

MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL

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FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made as of the 10th day of June, 1993, by LAKEVIEW HOMEOWNERS ASSOCIATION, (hereinafter referred to "LAKEVIEW"), and has the effect of modifying that certain Declaration of Covenants, Conditions and Restrictions recorded February 11, 1988 in Official Records Book 1930, Page 1141, Public Records of Seminole County, Florida, (the "Covenant") as modified by the First Amendment to Declaration of Covenants, Conditions and Restrictions recorded August 15, 1988 in Official Records Book 1986, at Page 1142, Public Records of Seminole County Florida, and re-recorded August 24, 1988 in Official Records Book 1989, at Page 1504, Public Records of Seminole County, Florida, and as further modified by the Second Amendment to Declaration of Covenants, Conditions and Restrictions recorded December 5, 1990, in Official Records Book 2245, Page 1791, Public Records of Seminole County, Florida, and again modified by the Third Amendment to the Declaration of Covenants, Conditions and Restrictions recorded June 26, 1992, in Official Records Book 2444, Page C114, Public Records of Seminole County, Florida.

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OFFICIAL RECORDS
BOOK PAGE

@ David Lanman
P.O. Box 950856
Lake Mary, FL 32795-0856

THIS INSTRUMENT PREPARED BY
NAME STEPHEN COOPER, ATT.
ADDR. 230 W. Park Ave
SARASOTA, FL 34237

WITNESSETH

WHEREAS, LAKEVIEW is now desirous of modifying the Covenant as provided for below,

NOW, THEREFORE, LAKEVIEW modifies the Covenant as follows:

- 1. Article V is amended and supplemented as follows:

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA

Section 36 of Article V is added as follows: Re-painting of any existing residential dwelling shall not deviate from the existing color scheme and shade ^{OF LAKEVIEW VILLAGE} thereof without prior written Board approval.

Section 37 of Article V is added as follows: equipment, fixtures or mechanical devices of any kind which are permanently attached or part of the residential dwelling shall left so as to be visible from the street when not in use (excluding portable basketball hoops that must comply under Article V, Section 17a).

Section 38 of Article V is added as follows: The Southern Building Code requires the existence of not less than 200 square feet of living space for each occupant of a residential dwelling; said provision of the Southern Building Code in effect as of the date of these Amendments to the Declaration of Covenants, Conditions and Restrictions is incorporated herein as if fully set forth in this amendment such that the maximum number of occupants in any residential dwelling subject to these Declarations of Covenants, Conditions, and Restrictions shall be limited to one person for every 200 square feet of living space contained in said residential dwelling.

Section 39 of Article V is added as follows: No use of lawn mowers, edgers, weed-eaters or other power equipment shall be performed before the hour of 9:00 A.M. on Saturday and Sunday.

Section 40 of Article V is added as follows: Additions. No fixtures, buildings, flagpoles or other structures of any type

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SEMINOLE CO. FLA.
OFFICIAL RECORDS
BOOK PAGE

Whatever shall be placed, replaced, or modified on any Lot without Board approval.

Signed, sealed and delivered in the presence of:

LAKEVIEW VILLAGE HOMEOWNERS ASSOCIATION

Russell Hardy
Russell Hardy
(Printed Name)

By: David W. Lanman
DAVID W. LANMAN, PRESIDENT
Post Office Box 950886
Lake Mary, FL 32748 322

Robert Nickerson
Robert Nickerson
(Printed Name)

2598 1275
SEMINOLE CO. FL
ORIGINAL RECORDS
BOOK PAGE

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 30 day of June, 1993, by DAVID W. LANMAN, President of LAKEVIEW VILLAGE HOMEOWNERS ASSOCIATION, who is personally known to me and who did not take an oath.

Susan M. Brown
Notary Public, State of Florida
Susan M. Brown
(Printed Name)
My Commission Expires:

 SUSAN M. BROWN
My Comm Exp. 4-8-96
Bonded By Service Ins.
No. CC192229

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OFFICIAL RECORDS
BOOK PAGE
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THIRD AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
(CONSOLIDATION) SEMINOLE CO. FL.

THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made as of the 25th of June, 1992 by LAKEVIEW VILLAGE HOMEOWNERS ASSOCIATION (hereinafter referred to as "LAKEVIEW", and has the effect of modifying that certain Declaration of Covenants, Conditions and Restrictions recorded February 11, 1988 in O.R. Book 1930, page 1141, Public Records of Seminole County, Florida (the "Covenant") as modified by the First Amendment to Declaration of Covenants, Conditions and Restrictions recorded August 15, 1988 in O.R. Book 1986 at Page 1142, Public Records of Seminole County, Florida and re-recorded August 24, 1988 in O.R. Book 1989 at Page 1504, Public Records of Seminole County, Florida, and as further modified by the Second Amendment to Declaration of Covenants, Conditions and Restrictions recorded December 5, 1990 in O.R. Book 2245, Page 1791, Public Records of Seminole County, Florida

W I T N E S S E T H:

WHEREAS, LAKEVIEW is now desirous of modifying the Covenant, as provided for below, and submits this as a consolidation of those set forth above, which shall control over all prior amendments to the Covenant.

NOW, THEREFORE, LAKEVIEW modifies the Covenant as follows:

EXHIBIT "A"

All Lots in LAKEVIEW VILLAGE, according to the plat thereof, recorded in Plat Book 38 at Page 86-89 of the Public Records of Seminole County, Florida.

THIS INSTRUMENT PREPARED BY:
David W. LAWRENCE, PRESIDENT
Lakeview Village Homeowners Association, Inc.
Board of Directors
P.O. Box 950856
Lake Mary, FL 32795

MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLA.
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VERIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA

BY *[Signature]*
DEPUTY CLERK

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Lakeview Village Homeowners Association, Inc., a non-profit corporation organized under the laws of the State of Florida, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to the property as described on Exhibit A hereto.

Section 4. "Lot" shall mean and refer to the 158 individual plots of land shown upon the recorded subdivision map or plat of the Properties with the exception of the Common Areas.

Section 5. "Declarant" shall mean Del Properties XI, Ltd, its successors and assigns, provided such successors or assigns acquire more than one undeveloped lot from declarant for the purpose of development.

Section 6. "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping, lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

Section 7. "Mortgage" shall mean a conventional mortgage or a deed of trust.

Section 8. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Section 9. "Plat" shall mean the recorded plat of Lakeview Village Subdivision, recorded in Plat Book 38, Page 85-89 of the Public Records of Seminole County, Florida.

Section 10. "Common Areas" shall refer to all areas of property which are not part of the 158 platted lots referred to in Section 4 of Article I and shall refer to all areas subject to common use by the residents of the Lakeview Village Subdivision as described in Sections 4 and 9 of Article I which are not in the possession or control of any one lot owner and are not part of any one lot as identified in the plat of the properties recorded in the Public Records of Seminole County as referenced in Section 9 of Article I.***

Section 11. "Solicitor" shall be identified as one who engages in solicitation which is the act of asking, enticing or urging request and includes any action where the Solicitor appeals for something, applies to one for obtaining something, to ask for the purpose of receiving, or endeavors to obtain by asking or pleading. Such actions shall include but not be limited to door-to-door sales, door-to-door requests for work, door-to-door requests for donations, door-to-door requests for business, door-to-door requests for information.***

Section 12. "Tenant" shall mean one who has a temporary use and occupation of real property owned by another person. The duration and terms of this tenancy being usually fixed by an instrument called a lease. One who occupies another's land or premises in subordination to the other's title and with the other's assent, express or implied. One who rents said premises and pays for the right of occupancy in either money or services. One who is not an owner of the premises occupied.***

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OFFICIAL RECORDS
BOOK PAGE

ARTICLE II

ASSOCIATION; VOTING RIGHTS

Section 1. Every owner of a lot shall be a member of the association; membership shall be appurtenant to and may not be separated from ownership of lot.

Section 2. The association shall have two classes of voting members as follows:

Class A. Class A members shall be all owners with the exception of declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

Class B. The Class B member shall be declarant, who shall be entitled to exercise two (2) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or on January 1, 1993, whichever first occurs.

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OFFICIAL RECORDS
BOOK PAGE

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association assessments or charges, such assessments to be established and collected as hereinafter provided. The assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made; provided, however, no such assessment shall be a lien on the land until such lien is recorded in the public records of Seminole County, Florida. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of the Assessments. The assessments levied by the Association shall be used for the maintenance of Common Areas as more specifically described in the plat of the Lakeview Village Subdivision, and for maintenance of the subdivision perimeter wall which encircles a portion of the above referenced subdivision, and for other lawful purposes which enhances the subdivision as determined by the Association.***

Section 3. The Board of Directors of the Association may fix the amount of the annual assessment by approval of the owners by simple majority of a quorum as provided in the Articles of Incorporation and By-Laws of the Association.***

Section 4. Date of the Commencement of Annual Assessments. The assessments as against each particular Lot provided for herein shall commence once a Lot is improved with a single family home and conveyed to a purchaser other than Declarant or the developer of the subdivision. The first assessment shall be adjusted according to the number of days remaining in the month of such conveyance. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of that association setting forth whether the assessments on a specific Lot have been paid. A properly executed Certificate of the Association as to the status of assessments on a Lot is binding upon that Association as of the date of its issuance.

Section 5. Any assessments not paid upon the date due or the first working day following said date if said date falls on a weekend or legal holiday, shall bear interest from the due date at the highest rate permitted by Florida Law. Should an owner fail to pay the assessment within the first thirty (30) days, the Association may bring an action at law against the owner personally obligated to pay the same or foreclose lien against the owner's property or take any other action permitted by law to collect the same. No owner may waive or otherwise escape liability for the assessment provided for herein by abandonment of his lot. In any action to enforce any assessment made hereunder, the prevailing party shall be entitled to a reasonable attorney's fee, including attorney's fees for appellate proceedings, and all costs associated therewith.**

OFFICIAL RECORDS
BOOK PAGE
041

Section 6. Subordination of the Lien to Mortgages The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage encumbering a lot, or shall also be subordinate to the lien of any mortgage encumbering all or a portion of the Properties and the purpose of which is for acquisition or development of the Properties or for construction of improvements thereon. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

Section 7. Master Association Lien. In addition to the liens as provided above, shall also exist a lien in favor of the Master Association with respect to any amounts owed to the Master Association on a specific lot which are not paid by a specific lot owner. In the alternative the Master Association or the Property Owner's Association may place a lien of record against a particular lot for failure to pay the assessment. Thereafter the lien may be enforced pursuant to either sections 1 through 6 respectively of the Covenant, or pursuant to the terms and conditions of the Master Covenant. The purpose of this Section is not to abrogate any rights which the Master Association may have against an owner of a lot with respect to the collection and enforcement of liens against a lot owner, but rather to supplement the same.**

ARTICLE IV

PROPERTY RIGHTS

Section 1. Owner's Easements/Right-of-Way of Enjoyment. Every owner of a lot shall have a right and easement /right-of-way of enjoyment in and to the common areas which shall be appurtenant to and shall pass with the title to such lot, subject to the right of the Association to dedicate or transfer all or any part of the common areas to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument executed by two-thirds (2/3) of each class of member agreeing to such dedication or transfer has been duly recorded.

Section 2. Delegation of Use. Subject to such limitations as may be imposed by the By-Laws, each owner by delegate his right of enjoyment in and to the common areas and facilities to the members of his family, his guests, tenants, and invitees.

Section 3. Other Easements/Right-of-Way.

(a) Easements/Right-of-Ways for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision plat. Within these easements/right-of-ways, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with or change the direction of flow of drainage facilities in the easements/right-of-ways. The easement/right-of-way area of each lot and all improvements therein shall be continuously maintained by the owner of such lot, except for improvements for maintenance of which a public authority or utility company is responsible.

(b) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement/right-of-way or reservation and such easement/right-of-way and reservations shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements/right-of-ways and reservations are reserved.

(c) No plantings shall occur in the easements/right-of-ways unless approved by the Board of Directors of the Association and in compliance with the Planting Section per Seminole County, Florida Landscaping Rights-of-Way Residential Roads Guidelines.***

Section 4. Right of Entry. The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any lot and any lake in the subdivision at any reasonable hour on any day to perform such maintenance as may be authorized herein.

Section 5. No Partition. There shall be no judicial partition of the common areas, nor shall declarant, or any owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any lot owned in cotenancy.

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SEMINOLE COUNTY, FL.
OFFICIAL RECORDS
BOOK PAGE

ARTICLE V

USE RESTRICTIONS

The subdivision shall be occupied and used only as follows:

Section 1. Each lot shall be used as a single family residence of conventional construction and manufactured, modular or mobile homes shall not be permitted.

Section 2. No business of any kind shall be conducted on any residence with the exception of the business of the declarant and the transferees of declarant in developing all of the lots as provided in Section 11, below.

Section 3. No noxious or offensive activity shall be carried on in or on any lot with the exception of the business of the declarant and the transferees of declarant in developing all of the lots as provided in Section 11, below.

Section 4. No sign of any kind shall be displayed to public view on a lot or the common areas without the prior written consent of the Association, except customary name and address signs and lawn signs, the sign itself being no more than three (3) square feet and the support no more than six (6) foot tall, in advertising a property for sale or rent.***

Section 5. Nothing shall be done or kept on a lot or on the common areas which would increase the rate of insurance relating thereto without the prior written consent of the Association, and no owner shall permit anything to be done or kept on his lot or the common areas which would result in the cancellation of insurance on any residence or on any part of the common areas, or which would be in violation of any law.

Section 6. Dogs, cats and other household pets shall not be allowed to run free outside the owner's residence. Dogs must be kept on a leash at all times when outside the owner's residence except where the backyard of the owner's residence is fenced in which case said pet or pets shall be allowed to roam in the owner's fenced backyard without a leash. Cats and other household pets must be managed and/or controlled when outside the owner's residence. While pets are leashed and walked by the owner on property other than that of the pet owner, the pet owner shall be responsible for the removal of all fecal material deposited by said owner's pet upon the yard, lawn, or common areas belonging to the Association or persons other than the owner of said pet.*** No livestock or poultry of any kind shall be raised, bred or kept on any lot or on the common areas.

Section 7. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any lot or on the common areas except in sanitary containers located in appropriate areas concealed from public view.

Section 8. No fence, hedge, wall, or other dividing instrumentality over six (6) feet in height measured from the ground on which it stands shall be constructed or maintained on any lot. Except that Declarant and the transferees of declarant may vary or exceed such height in constructing fences in accordance with the existing architectural plans, especially as to the common areas. No fence of any type or wall of shrubbery shall be placed in front of any dwelling, detached building or structure. Any equipment used to hang clothes for drying shall not be visible from the front or side yards of any dwelling. No material

shall be used for any fence or wall other than cedar, redwood, or other solid wood. The support poles for such wooden fences shall be placed to the interior side of the lot with the finished side of the fencing to the outside. The wood fence must be of a shadowbox, stockade, board on board or batten style fence. No metal or chain link fences shall be installed on any lots subsequent to the date hereof. No brick, stone or concrete wall shall be allowed or permitted except that the existing perimeter wall shall remain and is hereby excepted from this provision.***

Section 9. No outbuilding, basement, tent, shack, garage, trailer, shed or temporary building of any kind shall be used as a residence, either temporarily or permanently.

Section 10. Nothing shall be altered in, constructed on, or removed from the common areas except on the written consent of the association.

Section 11. Declarant or the transferees of Declarant shall undertake the work of developing all lots included within the subdivision. The completion of that work, and the sale, rental, or other disposition of residential units is essential to the establishment and welfare of the subdivision as an ongoing residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this declaration shall be understood or construed to:

(a) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from doing on any part or parts of the subdivision owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work.

(b) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from constructing and maintaining on any part or parts of the subdivision property owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the subdivision as a residential community, and the disposition of lots by sale, lease or otherwise;

(c) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from conducting on any part or parts of the subdivision property owned or controlled by Declarant or Declarant's transferees or their representative, the business of completing such work, of establishing the subdivision as a residential community and of disposing of lots by sale, lease or otherwise; or

(d) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or other disposition of subdivision lots. As used in this section, the words "its transferees" specifically excluded purchasers of lots improved with completed residences. Sizes of such sign or signs shall comply with existing County Ordinances.

Section 12. Parking/Motor Vehicles/Trailers/Recreational Vehicles.***
No automobile, truck, boat and trailer, trailer, house trailer, mobile home, camper or other similar vehicle shall be parked on the front yard. All of the above vehicles shall not be parked on the street (including the right-of-way thereof) overnight for a continuous period of time in excess of eight (8) consecutive hours. No engine or vehicle of any type will be repaired or assembled in the front, back or side yards within the sight of any residence. Inoperative or partly assembled automobiles or engines must be kept in garages or within structures approved by the developer or the Homeowner Association as the case may be. 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 or stored or otherwise permitted to remain on any lots except in a garage at the residence. The parking of commercial vehicles which description shall include commercial pick up trucks, commercial vans, commercial trucks, truck tractors, semi-trailers, and commercial trailers, at any time on driveways or other parts of lots or on the public streets adjacent to the lot is prohibited except for loading and unloading purposes or when parked entirely within a garage permitted to be built under the provisions of these restrictions. Boats, motor homes, travel trailers and similar recreational vehicles, inoperable vehicles and vehicles under repair are not to be visible from the street. No motor vehicle,

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OFFICIAL RECORDS
BOOK PAGE

automobile, truck, boat, trailer, boat and trailer, house trailer, mobile home, camper, or other similar vehicle shall be parked at any time so as to block or obstruct any portion of the sidewalks or driveways within Lakeview Village or otherwise block or obstruction ingress and egress of Lakeview Village.***

Section 13. All lots must conform to Seminole County, road right-of-way requirements.

Section 14. No Lot shall be subdivided or split by any means whatsoever into any greater number of residential Lots nor into any residential Lot or Lots of smaller size. ***

Section 15. Does not exist in the original Covenants or in any amendments.

Section 16. Occupancy Before Completion. No building or structure upon the Property shall be occupied until the same is approved for occupancy by such governmental agency which is responsible for regulation of building construction and until it complies with the terms and provision of the Declaration.

Section 17. Ground Maintenance.

(a) Grass, hedges, shrubs, vines and mass plantings of any type on each Lot shall be kept trimmed and shall at regular intervals be mowed, trimmed and cut so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed and replaced. Any exterior structure, such as basketball hoops, satellite dishes, etc., must be kept up and maintained in good order so as not to be unsightly, based on the discretion of the Board.

(b) No weeds, vegetation, rubbish, debris, garbage, objects waste, or materials of any kind whatsoever shall be placed or permitted to accumulate upon any portion of a Lot which would render it unsanitary, unsightly, offensive or detrimental to the Property in the vicinity thereof or to the occupants of any such property in such vicinity.

(c) No building material of any kind or character shall be placed or stored upon any Lot so as to be open to view by the public or neighbors, unless such material will be used and is used within one (1) month after the construction of buildings or structures upon the Lot on which material is stored.***

Section 18. Laundry. No clothes, sheets, blankets or other articles shall be hung out to dry in the side or front yards of any Lot except in a service yard or yard enclosed by a lattice, fence, wall or other screening device.

Section 19. Exterior Light Fixtures. No exterior lighting fixtures shall be installed on any Lot or residential dwelling without adequate and proper shielding of the fixtures. No lighting fixture shall be installed that may become an annoyance or a nuisance to the residents of adjacent properties.

Section 20. Section 20 is deleted and consolidated with Section 12.***

Section 21. Excavations. No excavations for stone, gravel and dirt or earth shall be made on any portion of the Property; except for the construction of dwellings, walls, foundations, structures and other appurtenances, plans and specifications, which excavations have been approved by the Homeowners Association's Board of Directors. Excavations may be made for swimming pools and landscaping without said Board approval, subject to this Declaration of Covenants.

Section 22. Wells. No water wells shall be dug on any Lot or on the Property except for the purposes of irrigation of landscaping.

Section 23. Open Burning. Open burning to reduce solid waste on occupied residential premises is not permitted.

Section 24. Swimming Pools. Swimming pools may be constructed on any Lot provided that access to them from outside the Lot is controlled from all directions by fencing and the residential structure. If pools are protected by screens, such screens and their structures shall be approved by the Board.

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OFFICIAL RECORDS
BOOK PAGE

Section 25. Preservation of Existing Trees. No existing tree greater than four (4) inches in diameter, measured three (3) feet above the ground, shall be removed from any Lot for any reason except disease or unless said tree directly interferes with the erecting or placing of the residence on the Lot, or unless the removal of said tree is required for the installation of a swimming pool which must be screen enclosed. In the event that the removal of any said tree is required for the construction of a swimming pool or any structure other than the main residence, the approval of the governing bodies having jurisdiction thereof shall be required.

Section 26. Right to Inspect. The Homeowners Association's Board of Directors may, at any reasonable time or times with prior notice to the owner, enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction or alteration of structures thereon are in compliance with the provisions hereof, and neither said Board nor any of its agents shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 27. Antennae and Aerials. No exterior antennae, aerials, ham radios, or radio transmission equipment shall be operated or permitted to be operated in the Property, except for existing antennae or aerials existing as of the date of adoption hereof. No earth satellite signal reception equipment shall be permitted on the Property unless prior written approval is obtained from the Association. Application for approval shall be in writing and directed to the Board of Directors.

Satellite dish restrictions are as follows: The height be no more than eight (8) feet from the base (ground level) to the highest point of the dish, which would be two feet above fence level. The satellite dish should be concealed as much as possible. (Based on the discretion of the Board). The diameter of the satellite dish is to be no wider than seven and one-half feet (7½'). The satellite dish must be in compliance with all county codes.

Section 28. Dwelling Size. The ground floor of the main residential structure of a one story home, exclusive of one-story open porches, breezeways and garages shall not be less than one thousand one hundred (1,100) square feet. To the extent there are two story homes, the first floor must be no less than nine hundred fifty (950) square feet. Each residence shall have an enclosed garage for a minimum of two cars. No carports shall be permitted.

Section 29. Building Location. No building shall be located on any Lot nearer than twenty (20) feet to the front Lot line or nearer than twenty (20) feet to any side street line. Side yard setbacks shall be a minimum of zero (0) feet on one side with a minimum of seven (7) feet between buildings. No residence shall be located on any interior Lot nearer than fifteen (15) feet to the rear Lot line. For the purpose of this covenant, eaves, steps, and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot. If there is any conflict between this Section and applicable zoning regulations of the proper authority, said zoning regulations shall take precedence.

Section 30. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 31. Skate Board Ramps. No skate board ramps or similar devices used for skate boarding or skating shall be placed on the sidewalks or roadways within Lakeview Village at any time. No bicycle ramps or similar devices used for bicycling or free style bicycling shall be placed on the sidewalks or roadways within Lakeview Village at any time.***

Section 32. NON APPLICABLE

Section 33. Soliciting. No solicitation is permitted by residents and/or non-residents of Lakeview Village unless prior written approval has been obtained from the Board of Directors of Lakeview Village Homeowners Association.***

Section 34. Rental Application. In the event a homeowner in the Lakeview Village Subdivision desires to rent said homeowner's property, of which all leases and rental agreements must be for one year, an application shall be made available to the Board of Directors of the Lakeview Village Homeowners Association. All homeowners must have their current addresses on file with the Board. Owners must supply tenants with a copy of the Declaration of Covenants, Rules and Regulations or other documents indicating, directing or imposing modes of conduct upon the residents of the Lakeview Village Homeowners Association. All leases and rental agreements must be for one year.

OFFICIAL RECORDS
BOOK PAGE
144 0431

Section 35. Change of Ownership. The Lakeview Village Homeowners Association must be notified on each occurrence of a change of Ownership

2844 0422
 OFFICIAL RECORDS
 BOOK PAGE
 SEMINOLE CO., FL.

ARTICLE VI

SUBDIVISION GUIDELINES

Section 1. Approval. No building, fence, driveway, patio, paved area, wall or other structure shall be commenced, erected or maintained upon the Existing Property and Additions to Existing Property, nor shall any exterior, addition to, change or alteration therein be made until the plans and specifications shall have been submitted to and approved in writing by the Board of the Association Directors. Three (3) copies of all plans and associated data shall be furnished the Association for its approval, two (2) copies of which will be returned to the builder or buyer.

Section 2. Setback Lines. Setback lines must comply with County ordinances.

Section 3. Review Documents. Plans for structures shall be no less than $\frac{1}{4}$ "=1' scale and site and landscape plans 1/8"-1' scale. Drawings and documents required for review shall consist of the following:

- (a) Floor plan(s) with habitable square footage shown thereon,
- (b) Elevations of all sides of contemplated structure(s),
- (c) Summary specifications list of proposed materials together with samples of exterior materials and colors.

The Builder, Contractor, or his representative will also provide a site plan showing the location of the structure(s), setbacks and major trees over 6" in diameter. The Builder, Contractor, or his representative will also provide preliminary plans indicating plant materials.

Section 4. Administrative Procedures. All requests for approval of building and site plans shall be in writing and signed by the owner or owner-purchaser. All requests for modification or changes after initial approval has been granted shall likewise be in writing. Approval or disapproval of all requests by the Association will be in writing and verbal approval or disapproval is deemed to be inadequate and unacceptable.

Licensed contractors building in Lakeview Village Subdivision are presumed to be familiar with these standards and the restrictive covenants and copies of the documents will be furnished the buyer upon closing of the lot sale. All buyers are required to adhere to these standards as a condition of purchase of a residential lot in Lakeview Village Subdivision. Further, builders and buyers are encouraged to enthusiastically support these design standards in order to ensure the integrity of the development.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. the Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action for enforcement brought hereunder, the prevailing party shall be entitled to a reasonable attorney's fee, including attorney's fees through appellate proceedings.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. The Covenants and Restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is adopted, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended by an instrument signed by not less than fifty-one (51%) of the owners.

Signed, sealed and delivered
in the presence of:

LAKEVIEW VILLAGE HOMEOWNERS
ASSOCIATION, INC.

Ralph Nicodogger
Name RALPH NICODOGGER
290 Lake Breeze Circle
Address
Lake Mary FL 32746
City and State

David W. Lanman
Name David W. Lanman, President
P.O. Box 950854
Address LAKE HAVY, FL 32795

Bruce S. Martin
Name Bruce S. Martin
161 Lakebreeze Circle
Address
Lake Mary, FL 32746
City and State

OFFICIAL RECORDS
BOOK PAGE
244 0423
SEMINOLE CO. FL.

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 25th day June, 1992,
by DAVID W. LANMAN, President of LAKEVIEW VILLAGE HOMEOWNERS ASSOCIATION, INC
who is personally known to me.

Susan M. Brown
Notary Public
Susan M. Brown
597 Spinnaker
Lake Mary, FL 32746
My Commission Expires



SUSAN M. BROWN
My Comm Exp. 4-8-96
Bonded By Service Ins.
No. CC192229

9/1/58

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made as of the 16 day of November, 1990 by PALMER HOMES, INC., a Florida corporation, (hereinafter referred to as "PALMER HOMES") and has the effect of modifying that certain Declaration of Covenants, Conditions and Restrictions recorded February 11, 1988 in O.R. Book 1930 Page 1141, Public Records of Seminole County, Florida (the "Covenant") as modified the First Amendment to Declaration of Covenants, Conditions and Restrictions recorded August 15, 1988 in O.R. Book 1986 at Page 1142, Public Records of Seminole County, Florida and re-recorded August 24, 1988 in O.R. Book 1989 at Page 1504, Public Records of Seminole County, Florida.

W I T N E S S E T H:

WHEREAS, DEL PROPERTIES II, Ltd., assigned to Palmer Homes, Inc. all its right, title and interest as Declarant under the Covenant; and

WHEREAS, PALMER HOMES is now desirous of modifying the Covenant as provided for below.

NOW, THEREFORE, PALMER HOMES modifies the Covenant as follows:

1. Section 8 of Article V is amended by adding the following:

"No material shall be used for any fence or wall other than cedar, redwood, or other solid wood, brick, stone or concrete block provided, however, any concrete block shall be of approved architectural type or stucco finished. With reference to wood fences, the support poles shall be to interior side of lot with finished side to outside and the fence must be of shadowbox, stockade, or board-on-batten style fence. No metal or chain link fences shall be installed on any lot subsequent to date hereof."

2. Section 12 of Article V is amended by adding the following:

"No automobile, truck, boat and trailer, trailer, house trailer, mobile home, camper or other similar vehicle

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SEMINOLE COUNTY, FL.

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MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL.

RECORDED & VERIFIED
1990 DEC -5 AM 9:32

© Central Florida

SEP 03 2000

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY [Signature] DEPUTY CLERK

shall be parked at any time so as to block or obstruct any portion of the sidewalks within Lakeview Village."

3. Article V is hereby amended by adding the following Section 31:

"Section 31. No skateboard ramps or similar devices used for skateboarding or skating shall be placed on the sidewalks or roadways within Lakeview Village at any time."

4. Article V, Section 6 is amended by adding the following:

"Dogs, cats and other household pets shall not be allowed to run free outside the owner's residence and must be kept on a leash at all times when outside the owner's residence."

5. Except as herein expressly modified, all terms and conditions of the covenant are hereby reaffirmed.

IN WITNESS WHEREOF, PALMER HOMES has caused these presents to be signed on the day and year first above written.

Signed, sealed and delivered in the presence of:

PALMER HOMES, INC.

Margaret C. Johnson
Patricia A. Jones

BY: Paul C. Palmer Jr.
Paul C. Palmer Jr.
President

STATE OF FLORIDA
COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared PAUL C. PALMER JR. to me well known, and known to me to be the individual described in and who executed the foregoing instrument as President of the above named Corporation, and acknowledged to and before me that he executed such instrument as such officer of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of November, 1990.



Margaret C. Johnson
Notary Public, State of Florida

My commission expires: 11/24/93

PREPARED BY: Paul C. Palmer, Jr.
RETURN TO:
PALMER HOMES, INC.
P.O. Box 941807

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SERIAL NO. FL.
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BOOK PAGE

17/2.50

DAVID N. BERRIEN
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL.

RECORDED & VERIFIED

532567

1988 AUG 15 AM 9:31

FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS is made as of the 11 day
of July, 1988, by DEL PROPERTIES XI, LTD., a Florida
limited partnership, (hereinafter referred to as "Declarant")
and is joined into by PALMER HOMES, INC., a Florida corporation
(hereinafter referred to as "Palmer Homes") and has the effect
of modifying that certain Declaration of Covenants, Conditions
and Restrictions recorded on February 22, 1988 in Official
Records Book 1930 at Page 1141 of the Public Records
Seminole County, Florida (the "Covenant")

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OFFICIAL RECORDS
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SEMINOLE CO. FL.

WITNESSETH:

WHEREAS, Declarant as owner of all the real property as
described in Exhibit "A" has heretofore made and recorded of
record the "Covenant" and is now desirous of modifying the same
as provided for below, and

WHEREAS, Declarant has sold portions of the properties
described in Exhibit "A" to Palmer Homes which entity joins
into and consents to this modification of the Covenant.

NOW THEREFORE, Declarant with the joinder of Palmer Homes,
modifies the Covenant as follows:

1. An additional "Whereas" clause is added to the
preamble of the Covenant to read as follows:

"WHEREAS, it is the further purpose of the
Declarant to provide for a method of collecting
assessments from owners of lots which are owed by said
Lot Owners to The Crossings Master Community
Association (the "Master Association") pursuant to a
document entitled "Revised Declaration of Covenants,
Conditions and Restrictions for The Crossings", filed
on January 29, 1987 in Official Records Book 1813 at
Page 1707 of the Public Records of Seminole County,
Florida (the "Master Covenant")."

2. Section 3 of Article 3 is amended by adding the
following sentence:

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT EXHIBIT "A"
LEGAL DESCRIPTION.

1988 1142
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SEMINOLE CO. FL.

Return to: Central Florida Title Company
1971 Lee Road
Winter Park, Florida 32789

RECORDED & VERIFIED

1988 AUG 24 PM 2:27

DAVID N. BERRIEN
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL.

5355687

MURAI WALD BIONDO MATTHEWS & MORENO, P.A., 900 INGRAHAM BUILDING, MIAMI, FLORIDA 33131 - TEL (305) 388-3900

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA

BY *[Signature]*
CLERK

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"In addition to the initial amount of annual assessment as provided above, the Property Owner's Association shall also collect an amount equivalent to the amount owed by the individual Lot Owners to the Master Association pursuant to the Master Covenant. As of the date hereof, the amount owed to the Master Association equates to \$200.00 per lot."

3. There is added a Section 7 to Article 3 as follows:

"Section 7. Master Association Lien. In addition to the liens as provided above, shall also exist a lien in favor of the Master Association with respect to any amounts owed to the Master Association on a specific lot which are not paid by a specific Lot Owner. In the alternative the Master Association or the Property Owner's Association may place a lien of record against a particular lot for failure to pay the assessment. Thereafter the lien may be enforced pursuant to either sections 1 through 6 respectively of the Covenant, or pursuant to the terms and conditions of the Master Covenant. The purpose of this Section is not to abrogate any rights which the Master Association may have against an owner of a lot with respect to the collection and enforcement of liens against a lot owner, but rather to supplement the same."

All other terms and conditions of the Covenant not conflict herewith are not incorporated by reference reaffirmed.

IN WITNESS WHEREOF, the Developer and Palmer Homes have caused these presents to be signed on the day and year first above written.

Signed, sealed and delivered in the presence of:

DEL PROPERTIES XI, LTD., a Florida limited partnership

By: DELVIEW CORPORATION, sole general partner

Mary Brunberg
Kate Ward

By: Christopher DelGuidice
Christopher DelGuidice
President

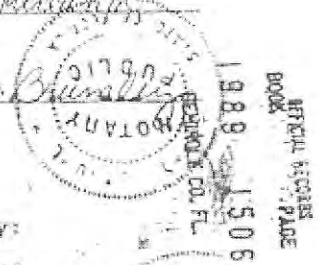
STATE OF Florida)
) SS
COUNTY OF Seminole)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared CHRISTOPHER DELGUIDICE, as President of DelView Corporation, sole general partner of DEL PROPERTIES XI, LTD., a Florida limited partnership, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same on behalf of the limited partnership.

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1989 1505
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SEMINOLE CO. FL.

WITNESS my hand and official seal at Maitland
Florida this 16th day of May, 1988.

Mary B. Chumley
NOTARY PUBLIC
Notary Public, State Of Florida At Large
My Commission Expires April 26, 1989
Bonded by C&C Insurance Company of America



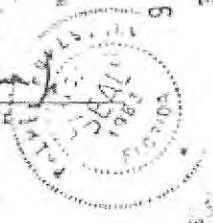
My Commission Expires: Notary Public, State Of Florida At Large
My Commission Expires April 26, 1989
Bonded by C&C Insurance Company of America

THE ABOVE is agreed to and joined into by:

Signed, sealed and delivered
in the presence of:

Bernice Dennis
Margaret E. Johnson

PALMER HOMES, INC., a
Florida corporation
By: Paul C. Palmer, Jr.
Paul C. Palmer, Jr.
President



STATE OF FLORIDA)
) SS
COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day, before me, an
officer duly authorized in the State and County aforesaid
to take acknowledgments, personally appeared PAUL C. PALMER, JR.,
as President of PALMER HOMES, INC, a Florida corporation, to me
known to be the person described in and who executed the
foregoing instrument, and he acknowledged before me that he
executed the same on behalf of the corporation.

WITNESS my hand and official seal at Orlando, FL.
this 16th day of July, 1988.

Margaret E. Johnson
NOTARY PUBLIC



My Commission Expires:
Nov. 24, 1989
01-0095B+/1

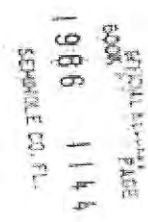


EXHIBIT "A"

All Lots in LAKEVIEW VILLAGE, according to the plat thereof, recorded in Plat Book 38 at Page 86-89 of the Public Records of Seminole County, Florida.

0095+

SEMINOLE COUNTY
BOOK 38 PAGE
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SEMINOLE COUNTY
BOOK 38 PAGE
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DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made as of the date hereinafter set forth, by DEL PROPERTIES XI, LTD, a Florida Limited partnership, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Seminole, State of Florida, which is more particularly described on Exhibit A attached hereto and by this reference made a part hereof; and

WHEREAS, it is the desire of Declarant to provide that future owners of living units located on the above described property shall pay a portion of the cost of maintaining common areas as reflected on the plat of Lakeview Village (hereinafter the "Common Areas") and for the further purpose of maintaining a private wall which circles portions of the property.

NOW, THEREFORE, Declarant hereby declares that all of the properties, or any portion or subdivision of such properties, described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any portion or subdivision thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Lakeview Village Homeowners Association, Inc., a non-profit corporation organized under the laws of the State of Florida, its successors and assigns.

Section 2 "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of a fee simple title to any lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3 "Properties" shall mean and refer to the property as described on Exhibit A hereto.

Section 4 "Lot" shall mean and refer to the 150 individual plots of land shown upon the recorded subdivision map or plat of the Properties with the exception of the Common Areas.

Section 5. "Declarant" shall mean Del Properties XI, Ltd., its successors and assigns, provided such successors or assigns acquire more than one undeveloped lot from declarant for the purpose of development.

Section 6. "Maintenance" shall mean the exercise of reasonable care to keep buildings, roads, landscaping,

THIS INSTRUMENT PREPARED BY:
NAME Gerald J. Bianco
ADDR. 25 25th Ave.
Miami, Florida
33131

P. Del Ampercas

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SEMINOLE CO. FL.

DAVID H. BERGEN
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLA.
478947

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1988 FEB 11 PM 4:05

SEP 08 2006

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY *[Signature]*
CLERK

lighting, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

Section 7. "Mortgage" shall mean a conventional mortgage or a deed of trust.

Section 8. "Mortgagee" shall mean a holder of a conventional mortgage or a beneficiary under or holder of a deed of trust.

Section 9. "Plat" shall mean the recorded plat of Lakeview Village Subdivision, recorded in Plat Book 38, Page 86-89 of the Public Records of Seminole County, Florida.

1930 1142
BOOK PAGE
SEMINOLE CO. FL.

ARTICLE II

ASSOCIATION; VOTING RIGHTS

Section 1. Every owner of a lot shall be a member of the association; membership shall be appurtenant to and may not be separated from ownership of a lot.

Section 2. The association shall have two classes of voting members as follows:

Class A. Class A members shall be all owners with the exception of declarant, and shall be entitled to one vote for each lot owned. When more than one person holds an interest in a given lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one vote be cast with respect to any lot owned by Class A members.

Class B. The Class B member shall be declarant, who shall be entitled to exercise two (2) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or on January 1, 1993, whichever first occurs.

ARTICLE III

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1 Creation of the Lien and Personal Obligation of Assessments The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association assessments or charges, such assessments to be established and collected as hereinafter provided. The assessments, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made; provided, however, no such assessment shall be a lien on the land until such lien is recorded in the public records of Seminole County, Florida. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time the

assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2 Purpose of the Assessments The assessments levied by the Association shall be used exclusively for the maintenance of the Common Areas, a private wall which encircles a portion of the subdivision and any other lawful purposes which enhance the subdivision as determined by the Association.

Section 3 Amount of Assessment The initial amount of the annual assessment by the Property Owners Association shall be One Hundred Dollars (\$100.00) per Lot. The Board of Directors of the Association may fix the amount of the annual assessment, as provided in the Articles of Incorporation and By-Laws of the Association.

Section 4 Date of the Commencement of Annual Assessments The assessments as against each particular Lot provided for herein shall commence once a lot is improved with a single family home and conveyed to a purchaser other than Declarant or the developer of the subdivision. The first assessment shall be adjusted according to the number of days remaining in the month of such conveyance. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of that association setting forth whether the assessments on a specific Lot have been paid. A properly executed Certificate of the Association as to the status of assessments on a Lot is binding upon that Association as of the date of its issuance.

Section 5 Effect of Nonpayment of Assessments; Remedies of the Association Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate permitted by Florida law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessment provided for herein by abandonment of his Lot. In any action to enforce any assessment made hereunder, the prevailing party shall be entitled to a reasonable attorney's fee, including attorney's fees for appellate proceedings.

*Per Board Home
one \$25
fee*

Section 6 Subordination of the Lien to Mortgages The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage encumbering a Lot, or shall also be subordinate to the lien of any mortgage encumbering all or a portion of the Properties and the purpose of which is for acquisition or development of the Properties or for construction of improvements thereon. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

ARTICLE IV.

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every owner of a lot shall have a right and easement of enjoyment in and to the common areas which shall be appurtenant to and shall pass with the title to such lot, subject to the right of the Association to dedicate or transfer all or any part of the

1930 1143
SERIALS
BOOK
PAGE

common areas to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument executed by two-thirds (2/3) of each class of member agreeing to such dedication or transfer has been duly recorded.

Section 2. Delegation of Use. Subject to such limitations as may be imposed by the Bylaws, each owner may delegate his right of enjoyment in and to the common areas and facilities to the members of his family, his guests, tenants, and invitees.

Section 3. Other Easements.

(a) Easements for installation and maintenance of utilities and drainage facilities are shown on the recorded subdivision plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each lot and all improvements therein shall be continuously maintained by the owner of such lot, except for improvements for maintenance of which a public authority or utility company is responsible.

(b) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any such easement, reservation, or right of way, and such easements, reservations, and rights of way shall at all times be open and accessible to public and quasi-public utility corporations, their employees and contractors, and shall also be open and accessible to declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights of way are reserved.

Section 4. Right of Entry. The association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any lot and any lake in the subdivision at any reasonable hour on any day to perform such maintenance as may be authorized herein.

Section 5. No Partition. There shall be no judicial partition of the common areas, nor shall declarant, or any owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any lot owned in cotenancy.

ARTICLE V

USE RESTRICTIONS

The subdivision shall be occupied and used only as follows:

Section 1. Each lot shall be used as a single family residence, of conventional construction and manufactured, modular or mobil homes shall not be permitted.

Section 2. No business of any kind shall be conducted on any residence with the exception of the business of declarant and the transferees of declarant in developing all of the lots as provided in Section 11, below.

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Section 3. No noxious or offensive activity shall be carried on in or on any lot with the exception of the business of the declarant and the transferees of declarant in developing all of the lots as provided in Section 11, below.

Section 4. No sign of any kind shall be displayed to public view on a lot or the common areas without the prior written consent of the association, except customary name and address signs and lawn signs of not more than six (6) square feet in size advertising a property for sale or rent.

Section 5. Nothing shall be done or kept on a lot or on the common areas which would increase the rate of insurance relating thereto without the prior written consent of the association, and no owner shall permit anything to be done or kept on his lot or the common areas which would result in the cancellation of insurance on any residence or on any part of the common areas, or which would be in violation of any law.

Section 6. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot or on the common areas. However, dogs, cats and other household pets may be kept on lots subject to such rules and regulations as may be adopted by the association, so long as they are not kept, bred, or maintained for commercial purposes.

Section 7. No rubbish, trash, garbage, or other waste material shall be kept or permitted on any lot or on the common areas except in sanitary containers located in appropriate areas concealed from public view.

Section 8. No fence, hedge, wall, or other dividing instrumentality over Six (6) feet in height measured from the ground on which it stands shall be constructed or maintained on any lot. Except that Declarant and the transferees of Declarant may vary or exceed such height in constructing fences in accordance with the existing architectural plans, especially as to the common areas. No fence of any type or wall of shrubbery shall be placed in front of any dwelling, detached building, or structure. Any equipment used to hang clothes for drying shall not be visible from the front or side yards of any dwelling.

Section 9. No outbuilding, basement, tent, shack, garage, trailer, shed, or temporary building of any kind shall be used as a residence, either temporarily or permanently.

Section 10. Nothing shall be altered in, constructed on, or removed from the common areas except on the written consent of the association.

Section 11. Declarant or the transferees of Declarant shall undertake the work of developing all lots included within the subdivision. The completion of that work, and the sale, rental, or other disposition of residential units is essential to the establishment and welfare of the subdivision as an ongoing residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this declaration shall be understood or construed to:

(a) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from doing on any part or parts of the subdivision owned or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the

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SERIALS
BOOK PAGE

completion of such work;

(b) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from constructing and maintaining on any part or parts of the subdivision property owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the subdivision as a residential community, and the disposition of lots by sale, lease, or otherwise;

(c) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from conducting on any part or parts of the subdivision property owned or controlled by Declarant or Declarant's transferees or their representatives, the business of completing such work, of establishing the subdivision as a residential community and of disposing of lots by sale, lease, or otherwise; or

(d) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale, lease, or other disposition of subdivision lots. As used in this section, the words "its transferees" specifically exclude purchasers of lots improved with completed residences. Sizes of such sign or signs shall comply with existing County Ordinances.

Section 12. No automobile, truck, boat and trailer, trailer, house trailer, mobile home, camper or other similar vehicle shall be parked on the front yard or on the street (including the right-of-way thereof) overnight for a continuous period of time in excess of twelve (12) consecutive hours. No engine, or vehicle of any type will be repaired or assembled in the front, back or side yards within the sight of any residence. Inoperative or partly assembled automobiles or engines must be kept in garages or within structures approved by the developer. 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 or stored or otherwise permitted to remain on any lot except in a garage at the residence.

Section 13. All lots must conform to Seminole County, road right-of-way requirements.

Section 14. Subdivision. No Lot shall be subdivided or split by any means whatsoever into any greater number of residential lots nor into any residential lot or lots of smaller size without the express prior consent of the Homeowners Association's Board of Directors.

Section 16. Occupancy Before Completion. No building or structure upon the Property shall be occupied until the same is approved for occupancy by such governmental agency which is responsible for regulation of building construction and until it complies with the terms and provisions of this Declaration.

Section 17. Ground Maintenance.

(a) Grass, hedges, shrubs, vines and mass plantings of any type on each Lot shall be kept trimmed and shall at regular intervals be mowed, trimmed and cut so as to maintain

1990 1146
SEMINOLE CO. FL.
BOOK PAGE

the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed and replaced.

(b) No weeds, vegetation, rubbish, debris, garbage, objects, waste, or materials of any kind whatsoever shall be placed or permitted to accumulate upon any portion of a Lot which would render it unsanitary, unsightly, offensive or detrimental to the Property in the vicinity thereof or to the occupants of any such property in such vicinity.

(c) No building material of any kind or character shall be placed or stored upon any Lot so as to be open to view by the public or neighbors, unless such material will be used and is used within three (3) months after the construction of buildings or structures upon the Lot on which material is stored.

Section 18. Laundry. No clothes, sheets, blankets or other articles shall be hung out to dry in the side or front yards of any Lot except in a service yard or yard enclosed by a lattice, fence, wall or other screening device.

Section 19. Exterior Light Fixtures. No exterior lighting fixtures shall be installed on any Lot or residential dwelling without adequate and proper shielding of the fixtures. No lighting fixture shall be installed that may become an annoyance or a nuisance to the residents of adjacent properties.

Section 20. Parking. The parking of commercial vehicles, which description shall include trucks (larger than a pick-up truck), truck-tractors, semi-trailers, and commercial trailers, at any time on driveways, or any other part of a Lot or on the public streets adjacent to the Lot, is prohibited except for loading and unloading purposes or when parked entirely within a garage permitted to be built under the provisions of these restrictions. Boats, motor homes, travel trailers and similar recreational vehicles, inoperable vehicles and vehicles under repair are not to be visible from the street.

Section 21. Excavations. No excavations for stone, gravel and dirt or earth shall be made on any portion of the Property; except for the construction of dwellings, walls, foundations, structures and other appurtenances, plans and specifications, which excavations have been approved by the Homeowners Association's Board of Directors. Excavations may be made for swimming pools and landscaping without said Board approval, subject to this Declaration of Covenants.

Section 22. Wells. No water wells shall be dug on any Lot or on the Property except for the purposes of irrigation of landscaping.

Section 23. Open Burning. Open burning to reduce solid waste on occupied residential premises is not permitted.

Section 24. Swimming Pools. Swimming pools may be constructed on any Lot provided that access to them from outside the Lot is controlled from all directions by fencing and the residential structure. If pools are protected by screens, such screens and their structures shall be approved by the Board.

Section 25. Preservation of Existing Trees. No existing tree greater than four (4) inches in diameter, measured three (3) feet above the ground, shall be removed from any Lot for any reason except disease or unless said tree directly interferes with the erecting or placing of the residence on the

1930 1147
 BOOK PAGE
 SEASIDE CO. FL.

Lot, or unless the removal of said tree is required for the installation of a swimming pool which must be screen enclosed. In the event that the removal of any said tree is required for the construction of a swimming pool or any structure other than the main residence, approval of the governing bodies having jurisdiction thereof shall be required.

Section 26. Right to Inspect. The Homeowners Association's Board of Directors may, at any reasonable time or times with prior notice to the owner, during periods of construction or alteration and within thirty (30) days thereafter, enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction or alteration of structures thereon are in compliance with the provisions hereof, and neither said Board nor any of its agents shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

1980 1148
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BOOK PAGE
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Section 27. Antennae and Aerials. No exterior antennae or aerials shall be permitted on the Property. No ham radios or radio transmission equipment shall be operated or permitted to be operated in the Property. No earth satellite signal reception equipment shall be permitted on the Property unless prior approval is obtained from the Association.

Section 28. Dwelling Size. The ground floor of the main residential structure of a one story home, exclusive of one-story open porches, breezeways and garages shall not be less than one thousand one hundred (1,100) square feet. To the extent there are two story homes, the first floor must be no less than nine hundred fifty (950) square feet. Each residence shall have an enclosed garage for a minimum of two cars. No carports shall be permitted.

Section 29. Building Location. No building shall be located on any Lot nearer than twenty (20) feet to the front Lot line or nearer than twenty (20) feet to any side street line. Side yard setbacks shall be a minimum of zero (0) feet on one side with a minimum of seven (7) feet between buildings. No residence shall be located on any interior Lot nearer than fifteen (15) feet to the rear Lot line. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building, provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot. If there is any conflict between this Section and applicable zoning regulations of the proper authority, said zoning regulations shall take precedence.

Section 30. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Article VI

SUBDIVISION GUIDELINES

Section 1 Approval No building, fence, driveway, patio, paved area, wall or other structure shall be commenced, erected or maintained upon the Existing Property and Additions to Existing Property, nor shall any exterior, addition to, change or alteration therein be made until the plans and speci-

cations shall have been submitted to and approved in writing by the Board of the Association Directors. Three (3) copies of all plans and associated data shall be furnished the Association for its approval, two (2) copies of which will be returned to the builder or buyer.

Section 2 Setback Lines Setback lines must comply with County ordinances.

Section 3 Review Documents Plans for structures shall be no less than 1/4" = 1' scale and site and landscape plans 1/8" = 1' scale. Drawings and documents required for review shall consist of the following:

- (a) Floor plan(s) with habitable square footage shown thereon,
- (b) Elevations of all sides of contemplated structure(s),
- (c) Summary specifications list of proposed materials together with samples of exterior materials and colors.

The Builder, Contractor, or his representative will also provide a site plan showing the location of the structure(s), setbacks and major trees over 6" in diameter. The Builder, Contractor, or his representative will also provide preliminary plans indicating plant materials.

Section 4 Administrative Procedures All requests for approval of building and site plans shall be in writing and signed by the owner or owner-purchaser. All requests for modification or changes after initial approval has been granted shall likewise be in writing. Approval or disapproval of all requests by the Association will be in writing and verbal approval or disapproval is deemed to be inadequate and unacceptable.

Licensed contractors building in Lakeview Village Subdivision are presumed to be familiar with these standards and the restrictive covenants and copies of the documents will be furnished the buyer upon closing of the lot sale. All buyers are required to adhere to these standards as a condition of purchase of a residential lot in Lakeview Village Subdivision. Further, builders and buyers are encouraged to enthusiastically support these design standards in order to ensure the integrity of the development.

Article VII

GENERAL PROVISIONS

Section 1 Enforcement The Association or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any action for enforcement brought hereunder, the prevailing party shall be entitled to a reasonable attorney's fee, including attorney's fees through appellate proceedings.

Section 2 Severability Invalidation of any one of these covenants or restrictions by judgement or court order shall in no wise affect any other provisions which shall remain in full force and effect.

1930 1149
OFFICIAL RECORDS
BOOK PAGE
SEMIWEEK CO. FL.


Section 3 Amendment The Covenants and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Owners, and thereafter by an instrument signed by not less than seventy five percent (75%) of the Owners.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name by its duly authorized officer, as of the 14 day of January, 1987.

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SERIALS OF FL.


Signed, sealed and delivered in the presence of:



DEL PROPERTIES XI, LTD
By: Del View Corporation,
sole general partner
By: 
Christopher Del Guidice
President

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 14 day of January, 1987, by Christopher Delguidice, as President of Del View Corporation, a Florida corporation, the general partner of DEL PROPERTIES XI, LTD., a Florida limited partnership, on behalf of the corporation.


Notary Public
My commission expires:



75253

5/1

DAVID S. BERRIEN
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FL.

RECORDED & VERIFIED

494710

1988 APR -8 PM 2:16

STATE OF FLORIDA
COUNTY OF SEMINOLE

Return To:

Prepared by:
Blount Sikes & Associates
1199 North Orange Avenue
Orlando, Florida 32804

SURVEYOR'S AFFIDAVIT REGARDING
LAKE VIEW VILLAGE
PLAT BOOK 38, PAGES 86, 87, 88, and 89
PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA

BEFORE ME, the undersigned notary, personally appeared Wesley E. Blount,
who being duly sworn, according to the law, deposes and says as follows:

1. That he is a registered land surveyor (Florida Registration Number
2700) practicing in Orange and Seminole Counties, Florida.

2. That he surveyed, monumented, and was responsible for the platting
of that certain subdivision of land known as Lake View Village, according to the
plat thereof as recorded in Plat Book 38, Pages 86, 87, 88, and 89, Public Records
of Seminole County, Florida (hereinafter "PLAT").

3. That subsequent to the recording of PLAT, further examination has
revealed to him that there is a non-defined easement shown along the common lot
line between Lots 12 and 13, Lake View Village, according to the plat thereof as
recorded in Plat Book 38, Pages 86, 87, 88, and 89, Public Records of Seminole County,
Florida; and that this easement is a ten (10) foot wide utility easement extending
five (5) feet on each side of the common lot line between said Lots 12 and 13.

4. That this Affidavit is made and executed pursuant to Section 177.141
of the Florida Statutes for the purpose of correcting PLAT; and that Affiant has
made a resurvey of the property which is the subject of Affidavit within the last
ten (10) days and that no evidence exists on the ground that would conflict with
the corrections as stated in this Affidavit.

DATED: April 8, 1988

Wesley E. Blount
Wesley E. Blount, P.L.S.
Fla. Reg. Surveyor #2700

Sworn and subscribed before me this 8th day of April, 1988.

David S. Berrien
NOTARY PUBLIC - STATE OF FLORIDA

My Commission Expires:

Notary Public State of Florida at Large
My Commission expires Aug. 13, 1988

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OFFICIAL RECORDS
PAGE

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY *Maryanne Morse*
DEPUTY CLERK