

DECLARATION OF COVENANTS AND RESTRICTIONS  
SPANISH WATERS SUBDIVISION  
VOLUSIA COUNTY, FLORIDA  
AND  
NOTICE OF PROVISIONS OF  
SPANISH WATERS HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION, made this \_\_\_\_\_ day of \_\_\_\_\_, 1990,  
by SINGLETARY & MERRELL, a Florida General Partnership, with its  
principal place of business at 9 Circle Oaks Trail, Ormond Beach,  
Volusia County, Florida, (hereinafter sometimes referred to as the  
"Developer").

- W I T N E S S E T H -

WHEREAS, the Developer is the record owner in fee simple  
absolute of certain real property located in Volusia County,  
Florida, and more particularly described in the "Schedule of Legal  
Description" which is attached hereto as Exhibit "A" and made a  
part hereof; and,

WHEREAS, in accordance with the applicable provisions of State  
law and local ordinance, the Developer caused the above described  
real property to be subdivided into platted subdivisions known as  
Spanish Waters Subdivision, (hereinafter "the subdivision") and  
subdivision plats thereof duly filed in the Office of the Clerk of  
the Circuit Court, Volusia County, Florida, on \_\_\_\_\_, 1990,  
and recorded in Map Book \_\_\_\_\_, Pages \_\_\_\_\_ of the Public Records of  
Volusia County, Florida; and,

WHEREAS, it is the intention of the Developer to develop the  
subdivision as high quality residential dwellings, with common  
areas as shown on the above referenced plat; and,

WHEREAS, there is a need to specify, make and improve  
covenants and to provide for an effective administration of the  
common areas in the subdivision; and,

WHEREAS, the developer has caused to be incorporated in  
Florida a non-profit corporation known as Spanish Waters a  
Homeowners Association, Inc. which has been formed to manage the  
common areas, collect assessments, and generally provide for the  
orderly enjoyment of the subdivision;

NOW, THEREFORE, this Declaration is made, filed and recorded

by the Developer so that from the effective date hereof, the real property described in the Schedule of Legal Description which is attached hereto as Exhibit "A", is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied, and used subject to the restrictions, conditions, easements, charges, burdens, assessments, affirmative obligations, and liens (all hereinafter sometimes referred to as the "covenants") hereinafter set forth. This Declaration shall become effective on the date and at the time it is filed and recorded in the Public Records of Volusia County, Florida.

## ARTICLE I

### DEFINITIONS AND DESCRIPTION OF PROPERTY

Section 1.1 Definitions. The following words and terms when used in this Declaration and any supplemental declaration, unless the context shall clearly indicate otherwise, shall have the following meanings:

a) "Association" shall mean and refer to Spanish Waters Homeowners Association, Inc., a Florida corporation not for profit, and its successors and assigns, the memberships of which will be owners of single family residential "lots" in the subdivision.

b) "Developer" shall mean and refer to Singletary & Merrell, a Florida general partnership, its successors and assigns.

c) "Lot" shall mean any parcel of land located within the subdivision, which is intended for use as a site for a single family residential dwelling. A parcel of land shall be deemed to be unimproved until the improvements being constructed thereon are substantially complete or are subject to ad valorem tax as improved property.

d) "Lot Owner" shall mean all record title holders of a lot.

e) "Dwelling Unit" shall mean one residential building constructed primarily for use as a one family residential dwelling.

f) "Subdivision" shall mean any unit of the subdivision, recorded in the Public Records of Volusia County, Florida.

g) "Recreational vehicle" shall mean any coach, motor coach or other such vehicle containing sleeping, and/or cooking, and/or kitchen or food preparation facilities.

Section 1.2 Property subject to Covenants and Restrictions.

The property subject to the Declaration of Covenants and Restrictions is that property described in the Schedule of Legal Description which is attached hereto as Exhibit "A".

ARTICLE II

RESTRICTIVE COVENANTS

Section 2.1 No lot shall be used for any purpose other than a one family dwelling having a roofed living area of not less than 1,800 sq. ft. plus an enclosed two car garage and grounds. The areas included within the lot line of each individual lot, but not included within the dwelling unit constructed on such lot, such areas being referred to as "grounds", shall be used for normal and customary yard purposes and shall comply with Volusia County ordinance requiring twenty percent (20%) thereof to be left in its natural vegetative state. As to all Lots except Lots 1, 22, 23, 24 & 25, a fifteen (15) foot wide strip paralleling and abutting the rear lot line of such lot shall be left in its natural vegetative state and such strip shall be included within and be a part of such twenty (20%) percent. No separate boathouse, carport, or other structure may be erected to store any vehicle, trailer, boat, or boat trailer or other prohibited vehicle.

Section 2.2.1 All owners shall keep their grounds mowed and maintained, free of disease, bugs, and in a presentable condition, and shall not permit any unsightly growth, weeds or underbrush on their grounds. If an owner shall fail to maintain his grounds herein required, the Developer or the Association, shall have the power to correct such omission and assess the cost thereof to such owner and impose a lien against the lot and improvements, if any, for the purpose of enforcing payment of such cost against the lot owner; all in accordance with and subject to the provisions of Section 4.8 through 4.12 inclusive. The Association shall have the right to adopt rules and regulations to enforce this provision.

Section 2.2.2 All lot owners shall construct and install or cause to be constructed and installed in front of each lot described herein a sidewalk per Volusia County specifications and location within twenty (20) months from and including date of closing/purchase of the lot(s) or prior to August 1, 1992, whichever date shall first occur. Should a lot owner fail to comply with this requirement Developer or Association shall have the power and authority to construct and install such sidewalk(s) at its expense and to impose a lien against the lot owner in the amount of such expense together with interest hereon at 18% per annum and enforce such lien in accordance with and subject to the provisions of Sections 4.8 through 4.12 inclusive, below.

Section 2.3 In order to maintain and preserve the peace and tranquility of the neighborhood, the Association shall have the right to adopt reasonable rules and regulations regarding the keeping of dogs, cats, or other domesticated household pets and specifically shall have the right (i) to require such animals to be leashed; (ii) to prohibit such animals from roaming at large beyond the confines of their owners' property; (iii) to require that owners keep their pets from making noises as to disturb others; and (iv) to adopt such other rules and regulations as may seem necessary or required to carry out the purposes of this restriction.

Section 2.4 No livestock, poultry, or animals of any kind or size shall be raised, bred, or kept on any lot; provided, however, that dogs, cats, or other domesticated household pets may be raised and kept provided such pets are not kept, bred or maintained for any commercial purposes, and further provided that such animals shall not become a nuisance to neighbors.

Section 2.5 No sign of any kind shall be erected, permitted to remain on or displayed to public view on or from any lot, except sign giving the name of the occupant of the residence located on said lot or sign advertising the premises for sale or rent.

Section 2.6 No noxious or offensive activity shall be carried on or suffered to exist on any lot that may be or may

become an annoyance or private or public nuisance.

Section 2.7 No lot or common area shall be used for dumping or discharge of rubbish, trash, garbage, or other solid waste material. All lots shall be kept free of the accumulation of rubbish, trash, garbage, other solid waste materials and all unsightly weeds and underbrush. All incinerators or other equipment used for the collection, storage or disposal of solid waste materials shall be kept in a clean and sanitary condition. The use of any incinerators or similar equipment or facilities shall be in accordance with applicable state and county environmental laws and ordinances.

Section 2.8 Restrictions regarding the fence, wall, hedge or shrub planting or corner lots at intersections shall be as required by the provision of the Zoning Ordinance of the County of Volusia.

Section 2.9 No discharge, overflow, or accumulation of sewage effluent from any septic tank, drain field, mobile home storage tank, or other similar container shall be permitted to exist on any lot. Sewer service to each lot shall be provided.

Section 2.9.1 Recreational vehicles, boat and boat trailer, boat alone, or trailer alone shall not be parked or stored or otherwise permitted to remain on any lot except for a period of time not to exceed twenty four (24) consecutive hours. The purpose for the exception is to allow the owners of such vehicles, trailers, or boats to load and/or unload after trips and/or outings. Any recreational vehicle, boat alone, trailer alone, or boat and boat trailer which can be permanently housed in an attached garage, with the garage door closed is permitted. No discharge of any waste or other material shall be permitted from a recreational vehicle while it is located within the Subdivision. Abuse of this restriction may be reported by any resident to the Board of Directors who may initiate corrective action with the offending party(ies).

## ARTICLE III

### ASSOCIATION

Section 3.0 To effectively and efficiently provide for the administration of the common areas by the owners of lots or dwelling units in the Subdivision, a non-profit corporation known and designated as "Spanish Waters Homeowners Association, Inc.", a non-profit Florida corporation has been created. The Association shall operate, maintain and manage the common areas, shall assist in the enforcement of the restrictions and covenants contained herein, and shall undertake and perform all acts and duties necessary and incident to such duties, all in accordance with the provisions of this Declaration and the Articles of Incorporation and By-Laws of said Association. True and complete copies of the Certificate of Incorporation and By-Laws of the Association are annexed hereto as Exhibits "B" and "C", respectively, and such documents are expressly made a part hereof.

Section 3.2 The owner of each lot within the Subdivision, shall automatically become a member of the Association upon his or her acquisition of and ownership interest in title to any lot or dwelling unit. The membership of such owner shall terminate automatically at the time that such person divests himself or is divested of such ownership interest or title to such lot or dwelling unit, regardless of the means by which such ownership may have been divested.

Section 3.3 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 whether by foreclosure or by voluntary conveyance from its mortgagor or his successor or assign.

Section 3.4 In the administration, operation and management of the common areas and the enforcement of these covenants and restrictions, the Association shall have and is hereby 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 use and enjoyment of the common areas 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.

#### ARTICLE IV

##### COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 4.1 Creation of Lien and Personal Obligation. The Developer covenants, and each owner or tenant of each and every lot or dwelling unit shall by acceptance of a deed or other instrument of conveyance therefore, whether or not it shall be so expressed in any such deed or instrument, be deemed to covenant and agree to all the terms, this Declaration and to promptly pay to the Association or its successors or assigns the following:

- (a) All annual assessments or charges, and
- (b) All special assessments or charges for the purposes set forth in Section 4.2 of this Article, such assessments or charges shall be fixed, established, levied, and collected from time to time as hereinafter provided. The annual and special assessments (together with such interest thereon and the cost of collection including reasonable attorneys' fees, both at trial and on appeal, as hereinafter provided) shall be a charge and continuing lien on the real property and improvements thereon against which such assessment is made, whether or not claim of lien is filed. Each such assessment (together with such interest thereon and the cost of collection including reasonable attorneys' fees as above established shall also be the personal obligation of the person who was the "owner" of such real property at the time when the assessment first became due and payable, and also the joint and several personal obligation of any subsequent grantees

who take title without first obtaining a letter from the Association as herein provided, that there are not outstanding assessments against the lot being purchased. In the case of co-ownership or co-tenancy of a lot or dwelling unit each owner or tenant shall be jointly and severally liable for the entire amount of the assessment and the aforesaid interest, collection costs, and attorneys' fees. Prospective purchasers are hereby notified of the possible charge against the property in the Subdivision, and are directed to Section 4.5 hereinbelow.

Section 4.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the improvement, maintenance, enhancement, enlargement, and operation of the Common Areas and Properties and to provide services which the Association is authorized to provide including, but not limited to the payment of taxes, governmental assessments and insurance thereon, construction of improvements, repair, replacement, and to acquire additions to the Common Areas and Properties, payment of the cost to acquire labor, services including professional services of attorneys and accountant, etc., equipment, materials, management, and the supervision, necessary to carry out the authorized functions of the Association, and for the payment of principal, interest and other charges connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized functions, including the payment of mortgages covering the Common Area and Property at the time of conveyance to the Association. In addition, the Association must keep in force liability insurance on the Common Area in amounts determined by the Board of Directors to be reasonable and necessary. No initiation fee may be charged to members of the Association as a pre-condition to use of such facilities. The Association shall not be bound in setting assessments in subsequent years by the amount of the assessments set in earlier years. Notwithstanding any of the provisions of this Article, in no event shall the assessments and other revenue collected by the Association exceed its expenses and reasonable reserves to an



extent which would violate the Association's non-profit status.

Section 4.3 The initial regular annual assessment is hereby set at the rate of twenty (\$20.00) dollars per lot. The Developer guarantees that this initial annual assessment shall not exceed \$20.00 and will remain in effect until 75 percent of the lots in the Subdivision, are sold or when turnover of control of the Homeowners Association is completed, but in no event, no later than December 31, 1990. Thereafter, regular annual assessments shall be determined at any regular meeting of the directors of the Association. The regular assessment may be increased beyond that set at the annual meeting upon approval of two-thirds of the membership in attendance at any regular or special meeting of the Association, but only after notice of the recommendation is given to all members at least ten (10) days prior to the date of said meeting; provided, however, that nothing herein shall be construed to preclude the Board of Directors of the Association from fixing and levying an emergency assessment not to exceed one month's regular assessment, which emergency assessment may be levied without notice to the membership and without the holding of any special or regular meeting of said membership of the Association.

Anything in the preceding paragraph to the contrary notwithstanding, a Purchaser from the Developer of a unit lot shall not be obligated to pay the regular annual assessment until the earlier of one year from the date of his purchase, or the first month following the issuance of a building permit to construct a residence on said lot. The Developer shall not be obligated to pay any assessments on any unimproved (vacant) lots or lands which it may own. However, should the Developer construct any dwelling units, it shall be liable for the monthly and other assessments upon the issuance of a certificate of occupancy for the dwelling unit. Real property taxes for the year 1990 shall be paid by Developer.

Section 4.4 Assessments which are not paid on or before the date the same shall become due shall be delinquent, and each delinquent assessment shall bear interest at eighteen percent (18%)

per annum until it is paid in full. In addition to the accrual of interest, when an assessment becomes delinquent in payment, the Association may file a claim of lien to perfect the lien for such assessment as against third persons, against the dwelling until and other property of the owner(s) who defaulted in the payment of such assessment. There shall be no exemption from the payment of any assessment or installment thereof by waiver of the use of the common areas by abandonment of the lot or dwelling unit, but extended absence from the Subdivision, or by or for any other reason, except as provided in paragraph 4.3.

Section 4.5 The Association, upon written request of any owner, shall furnish to a prospective purchaser or prospective mortgagee or other authorized person a statement of the current status of the assessments on such owner's lot or dwelling unit. When executed by the Treasurer of the Association, the statement shall be binding on the Association, and any purchaser or mortgagee may rely upon such statement as an accurate statement of the status of assessments.

Section 4.6 All revenue collected by the Association shall be segregated, held and used as the separate property of the Association, and such revenue may be applied by the Association, at the discretion of the Board of Directors, towards the payment of any expenses of operation and maintenance of the common areas. Revenue collected by the Association from an owner of a lot may be co-mingled with monies collected from other lot owners.

Section 4.7 Although all funds and other assets of the Association, and any profits derived therefrom, shall be held for the benefit of the members of the Association, no member of said Association shall have the right to assign, encumber, hypothecate, pledge, or in any manner transfer his membership or interest in or to said funds and assets, except as an appurtenance to his lot or dwelling unit. When an owner of a lot or dwelling unit shall cease to be a member of the Association by reason of the divestment by him of his ownership of said lot or dwelling unit, by whatever means that occurs, the Association shall not be required to account

to said owner for any share of the funds or assets of the Association.

Section 4.8 In the event that any institutional first mortgagee (defined as any chartered Bank or Savings and Loan Association) shall acquire title to any lot or dwelling unit by virtue of any foreclosure or judicial sale, or in the event any such institutional first mortgagee shall acquire title by deed from the mortgagor or his personal representative, successors or assigns, then such institutional first mortgagee who acquired title shall not be liable or obligated for the payment of any assessment or assessments which are in default and delinquent at the time they have acquired such title, except a pro-rate share as follows: In the event of the acquisition of title as aforesaid, any assessment or assessments as to which the party so acquiring title shall not be fully liable, shall be absorbed and paid by all the owners of all of the lots and dwelling units as an expense to the Association; provided, however, that nothing contained herein nor any action taken by said owners shall be construed to constitute a release or waiver of liability against the owner who was liable for such delinquent assessments or the enforcement of collection of such payment by means other than foreclosure. In the event that any person, firm, corporation, other business entity, or institutional first mortgagee shall acquire title to any lot or dwelling unit and its appurtenant interest in the Association by virtue of any foreclosure or judicial sale, the party so acquiring title shall be liable and obligated for such assessments as may accrue and become due and payable with respect to said dwelling unit and the common areas subsequent to the date of acquisition of such title.

Section 4.9 Recognizing that proper management and operation of the common area and property (including improvements thereto) result in benefit to all members of the Association, the Association is hereby granted a lien upon all the real property with the Subdivision, (all present and future units), and the present and future interests of each member of the Association in

the common area and property and improvements thereto, to secure the prompt payment of each and all assessments made and levied in accordance with this Declaration, each owner shall be liable for, and this lien shall secure, the full amount of said assessment, and the costs and expenses, including attorney's fees at trial and on appeal which may be incurred by the Association in enforcing this lien or the provisions of this Declaration.

Section 4.10 The lien herein established may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. The lien granted herein shall also secure such payment of or advances for taxes and payments on superior mortgages, liens, or encumbrances which may be required to be advanced by the Association in order to protect its interests, and the Association shall be entitled to interest computed on the basis of advances made from time to time at the highest legal rate of interest on all such advances.

Section 4.11 All persons, firms, corporations, and other business entities, which shall acquire, by whatever means, any interest in the ownership of any lot or dwelling unit, or who may be given or who may acquire a mortgage, lien or other encumbrance of a lot or dwelling unit are hereby placed on notice of the lien rights granted to the Association under this Declaration, and all of such persons, firms, corporations, and other business entities shall acquire their rights, title and interest in and to said lot or dwelling unit expressly subject to the lien rights provided herein.

Section 4.12 The lien created pursuant to this Declaration shall be perfected by the recording in the official public records of Volusia County, Florida, of a "claim of lien" stating the description of the property encumbered by the lien, the name of the record owner of the property, the amounts due and the date when the same became due. The lien shall continue in effect until all sums secured by the lien have been fully paid. The claim of lien may include assessments which are due and payable when the claim is made and recorded, plus interest, collection costs, attorney's

fees, and advances to pay taxes and prior encumbrances and interest thereon, all as provided herein. The claim of lien shall be signed and verified by the President or Vice President of the Association. When full payment of all sums secured by such lien is made, the claim of lien shall be satisfied of record by the President or Vice President of the Association. The claim of lien filed by the Association shall be subordinate to the lien or any mortgage or any claim of lien if the said mortgage or claim of lien is recorded prior to the Association's claim of lien, and shall likewise be subordinate to any lien filed by the Spanish Waters Homeowners Association, Inc. pursuant to prior restrictions.

#### ARTICLE V

##### AMENDMENT TERMINATION AND ENFORCEMENT

Section 5.1 The Developer hereby reserves for itself and its assigns the right to amend, modify or rescind such parts of these restrictions as it in its sole discretion deems necessary or desirable so long as it is (a) the sole owner of the property to which these restrictions apply, or in the alternative, (b) such amendment or modification does not substantially change the character, nature, or general scheme of development of the Subdivision. This right of amendment specifically includes without limitation the right to add more units to the property covered hereunder.

In addition to the rights of the Developer reserved in the preceding paragraph, seventy-five percent (75%) of the record owners of lots in the Subdivision, may amend or modify such provisions of this Declaration as they deem necessary or desirable except that the provision relating to the powers and duties of the Architectural Control Committee may not be amended for a period of 30 years without consent of Developer.

Section 5.2 These Covenants and Restrictions may be enforced by an action at law for damages, or a proceeding in equity for an injunction. All costs of enforcement, including reasonable attorneys' fees at trial and on appeal, shall be borne by the violating party.

ARTICLE VI

USE OF COMMON PROPERTY

Section 6.1 The common areas, as hereinabove specifically described, or hereafter designated by Developer, shall be, and the same are hereby declared to be, subject to (a) the developer's right to grant and convey utility easements; and (b) a perpetual non-exclusive easement in favor of all of the owners of lots and dwelling units lying within the Subdivision, as hereinabove described, for the use of such owners and the use of their immediate families, guests, lessees, invitees, and other similarly situated, for all proper and normal residential purposes, for the furnishing of services and facilities for which the same area reasonably intended, and for the quiet enjoyment of said owners. The Association is hereby required to maintain in force public liability insurance in an amount determined by its Board of Directors to be necessary and reasonable with respect to the common areas under its jurisdiction and control.

ARTICLE VII

COVENANTS AGAINST PARTITION  
AND  
SEPARATE TRANSFER OF COMMON AREA

It is recognized the full use and enjoyment of any lot or dwelling unit within the Subdivision is dependent upon the use and enjoyment of the common areas and the improvements made thereto, and that it is in the interests of all of the owners that the ownership of the common areas be retained by the Association. As such, there shall exist no right to transfer the owner's interest in the Association in any other manner than as an appurtenance to and in the same transaction with, a transfer of title to the lot or dwelling unit in the Subdivision, provided, however, that nothing herein shall: (a) preclude a conveyance by the Developer herein of any undivided interest in the common areas to the Association for the purpose of effectuating the intent of this Declaration; or (b) preclude a conveyance by the Developer herein of any utility easements across or upon the common areas.

ARTICLE VIII

COVENANTS TO RUN WITH LAND

The restrictions and burdens imposed by the provisions and covenants of this Declaration shall constitute covenants running with the said land, and each Declaration shall constitute an equitable servitude upon the heirs, personal representatives, successors and assigns of each owner, and the same shall likewise be binding upon the Developer and its successors and assigns. The Declaration shall be binding and in full force and effect for a period of 30 years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive 10 year periods, unless an instrument, signed by seventy-five percent (75%) of the then recorded owners of the lots in Spanish Waters Subdivision, is recorded containing an agreement of the said owners with respect to the alternation, change modification, or repeal, in whole or in part, of the provisions of this Declaration.

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

WITNESSES:

SINGLETARY & MERRELL

\_\_\_\_\_

By: \_\_\_\_\_  
General Partner

\_\_\_\_\_

By: \_\_\_\_\_  
General Partner

(CORP SEAL)

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1990, by C. W. Singletary, Jr. and Robert A. Merrell, Jr., all of the partners, of SINGLETARY AND MERRELL, a Florida General Partnership, on behalf of the Partnership.

[Notary Seal]

\_\_\_\_\_  
Notary Public, State of Florida

My commission expires:

cs/d/s.c&r

AMENDMENT, FIRST, TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
SPANISH WATERS SUBDIVISION  
VOLUSIA COUNTY, FLORIDA

THIS AMENDMENT, FIRST, to the Declaration of Covenants and Restrictions of Spanish Waters Subdivision, made this 8<sup>th</sup> day of October, 1990, by SINGLETARY & MERRELL, a Florida General Partnership, hereinafter referred to as Developer.

W I T N E S S E T H:

WHEREAS, Developer is the record owner in fee simple of the real property described in the Declaration of Covenants and Restrictions of Spanish Waters Subdivision as recorded in Official Record Book 3475 at Page 1781, Public Records of Volusia County, Florida; and,

WHEREAS, none of the lots, parcels or other portions of such real property have been conveyed to others; and Developer is the sole owner of the property to which these Covenants and Restrictions, as hereby amended, apply; and, such amendment or modification does not substantially change the character, nature, or general scheme of development of the Subdivision; and

WHEREAS, Article V of such Declaration of Covenants and Restrictions permit Developer to amend or modify such Covenants and Restrictions and Developer does hereby exercise such right;

NOW, THEREFORE, Developer, by this Amendment, First, does hereby modify and amend Article II, Section 2.9.1 as follows:

Section 2.9.1 Recreational vehicles, boat and boat trailer, boat alone, or trailer alone, excluding a height of 8 feet or a length of 25 feet or both, shall not be parked or stored or otherwise permitted to remain on any lot except for a period of time not to exceed twenty four (24) consecutive hours. The purpose for the exception is to allow the owners of such vehicles, trailers, or boats to load and/or unload after trips and/or outings. Any recreational vehicle, boat alone, trailer alone, or boat and boat trailer which is smaller than 8 ft. in height and 25 ft. in length shall be permanently housed in an attached garage, with the garage door closable or permanently parked behind a fenced or walled enclosure that is architecturally in balance and harmony

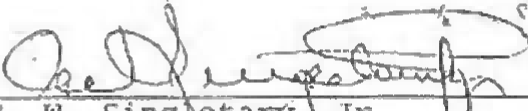


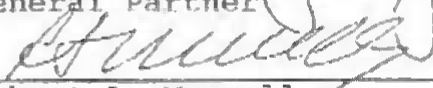
with the residential dwelling house and in compliance with applicable county building codes. No discharge of any waste or other material shall be permitted from a recreational vehicle while it is located within the Subdivision. Abuse of this restriction may be reported by any resident to the Board of Directors who may initiate corrective action with the offending party(ies).

All other provisions of the Declaration of Covenants and Restrictions aforesaid not in conflict with the foregoing Amendment, are hereby ratified, approved and remain in full force and effect.

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

SINGLETARY AND MERRELL

By   
C. W. Singletary, Jr.  
General Partner

By   
Robert A. Merrell  
General Partner

STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of October, 1990, by C. W. Singletary, Jr. and Robert A. Merrell, all of the partners of Singletary and Merrell, a Florida General Partnership, on behalf of the Partnership.

\_\_\_\_\_  
Notary Public State of Florida  
at Large

My Commission expires: