

Prepared by and Return to:
Brian S. Hess, Esquire
Clayton & McCulloh
1065 Maitland Center Commons Blvd.
Maitland, FL 32751

**CERTIFICATE OF AMENDMENT TO THE
DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR LAKE FOREST
NORTH HOMEOWNERS ASSOCIATION OF PALM COAST**

KNOW ALL MEN BY THESE PRESENTS:

That on this 28 day of FEBRUARY, 2005, the undersigned, LAKE FOREST NORTH HOMEOWNERS ASSOCIATION OF PALM COAST, INC., (hereinafter the "Association"), pursuant to Florida Statutes and the DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR LAKE FOREST NORTH HOMEOWNERS ASSOCIATION OF PALM COAST, recorded in Official Records Book 0415, Page 0030, *et seq.*, of the Public Records of Flagler County, Florida, as amended and supplemented, (hereinafter referred to as the "Declaration"), hereby certifies that the "AMENDMENT TO THE DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR LAKE FOREST NORTH OF PALM COAST", (hereinafter referred to as the "Amendment"), attached hereto and by reference made a part hereof, was duly adopted on the 28 day of FEBRUARY, 2005.

Pursuant to Article XIII of the Declaration, the Amendment was approved by the affirmative vote of at least two-thirds (2/3) of the Lot Owners who are Members of the Association, and the Declarant is no longer an Owner of any Lot affected by the Declaration. Proper notice was given for the FEBRUARY 28, 2005, Special Meeting of the Membership (*i.e.*, the meeting where the said Amendment was passed), pursuant to §720.306(5), Florida Statutes (2005) and the BYLAWS OF LAKE FOREST NORTH HOMEOWNERS ASSOCIATION OF PALM COAST, INC., and said Notice stated the purpose, time and place of the Special Meeting.

The Association is a not-for-profit corporation created pursuant to Chapter 617, Florida Statutes and a homeowners association subject to Chapter 720, Florida Statutes.

With the exception of the above referenced Amendment, all other terms and conditions of the Declaration shall remain in full force and effect.

IN WITNESS THEREOF, LAKE FOREST NORTH HOMEOWNERS ASSOCIATION OF PALM COAST, INC., has caused the Amendment to be executed in its name, this 28 day of FEBRUARY, 2005.

Signed, sealed and delivered in the presence of:

LAKE FOREST NORTH HOMEOWNERS ASSOCIATION OF PALM COAST, INC.

Penny Killackey
(Sign)

By:

Patricia A. Eldridge
(Sign)

Penny Killackey
(Print)

President, Lake Forest North Homeowners Association of Palm Coast, Inc.

Sue Roberts
(Sign)

PATRICIA A. ELDRIDGE
(Print)

Sue Roberts
(Print)

Jeanne Harkins
(Sign)

By:

Penny Killackey
(Sign)

JEANNE HARKINS
(Print)

Secretary, Lake Forest North Homeowners Association of Palm Coast, Inc.

Sue Roberts
(Sign)

Penny Killackey
(Print)

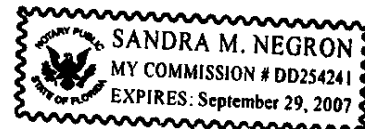
SUE Roberts
(Print)

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing Certificate of Amendment to the Declaration of Covenants And Restrictions of Lake Forest North Homeowners Association of Palm Coast, was acknowledged before me this 28 day of FEBRUARY, 2005, by PATRICIA ELDRIDGE, as President of LAKE FOREST NORTH HOMEOWNERS ASSOCIATION OF PALM COAST, INC., a Florida corporation, on behalf of the corporation. He/she is personally known to me or produced _____ as identification.

NOTARY PUBLIC

Sandra M. Negron
State of Florida, At Large
(Print Name) SANDRA M. NEGRON
My Commission Expires: 9-29-07

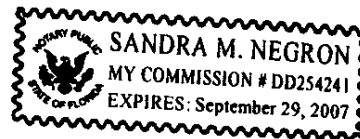


STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing Certificate of Amendment to the Declaration of Covenants And Restrictions of Lake Forest North Homeowners Association of Palm Coast, was acknowledged before me this 28 day of FEBRUARY, 2005, by PENELOPE KILLACKEY, as Secretary of LAKE FOREST NORTH HOMEOWNERS ASSOCIATION OF PALM COAST, INC., a Florida corporation, on behalf of the corporation. He/she is personally known to me or produced _____ as identification.

NOTARY PUBLIC

Sandra M. Negron
State of Florida, At Large
(Print Name) SANDRA M. NEGRON
My Commission Expires: 9-29-07



Prepared by and Return to:
Brian S. Hess, Esquire
Clayton & McCulloh
1065 Maitland Center Commons Blvd.
Maitland, FL 32751

AMENDMENT TO THE
DECLARATION AND GENERAL PROTECTIVE COVENANTS
FOR LAKE FOREST NORTH OF PALM COAST

Article XI, Sections 9, 10, 13, 19, and 35, and Article XIII, Sections 7 and 12, of the Declaration and General Protective Covenants for Lake Forest North of Palm Coast, are hereby amended as follows (note additions are indicated by underlining; deletions are indicated by ~~strike-throughs~~):

ARTICLE XI

Building and Use Covenants

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Section 9. Signs. ~~Except as provided herein, or specifically allowed by law~~ No sign, advertisement or poster of any kind, specifically including, but not limited to, signs related to any political referendum or candidate, shall be erected or displayed to the public view on the Committed Property without the prior written approval of the Architectural Review Committee and the Association as to size, color, content, material, height and location. This paragraph shall not apply to Declarant. One "for sale" sign, no larger than eighteen (18) inches by eighteen (18) inches, and used solely in connection with the marketing of the affected Lot for sale shall be permitted without prior approval from the Architectural Review Committee or the Association. Such "for sale" sign shall only be displayed in a front window of a Dwelling Unit. However, such "for sale" sign may not include any logo of, graphics of, name of, or reference to a real estate brokerage or company, other than the phone number to such real estate brokerage or company. The Association reserves the right to demand the immediate removal of signs that have not been placed in compliance with this Section.

Section 10. Pets, Livestock and Poultry. No animals, livestock, or poultry of any kind or size shall be raised, bred or kept on any Lot, except that dogs, cats or other household pets may be kept as authorized by the Board of Directors of the Association. However, the number of said pets shall not exceed two (2) for any Lot, provided that they are not kept, bred or maintained for any commercial purpose and provided that they do not become a nuisance or annoyance to any neighbor. No dogs or other pets shall be permitted to have excretions on any Lot, Common Areas, or anywhere else within the Committed Property, except in locations designated by the Association. When outside a Dwelling Unit, all pets shall be leashed and accompanied by the pet's owner or other person responsible for said pet.

Except as provided herein, as of the effective date of this Amendment, no new pets shall be

permitted to reside on the Committed Property which exceed twenty (20) pounds in weight. All currently-owned pets in excess of twenty (20) pounds will be exempted from the twenty (20) pound weight limit for present Owners, their family members currently residing on the property and/or current tenants. Therefore, as of the effective date of this Amendment (i.e. the date this Amendment is recorded in the Public Records of Flagler County, Florida), the twenty (20) pound weight limit for pets shall apply to:

- (a) all pets owned by Owners who purchase a Lot within Lake Forest North after the above-referenced effective date of this Amendment (i.e. "new Owners");
- (b) all pets owned by family members of new Owners, purchasing within Lake Forest North;
- (c) all pets owned by new tenants of Lots within Lake Forest North whose leases commence after the effective date of this Amendment; and
- (d) all newly acquired pets (by whatever means) by present Owners, their family members residing on the property, or present tenants of Lake Forest North (i.e., any pet which is not housed at a Lot within Lake Forest North as of or on the effective date of this Amendment).

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Section 13. Exterior Appearances and Landscaping.

(a) The paint, coating, stain, and other exterior finishing colors on all buildings may be maintained as that originally installed, without prior approval of the Architectural Review Committee. Prior approval by the Architectural Review Committee shall be necessary before any such exterior finish color is changed. Furthermore, prior approval shall be required if the Association or any Owner wishes to paint, varnish, stain or make any application to exterior trellises or wood treatment, if any.

(b) The landscaping, including, without limitation, the trees, shrubs, lawns, flower beds, walkways, and ground elevations, shall be maintained as originally installed by Declarant, unless the prior approval for any substantial change is obtained from the Association and the Architectural Review Committee. Except as set forth herein, Lot Owners shall only replace trees, shrubs, grass, plants, and flowers with the same or other vegetation as the surrounding climate and irrigation system will support. The Architectural Review Committee has a list of recommended plants for the purpose of healthy replacement. A Lot Owner shall obtain prior approval from the Architectural Review Committee before removing trees, shrubs, grass, plants or perennial flowers to establish or expand a flowerbed. Notwithstanding anything to the contrary, a Lot Owner may plant, maintain, and/or replace flowering annuals in existing and/or approved flowerbeds.

(c) Neither aluminum foil, paper, nor anything which the Architectural Review Committee deems objectionable, may be placed on windows or glass doors.

(d) No Owner may place any furniture, equipment or objects of any kind or construct any structures, slabs or porches beyond the limits of any building or patio wall or place any objects such as bicycles, toys, barbecues, etc., on the rear patio unless concealed from the view of the road frontage and other Dwelling Units, except, however, customary outdoor furniture. When not in use, Lot Owners shall store all barbecue grills and propane tanks inside the patio area of a Dwelling Unit, and have such

barbeque grills or propane tanks completely covered.

(e) All Lots shall be kept in a clean and sanitary manner and no rubbish, refuse or garbage shall be allowed to accumulate or any fire hazard allowed to exist.

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Section 19. Sales and Rentals. No Townhouse Lot or Dwelling Unit thereon may be sold, rented, or sublet without express written notice to approval of the Board of Directors of the Association. This provision is for the purpose of making certain that subsequent owners and renters understand the rights and obligations of Members of the Association, including, but not necessarily limited to, the Declaration and Rules and Regulations. In addition, the Board of Directors may authorize the use of a registration form to be completed by prospective purchasers or renters. All Lot Owners desiring to lease their Dwelling Unit must submit a Lease Approval Form to the Board of Directors and acquire written approval before any Dwelling Unit may be occupied by tenants. No Dwelling Unit may be rented, leased or sublet for a period of less than thirty (30) ninety (90) days. Under no circumstances may a Lot Owner allow a renter to sublease to a third party. All enforcement procedures applicable to this Declaration shall be equally applicable to enforcement of this section.

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Section 35. Violations. In addition to all other remedies, and to the maximum extent allowed by law, in the event of a violation of this Declaration, or of any rule properly promulgated by the Board of Directors of the Association, the Association may, as an additional remedy, impose a fine or fines upon a Lot Owner, tenant, guest or invitee for failure to comply with any covenant, restriction, rule, or regulation set forth herein or in any of the Association's Declaration, Articles, Bylaws, and Rules & Regulations, as they may be amended and/or supplemented, provided the following procedures are adhered to:

(a) Notice: The Board of Directors of the Association or the enforcement committee shall notify the Owner, tenant, guest and/or invitee of the alleged infraction or infractions and provide such individual or entity at least fourteen (14) days notice of the intent to fine. Included in the notice shall be the date, place and time of a hearing before the enforcement committee at which time the party sought to be fined may present evidence and reasons why (a) fine(s) should not be imposed;

(b) Hearing: The alleged non-compliance shall be presented to the enforcement committee at a hearing at which time the party sought to be fined for the alleged violation shall have an opportunity to present defenses and reasons why (a) fine(s) should not be imposed. A written decision of the enforcement committee shall be submitted to the party responsible for the alleged violation not later than twenty-one (21) days after the meeting of the enforcement committee. The party sought to be fined shall have a right to be represented by counsel and to cross-examine witnesses;

(c) Fines and/or Revocation of Certain Privileges: The enforcement committee may impose a reasonable fine not to exceed \$100.00 per violation, or, in the case of a continuing violation, may impose a reasonable fine of up to \$100.00 on the basis of each day of said continuing violation not to exceed \$1,000.00 in the aggregate, against any Owner, tenant, guest and/or invitee;

(d) Payment of Fines: Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties;

(e) Collection of Fines: To the extent allowed by law, Fines shall be a charge and continuing lien against the subject Lot and shall be treated as an assessment, including the right of foreclosure, all as subject to the provisions for the collection of assessments set forth in Article VII herein;

(f) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors;

(g) Non-exclusive Remedy: These fines shall not be construed to be the exclusive remedy of the Association, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

provide written notice of the violation to the Owner of record, and if said violation shall continue for a period of seven (7) days from the receipt of the written notice, the Owner may be assessed an amount up to \$5.00 per day, per violation. This assessment shall be considered in the same manner as hereinbefore provided for regular assessments and those sections providing for the recording of the assessment lien; enforcement and collection shall also apply.

ARTICLE XIII

General Provisions

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Section 7. Amendment. Excepting Supplemental Declarations and in addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges, and liens of this Declaration may be amended, changed, added to, derogated, or deleted at any time and from time to time, upon the execution and recordation of any instrument executed by: (1) Declarant, for so long as it holds title to any Lot affected by this Declaration and said amendment by Declarant shall not require the consent of any mortgagees, Owners or partial owners of Townhouse Lots of the Association, either now or in the future; or, alternatively, (2a) by affirmative vote of a majority of the Lot Owners voting in person or by proxy, at any regular or special meeting of the Association called and noticed in accordance with the By-Laws (i.e., once a quorum is established at any regular or special meeting of the Association, a majority of the members who are entitled to vote and who are present in person or by proxy may amend this Declaration.) holding not less than two-thirds vote of the membership in the Association or by an instrument signed by the President and Secretary of the Association attesting that such instrument was approved by Members entitled to vote two-thirds of the votes of the Association at a meeting of the Members called for such purpose; provided, that so long as Declarant is the owner of any Lot affected by this Declaration, Declarant's consent must be obtained; and (2b) by all Institutional Mortgagees of Lots affected by this Declaration, provided that so long as Declarant is the owner of any Lot affected by this Declaration, Declarant's consent must be obtained. Any amendment must be properly recorded in the Public Records of the County to be effective.

Any amendment to this Declaration which alters any surface water or stormwater management system, beyond the maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the St. Johns River Water Management District.

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Section 12. Approval of Association Lawsuits by Owners Board of Directors. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of ~~three-fourths (3/4)~~ a majority of the members of the Board of Directors of all Owners (at a duly called meeting of the Owners Board of Directors at which a quorum is present) prior to the payment of legal or other fees to persons or entities engaged by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of Assessments;
- (b) the collection of other charges which Owners are obligated to pay pursuant to the Lake Forest North Documents; or
- (c) the enforcement of the use and occupancy restrictions contained in the Lake Forest North Documents, including, but not limited to, those against tenants; or,
- (d) ~~in an emergency where waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to Lake Forest North or any portion thereof.~~

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Unofficial Document