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DECLARATION OF COVENANTS AND RESTRICTIONS  
THE TRAILS SUBDIVISION, UNITS 1 AND 2  
VOLUSIA COUNTY, FLORIDA  
AND  
NOTICE OF PROVISIONS OF  
THE TRAILS HOMEOWNERS ASSOCIATION, INC.

THIS DECLARATION, made this 1st day of August, 1975,  
by THE TRAILS, INC., a Florida corporation, with its principal  
place of business at 501 North Grandview, Daytona Beach, Volusia  
County, Florida, (hereinafter sometimes referred to as the "Developer");

W I T N E S S E T H:

WHEREAS, the Developer is the record owner in fee simple  
absolute of certain real property located in Volusia County, Florida,  
and more particularly described in the "Schedule of Legal Description"  
which is attached hereto as Exhibit "A" and made a part hereof, and

WHEREAS, in accordance with the applicable provisions  
of State law and local ordinance, the Developer caused the above  
described real property to be subdivided into a platted subdivision  
known as "The Trails Subdivision, Units 1 and 2", and a series of  
subdivision plats thereof duly filed in the Office of Clerk of the  
Circuit Court, Volusia County, Florida, on January 15, 1975, and  
recorded in Map Book 33 at pages 153 and 154 of the Public Records  
of Volusia County, Florida, and

WHEREAS, it is the present intention of the Developer  
to develop The Trails Subdivision, Units 1 and 2, as a low density,  
high quality, residential subdivision, and

WHEREAS, the Developer has subdivided The Trails  
Subdivision, Units 1 and 2 into 143 lots and intends to cause further  
units of contiguous lands owned by the Developer to be subdivided  
over the next six years, and

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OFFICE OF CLERK OF  
CIRCUIT COURT  
VOLUSIA COUNTY, FLORIDA

WHEREAS, there is a need to specify, make and impose covenants, and to grant necessary easements for the proper use of the subdivision, and to provide for an effective administration of the common areas in the subdivision,

WHEREAS, The Developer has caused to be incorporated in Florida a non-profit corporation known as The Trails Homeowner's Association, Inc. which has been formed to manage the common areas, collect assessments, and generally provide for the orderly enjoyment of The Trails Subdivision, Units 1 and 2, and any future units of The Trails Subdivision hereafter filed by Developer,

NOW THEREFORE, this Declaration is made, filed and recorded by the Developer so that from the effective date hereof, the real property described in the Schedule of Legal Description which is attached hereto as Exhibit "A", is and shall be held, transferred, sold, conveyed, given, donated, leased, occupied, and used subject to the restrictions, conditions, easements, charges, burdens, assessments, affirmative obligations, and liens (all hereinafter sometimes referred to as the "covenants") hereinafter set forth. This Declaration shall become effective on the date and at the time it is filed and recorded in the Public Records of Volusia County, Florida.

ARTICLE IDEFINITIONS AND DESCRIPTION OF PROPERTY

Section 1.1 Definitions--The following words and terms when used in this Declaration and any supplemental declaration, unless the context shall clearly indicate otherwise, shall have the following meanings:

(a) "Association" shall mean and refer to The Trails Homeowners Association, Inc., a Florida Corporation not for profit, and its successors and assigns, the membership of which will be owners of "dwelling units" or "lots", not only of The Trails Subdivision, Units 1 and 2, but also future units of The Trails Subdivision filed of record in Volusia County, Florida, by the Developer.

(b) "Developer" shall mean and refer to The Trails, Inc., a Florida Corporation, its successors and assigns.

(c) "Common Areas" shall mean and refer to those tracts of land, described in Section 1.2 hereof, together with any improvements thereon which are conveyed or leased under a long term lease to the Association and designated in the deed or lease as "common areas". The term "common areas" shall also include any tangible personal property acquired by the Association if such property is designated as such by the Association. All common areas are to be devoted to and intended for the common use and enjoyment of the owners, their families, guests of owners, persons occupying dwelling units on a house guest or tenant basis, and visiting members of the general public (but only to the extent authorized by the Board of Directors of the Association) subject to the fee schedules and operating rules adopted by said Association; provided, however, that any lands or other property which is leased to the Association for use as common areas or common property, shall lose its character upon the expiration of the lease.

(d) "Residential Lot" or "Lot" shall mean any unimproved parcel of land located within The Trails Subdivision, Units 1 and 2, and bearing a number upon the plat of said subdivision from 1 to 143 inclusive. A parcel of land shall be deemed to be unimproved until the improvements being constructed thereon are substantially complete or are subject to ad valorem tax as improved property.

(e) "Dwelling Unit" shall mean an improved numbered parcel of ground as indicated on the recorded plat.

(f) "Subdivision" shall mean The Trails Subdivision, Units One and Two as recorded in Map Book 33, at pages 153 and 154 of the Public Records of Volusia County, Florida.

(g) "Architectural Control Committee" shall mean a committee appointed by the Board of Directors of The Trails, Inc. in accordance with Section 2.3.

Section 1.2 Common Areas -- The Common Area property is described as follows:

Those tracts of land as recorded in Book 33, pages 153 and 154 in the Public Records of Volusia County, Florida as The Trails Subdivision, Units #1 and #2, marked Area A, B, C and D, except:

Part of Area D, THE TRAILS SUBDIVISION, UNIT 2, as shown on map in Map Book 33, page 154, of the Public Records of Volusia County, Florida, and being more particularly described as follows: Beginning at the intersection of the northerly line of MISNER BRANCH with the southerly extension of the easterly line of Lot 119 of the said TRAILS SUBDIVISION; thence N 19° 27' 32" E 200 feet more or less along the Southerly extension of the said Lot 119 Easterly line and the said easterly line of said Lot 119 to the northeasterly corner of said Lot 119, said corner being on the southerly right-of-way line of RIVERRIDGE TRAIL, a 50-foot right-of-way street; thence S 69° 56' 55" E 21.78 feet along the southerly right-of-way line of the said RIVERRIDGE TRAIL; thence S 19° 27' 32" W 195 feet more or less to the Northerly line of the said MISNER BRANCH; thence westerly along the said MISNER BRANCH northerly line to the point of beginning.

AND

Part of Area D, THE TRAILS SUBDIVISION, UNIT 2, as shown on map in Map Book 33, page 154 of the Public Records of Volusia County, Florida, and being more particularly described as follows: Beginning at the intersection of the northerly line of MISNER BRANCH with the southerly extension of the easterly line of Lot 120 of the said TRAILS SUBDIVISION; thence N 12° 56' 01" E 3 feet more or less along the said Lot 120 extension to the Southeasterly corner of said Lot 120; thence N 74° 38' 42" W 125 feet along the Southerly line of said Lot 120 to the

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southwesterly corner of said Lot 120; thence N 19° 27' 32" E 135 feet along the Westerly line of said Lot 120 to the Northwestern corner of said Lot 120, said corner being on the Southerly right-of-way line of RIVERRIDGE TRAIL, a 50-foot right-of-way street; thence N 69° 56' 55" W 21.78 feet along the southerly right-of-way line of the said RIVERRIDGE TRAIL; thence S 19° 27' 32" W 190 feet more or less to the northerly line of the said MISNER BRANCH; thence easterly along the said MISNER BRANCH northerly line to the point of beginning.

Section 1.3 Property Subject to Covenants and Restrictions--The property subject to the Declaration of Covenants and Restrictions is that property described in the Schedule of Legal Description which is attached hereto as Exhibit "A".

ARTICLE II  
RESTRICTIVE COVENANTS

Section 2.1--No lot shall be used for any purpose except residential. No building shall be erected, altered, placed or permitted to remain on any lot other than one single-family residence (which shall not exceed two stories in height) and an attached two-car garage or attached two-car carport, provided, however, the owner(s) of lots 110 through and including lot 119 may, after obtaining prior written approval from the Architectural Control Committee, as hereinafter provided, erect a detached recreational structure on such lot(s).

Section 2.2--No building or structure shall be erected on, placed upon, altered, or permitted to remain on any lot unless and until the owner submits the floor plan, elevation, site clearing plan, and abbreviated specifications and such plans have been reviewed and approved by the Architectural Control Committee, as hereinafter provided. The Architectural Control Committee shall review the proposed building or structure (including plans and specifications for same) as to the quality of workmanship and materials, the harmony of the external design and location of the building or structure with existing buildings or structures, the location of the building or structure with respect to topography, vegetation and the finished grade of elevation of the lot, and any other relevant considerations which are based on acceptable standards of planning, zoning, and construction--including considerations based exclusively on aesthetic factors.

Section 2.3--The Architectural Control Committee shall be composed of not less than three (3) nor more than five (5) persons. The members of the Committee shall be appointed for staggered, three-year terms by the Board of Directors of The Trails, Inc., a Florida Corporation. In the event of death, resignation, inability to serve, or other vacancy in office of any member of the Architectural Control Committee, the Board of Directors of The Trails, Inc. shall promptly appoint a successor member who shall serve for the duration of the

unexpired term of the member whom he replaced. The membership, rules of procedure and duties of the committee shall be prescribed by and, from time to time, changed or modified by the Board of Directors of The Trails, Inc. When the Board of Directors of The Trails, Inc. deem the circumstances appropriate they shall cause control of the Architectural Control Committee to be turned over to the Board of Directors of The Trails Homeowners Association, Inc. The Association shall then appoint the membership of the Architectural Control Committee which shall assume the duties and perform the functions as set forth in this Declaration. After turnover of control is perfected, any and all appeals from action of the Architectural Control Committee shall be heard and decided by the Board of Directors of the Associations.

Section 2.4--The Architectural Control Committee shall indicate its disapproval of the matters required in Section 2.2 hereof to be acted upon by them, by a written instrument filed with the Secretary of the Board of Directors of The Trails, Inc., and served personally or by certified mail upon all interested parties, identifying the proposed building or structure and the reasons for such disapproval. The decision of the Architectural Control Committee may be appealed in writing within ten (10) days of the receipt of the decision to the Board of Directors of The Trails, Inc. and the Board shall take action on such appeal and either approve or disapprove the decision of the Architectural Control Committee within two weeks after the receipt of said appeal to the Board of Directors, and the action of the Board shall be final. If there is no appeal within ten (10) days, then the decision of the Architectural Control Committee is final. If the Architectural Control Committee fails or refuses to approve or disapprove the aforesaid matters within thirty (30) days after the application or request for action is made and after a floor plan, elevation, site clearing plan and abbreviated specification (including exterior material and colors) have been certified as received by the committee, then it shall be conclusively presumed, as to all owners and interested persons, that the plans as submitted have been approved by the Architectural Control Committee.

Section 2.5--All front, side and rear setback and lot line construction restrictions in the subdivision shall be as prescribed

for single family residences by the zoning ordinance of the City of Ormond Beach, Florida. No residence shall contain less than 1,550 square feet of enclosed living area, nor shall any residence contain less than 2,200 square feet of total area covered by roof (including attached carports, garages, porches). All garages and carports shall be attached to the residence, and each garage or carport shall be of sufficient size so as to accommodate at least two regular-size automobiles.

Section 2.6--No structure of a temporary nature or character, including but not limited to, a trailer, house trailer, mobile home, camper, basement, tent, shack, garage, barn, or other similar structure or vehicle, shall be used or permitted to remain on any lot as a storage facility or residence, or other living quarters whether temporary or permanent.

Section 2.7--No automobile, truck, boat, boat and trailer, trailer, house trailer, mobile home, camper, or other similar vehicle shall be parked on the street (including the right-of-way thereof) overnight or for a continuous period of time in excess of ten consecutive hours.

Section 2.8--No boat, boat and trailer, or trailer alone shall be parked (for any period of time in excess of ten consecutive hours) or stored or otherwise permitted to remain on any lot except in an approved boathouse, garage, or carport attached to the residence. No automobile, truck or other commercial vehicle which contains lettering or advertising thereon or which is identified with a business or commercial activity, shall be parked (for any period of time in excess of ten consecutive hours) or stored or otherwise permitted to remain on any lot except in a garage or carport attached to the residence.



Section 2.9--No livestock, poultry, or animals of any kind or size shall be raised, bred, or kept on any lot; provided, however, that dogs, cats, or other domesticated household pets may be raised and kept provided such pets are not kept, bred or maintained for any commercial purposes.

Section 2.10--No sign of any kind shall be erected, permitted to remain on or displayed to public view on or from any lot, except an approved sign giving the name of the occupant of the residence located on said lot or an approved sign advertising the premises for sale or rent. All signs shall be approved by the Association.

Section 2.11--No noxious or offensive activity shall be carried on or suffered to exist upon any lot, nor shall anything be done or permitted to exist on any lot that may be or may eminently become an annoyance or private or public nuisance.

Section 2.12--No lot shall be used or maintained for dumping or discharge of rubbish, trash, garbage, or other solid waste material. All lots shall be kept free of the accumulation of rubbish, trash, garbage, other solid waste materials, and all unsightly weeds and underbrush. All incinerators or other equipment used for the collection, storage or disposal of solid waste material shall be kept in a clean and sanitary condition. The use of any incinerators or similar equipment or facilities shall be in accordance with applicable state and county environmental laws and ordinances.

Section 2.13--Restrictions regarding the fence, wall, hedge or shrub planting on corner lots at intersections shall be as prescribed, from time to time, in the applicable provision of the Zoning Ordinance of the City of Ormond Beach, Florida.

Section 2.14--No wall, fence, or hedge over six feet in height shall be erected, placed, altered, maintained, or permitted to remain on any lot unless and until the height, type and location thereof have been approved by the Architectural Control Committee in accordance with the procedure and criteria set forth in Section 2.2 hereof.

Section 2.15-- No discharge, overflow, or accumulation of sewage effluent from any septic tank, drain field, mobile home storage tank, or other similar container shall be permitted to exist on any lot.

Section 2.16--No driveway shall be constructed, maintained, altered or permitted to exist on any lot if the driveway obstructs or would obstruct or significantly impede the flow of surface drainage in the area adjacent to the lot or in the street right-of-way or swale area adjoining or abutting the lot.

Section 2.17--The owner shall assume and pay as and when the same shall become due the cost of the installation and maintenances of the underground utility system from primary utility lines.

Section 2.18--Trees situated between the building set back lines as established by the City of Ormond Beach and the property lines, having a diameter of eight inches or more (measured four feet from ground level) may not be removed without the prior approval of the Architectural Control Committee. All requests for approval of tree removal shall be submitted to the Architectural Control Committee along with a plan generally locating such tree(s).

Section 2.19--Anyone violating the provisions of Section 2.18 will be required to replace such trees with trees of like size and condition within thirty days after demand by the Arthitectural Control Committee. If the owner fails or refuses to replace the trees as demanded, the Arthitectural Control Committee shall cause suitable replacements to be planted and the cost thereof shall be a lien against the lot. The owner grants to the Architectural Control Committee, its agents, and employees an easement of ingress and egress over and across said lot to enable it to accomplish compliance with Section 2.18 and this Section.

ARTICLE IIIASSOCIATION

Section 3.1--To effectively and efficiently provide for the administration of the common areas by the owners of lots or dwelling units in The Trails Subdivision, Units 1, 2 and 3, and future units hereafter filed by the Developer, a non-profit corporation (known and designated as The Trails Homeowners Association, Inc., a non-profit Florida Corporation) has been created. The Association shall operate and manage the common areas, assist in the enforcement of the restrictions and covenants contained herein, and undertake and perform all acts and duties necessary and incident to such duties, all in accordance with the provisions of this Declaration and the Certificate of Incorporation and By-Laws of said Association. True and complete copies of the Certificate of Incorporation and By-Laws of the Association are annexed hereto as Exhibits "B" and "C", respectively, and such documents are expressly made a part hereof.

Section 3.2--The owner of each lot (except Lot 4 of Unit 3) or dwelling unit within The Trails Subdivision, Units 1, 2 and 3, and future units of The Trails filed in the Public Records of Volusia County, Florida, by the Developer, shall automatically become members of the Association upon his, her or their acquisition of and ownership interest in title to any lot or dwelling units. The membership of such owner shall terminate automatically at the time that such person divests himself or is divested of such ownership interest or title to such lot or dwelling unit, regardless of the means by which such ownership may have been divested.

Section 3.3--No person, corporation, or other business entity holding any liens, mortgage or other encumbrance upon any lot or dwelling unit shall be entitled, by virtue of such lien, mortgage, or other encumbrance to membership in the Association or to any of the rights and privileges, or be charged with any of the duties of such membership; provided, however, that nothing contained herein shall be construed as prohibiting membership in the Association of a person, corporation, or other business entity which acquires title to a lot or dwelling unit either by foreclosure or by voluntary conveyance from its mortgagor or his successor

or assign.

Section 3.4--In the administration, operation and management of the common areas and the enforcement of these covenants and restrictions, the Association shall have and is hereby granted full power and authority to enforce all the provisions of this Declaration, to levy and collect assessments in accordance herewith, and to adopt, promulgate, and enforce such rules and regulations governing the use and enjoyment of the common areas and the administration of the aforesaid covenants and restrictions as the Board of Directors of the Association may from time to time deem appropriate and in the best interests of the Association.

ARTICLE IVCOVENANTS FOR MAINTENANCE ASSESSMENTSSection 4.1--Creation of Lien and Personal Obligation.

The Developer covenants, and each owner of each and every lot and dwelling unit shall by acceptance of a deed or other instrument of conveyance therefore, whether or not it shall be so expressed in any such deed or instrument, be deemed to covenant and agree to all the terms, covenants, conditions, restrictions, and other provisions of this Declaration and to promptly pay to the Association or its successors or assigns the following:

(a) All annual assessments or charges and,

(b) All special assessments or charges for the purposes set forth in Section 4.2 of this article. Such assessments or charges shall be fixed, established, levied, and collected from time to time as hereinafter provided. The annual and special assessments (together with such interest thereon and the cost of collection including reasonable attorneys' fees as hereinafter provided) shall be a charge and continuing lien on the real property and improvements thereon against which such assessment is made. Each such assessment (together with such interest thereon and the cost of collection including reasonable attorneys' fees) shall also be the personal obligation of the person who was the "owner" of such real property at the time when the assessment first became due and payable. In the case of co-ownership of a residential lot or dwelling unit shall be jointly and severally liable for the entire amount of the assessment and the aforesaid interest, collection costs, and attorneys' fees.

Section 4.2--Purpose of Assessments. The assessments

levied by the Association shall be used exclusively for the improvement, maintenance, enhancement, enlargement, and operation of the Common Areas and Properties and to provide services which the Association is authorized to provide including, but not limited to, the payment of taxes, governmental assessments and insurance thereon, construction of improvements, repair, replacement, and

to acquire additions to the Common Areas and Properties, payment of the cost to acquire labor, services, equipment, materials, management, and supervision, necessary to carry out the authorized functions of the Association, and for the payment of principal, interest and other charges connected with loans made to or assume by the Association for the purpose of enabling the Association to perform its authorized functions, including the payment of mortgages covering the Common Area and Property at the time of conveyance to the Association as a pre-condition to use of such facilities. The Association shall not be bound in setting assessments in subsequent years by the amount of the assessments set in earlier years. Notwithstanding any of the provisions of this Article, in no event shall the assessments and other revenues collected by the Association exceed its expenses and reasonable reserves to an extent which would violate the Association's non-profit status.

Section 4.3--The initial regular monthly assessment is hereby set at the rate of \$10.00 per lot or dwelling unit. Lots or dwelling units owned by Developer shall not be subject to assessments, either regular or special. Developer guarantees the initial assessment shall not exceed \$20.00 per month per lot or dwelling unit until the owners have, excluding the Developer, 51% of the votes in the Association or June 30, 1980, whichever occurs first. The Developer agrees to turnover control of the Architectural Control Committee and the common areas of the Association not later than June 30, 1980. After turnover of control has occurred, regular monthly assessments shall be determined at the annual meeting of the directors of the Association. The regular assessment may be increased beyond that set at the annual meeting upon approval by 60% of the voting members in attendance in person or by proxy at any regular or special meeting of the Association, but only after notice of the recommendation is given to all members at least ten (10) days prior to the date of said meeting; provided, however, that nothing herein shall be construed to preclude the Board of Directors of the Association from fixing and levying an emergency assessment not to exceed one month's regular assessment, which emergency assessment may be levied without notice to the membership and without the holding of any special or regular meeting of said membership of the Association.

Anything in the preceeding paragraph to the contrary notwithstanding, for one year after the date of conveyance of a lot

by the Developer to an owner or until the first day of the month following the issuance of a building permit by the City of Ormond Beach, (whichever is shorter), the owner shall not be obligated to pay the regular monthly assessment. On the first day of the month following the issuance of a building permit by the City of Ormond Beach, or one year after the date of conveyance by the Developer, the owner shall commence paying the regular monthly assessments then in force and effect.

Section 4.4--Nothing herein shall prohibit the owner of a dwelling unit from leasing such dwelling unit and requiring the tenant of such dwelling unit to reimburse the owner for the monthly assessment against said dwelling unit. In that event, however, the lessor must deliver his proxy to the tenant for one vote and permit the tenant to exercise the vote as he sees fit. Such proxy shall be in full force and effect so long as tenant has legal possession of the dwelling unit. On the first day of each month the owner of any dwelling unit which has been leased shall certify to the secretary of the Association the names of all tenants who are residents of such dwelling unit as of that date. So long as the tenant has legal possession, the owner's right to enjoy recreational areas of The Trails Subdivision, Units 1 and 2, shall abate in favor of the tenant.

Section 4.5--Assessments which are not paid on or before the date the same shall become due shall be delinquent, and each delinquent assessment shall bear interest at ten per cent (10%) per annum until it is paid in full. In addition to the accrual of interest, when an assessment becomes delinquent in payment, the Association may file a claim of lien to perfect the lien for such assessment as against third persons, against the dwelling unit and other property of the owner(s) who defaulted in the payment of such assessment. There shall be no exemption from the payment of such assessment. There shall be no exemption from the payment of any assessment or installment thereof by waiver of the use of the common areas by abandonment of the lot or dwelling unit, by extended absence from the subdivision or by or for any other reason, except as provided in Section 4.3.

Section 4.6--The Association, upon written request of any owner, shall furnish to a prospective purchaser or prospective mortgagee or other authorized person a statement of the current status of the assessments on such owner's lot or dwelling unit. When executed by the Treasurer of the Association, the statement shall be binding on the

Association, and any purchaser or mortgagee may rely upon such statement as an accurate statement of the status of assessments.

Section 4.7--All revenue collected by the Association shall be segregated, held and used as the separate property of the Association, and such revenue may be applied by the Association, at the discretion of the Board of Directors, towards the payment of any expenses of operation and maintenance of the common areas. Revenue collected by the Association from an owner of a lot or dwelling unit may be commingled with monies collected from other owners.

Section 4.8--Although all funds and other assets of the Association, and any profits derived therefrom, shall be held for the benefit of the members of the Association, no member of said Association shall have the right to assign, encumber, hypothecate, pledge, or in any manner transfer his membership or interest in or to said funds and assets, except as an appurtenance to his lot or dwelling unit. When an owner of a lot or dwelling unit shall cease to be a member of the Association by reason of the divestment by him of his ownership of said lot or dwelling unit, by whatever means that occurs, the Association shall not be required to account to said owner for any share of the funds or assets of the Association.

Section 4.9--Recognizing that proper management and operation of the common area and property (including improvements thereto) result in benefit to all members of the Association, the Association is hereby granted a lien upon all real property within The Trails Subdivision, Units 1 and 2, and the interests of each member of the Association in the common area and property and improvements thereto, to secure the prompt payment of each and all assessments made and levied in accordance with this Declaration and each owner shall be liable for, and this lien shall secure, the full amount of said assessment, and the costs and expenses, including attorneys' fees, which may be incurred by the Association in enforcing this lien or the provisions of this Declaration.

Section 4.10--The lien herein established may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. The lien granted herein shall also secure such



payment of or advances for taxes and payments on superior mortgages, liens, or encumbrances which may be required to be advanced by the Association in order to protect its interests, and the Association shall be entitled to interest computed on the basis of advances made from time to time at the highest legal reate of interest on all such advances.

Section 4.11--All persons, firms, corporations, and other business entities, which shall acquire, by whatever means, any interest in the ownership of any lot or dwelling unit, or who may be given or who may acquire a mortgage, lien or other encumbrance of a lot or dwelling unit are hereby placed on notice of the lien rights granted to the Association under this Declaration, and all such persons, firms, corporations, and other business entities shall acquire their rights, title and interest in and to said lot or dwelling unit expressly subject to the lien rights provided herein.

Section 4.12--The lien created pursuant to this Declaration shall be effective from and after the recording in the Public Records of Volusia County, Florida of a "claim of lien" stating the description of the property encumbered by the lien, the name of the record owner of the property, the amounts due and the date when the same became due. The lien shall continue in effect until all sums secured by the lien have been fully paid. The claim of lien may include assessments which are due and payable when the claim is made and recorded, plus interest, collection costs, attorneys' fees, and advances to pay taxes and prior encumbrances and interest thereon, all as provided herein. The claim of lien shall be signed and verified by the President or Vice President of the Association. When full payment of all sums secured by such lien is made, the claim of lien shall be satisfied of record by the President or Vice President of the Association. The claim of lien filed by the Association shall be subordinate to the lien or any mortgage or any claim of lien if the said mortgage or claim of lien is recorded prior to the Association's claim of lien.

ARTICLE VAMENDMENT AND TERMINATION

The Developer hereby reserves the right to amend, modify or rescind such parts of these restrictions as it in its sole discretion deems necessary or desirable so long as it is (a) the sole owner of the property to which these restrictions apply, or in the alternative, (b) such amendment or modification does not substantially change the character, nature, or general scheme of development of The Trails Subdivision, Units 1 and 2.

In addition to the manner of amendment set forth in the preceeding paragraph, the record owners of ninety per cent (90%) of lots or dwelling units in The Trails Subdivision, Units 1, 2 and 3, and any future units of The Trails Subdivision recorded by the Developer may amend or modify such provisions of this Declaration as they deem necessary or desirable.

In such event, the President and Secretary of the Association shall execute a certificate under oath reciting that the amendment was adopted at a meeting duly called and at which a quorum was present in person (or by proxy) and that at least ninety per cent (90%) of those entitled to cast a vote approved the amendment. Such certificate, together with the amendment adopted, shall be filed in the Public Records of Volusia County, Florida. It shall not be necessary for the record owners to join in any document to effectuate such amendment.

ARTICLE VIUSE OF COMMON PROPERTY

The common areas, as hereinabove specifically described, or hereafter designated by developer, shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the owners of lots and dwelling units lying within The Trails Subdivision, Units 1, 2 and 3, as herein above described, and any future unit of The Trails Subdivision hereinafter filed in the Public Records of Volusia County, Florida, by The Trails, Inc., for the use of such owners and the use of their immediate families, guests, lessees, invitees, and others similarly situated, for all proper and normal residential purposes, for the furnishing of services and facilities for which the same are reasonably intended, and for the quiet enjoyment of said owners.

By accepting any instrument of conveyance or by taking possession or occupancy of any dwelling unit or lot in any existing unit of The Trails Subdivision or any future unit of The Trails Subdivision hereafter filed in the Public Records of Volusia County, Florida, by The Trails, Inc., each such person does agree to abide by and comply with all rules and regulations promulgated by the Association now in effect or which may hereafter be adopted, it being understood that the compliance with such rules and regulations is necessary for the orderly enjoyment of all common areas and recreational facilities now existing or which may hereafter be designated by The Trails, Inc.

ARTICLE VIICOVENANTS AGAINST PARTITION  
AND  
SEPARATE TRANSFER OF MEMBERSHIP RIGHTS

Recognizing that the full use and enjoyment of any lot or dwelling unit (except Lot 4 of Unit 3) within The Trails Subdivision, Units 1, 2 and 3, and any future unit of The Trails Subdivision hereinafter filed in the Public Records of Volusia County, Florida, by The Trails, Inc., is dependent upon the use and enjoyment of the common areas and the improvements made thereto, and that it is in the interests of all of the owners that the membership in the common areas be retained by the owners of lots and dwelling units, it is therefore declared that the membership rights of any owner in the common area shall remain undivided, and such owners shall have no right at law or equity to seek partition or severance of such membership rights in the common areas. In addition, there shall exist no right to transfer the membership rights in the common areas in any other manner than as an appurtenance to and in the same transaction with, a transfer of title to or lease to the lot or dwelling unit in The Trails Subdivision, Units 1, 2 and 3, and any future unit of The Trails Subdivision hereinafter filed in the Public Records of Volusia County, Florida, by The Trails, Inc., provided, however, that nothing herein shall preclude a conveyance by the Developer herein of any undivided interest in the common areas to the owners of lots or dwelling units within the subdivision for the purpose of effectuating the intent of this Declaration. Any conveyance or transfer of a lot or dwelling unit in The Trails Subdivision shall include the membership rights in the common areas appurtenant to such unit whether or not such membership rights shall have been described or referred to in the deed by which said lot or unit is conveyed.

## ARTICLE VIII

## COVENANTS TO RUN WITH LAND

The restrictions and burdens imposed by the provisions and covenants of this Declaration shall constitute covenants running with the land, and each shall constitute an equitable servitude upon the owner of each lot and dwelling unit and the appurtenant undivided interest in the common areas and upon the heirs, personal representatives, successors, and assigns of each owner, and the same shall likewise be binding upon the Developer and its successors and assigns. This Declaration shall be binding and in full force and effect for a period of 30 years from the date this Declaration is recorded, after which time this declaration shall be automatically extended for successive ten year periods, unless an instrument, signed by seventy-five (75%) per cent of the then recorded owners of the lots or dwelling units in The Trails Subdivision, Units 1, 2 and 3, is recorded containing an agreement of the said owners with respect to the alteration, change, modification or repeal, in whole or in part, of the provisions of this Declaration.

IN WITNESS WHEREOF, the Developer has hereunto set its hand and seal the day and year first above written.

WITNESSES:

Philip H. Chapman  
James A. Zook

THE TRAILS, INC.

By:

Attest:

(CORP SEAL)

STATE OF FLORIDA  
 COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 1st day of August, 1975, by C. W. Singletary, Jr. and William G. Heath, president and secretary, respectively, of THE TRAILS, INC., a Florida Corporation, on behalf of the Corporation.

Philip H. Chapman  
 Notary Public  
 My commission expires: 5-31-76

NOTARY PUBLIC, STATE OF FLORIDA at LARGE  
 MY COMMISSION EXPIRES MAY 31, 1976  
 Bonded By American Bankers Insurance Co.

17921888

BOOK PAGE

EXHIBIT "A"

SCHEDULE OF LEGAL DESCRIPTION

The Trails Subdivision, Units #1 and #2 as recorded in the  
Official Records of Volusia County, Florida, in Plat Book 33,  
pages 153 and 154.

EXHIBIT "A"