

This instrument prepared by
and after recording return to:

Glenwood Reserve Homeowners Association, Inc.
3536 Dunstable Dr.
Deland, FL 32720

**FIFTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR GLENWOOD RESERVE HOMEOWNERS ASSOCIATION**

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR GLENWOOD HOMEOWNERS ASSOCIATION (this “**Fifth Amendment**”) is made this 13 day of April, 2023 by **Glenwood Reserve Homeowners Association, Inc.**

RECITALS:

WHEREAS Glenwood Reserve, LLC (the former Declarant) previously caused to be recorded that certain Declaration of Covenants Conditions and Restrictions of Glenwood Reserve, LLC (now Glenwood Reserve Homeowners Association, Inc) (the “Association”) which was recorded in Official Record Book 5602, Page 901; thereafter amended by the First Amendment to Declarations of Covenants Conditions and Restrictions which was recorded in Official Record Book 5921, Page 628; thereafter amended by the Second Amendment to Declaration of Covenants, Conditions, and Restrictions recorded at Official Record Book 5921, Page 628; thereafter amended and restated by the Third Amendment to Declarations of Covenants Conditions and Restrictions recorded in Official Record Book 6184, Page 2100; thereafter amended by the Fourth Amendment to Declaration of Covenants, Conditions and Restrictions, recorded in Official Record Book 8125, 1047, all of the Public Records of Volusia County, Florida (collectively, the “Declaration”) and

A. Pursuant to Article VIII, Section 8.03 of the Declaration, the Association may amend the Declaration by an instrument signed by not less than ninety percent (90%) of the Lot Owners, with the exception of amendments to Section 6, which requires an approval of two-thirds of the Lot Owners.

B. The Association desires to amend the Declaration to revise certain covenants in order to update and amend the Declaration to more accurately reflect the needs of the Association.

C. Pursuant to Article VIII, Section 8.03 of the Declaration, the Association has obtained the required percentage for passage of the Fifth Amendment.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the Association hereby declares that this Fifth Amendment encumber the Property and such Property

shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with the Property and any part thereof and which shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

1. **Recitals.** The above recitals are true and correct and are expressly incorporated herein.

2. **Amendment to the Declaration.** The Declaration of Covenants, Conditions and Restrictions for Glenwood Reserve is hereby amended as follows, underlined type indicates additions and ~~strikeout~~ type indicates deletions. It is intended that the text in the Declaration denoted by asterisks (***) and set forth in this Fifth Amendment shall remain unchanged from the language existing prior to the Amendment.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Membership

Voting Classes

3.02 The Association shall have ~~two~~ one classes of voting membership:

~~Class A~~ Members shall be all Owners 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 among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

~~The Class B member(s) shall be the Declarant and shall be entitled to four (4) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earliest:~~

~~When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or~~

~~On January 1, 2009.~~

ARTICLE VI. GENERAL RESTRICTIONS – USE AND OCCUPANCY

General Prohibition

Only Residential Purposes

6.02 No lot shall be used in whole or in part for anything other than residential purposes, ~~except for model residential dwelling units which may be maintained by the builder or Declarants only for the purposes of the sale of residential dwellings within the properties. Other than conducting the sale of residential dwellings, no trade, traffic or business of any kind, whether professional, commercial, industrial or manufacturing or the non-residential use shall be engaged in or carried on upon the properties, or any part thereof, nor shall anything be done thereon which may be or which may become an annoyance or nuisance to the properties or adjacent properties.~~

Ground Maintenance

6.09 A. ~~All yards~~ cleared areas of a Lot from the rear of the house forward, must be sodded or landscaped (which can be natural growth) in distributed areas from the rear of the home to the street. St. Augustine or Bermuda type (*Stenotaphrum Secundatum*) is recommended. Bahia sod is acceptable only from the rear of the home to the Natural Buffer line or the Conservation Easement line, whichever is greater. At a minimum, irrigation systems must be installed for the front and side yards at a minimum.

B. No weeds, vegetation, rubbish, debris, garbage, objects, ~~waste materials~~ or waste materials of any kind whatsoever shall be placed or permitted to accumulate upon any portion of a lot which would render it ~~unsanitary, unsightly, offensive, or detrimental~~ to the properties in the vicinity thereof. ~~or to the occupants of any such property in such vicinity.~~

D. All construction debris and waste shall be placed in a dumpster ~~and removed daily during construction, if practicable.~~

Fences, Walls, Hedges, Mass Plantings, Buffers

6.10 A. No chain link fencing (~~exposed or unexposed~~) shall be permitted front of the rear of any house structure. Chain link fencing in permitted areas must be green or black in color or otherwise be approved by the ARC.

Boat and Vehicle Storage

6.13 No automobile, truck, trailer, or other vehicle shall be parked, left or stored upon any lot which is a nuisance or eyesore to the community. ~~Boats or recreational vehicles may be stored~~

~~upon the property but must be shielded from view by either a fenced area or parked in a garage or building. Whether any such vehicles are considered a nuisance or eyesore shall be the sole determination of the Board of Directors ARB. Only registered boats or recreational vehicles may be stored upon the property located at any point behind the home's driveway but must not be in the natural buffers as outlined and must be shielded from view as much as possible. As a guideline, no trucks larger than a 3/4 ton pickup box truck shall be permitted to be parked in a residential house area of the properties for a period of more than four (4) hours unless the same is present and necessary in the actual construction or repair of buildings on the land. No trucks larger than a pickup truck, trailers, campers or other habitable vehicles of any type shall be parked overnight or for more than forty-eight (48) daylight hours on the properties unless parked behind an enclosed wooden fence or in an enclosed garage. 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, or stored or otherwise permitted to remain on any lot except in an enclosed garage at the residence. No vehicle of any type shall be permitted on the properties unless the same has a current license tag in accordance with the laws of the State of Florida. No junk or abandoned vehicles of any type shall be permitted on the properties. Vehicles shall include, without limitation, motorcycles. No vehicles are to be parked on any grass covered area. No additional or extended parking areas are to be constructed of shell, rock or crushed concrete but must be constructed of poured concrete and pre-approved by the ARB and built to the plans and specifications of the ARB as so approved.~~

Road, Utilities and Drainage Easements

6.14. No structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of any ingress, egress, utility ~~and or~~ drainage easements as the same are reserved by ~~Declarants~~ the Association.

Excavations

6.15. No excavations of stone, gravel, dirt or earth shall be made on any portion of the properties, except ~~for~~ for the construction of dwellings, walls, foundations, structures and other appurtenances, with plans and specifications which have been approved by the ARC. ~~Excavations may be made for swimming pools and landscaping without said ARB approval, subject to this Declaration of Covenants.~~

Signs

6.16 Substantial rewording. See governing documents for current text (Fourth Amendment to Covenants, Conditions and Restrictions).

No sign can be larger than 20" X 18" in size.

A. Commercial Signs

No commercial signs of any kind shall be erected, or permitted to remain on or displayed to public view. The prohibition against displaying signs applies to both those signs that are within the interior of the home or vehicle, or on the exterior Lot.

Temporary Builder signs, not cemented in the ground will be allowed, as long as they only include the name of resident and address, EXAMPLE: "The Smith's – 1234 Jones Dr. A maximum of 2 signs per lot. All signs must comply with Federal law, State law, County law and Town law. Any question regarding signage, should be emailed to the Glenwood Reserve HOA Board members (glenwoodreservehoa@gmail.com).

B. Allowable Temporary Signage Rules

Temporary signage will be allowed to be displayed for no more than (4) 24-hour days (96 hrs.) and must be removed within one (1) day (24 hours) following the end/commencement of displayed event or announcement. EXAMPLE: "Happy Birthday", "It's a Boy/Girl", "Congratulations", "Welcome Home", "Get Well Soon", etc. Any sign affiliated with a sale, (i.e. Yard Sale/Garage Sale) and is placed in a common area or along public roads, must be removed by the end of posted sale day(s).

C. Allowable Permanent Signage Rules

Permanent signage is a sign allowed to be, and is on display at all times, as long as it conforms to all of the above rules. EXAMPLE: "Private Property", "No Trespassing", "Private Driveway", "Beware of Dog", etc.

D. Political Signage Rules

Political signs can be displayed for a maximum of (60) consecutive days, (1,440 hours) prior to the subject election date and must be removed one (1) day (24 hours) after election date. Political signs can only contain the name of candidate, party and "vote for".

Nuisances

6.18. No noxious or offensive trade or activity including but not limited to excessive noise from motorcycles, airboats, ATV's, etc. shall be permitted on any lot or common area, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. All outside sound producing devices must be turned off by ~~9:00 p.m~~ 10:00 P.M.

Garages

6.21. Each residence shall have an attached and enclosed garage for a minimum of two cars. All garages must face the side or rear of the lots ~~and no garage opening shall face the street~~. The ARC may make an exception to allow attached garages to face the front and the street if, in its sole discretion, the size, shape and dimensions of the lot make compliance with the provision

impractical. ~~The ARC may also make an exception and allow detached garages, if in its sole discretion, Detached garages may face the front and the street so long as they are approved by the ARC and they match the home by design, construction and architecture. and do not face the street.~~

Holiday Decorations

6.25 Holiday decorations (including Christmas lights) may be displayed in public view on or from any lot from Thanksgiving until January 15, but are otherwise prohibited. Outdoor lighting for all other holidays may be displayed to public view prior to the holiday for a ten (10) day period. These holidays include the 4th of July, Labor Day, etc.

Antennas, Aerials, Satellite Dishes and Solar Panels

6.26. No antennas or aerials shall be allowed. Television dishes shall be allowed under the condition that they are under 36" in diameter and screened from view of the street and adjacent lot owners. Ham radios and other communication equipment may be allowed on a case-by-case basis with prior written approval from the ARC. ~~All solar panels shall be limited to the rear roofs of residence or other areas of the rear of the property not visible from the front of the property or roadway.~~

Roofs

6.28 Any asphalt type roof shingles must be dimensional shingle. All roofs shall be constructed with a pitch of at least 6 to 12, except for porches or dormers which may have a lesser pitch. Any exceptions to this roof pitch shall be subject to the strict review and approval of the ARC and approved by the Board of Directors.

Siding

6.29. Homes shall not be constructed of vinyl, metal, or synthetic siding (~~Hardy~~ Cement Fiber Board is acceptable).

ARTICLE VIII GENERAL PROVISIONS

8.01 The Association, or any Owner (~~including Declarant~~), shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or later imposed by the provisions of this Declaration. Failure to enforce any covenant or restriction shall in no event be deemed a waiver of the right to do so. The prevailing party in any such action shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the court may adjudge to be reasonable for the services of his/her/their attorney.

ARTICLE X. CONSERVATION EASEMENT

Conservation Easement

10.01. Pursuant to the provisions of SS 704.06, Florida Statutes, as may be amended from time to time, ~~Declarant~~ Glenwood Reserve Homeowners Association, Inc. hereby voluntarily grants and conveys the County of Volusia a conservation easement in perpetuity over the portion of the property described in the property description ~~attached Exhibit A~~ on pages 1 and 2 of this document and as indicated in the Plat of Glenwood Reserve as "Conservation Easement" areas. This grant shall be binding upon Glenwood Reserve Homeowners Association, Inc.

10.04 Rights of the County of Volusia. To accomplish the purposes stated herein, ~~Declarant~~ Glenwood Reserve Homeowners Association, Inc. conveys the following rights to the County of Volusia:

- A. To enter upon and inspect the Property in a reasonable manner and at reasonable times to determine if the Glenwood Reserve Homeowners Association, Inc. or its successors and assigns are complying with the covenants and prohibitions contained in the Conservation Easement.
- B. To proceed at law or in equity to enforce the provisions of the Conservation Easement and the covenants set forth herein, and require the restoration of areas or features of the Property that may be damaged by any activity inconsistent with this Conservation Easement.

IN WITNESS WHEREOF, the undersigned, being members of the Board of Directors of the Glenwood Reserve Homeowners Association, Inc., have hereunto set its hand and seal this Fifth Amendment, this ____ day of April 2023.

GLENWOOD RESERVE HOMEOWNERS
ASSOCIATION, INC., a Florida not for profit corporation.
<CORPORATE SEAL>

By: _____

Christina Nichols

By: _____

Anne Rothenberg

By: _____

Maritza Connelly

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, personally appeared CHRISTINA NICHOLS, who is personally known to me or who has produced his Florida driver's license as identification, and who acknowledged before me the execution of the foregoing instrument.

WITNESS my hand and official Seal in the aforesaid State and County, this 13 day of April 2023.



AMBER R. KARNES
Notary Public
State of Florida
Comm# HH374110
Expires 3/15/2027

Amber R. Karnes
NOTARY PUBLIC
My Commission Expires:

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, personally appeared ANNE ROTHENBERG, who is personally known to me or who has produced Florida driver's license as identification, and who acknowledged before me the execution of the foregoing instrument.

WITNESS my hand and official Seal in the aforesaid State and County, this 13 day of April 2023.



AMBER R. KARNES
Notary Public
State of Florida
Comm# HH374110
Expires 3/15/2027

Amber R. Karnes
NOTARY PUBLIC
My Commission Expires:

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, personally appeared MARITZA CONNELLY who is personally known to me or who has produced Florida driver's license as identification, and who acknowledged before me the execution of the foregoing instrument.

WITNESS my hand and official Seal in the aforesaid State and County, this 13 day of April 2023.



AMBER R. KARNES
Notary Public
State of Florida
Comm# HH374110
Expires 3/15/2027

Amber R. Karnes
NOTARY PUBLIC
My Commission Expires: