

DECLARATION OF COVENANTS AND RESTRICTIONS  
OF  
VILLAS OF LAKE MAMIE

OFFICE OF CLERK OF COURT  
VOLUSIA COUNTY, FLORIDA

28 10:50 AM '87

RECORDED  
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KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, The Trails, Inc., a Florida corporation, with its principal place of business in Volusia County, Florida hereinafter referred to as "Developer", is the owner of all Trails West Subdivision, Unit 8B, in Volusia County, Florida, per map in Map Book 38, Page 136, Public Records of Volusia County, Florida, hereinafter referred to as "Development" and intends to construct one dwelling unit on each of the lots hereof, such residence to be constructed in one and two story single family attached residences, and;

WHEREAS, the Developer desires to provide for the preservation of the values and amenities in the Development and for the maintenance of Common Areas and Structures, and to this end, desires to subject the said real property to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which are for the benefit of said real property and each Owner, and

WHEREAS, the Developer has deemed it desirable, for the efficient preservation of the values and amenities in the Development, that there be an agency to which will be delegated and assigned the powers of maintenance and administration of Common Areas, administering and enforcing the covenants and restrictions and charges hereinafter described, and

WHEREAS, there has been incorporated under the laws of the State of Florida, as a not-for-profit corporation, Villas of Lake Mamie Homeowners Association, Inc., hereinafter referred to as the "Association", for the purposes of exercising the functions aforesaid.

NOW, THEREFORE, the Developer declares that the real property described above is and shall be held, transferred, sold, conveyed, used and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth. This declaration shall become effective on the date of recording thereof among the Public Records of Volusia County, Florida.

ARTICLE I

PRIOR RESTRICTIONS

Section 1. Developer hereby acknowledges the existence and validity of the Declaration of Covenants and Restrictions of the Trails West Subdivision, dated October 14, 1980, recorded in Official Records Book 2219, Pages 0462 through 0491, Public Records of Volusia County, Florida, such Declaration being hereinafter referred to as "Overall Restrictions", which restrictions and covenants shall continue in full force and effect. However, the provisions and covenants shall not be applicable to the property shown as "common areas" located within Unit 8B - Lots 30 - 52 on the plat of Trails West Subdivision in Map Book 37, Pages 98 - 100, of the Public Records of Volusia County, Florida. Hereinafter said common areas are referred to as "Unit 8B Common Areas". The ownership, use, control, and regulations of Unit 8B common areas, shall be governed by this Declaration. The Trails, Inc., a Florida corporation, joins in the execution of this Declaration for the purpose of subjecting its mortgagees' interest to the terms of this Declaration.

Section 2. The owners of lots in Villas of Lake Mamie shall be required to comply with the Overall Restrictions and be a member of The Trails West Homeowners Association, Inc. paying assessments thereto as required, in addition to being a member of Villas of Lake Mamie Homeowners Association, Inc., and paying any

assessments thereto as required by this Declaration.

ARTICLE II

ASSOCIATION - MEMBERSHIP AND VOTING RIGHTS

Section 1. Villas of Lake Mamie Homeowners Association, Inc. shall serve as a homeowners association and provide a legal entity for the representation of the owners. The Articles of Incorporation and By-Laws of said Association are on file in the office of said association and shall be construed as part hereof by reference, as they may be amended from time to time. In the event of a dispute where the provisions of said Articles of Incorporation or By-Laws are or become relevant to any issue, a copy thereof certified by the Secretary of the Association as the current Articles of Incorporation and/or By-Laws thereof shall be deemed to be conclusive evidence of the accuracy thereof.

Section 2. All owners of lots in the Development shall, by virtue of such ownership, become a member of the Association and shall have all of the rights, power, obligations and duties of membership as provided herein, in the Articles of Incorporation and the By-Laws of the Association.

ARTICLE III

RESTRICTIVE COVENANTS

Section 1. The areas included within the lot line of each individual lot, but not included within the dwelling constructed on such lot, such areas being hereafter referred to as "grounds" shall be used for normal and customary yard purposes. No structure, including an addition to a dwelling, shall be constructed or placed on the grounds without the written approval of the Association, or except in accordance with regulations enacted by the Association. The term "structure" as used herein shall include, but is not limited to, swimming pools, fences, walls, bar-b-que pits, television or radio antennas, clotheslines, garages, sheds, outbuildings, porches, balconies, patios, recreation facilities such as basketball courts or goals, tennis courts, shuffleboard courts, and lawn decorative objects such as statues, tables, etc.

Section 2. The Association shall have legal title to the property shown as "Unit 8B Common Areas" on the Subdivision Plat, and shall be responsible for the operation, management and maintenance of the same. The Association shall have the duty and power to enact reasonable and uniform regulations governing the use of the common areas.

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

Section 4. All owners shall keep their interior yards mowed and maintained, free of disease, bugs, and in a presentable condition. If an owner shall fail to maintain his interior yard as herein required, the Association shall have the power to correct such omission and assess the cost thereof to such owner.

Section 5. Each owner of a lot agrees to maintain fire and extended coverage casualty insurance on the improvements on such lot, and agree to use the proceeds thereof to repay or replace any damage to or destruction of improvements within a reasonable time after such casualty.

Section 6. In order to maintain and preserve the peace and tranquility of the neighborhood, the Association shall have the

right to adopt reasonable rules and regulations regarding the keeping of dogs, cats, other other domesticated <sup>new</sup> household <sup>PAGE</sup> 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 owner's property; (iii) to require that owners keep their pets from making such 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 7. All carports, if any, and all garages shall be used primarily for the purpose of parking of vehicles. If the unit has a carport, the designated users of the carports shall keep them clean, free of debris, toys, bicycles, recreational vehicles, commercial vehicles or any other unsightly items. If the owner assigned to said carport fails to maintain his carport as herein required, the Association shall have the power to correct such omission and assess the cost thereof to such assigned owner.

#### ARTICLE IV

##### PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Subject to the provisions hereof every member shall have a right and easement of enjoyment in and to the "Unit 8B Common Areas" and such easement shall be appurtenant to and shall pass with membership in the Association.

Section 2. The Developer hereby covenants for itself, its successors and assigns, that prior to the sale of any lot, it will convey to the Association fee title to the "Unit 8B Common Areas", free and clear of all encumbrances and liens, subject to the covenants and restrictions contained in the "Overall Restrictions" and the other provisions of this Declaration. Prior to any such conveyance, the Developer shall complete the installation of lawns and landscaping as provided in the plans for the Development.

#### ARTICLE V

##### COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 1. Each succeeding owner of each and every lot 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, covenants, conditions, restrictions and other provisions of this Declaration and to promptly pay to the Association or its successor or assigns, the following:

(a) All annual assessments or charges, and

(b) All special assessments of charges for the lawful purposes of the Association. 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 attorney's fees as hereinafter provided) shall be a charge and continuing lien on the real property and improvements thereon against which such assessment is made. Each such assessment (together with such interest thereon and the cost of collection, including reasonable attorney's fees) shall also be the personal obligation of the person who was the "owner" of such real property at the time when the assessment first becomes due and payable, and 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 cost, and attorney's fees.

Section 2. The assessments levied by the Association shall be used exclusively for the improvement, maintenance, enhancement

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and operation of the Common Areas, the administration and enforcement of its rules and regulations, and ~~to provide~~ <sup>provide</sup> such other services as the Association is authorized to ~~provide~~ <sup>provide</sup> within Volusia County, Florida.

Section 3. Assessments which are not paid on or before the date the same shall become due, shall be delinquent, and such delinquent assessment shall bear interest at the rate of eighteen (18%) percent per annum until paid. The Association shall have a lien against any lot and the improvements thereon for the amount of any assessment payments or any special assessment payments that are delinquent, including accelerated payments plus interest, court costs and attorney's fees.

Section 4. The Association, upon written request of any owner, shall furnish to a prospective purchaser, mortgagee or other authorized person a statement of the current status of the assessments on such owner's lot. When executed by an officer of the Association, any purchaser or mortgagee may rely upon such statement as an accurate statement of the status of assessments.

Section 5. The lien herein established may be foreclosed in the same manner as mortgages or other liens on real property may be foreclosed in the State of Florida, or may be collected by any other available legal action.

Section 6. The lien created pursuant to this Declaration shall be effective from the date of recording in the Public Records of Volusia County, Florida, of a "Claim of Lien" stating the description of the property, the amounts due, including interest and attorney's fees, and the date when the same became due. The claim of lien and any satisfaction of lien shall be signed and verified by the President or Vice-President of the Association. The specific listing of attorney's fees shall not preclude the lien from securing the payment for additional attorney's fees subsequently incurred in collecting the sums due the Association, including but not limited to fees incurred in foreclosing the lien.

*SP. ASSES*  
*2/3 memo*

Section 7. In addition to the other assessments authorized herein, the Association may levy special assessments for the purposes of defraying, in whole or in part, the cost of any capital improvement, provided that any such special assessment shall have the approval of two-thirds of the membership at any regular or special meeting of the membership of the Association.

Section 8. In the event of any change in the annual assessments, the Board of Directors of the Association shall fix the date of the commencement and the amount of the assessment against each lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the lots and assessments applicable thereto, which shall be kept open to inspection by any owner. Written notice of the assessment shall thereupon be sent to every owner subject thereto.

Section 9. The lien for any assessment or special assessment shall be subordinate and inferior to any recorded institutional first mortgage regardless when said assessment was due. Upon recordation of the Certificate of Title issued pursuant to the foreclosure of an institutional first mortgage, or upon the recording of a deed accepted by such lender in lieu of foreclosure, any lien for assessment payable prior to such recordation shall be cancelled, but the lien for assessments due and payable after the recordation of said Certificate or Deed shall not be impaired and shall be effective as to the grantee of such Certificate of Title.

Section 10. The lien for any assessment or special assessment shall also be subordinate and inferior to the lien for assessments of the Trails West Homeowners Association, Inc. to the same extent and effect as in the case of institutional lenders as described in Section 9 above.

Section 11. Assessments provided for hereinafter shall not be levied or enforced against the Developer or any lot owned by the Developer for any period of time during which such lot has been owned by the Developer; provided, however, that upon completion of construction of a dwelling unit on any such lot, the Developer and the lot in question shall commence being subject to levy and payment of assessment as are other lots and other lot owners in the development.

#### ARTICLE VI

##### EASEMENTS

Section 1. In the event that any portion of any structure originally constructed by the Developer, including any boundary line wall, shall protrude over an adjoining lot, such structure or boundary line wall shall not be deemed to be an encroachment upon the adjoining lot. In the event there is such protrusion the owner or owners of the lot on which such protrusion extends shall be deemed to have granted a perpetual easement to the adjoining owner or owners for continuing maintenance and use of such projection or boundary wall, including any replacement thereof.

Section 2. For the purpose of providing access to each owner of a boundary line wall or structure to permit painting, maintenance, repairs or reconstruction of such wall or structure that abuts such owner's boundary line, the adjoining owner or owners of each lot which abuts such boundary line wall or structure hereby give and grant a perpetual easement to the owner or owners of such wall or structure to enter upon the property of such adjoining owner or owners for the specific purpose of painting, maintenance, repair or reconstruction of such wall or structure. Such entry will be made in a reasonable manner and only at reasonable times, and any damage caused by such entry shall be repaired as soon as practicable and at the expense of the owner of the wall or structure who causes such entry to be made. In the event of any controversy, the decision of the Directors of the Association shall control.

Section 3. Each lot owner does hereby give and grant to the Association or its designated agent a permanent easement for ingress and egress to and upon the lot and dwelling unit, both interior and exterior, for the purpose of abating or correcting any emergency condition.

Section 4. The Developer hereby reserves easements over and upon all driveways serving lots in Villas of Lake Mamie. These easements shall be exclusive easements for the benefit of the lot owners served by the respective driveways, and shall pass with the lot served whether or not mentioned in the Deed of Conveyance.

#### ARTICLE VII

##### AMENDMENT AND TERMINATION

Section 1. The Developer hereby reserves 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 the altered restrictions would apply, and (b) such amendment or modification does not substantially change the character, nature or general scheme of the Development, and (c) The Trails, Inc. joins in such amendment.

Section 2. In addition to the manner of amendment set forth in the preceding paragraph, the record owners of ninety (90%) percent of the lots in Villas of Lake Mamie may amend or modify such provisions of this Declaration as they may deem necessary or advisable. Such amendment shall be approved at a regular or

special meeting of the members of the Association duly called at which a quorum is present (in person or proxy) by at least ninety (90%) percent of those entitled to cast a vote. A certificate executed by the President and Secretary and containing such amendment shall be filed in the Public Records of Volusia County, Florida. It shall not be necessary for the record owners to join in any document to effectuate such amendment. Provided, however, that no such amendment enacted within ten (10) years from the date of recording hereof shall be effective without the approval thereof by The Trails, Inc., unless the said The Trails, Inc., shall be dissolved prior to expiration of the said ten (10) year period.

Section 3. The Developer hereby reserves the right to designate a successor developer to succeed to the rights of the Developer hereunder, except that all amendments hereby must be executed by The Trails, Inc. for a period of ten (10) years, unless The Trails, Inc. be sooner dissolved.

#### ARTICLE VIII

##### NO PARTITION OR SEVERANCE

Section 1. Recognizing that it is in the interests of all owners that membership rights and ownership of the common areas not be separated from the ownership of the dwellings and lots in said subdivision, it is hereby declared that membership rights of any owner in the Association or ownership of any interest in the common areas shall remain undivided and shall be retained only as an appurtenance to a lot or dwelling unit. Such owners shall have no right at law or in equity to seek partition or severance of such membership rights in the Association or ownership of common areas, either or both. There shall exist no right to transfer membership in the Association except as an appurtenance to and in the same transaction with, a transfer of title to the lot or dwelling unit in Villas of Lake Mamie (which includes any future unit of said subdivision hereafter filed for record in the Public Records of Volusia County, Florida). A conveyance or other transfer of title to a lot or dwelling in said subdivision, whether voluntary, by operation of law or otherwise, shall automatically include a transfer or conveyance of membership rights in the Association, whether or not the same is specifically described or referred to in said conveyance or transfer.

#### ARTICLE IX

##### COVENANTS TO RUN WITH LAND

Section 1. The restrictions and covenants of this Declaration shall constitute covenants running with the land, and each shall constitute an equitable servitude upon the owner of each lot and the same shall likewise be binding upon the Developer and its successors and assigns. This Declaration shall be binding and in full force and effect for a period of thirty (30) years from the date this Declaration is recorded, after which time this Declaration shall be automatically extended for successive ten (10) year periods, unless an instrument signed by not less than ninety (90%) percent of the then record owners of lots or dwelling units in Villas of Lake Mamie (all units) is recorded containing an agreement of such owners to amend these restrictions in whole or in part.

#### ARTICLE X

##### SAVING CLAUSE

Section 1. In the event that any one or more of the foregoing covenants, conditions, or restrictions shall be adjudged for any reason by a court of competent jurisdiction, to be null and void, such judgment shall not in any manner whatsoever affect, modify, change, abrogate or nullify any of the

covenants, conditions and restrictions not so adjudged to be void, but all of the remaining covenants, conditions, reservations and restrictions not so expressly held to be void shall continue unimpaired and in full force and effect.

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FLORIDA

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ARTICLE XI  
ENFORCEMENT

Section 1. These covenants and restrictions may be enforced by an action at law for damages or by proceedings in equity. The Developer, a successor developer, the Association, and The Trails West Homeowners Association, Inc. or any of them are hereby given express authority to enforce these covenants and restrictions in the manner provided herein. These remedies shall be cumulative and non-exclusive.

Section 2. If the violation can be cured by the expenditure of money upon the refusal of the violator to expend the necessary sum, the Developer, a successor developer, the Association or the Trails West Homeowners Association, Inc., may, but shall not be required to, advance the cost of curing said violation.

Section 3. All costs of curing violation or of enforcement including attorney's fees shall be borne by the violating party, whether or not judicial proceedings are instituted, and a lien is hereby created to secure the payment of such costs, including attorney's fees, in favor of the four entities named hereinabove, which shall be treated in the same manner as a lien for an assessment pursuant to Article V.

IN WITNESS WHEREOF, the Developer has hereunto set its hand and seal, this 20th day of July, 1987.

THE TRAILS, INC.

Attest:

Gary Faeth  
Gary Faeth  
Assistant Secretary

By:

Gary L. Sager  
Gary L. Sager, President

STATE OF FLORIDA  
COUNTY OF VOLUSIA

On this day, before me, the undersigned authority, personally appeared Gary L. Sager and Gary Faeth, well known to me to be the President and Assistant Secretary respectively of the Corporation who executed the foregoing Declaration of Covenants and Restrictions of Villas of Lake Mamie, who being by me first duly sworn, depose and say that they executed said Declaration for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this 20th day of July, 1987.

Darlene M. Rogers-Hay  
Notary Public, State of Florida  
at Large

My Commission Expires:

NOTARY PUBLIC, State of Florida at Large  
My Commission Expires July 31, 1987  
Issued thru AMERICAN PIONEER CASUALTY INS. CO.

JOINDER IN DECLARATION

BOOK PAGE  
VOLUSIA COUNTY

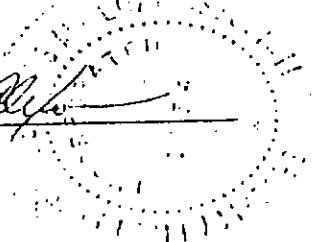
Security First Federal Savings and Loan Association, being the owner of mortgage liens on the property described herein, hereby joins in the execution of the foregoing Declaration for the purposes of subjecting its mortgage liens to such Declaration.

Dated this 22<sup>nd</sup> day of July, 1987.

SECURITY FIRST FEDERAL SAVINGS  
AND LOAN ASSOCIATION

Attest: Rosemarie K. Anderson  
Rosemarie K. Anderson  
Assistant Secretary

By: Linda Alexon  
Linda Alexon  
Vice President

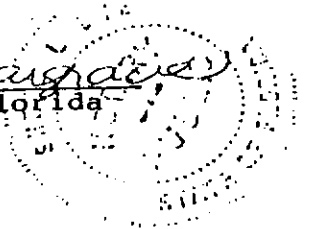


STATE OF FLORIDA  
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by Linda Alexon and Rosemarie K. Anderson, Vice President and Assistant Secretary, respectively, of Security First Federal Savings and Loan Association, on behalf of the corporation.

Dated this 22<sup>nd</sup> day of July, 1987.

Heidi S. Du Masquet  
Notary Public, State of Florida  
at Large



My Commission Expires:

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FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS  
OF  
VILLAS OF LAKE MAMIE

THIS FIRST AMENDMENT, executed this 31st day of December 1987, by THE TRAILS, INC., a Florida Corporation, with a street address of 1001 Old Tomoka Road, Ormond Beach, Florida 32074, and a post office address of Post Office Box 1027, Ormond Beach, Florida 32074, (hereinafter "Developer").

WITNESSETH:

WHEREAS, the Developer has executed that certain Declaration of Covenants and Restrictions of Villas of Lake Mamie dated July 22, 1987, filed for record on July 28, 1987, and recorded in Official Records Book 3013 at Page 790 of the Public Records of Volusia County, Florida ("Declaration"), and

WHEREAS, the Declaration encumbers that certain real property situate in Volusia County, Florida, known as Trails West Subdivision, Unit 8B, of record in Map Book 38 at Page 136 of the Public Records of Volusia County, Florida,

NOW, THEREFORE, the Developer hereby amends the Declaration in accordance with the following:

1. ARTICLE VII, AMENDMENT AND TERMINATION, is stricken in its entirety and restated as follows:

"ARTICLE VII  
AMENDMENT AND TERMINATION

CLERK OF CIRCUIT COURT  
VOLUSIA COUNTY, FLORIDA

*[Signature]*

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FILED FOR RECORD  
RECORD VERIFIED

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Section 1. The Developer hereby reserves for ~~itself~~ and its assigns the right to amend modify or rescind such parts of this Declaration 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.

Section 2. In addition to the rights of Developer reserved in the preceding section, the record owners of 90% of the lots in the Villas of Lake Mamie may amend or modify such provisions of this Declaration as they may deem necessary or appropriate. Such amendment shall be approved at a regular or special meeting of the members of the

90%  
to  
Amend

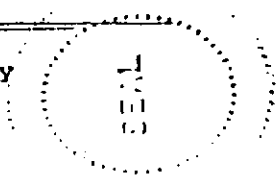
Association duly called at which a quorum is present (in person or proxy) by at least 90% of those entitled to cast a vote. A certificate executed by the President and Secretary containing such amendment shall be filed in the Public Records of Volusia County, Florida. It shall not be necessary for the record owners to join in any document to effectuate such amendment. Notwithstanding the foregoing, no amendment adopted under this Section within ten (10) years from the date of recording of the original Declaration shall be effective unless Developer joins in the execution of such amendment, or such successor developer as may be designated by Developer herein joins in the execution of such amendment.

Section 3. The Developer hereby reserves the right to designate a successor developer to succeed to the rights of Developer hereunder by instrument designating such successor developer duly executed and recorded in Public Records of Volusia County, Florida".

2. Except as specifically amended herein, Developer reaffirms all the terms, conditions, covenants and obligations of the Declaration with respect to all lands encumbered by the Declaration.

*Gayle Adams*  
*Miss A. Costas*

THE TRAILS, INC.  
BY: *[Signature]*  
Gary L. Sager, President  
ATTEST: *[Signature]*  
Gary L. Faeth,  
Assistant Secretary



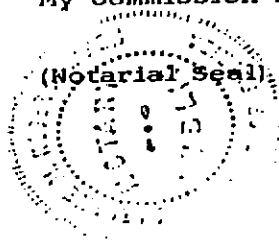
ACKNOWLEDGEMENT

STATE OF FLORIDA  
COUNTY OF VOLUSIA

BEFORE ME, the undersigned Notary Public, personally appeared, Gary L. Sager and Gary L. Faeth, as President and Assistant Secretary, respectively, of The Trails, Inc., and they acknowledged execution of the foregoing for the purposes therein stated, under due corporate authority this 31st day of December, 1987.

*Darlene M. Poppen-Hays*  
NOTARY PUBLIC, State of Florida  
at Large  
My Commission Expires:

NOTARY PUBLIC, State of Florida at Large  
My Commission Expires July 31, 1991  
Bonded by AMERICAN PIONEER CASUALTY INS. CO.



Prepared by mail return to:  
RANDOM R. BURNETT, ESQ.  
501 N. Grandview Ave.  
P. O. Box 5488  
Daytona Beach, FL 32018

SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS OF  
VILLAS OF LAKE MAMIE

THIS SECOND AMENDMENT, executed this \_\_\_\_\_ day of \_\_\_\_\_, 1989, by THE TRAILS, INC., a Florida Corporation, with the street address of 1001 Old Tomoka Road, Ormond Beach, Florida 32074, and a post office address of Post Office Box 1027, Ormond Beach, Florida 32074, (hereinafter "Developer").

WITNESSETH:

WHEREAS, the developer has executed that certain Declaration of Covenants and Restrictions of Villas of Lake Mamie dated July 22, 1987, filed for record of July 28, 1987, and recorded in Official Records Book 3013 at Page 790 of the Public Records of Volusia County, Florida ("Declaration"), and

WHEREAS, the Declaration was amended in the FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS, dated December 31, 1987, and recorded on January 7, 1988, in the Official Records Book 3081 at Page 1902 of the Public Records of Volusia County, Florida ("First Amendment"), and

WHEREAS, the Declaration encumbers that certain real property situated in Volusia County, Florida, known as Trails West Subdivision, Unit 8B, of record in Map Book 38 at Page 136 of the Public Records of Volusia County, Florida,

NOW, THEREFORE, the Developer hereby amends the Declaration in accordance with ARTICLE VII, as follows:

1. ARTICLE V, SECTION 12, is hereby created to read in full as follows:

Section 12. In accordance with any additional Declaration and subsequent amendments to this Declaration which may be filed on portions of the properties and in accordance with this Declaration, all maintenance of the lots and all structures, parking areas, and other improvement within a lot shall be the sole responsibility of the owner thereof who shall perform such maintenance in a manner consistent with this Declaration, the community wide standards and the applicable covenants. All common owners of a single building (i.e. triplex or fourplex) are both individually and severally responsible for said maintenance. If the association finds that this maintenance is not properly performed by the owner, the association may perform it

and assess the owner as provided in this Declaration. Such assessment, if unpaid, shall constitute a lien on the owners property which lien shall be subject to enforcement and foreclosure as provided in this Declaration. The Association shall afford the owner reasonable notice and an opportunity to cure the problem prior to entry, provided, however, that entry is not required in an emergency situation.

Any substantial change in the exterior of a lot and all structures, parking areas, and other improvements must first be approved by the association. Substantial changes include, but are not limited to repainting and reroofing.

2. Except as specifically amended herein, Developer reaffirms all the terms, conditions, covenants and obligations of the Declaration with respect to all lands encumbered by the Declaration.

THE TRAILS, INC.

BY: \_\_\_\_\_  
Gary L. Sager, President

ATTEST: \_\_\_\_\_  
Gary L. Faeth,  
Assistant Secretary

\_\_\_\_\_  
\_\_\_\_\_

ACKNOWLEDGEMENT

STATE OF FLORIDA  
COUNTY OF VOLUSIA

BEFORE ME, the undersigned Notary Public, personally appeared, Gary L. Sager and Gary L. Faeth, as President and Assistant Secretary, respectively, of The Trails, Inc., and they acknowledged execution of the foregoing for the purposes therein stated, under due corporate authority this \_\_\_\_\_ day of \_\_\_\_\_, 1989.

\_\_\_\_\_  
NOTARY PUBLIC, State of  
Florida at Large  
My Commission Expires:

Prepared by and return to:  
William G. Crotty, Esquire  
501 N. Grandview Avenue  
P. O. Box 5488  
Daytona Beach, FL 32018  
FLA. BAR NO: 0764655

# State of Florida

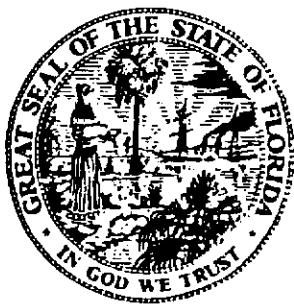


## Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of VILLAS OF LAKE MAMIE HOMEOWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on June 30, 1987, as shown by the records of this office.

The document number of this corporation is N21527.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
10th day of July, 1987.



CR2E022 (10-85)

A handwritten signature in cursive script, appearing to read "George Firestone".

George Firestone  
Secretary of State