

Return To  
Jackie Dean  
P.O. Box 640482  
Beverly Hills, FL 34464

Prepared by Elaine Boszak  
Reviewed by Keven Dixon, AA  
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*Amended and Restated*

**DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS**

**FOR**

**THE GLEN HOMEOWNERS ASSOCIATION OF CITRUS COUNTY INC.  
PO Box 640482, Beverly Hills, FL 34464  
Website: www.OwnersPOA.com**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions for the Glen is adopted this *29<sup>th</sup>* day of *October* 20*14* by The Glen Homeowners Association of Citrus County Inc., a Florida not-for-profit corporation. ("Association"), and the Members thereof.

**WITNESSETH:**

**WHEREAS**, THE GLEN Subdivision was originally developed by Rizco Inc., and,

**WHEREAS**, THE GLEN, is to be used for fee simple multi-family residences, with common areas for recreation and other needs; and consists of the following described real property: See Exhibit "A" attached hereto. Said Property shall hereafter be referred to as "Land".

**WHEREAS**, the Land is subject to the Declaration of Covenants, Conditions and Restrictions for The Glen Restrictions recorded in Official Record Book 709, Pages 1584-1604 Public Records of Citrus County, Florida: and,

**WHEREAS**, pursuant to the Restrictions, The Glen Homeowners Association of Citrus County Inc., (Association), was formed; and,

**WHEREAS**, subsequent to the original recording of the Restrictions, the Restrictions have been amended several times, said amendments being recorded in Official Records Book 1361, Page 0652, Official Records Book 1512, Page 1944, Official Records Book 2115, Page 351, and,

**WHEREAS**, Rizco Inc. no longer holds title to any property within the Land; and,

**WHEREAS**, the Association, through its members, desires to amend and restate the Restrictions; and,

**WHEREAS**, it is the Association's intention that the Land continue to be subject to the Restrictions, as amended and restated herein.

**NOW THEREFORE**, the Association declares that the Land shall be held and conveyed subject to the following covenants and restrictions which shall run with the land.

## ARTICLE I – DEFINITIONS

### Section 1.01:

The following words and terms, when used in this Declaration (unless the context shall prohibit or clearly indicate otherwise), shall have the following meanings:

- (a) “Architectural Control Committee” shall mean and refer to the committee defined and established in Article VII herein.
- (b) “Articles of Incorporation” shall mean and refer to the Articles of Incorporation of the Association, as same may be amended from time to time.
- (c) “Association” shall mean and refer to THE GLEN HOMEOWNERS ASSOCIATION OF CITRUS COUNTY, INC., a Florida nonprofit corporation, together with its successors, legal representatives and assigns.
- (d) “Board” or “Board of Directors” shall mean and refer to the Board of Directors of the Association.
- (e) “Building” shall mean and refer to a structure erected on the Land and any Units contained within such structure.
- (f) “Bylaws” shall mean and refer to the Bylaws of the Association, as same may be amended from time to time.
- (g) “Common Area” shall mean all of that property owned or to be owned by the Association for the common use and enjoyment of members of the Association, which shall include, but not be limited to, all open space, recreation areas, drainage areas, detention and retention ponds, roads, streets, curbs, storm sewers and entrance area depicted on the plat that are not within a residential lot or dedicated.
- (h) “Covenants” shall mean and refer to the covenants, restrictions, easements, affirmative obligations, charges and liens created and imposed by this Declaration.
- (i) “Declaration” shall mean and refer to this Declaration, together with any supplements or amendments hereto.
- (j) “Development” shall mean THE GLEN located in Citrus County, Florida, and on the real property described in Exhibit “A” attached hereto.
- (k) “Dwelling” shall mean and refer to a single family attached residence located on a Lot.
- (l) “Institutional Lender” shall mean and refer to the holder of a first mortgage encumbering a Lot, which holder in the ordinary course of business makes, purchases, guarantees or insures residential mortgage loans, whether construction or permanent, and which holder is not the Owner of the Lot and is not owned or controlled by the Owner. An Institutional Lender may include, but is not limited to, a bank, savings and

loan association, insurance company, real estate mortgage investment trust, pension or profit sharing plan, mortgage company, the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, an agency of the United States or any other governmental authority, or any other similar type of lender generally recognized as an institutional-type lender.

- (m) "Land" shall mean and refer to all of the lands and improvements described in Exhibit "A" and any additions or amendments thereto.
- (n) "Lot" shall mean and refer to any area of real property designated as such on a recorded Plat or conveyed by the Developer to an Owner, whether or not said Lot is improved with a dwelling Unit, and a Lot may include any portion or portions of any other Lots as such are designated and described on a Plat. The word "Lot" may, when the context so requires, be used interchangeably herein with the word "Unit".
- (o) "Member" shall mean and refer to those Owners entitled to membership as set forth in Article IX.
- (p) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is part of the "Land"
- (q) "Plat" shall mean and refer to any recorded or unrecorded subdivision map or maps of all or a portion of the Land.
- (r) "Properties" shall have the meaning and reference as defined in Section 4.01 herein.
- (s) "Regulations" shall mean and refer to any rules or regulations respecting the use of the Land that have been adopted by the Association from time to time in accordance with its Articles of Incorporation and Bylaws.
- (t) "Unit" shall mean and refer to a single family attached dwelling Unit situated upon the Land. The word "Unit" may, when the context requires, be used interchangeably herein with the word "Lot."

## ARTICLE II RESTRICTIONS

### Section 2.01 – Lots.

The Lots and Units shall be used for residential purposes only. No structure shall be erected or permitted to remain on any Lot on the Land other than the Unit. No buildings or other improvements at any time situate on any Lot shall be used for any business, commercial, amusement, hospital, sanitarium, school, clubhouse, religious, charitable, philanthropic or manufacturing purposes, or as a

professional office, and no billboards or advertising signs of any kind shall be erected or displayed thereon, except such signs as are permitted elsewhere in these Covenants.

**RENTAL PROVISION:** *The owners shall have the right to lease his or her Lot or Unit, subject to the rules and regulations of the Association and these Declarations, as amended from time to time. All tenants shall be supplied with a copy of the Declaration of Covenants, Conditions and Restrictions.*

*The owner of any Lot or Unit may lease the same subject to Board approval. The primary lessee of any lease must be at least 55 years old. All rentals shall be limited to an occupancy of 4 adults and a maximum of 2 automobiles. All leases, and all renewals of such agreements, shall be first submitted to the Board of Directors for approval or disapproval along with a Fifty Dollar (\$50.00) processing fee. The Association reserves the right to reject any application in its discretion. No Unit may be rented for less than six (6) months. If the Association finds during the term of any such lease that the Lessee has violated the rules and regulations of the Association or the terms and provisions of the Declaration or other documents governing the Glen, or that the Lessee has otherwise been the cause of a nuisance or annoyance to the residents of The Glen, then the Association may so notify Lessor of its disapproval of that Lessee in writing, and that Lessor shall be precluded from extending the lease to that Lessee without the written approval of the Association.*

*The lot Owner shall be responsible for the conduct of the tenants and any violations of the governing documents resulting from their occupancy. Insurance on the unit must reflect it as a rental unit, and submitted as required in the Declaration of Covenants, Conditions, and Restrictions. If tenants fail to comply with the Covenants, Conditions, and Restrictions after notification of violation of both tenant and lot Owner, a fine of up to \$50.00 per day until the violation is corrected may be imposed on the lot Owner.*

### **Section 2.02 – Vehicular Parking.**

No vehicle shall be parked on any part of this Development, except in driveways and in garages or designated parking areas. No vehicles may park on paved streets. No commercial vehicles (which is hereby defined to be a vehicle with commercial equipment or commercial lettering exposed in or upon the vehicle), except those present on business, and no trailers, boats, trucks, campers, vans, mobile homes, recreational vehicles or motorcycles may be parked in the Development, except in garages. This does not preclude the short-term, temporary (less than 24 hours) parking of recreational vehicles, travel trailers, or the like for the purposes of packing and unpacking of the vehicle. Trucks and vans which are used primarily for personal, passenger use, rather than commercial, as defined above, are not subject to the previous sentence. Maximum 2 vehicles per household.

### **Section 2.03 –Unit Plates and Mailboxes.**

No mailbox or paper-box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected or located on any Lot or any street. Common mailboxes are to be provided in a location to be determined by the Association, handicapped owners excepted as provided by the post office. A plate showing the number of the residence shall be placed on each Lot.

**Section 2.04 – Signs.**

Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any Lot, except “For Sale” or “For Rent” signs, or temporary Yard Sale signs, (two days only), and a reasonably sized security sign provided by a contractor which signs may refer only to the particular Lot on which displayed, and shall not exceed thirty-six inches by twenty-four inches. The Association may enter upon any Lot and summarily remove and destroy any signs which do not meet the provisions of this section.

**Section 2.05 – Aerials.**

No exterior radio or television mast, tower, pole, wire, aerial, antenna, ~~disc, dish~~ or appurtenances thereto, nor any other exterior or electronic or electric equipment, structures, devices or wires of any kind shall be installed or maintained on the exterior of any Unit or on any other portion of any Lot.

**Section 2.06 – Electrical Interference.**

No electrical machinery, devices or apparatus of any sort shall be used or maintained in any Unit which causes interference with the television or radio reception of any other Units.

**Section 2.07 – Animals.**

No horses, mules, ponies, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons, pheasants, game birds, game fowl, poultry, guineas or exotic pets shall be kept, permitted, raised or maintained on any Lot, except as permitted in this Section. Household pets weighing less than twenty (20) pounds may be kept indoors on a single Lot for the pleasure and use of the occupants, but not for any commercial or breeding use or purpose, except that if any of such permitted animals shall, in the sole and exclusive opinion of the Association, become dangerous or an annoyance or nuisance in the neighborhood or nearby property or destructive of wildlife, they may not thereafter be kept in or on the Lot-Unit. The number of household pets may not exceed two (2) per Unit. All owners must pick up after their pets. All animals shall be maintained on a leash while outside the unit. No animals shall be allowed to run unsupervised at any time or disturb fellow Lot Owners with excessive barking or other noises.

**Section 2.08 – Nuisances.**

No illegal, noxious or offensive activity shall be permitted or carried on on any part of the Land, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material, or other refuse shall be deposited or allowed to accumulate or remain on any part neither of the Land, nor upon any land or lands contiguous thereto. No fires for the burning of trash, leaves, clippings or other debris or refuse shall be permitted on any part of the Land.

**Section 2.09 – Replatting.**

The Lots shall not be resubdivided or replatted.

**Section 2.10 – Clotheslines and Solar Collectors.**

The only clotheslines which shall be permitted on any Lot are of the umbrella type which shall only be used during daylight hours and shall be stored indoors when not in use. Such clotheslines shall be approved both as to style and location by the Architectural Control Committee. No clothing, bedding, or other similar items shall be hung over any wall, tree or railing. Solar collectors or other energy devices based on renewable resources are permitted.

**Section 2.11 – Exterior Alteration.**

No Lot-Unit Owner may change, touch up or modify the exterior of any improvements on any Lot, including exterior painting located within a porch area, without the prior written consent of the Architectural Control Committee.

**Section 2.12 – Mining.**

No oil or natural gas drilling, refining, quarrying or mining operations of any kind shall be permitted upon any Lot 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; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any Lot.

**Section 2.13 – Casualties.**

In the event a Unit or any part thereof is damaged or destroyed by casualty or otherwise, or in the event any improvements upon the Common Area are damaged or destroyed by casualty or otherwise, the Owner thereof or the Association, as the case may be, shall promptly clear all debris resulting therefrom; commence either to rebuild or repair the damaged improvements in accordance with the terms and provisions of the Declaration, or in the case of the Common Area, to grass over and landscape the land previously underlying the improvements in a manner consistent with the surrounding area.

**Section 2.14 – Reconstruction.**

Any repair, rebuilding or reconstruction on account of casualty or other damage to any Unit or Common Area, or any part or parts thereof, shall be substantially in accordance with the plans and specifications for such property and areas as originally constructed or with new plans and specifications approved by the Board or Architectural Control Committee.

**Section 2.15 – Street Lighting.**

All Lots in the Development may in the future be within a street lighting district pursuant to which lighting services to be provided and taxes or assessments therefore levied in accordance with applicable governmental ordinances, rules and regulations, now or hereafter in effect.

**Section 2.16 – Windows, Doors and Screens.**

All windows of a Unit shall be covered on the interior of said Unit by blinds, shades, drapes or other appropriate window coverings, and shall not be covered with sheets, bedspreads, newspaper, foil or any other non-approved substance.

**Section 2.17 – Ordinances.**

Every Owner, their licensees, guests, invitees and tenants shall at all times abide by all county or other governmental ordinances, including, but not limited to, ordinances with regard to pets and leases, parking ordinances, and ordinances regarding conduct.

**Section 2.18 – Refuse Collection.**

All trash, garbage, or other refuse shall be maintained within the Unit and shall not be placed for pickup until the morning of pickup, and the containers shall be returned with the Unit on the same day of pickup. All trash and garbage must be placed in garbage bags for collection, no larger than 35 gallon bags. Bags may be placed in containers. Limit 3 bags per residence.

**Section 2.19 – Fences, Walls and Hedges.**

There shall be no fences, walls, or hedges within the Development unless they are approved by the Architectural Control Committee.

**Section 2.20 – Garage Doors.**

Garage doors shall remain closed at all times, except when in operation, and no pedestrian door shall be built into the garage door. Garages shall not be converted into screened or paneled enclosures.

**Section 2.21 – Swimming Pools.**

There shall be no swimming pools permitted on a Lot within the Development.  
Hot tubs with written prior approval of the Board of Directors.

**Section 2.22 – Miscellaneous.**

There shall be no wells or septic tanks permitted within the Development. There shall be no burning of leaves on any Lot within the Development. There shall be no window air conditioning or heating unit permitted on a Lot within the Development. There shall be no basketball backboard or basketball hoop permitted on any Lot within the Development. Flagpoles are limited to 21', must be properly maintained, size of flag limited to no larger than 3' by 5', and used for the American Flag only.

**ARTICLE III – LIABILITY INSURANCE**

The Board of Directors of the Association shall obtain liability insurance in such amounts as the Board of Directors may determine from time to time for the purpose of providing liability insurance

coverage for the Common Area. The Board of Directors shall collect and enforce payment of a share of the premium for such insurance from each Lot Owner as part of the annual assessment. Each individual Lot Owner shall be responsible for purchasing liability insurance for accidents occurring on or within his Lot-Unit.

#### ARTICLE IV – CASUALTY INSURANCE

##### Section 4.01 – Insurance.

In order to insure that adequate funds are available to insure that reconstruction, rebuilding or repairing of Units is effected promptly and properly in accordance with the Declaration, each Owner shall purchase fire and extended coverage insurance, insuring his *Home/Unit* (property) for its full insurable value, which insurance shall include public liability and shall be charged to and paid by the Owner obtaining the same, and flood insurance, if determined by the Board of Directors to be required. All Owners shall be required to keep said coverage continuously in force and shall furnish to the Association a certificate of such coverage and whatever else reasonably may be required to satisfy the Association that such coverage is in full force and effect. *Homeowners coverage for a single family residence is required.*

In the event that any Owner fails or refuses to provide such insurance coverage for his Unit in accordance with the provisions hereof, *then the Association may, at its option, fine the owner for failure to comply, as provided by State Statute 720.*

The Board of Directors of the Association shall provide public liability insurance covering the Common Area in such amount as may be determined at the discretion of the Board of Directors from time to time. The Board of Directors may also provide workmen's compensation insurance and fidelity bonds on such officers and employees and in such amounts as may be determined by the Board of Directors as necessary from time to time.

- (a) Mandatory Repair. Unless there occurs substantial damage or destruction to all or a substantial part of the Properties, as hereinafter defined, and subject to the provisions hereinafter provided, the Association and the Lot Owners shall repair, replace and rebuild the damage caused by casualty loss, which shall be borne by the Lot Owners in the same manner in which common expenses of the Association are shared;
- (b) Determination of Damage and Use of Proceeds. Immediately after casualty damage to any part of the Properties, the Board of Directors shall obtain reliable and detailed estimates of the cost necessary to repair and replace the damaged Properties to a condition as good as the condition existed prior to the casualty loss, provided that if the casualty causing damage is limited to a single Lot, then it shall be the responsibility of the Owner of that Lot to obtain estimates of the cost of replacement as aforesaid. If the net proceeds of insurance are insufficient to pay the estimated cost of reconstruction and repair, the Board of Directors shall promptly, upon determination of deficiency, levy a special assessment against all Lot Owners for that portion of the deficiency related to the Common Area and against the individual Lot Owners for that portion of the deficiency related to the individual damaged Lots; provided, however, that if, in the opinion of the Board of Directors, it is impossible to accurately and adequately determine the portion of the deficiency relating to



individual damaged Lots. The Board of Directors shall levy the special assessment for the total deficiency against each of the Lot Owners according to the manner in which common expenses of the Association are shared.

- (c) Unless there occurs substantial damage to or destruction of all of a substantial portion of the Properties, and the Lot Owners fail to elect to rebuild and repair, the proceeds collected from the insurance carrier and the funds collected by the Board of Directors from any assessment shall be disbursed to repair and replace any damage or destruction of property, and any balance remaining shall be disbursed to Lot Owners and their mortgagees, as their interests may appear;
- (d) Total Destruction. As used in this Declaration, total destruction or substantial damage to or destruction of all or a substantial portion of the Properties, shall mean:
1. With respect to all Lots, that two-thirds (2/3) or more of all Lots are or have been rendered untenable by casualty loss or damage; or
  2. With respect to individual Lots, if two-thirds (2/3) or more of the Units in a distinct and separate residential Building are or have been rendered untenable by such casualty loss or damage.

Should there occur substantial damage to or destruction of all or a substantial part of the Properties, the improvements on the Properties shall not be reconstructed unless a majority of all Lot Owners shall agree thereto in writing, within sixty (60) days after casualty loss or damage occurs. Should the substantial damage or destruction occur to less than two-thirds (2/3) of all Building Lots, then such Buildings experiencing such degree of damage or casualty loss shall nevertheless be reconstructed if three-fourths (3/4) of the Lot Owners owning Lots so damaged or destroyed shall agree to such reconstruction, in writing, within ninety (90) days after the casualty loss or damage occurs. In any such event, should reconstruction not be approved as aforesaid, the Association's Board of Directors is authorized to pay proceeds of the insurance to the Lot Owners and their mortgagees as their interests may appear. The determination not to reconstruct after casualty shall be evidenced by a certificate, signed by one of the officers of the Association, stating that the decision period has elapsed and that the Association has not received the necessary writings from the required number of Owners;

- (e) Association as Attorney in Fact. The Association is hereby irrevocably appointed Attorney in Fact for each Lot Owner to adjust all claims arising under insurance policies purchased by the Association and to execute releases thereof;
- (f) Repair and Reconstruction. Notwithstanding anything contained herein to the contrary in prior sections, each separate and distinct Building shall, for the purposes of reconstruction and repair in the event of casualty loss, be treated as if the same were the only Building in the Properties, to the effect that:
1. All insurance proceeds reasonably attributable to the damage or destruction to one such building shall be first used for the reconstruction and repair of that Building, to the extent the proceeds are sufficient; and, in the event that such

- proceeds are not sufficient, the Lot Owners in that Building alone shall be assessed equally for any deficiency or insufficiency in the funds necessary to reconstruct or repair as contemplated.
2. In the event that there shall be insurance proceeds in excess of the cost of reconstruction and repair of casualty loss to a given separate and distinct Building, then the Board of Directors shall equally distribute and pay over any such excess to the Unit Owners and their respective mortgagees as their interests may appear, in that separate and distinct Building suffering such loss or damage.
  3. In the event there shall occur to a separate and distinct Building the degree of damage or destruction described in Section 4 (b), but the Properties as a whole shall not have experienced a degree of damage, destruction or loss as set forth in Section 4 (a), and the Building suffering such damage or destruction shall have failed to elect to be repaired or reconstructed in accordance with the provisions of said Section, then the insurance proceeds reasonably attributable to that separate and distinct Building shall be distributed equally to the Lot Owners in that Building and to their mortgagees as their interests may appear.
  4. Any reconstruction or repair shall be performed substantially to the same design, plan and specification as originally built, unless the Owners of two-thirds (2/3) of the Lots so affected and the Architectural Control Committee agree to deviation from the original design, plan and specification;

## ARTICLE V – UTILITIES

### Section 5.01 – Easements.

The Association hereby reserves and is given a perpetual, assignable, alienable and releasable easement, privilege and right on, over, under and through the Lot and Common Area to erect, maintain and use electric and telephone poles, wires, cables, conduits, water mains, sprinkler systems, drainage lines, or drainage ditches, detention/retention ponds, sewers and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission and use of electricity, central television antenna, security systems, telephone, gas, lighting, heating, water, drainage, storm water run-off, sewage and other convenience or utilities on, in, over and under all of the easements shown on or referred to in a plat of the Land (whether such easements are shown on the Plat to be for drainage, utilities or other purposes) and on, in, over and under each Lot or Common Area shown on the Plat, and under any Unit located on a Lot. The Association shall have the unrestricted and sole right and power of alienating, encumbering and releasing the privileges, easements and rights referred to in this Section 5.01. The Owners of the Lot or Lots, subject to the privileges, rights and easements referred to in this Section 5.01, shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, valves, lines or other equipment or facilities placed on, in, over or under the property which is subject to said privileges, rights and easements. All such easements, including those designated on the Plat, are and shall remain private easements and the sole and exclusive property of the Association and its grantees, legal representatives, successors and assigns.

## ARTICLE VI – PROPERTY RIGHTS

### Section 6.01 – Owners’ Easements of Enjoyment.

Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the rights of the Association reserved by Section 5.01 and subject to the following provisions:

- (a) The right of the Association to levy annual and special assessments and to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area.
- (b) The right of the Association to suspend the voting rights and right to use the recreational facilities by a Member for any period during which any assessment against his Lot or living unit remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations. Assessments shall continue during any suspension period.
- (c) The right of the Association to dedicate or transfer all or any part of the Common Area to any public authority, agency or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of members agreeing to such dedication or transfer has been recorded.
- (d) The right of the Association, in accordance with its Articles and its Bylaws, to borrow money for the purpose of improving or increasing the Common Area and in aid thereof with the assent of two-thirds (2/3) of members to mortgage said Properties. Said mortgage shall be subordinate to the Members’ rights as provided hereinafter. In the event of a default upon any such mortgage, the Lender’s rights hereunder shall be limited to a right, after taking possession of such area, to charge admission and other fees as a condition to continued enjoyment by the members and, if necessary, to open the enjoyment of such area to a wider public until the mortgage debt is satisfied, whereupon the possession of such area shall be returned to the Association and all rights of the members hereunder shall be fully restored; provided that under no circumstances shall the rights of the members of ingress, egress and parking be affected.
- (e) It is the right of the Association to take such steps as are reasonably necessary to protect the Common Area against an attempted foreclosure.

### Section 6.02 – Reciprocal Easements.

There shall be reciprocal appurtenant easements between each Lot and such portion or portions of the Common Area adjacent thereto, or between adjacent Lots, or both, for the maintenance, repair and reconstruction of any party wall or walls, as provided in Article VIII of this Declaration; for lateral and subjacent support; for electrical, plumbing, sewer, telephone,

drainage and other convenience or utility serving more than one Lot; for overhanging roofs and eaves installed by Developer and for replacements thereof; and for encroachments caused by the unwillful construction, reconstruction, repair, settling or shifting of any improvements constructed, reconstructed or altered thereon in accordance with the terms of this Declaration. To the extent not inconsistent with the terms of this Declaration, the applicable law of the State of Florida shall apply to the foregoing easements. The extent of said easements for lateral and subjacent support and for overhangs shall be that reasonably necessary to effectuate the purposes thereof; and said easements of encroachment shall extend to a distance of not more than five (5) feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point. Notwithstanding the foregoing, in no event shall there be any easement for overhangs or encroachment if the same is caused by willful misconduct on the part of an Owner, tenant or the Association. There shall be reciprocal appurtenant easements for pedestrian ingress and egress across sidewalks or pathways that may be located on and connecting individual Lots. Notwithstanding anything contained herein to the contrary, should electrical, plumbing, sewer, telephone, cable or other utility service to a Lot cross through or under another Lot (servient Lot) and be in need of repair or replacement, then said repair or replacement shall not occur in the easement in the servient Lot if said repair or replacement would in any way damage or interfere with the use and enjoyment of the improvements erected on said servient Lot. In such event, the utility service shall be relocated in the common area.

**Section 6.03 – Title to Common area.**

Title to the Common Area shall be held by the Association.

**Section 6.04 – Delegation of Use.**

Any member may delegate his right of enjoyment to the Common Area and facilities to the members of his family, to his guests, to his lessees and to his contract purchasers, subject to such rules and regulations as the Board of Directors may from time to time adopt; provided, however, that there shall be no abrogation of the duty of any member to pay assessments as provided in Article X.

**ARTICLE VII – ARCHITECTURAL CONTROL**

**Section 7.01 – Architectural Control Committee.**

The Board shall appoint, as needed, an Architectural Control Committee, which shall be composed of three (3) or more persons appointed by the Board, or, in the Board's discretion, the Board may constitute itself the Architectural Control Committee (hereinafter sometimes referred to as the "Committee"). No member of the Committee shall be entitled to compensation for services performed; but the Committee may employ independent professional advisors and allow reasonable compensation to such advisors from Association funds. The Architectural Control Committee shall have full power to regulate all exterior changes to the Land, Lot or Unit in the manner hereinafter provided.

**Section 7.02 – Committee Authority.**

No exterior additions or alterations to any Unit in the Development, additional fences or changes in existing fences, trees, hedges, lawns, plants, shrubs, natural areas, natural flora and fauna, vegetation, walls, walkways and other structures shall be commenced, erected or maintained, except such as are installed or improved by the Developer in connection with the initial construction of the buildings and improvements within the Development until the same is approved by the Architectural Control Committee. The Committee shall have full authority to regulate, in accordance with the terms and provisions of this Declaration, the use and appearance of the exterior of the Units to assure harmony of external design and location in relation to surrounding buildings and topography and to protect and conserve the value and desirability of the Land as a residential community. The power to regulate shall include the power to prohibit those exterior uses or activities deemed inconsistent with the provisions of this Declaration, or contrary to the best interests of the Association in maintaining the value and desirability of the Land as a residential community, or both. The Committee shall have authority to adopt, promulgate, rescind, amend and revise rules and regulations in connection with the foregoing; provided, however, such rules and regulations shall be consistent with the provisions of this Declaration; and, if the Board has not constituted itself as the Committee, such rules and regulations shall be approved by the Board prior to the same taking effect. Violations of the Committee's rules and regulations shall be enforced by the Board, unless such enforcement authority is delegated to the Committee by resolution of the Board.

**Section 7.03 – Committee Approval.**

Without limitation of the foregoing, no changes, alterations, additions, reconstruction or attachments of any nature whatsoever shall be made to a Lot (except as to the interior of a Unit), including that portion of any Lot not actually occupied by the Unit, except such as are installed, improved or made by the Association, until the plans and specifications, showing the nature, kind, shape, height, materials, location, *and* shall have been submitted to, and approved by, the Committee in writing. All applications to the Committee for approval of any of the foregoing shall be accompanied by plans and specifications or such other drawings or documentation as the Committee may require. In the event the Committee fails to approve or disapprove an application within thirty (30) days after the same has been submitted to it, the Committee's approval shall be deemed to have been given. In all other events, the Committee's approval shall be in writing. If no application has been made to the Committee, suit to enjoin or remove any structure, activity, use, change, alteration or addition in violation of the prohibitions contained in this Section may be instituted at any time, and the Association or an Owner may resort immediately to any other lawful remedy for such violation.

**Section 7.04 – Procedure.**

As is set forth in Section 7.02, *supra*, the Committee may, from time to time, adopt, promulgate, rescind, amend and revise its rules and regulations governing procedure in all matters within its jurisdiction. In the event the Board does not constitute itself the Committee, then the Board, in its discretion, may provide by resolution for appeal of decisions of the Committee to the Board, subject to such limitations and procedures as the Board deems advisable. The Board or the Committee may appoint one or more persons to make preliminary review of all applications to

the Committee and report such applications to the Committee with such person's recommendations for Committee action thereon. Such preliminary review shall be subject to such regulations and limitations as the Board or the Committee deems advisable.

**Section 7.05 – Standards.**

No approval shall be given by the Board or Committee pursuant to the provisions of this Article, unless the Board or Committee, as the case may be, determines that such approval shall: (a) assure harmony of external design, materials and location in relation to surrounding buildings and topography within the Land; and (b) shall protect and conserve the value and desirability of the Land as a residential community; and (c) shall be consistent with the provisions of this Declaration; and (d) shall be in the best interests of the Association in maintaining the value and desirability of the Land as a residential community.

**ARTICLE VIII – PARTY WALLS**

**Section 8.01 – General Rules of Law to Apply.**

Each wall which is built as a part of the original construction of the Units and placed on the dividing line between the Lots shall constitute a party wall; and, to the extent not inconsistent with the provisions of this Article, the applicable case law of the State of Florida regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

**Section 8.02 – Sharing of Repair and Maintenance.**

The cost of reasonable repair and maintenance of any such party wall shall be shared by the Owners who make use of the party wall in proportion to such use.

**Section 8.03 – Destruction by Fire or Other Casualty.**

If a party wall is destroyed or damaged by fire or other casualty and such destruction or damage is not covered by insurance, any Owner who has used the party wall may restore it; and if the other Owners thereafter make use of the party wall, they shall contribute to the cost of restoration thereof in proportion to their use without prejudice, however, to the right of any such Owner to call for a larger contribution from the others under any rule or law regarding liability for negligent or willful acts or omissions.

**Section 8.04 – Weatherproofing.**

Notwithstanding any other provisions of this Article, an Owner who by his negligent or willful act causes any party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

**Section 8.05 – Right to Contribution Runs with Land.**

The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the Land and shall pass to such Owner's successors in title.

**Section 8.06 – Arbitration.**

In the event of any dispute arising concerning a party wall or under the provisions of this Article, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators and said decision shall be enforceable in any court of competent jurisdiction. Should any party refuse to appoint an arbitrator within ten (10) days after written request therefore, the Board shall select an arbitrator for the refusing party.

**ARTICLE IX – MEMBERSHIP AND VOTING RIGHTS****Section 9.01 – Members.**

Every Owner of a Lot shall be a member of the Association as designated in Section 9.02 of this Article. Membership shall be appurtenant to and may not be separated from ownership of a Lot which is subject to assessment or from occupancy of a Unit.

**Section 9.02 – Voting Rights.**

Members shall be entitled to one (1) vote for each Lot owned.

**Section 9.03 – Joint Owners.**

When more than one person holds an interest in any Lot, all such persons shall be members of the Association; provided, however, that Owners' vote shall be exercised as provided above or as all such persons among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

**ARTICLE X ASSESSMENTS****Section 10.01 – Purpose of Assessment.**

The Association shall have the authority to levy assessments against each Lot or Unit to be used exclusively to promote the recreation, health, safety and welfare of the resident in the Development and for the improvement and maintenance of the Common Area, including, but not limited to, cost of repair, replacement and additions thereto; cost of labor, equipment, materials, management and supervision thereof, the payment of taxes assessed against the Common Area; the procurement and maintenance of insurance; lawn and natural area maintenance; street maintenance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the employment of security personnel to provide services which are not readily available from any governmental authorities; the establishment of a reserve fund for future maintenance; and such other needs as may arise.

### **Section 10.02 – Creation of Lien.**

In order to carry out the purposes and obligations hereinafter stated, the Association, by action of its Board of Directors, and without approval of the members except to the extent specifically provided herein, shall have the power to levy and collect assessments in accordance with this Declaration against each Lot. Each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, shall be deemed to covenant and agree to pay to the Association: (1) monthly assessments or charges, (2) special assessments for capital improvements, (3) special assessments for emergencies as needed for purposes other than as a capital improvement, and (4) specific assessments against any particular Lot which were established pursuant to the terms of this Declaration. All such assessments, together with interest, costs and reasonable attorneys' fees, shall constitute a lien upon the Lot against which each such assessment is levied and shall run with the land, and shall take priority from the date the notice of lien for delinquent assessments is filed in the Public Records of Citrus County, which notice shall state the description of the Lot, the Owner's name, the amount due and the date due. The lien shall be prior to and superior in dignity to the creation of any homestead status and every Owner of a Lot hereby consents to the imposition of such lien prior to any homestead status until paid in full.

### **Section 10.03 – Special Assessments.**

In addition to the annual assessment authorized, the Association, through its Board of Directors, may levy in any assessment year a special assessment or assessments for capital improvement or emergency purposes, and any such assessment shall be approved by no less than two-thirds (2/3) of the members. Notwithstanding the foregoing, *any* special assessment authorized under Section 11.01 Article XI, hereof, need be approved only by the Board of Directors and not the two-thirds (2/3) vote of membership.

Written notice of any meeting called for the purpose of making the levy of a special assessment requiring approval of the membership shall be sent to all members not less than fourteen (14) days notice or more than thirty (30) days in advance of the meeting.

### **Section 10.04 – Annual Assessments.**

Annual assessments shall be determined for members by the Board of Directors of the Association prior to January 1<sup>st</sup> of each year for all assessable property by determining the sum necessary to fulfill the obligations and purpose of said assessment. Written notice of the annual assessment shall then be sent to every Lot Owner subject thereto and the due date shall be established by the Board of Directors, which may be monthly, quarterly or on an annual basis. The Association shall, upon request and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. Upon the sale of a unit, whether private or court ordered, the purchaser at or before closing shall pay any past due assessments and one month's assessment in advance to be credited to the next month's installment.



**Section 10.05 – Uniform Rate of Assessment.**

Both annual and special assessments must be fixed at a uniform rate of membership and may be collected on a monthly, quarterly or annual basis as determined by the Board.

**Section 10.06 – Commencement of Annual Assessments; Due dates.**

The annual assessments provided for herein shall commence as to each Lot when construction is completed of a Unit thereon. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The due dates for assessments shall be established by the Board of Directors of the Association.

**Section 10.07 – Remedies of the Association for Nonpayment of Assessments.**

Any assessment not paid within *sixty (60)* days after the due date shall bear interest from the due date at the maximum legal rate. *A notice of failure to pay will be sent to the owner of record, and a lien will be placed on the property if the payment is not received within 45 days from the date of this overdue notice.* The Association may bring an action at law against the Owner personally obligated to pay the same, or file a lien as hereinabove authorized and foreclose said lien by judicial foreclosure in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay the costs and expenses of filing notice of lien and all reasonable attorneys' fees, which costs, expenses and attorneys' fees shall be secured by the lien being foreclosed. The Owner shall also be required to pay the Association any assessments against the Lot which become due during the period of foreclosure. The Association shall have the right and power to bid at foreclosure sale or other legal sale and to acquire, hold, convey, lease, rent, encumber, use and otherwise deal with the Lot as Owner thereof. No Owner may waive or otherwise escape liability for the assessments provided herein by nonuse of the Common Areas. Any suit to recover money judgment for unpaid expenses and assessment hereunder shall not be deemed to be a waiver of the lien securing the same. Upon payment of all sums secured by the lien, which has been made the subject of a recorded notice of lien, a release of notice of lien shall be executed by the Association or its representative and recorded in the Public Records of Citrus County, Florida.

**Section 10.08 – Subordination of the Lien to Mortgages.**

As to the priority between a lien for assessment and a recorded first mortgage to an institutional first mortgage, any assessment lien shall be inferior and subordinate to the lien of any recorded institutional first mortgage. The sale or transfer of any Lot shall not affect the assessment lien. Any institutional mortgagee which obtains title to a Lot as a result of foreclosure of a first mortgage thereon or by voluntary conveyance in lieu of such foreclosure, shall not be liable for the assessments pertaining to such Lot or chargeable to the former Owner thereof which became due prior to the acquisition of title by said mortgagee, unless the assessments shall be secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid assessments shall be deemed a common expense of the Association and collectible from all Owners, including the acquiring mortgagee, its successor or assign. Any such transfer to or by an institutional mortgagee shall not relieve the transferee of responsibility nor the Unit

from the lien for assessments made thereafter. No sale or transfer shall release such Lot from liability for any assessment thereafter becoming due.

**Section 10.09 – Exempt Property.**

All properties dedicated to and accepted by a local public authority and all properties owned by the Association shall be exempt from assessments created herein.

**Section 10.10 – Rights of Governmental Authorities.**

In the event any municipality or other governmental authority performs the obligations of the Association for the maintenance of any facilities or land within the “development,” then said municipality or governmental authority shall have legally enforceable liens against all land and each residential Unit in the “Development” and the same enforcement rights afforded the Association.

**ARTICLE XI – MAINTENANCE OF COMMON AREAS AND LOT**

**Section 11.01.**

The responsibility for the maintenance of the Common Areas and Lots within the Development shall be as follows:

- (a) Common Areas. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management, control and maintenance of the Common Areas and all improvements thereon, and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

(b) Lots. In addition to the maintenance of the Common Area, the Association shall provide exterior maintenance upon each Lot which is subject to assessment hereunder, as follows to original construction: See addendum for list of covered maintenance items.

(c) In the event that the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful and negligent acts of its Owner, or through the willful and negligent acts of the family, guests, invitees or tenants of the Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. The Association shall have a reasonable right of access and entry upon any Unit-Lot to make the repairs and to perform the maintenance and do other work reasonably necessary for the proper operation and maintenance of the development and to fulfill its responsibilities under this Section.

## ARTICLE XII – REMEDIES

### Section 12.01 – Violations.

Whenever there shall have been built, or there shall exist on any Lot, any structure, building, thing or condition which is in violation of the Covenants, the Association shall have the right, but not the obligation, to enter upon the property where such violation exists and summarily to abate and remove the same, all at the expense of the Owner such property, which expense shall be payable by such Owner to the Association on demand, and such entry and abatement or removal shall not be deemed a trespass or make the Association liable in any way to any person, firm, corporation or other entity for any damages on account thereof.

## ARTICLE XIII – MISCELLANEOUS

### Section 13.01 – Approvals.

Wherever in the Covenants the consent or approval of the Association is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the Association. In the event the Association fails to act on any such written request within thirty (30) days after the same has been submitted to the Association as required above, the consent or approval of the Association to the particular action sought in such written request shall be conclusively and irrefutably presumed. However, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the Covenants herein contained.

### Section 13.02 – Additional Covenants.

No Owner, without the prior written approval of the Association, may impose any additional covenants or restrictions on any part of the Land shown on the Plat.

### Section 13.03 – Termination.

The Covenants, as amended and added to from time to time as provided for herein, shall, subject to the provisions hereof and unless released as herein provided be deemed to be covenants running with the Land and shall remain in full force and effect until September 1, 2011, and thereafter the Covenants shall be automatically extended for successive periods of 25 years each, unless within six months prior to September 1, 2011, or within six months preceding the end of any such successive 25 year period as the case may be, a written agreement executed by the affirmative vote of sixty-five percent (65%) of the members present, either in person, or by proxy, at a members meeting of the Association determines that the Covenants shall be terminated.

**Section 13.04 – Amendment.**

The covenants, conditions and restrictions of this Declaration may be amended by the affirmative vote of sixty-five percent (65%) of the members present, either in person or by proxy, at a members meeting of the Association, provided that not less than fourteen (14) days notice of said meeting has been given, which notice contains a full statement of the proposed amendment. Provided, further, however, in order to be effective, a majority of the members must be in attendance, either in person, or by proxy, at said meeting. Any amendment to this Declaration shall become effective upon its recording among the Public Records of Citrus County, Florida.

**Section 13.05 – Negligence.**

Any Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect, carelessness or by that of any member of his family, or by his or her guests, licensees, employees or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse or occupancy or abandonment of a Unit interest or its appurtenances.

**Section 13.06 – Enforcement.**

If any person, firm, corporation or other entity shall violate or attempt to violate any of the Covenants, it shall be lawful for the Association or any person or persons owning any Lot:

- (a) To institute and maintain civil proceedings for the recovery of damages against those so violating or attempting to violate any such covenants or restrictions; or
- (b) To institute and maintain a civil proceeding in any court of competent jurisdiction against those so violating or attempting to violate any of the Covenants for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this Section 13.08 shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of Developer, its grantees, successors or assigns, to enforce and Covenant or any other obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior to or subsequent thereto.
- (c) In any proceeding arising because of alleged failure of an owner to comply with the terms of this Declaration, its Exhibits or Regulations adopted pursuant thereto, as said documents and Regulations may be amended from time to time, the prevailing party shall be entitled to recovery the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.
- (d) The Association may levy reasonable fines or penalty for violations of the Covenants, in accordance with the Florida Statute 720-305.

**Section 13.07 – Rights of Mortgagees, Insurers and Guarantors.**

An institutional Lender shall have the following rights:

- (a) Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor, and the Unit number or address, any such holder, insurer or guarantor will be entitled to timely written notice of :
  - (1) Any condemnation loss or casualty loss which affects a material portion of the Development of any Unit-Lot on which there is an institutional first mortgage held, insured or guaranteed.
  - (2) Any delinquency in the payment of assessments or charges owed by any Owner of a Unit subject to an institutional first mortgage which remains uncured for a period of sixty (60) days.
  - (3) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

**Section 13.08 – Severability.**

The invalidation of any provision or provisions of the Covenants set forth herein by judgment of court order shall not affect or modify any of the other provisions of the Covenants which shall remain in full force and effect.

**Section 13.09 – Paragraph Headings.**

The paragraph headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning, content or interpretation hereof.

**Section 13.10 – Conflicts.**

In the case of any conflict between the Declaration, the Articles of Incorporation of the Association or the Bylaws of the Association, the Declaration shall control.

IN WITNESS WHEREOF, **The Glen Homeowners Association of Citrus County Inc., a Florida not-for-profit** corporation, by its duly authorized officer has caused this instrument to be duly executed, all as of the 29 day of October, 2014

Allen Matthews  
Allen Matthews, President

Signed and sealed in the presence of  
Witness Signature Leslie O. Ramalho Printed Leslie O. Ramalho

Witness Signature Kevin K. Dixon Printed Kevin K. Dixon

STATE OF FLORIDA       )  
COUNTY OF                )

I HEREBY CERTIFY that this day in the next above named State and County before me, an officer duly authorized and acting, personally appeared

Allen Matthews, of **The Glen Homeowners Association of Citrus County Inc.**, to me known to be the person described in and who executed the foregoing Declaration of Covenants, Conditions and Restrictions and he acknowledged then and there before me that he executed the same as such officer for the purposes therein expressed; and that he affixed thereto the official seal of said corporation; and that the said agreement is the act and deed of said corporation.

By its duly authorized officer has caused this instrument to be duly executed  
WITNESS my hand and official seal this 29 day of October, 2014.

Leslie O. Ramalho



Document Reviewed by: Keven K Dixon, PA, Esq. P.A. Date 9/5/2014

## EXHIBIT

## A

Begin at the most Easterly Corner of BEVERLY HILLS, UNIT NO. 5, according to the map or plat thereof recorded in Plat Book 9, pages 2, 3, 4 and 5, public records of Citrus County, Florida, thence N. 51° W. along the Northeasterly boundary of said plat and along the Northeasterly right-of-way line of Rose Avenue as shown on said plat a distance of 170.00 feet to a point on the Northeasterly projection of the Northwesterly right-of-way line of South Lucille Street as shown on said plat, thence N. 39° E. along said Northeasterly projection a distance of 120.00 feet, thence N. 51° W. along a line parallel to said Northeasterly right-of-way line of Rose Avenue a distance of 410 feet to a point 120 feet from, measured at a right angle to the Southeasterly right-of-way line of South Osceola Street, as shown on the plat of BEVERLY HILLS, UNIT NO. 2, according to the map or plat thereof recorded in Plat Book 4, pages 96, 97 and 98, public records of Citrus County, Florida, thence N. 39° E. along a line parallel to said Southeasterly right-of-way line of South Osceola Street a distance of 519.59 feet to a point 250 feet from, measured radially to the Southwesterly right-of-way line of Beverly Circle as recorded in Official Record, Book 238, pages 545 and 546, public records of Citrus County, Florida, said point being on a curve concaved Northeasterly having a central angle of 17° 59' 58" and a radius of 662.50 feet, thence Southeasterly along the arc of said curve and parallel to said Southwesterly right-of-way line of Beverly Circle a distance of 208.12 feet to a point (chord bearing and distance between said points being S. 37° 07' 38" E. 207.27 feet) thence N. 39° E. 50.19 feet to a point 200 feet from, measured radially to said Southwesterly right-of-way line of Beverly Circle, said point being on a curve concaved Northeasterly having a central angle of 14° 04' 26" and a radius of 612.50 feet, thence Southeasterly along the arc of said curve and parallel to said Southwesterly right-of-way line of Beverly Circle a distance of 150.45 feet to a point (chord bearing and distance between said points being S. 52° 45' 53" E. 150.07 feet), thence N. 39° E. 50.65 feet to a point 150 feet from, measured radially to said Southwesterly right-of-way line of Beverly Circle, said point being on a curve, concaved Northeasterly having a central angle of 35° 11' .1" and a radius of 562.50, feet thence Southeasterly along the arc of said curve and parallel to said Southwesterly right-of-way line of Beverly Circle a distance of 345.41 feet to the P.C. of a curve (chord bearing and distance between said points being S. 78° 10' 59" E. 340.01 feet), said point being on a curve concaved Southwesterly having a central angle of 11° 18' 54" and a radius 384.66 feet, thence Northwesterly along the arc of said curve, a distance of 75.96 feet to the P. T. of said curve (chord bearing and distance between said points being N. 13° 04' 35" W. 75.84 feet), thence N. 18° 44' 02" W. 21.03 feet to the P.C. of a curve, concaved Northwesterly having a central angle of 15° 38' 16" and a radius of 201.98 feet, thence Northwesterly along the arc of said curve a distance of 55.13 feet to a point on the Southwesterly right-of-way line of said Beverly Circle (chord bearing and distance between said points being N. 10° 54' 54" W. 54.96 feet), said point being on said Southwesterly right-of-way line of Beverly Circle and on a curve concaved Northwesterly having a central angle of 9° 10' 12" and a radius of 412.50 feet, thence Northeasterly along the arc of said curve and along said Southeasterly right-of-way line a distance of 66.02 feet to the P.C. of a curve (chord bearing and distance between said points being N. 82° 19' 08" E. 65.95 feet), said point being on a curve concaved Southwesterly having a central angle of 20° 30' 20" and a radius of 117.39 feet, thence Southeasterly along the arc of said curve a distance of 42.01 feet to the P.T. of said curve (chord bearing and distance between said points being S. 2° 00' 48" E. 41.79 feet), thence S. 8° 14' 22" W. 35.42 feet to the P.C. of a curve concaved Southeasterly having a central angle of 11° 06' 03" and a radius of 397.55 feet, thence Southwesterly along the arc of a said curve a distance of 77.02 feet to a point 150 feet from, measured radially to said Southeasterly right-of-way line of Beverly Circle (chord bearing and distance between said points being S. 2° 41' 21" W. 76.90 feet), said point being on a curve concaved Northwesterly having a central angle of 13° 12' 00" and a radius of 562.50 feet, thence Northeasterly, along the arc of said curve and parallel to said Southwesterly right-of-way line of Beverly Circle, a distance of 129.60 feet (chord bearing and distance between said points being N. 75° 10' 49" E. 129.30 feet), thence S 7° 15' 01" E. 366.45 feet, thence N. 78° W. 154.77 feet to a point on a curve concaved Northwesterly having a central angle of 35° 01' 47" and a radius of 259.01 feet, thence Southwesterly along the arc of said curve a distance of 158.35 feet to the P.T. of said curve (chord bearing and distance between points being S. 23° 29' 06" W. 155.90 feet), thence S. 41° W. 101.00 feet, thence S. 39° 00' 00" W. 193.60 feet, thence S. 51° 00' 00" E. 125.00 feet, thence S. 56° 52' 34" W. 93.41 feet, thence S. 39° W. 115 feet to a point on the Southeasterly projection of aforesaid Northeasterly right-of-way line of Rose Avenue, thence N. 51° W., along said Southeasterly projection a distance of 428.00 feet to the Point of Beginning, being "THE GLEN", Lots 1 through 78, a Subdivision to be recorded.

*ADDENDUM - Section 11.01*

*MAINTENANCE ITEMS INCLUDED IN MONTHLY ASSESSMENT*

- 1. Maintenance of Common Areas, entrance and signs.*
- 2. Normal repair and or replacement of roof shingles, not to include any damage covered by Homeowners Insurance.*
- 3. Cleaning of gutters and downspouts.*
- 4. Maintenance of sprinkler systems.*
- 5. Painting of exterior building surfaces only. Replacement of doors or other damage is the owner's responsibility.*
- 6. No glass or screened surfaces are maintained by the Glen*
- 7. Tree maintenance – trimming and removal where necessary.*
- 8. Lawn cutting and treatment as necessary. Sod replacement is the owner's responsibility.*
- 9. Plants and Shrubs: Shrubs will be trimmed on an "as needed" basis. Plants are the owner's responsibility.*
- 10. Garbage and yard waste removal. All garbage and yard waste must be bagged. Limit 3 bags per week.*
- 11. Post Lamp bulb replacement.*
- 12. Gutter cleaning, leaves removed as needed from gutters.*