

**AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS**

THIS DECLARATION is made on the date hereinafter set forth by GLENWOOD RESERVE HOMEOWNERS ASSOCIATION, INC-LLC, hereinafter referred to as "Declarant."

WITNESSETH:

WHEREAS Glenwood Reserve, LLC (the former declarant) previously caused to be recorded that certain Declarations of Covenants Conditions and Restrictions of Glenwood Reserve, LLC (now Glenwood Reserve Homeowners Association, Inc) which was recorded in Official Record Book 5602, Page 901; which was amended by the First Amendment to Declarations of Covenants Conditions and Restrictions which was recorded in Official Record Book 5914, Page 1420; which was further amended and restated by the Second Amendment to Declarations of Covenants Conditions and Restrictions which was recorded in Official Record Book 5921, Page 628 and which was further amended and restated by the Third Amendment to Declarations of Covenants Conditions and Restrictions which was recorded in Official Record Book 6184, Page 2100; all of the Public Records of Volusia County, Florida (collectively, the "Declarations") and Declarant is the owner of certain property in the County of Volusia, State of Florida, which is more particularly described as:

WHEREAS, the Declarations direct that the following described properties shall be held, sold and conveyed subject to those Declarations and it is now declared that said following described properties shall now be subject to these Amended and Restated Declaration of Covenants, Conditions and Restrictions:

A parcel of land lying in and being a part of Lots 31 and 32, Norris Subdivision of Dupont and Gaudry Grants, according to map or plat thereof as recorded in Deed Book "C", Page 681, Public Records of Volusia County, Florida, and Lots 4 and 5, of Commissioners' Partition of William D. Neff and Annie M. Neff, according to map or plat thereof as recorded in Plat Book 1, Page 159, Public Records of Volusia County, Florida, being more particularly described as follows: Commencing at the Northwest corner of Lot 32, Norris Subdivision of the Dupont and Gaudry Grants, according to the map or plat thereof as recorded in Deed Book "C", Page 681, of the Public Records of Volusia County, Florida, run thence S 80°40'18" E along the North line of said Lot 32, a distance of 1320.00 feet to the Point of Beginning; thence continue S 80°40'18" E along said North line of Lot 32 a distance of 2680.29 feet to a 4x4 concrete monument being the Northeast corner of said Lot 32, also being on the West line of Golden Hills of DeLand Subdivision, an unrecorded plat No. 137, Public Records of Volusia County, Florida; run thence S 00°35'10" E along the East line of said Lots 31 and 32, a distance of 1330.14 feet to a 4x4 concrete monument at the Southeast corner of said Lot 31; run thence N 80°39'06" W along the South line of said Lot 31, a distance of 1451.68 feet to a point being 30.28 feet West of the Northwest corner of Lot 6, Map of Commissioners' Partition of William D. Neff and Annie M. Neff, according to map or plat thereof as recorded in Plat Book 1, Page 159, Public Records of Volusia County, Florida run thence S

01°57'31" W parallel with the West line of said Lot 6 a distance of 584.11 feet to a point on the Northerly Right-of-Way line of Lemon Street, said point being 33.00 feet Northerly of the centerline of said Lemon Street as measured at right angles thereto; run thence N 80°22'51" W along the Northerly Right-of-Way line of said Lemon Street a distance of 1287.26 feet; run thence N 01°53'02" E parallel with the West line of Lot 4, of the aforesaid land of William D. and Annie M. Neff a distance of 607.39 feet; run thence N 80°39'06" W a distance of 21.18 feet to a point on the East line of the West 20 chains of said Lot 31; run thence N 01°48'31" E along said East line of the West 20 chains, a distance of 80.70 feet; run thence S 80°39'06" E a distance of 21.18 feet; run thence N 01°48'31" E parallel with said East line of the West 20 chains, a distance of 550.43 feet to a point on the South line of aforesaid Lot 32; run thence N 80°39'42" W along said South line a distance of 21.16 feet to a point on the East line of the West 20 chains of said Lot 32; run thence N 01°48'31" E along said East line of the West 20 chains, a distance of 660.34 feet to the Point of Beginning.

AND

An 80.00 foot wide parcel of land lying in Lot 31, NORRIS SUBDIVISION OF DUPONT AND GAUDRY GRANTS, according to map or plat thereof as recorded in Deed Book "C" Page 681, Public Records of Volusia County, Florida, being described as follows: A parcel of land lying 40.00 feet Northerly and 40.00 feet Southerly of the following described centerline: Commencing at the Southwest corner of said Lot 31, run thence N 01 degrees 48 minutes 22 seconds E along the West line of said Lot 31, also being the Easterly Right of Way of Grand Avenue, a distance of 109.56 feet to the Point of Beginning of said centerline; run thence S 81 degrees 56 minutes 19 seconds E a distance of 463.85 feet to a point of curve being concave to the Northwest, having a radius of 300.00 feet, a delta of 29 degrees 19 minutes 42 seconds and arc length of 153.56 feet; run thence on a chord bearing of N 83 degrees 23 minutes 49 seconds E a chord distance of 151.89 feet to a point of revers curve, said curve being concave to the Southwest, having a radius of 300.00 feet, a delta of 69 degrees 36 minutes 15 seconds an arc length of 364.45 feet; run thence on a chord bearing of S 76 degrees 27 minutes 54 seconds E a chord distance of 342.45 feet to a point of reverse curve being concave to the Northeast, having a radius of 300.00 feet, a delta of 38 degrees 59 minutes 19 seconds, an arc length of 204.14 feet; run thence on a chord bearing of S 61 degrees 09 minutes 26 seconds E a chord distance of 200.23 feet to the point of tangency; run thence S 80 degrees 39 minutes 06 seconds E a distance of 185.19 feet to a point of the East line of the West 20 chains of said Lot 31 and the point of terminus.

AND

The Northerly 15.00 feet of the Southerly 164.80 feet of the Westerly 15.0 feet of Lot 31 NORRIS SUBDIVISION OF THE DUPONT AND GAUDRY GRANTS, according to map or plat thereof as recorded in Deed Book "C", page 881, Public Records of Volusia, County, Florida.

AND

The Northerly 15.00 feet of the Southerly 89.32 feet of the Westerly 15.0 feet of Lot 31, of the NORRIS SUBDIVISION OF THE DUPONT AND GAUDRY GRANTS, according to map or plat thereof as recorded in Deed Book "C", Page 681, Public Records of Volusia, County, Florida.

WHEREAS, the Glenwood Reserve Homeowner's Association, Inc. as successor to the Declarant desires to amend and restate the referenced Declarations of Covenants Conditions and Restrictions, as previously amended, in their entirety.

NOW THEREFORE, the Declarations of Covenants Conditions and Restrictions as amended and referenced above are hereby amended and restated in their entirety as follows: ~~Declarant hereby declares that all of the properties described above 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 real property and be binding on all parties having any right, title, or interest in the described properties or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each Owner.~~

ARTICLE I. DEFINITIONS

Association Defined

1.01 "Association" shall mean and refer to GLENWOOD RESERVE HOMEOWNERS ASSOCIATION, INC., its successors, and assigns.

Owner Defined

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

Properties Defined

1.03 "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Common Area Defined

1.04 "Common Area" shall mean all real property (including the improvements) owned by the Association for the common use and enjoyment of the Owners.

Lot Defined

1.05 "Lot" shall mean and refer to any plot of land or parcel shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Declarant Defined

1.06 "Declarant" shall mean and refer to GLENWOOD RESERVE HOMEOWNERS ASSOCIATION, INC. LLC, its successors and assigns. ~~if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.~~

Surface Water or Stormwater Management System

1.07 "Surface Water or Stormwater 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, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges. The requirements of the surface water or stormwater management system are more particularly set forth in Article VII hereof.

ARTICLE II. PROPERTY RIGHTS

Owners' Easements of Enjoyment

2.01. Every Owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

A. The right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.

B. The right of the Association to suspend the voting rights and the right to use of the recreational facilities by an Owner for any period during which any assessment against the Owner's Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations after a hearing by the Board of Directors of the Association; of the Association to dedicate or transfer all or any part of the Common Area 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.

Delegation of Use

2.02 Any Owner may delegate, in accordance with the Bylaws, the right of enjoyment to the Common Area and facilities to the members of the Owner's family, the owner's tenants, or contract purchasers who reside on the property.

ARTICLE III. MEMBERSHIP AND VOTING RIGHTS

Membership

3.01. Every Owner of a Lot that 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 that is subject to assessment.

Voting Classes

3.02. The Association shall have ~~two~~one classes of voting membership. ~~Class A members~~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 among themselves determine, but in no event shall more than one vote be cast with respect to any one Lot.

~~(b) 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:~~

~~1. When the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or~~

~~2. On January 1, 2009.~~

ARTICLE IV. COVENANT FOR MAINTENANCE ASSESSMENTS

Creation of Lien and Personal Obligation of Assessments

4.01. Each Owner of any Lot by acceptance of a deed, subsequent to Declarant, whether or not it shall be so expressed in the deed, is deemed to covenant and agree to pay to the Association an annual assessment or charges and special assessments for capital improvements, maintenance of common areas and community fire wells, such assessments to be established and collected as hereinafter provided. No such annual assessments, special assessments or other charges shall be due from Declarant. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to successors in title unless expressly assumed by them.

Purpose of Assessment

4.02 The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

4.03 The Board of Directors may fix the annual assessment at any amount not in excess of the maximum allowed by law. The Board of Directors will charge a fee for estoppel when there is a change of ownership on any lot or home.

Special Assessments for Capital Improvements

4.04. 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, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Notice and Quorum for Any Action Authorized Under Sections 4.03, 4.04

4.05. Written notice of any meeting called for the purpose of taking any action authorized under Section 4.03 or 4.04 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or proxies entitled to cast sixty percent (60%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Uniform Rate of Assessment

4.06. Both annual and special assessments must be fixed at a uniform rate for all Lots and may be collected on a ~~monthly~~ yearly basis.

Date of Commencement of Annual Assessments: Due Rates

4.07. The annual assessments provided for herein shall commence as to all Lots on first day of the month following the conveyance of such lot from Declarant to guarantee. 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 annual assessment 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 is binding upon the Association as of the date of its issuance.

Effect of Nonpayment of Assessments: Remedies of the Association

4.08. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten (10) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property, in accordance with the laws of the state of Florida. No owner may waive or otherwise escape liability for the assessments by nonuse of the Common Area or abandonment of the Lot.

Subordination of Lien to Mortgages

4.09. The lien of the assessments shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of assessment as to payments that became due prior to the sale or transfer. No sale or transfer shall relieve the Lot from liability for any assessments thereafter becoming due.

ARTICLE V. ARCHITECTURAL CONTROL

Architectural Review Committee ~~Board~~ (ARB)

5.01 The ~~Declarants Association~~, in order to give guidelines to owners and builders concerning construction, have formed an Architectural Review Committee~~Board~~ (ARB~~ARC~~). The ARB shall be composed of not less than three (3) nor more than five (5) persons. ~~The members of the ARCB shall initially be appointed by the Declarants. The membership rules of procedure and duties of the committee shall be prescribed by and, from time to time, changed or modified by the Declarants. Upon the earlier of the two events listed in Section 3.02(b) hereof, the duties and membership selection of the ARCB shall be turned over to the owners who shall elect an ARCB and change or modify membership rules of procedure and duties of the committee, by a majority of the owners. For those purposes, "Owners" shall be defined as the owners of individual parcels subject to these restrictions. If more than one person or entity owns a parcel, such owners collectively shall be deemed to have one vote as "Owners" of such parcel.~~

Duties of Architectural Review ~~Board~~ Committee

5.02 A. To approve, prior to construction, all buildings, fences, walls, pools, and other structures which shall be commenced or erected upon the properties. The ARB shall be furnished two (2) sets of completed plans and specifications showing the nature, type, shape, height, materials, colors, and location of same and shall approve or disapprove in writing within fourteen (14) days of receipt of same, as to the harmony of external design, colors, and locations in relation to surrounding structures and topography. If the ~~ARB-ARC~~ fails to approve or disapprove such plans and specifications within fourteen (14) days of written request for consideration, then such written approval shall not be required provided that no building or other structure shall be erected which violates any of the covenants herein contained.

B. To approve, along with at least one Board Member, prior to construction, any such building plans and specifications and ~~lot grading and~~ landscaping. If in the conclusion and opinion for any reason, including purely aesthetic reasons, the ARB should determine the said plans are not consistent with the development plan formulated by the Declarants for the property or contiguous land thereto, then and in that event, such plans and specifications shall not be approved.

C. To require the builder or owner to submit a set of plans and specifications which shall be held by the ARB until the building is completed. The work contemplated must be performed substantially in accordance with the plans and specifications approved. All approvals of plans and specifications must be evidenced by signatures of at least two (2) members of the ARC and one member of the BODB on plans and specifications furnished. The existence of the signatures of at least two (2) members of the ARC and one member of the BODB shall be conclusive proof of the approval by the ARB of such plans and specifications.

D. To approve the color of any home, structure or addition prior to the painting or repainting of the same. The ARC shall be furnished with a paint swatch of the color intended to be used by the owner and shall approve or disapprove, in writing, within fourteen (14) days of receipt of the same as to its harmony in relation to the home or structure being painted and within the surrounding community.

ARTICLE VI. GENERAL RESTRICTIONS – USE AND OCCUPANCY

General Prohibition

6.01 No dwelling, dwelling house, garage, outbuilding structure or appurtenance of any kind including additions or substantial alterations thereto, shall be erected, placed or maintained on the properties or any portion thereof that does not conform to the standards, requirements, prohibitions and provisions of this Declaration, and all such construction shall be performed, completed, erected, placed and maintained only in accordance with the plans and specifications required herein as approved by the ARCB.

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.

Single-Family Residential Use

6.03 No building or structure shall be erected, altered, placed, or permitted to remain on any lot other than one (1) single-family residential dwelling and appurtenant outbuildings or structures as may be suitable and necessary for the purposes for which said lot is permitted to be used. A typical “mother-in-law quarters” ~~or servants quarters~~ are permitted if attached to the primary residence.

Subdivision

6.04 No lot shall be subdivided.

Occupancy Before Completion

6.05 No building or structure upon the properties shall be occupied until the same is approved for occupancy by such governmental agency which is responsible for regulation of building construction and until it complies with the terms and provisions of these covenants.

Maintenance and Repair

6.06 All dwellings, structures, buildings, outbuildings, walls, driveways, and fences placed or maintained on the properties, or any portion thereof ~~shall at all times~~shall always be maintained in good condition and repair.

Completion of Construction

6.07 All exterior construction and paint and stain finishing for which plans and specifications are required herein to be submitted to the ARCB for approval shall be completed within nine (9) months from the date of approval for said approval to remain in force and effect, unless said ARCB shall grant a greater period of time to complete said construction or shall grant an extension of said nine (9) months period.

6.08 No temporary buildings, tent, shack, travel-trailer/RV, garage, or other outbuildings shall at any time be used on any lot as a residence, temporarily or permanently, and no building or dwelling of a temporary character shall be permitted except that outdoor non-metal storage sheds shall be permitted, subject to strict review and approval by the ARCB prior to installation.

Ground Maintenance

6.09 A. All yards 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 ~~not~~ acceptable only from rear of the home to the Natural Buffer line or the Conservation Easement line, whichever is greater. 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 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.

C. No building materials of any kind or character shall be placed or stored upon any lot ~~so as to~~ be open to view by the public or neighbors, unless such material will be used and is used within three (3) months after the construction of buildings or structures upon the lot on which the material is stored.

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

E. Prior to clearing a lot and during all phases of construction, owners shall install a ~~compacted clay drive area~~surface material or product which protects the pavement at the road's edge to prevent damage by of at least 25 feet in width and 20 feet in length connecting to the paved road so that construction vehicles ~~will not damage the road's edge~~. Each owner shall be responsible for the cost of repair of any damages to the road caused by contractor, subcontractor, or materialmen.

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 ARCB.

B. No fence, wall, hedge, or mass planting of any type exceeding six (6) feet above the finished graded surface of the ground upon which it is located shall be

constructed, planted, placed, or maintained between the front property line along the road and the front setback line of any lot (front house line) without the written consent and approval of the ARCB.

C. A buffer consisting of the natural vegetation shall remain on the first 10 feet of all side lot lines and 25 feet of all rear lot lines with an additional 15 feet for perimeter lots such that perimeter lots shall have a rear lot line buffer of 40 feet.

Animal, Birds and Fowls

6.11 No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that a reasonable number of dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. Household pets shall not include any cows, goats, swine, or similar pets. In the event of dispute as to the reasonableness of the number of such cats, dogs or household pets kept upon the properties, the decision and opinion of the ARCB shall control. All pets when walked, must be leashed, and cleaned up after. All pets when outside of a home must be leashed or fenced.

Laundry

6.12 No clothes, sheets, blankets, or other articles shall be hung out to dry in the side, front, or rear yards of any lot.

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 a nuisance or eyesore shall be the sole determination of the ARCB. As a guideline, no trucks larger than a ¾ ton pickup 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 approved 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 ARCB and built to the plans and specifications of the ARCB 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 drainage easements as the same are reserved by Declarants.

Excavations

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

Signs

6.16 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 contractor and Owner during construction and giving the name of occupant of the residence located on said lot or one approved sign advertising the premises for sale or rent. All signs shall be approved by the [ARCB](#).

Refuse

6.17 No trash, garbage, rubbish, debris, waste or materials or other refuse shall be deposited or allowed to accumulate or remain on any lot. All trash containers must be returned to the utility yard or enclosure within eight (8) hours after announced pickup time.

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, 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.

In-Ground Swimming Pool

6.19 Only in-ground swimming pools may be constructed on any lot provided that access to them from outside the lot is controlled from all directions by screening and or fencing in the residential structure. Such screens, fencing and their structures shall be approved by the [ARBARC](#). Exposed chain link fencing is not permitted. Above ground swimming pools are not permitted.

Dwelling Site

6.20 Dwelling Size. No house may be erected or placed upon any lot or lots, which does not have a minimum of 1800 square feet of living area, exclusive of attached porch or porches, terraces, patios, breezeways, and garages. All homes over one story in height shall have a minimum of 1200 square feet of living area on the first floor.

Garages

6.21 Garages. 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 ~~ARB-ARC~~ may make an exception and allow ~~detached~~ garages to face the front and the street if, in its sole discretion, the size, shape and dimensions of the lot make compliance with this provision impractical. The ARC may also make an exception and allow detached garages, if, in its sole discretion, they match the home by design, construction and architecture and do not face the street.

Set-Back Requirements

6.22 All homes and associated structures shall be at least 50 feet back from the closest edge of the road pavement in front of such home. Exceptions may be considered by the ARCB to the extent that a lot's shape does not make such a setback practical. Side set-back requirement shall be 25 feet. Rear set-back requirement shall be 35 feet. Homes should be as closely centered within the width of the lot whenever practicable.

Fire Sprinklers

~~6.23 Before a Certificate of Occupancy is issued, each home shall be provided with a fire sprinkler system which meets the requirements of NFPA 13D.~~

Wells, Septic Tanks, Storage Tanks and Compressors

6.24 Individual wells and septic tanks shall not be within thirty (30) feet of any lot line. Water pumps, storage tanks, water conditioning equipment, compressors and air conditioning equipment shall be screened from view and out of sight of passersby along the street/easement and adjacent property owners. The ARC may make exceptions, if, in its sole discretion, the size, shape and dimensions of the lot make compliance with this provision impractical or based upon recommendations of the Health Department.

Parking on Street

6.25 No parking of vehicles of any kind shall be permitted on, along or adjacent to the street/easement.

Holiday Decorations

6.26 Holiday decorations (including Christmas lights) may be displayed to public view on or from any lot from Thanksgiving until January 15, but are otherwise prohibited.

Antennas, Aerials, Satellite Dishes and Solar Panels

6.27 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 ARCB. 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.

Driveways

6.28 Driveways within 100 feet of all front lot lines shall be constructed of concrete, [pavers](#), or brick. They shall be at least 15 feet in width.

Roofs

6.29 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 [ARBARC](#).

Siding

6.30 Homes shall not be constructed of vinyl, metal, or synthetic siding (Hardy Board is acceptable).

Interpretation of Covenants

6.31 The [ARCB](#) shall have final and binding discretion to interpret the provisions of the covenants on a case-by-case basis.

Skateboards

6.32 No skateboard ramps are allowed upon the sidewalks, roadway, or right-of-way.

Non-Licensed Motor Vehicles

6.33 No unlicensed motor vehicles, scooters, all-terrain vehicles, mopeds, go-carts, or similar unlicensed motor vehicles may be operated upon the roadways, right-of-ways or common areas.

ARTICLE VII. SURFACE/STORM WATER MANAGEMENT SYSTEM

Maintenance, Operation and Repair

7.01 The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved in writing by the St. Johns River Water Management District.

Definitions

7.02 "Surface Water or Stormwater 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, overdrainage, environmental

degradation, and water pollution or otherwise affect the quantity and quality of discharges.

Duties of Association

7.03 The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

Covenant for Maintenance Assessments for Association

7.04 Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

Easement for Access and Drainage

7.05 The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain, or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

Vegetative Natural Buffer

7.06 The natural vegetative buffer provided for in Article 6.10.C. herein is a part of the surface water management system permitted by the St. Johns River Water Management District. The purpose of this buffer is to detain and treat stormwater prior to drainage offsite. The following activities are prohibited within this buffer: filling or excavation; planting, sodding, or removing vegetation, irrigation, or construction of fences which impede the flow of surface water.

No alteration of the buffer shall be authorized without prior written authorization from the District. Any damage to any buffer, whether caused by natural or human-induced phenomena, shall be repaired and the buffer returned to its former condition as soon as possible by the owner(s) of the lot(s) upon which the buffer is located.

Amendment

7.06 Any amendment to the Covenants and Restrictions which alter any provision

relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common area, must have the prior approval of the St. Johns River Water Management District.

Enforcement of Surface/Storm Water Management Provisions

7.07 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 the Covenants and Restrictions which relate to the maintenance, operation and repair of the surface water or stormwater management system.

Swale Maintenance

7.08 The Developer has constructed a Drainage Swale upon some of the lots for the purpose of managing and containing the flow of excess surface water, if any, found upon some of the lots from time to time. Each lot owner, including builders, shall be responsible for the maintenance, operation, and repair of the swales on the lot. Maintenance, operation, and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the lot(s) upon which the Drainage Swale is located.

ARTICLE VIII. GENERAL PROVISIONS

Enforcement

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.

Severability

8.02 Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions, which shall remain in full force and effect.

Amendment

8.03 The covenants and restrictions of this Declaration shall run with and bind the land, 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. This Declaration (other than the provisions contained in Article VI) may be

amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners. Any amendment must be recorded.

ARTICLE VIII. TREE PRESERVATION EASEMENT

Tree Preservation Easement

9.01 A perpetual Tree Protection Easement shall be provided and dedicated to the County of Volusia, on lots as indicated on the plat of Glenwood Reserve Subdivision, for the purpose of protecting trees within the designated areas.

9.02. The following are prohibited in the Tree Protection Easement:

A. Structures, impervious surface of any kind, including driveways, or sidewalks, trenching for utilities, change in the natural grade, or stockpiling or storage of any materials.

B. Placement of sod and irrigation, mowing and mechanical edging prohibited.

C. The use of landscape plants and mulch is acceptable.

D. Limited crossings of the easement may be permitted as approved by the County Forester, if such improvements are constructed of pervious material that does not change the natural grade or damage the roots of the tree.

ARTICLE X. CONSERVATION EASEMENT

Conservation Easement

10.01 Pursuant to the provisions of SS 704.06, Florida Statutes, Declarant 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 on pages 1 and 2 of this document, and the attached Exhibit "A" as indicated in the future Plat of Glenwood Reserve as "Conservation Easement" areas. This grant shall be binding upon Glenwood Reserve Homeowners Association, Inc.

10.02 Purpose. The purpose of the Conservation Easement is to assure that the property will be retained forever in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

10.03 Prohibited Uses. Any activity on or use of the Conservation Easement areas inconsistent with the purpose of the Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- A. Construction or placing buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground.
- B. Dumping or placing soil or other substance or material as landfill or dumping or placing of trash waste or unsightly or offensive materials.
- C. Removing or destroying trees, shrubs, or other vegetation.
- D. Excavating, dredging, or removing loam, peat, gravel, soil, rock, or other material substances in such a manner as to affect the surface.

- E. Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition.
- F. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.
- G. Acts or uses detrimental to such retention of land or water areas.
- H. Acts or uses detrimental to the preservation of the structural integrity of physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

10.03 Reserved Rights. There is reserved unto the Glenwood Reserve Homeowners Association, Inc., its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in or permit or invite others to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of the Conservation Easement.

10.04 Rights of the County of Volusia. To accomplish the purposes stated herein, Declarant 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.

10.05 County of Volusia's Discretion. The County of Volusia may enforce the terms of this Conservation Easement at its discretion, but if the Glenwood Reserve Homeowners Association, Inc. breaches any term of this Conservation Easement and The County of Volusia does not exercise its rights under this Conservation Easement, the County of Volusia's forbearance shall not be construed to be a waiver by the County of Volusia of such term, or of any subsequent breach of the same, or any other term of this Conservation Easement, or of any of the County of Volusia's rights under this Conservation Easement. No delay or omission by The County of Volusia in the exercise of any right or remedy upon any breach by The Glenwood Reserve Homeowners Association, Inc. shall impair such right or remedy or be construed as a waiver. The County of Volusia shall not be obligated to The Glenwood Reserve Homeowners Association, Inc., or to any other person or entity, to enforce the provisions of this Conservation Easement.

10.06 The County of Volusia's Liability. The Glenwood Reserve Homeowners Association, Inc. shall be solely liable for any injury or damage to the person or property of third parties which may occur on the Property arising from The Glenwood Reserve Homeowners Association, Inc.'s ownership of the Property. Neither The Glenwood Reserve Homeowners Association, Inc.'s, nor any person or entity claiming by or through The Glenwood Reserve Homeowners Association, Inc.'s, shall hold the County of Volusia liable for any damage or injury to person or personal property which may occur on the Property.

10.07 Acts Beyond The Glenwood Reserve Homeowners Association, Inc.'s Control. Nothing contained in this Conservation Easement shall be construed to entitle The County of Volusia to bring any action against The Glenwood Reserve Homeowners Association, Inc. for any injury to or change in the Property resulting from natural causes beyond The Glenwood Reserve Homeowners Association, Inc.'s control, including, without limitation, fire, flood, storm and earth movement, or from any necessary action taken by The Glenwood Reserve Homeowners Association, Inc. under emergency conditions to prevent, abate, or mitigate significant injury to the Property or to persons resulting from such causes.

10.08 Successors. The covenants, terms, conditions and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representative, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, the undersigned, being the Declarants, have hereunto set its hand and seal this ____ day of ~~July, July~~ 2021.05.

GLENWOOD RESERVE HOMEOWNERS ASSOCIATION, INC

By: _____
Christina Nichols

By: _____
Glen Moore

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 ____ day of July 2021.

NOTARY PUBLIC
My Commission Expires:

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, personally appeared GLEN MOORE, 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 _____
day of July 2021.

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 _____
day of July 2021.

NOTARY PUBLIC
My Commission Expires: