

OFFICIAL RECORDS

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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 13, Pages 1-29, et seq., of the Public Records of Flagler County, Florida and designated Palm Coast Park, Section 37, 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.

1. 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, 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 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.

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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 37

Block 21 Lots 2-7	Block 73 Lots 1-6
Block 22 Lots 1-14	Block 99 Lots 1-4
Block 23 Lots 1-12	Block 100 Lots 1-12
Block 24 Lots 1-12	Block 101 Lots 1-20
Block 25 Lots 1-12	Block 102 Lots 1-23
Block 26 Lots 1-6	Block 103 Lots 1-35
Block 68 Lots 5-8	Block 104 Lots 1-38
Block 69 Lots 1-8	Block 105 Lots 1-7
Block 70 Lots 1-8	Block 106 Lots 1-17
Block 71 Lots 1-8	Block 120 Lots 1-8
Block 72 Lots 1-13	Block 122 Lots 1-5

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(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.

4. 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.

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(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 (3) 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 at 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



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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 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 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

enforced in the manner provided by law or 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.

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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 of 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, 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 any 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 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.

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(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 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 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).

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(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.

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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:

Conna E. Goff  
Sam B. J.

By

James S. Shapiro  
Vice President

Attest:

Mitchell A. Gordon  
Assistant Secretary

FLAGLER COUNTY, FLORIDA No. 13547  
2:24 P.M.  
This instrument filed and recorded  
on day of Mar, 1973 in book  
47 of Official Records on page 305-304  
Record verified SHELTON B. BARBER  
CLERK CIRCUIT COURT  
By Rich O. Walker 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 S. 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.

Angelina J. [Signature]  
NOTARY PUBLIC  
NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES SEP. 15, 1975  
Bearing True Oath and License to Execute

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 13, Pages 1-29, et. seq., of the Public Records of Flagler County, Florida and designated Palm Coast Park, Sections 37, Palm Coast;

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 37, Palm Coast, which Restrictive Covenants and Easements were filed for record on March 2, 1973 in Official Records Book 47 at Pages 295 through 304, 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 of 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:

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

## (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 37, 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) The following provision shall be added to said Restrictive Covenants and Easements:

Article 19 - Community Association: Every record owner of a fee simple undivided interest in any lot in the Lakeview subdivision of Palm Coast Park, Section 37, Palm Coast, shall automatically be a member of the Lakeview Community Association, a non-profit corporation organized (a) 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 subdivision, and (b) to adopt and enforce rules and regulation for the use of said golf course and appurtenant facilities and (c) to establish a schedule of use fees and admission charges for such facilities.

3) 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.



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4. That all of the other terms and conditions of said Restrictive Covenants and Easements shall remain in full force and effect 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:

[Signature]  
[Signature]

ITT COMMUNITY DEVELOPMENT CORPORATION

By [Signature]  
Vice President

Attest [Signature]  
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 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, State of  
Florida At Large

Notary Public, State of Florida  
My Commission Expires June 22, 1973

FLAGLER COUNTY, FLORIDA No. 13841  
4:09 PM  
This instrument filed and recorded  
on day of April, 1973 in book  
of Official Records on page 225-227  
Record verified SHELTON B. BARBER,  
CLERK CIRCUIT COURT  
By [Signature] D.C.

MAG 9/28/76d

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REC.

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, chiropodist, 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

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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.

(L) 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:

Alfred M.

President

Attest:

James J. Chidlow

Assistant Secretary

(Corporate Seal)

STATE OF FLORIDA)  
COUNTY OF DADE ) ss

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  
BONDED BY THE BAYARD BONDING AGENCY

*James H. Lewis*  
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

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	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

OFF. REC. 081 PAGE 0576  
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

SHEILA E. DARRER  
CLERK OF COURT  
FLAGLER COUNTY, FLA.

NO. 76/3264  
FILED AND RECORDED  
O.R. BOOK 21 PAGE 50-5  
JUL 16 1973  
PM 3 45

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 11th 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 57-65, 4 units. Notwithstanding the terms of Paragraph 2, no structure 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: 25 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 run 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

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.

(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 walls by lot owners is prohibited.

(11) Subparagraph (a) of Paragraph 15, 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 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, or 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, 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), cressets or equivalently treated timber piles. Wood, provided it has been weatherproofed by cressets 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 33, 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 33, 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"

Palm Coast Subdivision Section	Name	Map Book #	Page	Date of Recording
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

By: William J. Brown  
President

Attest: Robert J. Brown  
Assistant Secretary

STATE OF FLORIDA )  
COUNTY OF FLAGLER ) ss

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 William J. Brown and Robert J. Brown, 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 Calderone*  
NOTARY PUBLIC, State of Florida  
at Large

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES JAN. 17, 1971  
SIGNED THIS 20th DAY OF 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	04-15-70
9	Florida Park	6	36-42	09-04-70
10	Florida Park	6	43-51	09-04-70
11	Belle Terre	6	59-67	11-02-70
12	Belle Terre	6	73-80	12-05-70
13	Belle Terre	6	81-86	12-05-70
14	Country Club Cove	7	01-10	02-01-71
15	Country Club Cove	6	34-38	10-05-70
16	Country Club Cove	6	68-73	11-02-70
17	Belle Terre	6	81-86	12-05-70
18	Wynfield	7	12-16	04-08-71
19	Wynfield	7	19-24	06-27-71
20	Wynfield	7	25-30	06-27-71
21	Wynfield	7	32-42	06-27-71
22	Wynfield	7	43-49	06-27-71
23	Wynfield	8	01-20	10-04-71
24	Pine Grove	8	21-38	11-01-71
25	Pine Grove	8	39-53	11-01-71
26	Pine Grove	9	01-15	01-05-72
27	Wynfield	9	20-35	01-05-72
28	Pine Grove	9	36-50	02-09-72
29	Pine Grove	9	51-66	02-09-72
30	Royal Palms	10	17-30	02-04-72
31	Royal Palms	10	31-47	02-04-72
32	Royal Palms	10	48-53	04-03-72
33	Royal Palms	10	54-65	04-03-72
34	Royal Palms	10	67-77	04-03-72
35	Seminole Woods	11	20-49	06-03-72
36	Belle Terre	11	50-55	07-10-72
37	Lakewood, Palm Coast Park	12	01-20	09-14-72
38	Pine Grove	11	56-61	09-14-72
39	Ignacio Meadows, Palm Coast Park	17	26-47	06-19-73
40	Wynfield, Seminole Woods	16	48	06-19-73
41	Wynfield, Seminole Woods	17	13-25	06-19-73
42	Seminole Park, Seminole Woods	18	26-30	06-19-73
43	Seminole Park, Seminole Woods	18	41-50	06-19-73
44	Seminole Park, Seminole Woods	20	01-08	06-12-73
45	Seminole Park, Seminole Woods	19	49-55	06-12-73
46	Seminole Park, Seminole Woods	20	46-53	06-12-73
47	Seminole Park, Seminole Woods	22	13-20	06-12-73
48	Seminole Park, Seminole Woods	23	26-30	06-12-73
49	Seminole Park, Seminole Woods	26	26-30	06-12-73
50	Seminole Park	27	41-47	06-12-73

OFF. 005 PAGE 0261

**SCHEDULE "B"**

SECTION	DATE OF RECORDING	OFFICIAL RECORDS BOOK	PAGES
3	June 29, 1971	26	373-382
7	June 29, 1971	36	613-622
9	June 29, 1971	36	633-642
10	June 29, 1971	26	663-672
11	June 29, 1971	36	683-692
12	June 29, 1971	26	693-702
13	June 29, 1971	26	713-722
14	June 29, 1971	36	733-742
15	June 29, 1971	36	753-762
16	June 29, 1971	37	1-10
17	June 29, 1971	37	11-20
18	June 7, 1971	36	281-290
19	June 7, 1971	26	291-300
20	September 22, 1971	37	634-643
21	September 22, 1971	37	644-653
22	October 26, 1971	38	221-230
23	November 15, 1971	38	313-322
24	November 15, 1971	28	323-332
25	January 19, 1972	39	453-462
26	January 19, 1972	39	463-472
27	February 17, 1972	40	176-185
28	February 17, 1972	40	186-195
29	March 6, 1972	40	246-255
30	April 16, 1972	40	371-380
31	April 30, 1972	40	376-385
32	April 30, 1972	40	386-395
33	April 30, 1972	43	433-442
34	March 4, 1973	49	273-282
35	March 2, 1973	47	283-292
36	March 2, 1973	47	293-302
37	November 12, 1974	61	118-127
38	June 15, 1973	46	652-661
39	June 15, 1973	46	662-671
40	June 15, 1973	46	672-681
41	June 15, 1973	46	682-691
42	June 15, 1973	46	692-701
43	June 15, 1973	46	702-711
44	June 15, 1973	46	712-721
45	June 15, 1973	46	722-731

As reported in D.E. Book 81, Pages 142-143, of the  
Public Records of Duval County, Florida.

**LAST NAME FIRST, MIDDLE**

10-10-68

REC. 100 PAGE 0009

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 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:

Ruth Speakman  
Marian J. German

ITT COMMUNITY DEVELOPMENT  
CORPORATION

By: [Signature]  
Vice President

Attest: [Signature]  
Assistant Secretary

STATE OF FLORIDA )  
COUNTY OF FLAGLER ) SS

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



OFF. REC. 100 PAGE 0013

SCHEDULE "A"

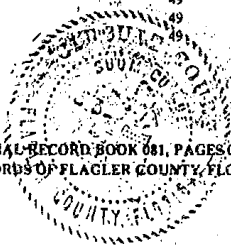
PALM COAST SUBDIVISION SECTION	NAME	MAP BOOK #	PAGE	DATE OF RECORDING
3	Country Club Cove	6	04-08	06-05-72
7	Florida Park	6	18-27	04-16-70
9	Florida Park	6	36-42	09-09-70
10	Florida Park	6	43-53	09-09-70
11	Belle Terre	6	59-67	11-02-70
12	Belle Terre	6	73-80	12-07-70
13	Belle Terre	7	01-10	02-01-71
14	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	Laguna Forest, Seminole Woods	18	36-43	04-19-73
65	Kankakee Run	17	56-67	04-19-73

C.F.  
REC. 100 PAGE 0014

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 0560-0566  
OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA



CLERK OF CIRCUIT COURT  
FLAGLER COUNTY, FLA.

*Butch Walker*

78 FEB 9 PM 4 14

NO. 18-00740  
FILED AND RECORDED  
BOOK 100 PAGE 02-14



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. MORTIMER  
EXECUTIVE OFFICE  
PALM COAST, FL 32909

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, Waterbodys, 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  
Phyllis O. Rider

By:

[Signature]  
Vice President  
Attest: [Signature]  
Secretary

STATE OF FLORIDA                      )  
COUNTY OF FLAGLER                      ) SS

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

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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

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 CLERK CIRCUIT COURT  
 FLAGLER COUNTY, FLA.

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



DEC. 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

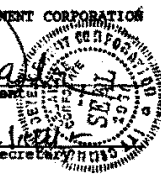
ITT COMMUNITY DEVELOPMENT CORPORATION

*James E. Gardner*  
*Robert L. Scott*

By:

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  
Domestic and Foreign Bonding Agency

*William S. ...*  
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	12/07/70
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	12-15	04/05/71
18	Wynnfield	7	19-24	06/07/71
19	Wynnfield	7	25-30	06/07/71
20	Wynnfield	7	32-42	06/07/71
21	Wynnfield	7	43-69	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 PAGE 599

Section	Date of Recording	Official Records Book	Pages
3	06/29/71	36	573-582
7	06/29/71	36	613-622
9	06/29/71	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	273-284
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

RECORDED  
INDEXED  
MAY 19 1973  
599  
L.H. Jones, Jr.

AMENDMENT TO RESTRICTIVE COVENANTS AND EASEMENTS

THIS AMENDMENT TO RESTRICTIVE COVENANTS AND EASEMENTS made this 2nd day of April, 1986, by ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation, hereinafter referred to as "Company".

WHEREAS, the Company originally caused to be filed and recorded in the Official Records of Flagler County, Florida, as described in Schedule "A" attached hereto and made a part hereof, 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, as described in Schedule "B" attached hereto and made a part hereof; and

WHEREAS, said Restrictive Covenants and Easements as amended as described herein, specifically reserve the right to the Company to amend said Restrictive Covenants; 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 amends the Restrictive Covenants and Easements and the aforesaid Amendment thereto, and hereby declares that the real property described in Schedules "A" and "B" attached hereto (excluding the reserve parcels, if any) shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, reservations, and liens hereinafter set forth, and the Company declares that:

1. Section 13 of the Restrictive Covenants and Easements as amended by Amendment dated April 2, 1979, is hereby amended to read as follows:

ARTICLE 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 for the general purposes and shall have the powers enumerated in the Articles of Incorporation and By-laws, including but not limited to, the power to make general and special assessments necessary and sufficient for the operations of the Association, together with the operation, maintenance, care and improvement of any land, common area, or improvements thereupon which may come within the ownership or control of the Association, whether by deed, lease, easement or other executory agreement. The Company plans to construct by December 31, 1990, a golf course and appurtenant golf related facilities in Section 34, which course may become the property of the Association in the event the Company elects to convey title to said course.

(b) Every lot owner in Section 37 of the Palm Coast Community shall automatically be a member of the Lakeview

REC-278 PAGE 447

94-278 PAGE 448

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 for the general purposes and shall possess the powers enumerated in the Articles of Incorporation and By-laws, including but not limited to, the power to make general and special assessments necessary and sufficient for the operations of the Association, together with the operation, maintenance, care and improvement of any land, common area or improvements thereupon which may come within the ownership or control of the Association, whether by deed, lease, easement or other executory agreement. The Company has constructed a golf course and appurtenant golf related facilities in Section 37, which course may become the property of the Association in the event the Company elects to convey title to said course.

(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 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.

2. That all of the other terms and conditions of said Restrictive Covenants and Easements shall remain in full force and effect except as effective are 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 Secretary this 2nd day of April, 1986.

Signed, sealed and delivered  
in the presence of:

Vickie Root  
Janet Voecker

ITT COMMUNITY DEVELOPMENT  
CORPORATION

By: James J. [Signature]  
Exec. Vice President

Attest: Robert [Signature]  
Secretary



REC-278 PAGE 449

STATE OF FLORIDA  
COUNTY OF FLAGLER

I HEREBY CERTIFY that on this 2nd day of April, 1986, before me, a person authorized to take acknowledgments of deeds and other instruments, personally appeared John R. Gazzoli and Robert L. Scott, 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.

*Janet Voelker*  
Notary Public, State of Florida  
at Large

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXPIRES SEPT 30 1987  
BORDER 1200 GENERAL INSURANCE UND



This instrument was Prepared By:  
Robert L. Scott, II  
ITT Community Development Corporation  
Executive Office  
Palm Coast, Florida 32909

REC-278 450

SCHEDULE "A"

Palm Coast Subdivision Section	Name	Date of Recording	Official Records Book	Pages
34	Seminole Woods	March 2, 1973	47	275-284
37	Lakeview, Palm Coast Park	March 2, 1973	47	295-304

SCHEDULE "B"

34	Seminole Woods	April 3, 1979	119	620-640
37	Lakeview, Palm Coast Park	April 3, 1979	119	620-640



86/003397  
FILED & RECORDED  
O.R. BOOK 278 PAGE 447-450  
APR 15 10:30  
Shirley Be  
CLERK OF CIRCUIT COURT  
FLAGLER COUNTY, FLA.

FIRST AMENDMENT TO RESTRICTIVE COVENANTS AND EASEMENTS

THIS FIRST AMENDMENT TO RESTRICTIVE COVENANTS AND EASEMENTS made this 14th day of July, 1988, by SUNSPORT RECREATION, INC., formerly known as HEIDI RECREATION CORPORATION, a Florida corporation, herein-after referred to as "Company".

WHEREAS, the Company originally caused to be filed and recorded in the Official Records of Flagler County, Florida, as described in Schedule "A" attached hereto and made a part hereof, 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 specifically reserve the right to the Company to amend said Restrictive Covenants and Easements; and

WHEREAS, the Company desires to amend said Restrictive Covenants and Easements for the purpose of clarification of the terms and conditions thereof.

NOW, THEREFORE, the Company amends the Restrictive Covenants and Easements and hereby declares that the real property described in Schedule "B" attached hereto shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, reservations hereinafter set forth, and the Company declares that:

1. Paragraph 18 of the Restrictive Covenants and Easements is hereby amended to the extent that the following sentence shall be added to said Paragraph 18:

"The grant of rights and authority contained in this Paragraph 17 shall vest control or ownership of the golf course or appurtenant facilities in the association, only if a duly recorded assignment or conveyance of such control or ownership is made to the association by the Company or its successor."

2. All of the other terms and conditions of said Restrictive Covenants and Easements shall remain in full force and effect except as effective are amended hereby.

IN WITNESS WHEREOF, SUNSPORT RECREATION, INC., a Florida corporation, has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this 14th day of July, 1988.

Signed, sealed and delivered  
in the presence of:

SUNSPORT RECREATION, INC.

Barbara L. Moricay  
James M. Duck

By: Dennis M. Fitzgerald  
Vice President

Attest: John A. Duck  
Assistant Secretary

STATE OF FLORIDA  
COUNTY OF FLAGLER

I HEREBY CERTIFY that on this 14th day of July, 1988, before me, a person authorized to take acknowledgements of deeds and other instruments, personally appeared Dennis M. Fitzgerald and Robert G. Cuff, Vice President and Secretary, respectively, of SUNSPORT RECREATION, INC., 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

RJA PCAT (check)



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

OFF REC 0357 PAGE 0752

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

Victoria P. Gadd  
Notary Public, State of Florida  
at Large

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires June 1, 1992  
 bonded Title Trust & Insurance Inc.

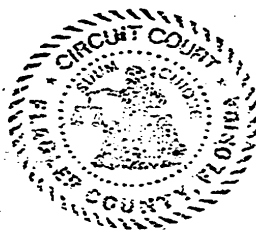


Schedule "A"

Those Restrictive Covenants recorded in Official Records Book  
49, Pages 156 through 163, inclusive, of the Public Records  
of Flagler County, Florida.

Schedule "B"

All of reserved parcels "A", "B", "C", "D", and "E" of the subdivision plat of Lakeview - Section 37, Palm Coast Park at Palm Coast, recorded in Map Book 13, Pages 27 and 28, and all of reserved parcel 17A of the subdivision plat of Victoria Park Section 38, Old Kings Farms of Palm Coast recorded in Map Book 13, Page 55, all being of the Public Records of Flagler County, Florida.



CLERK OF CIRCUIT COURT  
FLAGLER COUNTY, FLA

*Detla Valley*  
*de*

AS FILED  
010656  
O.R. BOOK 527, PAGE 754  
7-54

1950  
Chry  
W3808

REC 0362 FILE 0575

L/EB-91  
Rev: 09/14/88  
(Section 37)

SECOND AMENDMENT TO RESTRICTIVE COVENANTS AND EASEMENTS

THIS SECOND AMENDMENT TO RESTRICTIVE COVENANTS AND EASEMENTS made this 20th day of September, 1988, by SUNSPORT RECREATION, INC., formerly known as HEIDI RECREATION CORPORATION, a Florida corporation, hereinafter referred to as "Company".

WHEREAS, the Company originally caused to be filed and recorded in the Official Records of Flagler County, Florida, as described in Schedule "A" attached hereto and made a part hereof, 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 specifically reserve the right to the Company to amend said Restrictive Covenants and Easements; and

WHEREAS, the Company caused to be filed and recorded in Official Records Book 357 at Page 751 of the Public Records of Flagler County, Florida, a First Amendment To Restrictive Covenants and Easements; and

WHEREAS, the Company desires to amend said First Amendment To Restrictive Covenants and Easements for the purpose of clarification of the terms and conditions thereof.

NOW, THEREFORE, the Company amends the First Amendment To Restrictive Covenants and Easements and hereby declares that the real property described in Schedule "B" attached hereto shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, reservations hereinafter set forth, and the Company declares that:

1. Paragraph 18 of the First Amendment to Restrictive Covenants and Easements is hereby amended to the extent that the number "17" shall be deleted and the number "18" shall be added in its place.
2. All of the other terms and conditions of said Restrictive Covenants and Easements shall remain in full force and effect except as amended hereby.

IN WITNESS WHEREOF, SUNSPORT RECREATION, INC., a Florida corporation, has caused these presents to be signed in its name by its proper officers and its corporate seal to be affixed this 20th day of September 1988.

Signed, sealed and delivered in the presence of:

SUNSPORT RECREATION, INC.

Dennis M. Fitzgerald

By: Dennis M. Fitzgerald  
Vice President

Robert G. Cuff

Attest: Robert G. Cuff  
Asst. Secretary

STATE OF FLORIDA  
COUNTY OF FLAGLER

I HEREBY CERTIFY that on this 20th day of September, 1988, before me, a person authorized to take acknowledgements of deeds and other instruments, personally appeared Dennis M. Fitzgerald and Robert G. Cuff, Vice President and Secretary, respectively, of SUNSPORT RECREATION, INC., 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.

Victoria P. Saad  
Notary Public, State of Florida  
at Large

My Commission Expires:

Notary Public, State of Florida  
My Commission Expires June 1, 1992  
Sealed thru May 1st - Inactive fee

OFF 0362 AGE 0577  
REC

Schedule "A"

Those Restrictive Covenants recorded in Official Records Book  
49, Pages 156 through 163, inclusive, of the Public Records  
of Flagler County, Florida.

REC 0362 PAGE 0578

Schedule "B"

All of reserved parcels "A", "B", "C", "D", and "E" of the subdivision plat of Lakeview - Section 37, Palm Coast Park at Palm Coast, recorded in Map Book 13, Pages 27 and 28, and all of reserved parcel 17A of the subdivision plat of Vienna Park Section 38, Old Kings Farms of Palm Coast recorded in Map Book 13, Page 55, all being of the Public Records of Flagler County, Florida.



89013251  
FILED IN BOOK 13  
ON SEP 20 1978

NOV 21 1978  
P. J. Jackson  
CLERK OF COURT  
FLAGLER COUNTY, FLA.

R/R VICKIE GARD

AMENDMENT TO RESTRICTIVE COVENANTS AND EASEMENTS

THIS AMENDMENT TO RESTRICTIVE COVENANTS AND EASEMENTS made this  
13th day of February, 1989, by ITT COMMUNITY  
DEVELOPMENT CORPORATION, a Delaware corporation, hereinafter referred  
to as "Company".

WHEREAS, the Company is the Owner of lands in Section 27K located  
in Flagler County, Florida, said subdivision section begin 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 for all of said Section 27; 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 a  
Official Records Book 218, pages 594 through 599 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 any reserve parcels) shall be held, transferred, sold, conveyed, and occupied subject to the covenants, restrictions, reservations, and liens hereinafter set forth.



**SECRET**

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 6,000 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, 15 feet to one side Lot line and 1 foot to the other side Lot line, and 20 feet from the rear Lot line.

(2) Paragraph 10(a) of the above described Restrictive Covenants and Amendments shall be deleted in its entirety and the following language shall be inserted in the place of the deleted language:

## 10. EASEMENTS

(a) Perpetual easements for installation, construction, reconstruction, maintenance, operation and inspection of all utilities, drainage, Waterbods, 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, the side Lot line on the side of the Lot to which the fifteen foot setback applies (pursuant to Paragraph 6(b) above) 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.

(3) Except for the Amendments contained herein, as applied solely to the Lots described in Exhibit A, all of the terms and conditions of said Restrictive Covenants and Easements shall remain in full force and effect.

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

OFF REC 0381 PAS 0170

presents to be signed in its name by its proper officers and its corporate seal to be affixed, attested by its Secretary this 13th day of February, 1989.

Signed, sealed and delivered in the presence of:

Arline Wilson

Victoria P. Gard

ITT COMMUNITY DEVELOPMENT CORPORATION

By: James E. Gardner  
President

Attest: John T. Shuff  
Secretary

STATE OF FLORIDA  
COUNTY OF FLAGLER

I HEREBY CERTIFY that on this 13th day of February, 1989, before me, a person authorized to take acknowledgements of deeds and other instruments, personally appeared James E. Gardner Robert G. Cuff, 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, on the day and year last aforesaid.

Victoria P. Gard

NOTARY PUBLIC, State of Florida at Large

Notary Public, State of Florida  
My Commission Expires June 1, 1992  
Bonded Thru Tidy Loan - Insurance Inc.

REC 0301100171  
L/SL-93  
Rec: 2/5/89

SCHEDULE "A"

Lots 1-46, Block 58-A of Section 27-K as shown on the amended subdivision Map of Wynnfield Section 27, Palm Coast, situated in Flagler County, Florida, owned by ITT Community Development Corporation.

OFF REC 0381 PLSL 0172

L/SL-93  
Rec: 2/9/89

SCHEDULE "B"

<u>Section</u>	<u>Date of Recording</u>	<u>Official Records Book</u>	<u>Pages</u>
3	06/29/71	36	573-582
7	06/29/71	36	613-622
9	06/29/71	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
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17	06/29/71	37	11-30
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23	11/15/71	38	513-519
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25	01/19/72	39	456-462
26	01/19/72	39	463-469
27	02/17/72	40	178-184
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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
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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

89/002062  
108-  
381-172

HR 13 P2:34  
G. Strickland  
CLERK  
FLAGLER



LSI-84  
Rev: 4/26/89

# AMENDMENT TO RESTRICTIVE COVENANTS AND EASEMENTS

THIS AMENDMENT TO RESTRICTIVE COVENANTS AND EASEMENTS made this  
\_\_\_\_ day of \_\_\_\_\_, 1989, by IIT COMMUNITY  
DEVELOPMENT CORPORATION, a Delaware corporation, hereinafter referred  
to as "Company".

WHEREAS, the Company is the Owner of lands in Section 27K located  
in Flagler County, Florida, said subdivision section begin 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 for all of said Section 27; 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; Offi-  
cial Records Book 218, pages 594 through 599 of the Public Records of  
Flagler County, Florida, and Official Records Book 381, pages 168  
through 172 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 Eas-  
ements; 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 Cove-  
nants and Easements and the aforesaid Amendments thereto, and hereby  
declares that the real property described in Schedule "A" (excluding  
any reserve parcels) shall be held, transferred, sold, conveyed, and  
occupied subject to the covenants, restrictions, reservations, and  
liens hereinafter set forth.

RECORDED IN BOOK 119, PAGE 620  
OFFICIAL RECORDS OF FLAGLER COUNTY, FLORIDA  
DATE OF RECORDING: 1/10/2024  
BY: [Signature]

(1) Paragraph 10(a) of the above described Restrictive Covenants and Amendments shall be deleted in its entirety and the following language shall be inserted in the place of the deleted language:

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 and a 5 foot width along the side Lot line on the side of the lot to which the fifteen foot setback applies (pursuant to Paragraph 6(b) above) and to a 7 foot wide easement area along each front Lot line of every Lot. In addition to the foregoing beneficiaries of the easements created herein, the side lot line easement shall be for the benefit of the owner of a lot adjoining the lot subject to this easement for the purpose of allowing such adjoining owner to maintain the dwelling unit and other structures constructed on the lot adjoining a lot subject to such side lot line easement. 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.

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.

(3) Except for the Amendments contained herein, as applied solely to the Lots described in Exhibit A, all of the terms and conditions of said Restrictive Covenants and Easements 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 Secretary this 5th day of May, 1989.

Signed, sealed and delivered in the presence of:

ITT COMMUNITY DEVELOPMENT CORPORATION

*[Signature]*

By: *[Signature]*  
President

*Victoria P. Gard*

Attest: *[Signature]*  
Secretary

OFF REC 0391 PAGE 0146  
STATE OF FLORIDA  
COUNTY OF FLAGLER

I HEREBY CERTIFY that on this 5th day of May, 1989, before me, a person authorized to take acknowledgements of deeds and other instruments, personally appeared James E. Gardner and Robert G. Cuff, 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, on the day and year last aforesaid.

Victoria P. Gard  
NOTARY PUBLIC, State of Florida at  
Large

Notary Public, State of Florida  
My Commission Expires June 1, 1992  
NOTARY PUBLIC STATE OF FLORIDA

0391 PAGE 0147

L/SI-94  
Rec: 3/14/89

SCHEDULE "A"

Lots 1-46, Block 58-A of Section 27-K as shown on the amended subdivision Map of Wynnfield Section 27, Palm Coast, situated in Flagler County, Florida, owned by ITT Community Development Corporation.



L/SI-94  
Rec: 3/14/89

SCHEDULE "B"

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



L/SZ-94  
Rev: 5/2/89

## AMENDMENT TO RESTRICTIVE COVENANTS AND EASEMENTS

THIS AMENDMENT TO RESTRICTIVE COVENANTS AND EASEMENTS made this  
5th day of May, 1989, by ITT COMMUNITY  
DEVELOPMENT CORPORATION, a Delaware corporation, hereinafter referred  
to as "Company".

WHEREAS, the Company is the Owner of lands in Section 20 located  
in Flagler County, Florida, said subdivision section begin described  
in Schedule "A" attached hereto and made a part hereof; and

WHEREAS, on September 20, 1971 the Company originally caused to  
be filed and recorded in the official records of Flagler County,  
Florida, at OR Book 37, Pages 634-640, Restrictive Covenants and  
Easements setting forth uniform covenants and general development  
requirements as covenants running with the land for all of said  
Section 20; and

WHEREAS, said Restrictive Covenants and Easements have been  
amended by an Amendment recorded in Official Records Book 218, Pages  
594 through 599 of the Public Records of Flagler County, Florida; and

WHEREAS, said Amendment provides for and specifically reserves  
the right to the Company to further 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 Cove-  
nants and Easements and the aforesaid Amendments thereto, and hereby  
declares that the real property described in Schedule "A" (excluding  
any reserve parcels) shall be held, transferred, sold, conveyed, and  
occupied subject to the covenants, restrictions, reservations, and  
liens hereinafter set forth.

This Instrument Was Prepared By  
ROBERT G. CUELLER  
EXECUTIVE OF  
PALM COAST, FL 32137

(1) Paragraph 10(a) of the above described Restrictive Covenants and Amendments shall be deleted in its entirety and the following language shall be inserted in the place of the deleted language:

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 a 7 foot width along 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.

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.

(2) Except for the Amendments contained herein, all of the terms and conditions of said Restrictive Covenants and Easements 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 Secretary this 5th day of May, 1989.

Signed, sealed and delivered in the presence of:

ITT COMMUNITY DEVELOPMENT CORPORATION

Carlene Wilson

By:

James E. Ash  
President

Victoria P. Gard

Attest:

Samuel H. H. H.  
Secretary

0391-0131

STATE OF FLORIDA  
COUNTY OF FLAGLER

I HEREBY CERTIFY that on this 5th day of May, 1989, before me, a person authorized to take acknowledgements of deeds and other instruments, personally appeared James E. Gardner and Robert C. Cuff, President and Secretary, respectively, of IIT 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 fee 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.

Victoria P. Gard  
NOTARY PUBLIC, State of Florida at  
Large

Notary Public, State of Florida  
My Commission Expires June 1, 1992  
BECOME THE FIRST TO SIGNATURE INC.

REC 0391-149 0152

SCHEDULE "A"

All those lots in Section 20E and Lots 1-17 and 46-61 of Section 20F as shown on the subdivision Map of Wynnfield Section 20, Palm Coast, situated in Flagler County, Florida, as recorded at Map Book 7, Pages 32-42 of the Public Records of Flagler County, Florida.

89/006906

149-152  
391

12/21/21  
P. Struck



This instrument prepared by  
Robert G. Cull  
ITT Community Development Corporation  
1 Corporate Drive  
Palm Coast, FL 32151

Inst No: 94010656 Date: 10/25/1994  
BYD CROSSBY, FLAGLER County  
By: J. Daugherty, D.C. Time: 14:43

AMENDMENT TO RESTRICTIVE COVENANTS AND EASEMENTS  
AND  
RELEASE OF EASEMENT

(Foxridge)

THIS AMENDMENT TO RESTRICTIVE COVENANTS AND EASEMENTS AND RELEASE OF EASEMENT is made this 25<sup>th</sup> day of October, 1994, by ITT Community Development Corporation (CDC),

WHEREAS, CDC caused to be recorded at Map Book 28, Pages 30-31 of the Public Records of Flagler County, Florida an Amended Subdivision of Wynnfield, Section 27 - Palm Coast (the "Amended Plat") for the property described in the Amended Plat as Lots 1-46 of Block 58, Section 27K, Map of Wynnfield, and

WHEREAS, the Amended Plat purported to depict certain "Typ. 4' MAINTENANCE EASEMENT Lots 2-17 and Lots 18-45", which maintenance easements were created by CDC for the property depicted in the Amended Plat in an Amendment To Restrictive Covenants and Easements recorded at O.R. Book 391, Pages 144-148 of the Public Records of Flagler County, Florida, and

WHEREAS, CDC reserved the right to further amend the Restrictive Covenants and Easements pursuant to their terms, and

WHEREAS, CDC now desires to correct the reference in the Amended Plat to the "Typ. 4' MAINTENANCE EASEMENT Lots 2-17 and Lots 18-45" shown on the Amended Plat along the side lot lines of Lots 19-45 of the Amended Plat by vacating those easements as shown on the Amended Plat and by further amending the Restrictive Covenants and Easements pursuant to the power reserved to CDC in the Restrictive Covenants and Easements,

NOW, THEREFORE,

1. CDC hereby releases, vacates and abandons the "Typ. 4' MAINTENANCE EASEMENT" depicted on the Amended Plat with respect to Lots 19-45 of the Amended Plat.

2. CDC further amends the Amendment to Restrictive Covenants and Easements recorded at O.R. Book 391, Pages 144-148 by inserting the language indicated below in underlined type:

10. EASEMENTS

(a) Perpetual easements for installation, construction, reconstruction, maintenance, operation and inspection of all utilities, drainage, waterbodies, or recreation 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 and a 5 foot width along the side lot line on the side of the Lot to which the fifteen foot setback applies (pursuant to Paragraph 6(b) above) and to a 7 foot wide easement area along each front Lot line of every Lot. In the case of Lots 19-45 as shown on the Amended Subdivision Map of Wynnfield, Section 27 - Palm Coast as recorded at Map Book

22. Pages 22-31 of the Public Records of Flagler County, Florida, the fifteen foot wide setback established by Paragraph 8. (b), above, and the 3 foot wide lot line easement established by this Paragraph 10. (a) shall always be located adjacent to the western boundary of the Lot. In addition to the foregoing beneficiaries of the easements created herein, the side lot line easement shall be for the benefit of the owner of a lot adjoining the lot subject to this easement for the purpose of allowing such adjoining owner to maintain the dwelling unit and other structures constructed on the lot adjoining a lot subject to such side lot line easement. Also, easements in general in and over each Lot for the installation of electric, gas and telephone facilities for the service of the Dwelling Units are reserved.

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.

3. Except for the Amendments contained herein as applied solely to the lots described in this Amendment, all of the terms and conditions of the Restrictive Covenants and Easements shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned officers have executed this instrument on behalf of the corporation as of the date written above.

地址：上海南京路

YIT COMMUNITY DEVELOPMENT CORPORATION

Victoria P. Gard  
Victoria P. Gard

By: William H. Hour,

Patricia Thompson  
Patricia Thompson

Attest: Robert G. Culp

Address for all signatories:  
1 Corporate Drive  
Palm Coast, Florida 32151

STATE OF FLORIDA  
COUNTY OF FLAVIER

The foregoing instrument was acknowledged before me on October 25, 1994 by William Armour as Vice President and Robert G. Cuff as Secretary of IRT Community Development Corporation, a Delaware corporation, on behalf of and as the act and deed of the corporation. They are personally known to me and did not take an oath.

Victoria P. Gard  
Victoria P. Gard  
Notary Public, State of Florida

My commission expires:

My commission no. is:



WILLIAM F. SAUND  
MY EXPIRATION: 00 22005 EXPIRES  
JUN 1, 1998  
BORNED FROM THE 1940-1945-1946-1947-1948-1949-1950-1951-1952-1953-1954-1955-1956-1957-1958-1959-1960-1961-1962-1963-1964-1965-1966-1967-1968-1969-1970-1971-1972-1973-1974-1975-1976-1977-1978-1979-1980-1981-1982-1983-1984-1985-1986-1987-1988-1989-1990-1991-1992-1993-1994-1995-1996-1997-1998-1999-2000-2001-2002-2003-2004-2005-2006-2007-2008-2009-2010-2011-2012-2013-2014-2015-2016-2017-2018-2019-2020-2021-2022-2023-2024-2025-2026-2027-2028-2029-2030-2031-2032-2033-2034-2035-2036-2037-2038-2039-2040-2041-2042-2043-2044-2045-2046-2047-2048-2049-2050-2051-2052-2053-2054-2055-2056-2057-2058-2059-2060-2061-2062-2063-2064-2065-2066-2067-2068-2069-2070-2071-2072-2073-2074-2075-2076-2077-2078-2079-2080-2081-2082-2083-2084-2085-2086-2087-2088-2089-2090-2091-2092-2093-2094-2095-2096-2097-2098-2099-2100-2101-2102-2103-2104-2105-2106-2107-2108-2109-2110-2111-2112-2113-2114-2115-2116-2117-2118-2119-2120-2121-2122-2123-2124-2125-2126-2127-2128-2129-2130-2131-2132-2133-2134-2135-2136-2137-2138-2139-2140-2141-2142-2143-2144-2145-2146-2147-2148-2149-2150-2151-2152-2153-2154-2155-2156-2157-2158-2159-2160-2161-2162-2163-2164-2165-2166-2167-2168-2169-2170-2171-2172-2173-2174-2175-2176-2177-2178-2179-2180-2181-2182-2183-2184-2185-2186-2187-2188-2189-2190-2191-2192-2193-2194-2195-2196-2197-2198-2199-2200-2201-2202-2203-2204-2205-2206-2207-2208-2209-2210-2211-2212-2213-2214-2215-2216-2217-2218-2219-2220-2221-2222-2223-2224-2225-2226-2227-2228-2229-2230-2231-2232-2233-2234-2235-2236-2237-2238-2239-2240-2241-2242-2243-2244-2245-2246-2247-2248-2249-2250-2251-2252-2253-2254-2255-2256-2257-2258-2259-2260-2261-2262-2263-2264-2265-2266-2267-2268-2269-2270-2271-2272-2273-2274-2275-2276-2277-2278-2279-2280-2281-2282-2283-2284-2285-2286-2287-2288-2289-2290-2291-2292-2293-2294-2295-2296-2297-2298-2299-2300-2301-2302-2303-2304-2305-2306-2307-2308-2309-2310-2311-2312-2313-2314-2315-2316-2317-2318-2319-2320-2321-2322-2323-2324-2325-2326-2327-2328-2329-2330-2331-2332-2333-2334-2335-2336-2337-2338-2339-2340-2341-2342-2343-2344-2345-2346-2347-2348-2349-2350-2351-2352-2353-2354-2355-2356-2357-2358-2359-2360-2361-2362-2363-2364-2365-2366-2367-2368-2369-2370-2371-2372-2373-2374-2375-2376-2377-2378-2379-2380-2381-2382-2383-2384-2385-2386-2387-2388-2389-2390-2391-2392-2393-2394-2395-2396-2397-2398-2399-2400-2401-2402-2403-2404-2405-2406-2407-2408-2409-2410-2411-2412-2413-2414-2415-2416-2417-2418-2419-2420-2421-2422-2423-2424-2425-2426-2427-2428-2429-2430-2431-2432-2433-2434-2435-2436-2437-2438-2439-2440-2441-2442-2443-2444-2445-2446-2447-2448-2449-2450-2451-2452-2453-2454-2455-2456-2457-2458-2459-2460-2461-2462-2463-2464-2465-2466-2467-2468-2469-2470-2471-2472-2473-2474-2475-2476-2477-2478-2479-2480-2481-2482-2483-2484-2485-2486-2487-2488-2489-2490-2491-2492-2493-2494-2495-2496-2497-2498-2499-2500-2501-2502-2503-2504-2505-2506-2507-2508-2509-2510-2511-2512-2513-2514-2515-2516-2517-2518-2519-2520-2521-2522-2523-2524-2525-2526-2527-2528-2529-2530-2531-2532-2533-2534-2535-2536-2537-2538-2539-2540-2541-2542-2543-2544-2545-2546-2547-2548-2549-2550-2551-2552-2553-2554-2555-2556-2557-2558-2559-2560-2561-2562-2563-2564-2565-2566-2567-2568-2569-2570-2571-2572-2573-2574-2575-2576-2577-2578-2579-2580-2581-2582-2583-2584-2585-2586-2587-2588-2589-2590-2591-2592-2593-2594-2595-2596-2597-2598-2599-2600-2601-2602-2603-2604-2605-2606-2607-2608-2609-2610-2611-2612-2613-2614-2615-2616-2617-2618-2619-2620-2621-2622-2623-2624-2625-2626-2627-2628-2629-2630-2631-2632-2633-2634-2635-2636-2637-2638-2639-2640-2641-2642-2643-2644-2645-2646-2647-2648-2649-2650-2651-2652-2653-2654-2655-2656-2657-2658-2659-2660-2661-2662-2663-2664-2665-2666-2667-2668-2669-2670-2671-2672-2673-2674-2675-2676-2677-2678-2679-2680-2681-2682-2683-2684-2685-2686-2687-2688-2689-2690-2691-2692-2693-2694-2695-2696-2697-2698-2699-2700-2701-2702-2703-2704-2705-2706-2707-2708-2709-2710-2711-2712-2713-2714-2715-2716-2717-2718-2719-2720-2721-2722-2723-2724-2725-2726-2727-2728-2729-2730-2731-2732-2733-2734-2735-2736-2737-2738-2739-2740-2741-2742-2743-2744-2745-2746-2747-2748-2749-2750-2751-2752-275

This Document Prepared by:  
Robert G. Cuff  
1 Corporate Drive  
Palm Coast, FL 32151

OFF REC 0537 PAGE 0153

Inst No: 95010200 Date: 08/03/1995  
SYD CROSBY, FLAGLER County  
By: M. Stevens D.C. Time: 14:04

SUPPLEMENTAL DECLARATION  
OF  
RESTRICTIVE COVENANTS AND EASEMENTS

Reserved for Recording Information

THIS SUPPLEMENTAL DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS made this 1st day of August, 1995, by ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation, hereinafter referred to as "Company".

WHEREAS, the Company originally caused to be filed and recorded at O.R. Book 34, Page 260, as amended in O.R. Book 35, Page 571 as amended in O.R. Book 36, Page 34, as amended in O.R. Book 36, Page 663, as amended in O.R. Book 53, Page 462, as amended in O.R. Book 76, Page 263, as amended in O.R. Book 81, Pages 560-576, as amended in O.R. Book 95, Pages 254-261, as amended in O.R. Book 100, Pages 9-14, as amended in O.R. Book 119, Pages 641-659, and in O.R. Book 218, Pages 594-599, Public Records of Flagler County, Florida, a Declaration of Restrictive Covenants and Easements (collectively, the "Declaration") setting forth uniform covenants and general development requirements as covenants running with the land described in the Declaration; and

WHEREAS, the Company as the owner of the lands described in Exhibit A, attached hereto, desires to subject the lands described in Exhibit A, attached hereto, be made subject to the same restrictive covenants and easements provided in the Declaration

NOW, THEREFORE, the Company hereby declares that from the date of recording this Supplemental Declaration in the Public Records of Flagler County, Florida, the real property described in Exhibit "A" hereto shall be held, transferred, sold, conveyed, and occupied subject to all of the covenants, restrictions, reservations, and easements of the Declaration, including any subsequent amendments to the Declaration.



IN WITNESS WHEREOF, ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation, has hereunto caused these presents to be signed in its name and on behalf of its President and attested by its Secretary and its corporate seal affixed this 1st day of August, 1995.

Signed, sealed and delivered in the presence of:

ITT COMMUNITY DEVELOPMENT CORPORATION

Carlene Wilson

By:

[Signature]  
President

Rachel L. Keene

Attest:

[Signature]  
Secretary

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing Supplemental Declaration of Restrictive Covenants and Easements was acknowledged before me on the 1st day of August, 1995, by JAMES E. GARDNER and ROBERT G. CUFF, President and Secretary, respectively, of ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation, on behalf of the corporation. They are personally known to me and did not take an oath.

Victoria L. Gard  
Notary Public, State of Florida

INRLKIGENERALIC&AMEND.C



MY COMMISSION EXPIRES  
June 1, 1998  
BOWDOEN TRUST ESTATE INSURANCE, INC.

**LEGAL DESCRIPTION:**

LOTS 1 - 4 OF BRESSLER PARCEL "C" SUBDIVISION, AS RECORDED IN MAP BOOK 30, PAGES 46 THROUGH 47, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA, BEING AN AMENDED PLAT OF RESERVE PARCEL "C" OF THE SUBDIVISION MAP BELLE TERRE - SECTION 12, PALM COAST, AS RECORDED IN MAP BOOK 6, PAGE 75, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.

**EXHIBIT "A"**

RT PRAT @

This Document Prepared by:  
Robert G. Cuff  
1 Corporate Drive  
Palm Coast, FL 32151

Inst No: 97002880 Date: 02/19/1997  
SYD CROSBY, FLAGLER County  
By: M. Stevens D.C. Time: 10:43:11

**CORRECTIVE  
SUPPLEMENTAL DECLARATION  
OF  
RESTRICTIVE COVENANTS AND EASEMENTS**

OF  
REC 0576 PAGE 0015

Reserved for Recording Information

**THIS CORRECTIVE SUPPLEMENTAL  
DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS** made this 11 day of  
February, 1997, by ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation,  
hereinafter referred to as "Company" in order to correct the legal description attached to the  
Supplemental Declaration of Restrictive Covenants and Easements which was recorded on August 3,  
1995 in Official Records Book 537, Pages 153-155, of the Public Records of Flagler County, Florida.

WHEREAS, the Company originally caused to be filed and recorded at O.R. Book 34, Page  
260, as amended in O.R. Book 35, Page 571 as amended in O.R. Book 36, Page 34, as amended in  
O.R. Book 36, Page 663, as amended in O.R. Book 53, Page 462, as amended in O.R. Book 76, Page  
263, as amended in O.R. Book 81, Pages 560-576, as amended in O.R. Book 95, Pages 254-261, as  
amended in O.R. Book 100, Pages 9-14, as amended in O.R. Book 119, Pages 641-659, and in O.R.  
Book 218, Pages 594-599, of the Public Records of Flagler County, Florida, a Declaration of  
Restrictive Covenants and Easements (collectively, the "Declaration") setting forth uniform covenants  
and general development requirements as covenants running with the land described in the Declaration;  
and

WHEREAS, the Company as the owner of the lands described in Exhibit A, attached hereto,  
desires to subject the lands described in Exhibit A, attached hereto, be made subject to the same  
restrictive covenants and easements provided in the Declaration

NOW, THEREFORE, the Company hereby declares that from the date of recording this  
Supplemental Declaration in the Public Records of Flagler County, Florida, the real property described  
in Exhibit "A" hereto shall be held, transferred, sold, conveyed, and occupied subject to all of the  
covenants, restrictions, reservations, and easements of the Declaration, including any subsequent  
amendments to the Declaration.

IN WITNESS WHEREOF, ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation, has hereunto caused these presents to be signed on the day and year first above written.

Signed, sealed and delivered in the presence of:

Vickie S. Root  
Print Name: Vickie S. Root

Danielle M. Dahl  
Print Name: Danielle M. Dahl

ITT Community Development Corporation

By: Lawrence G. Martin  
Lawrence G. Martin, Exec. Vice President

Attest: Robert G. Cuff  
Robert G. Cuff, Secretary

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing Corrective Supplemental Declaration of Restrictive Covenants and Easements was acknowledged before me on the 11 day of February, 1997, by Lawrence G. Martin and Robert G. Cuff, as Executive Vice President and Secretary, respectively, of ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation, on behalf of the corporation. They are personally known to me and did not take an oath.

Danielle M. Dahl  
Notary Public, State of Florida



Danielle M. Dahl  
MY COMMISSION # CG562284 EXPIRES  
July 19, 2007  
BONDED THRU TROY FARM INSURANCE, INC.

I:\DMD\AMPL\TITLE\BAYSIDE.SUP

**OFF  
REC 0576 PAGE 0017**

**LEGAL DESCRIPTION:**

**LOTS 1 - 4 OF BAYSIDE PARCEL "C" SUBDIVISION, AS RECORDED IN MAP BOOK 30, PAGES 46 THROUGH 47, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; BEING AN AMENDED PLAT OF RESERVE PARCEL "C" OF THE SUBDIVISION MAP BELLE TERRE - SECTION 12, PALM COAST, AS RECORDED IN MAP BOOK 6, PAGE 75, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.**

**EXHIBIT "A"**

RT RAT  
This Document Prepared by:  
Robert G. Cuff  
1 Corporate Drive  
Palm Coast, FL 32151

Inst No: 97002681 Date: 02/19/1997  
SYD CROSBY, FLAGLER County  
By: M. Stevens D.C. Time: 10:43:11

**CORRECTIVE  
SUPPLEMENTAL DECLARATION  
OF  
RESTRICTIVE COVENANTS AND EASEMENTS**

OFF 0576 PAGE 0018  
REC  
Reserved for Recording Information

**THIS CORRECTIVE SUPPLEMENTAL  
DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS** made this 11 day of  
February, 1997, by ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation,  
hereinafter referred to as "Company", in order to correct the legal description attached to the  
Supplemental Declaration of Restrictive Covenants and Easements which was recorded on August 3,  
1995 in Official Records Book 537, Pages 156-158, of the Public Records of Flagler County, Florida.

WHEREAS, the Company originally caused to be filed and recorded at O.R. Book 34, Page  
561, as amended in O.R. Book 35, Page 571 as amended in O.R. Book 36, Page 45, as amended in  
O.R. Book 36, Page 673, as amended in O.R. Book 53, Page 465, as amended in O.R. Book 76, Page  
261, as amended in O.R. Book 81, Pages 560-576, as amended in O.R. Book 95, Pages 254-261, as  
amended in O.R. Book 100, Pages 9-14, as amended in O.R. Book 119, Pages 641-659, and in O.R.  
Book 218, Pages 594-599, of the Public Records of Flagler County, Florida, a Declaration of  
Restrictive Covenants and Easements (collectively, the "Declaration") setting forth uniform covenants  
and general development requirements as covenants running with the land described in the Declaration;  
and

WHEREAS, the Company as the owner of the lands described in Exhibit A, attached hereto,  
desires to subject the lands described in Exhibit A, attached hereto, be made subject to the same  
restrictive covenants and easements provided in the Declaration

NOW, THEREFORE, the Company hereby declares that from the date of recording this  
Supplemental Declaration in the Public Records of Flagler County, Florida, the real property described  
in Exhibit "A" hereto shall be held, transferred, sold, conveyed, and occupied subject to all of the  
covenants, restrictions, reservations, and easements of the Declaration, including any subsequent  
amendments to the Declaration.

OFF REC 0576 PAGE 0019

IN WITNESS WHEREOF, ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation, has hereunto caused these presents to be signed on the day and year first above written.

Signed, sealed and delivered in the presence of:

Vickie S. Root  
Print Name: Vickie S. Root

Danielle M. Dahl  
Print Name: Danielle M. Dahl

ITT Community Development Corporation

By: Lawrence G. Martin  
Lawrence G. Martin, Exec. Vice President

Attest: Robert G. Cuff  
Robert G. Cuff, Secretary

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing Corrective Supplemental Declaration of Restrictive Covenants and Easements was acknowledged before me on the 11 day of February, 1997, by Lawrence G. Martin and Robert G. Cuff, as Executive Vice President and Secretary, respectively, of ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation, on behalf of the corporation. They are personally known to me and did not take an oath.

Danielle M. Dahl  
Notary Public, State of Florida

1:MDMPLTILEBROOKSIDE.SUP



Danielle M. Dahl  
MY COMMISSION # 00582284 EXPIRES  
July 19, 2000  
BUNGER-THEFTITLE-FLORIDA-INSURANCE, INC.

OFF REC 0576 PAGE 0020

**LEGAL DESCRIPTION:**

**LOTS 1 - 4 OF BRESSLER PARCEL "H" SUBDIVISION, AS RECORDED IN MAP BOOK 30, PAGES 42 THROUGH 43, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; BEING AN AMENDED PLAT OF RESERVE PARCEL "H" OF THE SUBDIVISION MAP BELLE TERRE - SECTION 13, PALM COAST, AS RECORDED IN MAP BOOK 7, PAGE 5, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.**

**AND**

**LOTS 1 - 4 OF BROOKSIDE PARCEL "P" SUBDIVISION, AS RECORDED IN MAP BOOK 30, PAGES 44 THROUGH 45, OF THE PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA; BEING AN AMENDED PLAT OF RESERVE PARCEL "P" OF THE SUBDIVISION MAP BELLE TERRE - SECTION 13, PALM COAST, AS RECORDED IN MAP BOOK 7, PAGE 10, PUBLIC RECORDS OF FLAGLER COUNTY, FLORIDA.**

**EXHIBIT "A"**



Record & Return To:  
CECILE EVANS RIDER  
Rogers, Towers, Bailey, Jones & Bay  
1301 Riverplace Boulevard, Suite 1500  
Jacksonville, Florida 32207

DOC NO: 99001648 DATE: 1/26/1999  
SYD CROSBY, FLAGLER COUNTY  
BY: M. Sterens D.C. 3:29

**AMENDMENT AND RESCISSION TO  
RESTRICTIVE COVENANTS AND EASEMENTS**

DOC NO: 99001648 DATE: 1/26/1999  
OFF REC: 641 PAGE: 1034

This Amendment and Rescission to Restrictive Covenants and Easements is made this 31<sup>st</sup> day of January, 1999, by ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation (hereinafter referred to as the "Company").

WHEREAS, the Company originally caused to be filed a Declaration of Restrictive Covenants and Easements recorded in Official Records Book 47, Page 275, et. seq., and as amended by Amendment to Restrictive Covenants and Easements in Official Records Book 119, Page 620, et. seq. (collectively, the "Declaration") public records of Flagler County, Florida;

WHEREAS, the Company reserved in the Declaration the right to amend, modify or rescind the Declaration if the Company, in its sole discretion, deemed the same to be necessary and desirable so long as such amendment did not in the Company's opinion, substantially change the character, nature or general scheme of the subdivision;

WHEREAS, the Declaration currently subjects the real property more particularly described on Exhibit "A" attached hereto (the "Property") contained on the Plat of Easthampton Section 34, Seminole Woods at Palm Coast, as recorded in Map Book 11, Pages 30-49 in the public records of Flagler County, Florida (the "Subdivision") to the general development standards and uniform residential covenants of the Declaration which run with the land;

WHEREAS, the Declaration provides that use of the Property is for residential purposes only;

WHEREAS, title to the Property is vested in Palm Coast Utility Corporation ("PCUC") and the Property is used for the benefit of the Subdivision in connection with the provision of water and sewer service and not for residential purposes;

WHEREAS, the Company has determined, in its sole discretion, that it is necessary and desirable for PCUC to operate a pump station upon the Property in connection with the provision of water and sewer services;

WHEREAS, the Company desires to further amend and rescind the Declaration to provide for the preservation of the water and sewer service, values and amenities thus established or to be established;

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the Company hereby amends and rescinds the Declaration as follows:


1. The Company hereby releases the Property from the operation of the provisions of the Declaration, so long as the Property is used for utility purposes, including, without limitation, its current use as a pump station.

2. Upon the permanent cessation of the use of the Property for utility purposes, the provisions of the Declaration shall be automatically be reimposed as to the Property and the Property shall be subject to the Declaration in its entirety, including, without limitation, the use of the Property solely for residential purposes.

3. Notwithstanding paragraphs 1 and 2 above, the provisions of paragraph 7, the easement provisions of paragraph 10, the provisions of paragraph 11 concerning the community-wide benefit program and the provisions of paragraph 12 as set forth in Amendment to Restrictive Covenants and Easements recorded in Official Records Book 119, Page 620, as amended, shall continue always to apply to the Property.


IN WITNESS WHEREOF, ITT Community Development Corporation, a Delaware corporation, has executed this Amendment in its corporate name and its corporate seal has been affixed on the date set forth above.

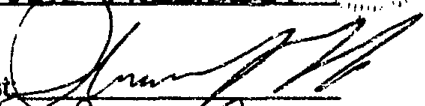
Signed, sealed and delivered  
In the presence of:

  
Name: STERLING D. GILET

  
Name: VICTORIA P. GARD

ITT COMMUNITY DEVELOPMENT  
CORPORATION, a Delaware corporation

By:   
Name: CHARLES J. CALLAN  
Title: VICE PRESIDENT

Attest:   
Name: ROBERT G. CUFF  
Its Secretary

STATE OF FLORIDA  
COUNTY OF FLASLER

The foregoing instrument was acknowledged before me this 21<sup>st</sup> day of January 1999, by CHARLES J. CALHA as VICE PRESIDENT, and ROBERT G. CURT as Secretary, respectively, of ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation, each who is personally known to me or has produced \_\_\_\_\_ as identification.

Victoria P. Gard  
Notary Public, State of \_\_\_\_\_  
Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
My Commission Number is: \_\_\_\_\_



Victoria P. Gard  
MY COMMISSION & COSSCOB EXPIRES  
June 1, 2000  
BONDED THIRD TRUST FARM INSURANCE, INC.

Exhibit "A"

Legal Description

PARCEL RP 0074:

Being all that portion of Lot 7, Block 54, Section 34, at Palm Coast, as recorded in Map Book 11, page 34, Public Records of Flagler County, Florida.

H:\USER\KEWPCUG\LEGAL\J15

RETURN TO  
ITT

This Document Prepared by:  
Robert G. Cuff  
1 Corporate Drive  
Palm Coast, FL 32151

Inst No: 99026744 Date: 11/04/1999  
SYD CROSSBY, FLAGLER County  
By: William S. D.C. Time: 16:26:12  
OFF REC 0673 PAGE 1389

**DECLARATION OF RESTRICTIVE COVENANTS  
AND EASEMENTS**

**THIS DECLARATION OF RESTRICTIVE  
COVENANTS AND EASEMENTS** is made this 20<sup>th</sup> day of  
DECEMBER, 1999, by ITT COMMUNITY DEVELOPMENT  
CORPORATION and ITT LAND CORPORATION, both  
Delaware Corporations, each with offices at 1 Corporate  
Drive, Palm Coast, Florida 32151 (hereinafter referred to as  
the "Company").

Reserved for Recording Information

WHEREAS, the Company originally caused to be filed certain Restrictive Covenants and Easements on the land subdivided as shown on the plat recorded at Map Book 6, Pages 68 through 72, as amended by instrument recorded in Official Records Book 35, at Page 528, of the Public Records of Flagler County, Florida (hereinafter referred to as the "Plat"), which Restrictive Covenants and Easements were recorded at Official Records Book 34, Pages 273 through 285, of the Public Records of Flagler County, Florida; and

WHEREAS, the Company has subsequently amended the above referenced Restrictive Covenants and Easements, pursuant to the authority retained by the Company in the Restrictive Covenants and Easements by amendments recorded in Official Records Book 35, Page 571, in Official Records Book 36, Pages 67 through 77, in Official Records Book 36, Pages 693 through 702, in Official Records Book 53, Page 471 through 473, in Official Records Book 76, Pages 257 through 258, in Official Records Book 81, Pages 560 through 576, in Official Records Book 95, Pages 254 through 261, in Official Records Book 100, Pages 9 through 14, in Official Records Book 119, Pages 620 through 640, and in Official Records Book 218, Pages 594 through 599, all of the Public Records of Flagler County, Florida.

WHEREAS, the Restrictive Covenants and Easements, as amended, specifically do not apply to the real property described in Exhibit A attached hereto and made a part hereof; and

WHEREAS, the Company, as owner of the real property described in Exhibit A wishes to apply the terms of the Covenants and Easements, as amended, to that real property;

NOW, THEREFORE, the Company hereby declares that the real property described in Exhibit A attached hereto and made a part hereof, shall be held, sold, conveyed, transferred and occupied subject to:

(1) the covenants, restrictions, reservations and easements set forth in those Covenants and Easements recorded in Official Records Book, and all future amendments to such Restrictive Covenants and Easements recorded in the Public Records of Flagler County, Florida, as if the terms and conditions of such Restrictive Covenants and Easements were set forth in full in this Declaration recorded in Official Records Book 34, Pages 273 through 285, and amended by amendments recorded

in Official Records Book 35, Page 571, in Official Records Book 36, Pages 67 through 77, in Official Records Book 36, Pages 693 through 702, in Official Records Book 53, Page 471 through 473, in Official Records Book 76, Pages 257 through 258, in Official Records Book 81, Pages 560 through 576, in Official Records Book 95, Pages 254 through 261, in Official Records Book 100, Pages 9 through 14, in Official Records Book 119, Pages 620 through 640, and in Official Records Book 218, Pages 594 through 599, all of the Public Records of Flagler County, Florida

(2) the condition that the property be maintained as open space and that no structure of any type be constructed or maintained on the property. Grantee may landscape the property in accordance with plans submitted to and approved in accordance with the applicable Covenants referenced in Paragraph 1 above, prior to any landscaping being performed, and in strict compliance with all applicable governmental laws and regulations.

IN WITNESS WHEREOF, ITT COMMUNITY DEVELOPMENT CORPORATION and ITT LAND CORPORATION have caused this Declaration of Restrictive Covenants and Easements to be signed in its name by its officers and its corporate seal affixed hereto.

## ITT COMMUNITY DEVELOPMENT CORPORATION

By: 

James E. Gardner, President

Attest: 

Robert G. Cuff, Secretary

## ITT LAND CORPORATION

By: 

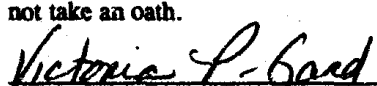
James E. Gardner, President

Attest: 

Robert G. Cuff, Secretary

STATE OF FLORIDA )  
COUNTY OF FLAGLER )

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of OCTOBER 1999, by James E. Gardner, the President of ITT Community Development Corporation and President of ITT Land Corporation and Robert G. Cuff, the Secretary of ITT Community Development Corporation and ITT Land Corporation, on behalf of the corporations. They are personally known to me and did not take an oath.

  
Victoria P. Gard

Notary Public, State of Florida

My Commission Expires:



Victoria P. Gard  
MY COMMISSION # 0033028 EXPIRES  
June 1, 2000  
BONDED THRU TROY FARM INSURANCE, INC.

The following Legal Description prepared by Clyde W. Roesch, Palm Coast Engineering and Design Services, Inc. 1 Corporate Drive, Palm Coast, Florida.

Date; September 2, 1999.

Additional lands to owner of Lot 14, Block 2, Country Club Cove Section-15, address 12, Cayuga Court.

**DESCRIPTION:**

A parcel of land being a portion of Government Section 30, Township 10 South, Range 31 East, Flagler County, Florida, being more particularly described as follows;

A POINT OF BEGINNING being the southwest corner of Lot 14, Block 2, of the Subdivision Plat Country Club Cove Section-15, Palm Coast, recorded in Map Book 6, Pages 68 through 72, thence South 64°06'03" East along said plat boundary a distance of 89.49 feet, thence departing said boundary South 25°53'57" West a distance of 140.00 feet, thence North 47°19'25" West a distance of 90.00 feet, thence North 19°06'39" East a distance of 100.00 feet, thence North 45°58'01" West a distance of 130.00 feet, thence North 42°20'06" East a distance of 90.00 feet, thence North 69°49'09" West a distance of 158.00 feet, thence North 09°30'40" West a distance of 72.00 feet, thence South 64°06'03" East a distance of 245.00 feet to the northwest corner of Lot 14, thence South 25°53'57" West along the boundary of Lot 14, a distance of 94.49 feet, thence South 19°06'03" East along said boundary of Lot 14, a distance of 85.58 feet to the POINT OF BEGINNING.

The above description being accompanied by an attached drawing titled "SKETCH OF LEGAL DESCRIPTION".

Parcel containing 0.7108 acres more or less.

Bearings refer to the Transverse Mercator Grid System of the East Zone of Florida and locally referenced to the Plat Country Club Cove Section-15, Palm Coast, recorded in Map Book 6, Pages 68 through 72, Flagler County, Florida.

100



PARCEL LYING WITHIN GOVERNMENT SECTION 30,  
TOWNSHIP 10 SOUTH, RANGE 31 EAST,  
FLAGLER COUNTY, FLORIDA.  
EXHIBIT "A" SHEET 2 OF 2

Non-Order Search:  
**673-1389 REC ALL**



1 REPORT  
This Instrument Prepared by/Retired to:  
I GAIL KNABER, ESQ.  
GREENBURG, TRAUER, HOFFMAN  
LIPOFF, ROSEN & DILINKI, P.A.  
111 N ORANGE AVE Suite 825  
ORLANDO, FL 32801

Inst No: 96003215 Date: 03/04/1996  
SYD CROSBY, FLAGLER County  
By: *[Signature]* D.C. Time: 17:02

**IRREVOCABLE PROXY**

OFF REC 0550 PAGE 1705

THIS IRREVOCABLE PROXY (this "Proxy") is made and entered into as of the 1st day of March, 1996, by ITT COMMUNITY DEVELOPMENT CORPORATION, a Delaware corporation ("Grantor"), in favor of COMMONWEALTH PALM COAST CORPORATION, a Pennsylvania corporation ("Grantee").

**RECITALS:**

A. Grantor, by Declaration dated March 1, 1973 and recorded March 2, 1973 in the Official Records of Flagler County, Florida in book 47 at pages 295 through 304, caused certain uniform restrictive covenants to be imposed upon the use of each and every residential lot in the real property shown on the subdivision plat recorded in the Public Records of Flagler County, Florida at Map Book 13, Pages 1-29, et seq. and designated Palm Coast Park, Section 37, Palm Coast ("Section 37, Palm Coast").

B. For purposes of this Proxy, the "Declaration" shall mean the foregoing Declaration, as the same heretofore has been amended and as the same, from time to time, hereafter may be amended, restated or supplemented.

C. Pursuant to the terms of the Declaration, every record owner of a fee simple undivided interest in any lot in Section 37, Palm Coast, automatically is a member of a Community Association, a non-profit corporation organized for the purposes set forth in the Declaration.

D. Lakeview Community Association, Inc., a not for profit Florida corporation ("Lakeview Community Association, Inc."), was incorporated on April 11, 1973, remains in existence as of the date hereof and is the Community Association authorized under the Declaration.

E. As the owner of the fee simple undivided interest of multiple lots in Section 37, Palm Coast, Grantor has membership voting rights accruing to it under the Certificate of Incorporation and bylaws of Lakeview Community Association, Inc. and the Declaration.

F. In connection with the closing of the transactions contemplated in that certain Asset Sale Agreement, dated of even date herewith, by and between Grantor, ITT Land Corporation, Sunsport Recreation, Inc. and Commonwealth Palm Coast Corporation and its assigns (the "Asset Sale Agreement"), and as a condition to such closing, Grantor has agreed to grant to Grantee an irrevocable proxy granting to Grantee the sole and exclusive right to exercise certain of Grantor's membership rights in respect of Lakeview Community Association, Inc.

PTT-F:\DOCS\MISC\CORP\209809 1:31/96 (4 01pm)

OFF  
REC 0550 PAGE 1706

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which hereby are acknowledged, Grantor, intending to be legally bound hereby, agrees as follows:

1. Incorporation of Recitals. The foregoing Recitals hereby are incorporated herein.
2. Irrevocable Proxy. From and after the date of this Proxy, Grantee irrevocably shall be solely entitled to exercise any and all of Grantor's rights as a member of Lakeview Community Association, Inc. in respect of any covenants in the Declaration, or any actions of Lakeview Community Association, Inc. relating in any way to (i) the golf course known as Matanzas Wood Golf Club (the "Golf Course"); (ii) the existence or dissolution of Lakeview Community Association, Inc., or (iii) the termination of the Declaration or any amendment thereto which may materially and adversely affect the benefits accruing to the Golf Course under the Declaration.  
  
Grantor expressly agrees that this Proxy is intended to meet the requirements of the Florida Not For Profit Corporation Act, as amended and in effect as of the date of this Proxy, and that the proxy granted herein is coupled with an interest. Grantor hereby agrees that it shall not revoke, attempt to revoke or institute any legal proceedings for the purpose of attempting to revoke the proxy granted herein. All legal expenses incurred by Grantee to prevent an effort by Grantor to revoke the proxy granted herein will be paid by Grantor.
3. Subsequent Bulk Purchases. Grantor hereby acknowledges and agrees that, with respect to any lot in Section 37, Palm Coast, the proxy granted herein shall survive any transfer of such lot by Grantor or any successor owner thereof to a Bulk Purchaser. Upon conveyance of a lot or lots to a successor owner who is not a Bulk Purchaser, the proxy granted herein shall automatically terminate as to such lot(s). As used in this proxy, the term Bulk Purchaser shall mean any grantee of Grantor or any successor owner who purchases more than fifty (50) lots in Section 37 in either a single or series of transactions.
4. Successors and Assigns. The covenants and agreements contained in this Proxy shall inure to the benefit of Grantor, its successors and assigns, and shall be binding upon Grantor and its successors and assigns.
5. Application Law. This Proxy shall be governed and controlled as to validity, enforcement, interpretation, construction, effect and in all other respects by the internal laws of the State of Florida, without giving effect to its conflicts of law provisions.

OFF  
REC 0550 PAGE 1707

IN WITNESS WHEREOF, Grantor has duly executed this Proxy as of the day and  
year first above written.

ATTEST:

By: Its: SECRETARY Robert G. Guff  
(Corporate Seal)ITT COMMUNITY DEVELOPMENT  
CORPORATIONBy: Its: EXEC VICE PRESIDENT  
LAWRENCE B. MARTIN

OFF  
REC 0550 PAGE 1708

STATE OF FLORIDA  
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of MARCH, 1996  
by Lawrence G. Martin and Robert G. Cuff, Vice President  
and Secretary respectively, of I.T.T. Community Development Corporation,  
a Delaware corporation, on behalf of the corporation. They are personally  
known to me and did not take an oath.



Notary Public, State of Florida  
DLRAN A. REGISTER  
My Comm. Exp. Jan. 15, 1997  
Comm. No. CC 251385

Debra K. Register  
NOTARY PUBLIC, STATE OF FLORIDA  
My Commission Expires:

FlaglerCounty.com