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**FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
FOR VILLAGE AT PALM COAST**

(All references to recording information herein are to the Public Records of Flagler County,
Florida unless otherwise indicated)

This First Amendment to the Declaration of Covenants and Restrictions made on the date hereinafter set forth by Longview Village Development Company , a Kansas corporation ("Declarant")

WITNESSETH:

WHEREAS, the Company desires to amend the Declaration of Covenants and Restrictions as recorded in Official Records Book 781, Pages 1905 through 1966 (the "Declaration"); and

WHEREAS, Article XI, Section 7 of the Declaration provides that the Company may amend the Declaration so long as it holds title to any Lot affected by the Declaration; and

WHEREAS, the Company still holds title to Lots affected by the terms of the Declaration; and

WHEREAS, the Company wishes to amend the Declaration to provide for a right of first refusal in favor of the Company allowing it to re-purchase any Lot within the Village at Palm Coast subdivision on which a dwelling unit is not built within twelve (12) months from the date such Lot is conveyed by the Company to an Owner who is not an Approved Builder;

WHEREAS, the Company desires to put all transferees, mortgagees and lienors on notice of such amendments.

NOW THEREFORE, the following amendment to the Declaration is hereby adopted, and each transferee, mortgagee or lienor of any property within the VILLAGE AT PALM COAST SUBDIVISION (including any future phases thereof submitted to the Declaration) and their respective heirs, successors and assigns, shall be bound by and subject to such amendment, to wit:

Article IX, Section 2 (A) is hereby amended to read as follows:

A. "Building Type". No building shall be erected, altered, placed or permitted to remain on any Lot other than one single family Dwelling Unit not to exceed 30 feet in height and of the type and style originally constructed by the Company. All Dwelling Units shall be constructed by an Approved Builder according to the Company's specifications. Construction shall not commence until the Owner has received written approval to proceed from the Architectural Review Committee. Construction of a Dwelling Unit must commence within twelve (12) months of acquisition of a Lot by the Owner. The Company shall have the absolute right to repurchase any Lot which remains vacant for more than twelve (12) months unless such Lot is owned by an Approved Builder. The Company's repurchase of

any such Lot shall be at the price at which it was initially conveyed to the Owner and the Owner shall bear all costs of closing. All Dwelling Unit exteriors shall be completed within six (6) months from commencement of construction or issuance of a building permit, whichever comes first.

IN WITNESS WHEREOF, the Company has hereunto set its hand and seal this 18th day of February, 2002.

Witnesses:

LONGVIEW VILLAGE DEVELOPMENT COMPANY, a Kansas corporation

Mark A. Watts
Mark A. Watts
(Name Printed or Typed)

By W. F. McCroy, Jr. Pres.
William F. McCroy, Jr.
President

Deborah D. Lalor
Deborah D. Lalor
(Name Printed or Typed)

(Corporate seal)

STATE OF FLORIDA
COUNTY OF FLAGLER

The foregoing instrument was acknowledged before me this 18th day of February, 2001, by William F. McCroy, Jr., as President of Longview Village Development Company, a Kansas corporation, on behalf of the company. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC:



Mark A. Watts
MY COMMISSION # CC899758 EXPIRES
January 4, 2004
BONDED THRU TROY FANN INSURANCE, INC.

Sign: Mark A. Watts
Print: _____

State of Florida At Large
(Seal)

My Commission Expires:

Title/Rank: _____

Commission Number: _____