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1st Quality Title  
1P-07-0654

Record and Return to:  
Eric P. Gifford, Esquire  
Gilligan, King, Gooding & Gifford, P.A.  
1531 SE 36<sup>th</sup> Avenue  
Ocala, Florida 34471



DAVID R. ELLSPERMANN, CLERK OF COURT MARION COUNTY  
DATE: 08/15/2007 11:11:50 AM  
FILE #: 2007109406 OR BK 04867 PGS 0872-0879

RECORDING FEES 69.50

**AMENDMENT TO DELCARATION OF PROTECTIVE  
COVENANTS AND RESTRICTIONS**

KNOW ALL MEN BY THESE PRESENTS that Herbert Hein as successor developer by assignment from First Federal Savings and Loan Association of Osceola County, herein and hereby amends that certain instrument entitled "Protective Covenants and Restrictions for Trails East" filed in Official Records Book 1468 at Page 1977, et seq., of the Public Records of Marion County, Florida as the same affects Trails East pursuant to the Plat thereof, recorded in Plat Book Z, at Pages 37 and 40 of the Public Records of Marion County, Florida.

These amendments are made pursuant to Article VIII (Section 1) (Section U) (Section EE) (Section FF) and Article XII of the aforementioned Declaration of Protective Covenants and Restrictions wherein the Developer is given sole and absolute discretion to amend the terms and conditions of the Declaration of Protective Covenants and Restrictions.

In accordance with the aforesaid authority, the Developer herein and hereby amends Article I (Section 1) (Sub-section (i)) in its entirety to read as follows:

(i) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee or undivided fee interest in any homesite located within the properties, including the Declarant or any trustee holding title to such property on behalf of the Declarant, or any entity for the benefit or at the direction of the Declarant or on behalf of any Trust for the benefit of the Declarant, but shall not mean or refer to any mortgagee unless such mortgagee has filed a foreclosure action or any proceeding in lieu of foreclosure. At the filing of a foreclosure action, the mortgagee shall be considered the "Owner" up until the mortgagor redeems said property from foreclosure or any action filed in lieu of foreclosure. Declarant shall not under any circumstances be required to show or provide any documentation as to ownership, or interest in any Trust or entity other than by affidavit affirmatively stating the Declarant has an interest in that property in order to be considered "Owner".

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In accordance with the aforesaid authority, the Developer herein and hereby amends Article IV (Section 3) (Sub-paragraph (b)) in its entirety to read as follows:

(b) When authorized by Declarant, all owners of homesites shall be entitled to one vote for each homesite owned. It is contemplated when 95% of the "Subject Property" or homesites are sold, control shall pass to the Association. Sale of the "Subject Property" or homesites does not include the transfer of record title from or at the direction of the Declarant to any trust or to any lawful entity in which the Declarant has an interest or any successor Developer. Until such time, owners' votes shall be considered but not binding on Declarant. When more than one person holds an interest in any homesite, all such persons shall be members but in no event shall more than one vote be cast with respect to any single homesite. In the event all of the owners of a homesite cannot agree on any vote, no vote shall be cast for such homesite, provided, however, that the Association may conclusively rely on the vote cast by any of the owners of a homesite as being authorized by all such owners unless the Association has been notified in writing to the contrary by one of such owners.

In accordance with the aforesaid authority, the Developer herein and hereby amends Article VI (Section 10) (Sub-section (c)) in its entirety to read as follows:

(c) All properties owned or controlled by the Declarant, or in which the Declarant has an interest in, no matter what form or type of interest, ownership, or type of entity the ownership may be in. Declarant shall not under any circumstance, be required to show or provide any documentation as to ownership, or interest in any Trust or entity other than by affidavit affirmatively stating the Declarant has an interest in that property in order for that property to be exempt.

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In accordance with the aforesaid authority, the Developer herein and hereby amends Article VII (Section 1) in its entirety to read as follows and adding (paragraph (a)):

Section 1. Maintenance by the Owner. Unless designated as the responsibility of the Declarant in Section 2 of Article VII, each owner is responsible for maintenance in good order, condition and repair of the interiors and exteriors of living units and of all mechanical equipment, plumbing and electrical facilities located on a homesite servicing the living unit thereon, and any pool, hot tub, spa or similar facility located on a homesite, and any equipment and appurtenances. The owner shall promptly perform such maintenance so as to keep the living unit and homesite in a good state of repair and in conformity with the aesthetic standards required from time to time. No owner shall in any way maintain or improve any areas for which the Declarant has the responsibility for maintenance without the prior written consent of the Declarant. All portions of the home and roof visible from the road shall also be maintained in a neat & clean condition at all times. Roofing must be kept clean & stain free so that it does not become unsightly.

(a) Landscaping Setback Requirement. No owner of a homesite shall plant, cultivate or maintain any shrubs or landscaping within 10 feet of the road right-of-way that shall exceed two feet in height. Instead this area shall be sodded and Owner shall be responsible for mowing, trimming and edging. Lawns must be kept edged along roadways monthly.

In accordance with the aforesaid authority, the Developer herein and hereby amends Article VIII (Section 1) (Sub-paragraph (a)) in its entirety to read as follows:

(a) No building or other structure shall be erected in that part of the said property zoned residential other than one single family residence which shall include an enclosed garage per lot. No structure of a temporary character, trailer, boat, motor home, recreational vehicle, tent, shack, garage, barn, sheds or other outbuilding shall be erected or placed on a homesite at any time, nor shall anything other than the single family residence be used as a residence, either temporarily or permanently. Notwithstanding the foregoing restrictions, storage sheds may be erected or placed on a homesite provided that the owner first requests and obtains written approval from the Declarant. The Declarant reserves the right to erect any type of building that is permitted under Marion County code for R 2 zoning, provided they all must have a enclosed garage.

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In accordance with the aforesaid authority, the Developer herein and hereby amends Article VIII (Section 1) (Sub-paragraph (g)) in its entirety to read as follows:

(g) All property lines shall be kept free and open and fences shall not be erected on any lot or lot lines except where designated and approved by Declarant or his approval committee. All fences that are allowed to be erected may not exceed the height of six (6) feet and must be of either vinyl coated chain link (black or green) or PVC. Any fence or other enclosure or structure or aesthetic feature shall be so designed as to contribute to and be in keeping with the character of the area. No fences shall be erected, constructed or placed in the front of any homesite. Any determination of what portion of a homesite constitutes the front or side yard shall be made by the Declarant or his approval committee, in the Declarant or committee's sole discretion. All fences must be approved in writing by Declarant.

In accordance with the aforesaid authority, the Developer herein and hereby amends Article VIII (Section 1) (Sub-paragraph (j)) in its entirety to read as follows:

(j) Individual lot owners shall be responsible for maintenance, regressing, mowing & trimming of their lot to the edge of the paved road to be performed on a regular basis. Lawns must be kept mowed, trimmed, edged, fertilized, watered regularly and treated to maintain a healthy lawn at all times. Any lawn that becomes diseased or unsightly must be replaced promptly. Any storm water drains installed under the private driveways will be the owners responsibility and ongoing and continued maintenance is required by the owner and any damage to the paved road resulting from building, construction, lawn maintenance, regressing or lot or home improvement shall be the responsibility of the individual lot owners. In the event lot owners shall fail to do so, then Declarant or his assigns, including the Lakeview Woods P.O.A., may upon notice to the owner at his last known address do so and bill the owner for the cost of such maintenance plus a fee for the handling/contracting of such repairs which shall become a lien upon that lot owner's property.

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In accordance with the aforesaid authority, the Developer herein and hereby amends Article VIII (Section 1) (Sub-paragraph (q)) in its entirety to read as follows:

(q) All driveways and storm water drains shall be maintained by owner. **Driveways shall not be painted.** All lot owners shall keep all driveways, approaches and sidewalks free of stains and seal or concrete stain each on a regular & ongoing basis to prevent staining or becoming unsightly. Stain or covering of any type must be approved in writing by Declarant or his assigns. Any driveway, approach or sidewalk, visible from the road shall be so maintained at all times.

In accordance with the aforesaid authority, the Developer herein and hereby amends Article VIII (Section 1) (Sub-paragraph (dd)) in its entirety to read as follows:

(dd) Though TRAILS EAST is a private road subdivision, in order to restrict through traffic and to enable the Declarant and the Association to restrict access, the Declarant having agreed and having contracted to build the streets and roadways throughout the development to County specifications and agreed to County testing, the Declarant in his sole & absolute discretion hereby reserves the right to:

(1) To petition the County of Marion to accept the roads for maintenance;

(2) To redesign, change or alter the entrance and the road way of the subdivision from Hwy 40 up to and including Block "B" lot 6, to change or make better or different use of the lots in Block A, lots 1-3 and Block B, lots 1-6.

(3) To require the Association to relocate at its expense the gates and gate openers and all facilities appurtenant thereto.

(4) To require the association or lot owners at its/ their expense to move, install, relocate or change the placement, style or type of the mailboxes.

In accordance with the aforesaid authority, the Developer herein and hereby amends Article VIII (Section 1) and adds (Sub-paragraph (nn) & (oo)) in its entirety to read as follows:

(nn) Satellite Dishes and Antennas. Any owner desiring to receive either Direct Broadcast Satellite (DBS), Direct Satellite System (DSS), Multichannel Multipoint Distribution

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(wireless cable) providers (MMDS) and Television Broadcast Stations (TVBS) are restricted to the placement of a satellite dish no more than one (1) meter in diameter & no more than 1 dish installed on a metal pole, and located in the rear or side yard, as near to the dwelling unit as reasonably feasible. The top of the mounted satellite dish shall not be higher than twenty four inches (24") from ground level. The dish shall be reasonably screened from view from surrounding property either by landscape plantings or by being covered by a specifically designed artificial rock designed to hide the satellite dish from plain view. If necessary a dish may be placed on a rear or side roof of a dwelling with special written permission. ALL OTHER TYPES OF ANTENNA OR SATELLITE DISH INSTALLATIONS ARE PROHIBITED EXCEPT THOSE DEVICES THAT ARE PROTECTED UNDER FEDERAL LAW OR REGULATIONS.

(oo) Hedges. No hedge or shrubbery shall be allowed to exceed the height of four (4) feet on any homesite. Hedges and shrubs must be neatly trimmed. Hedges shall not be placed along the front property line and in that area between the house and any road or road right-of-way and any telephone pole line or irrigation swale, or in the front yard except along a side property line (which shall be defined as the line adjacent to a homesite and not adjacent to a road or road right-of-way) of any homesite. Any determination of what portion of a homesite constitutes a front yard, side yard or back yard shall be made by the Declarant, in the Declarant's sole discretion.

In accordance with the aforesaid authority, the Developer herein and hereby amends Article III (Section 4) in its entirety to read as follows:

Section 4. Rules and regulations. Declarant shall have the right in his sole and absolute discretion to modify, amend and terminate at any time and from time to time rules and regulations for the use of the common areas and the recreational areas.

In accordance with the aforesaid authority, the Developer herein and hereby amends Article III by adding the following language as Section 5 of said Article III as follows:

Section 5. Purchase of Common Areas and Recreational Areas. The Association and members shall be required to purchase from the Declarant or any entity at Declarant's direction, that property now described as Tract "D" of Trails East Subdivision, the common and/or recreational area, by paying to Declarant the average asking price of the water front lots in Trails East Subdivision, multiplied

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paying to Declarant fair market value as determined by using the average asking price of the water front lots in Trails East Subdivision, multiplied approximately three times so that the lake front foot is identical to Tract D, Closing shall occur prior to turnover of control from the Declarant to the Association and its members.

In accordance with the aforesaid authority, the Developer herein and hereby amends Article VIII (Section 1) (Subparagraph (kk)) in its entirety to read as follows:

(kk) Declarant reserves the right to promulgate rules and regulations to be established by the Declarant on the recreational areas. Declarant reserve the right to limit the number and type of boat or water vehicle which may be used on the lake. Rules and regulations may be established by the Declarant as to time, number of boats or watercraft allowed and safety rules to be followed. The recreational areas may be utilized for boat launching under rules and regulations as established from time to time by Declarant. Water skiing will **NOT** be permitted. No motorized boats, jet skis, wave runners, etc. shall be permitted at any time. Only sail powered boats, paddle boats, canoes or boats using oars or electric motors shall be permitted. These rights shall pass to the Association at time of purchase of Tract "D" by the Association, except that at no time shall power boats of any kind be allowed with the exception that a pontoon boat under the control of the Association for the benefit of the all members may be used.

In all other respects the Declaration of Protective Covenants and Restrictions shall remain in full force and effect to the ability of the Developer to further amend the same.

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IN WITNESS WHEREOF, the Developer has hereunto set his  
hand and seal on this 14 day of June, 2007.

WITNESSES:  
Donna Congdon  
Donna Congdon

[Signature]  
Herbert Hein, as Developer

Peggy McMurtry

STATE OF Michigan  
COUNTY OF Genesee

I HEREBY CERTIFY that on this day before me, an  
officer duly authorized in the State and County aforesaid to  
take acknowledgments, personally appeared Herbert Hein, as  
Developer/Declarant, to me known to be the person described in  
and who executed the foregoing instrument.

Donna Congdon

Donna Congdon  
Notary Public

My commission expires:

**DONNA CONGDON**  
Notary Public, Genesee County, MI  
My Commission Expires Oct. 18, 2007