

DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

VILLAGE PHASE III

THIS DECLARATION made this 14 day of October, 1983, by VILLAGE CONCEPTS, INC., a Florida corporation, hereinafter referred to as the "Developer."

W I T N E S S E T H:

WHEREAS, the Developer is the record owner of the fee simple title of real property located in the City of Flagler Beach, Florida, more particularly described in Article II of this Declaration (hereinafter, the real property will be separately designated and referred to as the Properties and/or Parcels), and

WHEREAS, the Properties comprise the Village Phase III Subdivision, as shown on Plat of Subdivision, dated October 4, 1983, duly filed in the Office of the Clerk of Circuit Court of Flagler County, Florida, on October 13, 1983, and recorded in Plat Book 27 at Page 5 through inclusive of the Public Records of Flagler County, Florida, and

WHEREAS, Parcel I, while not shown separately on the Plat of the Subdivision, consists of Lots One (1) through Sixty-five (65), inclusive, as shown on said Plat, and

WHEREAS, Parcel II, shown separately on said Plat, will be conveyed to the Association, as hereinafter, provided, by reference to the Subdivision Plat, and

WHEREAS, The Developer desires to construct single family residences known as townhouses, hereinafter referred to as Townhouses, on Lots One (1) through Sixty-five (65), and

WHEREAS, Parcel II is Common Space which is intended for the use and enjoyment of all lot owners in the Village Phase III Subdivision, and

WHEREAS the Developer desires to provide for the preservation of the values and amenities of the Properties, and, to this end, desires to subject the Properties to the covenants,

restrictions, easements, charges, and liens, hereinafter set forth, each and all of which is and are for the benefit of the Properties and each owner thereof, and

WHEREAS, the Developer has deemed it desirable for the efficient preservation of the values and amenities to create an entity to which should be delegated and assigned the powers of owning, administering, managing and operating Parcel II, and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created, and

WHEREAS, Developer has incorporated under the laws of the State of Florida, as a not for profit corporation, Village Drive Owners Association, Inc., , for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, the Developer declares that the Properties described in Article II, are and shall be held, transferred, sold, conveyed, leased, donated and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth, and subject to the provisions of said Plat of Subdivision.

ARTICLE I

DEFINITIONS

Section 1. The following words and terms when used in this Declaration, unless the context shall prohibit, shall have the following meanings:

A. Association shall mean and refer to Village Drive Owners Association, Inc., a Florida corporation not for profit, its successors and assigns.

B. Developer shall mean and refer to Village Concepts, Inc., a Florida corporation, its successors and assigns.

C. Parcel I shall mean and refer to the real property described and designated as such in Article II hereof.

D. Parcel II shall mean and refer to the real property described and designated as such in Article II hereof.

E. Properties shall mean and refer to Parcel I and Parcel II in the aggregate.

F. Plat shall mean and refer to the Village Phase III Subdivision Recorded Plat as recorded in the public records of Flagler County, Florida.

G. Lots shall mean and refer to, in the aggregate, Lots One (1) through Sixty-five (65), inclusive, as shown and described on the Plat, as heretofore defined, and all improvements constructed thereon.

H. Parcel shall mean and refer to any of the Parcels, as heretofore defined, and all improvements constructed thereon.

I. Owner shall mean and refer to the record owner, whether one or more persons or an entity or entities, of the fee simple record title to any Lot, as heretofore defined, but notwithstanding any applicable theory of the mortgage, shall not mean or refer to the mortgagee unless and until such mortgage has acquired record title pursuant to foreclosure or any proceeding in lieu of foreclosure.

J. Member shall mean and refer to all those Owners, as heretofore defined, as provided in Article IV, Section 2 hereof.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 1. The real property which is and shall be held, transferred, sold, conveyed, leased, donated and occupied subject to this Declaration is located in the City of Flagler Beach, Florida, and is more particularly described as follows:

A. Parcel I

Lots 1 through 65 of the Village Phase III Subdivision Plat.

B. Parcel II

Consists of all the real property comprising the Village Phase III Subdivision Plat, less and except Lots 1 through 65 inclusive and the dedicated right of way of Forrest Road.

ARTICLE III:

PROTECTIVE COVENANTS AND RESTRICTIONS

Section 1. No building, structure, alteration, addition or improvement of any character, including but not limited to exterior painting and roofing, other than interior alterations not affecting the external appearance of a building or structure, shall be permitted upon any portion of the Properties unless and until a plat of such structure, alteration, addition or improvement shall have been approved by the Association as to the quality of workmanship and materials, color, harmony of external design with surrounding structures, location with respect to topography and finished grade elevation, its effect on the outlook from surrounding property and all other factors which will in the opinion of the Association affect the quality of the planning and design of the Properties and the improvements thereof. No construction shall be commenced and no land shall be graded except in accordance with such approved plan or modification thereof similarly approved.

Section 2. No building or structure existing on the Properties or subsequently emplaced and approved by the Association shall be used for a purpose other than that for which the building or structure was originally designed without the approval of the Association.

Section 3. No fence, wall, tree, hedge or shrub planting shall be maintained on the Properties in such manner as to obstruct sight lines for vehicular traffic. Except as may be required to comply with the prior sentence, no tree on the Properties of a diameter of more than four inches measured two feet above ground level, lying without the approved building, driveway and parking areas, shall be removed without the approval of the Association.

Section 4. No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon that may be or become a nuisance or annoyance

in the neighborhood.

Section 5. No fence or wall of any kind shall be erected, begun or permitted to remain upon any portion of the Properties unless approved by the Association.

Section 6. No portion of any Lot shall be used except for residential purposes and for purposes incidental or accessory thereto, except for models used by the Developer for construction or sales activity.

Section 7. No sign of any nature shall be displayed to public view on the Properties except with the approval of the Association. The preceding shall not apply to signs of a temporary nature which offer the Lot for sale or lease.

Section 8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any portion of the Properties except that dogs, cats and other household pets (not exceeding two pets) may be kept provided they are not raised, bred or kept for any commercial purpose. No pets shall be permitted to roam at large and all shall be kept on leashes.

Section 9. If a connection to a master antenna or a community antenna television system is available to the Properties, no television or radio antenna shall be located on the Properties, unless approved by the Association.

Section 10. Only central heating and air conditioning systems shall be permitted on the Properties which shall not be exposed to public view.

Section 11. All lots are restricted to single family use. No Lot shall be reduced in size or further subdivided. No shed, trailer, portable building or other temporary building may be placed on any Lot. No exterior clothes lines or clothes drying shall be permitted.

Section 12. Except in covered containers or receptacles, no rubbish, trash, garbage or other solid or liquid waste material shall be placed, stored, or maintained on the Properties so as to be exposed to public view. All disposal shall be in dumpsters

provided by the Association.

Section 13. All motor vehicles shall be parked only on those portions of Parcel II which have been developed and designated for parking by the developer and any other areas of said Parcel II which from time-to-time may be approved and designated for parking by the Association. In addition to the requirements set forth herein relative to parking, all parking shall be subject to reasonable rules and regulations adopted by the Association from time-to-time. No vehicle shall be parked on any lot or road right-of-way or any other portion of Parcel II except as provided for above. No motor vehicle without a current license tag shall be parked or left unattended on the Properties. Recreational vehicles shall not be parked in excess of 72 hours. The overnight parking and/or storage of trucks over one ton capacity, vehicles used in commercial activities, boats and trailers is prohibited.

Section 14. In order to maintain the standard of the subdivision, each owner shall keep all lots owned by him and all improvements thereon in good order, repair, and free of debris including, but not limited to seeding, watering and mowing of all lawns; pruning and cutting of all trees and shrubbery and the painting or other exterior care of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. No weeds, underbrush, grass of 5 inches in height or other unsightly growths shall be permitted. In the event an owner shall fail to maintain the lot and improvements situated thereon as provided for herein. The Association shall mail a 15 day written notice by certified or registered mail to the last known property address of the owner advising owner of the failure to comply with the above provisions. Failure of the owner to correct the violation(s) within 15 days of mailing of said notice shall give the Association the right, but not the obligation, to enter upon the premises and correct the violation(s) and such entry shall

not be deemed trespassing. All costs related to such corrections, repair, restoration or maintenance shall become a special assessment upon such lot and secured by a lien as provided in favor of the Association.

Section 15. Should the Association elect to do so, then and in that event, all exterior maintenance including repairs to walls and roofs, painting, landscaping and lawn maintenance of lots and improvements may be provided by the Association. The Association shall have the right to make reasonable repairs and perform reasonable maintenance in its sole discretion. Any and all costs incurred by the Association in performing repairs or maintenance under this Section shall be paid out of the assessments levied by the Association; provided, however, that if damage, repair and maintenance other than ordinary wear and tear is caused by the Owner, his agents, guests, or invitees or others whose presence is authorized by the Owner, the Association shall have the right to impose a special assessment against said Owner to pay for the cost of repairs and replacement.

Section 16. An exterior low-voltage light post and fixture may be provided on each Lot by the Developer, for common area lighting. This light post and fixture will be connected independently to the electric meter of each lot Owner, and may not be disconnected or removed. All maintenance and expense of said post and fixture shall be borne by the Association other than electricity, which shall be the responsibility of the lot owner.

Section 17. No reflective foil, or other material or tinted glass shall be permitted on any windows except for tinted bronze glass and any such installation shall require the approval of the Association.

Section 18. In order to preserve and maintain proper drainage within the subdivision, no changes in elevation of any lot shall be made without the prior written approval of

Section 19. In the event the developer elects to install common mailbox facilities an individual mailbox shall be assigned to each Lot owner and the use thereof shall be subject to reasonable rules and regulations of the Developer and/or the Association as the case may be.

Section 20. Individual electric meters may be placed on a Lot to service that townhouse as well as the townhouses within a townhouse grouping. In that event duly authorized meter readers of Florida Power & Light, its successors or assigns, shall have the authority to enter upon any such Lot when necessary for the purpose of reading or maintenance of such meters. An easement is hereby reserved for ingress and egress of maintenance and repair over said Lot for all such utility purposes.

Section 21. All requests for approvals required by the Sections of Article III shall be submitted in writing to the Secretary of the Association. The Board of Directors of the Association shall approve, disapprove, or modify a request within thirty (30) days after receipt of such request by the Secretary of the Association. Notice of the decision of the Board as to any such request shall be communicated to the maker by certified mail, return receipt requested. The decision of the Board shall be final and binding as to all requests submitted pursuant to the Sections or Article III. If the maker of such request has not received notice of the decision of the Board of Directors within said thirty (30) day period, such request shall be deemed to have been granted. Anything to the contrary contained herein notwithstanding, the provisions of Article III shall not be applicable to the initial construction of improvements on the Properties which are undertaken by the Developer.

ARTICLE IV

THE ASSOCIATION

Section 1. Purposes and Powers. The Developer has

incorporated under the laws of the State of Florida, as a not for profit corporation, Village Drive Owners Association, Inc., true and complete copies of the Articles of Incorporation and the By-Laws of which are annexed hereto and made a part hereof as Exhibits A and B, respectively. The purposes of the Association are to promote the health, safety and welfare of the Members and to implement, administer, enforce and interpret the provisions of the Declaration. In furtherance thereof, the Association has the following powers:

A. To acquire the fee simple record title to Parcel II and all improvements thereon, which will be conveyed to it by the Developer, as hereinafter provided.

B. To hold, operate, manage, improve, replace, maintain and beautify Parcel II and all improvements thereon, without profit to itself, for the use, benefit and enjoyment of the Members of the Association.

C. To implement, administer, enforce and interpret the provision of this Declaration, the Articles of Incorporation and the By-Laws.

D. To establish, make, levy and collect annual operating and special assessments against each Member and against each Member's Lot.

E. To make, establish and enforce reasonable rules and regulations governing the use and enjoyment of all Parcels.

F. Except as may otherwise be provided in this Declaration, the Articles of Incorporation or the By-Laws, the corporation shall have all of the powers and privileges granted to corporations not for profit under the laws of the State of Florida.

Section 2. Membership: The following shall be Members of the Association and no other person or entity shall be a Member of the Association:

Every person or entity (including the Developer so

long as it is the record owner of a fee or undivided fee simple interest in any Lot) who is the record owner of a fee or undivided fee simple interest in any Lot (as this term is defined in the Declaration) which is subject by covenants of record to assessment by the Association shall automatically be a Member of the Association, provided that any such person or entity who holds such interest as a security for the performance of an obligation shall not be a Member, except of such person or entity acquires such interest pursuant to foreclosure or any proceeding in lieu of foreclosure. At such time as a person or entity is no longer the record owner of such interest, the membership in the Association of such person or entity shall automatically terminate. The interest of a Member in the funds, assets or real property of the Association cannot be conveyed, assigned, hypothecated or otherwise transferred except as an appurtenance to such Member's Lot. No Member shall bring or have the right to bring any action for partition or division.

Section 3. Voting Rights. Each Member shall be entitled to one (1) vote for each Lot in which such person or entity holds the interest required for membership. When more than one person or entity holds such interest or interests in any Lot all such persons or entities shall be Members, and the vote for such Lot shall be cast by the person or entity named in a certificate signed by all of such Members which certificate shall be filed with the Secretary of the Association. Such certificate shall be valid until revoked by a subsequent certificate. If such a certificate is not filed, the vote of such Members shall not be considered in determining the requirement for a quorum nor for any other purpose. All actions required to be taken by Members and all notices required to be communicated to Members shall be taken by and/or communicated to such Members as are entitled to vote.

Section 4. Association Control During Development.

Anything hereinabove to the contrary notwithstanding, until the completion of the Development Period, as defined below, no action of the membership shall be effective or binding without the consent of the Board of Directors of the Association. The Developer shall have the right to appoint all directors of the Association until record title to the 25th townhouse in the Village Phase III Subdivision shall have been transferred to an individual purchaser. After such transfer and until the expiration of the Development Period, the Association membership shall have the right to elect one of three directors of the Association, and the Developer shall have the right to appoint two of the directors of the Association. "The Development Period" shall be that period of time commencing with the recording of this Declaration in the Public Records of Flagler County, Florida, and ending with a date forty-five (45) days after the transfer of the fee simple title to the last Lot.

ARTICLE V

PROPERTY RIGHTS IN PARCEL II

Section 1. Location and Purpose. Parcel II as defined in Article II is hereby designated as "Common Area" intended for the use and enjoyment of all lot owners in the Village Phase III Subdivision. During the Development Period, Developer may, at his sole discretion develop and install improvements and facilities thereon such as roadways, sidewalks, trails, utilities, parking areas, recreational areas, swimming pool, clubhouse and additional facilities. Nothing contained herein shall be construed, however, as a representation, warranty or guarantee on behalf of the Developer to install said improvements and facilities; it remaining Developer's sole discretion to do so. All Common Areas together with the improvements thereon shall be conveyed to the Association as hereinafter provided for.

The Common Areas are to be devoted to and intended for the common use and enjoyment of the Owners and their families, guests, persons occupying townhouses as house guests or tenants, subject to the fee schedules and operating rules adopted by the Association.

Section 2. Use of Common Area. The Common Areas shall be and same are hereby declared to be subject to a permanent, non-exclusive easement in favor of all of the Owners of Lots lying within the Village Phase III Subdivision, for the use of such Owners, and the use of their immediate families, guests, licensees; invitees and others similar used for all proper and normal residential purposes, for the furnishing of services and facilities for which the same are reasonably intended, and for the quiet enjoyment of said Owners. Such non-exclusive easement shall be appurtenant to each Lot and shall pass with the title to each and every Lot regardless of said easement being referred to or described in any instrument of conveyance.

By accepting any instrument of conveyance or by taking possession or occupying of any townhouse, each such person does agree to abide by and comply with all rules and regulations promulgated by the Association for Common Area use. It being understood that the compliance with such rules and regulations is necessary for the orderly enjoyment of all Common Areas and facilities.

Section 3. Limitations on Use. Each Lot Owners permanent, non-exclusive easement for the use and enjoyment in and to the Common Areas shall be subject to and limited by the following:

(a) The right of the Association to suspend any Owner's right to use the Common Areas for any period during which an assessment against said Owner's Lot remains unpaid.

(b) The right of the Association to suspend an Owner's right and enjoyment to use the Common Areas for a period not to exceed 60 days for violation of the terms and conditions of the Declarations, the Articles and By-Laws or the rules and

regulations of the Association.

The foregoing limitations shall not be construed so as to permit the Association to suspend or limit an Owner's ingress or egress to his Lot or the use of parking areas.

Section 4. Operation and Maintenance. Upon conveyance of Parcel II to the Association as hereinafter provided for, it shall become the Associations responsibility to operate and maintain all Common Areas and improvements thereon. It shall be the obligation of the Association to access, levy, enforce and collect any and all assessments from the Members of the of the Association which are required in order to maintain, operate, administer and repair the Common Areas.

Section 5. Non-exclusivity. Should the Developer elect to install a swimming pool and/or clubhouse, (hereinafter referred to as Facility), the Developer, at all times prior to the conveyance of Parcel II and the Association thereafter, shall have the right to grant use rights to the Facility to the Lot Owners of Village Phase II Subdivision as recorded in Plat Book 26, Page 52, Public Records of Flagler County, Florida, their families, guests, leasees and invitees in and to the Facility. In that event the Developer or the Association as the case may be, shall establish fee schedules for membership and reasonable rules and regulations relating thereto to be paid and complied with by the Lot Owners of said Village Phase II Subdivision. Notwithstanding the foregoing, the granting of such use rights shall in no way invalidate any terms or provisions of this Declaration and shall not reduce or abate any assessment payments by Members of the Association.

Section 6. Rights of Developer. Developer as long as it is the Owner of any Lot, shall always have the right, both prior to and subsequent to any conveyance of the Parcel II to the Association, to use the Common Areas for all lawful purposes which right includes, but is not limited to, the following:

- (a) The right to use, occupy, demonstrate and show

all portions of the Common Areas for the purpose of promoting and aiding in the marketing, sale or rental of any portion of the real property subject to this Declaration. Such rights may not be exercised in an unreasonable manner inconsistent with the rights of the Association and its members to use, occupy and enjoy the Common Areas. The exercise of such rights by Developer shall not reduce, abate or suspend in any way the obligation of Association and its members to maintain, operate, administer and repair the Common Area.

(b) Display and erect signs, billboards and placards; and store, keep, exhibit and distribute printed, audio and visual promotional materials in and about the Common Area.

(c) Establish and promulgate rules and regulations concerning the use of the Common Area not inconsistent with any of the provisions of this Declaration.

Section 7. Insurance. (a) Upon conveyance of Parcel II to the Association, the Association shall carry, at its own expense, public liability insurance on Parcel II and improvements thereon, with limits of personal injury liability of not less than Five Hundred Thousand Dollars (\$500,000.00) with respect to any one person, and One Million Dollars (\$1,000,000.00) with respect to any one accident; the limits for property damage liability shall be in an amount not less than One Hundred Thousand Dollars (\$100,000.00). The policy shall be written for the use and benefit of the Developer. The Association's public liability policy shall include all necessary endorsements evidencing contractual coverage for this grant.

(b) The Association shall deliver to the Developer a Certificate of Insurance in compliance with the coverage obligations set forth herein together with evidence of payment thereof, including an endorsement which states that such insurance may not be changed, altered or cancelled except upon thirty (30) days prior written notice to the Developer.

(c) Except for the Developer's negligence, and notwithstanding any insurance requirement set forth herein, the Association shall indemnify and save the Developer and its officers, agents, servants and employees, harmless from and against any and all liability, damage, penalty, claim, loss, lien, action, suit, proceedings, costs or judgments arising from the Association's and Developer's use of Parcel II or from non-compliance with any law or regulation, or from injury or death to any person or injury to property sustained by anyone in and about Parcel II, whether justifiable or not, including attorneys fees (appellate or otherwise) and any expense in connection therewith. The Association shall, at its own costs and expense, and at Developer's election, defend any and all suits or actions which may be brought against the Developer or its officers, agents, servants and employees.

Section 8. Title to Parcel II. The Developer may retain the legal title to Parcel II until such time as it has completed improvements thereon, and until such time as, in the opinion of the Developer, the Association is able to administer the same but, notwithstanding any provision herein, the Developer hereby covenants for itself, its successors and assigns that it shall convey Parcel II and all improvements thereon, to the Association, at no cost and with no mortgage encumbering same, not later than six (6) months subsequent to the date of conveyance by the Developer of fee simple record title to the last Lot comprising Parcel I. Parcel II, (including roads, driveways, and parking areas), is intended for the exclusive common use and enjoyment of the Owners.

ARTICLE VI

COVENANT FOR OPERATING AND SPECIAL ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot by acceptance of a deed or other conveyance therefore, whether or not it shall be so expressed in any such deed or other conveyance, covenants

and agrees to pay the annual operating and any special assessments to the Association, such assessments to be fixed, established, and collected from time to time as hereinafter provided. Such assessments together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on each Lot and shall be a continuing lien upon the Lot against which each such assessments are made. Each such assessment, together with such interest thereon and cost of collection thereof, as hereinafter provided, shall also be the personal obligation of the person or entity that was the Owner of such property at the time when such assessments fell due. Lots owned by Developer shall not be subject to assessments, either annual or special.

Section 2. Exclusive Use. The assessments levied by the Association shall be used exclusively for the purpose of implementing the corporate purposes and powers of the Association and promoting the recreation, health, safety and welfare of the residents of the Property, including, but not limited to, the payment of taxes on the Common Areas and insurance thereon and repair, replacement and additions thereto, and for the cost of labor, equipment, materials, management and supervision thereof.

Section 3. Assessments in General, Budgets, Duties of the Board of Directors of Association Attendant Thereto.

The Association is hereby granted the right to establish, make, levy and collect annual operating and special assessments against the Owner of each Lot and against each Owner's Lot. In furtherance of said right, the following provisions shall be operative and binding upon the Owner of each Lot:

(a) All annual operating and any special assessments established, made, levied, and collected against the Owners and their lots shall be identical. Anything to the contrary contained herein notwithstanding, the conveyance of Parcel II by the Developer to the Association shall not be a condition

to the payment of assessments.

(b) The Board of Directors of the Association shall establish an annual budget and such budget shall project all operating expenses for the forthcoming year and capital replacements which are required to implement the purposes and powers of the Association. Any surplus remaining to implement the year's operating assessment shall be used to reduce the forthcoming year's operating assessments. Upon adoption of such annual budget by the Board of Directors of the Association, copies of said budget shall be delivered to each Owner and the annual operating assessment for said year shall be established based upon said budget, although the delivery of a copy of said budget to each Owner shall not affect the liability of any Owner for such assessment. Should the Board of Directors, at any time, determine, in the sole discretion of the Board of Directors, that the annual operating assessments levied are or may prove to be insufficient to pay the costs of implementing the purposes and powers of the Association, or in the event of necessity, said Board of Directors shall have the authority to levy such additional operating assessment or assessments as it shall deem to be necessary.

(c) The Board of Directors of the Association, in establishing said annual budget, may include therein a sum to be collected and maintained as a special fund for capital replacements. The amount collected and allocated to the special fund for replacements from time to time shall be maintained in a separate account by the Association, although nothing herein contained shall limit the Association from applying any monies in such special fund for replacements to meet other needs or requirements of the Association in implementing the purposes and powers of the Association.

(d) Until January 1, 1985, the annual assessment

for each lot shall be Fifteen Dollars (\$15.00) per month. Thereafter the amount of the annual assessment shall be determined as provided for herein and in the By-Laws of the Association.

(e) The annual assessment (pro-rated on a monthly basis) shall commence against each Lot on the first day of the month following its conveyance by Developer. Assessments shall be collected quarterly in advance on January 1, April 1, July 1 and October 1 of each year.

(f) The Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the properties and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by an Owner. Written notice of the assessment shall thereupon be sent to every Owner subject thereto. Failure to perform the foregoing directions by the Association shall not negate the obligation of the Owners to pay the assessments.

(g) In addition to the foregoing, each initial Owner shall pay an additional sum of One Hundred Dollars (\$100.00) to the Association. Such sum shall be a working capital contribution to the Association and shall be used by the Association for the purposes set forth herein. Said sum shall be due and payable in full at the time that each Owner acquires title to a Lot.

(h) In addition to the annual assessments 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 or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas including fixtures and personal property related thereto, provided that such assessment

shall have the assent of fifty-one percent (51%) of the votes of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members at least ten (10) days in advance and shall set forth the purpose of the meeting.

Section 4. Effect of Non-payment of Assessments, the Personal Obligation of the Owner, the Lien, Remedies of Association. If the assessments as provided for herein are not paid on the date when due, then such assessments shall become delinquent and shall, together with such interest thereon and cost of collection thereof, as hereinafter provided, thereupon become a continuing lien on the Lot which shall bind such Lot in the hands of the then Owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then Owner to pay such assessments, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

If the assessments are not paid within thirty (30) days after the due date, a Five Dollar (\$5.00) per month late charge shall be added thereto and the assessments shall bear interest from the date of delinquency at twelve percent (12%) per annum until paid. The Association may bring an action at law against the Owner, personally obligated to pay the same or to foreclose, as hereinafter provided, the lien against the Lot. There shall be added to the amount of such assessments 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 assessments, as above provided, and attorney's fees together with the costs of the action.

The lien herein established may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. The lien granted herein shall also secure such

payment of or advances for taxes and payments on superior mortgages, liens, or encumbrances which may be required to be advanced by the Association in order to protect its interests, and the Association shall be entitled to interest computed on the basis of advances made from time to time at the highest legal rate of interest on all such advances.

All persons, firms, corporations, and other business entities, which shall acquire, by whatever means, any interest in the ownership of any Lot, or who may be given or who may acquire a mortgage, lien or other encumbrance on a Lot are hereby placed on notice of the lien rights granted to the Association under this Declaration and all of such persons, firms, corporations, and other business entities shall acquire their rights, title and interest in and to such Lot expressly subject to the lien rights provided herein.

The lien created pursuant to this Declaration shall be effective from and after the recording in the Public Records of Flagler County, Florida, of a Claim of Lien stating the description of the Lot encumbered by the lien, the name of the Owner of the Lot, the amounts due and the date when the same become due. The lien shall continue in effect until all sums secured by the lien have been fully paid. The Claim of Lien may include assessments which are due and payable when the Claim of Lien is made and recorded, plus interest, collection costs, attorneys' fees, and advances to pay taxes and prior encumbrances and interest thereon, all as provided herein. The Claim of Lien shall be signed and verified by the President or the Vice President of the Association. When full payment of all sums secured by such lien is made, the Claim of Lien shall be satisfied of record by the President or Vice President of the Association. Institution of a suit of law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election

by the Association which will prevent its thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit of law to attempt to effect collection of any sum then remaining owing to the Association.

Section 5. Subordination of the Lien. The assessments lien provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the Lot subject to assessments and it shall be subordinate to any Claim of Lien, provided that such mortgage or mortgages or Claim of Lien is recorded prior to the Association's Claim of Lien. Such subordination, however, shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such Lot from liability for any assessments thereafter becoming due nor from the lien of any such subsequent assessments.

Section 6. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein:

- A. All Lots owned by the Developer.
- B. Parcel II as defined in Article I, Section 1 hereof. Except as provided above, no Lots or improvements thereon shall be exempt from said assessments, charges or liens.

ARTICLE VII

PARTY WALLS

Section 1. General Rules of Law to Apply. Each wall, built as part of the original or any subsequent construction of any Townhouse, which is placed on the dividing lien between any Lot shall constitute a party wall and the general rules of the law of the State of Florida regarding liability for

property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Sharing of Repair and Maintenance. The cost of repair and maintenance of a party wall shall be shared by each party wall Owner, and each party wall shall be maintained in a good state of repair.

Section 3. Cross Easements. Each Owner shall be entitled to the benefit of a cross-easement for the support of the roof by the party wall and shall do nothing to interfere with said easement. Likewise, each Owner shall be entitled to an easement for encroachment by the party wall on and over the property of the adjoining Owner. In the event of destruction of a party wall, or other divisional structural support, it shall be relocated so as to rest on the common property line dividing each unit.

Section 4. Access. For the purpose of providing access to each Owner of a boundary line wall or structure to permit painting, maintenance, repairs or reconstruction of such wall or structure that abuts such Owner's boundary line, the adjoining Owner or Owners of each Lot which abuts such boundary line or structure hereby give and grant a perpetual easement to the Owner or Owners of such wall or structure to enter upon the property of such adjoining Owner or Owners for the specific purpose of painting, maintenance, repair or reconstruction of such wall or structure. Such entry will be made in a reasonable manner and only at reasonable times, and any damage caused by such entry shall be repaired as soon as practicable and at the expense of the Owner of the wall or structure who causes such entry to be made. In the event of any controversy, the decision of the Directors of the Association shall control.

Section 5. Perpetual Easement. In the event that any portion of any structure originally constructed by the Developer, including any boundary line wall, shall protrude over an adjoining Lot, such structure or boundary line wall shall not be deemed to be an encroachment upon the adjoining Lot. In the event there is such protrusion, the owner or owners of the Lot on which such protrusion extends shall be deemed to have granted a perpetual easement to the adjoining owner or owners for continuing maintenance and use of such projection or boundary wall, including any replacement thereof.

Unofficial Document

ARTICLE VIII

MAINTENANCE AND REPAIRS OF UTILITIES AND ROADWAYS

Section 1. Common Utility Lines. If a utility line and/or any equipment related thereto serves more than one Lot, a perpetual easement for any such utility line and the equipment related thereto is hereby created and established across, through, under and over, as the case may be, and in locations as required, each Lot commonly served, for the purpose of installing, connecting, (except for initial installation and connection to be undertaken by the Developer in accordance with its plans and specifications) replacing, repairing and maintaining any such utility line and the equipment related thereto, and for the purpose of the common use and benefit of any such utility line by the Owner of each Lot commonly served. Such easement shall include the right of ingress and egress, provided that any damage resulting therefrom shall be promptly repaired or replaced at the expense of the person or entity which directed the entry. Such easement shall be appurtenant to each Lot commonly served and shall pass with the title to such Lot regardless of whether such easement is referred to or described in any instrument of conveyance.

Section 2. Maintenance and Repair of Utility Lines. Any cost associated with the installment, connection (except for initial installation and connection), replacement, repair, maintenance, or use of all utility lines and the equipment related thereto and situate on Parcel II shall be paid by the Association.

Section 3. Other Utility Costs. Each Owner of a Lot shall be solely responsible for and pay any cost for the installation, replacement, repair, maintenance, or use of any utility line which is located within the confines of each Owner's Lot.

Section 4. Roadways. It shall be the duty and obligation of the Association to maintain and repair all sidewalks, paths, walks, parking areas and roadways (except Forrest Road), contained within Parcel II.

Section 5. Common Property. All utility lines, equipment on Parcel II and Village Drive shall remain private and owned by the Association. The City of Flagler Beach shall have no responsibility or obligation to maintain same.

ARTICLE IX

EASEMENT FOR UNINTENTIONAL AND
NON NEGLIGENT ENCROACHMENTS

In the event that improvements constructed on any Lot shall encroach upon any other Lot or upon Parcel II for any reason not caused by the purposeful or negligent act of the Owner thereof, then an easement appurtenant to such Lot shall exist for the continuance of such encroachment unto such other Lot or unto Parcel II for so long as such encroachment shall naturally exist.

ARTICLE X

INSURANCE

Section 1. Owners. Each Owner shall maintain in full force and effect a Casualty Insurance Policy covering his Lot in an amount equal to the maximum insurance replacement value thereof as determined annually by the insurance carrier. Such policy shall afford protection against loss or damage by fire or other hazards covered by the standard extended coverage and other perils endorsement and such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings similar in construction, location and use to each Townhouse. Such policy shall contain a provision providing that, in the event of cancellation, the Association shall pay the premium and it shall assess such Owner for the premium. The obligation to pay such assessment

shall be identical to the obligation to pay annual operating and special assessments as provided in Article VI and, if such assessments is not paid paid by such Owner, the Association shall have the same rights and remedies it has for the non-payment of assessments. Proof of insurance shall be provided to the Association by Owner.

Section 2. Loss or Damage. In the event loss or damage occurs to any townhouse, any payment under the policy shall be made jointly to the Lot Owner and to the institutional holders of mortgages thereon; in the event there is no mortgage holder, the payments shall be made jointly to the parcel Owner and the Association. Said proceeds shall be expended or disbursed as follows:

(a) All Association officers and employees handling funds, if applicable, shall be bonded at least to the full extent of the insurance proceeds and other funds on hand, and all payees shall endorse the insurance company check to the Association, and the Association will promptly contract for the necessary repairs to the improvements within the damaged townhouse.

(b) The improvements shall be completely restored and repaired. The Association shall negotiate and obtain a contractor willing to do the work on a fixed price basis and shall disburse the insurance proceeds and other funds in accordance with the progress payments contained in the contract between the Association and the contractor, which construction contract shall be subject to written approval of the institutional mortgagee or mortgagees holding a mortgage or mortgages and the Owner.

(c) Under all circumstances, the Association hereby has the authority to act as the agent of all Owners for the

purpose of compromising or settling insurance claims for damage to the improvements.

Section 3. Association. The Association shall carry such casualty, liability and other insurance as determined by the Board of Directors to be in the best interests of the Members of the Association.

ARTICLE XI

TERMINATION AND AMENDMENT

Section 1. Except as set forth in Sections 3 and 4, below, the Developer hereby reserves the right to amend, modify or rescind all or any part of this Declaration as it deems necessary or desirable, in its sole discretion, as long as it is the Owner of any Lot and as long as such amendment or modification does not substantially adversely change the Subdivision Plat.

In addition to the foregoing, the Owners of seventy-five percent (75%) of the Lots, with written consent of Developer, if the Developer then owns any Lots, may amend, modify or rescind such provisions of this Declaration as they deem necessary or desirable.

In the event of any amendment or termination hereunder, the President and Secretary of the Association shall execute a certificate under oath reciting that the amendment was adopted at a meeting duly called at which a quorum was present in person or by proxy, and that at least a minimum percent of those entitled to cast a vote approved the amendment; provided, however, that if such amendment or modification is made solely by the Developer as herein provided, it shall cause an appropriate certificate to be executed. The foregoing certificates evidencing approval of the amendment or modification to this Declaration shall be filed of record in the Public Records of Flagler County, Florida, along with the amendment or modification adopted. It shall not be necessary for Owners to join in any document to

effectuate the amendment or modification.

Section 2. If in the future these covenants and restrictions are amended to create any "right of first refusal", any such right shall not impair the rights of a first mortgagee to:

- (a) Foreclose or take title to a townhouse pursuant to the remedies provided in the mortgage, or
- (b) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or
- (c) Sell or lease a townhouse acquired by the mortgagee.

Section 3. Notwithstanding the provisions of Section 1, unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned) or owners (other than the Developer) of the individual townhouses have given their prior written approval, the Association shall not be entitled to:

- (a) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the common property owned, directly or indirectly, by such Homeowners' Association for the benefit of the Owners (the granting of easements for public utilities or for other public purposes consistent with the intended use of such common property shall not be deemed a transfer within the meaning of this clause);
- (b) Change the method of determining the obligations, assessments, dues or other charges which may be levied against an individual Lot Owner;
- (c) By act or omission change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of units, the exterior maintenance of units, the maintenance of the common property, party walls and parking areas, or the upkeep of lawns and plantings;
- (d) Fail to maintain fire and extended coverage on

insurable common property on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost);

(e) Use hazard insurance proceeds for losses to any common property for other than the repair, replacement or reconstruction of such common property.

Section 4. The Developer intends that the provisions of this Declaration meet and be consistent with the Federal Home Loan Mortgage Corporation (FHMLC) Secondary Mortgage Market requirements in effect on the date hereof. Unless at least two-thirds (2/3) of the first mortgagees (based upon one vote for each first mortgage owned) or owners (other than the Developer) have given their prior written approval, not to be unreasonably withheld, no amendment of this Declaration shall be effective if such amendment would disqualify or preclude the purchase of first mortgages on the FHMLC Secondary Mortgage Market.

ARTICLE XII

GENERAL PROVISIONS

Section 1. The covenants, conditions and restrictions of this Declaration shall constitute covenants running with the land and each shall constitute an equitable servitude upon the Owner of each Lot and the appurtenant undivided interest in the Common Areas and upon the heirs, personal representatives, successors and assigns of each Owner. This Declaration shall be binding and of full force and effect for a period of thirty (30) years from the date this Declaration is recorded in the Public Records of Flagler County, Florida, after which time this Declaration shall automatically be extended for successive twenty year (20) periods, unless an instrument signed by not less than seventy-five percent (75%) of the then record Owners of the Lots is recorded containing an agreement of said Owners with respect to the alteration, change, modification or termination,

in whole or in part, of the provisions of this Declaration.

Section 2. Association. As long as the Developer has rights and obligations under this Declaration, the Association may not use its resources nor take a public position in opposition to the Developer's Plan of Development, as the same may be amended, or its sales activities.

Section 3. Notices. Any notices, demands, requests, consents or other communications required or permitted to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person or entity who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 4. Enforcement. Enforcement of the terms, conditions, restrictions, covenants, reservations, liens and charges contained in this Declaration shall be by any proceeding at law or in equity against any person or entity violation or attempting to violate any of same, either to restrain violation or to recover damages, or against any real property subject to this Declaration or to enforce any lien rights hereunder. Any such proceeding, action or suit may be brought by the Association, any Owner or the Developer. Failure by any Owner, the Association or the Developer, to enforce any covenant or restriction contained herein for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same. Should it become necessary to institute legal action against a member of the Association to enforce compliance with this Declaration, the Articles and By-Laws of the Association, or the Rules and Regulations of the Association, upon a finding by a court in favor of the Association, Owner or Developer, the defendant member shall reimburse the said party for its costs of suit, including reasonable attorney's fees at both trial and appellate level incurred by it in bringing such action.

Section 5. Transferability of Developer's Rights.

All rights and privileges of the Developer under this Declaration shall be fully assignable and transferable. In the event of such transfer or assignment, the term "Developer" as used herein shall be deemed to include such assignee or transferee.

Section 6. Severability. Invalidation of any one of the provisions of this Declaration by judgment or court order shall in no way affect any provision which shall remain in full force and effect.

Section 7. Title and Captions. Section titles or other captions contained in this Declaration are inserted only as a matter of convenience and for reference purposes and in no way define, limit, extend or describe the scope of the Declaration or the intent of any provision hereof.

Section 8. Person or Gender. Whenever the singular number is used in this Declaration and when required by the context, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

Section 9. Applicable Law. The provisions of this Declaration and any dispute arising hereunder shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the Developer has caused this Declaration of Covenants and Restrictions to be executed this 14 day of Oct., 1983.

Signed in the presence of:

[Signature]
Jackie M. Gannon

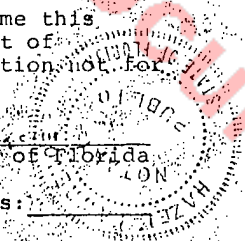
VILLAGE DRIVE OWNERS ASSOCIATION, INC., a Florida corporation not for profit.

By [Signature]

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 14 day of Oct., 1983, by Gus Simos, President of Village Drive Owners Association, Inc., a Florida corporation not for profit.

[Signature]
Notary Public, State of Florida
at Large
My Commission expires: _____



ARTICLES OF INCORPORATION
OF
VILLAGE DRIVE OWNERS ASSOCIATION, INC.

(A corporation not for profit under
the laws of the State of Florida)

In order to form a corporation under and in accordance with the provisions of the law of the State of Florida for the formation of corporations not for profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth:

ARTICLE I

NAME

The name of the corporation shall be VILLAGE DRIVE OWNERS ASSOCIATION, INC. for convenience, the corporation shall be referred to in this instrument as "The Association".

ARTICLE II

PURPOSE

2.1 The purpose for which the Association is organized is to provide an entity to carry out and accomplish the purposes described in the Declaration of Covenants and Restrictions for THE VILLAGE PHASE III SUBDIVISION, (hereinafter called "The Declaration"), as recorded in the Public Records of Flagler County, Florida, and, to undertake the management, maintenance, operation, ownership and other duties relating to the property

for the common benefit of lots described in the above Declaration.

2.2 The Association shall make no distributions of income to its members, directors or officers, being conducted as a nonprofit organization for the benefit of its members.

ARTICLE III

POWERS

The Association shall have the following powers:

3.1 The Association shall have all of the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles.

3.2 The Association shall have the power to administer and enforce the provisions of the Declaration more fully described in Article 2 above and all of the powers reasonably necessary to carry out the responsibilities and duties conferred upon it by the Declaration, as it may be amended and supplemented from time to time, including but not limited to, the following:

- a) To make and establish reasonable rules and regulations regarding the use of Association property subject to its jurisdiction.
- b) To make and collect assessments against members of the Association to defray the cost, expenses and losses of the Association.
- c) To use the proceeds of assessments in the exercise of its powers and duties.
- d) To own, maintain, repair, replace, operate and

manage the Association property, including the right to reconstruct improvements after casualty and to make and construct additional improvements upon the Association property, and including the right to own, maintain and repair a residence for the Association manager.

e) To purchase insurance upon the Association property and improvements and insurance for the protection of the Association and its members.

f) To enforce by legal means the provisions of the Declaration of Covenants and Restrictions, as amended from time to time, these Articles of Incorporation, the By-Laws of the Association which may be hereafter adopted and the rules and regulations governing the use of the Association property.

g) To contract for the management of the Association property and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Declaration of Covenants and Restrictions to have approval of the Board of Directors or the membership of the Association.

h) To borrow money and to mortgage, pledge, or hypothecate the assets of the Association as security for the repayment thereof.

i) To employ personnel and engage such professional assistance as may be necessary to perform the services

required for the proper operation of the Association and its properties.

j) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association pursuant to the Declaration of Covenants and any Declaration supplementary thereto.

k) To organize, promote and support undertakings and activities for the benefit and general welfare of the residents of THE VILLAGE PHASE III SUBDIVISION.

3.3 All funds and the titles to all properties acquired by the Association, and their proceeds, shall be held for the benefit of the members of the Association in accordance with the provisions of the Declaration, these Articles of Incorporation and the By-Laws.

ARTICLE IV

MEMBERS

The qualifications of the members, the manner of their admission to membership and termination of such membership, and voting by members shall be as follows:

4.1 The membership of the Association shall consist of every person who is the record owner of a fee estate or life estate in any lot in THE VILLAGE PHASE III SUBDIVISION.

4.2 Immediately upon the divestment of a member's ownership interest in a lot, regardless of the means by which such ownership may be divested, such owner's membership shall terminate.

Any successor owner shall be entitled to membership upon providing written notice to the Association of such ownership interest. At the request of the Association, the successor owner shall provide the Association with a certified copy of the instrument evidencing his ownership interest.

4.3 The interest of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his lot. The funds and assets of the Association belong solely to the Association, subject to the limitation that the same be expanded, held or used for benefit of the membership and in the By-Laws which may be hereafter adopted.

4.4 On all matters on which the membership shall be entitled to vote, there shall be one vote appurtenant to each lot, in THE VILLAGE PHASE III SUBDIVISION. Votes may be exercised or cast by the owner or owners of each lot as may be provided in the Declaration of Covenants and Restrictions and the By-Laws hereafter adopted by the Association. During the period of development, as such term is defined in Section 4 of Article IV of the Declaration, the voting rights of the membership are restricted as provided in said Article IV.

ARTICLE V

PRINCIPAL OFFICE AND DESIGNATION OF RESIDENT AGENT

The principal office of the Association shall be located at 1701 Moody Boulevard, Flagler Beach, Flagler County, Florida, but the Association may maintain offices and transact business

in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors. The Board of Directors shall also have the right to relocate the principal office. The initial resident agent of the Association shall be MICHAEL D. CHIUMENTO, whose address is 326 Moody Boulevard, Flagler Beach, Florida 32036. The Board of Directors may, from time to time, change the resident agent by designation filed in the office of the Secretary of State.

ARTICLE VI

DIRECTORS

6.1 The affairs of the Association will be managed by a Board consisting of not less than three (3) nor more than nine (9) directors. Directors need not be members of the Association.

6.2 During the period of Development, as defined in the Declaration, Directors shall be elected or appointed as provided in the Declaration and the By-Laws thereafter.

6.3 The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
GUS SIMOS	9 Twelve Oaks Trail Ormond Beach, Florida 32074
DONALD R. DeROSA	38-A Collingwood Lane Palm Coast, Florida 32037
HAZEL LAWRENCE	2257 South Central Avenue Flagler Beach, Florida 32036

6.4 The Board of Directors shall elect a President, Vice-President, Secretary-Treasurer, and as many Assistant Secretaries as the Board of Directors shall determine. The President shall be elected from among the membership of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are non imcompatible; provided, however, that the office of President and Vice-President shall not be held by the same person, nor shall the President be also the Secretary-Treasurer or an Assistant Secretary.

ARTICLE VII

OFFICERS

The affairs of the Association shall be administered by the officers elected by the Board of Directors. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

<u>NAME</u>	<u>TITLE</u>	<u>ADDRESS</u>
GUS SIMOS	President	9 Twelve Oaks Trail Ormond Beach, Florida
DONALD R. DeROSA	Vice President and Assistant Secretary	38-A Collingwood Lane Palm Coast, Florida
HAZEL LAWRENCE	Secretary	2257 South Central Avenue Flagler Beach, Florida

INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expense and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approved such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE IX

BY-LAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the By-Laws.

Official Document

ARTICLE X

TERM

The term of the Association shall be perpetual.

ARTICLE XI

AMENDMENTS

Except as otherwise herein provided, amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

11.1 Any amendment may be proposed by the Board of Directors of the Association acting upon a vote of a majority of the directors, or by members of the Association to whose lots 50% of the total votes are appurtenant, whether meeting as members or by instrument in writing signed by them.

11.2 Upon any amendment or amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association or other officer of the Association in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a day no sooner than ten (10) days nor later than thirty (30) days from the receipt by him of the proposed amendment or amendments, and it shall be the duty of the secretary to give to each member written or printed notice of such meeting, stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form. Such notice shall be mailed to or presented personally to each member not

less than ten (10) nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. In order to become effective, the proposed amendment or amendments must be approved by the affirmative vote of a majority of the total votes appurtenant to all lots subject to Association assessment.

A copy of each amendment, after it has become effective, shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of Florida, and upon the registration of such amendment or amendments with the Secretary of State, a certified copy thereof shall be recorded in the Public Records of Flagler County, Florida.

11.3 At any meeting held to consider any amendment or amendments of these Articles of Incorporation, the written vote of any member of the Association shall be recognized, if such member is not in attendance at such meeting or represented thereat by proxy, provided such written notice is

delivered to the Secretary of the Association at or prior
to such meeting.

OFF. REC. 221 PAGE 569

11.4 No amendment of these Articles shall be made that is in conflict with the Declaration of Covenants and Restrictions of VILLAGE PHASE III SUVDIVISION. No amendment to these Articles of Incorporation which shall abridge, amend or alter these rights of the developer may be adopted or become effective without the prior written consent of the developer.

ARTICLE XII


SUBSCRIBERS

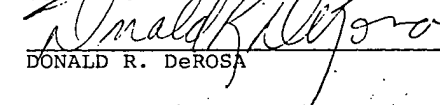
NAMES

GUS SIMOS residing at 9 Twelve Oaks Trail, Ormond Beach, Florida.

DONALD R. DeROSA residing at 38-A Collingwood Lane, Palm Coast, Florida.

IN WITNESS WHEREOF, the subscribers have affixed their signatures, this 10th day of October, 1983.


GUS SIMOS (SEAL)


DONALD R. DeROSA (SEAL)

STATE OF FLORIDA
COUNTY OF FLAGLER

I HEREBY CERTIFY that on this day, before me a Notary Public, duly authorized in the State and County named above to take acknowledgments, personally appeared GUS SIMOS and DONALD R. DeROSA, to me well known to be the persons described as Subscribers in and who executed the foregoing Articles of Incorporation and they acknowledged before me that they subscribed to said Articles of Incorporation.

WITNESS my hand and official seal in the County and State named above this 10th day of October, 1983.

/s/ Jackie M. Cramer
Notary Public, State of Florida
at Large
My Commission expires: March 8, 1984

The undersigned, having been named to accept service of process for the above stated Corporation, at the place designated in Article 5 of the Articles of Incorporation, hereby accepts to act in this capacity and agrees to comply with the provisions of Section 48.091, Florida Statutes, relative to keeping open said office.

/s/ Michael D. Chiumento
Date October 10, 1983

Unofficial Document

BY-LAWS

OF

VILLAGE DRIVE OWNERS ASSOCIATION, INC.

A corporation not for profit under the laws of the State of Florida

ARTICLE I

IDENTITY

1. These are the By-Laws of Village Drive Owners Association, Inc., a corporation not for profit under the laws of the State of Florida, hereinafter called "Association." The Association has been organized for the purpose of operating and administering the recreational and other common facilities for the use and benefit of the residents of The Village Phase III Subdivision, (hereinafter "The Village").
2. The office of the Association shall be at 1701 Moody Boulevard, Flagler Beach, Florida, or at such other place as the Board of Directors may determine from time to time.
3. The fiscal year of the Association shall be the calendar year.
4. "Developer" as used herein shall mean Village Concepts, Inc., or a successor, to whom said corporation may transfer its rights as Developer or an entity which may succeed to such rights by operation of law.
5. "The Declaration of Covenants and Restrictions" as used herein shall mean the Declaration of Covenants and Restrictions of The Village Phase III, as recorded in the Public Records of Flagler County, Florida.

ARTICLE II

MEMBERSHIP, VOTING, QUORUM AND PROXY

1. The qualifications of members, the manner of their admission to membership, termination of such membership, and voting by members shall be as set forth in the Declaration of Covenants and Restrictions in Article 4 of the Articles of Incorporation of the Association, and such provisions are

incorporated herein by reference.

2. A quorum at members' meetings shall consist of persons, present in person or by proxy, entitled to cast a majority of the votes of the entire membership.
3. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated therein and must be filed with the Secretary before the appointed time of the meeting.
4. Except where otherwise required under the provisions of the Articles of Incorporation of the Association, these By-Laws, the Declaration of Covenants and Restrictions, or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the lots represented at any duly called members' meeting at which a quorum is present, shall be binding upon the members.

ARTICLE III

ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

1. Annual meetings of the membership shall be held on the first Saturday of May at a time and place to be designated by the Board of Directors of the Association.
2. A special membership meeting shall be held for the purpose of electing a Director as provided for in Section 4 of Article IV of the Declaration of Covenants and Restrictions. A special meeting shall be called by the President or Secretary promptly after the 25th townhouse in The Village shall have been conveyed by the Developer, such meeting to be held on a date within forty-five (45) days after such conveyance.
3. Except in those situations provided for in Paragraph 2 above, special membership meetings shall be held whenever called for by a majority of the Board of Directors, and after expiration of the Period of Development (as defined in the Declaration of Covenants and Restrictions) must be called upon receipt of a written request therefor by members of the Association owning more than one-half (1/2) of the residences.
4. Notice of all members' meetings, regular or special, shall be given by the President, Vice-President, or Secretary of the Association to each member, unless waived in writing; and such notice shall be written or printed and shall state

the time and place and purpose for which the meeting is called. Such notice shall be given to each member not less than ten (10) days nor more than sixty (60) days prior to the date set for such meeting, which notice shall be mailed or presented personally to each member. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mails, addressed to the member at his post office address as it appears on the records of the Association, the postage thereon prepaid. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any member may waive notice, and such waiver, when filed, in the records of the Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. If any members' meeting cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice.

5. At meetings of membership, the President shall preside, or in his absence, the Vice-President shall preside, or, in the absence of both, the membership shall select a chairman.
6. The order of business at Annual Members' Meetings and, as far as practical, at any other members' meetings, shall be as follows:
 - a. Calling of the roll and certifying of proxies.
 - b. Proof of notice of meeting or waiver of notice.
 - c. Reading of minutes.
 - d. Reports of Officers.
 - e. Reports of Committees.
7. Notwithstanding anything else herein contained, until the expiration of the Period of Development (as described in the Declaration of Covenants and Restrictions), the proceedings of any meetings of members of the Association other than for the election of a Director shall have no effect, unless expressly approved in writing by the Board of Directors.

ARTICLE IVDIRECTORS

1. The affairs of the Association shall be managed by a Board of Directors. Until the 25th townhouse in The Village Phase III shall have been transferred of record to an individual purchaser, the Directors named in the Articles of Incorporation shall constitute the Board of Directors, and in the event of a vacancy, the Developer shall have the right to appoint a successor. Upon the conveyance of record of the 25th townhouse, the Board of Directors shall forthwith call a special meeting of membership for the purpose of electing a Director who shall replace HAZEL LAWRENCE, or her successor. Such Director elected by the members shall serve until the expiration of the Period of Development, and in the event of the death, resignation or removal of such Director, his successor shall be elected by the owners other than the Developer. During the Period of Development, the remaining two (2) Directors shall be GUS SIMOS and DONALD R. DeROSA, and in the event of the death, resignation or removal of either of them, the Developer shall have the right to appoint the successor.
2. Upon the termination of the Period of Development, the Board of Directors shall forthwith call a special meeting of the membership for the election of successor Directors for all three (3) members of the initial Board, and the Directors so elected by the membership shall serve until the next regular meeting of the Board of Directors, or until their successors have been elected and qualified.
3. Election of Directors shall be by written ballot (unless dispensed with by unanimous consent) and by plurality of the votes cast, each person voting being entitled to cast as many votes as there are Directors to be elected, provided, however, there shall be no cumulative voting, and each member shall not cast more than one (1) vote for any person nominated as a Director.
4. Any elected Director may be removed by concurrence of two-thirds (2/3) of the vote of the entire membership at a special meeting of the members called for that purpose. The vacancy on the Board of Directors so created shall be filled by the members of the Association at the same meeting. A Director appointed by Developer may be removed by Developer by a written notice to the Board of the Director's removal and naming his successor.

5. The organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election, at such place and time as shall be fixed by the Directors at a meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.
6. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director in writing personally or by mail, or telegraph, at least three (3) days prior to the day named for such meeting.
7. Special meetings of the Directors may be called by the President and must be called by the Secretary, at the written request of a majority of the Directors. Not less than three (3) days' notice of the meeting shall be given to each Director in writing personally or by mail, or telegraph, which notice shall state the time, place and purpose of the meeting.
8. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent of the giving of notice.
9. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors.
10. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting, from time to time, until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice.
11. The presiding officer of Directors' meetings shall be the Chairman of the Board, who shall be elected by a majority vote of the Directors. A Vice Chairman shall also be elected to preside in the absence of the Chairman. The Directors present shall designate one of their number to preside in the absence of the Chairman and Vice Chairman.
12. The order of business at Directors' meetings shall be as follows:

- a. Calling of roll.
 - b. Proof of due notice of meeting.
 - c. Reading of minutes and disposal of any unapproved minutes.
 - d. Reports of officers and committees.
 - e. Election of officers.
 - f. Unfinished business.
 - g. New business.
 - h. Adjournment.
13. The undertakings and contracts authorized by the initial Board, consisting in whole or in part of Developer's appointees, shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership after Developer has relinquished control of the Association, notwithstanding the fact that members of the initial Board may be Directors or officers, of, or otherwise associated with, the Developer, or other entities doing business with the Association.

ARTICLE V

OFFICERS

1. The executive officers of the Association shall be a President; a Vice President, and a Secretary-Treasurer, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any meeting. Any Director of the Association may also be an officer of the Association. The Board of Directors may also appoint one (1) or more Assistant Secretaries to act in the absence of the Secretary.
2. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of the president of an association, including, but not limited to, the power to appoint committees from among the members, from time to time, as he may, in his discretion, deem appropriate, to assist in the conduct of the affairs of the Association.

3. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other duties as shall be prescribed by the Directors.
4. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving and serving of all notices to the members and Directors, and such other notices as may be required by law. He shall have custody of the seal of the Association and shall affix the same to instruments requiring a seal, when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association and as may be required by the Directors or President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.
5. The Treasurer shall have custody of all of the property of the Association, including funds, securities and evidence of indebtedness. He shall keep the assessment rolls and accounts of the members; he shall keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties incident to the office of the Treasurer.
6. The compensation of all officers and employees of the Association shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the Association; neither shall it preclude the contracting with a Director, or a person, firm or entity with which a Director is associated, for services to or management of the Association.

ARTICLE VI

FISCAL MANAGEMENT

1. The assessment roll shall be maintained in a set of accounting books, in which there shall be an account for each lot. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which assessments are due, the amounts paid upon the account, and the balance due upon assessments.

2. Commencing at the year of adoption of these By-Laws, the Association shall adopt a calendar year as its fiscal year. The Board of Directors shall adopt a budget and assessment notice for each fiscal year on or before December 1st of the year preceding the fiscal year. Copies of the budget and assessment notice shall be transmitted to each member of the Association, the delivery of a copy of any budget shall not affect the liability of any member for such assessment, not be considered as a condition precedent to the effectiveness of the budget and the assessment levied pursuant thereto; and nothing herein contained shall be construed as restricting the right of the Board of Directors at any time, in its sole discretion, to levy any additional assessment for emergency or for any anticipated deficit in expenses of operation and management.

ARTICLE VII

PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these By-Laws or with the Statutes of the State of Florida.

ARTICLE VIII

AMENDMENTS TO BY-LAWS

Amendments to these By-Laws shall be proposed and adopted in the following manner:

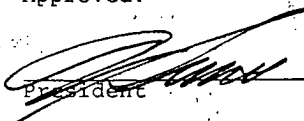
1. Amendments to these By-Laws may be proposed by the Board of Directors of the Association or by instrument, in writing, signed by a majority of the members.
2. Such proposed amendment or amendments shall be transmitted to the President of the Association, or other Officer of the Association in the absence of the President who shall, thereupon, call a Special Meeting of the members of the Board of Directors of the Association and the membership for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by such Officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each


member written notice of such meeting in the same form and in the same manner as notice of the calling of Special Meeting of the members is required, as herein set forth.

3. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of a majority of the entire membership of the Board and by an affirmative vote of the members owning not less than a majority of the lots. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the Secretary of the Association, and a copy thereof shall be promptly recorded in the Public Records of Flagler County, Florida.
4. At any meeting held to consider such amendment or amendments to the By-Laws, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting.
5. Notwithstanding the foregoing provisions of this Article VIII, no amendment to these By-Laws may be adopted or become effective during the Period of Development without the prior written consent of the Developer.

The foregoing were adopted as the By-Laws of Village Drive Owners Association, Inc., a corporation not for profit, under the laws of the State of Florida, at a meeting of the Board of Directors on 10-14-83, 1983.

Approved:


President


Secretary

83 OCT 18 P2:07
SHELEEN B. BARBER
CLERK OF CIRCUIT COURT
FLAGLER COUNTY, FLA.

NO. 83/09447
FILED & RECORDED
O.R. BOOK 221 PAGE 529-579

VILLAGE DRIVE OWNERS ASSOCIATION, INC.
NOTICE OF PRESERVATION OF DECLARATION, COVENANTS AND RESTRICTIONS
PURSUANT TO SECTION 712.06 FLORIDA STATUTES

ENTITY: THE VILLAGE DRIVE OWNERS ASSOCIATION, INC.

ADDRESS: P.O. Box 1946, Flagler Beach, FL 32136

MAILING OF NOTICE: See attached affidavit

LANDS AFFECTED: The following is the description contained in the recorded Declaration of
Covenants and Restrictions

“Parcel I

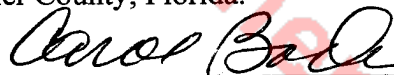
Lots 1 through 65 of the Village, Phase III Subdivision Plat; and

Parcel II

Consists of all the real property comprising the Village Phase III Subdivision Plat,
less and except Lots 1 through 65 inclusive and the dedicated right of way of
Forrest Road, as filed at Plat Book 27, pg. 5, Public Records of Flagler
County, Florida and at Plat Book 26, pg. 53, Public Records
of Flagler County, Florida, respectively.

RECORDED INSTRUMENT: The Declaration of Covenants, Restrictions, and Easements of
Village Phase III which is recorded in Official Records Book 221 at page 528, et seq, as
amended by instrument recorded in Official Records Book 526 at Page 1694, et seq, and again by
instrument recorded in Official Records Book 1461 at page 53, et seq, Public Records of Flagler
County, Florida.

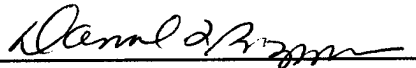
PURPOSE: THIS NOTICE RENEWS THE COVENANTS, RESTRICTIONS AND
EASEMENTS OF VILLAGE PHASE III AS RECORDED IN THE ABOVE DESCRIBED
INSTRUMENT FOUND IN BOOK 221 at page 528 et, seq, as amended by instrument recorded
in Book 1461 at page 53, et. seq., Public Records of Flagler County, Florida.



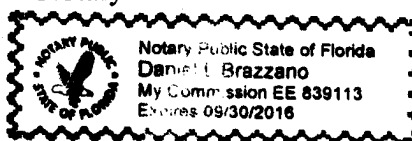
CAROL BADER, As President

STATE OF FLORIDA
COUNTY OF FLAGLER

Before me, the undersigned authority, this 9 day of November, 2012, personally
appeared CAROL BADER, as President of the VILLAGE DRIVE OWNERS' ASSOCIATION,
who did present a valid Florida Driver's License as identification and who did take an oath and
state that the foregoing Notice was executed by her for and on behalf of the VILLAGE DRIVE
OWNERS' ASSOCIATION after being authorized by a 2/3rd majority of the Board of Directors.



Notary Public



Page 2 of 2 pages

Notice of Preservation of Declaration, Covenants and Restrictions
VILLAGE DRIVE OWNERS' ASSOCIATION
NOTICE PURSUANT TO SECTION 712.06(1)(b)

AFFIDAVITS

STATE OF FLORIDA
COUNTY OF FLAGLER

I, as Secretary of the VILLAGE DRIVE OWNERS' ASSOCIATION, do hereby state that the foregoing action was approved of by a 2/3rds majority of the Board of Directors at a meeting notice of which was given to all member and that the President was authorized and directed to execute and cause the same to be recorded in the Public Records of Flagler County, Florida.

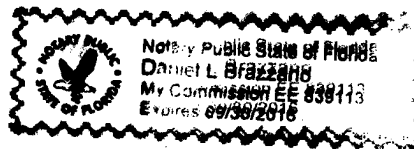
Lorraine Kapczynski
LORRAINE KAPCZYNSKI, As Secretary
KAPCZYNSKI

I hereby certify that the statement of marketable title action prescribed in Section 712.06(1)(b) was mailed or hand delivered to all members of the homeowner's association not less than seven (7) days prior to the meeting of the board of directors prescribed in Section 712.05 Florida Statutes.

Carol Bader
CAROL BADER, As Chairman
of Board of Directors

Before me personally appeared LORRAINE KAPCZYNSKI, as Secretary, and CAROL BADER as chairman of the Board of Directors and they did present valid Florida Drivers' Licenses as identification and did take an oath and each of them stated that they executed the affidavit above bearing their signature and that the statements contained in said affidavit that they signed are true and correct, this 9th day of November, 2012.

Daniel L. Brazzani
Notary Public



AMENDMENTS AND MODIFICATION OF BY-LAWS
OF VILLAGE DRIVE OWNERS ASSOCIATION

THIS AMENDMENT, made this 3rd day of April, 1993, by the VILLAGE DRIVE OWNERS ASSOCIATION, INC. a not for profit Florida Corporation hereinafter referred to as "Association":

WHEREAS, the By-Laws of the VILLAGE DRIVE OWNERS ASSOCIATION, INC., were filed and recorded in Official Records Book 221, at page 57 et. seq., Public Records of Flagler County, Florida;

WHEREAS, a majority of the entire membership of the Board members and a majority of the members owning lots desire to amend said By-Laws;

WHEREAS, the period of Development has ceased;

NOW THEREFORE, a majority of the entire membership of the Board of Directors and a majority of the members owning lots hereby amend said By-Laws as follows:

1. Article II, Section 3, is hereby amended so as to delete the following "Votes may be cast in person or by proxy" and to insert in its place and stead the following substitute words:

"Votes may be cast in person or by absentee ballot and shall be entitled to cast his/her/their vote in addition to said absentee ballot, a limited proxy form shall be sent authorizing its use by the secretary of the corporation for purposes of establishing the existence of a quorum present at said meeting"

2. Article III, Section I is hereby amended so as to provide that the annual meeting of shareholders shall take place on the first Saturday of April of each year rather than on the first Saturday in May of each year.

3. Article IV, Section 3 of the By-Laws is hereby amended so as to add the following additional language at the end of the existing provision:

The term of office of the Board of Directors shall be staggered so that the term of approximately one-half of the members of the Board of Directors shall expire in any given year. To accomplish this result, at the first annual meeting following adoption of this amendment, the members shall elect one-half of the candidates as members of the Board of Directors to a one year term and the other one-half shall be elected to a two year term. Thereafter, at each subsequent annual meeting of members, only one-half of the members of the Board of Directors term will expire. All subsequent elections shall be for a term of two years.

4. A new Article IV, Section 3.5 is hereby added to the end of Article 4 to provide as following:

REMOVAL OF AN OFFICER OR MEMBER OF THE BOARD OF DIRECTORS:
An officer or member of the Board of Directors is subject to removal for any of the following grounds: a) Conviction of a felony; b) Failure to attend three consecutive regular meetings of the Board; c) conflict of interest; d) behavior inconsistent with the duties of office or the interests of the Association.

5. A new Article IV, Section 5b is hereby added to the end of Article IV to provide as follows:

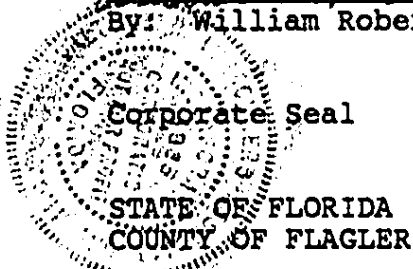
REPLACEMENT OF AN OFFICER OR MEMBER OF THE BOARD OF DIRECTORS UPON RESIGNATION OR REMOVAL: In the event of: 1) resignation of an officer or member of the Board of Directors; 2) the death of an officer or member of the Board of Directors, or should any officer or member of the Board of Directors be removed by an affirmative vote of majority of the membership present at a regular or special meeting after either the filing of a petition for removal signed by ten percent (10%) of the members or after a majority vote of the members of the Board Directors recommending said removal, the remaining term shall be filled by appointment made by a majority of the remaining members of the Board of Directors, but if said term extends beyond the next annual meeting of the membership, then said appointment shall be only for that portion of the remaining term between the resignation or removal of said board member and the next election scheduled for the annual meeting and at such annual meeting said position shall be permanently filled for the remaining balance of the term by the membership at said election.

Executed and certified on this 27th day of January, 1995.

VILLAGE DRIVE OWNERS ASSOCIATION, INC.
HOMEOWNERS ASSOCIATION

William Roberts
By: William Roberts, Secretary

Tance E. Roberts
[Signature]



I hereby certify that on the 27th day of January, 1995, before, me, an officer duly authorized in the State and County aforesaid to take acknowledgements and administer oaths, personally appeared WILLIAM ROBERTS as Secretary of VILLAGE DRIVE OWNERS ASSOCIATION and acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation and did take an oath. RM3-932-37-367-0

Karen J. Van Dordorp
Printed Name: KAREN J. VAN DORDORP
NOTARY PUBLIC
Commission No.: CC12370
Commission Expires: 07/07/1995
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 07, 1995
BONDED THRU HUCKLEBERRY & ASSOCIATES

Return to:
Tance E. Roberts, Esquire
LAW OFFICES OF RONALD E. CLARK
Post Office Drawer 10
Bunnell, FL 32110
(904)437-5686
Florida Bar No. 0947636

**AMENDMENTS AND MODIFICATION OF BY-LAWS
OF VILLAGE DRIVE OWNERS ASSOCIATION**

THIS AMENDMENT, made this 1st day of April, 1995, by the VILLAGE DRIVE OWNERS ASSOCIATION, INC. a not for profit Florida Corporation hereinafter referred to as "Association":

WHEREAS, the By-Laws of the VILLAGE DRIVE OWNERS ASSOCIATION, INC., were filed and recorded in Official Records Book 221, at page 57 et. seq., Public Records of Flagler County, Florida;

WHEREAS, a majority of the entire membership of the Board members and a majority of the members owning lots desire to amend said By-Laws;

WHEREAS, the period of Development has ceased;

NOW THEREFORE, a majority of the entire membership of the Board of Directors and a majority of the members owning lots hereby amend said By-Laws as follows:

1. Paragraph 3.5 under Article IV of the By-Laws of Village Drive Owners Association, Inc. is in conflict with Article VII of the Articles of Incorporation of Village Drive Owners Association, Inc. and with Article IV, Section 4, of the By-Laws of Village Drive Owners Association, Inc., to wit:

Removal of an Officer or Member of the Board of Directors: A Officer or member of the Board of Directors is subject to removal for any of the following grounds: a) conviction of a felony; b) failure to attend three consecutive regular meetings of the Board; c) conflict of interest; d) behavior inconsistent with the duties of office or the interests of the Association.

Said paragraph 3.5 under Article IV of the By-Laws is hereby repealed in its entirety.

2. The By-Laws of the Village Drive Owners Association, Inc. Article IV, Section 12 do not allow for member comments in the order of business for the Board of Directors meetings. The Board of Directors desire member comments be placed in the order of business for the Board of Directors meetings. Article IV, Section 12 is hereby amended to replace subsection (h) "Adjournment" with (h) "Member Comments" and creating a new Section (i) "Adjournment".

Executed and certified on this 19th day of April, 1995.

REC 0531 PAGE 0583

VILLAGE DRIVE OWNERS ASSOCIATION, INC.
HOMEOWNERS ASSOCIATION

OFF REC 0531 PAGE 0584

William L. Roberts
By: William L. Roberts

Karen J. VanDorp

Tance E. Roberts

Corporate Seal

STATE OF FLORIDA
COUNTY OF FLAGLER

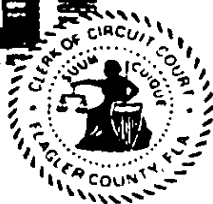
I hereby certify that on the 19th day of April, 1995, before, me, an officer duly authorized in the State and County aforesaid to take acknowledgements and administer oaths, personally appeared William Roberts as Secretary of VILLAGE DRIVE OWNERS ASSOCIATION and acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation and did take an oath.

Return to:
Tance E. Roberts, Esquire
LAW OFFICES OF RONALD E. CLARK
Post Office Drawer 10
Bunnell, FL 32110
(904)437-5686
Florida Bar No. 0947636

Karen J. VanDorp
Printed Name: Karen J. VanDorp
NOTARY PUBLIC
Commission No.: CC 12390
Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 07, 1998
BONDED THRU HUGGINS & ASSOCIATES

Official Document



OFF REC 0531 PAGE 0585

SYD CROSBY
Clerk of Circuit Court
Flagler County

Post Office Box 787
Bunnell, Florida 32110-0787
Telephone 904/437-7414

Instr No: 95004959 Date: 04/20/95
SYD CROSBY, FLAGLER County
By: *Shirley* D.C. Time: 08:30

APRIL 1, 1994

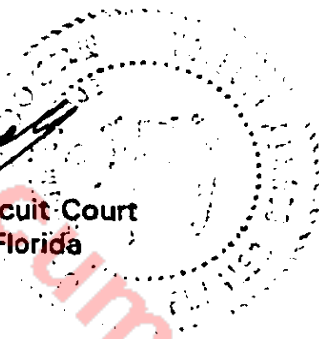
Tax Deed #88-0541

I HEREBY CERTIFY THAT I HAVE MAILED, BY CERTIFIED MAIL, A NOTICE TO THE FOLLOWING:

LOLITA M. MARTIN
11 JOHN STEELE ROAD
FARMINGTON, CT 06032

Sincerely,

Syd Crosby
Clerk of the Circuit Court
Flagler County, Florida



Official Document

Village Drive Homeowners Association
411 South Central Ave., Ste. B
Flagler Beach, FL 32136

GENERAL RULES AND REGULATIONS: August 2020 Revision

SECTION A: COMMUNITY

1. Trash disposal is restricted by Florida Health Code, Sec. 11-12. All trash is to be placed in plastic or paper bags and put into dumpsters. Please open dumpster lid to place the garbage in the dumpster. **Do not throw trash on top of the dumpster. Dumpster lids are to be closed after depositing trash.** Large plastic containers are provided outside enclosures for recycling materials.

No household items or large boxes are to be put in the dumpsters. **Bulk items are to be placed neatly, INSIDE the dumpster enclosures.** Items too large to be placed inside the dumpster enclosures are to be placed at the dumpster located at Village Drive and Forest Road, **BESIDE the exterior fence, next to the wooded area. No hazardous materials, such as paint, motor oil, batteries, tires, etc., are to be placed in any dumpster or in the dumpster enclosures.**

PLEASE NOTE: Costs are incurred by your Association when inappropriate items are left at, or placed in, the dumpsters or recycling containers. **These costs result in increased owner assessments, increased resident rental costs, and fines.**

2. Lots shall be used for residential purposes only. In accordance with City of Flagler Beach code, no more than a single family may reside in a Lot at any one time. "Family" shall mean one or more person related by blood, adoption, or marriage living and cooking together as a single housekeeping unit within a Lot. For two-bedroom units, three (3) persons living and cooking together as a single housekeeping unit though not related by blood, adoption, or marriage shall be deemed to constitute a family for purpose of this rule. For one-bedroom units, two (2) persons living and cooking together as a single housekeeping unit though not related by blood, adoption, or marriage shall be deemed to constitute a family for purpose of this rule.
3. LEASES: Rental leases are **NOT to be written for less than six months.** A copy of all leases **MUST BE SUBMITTED** to Vesta Property Services, 411 S. Central, Ste. B., Flagler Beach FL, 32136.
 - a. Any new lease must be provided to the Association's Board or management to be placed in file materials.
 - b. Along with the lease, the Owner must provide the tenant's contact and vehicle information as well as contact information of the property manager, if any, who can receive emergency correspondence from the Association.

Village Drive Homeowners Association
411 South Central Ave., Ste. B
Flagler Beach, FL 32136

GENERAL RULES AND REGULATIONS: August 2020 Revision

- c. Owners must perform background checks of tenants and provide confirmation to the Board or management that a background check was conducted.
 - d. All required information **must** be provided prior to move-in. Failure to register and/or provide proper information shall result in fines being imposed against the Owner.
- 4. Tenants are not permitted to have pets.** Owners are permitted to have pets. To comply with current Flagler Beach Ord. Sec. 5-16, **pets must be leashed, and their waste picked up, bagged, and disposed of properly.** "Doggie waste" receptacles are provided on the property, as well as dumpsters, for disposal of dog waste.
- 5. Each unit has a designated parking space. It is to be used for licensed motor vehicles only.**

Anything other than motor vehicles will be removed or towed at the owner's expense. Parking is restricted to paved areas on the property. **All parking on the grass or on manhole covers is strictly prohibited.** Please advise all guests of parking restrictions; **there is a 48-hour parking limit for all visitors.**

- a) **Parking of commercial vehicles, mobile homes, trailers, golf carts, boats, etc., is strictly prohibited,** with the following exception: There is a 48-hour parking limit of such vehicles in the parking area by the pool located on Forest Road. **Improperly parked vehicles will be towed at the owner's expense.**
- b) **Commercial Vehicles.** Commercial vehicles prohibited are defined as: 1) any truck or vehicle with tonnage in excess of one (1) ton that may or may not have advertising signage; 2) any vehicle used for the purpose of transporting persons for hire; 3) any vehicle designated, used or maintained primarily for the transportation of property incident to a business; 4) any vehicle used for providing services to another person or entity for a fee or profit; 5) any other vehicle of a size that would not fit in a standard 9x18 foot garage; vehicle length shall not exceed the parking space depth of the unit's designated parking space so as to encumber the flow of traffic behind said vehicle.
- c) **Vehicles unmaintained and/or in a state of disrepair are strictly prohibited on the property.** Servicing or repair is strictly prohibited on the property. **Motor vehicle owners must clean up any oil or other vehicle fluid leaks.** Any motor vehicle leaking any type of automotive fluid must be repaired to prevent any future leaks that may damage the concrete parking areas. The Association is not responsible for the cleaning and/or removal of any automotive fluid leaks. Vehicle washing and cleaning should be done only on concrete parking areas. Precautionary measures should be

Village Drive Homeowners Association
 411 South Central Ave., Ste. B
 Flagler Beach, FL 32136

GENERAL RULES AND REGULATIONS: August 2020 Revision

taken to prevent any cleaning solution and/or water overspray from contacting adjacent vehicles or unit siding.

6. **Bicycle riding is at the rider's risk. Riding any/all skateboards, scooters --- manual or automatic --- electric or gas toys, etc., is strictly prohibited on the property.** Bike storage for all biking items, including bicycles, skateboards, scooters, etc., is strictly prohibited in the front of the units.

PLEASE NOTE: Wadsworth Park, located across from Palm Drive, is a public facility and provides adequate skating areas, free of charge.

7. All outside structures, such as clothes lines, tents, canopies, antennas, including satellite dishes, etc., are strictly prohibited on the property.

New installation of a satellite dish must be approved in writing by the owner, and the location of the dish must be approved by the management company. Satellite dishes in use as of August 31, 2020 are permitted but must be removed upon vacancy of the premises or change of tenancy. Failure to do so will be cause for the Association to remove satellite dish at owner's expense. All satellites not in use must be removed from property by August 31, 2020.

8. Pool rules are in accordance with Florida Health Code 64E-9.0008 and posted at the pool, located on Forest Road. Rules are subject to change in the interest of safety and Association facilitation. **All food, glass containers, cooking devices, parties, and all dogs are strictly prohibited in and around the pool.**
9. Storage of all items in front of units is strictly prohibited, including **grills of all types**, Florida Fire Prevention Code. 1:10.11.6.1, 2016, **seating and furniture, all types of biking equipment, toys, etc.** **No open flames or kindled devices, such as fire pits, are allowed to be used on the property.**

Effective November 1, 2017, PURSUANT TO FLORIDA FIRE PREVENTION CODE 1:10.11.6.2, GRILLS OF ANY TYPE, FIREPITS, KINDLED DEVICES, LIQUIFIED PROPANE GAS OF ANY TYPE, ETC. ARE NOT ALLOWED ON VILLAGE DRIVE PROPERTY. Any found will be subject to IMMEDIATE REMOVAL by the Association, at the unit owner's expense.

8. Noise should be restricted after 11 PM until 7 AM. Please keep radios, TV's, stereos, musical instruments, etc., at a level that will not disturb your neighbor.
9. Noxious or offensive activities are strictly forbidden on the property. **Behavior that may be constituted as a nuisance or annoyance to other residents is strictly prohibited on the property. No outside sales or soliciting of any kind is permitted on the property.**

Village Drive Homeowners Association
 411 South Central Ave., Ste. B
 Flagler Beach, FL 32136

GENERAL RULES AND REGULATIONS: August 2020 Revision

- 10. It is prohibited to feed or house feral animals, such as cats, raccoons, squirrels, etc., anywhere on the property. These animals become dependent on the food and housing provided, which is detrimental to their health, and causes trash to be scattered throughout the property. These animals may become a liability to the Association, as well as become a health hazard to residents of the community.

SECTION B: ARCHITECTURAL STANDARDS

- 11. Exterior modifications, including, (but not limited to), additional landscaping by owners, must be presented and approved by the Homeowners Association, or the Architectural Review Committee, as is appropriate. Exterior painting and shingles must conform to the approved standards.

PAINT COLOR STANDARDS shall be as follows:

Dark Brown Custom Match (trim)

Sherwin-Williams Exterior Architectural A 100 Latex IFC 8012N

CCE*Colorant	02	32	64	128
B1-Black	6	53	-	-
R2-Maroon	2	36	-	1
One Gallon Ultradeep				
A06T00154 640399697				

Light Tanned Brown Custom Match (siding)

Sherwin-Williams Exterior Specialty Acrylic Masonry IFC 8012N

CCE*Colorant	02	32	64	128
L1-Blue	4	8	-	1
R2-Maroon	4	32	-	-
Y3-Deep Gold	20	23	1	1
Five Gallon Extra White				
A24W00351 640515763				

Village Drive Homeowners Association
411 South Central Ave., Ste. B
Flagler Beach, FL 32136

GENERAL RULES AND REGULATIONS: August 2020 Revision

ROOFING STANDARDS

ROOF SHINGLES shall be Tamko® Architectural Desert Tan or an Association-approved equal.

FLAT ROOF: Porch Roofing may be refinished in either of the following ways and shall be stipulated on the ARC application:

- a) "ELITE PANEL ROOF" An Elite panel roof is an Aluminum roof panel that consists of 2 layers of white pebbled finish aluminum, sandwiching a 3.5"-4" closed cell Styrofoam.® Elite panel roofs shall be installed according to FL building code: Florida Administrative Code Rule 61G4-15.05 and trimmed with the appropriate bronze extruded trim provided by the roof manufacturer.
- b) "ROLL FORMED STEEL" Roofing panels shall be 5 rib panel / 36" width of coverage /5 ribs 9" on center ¾" high 26 gauge and attached with color matching exposed fastener roofing screws and must meet Florida Building code as a permit is required. The finished color may be white or Desert Tan matching the Tamko® shingle color. Finished colors shall be a manufacture's applied finish. Trim shall be dark brown, closely matching the dark brown trim paint code BUT shall be a manufacture's applied finish.

EXTERIOR WALL REPAIR/REPLACEMENT STANDARDS

The following minimum standards for exterior wall repair, scope, and purpose will apply to all exterior walls¹:

EXTERIOR SIDING REPAIR

The exterior siding "T-111" of any individual unit may only have (1) repair or "patch" per "EXTERIOR WALL ELEVATION."² The repair/patch must be made with T-111 and performed in a manner so that the outside edges of the repair are smooth, blended in, and structurally sound. The final resulting

¹ Great liberties have been taken through the years in regards to exterior siding repair or replacement that have resulted in a quilted pattern of repairs: patches of siding and trim that have caused an overall degradation of the appearance of the complex and value of each and every property within. Henceforth the following minimum standards will apply to all exterior wall repairs. '

² Elevation is a view of a building seen from one side, a flat representation of one façade. This is the most common view used to describe the external appearance of a building. Each elevation is labelled in relation to the compass direction it faces, e.g. looking toward the north you would be seeing the southern elevation of the building. Buildings are rarely a simple rectangular shape in plan, so a typical elevation may show all the parts of the building that are seen from a particular direction.

Village Drive Homeowners Association
411 South Central Ave., Ste. B
Flagler Beach, FL 32136

GENERAL RULES AND REGULATIONS: August 2020 Revision

appearance shall be that a reasonable person would not see the edges of the repair or blending, from a distance of twenty (20) feet. No single "patch or repair" may exceed 576 square inches in total and may not have a horizontal width of greater than 36 inches. PATCHES OR REPAIRS EXCEEDING 576 SQ IN OR 36 INCHES IN WIDTH will require the entire sheet of T-111 be replaced.

SHEETING REPLACEMENT:

In that T-111 is manufactured with a vertical joint to be of "shiplap" design³, and that the placement of the joint MUST be at a stud, the ONLY acceptable and proper repair requires that the entire sheet in question be replaced.

APPROVED ALTERNATIVE METHODS AND PRODUCTS TO SHEETING REPLACEMENT: In that individual sheeting replacement is labor and cost intensive, and that T-111 is an inferior building product obtained at a premium price, the following prescribed method and alternatives have been approved.

- a) Removal of ALL trim pieces.
- b) Removal of rotten areas of siding.
- c) Replace and fill rotted areas with 5/8" plywood or structurally rated equal.
- d) Wrap the entire wall with an approved vapor barrier: Tyvek® or equivalent.
- e) Re-side with either LP® Smartside⁴ or Hardie® vertical panel⁵.
- f) Replace all trim pieces with composite wood.
- g) Caulk, prime where needed, and paint to proper colors.

APPROVALS AND PERMITS

Whereas any siding replacement of an area greater than 32 square feet OR roofing replacement of more than 100 square feet requires issuance of a BUILDING PERMIT, a copy of the permit and "NOTICE TO OWNER" MUST BE PROVIDED TO THE ASSOCIATION BEFORE COMMENCEMENT OF ANY WORK.

Upon final inspection, the board MUST be notified, and a compliance inspection shall be performed by no less than 2 board members to ascertain that the architectural standards have been met. Either a final approval or a failure, IN WRITING, shall be provided within 30 days by the Association's management company. In such case as a failure determination, the owner shall have 30 days to appeal the failure to the entire board. A one-time extension of 30 days to cure the non-compliance will be

³ SHIPLAP: Wooden siding rabbeted so that the edge of one board overlaps the one next to it in a flush joint.

⁴ <https://lpcorp.com/products/exterior>

⁵ <https://www.jameshardie.com/products/hardiepanel-vertical-siding>

Village Drive Homeowners Association
411 South Central Ave., Ste. B
Flagler Beach, FL 32136

GENERAL RULES AND REGULATIONS: August 2020 Revision

allowed. If the failing cause is not properly cured, the board may, at its discretion, cure the failing cause at the owner's expense.

12. Any demising fence between the rear area of each unit shall be 6' high, tongue & groove, tan vinyl fencing and approved by the Association.
13. Repetitive violations of these rules and regulations will be referred to the Fines Committee and/or to the Association attorney for further action.

Unofficial Document

STATE OF FLORUDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledge before me this 25th day of August, 2020, by Karen Jones,
Secretary of Village Drive Owners Association, Inc.

Karen Jones

Karen Jones

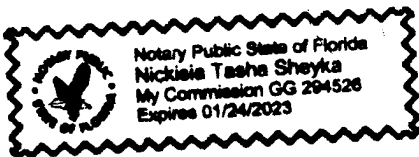
(SEAL)

Nickisia Sgo

Signature of Notary Public

Nickisia T. Sheyka

Print, Type or Stamp Name of Notary



Personally Known:

Village Drive Homeowners Association
411 South Central Ave., Ste. B
Flagler Beach, FL 32136

GENERAL RULES AND REGULATIONS: June 1, 2021 Revision

SECTION A: COMMUNITY

1. Trash disposal is restricted by Florida Health Code, Sec. 11-12. **Dumpsters on the Village Drive Property are for the exclusive use of Village Drive Owners Association residents and are for HOUSEHOLD GARBAGE ONLY! All garbage must be bagged, and the plastic lids to the dumpsters must be kept closed. NO EXCEPTIONS!**
 - a. **The dumpsters are NOT for furniture, appliances, or anything other than bagged garbage.** The disposal of these items is the responsibility of the resident discarding them. The City of Flagler Beach Sanitation Department makes special pickups, if scheduled by a resident, on Thursdays. **These items may be placed for an arranged special pickup near the dumpster designated by the sanitation department ONLY AFTER 6 PM ON THE DAY BEFORE THE SCHEDULED PICKUP. Owners will be billed for haul away and disposal costs if items remain after 5 PM on Thursday.**
 - b. Cardboard may be placed in the dumpster if **completely broken down and flat. NO EXCEPTIONS!**
 - c. **No hazardous materials, such as paint, motor oil, batteries, tires, etc., are to be placed in any dumpster or in the dumpster enclosures or recycling bins.**
 - d. All HOA dumpsters are under video surveillance. Violators shall be fined a **MINIMUM of \$100 per offence, plus costs.** Use of these dumpsters by non-residents shall be subject to criminal prosecution.
2. **Lot(s)** shall be used for residential purposes only. In accordance with City of Flagler Beach code, no more than a single family may reside in a Lot at any one time. "Family" shall mean one or more person(s) related by blood, adoption, or marriage living and cooking together as a single housekeeping unit within a Lot. For two-bedroom units, three (3) persons living and cooking together as a single housekeeping unit though not related by blood, adoption, or marriage shall be deemed to constitute a family for purpose of this rule. For one-bedroom units, two (2) persons living and cooking together as a single housekeeping unit though not related by blood, adoption, or marriage shall be deemed to constitute a family for purpose of this rule.
3. **RENTAL LEASES are NOT to be written for less than six months.** A copy of all leases **MUST BE SUBMITTED** to Vesta Property Services, 411 S. Central, Ste. B., Flagler Beach FL, 32136.
 - a. Any new lease or lease extension addendum must be provided to the Association's Board or management to be placed in file materials. Along with the lease, the Owner must provide the tenant's contact and vehicle information as well as contact information of the property manager, if any, who can receive emergency correspondence from the Association or management company. Occupancy Information is required upon each occupancy change and must be kept up to date with respect to occupancy and vehicle information. This information is required to secure the safety of all residents and property. **FAILURE TO PROVIDE A WRITTEN COPY OF THE OCCUPANCY AND VEHICLE INFORMATION TO THE ASSOCIATION WITHIN 10 DAYS OF A NEW OCCUPANCY MAY RESULT IN A FINE FOR EACH DAY IT IS NOT PROVIDED.**

Village Drive Homeowners Association
 411 South Central Ave., Ste. B
 Flagler Beach, FL 32136

GENERAL RULES AND REGULATIONS: June 1, 2021 Revision

- b. Owners must perform background checks of tenants by a **LICENSED SCREENING COMPANY** and attach a receipt to the occupancy form. A referral from an individual shall not suffice as the required background check.
 - c. All required information **must** be provided prior to the occupancy of the unit. Failure to register and/or provide proper information shall result in fines being imposed against the Owner.
4. **TENANTS ARE NOT PERMITTED TO HAVE PETS.** Owners are permitted to have no more than two (2) household pets and **shall be responsible for curbing their animal(s) and for removal of animal feces. NO EXCEPTIONS.** No animals, including cats, shall be permitted to roam at large, and must be leashed on a lead no longer than 8 feet in length and be in constant, direct control of the owner.
- a. **As posted on the property, all residents shall comply with current Flagler Beach Ord. Sec. 5-16, "pets must be leashed, and their waste picked up, bagged, and disposed of properly."** Plastic bags and receptacles are provided on the property for disposal of dog waste.
 - b. It is prohibited to feed or house feral animals, such as cats, raccoons, squirrels, etc., anywhere on the property. These animals become dependent on the food and housing provided, which is detrimental to their health, and cause trash to be scattered throughout the property. These animals may become a liability to the Association, as well as become a health hazard to residents of the community.
5. Each unit has a **designated parking space. It is to be used for licensed motor vehicles only.**

Anything other than motor vehicles will be removed or towed at the owner's expense, and all parking is restricted to paved areas on the property. **Parking on the grass or on manhole covers is strictly prohibited.**

Please advise all guests of parking restrictions; **there is a 48-hour parking limit for all visitors.**

- a. **Parking of commercial vehicles, mobile homes, trailers, golf carts, boats, etc., is strictly prohibited,** with the following exception: There is a 48-hour parking limit of such vehicles in the parking area by the pool located at 72 Forest Road.
- b. **Improperly parked vehicles or vehicles with expired license plates or no license plates will be towed at the owner's expense.**
- c. **Commercial Vehicles.** Commercial vehicles prohibited are defined as: 1) any truck or vehicle with tonnage in excess of one (1) ton that may or may not have advertising signage; 2) any vehicle used for the purpose of transporting persons for hire; 3) any vehicle designated, used or maintained primarily for the transportation of property incident to a business; 4) any vehicle used for providing services to another person or entity for a fee or profit; 5) any other vehicle of a size that would not fit in a standard 9x18-foot garage; vehicle length shall not exceed the parking stall depth of the unit's designated parking space so as to encumber the flow of traffic behind said vehicle.

Village Drive Homeowners Association
 411 South Central Ave., Ste. B
 Flagler Beach, FL 32136

GENERAL RULES AND REGULATIONS: June 1, 2021 Revision

- d. **Vehicles unmaintained and/or in a state of disrepair are strictly prohibited on the property.** Servicing or repair is strictly prohibited on the property. **Motor vehicle owners must clean up any oil or other vehicle fluid leaks.** Any motor vehicle leaking any type of automotive fluid must be repaired to prevent any future leaks that may damage the concrete parking areas. The Association is not responsible for the cleaning and/or removal of any automotive fluid leaks.
- e. Vehicle washing and cleaning should be done only on concrete parking areas. Precautionary measures should be taken to prevent any cleaning solution and/or water overspray from contacting adjacent vehicles or unit siding and trim.
6. As posted at the entrances to the Village Drive and Forest Road properties, the following shall not be permitted:
- Exceeding the **speed limit of 15 MPH**
 - Skateboarding: Riding **any/all** skateboards, scooters (manual or automatic), electric or gas toys, hover boards, etc., is strictly prohibited on the property.
 - Soliciting
 - Thru-traffic Unauthorized vehicles or vessels will be towed at vehicle owner's expense, 24-hours a day, 7 days a week.
7. Bicycle riding is at the rider's risk. **Bike storage for all biking items and other sports or camping equipment, including bicycles, skateboards, scooters, etc., is strictly prohibited in the front of the units or areas visible from the street.** In the interest of protecting every owner, resident, and visitor's property, throwing any type of ball or other item of any type which could become a projectile is strictly prohibited within *100 feet* of any building or parked vehicle. Note: Wadsworth Park, located across from Palm Drive, is a public facility and provides adequate skating and sports areas, free of charge.
8. All outside structures, such as clothes lines, tents, canopies, antennas, including satellite dishes, etc., are strictly prohibited on the property.
- New installation of a satellite dish must be approved in writing by the owner, and the location of the dish must be approved by the management company or Association's board.** Satellite dishes in use as of August 31, 2020 are permitted but must be removed upon vacancy of the premises or change of tenancy. Failure to do so will be cause for the Association to remove satellite dish from the roof-plate at the owner's expense. All satellites not in use must be removed from the property by August 31, 2020.
9. Pool rules are in accordance with Florida Health Code 64E-9.0008 and posted at the pool, located at 72 Forest Road. Rules are subject to change in the interest of safety and Association facilitation. **All food, glass containers, cooking devices, parties, and all dogs are strictly prohibited in and around the pool.**

Village Drive Homeowners Association
411 South Central Ave., Ste. B
Flagler Beach, FL 32136

GENERAL RULES AND REGULATIONS: June 1, 2021 Revision

10. Storage of all items in front of units is strictly prohibited, including **grills of all types, excessive seating and furniture; all types of biking and sports equipment; toys; tools; etc.** Improperly stored items will be subject to IMMEDIATE REMOVAL by the Association, at the unit owner's expense.
11. Effective June 1, 2006, pursuant to the FLORIDA FIRE PREVENTION CODE 1:10.11.6.2, OPEN FLAMES, GRILLS OF ANY TYPE, FIREPITS, KINDLED DEVICES, ETC., and LIQUIFIED PROPANE GASES OF ANY TYPE, ARE NOT ALLOWED TO BE USED WITHIN 10 FEET OF ANY MULTI-DWELLING BUILDING ON VILLAGE DRIVE PROPERTY. Storage of liquified propane gas of any type is prohibited on Village Drive Property.
12. Noise should be restricted after 10 PM until 7 AM. Please keep radios, TV's, stereos, musical instruments, etc., at a level that will not disturb other residents. Noxious or offensive **activities and behavior that may be constituted as a nuisance or annoyance to other residents, including outside sales or soliciting of any kind, is strictly prohibited on the property.**

SECTION B: ARCHITECTUAL STANDARDS

13. Exterior modifications, including, (but not limited to), additional landscaping by owners, must be presented and approved by the Homeowners Association, or the Architectural Review Committee, as is appropriate. Exterior painting and shingles must conform to the approved standards.

PAINT COLOR STANDARDS shall be as follows:

Building Trim: Dark Brown Custom Match to Color Codes Below

CCE*Colorant	02	32	64	128
B1-Black	6	53	-	-
R2-Maroon	2	36	-	1

Building Siding: Light Tanned Brown Custom Match to Color Codes Below

CCE*Colorant	02	32	64	128
L1-Blue	4	8	-	1
R2-Maroon	4	32	-	-
Y3-Deep Gold	20	23	1	1

Front Door: Almond in Color Any exterior door or wall adornment must have submission and approval of an *Architectural Review Committee form*, unless said adornment is for a legally recognized holiday, which may be placed on the door no more than 21 calendar days prior to the season or holiday and shall be removed within 7 calendar days after the holiday.

Village Drive Homeowners Association
411 South Central Ave., Ste. B
Flagler Beach, FL 32136

GENERAL RULES AND REGULATIONS: June 1, 2021 Revision

Storm Doors (required), Sliders and Windows: Brown or Bronze in Color Windows and lanais shall be shaded or curtained in white or beige blinds or curtains. Exterior walls of the units which are within a lanai shall be custom color noted above. Window adornments are not permitted.

ROOFING STANDARDS

ROOF SHINGLES shall be Tamko Heritage® Desert Sand architectural shingles or an Association-approved equal.

FLAT ROOFING shall be upon approval of a written Architectural Review Committee request.

EXTERIOR WALL REPAIR/REPLACEMENT STANDARDS

The following minimum standards for exterior wall repair, scope, and purpose will apply to all exterior walls¹:

EXTERIOR SIDING REPAIR

The exterior siding "T-111" of any individual unit may only have (1) repair or "patch" per "EXTERIOR WALL ELEVATION."² The repair/patch must be made with T-111 and performed in a manner so that the outside edges of the repair are smooth, blended in, and structurally sound, with the final resulting appearance to be such that a reasonable person would not see the edges of the repair and blending from a distance of twenty (20) feet.

No single "patch or repair" may exceed 576 square inches in total and may not have a horizontal width of greater than 36 inches. PATCHES OR REPAIRS EXCEEDING 576 SQ IN in total OR 36 INCHES IN WIDTH will require the entire sheet of T-111 be replaced.

SHEETING REPLACEMENT:

In that T-111 is manufactured with a vertical joint to be of "shiplap" design³, and that the placement of the joint MUST be at a stud, the ONLY acceptable and proper repair requires that the entire sheet in question be replaced.

¹ Great liberties have been taken through the years with respect to exterior siding repair or replacement that have resulted in a "quilted" pattern of repairs: patches of siding and trim that have caused an overall degradation of the appearance of the complex and value of each and every property within. Henceforth the following minimum standards will apply to all exterior wall repairs.

² Elevation is a view of a building seen from one side, a flat representation of one façade. This is the most common view used to describe the external appearance of a building. Each elevation is labelled in relation to the compass direction it faces, e.g. looking toward the north you would be seeing the southern elevation of the building. Buildings are rarely a simple rectangular shape in plan, so a typical elevation may show all the parts of the building that are seen from a particular direction.

³ SHIPLAP: Wooden siding rabbeted so that the edge of one board overlaps the one next to it in a flush joint.

Village Drive Homeowners Association
411 South Central Ave., Ste. B
Flagler Beach, FL 32136

GENERAL RULES AND REGULATIONS: June 1, 2021 Revision

APPROVED ALTERNATIVE METHODS AND PRODUCTS FOR SHEETING REPLACEMENT:

In that individual sheeting replacement is labor and cost intensive, and that T-111 is an inferior building product obtained at a premium price, the following prescribed method and alternatives have been approved.

- a) Removal of ALL trim pieces and all rotten areas of siding.
- b) Replace and fill rotted areas with 5/8" plywood or structurally rated equal.
- c) Wrap the entire wall with an approved vapor barrier: Tyvek® or equivalent.
- d) Re-side with either LP Smartside®⁴ or Hardie® vertical siding⁵.
- e) Replace all trim pieces with composite wood.
- f) Caulk, prime where needed, and paint to proper colors.

APPROVALS AND PERMITS

Whereas any siding replacement of an area greater than 32 square feet, OR any roofing replacement of more than 100 square feet requires issuance of a BUILDING PERMIT, a copy of the permit and "NOTICE TO OWNER" MUST BE PROVIDED TO THE ASSOCIATION BEFORE COMMENCEMENT OF ANY WORK.

Upon final inspection, the board MUST be notified, and a compliance inspection shall be conducted by no less than two (2) board members to ascertain that the architectural standards have been met. Either a final approval or a failure, shall be provided IN WRITING within 30 days by the Association's management company. In such case as a failure determination, the owner shall have 30 days to appeal the failure to the entire board. A one-time extension of 30 days to cure the non-compliance will be allowed. If the failing cause is not properly cured, the board may, at its discretion, cure the failing cause at the owner's expense.

14. Any demising fence *between* the rear area of each unit shall be 6' high, tongue & groove, tan vinyl fencing. Fencing materials and placement must be approved by the Association.
15. No potted plants, yard art, item or device may be placed in front of, or on any **Lot** or on a common area without submission and approval of an Architectural Review Committee form. Any in-ground plantings already in place within 5 feet of the roof drip line shall: 1) be maintained by the owner, 2) remain at or below 5 feet in height, 3) not impinge the roof or building siding or trim. Failure to maintain potted plants or inground plantings may be cured by the Association, subject to removal, with all related costs billed to the owner.
16. Exterior porch light bulbs shall be clear or white.
17. Repetitive violations of these rules and regulations will be referred to the Fines Committee and/or to the Association's attorney for further action.

⁴ <https://lpcorp.com/products/exterior>

⁵ <https://www.jameshardie.com/products/hardiepanel-vertical-siding>

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1st day of June 2021 by Karen Jones, Secretary of Village Drive Owners Association, who is personally known to me or who has produced _____ as identification.

Karen Jones

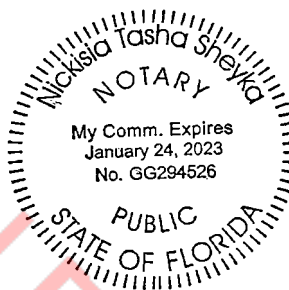
Karen Jones, Secretary

Nickisia Tasha Sheyka

Notary of State of Florida

My commission expires:

1/24/23



Official Document

At: Tance E. Roberts, Esq.
PO Drawer 10
Bunnell, FL 32110

RESOLUTION OF BOARD OF DIRECTORS OF VILLAGE DRIVE OWNERS
ASSOCIATION, INC. RELOCATING THE PRINCIPAL OFFICE

AND

CHANGING THE DESIGNATION OF THE REGISTERED AGENT OF VILLAGE
DRIVE OWNERS ASSOCIATION, INC.

WHEREAS, pursuant to Article V of the Village Drive Owners Association, Inc. Articles of Incorporation the Board of Directors have the right and power to relocate the principal office of the Village Drive Owners Association, Inc.; and

WHEREAS, 1701 Moody Blvd, Flagler Beach, Flagler County, Florida, is no longer a valid address for the principal office of The Village Drive Owners Association, Inc. and 60 Forest Road, Flagler Beach, Flagler County, Florida is the valid address for the principal office of Village Drive Owners Association, Inc.; and

WHEREAS, pursuant to the Articles of Incorporation of Village Drive Owners Association, Inc., the Board of Directors have the right and power to change the resident agent designation filed in the office of Secretary of State; and

WHEREAS, the Board of Directors of Village Drive Owners Association, Inc. desire to change the initial resident agent from Michael D. Chiumento's designation to Tance E. Roberts, Esquire, whose address is 303 E. Moody Blvd, PO Box 10, Bunnell, FL 32110.

NOW THEREFORE, BE IT RESOLVED

1. The principal office address is hereby changed to be located at 60 Forest Road, Flagler Beach, 32136, Flagler County, Florida.
2. The designation of registered agent is hereby changed to Tance E. Roberts, Esquire, whose address is 303 E. Moody Blvd, PO Box 10, Bunnell, FL 32110, contingent upon acceptance by Tance E. Roberts to become the registered agent and filing the designation in the Office of the Secretary of State.

PASSED THIS 16th day of February, 1995.

John Jones
Attest by President

William J. Roberts
Chairman of the Board

Mark V. King
Joyce R. King

(Association Seal)

Inst No: 95002499 Date: 02/28/1995
SYD CROSBY, FLAGLER COUNTY
By: *[Signature]* D.C. Time: 13:35

OFF REC 0610 PAGE 1067

RESOLUTION OF BOARD OF DIRECTORS OF VILLAGE DRIVE OWNERS ASSOCIATION, INC., RELOCATING THE PRINCIPAL OFFICE

AND

CHANGING THE DESIGNATION OF THE REGISTERED AGENT OF VILLAGE DRIVE OWNERS ASSOCIATION, INC.

WHEREAS, pursuant to Article V of the Village Drive Owners Association, Inc. Articles of Incorporation, the Board of Directors have the right and power to relocate the principal office of the Village Drive Owners Association, Inc.; and

WHEREAS, 60 Forest Road, Flagler Beach, Flagler County, Florida, is no longer a valid address for the principal office of The Village Drive Owners Association, Inc. and 40 Forest Road, Flagler Beach, Flagler County, Florida is the valid address for the principal office of Village Drive Owners Association, Inc.; and

WHEREAS, pursuant to the Articles of Incorporation of Village Drive Owners Association, Inc., the Board of Directors have the right and power to change the resident agent designation filed in the office of Secretary of State; and

WHEREAS, the Board of Directors of Village Drive owners Association, Inc. desire to change the initial resident agent from Tance Roberts' designation to Dennis K. Bayer, Esq., whose address is 306 South Oceanshore Boulevard, Post Office Box 1505, Flagler Beach, Florida 32136.

NOW, THEREFORE, BE IT RESOLVED

1. The principal office address is hereby changed to be located at 40 Forest Road, Flagler Beach, Florida 32136, Flagler County, Florida.
2. The designation of registered agent is hereby changed to Dennis K. Bayer, Esq., whose address is 306 South Oceanshore Boulevard, Post Office Box 1505, Flagler Beach, Florida 32136, contingent upon acceptance by Dennis K. Bayer to become the registered agent and filing the designation in the Office of the Secretary of State.

PASSED THIS 27 day of March, 1998.

Rosmani March
Chairman of the Board

Attest by President:

Rosmani March
Louis J. Marsico, Dir.
Charles V. King, Sec.
Edie Hartman, Vice Pres.
Lorraine Kaplynski, Sec.



This Instrument prepared by:
Chase Mills, Esq.
Jackson Law Group
1301 Plantation Island Drive, Suite 304
St. Augustine, FL 32080

VILLAGE DRIVE OWNERS ASSOCIATION, INC.

**RESOLUTION ESTABLISHING ENFORCEMENT COMMITTEE AND PROCESS FOR IMPOSITION OF
FINES AND SUSPENSIONS**

THIS RESOLUTION is made this 17 day of Sept, 2017 by the Board of Directors ("Board") of Village Drive Owners Association, Inc., a Florida Corporation not-for-profit ("Association").

WHEREAS, Section 720.305 of the Florida Statutes mandates that each owner, tenant, and invitee comply with Chapter 720 of the Florida Statutes, the governing documents of the community, and the rules of the association and further provides that actions at law or equity may be brought against any of the foregoing parties for failing to comply; and

WHEREAS, Section 720.305 further provides that the Association may levy fines not to exceed \$100.00 per day for each violation up to and including \$1,000.00 in the aggregate, unless either the daily and/or maximum fine amount otherwise provides for a higher amount in the governing documents, and may suspend the right to use the common areas of any member, tenant, guest, or invitee (hereinafter referred to as "Violating Party") for failing to comply with the Declaration of Covenants, Restrictions and Easements Village Drive Phase III ("Declaration"), Articles of Incorporation, Bylaws, or Rules and Regulations (hereinafter collectively referred to as "Governing Documents"); and

WHEREAS, the Board of the Association has recognized that while some members, tenants, guests, and invitees occasionally and apparently without intent violate the covenants, restrictions, and rules and regulations of the Association and quickly remedy same, there are certain other members, tenants, guests, and invitees exhibiting a continued disregard of the covenants, restrictions, and rules and regulations of the Association; and

WHEREAS, the Board of the Association recognizes the substantial extra management time and effort needed, volunteer time and effort needed, and the additional costs incurred for site inspections, providing multiple notices to, and holding hearings for those that exhibit a continued disregard of the Governing Documents; and

WHEREAS, Article V, Section 2 of the Bylaws provides that the President shall have the power and authority to appoint committees as he or she deems advisable; and

WHEREAS, the Board has established a committee of at least three (3) members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director or employee (hereinafter referred to as "Enforcement Committee"), which Enforcement Committee has the authority to confirm or reject a fine or suspension imposed by the Board, or a properly authorized delegate of the Board ("Enforcement Authority") and may also reduce the amount of a proposed fine or duration of a proposed suspension; and



WHEREAS, the Board desires to establish a uniform fining and suspension policy and procedure for immediate implementation by the Association, through its Board, the Enforcement Authority, and the Enforcement Committee, as well as any authorized agent, such as any management company, Community Association Manager ("CAM"), or legal counsel; and

WHEREAS, the Board, at its discretion, may adopt further forms and procedures to assist the Board, Enforcement Authority, or Enforcement Committee so that a relatively uniform process may be followed.

NOW, IT IS RESOLVED that the Board, hereby evidences the passage of this Resolution to provide notice to all members, tenants, guests, and invitees of the following fining policy and procedure:

1. The Board or the delegated Enforcement Authority, being the individual appointed by a majority vote of the Board at a duly noticed meeting where a quorum is met, shall notice violations of the Association's Governing Documents and provide written correspondence to any party in violation. It is specifically contemplated that the Enforcement Authority shall be a delegation of the authority to impose a fine or suspension as set forth in Section 720.305(2) of the Florida Statutes.
2. Upon discovery of a violation, the Violating Party will be sent a courtesy notice in writing detailing the nature of the violation and the timeframe for compliance. Such courtesy notice will further include notice that a fine and/or suspension may be imposed if the violation continues after ten (10) days.
3. If a violation remains after the ten (10) day time period has lapsed, a second written notice ("Hearing Notice") will be sent to the Violating Party and shall:
 - a. Cite to the specific provision of the Governing Documents violated;
 - b. Advise that a fine or suspension, or both, has been imposed (for fines, in an amount not to exceed \$100.00 per day per violation, unless the Governing Documents are subsequently amended to allow a greater amount or a great amount is allowed by law) and provide the date, time, and location of the hearing before the Enforcement Committee ("Hearing"). The Hearing Notice shall be specific evidence of the Enforcement Authority's levying of a fine against the Violating Party.
 - c. Be mailed to the Violating Party no later than fourteen (14) days prior to the scheduled hearing.

The Hearing Notice may be sent by a member of the Board, the Enforcement Authority, or an agent of the Association, including but not limited to the Association's CAM or attorney, after receiving direction to do so by the Board or Enforcement Authority, and shall be sent via U.S. Mail or hand delivery to the address furnished by the Violating Party to the Association for the purposes of receiving correspondence from the Association. If no such address has been furnished, notice shall be deemed to be properly sent once placed in the mail and addressed to any location where the Violating Party may reasonably receive the notice given the information reasonably available to the party sending the notice;

A handwritten signature in black ink, appearing to be 'M/KG', is located in the bottom left corner of the page.

provided, however, that a Violating Party shall have no right to object to the adequacy of notice if that party fails to furnish an address to the Association.

4. A fine may be imposed for each day that a violation continues from the date of the sending of the Hearing Notice, even if such violation is corrected prior to the Hearing.
5. At the Hearing, the Violating Party may provide testimony as to why the fine or suspension should not be confirmed. The Enforcement Committee may ask questions of the Violating Party as part of the hearing process, and may consider any evidence presented by a Violating Party.
6. A Violating Party desiring to be represented by legal counsel at the Hearing must provide at least seventy two (72) hours' notice to the Association in advance of the Hearing. The purpose of this provision is to afford the Association the opportunity to have legal counsel present on behalf of the Association.
7. Members of the Board, the Enforcement Authority (if not a Board member), the Association's CAM, and any other individual with information regarding the violation giving rise to the fine or suspension may appear at the Hearing. Such individuals shall provide all information and documentation, and may provide testimony, in support of the fine imposed by the Board. Thereafter, such individuals shall only comment during the Hearing if questioned by either a member of the Enforcement Committee or the Violating Party. It is the intent of this provision that individuals appear to verify evidence used in support of the fine, and to answer any questions asked by the Enforcement Committee or Violating Party, but to otherwise not influence the determination of the Enforcement Committee.
8. The Enforcement Committee shall have ten (10) days after the Hearing to make its determination as to whether a fine and/or suspension should be confirmed or rejected. It is specifically contemplated and authorized that the Enforcement Committee may reduce a proposed fine levied by the Enforcement Authority. If a majority of members of the Enforcement Committee appearing at the Hearing where a quorum of the Enforcement Committee is present agree as to a course of action, a written recommendation will be provided by the Chairperson to the property management company and/or Board that the levied fine and/or suspension is confirmed, rejected, or otherwise modified but still imposed. The property management company or Board shall (1) send notice to the Violating Party(ies) as appropriate regarding the decision of the Enforcement Committee, and follow up with appropriate invoices, billings, and collections as then or subsequently may be appropriate or necessary, and (if applicable) (2) advise the Board of the Enforcement Committee's determination as soon as practicable. In no instance shall the Board have the authority to impose a fine and/or suspension for a violation when the Enforcement Committee votes to reject a levied fine and/or suspension as a result of said violation, unless the Board has otherwise initiated a new fining process as set forth in Paragraph 2 of this Resolution.



- 9. A violation which has been previously corrected but which recurs within twelve (12) months of the correction date shall not be entitled to a courtesy notice as set forth in Paragraph 2. Rather, a Hearing Notice will immediately be sent and the Violating Party may be subject to a fine from the date of the Hearing Notice.
- 10. A member is jointly and severally liable with a violating tenant, guest, or invitee for any fines imposed as a result of a violation of the governing documents by any tenant, guest, or invitee. If a fine is not paid, the Association shall have the authority to file a suit for damages to collect such fine, with the prevailing party entitled to reimbursement of reasonable attorneys' fees and costs incurred. However, if a fine reaches \$1,000.00 in the aggregate for a violation, the fine shall be collected in the same manner as an unpaid assessment, which shall specifically allow for the Association to record a Claim of Lien and thereafter foreclose same, while further charging for outstanding interests, late fees, and attorneys fees incurred in the same manner as an unpaid assessment.
- 11. Any reference to days in this resolution shall be calendar days.

IN WITNESS WHEREOF, the duly authorized officers of the undersigned Association have executed and attest to this Resolution this 30 day of November, 2017.

VILLAGE DRIVE OWNERS ASSOCIATION, INC.

By: [Signature]
DANIEL ELDER, President

By: [Signature]
Karen Jones, Secretary

STATE OF FLORIDA
COUNTY OF Flagler

I hereby acknowledge that on this 30 day of November, 2017 before me personally appeared the above signed, as President and Secretary of Village Drive Owners Association, Inc., respectively, who are [] personally known to me or [X] who have produced FL License as identification, and who acknowledged before me that they executed the foregoing instrument and that they did take an oath.

WITNESS my hand and official seal in the County and the State last aforesaid this 30 day of November, 2017.

[Signature]
Notary Public, State of Florida
At Large



**AMENDMENT AND MODIFICATION OF DECLARATION OF
COVENANTS, RESTRICTIONS, AND EASEMENTS
FOR VILLAGE PHASE III**

THIS AMENDMENT made this 3rd day of April, 1993, by THE VILLAGE DRIVE OWNERS ASSOCIATION, INC., a not-for-profit Florida Corporation, hereinafter referred to as "Association".

WHEREAS, VILLAGE CONCEPTS, INC., hereinafter referred to as "Developer", filed the Declaration of Covenants, Restrictions and Easements Village Phase III, in Official Record Book 221 at page 528 et.seq., Public Records of Flagler County, Florida setting forth uniform Protective Covenants, affecting the following described property, situated in Flagler County, Florida, to wit:

Lots 1 through 65, VILLAGE PHASE III SUBDIVISION, as filed at Plat Book 27, page 5, Public Records of Flagler County, Florida.

WHEREAS, said Declaration provided for and specifically reserved the right to the Owners of seventy-five percent (75%) of the Lots, with written consent of Developer if the Developer then owns any Lots, to amend said Declaration.

WHEREAS, the Developer did not own any Lot on April 3, 1993.

WHEREAS, the Owners of seventy-five percent (75%) of the lots desire to amend said Declaration.

NOW, THEREFORE, the Owners of seventy-five percent (75%) of the lots hereby amend the said Declaration as follows:

1. Article III, Protective Covenants and Restrictions, Section 8, is amended so as to add the following additional provision:

"In order to promote the health, safety, and appearance of the community, the Association does hereby establish that if an Owner elects to keep a pet, allowed by this section, the owner shall be responsible for curbing said animal and for picking up and removing any feces. This is a condition precedent to keeping a pet and any violation of this provision shall require the owner to remove the pet from the community. Tenant occupied units are not permitted to have any pets.

All other terms and conditions of said Declaration referenced above shall remain in full force and effect.

STATE OF FLORIDA
COUNTY OF FLAGLER

We, JOHN JONES, duly elected President of the Village Drive Owners Association, Inc. and WILLIAM ROBERTS, duly elected Secretary of the Village Drive Owners Association, Inc. do hereby certify that the above stated Amendment to Declaration of Covenants, Restrictions, and Easements for Village Phase III has been duly adopted and approved by vote of the owners of at least seventy-five percent (75%) of the Lots at a meeting duly called on April 3, 1993 at which a quorum was present in person or by proxy.

IN WITNESS WHEREOF, we hereunto set our hand,

REC 0526 PAGE 1694

VILLAGE DRIVE OWNERS ASSOCIATION, INC.

John Jones
By: John Jones, President

Tance E. Roberts
William C. Roberts

William Roberts
By: William Roberts, Secretary

Tance E. Roberts
John Jones



I hereby certify that on the 27th day of January, 1995, before, me, an officer duly authorized in the State and County aforesaid to take acknowledgements and administer oaths, personally appeared JOHN JONES as President of VILLAGE DRIVE OWNERS ASSOCIATION and acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation and did take an oath. 3520-478-34-294

Karen J. VanOrdorp
Printed Name: KAREN J. VANORDORP
NOTARY PUBLIC
Commission No.: CC123901
Commission Expires: JULY 07, 1995
NOTARY PUBLIC, STATE OF FLORIDA, AT LARGE
BONDED THRU HUCKLEBERRY & ASSOCIATES

I hereby certify that on the 27th day of January, 1995 before, me, an officer duly authorized in the State and County aforesaid to take acknowledgements and administer oaths, personally appeared WILLIAM ROBERTS as Secretary of VILLAGE DRIVE OWNERS ASSOCIATION and acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation and did take an oath. R 163-932-37-367-0

Karen J. VanOrdorp
Printed Name: KAREN J. VANORDORP
NOTARY PUBLIC
Commission No.: CC123901
Commission Expires: JULY 07, 1995
NOTARY PUBLIC, STATE OF FLORIDA, AT LARGE
BONDED THRU HUCKLEBERRY & ASSOCIATES

Return to:
Tance E. Roberts, Esquire
LAW OFFICES OF RONALD E. CLARK
Post Office Drawer 10
Bunnell, FL 32110
(904)437-5686
Florida Bar No. 0947636

SECOND AMENDMENT AND MODIFICATION OF DECLARATION
OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR VILLAGE PHASE III

THIS AMENDMENT made the 30TH day of June, 2006, by THE VILLAGE DRIVE OWNERS ASSOCIATION, INC., a not-for-profit Florida Corporation, hereinafter referred to as the "Association does hereby modify, alter, and amend the Covenants, Restrictions and Easements for Village Phase III, recorded in Book 221 at page 528, Public Records of Flagler County, Florida as amended by instrument recorded in Book 526 at page 1694 of the Public Records of Flagler County, Florida, hereinafter collectively referred to as the "Declaration".

WITNESSETH:

Whereas, said Declaration provides for and specifically reserves the right of the Owners of seventy-five (75%) percent of the Lots, with written consent of Developer if the Developer owns any Lots, to amend said Declaration;

Whereas, the Developer no longer owns any lots;

Whereas the Owners of seventy-five (75%) per cent of the lots have approved of the following amendments, changes, and/or modifications to the Declaration at a regular meeting of the holders of lots;

Now Therefore, the Declaration is hereby amended as follows:

1. Article VI ASSESSMENTS IN GENERAL, BUDGETS, DUTIES OF THE BOARD OF DIRECTORS OF ASSOCIATION ATTENDANT THERETO Section 3(e) is hereby amended by deleting the existing provision and inserting in its place and stead the following substitute provision:

"The annual assessment (pro-rated on a monthly basis) shall commence against each lot on the first day of the month following its conveyance by Developer. Assessments shall be collected monthly, but may be paid up to four months in advance.

2. Likewise the second paragraph of ARTICLE VI, Section 4, is hereby amended to read as follows:

"If the assessments are not paid within fifteen (15) days after the due date, a fifteen (\$15.00) per month late charge shall be added thereto. The Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose, as hereinafter provided, the lien against the Lot. The offending Owner shall be responsible to the Association for all costs and fees of enforcement, specifically including, without limitation, court costs and reasonable attorneys' fees and paralegal fees, regardless of whether suit is brought. (including such fees and costs before trial, at trial and on appeal).

VILLAGE DRIVE OWNERS ASSOCIATION, INC.

BY: Christine Petok
CHRISTINE PETOK, as President

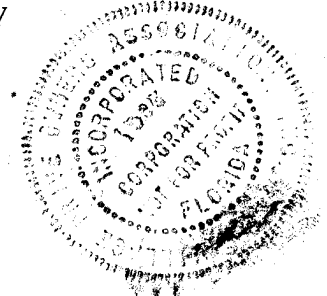
WITNESSES:

Marc Bellapietra
Witness signature
Witness name printed:
MARC BELLAPIETRA

ATTESTED TO BY Lorraine Kapczynski
LORRAINE KAPCZYNSKI,
as Secretary

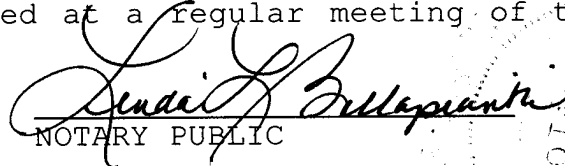
(Corporate Seal)

Doraine Wayne
Witness signature
Witness name printed:
DORAINA WAYNE



STATE OF FLORIDA
COUNTY OF FLORIDA

I hereby certify that on this 30th day of June, 2006, before me, an officer duly authorized in the state and County aforesaid to take acknowledgments and administer oaths, personally appeared CHRISTINE PETOK, who did present a valid Florida Driver's License as identification and she did state under oath that she is the President of VILLAGE DRIVE OWNERS ASSOCIATION and acknowledged that she executed the foregoing in the presence of two subscribing witnesses, freely and voluntarily and under the authority duly vested in her by said corporation and that the seal affixed hereto is the true corporate seal of said corporation and that the foregoing Amendment to the Declaration was passed with the required vote having been received at a regular meeting of the members.


NOTARY PUBLIC



Linda L. Bellapanta
My Commission DD225929
Expires September 06, 2007

STATE OF FLORIDA
COUNTY OF FLORIDA

I hereby certify that on this 30th day of June, 2006, before me, an officer duly authorized in the state and County aforesaid to take acknowledgments and administer oaths, personally appeared LORRAINE KAPCZYNSKI, who did present a valid Florida Driver's License as identification and she did state under oath that she is the Secretary of VILLAGE DRIVE OWNERS ASSOCIATION and acknowledged that she executed the foregoing in the presence of two subscribing witnesses, freely and voluntarily and under the authority duly vested in her by said corporation and that the seal affixed hereto is the true corporate seal of said corporation and that the foregoing Amendment to the Declaration was passed with the required vote having been received at a regular meeting of the members.


NOTARY PUBLIC



Linda L. Bellapanta
My Commission DD225929
Expires September 06, 2007

Prepared by: Stephen P. Sapienza, Esq.

**DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
VILLAGE PHASE III**

ARTICLE III

PROTECTIVE COVENANTS AND RESTRICTIONS

Section 1. Structural and Elevation Alterations: No building, structure, alteration, addition or improvement of any character, including but not limited to exterior painting and roofing, other than interior alterations not affecting the external appearance of a building or structure, shall be permitted upon any portion of the Properties unless and until a plat of such structure, alteration, addition or improvement shall have been approved by the Association as to the quality of workmanship and materials, color, harmony of external design with surrounding structures, location with respect to topography and finished grade elevation, its effect on the outlook from surrounding property and all other factors which will in the opinion of the Association affect the quality of the planning and design of the Properties and the improvements thereof. No construction shall be commenced, and no land shall be graded except in accordance with such approved plan or modification thereof similarly approved.

Section 2. No building or structure existing on the Properties or subsequently emplaced and approved by the Association shall be used for a purpose other than that for which the building or structure was originally designed without the approval of the Association.

Section 3. No fence, wall, tree, hedge or shrub planting shall be maintained on the Properties in such manner as to obstruct sight lines for vehicular traffic. Except as may be required to comply with the prior sentence, no tree on the Properties of a diameter of more than four inches measured two feet above ground level, lying without the approved building, driveway and parking areas, shall be removed without the approval of the Association.

Section 4. No noxious or offensive activity shall be carried on upon any portion of the Properties, nor shall anything be done thereon that may be or become a nuisance or annoyance in the neighborhood.

Section 5. No fence or wall of any kind shall be erected, begun or permitted to remain upon any portion of the Properties unless approved by the Association.

Section 6. No portion of any Lot shall be used except for residential purposes and for purposes incidental or accessory thereto, except for models used by the Developer for construction or sales activity.

Section 7. No sign of any nature shall be displayed to public view on the Properties except with the approval of the Association. The preceding shall not apply to signs of a temporary nature which offer the Lot for sale or lease.

Section 8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any portion of the Properties except that dogs, cats and other household pets (not exceeding two pets) may be kept provided they are not raised, bred or kept for any commercial purpose. No pets shall be permitted to roam at large, and all shall be kept on leashes.

Section 9. If a connection to a master antenna or a community antenna television system is available to the Properties, no television or radio antenna shall be located on the Properties, unless approved by the Association.

Section 10. Only central heating and air conditioning systems shall be permitted on the properties which shall not be exposed to public view.

Section 11. All lots are restricted to single family use. No Lot shall be reduced in size or further subdivision. No shed, trailer, portable building or other temporary building may be placed on any Lot. No exterior clothes lines or clothes drying shall be permitted.

Section 12. Except in covered containers or receptacles, no rubbish, trash, garbage or other solid or liquid waste material shall be placed, stored, or maintained on the Properties so as to be exposed to public view. All disposal shall be in dumpsters provided by the association.

Section 13. All motor vehicles shall be parked only on those portions of Parcel II which have been developed and designated for parking by the developer and any other areas of said Parcel II which from time-to-time may be approved and designated for parking by the Association. In addition to the requirements set forth herein relative to parking, all parking shall be subject to reasonable rules and regulations adopted by the Association from time-to-time. No vehicle shall be parked on any lot or road right-of-way or any other portion of Parcel II except as provided for above. No motor vehicle without a current license tag shall be parked or left unattended on the Properties. Recreational vehicles shall not be parked in excess of 72 hours. The overnight parking and/or storage of trucks over one-ton capacity, vehicles in commercial activities, boats, and trailers is prohibited.

Section 14. In order to maintain the standard of the subdivision, each owner shall keep all lots owner by him and all improvements thereon in good order, repair, and free of debris including, but not limited to seeding, watering and mowing of all lawns, pruning and cutting of all trees and shrubbery and the painting or other exterior care of all buildings and other improvements, all in a manner and with such frequency as is consistent with good property management. No weeds, underbrush, grass of 5 inches in height or other unsightly growths shall be permitted. In the event an owner shall fail to maintain the lot and improvements situated thereon as provided for herein, the Association shall mail a 15-day written notice by certified or registered mail to the last known property address of the owner advising owner of the failure to comply with the above provisions. Failure of the owner to correct the violation(s) within 15 days of mailing of said notice shall give the Association the right, but not the obligation, to enter upon the premises and correct the violation(s) and such entry shall not be deemed trespassing. All costs related to such corrections, repair, restoration or maintenance shall become a special assessment upon such lot and secured by a lien as provided in favor of the Association.

Section 15. Should the Association elect to do so, then and in that event, all exterior maintenance including repairs to walls and roofs, painting, landscaping and lawn maintenance of lots and improvements may be provided by the Association. The Association shall have the right to make reasonable repairs and perform reasonable maintenance in its sole discretion. Any and all costs incurred by the Association in the performing repairs or maintenance under this section shall be paid out of the assessments levied by the Association, provided, however, that if damage, repair and maintenance other than ordinary wear and tear is caused by the Owner, his agents, guests, or invitees or others whose presence is authorized by the owner, the Association shall have the right to impose a special assessment against said Owner to pay for the cost of repairs and replacement.

Section 16. An exterior low-voltage light post and fixture may be provided on each Lot by the Developer, for common area lighting. This light pot and fixture will be connected independently to the electric meter of each lot Owner and may not be disconnected or removed. All maintenance and expense of said post and fixture shall be borne by the Association other than electricity, which shall be the responsibility of the lot owner.

Section 17. No reflective foil, or other material or tinted glass shall be permitted on any windows except for tinted bronze glass and any such installation shall require the approval of the Association.

Section 18. In order to preserve and maintain proper drainage within the subdivision, no changes in elevation of any lot shall be made without the prior written approval of the Association.

Section 19. In the event the developer elects to install common mailbox facilities an individual mailbox shall be assigned to each Lot owner and the use thereof shall be subject to reasonable rules and regulations of the Developer and/or the Association as the case may be.

Section 20. Individual electric meters may be placed on a Lot to service that townhouse as well as the townhouses within a townhouse grouping. In that event duly authorized meter readers of Florida Power and Light, its successors or assigns, shall have the authority to enter upon any such Lot when necessary for the purpose of reading or maintenance of such meters. An easement is hereby reserved for ingress and egress of maintenance and repair over said Lot for all such utility purposes.

Section 21. All requests for approvals required by the Sections of Article III shall be submitted in writing to the Secretary of the Association. The Board of Directors of the Association shall approve, disapprove, or modify a request within thirty (30) days after the receipt of such request by the Secretary of the Association. Notice of the decision of the Board as to any such request shall be communicated to the maker by certified mail, return receipt requested. The decision of the Board shall be final and binding as to all requests submitted pursuant to the Sections of Article III. If the maker of such request has not received notice of the decision of the Board of Directors within said thirty (30) day period, such request shall be deemed to have been granted. Anything to the contrary contained herein notwithstanding the provisions of Article III, shall not be applicable to the initial construction of improvements on the Properties which are undertaken by the Developer.

Village Drive Owners Association
Flagler Beach, FL 32136
<https://www.village-drive.com/>

SECTION A: COMMUNITY CODE OF CONDUCT

- 1. Owners and other residents** (their lessees, tenants, invitees, and guests) must not engage in any abusive, pejorative, or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other Members, residents, guests, occupants, invitees, or directed at the Board of Directors or Management, its agents, its employees, or vendors.

Owners, other residents (their lessees, tenants, invitees, and guests) and Board Members acting on behalf of the Association, must not engage in any intimidation of any other persons through the display or discharge of a firearm, or the display of any other weapon (edge weapon, blunt force weapon, etc.) while on common areas, nor may any Board Member use such means to enforce any of the Association's Covenants, Restrictions, Rules, or Regulations. If such action is taken, then the Owner, Board Member or resident must indemnify and hold harmless the Association from any lawsuit or other legal proceeding brought against it and, in the case of a Board Member, such Board Member must be immediately removed from the Board for cause.

Be respectful of your neighbors. Large parties in Units (over six (6) people, including the Owners/residents of a Unit), loud music and noises, disorderly conduct, running, horseplay, nuisances, public intoxication, underage drinking, and illicit drug use will not be tolerated. The Association or any Owner or resident may summon the police to address disturbances of the peace. Damages to common areas or injuries to other persons or property caused by an Owner or the Owner's tenant, lessee, guest, or invitee, are at the expense of the offending Owner.

- 2. Trash disposal is restricted by Florida Health Code, Sec. 11-12. Dumpsters on the Village Drive property are for the exclusive use of Village Drive Owners Association residents and are for HOUSEHOLD GARBAGE ONLY! All garbage must be bagged, and the plastic lids to the dumpsters must be kept closed. NO EXCEPTIONS!**

- a. The dumpsters are NOT for furniture, appliances, or anything other than BAGGED garbage.** The disposal of these items is the responsibility of the resident discarding them. An enclosed staging area for such bulk items is located at the entrance of Village Drive adjacent to the dumpster enclosure.
- b. Cardboard** may be placed in the dumpster **ONLY if completely broken down and flat. NO EXCEPTIONS!** Cardboard may also be placed in the recycling bins.
- c. City of Flagler Beach Ordinance 86-19 prohibits Sanitation crews from picking up any waste defined as the following: EARTH, TREES, CONSTRUCTION MATERIALS OR DEBRIS, ROOFING MATERIAL, PLASTER, CONCRETE, or any other substance that may accumulate as a result of building operations or repairs, or as a result of clearing lots or tree removal. No hazardous materials, such as paint, motor oil, batteries, tires, etc., are to be placed in any dumpster or dumpster enclosures, staging area enclosure or recycling bins.**
- d. All HOA dumpsters are under video surveillance, and a courtesy notice in the form of a large orange sign is provided to note these rules; therefore, violators may be fined a MINIMUM of \$100 per offense, and/or charged back for the costs to remedy the violation.** Use of these dumpsters by non-residents shall be subject to criminal prosecution.

- 3. Lot(s)** shall be used for residential purposes only. In accordance with the City of Flagler Beach code, no more than a single family may reside in a Lot at any one time. "Family" shall mean one or more person(s) related by blood, adoption, marriage, or other domestic relationship, living and cooking together as a single housekeeping Unit within a Lot. Due to fire code, occupancy of any Lot is limited to two (2) persons per bedroom.

Village Drive Owners Association
Flagler Beach, FL 32136
<https://www.village-drive.com/>

- 4. Occupancy and Lease Information Requirements:** OCCUPANCY INFORMATION IS REQUIRED ANNUALLY AND WITH EACH OCCUPANCY CHANGE and must be kept up to date with respect to resident and vehicle information. RENTAL LEASES are NOT to be written for less than six months. A COPY OF ALL LEASES IS REQUIRED. Occupancy and Lease information SHALL BE SUBMITTED on the Occupancy Information page on the community website: <https://www.village-drive.com/>.
- a. Any new lease or lease extension addendum, change of occupancy information, and/or any additional required information specific to individual occupants must be provided to the Association or Management PRIOR to the occupancy of the Unit. This information is required to secure the safety and well-being of all residents and property. FAILURE TO PROVIDE REQUIRED INFORMATION TO THE ASSOCIATION WITHIN 10 DAYS OF A NEW AND/OR ADDITIONAL OCCUPANCY MAY RESULT IN A FINE AND/OR SUSPENSION.
 - b. Owners must perform background checks of tenants by a LICENSED SCREENING COMPANY and attach a receipt to the Occupancy Information page with the lease. A referral from an individual shall not suffice as the required background check.
- 5. TENANTS ARE NOT PERMITTED TO HAVE PETS.** Owners are permitted to have no more than two (2) household pets and shall be responsible for curbing their animal(s) and for removal of animal feces. NO EXCEPTIONS. No animals, including cats, shall be permitted to roam at large, and must be leashed on a lead no longer than 8 feet in length and be in constant, direct control of the Owner. Tethers are not to be used on the property.
- a. As posted on the property, all residents shall comply with current Flagler Beach Ord. Sec. 5-16, "pets must be leashed, and their waste picked up, bagged, and disposed of properly." Plastic bags and receptacles are provided on the property for disposal of dog waste.
 - b. It is prohibited to feed or house feral animals, such as cats, raccoons, squirrels, etc., anywhere on the property. These animals become dependent on the food and housing provided, which is detrimental to their health, and cause trash to be scattered throughout the property. These animals may become a liability to the Association, as well as become a health hazard to residents of the community.
- 6. Each Unit has a designated parking space.** The first vehicle must be parked in the Unit's designated parking space, and the second vehicle, if any, must be parked in an unassigned or visitor parking space within the area(s) designated. Parking in another Unit's designated parking space without written permission on file with the Association or Management is subject to towing at the vehicle Owner's expense. Designated parking spaces are to be used for operating licensed motor vehicles only. Anything other than motor vehicles will be removed or towed at the Owner's expense. Parking on the grass or on manhole covers is strictly prohibited; violations may result in fines, and/or suspensions and/or towing at the Owner's expense. Please advise all guests of parking restrictions; there is a 48-hour parking limit for all visitors.
- a. Parking of commercial vehicles, mobile homes, trailers, golf carts, boats, etc., is strictly prohibited, with the following exception: There is a 48-hour parking limit of such vehicles in the parking area by the pool located at 72 Forest Road.
 - b. Improperly parked vehicles or vehicles with expired license plates or no license plates will be towed at the Owner's expense.

Village Drive Owners Association
 Flagler Beach, FL 32136
<https://www.village-drive.com/>

- c. **Commercial Vehicles.** Commercial vehicles prohibited are defined as: 1) any truck or vehicle with tonnage in excess of one (1) ton that may or may not have advertising signage; 2) any vehicle used for the purpose of transporting persons for hire; 3) any vehicle designated, used or maintained primarily for the transportation of property incident to a business; 4) any vehicle used for providing services to another person or entity for a fee or profit; 5) any other vehicle of a size that would not fit in a standard 9x18-foot garage; vehicle length shall not exceed the parking stall depth of the Unit's designated parking space so as to encumber the flow of traffic behind said vehicle. Oversized vehicles may be parked in the visitor parking stalls at the pool, located at 72 Forest Road for no more than 48 hours.
- d. **Vehicles unmaintained and/or in a state of disrepair are prohibited on the property.** Servicing or repair is strictly prohibited on the property. **Motor vehicle owners must clean up any oil or other vehicle fluid leaks immediately.** Any motor vehicle leaking any type of automotive fluid must be repaired to prevent any future leaks that may damage the concrete parking areas. The Association is not responsible for the cleaning and/or removal of any automotive fluid leaks.
- e. **Vehicle washing and cleaning** should be done only on concrete parking areas. Precautionary measures should be taken to prevent any cleaning solution and/or water overspray from contacting adjacent vehicles or Unit siding and trim.

7. As posted at the entrances to the Village Drive and Forest Road properties, the following shall not be permitted:

- a. **Exceeding the speed limit of 15 MPH**
- b. **Skateboarding:** Riding any/all skateboards, scooters (manual or automatic), electric or gas toys, hover boards, skates, etc., is strictly prohibited on the property.
- c. **Soliciting**
- d. **Thru-traffic:** Unauthorized vehicles or vessels will be towed at vehicle Owner's expense, 24-hours a day, 7 days a week.

8. Bicycle riding is at the rider's risk. Bike storage for all biking items and other sports or camping equipment, including bicycles, skateboards, scooters, etc., is strictly prohibited in the front of the Units or areas visible from the street. In the interest of protecting every Owner, resident, and visitor's property, throwing any type of ball or other item of any type which could become a projectile is strictly prohibited within *100 feet* of any building or parked vehicle. Note: Wadsworth Park, located across from Palm Drive, is a public facility and provides adequate skating and sports areas, free of charge.

9. All outside structures, such as tents, canopies, hammocks, sheds, play structures, etc., are strictly prohibited on the property. **Retractable clotheslines** are permitted on screened lanais only. No clotheslines are permitted outside of the lanai or dwelling.

New installation of a satellite dish or antenna must be approved in writing by the Owner, and the location of the dish must be approved by the Association or Management through the submission of the Architectural Review Committee Application, or ARC Application page on the community website: <https://www.village-drive.com/>, or mailed to the Association or Management. Approved satellite dishes and antennae must be removed upon vacancy of the premises or change of tenancy. Failure to do so will be cause for the Association to remove satellite dish or antenna from the roof-plate at the Owner's expense.

Village Drive Owners Association
Flagler Beach, FL 32136
<https://www.village-drive.com/>

10. **Effective June 1, 2006, pursuant to the FLORIDA FIRE PREVENTION CODE 1:10.11.6.2, OPEN FLAMES, GRILLS OF ANY TYPE, FIREPITS, KINDLED DEVICES, ETC., and LIQUIFIED PROPANE GASES OF ANY TYPE, ARE NOT ALLOWED TO BE USED WITHIN 10 FEET OF ANY MULTI-DWELLING BUILDING ON VILLAGE DRIVE PROPERTY.** Storage of liquified propane gas of any type is prohibited on Village Drive Property.
11. **Noise should be restricted after 10 PM until 7 AM.** Please keep radios, TV's, stereos, musical instruments, etc., at a level that will not disturb other residents. Noxious or offensive activities and behavior that may be constituted as a nuisance or annoyance to other residents, including outside sales or soliciting of any kind, is strictly prohibited on the property.
12. **Pursuant to the Declaration, Article III, Section 7, no signs are permitted, except temporary "for sale" or "for lease" signs.** The Architectural Review Committee has the right, but not the duty, to regulate the size, shape, color and lettering of the sale or rental sign. Notwithstanding anything to the contrary, street numbers identifying the street number of a Dwelling Unit, security signs, and signs required by law may be placed on the exterior of the Dwelling Unit, but the ARC may regulate the size and type of such numbers or signs and may require their removal should they not comply with the ARC Guidelines.
 - a. **An ARC application** must be submitted to the community website PRIOR to placement of "for sale" or "for lease" signs that must be no further from the building than the drip line of the Unit, or 3 feet; lockboxes are permitted, provided the screen door closes properly.
13. **Any Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 3 feet by 5 feet, which represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag.**
14. **Repetitive violations** of these rules and regulations will be referred to the Enforcement Committee for Imposition of Fines and Suspensions and/or to the Association attorney for further action.

Village Drive Owners Association
 Flagler Beach, FL 32136
<https://www.village-drive.com/>

SECTION B: POOL RULES

- 15. IN ACCORDANCE WITH THE DEPARTMENT OF HEALTH IN FLAGLER COUNTY, FBC SECTIONS 454.1.2.3.5 and 454.1.8.13, pool rules are as follows and posted at the pool, located at 72 Forest Road. Rules are subject to change in the interest of safety and Association facilitation. All food, glass containers, cooking devices, unscheduled parties, and all dogs are strictly prohibited in and around the pool and pool deck (except service dogs as may be required by law). Please contact the Association or Management to schedule the Pool House for a small party or event. Scheduled events will be posted on the Community Calendar on the website.**
- a. **POOL HOURS ARE 6 A.M UNTIL 10 PM.** Residents may swim or sit at the pool or in the clubhouse no later than 10 PM. **ANY PERSON WHO ENTERS THE POOL DOES SO AT HIS OR HER OWN RISK. NO LIFEGUARD IS ON DUTY. CALL 911 IN THE EVENT OF AN EMERGENCY. POOL MAXIMUM DEPTH is 6 FEET therefore DIVING is NOT ALLOWED.**
 - b. **The pool is for the use of VILLAGE DRIVE OWNERS AND AUTHORIZED RESIDENTS.** Owners and Authorized Residents may bring guests to the pool area if the pool capacity (11 persons) is not exceeded. Such guests must always be accompanied by an Owner or Authorized Resident eighteen (18) years of age or older who shall assume responsibility for the actions of their guests. Babies, toddlers, and non-swimmers using swim aids must have constant supervision. Please be courteous of others while using the pool. Please do not sit on tabletops or stand children on them for dressing. Our facilities are not intended to provide a recreational place for the people living nearby. All posted rules must be observed. **Trespassers will be prosecuted.**
 - c. **The pool key is a security key and cannot be duplicated.** It is available from Management. Only owners or their designees may obtain the key. **Photo identification will be required** when the key is picked up. If the key is lost, the cost for a replacement is \$25.00. If the key is lost a second time, the cost of the key will be \$50.00. If it is lost a third time, it will not be replaced for a minimum of 12 months. **THE POOL GATE IS TO BE CLOSED AND LOCKED EXCEPT WHILE AUTHORIZED ATTENDEES ARE ENTERING OR LEAVING THE POOL AREA.**
 - d. **SHOWER BEFORE ENTERING THE POOL.** No one should enter the pool wearing suntan oil or lotion. Oil floats on the surface of the water, soils the walls of the pool, and clogs the filters.
 - e. **NO FOOD OR BEVERAGES ARE PERMITTED IN THE POOL OR ON POOL WET DECK (the area within four feet of the pool).** **COMMERCIALY BOTTLED WATER IN PLASTIC BOTTLES IS ALLOWED ON THE POOL WET DECK FOR POOL PATRON HYDRATION.** Beverages are permitted in the pool area in paper, plastic, or metal containers only. No glass of any nature is allowed. All trash must be placed in the trash containers provided **NO CHEWING GUM IS ALLOWED IN THE POOL AREA, and FOOD MUST BE CONSUMED IN THE CLUBHOUSE. NO SMOKING IN THE POOL AREA.**
 - f. **Pursuant to the Florida health code, no pets are permitted in the pool area, except for Service Dogs, and no animals are permitted in the pool at all.**
 - g. **Life-saving equipment** is for emergency use only. Playing with any pool equipment or throwing pool cleaning equipment into the pool is not permitted. **NO RUNNING OR ROUGHHOUSING ALLOWED ON POOL DECK OR IN THE POOL.**
 - h. **All persons not fully in control of their bowels must wear an appropriate swim diaper in the pool.** Persons who soil the pool are responsible for a cleaning fee of \$350.00, or more as may be deemed necessary by the Board, to clean and sanitize the pool. Do not dispose of diapers in the trash bins. Please be considerate and discard diapers in the community dumpsters.

Village Drive Owners Association
Flagler Beach, FL 32136
<https://www.village-drive.com/>

i. **Violations of the pool rules (except item 15 h.) are subject to the following fine schedule:**

1. First Notice - \$25.00 if paid within 15 days after postmarked date of notice.
2. Second Notice - \$30.00 (\$25.00 + \$5.00 late fine) if paid within 15 days after postmarked date of notice.
3. Third Notice - \$40.00 (\$25.00 + \$5.00 late fine + \$5.00 certified mail and handling) if paid within 15 days after postmarked date of notice.

j. **Floats may be used if not more than 4 persons are using the pool, and if no one objects; toy balls or Frisbees are not permitted in the pool area. Radios are permitted, but the volume must be kept to a level so as not to disturb others. Anyone using foul language or otherwise being disorderly will be asked to leave the pool area at once.**

k. **PLEASE BE ADVISED THAT A VIOLATION OF ANY OF THE POOL RULES IS CAUSE FOR FORFEITURE OF POOL PRIVILEGES AND A FINE.**

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Village Drive Owners Association
 Flagler Beach, FL 32136
<https://www.village-drive.com/>

SECTION C: ARCHITECTURAL STANDARDS

16. EXTERIOR MODIFICATIONS, including, (but not limited to), additional landscaping by Owners and placement of realty signs, must be presented to and approved by the Association, or the Architectural Review Committee, as is appropriate. Exterior painting and shingles must conform to the approved standards. An Architectural Review Committee application should be submitted on the community website: [https://www.village-drive.com.](https://www.village-drive.com/)

PAINT COLOR STANDARDS shall be as follows: Note: *Semi-Gloss Paint* seals the siding and repels water so it is recommended.

Custom Paint Codes are for 1 Gallon Clark + Kensington® Exterior Semi-Gloss Paint. If an alternate brand of paint is to be used, a paint sample must be submitted to the Association or Management.

Exterior- Light Tanned Brown:		Oz:	Shots:	1/8 Shots:
109B433	R3	-	17	6
Gallon	S1	1	3	4
	Y3	2	14	1
Exterior Trim- Dark Brown:		Oz:	Shots:	1/8 Shots:
109B440	M1	1	15	1
Gallon	R3	1	27	2
	S1	8	19	2
	W1	2	2	-

FRONT DOOR: Almond in Color: Doors must be a six-panel door with two optional windows. Doors shall be maintained in a clean and operable condition, and free from obstructions that would hinder access to or from the Unit in case of an emergency.

STORM DOORS (REQUIRED), SLIDERS AND WINDOWS: Brown or Bronze in Trim Color: Windows, sliders, and storm doors shall be maintained in a clean and operable condition and free from obstructions that would hinder access to or from the Unit in case of an emergency. Windows and lanais shall be shaded or curtained in white or beige blinds or curtains. Exterior walls of the Units which are within a lanai shall be Exterior Light Tanned Brown custom color detailed in the paint standards.

WINDOW AND DOOR ADORNMENTS: Adornments on windows and doors are allowed for **the following holidays** and may be placed on windows and doors no more than 21 calendar days prior to the date of the holiday and shall be removed within 7 calendar days after the holiday: New Year’s Day, President’s Day, Martin Luther King Day, Valentine’s Day, St. Patrick’s Day, Mardi Gras, Easter, Passover, Ramadan, Memorial Day, Independence Day, Labor Day, Halloween, Veteran’s Day, Thanksgiving, Christmas, Hanukkah, and Kwanzaa. Other holidays will be considered on a case-by-case basis through the submission of an Architectural Review Committee application on the community website. Lights must be turned off by 10:00 p.m.

HURRICANE SHUTTERS: Hurricane shutters are permitted and encouraged. The shutters must be brown, bronze, or clear. The cornice or valance shall be brown or bronze to blend with the color scheme of the building. The permanently installed shutters may be deployed any time the Owner is absent, so that the property will be protected in case of a storm. Permanent shutters must be installed by a licensed and insured contractor, following approval by the Architectural Review Committee application. Temporary types of shutters such as plywood panels may only be used in an emergency and then for no more than two weeks before a named storm and for two weeks after a named storm.

ROOFING STANDARDS:

ROOF SHINGLES: shall be Atlas Pinnacle® Pristine Tan architectural shingles or an Association-approved equal.

Village Drive Owners Association
Flagler Beach, FL 32136
<https://www.village-drive.com/>

FLAT ROOFING: shall be upon approval of a submitted Architectural Review Committee application.

SOLAR PANELS: Solar panels may not be visible from the street and may be installed only upon written approval of the Architectural Review Committee by a licensed and insured contractor.

GUTTERS, DOWNSPOUTS AND SOFFITS: Gutters and downspouts must be brown to match the trim color; underlying soffits must be tan to match the exterior siding. Gutter downspouts must discharge at least five (5) feet from the foundation of the dwelling. Water catchment systems (rain barrels, etc.) must be a closed system, connecting directly to gutters to aid in mosquito control, and must be tan or brown, depending on placement, to blend with the color of the dwelling. No standing water is permitted.

EXTERIOR WALL REPAIR/REPLACEMENT STANDARDS:

The following minimum standards for exterior wall repair, scope, and purpose will apply to all exterior walls¹:

EXTERIOR SIDING REPAIR:

The exterior siding "T1-11" of any individual Unit may only have (1) repair or "patch" per "EXTERIOR WALL ELEVATION."² The repair/patch must be made with T1-11 and performed in a manner so that the outside edges of the repair are smooth, blended in, and structurally sound, with the final resulting appearance to be such that a reasonable person would not see the edges of the repair and blending from twenty (20) feet. No single "patch or repair" may exceed 576 square inches in total and may not have a horizontal width of greater than 36 inches. PATCHES OR REPAIRS EXCEEDING 576 SQ IN in total OR 36 INCHES IN WIDTH require that the entire sheet of T1-11 be replaced.

SHEETING REPLACEMENT:

In that T1-11 is manufactured with a vertical joint to be of "shiplap" design³, and that the placement of the joint MUST be at a stud, the ONLY acceptable and proper repair requires that the entire sheet in question be replaced.

APPROVED ALTERNATIVE METHODS AND PRODUCTS FOR SHEETING REPLACEMENT:

In that individual sheeting replacement is labor and cost intensive, and that T1-11 is an inferior building product obtained at a premium price, the following prescribed method and alternatives have been approved, a) – f):

- a) Removal of ALL trim pieces and all rotten areas of siding.
- b) Replace and fill rotted areas with 5/8" plywood or structurally rated equal.

¹ Great liberties have been taken through the years with respect to exterior siding repair or replacement that have resulted in a "quilted" pattern of repairs: patches of siding and trim that have caused an overall degradation of the appearance of the complex and value of each and every property within. Henceforth the following minimum standards will apply to all exterior wall repairs.

² Elevation is a view of a building seen from one side, a flat representation of one façade. This is the most common view used to describe the external appearance of a building. Each elevation is labelled in relation to the compass direction it faces, e.g. looking toward the north you would be seeing the southern elevation of the building. Buildings are rarely a simple rectangular shape in plan, so a typical elevation may show all the parts of the building that are seen from a particular direction.

³ SHIPLAP: Wooden siding rabbeted so that the edge of one board overlaps the one next to it in a flush joint.

Village Drive Owners Association
Flagler Beach, FL 32136
<https://www.village-drive.com/>

- c) Wrap the entire wall with an approved vapor barrier: Tyvek® or equivalent.
- d) Re-side with either LP Smartside®⁴ or Hardie® vertical siding⁵.
- e) Replace all trim pieces with composite material when sizes are available.
- f) Caulk, prime where needed, and paint to proper colors.

APPROVALS AND PERMITS:

Whereas any siding replacement of an area greater than 32 square feet, OR any roofing replacement of more than 100 square feet requires issuance of a BUILDING PERMIT, a copy of the permit and "NOTICE TO OWNER" MUST BE PROVIDED TO THE ASSOCIATION BEFORE COMMENCEMENT OF ANY WORK.

Upon final inspection, the Board MUST be notified, and a compliance inspection shall be conducted by no less than two (2) Board members to ascertain that the architectural standards have been met. Either a final approval or a failure, shall be provided IN WRITING within 30 days by the Association or Management. In such case as a failure determination, the Owner shall have 30 days to appeal the failure to the entire Board. A one-time extension of 30 days to cure the non-compliance will be allowed. If the failing cause is not properly cured, the Board may, at its discretion, cure the failing cause at the Owner's expense.

- 17. Any demising fence *between* the rear area of each Unit shall be 6' high, tongue & groove, tan vinyl fencing. Fencing materials and placement must be approved by the Association.**
- 18. No potted plants, yard art, item or device may be placed in front of, or on any Lot or on a common area without submission and approval of an Architectural Review Committee Application.** Any in-ground plantings already in place within 5 feet of the roof drip line shall: 1) be maintained by the Owner, 2) remain at or below 5 feet in height, 3) not impinge the roof or building siding or trim. Failure to maintain potted plants or inground plantings may be cured by the Association, subject to removal, with all related costs billed to the Owner.
- 19. Exterior porch light bulbs shall be clear or white.** Exterior lighting shall not interfere with neighbors' peaceful enjoyment of their property.

⁴ <https://lpcorp.com/products/exterior>

⁵ <https://www.jameshardie.com/products/hardiepanel-vertical-siding>

State of Florida
County of Flagler

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1st day of July 2022 by Karen Jones, Secretary of Village Drive Owners Association, who is personally known to me or who has produced ADL as identification.

Karen Jones *Karen Jones*

Notary of State of Florida *[Signature]*

My commission expires: 3/24/24



Unofficial Document

AMENDMENTS AND MODIFICATION OF BY-LAWS
OF VILLAGE DRIVE OWNERS ASSOCIATION

THIS AMENDMENT, made this 3rd day of April, 1993, by the VILLAGE DRIVE OWNERS ASSOCIATION, INC. a not for profit Florida Corporation hereinafter referred to as "Association":

WHEREAS, the By-Laws of the VILLAGE DRIVE OWNERS ASSOCIATION, INC., were filed and recorded in Official Records Book 221, at page 57 et. seq., Public Records of Flagler County, Florida;

WHEREAS, a majority of the entire membership of the Board members and a majority of the members owning lots desire to amend said By-Laws;

WHEREAS, the period of Development has ceased;

NOW THEREFORE, a majority of the entire membership of the Board of Directors and a majority of the members owning lots hereby amend said By-Laws as follows:

1. Article II, Section 3, is hereby amended so as to delete the following "Votes may be cast in person or by proxy" and to insert in its place and stead the following substitute words:

"Votes may be cast in person or by absentee ballot and shall be entitled to cast his/her/their vote in addition to said absentee ballot, a limited proxy form shall be sent authorizing its use by the secretary of the corporation for purposes of establishing the existence of a quorum present at said meeting"

2. Article III, Section I is hereby amended so as to provide that the annual meeting of shareholders shall take place on the first Saturday of April of each year rather than on the first Saturday in May of each year.

3. Article IV, Section 3 of the By-Laws is hereby amended so as to add the following additional language at the end of the existing provision:

The term of office of the Board of Directors shall be staggered so that the term of approximately one-half of the members of the Board of Directors shall expire in any given year. To accomplish this result, at the first annual meeting following adoption of this amendment, the members shall elect one-half of the candidates as members of the Board of Directors to a one year term and the other one-half shall be elected to a two year term. Thereafter, at each subsequent annual meeting of members, only one-half of the members of the Board of Directors term will expire. All subsequent elections shall be for a term of two years.

4. A new Article IV, Section 3.5 is hereby added to the end of Article 4 to provide as following:

REMOVAL OF AN OFFICER OR MEMBER OF THE BOARD OF DIRECTORS:
An officer or member of the Board of Directors is subject to removal for any of the following grounds: a) Conviction of a felony; b) Failure to attend three consecutive regular meetings of the Board; c) conflict of interest; d) behavior inconsistent with the duties of office or the interests of the Association.

5. A new Article IV, Section 5b is hereby added to the end of Article IV to provide as follows:

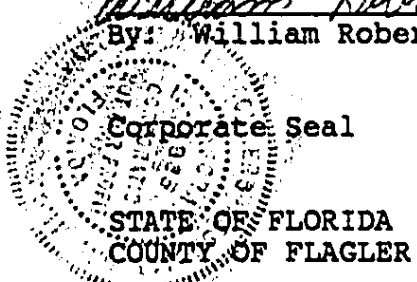
REPLACEMENT OF AN OFFICER OR MEMBER OF THE BOARD OF DIRECTORS UPON RESIGNATION OR REMOVAL: In the event of: 1) resignation of an officer or member of the Board of Directors; 2) the death of an officer or member of the Board of Directors, or should any officer or member of the Board of Directors be removed by an affirmative vote of majority of the membership present at a regular or special meeting after either the filing of a petition for removal signed by ten percent (10%) of the members or after a majority vote of the members of the Board Directors recommending said removal, the remaining term shall be filled by appointment made by a majority of the remaining members of the Board of Directors, but if said term extends beyond the next annual meeting of the membership, then said appointment shall be only for that portion of the remaining term between the resignation or removal of said board member and the next election scheduled for the annual meeting and at such annual meeting said position shall be permanently filled for the remaining balance of the term by the membership at said election.

Executed and certified on this 27th day of January, 1995.

VILLAGE DRIVE OWNERS ASSOCIATION, INC.
HOMEOWNERS ASSOCIATION

William Roberts
By: William Roberts, Secretary

Tance E. Roberts
[Signature]



Corporate Seal
STATE OF FLORIDA
COUNTY OF FLAGLER

I hereby certify that on the 27th day of January, 1995, before, me, an officer duly authorized in the State and County aforesaid to take acknowledgements and administer oaths, personally appeared WILLIAM ROBERTS as Secretary of VILLAGE DRIVE OWNERS ASSOCIATION and acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation and did take an oath. RM3-932-37-367-0

Karen J. Van Doren
Printed Name: KAREN J. VAN DOREN
NOTARY PUBLIC
Commission No.: CC12370
Commission Expires: 07/07/98
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 07, 1998
BONDED THRU HUCKLEBERRY & ASSOCIATES

Return to:
Tance E. Roberts, Esquire
LAW OFFICES OF RONALD E. CLARK
Post Office Drawer 10
Bunnell, FL 32110
(904)437-5686
Florida Bar No. 0947636

**AMENDMENTS AND MODIFICATION OF BY-LAWS
OF VILLAGE DRIVE OWNERS ASSOCIATION**

THIS AMENDMENT, made this 1st day of April, 1995, by the VILLAGE DRIVE OWNERS ASSOCIATION, INC. a not for profit Florida Corporation hereinafter referred to as "Association":

WHEREAS, the By-Laws of the VILLAGE DRIVE OWNERS ASSOCIATION, INC., were filed and recorded in Official Records Book 221, at page 57 et. seq., Public Records of Flagler County, Florida;

WHEREAS, a majority of the entire membership of the Board members and a majority of the members owning lots desire to amend said By-Laws;

WHEREAS, the period of Development has ceased;

NOW THEREFORE, a majority of the entire membership of the Board of Directors and a majority of the members owning lots hereby amend said By-Laws as follows:

1. Paragraph 3.5 under Article IV of the By-Laws of Village Drive Owners Association, Inc. is in conflict with Article VII of the Articles of Incorporation of Village Drive Owners Association, Inc. and with Article IV, Section 4, of the By-Laws of Village Drive Owners Association, Inc., to wit:

Removal of an Officer or Member of the Board of Directors: A Officer or member of the Board of Directors is subject to removal for any of the following grounds: a) conviction of a felony; b) failure to attend three consecutive regular meetings of the Board; c) conflict of interest; d) behavior inconsistent with the duties of office or the interests of the Association.

Said paragraph 3.5 under Article IV of the By-Laws is hereby repealed in its entirety.

2. The By-Laws of the Village Drive Owners Association, Inc. Article IV, Section 12 do not allow for member comments in the order of business for the Board of Directors meetings. The Board of Directors desire member comments be placed in the order of business for the Board of Directors meetings. Article IV, Section 12 is hereby amended to replace subsection (h) "Adjournment" with (h) "Member Comments" and creating a new Section (i) "Adjournment".

Executed and certified on this 19th day of April, 1995.

REC 0531 PAGE 0583

VILLAGE DRIVE OWNERS ASSOCIATION, INC.
HOMEOWNERS ASSOCIATION

OFF REC 0531 PAGE 0584

William L. Roberts
By: William L. Roberts

Karen J. VanOpdorp

Tance E. Roberts

Corporate Seal

STATE OF FLORIDA
COUNTY OF FLAGLER

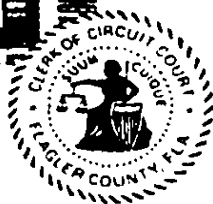
I hereby certify that on the 19th day of April, 1995, before, me, an officer duly authorized in the State and County aforesaid to take acknowledgements and administer oaths, personally appeared William Roberts as Secretary of VILLAGE DRIVE OWNERS ASSOCIATION and acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation and did take an oath.

Karen J. VanOpdorp
Printed Name: Karen J. VanOpdorp
NOTARY PUBLIC
Commission No.: CC 12390
Commission Expires:

Return to:
Tance E. Roberts, Esquire
LAW OFFICES OF RONALD E. CLARK
Post Office Drawer 10
Bunnell, FL 32110
(904)437-5686
Florida Bar No. 0947636

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 07, 1998
BONDED THRU HUGGINS & ASSOCIATES

Official Document



OFF REC 0531 PAGE 0585

SYD CROSBY
Clerk of Circuit Court
Flagler County

Post Office Box 787
Bunnell, Florida 32110-0787
Telephone 904/437-7414

Instr No: 95004959 Date: 04/20/95
SYD CROSBY, FLAGLER County
By: *[Signature]* D.C. Time: 08:30

APRIL 1, 1994

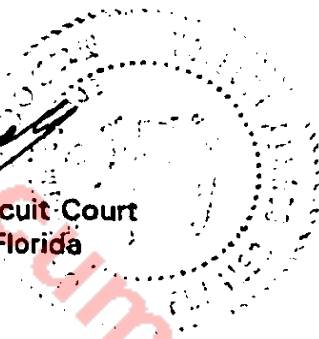
Tax Deed #88-0541

I HEREBY CERTIFY THAT I HAVE MAILED, BY CERTIFIED MAIL, A NOTICE TO THE FOLLOWING:

LOLITA M. MARTIN
11 JOHN STEELE ROAD
FARMINGTON, CT 06032

Sincerely,

Syd Crosby
Clerk of the Circuit Court
Flagler County, Florida



Official Document

VILLAGE DRIVE OWNERS ASSOCIATION, INC.
NOTICE OF PRESERVATION OF DECLARATION, COVENANTS AND RESTRICTIONS
PURSUANT TO SECTION 712.06 FLORIDA STATUTES

ENTITY: THE VILLAGE DRIVE OWNERS ASSOCIATION, INC.

ADDRESS: P.O. Box 1946, Flagler Beach, FL 32136

MAILING OF NOTICE: See attached affidavit

LANDS AFFECTED: The following is the description contained in the recorded Declaration of
Covenants and Restrictions

“Parcel I

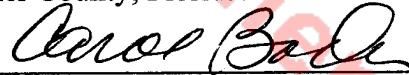
Lots 1 through 65 of the Village, Phase III Subdivision Plat; and

Parcel II

Consists of all the real property comprising the Village Phase III Subdivision Plat,
less and except Lots 1 through 65 inclusive and the dedicated right of way of
Forrest Road, as filed at Plat Book 27, pg. 5, Public Records of Flagler
County, Florida and at Plat Book 26, pg. 53, Public Records
of Flagler County, Florida, respectively.

RECORDED INSTRUMENT: The Declaration of Covenants, Restrictions, and Easements of
Village Phase III which is recorded in Official Records Book 221 at page 528, et seq, as
amended by instrument recorded in Official Records Book 526 at Page 1694, et seq, and again by
instrument recorded in Official Records Book 1461 at page 53, et seq, Public Records of Flagler
County, Florida.

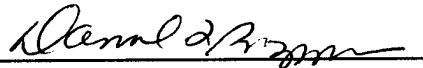
PURPOSE: THIS NOTICE RENEWS THE COVENANTS, RESTRICTIONS AND
EASEMENTS OF VILLAGE PHASE III AS RECORDED IN THE ABOVE DESCRIBED
INSTRUMENT FOUND IN BOOK 221 at page 528 et, seq, as amended by instrument recorded
in Book 1461 at page 53, et. seq., Public Records of Flagler County, Florida.



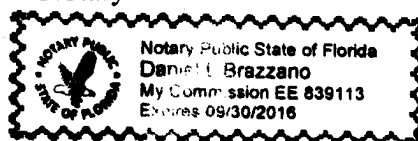
CAROL BADER, As President

STATE OF FLORIDA
COUNTY OF FLAGLER

Before me, the undersigned authority, this 9 day of November, 2012, personally
appeared CAROL BADER, as President of the VILLAGE DRIVE OWNERS' ASSOCIATION,
who did present a valid Florida Driver's License as identification and who did take an oath and
state that the foregoing Notice was executed by her for and on behalf of the VILLAGE DRIVE
OWNERS' ASSOCIATION after being authorized by a 2/3rd majority of the Board of Directors.



Notary Public



Page 2 of 2 pages

Notice of Preservation of Declaration, Covenants and Restrictions
VILLAGE DRIVE OWNERS' ASSOCIATION
NOTICE PURSUANT TO SECTION 712.06(1)(b)

AFFIDAVITS

STATE OF FLORIDA
COUNTY OF FLAGLER

I, as Secretary of the VILLAGE DRIVE OWNERS' ASSOCIATION, do hereby state that the foregoing action was approved of by a 2/3rds majority of the Board of Directors at a meeting notice of which was given to all member and that the President was authorized and directed to execute and cause the same to be recorded in the Public Records of Flagler County, Florida.

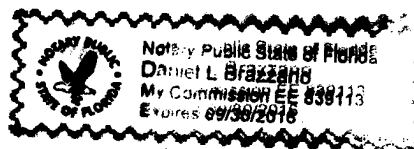
Lorraine Kapczynski
LORRAINE KAPCZYNSKI, As Secretary
KAPCZYNSKI

I hereby certify that the statement of marketable title action prescribed in Section 712.06(1)(b) was mailed or hand delivered to all members of the homeowner's association not less than seven (7) days prior to the meeting of the board of directors prescribed in Section 712.05 Florida Statutes.

Carol Bader
CAROL BADER, As Chairman
of Board of Directors

Before me personally appeared LORRAINE KAPCZYNSKI, as Secretary, and CAROL BADER as chairman of the Board of Directors and they did present valid Florida Drivers' Licenses as identification and did take an oath and each of them stated that they executed the affidavit above bearing their signature and that the statements contained in said affidavit that they signed are true and correct, this 9th day of November, 2012.

Daniel L. Brazzani
Notary Public



Village Drive Homeowners Association
411 South Central Ave., Ste. B
Flagler Beach, FL 32136

GENERAL RULES AND REGULATIONS: August 2020 Revision

SECTION A: COMMUNITY

1. Trash disposal is restricted by Florida Health Code, Sec. 11-12. All trash is to be placed in plastic or paper bags and put into dumpsters. Please open dumpster lid to place the garbage in the dumpster. **Do not throw trash on top of the dumpster. Dumpster lids are to be closed after depositing trash.** Large plastic containers are provided outside enclosures for recycling materials.

No household items or large boxes are to be put in the dumpsters. **Bulk items are to be placed neatly, INSIDE the dumpster enclosures.** Items too large to be placed inside the dumpster enclosures are to be placed at the dumpster located at Village Drive and Forest Road, **BESIDE the exterior fence, next to the wooded area. No hazardous materials, such as paint, motor oil, batteries, tires, etc., are to be placed in any dumpster or in the dumpster enclosures.**

PLEASE NOTE: Costs are incurred by your Association when inappropriate items are left at, or placed in, the dumpsters or recycling containers. **These costs result in increased owner assessments, increased resident rental costs, and fines.**

2. Lots shall be used for residential purposes only. In accordance with City of Flagler Beach code, no more than a single family may reside in a Lot at any one time. "Family" shall mean one or more person related by blood, adoption, or marriage living and cooking together as a single housekeeping unit within a Lot. For two-bedroom units, three (3) persons living and cooking together as a single housekeeping unit though not related by blood, adoption, or marriage shall be deemed to constitute a family for purpose of this rule. For one-bedroom units, two (2) persons living and cooking together as a single housekeeping unit though not related by blood, adoption, or marriage shall be deemed to constitute a family for purpose of this rule.
3. LEASES: Rental leases are **NOT to be written for less than six months.** A copy of all leases **MUST BE SUBMITTED** to Vesta Property Services, 411 S. Central, Ste. B., Flagler Beach FL, 32136.
 - a. Any new lease must be provided to the Association's Board or management to be placed in file materials.
 - b. Along with the lease, the Owner must provide the tenant's contact and vehicle information as well as contact information of the property manager, if any, who can receive emergency correspondence from the Association.

Village Drive Homeowners Association
411 South Central Ave., Ste. B
Flagler Beach, FL 32136

GENERAL RULES AND REGULATIONS: August 2020 Revision

- c. Owners must perform background checks of tenants and provide confirmation to the Board or management that a background check was conducted.
 - d. All required information **must** be provided prior to move-in. Failure to register and/or provide proper information shall result in fines being imposed against the Owner.
- 4. Tenants are not permitted to have pets.** Owners are permitted to have pets. To comply with current Flagler Beach Ord. Sec. 5-16, **pets must be leashed, and their waste picked up, bagged, and disposed of properly.** "Doggie waste" receptacles are provided on the property, as well as dumpsters, for disposal of dog waste.
- 5. Each unit has a designated parking space. It is to be used for licensed motor vehicles only.**

Anything other than motor vehicles will be removed or towed at the owner's expense. Parking is restricted to paved areas on the property. **All parking on the grass or on manhole covers is strictly prohibited.** Please advise all guests of parking restrictions; **there is a 48-hour parking limit for all visitors.**

- a) **Parking of commercial vehicles, mobile homes, trailers, golf carts, boats, etc., is strictly prohibited,** with the following exception: There is a 48-hour parking limit of such vehicles in the parking area by the pool located on Forest Road. **Improperly parked vehicles will be towed at the owner's expense.**
- b) **Commercial Vehicles.** Commercial vehicles prohibited are defined as: 1) any truck or vehicle with tonnage in excess of one (1) ton that may or may not have advertising signage; 2) any vehicle used for the purpose of transporting persons for hire; 3) any vehicle designated, used or maintained primarily for the transportation of property incident to a business; 4) any vehicle used for providing services to another person or entity for a fee or profit; 5) any other vehicle of a size that would not fit in a standard 9x18 foot garage; vehicle length shall not exceed the parking space depth of the unit's designated parking space so as to encumber the flow of traffic behind said vehicle.
- c) **Vehicles unmaintained and/or in a state of disrepair are strictly prohibited on the property.** Servicing or repair is strictly prohibited on the property. **Motor vehicle owners must clean up any oil or other vehicle fluid leaks.** Any motor vehicle leaking any type of automotive fluid must be repaired to prevent any future leaks that may damage the concrete parking areas. The Association is not responsible for the cleaning and/or removal of any automotive fluid leaks. Vehicle washing and cleaning should be done only on concrete parking areas. Precautionary measures should be

Village Drive Homeowners Association
 411 South Central Ave., Ste. B
 Flagler Beach, FL 32136

GENERAL RULES AND REGULATIONS: August 2020 Revision

taken to prevent any cleaning solution and/or water overspray from contacting adjacent vehicles or unit siding.

6. **Bicycle riding is at the rider's risk. Riding any/all skateboards, scooters --- manual or automatic --- electric or gas toys, etc., is strictly prohibited on the property.** Bike storage for all biking items, including bicycles, skateboards, scooters, etc., is strictly prohibited in the front of the units.

PLEASE NOTE: Wadsworth Park, located across from Palm Drive, is a public facility and provides adequate skating areas, free of charge.

7. All outside structures, such as clothes lines, tents, canopies, antennas, including satellite dishes, etc., are strictly prohibited on the property.

New installation of a satellite dish must be approved in writing by the owner, and the location of the dish must be approved by the management company. Satellite dishes in use as of August 31, 2020 are permitted but must be removed upon vacancy of the premises or change of tenancy. Failure to do so will be cause for the Association to remove satellite dish at owner's expense. All satellites not in use must be removed from property by August 31, 2020.

8. Pool rules are in accordance with Florida Health Code 64E-9.0008 and posted at the pool, located on Forest Road. Rules are subject to change in the interest of safety and Association facilitation. **All food, glass containers, cooking devices, parties, and all dogs are strictly prohibited in and around the pool.**
9. Storage of all items in front of units is strictly prohibited, including **grills of all types**, Florida Fire Prevention Code. 1:10.11.6.1, 2016, **seating and furniture, all types of biking equipment, toys, etc.** **No open flames or kindled devices, such as fire pits, are allowed to be used on the property.**

Effective November 1, 2017, PURSUANT TO FLORIDA FIRE PREVENTION CODE 1:10.11.6.2, GRILLS OF ANY TYPE, FIREPITS, KINDLED DEVICES, LIQUIFIED PROPANE GAS OF ANY TYPE, ETC. ARE NOT ALLOWED ON VILLAGE DRIVE PROPERTY. Any found will be subject to IMMEDIATE REMOVAL by the Association, at the unit owner's expense.

8. Noise should be restricted after 11 PM until 7 AM. Please keep radios, TV's, stereos, musical instruments, etc., at a level that will not disturb your neighbor.

9. Noxious or offensive activities are strictly forbidden on the property. **Behavior that may be constituted as a nuisance or annoyance to other residents is strictly prohibited on the property. No outside sales or soliciting of any kind is permitted on the property.**

Village Drive Homeowners Association
 411 South Central Ave., Ste. B
 Flagler Beach, FL 32136

GENERAL RULES AND REGULATIONS: August 2020 Revision

- 10. It is prohibited to feed or house feral animals, such as cats, raccoons, squirrels, etc., anywhere on the property. These animals become dependent on the food and housing provided, which is detrimental to their health, and causes trash to be scattered throughout the property. These animals may become a liability to the Association, as well as become a health hazard to residents of the community.

SECTION B: ARCHITECTURAL STANDARDS

- 11. Exterior modifications, including, (but not limited to), additional landscaping by owners, must be presented and approved by the Homeowners Association, or the Architectural Review Committee, as is appropriate. Exterior painting and shingles must conform to the approved standards.

PAINT COLOR STANDARDS shall be as follows:

Dark Brown Custom Match (trim)

Sherwin-Williams Exterior Architectural A 100 Latex IFC 8012N

CCE*Colorant	02	32	64	128
B1-Black	6	53	-	-
R2-Maroon	2	36	-	1

One Gallon Ultradeep
 A06T00154 640399697

Light Tanned Brown Custom Match (siding)

Sherwin-Williams Exterior Specialty Acrylic Masonry IFC 8012N

CCE*Colorant	02	32	64	128
L1-Blue	4	8	-	1
R2-Maroon	4	32	-	-
Y3-Deep Gold	20	23	1	1

Five Gallon Extra White
 A24W00351 640515763

Village Drive Homeowners Association
411 South Central Ave., Ste. B
Flagler Beach, FL 32136

GENERAL RULES AND REGULATIONS: August 2020 Revision

ROOFING STANDARDS

ROOF SHINGLES shall be Tamko® Architectural Desert Tan or an Association-approved equal.

FLAT ROOF: Porch Roofing may be refinished in either of the following ways and shall be stipulated on the ARC application:

- a) "ELITE PANEL ROOF" An Elite panel roof is an Aluminum roof panel that consists of 2 layers of white pebbled finish aluminum, sandwiching a 3.5"-4" closed cell Styrofoam.® Elite panel roofs shall be installed according to FL building code: Florida Administrative Code Rule 61G4-15.05 and trimmed with the appropriate bronze extruded trim provided by the roof manufacturer.
- b) "ROLL FORMED STEEL" Roofing panels shall be 5 rib panel / 36" width of coverage /5 ribs 9" on center ¾" high 26 gauge and attached with color matching exposed fastener roofing screws and must meet Florida Building code as a permit is required. The finished color may be white or Desert Tan matching the Tamko® shingle color. Finished colors shall be a manufacture's applied finish. Trim shall be dark brown, closely matching the dark brown trim paint code BUT shall be a manufacture's applied finish.

EXTERIOR WALL REPAIR/REPLACEMENT STANDARDS

The following minimum standards for exterior wall repair, scope, and purpose will apply to all exterior walls¹:

EXTERIOR SIDING REPAIR

The exterior siding "T-111" of any individual unit may only have (1) repair or "patch" per "EXTERIOR WALL ELEVATION."² The repair/patch must be made with T-111 and performed in a manner so that the outside edges of the repair are smooth, blended in, and structurally sound. The final resulting

¹ Great liberties have been taken through the years in regards to exterior siding repair or replacement that have resulted in a quilted pattern of repairs: patches of siding and trim that have caused an overall degradation of the appearance of the complex and value of each and every property within. Henceforth the following minimum standards will apply to all exterior wall repairs. '

² Elevation is a view of a building seen from one side, a flat representation of one façade. This is the most common view used to describe the external appearance of a building. Each elevation is labelled in relation to the compass direction it faces, e.g. looking toward the north you would be seeing the southern elevation of the building. Buildings are rarely a simple rectangular shape in plan, so a typical elevation may show all the parts of the building that are seen from a particular direction.

Village Drive Homeowners Association
411 South Central Ave., Ste. B
Flagler Beach, FL 32136

GENERAL RULES AND REGULATIONS: August 2020 Revision

appearance shall be that a reasonable person would not see the edges of the repair or blending, from a distance of twenty (20) feet. No single "patch or repair" may exceed 576 square inches in total and may not have a horizontal width of greater than 36 inches. PATCHES OR REPAIRS EXCEEDING 576 SQ IN OR 36 INCHES IN WIDTH will require the entire sheet of T-111 be replaced.

SHEETING REPLACEMENT:

In that T-111 is manufactured with a vertical joint to be of "shiplap" design³, and that the placement of the joint MUST be at a stud, the ONLY acceptable and proper repair requires that the entire sheet in question be replaced.

APPROVED ALTERNATIVE METHODS AND PRODUCTS TO SHEETING REPLACEMENT: In that individual sheeting replacement is labor and cost intensive, and that T-111 is an inferior building product obtained at a premium price, the following prescribed method and alternatives have been approved.

- a) Removal of ALL trim pieces.
- b) Removal of rotten areas of siding.
- c) Replace and fill rotted areas with 5/8" plywood or structurally rated equal.
- d) Wrap the entire wall with an approved vapor barrier: Tyvek® or equivalent.
- e) Re-side with either LP® Smartside⁴ or Hardie® vertical panel⁵.
- f) Replace all trim pieces with composite wood.
- g) Caulk, prime where needed, and paint to proper colors.

APPROVALS AND PERMITS

Whereas any siding replacement of an area greater than 32 square feet OR roofing replacement of more than 100 square feet requires issuance of a BUILDING PERMIT, a copy of the permit and "NOTICE TO OWNER" MUST BE PROVIDED TO THE ASSOCIATION BEFORE COMMENCEMENT OF ANY WORK.

Upon final inspection, the board MUST be notified, and a compliance inspection shall be performed by no less than 2 board members to ascertain that the architectural standards have been met. Either a final approval or a failure, IN WRITING, shall be provided within 30 days by the Association's management company. In such case as a failure determination, the owner shall have 30 days to appeal the failure to the entire board. A one-time extension of 30 days to cure the non-compliance will be

³ SHIPLAP: Wooden siding rabbeted so that the edge of one board overlaps the one next to it in a flush joint.

⁴ <https://lpcorp.com/products/exterior>

⁵ <https://www.jameshardie.com/products/hardiepanel-vertical-siding>

Village Drive Homeowners Association
411 South Central Ave., Ste. B
Flagler Beach, FL 32136

GENERAL RULES AND REGULATIONS: August 2020 Revision

allowed. If the failing cause is not properly cured, the board may, at its discretion, cure the failing cause at the owner's expense.

12. Any demising fence between the rear area of each unit shall be 6' high, tongue & groove, tan vinyl fencing and approved by the Association.
13. Repetitive violations of these rules and regulations will be referred to the Fines Committee and/or to the Association attorney for further action.

Unofficial Document

STATE OF FLORUDA
COUNTY OF FLAGLER

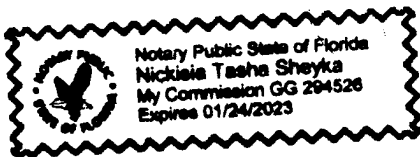
The foregoing instrument was acknowledge before me this 25th day of August, 2020, by Karen Jones,
Secretary of Village Drive Owners Association, Inc.

Karen Jones
Karen Jones

(SEAL)

Nickisia Sgo
Signature of Notary Public

Nickisia T. Sheyka
Print, Type or Stamp Name of Notary



Personally Known:

Unofficial Document

Village Drive Homeowners Association
411 South Central Ave., Ste. B
Flagler Beach, FL 32136

GENERAL RULES AND REGULATIONS: June 1, 2021 Revision

SECTION A: COMMUNITY

1. Trash disposal is restricted by Florida Health Code, Sec. 11-12. **Dumpsters on the Village Drive Property are for the exclusive use of Village Drive Owners Association residents and are for HOUSEHOLD GARBAGE ONLY! All garbage must be bagged, and the plastic lids to the dumpsters must be kept closed. NO EXCEPTIONS!**
 - a. **The dumpsters are NOT for furniture, appliances, or anything other than bagged garbage.** The disposal of these items is the responsibility of the resident discarding them. The City of Flagler Beach Sanitation Department makes special pickups, if scheduled by a resident, on Thursdays. **These items may be placed for an arranged special pickup near the dumpster designated by the sanitation department ONLY AFTER 6 PM ON THE DAY BEFORE THE SCHEDULED PICKUP. Owners will be billed for haul away and disposal costs if items remain after 5 PM on Thursday.**
 - b. Cardboard may be placed in the dumpster if **completely broken down and flat. NO EXCEPTIONS!**
 - c. **No hazardous materials, such as paint, motor oil, batteries, tires, etc., are to be placed in any dumpster or in the dumpster enclosures or recycling bins.**
 - d. All HOA dumpsters are under video surveillance. Violators shall be fined a **MINIMUM of \$100 per offence, plus costs.** Use of these dumpsters by non-residents shall be subject to criminal prosecution.
2. **Lot(s)** shall be used for residential purposes only. In accordance with City of Flagler Beach code, no more than a single family may reside in a **Lot** at any one time. "Family" shall mean one or more person(s) related by blood, adoption, or marriage living and cooking together as a single housekeeping unit within a **Lot**. For two-bedroom units, three (3) persons living and cooking together as a single housekeeping unit though not related by blood, adoption, or marriage shall be deemed to constitute a family for purpose of this rule. For one-bedroom units, two (2) persons living and cooking together as a single housekeeping unit though not related by blood, adoption, or marriage shall be deemed to constitute a family for purpose of this rule.
3. **RENTAL LEASES are NOT to be written for less than six months.** A copy of all leases **MUST BE SUBMITTED** to Vesta Property Services, 411 S. Central, Ste. B., Flagler Beach FL, 32136.
 - a. Any new lease or lease extension addendum must be provided to the Association's Board or management to be placed in file materials. Along with the lease, the Owner must provide the tenant's contact and vehicle information as well as contact information of the property manager, if any, who can receive emergency correspondence from the Association or management company. Occupancy Information is required upon each occupancy change and must be kept up to date with respect to occupancy and vehicle information. This information is required to secure the safety of all residents and property. **FAILURE TO PROVIDE A WRITTEN COPY OF THE OCCUPANCY AND VEHICLE INFORMATION TO THE ASSOCIATION WITHIN 10 DAYS OF A NEW OCCUPANCY MAY RESULT IN A FINE FOR EACH DAY IT IS NOT PROVIDED.**

Village Drive Homeowners Association
 411 South Central Ave., Ste. B
 Flagler Beach, FL 32136

GENERAL RULES AND REGULATIONS: June 1, 2021 Revision

- b. Owners must perform background checks of tenants by a **LICENSED SCREENING COMPANY** and attach a receipt to the occupancy form. A referral from an individual shall not suffice as the required background check.
 - c. All required information **must** be provided prior to the occupancy of the unit. Failure to register and/or provide proper information shall result in fines being imposed against the Owner.
4. **TENANTS ARE NOT PERMITTED TO HAVE PETS.** Owners are permitted to have no more than two (2) household pets and **shall be responsible for curbing their animal(s) and for removal of animal feces. NO EXCEPTIONS.** No animals, including cats, shall be permitted to roam at large, and must be leashed on a lead no longer than 8 feet in length and be in constant, direct control of the owner.
- a. **As posted on the property, all residents shall comply with current Flagler Beach Ord. Sec. 5-16, "pets must be leashed, and their waste picked up, bagged, and disposed of properly."** Plastic bags and receptacles are provided on the property for disposal of dog waste.
 - b. It is prohibited to feed or house feral animals, such as cats, raccoons, squirrels, etc., anywhere on the property. These animals become dependent on the food and housing provided, which is detrimental to their health, and cause trash to be scattered throughout the property. These animals may become a liability to the Association, as well as become a health hazard to residents of the community.
5. Each unit has a **designated parking space. It is to be used for licensed motor vehicles only.**

Anything other than motor vehicles will be removed or towed at the owner's expense, and all parking is restricted to paved areas on the property. **Parking on the grass or on manhole covers is strictly prohibited.**

Please advise all guests of parking restrictions; **there is a 48-hour parking limit for all visitors.**

- a. **Parking of commercial vehicles, mobile homes, trailers, golf carts, boats, etc., is strictly prohibited,** with the following exception: There is a 48-hour parking limit of such vehicles in the parking area by the pool located at 72 Forest Road.
- b. **Improperly parked vehicles or vehicles with expired license plates or no license plates will be towed at the owner's expense.**
- c. **Commercial Vehicles.** Commercial vehicles prohibited are defined as: 1) any truck or vehicle with tonnage in excess of one (1) ton that may or may not have advertising signage; 2) any vehicle used for the purpose of transporting persons for hire; 3) any vehicle designated, used or maintained primarily for the transportation of property incident to a business; 4) any vehicle used for providing services to another person or entity for a fee or profit; 5) any other vehicle of a size that would not fit in a standard 9x18-foot garage; vehicle length shall not exceed the parking stall depth of the unit's designated parking space so as to encumber the flow of traffic behind said vehicle.

Village Drive Homeowners Association
 411 South Central Ave., Ste. B
 Flagler Beach, FL 32136

GENERAL RULES AND REGULATIONS: June 1, 2021 Revision

- d. **Vehicles unmaintained and/or in a state of disrepair are strictly prohibited on the property.** Servicing or repair is strictly prohibited on the property. **Motor vehicle owners must clean up any oil or other vehicle fluid leaks.** Any motor vehicle leaking any type of automotive fluid must be repaired to prevent any future leaks that may damage the concrete parking areas. The Association is not responsible for the cleaning and/or removal of any automotive fluid leaks.
- e. Vehicle washing and cleaning should be done only on concrete parking areas. Precautionary measures should be taken to prevent any cleaning solution and/or water overspray from contacting adjacent vehicles or unit siding and trim.
6. As posted at the entrances to the Village Drive and Forest Road properties, the following shall not be permitted:
- Exceeding the **speed limit of 15 MPH**
 - Skateboarding: Riding **any/all** skateboards, scooters (manual or automatic), electric or gas toys, hover boards, etc., is strictly prohibited on the property.
 - Soliciting
 - Thru-traffic Unauthorized vehicles or vessels will be towed at vehicle owner's expense, 24-hours a day, 7 days a week.
7. Bicycle riding is at the rider's risk. **Bike storage for all biking items and other sports or camping equipment, including bicycles, skateboards, scooters, etc., is strictly prohibited in the front of the units or areas visible from the street.** In the interest of protecting every owner, resident, and visitor's property, throwing any type of ball or other item of any type which could become a projectile is strictly prohibited within *100 feet* of any building or parked vehicle. Note: Wadsworth Park, located across from Palm Drive, is a public facility and provides adequate skating and sports areas, free of charge.
8. All outside structures, such as clothes lines, tents, canopies, antennas, including satellite dishes, etc., are strictly prohibited on the property.
- New installation of a satellite dish must be approved in writing by the owner, and the location of the dish must be approved by the management company or Association's board.** Satellite dishes in use as of August 31, 2020 are permitted but must be removed upon vacancy of the premises or change of tenancy. Failure to do so will be cause for the Association to remove satellite dish from the roof-plate at the owner's expense. All satellites not in use must be removed from the property by August 31, 2020.
9. Pool rules are in accordance with Florida Health Code 64E-9.0008 and posted at the pool, located at 72 Forest Road. Rules are subject to change in the interest of safety and Association facilitation. **All food, glass containers, cooking devices, parties, and all dogs are strictly prohibited in and around the pool.**

Village Drive Homeowners Association
411 South Central Ave., Ste. B
Flagler Beach, FL 32136

GENERAL RULES AND REGULATIONS: June 1, 2021 Revision

10. Storage of all items in front of units is strictly prohibited, including **grills of all types, excessive seating and furniture; all types of biking and sports equipment; toys; tools; etc.** Improperly stored items will be subject to IMMEDIATE REMOVAL by the Association, at the unit owner's expense.
11. Effective June 1, 2006, pursuant to the FLORIDA FIRE PREVENTION CODE 1:10.11.6.2, OPEN FLAMES, GRILLS OF ANY TYPE, FIREPITS, KINDLED DEVICES, ETC., and LIQUIFIED PROPANE GASES OF ANY TYPE, ARE NOT ALLOWED TO BE USED WITHIN 10 FEET OF ANY MULTI-DWELLING BUILDING ON VILLAGE DRIVE PROPERTY. Storage of liquified propane gas of any type is prohibited on Village Drive Property.
12. Noise should be restricted after 10 PM until 7 AM. Please keep radios, TV's, stereos, musical instruments, etc., at a level that will not disturb other residents. Noxious or offensive **activities and behavior that may be constituted as a nuisance or annoyance to other residents, including outside sales or soliciting of any kind, is strictly prohibited on the property.**

SECTION B: ARCHITECTUAL STANDARDS

13. Exterior modifications, including, (but not limited to), additional landscaping by owners, must be presented and approved by the Homeowners Association, or the Architectural Review Committee, as is appropriate. Exterior painting and shingles must conform to the approved standards.

PAINT COLOR STANDARDS shall be as follows:

Building Trim: Dark Brown Custom Match to Color Codes Below

CCE*Colorant	02	32	64	128
B1-Black	6	53	-	-
R2-Maroon	2	36	-	1

Building Siding: Light Tanned Brown Custom Match to Color Codes Below

CCE*Colorant	02	32	64	128
L1-Blue	4	8	-	1
R2-Maroon	4	32	-	-
Y3-Deep Gold	20	23	1	1

Front Door: Almond in Color Any exterior door or wall adornment must have submission and approval of an *Architectural Review Committee form*, unless said adornment is for a legally recognized holiday, which may be placed on the door no more than 21 calendar days prior to the season or holiday and shall be removed within 7 calendar days after the holiday.

Village Drive Homeowners Association
411 South Central Ave., Ste. B
Flagler Beach, FL 32136

GENERAL RULES AND REGULATIONS: June 1, 2021 Revision

Storm Doors (required), Sliders and Windows: Brown or Bronze in Color Windows and lanais shall be shaded or curtained in white or beige blinds or curtains. Exterior walls of the units which are within a lanai shall be custom color noted above. Window adornments are not permitted.

ROOFING STANDARDS

ROOF SHINGLES shall be Tamko Heritage® Desert Sand architectural shingles or an Association-approved equal.

FLAT ROOFING shall be upon approval of a written Architectural Review Committee request.

EXTERIOR WALL REPAIR/REPLACEMENT STANDARDS

The following minimum standards for exterior wall repair, scope, and purpose will apply to all exterior walls¹:

EXTERIOR SIDING REPAIR

The exterior siding "T-111" of any individual unit may only have (1) repair or "patch" per "EXTERIOR WALL ELEVATION."² The repair/patch must be made with T-111 and performed in a manner so that the outside edges of the repair are smooth, blended in, and structurally sound, with the final resulting appearance to be such that a reasonable person would not see the edges of the repair and blending from a distance of twenty (20) feet.

No single "patch or repair" may exceed 576 square inches in total and may not have a horizontal width of greater than 36 inches. PATCHES OR REPAIRS EXCEEDING 576 SQ IN in total OR 36 INCHES IN WIDTH will require the entire sheet of T-111 be replaced.

SHEETING REPLACEMENT:

In that T-111 is manufactured with a vertical joint to be of "shiplap" design³, and that the placement of the joint MUST be at a stud, the ONLY acceptable and proper repair requires that the entire sheet in question be replaced.

¹ Great liberties have been taken through the years with respect to exterior siding repair or replacement that have resulted in a "quilted" pattern of repairs: patches of siding and trim that have caused an overall degradation of the appearance of the complex and value of each and every property within. Henceforth the following minimum standards will apply to all exterior wall repairs.

² Elevation is a view of a building seen from one side, a flat representation of one façade. This is the most common view used to describe the external appearance of a building. Each elevation is labelled in relation to the compass direction it faces, e.g. looking toward the north you would be seeing the southern elevation of the building. Buildings are rarely a simple rectangular shape in plan, so a typical elevation may show all the parts of the building that are seen from a particular direction.

³ SHIPLAP: Wooden siding rabbeted so that the edge of one board overlaps the one next to it in a flush joint.

Village Drive Homeowners Association
 411 South Central Ave., Ste. B
 Flagler Beach, FL 32136

GENERAL RULES AND REGULATIONS: June 1, 2021 Revision

APPROVED ALTERNATIVE METHODS AND PRODUCTS FOR SHEETING REPLACEMENT:

In that individual sheeting replacement is labor and cost intensive, and that T-111 is an inferior building product obtained at a premium price, the following prescribed method and alternatives have been approved.

- a) Removal of ALL trim pieces and all rotten areas of siding.
- b) Replace and fill rotted areas with 5/8" plywood or structurally rated equal.
- c) Wrap the entire wall with an approved vapor barrier: Tyvek® or equivalent.
- d) Re-side with either LP Smartside®⁴ or Hardie® vertical siding⁵.
- e) Replace all trim pieces with composite wood.
- f) Caulk, prime where needed, and paint to proper colors.

APPROVALS AND PERMITS

Whereas any siding replacement of an area greater than 32 square feet, OR any roofing replacement of more than 100 square feet requires issuance of a BUILDING PERMIT, a copy of the permit and "NOTICE TO OWNER" MUST BE PROVIDED TO THE ASSOCIATION BEFORE COMMENCEMENT OF ANY WORK.

Upon final inspection, the board MUST be notified, and a compliance inspection shall be conducted by no less than two (2) board members to ascertain that the architectural standards have been met. Either a final approval or a failure, shall be provided IN WRITING within 30 days by the Association's management company. In such case as a failure determination, the owner shall have 30 days to appeal the failure to the entire board. A one-time extension of 30 days to cure the non-compliance will be allowed. If the failing cause is not properly cured, the board may, at its discretion, cure the failing cause at the owner's expense.

14. Any demising fence *between* the rear area of each unit shall be 6' high, tongue & groove, tan vinyl fencing. Fencing materials and placement must be approved by the Association.
15. No potted plants, yard art, item or device may be placed in front of, or on any **Lot** or on a common area without submission and approval of an Architectural Review Committee form. Any in-ground plantings already in place within 5 feet of the roof drip line shall: 1) be maintained by the owner, 2) remain at or below 5 feet in height, 3) not impinge the roof or building siding or trim. Failure to maintain potted plants or inground plantings may be cured by the Association, subject to removal, with all related costs billed to the owner.
16. Exterior porch light bulbs shall be clear or white.
17. Repetitive violations of these rules and regulations will be referred to the Fines Committee and/or to the Association's attorney for further action.

⁴ <https://lpcorp.com/products/exterior>

⁵ <https://www.jameshardie.com/products/hardiepanel-vertical-siding>

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1st day of June 2021 by Karen Jones, Secretary of Village Drive Owners Association, who is personally known to me or who has produced _____ as identification.

Karen Jones

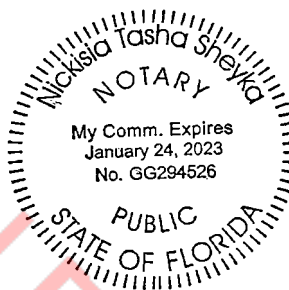
Karen Jones, Secretary

Nickisia Tasha Sheyka

Notary of State of Florida

My commission expires:

1/24/23



Official Document

At: Tance E. Roberts, Esq.
PO Drawer 10
Bunnell, FL 32110

RESOLUTION OF BOARD OF DIRECTORS OF VILLAGE DRIVE OWNERS
ASSOCIATION, INC. RELOCATING THE PRINCIPAL OFFICE

AND

CHANGING THE DESIGNATION OF THE REGISTERED AGENT OF VILLAGE
DRIVE OWNERS ASSOCIATION, INC.

WHEREAS, pursuant to Article V of the Village Drive Owners Association, Inc. Articles of Incorporation the Board of Directors have the right and power to relocate the principal office of the Village Drive Owners Association, Inc.; and

WHEREAS, 1701 Moody Blvd, Flagler Beach, Flagler County, Florida, is no longer a valid address for the principal office of The Village Drive Owners Association, Inc. and 60 Forest Road, Flagler Beach, Flagler County, Florida is the valid address for the principal office of Village Drive Owners Association, Inc.; and

WHEREAS, pursuant to the Articles of Incorporation of Village Drive Owners Association, Inc., the Board of Directors have the right and power to change the resident agent designation filed in the office of Secretary of State; and

WHEREAS, the Board of Directors of Village Drive Owners Association, Inc. desire to change the initial resident agent from Michael D. Chiumento's designation to Tance E. Roberts, Esquire, whose address is 303 E. Moody Blvd, PO Box 10, Bunnell, FL 32110.

NOW THEREFORE, BE IT RESOLVED

1. The principal office address is hereby changed to be located at 60 Forest Road, Flagler Beach, 32136, Flagler County, Florida.
2. The designation of registered agent is hereby changed to Tance E. Roberts, Esquire, whose address is 303 E. Moody Blvd, PO Box 10, Bunnell, FL 32110, contingent upon acceptance by Tance E. Roberts to become the registered agent and filing the designation in the Office of the Secretary of State.

PASSED THIS 16th day of February, 1995.

John Jones
Attest by President

William J. Roberts
Chairman of the Board

Mark V. King
Joyce R. King

(Association Seal)

Inst No: 95002499 Date: 02/28/1995
SYD CROSBY, FLAGLER COUNTY
By: *[Signature]* D.C. Time: 13:35

OFF REC 0610 PAGE 1067

RESOLUTION OF BOARD OF DIRECTORS OF VILLAGE DRIVE OWNERS ASSOCIATION, INC., RELOCATING THE PRINCIPAL OFFICE

AND

CHANGING THE DESIGNATION OF THE REGISTERED AGENT OF VILLAGE DRIVE OWNERS ASSOCIATION, INC.

WHEREAS, pursuant to Article V of the Village Drive Owners Association, Inc. Articles of Incorporation, the Board of Directors have the right and power to relocate the principal office of the Village Drive Owners Association, Inc.; and

WHEREAS, 60 Forest Road, Flagler Beach, Flagler County, Florida, is no longer a valid address for the principal office of The Village Drive Owners Association, Inc. and 40 Forest Road, Flagler Beach, Flagler County, Florida is the valid address for the principal office of Village Drive Owners Association, Inc.; and

WHEREAS, pursuant to the Articles of Incorporation of Village Drive Owners Association, Inc., the Board of Directors have the right and power to change the resident agent designation filed in the office of Secretary of State; and

WHEREAS, the Board of Directors of Village Drive owners Association, Inc. desire to change the initial resident agent from Tance Roberts' designation to Dennis K. Bayer, Esq., whose address is 306 South Oceanshore Boulevard, Post Office Box 1505, Flagler Beach, Florida 32136.

NOW, THEREFORE, BE IT RESOLVED

1. The principal office address is hereby changed to be located at 40 Forest Road, Flagler Beach, Florida 32136, Flagler County, Florida.
2. The designation of registered agent is hereby changed to Dennis K. Bayer, Esq., whose address is 306 South Oceanshore Boulevard, Post Office Box 1505, Flagler Beach, Florida 32136, contingent upon acceptance by Dennis K. Bayer to become the registered agent and filing the designation in the Office of the Secretary of State.

PASSED THIS 27 day of March, 1998.

Rosmani March
Chairman of the Board

Attest by President:

Rosmani March
Louis J. Marsico, Dir.
Charles V. King, Sec.
Edie Hartman, Vice Pres.
Lorraine Kaplynski, Sec.



This Instrument prepared by:
Chase Mills, Esq.
Jackson Law Group
1301 Plantation Island Drive, Suite 304
St. Augustine, FL 32080

VILLAGE DRIVE OWNERS ASSOCIATION, INC.

**RESOLUTION ESTABLISHING ENFORCEMENT COMMITTEE AND PROCESS FOR IMPOSITION OF
FINES AND SUSPENSIONS**

THIS RESOLUTION is made this 17 day of Sept, 2017 by the Board of Directors ("Board") of Village Drive Owners Association, Inc., a Florida Corporation not-for-profit ("Association").

WHEREAS, Section 720.305 of the Florida Statutes mandates that each owner, tenant, and invitee comply with Chapter 720 of the Florida Statutes, the governing documents of the community, and the rules of the association and further provides that actions at law or equity may be brought against any of the foregoing parties for failing to comply; and

WHEREAS, Section 720.305 further provides that the Association may levy fines not to exceed \$100.00 per day for each violation up to and including \$1,000.00 in the aggregate, unless either the daily and/or maximum fine amount otherwise provides for a higher amount in the governing documents, and may suspend the right to use the common areas of any member, tenant, guest, or invitee (hereinafter referred to as "Violating Party") for failing to comply with the Declaration of Covenants, Restrictions and Easements Village Drive Phase III ("Declaration"), Articles of Incorporation, Bylaws, or Rules and Regulations (hereinafter collectively referred to as "Governing Documents"); and

WHEREAS, the Board of the Association has recognized that while some members, tenants, guests, and invitees occasionally and apparently without intent violate the covenants, restrictions, and rules and regulations of the Association and quickly remedy same, there are certain other members, tenants, guests, and invitees exhibiting a continued disregard of the covenants, restrictions, and rules and regulations of the Association; and

WHEREAS, the Board of the Association recognizes the substantial extra management time and effort needed, volunteer time and effort needed, and the additional costs incurred for site inspections, providing multiple notices to, and holding hearings for those that exhibit a continued disregard of the Governing Documents; and

WHEREAS, Article V, Section 2 of the Bylaws provides that the President shall have the power and authority to appoint committees as he or she deems advisable; and

WHEREAS, the Board has established a committee of at least three (3) members who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director or employee (hereinafter referred to as "Enforcement Committee"), which Enforcement Committee has the authority to confirm or reject a fine or suspension imposed by the Board, or a properly authorized delegate of the Board ("Enforcement Authority") and may also reduce the amount of a proposed fine or duration of a proposed suspension; and



WHEREAS, the Board desires to establish a uniform fining and suspension policy and procedure for immediate implementation by the Association, through its Board, the Enforcement Authority, and the Enforcement Committee, as well as any authorized agent, such as any management company, Community Association Manager ("CAM"), or legal counsel; and

WHEREAS, the Board, at its discretion, may adopt further forms and procedures to assist the Board, Enforcement Authority, or Enforcement Committee so that a relatively uniform process may be followed.

NOW, IT IS RESOLVED that the Board, hereby evidences the passage of this Resolution to provide notice to all members, tenants, guests, and invitees of the following fining policy and procedure:

1. The Board or the delegated Enforcement Authority, being the individual appointed by a majority vote of the Board at a duly noticed meeting where a quorum is met, shall notice violations of the Association's Governing Documents and provide written correspondence to any party in violation. It is specifically contemplated that the Enforcement Authority shall be a delegation of the authority to impose a fine or suspension as set forth in Section 720.305(2) of the Florida Statutes.
2. Upon discovery of a violation, the Violating Party will be sent a courtesy notice in writing detailing the nature of the violation and the timeframe for compliance. Such courtesy notice will further include notice that a fine and/or suspension may be imposed if the violation continues after ten (10) days.
3. If a violation remains after the ten (10) day time period has lapsed, a second written notice ("Hearing Notice") will be sent to the Violating Party and shall:
 - a. Cite to the specific provision of the Governing Documents violated;
 - b. Advise that a fine or suspension, or both, has been imposed (for fines, in an amount not to exceed \$100.00 per day per violation, unless the Governing Documents are subsequently amended to allow a greater amount or a great amount is allowed by law) and provide the date, time, and location of the hearing before the Enforcement Committee ("Hearing"). The Hearing Notice shall be specific evidence of the Enforcement Authority's levying of a fine against the Violating Party.
 - c. Be mailed to the Violating Party no later than fourteen (14) days prior to the scheduled hearing.

The Hearing Notice may be sent by a member of the Board, the Enforcement Authority, or an agent of the Association, including but not limited to the Association's CAM or attorney, after receiving direction to do so by the Board or Enforcement Authority, and shall be sent via U.S. Mail or hand delivery to the address furnished by the Violating Party to the Association for the purposes of receiving correspondence from the Association. If no such address has been furnished, notice shall be deemed to be properly sent once placed in the mail and addressed to any location where the Violating Party may reasonably receive the notice given the information reasonably available to the party sending the notice;



provided, however, that a Violating Party shall have no right to object to the adequacy of notice if that party fails to furnish an address to the Association.

4. A fine may be imposed for each day that a violation continues from the date of the sending of the Hearing Notice, even if such violation is corrected prior to the Hearing.
5. At the Hearing, the Violating Party may provide testimony as to why the fine or suspension should not be confirmed. The Enforcement Committee may ask questions of the Violating Party as part of the hearing process, and may consider any evidence presented by a Violating Party.
6. A Violating Party desiring to be represented by legal counsel at the Hearing must provide at least seventy two (72) hours' notice to the Association in advance of the Hearing. The purpose of this provision is to afford the Association the opportunity to have legal counsel present on behalf of the Association.
7. Members of the Board, the Enforcement Authority (if not a Board member), the Association's CAM, and any other individual with information regarding the violation giving rise to the fine or suspension may appear at the Hearing. Such individuals shall provide all information and documentation, and may provide testimony, in support of the fine imposed by the Board. Thereafter, such individuals shall only comment during the Hearing if questioned by either a member of the Enforcement Committee or the Violating Party. It is the intent of this provision that individuals appear to verify evidence used in support of the fine, and to answer any questions asked by the Enforcement Committee or Violating Party, but to otherwise not influence the determination of the Enforcement Committee.
8. The Enforcement Committee shall have ten (10) days after the Hearing to make its determination as to whether a fine and/or suspension should be confirmed or rejected. It is specifically contemplated and authorized that the Enforcement Committee may reduce a proposed fine levied by the Enforcement Authority. If a majority of members of the Enforcement Committee appearing at the Hearing where a quorum of the Enforcement Committee is present agree as to a course of action, a written recommendation will be provided by the Chairperson to the property management company and/or Board that the levied fine and/or suspension is confirmed, rejected, or otherwise modified but still imposed. The property management company or Board shall (1) send notice to the Violating Party(ies) as appropriate regarding the decision of the Enforcement Committee, and follow up with appropriate invoices, billings, and collections as then or subsequently may be appropriate or necessary, and (if applicable) (2) advise the Board of the Enforcement Committee's determination as soon as practicable. In no instance shall the Board have the authority to impose a fine and/or suspension for a violation when the Enforcement Committee votes to reject a levied fine and/or suspension as a result of said violation, unless the Board has otherwise initiated a new fining process as set forth in Paragraph 2 of this Resolution.

Handwritten signature and date, possibly "R/19".

- 9. A violation which has been previously corrected but which recurs within twelve (12) months of the correction date shall not be entitled to a courtesy notice as set forth in Paragraph 2. Rather, a Hearing Notice will immediately be sent and the Violating Party may be subject to a fine from the date of the Hearing Notice.
- 10. A member is jointly and severally liable with a violating tenant, guest, or invitee for any fines imposed as a result of a violation of the governing documents by any tenant, guest, or invitee. If a fine is not paid, the Association shall have the authority to file a suit for damages to collect such fine, with the prevailing party entitled to reimbursement of reasonable attorneys' fees and costs incurred. However, if a fine reaches \$1,000.00 in the aggregate for a violation, the fine shall be collected in the same manner as an unpaid assessment, which shall specifically allow for the Association to record a Claim of Lien and thereafter foreclose same, while further charging for outstanding interests, late fees, and attorneys fees incurred in the same manner as an unpaid assessment.
- 11. Any reference to days in this resolution shall be calendar days.

IN WITNESS WHEREOF, the duly authorized officers of the undersigned Association have executed and attest to this Resolution this 30 day of November, 2017.

VILLAGE DRIVE OWNERS ASSOCIATION, INC.

By: [Signature]
DANIEL ELDER, President

By: [Signature]
Karen Jones, Secretary

STATE OF FLORIDA
COUNTY OF Flagler

I hereby acknowledge that on this 30 day of November, 2017 before me personally appeared the above signed, as President and Secretary of Village Drive Owners Association, Inc., respectively, who are [] personally known to me or [X] who have produced FL License as identification, and who acknowledged before me that they executed the foregoing instrument and that they did take an oath.

WITNESS my hand and official seal in the County and the State last aforesaid this 30 day of November, 2017.

[Signature]
Notary Public, State of Florida
At Large



**AMENDMENT AND MODIFICATION OF DECLARATION OF
COVENANTS, RESTRICTIONS, AND EASEMENTS
FOR VILLAGE PHASE III**

THIS AMENDMENT made this 3rd day of April, 1993, by THE VILLAGE DRIVE OWNERS ASSOCIATION, INC., a not-for-profit Florida Corporation, hereinafter referred to as "Association".

WHEREAS, VILLAGE CONCEPTS, INC., hereinafter referred to as "Developer", filed the Declaration of Covenants, Restrictions and Easements Village Phase III, in Official Record Book 221 at page 528 et.seq., Public Records of Flagler County, Florida setting forth uniform Protective Covenants, affecting the following described property, situated in Flagler County, Florida, to wit:

Lots 1 through 65, VILLAGE PHASE III SUBDIVISION, as filed at Plat Book 27, page 5, Public Records of Flagler County, Florida.

WHEREAS, said Declaration provided for and specifically reserved the right to the Owners of seventy-five percent (75%) of the Lots, with written consent of Developer if the Developer then owns any Lots, to amend said Declaration.

WHEREAS, the Developer did not own any Lot on April 3, 1993.

WHEREAS, the Owners of seventy-five percent (75%) of the lots desire to amend said Declaration.

NOW, THEREFORE, the Owners of seventy-five percent (75%) of the lots hereby amend the said Declaration as follows:

1. Article III, Protective Covenants and Restrictions, Section 8, is amended so as to add the following additional provision:

"In order to promote the health, safety, and appearance of the community, the Association does hereby establish that if an Owner elects to keep a pet, allowed by this section, the owner shall be responsible for curbing said animal and for picking up and removing any feces. This is a condition precedent to keeping a pet and any violation of this provision shall require the owner to remove the pet from the community. Tenant occupied units are not permitted to have any pets.

All other terms and conditions of said Declaration referenced above shall remain in full force and effect.

STATE OF FLORIDA
COUNTY OF FLAGLER

We, JOHN JONES, duly elected President of the Village Drive Owners Association, Inc. and WILLIAM ROBERTS, duly elected Secretary of the Village Drive Owners Association, Inc. do hereby certify that the above stated Amendment to Declaration of Covenants, Restrictions, and Easements for Village Phase III has been duly adopted and approved by vote of the owners of at least seventy-five percent (75%) of the Lots at a meeting duly called on April 3, 1993 at which a quorum was present in person or by proxy.

IN WITNESS WHEREOF, we hereunto set our hand,

REC 0526 PAGE 1694

VILLAGE DRIVE OWNERS ASSOCIATION, INC.

John Jones
By: John Jones, President

Tance E. Roberts
William C. Roberts

William Roberts
By: William Roberts, Secretary

Tance E. Roberts
John Jones



Corporate Seal

I hereby certify that on the 27th day of January, 1995, before, me, an officer duly authorized in the State and County aforesaid to take acknowledgements and administer oaths, personally appeared JOHN JONES as President of VILLAGE DRIVE OWNERS ASSOCIATION and acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation and did take an oath. 3520-478-34-294

Karen J. VanDorp
Printed Name: KAREN J. VANORDORP
NOTARY PUBLIC
Commission No.: CC123901
Commission Expires: JULY 07, 1995
NOTARY PUBLIC, STATE OF FLORIDA, AT LARGE
BONDED THRU HUCKLEBERRY & ASSOCIATES

I hereby certify that on the 27th day of January, 1995 before, me, an officer duly authorized in the State and County aforesaid to take acknowledgements and administer oaths, personally appeared WILLIAM ROBERTS as Secretary of VILLAGE DRIVE OWNERS ASSOCIATION and acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation and did take an oath. R 163-932-37-367-0

Karen J. VanDorp
Printed Name: KAREN J. VANORDORP
NOTARY PUBLIC
Commission No.: CC123901
Commission Expires: JULY 07, 1995
NOTARY PUBLIC, STATE OF FLORIDA, AT LARGE
BONDED THRU HUCKLEBERRY & ASSOCIATES

Return to:
Tance E. Roberts, Esquire
LAW OFFICES OF RONALD E. CLARK
Post Office Drawer 10
Bunnell, FL 32110
(904)437-5686
Florida Bar No. 0947636

SECOND AMENDMENT AND MODIFICATION OF DECLARATION
OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR VILLAGE PHASE III

THIS AMENDMENT made the 30TH day of June, 2006, by THE VILLAGE DRIVE OWNERS ASSOCIATION, INC., a not-for-profit Florida Corporation, hereinafter referred to as the "Association does hereby modify, alter, and amend the Covenants, Restrictions and Easements for Village Phase III, recorded in Book 221 at page 528, Public Records of Flagler County, Florida as amended by instrument recorded in Book 526 at page 1694 of the Public Records of Flagler County, Florida, hereinafter collectively referred to as the "Declaration".

WITNESSETH:

Whereas, said Declaration provides for and specifically reserves the right of the Owners of seventy-five (75%) percent of the Lots, with written consent of Developer if the Developer owns any Lots, to amend said Declaration;

Whereas, the Developer no longer owns any lots;

Whereas the Owners of seventy-five (75%) per cent of the lots have approved of the following amendments, changes, and/or modifications to the Declaration at a regular meeting of the holders of lots;

Now Therefore, the Declaration is hereby amended as follows:

1. Article VI ASSESSMENTS IN GENERAL, BUDGETS, DUTIES OF THE BOARD OF DIRECTORS OF ASSOCIATION ATTENDANT THERETO Section 3(e) is hereby amended by deleting the existing provision and inserting in its place and stead the following substitute provision:

"The annual assessment (pro-rated on a monthly basis) shall commence against each lot on the first day of the month following its conveyance by Developer. Assessments shall be collected monthly, but may be paid up to four months in advance.

2. Likewise the second paragraph of ARTICLE VI, Section 4, is hereby amended to read as follows:

"If the assessments are not paid within fifteen (15) days after the due date, a fifteen (\$15.00) per month late charge shall be added thereto. The Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose, as hereinafter provided, the lien against the Lot. The offending Owner shall be responsible to the Association for all costs and fees of enforcement, specifically including, without limitation, court costs and reasonable attorneys' fees and paralegal fees, regardless of whether suit is brought. (including such fees and costs before trial, at trial and on appeal).

VILLAGE DRIVE OWNERS ASSOCIATION, INC.

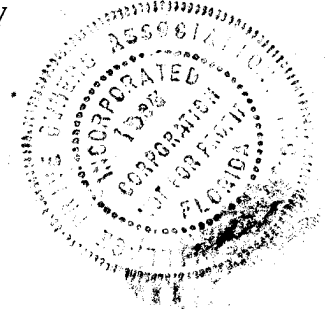
BY: Christine Petok
CHRISTINE PETOK, as President

WITNESSES:
Marc Bellapietra
Witness signature
Witness name printed:
MARC BELLAPIETRA

ATTESTED TO BY Lorraine Kapczynski
LORRAINE KAPCZYNSKI,
as Secretary

(Corporate Seal)

Doraine Wayne
Witness signature
Witness name printed:
DORAINA WAYNE



STATE OF FLORIDA
COUNTY OF FLORIDA

I hereby certify that on this 30th day of June, 2006, before me, an officer duly authorized in the state and County aforesaid to take acknowledgments and administer oaths, personally appeared CHRISTINE PETOK, who did present a valid Florida Driver's License as identification and she did state under oath that she is the President of VILLAGE DRIVE OWNERS ASSOCIATION and acknowledged that she executed the foregoing in the presence of two subscribing witnesses, freely and voluntarily and under the authority duly vested in her by said corporation and that the seal affixed hereto is the true corporate seal of said corporation and that the foregoing Amendment to the Declaration was passed with the required vote having been received at a regular meeting of the members.

Linda L. Bellapanta
NOTARY PUBLIC



Linda L. Bellapanta
My Commission DD225929
Expires September 06, 2007

STATE OF FLORIDA
COUNTY OF FLORIDA

I hereby certify that on this 30th day of June, 2006, before me, an officer duly authorized in the state and County aforesaid to take acknowledgments and administer oaths, personally appeared LORRAINE KAPCZYNSKI, who did present a valid Florida Driver's License as identification and she did state under oath that she is the Secretary of VILLAGE DRIVE OWNERS ASSOCIATION and acknowledged that she executed the foregoing in the presence of two subscribing witnesses, freely and voluntarily and under the authority duly vested in her by said corporation and that the seal affixed hereto is the true corporate seal of said corporation and that the foregoing Amendment to the Declaration was passed with the required vote having been received at a regular meeting of the members.

Linda L. Bellapanta
NOTARY PUBLIC



Linda L. Bellapanta
My Commission DD225929
Expires September 06, 2007

Prepared by: Stephen P. Sapienza, Esq.

RESOLUTION REGARDING CAPITAL CONTRIBUTIONS

WHEREAS, the Declaration of Covenants, Restrictions and Easements, Village Phase III (the "Declaration"), Article VI, Section 3.(g) states: "In addition to the foregoing, each initial Owner shall pay an additional sum of One Hundred Dollars (\$100.00) to the Association. Such sum shall be a working capital contribution and shall be used by the Association for the purposes set forth herein. Said sum shall be due and payable in full at the time that each Owner acquires title to a Lot."

AND WHEREAS, the Declaration, Article VI, Section 3, grants Village Drive Homeowners' Association, Inc. (the "Association") authority to establish, make, levy and collect assessments, including capital contributions;

AND WHEREAS, the Declaration was adopted and recorded in or around October 14, 1983;

AND WHEREAS, the Association interprets the word "initial" in Article VI, Section 3.(g) of the Declaration to mean any new purchaser in Village Drive Phase III;

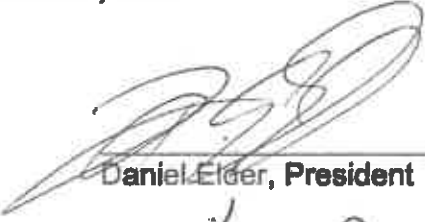
AND WHEREAS, on October 19, 2021, the Association did vote, at a duly-noticed and conducted meeting of the Board of Directors, to increase the capital contribution authorized by Article VI, Section 3.(g) of the Declaration from \$100.00 to \$500.00, in order to keep up with inflation and the increased cost of building materials and labor for maintenance, repair and replacement of the common property and amenities in the nearly forty (40) years since the Declaration was first adopted and recorded.

IT IS THEREFORE RESOLVED AS FOLLOWS:


Each new owner of any Lot within Village Drive Phase III, regardless of how title is obtained, will pay a capital contribution to the Association of \$500.00 upon transfer of title.

The Association reserves the right to increase the capital contribution as may be necessary to keep up with inflation and increased materials and labor costs.

ADOPTED THIS 17th DAY OF AUGUST, 2022.



Daniel Elder, President



Karen Jones, Secretary

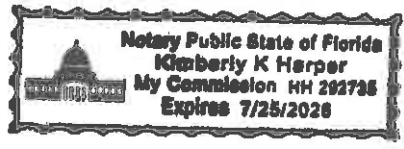
State of Florida
County of Flagler

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 1st day of July 2022 by Karen Jones, Secretary of Village Drive Owners Association, who is personally known to me or who has produced Driver's Lic. as identification.

Karen Jones Karen Jones

Notary of State of Florida Kimberly Harper

My commission expires: 7/25/2024



SECOND AMENDMENT AND MODIFICATION OF DECLARATION
OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR VILLAGE PHASE III

THIS AMENDMENT made the 30TH day of June, 2006, by THE VILLAGE DRIVE OWNERS ASSOCIATION, INC., a not-for-profit Florida Corporation, hereinafter referred to as the "Association does hereby modify, alter, and amend the Covenants, Restrictions and Easements for Village Phase III, recorded in Book 221 at page 528, Public Records of Flagler County, Florida as amended by instrument recorded in Book 526 at page 1694 of the Public Records of Flagler County, Florida, hereinafter collectively referred to as the "Declaration".

WITNESSETH:

Whereas, said Declaration provides for and specifically reserves the right of the Owners of seventy-five (75%) percent of the Lots, with written consent of Developer if the Developer owns any Lots, to amend said Declaration;

Whereas, the Developer no longer owns any lots;

Whereas the Owners of seventy-five (75%) per cent of the lots have approved of the following amendments, changes, and/or modifications to the Declaration at a regular meeting of the holders of lots;

Now Therefore, the Declaration is hereby amended as follows:

1. Article VI ASSESSMENTS IN GENERAL, BUDGETS, DUTIES OF THE BOARD OF DIRECTORS OF ASSOCIATION ATTENDANT THERETO Section 3(e) is hereby amended by deleting the existing provision and inserting in its place and stead the following substitute provision:

"The annual assessment (pro-rated on a monthly basis) shall commence against each lot on the first day of the month following its conveyance by Developer. Assessments shall be collected monthly, but may be paid up to four months in advance.

2. Likewise the second paragraph of ARTICLE VI, Section 4, is hereby amended to read as follows:

"If the assessments are not paid within fifteen (15) days after the due date, a fifteen (\$15.00) per month late charge shall be added thereto. The Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose, as hereinafter provided, the lien against the Lot. The offending Owner shall be responsible to the Association for all costs and fees of enforcement, specifically including, without limitation, court costs and reasonable attorneys' fees and paralegal fees, regardless of whether suit is brought. (including such fees and costs before trial, at trial and on appeal).

VILLAGE DRIVE OWNERS ASSOCIATION, INC.

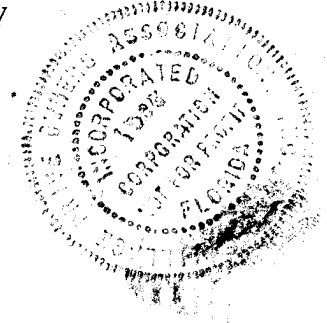
BY: Christine Petok
CHRISTINE PETOK, as President

WITNESSES:
Marc Bellapietra
Witness signature
Witness name printed:
MARC BELLAPIETRA

ATTESTED TO BY Lorraine Kapczynski
LORRAINE KAPCZYNSKI,
as Secretary

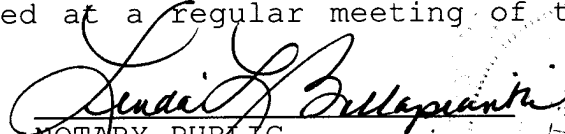
(Corporate Seal)

Doraine Wayne
Witness signature
Witness name printed:
DORAINA WAYNE



STATE OF FLORIDA
COUNTY OF FLORIDA

I hereby certify that on this 30th day of June, 2006, before me, an officer duly authorized in the state and County aforesaid to take acknowledgments and administer oaths, personally appeared CHRISTINE PETOK, who did present a valid Florida Driver's License as identification and she did state under oath that she is the President of VILLAGE DRIVE OWNERS ASSOCIATION and acknowledged that she executed the foregoing in the presence of two subscribing witnesses, freely and voluntarily and under the authority duly vested in her by said corporation and that the seal affixed hereto is the true corporate seal of said corporation and that the foregoing Amendment to the Declaration was passed with the required vote having been received at a regular meeting of the members.


NOTARY PUBLIC



Linda L. Bellapanta
My Commission DD225929
Expires September 06, 2007

STATE OF FLORIDA
COUNTY OF FLORIDA

I hereby certify that on this 30th day of June, 2006, before me, an officer duly authorized in the state and County aforesaid to take acknowledgments and administer oaths, personally appeared LORRAINE KAPCZYNSKI, who did present a valid Florida Driver's License as identification and she did state under oath that she is the Secretary of VILLAGE DRIVE OWNERS ASSOCIATION and acknowledged that she executed the foregoing in the presence of two subscribing witnesses, freely and voluntarily and under the authority duly vested in her by said corporation and that the seal affixed hereto is the true corporate seal of said corporation and that the foregoing Amendment to the Declaration was passed with the required vote having been received at a regular meeting of the members.


NOTARY PUBLIC



Linda L. Bellapanta
My Commission DD225929
Expires September 06, 2007

Prepared by: Stephen P. Sapienza, Esq.

JOINER AND CONSENT BY DEVELOPER

The undersigned, as Developer, (as that term is defined in the Declaration of Covenants, Restrictions and Easements of VILLAGE PHASE III dated the 14th day of October, 1983, and recorded in Official Records Book 252, Page 872, of the Public Records of Flagler County, Florida), and which is incorporated herein by reference, does hereby ratify, join in and consent, effective as of the 14th day of October, 1983, to the terms of said Declaration, and does hereby acknowledge that the terms of said Declaration shall be binding upon the undersigned and its successors in title and upon the real property more particularly described therein.

OFF. REC. 262 PAGE 381

IN WITNESS WHEREOF, the said Developer has hereunto set his hand and seal this 28th day of August, 1985.

Signed, sealed and delivered in the presence of:

VILLAGE CONCEPTS, INC.
a Florida corporation

J.M. Cameron
Jackie M. Cameron

By Gus Simos (SEAL)
GUS SIMOS, President

STATE OF FLORIDA
COUNTY OF FLAGLER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared GUS SIMOS, President, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of August, 1985.

Jackie M. Cameron
Notary Public, State of Fla.
My Comm. Expires: 3-8-88

85 APR 29 AM 0:35
SHERIFF'S OFFICE
CLERK OF DISTRICT COURT
FLAGLER COUNTY, FLA.

NO. 007539
FILED IN RECORDS
OR BOOK 262 PAGE 381