

AMENDMENT TO RESTRICTIVE COVENANTS AND EASEMENTS

THIS AMENDMENT TO RESTRICTIVE COVENANTS AND EASEMENTS made this 18th day of August, 1983, by ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation, hereinafter referred to as "Company".

WHEREAS, the Company is the Owner of lands in each subdivision section located in Flagler County, Florida, said subdivision sections being described in Schedule "A" attached hereto and made a part hereof; and

WHEREAS, the Company originally caused to be filed and recorded in the official records of Flagler County, Florida, as described in Schedule "B" attached hereto, Restrictive Covenants and Easements setting forth uniform covenants and general development requirements as covenants running with the land; and

WHEREAS, said Restrictive Covenants and Easements have been amended by Amendments recorded in Official Records Book 119, Pages 620 through 659 of the Public Records of Flagler County, Florida; and

WHEREAS, said Amendments provide for and specifically reserve the right to the Company to amend said Restrictive Covenants and Easements; and

WHEREAS, the Company desires to further amend said Restrictive Covenants and Easements to provide for the preservation of the values and amenities thus established or to be established in the Palm Coast Community.

NOW, THEREFORE, the Company hereby amends the Restrictive Covenants and Easements and the aforesaid Amendments thereto, and hereby declares that the real property described in Schedule "A" (excluding the reserve parcels) shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, reservations, and liens hereinafter set forth.

(1) Paragraph 3(g) of the above described respective Amendments shall be deleted in its entirety and the following language shall be in its stead:

"(g) Unless prior written approval has been obtained from the Architectural Committee, no antenna, dish or other similar or non-similar electronic device may be erected or maintained anywhere upon any of the Lots; provided, however, one (1) television antenna (excluding towers) may be erected on any improved Lot without said prior written approval provided it does not project more than ten (10) feet above the highest point of the roof of the building."

(2) The following language shall be added to Paragraph 3 of the respective Amendments, and shall henceforth be referred to as Subparagraph (p) of Paragraph 3:

"(p) Existing and future laws, rules or regulations (laws), including but not limited to laws relating to density or use, may be more restrictive than the Restrictive Covenants and Easements of record thereby affecting the intended use of the land described in Schedule "A"."

(3) The language in Paragraph 7 of the respective Amendments which states that "such liens shall bear interest at the rate of ten percent per annum from the date of recording until paid" shall be deleted in its entirety and the following language shall be in its stead:

"Such liens shall bear interest at the highest rate permitted by law from the date of recording until paid."

(4) Paragraph 9 of the above described respective Amendments shall be deleted in its entirety and the following language shall be in its stead:

"(a) The Utility has constructed and operates a central water system and central sewer system within Palm Coast. For the construction and installation of the central water system and central sewer system, the Purchaser is required to pay a water contribution-in-aid-of-construction (water charge) and sewer contribution-in-aid-of-construction (sewer charge) in accordance with the Purchaser's Contract Documents, which water charge and sewer charge will be received by the Company and transferred to the Utility.

(b) The water charge and sewer charge shall be due from Purchaser within sixty (60) days following the Company's written notice to Purchaser of the Company's intention to convey title and deliver the Deed and shall be considered delinquent if not paid by the Purchaser as provided in this paragraph.

(c) All Dwelling Units shall, at the expense, be connected to the central water and sewer system within ninety (90) days after substantial completion of a Dwelling Unit or upon the issuance of a Certificate of Occupancy for the Dwelling Unit, whichever occurs first. At the time of the connection to the system, the Lot Owner will be required to pay the difference between any water charges and sewer charges previously paid and the then prevailing fees and charges for the construction and installation of the community water and sewer systems.

(d) In addition to the fees and charges for construction and installation of the central water and sewer systems, all Lot Owners who have not constructed and connected a Dwelling Unit to the central water system and/or the central sewer system shall pay the then current monthly water and sewer availability fees.

(e) No septic tanks or other individual or privately owned sewer system shall be installed or permitted to be used on any Lot.

(f) All delinquent rates, fees and charges due pursuant to the Contract Documents, including but not limited to water charges and sewer charges, shall be an expense of the Lot Owner and shall be and constitute a lien and encumbrance on the Lot affected thereby and any improvements thereon. Said lien shall attach and become effective upon recordation in the Public Records of Flagler County, Florida of a Deed conveying the subject Lot specifically referencing the Company's right of lien. By acceptance of title to a Lot, the Lot Owner shall be deemed to have accepted the imposition of said lien and encumbrance. Said lien may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property or by any other lawful means. All liens imposed under this Paragraph 9 shall bear interest at the highest rates permitted by law and the Company shall be entitled to the costs and attorney's fees (including attorney's fees on appeal) incurred in connection with the enforcement thereof.

(6) The following language shall be added to paragraph 10(a) of the respective Amendments:

"With the prior written approval of the Architectural Review Committee, the Owner of two (2) contiguous Lots may, without the need of further release from the Company, construct a building on one or more of the 5-foot wide interior easements along the common Lot line(s) of said lots."

(7) All other terms and conditions of said Restrictive Covenants and Easements shall remain in full force and effect.

IN WITNESS WHEREOF, the said ITT COMMUNITY DEVELOPMENT

REC. 218 PAGE 597

CORPORATION, a Delaware corporation, has hereunto caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed, attested by its Assistant Secretary this 18th day of August, 1983.

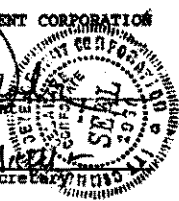
Signed, sealed and delivered in the presence of

Elaine S. Hayes  
Robert L. Scott

ITT COMMUNITY DEVELOPMENT CORPORATION

By: James E. Gardner  
Vice President

Attest: Robert L. Scott  
Assistant Secretary



STATE OF FLORIDA  
COUNTY OF FLAGLER

I HEREBY CERTIFY that on this 18th day of August, 1983, before me, a person authorized to take acknowledgments of deeds and other instruments, personally appeared James E. Gardner and Robert L. Scott, Vice President and Assistant Secretary, respectively, of ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation, to me known and known by me to be the persons who executed the foregoing instrument as such officers and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation and that the said instrument is the free act and deed of said corporation.

Witness my signature and official seal at Palm Coast, County of Flagler, on the day and year last aforesaid.

Notary Public, State of Florida at Large  
My Commission Expires June 2, 1985  
Donna Lee Howard Bonding Agency

William J. [Signature]  
NOTARY PUBLIC, State  
of Florida at Large



SCHEDULE "A"

Palm Coast Subdivision Section	Name	Map Book No.	Page	Date of Recording
3	Country Club Cove	6	04-08	06/05/72
7	Florida Park	6	18-27	04/16/70
9	Florida Park	6	36-42	09/09/70
10	Florida Park	6	43-53	09/09/70
11	Belle Terre	6	59-67	11/02/70
12	Belle Terre	6	73-80	12/01/70
13	Belle Terre	7	01-10	02/01/71
14	Country Club Cove	6	54-58	10/05/70
15	Country Club Cove	6	68-72	11/02/70
16	Country Club Cove	6	81-86	12/01/71
17	Belle Terre	7	12-16	04/05/71
18	Wynnfield	7	19-24	06/01/71
19	Wynnfield	7	25-30	06/01/71
20	Wynnfield	7	32-42	09/07/71
21	Wynnfield	7	43-49	09/07/71
22	Wynnfield	8	03-20	10/04/71
23	Wynnfield	8	23-38	11/01/71
24	Pine Grove	8	39-53	11/01/71
25	Pine Grove	9	01-19	01/03/72
26	Pine Grove	9	20-35	01/03/72
27	Wynnfield	9	36-50	02/07/72
28	Pine Grove	9	51-66	02/07/72
29	Royal Palms	10	17-29	03/06/72
30	Royal Palms	10	30-42	04/03/72
31	Royal Palms	10	43-53	04/03/72
32	Royal Palms	10	54-66	04/03/72
33	Royal Palms	10	67-77	04/03/72
34	Seminole Woods	11	30-49	08/07/72
35	Belle Terre	11	02-26	07/30/72
37	Lakeview, Palm Coast Park	13	01-29	09/14/72
57	Ulysses Trees, Seminole Woods	16	46	04/02/73
57	Ulysses Trees, Seminole Woods	17	13-28	04/02/73
58	Seminole Park, Seminole Woods	19	26-40	05/07/73
59	Seminole Park, Seminole Woods	19	41-50	05/07/73
60	Seminole Park, Seminole Woods	20	01-08	04/19/73
60	Seminole Park, Seminole Woods	17	48-55	04/19/73
63	Zubulah's Trail, Seminole Woods	18	24-35	04/19/73
64	Leguna Forest, Seminole Woods	18	36-43	04/19/73
65	Kankakee Run	17	56-67	04/19/73

SCHEDULE "B"

OFF. REC. 218 <sup>PAGE</sup> 599

Section	Date of Recording	Official Records Book	PAGE
3	06/29/71	36	573-582
7	06/29/71	36	613-622
9	06/28/71	36	633-642
10	06/29/71	36	643-652
11	06/29/71	36	553-562
12	06/29/71	36	663-672
13	06/29/71	36	673-682
14	06/29/71	36	683-692
15	06/29/71	36	693-702
16	06/29/71	37	1-10
17	06/29/71	37	11-30
18	06/07/71	36	281-290
19	06/07/71	36	291-300
20	09/20/71	37	634-640
21	09/20/71	37	641-647
22	10/26/71	38	323-329
23	11/15/71	38	513-519
24	11/15/71	38	520-526
25	01/19/72	39	456-462
26	01/19/72	39	463-469
27	02/17/72	40	178-184
28	11/15/71	38	520-526
29	03/08/72	40	346-352
30	04/10/72	40	671-677
31	04/10/72	40	678-684
32	04/10/72	40	685-691
33	04/10/72	40	692-698
34	03/02/73	47	275-284
35	03/02/73	47	285-294
37	03/02/73	47	295-304
57	06/15/73	49	602-611
58	06/15/73	49	612-621
59	06/15/73	49	622-631
60	06/15/73	49	632-641
63	06/15/73	49	662-671
64	06/15/73	49	672-681
65	06/15/73	49	682-691

*[Handwritten signatures and stamps]*  
 JUN 19 1973  
 599  
 OFF. REC. 218

AMENDMENT TO RESTRICTIVE COVENANTS AND EASEMENTS

THIS AMENDMENT TO RESTRICTIVE COVENANTS AND EASEMENTS made this 2nd day of April, 1979, by ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation, hereinafter referred to as "Company".

WHEREAS, the Company is the Owner of more than Fifty (50%) Percent of the lands in each subdivision section located in Flagler County, Florida, said subdivision sections being described in Schedule "A" attached hereto and made a part hereof; and

WHEREAS, the Company originally caused to be filed and recorded in the official records of Flagler County, Florida, as described in Schedule "B" attached hereto, Restrictive Covenants and Easements setting forth uniform covenants and general development requirements as covenants running with the land; and

WHEREAS, said Restrictive Covenants and Easements have been amended by Amendments recorded in the Public Records of Flagler County, Florida; and

WHEREAS, said Restrictive Covenants and Easements provide for and specifically reserve the right to the Company to amend said Restrictive Covenants and Easements so long as it is the owner of more than fifty (50%) percent of property; and

WHEREAS, the Company desires to further amend said Restrictive Covenants and Easements to provide for the preservation of the values and amenities thus established or to be established in the PALM COAST COMMUNITY.

NOW, THEREFORE, the Company hereby amends the Restrictive Covenants and Easements, and the aforesaid Amendment thereto, and hereby declares that the real property described in Schedule "A" attached hereto (excluding the reserve parcels) shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, reservations, and liens hereinafter set forth.

1. DEFINITIONS

The following words and phrases when used in this Amendment to Restrictive Covenants and Easements (unless the context shall prohibit) shall have the following meanings:

A. "Architectural Review Committee" or "Committee" shall mean a committee appointed by the Company pursuant to paragraph 5 herein.

B. "Company" means ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation, its designee, successors and assigns.

*Return to:*  
This Instrument was Prepared By:  
ROBERT H. BUCHNER  
EXECUTIVE OFFICE  
PALM COAST, FL 32031

C. "Dwelling Unit" means a residential unit of Palm Coast Community intended as an abode for one family and includes a single-family residence constructed on a Lot, an apartment contained in a duplex or other multi-unit building and which may be subject to the condominium form of ownership, and owned as fee-simple, or contained within a rental or cooperatively owned residential property.

D. "Front Yard Area" means the yard area of an Improved Lot from the rear building wall and a line extension thereof to the side Lot lines to the pavement line of the street in front of the Improved Lot.

E. "Improved Lot" means any Lot upon which a Dwelling Unit or a Multi-Unit Structure has been constructed.

F. "Lot" means any parcel of land shown upon the recorded subdivision maps of the real property described in Schedule "A" attached hereto with the exception of the Reserved Parcels as heretofore defined.

G. "Multi-Unit Structure or Multi-Family Structure" means any building containing two or more Dwelling Units except when each such Dwelling Unit is situated upon its own individual Lot.

H. "Owner or Lot Owner" means the record owner (other than the Company), whether one or more persons or entities, who has acquired fee-simple title to any Lot or Dwelling Unit.

I. "Palm Coast Community" or "Community" means the planned community which the Company plans to develop on the real property described in the Subdivision Map Books set forth in Schedule "A" attached hereto.

J. "Reserved", "Reserved Parcel" or "Reserved Lands" means portions of the Palm Coast Community real property described on the plats in Schedule "A" which are not presently subject to the Restrictive Covenants and Easements or amendments thereto, including this Amendment.

K. "Residential Property" means a portion of Palm Coast Community upon which Dwelling Units are or will be located.

L. "Waterbody" means all water courses, including but not limited to, streams, rivers, lakes, canals, lagoons, drainage areas, channels, or other bodies of water, whether naturally existing, constructed, or excavated, to the extent that such waters and/or shores thereof lie within the boundaries of the lands described in Schedule "A" attached hereto and whether such water courses are navigable or non-navigable.

2. All of the Lots and Dwelling Units in the Palm Coast Community shall be transferred, sold, conveyed, and occupied subject to these covenants, as more particularly set forth herein.



3. USES AND STRUCTURES

A. All Lots (other than those Lots designated for Multi-Family use in Paragraph 4 herein) are restricted to single family use; its household, servants and guests. Only one Dwelling Unit, not exceeding thirty (30) feet in height with a private attached or detached garage or carport may be built on a Lot. Buildings accessory to the use of a single-family may be erected provided such accessory buildings are not used as living quarters and provided further that prior written approval is first obtained from the Architectural Review Committee. A construction shed or trailer may be temporarily placed upon a Lot and remain there during active construction of a residence for a period not to exceed six (6) months; otherwise, no portable buildings, tents, trailers or other temporary buildings may be placed upon a Lot. All building exteriors shall be completed within six months from Commencement of Construction or issuance of a building permit, whichever comes first.

B. No trade, business, or any other type of commercial activity shall be carried on upon any of the Lots or in any Dwelling Unit; however, notwithstanding this restriction the Company and its assigns shall not be prohibited from operating sales models and/or a sales office on the Lots with the prior written approval of the Architectural Committee.

C. Except as allowed herein, no motor vehicle, other than a private passenger type with a current license tag and inspection certificate, shall be parked on any Lot in excess of twelve (12) consecutive hours. The parking of automobiles and other motor vehicles, except upon paved areas, is prohibited. The overnight parking or storage of trucks over one ton capacity, trucks used for commercial purposes, boats, trailers, campers, motor homes or similar recreational vehicles on the road right-of-way or on any Lot is prohibited other than in an enclosed garage or other screened or shielded area approved in writing by the Architectural Review Committee.

D. No clothes drying shall be permitted except in the rear yard of an Improved Lot. All clothes drying areas shall be shielded from view of the street by shrubbery or other screening approved in advance by the Architectural Review Committee.

E. All Front yard areas of Improved Lots shall be grassed or otherwise appropriately landscaped and kept as a lawn which shall extend to the pavement line of the street. Corner Lots shall have two Front yard areas for the purposes of this paragraph, one on the front of the Lot and the second on the yard adjacent to the intersecting thoroughfare. No graveled or blacktopped or paved parking strips are permitted except as approved in writing by the Architectural Review Committee, which

approval may be granted or withheld in its sole discretion. All garbage and trash containers, oil and gas tanks or metal or plastic receptacles must be placed so as to render them and the contents thereof hidden from view from adjoining properties or the road.

F. No sign of any nature whatsoever shall be erected or displayed upon any Lot except with the prior written approval of the the Architectural Review Committee, except one sign of not more than one (1) square foot used to indicate only the name of the resident or one sign of not more than three (3) square feet advertising an Improved Lot for sale. The Company shall have the right to place such signs upon the Lots in connection with the sale or resale by Company of Lots, Improved Lots and Dwelling Units within the Community without the prior written approval of the Committee.

G. Unless prior written approval has been obtained from the Architectural Review Committee, no electronic or other antenna may be erected or maintained anywhere upon any of the Lots; provided, however, one (1) television antenna (excluding towers) may be erected on any Improved Lot, if it does not project more than ten (10) feet above the highest point of the roof of the building.

H. No oil drilling, oil development operations, oil refining, quarrying, natural gas or mining operations of any kind shall be permitted upon or in any Lot. In order to minimize the removal of ground and surface water in any appreciable quantities and avoid unnecessary salt water intrusion or diminution or material alteration of the aquifer, the construction and/or use of individual wells for any purpose by Lot Owners is prohibited, unless written permission is given by the Architectural Review Committee. In order to reduce the dissolution of nitrogen into the ground and surface waters in amount injurious to the environment, only fertilizers which are capable of releasing nutrients, especially nitrogen, at a controlled rate, such as organic fertilizer, are permissible.

I. Swimming pools, including the deck area, patios or sun decks, must be approved in writing by the Architectural Review Committee, shall not be constructed closer than 10 feet from the rear and side Lot lines, unless enclosed by screening or other type of enclosure, in which event the same shall not be constructed closer than 20 feet from the rear and 7-1/2 feet from the side Lot lines.

J. No livestock, fish, poultry, or animals of any kind or size shall be raised, kept or bred on any Lot or Dwelling Unit; provided, however, that a maximum of two (2) dogs, cats or other domesticated household pets may be raised and kept provided such pets are not kept, bred or maintained for any commercial purpose.

K. No fence, wall or hedge shall be erected or maintained on any Lot unless approved in writing by the Architectural Review Committee as to the location, material, height and color.

L. No Lot Owner shall remove any live tree with a trunk of four (4) inches or more in diameter (as measured one (1) foot from ground level) without the prior written consent of the Architectural Review Committee.

M. In order to preserve and maintain proper drainage in the Palm Coast Community, no changes in grades or elevations of any Improved Lot (including the Swale Areas) shall be made without the prior written approval of the Architectural Review Committee.

N. The Lot Owner shall maintain the drainage swales within or adjacent to the Lot. The location of culverts and their invert grades, width and depth shall be that which is from time to time established by the Architectural Review Committee. The Lot Owner shall provide the Architectural Review Committee with two sets of as-built drawings which set forth location of invert, grade, width and depth. No driveway shall be constructed, maintained, altered or permitted to exist on any Lot if, in the opinion of the Committee, it obstructs, would obstruct or otherwise impedes the flow of surface drainage.

O. The Lot Owner shall not place any items, objects or shrubs in or on any road right-of-way without the Committee's prior written approval.

#### 4. MULTI-UNIT STRUCTURES

The Lots designated in the Restrictive Covenants and Easements described in Exhibit "B" attached hereto and made a part hereof are hereby declared to be Multi-Family Lots and two Dwelling Units may be permitted in one building on each Lot. In Sections 3, 7, 9 through 35 inclusive, 37 and 39, a maximum of six Dwelling Units may be constructed (to be constructed at one time) on two contiguous Lots and in Sections 57-60 and 63-65, a maximum of four Dwelling Units may be constructed on two contiguous Lots.

In the event that Multi-Family Units are constructed on a Lot or contiguous Lots, a minimum of one and one-half parking places shall be provided for each Dwelling Unit.

#### 5. ARCHITECTURAL REVIEW COMMITTEE

No structure or use described herein shall be erected, placed, altered, or permitted to remain on any Lot unless the Owner has submitted a proposal for the intended improvements, (including total available square footage), all exterior elevations, a proposed site plan, a landscaping plan, abbreviated specifications and such plans and specifications have been reviewed and approved by the Architectural Review Committee,

as hereinafter provided. The Architectural Review Committee shall review the proposed submission (including building plans and specifications for same) as to the type and quality of materials, harmony of the external design and location of the building or structure with existing buildings or structures, location of the building or structure with respect to topography, trees, vegetation and the finished grade elevation of the Lot and floor slab, exterior color(s) of any building or structure, and any other relevant considerations which are based on acceptable standards of planning, zoning, and construction, including considerations based on aesthetic factors. Upon completion of the proposed improvements, an "as built" survey showing the finished floor and grade elevation and location of all improvements shall be filed with the Architectural Review Committee.

The Architectural Review Committee shall be composed of not less than three (3) nor more than seven (7) persons. The members of the Committee shall be appointed by the Company its successors or assigns. The membership, rules of procedure and duties of the Committee shall be prescribed by and, from time to time, changed or modified by the Company. If and when the Company deems the circumstances appropriate, the Company, in its sole discretion, may assign the rights, duties, and functions of the Architectural Review Committee to the Association described in Paragraph 12 herein or may in its sole discretion assign the rights, duties, and functions of the Committee for each section to any Property Owners' Association formed for a particular section or sections. From and after the date of any such assignment or assignments, the Company shall be relieved of any further duties or obligations concerning the Committee to the extent of the assignment. The Association or Associations receiving the assignment shall, in the manner authorized, then appoint the membership of the Architectural Review Committee which shall assume the duties and perform the functions as set forth in this Declaration.

The Architectural Review Committee shall indicate its disapproval of the matters required herein to be acted upon by them, by a written instrument filed with the Company and served personally or by mail upon interested parties, identifying the proposed building or structure and the reasons for such disapproval. If the Architectural Review Committee fails or refuses to approve or disapprove the aforesaid matters within forty-five (45) days after the application or request for action is properly received and after a floor plan, elevation, site clearing plan and abbreviated specification (including exterior material and colors) have been certified as received by the Committee, then it shall be presumed, as to all owners and interested persons, that the plans as submitted have been approved by the Architectural Review Committee.

**6. LOT AREA AND WIDTH: SET BACK: SIZE OF BUILDING:**

A. No Dwelling Unit shall be built on a Lot having an area less than 8,000 square feet, except on those Lots in Sections 14-16 as platted, where a Dwelling Unit may be built on a Lot having an area less than 7,500 square feet.

B. For all residential Lots having full frontage on a street, no part of any Dwelling Unit, except as otherwise allowed, shall be located nearer than: 25 feet to the front Lot line; (a front Lot line shall mean that front set back line facing the front of any Dwelling Unit) 25 feet to the side of a corner Lot, 7-1/2 feet to the side Lot line and 20 feet from the rear Lot line except that the roof line overhang of the primary residential Dwelling Unit may be constructed or extended to within 5 feet of the side Lot line. The water side Lot line for a waterfront Lot shall be a minimum of 15 feet.

C. For all residential Lots having an access way to a street, but for which the major portion of the Lot is separated from the street by an intervening Lot or Lots, no part of any Dwelling Unit, except as otherwise allowed by the Architectural Review Committee, shall be located nearer than (1) 20 feet from the rear Lot line of the intervening Lot or Lots; (2) 20 feet from its own rear Lot line and (3) 7-1/2 feet from the Lot lines not covered by C(1) and (2) herein.

D. In no event shall any part of any Dwelling Unit, except as otherwise allowed, be located closer than 25 feet from any road right-of-way line.

E. The living area of a single-family residence, exclusive of open porches, screened-in patios and garages shall not be less than twelve hundred (1,200) square feet. Each Dwelling Unit in a Multi-Unit Structure shall have a minimum living area of one thousand (1,000) square feet; providing, however, on the Multi-Family lots which permit only one building per lot, the Dwelling Units may be averaged to arrive at the one thousand (1,000) square feet.

The method of determining the square foot area of proposed buildings and structures or additions and enlargements thereto shall be to multiply the outside horizontal dimensions of the building or structure of each floor level. Garages, roofed-screen porches and the like, shall not be taken into account in calculating the minimum square foot areas as required by this Restrictive Covenant.

**7. PALM COAST COMMUNITY SUBDIVISION**

In order to maintain the standards of the Palm Coast Community Subdivision, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot owned by a Lot Owner, and no refuse pile or other unsightly

objects shall be allowed to be placed or suffered to remain anywhere thereon. The property, buildings, improvements, appurtenances and lawns shall be kept in good, safe, clean, neat and attractive condition, and all buildings and structures shall be maintained in a finished, painted and attractive condition. In the event the Lot Owner fails to keep the Lot and the improvements thereon in said condition, the Company, its successors or assigns, shall have the right (but not the obligation) to mail a thirty (30) day written notice by certified or registered mail to the property address or the last known address of the Lot Owner, advising the Lot Owner of failure to comply with the above provisions. Failure of the Lot Owner to correct the violation(s) within thirty (30) days of mailing of said notice shall give the Company, its successors or assigns the right (but not the obligation) to enter upon the premises and correct the violation(s), and such entry shall not be deemed a trespass. The Company, its successors or assigns shall have the further right to assess the Lot Owner for the full cost of any services performed pursuant to this paragraph.

The Company, its successors or assigns, shall have a lien on each Lot or Dwelling Unit in the Subdivision for any unpaid assessments and expenses incurred by the Company, its successors or assigns, incident to the perfection and/or collection of any unpaid assessment or enforcement of any lien. As to any condominium declared upon the Multi-Family Lots of the Palm Coast Community, the assessment applicable to the Dwelling Units contained therein shall be part of the Common Expenses of that Condominium, and shall be collected by the Association in the same manner, by the same procedure and to the same extent as other Common Expenses. Each Assessment shall also be the personal obligation of the person, persons or entity owning each Dwelling Unit contained in a condominium established within the Multi-Family Lots of the Palm Coast Community or owning collectively all of the Dwelling Units located within rental apartment, cooperative apartments, etc., upon the Multi-Family Lots of the Palm Coast Community at the time the assessment was made. Said lien shall attach and be effective from and after the time of recording in the Public Records of Flagler County, Florida, of a claim of lien stating the description of the Lot, the name of the record owner, the amount due and date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such liens shall bear interest at the rate of ten percent per annum from date of recording until paid. Except for interest, such claims of lien shall include unpaid assessments which are due and payable to the Company, its successors or assigns, when the claim of lien is recorded, together with all costs incurred or sustained by the lien claimant in

perfecting and enforcing such lien, including a reasonable attorney's fee. Upon full payment the Lot Owner, upon written request, shall be entitled to a recordable satisfaction of lien. Such lien may be foreclosed by suit brought in the name of the Company, its successors or assigns in like manner as a foreclosure of a mortgage on real property or by other lawful means. In any such foreclosure the Lot Owner shall be required to pay a reasonable rental for the Lot, and the Company shall be entitled to the forthwith appointment of a receiver without bond or notice to collect the same. A suit to recover a money judgment for unpaid assessments may be maintained at the option of the lien holder without waiving the lien securing the same.

8. PRESERVATION AND PROTECTION OF SHORES AND CHANNELS

A. Control of Shores and Channels

The owner of any Lot which abuts a Waterbody within 25 feet from the said Waterbody shall:

(i) not, without the prior written consent of the Architectural Review Committee, excavate, dredge, modify, or alter any land grades, land elevations, earth work, shore stabilizer or treatment, riprap, bank protection and/or soil cover, nor shall he permit any such act;

(ii) at his expense, maintain in good condition, order and repair, in accordance with such reasonable standards as the Company may establish, all earth works, sod, planting, bank protection, lawn or other soil cover;

(iii) not dump, or place, nor permit to be dumped or placed, any earth, stone, grass clippings, fill material or any solid material or waste of any kind in any Waterway, nor shall he remove, nor permit to be removed, from any Waterway any earth, sand or other fill material;

(iv) not damage, destroy, break, tunnel under, tamper with, alter, modify or change in any manner or degree any bulkhead, deadman anchor, bulkhead cap, riprap or other shore treatment, preservation or installation;

(v) not attach, affix or moor or dock, nor permit to be attached or affixed, or moored or docked to any bulkhead or bulkhead cap, any cleat, pole, bitt or other device or attachment of any kind without prior written consent of the Architectural Review Committee.

B. Reservation of Rights

In addition to the restrictions, reservations and provisions herein provided, as between the Company and party or parties who hereafter may acquire title to any lot or property fronting on any waterway, the Company does hereby specifically reserve, and unless otherwise specifically provided in any future deeds or conveyances, the Company shall be understood to reserve, all riparian and property rights requisite and appropriate to

enforce the restrictions and declarations herein set forth, except that the Company does not now undertake nor has it undertaken any obligation to maintain any canal or other waterway or to maintain any bulkhead, deadman anchor, bulkhead cap, rip-rap or other similar related installation.

C. Use of Waterways

In order to minimize and prevent pollution of Waterbodies with direct boating access to the Intracoastal Waterway, no watercraft propelled by an internal combustion engine shall be used on any such Waterbody unless said internal combustion engine is equipped with pollution-control devices recommended and shown to be effective by the Federal Environmental Protection Agency or other body whose recommendations are sanctioned by the Architectural Review Committee.

No watercraft propelled by an internal combustion engine shall be used on any Waterbody which does not have boating access to the Intracoastal Waterway. Designation of these Waterbodies shall be made by the Architectural Review Committee. Use of such Waterbody shall be limited to watercraft propelled by means other than internal combustion engines or other pollutant emission engines. An internal combustion engine used on any Waterbody shall be equipped with appropriate muffling devices to eliminate excess engine noise.

D. Piers and Related Structures

(i) No dock, mooring, piling, mooring buoy, floating dock, pier, anchored device, or similar or related object or structure of any kind, nature, or description shall be placed or permitted to exist in any Waterbody, or beyond the property line abutting such Waterbody without the prior written approval of the Architectural Review Committee;

(ii) no docks or piers shall extend more than 12 feet into the Waterbody unless such Waterbody is 100 feet or more in width, in which case they may extend 16 feet, in both instances as measured at right angles to and from the property line abutting the Waterbody.

E. Mooring and Storage Watercraft

No vessel, including but not limited to any boat, yacht, ship or other floating conveyance, shall be moored or permitted to be moored overnight beyond any pier line, except as provided herein, or as established by any appropriate public authority, except in authorized mooring basins. A vessel shall not be permitted to anchor, moor or stand overnight in any waterway except with the specific prior written consent of the Company; and in any event, no vessel or other floating object shall be anchored, moored or placed offshore in any of the waterways so as to interfere in any manner with navigation nor shall the same be used as living quarters.



The utilization of any waterway or anchorage areas shall be at the individual's own risk and the Company shall not be liable for damages or injuries resulting from such use.

F. Avoidance of Nuisances and Compliance with

Law

Refuse, trash or waste materials, including, but not limited to petroleum products wastes, grass trimmings, leaves and sewage, shall not be dumped, thrown, ejected or otherwise deposited into or near any waterway. All Federal, State and local laws, statutes and regulations relating to the use of navigable or tidal waters shall be complied with at all times.

9. WATER AND SEWER

A. In those sections where a central sewer system is available, all Dwelling Units shall, at the Lot Owner's expense, be connected to the central water and sewer system within ninety (90) days after substantial completion of a Dwelling Unit or upon the issuance of a Certificate of Occupancy for the Dwelling Unit, whichever occurs first. At the time of the connection to the system, the Lot Owner will be required to pay the then prevailing fees and charges for the construction and installation of the community water and sewer system.

B. In those sections where a central sewer is not available, when and if a central sewer system becomes available to a lot in said sections, the Lot Owner shall pay the then prevailing fees and charges for the construction and installation of the central sewer system, whether or not a Dwelling Unit is connected to the system at that time.

C. In addition to the fees and charges for construction and installation of the central sewer and water system, all Lot Owners who have not constructed and connected a Dwelling Unit to the systems shall pay the then current monthly service availability fee for sewer and water.

D. No septic tanks or other individual or privately owned sewer system shall be installed or permitted to be used on any Lot where a central sewer system is available.

E. All rates, fees and charges for the central water and sewer system shall be an expense of the Lot Owner and shall be and constitute a lien and encumbrance on the lot affected thereby and any improvements thereon, and that by acceptance of title to a lot, the Lot Owner shall be deemed to have accepted the imposition of said lien and encumbrance. Said charges will become a lien upon the lot or Dwelling Unit and such lien including a reasonable attorneys' fee, incident to the collection thereof when the same remains unpaid for a period of thirty (30) days or more, may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property or by any other lawful means. Said lien shall attach and be

effective from and after the time of recording in the Public Records of Flagler County, Florida, of a claim of lien stating the description of the lot or Dwelling Unit, the name of the record owner, the amount due and date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. All liens imposed under this Paragraph 9 shall entitle the holder thereof to the same rights as granted under Paragraph 7 hereinabove with respect to maintenance of premises, shall bear interest at the same rate as provided therein and shall be enforced, together with costs and attorneys' fees as provided in said Paragraph 7.

10. EASEMENTS

A. Perpetual easements for installation, construction, reconstruction, maintenance, operation and inspection of all utilities, drainage, Waterbodies, or recreational facilities, for the benefit of the adjoining land Owners, the Company or any authority, commission, District, municipality or other agency are reserved as shown on the plats described herein. Additionally, easements are hereby reserved to the Company for the installation, construction, reconstruction, maintenance, operation and inspection of any and all services and utilities, including but not limited to, cable television, cablevision, sidewalks, drainage, or waterways, which easements shall be confined to a 5-foot width along the interior boundaries of the rear Lot line, side Lot lines and front Lot line of every Lot. Also, easements in general in and over each Lot for the installation of electric, gas and telephone facilities for service to the Dwelling Units are reserved.

B. No building, structure, fence, hedge, wall or decorative items such as rocks or posts shall be erected nor any paving laid nor filling or excavation done within the easement areas provided for in Paragraph 10 A. herein without the prior written consent of the Architectural Review Committee. No action shall be taken that would restrict or obstruct the use of said easements.

C. The Company, its successors and assigns, shall at all times have the right to ingress and the right of way over each Lot and the aforesaid easements for the purposes described in Subparagraph A. of this Paragraph 10.

11. COMMUNITYWIDE BENEFIT PROGRAM

A. The Owner of a Lot or Dwelling Unit in the Palm Coast Community is hereby made liable to the Company, its successors or assigns for a pro rata share of the actual cost of the operating expenses of a Community Benefit Program for facilities and services, or to further the environmental and aesthetic principles of the Palm Coast Community. The implementation of the program and the extent thereof shall be within the sole

discretion of the Company. The funds collected may be used to cover the costs (1) for the maintenance, expansion, or creation of facilities, amenities or programs or services of a community nature, (2) to further the environmental and aesthetic principles of Palm Coast. If implemented, each Owner's share is hereby fixed initially at the sum of Ten (\$10) Dollars per month (subject to adjustment in relation to actual costs) payable to the Company. Each Owner hereby agrees that the Company, its successors and assigns, shall have a lien upon such Owner's Lot for the aforesaid initial amount of \$10.00 (or adjusted amount) per month until such amount is paid. As to any condominium declared upon the Multi-Family Lots of the Palm Coast Community subject to these covenants, the assessment applicable to the Dwelling Units contained therein shall be part of the Common Expenses of that condominium, and shall be collected by the Association in the same manner, by the same procedure and to the same extent as other Common Expenses. Each assessment shall also be the personal obligation of the person, persons or entity owning each Dwelling Unit contained in a condominium established within the Multi-Family Lots of the Palm Coast Community or owning collectively all of the Dwelling Units located within rental apartments, cooperative apartments, etc., upon the Multi-Family Lots of the Palm Coast Community subject to these covenants at the time the assessment was made. Said lien shall include a reasonable attorney's fee and costs incident to the perfection of such lien and the collection thereof plus interest as provided herein. The aforesaid initial sum of \$10.00 per month per Lot shall constitute a lien upon the Owner's Lot or Dwelling Unit and that such lien, including a reasonable attorney's fee, incident to the collection thereof, where the same remains unpaid for a period of 30 days or more, may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property or by other lawful means. Said lien shall attach and be effective from and after the time of recording in the Public Records of Flagler County, Florida, of a claim of lien stating the description of the Lot or Dwelling Unit, the name of the record Owner, the amount due and date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. All liens imposed under this Paragraph 11 shall entitle the holder thereof to the same rights as granted under Paragraph 7 hereinabove with respect to maintenance of premises, shall bear interest at the same rate as provided therein and shall be enforced, together with costs and attorney's fees as provided in said Paragraph 7.

B. Community Benefit. If the program is implemented by the Company, the total anticipated Operating Expenses for each calendar year shall be set forth in an annual budget

prepared by the Company or its successors and assigns. The total anticipated Operating Expenses shall be divided equally among the "Dwelling Units Subject to Assessment" and the quotient thus arrived at shall constitute and be called the "Individual Dwelling Unit Assessment."

The phrase "Dwelling Units Subject to Assessment" shall mean the number of Dwelling Units in any declared condominiums on the Residential Properties and the number of Lots owned by a Lot Owner and the number of Dwelling Units in any duplex or co-operative structure on the Residential Properties as to which a Certificate of Occupancy has been issued as of a date not less than thirty (30) days prior to the adoption of the budget. For the purposes of assessments, the number of Dwelling Units contained in any structure located on any Multi-Family Structure which is subsequently destroyed, damaged, or demolished shall be the number of Dwelling Units originally constructed until such time as the structure is replaced and a new Certificate of Occupancy is issued, whereupon the number of Dwelling Units contained in the replaced structure shall be used in computing the number of Dwelling Units subject hereto. If the number of Dwelling Units shall be increased by reason of new construction prior to thirty (30) days before the end of any quarterly period, then the Company or its successors or assigns shall adjust the Individual Dwelling Unit Assessment on a quarterly basis by dividing the total anticipated Operating Expenses for the remainder of the calendar year by the increased number of Dwelling Units subject hereto.

Each Lot Owner shall be assessed an amount equal to the product arrived at by multiplying the Assessment by the number of Dwelling Units contained in each structure located on a portion of the Residential Properties owned by the Lot Owner. The Assessment shall be payable in advance on the first days of January, April, July and October of each year. As to any condominium declared on the multi-lots, each Association shall be assessed an amount equal to the product arrived at by multiplying the Assessment by the number of condominium apartments within each condominium operated by the Association.

#### 12. ASSOCIATION

To effectively and efficiently provide for the administration of the Community Benefit Program, perform the functions of the Architectural Review Committee in the Palm Coast Community (and future Sections filed by the Company and made a part of this Association within the sole discretion of the Company) a non-profit corporation may in the Company's sole discretion be created by the Company, its successors or assigns. If created, the Association shall perform such functions and duties assigned to it, assist in the enforcement of the restrictions and

convenants contained herein, and undertake and perform all acts and duties necessary and incident to such duties, all in accordance with the provisions of this Declaration, the assignment and the Certificate of Incorporation and By-Laws filed for said Association.

The Owner of each lot or Dwelling Unit within the Palm Coast Community, and future sections filed by the Company in the Public Records of Flagler County, Florida and made a part of the Association, shall automatically become members of the Association upon acquisition of an ownership interest in any lot or Dwelling Unit. Membership of such Owner shall terminate automatically at the time an owner is divested of an ownership interest to such lot or Dwelling Unit, regardless of the means of such divestiture.

No person or corporation or other business entity holding any liens, mortgage or other encumbrance upon any lot or Dwelling Unit shall be entitled, by virtue of such lien, mortgage or other encumbrance, to membership in the Association or to any of the rights and privileges, or be charged with any of the duties of such membership; provided, however, that nothing contained herein shall be construed as prohibiting membership in the Association of a person, corporation, or other business entity which acquires title to a lot or Dwelling Unit either by foreclosure or by voluntary conveyance from its mortgagor or his successor or assign.

In the administration, operation and management of the Community Benefit Program and the enforcement of these covenants and restrictions, the Association will be granted full power and authority to enforce all the provisions of this Declaration, to levy and collect assessments in accordance herewith, and to adopt, promulgate, and enforce such rules and regulations governing the area and the administration of the aforesaid covenants and restrictions as the Board of Directors of the Association may from time to time deem appropriate and in the best interests of the Association.

**13. ADDITIONAL RESTRICTIONS CONCERNING SECTIONS 34 AND 37 OF THE PALM COAST COMMUNITY**

A. Every Lot Owner in Section 34 of the Palm Coast Community shall automatically be a member of the East Hampton Community Association, Inc., a non-profit corporation and shall be bound by the Articles of Incorporation, By-Laws, and all actions taken by that Association. The Association shall be organized (i) for the purpose of maintaining and preserving the golf course in Section 34 and appurtenant facilities by means of general and special assessments levied by the Association against land within the appropriate subdivision sections; (ii) to adopt and enforce rules and regulations for the use of said golf course and appurtenant facilities; (iii) to establish a schedule of use

fees and admission charges for such facilities; and (iv) exercise such other powers and authority as are expressed within the Community Association's Articles of Incorporation, and as otherwise permitted under the laws of the State of Florida.

B. Every Lot Owner in Section 37 of the Palm Coast Community shall automatically be a member of the Lakeview Community Association, Inc., a non-profit corporation and shall be bound by the Articles of Incorporation, By-Laws, and all actions taken by that Association. The Association shall be organized (i) for the purpose of maintaining and preserving the golf course in Section 37 and appurtenant facilities by means of general and special assessments levied by the Association against land within the appropriate subdivision sections; (ii) to adopt and enforce rules and regulations for the use of said golf course and appurtenant facilities; (iii) to establish a schedule of use fees and admission charges for such facilities; and (iv) exercise such other powers and authority as are expressed with the Community Association's Articles of Incorporation, and as otherwise permitted under the laws of the State of Florida.

C. The Association of Sections 34 and 37 shall have a lien on each Lot in the Subdivision for any unpaid assessment made by the Association, incident to the perfection and/or collection of such unpaid assessment or enforcement of such lien. As to any condominium declared upon the Multi-Family Lots of the Sections the assessment applicable to the Dwelling Units contained therein shall be part of the Common Expenses of that condominium, and shall be collected by the Association in the same manner, by the same procedure and to the same extent as other Common Expenses. Each assessment shall also be the personal obligation of the person, persons or entity owning each Dwelling Unit contained in a condominium established within the Multi-Family Lots of the Sections or owning collectively all of the Dwelling Units located within rental apartment, cooperative apartments, etc., upon the Multi-Family Lots of the Sections at the time the assessment was made. Said lien shall attach and be effective from and after the time of recording in the Public Records of Flagler County, Florida, of a claim of lien stating the description of the Lot, the name of the record owner, the amount due and date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. All liens imposed under this Paragraph 13 shall entitle the holder thereof to the same rights as granted under Paragraph 7 hereinabove with respect to maintenance of premises, shall bear interest at the same rate as provided therein and shall be enforced, together with costs and attorneys' fees as provided in said Paragraph 7.

14. DURATION

The following covenants and restrictions shall run with the land for thirty (30) years from the date hereof, and all grantees, by accepting the deed to any land affected by these Restrictive Covenants and Easements, accept the same subject to such covenants and restrictions and agrees for himself, and his successors in interest to be bound by each and every covenant and restriction, jointly and severally. After said thirty (30) year period, the covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by the then record Owners of a majority of all the Lots shown on the aforesaid map, agreeing to change such covenants and restrictions, in whole or in part, shall have been recorded.

15. ENFORCEMENT

The Restrictive Covenants and Easements herein contained may be enforced by the Company, any Association provided for herein, any civic Association, or the Owner or Owners of a Lot in any judicial proceedings seeking any remedy cognizable at law or in equity including damages, injunction, and other mandatory relief against any person, persons, firm, or entity violating or attempting to violate any covenant or restriction or to enforce any lien created by these Covenants. The failure, either by the Company or any other party, to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. The prevailing party in any such litigation shall be entitled to reasonable attorney's fees, and court costs.

16. AMENDMENT AND MODIFICATION

(a) The Company hereby reserves the right to amend, modify or rescind such parts of these Restrictive Covenants if the Company, in its sole discretion, deems the same to be necessary or desirable so long as such amendment, amendments or modifications does not, in its opinion, substantially change the character, nature or general scheme of development of the Subdivision.

(b) Any Amendment or modification to these Restrictive Covenants by the Company shall not require the consent of the Lot Owners and said Amendment or modification shall only be required to be executed by the Company and recorded in the public records of Flagler County, Florida.

(c) These Restrictive Covenants may also be amended or modified with the consent of seventy-five percent (75%) of the record owners of Lots or Dwelling Units in the Subdivision and the Company. In such event, the President and Secretary of the Association shall execute a certificate under oath reciting that the amendment was adopted at a meeting duly called and at which a quorum was present in person (or by proxy)

and that at least seventy-five percent (75%) of those entitled to cast a vote approved the amendment. Such certificate, together with the amendment adopted and the Company consent shall be filed in the Public Records of Flagler County, Florida. It shall not be necessary for the record owners to join in any document to effectuate such amendment.

17. SEVERABILITY

Invalidation of any of the aforesaid covenants and restrictions or any portion thereof, by judgment or court order shall in no way affect any of the covenants and restrictions heretofore recorded which shall remain in force and effect while this instrument remains in full force and effect. To the extent that any of the prior covenants conflict with this document, this Amendment, so long as the same remains in effect, shall control. Upon the invalidation of any of the Amendments to Restrictive Covenants and Easements made in this document, the prior covenants which were amended by this document shall become operative and remain in effect while this instrument remains in full force and effect.

IN WITNESS WHEREOF, the said ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation, has hereunto caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed, attested by its Assistant Secretary this                    day of                    1979.

Signed, sealed and delivered in the presence of:

ITT COMMUNITY DEVELOPMENT CORPORATION

Gordon Wilson

BY:

Robert H. Moriner  
Vice President  
Attest: Robert H. Moriner  
Secretary

Phyllis A. Rider

STATE OF FLORIDA            )  
  ) SS  
COUNTY OF FLAGLER        )

I HEREBY CERTIFY that on this 2nd day of April, 1979, before me, a person authorized to take acknowledgements of deeds and other instruments, personally appeared Gordon Murtaugh and Robert H. Moriner Vice President and Secretary, respectively, of ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation, to me known and known by me to be the persons who executed the foregoing instrument as such officers and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said



corporation and that the said instrument is the free act and deed of said corporation.

WITNESS my signature and official seal at Palm Coast, County of Flagler, and State of Florida, on the day and year last aforesaid.

*Carol M. Banks*

NOTARY PUBLIC, State of Florida  
at Large



My Commission Expires:

\_\_\_\_\_  
NOTARY PUBLIC STATE OF FLORIDA  
12-9-80


## SCHEDULE "A"

<u>Palm Coast Subdivision Section</u>	<u>Name</u>	<u>Map Book Number</u>	<u>Page</u>	<u>Date of Recording</u>
3	Country Club Cove	6	04-08	06-05-72
14	Country Club Cove	6	54-58	10-05-70
15	Country Club Cove	6	68-72	11-02-70
16	Country Club Cove	6	81-86	12-07-71
20	Wynnfield	7	32-42	09-07-71
22	Wynnfield	8	03-20	10-04-71
25	Pine Grove	9	01-19	01-03-72
34	Seminole Woods	11	30-49	08-07-72
37	Lakeview, Palm Coast Park	13	01-29	09-14-72

SCHEDULE "B"

<u>Section</u>	<u>Date of Recording</u>	<u>Official Records Book</u>	<u>Pages</u>
3	June 29, 1971	36	573-582
14	June 29, 1971	36	683-692
15	June 29, 1971	36	693-702
16	June 29, 1971	37	1-10
20	September 20, 1971	37	634-640
22	October 26, 1971	38	323-329
25	January 19, 1972	39	456-462
34	March 2, 1973	47	275-284
37	March 2, 1973	47	295-304

79/ 12410  
 NO. 12410  
 FILED AND RECORDED  
 O.R. BOOK 19 PAGE 640-640  
 79 APR 3 PM 4 15  
 SHELTON B. BARBER  
 CLERK CIRCUIT COURT  
 FLAGLER COUNTY, FLA.



THIRD AMENDMENT TO RESTRICTIVE COVENANTS AND EASEMENTS

WHEREAS, ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation, hereinafter known as "Company", is the owner of more than fifty (50%) percent of lands in each subdivision section located in Flagler County, Florida, described on the attached Schedule "A"; and,

WHEREAS, the Company originally caused to be filed and recorded in the Official Records of Flagler County, Florida, as described in the attached Schedule "B", Restrictive Covenants and Easements setting forth uniform restrictive covenants and general development requirements, as covenants running with the described land, affecting each and every lot located in said recorded plats; and

WHEREAS, said Restrictive Covenants and Easements provide for and specifically reserve the right to the Company to amend said Restrictive Covenants and Easements so long as it is the owner of more than fifty (50%) percent of the property described therein;

NOW, THEREFORE, the Company declares that all provisions of the above described recorded Restrictive Covenants and Easements and amendments thereto, except that those portions of the provisions of Subparagraph (a) of Paragraph 2 of each recorded Restrictive Covenants and Easements which delineate lots which can be developed with multi-unit structures, are hereby restated and remain in full force and effect except those which are amended as follows:

(1) Subparagraph (c) (i) of Paragraph 4, LOT AREA AND WIDTH: SET BACK: SIZE OF BUILDING, is hereby amended as follows:

(c)(i) For all residential lots having frontage on a street, no part of any structure, except as otherwise provided herein, shall be located nearer than: 25 feet to the front lot line; 25 feet to the side of a corner lot, 7-1/2 feet to the side lot line, and 15 feet from the rear lot line, except that the roof line overhang of the primary residential structure may be constructed or extended to within 5 feet of the side lot line.

(2) Paragraph 11 "Water and Sewer" is amended and modified to read as follows:

"11. WATER AND SEWER

- (a) In those sections or subsections in which the sewer system is available, all buildings shall be connected at the lot owner's expense to community water and sewer facilities within ninety (90) days after substantial completion of the building. No cesspools, septic tanks or other individual or privately owned sewage disposal system shall be installed or permitted to be used on any lot.

In those sections or subsections in which the sewer system is not available at the time of execution of the Contract for the Purchase of Land, all buildings shall be connected at the lot owner's expense to community water and sewer facilities within ninety (90) days after such utilities, or either of them, have been made available. After the connection date aforesaid, no cesspools, septic tanks or other individual or privately owned sewage disposal system shall be installed or permitted to be used on any lot.

- (b) Each lot owner shall pay the appropriate rates, fees and charges for the community water and/or sewer systems in the following manner:

- (i) For the construction and installation of community water facilities to service all the homesites, all Purchasers of a homesite are required to pay, in equal monthly installments that will be placed in an escrow account, the presently estimated cost (main extension charge) of \$640 - \$810 (depending upon Section), per lot. These monthly installments will commence two (2) years after execution by the Purchaser of the Contract for the Purchase of Land and conclude on the date of the last monthly payment as set forth therein. In areas where multi-unit structures are permitted, the water main extension charge will be (in lieu of \$640 - \$810 referenced above) \$2.86 - \$4.96 per front foot (depending upon Section), plus \$410 per equivalent residential connection and other costs required to provide service or additional capacity. The escrow account will be used solely for the construction, maintenance and installation of said water facilities. Purchaser's monthly installments need not be placed in an escrow account after the water system is made available to Purchaser's Section or Subsection, whereupon these installments shall become the property of the Company. When the water line has been connected to the building or the Company conveys title to the lot, whichever is later, the lot owner will be required to pay the excess of the then prevailing main extension charge, over and above the balance in his water account.
- (ii) The lot owner shall pay the tap, meter installation and connection fees, presently estimated at a total of \$255 - \$320 (depending upon Section) at the time the building is connected to the central water facilities.
- (iii) In those Sections or Subsections in which the sewer system is not available at time of execution of the Contract for the Purchase of Land, the lot owner shall pay the then current main extension charge for connection to the central sewer system on the date that the said central sewer system is made available to his lot, whether or not a connection is actually made at that time to the central system, or at the time the Company conveys title to the lot, whichever date occurs later. Purchaser will be required to pay at the time the building is connected to the system the excess of the actual cost of construction and installation (main extension charge), if any, over and above the total amount previously paid. As of the date this instrument has been recorded, the estimated main extension charge is \$958 - \$1,147 (depending upon Section) per lot. In areas where multi-unit structures are permitted, the sewer main extension charge will be (in lieu of \$958 - \$1,147 referenced above) \$7.95 - \$10.93 per front foot (depending upon Section), plus \$273 - \$322 (depending upon Section) per equivalent residential connection and other costs required to provide service or additional capacity.

In those Sections or Subsections in which the sewer system is available at the time the Purchaser executes the Contract for the Purchase of Land, for the construction and installation of community sewer facilities to service all the homesites, all Purchasers of a homesite are required to pay, in

equal monthly installments that will be placed in an escrow account, the presently estimated cost (main extension charge) of \$958 - \$1,147 (depending upon Section), per lot. These monthly installments will commence two (2) years after execution by the Purchaser of the Contract for the Purchase of Land and conclude on the date of the last monthly payment as set forth therein. In areas where multi-unit structures are permitted, the sewer main extension charge will be (in lieu of \$958 - \$1,147 referenced above) \$7.95 - \$10.93 per front foot (depending upon Section), plus \$273 - \$322 (depending upon Section) per equivalent residential connection and other costs required to provide service or additional capacity. The account will be used solely for construction, maintenance and installation of said sewer facilities. Purchaser's monthly installments need not be placed in an escrow account after the sewer system is made available to Purchaser's Section or Subsection, whereupon these installments shall become the property of the Company. When the sewer lines have been connected to the building or the Company conveys title to the lot, whichever is later, Purchaser will be required to pay the excess of the then prevailing main extension charge, over and above his balance in his sewer account.

- (iv) Since the foregoing amounts reflect construction, installation and material costs prevailing on the date hereof, they are subject to future adjustments, at any time and from time to time, to reflect actual costs.
- (v) The lot owner who has not constructed or connected a building to the water or sewer systems shall pay the service availability fee presently estimated at \$1.33 per month for community water and \$2.67 per month for sewer from the time the Company conveys title to the lot. Such fees to be collected either quarterly, semi-annually or annually.
- (c) It is expressly understood and agreed that the charges, fees and installments described in sub-paragraph (b) of this paragraph, together with interest at the rate of  $\frac{3}{4}$  of 1% per month on any balance then due and owing, and all charges for water and sewer service rates as may be established, from time to time, shall be and constitute liens and encumbrances on the land affected thereby and any improvements thereon, and that by the acceptance of the title to any of the land with respect to which these Restrictive Covenants are imposed, the owner or owners thereof shall be deemed to have agreed to the imposition of such liens and encumbrances. It is further expressly understood and agreed that such charges and fees, installments and interest charges on installments will become a lien or encumbrance on the date on which they are due, as hereinabove provided. Charges for water and sewer service will become a lien or encumbrance on the rendering of bills or statements for the same. Said lien shall be enforced in the manner provided by law by the Company or any other person, firm or corporation to whom such charges, fees, escrow account installments or interest charges on escrow account installments are due.

That all of the other terms and conditions of the Restrictive Covenants and Easements, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the said ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation, has hereunto caused these presents to be

signed in its name by its proper officers and its corporate seal to be affixed, attested by its Assistant Secretary this 9th day of February, 1978.

Signed sealed and delivered in the presence of:

ITT COMMUNITY DEVELOPMENT CORPORATION

Ruth Speakman  
Maria J. Marry

By: [Signature]  
Vice President

Attest: [Signature]  
Assistant Secretary



STATE OF FLORIDA )  
                          ) SS  
COUNTY OF FLAGLER )

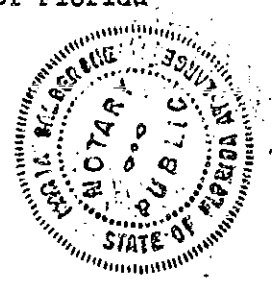
I HEREBY CERTIFY that on this 9th day of February, 1978, before me, a person authorized to take acknowledgements of deeds and other instruments, personally appeared John R. Gazzoli and Dennis J. German, Vice President and Assistant Secretary, respectively of ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation, to me know and know by me to be the persons who executed the foregoing instrument as such officers and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation and that the said instrument is the free act and deed of said corporation.

WITNESS my signature and official seal at County of Flagler, State of Florida, on the day and year last aforesaid.

Maria Calderone  
NOTARY PUBLIC, State of Florida  
at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JAN 17 1981  
BONDED THRU GENERAL INS UNDERWRITERS



SCHEDULE "A"

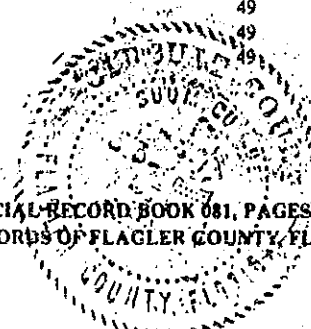
PALM COAST SUBDIVISION SECTION	NAME	MAP BOOK #	PAGE	DATE OF RECORDING
3	Country Club Cove	6	04-08	06-05-72
7	Florida Park	6	18-27	04-16-70
9	Florida Park	6	36-42	09-09-70
10	Florida Park	6	43-53	09-09-70
11	Belle Terre	6	59-67	11-02-70
12	Belle Terre	6	73-80	12-07-70
13	Belle Terre	7	01-10	02-01-71
14	Country Club Cove	6	54-58	10-05-70
15	Country Club Cove	6	68-72	11-02-70
16	Country Club Cove	6	81-86	12-07-71
17	Belle Terre	7	12-16	04-05-71
18	Wynnfield	7	19-24	06-07-71
19	Wynnfield	7	25-30	06-07-71
20	Wynnfield	7	32-42	09-07-71
21	Wynnfield	7	43-49	09-07-71
22	Wynnfield	8	03-20	10-04-71
23	Wynnfield	8	23-38	11-01-71
24	Pine Grove	8	39-53	11-01-71
25	Pine Grove	9	01-19	01-03-72
26	Pine Grove	9	20-35	01-03-72
27	Wynnfield	9	36-50	02-07-72
28	Pine Grove	9	51-66	02-07-72
29	Royal Palms	10	17-29	03-06-72
30	Royal Palms	10	30-42	04-03-72
31	Royal Palms	10	43-53	04-03-72
32	Royal Palms	10	54-66	04-03-72
33	Royal Palms	10	67-77	04-03-72
34	Seminole Woods	11	30-49	08-07-72
35	Belle Terre	11	02-26	07-30-72
37	Lakeview, Palm Coast Park	13	01-29	09-14-72
39	Pine Grove	11	50-51	08-07-72
53	Jasmine Meadows, Palm Coast Park	17	39-47	04-19-73
57	Ulysses Trees, Seminole Woods	16	46	04-02-73
57	Ulysses Trees, Seminole Woods	17	13-28	04-02-73
58	Seminole Park, Seminole Woods	19	26-40	05-07-73
59	Seminole Park, Seminole Woods	19	41-50	05-07-73
60	Seminole Park, Seminole Woods	20	01-08	04-19-73
60	Seminole Park, Seminole Woods	17	48-55	04-19-73
61	Micanopy Park, Seminole Woods	20	46-64	05-17-73
62	Micanopy Park, Seminole Woods	22	01-19	06-04-73
63	Zebulah's Trail, Seminole Woods	18	24-35	04-19-73
64	Leguna Forest, Seminole Woods	18	36-43	04-19-73
65	Kankakee Run	17	56-67	04-19-73



SCHEDULE "B"

SECTION	DATE OF RECORDING	OFFICIAL RECORDS BOOK	PAGES
3	June 29, 1971	36	573-582
7	June 29, 1971	36	613-622
9	June 29, 1971	36	633-642
10	June 29, 1971	36	643-652
11	June 29, 1971	36	553-562
12	June 29, 1971	36	663-672
13	June 29, 1971	36	673-682
14	June 29, 1971	36	683-692
15	June 29, 1971	36	693-702
16	June 29, 1971	37	1-10
17	June 29, 1971	37	11-30
18	June 7, 1971	36	281-290
19	June 7, 1971	36	291-300
20	September 20, 1971	37	634-640
21	September 20, 1971	37	641-647
22	October 26, 1971	38	323-329
23	November 15, 1971	38	513-519
24	November 15, 1971	38	520-526
25	January 19, 1972	39	456-462
26	January 19, 1972	39	463-469
27	February 17, 1972	40	178-184
28	November 15, 1971	38	520-526
29	March 8, 1972	40	346-352
30	April 10, 1972	40	671-677
31	April 10, 1972	40	678-684
32	April 10, 1972	40	685-691
33	April 10, 1972	40	692-698
34	March 2, 1973	47	275-284
35	March 2, 1973	47	285-294
37	March 2, 1973	47	295-304
39	March 2, 1973	47	305-314
53	November 13, 1974	63	119-128
57	June 15, 1973	49	602-611
58	June 15, 1973	49	612-621
59	June 15, 1973	49	622-631
60	June 15, 1973	49	632-641
61	June 15, 1973	49	642-651
62	June 15, 1973	49	652-661
63	June 15, 1973	49	662-671
64	June 15, 1973	49	672-681
65	June 15, 1973	49	682-691

AS AMENDED IN OFFICIAL RECORD BOOK 081, PAGES 0560-0576  
OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA



CH. BARBER  
CLERK OF THE CIRCUIT COURT  
FLAGLER COUNTY, FLA.

78 FEB 9 PM 4 14  
NO. 78-00740  
FILED AND RECORDED  
BOOK 102 PAGE 02-14

SECOND AMENDMENT TO RESTRICTIVE COVENANTS AND EASEMENTS

WHEREAS, ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation, hereinafter known as "Company", is the owner of more than fifty (50%) percent of lands in each subdivision section located in Flagler County, Florida, described on the attached Schedule "A"; and,

WHEREAS, the Company originally caused to be filed and recorded in the Official Records of Flagler County, Florida, as described in the attached Schedule "B", Restrictive Covenants and Easements setting forth uniform restrictive covenants and general development requirements, as covenants running with the described land, affecting each and every lot located in said recorded plats; and

WHEREAS, said Restrictive Covenants and Easements provide for and specifically reserve the right to the Company to amend said Restrictive Covenants and Easements so long as it is the owner of more than fifty (50%) percent of the property described therein;

NOW, THEREFORE, the Company declares that all provisions of the described recorded Restrictive Covenants and Easements, except that those portions of the provisions of Subparagraph (a) of Paragraph 2 of each recorded Restrictive Covenants and Easements which delineate lots which can be developed with multi-unit structures, are hereby restated or amended as follows:

(1) The "DECLARATION" clause is hereby restated or amended as follows:

DECLARATION made this 14th day of October, 1977, by ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation, hereinafter called the "Company."

(2) The "NOW THEREFORE" clause is hereby restated or amended as follows:

NOW, THEREFORE, the Company declares that the aforesaid lands are held and shall be conveyed by it subject to:

(a) The following covenants and restrictions shall run with the land for thirty (30) years from the date hereof, and all grantees, by accepting the deed to any land affected by these Restrictive Covenants and Easements, shall accept the same, subject to such covenants and restrictions, and agree for themselves, and their successors in interest, to be bound by each and every covenant and restriction, jointly and severally. After said thirty (30) year period, the covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by the then record owners of a majority of all the lots shown on the aforesaid map, agreeing to change such covenants and restrictions, in whole or in part, shall have been recorded.

(3) Subparagraph (b) of Paragraph 2, MULTI-UNIT STRUCTURES, is hereby restated or amended as follows:

(b) On those lots designated in Subparagraph (a) of Paragraph 2, the following number of living units may be permitted in 1 structure; on 1 lot - 2 units; 2 contiguous lots in Sections 1-35, 37 and 39, 6 units; 2 contiguous lots in Sections 57-63, 4 units. Notwithstanding the terms of Paragraph 2, no structures may be built without the approval of the Architectural Committee, as set forth in Paragraph 3 of these Restrictive Covenants and Easements.

(4) Subparagraph (a) of Paragraph 3, ARCHITECTURAL CONTROL, is hereby restated or amended as follows:

(a) No structure of any kind shall be erected, altered, placed or permitted to remain, nor shall any construction commence, on any lot, unless the design, construction specifications and a plan showing the location of the structure have been approved in writing by an Architectural Committee as to quality of design, materials and harmony with existing structures. In the event that there is no Committee in existence with authority to act as stipulated herein, or in the event that such Committee or its designated representatives fails or fail to approve or disapprove any design, location, the kinds of material to be used in a building or any other function required by these covenants to be performed by it, within forty-five (45) days after receipt of a written request to do so, then such approval of the Committee or its designated representative shall not be required. In no event will the Committee's approval be unreasonably withheld. The Architectural Committee shall have the power to promulgate rules and regulations and shall have the power to grant variances to any rule, regulation or restrictive covenant set forth herein.

(5) Subparagraph (c) of Paragraph 3, ARCHITECTURAL CONTROL, is hereby restated or amended as follows:

(c) Community Benefit Program - After a purchaser's deed is recorded, a monthly fee of Ten (\$10.00) Dollars for each lot or dwelling unit constructed thereon (subject to adjustment in relation to costs) may be assessed by the Company or its successors or assigns for a Community Benefit Program. The program shall be within the Company's sole discretion. The funds collected may be used to cover the costs (1) for the maintenance, expansion, or creation of facilities (such as recreational parks or tennis courts), improvements (such as utility, drainage, rights-of-way, lakes, greenways), amenities (such as golf courses and yacht club), or programs or services of a community nature, (2) to further the environmental and aesthetic principles of Palm Coast, (3) to defray the costs for capital expenditures made by the Company for any facility, improvement or amenity and (4) of maintaining utility lines where no buildings have been constructed or connections made to said lines.

This fee shall constitute a lien against the assessed lots and if unpaid, shall bear interest at a rate of 7-1/2% per year.

(6) Subparagraph (a) of Paragraph 4, LOT AREA AND WIDTH; SET BACK; SIZE OF BUILDING, is hereby restated or amended as follows:

(a) No structure shall be built on a lot having an area less than 7,500 square feet, except as to those lots which abut a waterway having direct access to the Intracoastal Waterway, there shall be no structure built on a lot having an area less than 7,000 square feet.

(7) Subparagraph (c)(1) of Paragraph 4, LOT AREA AND WIDTH; SET BACK; SIZE OF BUILDING, is hereby restated or amended as follows:

(c)(1) For all residential lots having frontage on a street, no part of any structure, except as otherwise provided herein, shall be located nearer than: 15 feet to the front lot line; 25 feet to the side of a corner lot, and 7-1/2 feet to the side lot line, except that the roof line overhang of the primary residential structure may be constructed or extended to within 5 feet of the side lot line.

(8) Subparagraph (d) of Paragraph 4, LOT AREA AND WIDTH; SET BACK; SIZE OF BUILDING, is hereby restated or amended as follows:

(d) Swimming pools and sun decks, which may only be constructed if approved by the Architectural Committee, shall not be constructed closer than 10 feet from the rear and side lot lines. Pools constructed in the side yards, if approved by the Architectural Committee, shall be effectively shielded. No swimming pool shall be filled with water unless a safety barrier approved by the Architectural Committee and appropriate governmental agency having jurisdiction, is erected. Such safety barrier shall take the form of a screened-in patio or non-climbable fence, or other such structure as may be approved by the Architectural

Committed. The safety barrier shall be constructed so as not to have openings, holes, or gaps larger than 4 inches in any dimension, except for doors and gates. The maximum height of the safety barrier shall be 6 feet, and the minimum height of such barrier shall not be less than 4 feet. The safety barrier shall be erected either around the swimming pool or around the lot on which the swimming pool is constructed, provided the minimum setbacks as required in these Restrictive Covenants and Easements are met. In either event, the safety barrier shall enclose the area entirely, prohibiting unrestrained admittance to the enclosed area. No safety barrier shall be required on any frontage abutting a canal or ribbon lake. Gates shall be equipped with a positive lock, so that they shall automatically be in a closed and fastened position at all times, and said lock will be at a minimum of 3 feet above the base of the enclosure.

(9) Subparagraph (f) of Paragraph 4, LOT AREA AND WIDTH; SET BACK; SIZE OF BUILDING; is hereby restated or amended as follows:

(f) The method of determining the square foot area of proposed buildings and structures or additions and enlargements thereto shall be to multiply the outside horizontal dimensions of the building or structure of each floor level. Garages, carports, roofed-screen porches and the like, shall not be taken into account in calculating the minimum square foot areas as required by this restrictive covenant, or in the case of two or more dwelling units, the square foot area of each unit shall be determined as above, except that in the case of a common wall, the dimensions shall be from the centerline of the common wall.

(10) Subparagraph (b) of Paragraph 6, DRILLING AND MINING, is hereby restated or amended as follows:

(b) In order to minimize the removal of ground and surface water in any appreciable quantities and thereby seek to avoid unnecessary salt water intrusion or diminution or material alteration of the aquifer, the construction and/or use of individual wells by lot owners is prohibited.

(11) Subparagraph (a) of Paragraph 13, PRESERVATION AND PROTECTION OF SHORES AND CHANNELS, is hereby restated or amended as follows:

(a) Control of Shores and Channels

The owner of any land which abuts a waterway within 25 feet from the said waterway shall:

(i) not excavate, dredge, modify, or alter any land grades, land elevations, earth work, shore stabilize or treatment, riprap, sod, planting, bank protection and/or soil cover, nor shall he permit any such act.

(ii) at his expense, maintain in good condition, order and repair, in accordance with such reasonable standards as the Company may establish, all earth works, sod, planting, bank protection, lawn or other soil cover.

(iii) not dump, or place, nor permit to be dumped or placed, any earth, stone or other fill material or any solid material or waste of any kind in any waterway, nor shall he remove, or permit to be removed, from any waterway any sarch, sand or other fill material.

(iv) not damage, destroy, break, tunnel under, tamper with, alter, modify or change in any manner or degree any bulkhead, dead-man anchor, bulkhead cap, riprap or other shore treatment, preservation or installation.

(v) not attach or affix, or moor or dock, nor permit to be attached or affixed, or moored or docked to any bulkhead or bulkhead cap, any cleat, pole, bitt or other device or attachment of any kind without prior written consent of the Architectural Committee.

(12) Subparagraph (b) of Paragraph 15, PRESERVATION AND PROTECTION OF SHORES AND CHANNELS, is hereby restated or amended as follows:

(b) Reservation of Rights

In addition to the restrictions, reservations and provisions herein provided, as between the Company and party or parties who hereafter may acquire title to any lot or property fronting on any waterway, the Company does hereby specifically reserve, and unless otherwise specifically provided in any future deeds or conveyances, the Company shall be understood to reserve, all riparian and property rights requisite and appropriate to enforce the restrictions and declarations herein set forth, except that the Company does not now undertake nor has it undertaken any obligation to maintain any canal or other waterway or to maintain any bulkhead, deadman anchor, bulkhead cap, riprap or other similar related installation.

(13) Subparagraph (c) of Paragraph 15, PRESERVATION AND PROTECTION OF SHORES AND CHANNELS, is hereby restated or amended as follows:

(c) Piers and Related Structures

(i) No dock, mooring, piling, mooring buoy, floating dock, pier, anchored device, or similar or related object or structure of any kind, nature, or description shall be placed or permitted to exist in any waterway, or beyond the property line abutting such a waterway unless the supporting structural members consist of steel, aluminum, concrete (provided same is approved by the Architectural Committee in writing), crossets or equivalently treated timber pile. Wood, provided it has been weatherproofed by crossets or equivalent treatment, may be used for pier docking and for freestanding mooring piles.

(ii) No docks or piers shall extend more than 12 feet into the waterway unless such waterway is 100 feet or more in width, in which case they may extend 16 feet, in both instances as measured at right angles to and from the property line abutting the waterway.

(iii) Unless the Architectural Committee and the owners of the lots immediately adjacent consent in writing, the owner of any lot shall not build a pier, if otherwise permitted hereunder, other than perpendicular to the shore line and positioned so that the center of such pier shall be at the center of the waterfront line of such lot.

(iv) For the purpose of allowing the maximum utilization of the shoreline and navigable waterways for the enjoyment of all owners, and so as not to allow any property owner to infringe upon the use of said shoreline and waterways by any adjoining property owners, the Company hereby reserves the right to examine and approve all plans for piers, docks and bulkheads to be constructed herein. In conjunction therewith, any and all lot owners shall submit said plans in substantial conformity with the above restrictions to the Architectural Committee, and shall construct any dock, pier or bulkhead, only with the prior written approval of said plans by the Architectural Committee.

(14) Subparagraph (d) of Paragraph 15, PRESERVATION AND PROTECTION OF SHORES AND CHANNELS, is hereby restated or amended as follows:

(d) Mooring and Storage of Watercraft

No vessel, including, but not limited to any boat, yacht, ship or other floating conveyance, shall be moored or permitted to be moored overnight beyond any pier line, except as provided herein, or as established by any appropriate public authority, except in authorized mooring basins. A vessel shall not be permitted to anchor, moor or remain overnight in any waterway except with the specific prior written consent of the Company; and in any event, no vessel or other floating object shall be anchored, moored or placed offshore in any of the waterways so as to interfere in any manner with navigation. No watercraft and/or its individual carrier trailer in excess of an aggregate length of 35 feet shall be parked, stored, or garaged on any lot or part thereof.



The utilization of any waterway or anchorage areas shall be at the individual's own risk and the Company shall not be liable for damages or injuries resulting from such use.

(15) Subparagraph (b) of Paragraph 16, COMMUNITY ASSOCIATIONS, is hereby restated or amended as follows:

(b) Every owner of record in fee of a lot within Section 53, Palm Coast, shall become a member of a Community Association, a non-profit corporation, and shall be bound by the Articles of Incorporation, By-laws, and all actions taken by said Community Association. The Community Association shall be organized for the sole benefit of the owners of record and residents within Section 53, Palm Coast, and shall (i) provide for the general maintenance, operation, preservation, and extension of existing and future common areas and improvements within the Section, and (ii) support, both in principle and financially, the activities, services, community improvements and facilities which shall be created for the benefit of, and which shall serve the owners and residents of property within the Section, and (iii) provide fair and just representation of the membership and (iv) exercise such other powers and authority as are expressed within the Community Association's Articles of Incorporation, and as otherwise permitted under the laws of the State of Florida.

(16) Schedule "A" is hereby restated or amended as follows:

SCHEDULE "A"

<u>Palm Coast Subdivision Section</u>	<u>Name</u>	<u>Map Book #</u>	<u>Page</u>	<u>Date of Recording</u>
12	Bella Torre	6	73-60	12-7-70

That all of the other terms and conditions of the Restrictive Covenants and Easements, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the said ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation, has hereunto caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed, attested by its Assistant Secretary this 11th day of October, 1977.

Signed, sealed and delivered in the presence of:

ITT COMMUNITY DEVELOPMENT CORPORATION

Paula [Signature]  
BQ [Signature]

By: [Signature]  
President

Attest: [Signature]  
Assistant Secretary

STATE OF FLORIDA )  
                          ) ss  
COUNTY OF FLAGLER )

I HEREBY CERTIFY that on this 11th day of October, 1977, before me, a person authorized to take acknowledgments of deeds and other instruments, personally appeared [Signature] and Richard Braunstein, President and Assistant Secretary, respectively of ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation, to me known and known by me to be the persons who executed the foregoing instrument as such officers and

they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation and that the said instrument is the free act and deed of said corporation.

WITNESS my signature and official seal at County of Flagler, State of Florida, on the day and year last aforesaid.

*Maria Caldron*  
NOTARY PUBLIC, State of Florida  
at Large

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
BY COMMISSION EXPIRES JAN. 17 1971  
RENOWNED TRUST COMPANY, UNDERWRITERS



SCHEDULE "A"

PALM COAST SUBDIVISION SECTION	NAME	MAP BOOK #	PAGE	DATE OF RECORDING
3	Country Club Cove	6	04-08	08-03-72
7	Florida Park	6	18-27	08-15-70
9	Florida Park	6	36-43	08-08-70
10	Florida Park	6	43-51	08-08-70
11	Belle Terre	6	59-67	11-02-70
12	Belle Terre	6	73-80	12-07-70
13	Belle Terre	7	01-10	02-01-71
14	Country Club Cove	6	34-38	10-05-70
15	Country Club Cove	6	48-72	11-01-70
16	Country Club Cove	6	81-86	12-07-71
17	Belle Terre	7	12-16	04-08-71
18	Wynfield	7	19-24	06-27-71
19	Wynfield	7	25-30	06-27-71
20	Wynfield	7	32-41	06-27-71
21	Wynfield	7	43-49	06-27-71
22	Wynfield	8	03-20	10-04-71
23	Wynfield	8	23-30	11-01-71
24	Pine Grove	8	39-53	11-01-71
25	Pine Grove	9	01-19	01-25-72
26	Pine Grove	9	20-25	01-25-72
27	Wynfield	9	26-30	02-07-72
28	Pine Grove	9	31-46	02-07-72
29	Royal Palms	10	17-29	02-08-72
30	Royal Palms	10	32-42	01-27-72
31	Royal Palms	10	43-53	04-20-72
32	Royal Palms	10	54-65	04-20-72
33	Royal Palms	10	67-77	04-20-72
34	Seminole Woods	11	25-49	05-05-72
35	Belle Terre	11	67-75	07-10-72
36	Lakewood, Palm Coast Park	12	01-29	07-14-72
37	Pine Grove	12	30-31	08-07-72
38	Maplewood, Palm Coast Park	17	25-47	08-19-72
39	Wynfield, Seminole Woods	16	40	08-26-72
40	Wynfield, Seminole Woods	17	13-25	08-26-72
41	Seminole Park, Seminole Woods	16	26-40	08-26-72
42	Seminole Park, Seminole Woods	16	41-45	08-26-72
43	Seminole Park, Seminole Woods	20	01-08	08-27-72
44	Seminole Park, Seminole Woods	17	45-49	08-27-72
45	Maplewood Park, Seminole Woods	20	46-53	08-27-72
46	Maplewood Park, Seminole Woods	20	54-59	08-27-72
47	Maplewood Park, Seminole Woods	20	60-65	08-27-72
48	Maplewood Park, Seminole Woods	20	66-71	08-27-72
49	Maplewood Park, Seminole Woods	20	72-77	08-27-72
50	Maplewood Park, Seminole Woods	20	78-83	08-27-72
51	Maplewood Park, Seminole Woods	20	84-89	08-27-72
52	Maplewood Park, Seminole Woods	20	90-95	08-27-72
53	Maplewood Park, Seminole Woods	20	96-101	08-27-72
54	Maplewood Park, Seminole Woods	20	102-107	08-27-72
55	Maplewood Park, Seminole Woods	20	108-113	08-27-72
56	Maplewood Park, Seminole Woods	20	114-119	08-27-72
57	Maplewood Park, Seminole Woods	20	120-125	08-27-72
58	Maplewood Park, Seminole Woods	20	126-131	08-27-72
59	Maplewood Park, Seminole Woods	20	132-137	08-27-72
60	Maplewood Park, Seminole Woods	20	138-143	08-27-72
61	Maplewood Park, Seminole Woods	20	144-149	08-27-72
62	Maplewood Park, Seminole Woods	20	150-155	08-27-72
63	Maplewood Park, Seminole Woods	20	156-161	08-27-72
64	Maplewood Park, Seminole Woods	20	162-167	08-27-72
65	Maplewood Park, Seminole Woods	20	168-173	08-27-72
66	Maplewood Park, Seminole Woods	20	174-179	08-27-72
67	Maplewood Park, Seminole Woods	20	180-185	08-27-72
68	Maplewood Park, Seminole Woods	20	186-191	08-27-72
69	Maplewood Park, Seminole Woods	20	192-197	08-27-72
70	Maplewood Park, Seminole Woods	20	198-203	08-27-72
71	Maplewood Park, Seminole Woods	20	204-209	08-27-72
72	Maplewood Park, Seminole Woods	20	210-215	08-27-72
73	Maplewood Park, Seminole Woods	20	216-221	08-27-72
74	Maplewood Park, Seminole Woods	20	222-227	08-27-72
75	Maplewood Park, Seminole Woods	20	228-233	08-27-72
76	Maplewood Park, Seminole Woods	20	234-239	08-27-72
77	Maplewood Park, Seminole Woods	20	240-245	08-27-72
78	Maplewood Park, Seminole Woods	20	246-251	08-27-72
79	Maplewood Park, Seminole Woods	20	252-257	08-27-72
80	Maplewood Park, Seminole Woods	20	258-263	08-27-72
81	Maplewood Park, Seminole Woods	20	264-269	08-27-72
82	Maplewood Park, Seminole Woods	20	270-275	08-27-72
83	Maplewood Park, Seminole Woods	20	276-281	08-27-72
84	Maplewood Park, Seminole Woods	20	282-287	08-27-72
85	Maplewood Park, Seminole Woods	20	288-293	08-27-72
86	Maplewood Park, Seminole Woods	20	294-299	08-27-72
87	Maplewood Park, Seminole Woods	20	300-305	08-27-72
88	Maplewood Park, Seminole Woods	20	306-311	08-27-72
89	Maplewood Park, Seminole Woods	20	312-317	08-27-72
90	Maplewood Park, Seminole Woods	20	318-323	08-27-72
91	Maplewood Park, Seminole Woods	20	324-329	08-27-72
92	Maplewood Park, Seminole Woods	20	330-335	08-27-72
93	Maplewood Park, Seminole Woods	20	336-341	08-27-72
94	Maplewood Park, Seminole Woods	20	342-347	08-27-72
95	Maplewood Park, Seminole Woods	20	348-353	08-27-72
96	Maplewood Park, Seminole Woods	20	354-359	08-27-72
97	Maplewood Park, Seminole Woods	20	360-365	08-27-72
98	Maplewood Park, Seminole Woods	20	366-371	08-27-72
99	Maplewood Park, Seminole Woods	20	372-377	08-27-72
100	Maplewood Park, Seminole Woods	20	378-383	08-27-72
101	Maplewood Park, Seminole Woods	20	384-389	08-27-72
102	Maplewood Park, Seminole Woods	20	390-395	08-27-72
103	Maplewood Park, Seminole Woods	20	396-401	08-27-72
104	Maplewood Park, Seminole Woods	20	402-407	08-27-72
105	Maplewood Park, Seminole Woods	20	408-413	08-27-72
106	Maplewood Park, Seminole Woods	20	414-419	08-27-72
107	Maplewood Park, Seminole Woods	20	420-425	08-27-72
108	Maplewood Park, Seminole Woods	20	426-431	08-27-72
109	Maplewood Park, Seminole Woods	20	432-437	08-27-72
110	Maplewood Park, Seminole Woods	20	438-443	08-27-72
111	Maplewood Park, Seminole Woods	20	444-449	08-27-72
112	Maplewood Park, Seminole Woods	20	450-455	08-27-72
113	Maplewood Park, Seminole Woods	20	456-461	08-27-72
114	Maplewood Park, Seminole Woods	20	462-467	08-27-72
115	Maplewood Park, Seminole Woods	20	468-473	08-27-72
116	Maplewood Park, Seminole Woods	20	474-479	08-27-72
117	Maplewood Park, Seminole Woods	20	480-485	08-27-72
118	Maplewood Park, Seminole Woods	20	486-491	08-27-72
119	Maplewood Park, Seminole Woods	20	492-497	08-27-72
120	Maplewood Park, Seminole Woods	20	498-503	08-27-72
121	Maplewood Park, Seminole Woods	20	504-509	08-27-72
122	Maplewood Park, Seminole Woods	20	510-515	08-27-72
123	Maplewood Park, Seminole Woods	20	516-521	08-27-72
124	Maplewood Park, Seminole Woods	20	522-527	08-27-72
125	Maplewood Park, Seminole Woods	20	528-533	08-27-72
126	Maplewood Park, Seminole Woods	20	534-539	08-27-72
127	Maplewood Park, Seminole Woods	20	540-545	08-27-72
128	Maplewood Park, Seminole Woods	20	546-551	08-27-72
129	Maplewood Park, Seminole Woods	20	552-557	08-27-72
130	Maplewood Park, Seminole Woods	20	558-563	08-27-72
131	Maplewood Park, Seminole Woods	20	564-569	08-27-72
132	Maplewood Park, Seminole Woods	20	570-575	08-27-72
133	Maplewood Park, Seminole Woods	20	576-581	08-27-72
134	Maplewood Park, Seminole Woods	20	582-587	08-27-72
135	Maplewood Park, Seminole Woods	20	588-593	08-27-72
136	Maplewood Park, Seminole Woods	20	594-599	08-27-72
137	Maplewood Park, Seminole Woods	20	600-605	08-27-72
138	Maplewood Park, Seminole Woods	20	606-611	08-27-72
139	Maplewood Park, Seminole Woods	20	612-617	08-27-72
140	Maplewood Park, Seminole Woods	20	618-623	08-27-72
141	Maplewood Park, Seminole Woods	20	624-629	08-27-72
142	Maplewood Park, Seminole Woods	20	630-635	08-27-72
143	Maplewood Park, Seminole Woods	20	636-641	08-27-72
144	Maplewood Park, Seminole Woods	20	642-647	08-27-72
145	Maplewood Park, Seminole Woods	20	648-653	08-27-72
146	Maplewood Park, Seminole Woods	20	654-659	08-27-72
147	Maplewood Park, Seminole Woods	20	660-665	08-27-72
148	Maplewood Park, Seminole Woods	20	666-671	08-27-72
149	Maplewood Park, Seminole Woods	20	672-677	08-27-72
150	Maplewood Park, Seminole Woods	20	678-683	08-27-72
151	Maplewood Park, Seminole Woods	20	684-689	08-27-72
152	Maplewood Park, Seminole Woods	20	690-695	08-27-72
153	Maplewood Park, Seminole Woods	20	696-701	08-27-72
154	Maplewood Park, Seminole Woods	20	702-707	08-27-72
155	Maplewood Park, Seminole Woods	20	708-713	08-27-72
156	Maplewood Park, Seminole Woods	20	714-719	08-27-72
157	Maplewood Park, Seminole Woods	20	720-725	08-27-72
158	Maplewood Park, Seminole Woods	20	726-731	08-27-72
159	Maplewood Park, Seminole Woods	20	732-737	08-27-72
160	Maplewood Park, Seminole Woods	20	738-743	08-27-72
161	Maplewood Park, Seminole Woods	20	744-749	08-27-72
162	Maplewood Park, Seminole Woods	20	750-755	08-27-72
163	Maplewood Park, Seminole Woods	20	756-761	08-27-72
164	Maplewood Park, Seminole Woods	20	762-767	08-27-72
165	Maplewood Park, Seminole Woods	20	768-773	08-27-72
166	Maplewood Park, Seminole Woods	20	774-779	08-27-72
167	Maplewood Park, Seminole Woods	20	780-785	08-27-72
168	Maplewood Park, Seminole Woods	20	786-791	08-27-72
169	Maplewood Park, Seminole Woods	20	792-797	08-27-72
170	Maplewood Park, Seminole Woods	20	798-803	08-27-72
171	Maplewood Park, Seminole Woods	20	804-809	08-27-72
172	Maplewood Park, Seminole Woods	20	810-815	08-27-72
173	Maplewood Park, Seminole Woods	20	816-821	08-27-72
174	Maplewood Park, Seminole Woods	20	822-827	08-27-72
175	Maplewood Park, Seminole Woods	20	828-833	08-27-72
176	Maplewood Park, Seminole Woods	20	834-839	08-27-72
177	Maplewood Park, Seminole Woods	20	840-845	08-27-72
178	Maplewood Park, Seminole Woods	20	846-851	08-27-72
179	Maplewood Park, Seminole Woods	20	852-857	08-27-72
180	Maplewood Park, Seminole Woods	20	858-863	08-27-72
181	Maplewood Park, Seminole Woods	20	864-869	08-27-72
182	Maplewood Park, Seminole Woods	20	870-875	08-27-72
183	Maplewood Park, Seminole Woods	20	876-881	08-27-72
184	Maplewood Park, Seminole Woods	20	882-887	08-27-72
185	Maplewood Park, Seminole Woods	20	888-893	08-27-72
186	Maplewood Park, Seminole Woods	20	894-899	08-27-72
187	Maplewood Park, Seminole Woods	20	900-905	08-27-72
188	Maplewood Park, Seminole Woods	20	906-911	08-27-72
189	Maplewood Park, Seminole Woods	20	912-917	08-27-72
190	Maplewood Park, Seminole Woods	20	918-923	08-27-72
191	Maplewood Park, Seminole Woods	20	924-929	08-27-72
192	Maplewood Park, Seminole Woods	20	930-935	08-27-72
193	Maplewood Park, Seminole Woods	20	936-941	08-27-72
194	Maplewood Park, Seminole Woods	20	942-947	08-27-72
195	Maplewood Park, Seminole Woods	20	948-953	08-27-72
196	Maplewood Park, Seminole Woods	20	954-959	08-27-72
197	Maplewood Park, Seminole Woods	20	960-965	08-27-72
198	Maplewood Park, Seminole Woods	20	966-971	08-27-72
199	Maplewood Park, Seminole Woods	20	972-977	08-27-72
200	Maplewood Park, Seminole Woods	20	978-983	08-27-72



SCHEDULE "B"

SECTION	DATE OF RECORDING	OFFICIAL RECORDS BOOK	PAGES
3	June 29, 1971	36	573-582
7	June 29, 1971	36	613-622
9	June 29, 1971	36	633-642
10	June 29, 1971	36	663-672
11	June 29, 1971	36	683-692
12	June 29, 1971	36	713-722
13	June 29, 1971	36	733-742
14	June 29, 1971	36	763-772
15	June 29, 1971	36	783-792
16	June 29, 1971	37	1-10
17	June 29, 1971	37	11-20
18	June 7, 1971	36	231-240
19	June 7, 1971	36	261-270
20	September 29, 1971	37	304-313
21	September 29, 1971	37	344-353
22	October 26, 1971	38	371-380
23	November 15, 1971	38	401-410
24	November 15, 1971	38	430-439
25	January 19, 1972	39	450-459
26	January 19, 1972	39	480-489
27	February 17, 1972	40	510-519
28	March 15, 1972	40	540-549
29	Mar. 15, 1972	40	570-579
30	April 15, 1972	40	601-610
31	April 22, 1972	40	630-639
32	April 28, 1972	40	660-669
33	April 30, 1972	40	690-699
34	March 3, 1972	40	720-729
35	March 7, 1972	40	750-759
36	March 2, 1972	40	780-789
37	March 2, 1972	40	810-819
38	March 2, 1972	40	840-849
39	November 12, 1974	63	118-128
40	June 15, 1973	46	602-611
41	June 15, 1973	46	632-641
42	June 15, 1973	46	662-671
43	June 15, 1973	46	692-701
44	June 15, 1973	46	732-741
45	June 15, 1973	46	772-781
46	June 15, 1973	46	812-821
47	June 15, 1973	46	852-861

As recorded in O.R. Book 81, Pages 118-861 of the  
 Public Records of Flagler County, Florida.

FLAGLER COUNTY, FLORIDA

Notary Public

AMENDMENT TO  
RESTRICTIVE COVENANTS AND EASEMENTS

WHEREAS, ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation, hereinafter known as "Company", is the owner of more than fifty (50%) percent of lands in each subdivision section located in Flagler County, Florida, described on the attached Schedule "A"; and,

WHEREAS, the Company originally caused to be filed and recorded in the Official Records of Flagler County, Florida, as described in the attached Schedule "B", Restrictive Covenants and Easements setting forth uniform restrictive covenants and general development requirements, as covenants running with the described land, affecting each and every lot located in said recorded plats; and

WHEREAS, said Restrictive Covenants and Easements provide for and specifically reserve the right to the Company to amend said Restrictive Covenants and Easements so long it is the owner of more than fifty (50%) percent of the property described therein;

NOW, THEREFORE, the Company declares that all provisions of the described recorded Restrictive Covenants and Easements, except that those portions of the provisions of Subparagraph (a) of Paragraph 2 of each recorded Restrictive Covenants and Easements which delineate lots which can be developed with multi-unit structures, are hereby restated or amended as follows:

- I. Sections 3, 7,  
9 - 35, 37, 39,  
53, 57 - 65

PALM COAST  
RESTRICTIVE COVENANTS AND EASEMENTS

DECLARATION made this 30<sup>th</sup> day of September, 1976, by ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation, hereinafter called by "Company".

WHEREAS, it is the Company's intention that the lands herein described be made subject to certain uniform covenants, restrictions and easements upon the use of each and every residential lot located therein, and that any prior covenants, restrictions and easements heretofore made by the Company are hereby restated or amended as follows:

NOW, THEREFORE, the Company declares that the aforesaid lands are held and shall be conveyed by it subject to:

(a) The following covenants and restrictions shall run with the land for thirty (30) years from the date hereof, and all grantees, by accepting the deed to any land affected by these Restrictive Covenants and Easements, accept the same subject to such covenants and restrictions and agrees for himself, and his successors in interest to be bound by each and every covenant and restriction, jointly and severally. After said thirty (30) year period, the covenants and restrictions shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by the then record owners of a majority of all the lots shown on the aforesaid map, agreeing to change such covenants and restrictions, in whole or in part, shall have been recorded.

(b) The easements referred to in Paragraph 12 hereof shall be perpetual in duration.

THE FOLLOWING COVENANTS, RESTRICTIONS AND EASEMENTS SHALL APPLY TO THE LOTS SHOWN ON THE AFORESAID PLATS. THE COVENANTS, RESTRICTIONS AND EASEMENTS SHALL NOT APPLY TO THOSE PARCELS MARKED "RESERVED" ON THE PLATS, EXCEPT THAT THE EASEMENT PROVISIONS OF PARAGRAPH 12 HEREOF SHALL APPLY TO THOSE PARCELS SO MARKED "RESERVED".

#### 1. USES AND STRUCTURES

(a) No lot shall be used except for residential purposes. Furthermore, no unit of a multi-unit structure may be used for purposes other than residential without the express written consent of the Architectural Committee. Except as provided in Paragraph 2 hereof, no structure shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, not exceeding two stories in height, and a private attached or detached garage or carport for not more than 2 cars.

(b) All exterior portions of any structure on a lot shall be maintained in a condition that will not detract from the good appearance of the Palm Coast community.

(c) Except as provided in Paragraph 2 hereof, no structure or any part thereof shall be used for any purpose except as a private dwelling for one family use. A professional office of a physician, dentist, chiropractor, chiropractist, optometrist, attorney, accountant, architect or engineer may be maintained within the dwelling unit, provided said office use is incidental and secondary to the residential use of the private dwelling. No commercial business of any kind or noxious or offensive activity shall be carried on upon any lot, within or without the dwelling; nor shall anything be done thereof which may be or become an annoyance or nuisance to the neighborhood.

(d) No motor vehicle, other than private passenger-type, shall be parked on any lot or carport located on any lot. This prohibition shall be extended to the parking of any trailers, campers, motor homes or similar recreational vehicles on any lot or part thereof. No detached garage or detached carport on any lot shall project beyond the front of the structure thereon.

(e) Except for a reasonable period during the actual construction of a residence, no trailer, tent, shack or other such temporary structure shall be erected on or used on any lot, except with the express written permission of the Architectural Committee; in no event shall such structure be used as living quarters.

(f) No outdoor clothes drying shall be permitted except in the rear yard of the lot. All clothes drying shall be shielded from view through the use of shrubbery. In accordance with Subparagraph (a) of Paragraph 8, any hedge erected or maintained in excess of five feet in height must have the prior written approval of the Architectural Committee.

## 2. MULTI-UNIT STRUCTURES

(b) On those lots designated in Subparagraph (a) of Paragraph 2, the following number of living units may be permitted in 1 structure: on 1 lot - 2 units; 2 contiguous lots in Sections 1 - 25, 37 and 39, 6 units; 2 contiguous lots in Sections 57-65, 4 units. Notwithstanding the terms of Paragraph 2, no structures may be built without the approval of the Architectural Committee, as set forth in Paragraph 3 of these Restrictive Covenants and Easements.

(c) In the event that multi-unit structures are erected on lot or contiguous lots, designated in Subparagraph (a) of Paragraph 2, 1-1/2 parking spaces shall be provided on the property for each living unit contained therein.

## 3. ARCHITECTURAL CONTROL

(a) No structure of any kind shall be erected, altered, placed or permitted to remain, nor shall any construction commence, on any lot, unless the design, construction specifications and a plan showing the location of the structure has been approved in writing by an Architectural Committee as to quality of design, materials and harmony with existing structures. In the event that there is no Committee in existence with authority to act as stipulated herein, or in the event that such Committee or its designated representatives fails or fail to approve or disapprove any design, location, the kinds of material to be used in a building or any other function required by these covenants to be performed by it, within forty-five (45) days after receipt of a written request to do so, then such approval of the Committee or its designated representative shall not be required. In no event will the Committee's approval be unreasonably withheld. The Architectural Committee shall have the power to promulgate rules and regulations and shall have the power to grant variances to any rule, regulation or restrictive covenant set forth herein.

(b) All building exteriors shall be completed within six (6) months from commencement of construction.

(c) Maintenance - After lot owner's deed is recorded, a monthly fee of TEN (\$10.00) DOLLARS (subject to adjustment in relation to

REC. 001 PALM 0003

actual costs) may be assessed by the Company, its successors or assigns, for a Palm Coast community-wide maintenance program for facilities and services, or to further the environmental and aesthetic principles of Palm Coast. The extent of said program, if implemented, and the amounts expended shall be within the sole discretion of the Company. This fee shall constitute a lien against the assessed lots, and if unpaid, may be enforced by any legal remedies available to the Company, its successors or assigns. If this lien is allowed to remain unsatisfied for more than thirty (30) days, it shall bear annual interest hereafter at 9-1/2 percent.

**4. LOT AREA AND WIDTH: SET BACK: SIZE OF BUILDING:**

(a) No structure shall be built on a lot having an area less than 9,000 square feet, except that as to those lots which abut a waterway having direct access to the Intracoastal Waterway, there shall be no structure built on a lot having an area less than 7,000 square feet.

(b) No structure shall be built on a lot having a width of less than 70 feet (at the building line of such structure) except that no structure shall be built on a lot which abuts a waterway having direct access to the Intracoastal Waterway which has a width of less than 55 feet (at the building line of each structure).

(c) (i) For all residential lots having full frontage on a street, no part of any structure, except as otherwise provided herein, shall be located nearer than: 25 feet to the front lot line; 25 feet to the side of a corner lot, except that the roof line overhang of the primary residential structure may be constructed or extended to within 5 feet of the side lot line.

(ii) For all residential lots having an access way to a street, but for which the major portion of the lot is separated from the street by an intervening lot or lots, no part of any structure, except as otherwise provided herein, shall be located nearer than (1) 25 feet from the rear lot line of the intervening lot or lots; (2) 15 feet from its own rear lot line and (3) 15 feet from the lot lines not covered by (1) and (2) above.

(iii) In no event shall any part of any structure, except as otherwise provided herein, be located closer than 25 feet from any road right-of-way line; front lot line shall mean that property line facing the front of any structure.

(d) Swimming pools and sun decks, which may only be constructed in the rear and side yards, shall not be constructed closer than 10 feet from the rear and side lot lines. Pools constructed in the side yards, if approved by the Architectural Committee, shall be effectively shielded. No swimming pool shall be filled with water unless a safety barrier approved by the Architectural Committee and appropriate governmental agency having jurisdiction, is erected. Such safety barrier shall take the form of a screened-in patio or non-climbable

fence, or other such structure as may be approved by the Architectural Committee. The safety barrier shall be constructed so as not to have openings, holes, or gaps larger than 4 inches in any dimension, except for doors and gates. The maximum height of the safety barrier shall be 6 feet, and the minimum height of such barrier shall not be less than 4 feet. The safety barrier shall be erected either around the swimming pool or around the lot on which the swimming pool is constructed, provided the minimum setbacks as required in these Restrictive Covenants and Easements are met. In either event, the safety barrier shall enclose the area entirely, prohibiting unrestrained admittance to the enclosed area. No safety barrier shall be required on any frontage abutting a canal or ribbon lake. Gates shall be equipped with a positive lock, so that they shall automatically be in a closed and fastened position at all times, and said lock will be at a minimum of 3 feet above the base of the enclosure.

(e) The living area of a building, exclusive of open porches or screened-in patios, garages and carports, shall not be less than 800 square feet, except that where a lot consists of a multi-unit structure, as provided in Paragraph 2 hereof, the minimum living area of each unit shall be 800 square feet.

(f) The method of determining the square foot area of proposed buildings and structures or additions and enlargements thereto shall be to multiply the outside horizontal dimensions of the building or structure of each floor level. Garages, carports, roofed-screen porches and the like, shall not be taken into account in calculating the minimum square foot areas as required by this restrictive covenant, or in the case of two or more dwelling units, the square foot area of each unit shall be determined as above, except that in the case of a common wall, the dimensions shall be the centerline of the common wall.

#### 5. ANTENNAE AND TOWERS

A radio, television or similar tower may be erected on any lot or attached to any building provided it (a) does not project more than 10 feet above the highest point of the roof and (b) is connected to the building solely by a single tubular support.

#### 6. DRILLING AND MINING

(a) No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

(b) In order to minimize the removal of ground and surface water in any appreciable quantities and thereby seek to avoid unnecessary salt water intrusion or diminution or material alteration of the aquifer, the construction and/or use of individual wells by lot owners is prohibited.

## 7. ANIMALS

No more than 2 dogs, cats or other domesticated pets may be kept on any lot, provided that they are not kept, bred or maintained for any commercial purpose. With the exception set forth in this Paragraph, no other animals, livestock or poultry may be raised, bred or kept on any lot.

## 8. FENCES AND HEDGES, FERTILIZERS

(a) No fence or wall shall be erected or maintained on any lot within 25 feet of the front lot line. No hedge over 3 feet in height shall be permitted along the front lot line. Except for the swimming pool safety barriers described in Section 4(b), no fence or hedge shall be erected or maintained which shall exceed 5 feet in wall height or obstruct sight lines at corners and at intersections or driveways with streets. Any fence, wall or hedge erected or maintained which shall exceed 5 feet in height must have the prior written approval of the Architectural Committee, which shall also approve the material and design of any fence.

(b) In order to reduce the dissolution of nitrogen into the ground and surface waters in amount injurious to the environment, only fertilizers which are capable of releasing nutrients, especially nitrogen, at a controlled rate, such as organic fertilizer, are permissible.

## 9. MECHANICAL EQUIPMENT

Any electrical or mechanical equipment, if otherwise visible from any road, shall be completely shielded therefrom by shrubbery or by an enclosure that conforms in architecture, material and color of the residential structure.

## 10. LOT MAINTENANCE - GARBAGE AND RUBBISH

(a) Upon the completion of the structure on any lot or lots, all the lawn area in the front and side yards of the structure, to the rear of said structure, shall be sodded or seeded to produce a good stand of grass.

(b) No weeds, underbrush or grass over 5 inches in height shall be allowed to grow on any lot, nor shall refuse, garbage or rubbish be dumped or burned or allowed to remain on any lot except that garbage, rubbish or other debris, properly contained in a metal or plastic receptacle, may be placed outside the dwelling for collection on the day of the scheduled collection, in accordance with the regulations of the collection agency. At all other times, all metal or plastic receptacles, as well as tanks or bottled gas tanks, must be underground, placed in a walled-in area, or shielded by shrubbery so that they shall not be visible from the adjoining properties or the road.

11. WATER AND SEWER

(a) In Sections where central water and sewer facilities are available, all buildings, at the owner's expense, shall be connected to said central water and sewer facilities within ninety (90) days after substantial completion of the building. In said Sections, no cesspools, septic tanks or other individual or privately owned sewage disposal system shall be installed or permitted to be used on any lot.

(b) In Sections 28 and 34 through and including 65, each lot owner shall pay connection fees for the central water and the central sewer systems in the following manner:

(i) The lot owner shall pay the connection fee applicable to the central water system on the date that the system is connected to the building. The connection fee is estimated to be \$60.00, as of the date that this instrument has been initially recorded. Since the foregoing amount reflects construction, installation and material costs prevailing on the date hereof, they are subject to adjustment in relation to actual costs.

(ii) If contiguous lots are used for a multi-unit structure as provided in Paragraph 2 hereof, then the connection fee with respect to the central water is estimated to be \$60.00 for connection to the central water system for each residential unit. The said connection fee in the case of multi-unit structures shall be paid in the same manner as hereinabove stated.

(iii) For the construction and installation of central sewer facilities to service all the homesites, all Purchasers of a homesite in each Section are required to pay, commencing two (2) years after execution by the Purchaser of the Homesite Purchase Agreement, equal monthly installments that will be placed into an interest-bearing escrow account until the presently estimated costs of construction of \$850.00 per lot, or \$850.00 for each unit in areas where multi-unit structures are permitted, is paid. The account will be administered by an escrow agent to be used solely for the construction and installation of said sewer facilities. When the sewer line has been connected to the building or the Company conveys title to the lot, whichever is earlier, Purchaser will be required to pay the actual cost of construction and installation, over and above his balance in the escrow account of his deposits plus interest credited to the escrow account, the payment of which shall be a condition precedent to the conveyance of title and delivery of deed to said Purchaser.

(c) In other Sections, the lot owner shall pay water and sewer connection fees as follows:

(i) The lot owner shall pay the connection fee applicable to the central water system on the date that the system is connected to the building. The connection fee is estimated to be



\$60.00, as of the date that this instrument has been initially recorded. Since the foregoing amount reflects construction, installation and material costs prevailing on the date hereof, they are subject to adjustment in relation to actual costs.

(ii) If contiguous lots are used for a multi-unit structure as provided in Paragraph 2 hereof, then the connection fee with respect to the central water is estimated to be \$60.00 for connection to the central water system for each residential unit. The said connection fee in the case of multi-unit structures shall be paid in the same manner as hereinabove stated.

(iii) When and if a central sewer system becomes available to a lot in said other Sections, the lot owner shall pay the fee attributable to the connection of the central sewer system on the date that the said central sewer system is made available to his lot whether or not a connection is actually made at that time to the central system, or at the time the Company conveys title to the lot, whichever date occurs earlier. The fee for connection to the central sewer system is estimated to be \$850.00, as of the date this instrument has been initially recorded.

(iv) If contiguous lots are used for a multi-unit structure as provided in Paragraph 2 hereof, then the connection fees with respect to the central water and sewer systems are estimated to be \$60.00 and \$850.00 for connection to the central water and sewer systems, respectively, for each residential unit. The said connection fees, in the case of multi-unit structures shall be paid in the same manner as hereinabove stated.

(d) Since the foregoing amounts reflect construction, installation and materials cost prevailing on the date hereof, they are subject always to future adjustments, at any time and from time to time, to reflect actual costs.

(e) It is expressly understood and agreed that the fees described in Subparagraph (b) and Subparagraph (c) of Paragraph 11, together with interest at the annual rate of 7-1/2 percent on any balance then due and owing, and all charges for water and sewer service at rates as may be from time to time established, shall be and constitute liens and encumbrances on the land affected thereby and any improvement thereon, and that by the acceptance of title to any of the land with respect to which these covenants and restrictions are imposed, the owner or owners thereof shall be deemed to have agreed to the imposition of such liens and encumbrances. It is further expressly understood and agreed that such fees will become a lien or encumbrance on the date on which the respective fees are due, as hereinabove provided. Charges for water and sewer service will become a lien or encumbrance upon the rendering of bills or statements for the same. Said liens may be enforced in the manner provided by law or on behalf of the Company or any other person, firm or corporation to whom such fees or charges are due. The full

payment of the fees and charges, relating to the central sewer system, as prescribed in Subparagraph (b) and Subparagraph (c) of Paragraph 11 shall be a condition precedent to the conveyance of title and delivery of deed.

## 12. EASEMENTS

(a) Perpetual easements for installation, construction, reconstruction, maintenance, operation and inspection of all utilities, drainage, waterway, or recreational facilities, for the benefit of the adjoining land owners, the Company or any authority, commission, municipality or other agency are reserved as shown on the plats described herein. Additionally, easements are hereby reserved to the Company for the installation, construction, reconstruction, maintenance, operation and inspection of any and all utilities, cable television, cablevision, sidewalks, drainage, or waterways, which easements shall be confined to a 5-foot width along the interior boundaries of the rear lot line, side lot lines and front lot line of every lot. Also, easements in general in and over each lot for the installation of electric, gas and telephone facilities are reserved.

(b) No structure shall be erected nor any paving laid nor filling or excavation done within the easement areas occupied by or reserved for such facilities. No action shall be taken that would restrict or obstruct the use of said easements.

(c) The Company, its successors and assigns, shall at all times have the right to ingress and the right of way over each lot and the aforesaid easements for the purposes described in Subparagraph (a) of Paragraph 12.

## 13. SIGNS AND EXTERIOR LIGHTING

(a) No billboards, signboards or advertising devices shall be maintained on any lot except with the prior written approval of the Architectural Committee. Such approval shall not be required for 1 non-illuminated sign of not more than 5 square feet advertising the property for sale or rent, or signs used for the builder advertising the property during construction and sales period or a professional sign of not more than 1-1/2 square feet. A professional sign shall not be illuminated except by nonflashing white light emanating from within or on the sign itself, and so shielded that it illuminates the face of the sign only. No exterior lights shall be placed on any structure which, in the opinion of the Architectural Committee, would create a nuisance or annoyance to any adjoining lot or to the neighborhood in general.

(b) No owner of any lot who received title to said lot directly from the Company, shall be permitted to erect or place on said lot a "For Sale" sign, or sign of a similar nature, for a period of 2 years from date of delivery of deed and conveyance of title to said lot.

14. WATERWAYS

As used hereinabove and hereinafter, the term "waterway" shall mean and include all water courses including, but not limited to, streams, rivers, lakes, canals, lagoons, channels, or other bodies of water whether naturally existing, or constructed or excavated, to the extent that such waters and/or shores thereof lie within boundaries of the tract hereinabove described and whether such water courses are navigable or non-navigable.

In order to minimize and prevent pollution of waterways with direct boating access to the Intracoastal Waterway, no watercraft propelled by an internal combustion engine shall be used on any such waterway unless said internal combustion engine is equipped with those pollution control devices recommended and shown to be effective by the Federal Environmental Protection Agency or any other body whose recommendations are sanctioned by the Architectural Committee.

No watercraft propelled by an internal combustion engine shall be used on any waterway which does not have boating access to the Intracoastal Waterway. Designation of these waterways shall be made by the Architectural Committee. Use of such waterway shall be limited to watercraft propelled by means other than internal combustion engines or other pollutant emission engines. An internal combustion engine used on any waterway shall be equipped with appropriate muffling devices to eliminate excess engine noise.

15. PRESERVATION AND PROTECTION OF SHORES AND CHANNELS

(a) CONTROL OF SHORES AND CHANNELS

The owner of any land which abuts a waterway within 25 feet from the said waterway shall:

(i) not excavate, dredge, modify, or alter any land grades, land elevations, earth work, shore stabilizer or treatment, riprap, sod, planting, bank protection and/or soil cover, nor shall he permit any such act.

(ii) at his expense, maintain in good condition, order and repair, in accordance with such reasonable standards as the Company may establish, all earth works, sod, planting, bank protection, lawn or other soil cover.

(iii) not dump, or place, nor permit to be dumped or placed, any earth, stone or other fill material or any solid material or waste of any kind in any waterway, nor shall he remove, nor permit to be removed, from any waterway any earth, sand or other fill material.

(iv) not damage, destroy, break, tunnel under, tamper with, alter, modify or change in any manner or degree any bulkhead, deadman anchor, bulkhead cap, riprap or other shore treatment, preservation or installation.

(v) not attach or affix, or moor or dock, not permit to be attached or affixed, or moored or docked to any bulkhead or bulkhead cap, any cleat, pole, bitt or other device or attachment of any kind without prior written consent of the Architectural Committee.

**(b) RESERVATION OF RIGHTS**

In addition to the restrictions, reservations and provisions herein provided, as between the Company and party or parties who hereafter may acquire title to any lot or property fronting on any waterway, the Company does hereby specifically reserve, and unless otherwise specifically provided in any future deeds or conveyances, the Company shall be understood to reserve, all riparian and property rights requisite and appropriate to enforce the restrictions and declarations herein set forth, except that the Company does not now undertake nor has it undertaken any obligation to maintain any canal or other waterway or to maintain any bulkhead, deadman anchor, bulkhead cap, riprap or other similar related installation.

**(c) PIERS AND RELATED STRUCTURES**

No dock, mooring, piling, mooring buoy, floating dock, pier, anchored device, or similar or related object or structure of any kind, nature, or description shall be placed or permitted to exist in any waterway, or beyond the property line abutting such waterway unless:

(i) the supporting structural members of all piers shall consist only of steel, aluminum, concrete (provided same is approved by the Architectural Committee in writing), creosote or equivalently treated timber pile. Wood, provided it has been weatherproofed by creosote or equivalent treatment, may be used for pier docking and for freestanding mooring piles.

(ii) no docks or piers shall extend more than 12 feet into the waterway unless such waterway is 100 feet or more in width, in which case they may extend 16 feet, in both instances as measured at right angles to and from the property line abutting the waterway.

(iii) unless the Architectural Committee and the owners of the lots immediately adjacent consent in writing, the owner of any lot shall not build a pier, if otherwise permitted hereunder, other than perpendicular to the shore line and positioned so that the center of such pier shall be at the center of the waterfront line of such lot.

(iv) for the purpose of allowing the maximum utilization of the shoreline and navigable waterways for the enjoyment of all owners, and so as not to allow any property owner to infringe upon the use of said shoreline and waterways by any adjoining property owners, the Company hereby reserves the right to examine and approve all plans for piers, docks and bulkheads to be constructed herein. In conjunction therewith, any and all lot owners shall submit said plans in substantial conformity with the above restrictions to the Architectural Committee, and shall construct any dock, pier or bulkhead, only with the prior written approval of said plans by the Architectural Committee.

(d) MOORING AND STORAGE WATERCRAFT

No vessel, including, but not limited to any boat, yacht, ship or other floating conveyance, shall be moored or permitted to be moored overnight beyond any pier line, except as provided herein, or as established by any appropriate public authority, except in authorized mooring basins. A vessel shall not be permitted to anchor, moor or stand overnight in any waterway except with the specific prior written consent of the Company; and in any event, no vessel or other floating object shall be anchored, moored or placed offshore in any of the waterways so as to interfere in any manner with navigation. No watercraft and/or its individual carrier trailer in excess of an aggregate length of 25 feet shall be parked, stored, or garaged on any lot or part thereof.

The utilization of any waterway or anchorage areas shall be at the individual's own risk and the Company shall not be liable for damages or injuries resulting from such use.

(e) AVOIDANCE OF NUISANCES AND COMPLIANCE WITH LAW

Refuse, trash or waste materials, including, but not limited to petroleum products of wastes, leaves and sewage, shall not be dumped, thrown, ejected or otherwise deposited into or near any waterway. All Federal, State and local laws, statutes and regulations relating to the use of navigable or tidal waters shall be complied with at all times.

16. COMMUNITY ASSOCIATIONS

(a) Every record owner of a fee simple undivided interest in any lot in Sections 34 and 37, Palm Coast, shall automatically be a member of a Community Association, a non-profit corporation and shall be bound by the Articles of Incorporation, By-laws, and all actions taken by said Community Association. The Community Association shall be organized (i) for the purpose of maintaining and preserving the golf course and appurtenant facilities by means of general and special assessments levied by the association against land within the appropriate subdivision sections, and (ii) to adopt and enforce rules and regulations for the use of said golf course and appurtenant facilities, and (iii) to establish a schedule of use fees and admission charges for such facilities and (iv) exercise such other powers and authority as are expressed within the Community Association's Articles of Incorporation, and as otherwise permitted under the laws of the State of Florida.

(b) Every owner of record in fee, of a lot within Section 53, Palm Coast, shall become a member of a Community Association, a non-profit corporation, and shall be bound by the Articles of Incorporation, By-laws, and all actions taken by said Community Association. The Community Association shall be organized for the sole benefit of the owners of record and residents within Section 53, Palm Coast, and shall (i) provide for the general maintenance, operation, preservation, and extension of existing and future common areas and improvements within the Section,

and (ii) support, both in principal and financially, the activities, services, community improvements and facilities which shall be created for the benefit of, and which shall serve the owners and residents of property within the Section, and (iii) provide fair and just representation of the membership and (iv) exercise such other powers and authority as are expressed within the Community Association's Articles of Incorporation, and as otherwise permitted under the laws of the State of Florida.

17. VIOLATIONS AND ENFORCEMENT

(a) A violation of any restriction set forth herein, in Sections 34, 37 or 53, Palm Coast, shall be promptly remedied by the Community Association. A violation of any restriction set forth herein, in any other Section of Palm Coast, may be remedied by the Company. The Community Association or Company may enter upon a lot and remedy any violation of the restrictions set forth herein, and such entry shall not be deemed a trespass. A lien against the property of the violator shall arise in favor of the Community Association or Company in the full amount of all expenses including all attorneys' fees and other costs necessary to remedy any such violation or enforce these restrictions or covenants. If such lien is allowed to remain unsatisfied for more than thirty (30) days, it shall bear annual interest thereafter at 9-1/2 percent.

(b) Enforcement of these restrictive covenants, in accordance with Subparagraph (a) of Paragraph 17, shall be by proceedings at law or in equity brought by the Company, its successors and assigns, by the Community Association, or by the owner of any lot, against any person or persons violating or attempting to violate any covenant or restriction, to enjoin such violations or attempted violations, or to recover damages or both.

(c) The failure of the Company, its successors or assigns, the Community Association or the owner of any lot to enforce any covenant or restriction herein or to remedy any violation thereof, at any time, or from time to time, shall not constitute a waiver by the Company, its successors or assigns, the Community Association or the owner of any lot to enforce said covenant or restriction or other provisions of these restrictive covenants.

(d) Should proceedings be commenced to enforce any covenant or restriction as provided in Subparagraph (b) of Paragraph 17, the Company, its successors or assigns, the Community Association, or the owner of any lot commencing said proceedings shall be reimbursed by the violator for attorneys' fees and all costs related thereto.

(e) Should the Community Association fail to perform its obligations in accordance with the terms set forth in Subparagraph (a) of Paragraph 17, the Company shall have the right, but not the obligation to perform the enforcement function, in which event, the Company shall have the option to succeed to the Community Association's rights and benefits set forth herein, and the Community Association shall bear the cost thereof, which costs shall be payable on demand.

18. SEVERABILITY

Invalidation of any of the aforesaid covenants and restrictions or any portion thereof, by judgment or court order shall in no way affect any of the other covenants and restrictions which shall remain in full force and effect.

19. AMENDMENT

The Company reserves the right to amend this Declaration of Restrictive Covenants and Easements, at any time, so long as it is the owner in fee of more than fifty (50%) percent of the property in the Section affected thereby.

That all of the other terms and conditions of the Restrictive Covenants and Easements, as amended, shall remain in full force and effect.

IN WITNESS WHEREOF, the said ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation, has hereunto caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed, attested by its Assistant Secretary this day of 1976.

Signed, sealed and delivered in the presence of:

M. Calderone

Paul B. Devine

ITT COMMUNITY DEVELOPMENT CORPORATION

By: Acordm  
President

Attest: Jesse J. ...  
Assistant Secretary

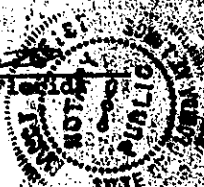
(Corporate Seal)

STATE OF FLORIDA )  
                          ) SS  
COUNTY OF DADE )

I HEREBY CERTIFY that on this 30th day of September, 1976, before me, a person authorized to take acknowledgements of deeds and other instruments, personally appeared Alan Smolen and Jesse T. Sydnor, President and Assistant Secretary, respectively of ITI COMMUNITY DEVELOPMENT CORPORATION, A Delaware corporation, to me known and known by me to be the persons who executed the foregoing instrument as such officers and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation and that the said instrument is the free act and deed of said corporation.

WITNESS my signature and official seal at Miami, County of Dade, and State of Florida, on the day and year last aforesaid.

NOTARY PUBLIC  
MY COMMISSION EXPIRES JAN. 23, 1977  
ISSUED BY MARY BONDING AGENCY

*James H. Smith*  
NOTARY PUBLIC, State of Florida  
at Large  


PURCHASER ACKNOWLEDGEMENT

Purchaser(s); \_\_\_\_\_ and \_\_\_\_\_  
hereby acknowledge receipt of an appropriate copy of the Palm Coast  
Restrictive Covenants and Easements.

WITNESS:

\_\_\_\_\_

Purchaser

Date: \_\_\_\_\_

Purchaser



SCHEDULE "A"

PALM COAST  
SUBDIVISION  
SECTION

NAME

MAP BOOK  
#

PAGE

DATE OF  
RECORDING

SECTION	NAME	MAP BOOK #	PAGE	DATE OF RECORDING
3	County Club Cove	6	04 - 08	06-05-72
7	Florida Park	6	18 - 27	04-16-70
9	Florida Park	6	36 - 42	09-09-70
10	Florida Park	6	43 - 53	09-09-70
11	Belle Terre	6	59 - 67	11-02-70
12	Belle Terre	6	73 - 80	12-00-70
13	Belle Terre	7	01 - 10	02-01-71
14	Country Club Cove	6	54 - 58	10-05-70
15	Country Club Cove	6	68 - 72	11-02-70
16	Country Club Cove	6	81 - 86	12-07-71
17	Belle Terre	7	12 - 16	04-05-71
18	Wynnfield	7	19 - 24	06-07-71
19	Wynnfield	7	25 - 30	06-07-71
20	Wynnfield	7	32 - 42	09-07-71
21	Wynnfield	7	43 - 49	09-07-71
22	Wynnfield	8	03 - 20	10-04-71
23	Wynnfield	8	23 - 38	11-01-71
24	Pine Grove	8	39 - 53	11-01-71
25	Pine Grove	9	01 - 19	01-03-72
26	Pine Grove	9	20 - 35	01-03-72
27	Wynnfield	9	36 - 50	02-07-72
28	Pine Grove	9	51 - 66	02-07-72
29	Royal Palms	10	17 - 29	03-06-72
30	Royal Palms	10	30 - 42	04-03-72
31	Royal Palms	10	43 - 53	04-03-72
32	Royal Palms	10	54 - 66	04-03-72
33	Royal Palms	10	67 - 77	04-03-72
34	Seminole Woods	11	30 - 49	08-07-72
35	Belle Terre	11	02 - 26	07-30-72
37	Lakeview, Palm Coast Park	13	01 - 29	09-14-72
39	Fine Grove	11	50 - 51	08-07-72
53	Jasmine Meadows, Palm Coast Park	17	39 - 47	04-19-73
57	Ulysses Trees, Seminole Woods	16	46	04-02-73
57	Ulysses Trees, Seminole Woods	17	13 - 28	04-02-73
58	Seminole Park, Seminole Woods	19	26 - 40	05-07-73
59	Seminole Park, Seminole Woods	19	41 - 50	05-07-73
60	Seminole Park, Seminole Woods	20	01 - 08	04-19-73
60	Seminole Park, Seminole Woods	17	48 - 55	04-19-73
61	Micanopy Park, Seminole Woods	20	46 - 64	05-17-73
62	Micanopy Park, Seminole Woods	22	01 - 19	06-04-73
63	Zebulah's Trail, Seminole Woods	18	24 - 35	04-19-73
64	Leguna Forest, Seminole Woods	18	36 - 43	04-19-73
65	Kankakee Run	17	56 - 67	04-19-73

SCHEDULE "B"

<u>SECTION</u>	<u>DATE OF RECORDING</u>	<u>OFFICIAL RECORDS BOOK</u>	<u>PAGES</u>
3	June 29, 1971	36	573 - 582
7	June 29, 1971	36	613 - 622
9	June 29, 1971	36	633 - 642
10	June 29, 1971	36	643 - 652
11	June 29, 1971	36	553 - 562
12	June 29, 1971	36	663 - 672
13	June 29, 1971	36	673 - 682
14	June 29, 1971	36	683 - 692
15	June 29, 1971	36	693 - 702
16	June 29, 1971	37	1 - 10
17	June 29, 1971	37	11 - 30
18	June 7, 1971	36	281 - 290
19	June 7, 1971	36	291 - 300
20	September 20, 1971	37	634 - 640
21	September 20, 1971	37	641 - 647
22	October 26, 1971	38	323 - 329
23	November 15, 1971	38	513 - 519
24	November 15, 1971	38	520 - 526
25	January 19, 1972	39	456 - 462
26	January 19, 1972	39	463 - 469
27	February 17, 1972	40	178 - 184
28	November 15, 1971	38	520 - 526
29	March 8, 1972	40	346 - 352
30	April 10, 1972	40	671 - 677
31	April 10, 1972	40	578 - 684
32	April 10, 1972	40	685 - 691
33	April 10, 1972	40	692 - 698
34	March 2, 1973	47	275 - 284
35	March 2, 1973	47	285 - 294
37	March 2, 1973	47	295 - 304
39	March 2, 1973	47	305 - 314
53	November 13, 1974	63	119 - 128
57	June 15, 1973	49	602 - 611
58	June 15, 1973	49	612 - 621
59	June 15, 1973	49	622 - 631
60	June 15, 1973	49	632 - 641
61	June 15, 1973	49	642 - 651
62	June 15, 1973	49	652 - 661
63	June 15, 1973	49	662 - 671
64	June 15, 1973	49	672 - 681
65	June 15, 1973	49	682 - 691

NO. 710/3264  
 FILED AND RECORDED  
 ON BOOK 11 PAGE 50-5  
 76 OCT 1 PM 3 45  
 SHERIFF E. J. BAKER  
 CLERK OF COURT  
 FLAGLER COUNTY, FLA.

AMENDMENT TO  
RESTRICTIVE COVENANTS AND EASEMENTS

WHEREAS, ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation, hereinafter known as "Company", is the owner of certain lands in Flagler County, Florida, subdivided as shown on the recorded plat thereof, recorded in Map Book 11, Pages 2-26, et. seq., of the Public Records of Flagler County, Florida and designated Palm Coast Park, Section 35, Palm Coast; and

WHEREAS, the Company caused to be filed Restrictive Covenants and Easements dated March 1, 1973, setting forth restrictive covenants and general development requirements, as covenants running with the land affecting all of the lands in said Palm Coast Park, Section 35, Palm Coast, which Restrictive Covenants and Easements were filed for record on March 2, 1973 in Official Records Book 47 at Pages 285 through 294, all among the Public Records of Flagler County, Florida; and

WHEREAS, said Restrictive Covenants and Easements provides for and specifically reserves the right to the Company to amend said Restrictive Covenants and Easements so long as it is the owner in fee of more than fifty (50%) per cent of the property described therein;

NOW, THEREFORE, the Company declares that:

1) Article 11, Water and Sewer, of said Restrictive Covenants and Easements is to be amended as follows:

Article 11, Water and Sewer

(a) All buildings shall be connected at the lot owner's expense to central water and sewer facilities within ninety (90) days after substantial completion of the building. No cesspools, septic tanks or other individual or privately owned sewage disposal system shall be installed or permitted to be used on any lot.

In order to minimize the removal of ground and surface water in any appreciable quantities and thereby seek to avoid unnecessary salt water intrusion or diminution of material alteration o

This instrument was prepared by  
Dennis J. Gorman, 28 West Flagler  
Street, Miami, Florida 33130

OFFICIAL RECORDS

BOOK 48 PAGE 229

the aquifer, the construction and/or use of individual wells by homesite owners is prohibited.

(b) Each lot owner shall pay fees for the central water and the central sewer systems in the following manner:

(i) The lot owner shall pay the connection fee applicable to the central water system on the date that the system is connected to the building. The connection fee is estimated to be \$60.00, as of the date that this instrument has been initially recorded. Since the foregoing amount reflects construction, installation and material costs prevailing on the date hereof, they are subject to adjustment in relation to actual costs.

(ii) If contiguous lots are used for a multi-unit structure as provided in paragraph 2 hereof, then the connection fee with respect to the central water is estimated to be \$60.00 for connection to the central water system for each residential unit. The said connection fee in the case of multi-unit structures shall be paid in the same manner as hereinabove stated.

(iii) For the construction and installation of central sewer facilities to service all the homesites in Section 35, all purchasers of a homesite in said Section are required to pay, commencing two (2) years after execution by the Purchaser of the Homesite Purchase Agreement, equal monthly installments that will be placed into an interest bearing escrow account until the presently estimated cost of construction of \$850.00 per lot, or \$850.00 for each unit in areas where multi-unit structures are permitted, is paid. The account will be administered by an escrow agent to be used solely for the construction and installation of said sewer facilities. When the sewer line has been connected to the building or the Company conveys title to the lot, whichever is later, purchaser will be required to pay the actual cost of construction and installation, over and above his balance in the escrow account of his deposits plus interest credited to the escrow account.

(c) It is expressly understood and agreed that the fees described in sub-paragraph (b) of this paragraph together with interest at the annual rate of 7 1/2% on any balance then due and owing, and all charges for water and sewer service at rates as may be, from time to time, established shall be and constitute liens and encumbrances on the land affected thereby and any improvement thereon, and that by the acceptance of title to any of the land with respect to which these covenants and restrictions are imposed the owner or owners thereof shall be deemed to have agreed to the imposition of such liens and encumbrances. It is further expressly understood and agreed that such fees will become a lien or encumbrance on the date on which the respective fees are due, as hereinabove provided. Charges for water and sewer service will become a lien or encumbrance upon the rendering of bills or statements for the same. Said liens may be enforced in the manner provided by law or on behalf of the Company or any other person, firm or corporation to whom such fees or charges are due.

2) That the following language is added to sub-paragraph (c) of Article III of said restrictive covenants and easements: The extent of maintenance and the amount expended for said maintenance shall be within the sole discretion of the company

3) That all of the other terms and conditions of said Restrictive Covenants and Easements shall remain in full force and effect except as affected or amended hereby.

IN WITNESS WHEREOF, the said ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation, has hereunto caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed, attested by its Assistant Secretary this 10th day of April, 1973.

Signed, Sealed and delivered in the presence of:

ITT COMMUNITY DEVELOPMENT CORPORATION

Alan Katz  
Dennis J. Getman

By: James L. Shapiro  
Vice President  
Attest: Dennis J. Getman  
Assistant Secretary

STATE OF FLORIDA  
COUNTY OF DADE

I HEREBY CERTIFY that on this 10th day of April, 1973, before me, a person authorized to take acknowledgements of deeds and other instruments, personally appeared James L. Shapiro and Dennis J. Getman, Vice President and Assistant Secretary, respectively, of ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation, to me known and know by me to be the persons who executed the foregoing instrument as such officers and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation and that the said instrument is the free act and deed of said corporation.

WITNESS my signature and official seal at Miami, County of Dade, and State of Florida, on the day and year last aforesaid.

Sheldon B. Barber  
NOTARY PUBLIC, State of Florida At Large  
Notary Public, State of Florida at Large  
My Commission Expires June 22, 1973

FLAGLER COUNTY, FLORIDA No. 13842  
9:40 M  
This instrument filed and recorded  
11th day of April, 19 73 in book  
218 of Official Records on page 228-230  
Record verified SHELTON B. BARBER,  
CLERK CIRCUIT COURT  
By Budd Walker D.C.

RT PLAT

OFF REC 0540 PAGE 1888

Inst No: 95013450 Date: 09/20/1995  
BYD CROSBY, FLAGLER County  
By: J. Montgomery, D.C. Time: 16:09

PREPARED BY AND RETURN TO:  
J. Howard Sheffield, P.A.  
4209 Baymeadows Road, Suite 4  
Jacksonville, Florida 32217

Rec 10 50

ASSIGNMENT OF DECLARANT'S RIGHTS UNDER  
COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, the undersigned, WALTER OSTHOFF, JR. and BETTY J. OSTHOFF (hereinafter "Assignor"), as "Declarant", has imposed covenants, conditions and restrictions by virtue of Declaration of Covenants, Conditions and Restrictions recorded in Official Records Volume 441, page 1069 (hereinafter "Declaration") on Miramar Estates II, a subdivision platted in Flagler County, Florida, according to plat thereof recorded in Map Book 29, page 21, all as filed in the public records of Flagler County, Florida; and

WHEREAS, TREVETT CONSTRUCTION GROUP, INC., a Florida corporation (hereinafter "Assignee"), is desirous of receiving an assignment of Assignor's rights and obligations under said Declaration; and

WHEREAS, the undersigned is desirous of conveying to Assignee all of its rights in, to and under the above described Declaration subject to certain restrictions as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual benefits to the parties hereto and other good and valuable consideration, Assignor, for itself and its successors and assigns, hereby assigns to Assignee all of the rights, powers, easements, privileges, authorities and reservations given to or reserved by the Declarant in the Declaration including the right to amend the Declaration in accordance with the terms and provisions thereof.

Assignor hereby warrants that Assignor has not previously assigned Declarant's rights, and that Assignor has full power and right to assign all of Declarant's rights to Assignee. Assignor makes no warranties other than as set forth herein.

IN WITNESS WHEREOF, Assignor has executed this assignment this 20th day of August, 1995

Signed, sealed and delivered  
in our presence:

Arthur L. Stevens  
Print Name: Arthur L. Stevens  
AS TO BOTH  
Madeline L. Long  
Print Name: Madeline L. Long  
AS TO BOTH

Walter Osthoff, Jr.  
WALTER OSTHOFF, JR.  
Betty J. Osthoff  
BETTY J. OSTHOFF

STATE OF FLORIDA

COUNTY OF Broward

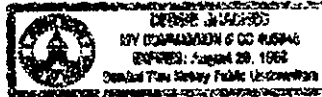
The foregoing instrument was acknowledged this 24<sup>th</sup> day of August, 1995, by Walter Osthoff, Jr. and Betty J. Osthoff, his wife, who are both personally known to me or have produced \_\_\_\_\_ as identification.

*Debbie Shacked*

Print Name: DEBBIE SHACKED

Notary Public

My Commission Expires:



OFFICIAL RECORDS

BOOK 47 PAGE 285

DECLARATION made this 1st day of March, 1973, by ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation, hereinafter called the "Company".

WHEREAS, the Company is the owner of certain lands, in Flagler County, Florida, subdivided as shown on the recorded plat thereof, recorded in Map Book 11, Pages 2-26, et seq., of the Public Records of Flagler County, Florida and designated Palm Coast Park, Section 35, Palm Coast.

WHEREAS, it is the Company's intention that the lands aforesaid be made subject to certain uniform restrictive covenants upon the use of each and every residential lot located therein, and that any prior restrictive covenants heretofore made by the Company are hereby cancelled and set aside and replaced by the restrictive covenants herein declared.

NOW, THEREFORE, the Company declares that the aforesaid lands are held and shall be conveyed by it subject to:

(a) the following covenants and restrictions shall run with the land for thirty (30) years from the date hereof. After said thirty (30) year period, they shall be automatically extended for successive periods of ten (10) years each, unless an instrument, signed by the then owners of a majority of all the lots shown on the aforesaid map, agreeing to change such covenants and restrictions in whole or in part, shall have been recorded.

(b) the easements referred to in Paragraph 12 hereof, which shall be perpetual in duration.

THE FOLLOWING COVENANTS, RESTRICTIONS AND EASEMENTS SHALL APPLY TO THE LOTS SHOWN ON THE AFORESAID PLAT EXCEPT THAT THEY SHALL NOT APPLY TO THOSE PARCELS MARKED RESERVED ON THE RECORDED PLAT.

As to the hereinabove described parcels of land, only the easement provisions of Paragraph 12 hereof shall apply.

USES AND STRUCTURES

(a) No lot shall be used except for residential purposes. Except as provided in paragraph 2 hereof, no structure shall be erected, altered, or permitted to remain on any lot other than one detached single-family dwelling not exceeding two stories in height and a private attached or detached garage or carport for not more than two cars.

(b) Except as provided in paragraph 2 hereof, no structure or any part thereof shall be used for any purpose except as a private dwelling for one family, or as a professional office of a physician, dentist, chiropractor, chiropodist, optometrist, attorney, accountant, architect or engineer; nor shall any business of any kind or noxious or offensive activity be carried on upon any lot, within or without the dwelling; nor shall anything be done thereof which may be or become an annoyance or nuisance to the neighborhood.



OFFICIAL RECORDS

BOOK 47 PAGE 286

(c) No motor vehicle other than a private passenger type shall be garaged or stored in any garage or carport in any lot. This prohibition shall extend to the parking, storing or garaging of any trailers, campers, motor homes or similar vehicles on any lot or part thereof. In the event that a multi-unit building is placed on any contiguous lot or lots as provided in paragraph 2, hereof, then 1 1/2 parking spaces shall be provided on the property's site for each living unit contained therein. No detached garage or detached carport, on any lot, shall project beyond the front of the structure thereon.

(d) Except for a reasonable period during the actual construction of a residence, no trailer, tent, shack or other such structure shall be erected on or used on any lot, except with the express written permission of the Architectural Committee; in no event shall such structure be used as living quarters.

2. MULTI-UNIT STRUCTURES

(a) The following lots shown on the aforesaid plat are hereby designated for multi-unit use:

Section 35

Block 44	Lots 1-23	Block 70	Lots 1-11
Block 45	Lots 1-8	Block 71	Lots 7-12
Block 46	Lots 1-20	Block 72	Lots 1-12
Block 47	Lots 1-31	Block 73	Lots 1-12
Block 50	Lots 1-7	Block 74	Lots 1-12
Block 51	Lots 1-16	Block 75	Lots 1-30
Block 52	Lots 1-25	Block 76	Lots 1-16
Block 57	Lots 1-15	Block 77	Lots 1-9
Block 68	Lots 1-31	Block 78	Lot 1
Block 69	Lots 1-8		

OFFICIAL RECORDS

BOOK 47 PAGE 287

(b) On those lots designated in subparagraph (a) of this paragraph 2, the following number of living units may be permitted in one structure: one lot - 2 units; 2 contiguous lots - 6 units. Notwithstanding the terms of this paragraph 2, no multi-unit structures may be built without the approval of the Architectural Committee, as set forth in paragraph 3 of these restrictive covenants.

(c) In the event that multi-unit structures are erected as herein provided, 1 1/2 parking spaces shall be provided on the property's site, for each living unit contained therein.

3. ARCHITECTURAL CONTROL

(a) No structure shall be erected, altered, placed or permitted to remain nor shall construction commence, on any lot, until the design, construction, specifications and a plan showing the location of the structure have been approved in writing by an Architectural Committee to be designated from time to time by the Board of Directors of the Company as to quality, design and materials, harmony with existing structures, and as to location with respect to topography and finished grade elevation. In the event that there is no Committee in existence with authority to act as stipulated herein or in the event that such Committee or its designated representatives fails or fail to approve or disapprove any design, location, the kinds of material to be used in a building or any other function required by these covenants to be performed by it, with forty-five (45) days after receipt of a written request so to do, then such approval of the Committee or its designated representative shall not be required. In no event will the Committee's approval be unreasonably withheld. The Architectural Committee shall have the power to grant variances to any rule, regulation or restrictive covenant set forth herein upon the showing of good cause.

(b) All building exteriors shall be completed within six (6) months from commencement of construction.

(c) To assist in promoting the maintenance of the community and other purposes in accordance with the environmental and aesthetic principles of Palm Coast, a monthly fee of \$10.00 (subject to adjustment in relation to actual costs) will be assessed after lot owner's deed is recorded. This maintenance fee shall constitute a lien against the assessed lots and, if unpaid, may be enforced by any legal remedies available to the Company, its successors or assigns.

LOT AREA AND WIDTH: SET BACK: SIZE OF BUILDING:

(a) No structure shall be built on a lot having an area less than 10,000 square feet, except that as to those lots which abut a waterway, having direct access to the Intracoastal Waterway, there shall be no structure built on a lot having an area less than 7,000 square feet.

(b) No structure shall be built on a lot having a width of less than 70 feet (at the building line of such structure) except that no structure shall be built on a lot which abuts a waterway having direct access to the Intracoastal Waterway which has a width of less than 55 feet (at the building line of each structure).

(c) (i) For all residential lots having full frontage on a street, no part of any structure shall be located nearer than: 25 feet to the front lot line; 20 feet to the rear lot line; 7 1/2 feet from the side lot line; 25 feet to the side street line of a corner lot, except that lightweight aluminum framed-screened enclosures attached to the primary residential structure may be constructed or extended to within 10 feet of the rear lot line.

(ii) For all residential lots having an access way to a street, but for which the major portion of the lot is separated from the street by an intervening lot or lots; no part of any structure shall be located nearer than: (1) 25 feet from the rear lot line of the intervening lot or lots; (2) 15 feet from its own rear lot line and (3) 15 feet from the lot lines not covered by (1) and (2) above.

(iii) In no event shall any part of any structure be located closer than 25 feet from any road right of way line; front lot line shall mean that property line facing the front of any structure.

OFFICIAL RECORDS

BOOK 47 PAGE 288

(d) Swimming pools and side decking shall not be constructed closer than 10 feet from the rear and side lot lines. Pools constructed in front or side yards, if approved by the Architectural Committee, shall be effectively screened.

(e) The ground floor area of the building, exclusive of one-story open porches or screened in patios, garages and carports, shall not be less than 800 square feet, except that where a lot consists of a multi-unit structure, as provided in paragraph 2 hereof, the minimum combined living area of each unit shall be 800 square feet.

(f) No parking space shall be located closer than 10 feet from any road or street right of way.

5. ANTENNAE AND TOWERS

No radio, television or similar tower shall be erected on any lot or attached to any building except that a radio or television antenna may be attached to any building provided it (a) does not project more than ten feet above the roof and (b) is connected to the roof solely by a single tubular support.

6. DRILLING AND MINING

No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

7. ANIMALS

No animals, livestock or poultry of any kind shall be raised, bred, or kept in any lot, except that not more than two dogs, cats or other domesticated pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose.

8. FENCES AND HEDGES, FERTILIZERS

(a) No fence or wall shall be erected or maintained in the front of any structure beyond the front building setback line. No hedge over three feet in height shall be permitted along the front lot line. No fence or hedge shall be erected or maintained which shall unreasonably restrict or block the view from an adjoining lot, or obstruct sight lines at corners and intersections of driveways with streets, or which shall materially impair the continuity of the general landscaping plan. For this purpose, any fence or hedge erected or maintained which shall exceed three feet in height must have the prior written approval of the Architectural Committee, which shall also approve the material and design of any fence.

(b) In order to reduce the dissolution of nitrogen into the ground and surface waters in amount injurious to the environment, only fertilizers which are capable of releasing nutrients, especially nitrogen, at a controlled rate, such as organic fertilizer, are permissible.

9. MECHANICAL EQUIPMENT

Any electrical or mechanical equipment, if otherwise visible from any street, shall be completely shielded therefrom by shrubbery or by an enclosure that conforms in architecture, material and color of the dwelling.

10. GARBAGE AND RUBBISH

Garbage or rubbish shall not be dumped or burned or allowed to remain on any lot except that garbage, rubbish or other debris, properly contained

## OFFICIAL RECORDS

BOOK 47 PAGE 289

in a metal or plastic receptacle, may be placed outside the dwelling for collection on the day of and prior to the time of scheduled collection, in accordance with the regulations of the collection agency. At all other times, such receptacles shall be placed on the lot so as not to be visible from any road.

## 11. WATER AND SEWER

(a) All buildings shall be connected at the lot owner's expense to central water and sewer facilities within ninety (90) days after such utilities, or either of them have been available. After the connection date aforesaid, no cesspools, septic tanks or other individual or privately owned sewage disposal system shall be installed or permitted to be used on any lot.

In order to minimize the removal of ground and surface water in any appreciable quantities and thereby seek to avoid unnecessary salt water intrusion or diminution of material alteration of the aquifer, the construction and/or use of individual wells by homesite owners is prohibited.

(b) Additionally, each lot owner shall pay connection fees for the central water and the central sewer systems in the following manner:

(i) The lot owner shall pay the connection fee applicable to the central water system on the date that the system is connected to the building. The connection fee is estimated to be \$60.00, as of the date that this instrument has been initially recorded.

(ii) The lot owner shall pay the fee attributable to the connection to the central sewer system within ninety (90) days from the date that the said central sewer system is made available to his lot whether or not a connection is actually made at that time to the central system or at the time the Company conveys title to the lot, whichever date occurs later. The fee for connection to the central sewer system is estimated to be \$600.00, as of the date that this instrument has been recorded. It is estimated that said connection fee will be increased by an additional amount approximating 5% yearly hereafter.

(iii) If contiguous lots are used for a multi-unit structure as provided in paragraph 2 hereof, then the connection fees with respect to the central water and sewer systems are estimated to be \$60.00 and \$600.00 for connection to the central water and sewer systems respectively, for each residential unit. The said connection fees, in the case of multi-unit structures shall be paid in the same manner as hereinabove stated.

(iv) Since the foregoing amount reflect construction, installation and materials costs prevailing on the date hereof, they are subject always to future adjustments, at any time and from time to time, to reflect such costs as they may exist on the date hereinabove set forth.

(c) It is expressly understood and agreed that the connection fees described in sub-paragraph (b) of this paragraph together with interest at the annual rate of 7 1/2% on any balance then due and owing, and all charges for water and sewer service at rates as may be, from time to time, established shall be and constitute liens and encumbrances on the land affected thereby and any improvement thereon, and that by the acceptance of title to any of the land with respect to which these covenants and restrictions are made the owner or owners thereof shall be deemed to have agreed to the imposition of such liens and encumbrances. It is further expressly understood and agreed that such connection fees will become a lien or encumbrance on the date on which the respective connection fees are due, as hereinabove provided. Charges for water and sewer service will become a lien or encumbrance upon the rendering of bills or statements for the same. Said liens may be

... shall be provided by ... on behalf of the Company or any other person, firm or corporation to whom such connection fees or charges are due.

(d) The provisions of sub-paragraph (c) shall not apply to lots with regard to which Purchase Agreements have been executed prior to the recording of these covenants.

## 12. EASEMENTS

(a) Perpetual easements for the installation, construction, reconstruction, maintenance, repairs, operations and inspection of sewer, water, drainage, waterway facilities or equestrian or bridle path easements, for the benefit of the adjoining land owners and/or the Company, authority, commission, municipality or other agency, supplying water, sewer, drainage, and/or waterway facilities and/or equestrian or bridle path easements, are reserved as shown on the aforesaid subdivision plat; also, easements in general in and over each lot for the installation of electric, gas and telephone facilities are reserved. No building or structure shall be erected nor any paving laid nor any filling or excavation done within the easement areas occupied by or reserved for such facilities. No action shall be taken that would restrict or obstruct the use of said easements.

(b) Additionally, easements are hereby reserved to the Company for the construction, installation and maintenance of any and all utilities, inclusive of electricity, gas, cable TV, cable vision, telephone, water, sidewalk, drainage, sewer and waterways. Such easements shall be confined to a five-foot width along the rear and sidelines of every lot and along every street, road or highway abutting any lot.

(c) The Company, its successors and assigns, shall at all times have the right of ingress and egress over the aforesaid easements, and a right-of-way for the purpose of installing, construction, reconstructing, maintaining, repairing, operating and inspecting any such sewer, water, drainage, waterway, electric, gas, telephone, cable TV, cable vision and sidewalk facilities within such easement and over each lot for access to such easement areas, and the facilities located therein, and for installing, operating, maintaining, repairing, inspecting and reading any meters appurtenant to such facilities.

## 13. SIGNS AND EXTERIOR LIGHTING

No billboards, signboards or advertising devices shall be maintained on any lot except with the prior written approval of the Architectural Committee. Such approval shall not be required for one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by the builder advertising the property during construction and sales period or a professional sign of not more than 1 1/2 square feet. A professional sign shall not be illuminated except by non-flashing white light emanating from within or on the sign itself, and so shielded that it illuminates the face of the sign only. No exterior lights shall be placed on any structure which, in the opinion of the Architectural Committee, would create a nuisance or annoyance to any adjoining lot or to the neighborhood in general.

## 14. WATERWAYS

As used hereinabove and hereinafter the term "waterway" shall mean and include all water courses including, but not limited to, streams, rivers, lakes, canals, lagoons, channels, or other bodies of water whether naturally existing, or constructed or excavated, to the extent that such waters and/or shores thereof lie within the boundaries of the tract hereinabove described and whether such water courses are navigable or non-navigable.

In order to minimize and prevent pollution of waterways with direct boating access to the Intercoastal Waterway, no watercraft propelled by an internal combustion engine shall be used on any such waterway unless said internal combustion engine is equipped with those pollution control devices recommended and shown to be effective by the Federal Environmental Protection Agency or any other body whose recommendations are sanctioned by the Architectural Committee.

No watercraft propelled by an internal combustion engine shall be used on any waterway which does not have boating access to the intracoastal waterway. Designation of these waterways shall be made by the Architectural Committee. Use of such waterway shall be limited to watercraft propelled by means other than internal combustion engines or other pollutant emission engines. Any internal combustion engine used on any waterway shall be equipped with appropriate muffling devices to eliminate excess engine noise.

15. PRESERVATION AND PROTECTION OF SHORES AND CHANNELS

(a) Control of Shores and Channels

The owner of any land which abuts a waterway shall within 25 feet of from the said waterway

(i) not excavate, dredge, modify, or alter any land grades, land elevations, earth work, shore stabilizer or treatment, riprap, sod, planting, bank protection and/or soil cover, nor shall he permit any such act.

(ii) at his expense, maintain in good condition, order and repair, in accordance with such reasonable standards as the Company may establish, all earth works, sod, planting, bank protection, lawn or other soil cover.

(iii) not dump, or place, nor permit to be dumped or placed, any earth, stone or other fill material or any solid material or waste of any kind in any waterway, nor shall he remove, nor permit to be removed, from any waterway any earth, sand or other fill material.

(iv) not damage, destroy, break, tunnel under, tamper with, alter, modify or change in any manner or degree any bulkhead, deadman anchor, bulkhead cap, riprap or other shore treatment, preservation or installation.

(v) not attach or affix, or moor or dock, nor permit to be attached or affixed, nor moved or docked to any bulkhead or bulkhead cap any cleat, pole, bitt or other device or attachment of any kind without prior written consent of the Architectural Committee.

(b) Reservation of Rights

In addition to the restrictions, reservations and provisions herein provided, as between the Company and party or parties who hereafter acquire title to any lot or property fronting on any waterway, the Company does hereby specifically reserve, and unless otherwise specifically provided in any future deeds or conveyances, the Company shall be understood to reserve, all riparian and property rights requisite and appropriate to enforce the restrictions and declarations herein set forth, except that the Company does not now undertake nor has it undertaken any obligation to construct any canal or other waterway or to maintain any bulkhead, deadman anchor, bulkhead cap, riprap or other similar related installation.

(c) Piers and Related Structures

No dock, mooring, piling, mooring buoy, floating dock, pier, moored device, or any similar or related object or structure of any kind, nature or description shall be placed or permitted to exist in any waterway, nor beyond the property line abutting such waterway unless:

(i) the supporting structural members of all piers shall consist only of steel, aluminum or concrete or (provided same is approved by the Architectural Committee in writing) creosote and equivalently treated timber pile. Wood, provided it has been weatherproofed by creosote or equivalent treatment, may be used for pier docking and for freestanding mooring piles, but not otherwise, for structures which are subject of this paragraph 15 (c).

(ii) no docks or piers shall extend more than 12 feet into the waterway unless such waterway is 100 feet or more in width, in which case they may extend 16 feet, in both instances as measured at right angles to and from the property line abutting the waterway.

OFFICIAL RECORDS

BOOK 47 PAGE 292

(iii) unless the Architectural Committee and the owners of the lots immediately adjacent consent in writing, the owner of any lot shall not build a pier, if otherwise permitted hereunder, other than perpendicular to the shore line and positioned so that the center line of such pier shall be at the center of the lot.

(iv) for the purpose of allowing the maximum utilization of the shoreline and navigable waterways for the enjoyment of all owners, and so as not to allow any property owner to infringe upon the use of said shoreline and waterways by any adjoining property owners, the Company hereby reserves the right to examine and approve all plans for piers, docks and bulkheads to be constructed herein. In conjunction therewith, any and all lot owners shall submit said plans in substantial conformity with the above restrictions to the Architectural Committee, and shall construct any dock, pier or bulkhead, only with the prior written approval of said plans by the Architectural Committee.

(d) Mooring and Storage Watercraft

No vessel, including, but not limited to any boat, yacht, ship or other floating conveyance, shall be moored or permitted to be moored overnight beyond any pier line, except as provided herein, or as established by any appropriate public authority, except in authorized mooring basins. A vessel shall not be permitted to anchor, moor or stand overnight in any waterway except with the specific prior written consent of the Company; and in any event, no vessel or other floating object shall be anchored, moored or placed offshore in any of the waterways so as to interfere in any manner with navigation. No watercraft and/or its individual carrier trailer in excess of an aggregate length of 25 feet shall be parked, stored or garaged on any lot or part thereof.

The utilization of any waterway or anchorage areas shall be at the individual's own risk and the Company shall not be liable for damages or injuries resulting from such use.

(e) Avoidance of Nuisances and Compliance with Law

Refuse, trash or waste materials, including, but not limited to petroleum products or wastes, leaves and sewage, shall not be dumped, thrown, ejected or otherwise deposited into or near any waterway. All Federal, State and local laws, statutes and regulations relating to the use of navigable or tidal waters shall be complied with at all times.

16. VIOLATIONS AND ENFORCEMENT

(a) Violations of any covenant or restriction may be remedied by the Company, and the reasonable expenses thereof shall be chargeable to the then owner of the lot and be payable upon demand. The foregoing shall be alternative, or in addition, to the enforcement provisions of sub-paragraph 16(b).

OFFICIAL RECORDS

BOOK 47 PAGE 293

(b) Enforcement shall be by proceedings at law or in equity brought by the Company, its successors and assigns, or by the owner of any lot, against any person or persons violating or attempting to violate any covenants to enjoin such violations or attempted violations or to recover damages or both.

(c) The failure of the Company to enforce any covenant or restriction herein or to remedy any violation thereof, at any time, or from time to time, shall not constitute a waiver by the Company of those or other provisions of these restrictive covenants.

17. SEVERABILITY

Invalidation of any of the aforesaid covenants and restrictions by judgment or court order shall in no way affect any of the other covenants which shall remain in full force and effect.

18. AMENDMENT

The Company reserves the right to amend this declaration of restrictive covenants and easements at any time so long as it is the owner in fee of more than fifty (50%) of the property described herein.



OFFICIAL RECORDS

BOOK 47 PAGE 294

IN WITNESS WHEREOF, the said ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware Corporation, has hereunto caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed, attested by its assistant secretary this 15<sup>th</sup> day of March, 1973.

ITT COMMUNITY DEVELOPMENT CORPORATION

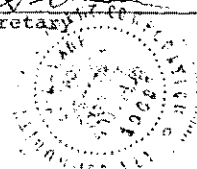
Signed, sealed and delivered in the presence of:

[Signature]

By James T. Shapiro  
Vice President

[Signature]

Attest: [Signature]  
Assistant Secretary



FLAGLER COUNTY, FLORIDA No. 13546  
This instrument filed and recorded  
2nd day of March, 1973 in book  
47 of Official Records on page 285-294  
Record verified SHELTON B. BARBER,  
CLERK CIRCUIT COURT  
By [Signature] D.C.

STATE OF FLORIDA  
COUNTY OF DADE

I HEREBY CERTIFY that on this 15<sup>th</sup> day of March 1973, before me, a person authorized to take acknowledgements of deeds and other instruments, personally appeared James T. Shapiro and Mitchell A. Gordon, Vice President and Assistant Secretary respectively, of ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation, to me known and known by me to be the persons who executed the foregoing instrument as such officers and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation and that the said instrument is the free act and deed of said corporation.

WITNESS my signature and official seal at Miami County of Dade, and State of Florida, on the day and year last aforesaid.

[Signature]  
NOTARY PUBLIC  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES SEPT. 17, 1974  
Bonded This General Insurance Underwriting



294

123.20

REC 0441 PAGE 1069

MARITIME ESTATES II

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Walter Osthoff, Jr. and Betty J. Osthoff, his wife, hereafter referred to as Declarants, do hereby declare and establish the protective covenants and restrictions hereinafter set forth upon the following described lands in Flagler County, Florida, known as Maritime Estates II, said subdivision more particularly described as follows:

A resubdivision of all of Lots 13-17 of the resubdivision of Lots 13-20 and 26 of the DuPont Estates Subdivision according to the plat recorded in Plat Book 1, Page 28, of the Public Records of Flagler County, Florida.

The restrictions will in no way interfere with the normal living of responsible neighbors, but are designed to fully insure the value of the buyers' investment.

These covenants are to run with the land and shall be binding on all parties owning land within the Maritime Estates II Subdivision and all parties claiming under them.

The subject property, in addition to the covenants and restrictions contained herein, is conveyed subject to all present and future rules and regulations of the County of Flagler, State of Florida, if any, relative to zoning and construction.

1. LAND USE: Except as noted below, all of Maritime Estates II Subdivision is hereby restricted to use as single family dwelling lots.

The subject property shall not be subdivided, or conveyed, in tracts of less than the platted lots, and only one family dwelling unit per subdivided lot shall be permitted on those lots restricted to single family residence use. No business, commercial or manufacturing enterprise of any nature shall be operated on any of the lots restricted to residential purposes, nor shall any noxious or offensive activity be carried on upon any of the property; nor shall anything be done which may be or become an annoyance or nuisance to the neighborhood. Except for a reasonable period during actual construction of a residence or structure, no trailer, tent, shack or other structure shall be erected or used upon any of the property and in no event shall such structure be used as living quarters, temporary or permanent.

Lot 49 is restricted to use for utility services and uses related thereto.

2. SQUARE FOOTAGE, SETBACKS, MATERIAL: Minimum house square footage shall be 1,500 square feet of enclosed living area. Construction of houses must be completed within one (1) year from commencement. Setbacks on residential lots shall be twenty-five (25) feet minimum from any street and ten (10) feet

minimum from side property lines. No fencing along any street shall be made of barbed wire, hog wire, chicken wire, or chain link or like materials.

3. EASEMENTS: All easements disclosed on the plat of Maritime Estates II Subdivision, recorded in Map Book 29, at Page 21, of the Public Records of Flagler County, Florida, shall be perpetual in duration and are incorporated herein by reference.

Easements shall be defined as easements for installation, construction, reconstruction, maintenance, repair, operation and inspection of roads, sewer, water, drainage, electric, gas, telephone, cable television or other necessary utilities, unless otherwise described on said plat.

The Declarants, at all times, shall have the right to ingress and egress over the aforesaid easements, as shall the Owners' Association.

No structure, planting or other material shall be placed or permitted to remain which may cause inaccessibility for maintenance or utilities within said easements. No fencing shall be permitted within the easements to be used for road and drainage construction. The landscaping and maintenance of the easement area, however, shall be maintained by the owner of the property.

4. MINING: No drilling or mining operation shall be carried on or permitted upon any lot, with the exception of drilling for water purposes.

5. SIGNS: No commercial signs of any nature, except one professional sign of not more than one (1) square foot, shall be erected or permitted to remain on any lot which is restricted to residential use herein. One sign not to exceed five (5) square feet may be used to advertise the property for sale or rent.

6. NUISANCES: All homes, structures, fences, lawns, etc., shall be maintained in a neat and orderly manner at all times. Unused parking vehicles, refuse piles, debris, trash, scrap metal, or other unsightly objects will not be permitted. All exterior garbage containers shall be screened from view of adjoining property owners and road.

NON-REFUNDABLE CAPITAL CONTRIBUTION: Upon the closing of each lot, the owner thereof shall pay to the association a non-refundable \$100.00 capital contribution charge.

7. TRAILERS: Mobile homes will not be allowed under any conditions. Travel trailers, campers, or motor homes may not be used for permanent living purposes or stored on the property in a conspicuous or visible location.

8. WATER, SEWER, TELEPHONE, ELECTRIC: It shall be the responsibility of each lot owner to make provisions to connect any structure built within the subdivision to the sewer system to be provided by the developer and maintained by the Owner's Association described in Paragraph 9 below. The cost of maintaining the sewer system by the Owner's Association shall be borne by the owners of the property within Maritime Estates II. Telephone and electric service may be obtained individually from Southern Bell Telephone Company and Florida Power and Light

REC 0441 PAGE 1070

Company, respectively. Water may be obtained from Palm Coast Utility Corporation, its successors or assigns.

REC  
044  
PAGE 1071

9. OWNER'S ASSOCIATION: The Declarants have established an Owner's Association known as Maritime II Homeowner's Association, Inc., which is a Florida non-profit corporation. The members of that corporation shall be all persons owning property within Maritime Estates II Subdivision. Ownership of any lot in Maritime Estates II Subdivision shall subject such owners to the rules and regulations of said association as they now exist or as they may be revised from time to time. The purpose of the Association is to provide for enforcement of these covenants and restrictions, the sewage plant, and the property upon which it is located. Sewage lines and all other necessary equipment and materials for the operation of said plant are to be turned over to the management, control and ownership of the sewage plant after final approval thereof by the County Engineer. Said sewage plant, sewage lines and all other equipment necessary to operate said sewage plant shall be forever owned and maintained, in an operating condition, by said Owner's Association. The roads and drainage as shown on the plat filed herewith are private roads and shall forever be maintained by the Owner's Association, at the same standard set by the Flagler County Subdivision Regulations, at the time of their final approval. Said roads, after final inspection and approval, shall immediately become the property and sole responsibility of said Association. It is agreed and understood that the Association shall be a non-profit corporation and shall be responsible for the operating and maintenance of said sewage system serving this subdivision, as well as the maintenance of said road. Said Owner's Association shall be entitled to charge all members a reasonable fee for services provided for said sewage system and road maintenance within said subdivision. All owners of property within the subdivision, by accepting title to property within the subdivision, hereby agree to use no other sewage treatment other than that installed by the Declarants and maintained by the Association. Non-payment of assessments due to the Association for services rendered, maintenance, repair, service or construction of said sewage system, maintenance of said road may subject such owner's property to a lien for non-payment.

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 lot in the Maritime Estates II 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.

10. ASSESSMENTS:

1. Personal Obligation of Assessable.

Declarants hereby covenant for each lot with the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to pay to the Association (a) annual assessments and (b) special assessments for capital improvements.

REC 1044 PAGE 1072

Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs and reasonable attorneys fees shall also be the personal obligation of the person or persons who own the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons, unless expressly assumed by them.

2. Purpose of Annual Assessments.

The annual assessments (which shall be paid on a monthly basis) levied by the Association shall be exclusively to promote the health, safety, welfare and recreation of the residents in the subdivision and for the improvements and maintenance of the common areas within the subdivision. Annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from annual assessments the following:

a. Maintenance and repair of the private street and easements within the subdivision.

b. Sewage charges necessary to maintain and operate the sewage treatment plant operated by the Association, and said sewage charges may, at the option of the Association, be charged on a separate basis to the property owners, said separate basis being related to the consumption of sewage treatment facilities by said property owners and said sewage charges may be charged separate and apart from the annual assessments provided herein.

c. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the operation of the common areas, for the benefit of lot owners, or for the enforcement of these restrictions.

3. Assessment and Collection of Annual Assessments.

The annual assessments provided for herein shall

REC 0441 PAGE 1073

commence as to all property on the first day of the month following the conveyance of the common area to the Association by the Declarants. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot and shall fix the date such amounts become due. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments against a specific lot have been paid.

4. Effect of Non-Payment of Assessments: Remedies of the Association.

Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of eight (8%) percent per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien for such assessment against the property. No owner may waive or otherwise escape liability for the assessment provided for herein for non-use of the common area or abandonment of his lot.

5. Subordination of Assessment Lien to Mortgage.

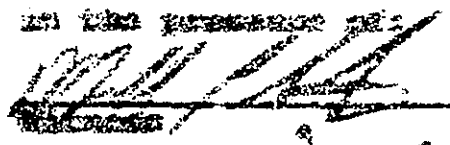
The assessment lien provided for herein shall be subordinated to be the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments which thereafter become due from the lien thereof.


11. ENFORCEMENT. In the event of a violation of these covenants, it shall be lawful for the Declarants, the property Owner's Association, or any person or persons owning a parcel within the land described, to prosecute any proceedings at law or in equity to enforce these covenants or to recover damages for the violation of same, including attorneys fees.

12. SEVERABILITY. If any one or more of these restrictions should be declared invalid in a court of competent jurisdiction, the remaining restrictions not fully expressly held to be invalid shall continue unimpaired and in full force and effect.

13. AMENDMENT. This declaration may be amended by the Declarants as long as the Declarants are the owners of more than fifty (50%) percent of the lots situate in the subdivision. Thereafter, this declaration may be amended by an affirmative vote of sixty (60%) percent of the title owners within the subdivision.

IN WITNESS WHEREOF, Declarants have executed these Declarations of Covenants, Conditions and Restrictions, this 17 day of April, 1990.

SIGNED, SEALED AND DELIVERED  
in the presence of:  
  
Antonette Webb  
Witness

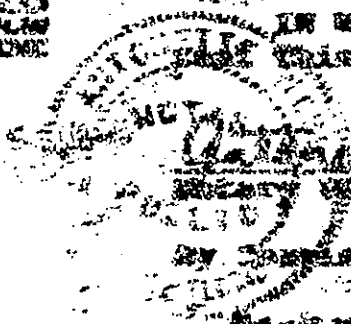
  
Robert J. Webb  
Witness

0441 PAGE 1074

STATE OF FLORIDA  
COUNTY OF FLAGLER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and to take acknowledgments in the State and County aforesaid, personally appeared WALTER OSTHOFF, JR. and BETTY J. OSTHOFF, to me well known and known to me to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 21st day of November, 1990.

 Walter J. Webb  
Notary Public, State of Florida

My Commission Expires: 11, 1995  
Notary Public, State of Florida

THIS INSTRUMENT RELATES TO:  
  
COUNSELLOR & KATZ, P.A.  
4 1/2 Kings Road North  
Dade Court, FL 33137

PLEASE RETURN THIS INSTRUMENT TO:  
  
COUNSELLOR & KATZ, P.A.  
4 1/2 Kings Road North  
Dade Court, FL 33137

State of Florida  
Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of MARITIME & HOME OWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on November 5, 1939, as shown by the records of this office.

The document number of this corporation is 042717.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this 5th day of November, 1939.



*Jim Smith*  
Jim Smith  
Secretary of State

REC-44 MAR 1975



REC-044411078

ARTICLES OF INCORPORATION

OF

SEVINGE II HOME OWNER'S ASSOCIATION

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

FILED  
NOV -5 AM 3 47  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

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

ARTICLE I

NAME

The name of the corporation shall be SEVINGE II HOME OWNER'S 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 Sevinge II Home Owner's Association, Inc. (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

REC 0491 MAR 10 77

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:

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

1.2 The Association shall have the power to administer and enforce the provisions of the Declaration more fully described in Article II above and all of the power 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

Rec 0441 Rec 1078

property, and including the right to own, maintain and repair a residence for the Association manager.

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

(o) To conform 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.

(p) 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.

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

(r) 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.

(s) To exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to

0101001070  
PTE 041070

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 Maritime II Home Owner's Association, Inc.

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 nature 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 Maritime II 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 owners 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 expended, 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 Maritime II Subdivision. Votes may be exercised or cast by the owner or owners of each lot as may be provided by the Declaration of Covenants and Restrictions and the By-Laws hereafter adopted by the Association. During the period of development, the voting rights of the membership may be restricted.

#### ARTICLE V

##### PRINCIPAL OFFICE AND DESIGNATION OF RESIDENT AGENT

The principal office of the Association shall be located at 150 S.E. 5th Avenue, Deerfield Beach, Florida 33441, 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. Chimento, Jr., whose address is 6 Old Kings Road

REC-0441-1080

REC 044 PAGE 1081

North, Palm Coast, Florida 32137. 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

MEMBERSHIP

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 hereafter.

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:

NAME	ADDRESS
WALTER ROBERTS, JR.	188 S.E. 5th Avenue Deerfield Beach, FL 33441
ROBERT J. ROBERTS	180 S.E. 5th Avenue Deerfield Beach, FL 33441
WILLIAM F. SCOTT	1435 Bedford Lane Jacksonville, FL 32207

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 office need be a Director. The same person may hold two offices, the duties of which are not incompatible provided, however that the office of the President and Vice-President shall not be held by the same person, nor shall the President be also

REC 041 PAGE 1082

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:

<b>NAME</b>	<b>TITLE</b>	<b>ADDRESS</b>
<b>WALTER OSWALT, JR.</b>	<b>President</b>	<b>100 S.E. 5th Avenue Deerfield Beach, FL</b>
<b>HARRY J. OSWALT</b>	<b>Secretary/ Treasurer</b>	<b>100 S.E. 5th Avenue Deerfield Beach, FL</b>

**ARTICLE VIII**

**LIABILITY**

Every director and every officer of the Association shall be indemnified by the Association against all expenses 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

REC 0441 PAGE 1089

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 of 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 restricted in the manner provided by the By-Laws.

#### 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 10% 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



REC 0441 PAGE 1084

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 the time and place of the meeting and reciting the proposed amendment or amendments in a 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

REC 0441981085

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 or prior to such meeting.

11.4 No amendment of these Articles shall be made that is in conflict with the Declaration of Covenants and Restrictions of ~~SECTION IX~~ ~~SECTION X~~. 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**

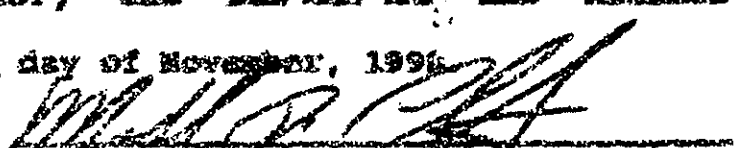
**SUBSCRIBERS**

**WITNES**

Michael D. Chimento

4 Old Kings Road North  
Palm Coast, FL 32137

IN WITNESS WHEREOF, the subscriber has affixed his signature, this 2nd day of November, 1996

  
MICHAEL D. CHIMENTO


REC 0441 PAGE 1086

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 MICHAEL D. CHRISTOPHER, to me personally known to be the persons described as subscribers in and who executed the foregoing Articles of Incorporation, and acknowledged before me that he subscribed to those Articles of Incorporation.

WITNESSES my hand and official seal in the County and State named above this 21st day of December, 1932.

  
Notary Public, State of Florida at  
Large  
BY COMMISSION EXPIRES:  
[Illegible text]

FILED  
NOV 15 1990  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**CERTIFICATE DESIGNATING PLACE OF BUSINESS OR RESIDENCE  
FOR THE SERVICE OF PROCESS WITHIN FLORIDA, MAKING  
AGENT UPON WHOM PROCESS MAY BE SERVED**

REC 0441 1087

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE  
FOLLOWING IS SUBMITTED:

FIRST: THAT MARTINE II FIVE OWNER'S ASSOCIATION, INC.,  
NEEDING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF  
FLORIDA, HIRN ITS PRINCIPAL PLACE OF BUSINESS AT 100 S.W. 22d  
AVENUE, WESTFIELD BEACH, FLORIDA 33441, STATE OF FLORIDA, HAS  
NAMED MICHAEL D. CRIVENTO, ESQUIRE, LOCATED AT 4 OLD KING ROAD  
SOUTH, PALM BEACH, STATE OF FLORIDA, AS ITS REGISTERED AGENT AND  
OFFICER TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

  
MICHAEL D. CRIVENTO, Esquire

DATE: 11/2/90

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE  
ABOVE-CITED CORPORATION, AT THE PLACE DESIGNATED IN THIS  
CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I  
FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES  
RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

  
MICHAEL D. CRIVENTO, ESQUIRE  
REGISTERED AGENT

DATE: 11/2/90

BY-LAWS

OF

SEAVIEW II HOME OWNER'S ASSOCIATION, INC.

(a corporation not for profit)

1. IDENTITY. These are the By-Laws of SEAVIEW II HOME OWNER'S ASSOCIATION, INC., called "Association", a Florida non-profit corporation. The Association has been organized pursuant to Chapter 617, Florida Statutes, to administer the Seaview Beach Estates Restrictive Covenants and Easements to be recorded in the Official Records of Flagler County, Florida.

1.1 The office of the Association shall be 160 S.E. 5th Avenue, Deerfield Beach, Florida 33441.

1.2 The fiscal year of the Association shall be as determined by the Board of Directors.

1.3 The goal of the corporation shall be in the form prescribed by the Board of Directors.

2. MEMBERSHIP, VOTING, CONSENT, PROXIES.

2.1 Membership in the Association, and voting by members shall be as set forth in the Articles of Incorporation, the applicable Declarative of Covenants, Restrictions and Easements.

2.2 A Quorum at members' meetings shall consist of the owners of a majority of the units, and decisions shall be made by the owners of a majority of the units represented at a meeting at which a quorum is present, except where approval by a greater number is required by the Declaration, the Articles of Incorporation, or the By-Laws. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such persons for the purposes of determining a quorum.

2.3 Proxies. Votes may be cast in person or by proxy. Proxies shall be valid only for the particular meeting designated thereon and must be filed with the secretary before the appointed time of the meeting.

3. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP.

3.1 The Special Members' Meeting shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request of one-third of the members.

REC 0441 PAGE 1088

3.2 The Annual Members' Meeting shall be held at the Association office, or such other place designated by the Board of Directors, at 9:00 a.m., local time, on the 2nd day of November in each year for the purpose of electing Directors and transacting any other business authorized to be transacted by the members; provided, however, if that date is a legal holiday, the meeting shall be held at the same hour on the next day that is not a holiday.

3.3 Notice of all members' meetings, including annual meetings, stating a time and place and the object for which the meeting is called shall be given by the President, Vice-President or Secretary unless waived in writing. Such notice shall be in writing and mailed by certified mail to each member at his address as it appears on the books of the Association and shall be mailed not less than fourteen (14) days and more than thirty (30) days prior to the date of the meeting. In addition, such notice shall be posted at a conspicuous place on the subdivision property for at least fourteen (14) days prior to said meeting.

#### 3.4 Voting.

a. Each member shall have one vote for each lot owned by him.

b. In case a lot is owned by more than one person, or by a corporation or other entity, its vote may be cast by any person designated in writing by all owners of the lot, or by the President in case of a corporation, and filed with the Secretary. Such designation shall be valid until revoked in writing.

3.5 Adjourned Meetings. In the absence of a quorum at any meeting, the members present may adjourn the meeting from time to time until a quorum is present.

3.6 The Order of Business. At annual Members' Meetings and as far as practical at other members' meetings, shall be:

- a. Calling of the roll and certifying proxies.
- b. Proof of notice of meeting.
- c. Reading and approval of minutes.
- d. Reports of officers and committees.
- e. Election of inspectors of elections.
- f. Election of directors.
- g. Unfinished business.
- h. New business.

3.7 Minutes of all meetings of the lot owners shall be kept in a book available for inspection by lot owners or their authorized representatives and Board Members at any reasonable

REC-41-1089

REC 544 APR 10 90

time. The Association shall retain these minutes for a period of not less than seven (7) years.

4. BOARD OF DIRECTORS.

4.1 The Board of Directors of the Association shall consist of not less than three nor more than five directors, the exact number to be determined at the time of election.

4.2 Election of directors shall be conducted in the following manner:

a. Election of directors shall be held at the Annual Members' Meeting.

b. A Nominating Committee of three (3) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the Annual Members' Meeting. The Committee shall nominate one person for each director to be elected. Nominations for additional directorships created at the meeting shall be made from the floor, and other nominations may be made from the floor.

c. The elections shall be by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his vote for such as many nominees as there are vacancies to be filled by the remaining directors.

d. Except as to vacancies provided by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

e. Unless otherwise provided by law, any member of the board may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all lot owners. A special meeting of the lot owners to recall a member or members of the board may be called by ten (10%) percent of the lot owners giving notice of the meeting as required for a meeting of lot owners and the notice shall state the purpose of the meeting.

4.3 The term of each director's service shall extend until the next annual meeting of the members and subsequently until a successor is duly elected and qualified or until he is removed in the manner elsewhere provided.

4.4 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 the meeting at which they were elected, and so

REC-0441-1091

Further notice of the organization meeting shall be necessary.

4.5 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 meeting shall be given to each director personally or by mail, telephone or telegraph, at least three (3) days prior to the date named for such a meeting, unless notice is waived.

4.6 Special Meetings of the directors may be called by the President, and may also be called by the secretary at the written request of one-third of the directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

4.7 Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.

4.8 A quorum at directors' meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting in which a quorum is present shall constitute the acts of the Board of Directors, except where approval of a greater number of directors is required by the Declaration of Covenant Restrictions and Easements, the Articles of Incorporation or these By-Laws.

4.9 The Presiding Officer of directors' meeting shall be the chairman of the board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

4.10 Meetings of the Board of Directors shall be open to all lot owners and notice of meeting shall be posted conspicuously, forty-eight (48) hours in advance for the attention of lot owners except in an emergency. Minutes of all meetings of the Board shall be kept in a book available for inspection by lot owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

## 5. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

5.1 All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under common law and the statutes, the Articles of Incorporation of the Association, these By-Laws and the Declaration of Covenant Restrictions and Easements.



REC 0441 NOV 20 1992

## 6. OFFICERS.

6.1 The executive officers of the Association shall be a President, a Vice-President, and a Secretary, all of whom shall be elected annually by the Board of Directors at its organizational meeting and who may be peremptorily removed by vote of the directors at any meeting. Any person may hold two or more offices except that the President shall not be also the Secretary or Vice-President. The Board of Directors may from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

6.2 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 President of an association, including but not limited to, the power to appoint committees from among the members of the Association from time to time, as he may in his discretion determine appropriate, to manage the conduct of the affairs of the Association.

6.3 The Vice-President shall in the absence or disability of the President exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

6.4 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 other notices required by law. He shall keep the records of the Association, and shall perform all other duties incident to the office of secretary of an association as may be required by the Directors or the President.

7. FISCAL MANAGEMENT. The provisions for fiscal management of the Association set forth in the Declaration of Covenant Restrictions and Easements shall be supplemented by the following provisions:

7.1 The assessment roll shall be maintained in a set of account books in which there shall be an account for each lot. Such an account shall designate the name and address of the owners, the dates and amounts in which assessments come due, the amounts paid upon the account and the balance due upon assessments.

7.2 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications shall be appropriate, all of which expenditures shall be common expense.

REC 64 1 PAGE 10 93

a. Current Expense, which shall include all receipts and expenditures within the year for which the budget is made including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or additional improvements. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year.

b. Reserve for Deferred Maintenance, which shall include funds for maintenance items that occur less frequently than annually.

c. Reserve for Replacement, which shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

d. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common accounts.

7.3 Budget. The Board of Directors shall adopt a budget for the calendar year which shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices. Copies of the proposed annual budget will be considered, shall be mailed to each member not less than thirty (30) days prior to the meeting. Failure to do so shall not affect the liability of any member for payment of his proportionate share of the budget. If a budget is adopted by the Board which requires assessment against the lot owners in any fiscal or calendar year exceeding 115% of such assessments for the preceding year, upon written application of ten (10) percent of the lot owners, a special meeting of the lot owners shall be held upon not less than ten (10) days written notice to each owner, but within thirty (30) days of delivery of such application to the Board or any member thereof, at which special meeting lot owners may consider and enact a revision of the budget, or recall any and all members of the Board and elect their successors, unless at that time the Developer is in control of the Board. The revision of the budget shall require a vote of not less than a majority of the whole number of votes of all lot owners. The Board may propose a budget at a meeting of members or by writing, and if such budget or proposed budget be approved by the lot owners at the meeting, or by a majority of their whole number by a writing, such budget shall not thereafter be examined by the lot owners in the manner hereinabove set forth, nor shall the Board be recalled under the terms of this section. In determining whether assessments exceed 115% of similar assessments for prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board in respect of repair or replacement of a common property or

REC-210  
0411  
PAGE 1094

in respect of anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded from such computation, assessment for betterments to the common property.

**7.4 Assessments.** Assessments against the lot owners for their shares of the items of the budget shall be made for the calendar year annually in advance on or before December 1 preceding the year for which the assessments are made. Such assessments shall be due in twelve (12) equal installments on the first days of each month of the year for which the assessments are made. If an annual assessment is not made as required, assessments shall be presumed to have been made in the amount of the last prior assessment and monthly installments on such assessments shall be due upon each installment date until checked by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors and the unpaid assessments for the remaining portion of the calendar year for which the amended assessment is made shall be due and payable in equal installments on the first day of each month remaining in the calendar year.

**7.5 Acceleration of Assessment Installments Upon Default.** If a lot owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice to the lot owner, and then the unpaid balance in the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the lot owner, or not less than twenty (20) days after the mailing of such notice to him by certified mail, whichever shall first occur.

**7.6 Assessment for Emergencies.** Assessments for common expenses of emergencies that cannot be paid from the annual assessments for common expenses shall be made only after notice of the need for such is given to the lot owners. After such notice and upon approval in writing by persons entitled to cast more than one-half (1/2) of the votes of the lot owners, the assessment shall become effective, and it shall be due after thirty (30) days notice in such manner as the Board of Directors may require.

**7.7 The depository** of the Association shall be such bank or banks as shall be determined by the directors from time to time and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

**7.8 Written Summaries** of the accounting records of the

REF. 0441 PAGE 108

Association shall be supplied at least annually to each lot owner.

8. PARLIAMENTARY RULES. Robert's Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Restrictive Covenants and Easements, Articles of Incorporation or these By-laws.

9. AMENDMENTS. These By-laws may be amended in the following manner:

9.1 Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

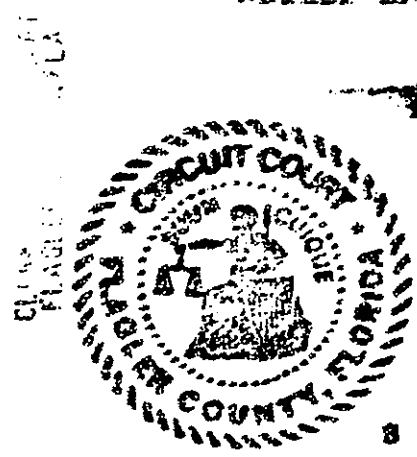
9.2 A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approval must be by not less than two-thirds (2/3) of the entire membership of the Board of Directors and by not less than two-thirds (2/3) of the votes of the entire membership of the Association.

9.3 Proviso. Provided, however, that no amendment shall discriminate against any lot owner nor against any lot or class or group of lots unless the lot owner so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Restrictive Covenants and Easements.

The foregoing were adopted as the By-laws of MARITIME II HOME OWNER'S ASSOCIATION, INC., a corporation not-for-profit under the laws of the State of Florida, at the first meeting of the Directors held on the 27 day of November, 1990.

*Walter Dr. Hoff, Jr.*  
Walter Dr. Hoff, Jr. as President

015913  
OR B. 444-11888  
1085  
NOV 21 P 7:10  
Mr. Hoffmann, Jr.



# MARITIME ESTATES III

FLAGLER COUNTY, FLORIDA



A REVISION OF ALL OF LOTS 12, 14, 15, 16, AND 17, OF THE SUBDIVISION OF TRACTS 1-5, MARITIME ESTATE SUBDIVISION, RECORDED IN PLAT BOOK 23, PAGE 20, FLAGLER COUNTY, FLORIDA.

CERTIFICATE OF APPROVAL BY COUNTY COMMISSIONER OF FLAGLER COUNTY, FLORIDA  
 19th day of October, 1990  
 THIS IS TO CERTIFY, THAT ON the 15th day of October, 1990, the foregoing plat was approved by the County Commissioner of Flagler County, Florida.  
 Chairman of the County Commission of Flagler County

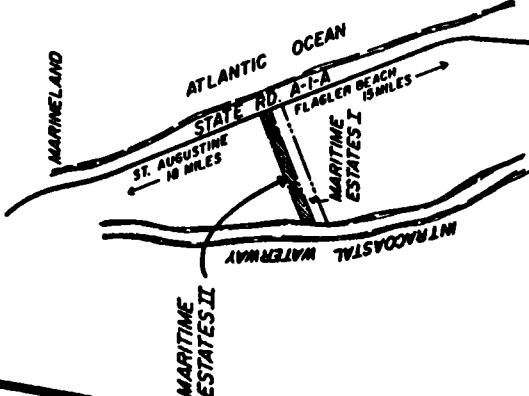
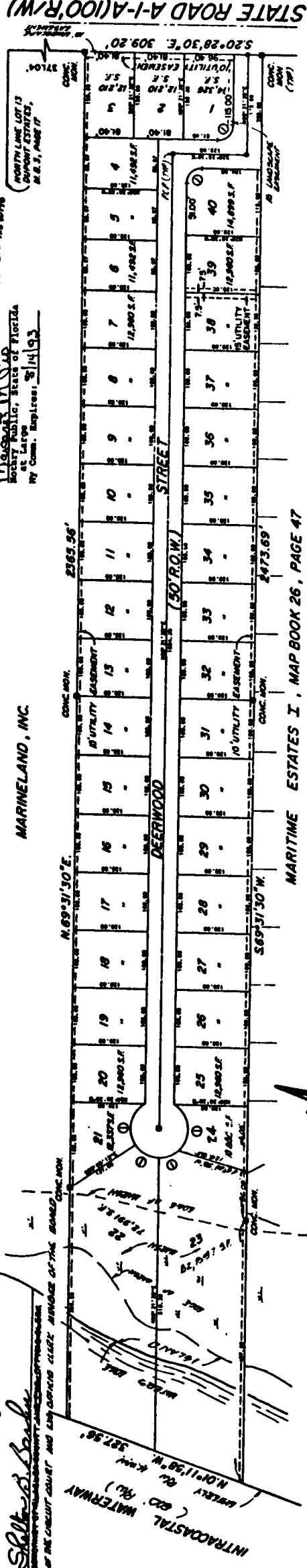
ATTEST: *Shelley S. Sealy*  
 CLERK OF THE CIRCUIT COURT AND EMPLOYING CLERK, MARSHAL OF THE BOARD

CERTIFICATE OF APPROVAL BY THE PLANNING BOARD OF THE FLAGLER COUNTY PLANNING BOARD HEREBY APPROVES THE FINAL PLAT FOR THE MARITIME ESTATES III SUBDIVISION.  
 DATE: 10-22-90  
 COUNTY ENGINEER  
 FLAGLER COUNTY PLANNING BOARD

CERTIFICATE OF GLEN  
 I HEREBY CERTIFY, THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND IT IS IN FULL COMPLIANCE WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS FILED IN THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, ON the 15th day of October, 1990.

CERTIFICATE OF APPROVAL  
 THIS IS TO CERTIFY, THAT ON the 15th day of October, 1990, this plat was approved.  
 BY: *W. L. Kelly*  
 COUNTY ENGINEER

CERTIFICATE OF APPROVAL  
 THIS IS TO CERTIFY, THAT ON the 15th day of October, 1990, this plat was approved.  
 BY: *John A. Williams*  
 COUNTY AT-LARGE



LOT NO.	CODE	CH. BRG.	CH. LTH.	DELTA	MB	ARC LSTN.
1		N63°-28'-28"W	21.34'	98°-00'-00"	23.00'	39.27'
21		S82°-13'-09"W	72.58'	94°-34'-43"	56.00'	62.54'
22		S87°-13'-09"W	44.48'	95°-23'-17"	56.00'	48.34'
23		S42°-04'-55"E	27.94'	44°-34'-49"	56.00'	38.92'
24		N42°-13'-05"E	79.34'	185°-23'-11"	56.00'	91.97'
40		S43°-29'-28"E	35.34'	98°-00'-00"	25.00'	39.27'

UNDER AND GRANT TO DEED-GRANTOR THE UNDERSIGNED HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, LIEN, OR OTHER ENCUMBRANCE UPON THE DESCRIBED PROPERTY, AND THAT THE UNDERSIGNED HEREBY RELEASES, EXEMPTS, AND CONVEYS TO THE DEED-GRANTEE ALL THE DESCRIBED LANDS AS SHOWN BY THE PLAT HEREIN, AND AGREES THAT THE MORTGAGE, LIEN, OR OTHER ENCUMBRANCE WHICH IS RECORDED IN OFFICIAL RECORD BOOK 302, PAGE 177, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, SHALL BE SUBORDINATED TO THE ABOVE DEDICATION.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:  
 BARNETT BANK OF VOLusia COUNTY  
 BY: *Barrett Bank*  
 ATTEST: *Barrett Bank*

ACKNOWLEDGMENT  
 STATE OF FLORIDA, COUNTY OF FLAGLER, I, the undersigned, being the holder of a mortgage, lien, or other encumbrance upon the described lands as shown by the plat herein, and I have executed the foregoing deed and several other documents in and to the person or persons named therein, and I acknowledge the execution thereof to be free act and deed for the uses and purposes therein expressed.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.  
 NOTARY PUBLIC  
 MY COMMISSION EXPIRES \_\_\_\_\_

The undersigned, being the owner in fee simple of the lands described and contained in this plat, does hereby dedicate said lands and plat for the uses and purposes herein contained and hereby dedicates Deerwood Street to be a private street and hereby conveys it to Maritime Estates Owners' Association, Inc. I hereby dedicate a utility easement in and to Deerwood Street to Palm Coast Utility Corp., its successors and assigns for water purposes and to Maritime Estates Owners' Association, Inc., its successors and assigns for sewer purposes. I further dedicate a 5 foot utility easement on the North lot lines of Lots 3 thru 22, inclusive and on the Southern lot lines of Lots 23 thru 40, inclusive, and a 10 foot utility easement across the Eastern 10 feet of Lots 1 thru 3, inclusive, for all utility purposes. I further dedicate a 15 foot wide utility easement being the Eastern 7.5 feet of Lot 18 and the Western 7.5 feet of Lot 39, to the Maritime Estates Owners' Association, Inc., for sewer purposes.

WITNESSES:  
*Walter D. Kelly*  
 Walter Kelly, Jr.  
*Walter D. Kelly*  
 Walter Kelly, Jr.

ACKNOWLEDGED before me this 17th day of October, 1990, by *Walter D. Kelly, Jr.* at Large, State of Florida.  
 My Comm. Expires: 8/14/93

STATE ROAD A-1-A (100' R/W)  
 S 20° 28' 30" E 309.20'  
 CONC. MON.  
 CONC. MON. (170')