

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS LAKE CLAIR PLACE

This DECLARATION, made on the date hereinafter set forth, by YEAGER DEVELOPMENT COMPANY, a Florida corporation, 1640 East Adams Drive, Maitland, Florida 32751, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in the county of Lake, state of Florida, which is more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property").

NOW THEREFORE, Declarant hereby declares that all of the Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and, which shall run with, the Property and be binding on all parties any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof, as hereinafter defined.

ARTICLE 1

DEFINITIONS

Section 1. "Association" shall mean and refer to Lake Clair Place Homeowners Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Property, including contract-sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Property" shall mean and refer to that certain real property here in above described and defined.

Section 4. "Lot" shall mean and refer to any numerically numbered plot of land shown upon any recorded subdivision map of the property with the exception of the common Area.

Section 5. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use of the Owners. The common Areas to be owned by the Association at the time of conveyance of the first Lot are described on Exhibit "B" attached hereto and made a part hereof.

Section 6. "Declarant" shall mean and refer to YEAGER DEVELOPMENT COMPANY, a Florida corporation.

Section 7. "Declaration" shall mean and refer to this Declaration of covenants, Conditions, and Restrictions of Lake Clair Place.

Section 8. "Surface Water or Storm-water Management System" means a system which

is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges, from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

Section 9. "Plat" shall mean the plat of Lake.Clair Place subdivision recorded in Plat Book 37, Page(s) 75 & 76 of the Public Records of Lake County, Florida.

ARTICLE II PROPERTY RIGHTS

Section I, owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area as defined in Article I hereof which shall be appurtenant to and shall pass with the title of every Lot, subject to the following provisions:

(a) the right of the Association to dedicate or transfer all or part of the Common Area or private drives, if any, to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two thirds (2/3) of each class of members has been recorded.

Section 2, Delegation of Use.

Any Owner may delegate, in accordance with the By-laws, his right to or enjoyment of the Common Area and facilities and Private Drives, if any, to the members of his family, his tenants or contract purchasers who reside on the Property, but not otherwise.

ARTICLE III MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned, when more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) on the date seven (7) years from the date this Declaration is recorded.

ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments, The Declarant, for each Lot owned within the Property, hereby covenants and each owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association:

(1) annual assessments or charges; (2) special assessments for capital improvements; (3) assessments for the costs of maintenance and operation of the surface water or storm-water management system; (4) private drive assessments, if applicable; (5) assessments for operation and maintenance of the Common Areas, including but not limited to, sprinkler systems and any other systems or structures necessary for said Common Area; and (6) assessments for street light installation and operation, all such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees for collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees for collection thereof, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment fell due.

Section 2. Purpose of Assessments.. The Assessments levied by the Association shall be used exclusively to promote the health, safety and welfare of the residents in the Property and for the improvement and maintenance of the Common Areas and/or easements that benefit the Property.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to any Owner, the maximum annual assessment shall be Two-hundred twenty-eight and 00/100 Dollars (\$ 228.00) per Lot payable annually in advance.

(a) from and after January 1 of the year immediately following the conveyance of the first Lot to an owner, the maximum annual assessment may be increased each year not more than five percent (5%) above the maximum assessment for the previous year without a majority vote of the membership present at a meeting called for said purpose.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above five percent (5%) by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum here in above specified.

Section,,4- Special Assessments for Capital Improvement, In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common Area, or Retaining Structures (as hereinafter defined), including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the voteB of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 or 4 • Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis, or on a yearly basis, as * determined by the Board of Directors. Section 7. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. Notwithstanding anything herein to the contrary, as long as Class B membership exists, as to unoccupied Lots, unimproved Lots or improved Lots with no occupants owned by Declarant, Declarant may elect to pay 25% of the annual assessment on each such unoccupied Lot; provided that if Declarant so elects, Declarant shall pay all normal operating costs not due from Owners and incurred by the Association in accomplishment of the budgeted purposes, and provided further, Declarant shall not be required to pay in excess of the budgeted amount assessed against each Lot, and in no event shall be required to pay any extraordinary expense of the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the assessments shall be sent to every owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot shall be binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at eighteen percent (18%) per annum, but not in excess of the maximum rate authorized by law,. The Association may bring an action at law against the Owner

personally obligated to pay the same or foreclose the lien against the Property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of said Owner's Lot.

Section 9. subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage provided that a Claim of Lien has not been recorded by the Association in the Public Records of Lake County, Florida, prior to the recordation of such first mortgage. Sale or transfer of any Lot shall not affect the assessment lien, provided however, if no Claim of Lien has been recorded on a Lot prior to the recording of the mortgage, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment on said Lot as to payments which became due prior to such sale or transfer.

ARTICLE V DESIGN CONTROL

Except for those improvements constructed by Declarant, or its successors and assigns, and except as otherwise provided in Sections 8 and 9 of Article VI, no building or other structure shall be commenced, erected, or maintained upon any Lot, nor shall any exterior addition to, change, alteration or repair (other than repairs restoring the exterior of any building located upon the Property to its original appearance and color) therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association. In the event the Board of Directors fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARTICLE VI USE RESTRICTIONS

Section 1. No dwelling structure containing less than one thousand two hundred (1,200) square feet shall be erected upon any Lot, exclusive of porches, garages or other non-air conditioned areas. All dwellings shall have an attached, enclosed garage, either by direct passage or through a roofed breezeway, and sized to contain two cars. There shall be no carports allowed. All roofs must have a minimum 5/12 pitch. No "struck block" exterior homes shall be allowed. The exterior walls shall be either completely stuccoed or covered with a siding approved by the developer. The exterior of the houses shall be painted in an earth-tone or other pastel color.

Section 2. No Lot located within the Property shall be subdivided to constitute more than one building Lot.

Section 3. No mobile home, modular home, or pre-manufactured home shall be erected

on any Lot. Travel trailer and recreational vehicles may be garaged or kept in the rear of the house, fenced in, so as not to be seen, but shall not be used for living purposes at any time while on the property.

Section 4. No structure of a temporary character; trailer; tent; shack; garage; barn or other outbuilding shall be utilized at any time as a residence or erected on any Lot after completion of the dwelling except as defined in section eight (8) below. This clause shall not be construed as to prevent the overnight erection of children's "pup" tent(s) for a supervised "sleep-out".

Section 5, Boats and trailers must be Kept either in the garage or in the rear of the house and screened from view with fencing.

Section 6. No large tractor-trailers, semi-trailers, commercial vehicles with more than two axles, large trucks or off-road equipment shall be kept or parked in the subdivision except that which is being used for the construction of the subdivision and dwellings in the subdivision.

Section ,7.. All automobiles shall be parked in the garage or driveway excepting those of house guests. No automobile shall be parked in the front or side yard of any dwelling. it is the intention of this clause that habitual parking of vehicles in the street or yard which are owned by the residents be prohibited so as to keep the roads as clear as possible and the yards looking good.

Section 8., Following completion of a dwelling unit:

(a) An outdoor storage shed of not greater than two hundred (200) square feet and which is constructed so as to match the exterior of the dwelling on the Lot may be erected behind the furthestmost rear line of the dwelling and not closer than (10) feet to any property line. Any such shed must have a minimum 5/12 roof pitch and have shingles to match the house. No metal sheds shall be allowed.

(b) Pools, spas, decks and patios (including screened areas) shall be permitted, provided that:

(1) no part thereof is closer to a side property line than is the side of the dwelling constructed on the Lot;

(2) no part thereof is closer than twenty feet (20') to the rear property line;

(3) no part thereof (including screened enclosures) are higher than the highest point of the roof (excluding vents, chimneys and/or similar structures extending above the roof surface) of the dwelling constructed on the Lot; and

(4) with respect only to waterfront lots, there may be constructed thereon a wildlife and fish observation deck, not to exceed two hundred(200) square feet, within the conservation easement area dedicated to Lake County. All structures constructed

pursuant to this Section 8 shall fully comply with the laws, regulations and ordinances of all applicable governmental authorities. In the event of any conflict between the terms of this Declaration and said laws, regulations and ordinances, the provisions of said laws, regulations and ordinances shall control.

Section 9., Fencing of Lots shall only be from five feet (5') back from the front line of the dwellings to the back Lot line and shall not exceed six feet (6') in height; no front yard fencing of any nature shall be allowed. All wood fencing shall be either stained or painted and maintained in good condition. All fencing shall be erected level and maintained level such that fencing is not leaning. All fencing shall be installed in a straight line, except places where the property line is not straight. All fence posts and fence framing shall be on the interior of the fence. No chain-link or wire mesh fencing shall be permitted.

Section 10. No repairs to vehicles shall be conducted in front or side yards. Repairs to vehicles in back yards must be concealed from view with opaque fencing.

Section 11. No noxious or offensive activity shall be conducted on any Lot, nor any activity be engaged in which is an annoyance or nuisance to the subdivision. All pets shall be constrained so as not to run free and shall be kept such that the pets are not a nuisance to the subdivision. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that each household may keep not more than four (4) household pets, provided that they are not kept, bred or maintained for any commercial purpose.

Section 12. All structures on the property shall be maintained in a neat and orderly manner at all times, and no refuse, trash, scrap, unlicensed non-operative vehicles or old household appliances shall be allowed to accumulate on any property. All yards shall be kept mowed to a height of not more than ten inches (10") and grass kept edged and trimmed so as to keep it from growing over onto sidewalks, curbs or streets.

Section 13. No sign of any kind may be displayed to the public view on any Lot except one professional sign of not more than four (4) square feet on each side advertising the property for sale or rent, or signs used by the Declarant to advertise the Property during the initial construction and sales period. The sign shall be of reasonably aesthetic quality and shall be kept in a good state of repair.

Section 14. Only one satellite dish may be erected on a Lot and it shall be erected in the rear of the property. No tower or antenna for radio transmission shall be allowed on a Lot.

Section 15. other than those improvements constructed by Declarant or its successors and assigns, no improvements shall be constructed upon any portion of the Common Area without the written approval of the Design Control Committee. These areas shall be maintained by the Association as provided in the Plat and in this Declaration of Covenants, Conditions and Restrictions.

- (a) No activities constituting a nuisance shall be conducted upon Common Areas,
- (b) No rubbish, trash, garbage or other discarded items shall be placed or allowed to remain upon Common Areas.
- (c) The Association may from time to time adopt reasonable rules and regulations concerning use of the Common Area which shall be binding upon all members of the Association.
- (d) The Association shall at all times pay the real property ad valorem taxes, if any, assessed against property owned by the Association and any other governmental liens which may be assessed against the Property owned by the Association. The Association at all times shall procure, maintain and pay for adequate policies of public liability and fire and extended casualty insurance upon the common Area. Said insurance policies shall be in the name of the Association and for the benefit of the Association members and owners of record and such other parties as the Association deems necessary. The aforesaid insurance policies shall be in such amounts and subject to such conditions and with such provisions as the officers or Board of Directors of the Association may determine, not inconsistent with any provisions of this Declaration. The Board of Directors may obtain such other type of insurance as they deem advisable.
- (e) Except for those capital improvements made to the Common Area by the Declarant at its expense, at all times hereafter, all capital improvements to the Common Area except for replacement or repair of those items installed by the Declarant and except for personal property related to the maintenance of the Common Area, shall require the approval of two-thirds (2/3) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 16.

1. The Declarant, for itself and its successors and assigns, hereby reserves and is given, and the Association is hereby granted and given, a perpetual and alienable easement, privilege and right to enter upon the Lots adjacent to Tracts B, C, D, E and F as may be required to provide access for the necessary reasonable maintenance and upkeep of said Tracts and the retention ponds and/or any structures located thereon.
2. Due to the topography of the Property, certain Lots will require retaining walls and/or other retaining structures (collectively "Retaining Structure(s)») to properly maintain the integrity of the post development topography of said Lot and/or adjacent portions of the Property. The maintenance of any Retaining Structure shall be the sole responsibility, and done at the sole expense of, the Owner of the Lot upon which said Retaining Structure is located. In the event that any Retaining Structure is not properly maintained by said Owner of the Lot upon which said Retaining Structure is located, then the Association shall have the right to do any such maintenance and bill any amount incurred therefor to the owner of said Lot. The Association has reserved for itself, in Sub-Section 8.3. here in below, an easement for itself to allow it to perform said

maintenance in accordance with the provisions of this sub-Section 8.2.

3. The Declarant, for itself and its successors and assigns, hereby reserves and is given, and the Association is hereby granted and given, a perpetual and alienable easement, •*privilege and right on, over, and under (a) any easement areas described on the Plat, and (b) a 5' easement along the boundary of each Lot where a Retaining Structure is located and a 5' easement along the contiguous boundary line of each Lot adjacent to a Lot where a Retaining structure is located as may be required to provide reasonable access for the necessary reasonable maintenance and upkeep of said easement and/or Retaining Structure in the event that said items are not maintained by the respective Lot Owners as provided for in this Declaration.

4. No drainage easement area or Retaining Structure shall be obstructed or modified in any manner whatsoever by the owner of any Lot. The Association shall have the right to modify any drainage easement area and/or Retaining Structure as necessary for the correct functioning of the storm-water drainage system and the groundwater retention system.

5. All buffer areas shown on the plat or required by appropriate governmental authority shall be maintained by the Owner as open space. Each Lot owner shall be responsible for (1) the normal maintenance of the surface area and any structure or improvement placed on the surface of the easement area located on each individual Lot, and (2) for any Retaining Structure primarily located on any individual Lot. At any time that the Board of Directors deems that said easement is not being properly maintained for the purpose for which it was intended, it shall then notify said Lot owner, in writing, and if proper maintenance is not completed within fourteen (14) days of said notice, then the Board of Directors may have proper maintenance done, and assess Lot owner(s) the reasonable cost of such, and shall have lien rights as provided for in Article IV here in above for non-payment of assessments, and shall be entitled to reimbursement for reasonable attorney's and collection fees.

6. No owner of any Lot subject to the privileges, rights and easements referred to in this section shall acquire right, title or interest in or to any pipes, lines or other equipment or facilities placed on, over or under the property which is subject to said privileges, rights and easements. All easements created in this subdivision are and shall remain private easements and the sole and exclusive property of the declarant and its successors and assigns and/or Association, as the case may be.

Section 17. Notwithstanding anything in Article VI to the contrary, no person shall in anyway impede or interfere with Declarant, its employees or agents, in the exercise of this right herein reserved, or interfere with the completion of the contemplated improvements or sale of Lots and improvements thereon. The Declarant may make such use of (1) that part of the Property owned by Declarant, or (2) the Common Area, free from the interference of Lot Owners or contract purchasers as may be reasonably necessary to facilitate the completion and sale of Lots 4 and improvements thereon, including but not limited to, the maintenance of a sales office and model area, the showing of Property, the display of signs, and the right to construct or place sales and

construction offices of a temporary nature on the Property.

Section 18. If any person shall violate or attempt to violate any of the covenants herein, it shall be lawful for the Declarant or any person or persons owning real estate subject to these covenants to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, including an action to enjoin or prevent him or them from so doing, or to cause the violation to be remedied and to recover damages or other costs for such violation. If the party or parties bringing any such action prevail, they shall be entitled to recover from the person or persons violating these restrictions the costs incurred by such prevailing party, including reasonable attorneys' fees. Invalidation 'of any of these covenants by judgement of court order shall in no way affect any of the other covenants and provisions contained herein, which shall remain in full force and effect.

Section 19. In the event that a violation of any of these restrictions shall inadvertently occur, which violation shall not be of such nature to defeat the intent and purpose of these covenants, the Board of Directors shall have the right and authority to waive such violation.

ARTICLE VII SURFACE WATER OR STORM-WATER MANAGEMENT SYSTEM

Section 1. Maintenance. The Association shall be responsible for the maintenance, operation and repair of the surface water or storm-water management system except for that part of the Drainage Easement Areas on individual Lots as provided for in this Declaration. Maintenance of the surface water or storm-water management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm-water management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or storm-water management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

Section 2. Enforcement. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or storm-water management system.

ARTICLE VIII GENERAL PROVISIONS

Section I. Enforcement. The Association, any Owner or Lake county shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association, any Owner or Lake County to enforce any covenant or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2 • MSTU/MSBU. The Declarant, or any governmental entity with jurisdiction there over, may cause to be established a "Municipal service. Taxing Unit" ("MSTU"), a "Municipal Service Benefit unit" ("MSBO") or some other similar entity which may provide for one or more of the following:

(a) the maintenance and upkeep of any recreation, retention and drainage area shown on the Plat, or any improvement or facility constructed pursuant to Subsection VIII 2.(b) here in below, as more specifically set forth under the terms of the MSTU, MSBU, or some other similar entity;

(b) the construction of improvements and facilities, (recreation, sidewalks, drainage, retention ponds, any irrigation facilities for said retention ponds, etc.) on and within various tracts and Plat easement areas for the use and benefit of Lake Clair Place Subdivision and all phases (existing or future) of the Lake Clair Place Subdivision;

(c) the construction, operation and maintenance of street lighting for the Lake Clair Place Subdivision; and (d) any other purpose approved for the MSTU, MSBU or some other similar entity by the applicable governmental jurisdiction. The provisions of any such MSTU, MSBU or some similar entity upon its establishment may place upon all residents of the Lake Clair Place Subdivision the obligation of payment for the construction, maintenance and upkeep provided for under the MSTU, MSBU or some similar entity. Upon its establishment, the specific terms of any such MSTU, MSBU or some similar entity may be obtained from the applicable county department(s).

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Duration of Covenants. The covenants and restrictions of this Declaration shall run with and bind property for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years.

Section 5. (This Section was amended October 21, 2007. See attached) Amendment. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners, and thereafter by an instrument signed by not less than sixty-six and two-thirds percent (66 2/3%) of the Lot Owners, Any amendment must be recorded in Lake County, Florida. Any Amendment to the Covenants and Restrictions which alter the surface water or storm-water management system, beyond 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. The Declarant reserves the right to amend this Declaration to correct typographical errors and errors of omission.

Section 6. Communication. All communication from individual Lot owners to the Declarant or its successors, the Board of Directors of the Association, the Design Control Committee, or any officer of the Association shall be in writing and posted return

receipt requested.

Section 7, FHA/VA Approval. As long as there is a class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of additional common area, and an amendment of this Declaration.

DECLARATIONS OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LAKE CLAIR PLACE

THIS FIRST AMENDMENT is made and entered into on this 21st day of October, 2007, by the owners and members of the Lake Clair Place Homeowner's Association, Inc., a Florida corporation (hereinafter "OWNERS").

WITNESSETH

WHEREAS, on July 12, 1996, the Declarant, Yeager Development Company, a Florida corporation, recorded the Declaration of Covenants, Conditions and Restrictions of Lake Clair Place, in Official records Book 1450, Page 1356, Public Records of Lake County, Florida.

WHEREAS, on August 9, 1996, the Declarant recorded a corrected Declaration of Covenants, Conditions and Restrictions of Lake Clair Place, in Official Records Book 1456, Page 2158, Public Records of Lake County, Florida, to include the legal description of the development.

WHEREAS, the Declaration provides that the Declaration may be amended during the first twenty year period by a vote of seventy five percent (75%) of the Owners in accordance with the provisions therein. WHEREAS, on January 9, 2007, a duly noticed meeting of the Owners was held, and a minimum of 75% of the votes being cast by the owners approved the amendment as set forth below.

NOW THEREFORE, Owners desire to amend the Declaration as follows. ARTICLE VIII, Section 5 is hereby deleted and the following is inserted in its place:

Section 5. Amendment, This Declaration may be amended by an instrument signed by not less than sixty-six and two-thirds percent (66 2/3%) of the Owners. Any Amendment must be recorded in the public records of Lake County, Florida. Any Amendment to the Declarations which alter the surface water or storm water system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. John's River Water Management District. The Declarant reserves the right to amend this Declaration to correct typographical errors and errors of omission. Except to the extent modified herein, all other terms and conditions of the Declaration and corrected Declaration remain in full force and effect

until unchanged.

Amendment was filed with the Clerk of the Court, Lake County Florida on October 22, 2007.