

FOURTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

The undersigned, representing at least 2/3 of the lot owners and members of the Glenwood Reserve Homeowners Association, Inc., a Florida corporation, pursuant to the provisions of State Statute 720.306- Meetings of members; voting and election procedures; amendments, hereby amend the Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 5602, Page 0901, the First Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 5914, Page 4820, the Second Amendment to Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 5921, Page 0628, and the Third Amendment to Declarations of Covenants, Conditions and Restrictions recorded in Official Records Book 6184, Page 2100, all of the Public Records of Volusia County, Florida ("Covenants") as follows (substantial rewording, see Governing Documents for previous text):

ARTICLE VI . GENERAL RESTRICTIONS – USE AND OCCUPANCY is deleted in its entirety and the following is substituted in place thereof:

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 ARC.

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" 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 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 ARC 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 ARC 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 ARC 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 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 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 surface material or product which protects the pavement at the road's edge to prevent damage by construction vehicles. 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 ARC.

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 ARC.

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 ARC 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 ARC. 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 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 ARC and built to the plans and specifications of the ARC 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 ARC. Excavations may be made for swimming pools and landscaping without said 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 ARC.

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 ARC. 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 ARC may make an exception and allow 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 ARC to the extent that a lot's shape does not make such a setback practical. Side setback requirement shall be 25 feet. Rear setback requirement shall be 35 feet. Homes should be as closely centered within the width of the lot whenever practicable.

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 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.

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 12 feet in width with an apron where the driveway meets the street.

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 ARC.

Siding

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

Interpretation of Covenants

6.31 The ARC 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 on common areas.

IN WITNESS WHEREOF, the GLENWOOD RESERVE HOMEOWNERS ASSOCIATION, INC., has caused these presents to be executed in its name, by its proper officers duly authorized, this 24 day of September, 2021

Signed, sealed and delivered
in the presence of:

<Corporate Seal>

Glenwood Reserve Homeowners Association, a
Florida not-for-profit Corporation

By: [Signature]
Christina Nichols, President

ATTEST: [Signature]
Connelly Maritza, Secretary

[Signature]
Witness Amber Karner

[Signature]
Witness Glory Robinson

STATE OF FLORIDA
COUNTY OF VOLUSIA

I HEREBY CERTIFY that on this day, before me, personally appeared CHRISTINA NICHOLS, President of the Glenwood Reserve Homeowners Association, Inc., a Florida corporation, who is personally known to me or who has produced her Florida Driver's license as identification, and who acknowledged before me the execution of the foregoing instrument. FLDL # N242113808720

WITNESS my hand and Official Seal in the aforesaid State and County this 24 day of September, 2021.



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA