the State of Florida, the existing number of lots subject to these covenants and restrictions were 47, and the Developer owns 10 of these lots, and the existing lot owners own 37 of the lots. The lot owners were polled and ninety percent (90%) of them voted in favor of this amendment, and their attached ballots are evidence of that fact.

NOW, THEREFORE, the Developer, Lakevue Tract VIA and VIB, does hereby make, file and record this First Amendment to Declaration of Covenants and Restrictions, Lakevue Tract VIA and VIB, by amending the following:

1. ARTICLE I, the Definition Section of the Restrictions, Section 4, the definition of "Common areas" is hereby amended to read as follows:

"Common Areas" shall mean all of that area shown on the plats of Lakevue-Tract VIA, recorded in Plat Book 38, Page 98 and Lakevue-Truact VIB, recorded in Plat Book 38, Page 178, both of the public records of Volusia County, Florida; LESS AND EXCEPT any area deeded to or to be deeded to a unit purchaser for areas upon which buildings or decks have been constructed; TOGETHER WITH additional "Common Area" added by deed and/or amendment to mitigate such previously deeded areas.

2. Exhibit "A" is hereby added and included in the description of "Common Area" as set forth in ARTICLE I, Section 4, of the Declaration.

3. Exhibit "B" is hereby deleted and excluded from the description of "Common Area" as set forth in ARTICLA I, Section 4, of the Delcaration.

IN WITNESS WHEREOF, the Developer has hereunto set its hand and seal the day and year first above written.

WITNESSES:

VANACORE CONSTRUCTION, INC.

Kathleen D. Blad
KATHLEEN D. BLAD

BY: 
SCOTT VANACORE

Barbara Jones
BARBARA JONES

HINTON PROPERTIES, INC.

Kathleen D. Blad
KATHLEEN D. BLAD

BY: 
JOHN HINTON, JR.

Barbara Jones
BARBARA JONES

STATE OF FLORIDA]
] SS
COUNTY OF VOLUSIA]

I HEREBY CERTIFY that upon this day, before me, the undersigned authority, personally appeared SCOTT VANACORE, President of VANACORE CONSTRUCTION, INC., and JOHN HINTON, JR., President of HINTON PROPERTIES, INC., known to me and who acknowledged before me that they subscribed to said instrument.

WITNESS my hand and seal in the County and State last aforesaid, this 31st day of July, 2000.

Kathleen D. Blad
Notary Public
My Commission Expires:



Kathleen D. Blad
COMMISSION EXPIRES
07/31/2001
1000-ANDY, INC.

LEGAL DESCRIPTION-EXHIBIT "A"

The following property is hereby added to and included in the "Common Area" as defined in ARTICLE I, Section 4, of the Declaration of Covenants and Restrictions for Lakevue Tracts VIA and VIB recorded in Official Records Book 4274, page 4486, of the Public Records of Volusia County, Florida, together with any amendments thereto.

PARCEL "AQ"

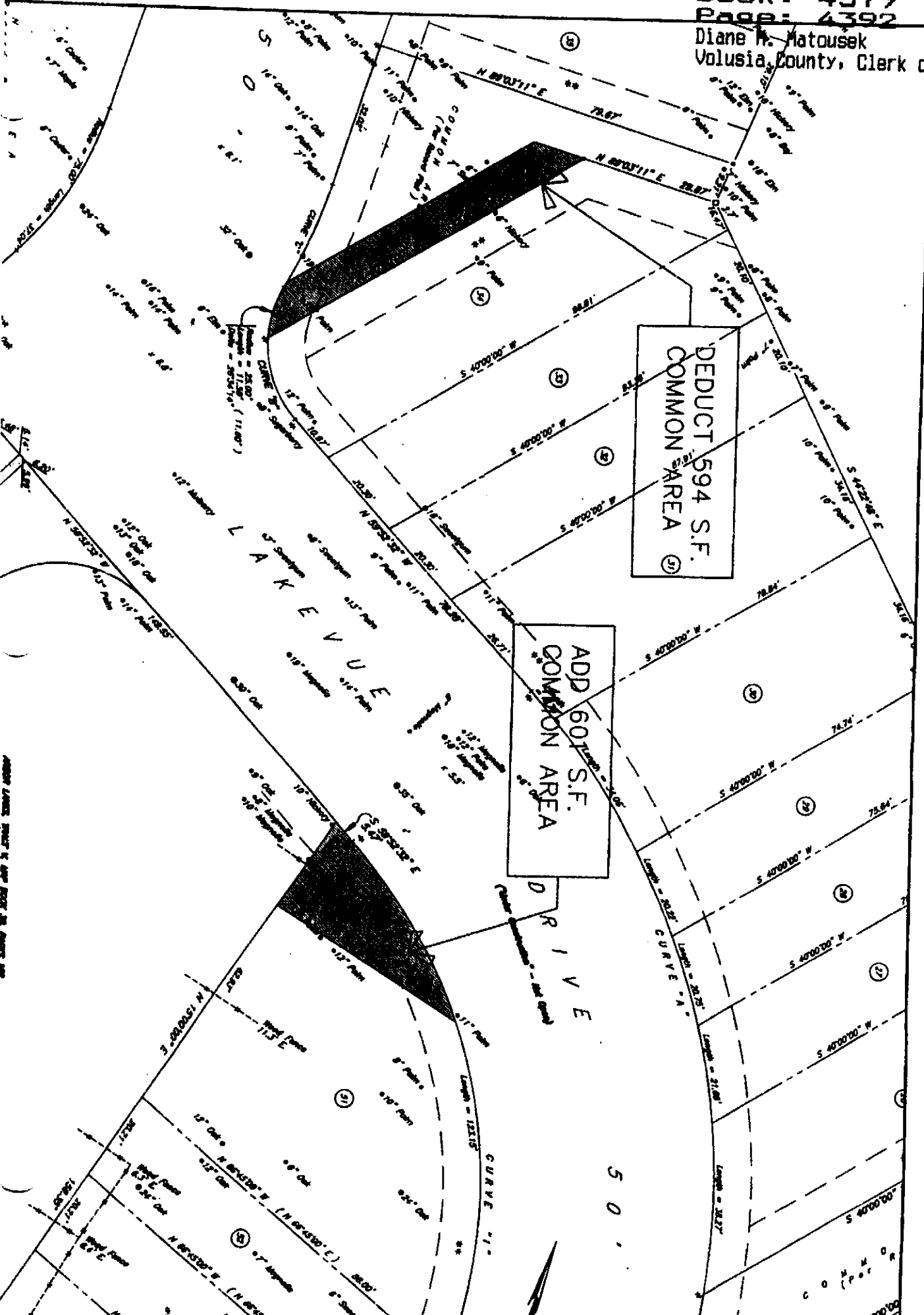
A portion of Lot 51, LAKEVUE-TRACT VI-B, of record in Map Book 38, Page 178, of the public records of Volusia County, Florida, more particularly described as follows: Begin at the Northwest corner of said Lot 51, thence S 15°00'00" West, along the Westerly line of said Lot 51, a distance of 21.91 feet to a point therein; thence South 75°00'00" East, perpendicular to said Westerly line, a distance of 46.19 feet to a point on the Northeasterly line of said Lot 51, said line being common with the Southwesterly line of nature trail, a platted 50 foot right-of-way, said point being in a curve concave Southwesterly and having a radius of 115.00 feet; thence Northwesterly along the arc of said curve and common line for a distance of 45.54 feet, through a central angle of 22°41'15" to a point of curvature, said arc being subtended by a chord bearing a distance of North 48°24'13" West, and 45.24 feet respectively; thence North 59°52'32" West, along said common line, a distance of 5.47 feet to the Point of Beginning (Containing 601 square feet, more or less).

LEGAL DESCRIPTION-EXHIBIT "B"

The following property is hereby deleted and excluded from the "Common Area" as defined in ARTICLE I, Section 4, of the Declaration of Covenants and Restrictions for Lakevue Tracts VIA and VIB, recorded in Official Records Book 4274, page 4486, of the Public Records of Volusia County, Florida, together with any amendments thereto.

PARCEL "AJ" (UNIT #173): A portion of that "Common Area" adjoining Lots 34 and 35 Lakevue - Tract VIB, of record in Map Book 38, page 178, of the public records of Volusia County, Florida, bounded as follows: Bounded on the Southeast by the Northwest line of said Lot 34; bounded on the Northwest by a line 8.44 feet Northwest of the Northwest line of said Lot 34, as measured perpendicular thereto; bounded on the West by the Easterly line of Arborvue Trail (platted as nature trail); and bounded on the North by the Westerly extension of the most Northerly line of said Lot 34.

Diane M. Matousek
Volusia County, Clerk of Court



ALL COMMON AREAS SHOWN TO BE COMMON TO ALL ADJACENT LOTS

JOINDER AND CONSENT

WHEREAS, the Lakevue Villas Homeowners' Association, Inc. acknowledges receipt of the First Amendment to Declaration of Covenants and Restrictions Lakevue Tract VIA and VIB, and

WHEREAS, the Homeowners' Association is in favor with and agrees to join in the amendment, it is therefore agreed that:

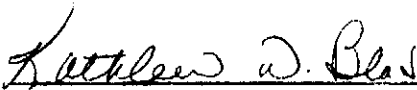
1. The Lakevue Villas Homeowners' Association, Inc. hereby joins with the Developer and consents to and supports the First Amendment to Declaration of Covenants and Restrictions Lakevue Villas Tract VIA and VIB.

2. The Lakevue Villas Homeowners' Association, Inc. also expressly joins and consents to Exhibit "A" and "B", the legal descriptions which include the new increase in the legal descriptions from the Developer, as well as the decrease caused by *deleting the described encroached upon portion.*

IN WITNESS WHEREOF, we hereby lend our hands and seals, this 31st day of July 2000.

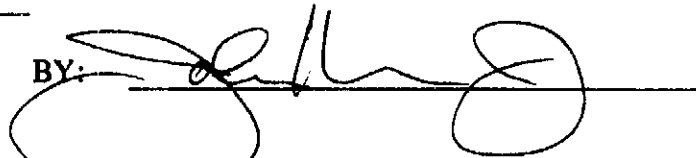
Signed, sealed and delivered
in the presence of:

LAKEVUE VILLAS HOMEOWNERS
ASSOCIATION, INC.


KATHLEEN D. BLAD


BARBARA JONES

BY:



(Corp. Seal)

STATE OF FLORIDA]
] SS
COUNTY OF VOLUSIA]

I HEREBY CERTIFY that upon this day, before me, the undersigned authority, personally appeared JOHN T. HINTON, JR. President of LAKEVUE VILLAS HOMEOWNERS ASSOCIATION, INC. known to me and who acknowledged before me that he subscribed to said instrument.

WITNESS my hand and seal in the County and State last aforesaid, this 31st day of July 2000.

Kathleen D. Blad
Notary Public
My Commission Expires:

 Kathleen D. Blad
NOTARY PUBLIC # 00063440 EXPIRES
JULY 17, 2000
STATE OF FLORIDA NOTARY PUBLIC ASSOCIATION, INC.

LEGAL DESCRIPTION-EXHIBIT "A"

The following property is hereby added to and included in the "Common Area" as defined in ARTICLE I, Section 4, of the Declaration of Covenants and Restrictions for Lakevue Tracts VIA and VIB recorded in Official Records Book 4274, page 4486, of the Public Records of Volusia County, Florida, together with any amendments thereto.

PARCEL "AQ"

A portion of Lot 51, LAKEVUE-TRACT VI-B, of record in Map Book 38, Page 178, of the public records of Volusia County, Florida, more particularly described as follows: Begin at the Northwest corner of said Lot 51, thence S 15°00'00" West, along the Westerly line of said Lot 51, a distance of 21.91 feet to a point therein; thence South 75°00'00" East, perpendicular to said Westerly line, a distance of 46.19 feet to a point on the Northeasterly line of said Lot 51, said line being common with the Southwesterly line of nature trail, a platted 50 foot right-of-way, said point being in a curve concave Southwesterly and having a radius of 115.00 feet; thence Northwesterly along the arc of said curve and common line for a distance of 45.54 feet, through a central angle of 22°41'15" to a point of curvature, said arc being subtended by a chord bearing a distance of North 48°24'13" West, and 45.24 feet respectively; thence North 59°52'32" West, along said common line, a distance of 5.47 feet to the Point of Beginning (Containing 601 square feet, more or less).

LEGAL DESCRIPTION-EXHIBIT "B"

The following property is hereby deleted and excluded from the "Common Area" as defined in ARTICLE I, Section 4, of the Declaration of Covenants and Restrictions for Lakevue Tracts VIA and VIB, recorded in Official Records Book 4274, page 4486, of the Public Records of Volusia County, Florida, together with any amendments thereto.

PARCEL "AJ" (UNIT #173): A portion of that "Common Area" adjoining Lots 34 and 35 Lakevue - Tract VIB, of record in Map Book 38, page 178, of the public records of Volusia County, Florida, bounded as follows: Bounded on the Southeast by the Northwest line of said Lot 34; bounded on the Northwest by a line 8.44 feet Northwest of the Northwest line of said Lot 34, as measured perpendicular thereto; bounded on the West by the Easterly line of Arborvue Trail (platted as nature trail); and bounded on the North by the Westerly extension of the most Northerly line of said Lot 34.

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
LAKEVUE TRACT VIA AND VIB
AND
NOTICE OF PROVISIONS OF
LAKEVUE VILLAS HOMEOWNERS' ASSOCIATION, INC.**
=====

THIS AMENDMENT to the Declaration of Covenants and Restrictions, Lakevue Tract VIA and VIA, made this 31st day of July 2000, by Lakevue Villas Homeowners' Association, Inc., a Florida corporation;

WITNESSETH:

WHEREAS, the Developer caused a Declaration of Covenants and Restrictions regarding Lakevue Tract VIA and VIB, to be recorded in the public records of Volusia County, Florida, on February 6, 1998, in Official Records Book 4274, page 4486, and

(HEREAFTER REFERRED TO AS THE "DECLARATION"), AND
WHEREAS, the Developer did expressly reserve the right pursuant to Article VII,

Section III - Amendment to amend, modify or rescind such parts of the restrictions.

WHEREAS, prior to the creation of this Amendment, and consistent with the existing laws of the State of Florida, the existing number of lots subject to these covenants and restrictions were 47, and the Developer owns 10 of these lots, and the existing lot owners own 37 of the lots. The lot owners were polled and ninety percent (90%) of them voted in favor of this amendment, and their attached ballots are evidence of that fact.

NOW, THEREFORE, the Developer, Lakevue Tract VIA and VIB, does hereby make, file and record this First Amendment to Declaration of Covenants and Restrictions, Lakevue Tract VIA and VIB, by amending the following:

1. ARTICLE I, the Definition Section of the Restrictions, Section 4, the definition of "Common areas" is hereby amended to read as follows:

"Common Areas" shall mean all of that area shown on the plats of Lakevue-Tract VIA, recorded in Plat Book 38, Page 98 and Lakevue-Truact VIB, recorded in Plat Book 38, Page 178, both of the public records of Volusia County, Florida; LESS AND EXCEPT any area deeded to or to be deeded to a unit purchaser for areas upon which buildings or decks have been constructed; TOGETHER WITH additional "Common Area" added by deed and/or amendment to mitigate such previously deeded areas.

2. Exhibit "A" is hereby added and included in the description of "Common Area" as set forth in ARTICLE I, Section 4, of the Declaration.

3. Exhibit "B" is hereby deleted and excluded from the description of "Common Area" as set forth in ARTICLA I, Section 4, of the Delcaration.

IN WITNESS WHEREOF, the Developer has hereunto set its hand and seal the day and year first above written.

WITNESSES:

VANACORE CONSTRUCTION, INC.

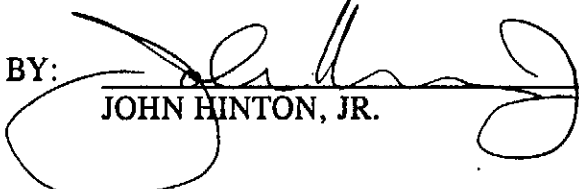
Kathleen D. Blad
KATHLEEN D. BLAD

BY: 
SCOTT VANACORE

Barbara Jones
BARBARA JONES

HINTON PROPERTIES, INC.

Kathleen D. Blad
KATHLEEN D. BLAD

BY: 
JOHN HINTON, JR.

Barbara Jones
BARBARA JONES

STATE OF FLORIDA]
] SS
COUNTY OF VOLUSIA]

I HEREBY CERTIFY that upon this day, before me, the undersigned authority, personally appeared SCOTT VANACORE, President of VANACORE CONSTRUCTION, INC., and JOHN HINTON, JR., President of HINTON PROPERTIES, INC., known to me and who acknowledged before me that they subscribed to said instrument.

WITNESS my hand and seal in the County and State last aforesaid, this 31st day of July, 2000.

Kathleen D. Blad
Notary Public
My Commission Expires:



Kathleen D. Blad
MY COMMISSION # 00563440 EXPIRES
September 17, 2000
BONDED THRU TROY FAIR INSURANCE, INC.

LEGAL DESCRIPTION-EXHIBIT "A"

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PARCEL "AQ"

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