

EXHIBIT A
LIST OF DOCUMENTS

THE GLENS AT COUNTRY CREEK, INC.

1. Declaration of Covenants and Restrictions for The Glens at Country Creek, dated February 17, 1984 and recorded at Official Records Book 1534, Page 1634, Public Records of Seminole County, Florida on March 30, 1984.
2. Amended Declaration of Covenants and Restrictions for The Glens at Country Creek, dated May 7, 1984 and recorded at Official Records Book 1547, Page 496, Public Records of Seminole County, Florida on May 16, 1984.
3. Articles of Incorporation of The Glens at Country Creek, Inc., dated February 17, 1984, filed with the State on February 20, 1984 and recorded at Official Records Book 1534, Page 1647, Public Records of Seminole County, Florida on February 20, 1984.
4. Amended and Restated Articles of Incorporation of The Glens at Country Creek, Inc., dated May 11, 1984, filed with the State on May 15, 1984 and recorded at Official Records Book 1547, Page 510, Public Records of Seminole County, Florida on May 16, 1984.
5. Amended By-Laws of The Glens at Countr Inc., dated January 4, 1989 and recorded at Official Records Book 2045, Page 571, Public Records of Seminole County, Florida on February 27, 1989.
6. Motion where T & C is hereby authorized and directed to collect unpaid assessments on behalf of the The Glens at Country Creek and Country Creek Master Association, Inc., dated July 19, 2011 and unrecorded.

Prepared by:
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Attorney-At-Law
Fourth Floor
104 Crandon Boulevard
Key Biscayne FL 33149

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DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

THE GLENS AT COUNTRY CREEK

THIS DOCUMENT contains certain covenants and restrictions made by JOSEPH J. WEISENFELD, Trustee under an unrecorded Trust Agreement dated the 10th day of June, 1983 ("Trustee") on February 17, 1984. The Trustee is called the "Developer" in this document.

DEVELOPMENT PLAN

Country Creek is a planned unit development (P.U.D.) located in Seminole County, Florida. The land plan for the Country Creek property contemplates a variety of land uses: single family detached homes, cluster homes, townhomes, condominium units and commercial development. The land plan contemplates private streets, recreation and open spaces, sanitary sewer, drainage and water services.

To protect land values and to preserve the natural beauty of Country Creek, each subdivision and condominium being developed in Country Creek will be subjected to land use restrictions and architectural controls at the time it is developed. To enforce these restrictions and to provide the services needed by each development within Country Creek, the Developer will create an owner's association for each separate subdivision and condominium in Country Creek. To coordinate the several separate subdivision and condominium associations and to provide services benefiting the entire Country Creek Community, the Developer will create an overall Master Association. The members of the Master Association shall be representatives from each subdivision and condominium in Country Creek.

PURPOSE OF THIS DOCUMENT

The purpose of this document is to subject the property described in Exhibit "A" (the "Subdivision") to certain covenants and restrictions which are intended to benefit and obligate the owners of each Lot in the Subdivision. This document is sometimes referred to as the "Covenants".

Developer declares that the Subdivision shall be conveyed and occupied subject to all matters set forth in this document. These Covenants shall run with title to the land and shall be binding upon the Developer and upon all parties acquiring any interest in the Subdivision after the recording of these Covenants in the public records.

ARTICLE I

MUTUAL BENEFITS AND OBLIGATIONS

The Covenants contained in this document are made for the mutual benefit of each and every owner of a Lot in the Subdivision. They are intended to be nondiscriminatory. They are also intended to create enforceable rights and obligations in favor of and against each Lot and its owner.

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LAW OFFICES JOSEPH J. WEISENFELD

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RECORDED & VERIFIED
CLERK OF DISTRICT COURT
SEMINOLE COUNTY, FLA.
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ARTICLE II

DEFINITIONS

The following words when used in this document shall have the meaning given to them in this Article.

Section 2.1. Subdivision. This term shall mean all the property known as The Glens at Country Creek as described in the Plat thereof, which is recorded in Plat Book 29, Page 12, 13, and 14, of the Public Records of Seminole County, Florida.

Section 2.2. Lot. Each platted lot in the Subdivision.

Section 2.3. Parcel. Each piece of land in the Subdivision designated for construction of a single dwelling, regardless of whether a dwelling has been constructed on such piece of land. A Parcel may consist of one (1) or more Lots.

Section 2.4. Master Association. Country Creek Master Association, Inc., a Florida not for profit corporation.

Section 2.5. Subdivision Association. The Glens at Country Creek, Inc., a Florida not for profit corporation.

Section 2.6. Owner. Each person who owns record title to a Lot or Parcel.

Section 2.7. Limited Common Property. Real or personal property, or interests in real or personal property, which is intended for use and benefit of Owners in The Glens at Country Creek, their guests and invitees. Limited Common Property may be subject to easements, encumbrances and other matters of record. Developer may retain title to Limited Common Property until the Class B membership terminates as provided in the Articles of Incorporation of the Subdivision Association.

Section 2.8. Assessments. Annual or special assessments by the Subdivision Association against Parcels in the Subdivision made in accordance with the terms of these Covenants.

Section 2.9. Resident. Any person occupying a Lot or Parcel.

ARTICLE III

SUBDIVISION ASSOCIATION

Section 3.1. General Purpose. The Subdivision Association is organized for the purpose of providing common services to Owners and maintaining Limited Common Property, providing enforcement of these Covenants, and engaging in activities for the mutual benefit of the Owners. All Owners are members of the Subdivision Association. Provisions relating to the Subdivision Association are contained in the Articles of Incorporation and By-Laws of the Subdivision Association. The initial services to be provided by the Subdivision Association are maintenance of Limited Common Property, street lighting for Subdivision streets; security services, if desired, and grounds and recreational facility maintenance. The Subdivision Association shall have the right to increase or reduce the services it provides by affirmative vote of the members in accordance with the By-Laws of the Subdivision Association. In order to pay for these services, the Subdivision Association will charge Assessments against the Parcels and their Owners.

Section 3.2. Creation of Lien for Assessments. All Parcels owned by Owners other than Developer are subject to a continuing lien to secure unpaid Assessments due to the Subdivision

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Association in accordance with the provisions of these Covenants. This continuing lien will also secure late fees, interest on unpaid Assessments and the cost of collecting unpaid Assessments including reasonable attorneys' fees. The Subdivision Association shall have the right to a lien on each Parcel for unpaid Assessments commencing upon the initial conveyance of a Lot or Parcel to an Owner other than the Developer. The lien will be effective from and after recording a claim of lien in the Public Records of Seminole County, Florida, stating the Parcel description, the name of the record Owner, the amount due, and the due date. The lien will remain in effect until all sums due to the Subdivision Association have been fully paid. All Lots or Parcels shall be sold subject to the terms and provisions of the continuing lien described in this Section.

Section 3.3. Annual Assessments. Until conveyance of all Lots or Parcels by Developer, Developer shall fix the amount and the due date of the annual Assessment. Thereafter, the Board of Directors of the Subdivision Association shall fix the annual Assessment, the date such Assessments become due, the periods of collection, whether annually, semi-annually, quarterly or monthly. The annual Assessment for each Parcel shall be determined by dividing the total Assessment by the total number of Parcels in the Subdivision and shall be collected and disbursed by the Subdivision Association. The Board shall notify the Owners of each Lot or Parcel of the amount and the date on which the Assessments are payable and the place of payment. The Subdivision Association shall, without charge, on written request of any Owner or the mortgagee of any Owner, furnish a certificate signed by an officer or duly authorized agent of the Subdivision Association which sets forth the Assessments levied against an Owner and the Owner's Parcel and whether the Assessment has been paid.

Section 3.4. Special Assessments. The Subdivision Association may levy a special Assessment to pay in whole or in part for the cost of any major repair or replacement of a capital improvement owned by the Subdivision Association. A major repair is a repair made to an existing capital improvement which exceeds Three Hundred Dollars (\$300.00) and the useful life of which is greater than one (1) year. Replacement of a capital improvement means any replacement of an existing capital improvement. The Subdivision Association may levy or collect a special Assessment to acquire a new capital improvement if the cost of the improvement is less than Two Thousand Five Hundred Dollars (\$2,500.00), or if the cost exceeds Two Thousand Five Hundred Dollars (\$2,500.00) and the Assessment is approved by a vote of sixty percent (60%) of the Class A Members of the Subdivision Association.

Section 3.5. Date of Commencement of Annual Assessments. The annual Assessment for each Parcel shall begin upon the initial conveyance of a Lot or Parcel to an Owner other than Developer. The first annual Assessment for each Parcel shall be made for the balance of the fiscal year of the Subdivision Association. The first annual Assessment shall be due and payable in advance in the installments and at the place established by Developer at the time of such conveyance.

Section 3.6. Effect of Non-payment of Assessment; Remedies of the Subdivision Association. Any Assessment payment not paid within thirty (30) days after the due date shall be subject to a late fee of Ten Dollars (\$10.00) and shall bear interest from the due date at the rate of eighteen percent (18%) per annum until paid. Additionally, the Subdivision Association may accelerate payment of the entire annual Assessment, may bring an action against the Owner of the Parcel for payment of the Assessment and may enforce its lien for the Assessment by foreclosure or any other means available under the law. No owner may waive or otherwise escape liability for Assessments by non-use of Limited Common Property or by abandonment of the Lot or Parcel owned by

such Owner.

Section 3.7. Subordination of Lien to Mortgages. The lien of any Assessment authorized by these Covenants shall be subordinate to the lien of any first mortgage on the Lot or Parcel made by a generally recognized institutional lender such as a savings and loan association, bank, credit union, insurance company, or the like, so long as all Assessments levied against the Lot or Parcel which fell due on or prior to the date the mortgage is recorded have been paid. The sale or transfer of any Lot or Parcel pursuant to a mortgage foreclosure proceeding or by a deed in lieu of foreclosure shall extinguish the lien for Assessments which fell due prior to the date of such sale, transfer or foreclosure.

Section 3.8. Damage by Owners. The Owners of a Lot shall be responsible for any expense incurred by the Subdivision Association to repair or replace Limited Common Property which is necessary by reason of his carelessness, neglect or willful action or by that of his family, his guests, agents, or invitees. Any such expense shall be a part of the Assessments to which the Owner's Parcel is subject and shall be due and payable in the same manner as annual Assessments provided for in these Covenants.

ARTICLE IV

OWNERS' RIGHTS

Section 4.1. Right to Use Limited Common Property. Each Owner has the non-exclusive right to use Limited Common Property. This right shall pass with title to the Lot or Parcel owned by the Owner.

Section 4.2. Access. Each Owner and his guests, and all delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized to serve the Subdivision, holders of mortgage liens on any Lot and such other persons as the Developer or the Subdivision Association has designated or may from time to time designate, shall have the non-exclusive and perpetual right of ingress and egress over and across the roadways shown on the Subdivision Plat. The rights are subject to the right of the Developer to install and maintain utility lines and facilities in the roadways. Ingress may be denied by the Developer to any person who, in the reasonable opinion of the Developer or Subdivision Association, may create a disturbance or nuisance on any part of the Country Creek Community. The Developer shall have the right, but not the obligation, to control all types of traffic on the roadways, including the right to prohibit use of the roadways by traffic or vehicles which, in the reasonable opinion of the Developer, may result in damage to the roadways. The Developer shall have the right, but not the obligation, to control and prohibit parking on any part of the roadways. The Developer shall have the right, but not the obligation, to remove or require the removal of any thing, natural or artificial, located in the Subdivision if the same will, in the reasonable judgment and opinion of the Developer, obstruct the vision of a motorist upon any of the roadways. The Developer may relocate or close any part of the roadways without the consent or joinder of any party so long as the Subdivision is not denied reasonable access to a public dedicated street or highway by such relocation or closure.

Section 4.3. Utilities. Each Owner may use the underground utility lines, lift and pumping stations, pipes, sewer, and drainage lines constructed in the roads or other easements as shown on the Subdivision Plat, as the same may be relocated from time to time, subject to regulations and ordinances of the City of Altamonte Springs.

Section 4.4. Easements Across Adjacent Residential Parcels. As the nature of cluster and "0" Lot line housing necessitates the entry onto adjacent Lots or Parcels for the purpose of maintaining residences, each Owner, by acceptance of his deed, grants to an adjacent Owner or its agents or employees the right of ingress and egress over his Lot or Parcel where necessary or desirable to permit the maintenance and repair of such adjacent residence or other improvements, but for no other purpose.

ARTICLE V

RIGHTS OF THE SUBDIVISION ASSOCIATION

Section 5.1. Enforcement Rights. The Subdivision Association, its agents or employees shall have the right, but not the obligation, to enter upon any Lot or Parcel to cure any violation of these Covenants, including without limitation the right to remove any structure which is in violation of these Covenants. Any such removal or curing shall be at the expense of the Owner of the Lot or Parcel on which the violation has occurred or exists, which expense shall be payable by such Owner to the Subdivision Association on demand. Entry to remove and cure any violation of these Covenants shall not be a trespass and the Subdivision Association shall not be liable for any damages on account of the entry.

The rights of the Subdivision Association described in this Article shall not be construed as a limitation on the rights of the Developer or any Owner to prosecute proceedings at law or in equity for the recovery of damages against persons violating or attempting to violate these Covenants or for the purpose of preventing or enjoining any violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies provided at law or in equity. The failure of the Subdivision Association to enforce these Covenants, however long continuing, shall not be a waiver of the right to enforce these Covenants at a later time.

Section 5.2. Lien Rights. Any amounts owed by Owner to the Subdivision Association as a result of the Subdivision Association's abating or curing violations of these Covenants shall be due and payable within ten (10) days from the date of receipt of a statement for such amounts from the Subdivision Association. If any of said sums are not paid when due, they shall be added to and become part of the annual Assessment to which the Lot or Parcel is subject.

Section 5.3. Limited Common Property Rights. The Subdivision Association shall have the right:

5.3.1. to adopt reasonable rules and regulations pertaining to the use of the Limited Common Property, the preservation of such property, and the safety and convenience of the other users of the Limited Common Property;

5.3.2. to charge nondiscriminatory and reasonable fees for the use of any recreational facility;

5.3.3. to suspend the right to use any recreational facility by an Owner for any period during which an Assessment against his Lot or Parcel remains unpaid and for a period not to exceed sixty (60) days for the violation of any of its published rules and regulations;

5.3.4. to convey or encumber any Limited Common Property if authorized by two-thirds (2/3) of the Owners;

5.3.5. to grant easements and rights-of-way over the Limited Common Property as it deems necessary or appropriate for the proper servicing and maintenance of the Limited Common Property and for the development and improvement of any portion of the Country Creek Community; and

5.3.6. to dedicate to the public any street or other improvement forming part of the Limited Common Property.

ARTICLE VI

RIGHTS BY DEVELOPER

Section 6.1. Eminent Domain. If all or part of any easement granted by Developer is taken by eminent domain, no claim shall be made by the Subdivision Association or any Owner other than Developer for any portion of any award, provided Developer shall grant a similar easement, if necessary, to provide Owners with access to their Parcels and with utility service.

Section 6.2. Easements for Utilities and Cable Television. Developer reserves a perpetual easement on, over and under the easements and Limited Common Property shown on the Subdivision Plat for construction and maintenance of electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers, irrigation lines and other conveniences or utilities. Developer reserves an exclusive easement over each Lot or Parcel for the installation and maintenance of radio and television cables within the Subdivision. The Owners of Lots or Parcels subject to the easements reserved in this Section shall acquire no right or interest in utility or cable television equipment placed on, over or under the portions of the Subdivision which are subject to said easements. All easements reserved by Developer are and shall remain private easements and the sole and exclusive property of the Developer.

Section 6.3. Drainage. Drainage flow shall not be obstructed or diverted from drainage easements. Developer may, but shall not be required to, cut drainways for surface water wherever and whenever necessary to maintain reasonable standards of health, safety and appearance. Except as provided in this Section, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

Section 6.4. Maintenance Easement. Developer reserves an easement in, on, over and upon each Lot for the purpose of preserving, maintaining or improving the Limited Common Property.

Section 6.5. Developer Rights re: Temporary Structures, Etc. Developer reserves the right to erect and maintain temporary dwelling, model houses and/or other structures upon Lots owned by Developer and to erect and maintain such commercial and display signs as Developer, in its sole discretion, deems advisable. Developer reserves the right to do all acts necessary in connection with the construction of improvements on the Lots. Nothing contained in these Covenants shall be construed to restrict the foregoing rights of Developer.

Section 6.6. Further Restrictions. Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any Lot or Parcel in the Subdivision owned by Developer and on the Limited Common Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with use of the Subdivision Limited Common Property.

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Section 6.7. Reservation. If a structure is erected, or the construction of a structure is substantially advanced, in a manner that violates the restrictions contained in these Covenants or in a manner that encroaches on any Lot line, Limited Common Property, or easement area, Developer shall have the right to release the Lot or Parcel from the restriction it violates. Developer shall also have the right to grant an easement to permit encroachment by the structure over the Lot line, or on the Limited Common Property or the easement area, so long as Developer, in the exercise of its sole discretion, determines that the release or easement will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots or Parcels and appearance of the Subdivision.

ARTICLE VII

MASTER ASSOCIATION

The Country Creek Community will be operated by a Master Association which is composed of one (1) or more representatives from each Subdivision and condominium in Country Creek. The Master Association for the Country Creek Community has certain powers, rights and duties with respect to the Subdivision and Country Creek which are set forth in its Articles of Incorporation and By-Laws and in recorded Country Creek Community Covenants. Generally, the Master Association has certain maintenance, operation and management responsibilities with respect to roadways, bridges, drainage facilities, rights-of-way, medians, entranceways, traffic control systems, lakes and other common areas to be used in common with all residents of Country Creek, the payment of real estate ad valorem taxes assessed against such common areas and for other services, all of which are more particularly described in the Country Creek Community Covenants. If the Subdivision Association or any Owner refuses or fails to perform the obligations imposed on it under these Covenants and the Articles and By-Laws of the Subdivision Association, the Master Association is authorized to perform the obligation that the Subdivision Association or Owner has failed or refused to perform. Any expenses incurred by the Master Association shall be reimbursed by the Subdivision Association or the Owner, as the case may be. Developer anticipates that each Lot in the Country Creek Community will be subjected to the Country Creek Community Covenants.

ARTICLE VIII

ARCHITECTURAL CONTROLS

Section 8.1. Plans. All plans for construction of improvements on Lots or Parcels, including the proposed location thereof, construction materials, and outward appearance including color and texture of exterior materials, whether initial construction or changes or additions to an existing improvement and landscaping, shall require the approval in writing by the Architectural Review Committee ("ARC") before any work is commenced. The ARC shall consist of three (3) persons appointed by the Board of Directors of the Subdivision Association who shall serve at the pleasure of the Board of Directors. Any change in the outward appearance of any improvement, including but not limited to repainting the same in a different color, adding decorative sculptures, wrought iron grills, or the like, shall also require approval in writing by the ARC before any work is commenced.

Section 3.2. Duties of ARC. The ARC shall approve or disapprove the plans for an improvement within ten (10) days after the same is submitted to it in proper form. If the plans are not approved within such period, they shall be deemed to have been disapproved. The plans submitted to the ARC for approval

shall include all plans necessary for construction and shall meet the following standards:

8.2.1. Be not less than 1/8"-1' scale.

8.2.2. Show the elevation of the ground on all sides of the proposed structure as it will exist after grading.

8.2.3. Show the outlines of all foundations, setbacks, trees over four inches (4") in diameter measured two feet (2') above ground and the species thereof, drives, fences, outbuildings and garages, existing and proposed.

8.2.4. Include a list of proposed materials and samples of exterior materials and finishes which cannot be described to the ARC's satisfaction.

8.2.5. Show the size and type of all plant stock in the landscaping plan.

The Developer and the ARC shall not be responsible for defects in plans or specifications or for defects in the improvements. The ARC's review of plans is limited solely to appearance of the improvements and does not include compliance with applicable building codes.

Section 8.3. Design Criteria. It is the Developer's intent to create and maintain a subdivision in harmony with its surroundings and the natural elements of the land. In accordance with this intent, the following materials will generally be acceptable, subject to approval by the ARC in each specific application: (a) textured stucco, (b) wood siding, (c) stone, brick or simulated brick, (d) wood shakes, (e) asphalt or tile roofing in natural or traditional, subdued tones, and (f) paint or stains in earth tones or subdued colors.

Section 8.4. Structure Criteria.

8.4.1. Air conditioners shall be screened and insulated to minimize noise.

8.4.2. All outside radio and television antennas shall be installed in such a way as not to be visible from the street. If a master antenna or cable television is available to the Subdivision, radio and television antennas will not be permitted on any Parcel; provided ARC may permit short wave and other special antennas on the Parcel.

8.4.3. All plumbing and heating vents and roof ventilators protruding from roofs shall be painted the same color as the roof.

8.4.4. Swimming pools shall be permitted if Parcel size permits the same. However, the siting of the pool on the Parcel must be approved by the ARC prior to construction.

8.4.5. There shall be no silver finish metal doors (including glass sliding doors) or window of any kind on the front or sides of any home; however, a factory painted anodized finish may be used. The color of such finish may be white, black, ivory, brown or other natural earth tones.

8.4.6. No fences without ARC approval shall be constructed on any Parcel. All fences, including fences for backyards and swimming pools, and shrub lines must be approved by the ARC prior to construction. The ARC may require that the composition and color of any fence be consistent with fences around surrounding homes.

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Section 8.5. Miscellaneous Restrictions.

8.5.1. All Parcels in the Subdivision are residential parcels and shall be used exclusively for single family residential purposes. No structure, except as otherwise provided, shall be erected, altered, placed or permitted to remain on any Parcel other than one (1) detached single family residence dwelling not to exceed two (2) stories and a private garage for not more than three (3) cars. Detached auxiliary buildings, including dog houses or storage buildings, are not permitted without prior approval of the ARC.

8.5.2. All Parcels, and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained substantially as shown on the approved plans. In order to implement effective control of this item, Developer reserves the right for itself, its agents and the Subdivision Association, after ten (10) days written notice to any Owner, to enter upon any Lot or Parcel for the purpose of mowing, pruning, removing, clearing or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of Developer or the Subdivision Association detracts from the overall beauty and safety of the Subdivision. Such entrance upon such property for such purposes shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday and shall not be a trespass. Developer and Subdivision Association may charge the Owner a reasonable cost of such services, which charge shall constitute a lien upon such Lot enforceable by appropriate proceedings at law or equity. The provisions of this Section shall not be construed as an obligation on the part of Developer or Subdivision Association to mow, clear, cut or prune any Lot nor to provide garbage or trash removal services. Trash, garbage or other waste shall not be kept on any Parcel except in sanitary containers or garbage compact units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened so as not to be visible from any road or adjacent property within sight distance of the Parcel at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted.

8.5.3. No animals, except household pets, shall be kept on any Parcel. The number of animals kept as pets (i.e., dogs, cats) shall not exceed three (3) in any one household. Residents shall not breed such animals as a hobby or for profit, and are encouraged to have such animals neutered. No animal shall be permitted off the Parcel unless on a leash.

8.5.4. All garages must have doors that are maintained in a useful condition and are kept closed. No garage shall be permanently enclosed or converted to other usage without ARC approval.

8.5.5. No commercial activity shall be conducted on any Parcel with exception of the Developer's real estate sales office.

8.5.6. No oil or natural gas drilling operations of any kind shall be permitted upon any Parcel and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Parcel; nor shall oil wells or mineral excavations be permitted on any Parcel.

8.5.7. All signs, billboards and advertising structures of any kind are prohibited, except building and subcontractor signs during construction periods, and one (1) professional sign to advertise the property for sale during any sales period. No signs may be nailed or attached to trees. Signs shall not exceed 2' x 2'.

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8.5.8. Each Owner of a Parcel shall obtain and maintain in force a policy of fire and other casualty insurance with coverage adequate to cover the full cost of any repair or reconstruction of the improvements on that Parcel. In the event of damage or destruction by fire or other casualty to the improvements on any Parcel, the Owner shall, upon receipt of the insurance proceeds, repair or rebuild such damaged or destroyed improvement in a good workmanlike manner and in strict compliance with the original plans and specifications and building layout of said improvement as constructed by Developer, within a reasonable time not to exceed one (1) year, and in accordance with the provisions of these Covenants. All debris must be removed and the Parcel restored to a slightly condition within sixty (60) days of such damage or destruction.

8.5.9. No boat, boat trailer, house trailer, camper, recreational vehicle or similar vehicle shall be parked or stored on any road, street, driveway, yard or Parcel located in the Subdivision for any period of time in excess of twenty-four (24) hours except in garages.

8.5.10. No tree six inches (6") or more in diameter measured at a point four feet (4') above the average height of the ground at the base, nor any species of oak of any size, may be removed without the specific prior approval of the ARC. Violation of this covenant shall subject the Owner of the Parcel to liquidated damages in the sum of Twenty Dollars (\$20.00) per inch of diameter measured as hereinbefore specified for each tree removed without the specified authorization, except the maximum liquidated damages shall not exceed Two Thousand Five Hundred Dollars (\$2,500.00) for any Parcel. Damages shall be payable to the Subdivision Association and enforceable in accordance with Section 3.6. of these Covenants.

8.5.11. No landscaping plan shall be changed or altered from the original plan without the consent of the ARC. Any landscaping plan changes or alterations submitted to ARC shall provide for and include the following items:

- a. A landscape scheme;
- b. A list of all plant stock included in the scheme;
- c. The size of such stock at the time of planting.

The entire Parcel, including that portion of the Parcel between the street pavement and the right-of-way line, shall be landscaped and maintained. No gravel, rocks, artificial turf, or other similar materials shall be permitted as a substitute for a grass lawn. It shall be the goal of the ARC in the approval of any landscape plan and layout plan to preserve all existing trees where possible.

8.5.12. No improvements shall be constructed in, nor any vegetation removed from, the Landscape Easement areas shown on the plat without prior written approval of the ARC.

ARTICLE IX

UTILITY PROVISIONS

Section 9.1. Water System. The central water supply system provided by the City of Altamonte Springs for the service of the Subdivision shall be used as the sole source of water. Each Owner shall pay water meter charges established by the City and shall maintain and repair all portions of such water lines located within the boundaries of his Parcel. No individual water supply system or well shall be permitted on any Parcel without approval of the Subdivision Association.

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Section 9.2. Sewage System. The central sewage system provided by the City of Altamonte Springs for the service of the Subdivision shall be used as the sole sewage system for each Parcel. Each Owner shall maintain and repair all portions of such sewer lines located within the boundaries of his Parcel and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service made by the operator thereof. No septic tank or drain field shall be placed or allowed within the Subdivision.

Section 9.3. Garbage Collection. Garbage, trash and rubbish shall be removed from the Parcels only by parties approved by Developer or the City of Altamonte Springs. Each Owner shall pay when due the periodic charges or rates for such garbage collection service made by the party providing same.

Section 9.4. Electrical and Telephone Service. All telephone, electric and other utilities lines and connections between the main or primary utilities lines and the residence and the other buildings located on each Parcel shall be concealed and located underground so as not to be visible and in such a manner as shall be acceptable by the City of Altamonte Springs.

Section 9.5. Cable Television System. Developer reserves the exclusive right to provide or contract for cable television service to the Subdivision. No other cable television system will be permitted in the Subdivision unless Developer agrees in writing to permit such service. Nothing contained in this Section shall be construed to obligate Developer to provide cable television service to the Subdivision. No service will be provided to an Owner unless the Owner or the Subdivision Association pays the charges assessed in connection with any cable television service provided.

ARTICLE X

GENERAL PROVISIONS

Section 10.1. Duration and Amendment. These Covenants shall run with and bind the land submitted or subjected hereto and shall be and remain in effect for a period of twenty (20) years, after which time they will be automatically extended for periods of ten (10) years, and shall inure to the benefit of and be enforceable by the Developer, the Subdivision Association, the Owners and their respective legal representatives, heirs, successors and assigns, unless modified or terminated by a duly recorded written instrument executed in conformance with requirements as described below. These Covenants may be modified or terminated only by a duly recorded written instrument executed by the Developer until the Developer no longer owns any Lots, and thereafter by affirmative vote of two-thirds (2/3) of the Owners; provided, however, no such amendment shall affect the right or lien of any institutional mortgagee without such mortgagee's express consent. The Developer specifically reserves the absolute and unconditional right, so long as it owns any Lots, to amend this Declaration to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages, or to clarify the provisions herein, without the consent or joinder of any party. Notwithstanding anything contained herein to the contrary, the provisions hereof affecting the rights or duties of the Developer shall not be amended or terminated at any time without the consent in writing of the Developer.

Section 10.2. Notices. Any notice required to be sent to any person pursuant to any provision of these Covenants will be effective if such notice has been deposited in the United States Mail, postage prepaid, addressed to the person for whom it is

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intended at his last known place of residence, or to such other address as may be furnished to the Secretary of the Subdivision Association. The effective date of the notice shall be the date of mailing. Each Member shall notify the Subdivision Association when such Member sells or leases his Parcel and shall furnish the Subdivision Association with any additional information as the Subdivision Association deems necessary or desirable.

Section 10.3. Severability. Whenever possible, each provision of these Covenants shall be interpreted in a manner that is effective, and valid. If any provision of these Covenants is prohibited or held invalid, the prohibition of invalidity shall not affect any other provision which can be given effect. To this end the provisions of these Covenants are declared to be severable.

Section 10.4. Assignment by Developer. Developer shall have the sole and exclusive right to transfer to such person, firms or corporation as it shall select, any or all of the easements and rights whatsoever given to or reserved by Developer in these Covenants. All easements and rights shall be for the benefit of Developer, its successors and assigns.

Section 10.5. Disputes and Construction of Terms. In the event of any dispute arising under these Covenants, or in the event of any provision of these Covenants requiring construction, the issue shall be submitted to the Board of Directors of the Master Association. The Board of Directors shall give all persons having an interest in the issue an opportunity to be heard after reasonable notice. The Board shall, when appropriate, render its decision in writing, mailing copies thereof to all parties who have noted their interest.

IN WITNESS WHEREOF, Developer has caused these Covenants to be properly executed this 17th day of February, 1984, and recorded in the Public Records of Seminole County, Florida.

Signed, sealed and delivered
in the presence of:

Kathy B. Gregg

JOSEPH N. WEISENFELD, Trustee
(SEAL)
under an unrecorded Trust
Agreement dated the 10th day of
June, 1983

STATE OF FLORIDA)

)SS.
COUNTY OF DADE)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared JOSEPH N. WEISENFELD, Trustee under an unrecorded Trust Agreement dated the 10th day of June, 1983, to me known to be the person who executed the foregoing instrument and he acknowledged to me that he executed the same as the act and deed of said Trustee.

WITNESS my hand and official seal in the County and State aforesaid this 17th day of February, 1984.

Kathy B. Gregg
Notary Public
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
My Commission Expires OCT 9 1985
BONDED BY THE GENERAL INSURANCE CO.

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LAW OFFICES JOSEPH J. WEISENFELD

104 CRANDON BOULEVARD, FOURTH FLOOR, P.O. BOX 580, KEY BISCAYNE, FLA. 33149 • TELEPHONE (305) 361-8000

EXHIBIT "A"

All of THE GLENS AT COUNTRY CREEK, according to the Plat thereof, as recorded in Plat Book 29 at Pages 12, 13 and 14, of the Public Records of Seminole County, Florida.

This is not a certified copy

JJW/ram
05/11/84

57.00

Prepared by:
JOSEPH J. WEISENFELD, Esquire
Fourth Floor
104 Crandon Boulevard
Key Biscayne, Florida 33149

AMENDED

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
THE GLENS AT COUNTRY CREEK

THIS DOCUMENT contains certain amended covenants and restrictions made by JOSEPH J. WEISENFELD, Trustee under an unrecorded Trust Agreement dated the 10th day of June, 1983 ("Trustee") on May 11, 1984. The Trustee is called the "Developer" in this document.

The Declaration of Covenants and Restrictions for The Glens at Country Creek dated February 17, 1984, were recorded on March 30, 1984, in Official Records Book 1534 at Pages 1634 through 1646, of the Public Records of Seminole County, Florida. This document shall be deemed to replace and supercede said Declaration of Covenants and Restrictions, and in all respects this document shall control. However, this document shall not affect the Articles of Incorporation and By-Laws of the Subdivision Association as the same were also recorded on March 30, 1984, in the Public Records of Seminole County, Florida, except to the extent that the same have been modified by Amended Articles of Incorporation of the Subdivision Association, a certified copy of which is being simultaneously recorded herewith.

DEVELOPMENT PLAN

Country Creek is a planned unit development (P.U.D.) located in Seminole County, Florida. The land plan for the Country Creek property contemplates a variety of land uses: single family detached homes, cluster homes, townhomes, condominium units and commercial development. The land plan contemplates private streets, recreation and open spaces, sanitary sewer, drainage and water services.

To protect land values and to preserve the natural beauty of Country Creek, each subdivision and condominium being developed in Country Creek will be subjected to land use restrictions and architectural controls at the time it is developed. To enforce these restrictions and to provide the services needed by each development within Country Creek, the Developer will create an owner's association for each separate subdivision and condominium in Country Creek. To coordinate the several separate subdivision and condominium associations and to provide services benefiting the entire Country Creek Community, the Developer will create an overall Master Association. The members of the Master Association shall be representatives from each subdivision and condominium in Country Creek.

PURPOSE OF THIS DOCUMENT

The purpose of this document is to subject the property described in Exhibit "A" (the "Subdivision") to certain covenants and restrictions which are intended to benefit and obligate the Owners of each Lot in the Subdivision. This document is sometimes referred to as these "Covenants".

LAW OFFICES JOSEPH J. WEISENFELD

104 CRANDON BOULEVARD, FOURTH FLOOR, P.O. BOX 360, KEY BISCAYNE, FLA. 33149 • TELEPHONE (305) 361-8000

SEMINOLE CO.

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Developer declares that the Subdivision shall be conveyed and occupied subject to all matters set forth in this document. These Covenants shall run with title to the land and shall be binding upon the Developer and upon all parties acquiring any interest in the Subdivision after the recording of these Covenants in the Public Records.

ARTICLE I

MUTUAL BENEFITS AND OBLIGATIONS

The Covenants contained in this document are made for the mutual benefit of each and every Owner of a Lot or Parcel in the Subdivision. They are intended to be nondiscriminatory. They are also intended to create enforceable rights and obligations in favor of and against each Lot or Parcel and its Owner.

ARTICLE II

DEFINITIONS

The following words when used in this document shall have the meaning given to them in this Article.

Section 2.1. Subdivision. This term shall mean all the property known as The Glens at Country Creek as described in the Plat thereof, which is recorded in Plat Book 29, at Pages 12, 13, and 14, of the Public Records of Seminole County, Florida.

Section 2.2. Lot. Each platted lot in the Subdivision.

Section 2.3. Parcel. Each piece of land in the Subdivision, consisting of one or more Lots, designated by the Developer for construction of a single dwelling, regardless of whether a dwelling has been constructed on such piece of land.

Section 2.4. Master Association. Country Creek Master Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

Section 2.5. Subdivision Association. The Glens at Country Creek, Inc., a Florida not-for-profit corporation, its successors and assigns.

Section 2.6. Owner. Each person who owns record title to a Lot or Parcel.

Section 2.7. Limited Common Property. Real or personal property, or interests in real or personal property, which is intended for use and benefit of Owners in The Glens at Country Creek, their guests and invitees. By way of example, but not by way of limitation, same shall include streets, tracts, creeks and other retention areas, and medians. Limited Common Property may be subject to easements, encumbrances and other matters of record. Developer may retain title to Limited Common Property until the Class B membership terminates as provided in the Articles of Incorporation of the Subdivision Association.

Section 2.8. Assessments. Annual or special assessments by the Subdivision Association against Lots in the Subdivision made in accordance with the terms of these Covenants.

Section 2.9. Resident. Any person occupying a Lot or Parcel.

ARTICLE III

SUBDIVISION ASSOCIATION

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Section 3.1. General Purpose. The Subdivision Association is organized for the purpose of providing common services to Owners and maintaining Limited Common Property, providing enforcement of these Covenants, and engaging in activities for the mutual benefit of the Owners. All Owners are members of the Subdivision Association. Provisions relating to the Subdivision Association are contained in the Articles of Incorporation and By-Laws of the Subdivision Association. The initial services to be provided by the Subdivision Association are: maintenance of Limited Common Property, including the private streets in the Subdivision; street lighting for Subdivision streets; security services, if desired; and grounds and recreational facility maintenance. The Subdivision Association shall have the right to increase or reduce the services it provides by affirmative vote of the members in accordance with the By-Laws of the Subdivision Association. In order to pay for these services, the Subdivision Association will charge Assessments against the Parcels and their Owners.

Section 3.2. Creation of Lien for Assessments. All Parcels owned by Owners other than Developer are subject to a continuing lien to secure unpaid Assessments due to the Subdivision Association in accordance with the provisions of these Covenants. This continuing lien will also secure late fees, interest on unpaid Assessments, and the cost of collecting unpaid Assessments, including reasonable attorneys' fees. The Subdivision Association shall have the right to a lien on each Parcel for unpaid Assessments commencing upon the initial conveyance of a Parcel to an Owner other than the Developer. The lien will be effective from and after recording a claim of lien in the Public Records of Seminole County, Florida, stating the Parcel description, the name of the record Owner, the amount due, and the due date. The lien will remain in effect until all sums due to the Subdivision Association have been fully paid. All Lots or Parcels shall be sold subject to the terms and provisions of the continuing lien described in this Section.

Section 3.3. Annual Assessments. Until conveyance of all Lots by Developer, Developer shall fix the amount and the due date of the annual Assessment. Thereafter, the Board of Directors of the Subdivision Association shall fix the annual Assessment, the date such Assessments become due, and the periods of collection, whether annually, semi-annually, quarterly or monthly. The annual Assessment for each Parcel shall be determined by dividing the total Assessment by the total number of Parcels in the Subdivision and shall be collected and disbursed by the Subdivision Association. The Board shall notify the Owners of each Parcel of the amount and the date on which the Assessments are payable and the place of payment. The Subdivision Association shall, without charge, on written request of any Owner or the mortgagee of any Owner, furnish a certificate signed by an officer or duly authorized agent of the Subdivision Association which sets forth the Assessments levied against an Owner and the Owner's Parcel and whether the Assessment has been paid.

Section 3.4. Special Assessments. The Subdivision Association may levy a special Assessment to pay in whole or in part for the cost of any major repair or replacement of a capital improvement owned by the Subdivision Association. A major repair is a repair made to an existing capital improvement which exceeds Three Hundred Dollars (\$300.00) and the useful life of which is greater than one (1) year. Replacement of a capital improvement means any replacement of an existing capital improvement. The Subdivision Association may levy or collect a special Assessment to acquire a new capital improvement if the cost of the

improvement is less than Two Thousand Five Hundred Dollars (\$2,500.00), or if the cost exceeds Two Thousand Five Hundred Dollars (\$2,500.00) and the Assessment is approved by a vote of sixty percent (60%) of the Class A Members of the Subdivision Association.

Section 3.5. Date of Commencement of Annual Assessments. The annual Assessment for each Parcel shall begin upon the initial conveyance of a Parcel to an Owner other than Developer. The first annual Assessment for each Parcel shall be made for the balance of the fiscal year of the Subdivision Association. The first annual Assessment shall be due and payable in advance in the installments and at the place established by Developer at the time of such conveyance.

Section 3.6. Effect of Non-payment of Assessment; Remedies of the Subdivision Association. Any Assessment payment not paid within thirty (30) days after the due date shall be subject to a late fee of Ten Dollars (\$10.00) and shall bear interest from the due date at the rate of eighteen percent (18%) per annum until paid. Additionally, the Subdivision Association may accelerate payment of the entire annual Assessment, may bring an action against the Owner of the Parcel for payment of the Assessment and may enforce its lien for the Assessment by foreclosure or any other means available under the law. No Owner may waive or otherwise escape liability for Assessments by non-use of Limited Common Property or by abandonment of any Lot or Parcel owned by such Owner.

Section 3.7. Subordination of Lien to Mortgages. The lien of any Assessment authorized by these Covenants shall be subordinate to the lien of any first mortgage on any Lot or Parcel made by a generally recognized institutional lender, such as a savings and loan association, bank, credit union, insurance company, or the like, so long as all Assessments levied against any Lot or Parcel which fell due on or prior to the date the mortgage is recorded have been paid. The sale or transfer of any Lot or Parcel pursuant to a mortgage foreclosure proceeding or by a deed in lieu of foreclosure shall extinguish the lien for Assessments which fell due prior to the date of such sale, transfer or foreclosure.

Section 3.8. Damage by Owners. The Owners of a Parcel shall be responsible for any expenses incurred by the Subdivision Association to repair or replace Limited Common Property which is necessary by reason of his carelessness, neglect or willful action or by that of his family, his guests, agents, or invitees. Any such expense shall be a part of the Assessments to which the Owner's Parcel is subject and shall be due and payable in the same manner as annual Assessments provided for in these Covenants.

ARTICLE IV

OWNER'S RIGHTS

Section 4.1. Right to Use Limited Common Property. Each Owner has the non-exclusive right in common with others to use Limited Common Property. This right shall pass with title to the Lot or Parcel owned by the Owner.

Section 4.2. Access. Each Owner and his guests, and all delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized to serve the Subdivision, holders of mortgage liens on any Lot and such other persons as the Developer or the Subdivision Association has designated or may from time to time designate, shall have the non-exclusive and perpetual right of ingress and egress over and across the roadways shown on the Subdivision Plat. These rights are subject

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to the right of the Developer to install and maintain utility lines and facilities in the roadways. Ingress may be denied by the Developer to any person who, in the reasonable opinion of the Developer or Subdivision Association, may create a disturbance or nuisance on any part of the Country Creek Community. The Developer shall have the right, but not the obligation, to control and prohibit parking on any part of the roadways. The Developer shall have the right, but not the obligation, to remove or require the removal of any thing, natural or artificial, located in the Subdivision, if the same will, in the reasonable judgment and opinion of the Developer, obstruct the vision of a motorist upon any of the roadways. The Developer may relocate or close any part of the roadways without the consent or joinder of any party so long as the Subdivision is not denied reasonable access to a public dedicated street or highway by such relocation or closure.

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Section 4.3. Utilities. Each Owner may use the underground utility lines, lift and pumping stations, pipes, sewer, and drainage lines constructed in the roads or other easements as shown on the Subdivision Plat, as the same may be relocated from time to time, subject to regulations and ordinances of the City of Altamonte Springs.

Section 4.4. Easements Across Adjacent Residential Parcels. As the nature of cluster and "O" Lot line housing necessitates the entry onto adjacent Lots or Parcels for the purpose of maintaining residences, each Owner, by acceptance of his deed, grants to an adjacent Lot or Parcel Owner, or its agent or employees, the right of ingress and egress over his Lot or Parcel where necessary or desirable to permit the maintenance and repair of such adjacent residence or other improvements but for no other purpose.

Section 4.5. Sidewalks. Each Owner has the non-exclusive right to use in common with others all sidewalks located in the Subdivision, whether same are situated on Limited Common Property or on a portion of a Lot. As to a sidewalk situated on a portion of a Lot, this non-exclusive right shall exist to all Owners whether the sidewalk was installed prior to or after conveyance of said Lot to the Owner thereof.

Section 4.6. Pedestrian Easements. The Developer contemplates that there will be sidewalks located in the Subdivision in a pattern to allow internal circulation of pedestrian movement. Wherever same are located in the Subdivision, each Owner of a Lot or Parcel adjacent thereto, by acceptance of his deed, grants to all parties using said sidewalks the right of ingress and egress over his Lot or Parcel where necessary to obtain access to said internal circulation pattern.

ARTICLE V

RIGHTS OF THE SUBDIVISION ASSOCIATION

Section 5.1. Enforcement Rights. The Subdivision Association, its agents or employees, shall have the right, but not the obligation, to enter upon any Lot or Parcel to cure any violation of these Covenants. Any such removal or curing shall be at the expense of the Owner of the Lot or Parcel on which the violation has occurred or exists, which expense shall be payable by such Owner to the Subdivision Association on demand. Entry to remove and cure any violation of these Covenants shall not be a trespass and the Subdivision Association shall not be liable for any damages on account of the entry.

The rights of the Subdivision Association described in this Article shall not be construed as a limitation

on the rights of the Developer or any Owner to prosecute proceedings at law or in equity for the recovery of damages against persons violating or attempting to violate these Covenants or for the purpose of preventing or enjoining any violations or attempted violations. The remedies contained in this Section shall be construed as cumulative of all other remedies provided at law or in equity. The failure of the Subdivision Association to enforce these Covenants, however long continuing, shall not be a waiver of the right to enforce these Covenants at a later time.

Section 5.2. Lien Rights. Any amounts owed by an Owner to the Subdivision Association as a result of the Subdivision Association's abating or curing violations of these Covenants shall be due and payable within ten (10) days from the date of receipt of a statement for such amounts from the Subdivision Association. If any of said sums are not paid when due, they shall be added to and become part of the annual Assessment to which the Lot or Parcel is subject.

Section 5.3. Limited Common Property Rights. The Subdivision Association shall have the right:

5.3.1. to adopt reasonable rules and regulations pertaining to the use of the Limited Common Property, the preservation of such property, and the safety and convenience of the other users of the Limited Common Property;

5.3.2. to charge nondiscriminatory and reasonable fees for the use of any recreational facility;

5.3.3. to suspend the right to use any recreational facility by an Owner for any period during which an Assessment against his Lot or Parcel remains unpaid and for a period not to exceed sixty (60) days for the violation of any of its published rules and regulations;

5.3.4. to convey or encumber any Limited Common Property if authorized by two-thirds (2/3) of the Owners;

5.3.5. to grant easements and rights-of-way over the Limited Common Property as it deems necessary or appropriate for the proper servicing and maintenance of the Limited Common Property and for the development and improvement of any portion of the Country Creek Community; and

5.3.6. to dedicate to the public any street or other improvement forming part of the Limited Common Property, provided the Subdivision Association shall obtain written approval of the Master Association prior to any such dedication.

ARTICLE VI

RIGHTS OF DEVELOPER

Section 6.1. Eminent Domain. If all or part of any easement granted by Developer is taken by eminent domain, no claim shall be made by the Subdivision Association or any Owner other than Developer for any portion of any award, provided Developer shall grant a similar easement, if necessary, to provide Owners with access to their Parcels and with utility service.

Section 6.2. Easements for Utilities and Cable Television. Developer reserves a perpetual easement on, over and under the easements and Limited Common Property shown on the Subdivision Plat for construction and maintenance of electric and telephone poles, wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers, irrigation lines and other

conveniences or utilities. Developer reserves an exclusive easement over each Lot and Parcel for the installation and maintenance of radio and television cables within the Subdivision. The Owners of Lots and Parcels subject to the easements reserved in this Section shall acquire no right or interest in utility or cable television equipment placed on, over or under the portions of the Subdivision which are subject to said easements. All easements reserved by Developer are and shall remain private easements and the sole and exclusive property of the Developer.

Section 6.3. Drainage. Drainage flow shall not be obstructed or diverted from drainage easements, or any other location of same. Developer may, but shall not be required to, cut drainways for surface water wherever and whenever necessary to maintain reasonable standards of health, safety and appearance. Except as provided in this Section, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or Parcel or into sanitary sewer lines.

Section 6.4. Maintenance Easement. Developer reserves an easement in, on, over and upon each Lot for the purpose of preserving, maintaining or improving the Limited Common Property. Additionally, the Developer reserves an easement over, upon and across all Lots that abut or are adjacent to a creek or other retention area for the purpose of preserving, maintaining or improving same.

Section 6.5. Developer Rights re: Temporary Structures, Etc. Developer reserves the right to erect and maintain temporary dwellings, model houses and/or other structures upon Lots owned by Developer and to erect and maintain such commercial and display signs as Developer, in its sole discretion, deems advisable. Developer reserves the right to do all acts necessary in connection with the construction of improvements on the Lots. Nothing contained elsewhere in these Covenants shall be construed to restrict the foregoing rights of Developer.

Section 6.6. Further Restrictions. Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way on any Lot or Parcel in the Subdivision owned by Developer and on the Limited Common Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with use of the Subdivision Limited Common Property.

Section 6.7. Reservation. If a structure is erected, or the construction of a structure is substantially advanced, in a manner that violates the restrictions contained in these Covenants or in a manner that encroaches on any Parcel boundary line, Limited Common Property, or easement area, Developer shall have the right to release the Lot or Parcel from the restriction it violates. Developer shall also have the right to grant an easement to permit encroachment by the structure over the Lot or Parcel line, or on the Limited Common Property or the easement area, so long as Developer, in the exercise of its sole discretion, determines that the release of easement will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots or Parcels and appearance of the Subdivision.

Section 6.8. Installation of Sidewalks. Should Developer decide to install sidewalks anywhere in the Subdivision, or should same be required at any time by any governmental authority having jurisdiction thereover, Developer reserves the right to install same with the costs thereof to be borne by the Subdivision Association.

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ARTICLE VII

MASTER ASSOCIATION

The Country Creek Community will be operated by a Master Association which is composed of one (1) or more representatives from each Subdivision and Condominium in Country Creek. The Master Association for the Country Creek Community has certain powers, rights and duties with respect to the Subdivision and Country Creek which are set forth in its Articles of Incorporation and By-Laws and in recorded Country Creek Community Covenants, as the same may be amended from time to time. Generally, the Master Association has certain maintenance, operation and management responsibilities with respect to roadways, bridges, drainage facilities, rights-of-way, medians, entranceways, traffic control systems, lakes and other common areas to be used in common with all residents of Country Creek, the payment of real estate ad valorem taxes assessed against such common areas and for other services, all of which are more particularly described in the Country Creek Community Covenants, as the same may be amended from time to time. If the Subdivision Association or any Owner refuses or fails to perform the obligations imposed on it under these Covenants and the Articles of Incorporation and By-Laws of the Subdivision Association, the Master Association is authorized to perform the obligation that the Subdivision Association or Owner has failed or refused to perform. Any expenses incurred by the Master Association shall be reimbursed by the Subdivision Association or the Owner, as the case may be. Developer anticipates that each Lot in the Country Creek Community will be subjected to the Country Creek Community Covenants, as the same may be amended from time to time.

ARTICLE VIII

ARCHITECTURAL CONTROLS

Section 8.1. Plans. All plans for construction of improvements on Lots or Parcels, including the proposed location thereof, construction materials, and outward appearance including color and texture of exterior materials, whether initial construction or changes or additions to an existing improvement and landscaping, shall require the approval in writing by the Architectural Review Committee ("ARC") before any work is commenced. The ARC shall consist of three (3) persons appointed by the Board of Directors of the Subdivision Association who shall serve at the pleasure of the Board of Directors. Any change in the outward appearance of any improvement, including but not limited to repainting the same in a different color, adding decorative sculptures, wrought iron grills, or the like, shall also require approval in writing by the ARC before any work is commenced.

Section 8.2. Duties of ARC. The ARC shall approve or disapprove the plans for an improvement within ten (10) days after the same is submitted to it in proper form. If the plans are not approved within such period, they shall be deemed to have been disapproved. The plans submitted to the ARC for approval shall include all plans necessary for construction and shall meet the following standards:

8.2.1. Be not less than 1/8"-1' scale;

8.2.2 Show the elevation of the ground on all sides of the proposed structure as it will exist after grading;

8.2.3. Show the outlines of all foundations, setbacks, trees (which must comply with the ordinances of the City of Altamonte Springs), including the dimensions and the

species thereof, drives, fences, outbuildings and garages, existing and proposed;

8.2.4. Include a list of proposed materials and samples of exterior materials and finishes which cannot be described to the ARC's satisfaction; and

8.2.5. Show the size and type of all plant stock in the landscaping plan.

The Developer and the ARC shall not be responsible for defects in plans or specifications or for defects in the improvements. The ARC's review of plans is limited solely to appearance of the improvements and does not include compliance with applicable building codes.

Section 8.3. Design Criteria. It is the Developer's intent to create and maintain a Subdivision in harmony with its surroundings and the natural elements of the land. In accordance with this intent, the following materials will generally be acceptable, subject to approval by the ARC in each specific application: (a) textured stucco, (b) struck block on rear and sides, (c) wood siding or simulated wood, (d) stone, brick or simulated brick, (e) wood shakes, (f) asphalt or tile roofing in natural or traditional, subdued tones, and (g) paint or stains in earth tones or subdued colors.

Section 8.4. Structure Criteria.

8.4.1. Air conditioners shall be screened so as not to be visible from a front or side street adjacent to the Parcel and to minimize noise.

8.4.2. All outside radio and television antennas shall be installed in such a way as not to be visible from the street. If a master antenna or cable television is available to the Subdivision, radio and television antennas will not be permitted on any Parcel; provided ARC may permit short wave and other special antennas on the Parcel.

8.4.3. All plumbing and heating vents and roof ventilators protruding from roofs shall be painted the same color as the roof.

8.4.4. Swimming pools shall be permitted if Parcel size permits the same. However, the siting of the pool on the Parcel must be approved by the ARC prior to construction.

8.4.5. There shall be no silver finish metal doors (including glass sliding doors) or window of any kind on the front or sides of any home; however, a factory painted anodized finish may be used. The color of such finish may be white, black, ivory, brown or other natural earth tones.

8.4.6. No fences without ARC approval shall be constructed on any Parcel. All fences, including fences for backyards and swimming pools, and shrub lines must be approved by the ARC prior to construction. No fence shall be closer to any street adjacent to the Parcel than is the closest structural wall of the improvements situate on said Parcel. The ARC may require that the composition and color of any fence be consistent with fences around surrounding homes.

Section 8.5. Miscellaneous Restrictions.

8.5.1. All Parcels in the Subdivision are residential parcels and shall be used exclusively for single family residential purposes. No structure, except as otherwise provided, shall be erected, altered, placed or permitted to remain on any Parcel other than one (1) detached single family

residence dwelling not to exceed two (2) stories and a private garage for not more than three (3) cars. Detached auxiliary buildings, including but not limited to dog houses, storage buildings, play houses, or tree houses are not permitted without prior approval of the ARC. Outside clothes drying devices may be installed, constructed, attached or erected, provided said devices are totally screened or fenced in, and cannot be viewed from any other Lot or Limited Common Property, and further provided that same may be installed, constructed, attached or erected only in compliance with the other Sections of this Article VIII.

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SECTION 8.1.

8.5.2. All Parcels, and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained substantially as shown on the approved plans. In order to implement effective control of this item, Developer reserves the right for itself, its agents and the Subdivision Association, after ten (10) days written notice to any Lot or Parcel Owner, to enter upon any Lot or Parcel for the purpose of mowing, pruning, removing, clearing or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of Developer or the Subdivision Association detracts from the overall beauty and safety of the Subdivision. Such entrance upon such property for such purposes shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday and shall not be a trespass. Developer and the Subdivision Association may charge the Owner the reasonable cost of such services, which charge shall constitute a lien upon such Lot or Parcel enforceable by appropriate proceedings at law or equity. The provisions of this Section shall not be construed as an obligation on the part of Developer or the Subdivision Association to mow, clear, cut or prune any Lot or Parcel or to provide garbage or trash removal services. Trash, garbage or other waste shall not be kept on any Parcel except in sanitary containers or garbage compact units. Garbage containers, if any, shall be kept in a clean and sanitary condition, and shall be so placed or screened so as not to be visible from any road or adjacent property within sight distance of the Parcel at any time except during refuse collection. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted.

8.5.3. No animals, except household pets, shall be kept on any Lot or Parcel. The number of animals kept as pets (i.e., dogs, cats) shall not exceed three (3) in any one household. Residents shall not breed such animals as a hobby or for profit, and are encouraged to have such animals neutered. No animal shall be permitted off any Lot or Parcel unless on a leash.

8.5.4. All garages must have doors that are maintained in a useful condition and are kept closed. No garage shall be permanently enclosed or converted to other usage without ARC approval.

8.5.5. No commercial activity shall be conducted on any Lot or Parcel with exception of the Developer's real estate sales office.

8.5.6. No oil or natural gas drilling operations of any kind shall be permitted upon any Lot or Parcel and no derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot or Parcel, nor shall oil wells or mineral excavations be permitted on any Lot or Parcel.

8.5.7. All signs, billboards and advertising structures of any kind are prohibited, except building and subcontractor signs during construction periods, and one (1) professional sign to advertise the property for sale during any

sale period. No signs may be nailed or attached to trees. Signs shall not exceed 2' x 2'. Private signs (which shall mean signs erected by all parties other than Developer) shall be prohibited from being placed on any road right-of-way or on Limited Common Property.

8.5.8. Each Owner of a Parcel shall obtain and maintain in force a policy of fire and other casualty insurance with coverage adequate to cover the full cost of any repair or reconstruction of the improvements on that Parcel. In the event of damage or destruction by fire or other casualty to the improvements on any Parcel, the Owner shall, upon receipt of the insurance proceeds, repair or rebuild such damaged or destroyed improvement in a good workmanlike manner and in strict compliance with the original plans and specifications and building layout of said improvement as constructed by Developer, within a reasonable time not to exceed one (1) year, and in accordance with the provisions of these Covenants. All debris must be removed and the Parcel restored to a slightly condition within sixty (60) days of such damage or destruction.

8.5.9. No boat, boat trailer, house trailer, camper, recreational vehicle or similar vehicle and no truck, van, or other vehicle which exceeds one (1) ton capacity, shall be parked or stored on any road, street, driveway, yard, Lot or Parcel located in the Subdivision for any period of time in excess of twenty-four (24) hours, except in garages. Immobile or unsightly vehicles, or vehicles under repair shall not be allowed on any Lot or Parcel within the Subdivision or on Limited Common Property, except in an enclosed garage.

8.5.10. No tree of any species or any size may be removed from any place in the Subdivision without the specific prior written approval of the ARC. Violation of this covenant shall result in the party removing a tree being obligated to replant within the Subdivision two (2) trees of the same species and equal size for each tree removed without the specified authorization, or two (2) trees of a different species and a lesser size if so approved by the ARC, provided, however, that the minimum size of replacement tree shall be three inches (3") in diameter measured at a point two feet (2') above the average height of the ground at the base. Each Owner, by the acceptance of a deed to his Parcel, agrees that the penalty for violation of this covenant shall apply to his Parcel if said violation is done by himself, his family, his agents, guests or invitees. Should the Owner or said violating party not plant the required replacement trees, and the Subdivision Association is so required to do, the cost of same shall be payable to the Subdivision Association, and shall be a part of the Assessments to which the Owner's Parcel is subject and shall be due and payable in the same manner as annual Assessments provided for in these Covenants.

8.5.11. No landscaping plan shall be changed or altered from the original plan without the consent of the ARC. Any landscaping plan changes or alterations submitted to ARC shall provide for and include the following items:

- a. A landscape scheme;
- b. A list of all plant stock included in the scheme; and
- c. The size of such stock at the time of planting.

The entire Parcel, including that portion of the Parcel between the street pavement and the right-of-way line, shall be landscaped and maintained. No gravel, rocks, artificial turf, or other similar materials shall be permitted as a substitute for a grass lawn. It shall be the goal of the ARC in the approval of

any landscape plan and layout plan to preserve all existing trees where possible.

9.5.12. No improvements shall be constructed in, nor any vegetation removed from, the Landscape and Drainage Easement, the Greenbelt, and Drainage Easement areas shown on the Subdivision Plat without prior written approval of the ARC.

ARTICLE IX

UTILITY PROVISIONS

Section 9.1. Water System. The central water supply system provided by the City of Altamonte Springs for the service of the Subdivision shall be used as the sole source of water. Each Owner shall pay water meter charges established by the City and shall maintain and repair all portions of such water line located within the boundaries of his Parcel. No individual water supply system or well shall be permitted on any Lot or Parcel without approval of the Subdivision Association.

Section 9.2. Sewage System. The central sewage system provided by the City of Altamonte Springs for the service of the Subdivision shall be used as the sole sewage system for each Parcel. Each Owner shall maintain and repair all portions of such sewer lines located within the boundaries of his Parcel and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service made by the operator thereof. No septic tank or drain field shall be placed or allowed within the Subdivision.

Section 9.3. Garbage Collection. Garbage, trash and rubbish shall be removed from the Parcels only by parties approved by Developer or the City of Altamonte Springs. Each Lot Owner shall pay when due the periodic charges or rates for such garbage collection service made by the party providing same.

Section 9.4. Electrical and Telephone Service. All telephone, electric and other utilities lines and connections between the main or primary utilities lines and the residence and the other buildings located on each Parcel shall be concealed and located underground so as not to be visible and in such a manner as shall be acceptable by the City of Altamonte Springs.

Section 9.5. Cable Television System. Developer reserves the exclusive right to provide or contract for cable television service to the Subdivision. No other cable television system will be permitted in the Subdivision unless Developer agrees in writing to permit such service. Nothing contained in this Section shall be construed to obligate Developer to provide cable television service to the Subdivision. No service will be provided to an Owner unless the Owner of the Subdivision Association pays the charges assessed in connection with any cable television service provided.

ARTICLE X

GENERAL PROVISIONS

Section 10.1 Duration and Amendment. These Covenants shall run with and bind the land submitted or subjected hereto and shall be and remain in effect for a period of twenty (20) years from the date of recordation hereof, after which time they will be automatically extended for periods of ten (10) years each, and shall inure to the benefit of and be enforceable by the Developer, the Subdivision Association, the Owners and their respective legal representatives, heirs, successors and assigns, unless modified or terminated by a duly recorded written instrument executed in conformance with requirements as described

below. These Covenants may be modified or terminated only by a duly recorded written instrument executed by the Developer until the Developer no longer owns any Lots, and thereafter by affirmative vote of two-thirds (2/3) of the Owners; provided, however, no such amendment shall affect the right or lien of any institutional mortgagee without such mortgagee's express consent. The Developer specifically reserves the absolute and unconditional right, so long as it owns any Lots, to amend this Declaration to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages, or to clarify the provisions herein, without the consent or joinder of any party. Notwithstanding anything contained herein to the contrary, the provisions hereof affecting the rights or duties of the Developer shall not be amended or terminated at any time without the consent in writing of the Developer.

Section 10.2. Notices. Any notice required to be sent to any person pursuant to any provision of these Covenants will be effective if such notice has been deposited in the United States Mail, postage prepaid, addressed to the person for whom it is intended at his last known place of residence, or to such other address as may be furnished to the Secretary of the Subdivision Association. The effective date of the notice shall be the date of mailing. Each Member shall notify the Subdivision Association when such Member sells or leases his Parcel and shall furnish the Subdivision Association with any additional information as the Subdivision Association deems necessary or desirable.

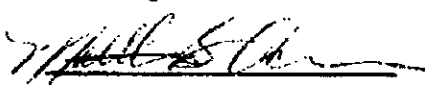
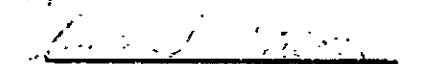
Section 10.3. Severability. Whenever possible, each provision of these Covenants shall be interpreted in a manner that is effective and valid. If any provision of these Covenants is prohibited or held invalid, the prohibition or invalidity shall not affect any other provision which can be given effect. To this end, the provisions of these Covenants are declared to be severable.


Section 10.4. Assignment by Developer. Developer shall have the sole and exclusive right to transfer to such person, firms or corporation as it shall select, any or all of the easements and rights whatsoever given to or reserved by Developer in these Covenants. All easements and rights shall be for the benefit of Developer, its successors and assigns.

Section 10.5. Disputes and Construction of Terms. In the event of any dispute arising under these Covenants, or in the event of any provision of these Covenants requiring construction, the issue shall be submitted to the Board of Directors of the Master Association. The Board of Directors of the Master Association shall give all persons having an interest in the issue an opportunity to be heard after reasonable notice. The said Board shall, when appropriate, render its decision in writing, mailing copies thereof to all parties who have noted their interest.

IN WITNESS WHEREOF, Developer has caused these Covenants to be properly executed, and recorded in the Public Records of Seminole County, Florida, this 7th day of May, 1984.

Signed, sealed and delivered
in the presence of:

 (SEAL)
JOSEPH J. WEISENFELD, Trustee
under an unrecorded Trust
Agreement dated the 10th day of
June, 1983

COUNTY OF DADE)

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared JOSEPH J. WISENFELD, Trustee under an unrecorded Trust Agreement dated the 10th day of June, 1983, to me known to be the person who executed the foregoing instrument and he acknowledged to me that he executed the same as the act and deed of said Trustee.

WITNESS my hand and official seal in the County and State
aforesaid this 15th day of May, 1984.

Notary Public
State of Florida at L
My Commission Expires

Notary Public, State of Florida
My Commission Expires April 19, 1985
Reading Time: 10:00 a.m. to 12:00 p.m.

RECORDED & VERIFIED
Debra J. Gandy
 CLERK, CIRCUIT COURT
 SEMINOL COUNTY, FL.
 MAY 16 3 29 PM '84

1510

OFFICIAL RECORDS
BOOK 1534 PAGE 11657
SEMIWOLE CO. FL.

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of THE OLENS AT COUNTRY CREEK, INC., a corporation organized under the Laws of the State of Florida, filed on February 20, 1984, as shown by the records of this office.

The charter number of this corporation is N01537.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 20th day of February, 1984.



CER-101

George Firestone
Secretary of State

@Pickup

N61537

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SEMINOLE CO. FL.

ARTICLES OF INCORPORATION
OF
THE GLENS AT COUNTRY CREEK, INC.

FILED

1991 FEB 20 PM 2:47

SECRET
TALLAHASSEE

THE UNDERSIGNED, for the purpose of forming a corporation not for profit under and pursuant to Chapter 617, Florida Statutes, certifies that:

ARTICLE I
NAME

The name of this corporation is THE GLENS AT COUNTRY CREEK, INC. The corporation is sometimes referred to herein as the "Association".

ARTICLE II
DEFINITIONS

All terms defined in the Covenants and Restrictions for The Glens at Country Creek, recorded in Official Records Book Page ____ of the Public Records of Seminole County, Florida (the "Covenants") shall have the same meanings when used herein.

ARTICLE III
PRINCIPAL OFFICE AND AGENT

The principal place of business and initial registered office of the Association is 2533 Boggy Creek Road, Kissimmee, Florida 32743. The registered agent of the Association is DAVID SERVIANSKY.

ARTICLE IV
OBJECTS, PURPOSES AND POWERS

Section 4.1. This Association is a corporation not for profit. No part of its net earnings shall inure to the benefit of any private shareholder or member.

Section 4.2. The objects and purposes for which this Association is organized are as follows:

4.2.1. To establish, maintain, operate and provide all community services of every kind and nature required or desired by the members including, without limitation, those services and functions described in the Declaration.

4.2.2. To provide for the enforcement of the Covenants.

4.2.3. To engage in such other activities as may be to the mutual benefit of the members and the owners of portions of the Subdivision.

4.2.4. To own, operate and manage properties conveyed to it in accordance with the Covenants.

4.2.5. To do such other things as may be necessary and proper to carry out and accomplish the above objects and purposes.

Section 4.3. In furtherance of the aforesaid objects, purposes and powers, the Association shall have all of the powers of a Corporation Not for Profit organized and existing under the laws of the State of Florida, which powers shall include, but are not limited to, the power:

4.3.1. To make, levy and collect Assessments from its members and to expend the proceeds of such Assessments for the benefit of its members.

4.3.2 To bring and defend suits on behalf of the Association.

4.3.3. To make and enforce reasonable rules and regulations governing the use of the property owned by the Corporation.

4.3.4. To maintain, repair, replace and operate those portions of the property that the Association has the duty or right to maintain, repair, replace and operate under these Articles and the By-Laws of the corporation.

4.3.5. To contract for the management of its property and to delegate to such contractors all powers and duties of the Corporation.

4.3.6. To employ personnel to perform the services authorized by these Articles and by the By-Laws of the Association.

4.3.7. To purchase insurance upon its property for the protection of the Association and its members.

4.3.8. To reconstruct improvements constructed on its property after casualty or other loss.

4.3.9. To make additional improvements to its property.

4.3.10. To acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in lands or facilities, whether or not contiguous.

ARTICLE V MEMBERS

Section 5.1. The members of this Association shall consist of all owners of record title to lots in the Subdivision. The first Board of Directors named in these Articles of Incorporation and other Directors selected by the Class B member, regardless of such ownership of real property in the Subdivision, shall also be members of the Corporation until termination of the Class B membership as provided in Section 5.3 hereof.

Section 5.2. Membership in this Association cannot be transferred in any manner except as may be provided in the By-Laws.

Section 5.3. The Association shall have two (2) classes of membership: Class A and Class B.

Class A members shall be all persons owning one (1) or more Lots.

The Class B member shall be the Developer.

The Class B membership shall terminate at such time as (a) the then Class B member so designates in writing delivered to the Corporation, (b) when seventy-five percent (75%) of the Lots are owned by persons other than Developer, or (c) on December 31, 1984, whichever shall first occur.

Each Lot shall be entitled to one (1) vote. When more than one (1) person holds an ownership interest in any Lot, the vote for such Lot shall be exercised as the owners of all such interests determine among themselves, but in no event shall more than one (1) vote be cast with respect to each Lot. In the event of a disagreement among such persons and an attempt by two (2) or more of them to cast the vote of such Lot, such vote shall not be recognized and the Lot shall not be counted for any purpose until such dispute is resolved.

Until the time at which the Class B membership terminates as provided herein, the Class B member shall be vested with the sole voting rights in the Association, except on such matters as

1534 1650

to which the Declaration, these Articles of Incorporation, or the By-Laws of the Association specifically require a vote of the Class A members.

RECORDED
FEB 20 1974

ARTICLE VI
TERM

This Corporation shall exist perpetually.

ARTICLE VII
BOARD OF DIRECTORS

The business and affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) Directors nor more than nine (9) Directors. The first Board of Directors shall consist of three (3) Members. The Board of Directors shall be elected by the Members of the Corporation entitled to vote. The names and addresses of the first Board of Directors who shall hold office until their successors are elected and have qualified, are as follows:

ARTHUR BARR	2533 Boggy Creek Road Kissimmee, Florida 32743
MORTON LYNN	2533 Boggy Creek Road Kissimmee, Florida 32743
DAVID SERVANSKY	2533 Boggy Creek Road Kissimmee, Florida 32743

The Directors of the Association shall be elected at the time and in the manner provided for in the By-Laws.

ARTICLE VIII
OFFICERS

The officers of the Association shall consist of a President, one (1) or more Vice Presidents, a Secretary, a Treasurer and Master Association Representative(s). The officers in the Association shall be elected by the Board of Directors of the Association in accordance with the provisions of the By-Laws of the Association. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary. The initial officers are:

Arthur Barr	President
Morton Lynn	Vice President
David Serviansky	Secretary-Treasurer
Donna Woods	Master Association Representative

ARTICLE IX
INDEMNIFICATION

Section 9.1. Third Party Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, or appeal therefrom, whether civil, criminal, administrative, investigative or otherwise (other than any action by or in the right of the Association) by reason of the fact that he or his testator or intestate is or was a director, officer or employee of the Association, or at the express or implied request of the Association is or was serving as a director, trustee, officer or employee of another Association or a corporation, partnership, joint venture, trust or other enterprise (including, without limitation, any affiliated association, partnership, joint venture, trust or other enterprise), against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to

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SEMINOLE CO. FL.

the best interest of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

Section 9.2. Derivative Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association, or appeal therefrom, to procure a judgment in its favor by reason of the fact that he or his testator or intestate is or was a director, officer or employee of the Association, or at the express or implied request of the Association is or was serving as a director, trustee, officer or employee of another association or a corporation, partnership, joint venture, trust or other enterprise (including, without limitation, any affiliated association, partnership, joint venture, trust or other enterprise), against expenses (including attorneys' fees and amounts paid in settlement) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association; provided, however, that no person shall be entitled to indemnification under this Section 9.2 in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of his duty to the Association.

Section 9.3. Successful Defense. To the extent that a director, officer or employee has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 9.1 or 9.2 of this Article IX, or in defense of any claim, issue or matter therein, such determination shall constitute conclusive evidence of such person's right to be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, and the president or a vice president of the Association shall direct the reimbursement of all such expenses to such person.

Section 9.4. Determination of Propriety of Indemnification. No person seeking indemnification under Section 9.1 or 9.2 of this Article IX shall be indemnified unless pursuant to a determination by a court or unless the Board of Directors or the shareholders in good faith by a majority vote of a quorum of directors or shareholders, as the case may be, who were not parties to such action, suit or proceeding determine that the standards set forth in such sections have been met in the circumstances. The Association may provide for additional indemnification and the rights to any person (including, without limitation, those persons referred to in Sections 9.1 and 9.2 of this Article IX), in each case except as otherwise ordered by a court or prohibited by law.

ARTICLE X DISPOSITION OF ASSETS UPON DISSOLUTION

No member, director or officer of the Association or other private individual shall be entitled to share in the distribution of any of the corporate assets upon dissolution of the Association. Unless agreed to the contrary by seventy-five percent (75%) of each and every class of membership, upon dissolution of the Association, the assets of the Association shall be granted, conveyed and assigned to an appropriate public body, agency or agencies, utility or utilities or any one (1) or more of them or to any one (1) or more non-profit associations, trusts or other organizations to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No disposition of the Association's assets shall divest or diminish any right or title of any member vested in him under recorded covenants and restrictions applicable to such assets unless made in accordance with the provisions of such Covenants.

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SEMINOLE CO. FL.

ARTICLE XI
AMENDMENT OF ARTICLES

These Articles may be amended by an affirmative vote of two-thirds (2/3) of the members of the Association entitled to vote.

ARTICLE XII
BY-LAWS

The Association shall adopt By-Laws governing the conduct of the affairs of the Association. The By-Laws shall be altered, amended or rescinded as provided in the By-Laws.

ARTICLE XIII
SUBSCRIBERS

The names and residences of the subscribers to these Articles of Incorporation are as follows:

David Serviansky	2533 Boggy Creek Road Kissimmee, Florida 32743
Donna Woods	2533 Boggy Creek Road Kissimmee, Florida 32743

IN WITNESS WHEREOF, the subscribing incorporators have hereunto set their hands and seals and caused these Articles of Incorporation to be executed this 17th day of FEBRUARY, 1984.

DAVID SERVANSKY

DONNA WOODS

FILED
1984 FEB 20 PM 2:47
SEMINOLE COUNTY CLERK
TALLAHASSEE, FLORIDA

STATE OF FLORIDA
COUNTY OF OSCEOLA

BEFORE ME, the undersigned Notary Public, in and for said County and State, personally appeared DAVID SERVANSKY and DONNA WOODS, who are known to me and who, after being first duly sworn, deposed under oath and said that the foregoing Articles of Incorporation were prepared under their direction and that they had knowledge of the facts stated therein, that said facts are true, and that they executed the same freely and voluntarily and for the purposes stated therein.

Given under my hand and official seal this 17th day of FEBRUARY, 1984.

Youn. S. Morris
Notary Public
State of Florida at Large
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires January 2, 1987
Bonded by American Fire & Casualty Co.

104309

RECORDED & VERIFIED

CLERK CIRCUIT COURT
SEMINOLE COUNTY FL.

MAY 30 2 40 PM '84

1534 1653

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT UPON WHOM PROCESS
MAY BE SERVED

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE
FOLLOWING IS SUBMITTED:

FIRST, THAT THE GLENS AT COUNTRY CREEK, INC., DESIRING TO
ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, WITH
ITS PRINCIPAL PLACE OF BUSINESS AT CITY OF KISSIMMEE, STATE OF
FLORIDA, HAS NAMED DAVID SERVIANSKY, LOCATED AT 2533 BOGGY CREEK
ROAD, STATE OF FLORIDA, AS ITS AGENT TO ACCEPT SERVICE OF PROCESS
WITHIN FLORIDA.

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE
STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE,
I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO
COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER
AND COMPLETE PERFORMANCE OF MY DUTIES.

By:

David Serviinsky
DAVID SERVIANSKY
(REGISTERED AGENT)

Date:

February 17, 1984

FILED
1984 FEB 20 PM 2:47
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Not a Certified Copy

37.20

State of Florida



Department of State

I certify that the attached is a true and correct copy
of Certificate of Amended and Restated Articles of Incorporation
of THE GLENS AT COUNTRY CREEK, INC., a non-profit corporation
organized under the laws of the State of Florida, filed on
May 15, 1984.

The charter number for this corporation is N01537.

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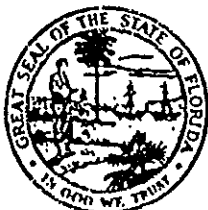
RECORDED & VERIFIED

John H. Smith
CLERK, CIRCUIT COURT
SEMI-PAUL COUNTY FL.

MAY 16 3 22 PM '84

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the

15th day of May 1984



CER-101

George Firestone
Secretary of State

15477-512

JJW/ram.
05/10/84

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF

THE GLENS AT COUNTRY CREEK, INC.

THE UNDERSIGNED, for the purpose of amending and restating the Articles of Incorporation of THE GLENS AT COUNTRY CREEK, INC., a corporation not-for-profit formed under and pursuant to Chapter 617, Florida Statutes, certifies that:

ARTICLE I
NAME

The name of this corporation is THE GLENS AT COUNTRY CREEK, INC. The corporation is sometimes referred to herein as the "Association".

ARTICLE II
DEFINITIONS

All terms defined in the Amended Declaration of Covenants and Restrictions for The Glens at Country Creek, as the same shall be recorded simultaneously with a certified copy of these Amended and Restate Articles of Incorporation, in the Public Records of Seminole County, Florida (the "Covenants") shall have the same meanings when used herein.

ARTICLE III
PRINCIPAL OFFICE AND AGENT

The principal place of business and initial registered office of the association is 2533 Boggy Creek Road, Kissimmee, Florida 32743. The registered agent of the Association is DAVID SERVIANSKY.

ARTICLE IV
OBJECTS, PURPOSES AND POWERS

Section 4.1. This Association is a corporation not for profit. No part of its net earnings shall inure to the benefit of any private shareholder or member.

Section 4.2. The objects and purposes for which this association is organized are as follows:

4.2.1. To establish, maintain, operate and provide all community services of every kind and nature required or desired by the members including, without limitation, those services and functions described in the Covenants.

4.2.2. To provide for the enforcement of the Covenants.

4.2.3. To engage in such other activities as may be to the mutual benefit of the members and the owners of portions of the Subdivision.

4.2.4. To own, operate and manage properties conveyed to it in accordance with the Covenants.

4.2.5. To do such other things as may be necessary and proper to carry out and accomplish the above objects and purposes.

LAW OFFICES JOSEPH J. WEISENFELD

104 CRANDON BOULEVARD, FOURTH FLOOR, P.O. BOX 380, KEY BISCAYNE, FLA. 33149 • TELEPHONE (305) 361-8000

Attest
JP

1547 0511
JUN 11 1984
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLA.

Section 4.3. In furtherance of the aforesaid objects, purposes and powers, the Association shall have all of the powers of a Corporation Not for Profit organized and existing under the laws of the State of Florida, which powers shall include, but are not limited to, the power:

4.3.1. To make, levy and collect Assessments from its members and to expend the proceeds of such Assessments for the benefit of its members.

4.3.2. To bring and defend suits on behalf of the Association.

4.3.3. To make and enforce reasonable rules and regulations governing the use of the property owned by the Association.

4.3.4. To maintain, repair, replace and operate those portions of the property that the Association has the duty or right to maintain, repair, replace and operate under these Articles and the By-Laws of the Association.

4.3.5. To contract for the management of its property and to delegate to such contractors all powers and duties of the Association.

4.3.6. To employ personnel to perform the services authorized by these Articles and by the By-Laws of the Association.

4.3.7. To purchase insurance upon its property for the protection of the Association and its members.

4.3.8. To reconstruct improvements constructed on its property after casualty or other loss.

4.3.9. To make additional improvements to its property.

4.3.10. To acquire and enter into agreements whereby it acquires leaseholds, memberships or other possessory or use interests in lands or facilities, whether or not contiguous.

ARTICLE V MEMBERSHIP

5.1. The members of this Association shall consist of all owners of record title to Parcels in the Subdivision. The first Board of Directors named in these Amended and Restated Articles of Incorporation and other Directors selected by the Class B member, regardless of such ownership of real property in the Subdivision, shall also be members of the Association until termination of the Class B membership as provided in Section 5.3. hereof.

Section 5.2. Membership in this Association cannot be transferred in any manner except as may be provided in the By-Laws.

Section 5.3. The Association shall have two (2) classes of membership: Class A and Class B.

Class A members shall be all persons owning one (1) or more Parcels.

The Class B membership shall terminate at such time as (a) the then Class B member so designates in writing delivered to the

Corporation, (b) when seventy-five percent (75%) of the Parcels are owned by persons other than Developer, or (c) on December 31, 1984, whichever shall first occur.

Each Parcel shall be entitled to one (1) vote. When more than one (1) person holds an ownership interest in any Parcel the vote for such Parcel shall be exercised as the owners of all such interest determine among themselves, but in no event shall more than one (1) vote be cast with respect to each Parcel. In the event of a disagreement among such persons and an attempt by two (2) or more of them to cast the vote of such Parcel, such vote shall not be recognized and the Parcel shall not be counted for any purpose until such dispute is resolved.

Until the time at which the Class B membership terminates as provided herein, the Class B member shall be vested with the sole voting rights in the Association, except on such matters as to which the Covenants, these Articles of Incorporation, or the By-Laws of the Association specifically require a vote of the Class A members.

ARTICLE VI TERM

This Association shall exist perpetually.

ARTICLE VII BOARD OF DIRECTORS

The business and affairs of the Association shall be managed by a board of Directors consisting of not less than three (3) Directors nor more than nine (9) Directors. The first Board of Directors shall consist of three (3) Members. The Board of Directors shall be elected by the Members of the Association entitled to vote. The names and addresses of the first Board of Directors who shall hold office until their successors are elected and have qualified, are as follows:

ARTHUR BARR	2533 Boggy Creek Road Kissimmee, Florida 32743
MORTON LYNN	2533 Boggy Creek Road Kissimmee, Florida 32743
DAVID SERVIANSKY	2533 Boggy Creek Road Kissimmee, Florida 32743

The Directors of the Association shall be elected at the time and in the manner provided for in the By-Laws.

ARTICLE VIII OFFICERS

The officers of the Association shall consist of a President, one (1) or more Vice Presidents, a Secretary, a Treasurer and Master Association Representative(s). The officers in the Association shall be elected by the Board of Directors of the Association in accordance with the provision of the By-Laws of the Association. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary. The initial officers are:

Arthur Barr	President
Morton Lynn	Vice President
David Serviansky	Secretary-Treasurer

ARTICLE IX
INDEMNIFICATION

Section 9.1. Third Party Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, or appeal therefrom, whether civil, criminal, administrative, investigative or otherwise (other than any action by or in the right of the Association) by reason of the fact that he or his testator or intestate is or was a director, officer or employee of the Association, or at the express or implied request of the Association is or was serving as a director, trustee, officer or employee of another Association or a corporation, partnership, joint venture, trust or other enterprise (including, without limitation, any affiliated association, partnership, joint venture, trust or other enterprise), against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful.

Section 9.2. Derivative Actions. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Association, or appeal therefrom, to procure a judgment in its favor by reason of the fact that he or his testator or intestate is or was a director, officer or employee of the Association, or at the express or implied request of the Association is or was serving as a director, trustee, officer or employee of another association or a corporation, partnership, joint venture, trust or other enterprise (including, without limitation, any affiliated association, partnership, joint venture, trust or other enterprise), against expenses (including attorneys' fees and amounts paid in settlement) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association; provided, however, that no person shall be entitled to indemnification under this Section 9.2. in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or willful misconduct in the performance of his duty to the Association.

Section 9.3. Successful Defense. To the extent that a director, officer or employee has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Sections 9.1. or 9.2. of this Article IX, or in defense of any claim, issue or matter therein, such determination shall constitute conclusive evidence of such person's right to be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by him in connection therewith, and the president or vice president of the Association shall direct the reimbursement of all such expenses to such person.

Section 9.4. Determination of Propriety of Indemnification. No person seeking indemnification under Sections 9.1. or 9.2. of this Article IX shall be indemnified unless pursuant to a determination by a court or unless the Board of Directors or the members in good faith by a majority vote of a quorum of directors or members, as the case may be, who were not parties to such action, suit or proceeding determine that the

standards set forth in such sections have been met in the circumstances. The Association may provide for additional indemnification and rights to any person (including, without limitation, those persons referred to in Sections 9.1. and 9.2 of this Article IX), in each case except as otherwise ordered by a court or prohibited by law.

ARTICLE X
DISPOSITION OF ASSETS UPON DISSOLUTION

No member, director or officer of the Association or other private individual shall be entitled to share in the distribution of any of the corporate assets upon dissolution of the Association. Unless agreed to the contrary by seventy-five (75%) of each and every class of membership, upon dissolution of the association, the assets of the Association shall be granted, conveyed and assigned to an appropriate public body, agency or agencies, utility or utilities or any one (1) or more of them or to any one (1) or more non-profit associations, trusts or other organizations to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No disposition of the Association's assets shall divest or diminish any right or title of any member vested in him under recorded covenants and restrictions applicable to such assets unless made in accordance with the provisions of such Covenants.

1547 6515

ARTICLE XI
AMENDMENT OF ARTICLES

These Articles may be amended by an affirmative vote of two-thirds (2/3) of the members of the Association entitled to vote.

ARTICLE XII
BY-LAWS

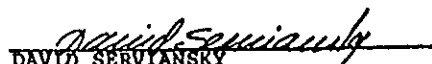
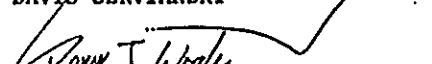
The Association shall adopt By-Laws governing the conduct of the affairs of the Association. The By-Laws shall be altered, amended or rescinded as provided in the By-Laws.

ARTICLE XIII
SUBSCRIBERS

The names and residences of the subscribers to these Articles of Incorporation are as follows:

David Serviansky	2533 Boggy Creek Road Kissimmee, Florida 32743
Donna Woods	2533 Boggy Creek Road Kissimmee, Florida 32743

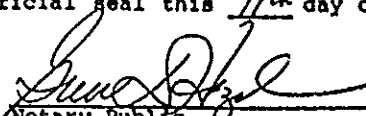
IN WITNESS WHEREOF, the subscribing incorporators have hereunto set their hands and seals and caused these Articles of Incorporation to be executed this 11th day of May, 1984.


DAVID SERVIANSKY

DONNA WOODS

STATE OF FLORIDA)
)SS.
COUNTY OF OSCEOLA)

BEFORE ME, the undersigned Notary Public, in and for said County and State, personally appeared DAVID SERVIANSKY and DONNA WOODS, who are known to me and who, after being first duly sworn, deposed under oath and said that the foregoing Amended and Restated Articles of Incorporation were prepared under their direction and that they had knowledge of the facts stated therein, that said facts are true, and that they executed the same freely and voluntarily and for the purposes stated therein.

Given under my hand and official seal this 11th day of May, 1984.


Notary Public
State of Florida at Large

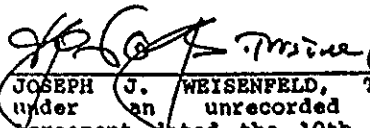
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Jan. 15, 1988
BONDED THRU NUCLEARAW, SIBLEY
& HARVEY INSURANCE & BONDS, INC.

1547 0516
SERVING CO. FL.

JOINDER OF DEVELOPER

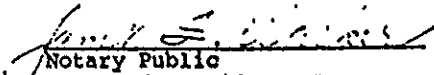
JOSEPH J. WEISENFELD, Trustee under an unrecorded Trust Agreement dated the 10th day of June, 1983, the Developer as defined in the Amended Declaration of Covenants and Restrictions for The Glens at Country Creek, hereby joins in these Amended and Restated Articles of Incorporation and certifies that, as the sole voting member of the Association, these amendments are in accordance with Article XI of the original Articles of Incorporation of The Glens at Country Creek, Inc.

 (SEAL)
JOSEPH J. WEISENFELD, TRUSTEE
under an unrecorded Trust
Agreement dated the 10th day of
June, 1983

STATE OF FLORIDA)
COUNTY OF DAGE) SS.

I HEREBY CERTIFY that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared JOSEPH J. WEISENFELD, as Trustee under an unrecorded Trust Agreement dated 10th day of June, 1983, to me known to be the person described in and who executed the foregoing instrument, and he duly acknowledged to and before me that he executed the same for the purposes therein expressed as the act and deed of said Trustee.

WITNESS my hand and official seal at the City of _____, in the County and State last aforesaid this 14th day of May, 1984.


Notary Public
State of Florida at Large

My Commission Expires:

Notary Public, State of Florida
My Commission Expires April 13, 1985
L. J. [illegible]

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE
SERVICE OF PROCESS WITHIN FLORIDA, NAMING AGENT UPON WHOM
PROCESS MAY BE SERVED

MAY 15 1 32 PM '64

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE
FOLLOWING IS SUBMITTED:

FIRST--THAT THE GLENS AT COUNTRY CREEK, INC., DESIRING TO
ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, WITH
ITS PRINCIPAL PLACE OF BUSINESS AT CITY OF KISSIMMEE, STATE OF
FLORIDA, HAS NAMED DAVID SERVANSKY, LOCATED AT 2533 BOGGY CREEK
ROAD, STATE OF FLORIDA, AS ITS AGENT TO ACCEPT SERVICE OF
PROCESS.

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE
STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE,
I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO
COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER
AND COMPLETE PERFORMANCE OF MY DUTIES.

By:

David Servansky
DAVID SERVANSKY
(REGISTERED AGENT)

Date:

5/11/84

1547 0518
SERV. LE. CO. FL.

Declaration of Domicile and Citizenship

TO THE CLERK OF THE CIRCUIT COURT,

SEMINOLE COUNTY, FLORIDA

This is my declaration of Domicile and Citizenship in the State of Florida that I am filing this day in accordance, and in conformity with Section 222.17, Florida Statutes.

I was formerly a legal resident of AGUADILLA P.R. and I resided at 5 SIMONEZ RD 467 PR. However, I have changed my domicile to and am and have been a bona fide resident of the State of Florida since MARCH 11 day of MARCH 1984, and I reside at 617 Rodney Dr ALT SPRINGS FL SEMINOLE County, Florida,

and this statement is to be taken as my declaration of citizenship, actual legal residence and domicile in the State of Florida.

1547 0519
SEMINOLE CO. FL.

RECORDED & VERIFIED
CLERK CIRCUIT COURT
SEMINOLE COUNTY FL.
MAR 16 3 31 PM '84

115912

I FURTHER CERTIFY that I will register at my local address when the registration books reopen, and comply with all other requirements of a legal resident of this State.

I FURTHER CERTIFY that I have no intention to return to my former domicile, and I intend to remain in ALT SPRINGS SEMINOLE County, Florida, permanently.

Sworn to and subscribed before me this 16 day of March A.D. 1984
My Commission expires _____

BENJAMIN GARCIA
BENJAMIN GARCIA
617 Rodney Drive ALT SPRINGS
ARTHUR H. HECKWITH, JR., CLERK
CIRCUIT COURT SEMINOLE COUNTY, FLORIDA
BY Clara Lucetti

33/4.0

CLERK OF COURT
SEMINOLE

RECORDED & INDEXED

588237

1989 FEB 27 PM 3:24

AMENDED

BY-LAWS

OF

THE GLENS AT COUNTRY CREEK, INC.

A Corporation Not-for-Profit
Under the Laws of the State of Florida

OFFICIAL RECORDS
PAGE
2045 0571
SEMINOLE CO. FL.

These are the By-Laws of THE GLENS AT COUNTRY CREEK, INC. (hereinafter for convenience called "Association" or "Corporation"), a corporation not-for-profit, incorporated under the laws of the State of Florida.

ARTICLE I

ASSOCIATION

Section 1.1. Office. The office of the Association shall be at 2533 Boggy Creek Road, Kissimmee, Florida, 32743, or at such other place as shall be selected by a majority of the Board of Directors

Section 1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.

ARTICLE II

DEFINITIONS

All terms defined in the Declaration of Covenants and Restrictions for The Glens at Country Creek, which are recorded simultaneously herewith in the Public Records of Seminole County, Florida (the "Covenants") shall have the same meaning when used herein.

ARTICLE III

MEMBERSHIP

The members of the Association shall be those persons described in Article V of the Articles of Incorporation.

ARTICLE IV

VOTING RIGHTS

Each class of membership shall have the voting rights set forth in Article V of the Articles of Incorporation.

ARTICLE V

BOARD OF DIRECTORS

Per 1 State

2045 0572

Section 5.1 Selection Terms of Office. Until the time at which the Class B membership terminates, the Board of Directors shall consist of three (3) Members, who shall be elected at the times and in the manner set forth in Section 5.2. hereof. After the time at which the Class B membership terminates, the Board of Directors shall be elected at the time set forth in Section 5.3. and in the manner set forth in Article VI of these By-Laws.

Section 5.2. Designation of Directors by the Class B Member. Until the time at which the Class B membership terminates, as provided in Article V of the Articles of Incorporation, the Board of Directors shall consist of three (3) Members who shall be designated by the Class B member.

Any Director or Directors designated by the Class B Member may be removed at any time, with or without cause, by the Class B Member at any regular or special meeting thereof, and the successor of such removed Director may be designated by the Class B Member.

Section 5.3. Election of Directors by the Class A Members. After the time at which the Class B membership terminates, as provided in Article V of the Articles of Incorporation, the Board of Directors shall consist of nine (9) Members who shall be elected in the following manner:

5.3.1. The incumbent Board of Directors designated by the Class B Member shall hold office until the election of their successors by the Class A Members at the first meeting of the Class A Members.

5.3.2. At the first meeting of the Class A Members there shall be elected in the manner set forth in Article VI of these By-Laws nine (9) Directors, three (3) such Directors being elected for three (3) years, three (3) such Directors being elected for two (2) years, and three (3) such Directors being elected for one (1) year.

5.3.3. In no event shall a Member who holds an ownership interest in any Parcel be permitted to serve on the Board of Directors at the same time as another person who holds ownership interest in the same parcel.

Section 5.4. Vacancies. Vacancies on the Board of Directors shall be filled by the majority of the remaining Directors, any such appointed Director to hold office until his successor is elected by the Class A Members or the Class B Member, as the case may be, who were entitled to elect the Director, at the next annual meeting of the Members or at any special meeting duly called for that purpose.

ARTICLE VI

ELECTION PROCEDURE

Section 6.1. Election of Directors. Votes cast for persons nominated for election to the Board of Directors shall be by written ballot as hereinafter provided. Each Member shall have the right to cumulate his votes and to give one candidate the number of votes equal to the number of Directors to be elected, or may distribute such votes on the same principle among any number of such candidates. The persons receiving the largest number of votes shall be elected.

Section 6.2. Nominations Committee. Nominations for a full slate of Directors for election to the Board of Directors by the Class A Members shall be made by the Nomination Committee. The Nomination Committee shall consist of five (5) persons appointed each year by the Board of Directors, two (2) of whom shall be Directors, and three (3) of whom shall be non-directors. Members of the Nominations Committee shall be appointed each year by the Board of Directors at least sixty (60) days before the date on which the election for the Members of the Board of Directors is to be held. The slate of Directors to be nominated by the Nominations Committee shall be completed at least three (3) days before the date of such election. ✓

In addition, nominations for the Board of Directors may be made by petition signed by more than twenty (20) Members of the Association, provided that such petitions are filed with the Secretary of the Association at least ten (10) days before the date of the meeting at which the Directors are to be elected. ✓

6.2.1. The process of nominating candidates for the Board of Directors shall include nominations made from the floor at the meeting where the elections are held, provided such nominations are made by a

Member and seconded by at least one (1) other Member. In addition, Members shall be allowed to write-in a candidate on the ballot and vote for such a candidate, so long as that candidate meets the Association membership requirements as all other candidates.

Section 6.3. Ballots. All elections to the Board of Directors shall be made on a written ballot which shall (a) describe the vacancies to be filled and (b) set forth the names of those nominated by the Nominations Committee for such vacancies and those nominated by petition timely filed with the Secretary of the Association ✓

Section 6.4. Voting Procedures. The Member designated by the Owners of a Lot to cast the votes for the Lot shall receive the ballot for such Lot at the Annual Meeting. After the ballots are marked, they shall be turned over to an Elections Committee which shall consist of five (5) Members appointed by the Board of Directors. The Elections Committee shall then adopt a procedure which shall: ✓

6.4.1 Establish that the number of ballots turned in by each Member corresponds with the number of Lots owned by such Member or his proxy identified on the ballot.

6.4.2 If the vote is by proxy, establish that a proxy has been filed with the Secretary as provided in Article XII of these By-Laws and that such proxy is valid. ✓

The procedure shall be conducted in such a manner that the vote of any Member or his proxy shall not be disclosed to anyone, including the Elections Committee.

The result of the election shall be announced at the conclusion of the meeting. After the announcement of the results by the Elections Committee, unless a review of the Members casting ballots in the election within ten (10) days after election, the ballots shall be destroyed and the results shall thereupon be final.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 7.1. Powers. The Board of Directors shall have the powers set forth in the Articles of Incorporation.

Section 7.2. Director Absences. In the event that any Member of the Board of Directors of the Association shall be absent from three (3) consecutive regular meetings of the Board of Directors, the Board may at the meeting during which said third absence occurs, declare the office of said absent Director to be vacant and the provisions relating to the filling of a vacancy of the Board of Directors as set forth in these By-Laws shall become operative.

Section 7.3. Duties. It shall be the duty of the Board of Directors:

7.3.1. To keep a complete record of all its acts and corporate affairs and to make reports thereon to the Members at the annual meeting of the Members;

7.3.2. To supervise all officers, agents and employees of the Association;

7.3.3. To fix the amount of the annual Assessment against each Lot owned by a Member at least thirty (30) days in advance of the date on which such Assessment is due;

7.3.4. To prepare a roster of the Lots and Assessments applicable thereto which shall be kept in the offices of the Association and shall be open to inspection by any Member thereof, and to send written notice of each Assessment to every Member subject thereto;

7.3.5. To issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether all assessments against a Lot have been paid and, if not, identifying the amount of any unpaid Assessment and the period to which such unpaid Assessment relates. Such certificate shall be conclusive evidence to the person to whom it is addressed of payment of any Assessment therein stated to have been paid;

7.3.6. To obtain and maintain a liability insurance policy for the protection of the Association covering the Limited Common Property and covering such risks and with such deductible amounts as the Board of Directors shall determine.

ARTICLE VIII

DIRECTORS MEETINGS

Section 8.1. Time and Place. Meetings of the Board of Directors may be held at any place within or without the State of Florida. The Board of Directors shall meet within fourteen (14) days following the close of the annual meeting of the Members. Regular meetings of the Board of Directors may be held at such time and place as shall from time to time be determined by the Board of Directors.

Section 8.2. Notice. No notice of regular meetings of the Board of Directors is required. If the day for a regular meeting shall fall upon a holiday, the meeting shall be held at the same hour on the first day following which is not a holiday.

Section 8.3. Special Meetings. Special meetings of the Board of Directors shall be held when called by any officer of the Association or by any Director after not less than forty-eight (48) hours notice to each Director, except in the case of an emergency.

Section 8.4. Waiver, Consents and Approvals. The transaction of any business of any meeting of the Board of Directors, however called and noticed, or wherever held, shall be valid as though made at a meeting duly held after regular call and notice if a quorum is present and if either before or after the meeting each of the Directors not present signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records and shall be made a part of the minutes of the meeting.

Section 8.5. Quorum. The majority of the Board of Directors shall constitute a quorum thereof.

Section 8.6. Adjourned Meetings. If at any meeting of the Board there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

ARTICLE IX

OFFICERS

Section 9.1. Officers. The officers shall be a President, a Vice President, a Secretary, and a Treasurer and the Master Association Representative (s). The President shall be a Member of the Board of Directors. The Master Association Representative (s) shall not be Members of the Board of Directors.

Section 9.2. Majority Vote. The officers shall be chosen by majority vote of the Directors.

Section 9.3. Term. All officers shall hold office at the pleasure of the Board of Directors.

Section 9.4. President. The President shall preside at all meetings of the Board of Directors, and shall see that orders and resolutions of the Board of Directors are carried out, and sign all notices, checks, leases, mortgages, deeds and all other written instruments as may be incidental to the orders and resolutions of the Board of Directors.

Section 9.5. Vice President. The Vice President shall perform all the duties of the President in his absence.

Section 9.6. Secretary. The Secretary shall be "ex officio" the Secretary of the Board of Directors, and shall record the vote and keep the minutes of all proceedings in a book to be kept for such purpose. He shall keep the records of the Association. He shall record in a book kept for such purpose the names of all Members of the Association together with their addresses as registered by such Members.

Section 9.7. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; provided, however, that a resolution of the Board of Directors shall not be necessary for disbursements made in the ordinary course of business conducted within the limits of a budget adopted by the Board.

Section 9.8. Master Association Representative(s). The Master Association Representative(s) shall represent the subdivision as Class A Members of the Master Association.

Section 9.9. Bookkeeping. The Treasurer shall keep proper books of account and cause a statement of account of the Association's books to be made at the completion of each fiscal year. He shall prepare the annual budgets and an annual balance sheet statement, and the budget and balance sheet statement shall be presented to the membership at its regular annual meeting.

ARTICLE X

COMMITTEES

Section 10.1. Standing Committees. Each standing committee shall consist of a chairman and two (2) or more Members and shall include a Member of the Board of Directors. The standing committees shall be appointed by the Board of Directors immediately after each annual meeting to serve until the close of the next annual meeting.

Section 10.2. Executive Committee. The Board of Directors shall have the power to appoint an executive committee from among its membership and may delegate to any such executive committee any of its powers, duties and functions.

Section 10.3. Review of Complaints. It shall be the duty of each committee to receive complaints from Members on any matter involving Association functions, duties and activities in its field of responsibility. It shall dispose of such complaints as it deems appropriate or refer them to the Board of Directors.

ARTICLE XI

MEETINGS OF MEMBERS

Section 11.1. Annual Meeting. Until the Class B membership terminates, as provided in Article V of the Articles of Incorporation, the regular annual meeting of the Class B Member shall be on the anniversary date of the date of incorporation of the Association, or within two (2) weeks thereafter, at a time and place to be agreed upon by the Class B member. Until the time at which the Class B membership terminates, there shall be no annual meeting of the Class A membership.

The first annual meeting of the Class A Members shall be held within sixty (60) days after the termination of the Class B membership. Thereafter, the regular annual meeting of the Class A Members shall be held at 8:00 p.m. on the first Thursday in March of each year (beginning the year in which said meeting date is more than twelve (12) months following the initial meeting); provided, however, if the day is a legal holiday, the meeting shall be held at the same hour on the following Thursday. The place of the annual meetings shall be determined by the Board of Directors.

Section 11.2. Special Meetings. Special meetings of Members may be called at any time by the President, the Vice President, the Secretary or the Treasurer, or by any two (2) or more Members of the Board of Directors. In addition, special meetings of Class A Members may be called upon the written request of the Class A Members who have the right to cast one-fourth (1/4) of the total votes entitled to be cast under the provisions of Article V of the Articles of Incorporation at the time such written request is made.

Section 11.3. Notice. Notice of meetings of Members shall be given to the Class A Members by the Secretary either personally or by sending a copy of the notice through the mail, postage thereon fully prepaid, to his address appearing on the books of the Association. Each Member shall register his address with the Secretary within twenty (20) days after he acquires title to the Lot, and notices of meetings shall be mailed to him at such address. Notice of any regular or special meeting shall be mailed at least

ten (10) days in advance of the meeting, and shall set forth in general the nature of the business to be transacted.

Section 11.4. Quorum. The presence at the meetings of Members entitled to cast, or of proxies entitled to cast, one-fifth (1/5) of the vote of the class of membership so meeting shall constitute a quorum for any actions governed by these By-Laws, unless it is provided otherwise in the Declaration of the Articles of Incorporation or elsewhere in these By-Laws.

ARTICLE XII

PROXIES

Section 12.1. Form of Vote. At all meeting of Members, each Member entitled to vote may vote in person or by proxy.

Section 12.2. Proxies. All proxies shall be in writing filed with the Secretary of the Association. No proxy shall extend beyond a period of twelve (12) months, and every proxy shall automatically cease if the person granting the proxy ceases to be a Member. No one person may hold more than five (5) proxies.

ARTICLE XIII

INSPECTION OF BOOKS AND PAPERS

The bookkeeping records of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Member.

ARTICLE XIV

PARLIAMENTARY RULE

Roberts Rules of Order (latest edition) shall govern the conduct of the Association proceedings when not in conflict with the Covenants or the Articles of Incorporation.

ARTICLE XV

AMENDMENTS

Until the time at which the Class B membership terminates and the Class A membership is entitled to full voting privileges, as provided for in Article V of the Articles of Incorporation, these By-Laws may be amended upon a majority vote of the Board of Directors. After such time as the Class A Members shall be entitled to full voting privileges, these By-Laws may be amended by two-thirds (2/3) of the Members of the Association entitled to vote.

ARTICLE XVI

CONFLICTS

In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control, and in the case of any conflict between the Covenants and these By-Laws, the Covenants shall control.

IN WITNESS WHEREOF, we, being all of the Directors of THE GLENS AT COUNTRY CREEK, INC., have hereunto set our hands and seals this 4th day of January, 1989.

Signed, sealed and delivered in the presence of:

[Signature]
Michael Amock

(SEAL)
[Signature] Haute

[Signature]
Michael Amock

(SEAL)
Bill Mead

[Signature]
Michael Amock

(SEAL)
Robert Becker

[Signature]
Michael Amock

(SEAL)
Linda Jane Wynn

[Signature]
Michael Amock

(SEAL)
Paul A. Valant

[Signature]
Michael Amock

(SEAL)
William McQuinn

[Signature]

(SEAL)

(SEAL)

(SEAL)

GENERAL RECORDS
BOOK PAGE
2045 0577
SEVINGALE CO. FL.

CERTIFICATION

I, the undersigned, do hereby certify:

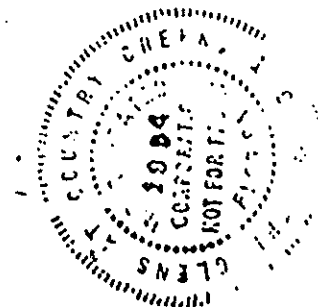
That I am the duly elected and acting Secretary of THE GLENS AT COUNTRY CREEK, INC. (a Florida not-for-profit corporation); and

That the foregoing By-Laws constitute the amended By-Laws of said corporation, as duly adopted by the Board of Directors.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said corporation this 4th day of January, 1989.

Lynell Jane Cooper
SECRETARY

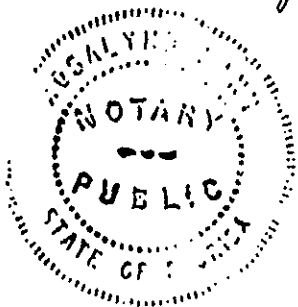
CORPORATE SEAL



*Signed before me 1/31/89
Winter Park, Florida 32789*

Rosalyn Mann

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EX. NO. 201430
BONDED THRU GENERAL INS. CO.



MOTION

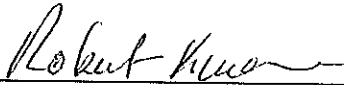
Taylor & Carls, P.A. (T&C) is hereby authorized and directed to collect unpaid assessments on behalf of The Glens At Country Creek, Inc. (hereinafter "The Glens") which is a homeowners' association as defined by Chapter 720, Florida Statutes, and Country Creek Master Association, Inc. (hereinafter "Master Association") which is a homeowners' association as defined by Chapter 720, Florida Statutes. This collection shall be by consolidating the collection of the assessments into one collection case and shall be pursuant to the following terms and conditions:

1. All unpaid assessments and fees that are collected for both The Glens and the Master Association by way of this foreclosure action shall be of equal legal status and priority with each other.
2. All assessment liens on the Property for both The Glens and the Master Association shall be of equal status with each other notwithstanding the relative recording dates.
3. All money collected by T&C as a result of its collection and foreclosure efforts against the Property shall be distributed to The Glens and the Master Association in the same percentages that the two unpaid amounts bear to each other at the time of disbursement. For example, if The Glens is owed \$500.00 and the Master Association is owed \$1000.00, then each dollar collected will be distributed 1/3 to The Glens and 2/3 to the Master Association.
4. Notwithstanding the amounts owed to The Glens and the Master Association, each such association shall be responsible for one half of the total collection costs and fees.
5. Because T&C will be collecting assessments for both The Glens and the Master Association, the fees to be charged and paid will be those reflected on attached Schedule "1", which fees are 1 ½ times the rate charged for a single association collection matter. This results in a 25% savings to each association.
6. From and after the date that this case is sent to T&C for action, and until the case is fully completed, it is agreed that T&C will be the only party that may prepare and record any further liens against the Property on behalf of The Glens and the Master Association .
7. If either The Glens or the Master Association sends a case to T&C, then the other Association must also send the case to T&C at the same time, if any assessments are unpaid to the other association at that time. If a case is sent to T&C at a time that assessments are only unpaid to one of the associations,

during the pendency of the proceeding assessments become delinquent as to the other association, it is agreed that T&C will amend the process at that time to include the other association and continue as provided elsewhere herein.

8. If the collection process results in the subject unit being sold at a foreclosure sale, if authorized by both associations, T&C will bid for the property on behalf of both Associations and if they are the successful bidder, they will take title to the property as tenants in common in the same percentages that the two unpaid amounts bear to each other. For example, if The Glens is owed \$500.00 and the Master Association is owed \$1,000.00, then The Glens would own a 1/3 undivided interest in the Property and the Master Association would own a 2/3 undivided interest in the Property. Both associations agree to comply with general law relating to the ownership of real property as tenants in common.
9. If an irreconcilable conflict arises between The Glens and the Master Association as to any facet of the collection process (e.g. whether to accept a reduced amount of assessments, to bid at the foreclosure sale), then T&C shall withdraw from this case and the two associations will be required to pay to T&C all attorneys fees and costs incurred to that date.
10. This motion will only be valid if the Master Association approves a motion that is identical in terms to those terms contained herein.

This Motion was duly adopted by
the Board of Directors at a
legally called meeting held on
7/19/11, 2011.



President,
The Glens At Country Creek, Inc.

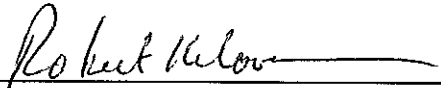
**RESOLUTION OF THE BOARD OF DIRECTORS OF
The Glens at Country Creek, Inc.**

WHEREAS, the Board of Directors, Declarant of THE GLENS AT COUNTRY CREEK, INC., determined that it was in the best interest of the Association to proceed as co-plaintiffs with COUNTRY CREEK MASTER ASSOCIATION, INC. in all mutual foreclosure proceedings; and,

WHEREAS, Article VII of the ARTICLES OF INCORPORATION of THE GLENS AT COUNTRY CREEK, INC. empowers the Board of Directors to exercise all of the powers, privileges and duties as set forth in the Declaration;

NOW THEREFORE, BE IT RESOLVED by the Board of Directors of THE GLENS AT COUNTRY CREEK, INC., that the Motion attached hereto as Exhibit "A" is hereby approved by the Board of Directors.

PASSED AND ADOPTED at a meeting of Board of Directors of THE GLENS AT COUNTRY CREEK, INC., this 19 day of July, 2011.



President

ATTEST:



Secretary

Gcc001 res1 joint foreclosure