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GAIL WADSWORTH, FLAGLER Co.

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Grantor's Tax Identification No. 48-1210530

For Recording Purposes Only

Cross-reference:

(i) Instrument No. 01034445

Declaration of Restrictive Covenants and
Easements for Village at Palm Coast, as
recorded in Book 781, Page 1905, Official
Records of Flagler County, Florida, as
amended from time to time

STATE OF FLORIDA

COUNTY OF FLAGLER

**SIXTH AMENDMENT TO
DECLARATION OF RESTRICTIVE COVENANTS AND EASEMENTS**

(All references to recording information herein are to the Official Records of Flagler County, Florida, unless otherwise indicated. All capitalized terms not otherwise defined herein shall be defined as set forth in the Declaration).

AT:644253v5

This Sixth Amendment to the Declaration of Restrictive Covenants and Easements (this "Amendment") is made on the date hereinafter set forth by Centex Homes, a Nevada general partnership, d/b/a Centex Destination Properties ("Centex"), as assignee of Longview Village Development Company rights as "Company" under the Declaration (defined below). Centex's address is 1064 Greenwood Boulevard, Suite 200, Lake Mary, Florida 32746. VILLAGE AT PALM COAST HOMEOWNERS ASSOCIATION, INC., a Florida nonprofit corporation ("Association"), whose address is c/o May Management Services, Inc., 5455 Highway A1A South, St. Augustine, Florida 32080, hereby acknowledges and agrees to the terms and conditions of this Amendment.

Recitals

WHEREAS, Longview Village Development Company ("Longview") entered into that certain Declaration of Restrictive Covenants and Easements on November 20, 2001, in Official Records Book 781, Page 1905, Public Records of Flagler County, Florida (the "Original Declaration");

WHEREAS, the Original Declaration was subsequently amended by that certain First Amendment to Declaration of Covenants and Restrictions for Village at Palm Coast, recorded on February 20, 2002, in Official Records Book 803, Page 1333, Public Records of Flagler County, Florida, and by that certain Second Amendment to Declaration of Covenants and Restrictions for Village at Palm Coast, recorded on July 3, 2002, in Official Records Book 832, Page 340, Public Records of Flagler County, Florida, that certain Third Amendment to Declaration of Covenants and Restrictions for Village at Palm Coast, recorded on November 16, 2004, in Official Records Book 1168, Page 1561, Public Records of Flagler County, Florida, and that certain Fourth Amendment to Declaration of Covenants and Restrictions for Village at Palm Coast, recorded on April 1, 2005, in Official Records Book 1223, Page 932, Public Records of Flagler County, Florida, and that certain Fifth Amendment to Declaration of Covenants and Restrictions for Village at Palm Coast, recorded on October 13, 2005, in Official Records Book 1336, Page 705, Public Records of Flagler County, Florida (as amended, and together with the Supplemental Declaration as defined below, the "Declaration");

WHEREAS, Longview assigned its rights as "Company" under the Declaration to Centex pursuant to that certain Assignment, dated April 5, 2005, recorded in Official Records Book 1223, Page 932, Public Records of Flagler County, Florida;

WHEREAS, pursuant to Article XI, Section 7 of the Declaration, Centex, as Company, may amend the Declaration so long as Centex owns title to any Lot affected by the Declaration;

WHEREAS, Section 8 of the Fourth Amendment to Declaration of Covenants and Restrictions for Village at Palm Coast, recorded on April 1, 2005, in Official Records Book 1223, Page 932, Public Records of Flagler County, Florida, further provides that Centex, as Company, may amend the Declaration so long as Centex owns title to any Phase 2 Single Family Lot (as defined therein) subject to the Declaration;

WHEREAS, the Phase 2 Single Family Lots have been subjected to the Declaration pursuant to that certain Supplemental Declaration to Declaration of Restrictions and Easements

for Village at Palm Coast (the "Supplemental Declaration"), recorded on October 11, 2005, in Official Records Book 1336, Page 673, Public Records of Flagler County, Florida;

WHEREAS, Centex is the owner of the Phase 2 Single Family Lots;

WHEREAS, the Association desires that the Declaration be amended and requests that Centex amend the Declaration; and

WHEREAS, as an accommodation to the Association, Centex desires to amend the Declaration.

NOW, THEREFORE, the following amendment to the Declaration is hereby adopted, and each Phase I Owner, transferee, mortgagee or lienor of any property subject to the Declaration and their respective heirs, successors and assigns, shall be bound by and subject to such amendment, to wit:

1. Article I is hereby amended by deleting the definition for "Architectural Review Committee" and inserting in lieu thereof the following definition:

" "Architectural Review Committee" or "Committee" shall mean a committee, the members of which shall, other than the Company Member (as defined in Article IX, Section 3.E hereof), be appointed by the Board of Directors in accordance with the Charter of the Architectural Review Committee adopted by the Board of Directors (the "Charter"), unless and until a Reversion Event (as defined below) occurs. The Charter may be amended by the Board of Directors, subject to the provisions of Article IX, Section 3.E, and Article XIII hereof. Notwithstanding the foregoing, the definitions of "Architectural Review Committee" or "Committee" shall be separate and distinct from any "Architectural Review Board" or "ARB" that may be established from time to time pursuant to the Supplemental Declaration."

2. A copy of the initial Charter is attached hereto as Exhibit "A".

3. Article I is hereby amended by adding the following definition:

" "Reversion Event" shall mean the date on which the Company, in its sole and absolute discretion, notifies the Board of Directors, or its managing agent, that the Company desires all rights, powers, and privileges of the Committee to revert to the Company. Since the Company is under no obligation to transfer control of the Committee to the Board of Directors, but is voluntarily doing so at the request of the Board of Directors (subject, at all times, however, to the rights for the Company to appoint the Company Member (as defined below and to veto any action of the Committee as set forth in Article IX, Section 3 below)), the Company shall, at all times, have the right, in its sole and absolute discretion, to regain exclusive control of the Committee. Immediately upon any such notice by the Company, (i) all provisions of this Amendment with respect to the Committee

shall be deemed rescinded as of the date identified by the Company in its notice of a Reversion Event; and (ii) the Company thereafter shall have the sole and exclusive right to make any decisions and determinations on behalf of the Committee, including, without limitation, any and all decisions and appeals pending before the Committee at the time of the Reversion Event for which a final decision had not yet been rendered by the Committee. The Company shall have the right, but not the obligation, to record a notice of any such reversion in the public records without the consent or approval of the Board or any of the Owners.

Notwithstanding anything herein to the contrary and subject to Article IX, Section 3.F below, (i) the Phase 2 Single Family Lots shall not be subject to and/or governed by the Architectural Review Committee and/or Committee in any manner whatsoever; (ii) the Phase 2 Single Family Lots will be subject to and/or governed by the Architectural Review Board and/or ARB, if any, established pursuant to the Supplemental Declaration; and (iii) this Amendment shall not affect in any manner whatsoever the right of the Company and/or Centex to establish and control the Architectural Review Board or ARB pursuant to the Supplemental Declaration and/or any other rights that the Company and/or Centex may have from time to time. Notwithstanding the foregoing, the Company and/or Centex shall, in its sole discretion, have the right, but not the obligation, to transfer the rights and privileges of the Architectural Review Board and/or ARB to the Board of Directors by serving written notice, and such transfer shall be effective as of the date specified in such notice."

4. Article VII, Section 2.A through Section 2.H, inclusively, are hereby amended by deleting these Sections in their entirety and inserting in lieu thereof the following.

"Section 2. Dwelling Units, Lots.

A. Owner's Insurance Coverage. Each Owner shall be required to obtain and maintain adequate insurance of his Dwelling Unit which shall insure the property for its full replacement value, with no deductions for depreciation, against loss by fire, storm or other hazards or casualty. Such insurance shall be sufficient to cover the full replacement value, or to cover necessary repair or reconstruction work. Each Owner shall, within ten (10) days after a written request by the Board of Directors, supply the Board of Directors with evidence of insurance coverage which complies with the provisions of this Section. Each Owner shall also be responsible for the purchasing of liability insurance for accidents occurring on his or her Lot.

B. Action by Board. If the insurance provided under this Section has not otherwise been adequately obtained by each Owner, as determined by the Board of the Directors, then the Board of Directors may, but shall not be obligated to, obtain such insurance coverage. Insurance obtained by the Board of Directors of the Association shall be written in the name of the Association, as Trustee, for the benefit of the applicable Owner.

C. Payment of Premiums. Premiums for insurance obtained by the Board of Directors for the benefit of an individual Owner, as provided hereinabove, shall not be a part of the Association's Assessments or common expenses, but shall be an individual assessment (special assessment) payable in accordance with the provisions of Article VI of this Declaration.

D. Repair or Replacement of Damaged or Destroyed Property. Each Owner shall, with the concurrence of the Owner's Mortgagee, if any and the Architectural Review Committee, be required to reconstruct or repair, substantially in accordance with the original architectural plans and specifications, any Dwelling Unit or portion thereof destroyed by fire, storm or other casualty. Alternatively, and with the approval of the Architectural Review Committee, Owner shall clear the Lot of all debris and ruins and maintain the Lot in a neat, attractive landscaped condition. If the aforesaid repair, rebuilding and/or removal and landscaping has not been contracted for and substantially started by the Owner within thirty (30) days after the casualty and thereafter prosecuted diligently to completion, the Association may exercise all remedies available to it at law and/or in equity, including, without limitation, self-help and the enforcement rights described in Article 8 hereinabove.

E. Administrative Fee. Should the Association obtain the insurance coverage on a Dwelling Unit pursuant to this Article, then the Association may charge, and the applicable Owner shall be responsible for, as a special assessment against the Lot, an administrative fee of \$100.00. Said fee is in addition to the charge for the premium, for which Owner is also responsible.

F. Association and Directors Liability. Notwithstanding anything to the contrary contained herein, none of the Association, its Directors or Officers, the Architectural Review Committee, the managing agent and/or its officers and/or members shall be liable to any Member or other Person should it fail, for any reason whatsoever, to require any Owner to maintain insurance, to obtain and/or renew insurance coverage on a Dwelling Unit where the Owner thereof has not or to take any other action permitted under this Section 2."

5. Article IX, Section 3.A is hereby amended by deleting this Section 3.A in its entirety and inserting in lieu thereof the following:

"A. Except as to the Dwelling Units and other improvements originally constructed by the Company, no Dwelling Unit, wall, decking, paving, awnings, or other structure or improvement of any nature shall be erected, placed, modified, altered or permitted to remain on any Lot until the construction plans and specifications and a plan showing the kind, shape, materials, colors and location of the structure, exterior elevations and landscaping, as may be required by both the Architectural Review Committee and the Association Board Liaison, have been approved in writing by both the Architectural Review Committee

and the Association Board Liaison. Each Dwelling Unit, wall, or other structure or improvement of any nature, together with the landscaping, shall be erected, placed or altered upon a Lot only in accordance with the plans and specifications and plot plan used by the Architectural Review Committee for the original construction of such Dwelling Unit or other structure. Refusal of approval of plans, specifications and plot plan, or any of them, may be based on any ground, including purely aesthetic grounds, which, in the sole discretion of said Architectural Review Committee, seems sufficient. Any change in the exterior appearance of any Dwelling Unit, wall, or other structure or improvements, and any change in the appearance of the landscaping, shall be deemed an alteration requiring approval. The Architectural Review Committee shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this paragraph. All such new or changed Rules and Regulations will be subject to Board approval."

6. Article IX, Section 3.C shall be amended hereby by deleting this Section 3.C in its entirety and inserting in lieu thereof the following:

"C. The Charter of the Architectural Review Committee, as approved by the Association Board, shall establish the structure, officers, and responsibilities of the Architectural Review Committee subject to the provisions of Article IX, Section 3.E hereof."

7. Article IX, Section 3 is amended by adding Section 3.E as follows:

"E. Notwithstanding anything to the contrary contained herein or in the Charter to the contrary, Company reserves and shall hereby be deemed to have the right to appoint 1 member to the Architectural Review Committee (the "Company Member"). The member appointed by the Company shall have the right and power to veto any decision made by the Architectural Review Committee and/or the Board of Director regarding matters within the purview of the Architectural Review Committee (including, without limitation any rules and regulations adopted by the Committee, even if the same have received Board approval); provided, however, that the Company Member cannot approve plans and specifications for the initial construction and/or modification, alteration, repair and/or rebuilding of a Dwelling Unit or other structure or improvement thereon except as hereinafter expressly provided.

The Company and/or Centex each reserve the right, in its sole discretion and from time to time, to designate, appoint, re-appoint,

revoke, and/or remove the Company Member to review, approve, consent, and/or deny plans for improvements to the Phase 2 Single Family Lots during any periods that no Architectural Review Board and/or ARB has been established for the Phase 2 Single Family Lots pursuant to the Supplemental Declaration. With respect to any such Phase 2 Single Family Lots and the Dwelling and/or other structure or improvement thereon, the Company Member shall have the right and power to approve plans and specifications for the initial construction and/or modification, alteration, repair and/or rebuilding of a Dwelling Unit or other structure or improvement on the Phase 2 Single Family Lots notwithstanding the fact that the other members of the Committee or the Board of Directors (even if they represent the majority of the Committee or Board of Directors) have voted to disapprove the same. Such veto right and right of approval as to Phase 2 Single Family Lots may be exercised by the Company Member at a meeting duly called for the purpose of issuing or denying approval or, if the Company Member is not present at a meeting at which approval or denial (as the case may be) has been issued, within a reasonable time after the Company Member is notified of such decision.

If Company and/or Centex so elect, in their sole discretion, applications for improvements to the Phase 2 Single Family Lots may be submitted directly to the Company Member during any period that no Architectural Review Board or ARB has not been established pursuant to the Supplemental Declaration.

The members of the Committee shall ensure that the Company Member timely receives copies of all plans and specifications submitted to the Committee for review and the secretary of the Board of Directors and of the Committee shall ensure that the Company Member receives timely notice of all meetings at which decisions are to be rendered with respect to plans and specifications. While the rights of veto and approval granted to the Company Member hereunder are sole and absolute rights, the Company Member will accept input from the other Committee Members and will provide reasonable prior and detailed notice before exercising the aforesaid rights. The Company Member shall have perpetual membership on the Committee, with the Company having the sole and complete right, discretion and authority to appoint, remove and replace the Company Member. The provisions of this Section and the Charter relating to the Company Member may not be amended or modified without the prior written consent of the Company, which consent it may grant or withhold in its sole and absolute discretion."

8. Article IX, Section 3 is amended by adding Section 3.F as follows:

"F. Notwithstanding anything to the contrary contained herein or in the Declaration, all references to the "Architectural Review Committee" or "Committee" shall not apply to the Phase 2 Single Family Lots and instead, in any instance where the approval, consent, or any other action is required to be obtained from the Architectural Review Committee or Committee shall, when being applied to the Phase 2 Single Family Lots be deemed to mean that such approval, consent, or other action shall be obtained from the Architectural Review Board or ARB, if any, established pursuant to the Supplemental Declaration.

Notwithstanding the foregoing, in the event that an Architectural Review Board or ARB has not been established pursuant to the Supplemental Declaration, then the Company and/or Centex each hereby reserves the right, in its sole discretion and from time to time, to designate, appoint, re-appoint, revoke, and/or remove the Company Member to review, approve, consent, and/or deny plans for improvements to the Phase 2 Single Family Lots, as more fully set forth in Article IX, Section 7.E above."

9. Article IX, Section 4.A shall be amended hereby by deleting the phrase "the Association, acting by and through its Board of Directors; and all institutional mortgagees holding a mortgage on the Dwelling Unit. Consent may be withheld if, in the sole discretion of the party requested to give the same, it appears that such structural modification or alteration would affect or in any manner endanger other Dwelling Units."

10. Article IX, Section 4.B shall be amended hereby by deleting this Section 4.B in its entirety and inserting in lieu thereof the following:

"B. No Dwelling Unit shall be demolished or removed without the prior written consent of the Architectural Review Committee."

11. Article IX, Section 6 shall be deleted in its entirety.

12. Article IX, Section 12 shall be amended hereby by deleting this Section 12 in its entirety and inserting in lieu thereof the following:

"The paint, coating, stain, and other exterior finishing colors on all Dwelling Units shall be maintained as 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 or color is changed. Furthermore, prior approval by the Architectural Review Committee shall be required if the Association or any Owner wishes to paint, varnish, stain or make any application to exterior trellises or wood treatment other than as originally approved by the

Architectural Review Committee. The landscaping, including without limitation, the trees, shrubs, lawns, flower beds, walkways, and ground elevations, shall be maintained as originally approved by the Architectural Review Committee, unless the prior approval for any substantial change is obtained from the Association and the Architectural Review Committee. Neither aluminum foil, paper, nor anything the Architectural Review Committee deems objectionable, may be placed on windows or glass doors. No owner may place any furniture, equipment or objects of any kind or construct any structures, slabs or porches beyond the limits of any Dwelling Unit (including any deck, patio or porch) as originally approved by the Architectural Review Committee or place any objects such as, but not limited to, bicycles, toys, barbecues, etc., on any rear patio unless concealed from the view of the road frontage and other Dwelling Units, except, however, customary outdoor furniture. 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."

13. The following article shall be added to the Declaration as Article XIII:

"ARTICLE XIII
ADDITIONAL COMPANY RIGHTS

Notwithstanding anything in the Declaration, this Amendment, the Charter, and/or the Rules and Regulations to the contrary, no amendment, modification, or change to the Declaration, this Amendment, the Charter, and/or the Rules and Regulations shall be binding upon the Company, or affect in any manner whatsoever, the rights, powers, and privileges of the Company except to the extent the Company, in its sole and absolute discretion, consents to such amendment, modification, or change in writing. Without limiting the foregoing, no provision of the Charter shall be amended, modified, or otherwise changed in any way that will prevent or limit the Company from exercising its right to notify the Board of a Reversion Event and to thereby rescind all provisions of this Amendment with respect to the Committee."

14. Except as specifically amended hereby, the Declaration and all terms thereof shall remain in full force and effect.

[SIGNATURES BEGIN ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has executed this Sixth Amendment to Declaration of Restrictive Covenant and Easements as of the day and year first above written.

Witnesses:

Karla M. Gust
KARLA M. GUST
(Name Printed or Typed)

ENA M. ARSELLO
ENA M. ARSELLO
(Name Printed or Typed)

CENTEX:

CENTEX HOMES, a Nevada general partnership, d/b/a Centex Destination Properties

By: Centex Real Estate Corporation, a Nevada corporation, its managing general partner

By: John P. Lenihan
John P. Lenihan,
Division President-East Division

[CORPORATE SEAL]

STATE OF FLORIDA

COUNTY OF SEMINOLE

This instrument was acknowledged before me on the 30th day of April, 2007, by John P. Lenihan as Division President-East Division of Centex Real Estate Corporation, a Nevada corporation, the managing general partner of Centex Homes, a Nevada general partnership, d/b/a Centex Destination Properties on behalf of said partnership.

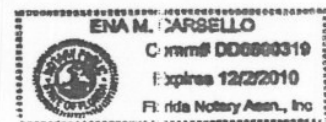
NOTARY PUBLIC:

Sign: ENA M. ARSELLO

Print: ENA M. ARSELLO

My Commission Expires: 12-2-2010

[Notary Seal]



Acknowledged, agreed and consented to by the Association as of the 2 the day of MAY, 2007.

Witnesses:

VILLAGE AT PALM COAST
HOMEOWNER'S ASSOCIATION, INC., a
Florida corporation

WILLIAM D CLINTON

(Name Printed or Typed)

By: William D Clinton
William D. Clinton
President

GEORGE APPLEBY

(Name Printed or Typed)

By: George Appleby
George Appleby
Vice President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 2 day of MAY, 2007, by William D. Clinton, as President, and George Appleby, as Vice President, of Village at Palm Coast Homeowners Association, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced identification. 25

NOTARY PUBLIC:

Sign: R. Aaron Wildstein
Print: R. AARON WILDSTEIN



R. Aaron Wildstein
Commission #DD308203
Expires: May 20, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

State of Florida At Large
(Seal)

My Commission Expires: 5/20/08

Title/Rank: _____
Commission Number: _____

EXHIBIT "A"

ARCHITECTURAL REVIEW COMMITTEE CHARTER

WHEREAS, the Board of Directors has determined that the best interests of the Association and its members would be served if certain of the Association's policies and procedures relating to the architectural design and integrity of The Village At Palm Coast were supervised by a committee; and,

NOW THEREFORE LET IT BE RESOLVED, that there shall be a standing committee of the Board of Directors of the Association chartered as the Architectural Review Committee. The responsibility of this Committee shall be the consistent preservation and maintenance of the architectural integrity of the grounds and structures. The Committee recommends and forwards to the Board the standards, protective restrictions, and policies to maintain the tasteful and aesthetically pleasing architectural design of The Village at Palm Coast and sustain the value of the property. Specifically, the Architectural Review Committee shall have the following responsibilities and authority:

- FIRST: The Committee shall develop and recommend standards and goals for the architecture, design, and appearance of the community.
- SECOND: The Committee shall receive and act upon proposals for exterior changes or alterations.
- THIRD: The Committee shall act as liaison between the Village at Palm Coast Homeowners' Association and the Board of Directors regarding architectural control concerns.
- FOURTH: The Committee shall make periodic inspections of the community and of work in progress to ensure conformity.
- FIFTH: The Committee shall recommend projects, activities, or standards to further enhance the appearance of the common elements.
- SIXTH: The Committee shall consist of at least three (3) members. All members of the Committee, other than the Company Member (defined below) shall be appointed by the Board. One member shall be chairperson and one member shall be secretary (as elected by the members of the Committee) to the Committee. Additional members may be appointed by the Board as deemed necessary. The Committee may, at its discretion, secure the non-voting liaison expertise of the managing agent of the community for architectural or landscaping advice. The cost of such advice will be charged to the homeowner according to the appropriate fee schedule. At all times, the Company shall be entitled to appoint one member (the "Company Member") to the Committee who shall have the rights and powers described in the Declaration.
- SEVENTH: Committee members shall have the following length of terms:

Chairperson: 3 years.

Secretary: 3 years.

Company Member: Perpetual membership, with the Company having the sole right and authority to appoint and replace the Company Member. Notwithstanding anything in this Amendment to the contrary, the Company shall have the right, in its sole and absolute discretion, to relinquish its right to appoint the Company Member by recording a notice of such relinquishment in the public records; and, upon such recording, the Board shall appoint all members of the Committee.

All additional members: 2 years.

- EIGHTH: The Committee shall meet at least quarterly; however, in any case, it shall meet as often as necessary to complete its assigned responsibilities.
- NINTH: The Committee shall exercise good judgment and fairness when evaluating unusual requests or circumstances.
- TENTH: The committee shall perform its duties in accordance with the provisions of the Village at Palm Coast "DESIGN AND DEVELOPMENT GUIDELINES AND APPLICATION AND REVIEW PROCEDURES".