

THIS AMENDED Declaration of Covenants and Restrictions is made this 23<sup>rd</sup> day of April, 1991, by seventy-five percent of the record owners of lots in Trails West Subdivision as provided for by restrictive covenants dated October 14, 1980, and recorded in Official Records Book 2219 at page 0462, Public Records of Volusia County, Florida, and

WHEREAS, the above referenced restrictive covenants provide in Article VII for their amendment by seventy-five percent of the record owners of lots in Trails West Subdivision, the restricted area, and

WHEREAS, the owners of lots and parcels of real property in the subdivision restricted area desire to clarify and amend the above reference restrictive covenants and the provisions for Trails West Homeowners Association, Inc., as contained therein for the purpose of preserving and enhancing the quality of the subdivision area and providing for the continued adequate maintenance of common areas and recreational amenities;

NOW THEREFORE, this amended declaration is made and declared by the undersigned and shall constitute covenants, conditions, easements, charges, burdens, assessments, affirmative obligations, and liens running with the land and becoming effective on the date and at the time recorded in the public records of Volusia County, Florida, as follows:

#### ARTICLE I

##### DEFINITIONS AND DESCRIPTION OF PROPERTY

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 Trails West Homeowners Association, Inc., a Florida Corporation not for profit, and its successors and assigns, the membership of which will be owners of "dwelling units" or "lots" in Trails West Subdivision, Units 1, 2, 4, 5, 6, 7, 8A, 8B and 10 of Trails West Subdivision hereafter filed by Developer.

b) Architectural Control Committee - shall mean a committee appointed by the Association Board of Directors in accordance with Article III of this Declaration.

c) Cluster - shall mean a concept of development whereby several one family dwelling lots are situated together in closely related groups surrounded by open space.

d) Developer - shall mean and refer to The Trails, Inc., a Florida Corporation, its successors and assigns.

e) Dwelling Unit - shall mean one building constructed primarily for use as zoned for residential dwelling.

f) Lot - shall mean any parcel of land located within any Unit of Trails West Subdivision, which is intend for use as a site for a single family, cluster, or zero lot line dwelling. A parcel of land shall be deemed to be an unimproved unit until the improvements being constructed thereon are substantially complete or are subject to ad valorem tax as improved property.

g) Single Family Residential Lot - shall mean any subdivision lot in the area where designated lots having an area of at least twenty thousand square feet and a minimum lot width at the front building set back line of 100 feet.

h) Structure - shall mean but not be limited to any residence and its attachments and appurtenances including but not limited to swimming pools, fences, walls, barbecue pits, television or radio antenna, clothes line, garages, sheds, out buildings, porches, balconies, patios, recreational facilities such as and including basketball courts or goals, tennis courts, shuffle board courts, lawn decorations and decorative objects such as statues, tables, benches or any other items that are affixed to the real property and grounds of any lot or erected on it with the intention or purpose that they have a permanent location for a period of time of greater than ten days.

i) Subdivision - shall mean any Unit of Trails West Subdivision, recorded in the Public Records of Volusia County, Florida.

j) Zero Lot Line - shall mean a concept of development without any side yard set backs. A structure can be a zero lot line structure regardless of whether it sits on a lot line.

1.2 Property subject to Covenants and Restrictions. The property subject to these Amended Declaration of Covenants and Restrictions is all of that real property subject to the above referenced restrictive covenants by their original or subsequent application by incorporation of additional lands within the restricted area by the Developer.

## ARTICLE II

### RESTRICTIVE COVENANTS

The real property subject to this declaration and restrictions shall be held, transferred, encumbered, used, sold, conveyed and occupied subject to the covenants and restrictions set forth below expressly and exclusively for the use and benefit of the property and of each and every person who now or in the future owns any lot or portion of the real property as follows:

2.1 Common Restrictions - All lands, lots, or parcels within the subdivision and restricted area shall be subject to and their use limited as follows:

a) No lot shall be used for any purpose except one single family dwelling, not to exceed two stories in height, and an attached or detached garage, with appurtenant structures and amenities as allowed by the terms of these restrictions. No structure erected or maintained on any lot in the subdivision or restricted area shall exceed thirty five feet in height except if specifically approved by the Architectural Control Committee.

b) No garage constructed, as allowed above, shall be altered or converted to any use or purpose at any time other than the storage of motor vehicles and customary ancillary storage, household and hobby activities.

c) No structure of a temporary nature of character, including but not limited to, a trailer, house trailer, mobile home, camper, recreational vehicle, basement, tent, shack, garage, barn, or other similar structure or vehicle, shall be used or permitted to remain on any lot as a storage facility or residence, or other living quarters whether temporary or permanent.

d) No automobile, truck, boat, boat and trailer, trailer, house trailer, mobile home, camper, recreational vehicle, or other similar vehicle shall be parked on the street (including the right-of-way) thereof overnight or for a continuous period of time in excess of ten consecutive hours.

e) No boat, boat and trailer, or trailer alone, camper or recreational vehicle shall be parked for any period of time in excess of ten consecutive hours except upon specific approval of the Board of Directors, but in no event for more than forty eight hours in any month or stored or otherwise permitted to remain on any lot except in an approved boathouse or garage.

f) No automobile, truck, or other commercial vehicle which contains lettering or advertising thereon or which is identified with a business or commercial activity, shall be parked for any period of time in excess of ten consecutive hours except

upon specific approval of the Board of Directors, but in no event for more than 48 hours in any month or stored or otherwise permitted to remain on any lot except in a garage.

g) 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.

h) No unusual or exotic animals may be raised, bred or kept on any lot except as specifically approved by the Board of Directors.

i) Any animals kept or maintained on any lot in the subdivision area shall be confined within a fenced or enclosed area and prevented from roaming at large beyond the confines of that area, and outside the confinement area shall be leashed and attended at all times.

j) No sign of any kind shall be erected, permitted to remain on or displayed to public view on or form any lot, except an approved sign giving the name of the occupant or the residence located on said lot or an approved sign advertising the premises for sale or rent. All signs shall be approved by the Association.

k) 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.

l) No lot or common area shall be used for dumping or discharge or 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 material 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 or ordinances.

m) Restrictions regarding the fence, wall, hedge or shrub planting on corner lots at intersections shall be as prescribed by the Architectural Control Committee from time to time, in compliance with the applicable provision of the Zoning Ordinance of the County of Volusia.

n) No owner of any dwelling shall change exterior materials or colors of the exterior walls or roof of any dwelling without specific written approval of the Architectural Control Committee.

o) 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.

p) No driveway shall be constructed, maintained, altered, or permitted to exist on any lot if the driveway obstructs or would obstruct or significantly impede the flow of surface drainage in the area adjacent to the lot or in the street right-of-way or swale area adjoining or abutting the lot. All driveways shall be required to be constructed of concrete or such other material as may be approved by the Architectural Control Committee.

q) All public utilities providing service to any structure built or maintained on any of the restricted area lots shall be installed under ground from primary utility lines.

r) Any construction of a structure once commenced shall continue unabated and be completed within a reasonable period of time not to exceed one year.

s) Owners of lots and parcels in the subdivision area shall keep and maintain grounds and foliage of whatsoever nature and all structures free of hazardous conditions and in good repair without unsightly waste or deterioration.

## 2.2 Single Family Residential Restrictions.

In addition to common restrictions as provided above, single family residential subdivision areas are subject to the further restrictions specified as follows:

a) Each single family residential structure shall be required to have not less than 1,500 square feet of living area exclusive of garages, porches, patios, decks, or other appurtenant roofed or enclosed areas.

b) No attached garage may be constructed in area greater than as to provide for storage of three motor vehicles and no detached garage may be constructed as to provide for storage of more than one motor vehicle.

c) Swimming pools may not extend closer to any side lot line than a line five feet interior to the lot from the single family residence structure side external wall.

d) No primary residential structure or extension or modification of it shall be located less than thirty feet from the front lot line of any single family residential lot.

e) No primary residential structure or extension or modification of it shall be located less than fifteen feet from any side lot line of any single family residential lot or thirty feet from any side street lot line of a corner residential lot.

f) No primary residential structure or extension or modification of it shall be located less than twenty-five feet from the rear lot line of any single family residential lot.

## 2.3 Cluster Home Restrictions.

In addition to common restrictions as provided above, cluster home residential subdivision areas are subject to the further restrictions specified as follows:

a) Each single family residential structure shall be required to have not less than one thousand two hundred (1,200) square feet of living area exclusive of garages, porches, patios, decks, or other appurtenant roofed or enclosed areas.

b) Each single family residence shall include an attached garage sufficient in area for storage of two motor vehicles.

c) No principal residential structure or building or its eaves, overhangs or extensions shall be located on any lot nearer than thirty feet to the front lot line or any street constituting a lot boundary.

d) There shall be a minimum of ten feet between adjacent residential structures or homes within the same cluster unit.

e) No primary residential structure may be located nearer a rear lot line than a distance equal to at least ten percent (10%) of the total lot depth.

f) No principal residential structure, or building or eaves or overhangs or extensions, shall be located less than forty feet from the nearest principal residential structure of another cluster home group.

g) Application for structure approval shall be made to the homeowners association empowered as the governing body responsible for maintenance of common areas in the cluster home area before reference to the Architectural Control Committee.

## 2.4 Zero Lot Line Restrictions.

In addition to common restrictions as provided above, zero lot line residential subdivision areas are subject to the further restrictions specified as follows:

a) Each single family residential area of any residential structure shall be required to have not less than one thousand square feet of living area exclusive of garages, porches, patios, decks, or other appurtenant roof or enclosed areas.

b) No residential structure or building shall have an overall length for its multiple living units in excess of one hundred seventy five feet.

c) Each individual living unit shall have an enclosed garage sufficient in area for storage of two motor vehicles.

d) Each owner of any portion of a dwelling structure shall keep improvements free of any wood destroying organism and maintain a treatment and repair bond in an amount as reasonably necessary to protect owners of adjacent dwelling units from loss or damage.

e) No principal residential structure shall be constructed or maintained such that the combined total of front and rear yard set backs is less than fifty feet.

f) No principal residential structure or building shall be constructed nearer than twenty feet from any other principal residential structure or building.

g) No principal residential structure or building, its eaves, overhangs or extensions shall be located on any lot nearer than fifteen feet from the edge of the pavement of any street.

h) Each owner of a lot shall maintain fire and extended coverage, casualty insurance insuring improvements on the lot and shall, in the event of loss or damage, expend insurance proceeds to repair or replace any damage to or destruction of improvements within a reasonable time after the occurrence of any casualty or loss.

i) The owner or owners of any lot into which protrudes any boundary line wall or structure shall have a perpetual easement to enter upon the lands of the adjoining owner or owners for continuing maintenance and use of the boundary wall or any projection of the structure constructed on the adjoining lot, including its replacement, and which shall not be deemed an encroachment.

j) The adjoining owner or owners of each lot which abuts a boundary line wall or structure have and are hereby granted a perpetual easement to enter upon the property of lands of the adjoining owner or owners for the specific purpose of painting, maintenance, repair or reconstruction of such wall or structure. Such entry shall 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 who causes such entry to be made.

k) Application for structure approval shall be made to the homeowners association empowered as the governing body responsible for maintenance of common areas in the zero lot line residential area before reference to the Architectural Control Committee.

### ARTICLE III

#### ARCHITECTURAL CONTROL COMMITTEE

No building or structure, or addition to, or dwelling, shall be erected on, placed upon, altered, or permitted to remain on any lot unless and until the owner submits the site plan, floor plan, elevation, landscaping plan, and abbreviated specifications to and such plans have been reviewed and approved by the Architectural Control Committee, constituted and with authority specified as follows:

3.1 The Architectural Control Committee shall be composed of not less than three nor more than five persons appointed by the Board of Directors of the Homeowners Association for terms and subject to removal as follows:

a) Members of the initial Architectural Control Committee as appointed under the provisions of these amended covenants shall be appointed for terms of membership with one member appointed to serve to and until the next annual Homeowners Association meeting and each other member appointed to terms of membership of successive one year periods so that after its initial formation the term of one member will expire each year on the date of the Homeowners Association annual meeting. As the term of each member shall expire, that member or his or her replacement shall be appointed for a membership term of three, four, or five years as necessary, depending upon the number of committee members, to continue the existence of committee

membership with the expiration of the term of one member on the date of each succeeding annual Homeowners Association membership meeting.

b) In the event the total number of members may be reduced by virtue of failure of the Homeowners Association Board of Directors to replace any member, the remaining members will continue to serve the term for which they were appointed and new members be appointed thereafter for terms as necessary to re-establish committee membership for terms expiring as provided above.

c) In the event of the death, resignation, or inability to serve, of any member of the Architectural Control Committee, the Board of Directors of the Homeowners Association shall promptly appoint a successor member to serve for the duration of the unexpired term of the vacant committee membership.

d) Members of the Architectural Control Committee shall be appointed by a majority vote of the Board of Directors but may be expelled from office only upon a unanimous vote of that Board, except that a member of the Board also the member of the committee whose expulsion is under consideration may not vote on that question.

**1.2** The Architectural Control Committee, constituted as provided above, shall promptly review all matters required to be submitted to it when requested in writing with supporting documents and specify its approval or disapproval by a majority vote of the members of that committee of whom all who are reasonably available for consultation and a minimum of three have reviewed the matter submitted and acted in their committee membership capacity with the determination of approval or disapproval to be based upon criteria specified as follows:

a) Compliance of the proposed structure with the restrictions as specified above;

b) The harmony of the external design and location of the building or structure with existing buildings or structures, the location of the building or structure with respect to topography, vegetation, and the finished grade elevation of the lot;

c) Standards of residential community planning and construction generally accepted as necessary to maintain, preserve, and foster the aesthetic integrity of the subdivision restricted area and protect the health and safety of subdivision lot owners, their invitees and guests.

**1.3** Architectural Control Committee approval or disapproval of matters required to be submitted to it shall be indicated by written instrument filed with the secretary of the Board of Directors and served personally or by certified mail upon all interested parties identifying the proposed building or structure and the reason or reasons for any disapproval, but if the committee fails or refuses to approve or disapprove the matter submitted within thirty (30) days after the application or request for action is made and all items and supporting documents as required above are submitted to it, then, and in that event, it shall be conclusively presumed as to all owners and interested parties, that the matter submitted is approved and any violation of the restrictions and provisions of this declaration waived.

**1.4** Any structure constructed, installed, or maintained within the restricted area without Architectural Control Committee Approval or waiver of that approval as provided above, shall be presumed to be in violation of this declaration, which presumption may be rebutted only by clear and convincing evidence to the contrary.

#### ARTICLE IV

#### ASSOCIATION

To effectively and efficiently provide for the administration of the common areas by the owners of lots and dwellings units in the Trails West Subdivision and all of the area

subject to this declaration and restrictions, a non profit corporation known and designated as "Trails West Homeowners Association, Inc.", a non profit Florida corporation has been created with membership and authority specified as follows:

4.1 The owner of any lot within Trails West Subdivision, the area subject to this declaration and restrictions, shall automatically become a member of the Association upon acquisition of an ownership interest entitled to any lot or dwelling unit and shall be registered as an association member upon presentation of and filing a copy of the deed or other instrument by which ownership is asserted with the secretary of the corporation. The membership of such owner shall be terminated 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 be divested.

4.2 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.

4.3 The Association shall operate and manage the common areas, assist in the enforcement of the restrictions and covenants contained herein, and undertake and perform all acts and duties necessary and incidental to such duties, all in accordance with the provisions of this declaration and the certificate of incorporation and by-laws of said Association.

4.4 The Association is authorized and empowered to enter upon the grounds of any owner of property in the subdivision area without its constituting a trespass to maintain grounds and improvements as required by common restrictions specified above and assess the reasonable cost and maintenance to the property owner subject to the conditions provided in paragraph 5.3.

4.5 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 of 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 common areas and the administration of these 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 V

### COVENANTS FOR MAINTENANCE ASSESSMENTS

For the purpose of providing funds for the improvement, maintenance, enhancement, enlargement and operation of common areas and properties and to provide services which the Association is authorized to provide and for the payment of all expenses necessary, appropriate, and incidental to the ownership, management and supervision of common areas and properties including but not limited to contracting for services of third parties and professional services of attorneys and accountants and for the payment of principal, interest and other charges connected with loans made to or assumed by the association, there are hereby established lot maintenance assessments to be charged and promptly paid to the association or its successors or assigns as follows:

**5.1** Annual assessment charges shall be determined by the Board of Directors of the Homeowners Association in amounts as necessary for the regular maintenance of common facilities and amenities in the subdivision area and shall be payable in four quarterly installments on the dates of each year as may be established by the Board of Directors. The amount of annual assessments, taking into consideration other revenues collected by the Association, shall not exceed the amount of its expenses and reasonable reserves as necessary to provide for extraordinary periodic maintenance expenditures and shall be levied and assessed against all lots in the subdivision and restricted area equally except that the Board of Directors may, in its sole discretion, elect to levy a reduced assessment against undeveloped subdivision lots and parcels as to require an equitable contribution by owners of those lands in proportion to their use of common areas and subdivision amenities.

**5.2** Special assessments or charges may be levied by the Board of Directors for the purpose of payment of extraordinary expenses as may arise from time-to-time incident to maintenance or construction of improvements, their repair or replacement or other extraordinary expenses incurred arising from the functions of the Association as may not have been reasonably foreseen in the establishment of the Association annual budget and determination of annual assessments as referred to above.

**5.3** Lot maintenance assessments may be charged against any owner for the amount reasonably necessary and actually paid by the association for maintenance of grounds and repair of improvements failed to be maintained as required by subdivision common restrictions specified above.

**5.4** Penalty assessments may be charged for violations of these restrictive covenants and assessed to any owner by a vote of the majority of the Board of Directors of the Association when established for any classification of violation other than maintenance assessments. The amount of any penalty assessment for a category or classification of restrictive covenant violation shall be established by a vote of a majority of Association members at an annual or special membership meeting and concurred in by a vote of two thirds of the corporate directors. Penalty assessments, if approved as provided herein, may be charged for failure to maintain lots and structures in the alternative to lot maintenance assessments as provided for above. Penalty assessments may be levied for each day of a continuing violation.

**5.5** 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 twelve percent (12%) 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 unit and other property of the owner 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, by extended absence from the subdivision or by or for any other reason.

**5.6** Any unpaid assessment together with accrued interest and collection costs incurred related to it, including reasonable attorney's fees related to counsel provided concerning an unpaid assessment and representation in collection litigation, 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 no 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.

**5.7** 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, attorneys' fees, and advances to pay taxes and prior encumbrances and interest thereon, all as provided herein. The claim of lien shall be signed and verified by the President or 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 Trails West Homeowners Association, Inc., pursuant to prior restrictions.

**5.8** 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.

**5.9** All persons, firms, corporation, 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.

**5.10** 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.

## ARTICLE VI

### COVENANTS TO RUN WITH THE LAND

The restrictions and burdens imposed by the provisions 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 dwelling unit and the appurtenant undivided interest in the common areas and upon the heirs, personal representatives, successors, and assigns of each owner,

and further that owners of lots and dwelling units shall have rights in common areas property specified and limited as follows:

**6.1** Common areas within the subdivision area designated by plat or by the developer by separate document appearing in the public records of Volusia County, Florida, are reserved to and the property of the association and subject to preputial non-exclusive easement in favor of all of the owners of lots and dwelling units lying within Trails West Subdivision for the use of such owners their guests, licensees, and invitees and all others similarly situated, for all proper and normal and residential purposes, for the furnishing of services and facilities for which the same are reasonably intended and for the quiet enjoyment of said owners.

**6.2** No owner shall have any right to transfer any interest in the association or common areas except as appurtenant to and in the same transaction with a transfer of title to a subdivision lot or dwelling unit and to which all association membership and rights in and to common areas are appended.

## ARTICLE VII

### AMENDMENT TERMINATION AND ENFORCEMENT

These covenants and restrictions and the provisions as relate to the Trails West Homeowners Association, Inc., shall have a term and may be amended as follows:

**7.1** This declaration shall be binding and in full force and effect for a period of thirty (30) years from the date first recorded and after which time this declaration shall automatically extend for successive ten (10) year periods, unless an instrument, signed by seventy-five percent (75%) of the then owners of lots or dwellings in The Trails West Subdivision and area subject to these restrictions is recorded continuing an agreement of the owners with respect to alteration, change, modification or repeal, in whole or in part, of the provisions of this declaration.

**7.2** Seventy-five percent (75%) of the record owners of lots in The Trails West Subdivision area restricted by these covenants, may amend or modify such provisions of this declaration as they deem necessary or desirable at any time by instrument in writing as provided for above for the repeal or modification of this declaration at the conclusion of its initial term or subsequent renewal terms. Powers and duties of the Architectural Control Committee may not be amended for a period of thirty years from the date of recording of the original restrictive covenants in Official Records Book 2219 at page 0462, Public Records of Volusia County, Florida, without the consent of the developer.

**7.3** 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 attorney's fees at trial and on appeal, shall be borne by the violating party.

IN WITNESS WHEREOF the parties hereto on this and attached pages, constituting seventy five percent (75%) of the record owners of lots in Trails West Subdivision, the restricted area, have set their hands and seals this day and year first above written.