

FIRST AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, AND RESTRICTIONS

This First Amendment is made by GLENWOOD RESERVE, LLC ("Declarant") and GLENWOOD HOMEOWNERS ASSOCIATION, INC. ("Association") on the date indicated herein as the execution date of this amendment.

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in the County of Volusia, State of Florida, which is more particularly described in the attached Exhibit "A", and

WHEREAS, Declarant previously caused to be recorded in the Public Records of Volusia County those certain Declarations of Covenants, Conditions, and Restrictions recorded in Official Record Book 5602, Page 901, Public Records of Volusia County, Florida, and

WHEREAS, Declarant desires to amend such Declaration of Covenants, Conditions, and Restrictions as indicated herein below, and to add additional property to be subject to the Declarations of Covenants, Conditions and Restrictions previously recorded in Official Records Book 5602, Page 901, Public Records of Volusia County, Florida as well as this First Amendment to Declarations of Covenants, Conditions and Restrictions.

NOW THEREFORE, Declarant hereby declares that the properties described in the attached Exhibit "A" shall be held, sold, and conveyed subject to the following additional easements, restrictions, covenants, 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:

LEGAL DESCRIPTION- The legal description previously contained in the Declarations of Covenants, Conditions and Restrictions previously recorded in Official Records Book 5602, Page 901, Public Records of Volusia County, Florida is hereby amended to be the legal description attached as Exhibit "A".

ARTICLE 5.02 is amended by adding the additional paragraph D.

D. To approve the color of any home, structure, or addition prior to the painting or repainting of the same. The ARB 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 9 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 is 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 10 Conservation Easement

10.01 Pursuant to the provisions of §704.06, Florida Statutes, Declarant hereby voluntarily grants and conveys to the County of Volusia a conservation easement in perpetuity over the portion of the property described in 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. who will warrant title and defend the same against the lawful claims of all persons whomsoever.

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 this 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 this Conservation Easement.

B. To proceed at law or in equity to enforce the provisions of this 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.

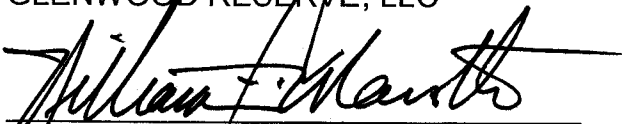
10.06 The County of Volusia's Liability. The Glenwood Reserve Homeowners Association, Inc. shall be solely liable for any injury or damage to the person or property of third parties which may occur on the Property arising from The Glenwood Reserve Homeowners Association, Inc.'s ownership of the Property. 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 representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

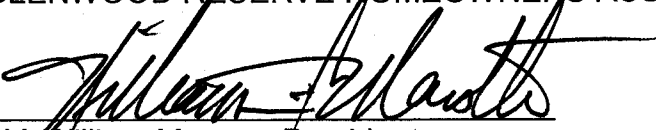
IN WITNESSETH THEREOF, the undersigned being the Declarant and Glenwood Reserve Homeowners Association, Inc. have hereunto set their hands and seals, this 15th day of September, 2006.

GLENWOOD RESERVE, LLC



BY: William Marotte, Managing Member

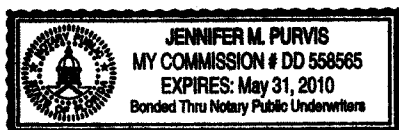
GLENWOOD RESERVE HOMEOWNERS ASSOCIATION, INC.


BY: William Marotte, President

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

I HEREBY CERTIFY that on this day, before me, personally appeared WILLIAM MAROTTE, ✓ 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 18th day of September, 2006.




NOTARY PUBLIC

EXHIBIT "A"

LEGAL DESCRIPTION

That certain piece, parcel and tract of land located in VOLUSIA County, Florida, described as follows:

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 COMMISSIONER'S 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 degrees 40 minutes 18 seconds E along the North line of said Lot 32, a distance of 1320.00 feet to the Point of Beginning; thence continue S 80 degrees 40 minutes 18 seconds 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 degrees 35 minutes 10 seconds 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 degrees 39 minutes 06 seconds 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 COMMISSIONER'S 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 degrees 57 minutes 31 seconds 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 degrees 22 minutes 51 seconds W along the Northerly Right of Way line of said Lemon Street a distance of 1263.61 feet; run thence N 01 degrees 53 minutes 02 seconds 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 degrees 39 minutes 06 seconds 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 degrees 48 minutes 31 seconds E along said East line of the West 20 chains, a distance of 80.70 feet; run thence S 80 degrees 39 minutes 06 seconds E a distance of 21.18 feet; run thence N 01 degrees 48 minutes 31 seconds 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 degrees 39 minutes 42 seconds 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 degrees 48 minutes 31 seconds E along the 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 reverse curve, said curve being concave to the Southwest, having a radius of 300.00 feet, a delta of 89 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 on 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, 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.

AND

The Northerly 15.00 feet of the Southerly 69.32 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.