

MASTER



MASTER  
DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR  
GLENLAKES

This Master Declaration of Covenants, Conditions, Restrictions and Easements for GLENLAKES (the "Declaration") made this 25th day of September, 1989, by The Glen Lakes Partnership, a Florida general partnership ("Declarant"), 8245 River Country Drive, Spring Hill, FL 34608.

WITNESSETH:

WHEREAS, Declarant holds legal title to certain real property (the "Premises") in Hernando County, Florida, which is legally described on Exhibit A attached hereto and made a part of this Declaration; and

WHEREAS, Declarant may from time to time construct one or more buildings and other improvements on part or all of the Premises or Declarant may sell or transfer portion(s) of the Premises to various third parties (who may or may not be affiliates of Declarant) who may from time to time construct building(s) and/or improvement(s) on said portion(s); and

WHEREAS, Declarant expects that certain of the buildings and other improvements to be constructed on the Premises may be submitted to the condominium form of ownership and/or that certain of the buildings and other improvements to be constructed on the Premises may be comprised of apartments, townhomes or zero lot line villas or single family detached residences which Dwelling Units (as hereinafter defined) are intended to be administered in concert; and

WHEREAS, Declarant expects (but shall not be required) to construct on the Premises various Common Facilities, as hereinafter defined, such as parking areas, landscaped areas, roadways, walkways, sidewalks, ponds, lakes, waterways, drainage areas and facilities, bicycle paths, shuffleboard courts, playgrounds, athletic or recreational facilities and open areas located in the Common Area (as hereinafter defined), which Common Facilities shall be intended for the benefit of the entire Premises; and

WHEREAS, in order to provide for the necessary, orderly and proper administration and maintenance of the Common Area and Common Facilities, and for the preservation and enhancement of the Premises, Declarant (i) has formed GLENLAKES Association, Inc., as a not-for-profit corporation under the laws of the State of Florida to which the responsibility of administering and maintaining the Common Area and Common Facilities

will be delegated and assigned; and (ii) by execution of this Declaration, has caused the Premises to be subjected to the provisions of this Declaration.

NOW, THEREFORE, Declarant hereby declares that the Premises (and such additions thereto as may hereafter be made pursuant to Article V hereof) are and hereafter shall be transferred, held, sold, conveyed and accepted subject to this Declaration of Covenants, Conditions, Restrictions and Easements.

Declarant does hereby further declare that the following rights, easements, covenants, restrictions, conditions, burdens, uses, privileges, charges and liens shall: (i) exist at all times hereafter among all parties having or acquiring any right, title or interest in any portion of the Premises; (ii) be binding upon and inure to the benefit of each Owner (as further defined in Article I hereof); and (iii) run with the land subject to this Declaration, to be held, sold and conveyed subject thereto.

## ARTICLE I

### DEFINITIONS

The following terms, when used in this Declaration, or in any Declaration of Inclusion, shall have the following meanings unless otherwise required by the context:

1.01 Articles of Incorporation. The Articles of Incorporation of the Association.

1.02 Association. GLENLAKES Homeowners' Association, Inc., a Florida corporation not for profit, and its successors and assigns.

1.03 Board. The Board of Directors of the Association, as constituted at any time or from time to time, in accordance with the applicable provisions of Article II.

1.04 BY-Laws. The By-Laws of the Association.

1.05 Common Area. That portion or those portions of the Premises depicted on Exhibit B attached hereto, together with any Common Facilities from time to time existing thereon and all easements, rights and appurtenances thereto, intended for the mutual use, benefit or enjoyment of the Members; and such additions, deletions or substitutions thereto as the Association may from time to time designate (by recording an amendment hereto) for the common use and enjoyment of the Members, pursuant to Article V hereof. The Common Area shall constitute portions of the Premises which are now or in the future shall be owned, controlled or maintained by the Association, or which is declared to be a Common Area by this Declaration or by an amendment thereto.

1.06 Common Facilities. The parking areas, roadways, walkways, sidewalks, bicycle paths, landscaped areas, shuffleboard courts, playgrounds, athletic or recreational facilities, ponds, lakes, waterways and open spaces and such other improvements or structures (including but not limited to drainage facilities) from time to time or at any time located or constructed on the Common Area.

1.07 Common Elements. The portions of any Condominium Property constituting the common elements thereof pursuant to the Condominium Act and the portions of any Homeowners' Association Property owned in common by all of the Owners of Dwelling Units therein or by the Homeowners' Association.

1.08 Commonly Administered Property. Any Condominium Property or any Homeowners' Association Property.

1.09 Condominium Act. The Condominium Act of the State of Florida, as amended from time to time, or any statute enacted in its place or otherwise making provision for the type of property ownership as that presently contemplated and provided for thereby.

1.10 Condominium Property. Such real property within the Premises and all improvements and structures constructed or contained therein or thereon, which shall be from time to time submitted to condominium ownership and use in accordance with the Condominium Act, and all easements, rights and appurtenances belonging thereto, and all fixtures and property intended for the mutual use, benefit or enjoyment of Owners of Dwelling Units located thereon.

1.11 Condominium/Homeowners' Association. Any association formed pursuant to a Condominium/Homeowners' Declaration. In addition, any person or entity which may from time to time be responsible for administering real property or structures containing Dwelling Units whose Owners are not members of a condominium association or a townhome association, including, without limitation, a person or entity which owns a structure which contains Dwelling Units and which is administered as a rental residential structure.

1.12 Condominium/Homeowners' Declaration. The instrument by which any Condominium Property is submitted to the provisions of the Condominium Act, and all amendments thereto, or the instrument (excluding this instrument) by which any Homeowners' Association Property is administered, and all amendments thereto.

1.13 Declarant. The GLENLAKES Partnership, and its successors and assigns, provided, however, that any rights specifically reserved herein to Declarant shall not inure to the benefit of its successors and assigns, unless specifically assigned in a recorded instrument or conveyed by operation of law.

1.14 Declaration. This Declaration and all Declarations of Inclusion made pursuant to Article V hereof, and all amendments hereof and thereof. References to "this" Declaration shall mean this instrument as so amended and supplemented.

1.15 Dwelling Unit. A residential housing unit which is designed or intended for use as living quarters for one Family, which is located or which may be constructed upon the Premises or upon such other real estate as may be added to the Premises pursuant to Article V of this Declaration. The term "Dwelling Unit" shall be deemed to mean, as well, the lot on which such Dwelling Unit is intended to be built. For the purposes of determining membership in the Association, each Dwelling Unit (including individual units in an apartment building or complex) shall be considered as a separate and individual unit. If two or more Dwelling Units are owned by the same Owner, or combined and occupied by a Family, each Dwelling Unit shall nevertheless be considered a separate Dwelling Unit under this Declaration.

1.16 Family. One or more persons each related to the other by blood, marriage or law, and including foster children, together with such relative's respective spouses, who are living together in a single Dwelling Unit and maintaining a common household; or up to and including three persons not so related, provided that such unrelated persons maintain a common household in a single Dwelling Unit. A "Family" includes any domestic servant and not more than one gratuitous guest residing with the Family; such servant and guest shall be included in the unrelated persons allowed by this definition, and shall not be in addition thereto.

1.17 Homeowners' Association Property. Such real property within the Premises and all improvements and structures constructed or contained therein or thereon, which is subject to a Homeowners' Declaration.

1.18 Member. An Owner who holds membership in the Association pursuant to Paragraph 2.01(a) of this Declaration shall be a "Class A Member." Declarant shall be the "Class B Member." The Class A Members and the Class B Member are sometimes referred to individually as a "Member" and collectively as the "Members."

1.19 Owner. The record owner, whether one or more persons or entities, of a fee simple title to any Dwelling Unit, including contract sellers, but excluding those other than contract sellers having such interest merely as security for the performance of an obligation. Except as otherwise specified, Declarant, whether as owner or contract seller, shall be an "Owner" to the extent of the number of Dwelling Units owned by it.

1.20 Premises. The real estate legally described in Exhibit A attached hereto (including all structures and improvements located and constructed from time to time thereon and all easements appurtenant thereto) and such other real estate or interests therein, or other property, as may be added thereto pursuant to Article V hereof.

1.21 Unit Membership. The membership in the Association which is appurtenant to a Class A Member's Dwelling Unit or the Class B Member's interest in the Premises, as provided in Paragraph 2.01 of this Declaration.

## ARTICLE II

### MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION: BOARD OF DIRECTORS OF THE ASSOCIATION

#### 2.01 Membership.

(a) Each Owner of a Dwelling Unit which is subject to assessment pursuant to Paragraph 4.01(a) of this Declaration is hereby declared to be a Class A Member of the Association. The Declarant shall be, to the extent it owns Dwelling Units subject to assessment pursuant to Paragraph 4.01(b), a Class A Member of the Association. Membership of the Class A Members is appurtenant to and shall not be separated from ownership of such Owner's Dwelling Unit. Each such Owner, by acceptance of a deed or other conveyance of a Dwelling Unit, thereby becomes a Class A Member, whether or not this Declaration or such membership is made a part of, incorporated by reference in, or expressed in said deed or conveyance. There shall be one Unit Membership allocable to each assessable Dwelling Unit; any Class A Member who is the Owner of more than one such Dwelling Unit shall have the number of Unit Memberships equal to the number of such Dwelling Units which are subject to assessment. If the record ownership of a Dwelling Unit shall be in more than one person, or if an Owner of a Dwelling Unit is a trustee, corporation, partnership or other legal entity, then the individual who shall enjoy the Unit Membership and be responsible for the obligations attributable thereto shall be designated by such Owner or Owners in writing to the Association at the time the Dwelling Unit becomes subject to assessment by the Association. Such designation may be changed from time to time thereafter by notice in writing to the Association.

(b) Declarant shall be the Class B Member. The number of Unit Memberships held by the Class B Member at any time shall equal the sum of (i) the number of Unit Memberships, in the aggregate, held by the Class A Members at such time, and (ii) one (1). Notwithstanding the foregoing, the Class B Member shall cease to be a Class B Member as provided in Section 2.06 of this Article II.

2.02 Voting Rights. Class A Members whose Dwelling Units are included within a Commonly-Administered Property shall not have direct voting rights in the Association, but shall be represented at Association meetings only through delegates selected in accordance with the provisions of Paragraph 2.03 hereof (herein called "Association Delegates"). The Association Delegates shall be deemed to have an irrevocable proxy

coupled with an interest from each Member represented by them. Except for Association Delegates appointed by Declarant, each such Association Delegate must be a Member of the Association or a spouse of a Member. The Class B Member and Members whose Dwelling Units are not included within a Commonly-Administered Property (hereinafter sometimes, together with the Class B Member, collectively called the "Voting Members") shall have voting rights at Association Meetings.

2.03 Selection of Association Delegates. Each Commonly-Administered Property shall be represented at Association meetings by one (1) Association Delegate. The Board of Directors of the Condominium/Homeowners' Association shall designate the Association Delegate for such Commonly-Administered Property and establish the rules under which such Association Delegate shall operate, provided, however, that such rules shall not conflict with any of the provisions of this Declaration, the By-laws or the Articles of Incorporation.

2.04 Method of Voting. The total number of votes which may be cast on any matter requiring assent of Members of the Association shall be equal to the number of Unit Memberships governed by this Declaration at the time of any such vote. Whenever a vote of the Members of the Association is required pursuant to this Declaration, or pursuant to the Articles of Incorporation or By-Laws, or is otherwise required by law, such votes shall be cast only by the Voting Members and the Association Delegates representing the other Members. Votes cast by the Association Delegates shall be cast in the same manner and with the same force and effect as though each Member had given the delegation of Association Delegates an irrevocable proxy coupled with an interest. The Association Delegate representing a Commonly-Administered Property shall be entitled to cast a total number of votes equal to the number of Unit Memberships of Class A Members within such Commonly-Administered Property; the Association Delegate shall not be required to cast all such votes as a group or block. Unless this Declaration, the Articles of Incorporation, the By-Laws, or any law shall specify a greater vote, all Association matters requiring action by Members and the Association Delegates shall be decided by a majority of the votes cast at a duly called meeting at which more than twenty-five percent (25%) of the votes which could be cast at such meeting, determined as aforesaid, are represented, in person or by proxy.

2.05 Board of Directors.

(a) The Association shall be governed by its Board comprised of no fewer than three (3) nor more than seven (7) persons (hereinafter "Directors") duly appointed or elected as provided herein and in the Articles of Incorporation and By-Laws.

(b) Directors elected by the Voting Members (other than Declarant) and Association Delegates shall be Members of the Association or spouses of Members. Directors appointed by Declarant need not be Members or spouses of Members. The



Board shall direct and administer the Common Area and the Common Facilities in accordance with the terms and provisions of this Declaration, including any Declarations of Inclusion from time to time recorded pursuant to Article V hereof, as well as in accordance with the Articles of Incorporation and By-Laws.

(c) Until the date of the initial meeting of Voting Members and Association Delegates described in Paragraph 2.07 hereof, the Directors shall be (3) in number, and shall consist of those directors named in the Articles of Incorporation and successors to said named directors designated from time to time by the Declarant.

2.06 Appointment of Directors by Declarant. Notwithstanding any other provisions of this Declaration or the Articles of Incorporation or By-Laws, the Declarant shall be entitled to elect or designate all of the Directors of the Association until such time as Class B membership shall be terminated or the Declarant terminates its right to elect one or more of the Directors. Class B membership shall terminate upon the happening of any of the following events: (a) Declarant conveys other than to a successor Declarant all its right, title or interest in and to all of the Premises as it may exist from time to time pursuant to the rights granted in Article V and Section 10.09; or (b) the Declarant records in the Public Records of Hemando County, Florida, a termination of its right to be the Class B member.

Declarant may, from time to time, by written notice to the Association, voluntarily terminate its right to appoint one or more Directors, and continue to exercise its right to appoint the remaining Directors for the period hereinabove specified. Election by Declarant to terminate its right to appoint any number of Directors or to terminate its control of the Association shall not affect the right of Declarant to participate in the Association as a Member thereof and to appoint Association Delegates. All Directors who are not subject to appointment by Declarant shall be elected by Voting Members and Association Delegates in accordance with the provisions of Paragraph 2.07 hereof.

2.07 First and Additional Meetings of Voting Members and Association Delegates to Elect Directors. Upon receipt by the Association of a copy of any instrument recorded by Declarant pursuant to Paragraph 2.06 hereof or of other appropriate evidence of the termination of Declarant's right to select any one or more of the Directors, a meeting of the Voting Members and Association Delegates shall be convened for the purpose of electing a new Board or to elect those Directors who no longer are to be appointed by Declarant.

2.08 Election of Directors by Voting Members and Association Delegates. Upon termination of Declarant's right to appoint any of or all the Directors, pursuant to Paragraph 2.06 hereof, those Directors not subject to appointment by Declarant shall be elected by vote of the Voting Members (other than the Class B Member), and Association Delegates in accordance with the provisions of this Article. Notwithstanding such election, any Director theretofore appointed by Declarant who does not elect to resign may stay in office for the balance of his unexpired term and until his successor is elected and qualified.

2.09 Informal Action by Directors: Unless specifically prohibited by the Articles of Incorporation or By-Laws, any action required by this Declaration to be taken by the Board may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof. Any such consent signed by all the Directors shall have the same effect as a unanimous vote.

2.10 Informal Action by Voting Members and Association Delegates. Any action required by this Declaration to be taken at a meeting of the Voting Members and Association Delegates, or any other action which may be taken at a meeting of the Voting Members and Association Delegates may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all the Voting Members and Association Delegates with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of the Voting Members and Association Delegates.

2.11 Board Liability. None among Declarant, its partners, employees, shareholders, officers, directors and agents, or the Board, its Directors, officers of the Association, nor the agents or employees of any of them (all of the above hereinafter referred to as the "Protected Parties"), shall be liable to the Owners or any other person for any mistake of judgment or for any acts or omissions of any nature whatsoever in their respective positions which shall occur subsequent to the date of the recording of this Declaration, except for such acts or omissions found by a court of competent jurisdiction to constitute willful misfeasance, gross negligence or fraud. Each Owner hereby agrees that the Association shall, and the Association hereby agrees to, indemnify, hold harmless, protect and defend any and all of the Protected Parties from and against each claim, suit, loss, damage, cost and expense, including, without limitation, attorneys' fees and amounts paid in reasonable settlement or compromise of any such claim, etc., incurred in connection with any act or omission for which such Protected Party is exculpated from liability as provided in the first sentence of this Paragraph 2.11. The Board shall assess each Owner for his share of the cost of the aforesaid indemnification, and such assessment shall be collectible and enforceable in the mode and manner as set forth in Article IV hereof. To the extent possible, the obligation of the Association and the Owners for indemnification and the Board's liability hereinunder shall be insured by means of appropriate contractual endorsements to the comprehensive general liability insurance policies held from time to time by the Association.

2.12 Nonprofit Purposes of Association. Nothing herein shall be construed to give the Association authority to conduct an active business for profit on its behalf or on behalf of the Members, or on behalf of Declarant.

2.13 Governing Law. Except as otherwise provided in this Declaration, the Association, its Board, officers and Members shall be governed by Chapter 617, Florida Statutes.

### ARTICLE III

#### EASEMENTS AND PROPERTY RIGHTS

3.01 Easements to Run with Land. All easements established by this Declaration are nonexclusive easements unless otherwise so specified and are easements appurtenant, running with the land, and shall inure to the benefit of and be binding upon Declarant, and any Owner, purchaser, mortgagee and other person having an interest in the Premises, or any part or portion thereof. The easements set forth in Paragraphs 3.02, 3.05, 3.06 and 3.07 shall be perpetual. All other easements created herein shall terminate at such time as the Premises are no longer subject to the provisions of this Declaration.

#### 3.02 Easements of Access.

(a) Every owner of a Lot or any owner of a portion of the Premises is hereby granted and reserved a perpetual nonexclusive easement for the purpose of reasonable ingress and egress to and from all public and private ways which adjoin the Premises through, over and across the Common Area and Common Facilities and over and across such other portions of the Premises as may be necessary for the purpose of reasonable ingress and egress to and from all public and private ways which adjoin the Premises.

(b) The Association and Declarant, and each of them, is hereby granted and reserved perpetual nonexclusive easements to, through, over and across the Common Elements for the purpose of exercising the rights, performing the functions, and discharging the responsibilities, permitted or required to be performed or discharged by either of them pursuant to any provision of this Declaration.

(c) Each Condominium/Homeowners' Association and Declarant, and each of them, is hereby granted perpetual nonexclusive easements to, through, over and across the Common Area for the purpose of exercising the rights, performing the functions, and discharging the responsibilities, permitted or required to be performed or discharged by any of them pursuant to any provision of any Condominium/Homeowners' Declaration.

3.03 Rights of Enjoyment. Every Member shall have the right and easement of enjoyment in and to the Common Area and Common Facilities, which right and easement shall include, but not be limited to, easements for pedestrian and vehicular ingress and egress, placing of utilities appurtenant to his Lot and use of open spaces, parks,

waterways, and other Common Facilities, subject to conditions and restrictions herein. Such right and easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following rights:

- (a) The right of the Association to pass reasonable rules and regulations;
- (b) The right of the Association to limit the number of guests of Members and to establish rules and fees with respect to guest usage of the Common Area and Common Facilities;
- (c) The right of the Association to charge reasonable admission and other fees for the use of any Common Facility;
- (d) The right of the Association to suspend the use of the Common Facilities by a Member for the period during which any assessment against his Lot remains unpaid and for a reasonable period for any infraction of its rules and regulations;
- (e) The right of the Association to levy assessments as provided in this Declaration;
- (f) The rights of the Association and Declarant reserved under this Declaration;
- (g) The right of the Association to change, improve or modify the Common Area and to mortgage or otherwise encumber the same, or any portion thereof, to secure any indebtedness or obligation of the Association, whether or not proceeds of such mortgage or encumbrances shall be used for the improvement of the Common Area; and
- (h) The right of the Association to control parking and traffic flow in the Common Area by rules and regulations.
- (i) The exclusive right of the Golf Club (as hereafter defined) to maintain, irrigate from, alter the water level of, and promulgate rules, regulations and use restrictions for and otherwise exert control over any lakes, ponds or waterways lying within or in the vicinity of the Premises that the Golf Club elects to so control.
- (j) The right of the Association to control water levels and regulate drainage in and through any and all waterways existing on the Premises that the Golf Club does not control and to regulate use of said waterways by rules and regulations, which right may be delegated to one or more Condominium/Homeowners' Associations.

(k) The right of the Association or the Golf Club, as the case may be, to prohibit or restrict use of lakes, ponds or waterways and to prohibit the use and operation thereon of any type or classification of boats or water craft.

(l) The right of the Association or the Declarant to repair, maintain or replace any fences or walls erected by the Association or the Declarant along the property line of the Premises, for which an easement of ingress and egress across the Premises for such purpose is hereby created and granted to the Association and the Declarant.

3.04 Delegation of Use. Any Class A Member may delegate, in accordance with and subject to the provisions of the By-Laws or uniform rules adopted by the Association, his right to enjoyment of the Common Area and Common Facilities to persons in his family, his tenants, or contract purchasers who reside on his Lot. The Class B Member shall have the right to delegate its right to enjoyment and use of the Common Facilities and Common Area to its guests and invitees, including but not limited to potential purchasers of the Premises.

3.05 Encroachments. In the event that, by reason of the construction, reconstruction, repair, movement, settlement or shifting of any structures (including driveways) located on the Premises, any such structure encroaches or shall hereafter encroach upon any portion of the Premises which is not owned by the owner of the encroachment, valid easements for the maintenance of such encroachment are hereby established and shall exist for the benefit of the owner of such encroachment; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any owner if such encroachment or use is detrimental to or materially interferes with the reasonable use and enjoyment of the Premises burdened thereby and if it occurred due to the willful conduct of the owner of such encroachment.

3.06 Utility Easements. An irrevocable nonexclusive easement is hereby granted to all public or private utility companies serving the Premises, to go upon the Premises (including the Common Area and the Common Facilities) at any time and from time to time for the purpose of installation, maintenance and repair of all utility facilities under the control of said utility company or which said utility company shall deem to require installation, maintenance or repair for the purpose of providing utility services to the Premises. For purposes of this Paragraph, "utility companies" shall be deemed to include, without limitation, companies providing, servicing or maintaining the facilities defined as "Utilities" in Paragraph 7.05 hereof. In addition to the above, an irrevocable nonexclusive easement is hereby reserved to the Declarant (or its assignee), to go upon the Premises (including the Common Area and the Common Facilities) at any time and from time to time for the purposes of installation, maintenance and repair of cable television and/or a two-way communication and security system.

3.07 Lakeside Easements. To each Owner whose property abuts a lake, pond, or other waterway located on the Premises, an irrevocable exclusive easement is hereby granted over land which, at the time of recording this Declaration, is submerged land but which becomes dry land by virtue of the decline in water level of such lake or pond. Such easement area shall be bounded by the Owner's back lot line, the extension of the Owner's side lot lines and the water's edge of such lake or pond, subject, however, to (a) the rights of the Association or its designee to maintain the banks of such lake or pond and to regulate the level of such lakes and ponds as deemed necessary or desirable by the Association or its designee, and (b) any and all other restrictions set forth herein or in any separate rules and regulations regarding prohibitions against use of lakes, ponds and waterways by Owners. Nothing herein, however, shall obligate the Association to prevent flooding from any lake, pond or waterway, and an easement is hereby created over land abutting such lakes, ponds, and waterways for flooding.

3.08. No Dedication to Public Use. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Premises to or for any public use or purpose whatsoever.

3.09 Parking Areas. The use of any parking area by the Owners in common shall be governed by such rules and regulations as may be prescribed by the Board.

3.10 Ingress and Egress. Nothing herein shall be deemed to authorize the Association to restrict or prohibit any Owner from using the roadways located on the Premises for ingress and egress.

#### ARTICLE IV COVENANTS FOR MAINTENANCE ASSESSMENTS

4.01 Creation of the Lien and Personal Obligation for Assessments.

(a) Each Owner (excluding Declarant, its affiliates, the Association and any successor Declarant appointed by Declarant), by acceptance of a deed to a Dwelling Unit, whether or not it shall be so expressed in any such deed or other conveyance for a Dwelling Unit, hereby covenants and agrees and shall be deemed to covenant and agree, personally and unconditionally, and if there is more than one Owner of a Dwelling Unit, jointly and severally, to pay to the Association such assessment charges and user charges as are levied pursuant to the provisions of this Declaration and the By-Laws. Such assessment charges and user charges, together with interest thereon and cost of collection, if any, as hereinafter provided, shall be charge and a continuing lien upon the Dwelling Unit against which such assessment is made and upon the Unit Membership appurtenant thereto. Each such assessment charge and user charge, together with such interest and costs,

shall also be the personal obligation of the Member who was the Owner of such Dwelling Unit at the time when the same fell due.

(b) Declarant shall not be obligated to pay assessment charges and user charges (but shall be obligated to pay, in lieu thereof, the "Impact Fee" in accordance with Paragraph 10.13 hereof), except that to the extent that Declarant shall be an Owner of a Dwelling Unit which is leased to anyone other than the Association. Declarant shall, as to each such leased Dwelling Unit, be obligated to pay assessment charges and user charges with respect thereto, but only from and after the first day of the month it receives rent for such Dwelling Unit. There shall be no obligation to pay assessment charges and user charges appurtenant to any Dwelling Units owned or operated for the benefit of the Association or a Condominium/Homeowners' Association.

4.02 Purpose of Assessments. The assessments levied by the Association (or by Declarant acting on its behalf pursuant to Paragraph 2.05(c) hereof) shall be used for the purpose of promoting the recreation, health, safety and welfare of the Members and in particular, without limiting the foregoing: (i) for the improvement and maintenance of the services and facilities devoted to this purpose and related to the use and enjoyment of the Common Area and Common Facilities; (ii) for the making of repairs, replacements and additions to the Common Area and Common Facilities and defraying the cost of labor, equipment, material and of providing office and service areas required for the management and maintenance of the Common Area and Common Facilities; (iii) reimbursements to Declarant pursuant to the terms of this Declaration; (iv) in general for carrying out the duties of the Board as set forth in this Declaration (including Article VI hereof) and the By-Laws; and (v) for carrying out the purposes of the Association as stated herein and in its Articles of Incorporation.

4.03 Assessment Procedures.

(a) Preparation of Estimated Budget. Each year on or before December 1st, the Board shall estimate the total amount necessary to pay the cost of wages, materials, insurance, services, fees, supplies and other items which, in the judgment of the Board, will be required to be provided to the Association or be required to meet the Association's obligations during the ensuing calendar year to effect the purposes of the Association, including the establishment of reserves for planned and unexpected repairs, which shall be the Class A Members' annual assessment. The annual budget shall take into account any estimated net operating income or deficit which may result from the operation of the Common Area and Common Facilities during such year and income from user charges to be received pursuant to subparagraph 4.03(d) hereof. Said "estimated cash requirement" shall be allocated among and assessed to Class A Members in accordance with provisions of Paragraph 4.08 hereof.

On or before January 1st of the ensuing year, each Class A Member shall be personally obligated to pay, in the manner prescribed by Paragraphs 4.08, 4.09 and 4.10 hereof, such Class A Member's annual assessment. If the actual expenditures paid or provided for by the Board during said year shall be more or less than said estimated cash requirement, any net shortage or excess shall be applied as an adjustment to the installments under the estimate for succeeding years falling due after the date when the amount of such net shortage or net excess has been determined. The Class A Member shall also pay, promptly upon receipt of a statement therefor (which statement may be prepared and given at such intervals as the Association may determine), all user charges incurred by such Class A Member.

(b) Adjustments to Estimated Budget. If said "estimated cash requirement" proves inadequate for any reason (including nonpayment of any Class A Member's assessment), the Board may at any time levy a further assessment. The Board shall serve notice of such further assessment on all Class A Members by a statement in writing giving the amount and reasons therefor, and such further assessment shall become effective and be paid within twenty (20) days after the delivery or mailing of such notice of further assessment. All Class A Members shall be personally liable for and obligated to pay their respective amounts.

(c) Failure to Prepare Annual Budget. The failure or delay of the Board to prepare an annual or an adjusted estimated budget shall not constitute a waiver or release in any manner of any Class A Member's obligation to pay the maintenance costs and necessary reserves, as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, each Class A Member shall continue to pay the annual charge at the then existing rate established for the previous year.

(d) User Charges. The Board (or Declarant acting pursuant to Paragraph 2.05(c) hereof) may establish, and each affected Class A Member shall pay, user charges to defray the expense of providing services, facilities or benefits which may not be used equally or proportionately by all of the Class A Members or which, in the judgment of the Board or Declarant, should not be charged to every Class A Member. Such expenses may include, without limitation, fees for the use of the outdoor parking spaces, golf courses or swimming pools, if any; other charges for use and repair of facilities located in the Common Area or in specific portions thereof and as a consequence of their location, serve primarily only specifically identified Dwelling Units; lease charges; charges predicated on the negligence of any Class A Member (except to the extent the Association is reimbursed through insurance) or the abuse of any Common Facility, and fees for such other services and facilities and repairs thereto provided to Class A Members which should not reasonably be allocated among all of the Class A Members' assessments. Such



user charges may be billed separately to each Class A Member benefited thereby, or may be added to such Class A Member's assessment as otherwise determined, and collected as part thereof pursuant to Paragraphs 4.09 and 4.10 hereof. Nothing herein shall require the establishment of user charges as hereinabove authorized, and the Board or Declarant may elect to treat all or any portion thereof as expenses to be defrayed by Class A Member assessments.

4.04 Special Assessments for Capital Improvements. In addition to the annual assessment authorized by Paragraph 4.03, the Board may levy special assessments for the purpose of defraying, in whole or in part, the cost of construction or purchase of a specified capital improvement upon or to the Common Area, and the necessary fixtures and personal property related thereto; provided, however, that, except for special assessments which shall not exceed in any one (1) calendar year the sum of \$2,000.00 per Dwelling Unit (based on 1989 dollars), any such special assessment shall first be approved at a meeting of the Voting Members (other than the Class B Member) and Association Delegates at which a quorum is present in person or by proxy by the affirmative vote of two-thirds (2/3) or more of the votes so represented in person or by proxy at such meeting. The foregoing approval shall in no event be required with respect to expenses incurred in connection with the replacement, repair or maintenance of existing Common Areas, or any existing improvements or personal property associated therewith.

4.05 Capital Reserves. The Association shall segregate and maintain special reserve accounts to be used solely for making capital expenditures in connection with the Common Area (the "Capital Reserve"). The Board shall determine the appropriate level of the Capital Reserve based on a periodic review of the useful life of improvements to the Common Area and other property owned by the Association and periodic projections of the cost of anticipated major repairs or replacements to the Common Area and the purchase of other property to be used by the Association in connection with its duties hereunder. Each budget shall disclose that percentage of the assessments which shall be added to the Capital Reserve and each Class A Member shall be deemed to make a capital contribution to the Association equal to such percentage multiplied by the annual assessments paid by such Class A Member.

4.06 Initial Capital Contribution. Upon the closing of the first sale of each Dwelling Unit by Declarant to a purchaser for value, the purchasing Owner shall make a capital contribution to the Association in an amount equal to one-half (1/2) of the annual assessment at the rate in effect with respect to the Dwelling Unit as of the closing. Said amount shall be held and used by the Association for its working capital needs and shall not be refunded to any Owner.

4.07 Notice and Quorum. Written notice of any meeting called for the purpose of authorizing any special assessments requiring approval pursuant to Paragraph 4.04 hereof shall be sent to all Voting Members and Association Delegates not less than thirty (30)

days nor more than sixty (60) days in advance of the meeting. At the opening of such meeting, the presence in person or by proxy of Voting Members (other than the Class B Member) and Association Delegates entitled to cast one-third (1/3) or more of all the votes of the Members (other than the Class B Member) shall constitute a quorum.

4.08 Allocation of Assessments Among Members. Both annual and special assessments shall be allocated among the Class A Members evenly such that the total assessment shall be divided by the then number of the Unit Memberships held by Class A Members, and the Owner of each Lot subject to assessment pursuant hereto shall pay, as his assessment, the resulting amount multiplied by the number of Unit Memberships attributable to said Owner. As to any Lot which had no Unit Membership appurtenant to it at the time of the foregoing computation, the assessment payable for each Lot, for which a Unit Membership comes into being during the course of the ensuing year, the Owner thereof shall pay, not later than the time at which the Unit Membership comes into being, his share of the assessment for the Dwelling Unit (computed as above) multiplied by a fraction the denominator of which is 365 and the numerator of which is equal to the number of days remaining in the subject year.

4.09 Payment of Assessments.

(a) Assessments allocated under Paragraph 4.08 shall be paid directly by the assessed Member to the Association; provided, however, the Association, at the direction of the Board, may require each Condominium/Homeowners' Association to collect such assessment as part of its own periodic assessment collection and to remit such sums to the Association. Unless the Association so notifies the Condominium/Homeowners' Association, the Association assessment shall be an obligation of each Condominium/Homeowners' Association which is in addition to the obligation of the Owners, and the Association shall have a right of direct action against the Condominium/Homeowners' Association for the collection thereof. Notwithstanding any provisions of the Condominium/Homeowners' Declaration, all funds and assessments collected from the Owners by the Condominium/Homeowners' Association shall be allocated first to the payment of Association assessments for such Owners which are then due pursuant to this Declaration, and, upon request of the Board, the Condominium/Homeowners' Association shall be required to advance funds to the Association on behalf of any delinquent Owner in satisfaction of Association assessments, the collection and remittance of which are the responsibility of such Condominium/Homeowners' Association. If the Condominium/Homeowners' Association fails to make any payment of Association assessments due with respect to any Owner, then the delinquency, at the Association's discretion, may be allocated by the Board equally among the Commonly-Administered Property administered by such Condominium/Homeowners' Association, and the Association may file a lien and proceed against all such Commonly-Administered Property and the Owners thereof for the

collection of such delinquent amount in accordance with this Article; provided that each such Owner shall be entitled to (i) obtain a release of his respective property by payment of his proportionate share of such delinquency, including any late charges, costs of collection, interest and other charges authorized pursuant to the Declaration, and (ii) offset the amount so paid against the assessments and charges otherwise payable by such Owner to the Condominium/Homeowners' Association pursuant to the applicable Condominium/Homeowners' Declaration.

(b) Upon written demand of an Owner or mortgagee at any time, the Association shall furnish such Owner or mortgagee a written dated certificate signed by an officer of the Association setting forth whether there are any unpaid annual or special assessments levied against such Owner's Dwelling Unit. Such certificate shall be conclusive evidence of payment of any annual or special assessments theretofore levied and not stated therein as unpaid.

#### 4.10 Nonpayment of Assessments.

(a) Any installment of an assessment which is not paid when due shall be delinquent. If said installment is not paid within ten (10) days after the due date, the Board may upon notice to such Member of such delinquency, accelerate the maturity of all remaining installments due with respect to the current assessment year, and the total amount shall commence to bear interest from the date of acceleration at the rate of eighteen percent (18%) per annum, or, if such rate of interest shall exceed the legal limit then chargeable, the greatest rate of interest permitted under law.

The Association shall have a lien for unpaid assessments, together with interest thereon, against such Dwelling Unit and on all tangible personal property located within the Dwelling Unit, subordinate to prior bona fide liens of record. Reasonable attorneys' fees incurred by the Association incidental to the collection of such assessments or the enforcement of such lien including any such fees incurred in connection with any appellate proceeding, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, shall be payable by the Owner of the Dwelling Unit and secured by such lien. The Association may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if deemed in its best interests. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid, all sums due, as provided herein, covered by the lien enforced.

(b) Whenever a person acquires title to a Dwelling Unit through foreclosure of a first mortgage or deed in lieu of foreclosure of a first mortgage, he shall not be liable for the assessments levied by the Association with respect to such Dwelling Unit or chargeable to the former owner of such Dwelling Unit, to the extent said assessments became due prior to acquisition of title as a result of the foreclosure or the acceptance of a deed in lieu of foreclosure and such assessments are not secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Said unpaid assessments shall be deemed to be an expense of the Association collectible from all of the Class A Members, including such acquirer, his successors and assigns. Notwithstanding the foregoing, such sale or transfer shall not relieve the Dwelling Unit and the acquirer, his successors and assigns, from liability for any assessments thereafter becoming due, or from the lien of any such subsequent assessment.

(c) Any person who acquires an interest in a Dwelling Unit, except through foreclosure of a first mortgage, or acceptance of a deed in lieu of foreclosure, as specifically provided hereinabove, including, without limitation, persons acquiring title by operation of law (including purchasers at judicial sales), shall not be entitled to occupancy of the Dwelling Unit or enjoyment thereof until such time as all unpaid assessments due and owing by the former Owner(s) of such Dwelling Unit have been paid. The Association may assign its claim and lien rights for the recovery of any unpaid assessments to Declarant, or to any Owner or Owners of Dwelling Units, or to any third party.

(d) Any and all rights and remedies provided herein may be exercised at any time and from time to time, cumulatively or otherwise. The Association's rights and remedies may be waived only by written authority of the Board, and any such waiver shall not constitute a continuing waiver or be renewed or extended without such written authority.

## ARTICLE V

### ANNEXATION OF ADDITIONAL PREMISES

5.01 Annexation. Declarant may, at its sole discretion, from time to time elect to bring within the jurisdiction of this Declaration additional land (whether or not owned by it) contiguous to the Premises; provided, however, that the addition of such land must be consistent with the functions of the Association. Declarant is not obligated in any manner by this Declaration to annex additional property to the Premises or to annex any particular tract, or to annex tracts in any particular sequence, or to annex contiguous tracts, it being the intention hereof that Declarant may decline to exercise the rights granted in this Paragraph 5.01 or may elect to exercise such rights only to a limited extent.

5.02 Declarations of Inclusion. The additions authorized by the provisions of this Article V shall be made by recording in the Public Records of Hernando County, Florida, a declaration ("Declaration of Inclusion") with respect to the additional property, which shall extend the jurisdiction of this Declaration to the property to be so annexed (hereinafter sometimes referred to as the "Additional Premises") and shall be executed by the fee title holder(s) of such additional property, as well as Declarant. Any Declaration of Inclusion may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as are not inconsistent with the intent and purpose of this Declaration. At such time as the Declarant causes the recording of a Declaration of Inclusion, then, in such event:

(a) The provisions of the Declaration applicable to the Common Area located on the Additional Premises, and the rights of Declarant with respect thereto, and all other rights, easements, covenants, restrictions, burdens, uses and privileges appurtenant to the Common Area shall include and apply to the Common Area as extended by such annexation.

(b) Every person or entity who shall become an Owner subject to assessment under Paragraph 4.01 hereof located in such Additional Premises, shall be and become a Class A Member of the Association on the same terms and conditions, and subject to the same qualifications and limitations, as those Class A Members who are then Owners located on the Premises.

(c) Declarant shall have and enjoy in such Additional Premises all easements and exercise all rights, privileges and immunities reserved to it in this Declaration in the same manner and with the same force and effect as though the term "Premises" as used in this Declaration included such Additional Premises.

(d) In all other respects, all the provisions of this Declaration shall include and apply to such Additional Premises and to the Owners located therein and thereon and to any Commonly-Administered Property established on such Additional Premises in the same manner and with the same force and effect as though such Additional Premises had been subjected to the provisions of this Declaration.

5.03 Annexations Relating From Mergers. Upon a merger or consolidation of the Association with another association or any Condominium/Homeowners' Association, its properties, rights and obligations shall, by operation of law, become those of the surviving or consolidated Association. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Premises, together with the covenants and restrictions established upon any other properties as one scheme.

5.04 Power to Amend. Declarant hereby retains the right and power to record a supplemental declaration (which may be a Declaration of Inclusion) at any time and from time to time, which amends or supplements Exhibit B, which document shall be executed by the fee title holders of such Additional Premises, as well as Declarant, and contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as are not inconsistent with the intent and purpose of this Declaration. Exhibit B may only be amended or supplemented pursuant to this Article and shall not be amended to reduce or remove any real estate which is described in Exhibit B immediately prior to the recording of such supplemental declaration.

## ARTICLE VI

### POWERS AND DUTIES OF THE ASSOCIATION

6.01 General Powers of the Board. The Board shall have all powers and duties granted to it or imposed upon it by this Article, the Declaration, the By-Laws and Chapter 617, Florida Statutes, and all powers and duties reasonably necessary to administer, govern and maintain the Common Area, including but not limited to the following:

(a) To make and collect assessments against Class A Members of the Association for the purpose of defraying the charges and expenses of the Common Area and operation of the Association. Assessments paid by Class A Members shall be held in trust by the Association and used solely to pay (i) the cost of operation, maintenance, preservation, enhancement or repair of the Common Area and Common Facilities and other costs related thereto, (ii) the cost of administration of the affairs of the Association, including payment of applicable taxes and the preservation of the Association's existence, to the extent properly allocable to the performance of the Association's duties under this Declaration, and (iii) any other purpose contemplated pursuant to Paragraphs 3.03 and 4.02 hereof or elsewhere herein. To the extent not expended in the year in which paid, assessments shall continue to be held in trust by the Association for the benefit of the Members to be expended solely for the aforesaid purposes or, upon any termination of the Association, the unexpended portion shall be disbursed ratably to the Class A Members.

(b) To use the proceeds of assessments in the exercise of its powers and duties.

(c) To adopt rules and regulations governing the use, maintenance and administration of the Common Area and for the health, comfort, safety and general welfare of persons using the Common Area.

(d) To repair, maintain, improve and replace the Common Area and all Common Facilities thereon irrespective of the building served thereby; and to have such rights of ingress and egress over and upon the Premises as may be required to exercise such rights.

(e) To provide maintenance and services with respect to the Common Area, including maintenance, repair and replacement of all Common Facilities and landscaping located on any Common Area.

(f) To pay for, out of the assessment funds provided for in Article IV hereof, all taxes and assessments and other liens and encumbrances which shall properly be assessed or charged against the Common Area, subject to the provisions of Paragraph 6.03 hereof.

(g) To retain and compensate a firm to manage the Association and the Common Area or any separate portion thereof, and provide the services of such other personnel as the Board shall determine to be necessary or proper for the operation of the Association, whether such personnel are employed directly by the Board or by such manager.

(h) To provide any material, supplies, insurance, furniture, equipment, fixtures, labor, services, maintenance, repairs, taxes or assessments which the Board is required to obtain or pay for pursuant to the terms of this Declaration or the By-Laws, or which in its opinion shall be necessary or proper for the operation or protection of the Association and its members or for the enforcement of this Declaration.

(i) To make dedications and grant utility easements in connection with the Common Area.

(j) To obtain, and the Board shall obtain, such policy or policies of insurance to insure the Association against any liability in connection with the ownership and operation of the Common Area including, but not limited to, the following:

(i) Insurance on the Common Area against loss or damage by fire and against loss or damage by risks now or hereafter embraced by standard extended coverage and vandalism and malicious mischief endorsements, in an amount sufficient to prevent the insured from being a co-insurer within the terms of the applicable policies, but in any event in an amount not less than one hundred percent (100%) of the full insurable replacement cost thereof. The "full insurable replacement cost" of the Common Area shall be determined from time to time by the Board, which determination may be

based upon appropriate insurance appraisals. All policies of insurance of the character described in this subparagraph shall name as insureds, the Declarant so long as it has an insurable interest, and the Association.

(ii) Comprehensive public liability and property damage insurance against claims for personal injury or death or property damage suffered by the public or by any Owner occurring in, on or about the Common Area or upon, in or about the streets and passageways and other areas adjoining the Common Area, such public liability and property damage insurance to afford protection to such limits as the Board shall deem desirable. All policies of insurance of the character described in this subparagraph shall contain a severability of interest endorsement which shall preclude the insurer from denying claim of an Owner on account of the negligent acts of the Association or another Owner.

(iii) Such worker's compensation insurance as may be necessary to comply with applicable laws.

(iv) Employer's liability insurance in such amount as the Board shall deem desirable.

(v) Fidelity insurance against dishonest acts on the part of directors, managers, trustees, employees or volunteers responsible for handling funds belonging to or administered by the Association, naming, as the insureds, the Declarant so long as it has an insurable interest, and the Association and written in an amount which is no less than one and one-half (1-1/2) times the insured's estimated annual expense and reserves. Such bond shall contain waivers of any defense based on the exclusion of persons who serve without compensation from any definition of "employee" or similar expression. Such bond shall provide that it may not be cancelled for non-payment of any premium or otherwise substantially modified without thirty (30) days prior written notice to all holders of first mortgages of record.

(vi) Such other insurance (including insurance with respect to officers' and directors' liability insurance) in such reasonable amounts as the Board shall deem desirable.

6.02 Special Powers of the Board. The Board shall have the following additional rights and powers, and shall pay the costs and expenses of exercising the same out of the assessment funds:

(a) To execute, on behalf of all Owners, all divisions of ownership for tax assessment purposes with regard to the Common Area or any portion thereof.



(b) To borrow funds to pay costs of operation secured by assignment or pledge of rights against delinquent Owners and such other collateral as determined by the Board.

(c) To borrow funds using the Common Area as collateral for any indebtedness or obligation of the Association (whether or not the proceeds of such indebtedness or obligation are used for the improvement of the Common Area).

(d) To acquire, by gift, transfer, purchase, exchange or otherwise, additional property and to make such property subject to the provisions of this Declaration by executing and recording an amendment hereto. In addition, the Board may, without acquiring additional property, make additional property subject to this Declaration by recording an amendment hereto, executed by the owner(s) of fee simple title to such additional property.

(e) To enter into contracts; maintain one or more bank accounts granting authority as the Board shall desire to one or more persons (including the managing agent of the Community Area) to draw upon such accounts; invest surplus funds of the Association in U.S. Government securities or in passbook savings accounts insured by the Federal Deposit Insurance Corporation or the Federal Savings & Loan Insurance Corporation or in certificates of deposit; and generally, to have all the powers necessary or incidental to the operation and management of the Association.

(f) To protect or defend the Common Area from loss or damage by suit or otherwise, and to provide adequate reserves for replacements.

(g) To adjust the amount, collect and use any insurance proceeds to repair damaged or replace lost property.

(h) To transfer the Common Area to any title holding land trust in exchange for the entire beneficial interest therein, or to any corporation in which the Association is the sole shareholder.

(i) To enforce the provisions of this Declaration and rules made hereunder and to enjoin and seek damages from any Owner for violation of such provisions or rules.

6.03 Real Estate Taxes and Assessments. Notwithstanding anything to the contrary herein contained, and whether or not Declarant shall have conveyed to the Association title to the Common Area pursuant to Paragraph 7.07 hereof, the Association shall pay and discharge all real estate taxes and other assessments levied by any public authority with respect to the Common Area.

6.04 Performance of Board's Duties by Declarant Pending Conveyance. Without limiting the generality of the provisions of Paragraph 2.05(c) or of Article VII hereof, until such time as Declarant has conveyed to the Association all the Common Area within the existing Premises (and thereafter as additional Common Area may be added hereunder by Declarant and not conveyed to the Association), Declarant may, at its election, discharge all or any of the duties and exercise the rights and privileges of the Board with respect to the Common Area, in which event the Board shall reimburse Declarant for all costs and expenses from which the Association has been thereby relieved, and shall levy all assessments required to make such reimbursement. The Association shall rely on a certificate executed and delivered by Declarant with respect to all reimbursements claimed under this Paragraph 6.04.

## ARTICLE VII

### CERTAIN RIGHTS RESERVED TO DECLARANT

7.01 Declarant's Promotional Rights. The right is reserved by Declarant, or its agents or designees, to place and maintain on the Premises all models, sales offices, advertising signs and banners and lighting in connection therewith, and other promotional facilities at such locations, during such hours and in such forms as shall be determined by Declarant. There is also reserved unto Declarant, its agents, designees and prospective purchasers and tenants, the right of ingress, egress and transient parking in and through the Premises. Declarant also reserves the right to maintain on the Premises without charge (a) a general office for the purpose of exercising the development and management rights reserved in Paragraph 7.02 hereof and (b) appropriate permanent and transient parking facilities for the employees of Declarant and of Declarant's agents and designees and for prospective purchasers of Dwelling Units. Declarant's aforesaid reserved rights shall exist at any time Declarant is engaged in the sale or leasing of the Premises or any portion thereof or any Dwelling Units on any portion of the Premises and no charge shall be made with respect thereto.

7.02 Right to Engage a Manager. Declarant reserves the right to engage the initial manager for the Association, and in furtherance of such right to enter into a contract with a person, firm or corporation for such purposes, provided said contract expires no later than five (5) years after the date that this Declaration is recorded, which contract shall be binding upon and inure to the benefit of the Association and be paid for out of the assessment fund.

7.03 Right to Amend Plats and Development Plan. Declarant reserves the right to seek and have the plan of development applicable to the Premises amended, and to subdivide, vacate and/or resubdivide any subdivision plat of any portion of the Premises and to grant easements with respect thereto.

7.04 Declarant's Easements. Declarant hereby reserves a nonexclusive easement to, through, over and across the Premises at any time for the purpose of exercising the rights reserved to Declarant pursuant to this Declaration, and for the purpose of implementing the overall development of the Premises, including, without limitation, the planning, construction, marketing, leasing, management and maintenance of improvements in any portion of said area. Said rights of Declarant shall continue for the longer of (a) a period of twenty (20) years after the date of recording of this Declaration or (b) the Developer's conveyance, other than to a successor Declarant, of all its right, title and interest in and to the Premises, unless Declarant, by written notice to the Association and to each Voting Member and each Condominium/Homeowners' Association, elects to terminate such rights prior to such date. All rights and easements created by this declaration are subject and subordinate to the aforescribed development rights of Declarant, whether or not inconvenience to any Owner shall result therefrom.

7.05 Right of Declarant to Make Dedications and to Grant Utility Easements. As used in this Paragraph 7.05, the term "Utilities" means all public and private utility conduits, wires, ducts, pipes, cables and other lines, and all associated facilities and equipment, which serve or may in the future serve the Premises, or part(s) or portion(s) thereof, including, without limitation, those for the transmission and/or distribution of water (domestic and fire), electricity, gas, telephone, sewage, effluent, and storm water. Said term also includes all standpipes, hydrants, pumps, equipment vaults and other structures and facilities for the provision of fire protection services.

Declarant hereby reserves for itself and its successors and assigns the following rights with respect to the Common Area:

- (a) To dedicate streets, arcades, walks, malls, parkways, rights of ways, drives, open space, water rights and other property to any governmental authority from time to time applicable to the Premises and to the public improvements therein.
- (b) To dedicate space in the Common Area to any public or quasi-public utility or to any governmental authority for the location of Utilities serving any portion of the Premises.
- (c) To reserve or grant easements in, over, under, to and across the Premises, or part(s) or portion(s) thereof, for ingress and egress to, and for installation, construction, operation, maintenance, repair, and replacement of, any or all of the Utilities.

Until Declarant's rights under Paragraph 7.04 hereof are terminated, Declarant shall have the right to tap all Utilities for the purpose of exercising all such rights. All the rights reserved pursuant to this Paragraph 7.05 may, upon conveyance or transfer of the

Common Area by Declarant to the Association, be exercised by the Association or by Declarant acting on behalf of the Association.

7.06 Construction of Premises. In connection with the construction of improvements to any part of the Premises, Declarant, its agents and contractors, shall have the right, at its own expense (but shall not be obligated) to make such alterations, additions or improvements to any part of the Premises including, without limitation, the construction, reconstruction or alteration of any temporary or permanent improvements to any structure which shall contain Dwelling Units or the Common Area which Declarant deems, in its sole discretion, to be necessary or advisable, and the landscaping, sodding or planting and replanting of any unimproved portions of the Premises. In connection with the rights provided in the preceding sentence, the Declarant, its agents and contractors shall have the right of ingress, egress and parking on the Premises and the right to store construction equipment and materials on the Premises without the payment of any fee or charge whatsoever.

7.07 Retention of Title by Declarant. Declarant may retain title to all or any portion of the Common Area until such time as Declarant has completed such improvements thereon as they elect to make and until such time as, in the opinion of Declarant, the Association is able to maintain the same, but covenants, for itself and its successors and assigns, that it shall convey and quitclaim to the Association the Common Area owned by it not later than the date specified in Paragraph 2.06 hereof, being the date upon which Declarant shall no longer have the right to appoint any Director of the Association.

The Association shall not be relieved of any of its obligations under this Declaration by reason of retention of title by Declarant to all or any portion of the Common Area, including, without limitation, the obligation to pay any and all assessments levied with respect to the Common Area and including further, the obligation to maintain, repair and reconstruct the Common Area and to defray the cost thereof by assessments.

7.08 Terms of Conveyance of Common Area. Upon any conveyance or assignment to the Association of the Common Area, Declarant shall be entitled to a proration credit for all unreimbursed expenses of the Association defrayed by Declarant (including insurance and real estate taxes) which have not been theretofore reimbursed to Declarant. Title to the Common Area may be subject to all general and special title exceptions excluded from the coverage of any owner's title insurance policy covering the Common Area which Declarant shall deliver to the Association in connection with such conveyance. If the Common Area shall be held in any title-holding trust, Declarant may assign to the Association the beneficial interest in such trust in lieu of causing the trustee to convey the same by trustee's deed. The Common Area shall be conveyed or assigned without any express or implied warranties, which warranties are expressly disclaimed by Declarant.

7.09 General: Notwithstanding any provision herein to the contrary, the rights and easements created under this Declaration are subject to the right of Declarant to execute all documents and do all other acts and things affecting the Premises which, in the Declarant's opinion, are required to implement Declarant's reserved rights hereunder (including the making of any dedications to public use), provided any such document or act or thing is not inconsistent with the then existing property rights of any Owner.

## ARTICLE VIII

### ARCHITECTURAL CONTROL COMMITTEE

8.01 Premises. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Premises, nor shall any exterior addition to or change or alteration therein be made (except such as may be installed or approved by Declarant), unless and until written plans and specifications have been submitted to and approved in writing by the Board or by an architectural control committee ("Architectural Control Committee") composed of three (3) or more representatives appointed by the Board which plans and specifications shall be in sufficient detail to show the nature, kind, shape, height, materials, color and location of the same. In the event the Board (or the Architectural Control Committee, as the case may be) fails to approve or disapprove in writing such design, color and location within thirty (30) days after said plans and specifications have been submitted, approval shall be deemed given and this Article will be deemed to have been fully complied with. As used herein, the term "Improvements" shall mean and include buildings (both the main portion and all projections or extensions thereof), canopies, parking areas, fences, walls, gazebos, screened enclosures, hedges, trees, mass planting and other landscaping, free-standing mailboxes, and wells and any related pipes, conduits and pumping facilities. Notwithstanding the provisions of this Article or the prior establishment, imposition or enforcement of architectural standards and requirements by the Architectural Control Committee, such standards and requirements may be waived or modified by the Architectural Control Committee at its discretion. Any or all of the rights and power granted herein may be assigned by the Board (or the Architectural Control Committee) to an architectural control committee appointed by the board of directors of a Condominium/Homeowners' Association.

8.02 Building Exteriors. Each Owner (and as to Dwelling Units located in a Commonly-Administered Property, the Condominium/Homeowners' Association therefor) shall be required, at the sole cost and expense of the Owner(s) of the Dwelling Units, to maintain and keep their respective parcels and improvements thereon in good condition and repair. In no event shall the exterior of any building on the Premises be changed in color, materials or otherwise unless such change is approved in writing by the Board or the Architectural Control Committee. If any Owner or Condominium/Homeowners' Association shall fail to maintain and repair any building exterior, the Association, in addition to all

other remedies available to it hereunder or by law, and without waiving any of said alternative remedies, shall have the right, through its agents and employees, to enter upon the property of said Owner (including, in the case of a Commonly Administered Property, the Common Elements appertaining thereto) and to repair, maintain and restore the building exterior and any other improvements thereon. Any sums so spent by the Association shall, on demand, be immediately due and payable to the Association by the defaulting Owner or Condominium/Homeowners' Association (as the case may be), and the Association shall have the same remedies to enforce collection of such sums as for other unpaid assessments hereunder and the remedy provided in Paragraph 8.03 hereinbelow.

8.03 Collection From Condominium Homeowners' Association. For purposes of the foregoing Paragraph 8.02, if any Condominium/Homeowners' Association shall fail to assess, collect and remit the amounts payable by it or to remit such amounts upon demand, the Association shall have the right to collect such amounts by bringing action against the defaulting Condominium/Homeowners' Association and recover from the Condominium/Homeowners' Association such amounts, plus costs and expenses (including attorney's fees through any appellate proceedings).

8.04 Approved Builders. The Board or the Architectural Control Committee may approve a list of builders, and only such approved builders shall be permitted to construct Dwelling Units in the GLENLAKES Community. Such list may be amended or altered at any time by the Board or the Architectural Control Committee.

## ARTICLE IX

### USE AND OCCUPANCY RESTRICTIONS

#### 9.01 Common Area Restriction.

(a) Business Activities. Except as provided in Article VII hereof, no owner shall permit, conduct or maintain any industry, business, trade, occupation or profession of any kind on any part of the Common Area nor shall any "For Sale" or "For Rent" signs or any other advertising be maintained or permitted on any part thereof, except as permitted by the Board. The activities of Declarant in connection with the sale of any project in the Premises and the activities of any managing agent performed pursuant to a management contract between such managing agent and the Association or any Condominium/Homeowners' Association shall not be subject to this Section. In addition and notwithstanding anything herein to the contrary, Declarant shall have and hereby reserves the right to operate food and beverage concessions on the Common Area. Declarant shall not be obligated to pay the Association rent for the use of the Common Area or to pay over to the

Association any part of the profits it derives from the operation of such concessions; however, operation of such concessions shall be at no cost to the Association. Declarant's aforesaid reserved rights shall exist at any time Declarant is engaged in the sale of the Premises, or parts thereof, or the sale or leasing of Dwelling Units on any portion of the Premises.

(b) Obstructions. Except as permitted under Section 7.06, there shall be no obstruction of the Common Area, and nothing shall be stored in the Common Area without the prior consent of the Board.

(c) Pets. No animal of any kind shall be raised, bred or kept in the Common Area. The Board may from time to time adopt rules and regulations governing the use of the Common Area by pets. Any pet causing or creating a nuisance or unreasonable disturbance on the Common Area shall be permanently removed from the Premises upon three (3) days written notice from the Board to the Owner of the Dwelling Unit containing such pet and the decision of the Board shall be final.

(d) Prescribed Activities. No noxious or offensive activity shall be carried on in the Common Area nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the Owners.

(e) Structural Impairment. Nothing shall be done in, on or to the Common Area which would impair the structural integrity of any building or structure located thereon or which would impair the conduct of those activities intended to be conducted on the Common Area.

(f) No Unsightly Uses. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out on any portion of any Dwelling Unit or the Common Area nor shall any boats, golf carts or motorcycles be stored or parked upon any portion of the Common Area except in those areas designated by the Board. The Common Area shall be kept free and clear of all rubbish, debris and other unsightly materials and no waste shall be committed thereon. All rubbish shall be deposited in such areas and such receptacles as shall be designated by the Board. In addition, the Board may authorize any vehicles parked in violation of any parking regulations issued in connection with the Common Area to be towed away and any such towing charge shall become a lien upon the Dwelling Unit of the Owner of the vehicle in the same manner as provided in Article IV hereof for non-payment of maintenance assessments.

(g) Condemnation. In the case of a taking or condemnation by competent authority of any part of the Common Area, the proceeds awarded in such condemnation shall be paid to the Association and such proceeds, together with

any capital reserves being held for such part of the Common Area, shall, in the discretion of the Board, either (a) be applied to pay the assessments levied by the Association, (b) be distributed to the Owners and their respective mortgagees, as their interests may appear through the applicable Condominium/Homeowners' Association, or (c) be used to acquire additional real estate to be used and maintained for the mutual benefit of all Owners, as Common Area under this Declaration. Any acquisition by the Association pursuant to this Paragraph of real estate which shall become Common Area hereunder shall not become effective unless and until a Declaration of Inclusion, which refers to this Paragraph and legally describes the real estate affected, is executed by the Association and recorded.

9.02 Lake Restrictions. As used in this Section, "lake" shall mean any lake, pond or waterway that is located on the Premises or on the Golf Course Property (as defined in Article XI) or that is maintained by the Association.

(a) Irrigation. No Owner shall be entitled to pump or otherwise remove any water from any lake for irrigation purposes or other use. Notwithstanding, the Golf Club (as defined in Article XI) shall have the exclusive right to use Aqua Lake as well as any other lake located on or in the vicinity of the Golf Course Property (as hereinafter defined) for irrigation purposes to the extent deemed necessary by the Golf Club and to promulgate and enforce rules and regulations for the use of any lake, the control and maintenance of which the Golf Club elects to assume.

(b) Aqua Lake. Aqua Lake shall be used for no purpose whatsoever except in connection with the Golf Club, and in that regard, no sailing, boating, swimming or other similar activity may be conducted in or on Aqua Lake by any persons whatsoever except in connection with the operation of the Golf Club.

(c) Prohibited Activities. No boats or other water craft having fuel operated motors or engines, and in particular no devices commonly known as "jet-skis" may be used or operated in or on any lake. No owner may place in any lake rocks, stones, garbage, sewage, rubbish, debris, ashes or any other refuse, water discharge from swimming pools or heating or air conditioning systems or wastewater other than surface drainage.

9.03 Twelve Oaks Section (Plantation Estates) Restrictions. In addition to general limitations on rights of use and enjoyment set forth herein, the section of the GLENLAKES Community known as "Twelve Oaks" (Plantation Estates) which is legally described in Exhibit "C-1" attached hereto and made a part hereof shall also be subject to the further restrictions set forth in Exhibit "C-2" attached hereto and made a part hereof.



## ARTICLE X

### GENERAL PROVISIONS

10.01 Binding Effect. The covenants, conditions and restrictions of this Declaration shall run with and bind the Premises and shall inure to the benefit of and be enforceable by the Association and/or the owner of any real property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years after the date that this Declaration is recorded, after which time the same shall be automatically extended for successive periods of ten (10) years unless, prior to the end of such thirty (30) year period or the ten (10) year period then in effect, as the case may be (but not before the termination of the Class B Membership), there shall be recorded in the Public Records of Hernando County, Florida: (a) an instrument modifying or abolishing any of the provisions hereof signed by the then Owners and their mortgagees representing seventy-five percent (75%) or more of the Dwelling Units which are subject to the provisions of this Declaration, and (b) a certification by the Association to the adoption by the Board of resolutions recommending such modification or abolition to the Members, and certifying to the adoption by vote of the Voting Members and the Association Delegates of resolutions approving such recommendations at a meeting of the Voting Members and the Association Delegates called and held in accordance with the Articles of Incorporation and/or the By-Laws.

10.02 Amendment. Subject to the provisions of Paragraph 10.03 hereof, the provisions of this Declaration may be amended by an instrument executed by (a) Owners and their mortgagees of not less than seventy-five percent (75%) of the Dwelling Units which are subject to this Declaration; or (b) Members holding not less than seventy-five percent (75%) of the Unit Memberships in existence at such time. The foregoing notwithstanding, the provisions of this Paragraph 10.02 may be amended only by an instrument executed by all Owners and their mortgagees. No amendment shall be effective unless (i) so long as Declarant is still in title to any part of the Premises. Declarant shall join therein, (ii) written notice of the amendment is sent to every Owner and mortgagee appearing in the records of the Association, at least ninety (90) days in advance of any action taken, (iii) a general meeting has been held thereon, and (iv) such Amendment has been recorded in the Public Records of Hernando County, Florida. In addition, no amendment executed by less than all of the Members, as provided in Subparagraph (b) hereinabove, shall be effective if the effect of the amendment would be either to deprive unreasonably Owners of their rights and interests in the Association and the Premises or to impose a substantially greater economic burden upon individual Owners. This Declaration may be amended at any time by Declarant prior to the conveyance by Declarant of any Dwelling Unit to any other Owner. Notwithstanding anything to the contrary herein contained, the provisions of Paragraph 4.10(b) of this Declaration shall not be amended without the unanimous written consent of all of the mortgagees of Dwelling Units subject to assessment under Paragraph 4.01 hereof.

10.03 Special Amendments. Anything herein to the contrary notwithstanding, Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends this Declaration (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities, (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Dwelling Units, (iii) to correct clerical or typographical errors in this Declaration or any Exhibit, (iv) to bring this Declaration into compliance with applicable laws, ordinances or governmental regulations, or (v) to minimize any federal or state income tax liability of the Association. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Owner. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Dwelling Unit and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant to make, execute and record Special Amendments. The right and power to make Special Amendments hereunder shall terminate on the date Declarant no longer has the right to appoint a single Director pursuant to Paragraph 2.06 hereof.

10.04 Headings. The headings contained in this Declaration are for reference purposes only and shall not in any way affect the meaning or interpretation of this Declaration.

10.05 Notices. Any notice required or desired to be given under the provisions of this Declaration to any Member, Owner or any other person entitled to use or enjoy the Common Area, or any part thereof, shall be deemed to have been properly delivered when deposited in the United States mail, postage prepaid, directed to the last known person who appears as a Member, Owner or other person entitled to notice, at the last known address for each such person, all as shown on the books and records of the Association at the time such notice is given. In the event that the Owner of any Dwelling Unit should change (because of sale, gift, testamentary disposition or otherwise), the new Owner shall promptly notify the Association, by delivering or mailing written notice of such change to the office of the Association.

10.06 Enforcement. Enforcement by the Association or any aggrieved Owner of these covenants, conditions, restrictions and easements shall be permissible by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition, restriction or easement, either to restrain violation or to recover damages, or both, and against the land to enforce any lien created by this

Declaration; and failure by the Association (or by Declarant in its behalf) or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

10.07 Severability. Invalidation of any one of these covenants, conditions, restrictions or easements or the application thereof to a specific circumstance by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect or the application of said invalidated covenant, condition, restriction or easement to other circumstances.

10.08 Conflict. This Declaration shall take precedence over conflicting provisions in the Articles of Incorporation and By-Laws and the Articles of Incorporation shall take precedence over the By-Laws. In the event of any conflict between the terms of this Declaration and the provisions of a declaration relating to a Commonly-Administered Property, the provisions of this Declaration shall control.

10.09 Withdrawal. Anything herein to the contrary notwithstanding, Declarant reserves the absolute right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Premises from any or all of the provisions of this Declaration.

10.10 Lease Restrictions. Any lease entered into by an Owner with regard to his Dwelling Unit shall contain a provision requiring that the terms of the lease shall be subject in all respects to the provisions of this Declaration, the By-Laws and the Declaration of Condominium/Homeowners' Association governing the Dwelling Unit, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease.

10.11 Responsibility of Successors and Predecessors to Declarant. No party exercising any rights as Declarant hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

10.12 Perpetuities and Other Invalidity. If any of the options, privileges, covenants or rights created by this Declaration would otherwise be unlawful or void for violation of (a) the rule against perpetuities or some analogous statutory provisions, (b) the rule restricting restraints on alienation, or (c) any other statutory or common law rules imposing time limits, then such provisions shall continue only until twenty-one (21) years after the death of the survivor of the now living lawful descendants of George Bush, President of the United States. If any easement created by this Declaration for the benefit of the Association shall be declared invalid by a final decree of a court of competent jurisdiction, the Association shall be immediately vested with, and is hereby granted, leased and demised, a leasehold estate in the portion of the servient estate theretofore burdened by such easement, for a term which shall commence on the date of such decree and shall

expire simultaneously with the expiration of the term of this Declaration, for the same purposes and on the same terms and conditions as theretofore applied to said easement interest, except that the Association shall be required to pay as rent for said leasehold estate, an annual rental of \$100 per year for each calendar year or portion thereof which shall elapse during the demised term.

10.13 Impact Fee. From time to time as portions of the Premises are developed and title to Dwelling Units is conveyed, Declarant (including successors to or assigns of all or any part of its interest in the Premises) shall, upon the initial conveyance of a Dwelling Unit to a bona fide purchaser for value, pay to the Association an impact fee equal to \$5.00 for each such Dwelling Units.

## ARTICLE XI

### GOLF CLUB

11.01 No Right to Use Golf Course Property. Declarant contemplates constructing a golf club, including a golf course, clubhouse and related facilities (the "Golf Club") on or adjacent to the Premises (the property devoted to such purposes being referred to herein as the "Golf Course Property") which Golf Club shall, if constructed, be organized as a membership club. Such property shall be used solely as a golf facility. At the termination of a period of fifteen (15) years after the recordation of this Declaration in the Public Records of Hernando County, Florida, the members of the Golf Club shall have a one-time option to purchase the Golf Course Property for the fair market value thereof (based solely on use as a golf or recreation facility) as determined by a panel of three (3) M.A.I. appraisers (or if M.A.I. is no longer an accepted designation, the reasonable equivalent thereof), one selected by the owner of the Golf Course Property, one by the members of the Golf Club, and one by the other two. If the members of the Golf Club elect to exercise such option, they shall give notice of their selection of an appraiser no later than thirty (30) days after the expiration of the fifteen (15) year period described above. Closing shall occur sixty (60) days after the final report of the appraisers is submitted to the parties. Conveyance shall be by general warranty deed, subject to covenants, restrictions and matters of record. The sale shall be all cash. All closing costs, including the cost of documentary stamp or equivalent transfer taxes shall be paid by the purchaser. If the Golf Club members decline or fail to close, then the Association shall be deemed to have been assigned the members' right to purchase the Golf Course Property at the appraised fair market value and on the same terms and conditions stated above. The Association shall give notice of its intention to purchase the property thirty (30) days after either the closing date scheduled for sale to the Golf Club members or the date on which the Golf Club members gave notice to the owner and to the Association that the members declined to purchase the Golf Course Property, whichever first occurred. Closing shall occur sixty (60) days after the Association gives notice of its intention to purchase the Golf Course

Property. If the Golf Course Property is purchased by the Golf Club members or the Association, it shall be restricted to use solely as a golf or recreation facility. Except as specifically set forth herein, no representations or warranties have been or are made by the Declarant, the Golf Club or any other person with regard to the ownership or operation of the Golf Course Property. Memberships in the Golf Club shall be available to persons who are not Owners or Members. Further, the ownership or operation of the Golf Course Property may change at any time and from time to time by virtue of the sale or assumption of operations of the Golf Course Property, including without limitation, (a) the sale to or assumption of operations of the Golf Course Property by any person, (b) the conversion of the Golf Club membership structure to an "equity" club or similar arrangement whereby the members of the Golf Club become the owners or operators of the Golf Club, or (c) a change in the use of part of the Golf Course Property. As to any of the foregoing or any other alternative, no consent of the Association, any Association Delegate, or any Owner shall be required to effectuate such transfer, conversion or change.

11.02 Rights of Access and Parking. The Golf Club and its members (regardless of whether such members are Owners hereunder), employees, agents, contractors, and designees shall at all times have a right and nonexclusive easement of access and use over (a) all private streets located within the Premises reasonably necessary to travel to and from public streets and the entrance of the Golf Course Property, (b) over all golf cart paths located on the Premises, and (c) over those portions of the Premises (whether Common Area or otherwise) reasonably necessary to the operation, maintenance, repair, and replacement of the Golf Course Property and its facilities; provided, however, that such easements shall not unreasonably interfere with the rights of Members of the Association. Without limiting the generality of the foregoing, members of the Golf Club and permitted members of the public shall have the right to park their vehicles on any private streets located within the Premises or in designated parking areas at reasonable times before, during, and after golf tournaments and other functions held at the Golf Course Property.

11.03 Assessments. In consideration of the fact that the Golf Club will perform certain functions within the Premises which will be of benefit to the Premises at large, the costs of which may not be allocable, neither the Golf Club nor any of the Golf Course Property (so long as such property is used as a golf club or golf course) shall be subject to assessment hereunder or under any Condominium/Homeowners' Association Declaration or similar document for any Condominium/Homeowners' Association nor shall such property be subject to the use restrictions or architectural approval requirements set forth herein, except for the general restriction against use except as a golf facility. The foregoing shall not prohibit, however, the Association from entering into a contractual arrangement with the Golf Club whereby the Golf Club will contribute funds for, among other things, Common Area maintenance; provided, however, no lien hereunder on the Golf Course Property shall be deemed to exist as a means of enforcing any such obligations.

11.04 Intentionally Omitted.

11.05 Limitations on Amendments. In recognition of the fact that the provisions of this Article are, in part, for the benefit of the Golf Club, no amendment to this Article, and no amendment to any other provisions of this Declaration in derogation hereof and relating to the Golf Course Property, may be made without the written approval thereof by the Golf Club. The foregoing shall not apply, however, to amendments made by the Declarant.

11.06 Jurisdiction and Cooperation. It is Declarant's intention that the Association and the Golf Club shall cooperate to the maximum extent possible in the operation of the Premises and the Golf Club. Each shall reasonably assist the other in upholding Declarant's general development plan for the Premises.

11.07 Applicability. The Golf Club shall not be deemed to be an Owner or Member as those terms are defined in this Declaration. The Association shall have all enforcement powers afforded by this Declaration and at law to enforce this Article.

11.08 Lakes and Waterways. The Association shall have the right to regulate the level of the lakes and waterways located on the Premises and shall have easements over the Golf Course Property for the purpose of exercising such rights. Notwithstanding, the lakes and waterways located on the Premises may be used for irrigation for the benefit of the Golf Course Property, and to that extent, there is hereby created an easement running in favor of the Golf Course Property (for so long as it shall be used solely as a golf or commonly available recreation facility) over much of the Premises that shall be covered by such lakes and waterways.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed as of the day and year above written.

WITNESS:

THE GLEN LAKES PARTNERSHIP,  
A Florida Partnership

By: /s/

R. S. Glover

Title: Manager Partner

STATE OF FLORIDA  
COUNTY OF HERNANDO

I, Cynthia Simpson, a Notary Public in and for the said County and State aforesaid, DO HEREBY CERTIFY that R.S. Glover, Manager Partner, personally known to me to be the same person whose name is subscribed to the foregoing instrument as MANAGER PARTNER of THE GLEN LAKES PARTNERSHIP, A FLORIDA GENERAL PARTNERSHIP, appeared before me this day and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said GLEN LAKES PHASE ONE-UNIT ONE, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 25th day of September, 1989.

\_\_\_\_\_  
Notary Public, State of Florida at Large

My Commission Expires:

L:\REV\AA\GLENLAKE.GP\DECS\MASTER\DEC

CONSENT OF MORTGAGEE

The undersigned, First Florida Bank N.A., a national banking association (the "Bank"), is the holder of a Note secured by that certain Mortgage dated as of May 31, 1989, and recorded in O.R. Book 734, Page 1183, of the Public Records of Hernando County, Florida. The Bank hereby consents to the execution and recording of the within Declaration of Covenants, Conditions, Restrictions and Easements for GLENLAKES Homeowners Association, Inc., and acknowledges and agrees that the aforesaid Mortgage is subject and subordinate thereto.

IN WITNESS WHEREOF, First Florida Bank N.A. has caused this instrument to be executed by its duly authorized officers on its behalf on this 21 day of September, 1989.

FIRST FLORIDA BANK N.A.  
a national banking, association

By: /s/  
Its: Mark P. Curtiss, Asst. Vice President

(Seal)

Attest:

By: /s/  
Its: Pamela J. Stross, Vice President

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

I, Betty L. Green, a Notary Public in and for said County and State aforesaid, do hereby certify that Mark P. Curtiss and Pamela J. Stross personally known to me to be the same persons whose names are subscribed to the foregoing instrument, as Assistant Vice President and Vice President, respectively, of First Florida Bank; appeared before me this day in person and severally acknowledged that they, being thereunto duly authorized, signed, sealed with the corporate seal, and delivered the said instrument as the free and voluntary act of said Bank, and as their own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and seal this 21st day of September, 1989.

/s/  
Notary Public

My Commission Expires:



## EXHIBIT A

Commence at the Southwest corner of said Section 13 for a Point of beginning; thence run North 31 52' 13" East, 116.00 feet; thence North 23 12' 37" West, 639.30 feet; thence South 87 46' 42" West, 817.53 feet; thence South 65 29' 58" West, 470.00 feet; thence North 69 49' 00" West, 127.99 feet; thence North 24 30' 02" West, 120.00 feet; thence North 17 29' 11" East, 121.08 feet; thence North 65 29' 58" East, 60.00 feet; thence North 31 06' 00" West, 569.24 feet; thence North 42 00' 00" West, 124.20 feet; thence North 48 00' 00" East, 120.00 feet; thence North 72 05' 24" West, 83.39 feet; thence North 26 00' 00" West, 42.20 feet; thence North 9 00' 00" East, 40.46 feet; thence North 54 00' 00" East, 42.20 feet; thence North 86 08' 17" West, 220.51 feet; thence North 67 12' 57" West, 202.70 feet; thence Due West, 125.00 feet; thence South 45 10' 04" West, 154.87 feet; thence 269.94 feet along the arc of a curve to the right, said curve having a radius of 2,040.00 feet and a chord of 269.75 feet which bears South 0 32' 27" West; thence North 85 40' 00" West, 175.00 feet; thence 721.24 feet along the arc of a curve to the right; said curve having a radius of 450.00 feet and a chord of 676.48 feet which bears North 39 45' 05" West; thence 138.33 feet along the arc of a curve to the left, said curve having a radius of 350.00 feet and a chord of 117.43 feet which bears North 5 09' 31" West; thence North 10 20' 00" East, 354.34 feet; thence North 79 40' 00" West, 781.25 feet; thence North 10 28' 12" East, 120.00 feet; thence South 79 40' 00" East, 1,640.96 feet; thence 208.52 feet along the arc of a curve to the left, said curve having a radius of 303.74 feet and a chord of 204.45 feet which bears North 90 40' 00" East; thence North 61 00' 00" East, 255.00 feet; thence 617.49 feet along the arc of a curve to the right; said curve having a radius of 907.17 feet and a chord of 605.64 feet which bears North 80 30' 00" East; thence South 80 00' 00" East, 437.53 feet; thence 344.55 feet along the arc of a curve to the right; said curve having a radius of 1,659.19 feet and a chord of 343.93 feet which bears South 74 03' 04" East; thence South 68 06' 07" East, 535.35 feet; thence 199.49 feet along the arc of a curve to the left, said curve having a radius of 293.37 feet and a chord of 195.67 feet which bears South 87 34' 57" East; thence North 72 56' 13" East, 696.16 feet; thence 319.50 feet along the arc of a curve to the right, said curve having a radius of 434.65 feet and a chord of 469.13 feet which bears South 72 49' 20" East; thence South 38 34' 53" East, 629.71 feet; thence North 1 17' 56" East, 293.42 feet to the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of said Section 13; thence along the North line of the Southwest 1/4 of said Section 13, South 88 46' 51" East, 1,093.65 feet to the Westerly Right-Of-Way line of U.S. Highway No. 19 as it is now constructed; thence along said Right-Of-Way South 14 11' 05" West, 1,365.85 feet to the South line of the Northeast 1/4 of the Southwest 1/4 of said Section 13; thence along said South line of the Northeast 1/4 of the Southwest 1/4 of said Section 13, North 88 40' 35" West, 788.78 feet to the Southwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 13; thence along the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 13, South 1 18' 06" West, 1,329.94 feet to the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 13; thence along the South line of said Section 13, North 88 32' 24" West, 1,345.50 feet to the Point of Beginning. Containing 255.55 acres more or less.

DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR GLENLAKES

THIS FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES ("First Amendment") is made this 8th day of March, 1990, to that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes (the "Declaration") recorded September 25, 1989, in O.R. Book 751, Pages 1050-1052 of the Public Records of Hernando County, Florida.

WHEREAS, the Declaration was recorded by The Glen Lakes Partnership ("Declarant") as aforesaid; and

WHEREAS, the Declaration contains certain clerical and typographical errors and omissions; and

WHEREAS, pursuant to Section 13.03 of the Declaration, the Declarant has the right at any time to record "Special Amendments" for the purpose of correcting such errors; and

WHEREAS, the Declarant wishes to record this Amendment for such purpose.

NOW, THEREFORE, the Declarant hereby amends the Declaration as follows:

1. The fifth paragraph of the Recitals on page 1 of the Declaration is amended to read as follows:

WHEREAS, in order to provide for the necessary, orderly proper administration and maintenance of the Common Area and Common Facilities; and for the preservation and enhancement of the Premises, Declarant (i) has formed GlenLakes Homeowners Association, Inc. as a not-for-profit corporation under the laws of the State of Florida to which the responsibility of administering and maintaining the Common Area and Common facilities will be delegated and assigned; and (ii) by execution of this Declaration, has caused the Premises to be subjected to the provisions of this Declaration.

2. Paragraph 9.02 of the Declaration is amended by deleting from it all references to "Aqua Lake" and substituting therefor "Aqua Range Lake."

3. The Declaration is amended by incorporating therein Exhibit "B" attached hereto and made a part hereof.

IN WITNESS WHEREOF, the Declarant has executed this First Amendment as of the date set forth above.

WITNESSES:

Cynthia Simpson S/S

Diane Pedote S/S

THE GLEN LAKES PARTNERSHIP, a  
Florida general partnership  
By: 367185 Ontario Limited, a  
Canadian principal business

By: William All.  
Its: President

The foregoing instrument was acknowledged before me this 3th day of March, 1990, by William Allan, as President of 367185 Ontario Limited, a Canadian principal business corporation, as general partner of The Glen Lakes Partnership, a Florida general partnership, on behalf of said partnership.

Sandra L. Champion S/S  
NOTARY PUBLIC  
State of Florida at Large

My Commission Expires March 9, 1992, Bonded thru Agent's Notary  
Brokerage

EXHIBIT "B"

1. All roadways, paths, streets and thoroughfares as shown on the plat of GLENLAKES, according to the map or plat thereof recorded in Plat Book 23, Pages 38-47, Public Records of Hernando County, Florida, and the street lights, medians, guard houses and other facilities and improvements located thereon.
2. Aqua Range Lake, as well as all other lakes, ponds, and similar bodies of water and drainage facilities located in GlenLakes.
3. Parcels 1, 2, and 3 and improvements located thereon and therein, including without limitation entrance features, lighting, landscaping and irrigation facilities.

SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES

THIS SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES ("Second Amendment") is made this 15th day of January, 1991, to that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes (the "Declaration") recorded September 25, 1989, in O. R. Book 751, Pages 1050-1052, as amended by that certain First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes (the "First Amendment") recorded March 8th, 1990, in O.R. Book 770, Page 1304, all in the Public Records of Hernando County, Florida.

WHEREAS, the Declaration was recorded by The GlenLakes Partnership ("Declarant") as aforesaid; and

WHEREAS, the Declaration contains certain clerical and typographical errors and omissions; and

WHEREAS, pursuant to Section 10.03 of the Declaration, the Declarant has the right at any time to record "Special Amendments" for the purpose of correcting such errors prior to such time as the Declarant no longer has the right to appoint a single Director to the Board of Directors; and

WHEREAS, the Declarant wishes to record this Second Amendment for the purpose of clarifying certain provisions of the Declaration regarding the Impact Fee,

NOW THEREFORE, The Declarant hereby amends the Declaration as follows:

1. Paragraph 10.13 of the Declaration is amended by deleting it in its entirety and substituting the following in its place:

10.13 Impact Fee. From time to time as portions of the Premises are developed and title to Dwelling Units is conveyed, Declarant (including successors to or assigns of all or any part of its interest in the Premises) shall, upon the initial conveyance of a Dwelling Unit to a bona fide purchaser for value, pay to the association an impact fee equal to \$50.00 for each such Dwelling Unit.

THIRD AMENDMENT TO MASTER DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES

THIS THIRD AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES ("Third Amendment") is made this 8TH day of NOVEMBER, 1991, to that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes (the "Declaration") recorded September 25, 1989, in O. R. Book 751, Pages 1030-1052, as amended by that certain First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes (the "First Amendment") recorded March 8th, 1990, in O.R. Book 770, Page 1304, as amended by that certain Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes (the "Second Amendment") recorded January 15th, 1991 in O.R. Book 807, Pages 0041-0042, all in the Public Records of Hernando County, Florida.

WHEREAS, the Declaration was recorded by The GlenLakes Partnership ("Declarant") as aforesaid; and

WHEREAS, the Declaration contains certain clerical and typographical errors and omissions; and

WHEREAS, pursuant to Section 10.03 of the Declaration, the Declarant has the right at any time to record "Special Amendments" for the purpose of correcting such errors prior to such time as the Declarant no longer has the right to appoint a single Director to the Board of Directors; and

WHEREAS, the Declarant wishes to record this Second Amendment for the purpose of clarifying certain provisions of the Declaration regarding the Impact Fee,

NOW THEREFORE, The Declarant hereby amends the Declaration as follows:

1. Paragraph 4.06 of the Declaration is amended by deleting it in its entirety and substituting the following in its place:

4.06 Capital Contribution. Upon the closing of any Lot to a purchaser for value excluding any approved builder, the purchasing owner shall make a capital contribution to the Association in an amount equal to one-half of the annual assessment at the rate in effect with respect to the Lot as of the closing. Said amount shall be held and used by the Association for its working capital needs and shall not be refunded to any Owner or be applied as a credit against the Owner's monthly assessment.

SECOND AMENDMENT TO MASTER DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS FOR GLENLAKES  
(Page 2)

IN WITNESS WHEREOF, the Declarant has executed this  
Second Amendment as of the date set forth above.

THE GLENLAKES PARTNERSHIP  
a Florida General Partnership

Ralph S. Glover S/S

Ralph S. Glover  
Manager Partner

WITNESSES:

D.S. Craighead S/S

Carole J. Pelliter S/S

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me  
this 15th day of January, 1991 by Ralph S. Glover as Manager  
Partner of the GlenLakes Partnership, a Florida General  
Partnership, on behalf of said partnership.

Laura A. Windham S/S  
NOTARY PUBLIC, State of Florida at Large

My Commission Expires on July 13, 1991

This instrument prepared by  
The GlenLakes Partnership

Return to;

The GlenLakes Homeowners Association  
9000 Glen Lakes Blvd.  
Brooksville, FL 34613

240

DECLARATION OF INCLUSION

This Declaration of Inclusion, made this 9TH day of JANUARY, 1992, by the GlenLakes Partnership, 9000 Glen Lakes Blvd., Brooksville, FL, 34613 to that certain MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES (the "Declaration") recorded September 25th, 1989 in O.R. Book 751, Pages 1030 through 1052, of the Public Records of Hernando County, Florida.

WITNESSETH:

WHEREAS, the Declaration was recorded by The GlenLakes Partnership ("Declarant") as aforesaid; and

WHEREAS, the Declaration contains Articles that permit such "Declaration of Inclusion"; and

WHEREAS, pursuant to Section 5.01 of the Declaration, the Declarant has the right at any time to record a "Declaration of Inclusion" which shall extend the provisions of the "Declaration" to additional contiguous property annexed to the "Premises" which will amend EXHIBIT A by such addition; and

WHEREAS, pursuant to Section 5.04 of the Declaration, the Declarant has the right at any time to record a "Declaration of Inclusion" which amends or supplements Exhibit B and refers to such supplements as "Additional Premises"; and

WHEREAS, the "Declarant" wishes to record this Declaration of Inclusion for such purposes;

NOW THEREFORE the "Declarant" hereby amends and supplements the "Declaration" as follows:

1. The provisions of the Declaration applicable to the Common Area located on the Additional Premises, and the rights of Declarant with respect thereto, and all other rights, easements, covenants, restrictions, burdens, uses and privileges appurtenant to the Common Area shall include and apply to the Common Area as extended by this "Declaration of Inclusion".

2. Every person or entity who shall become an Owner subject to assessment under Paragraph 4.01 of the Declaration located in such Additional Premises, shall be and become a Class A Member of the Association on the same terms and conditions, and subject to the same qualifications and limitations, as those Class A Members who are now Owners located on the Premises.

3. Declarant shall have and enjoy in such Additional Premises all easements and exercise all rights, privileges and immunities reserved to it in the "Declaration" in the same manner and with the same force and effect as though the term "Premises" as used in the "Declaration" included these Additional Premises.

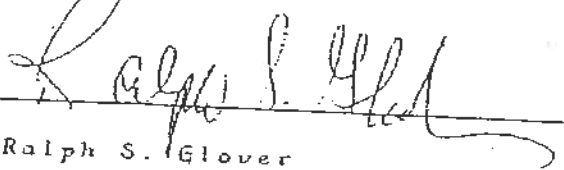
4. In all other respects, all the provisions of the "Declaration" shall include and apply to these Additional Premises and to the Owners located therein and thereon and to any Commonly-Administered Property established on such Additional Premises in the same manner and with the same force and effect as though such Additional Premises had been subjected to the provisions of the

RECORDED AND INDEXED

THIRD AMENDMENT TO MASTER DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS FOR GLENLAKES  
(Page 2)

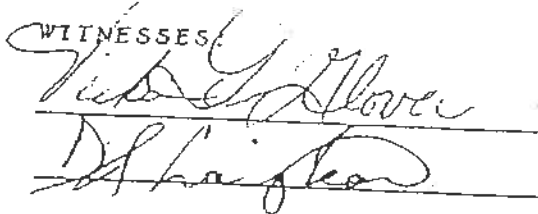
IN WITNESS WHEREOF, the Declarant has executed this  
Third Amendment as of the date set forth above.

THE GLENLAKES PARTNERSHIP  
a Florida General Partnership



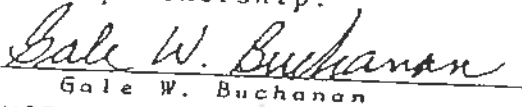
Ralph S. Glover  
Manager Partner

WITNESSES:



STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me  
this 8TH day of NOVEMBER, 1991 by Ralph S. Glover, who is  
personally known to me as Manager Partner of the GlenLakes  
Partnership, a Florida General Partnership, on behalf of  
said partnership.



Gale W. Buchanan

NOTARY PUBLIC, State of Florida at Large

My Commission Expires on July 2nd, 1995 Bonded through Gen.  
Ins. Fund.

This Instrument prepared by  
The GlenLakes Partnership

Return to:

The GlenLakes Homeowners Association  
9000 Glen Lakes Blvd.  
Brooksville, FL 34613

O. R. 840 PG 1589

R





5. EXHIBIT A attached hereto defines and describes the "Additional Premises" of this Declaration of Inclusion.

6. Exhibit B attached hereto defines and describes the "Additional Premises" of this Declaration of Inclusion referred to as Common Area.

IN WITNESS WHEREOF, The Declarant has executed this Declaration of Inclusion as of the date set forth above.

WITNESSES:

Laura A. Windham  
LAURA A. WINDHAM  
Vicki Len Glover  
VICKI LEN GLOVER

THE GLENLAKES PARTNERSHIP,  
a Florida general partnership  
Ralph S. Glover  
Ralph S. Glover  
Manager Partner

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 9th day of JANUARY, 1992, by Ralph S. Glover, as Manager Partner of The GlenLakes Partnership, a Florida general partnership, on behalf of said partnership. Ralph S. Glover is personally known to me as the Manager Partner of the aforesaid general partnership.

FL D/L #G446-737-24-044

Gale W. Buchanan  
Gale W. Buchanan  
Notary Public  
State of Florida at Large

My Commission Expires:

O.R. 849 PG 0785



## EXHIBIT "A"

A portion of land located in sections 14 and 23, Township 22 south Range 17 East. Being further described as follows: Commence at southwest corner of Section 14, Township 22 South, range, 17 East, Hernando County, Florida; thence run South 88 53' 14" East, 875. feet along the South boundary line of said Section 14 to the POINT BEGINNING; thence North 02 52' 59" West, 107.26 feet; thence North 07' 01" East; 44.35 feet; thence North 02 52' 59" West, 50.00 feet; thence North 87 07' 01" East, 45.36 feet; thence North 02 52' 59" West, 150.00 feet; thence South 37 07' 01" West, 122.30 feet; then North 51 13' 34" West, 10.29 feet; thence North 02 52' 59" West 125.17 feet, thence South 87 07' 01" West, 8.94 feet; thence North 52' 59" West, 130.00 feet; thence North 13 53' 44" East, 363.85 feet; thence North 75 46' 29" East, 69.47 feet; thence North 14 13' 31" West, 130.00 feet; thence North 75 46' 29" East, 26.72 feet; then North 14 13' 31" West, 50.00 feet; thence North 75 46' 29" East, 69. feet; thence North 14 13' 31" West, 130.00 feet; thence North 75 46' 29" East, 69.47 feet; thence North 14 13' 31" West, 130.00 feet; thence North 75 46' 29" East, 38.81 feet; thence North 14 13' 31" West, 50.00 feet; thence 45.70 feet along the arc of a 460.00 foot radius curve concave to the Southeast, subtended by a chord distance of 43.68 feet, which bears North 78 29' 47" East, and a central angle of 05 26' 55"; thence North 08 46' 56" West, 130.00 feet; thence North 53' 44" East, 517.73 feet; thence North 62 24' 06" feet; thence North 10 28' 12" East, 16.24 feet to a point on the Southerly right-of-way line of Glen Lakes Boulevard as shown on the plat of Glen Lakes Phase One Unit One as recorded in plat book 23, pages 38 thru inclusive of the public records of Hernando County, Florida; thence along said right-of-way South 79 40' 00" East, 781.25 feet; thence along the westerly boundary line of said Glen Lakes Phase One, Unit One South 10 20' 00" West, 354.33 feet; thence 138.33 feet along the arc of a 350.00 foot radius curve, concave to the southwest, subtended by a chord distance of 137.43 feet, which bears South 05 09' 30" East and a central angle of 22 38' 43"; thence 721.24 feet along the arc of a 450.00 foot radius curve, concave to the Northeast, subtended by a chord distance of 646.48 feet, which bears South 39 45' 04" East, and a central angle of 91 49' 51"; thence South 85 40' 00" East, 175.0 feet to a point on the easterly right-of-way line of Lenox Boulevard as shown on said plat of Glen Lake Phase One - Unit One; thence along said right-of-way line 269.94 feet along the arc of a 2040.00 foot radius curve, concave to the Northwest, subtended by a chord distance of 269.75 feet, which bears North 00 32' 33" East, and a central angle of 07 34' 54"; thence North 45 10' 04" East, 154.89 feet; thence North East, 125.00 feet; thence South 67 12' 57" East, 132.96 feet; thence leaving said Westerly boundary line of Glen Lakes Phase One-Unit One run South 01 54' 51" West, 1006.84 feet; thence North 75 29' 45" West 79.87 feet; thence South 80 46' 12" West, 211.38 feet; thence South 45' 50" East, 105.12 feet; thence 188.15 feet along the arc of a 275.00 foot radius curve, concave to the Southeast, subtended by a chord distance of 184.50 feet, which bears South 84 43' 46" West, and a central angle of 39 12' 03"; thence South 64 07' 45" West, 25.1 feet; thence South 25 52' 15" East, 50.00 feet; thence South 64 07' 45" West, 202.71 feet; thence South 25 52' 15" East, 45.99 feet; thence South 54 24' 02" East, 123.22 feet; thence South 09 24' 02" East, 143.38 feet; thence 98.24 feet along the arc of a 365.00 foot radius curve, concave to the Southeast, subtended by a chord distance of 97.95 feet, which bears South 43 57' 10" West and a central angle of 15 25' 18";

EXHIBIT "A" (cont.)

thence South 36 14' 31" West, 368.16 feet; thence South 03 23' 59" East, 774.84 feet; thence North 89 48' 28" East, 142.72 feet; thence South 31 35' 06" West, 364.61 feet; thence South 74 28' 05" West, 581.93 feet; thence 79.14 feet along the arc of a 285.00 foot radius curve, concave to the Northeast, subtended by a chord distance of 78.88 feet, which bears North 32 57' 16" West, and a central angle of 15 54' 35"; thence South 65 00' 01" West, 80.00 feet; thence North 24 59' 59" West, 146.72 feet; thence 44.76 feet along the arc of a 284.14 foot radius curve, concave to the Northeast, subtended by a chord distance of 44.71 feet, which bears North 20 29' 13" West, and a central angle of 09 01' 31"; thence South 65 00' 01" West, 206.11 feet; thence south 20 44' 46" West, 260.53 feet; thence North 69 59' 59" West, 133.14 feet, thence 51.38 feet along the arc of a 60.00 foot radius curve, concave to the Southwest, subtended by a chord distance of 51.02 feet, which bears North 18 00' 56" West, and a central angle of 29 57' 53"; thence North 32 59' 53" West, 91.40 feet; ;thence 24.45 feet along the arc of a 60.00 foot radius curve, concave to the Southwest, subtended by a chord distance of 24.28 feet, which bears North 44 40' 14" West, and a central angle of 23 20' 42"; thence 38.25 feet along the arc of a 25.00 foot radius curve, concave to the Northeast, subtended by a chord distance of 34.63 feet, which bears North 12 50' 48" West, and a central angle of 87 39' 34"; thence North 58 41' 01" West, 50.00 feet; thence South 31 18' 59" West, 105.59 feet; thence North 58 41' 01" West, 125.00 feet; thence North 31 18' 59" East, 950.18 feet; thence North 23 43' 15" West, 102.96 feet; thence North 02 52' 59" West, 22.74 feet to the POINT OF BEGINNING. Containing 100.912 acres more or less,

and;

A portion of Sections 14 and 23 Township 22 South, Range 17 East, Hernando County, Florida. Being further described as follows: Commence at the Northwest corner of Section 23, Township 22 South, Range 17 East; thence run South 88 53' 14" East, 1888.63 feet along the North line of said Section 23; thence North 03 23' 59" West, 256.68 feet to the POINT OF BEGINNING. Thence North 36 14' 31" East, 368.16 feet; thence 98.24 feet along the arc of a 365.00 foot radius curve, concave to the Southeast, subtended by a chord distance of 97.95 feet, which bears North 43 57' 10" East said curve having a central angle of 15 25' 18"; thence North 09 24' 02" West, 143.58 feet; thence North 54 24' 02" West, 123.22 feet; thence North 25 52' 15" West, 45.99 feet; thence North 64 07' 45" East, 202.71 feet; thence North 25 52' 15" West, 50.00 feet; thence North 64 07' 45" East, 25.11 feet; thence 188.15 feet along the arc of a 275.00 foot radius curve, concave to the Southeast, subtended by a chord distance of 184.50 feet, which bears North 83 43' 46" East, said curve having a central angle of 39 12' 03"; thence North 01 45' 50" West, 105.12 feet; thence North 30 46' 12" East, 211.38 feet; thence South 75 29' 45" East, 79.87 feet; thence South 19 00' 00" East, 272.92 feet; thence South 12 32' 02" West, 166.93 feet; thence south 04 29' 59" West 347.56 feet, thence South 06 58' 24" West, 297.15 feet; thence South 30 22' 16" West, 713.17 feet; thence South 89 48' 29" West, 374.01 feet; thence North 03 23' 59" West, 774.84 feet to the POINT OF BEGINNING. Containing 23.361 acres more or less.

EXHIBIT "B"

Parcel 9, Parcel 10, Parcel 11, Parcel 12, Parcel 13, Parcel 14,  
Parcel 15, Parcel 36, Parcel 37 and Parcel 38.

PREPARED BY AND RETURN TO

THE GLEN LAKES PARTNERSHIP

9000 GLEN LAKES BLVD.

BROOKSVILLE, FL 34613

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00221

O.R. 849 PG

0788

pg 1

013705

FOURTH AMENDMENT TO MASTER DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES

THIS FOURTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES ("Fourth Amendment") is made this 21st day of April, 1992, to that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes (the "Declaration") recorded September 25, 1989, in O. R. Book 751, Pages 1030-1052, as amended by that certain First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes (the "First Amendment") recorded March 8th, 1990, in O.R. Book 770, Page 1804, as amended by that certain Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes (the "Second Amendment") recorded January 15th, 1991 in O.R. Book 807, Pages 0041-0042, as amended by that certain Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes (the "Third Amendment") recorded November 8th, 1991 in O.R. Book 840, Pages 1588 and 1589, all in the Public Records of Hernando County, Florida.

WHEREAS, the Declaration was recorded by The GlenLakes Partnership ("Declarant") as aforesaid; and

WHEREAS, the Declaration contains certain clerical and typographical errors and omissions; and

WHEREAS, pursuant to Section 10.03 of the Declaration, the Declarant has the right at any time to record "Special Amendments" for the purpose of correcting such errors prior to such time as the Declarant no longer has the right to appoint a single Director to the Board of Directors; and

WHEREAS, the Declarant wishes to record this Fourth Amendment for the purpose of clarifying certain provisions of the Declaration,

NOW THEREFORE, The Declarant hereby amends the Declaration as follows:

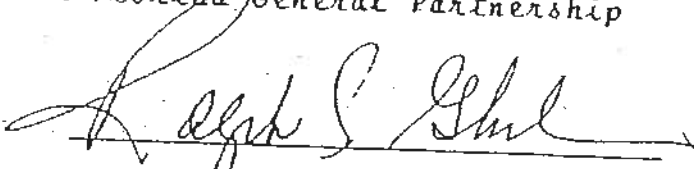
1. Paragraph 3.08 of the Declaration is amended by deleting it in its entirety and substituting the following in its place:

3.08 No Dedication to Public Use. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Premises to or for any public use or purpose whatsoever except that from time to time, by plat reference, exempt wetlands shall be identified and preserved in perpetuity as undisturbed wetlands.

FOURTH AMENDMENT TO MASTER DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS FOR GLENLAKES  
(Page 2)

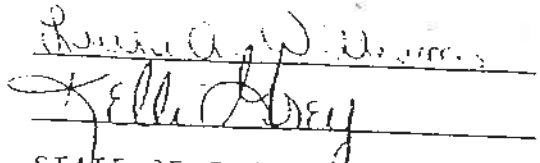
IN WITNESS WHEREOF, the Declarant has executed this  
Fourth Amendment as of the date set forth above.


THE GLENLAKES PARTNERSHIP  
a Florida General Partnership



Ralph S. Glover  
Manager Partner

WITNESSES:



  
Kelli Grey

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me  
this 21st day of APRIL, 1992 by Ralph S. Glover, who is  
personally known to me as Manager Partner of the GlenLakes  
Partnership, a Florida General Partnership, on behalf of  
said partnership. FL D/L # G 416-737-24-044



Gale W. Buchanan

NOTARY PUBLIC, State of Florida at Large

My Commission Expires on July 2nd, 1995 Bonded through Gen.  
Ins. Fund.

This Instrument prepared by  
The GlenLakes Partnership

Return to:

The GlenLakes Homeowners Association  
9000 Glen Lakes Blvd.  
Brooksville, FL 34613



O. R. 862 PG 0207

013706

FIFTH AMENDMENT TO MASTER DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES

THIS FIFTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES ("Fifth Amendment") is made this 21st day of April, 1992, to that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes (the "Declaration") recorded September 25, 1989, in O. R. Book 751, Pages 1030-1052, as amended by that certain First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes (the "First Amendment") recorded March 8th, 1990, in O.R. Book 770, Page 1804, as amended by that certain Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes (the "Second Amendment") recorded January 15th, 1991 in O.R. Book 807, Pages 0041-0042, as amended by that certain Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes (the "Third Amendment") recorded November 8th, 1991 in O.R. Book 840, Pages 1588 and 1589, as amended by that certain Fourth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes (the "Fourth Amendment") recorded April 29th, 1992 in O.R. Book 862, Pages 206-207 all in the Public Records of Hernando County, Florida.

WHEREAS, the Declaration was recorded by The GlenLakes Partnership ("Declarant") as aforesaid; and

WHEREAS, the Declaration contains certain clerical and typographical errors and omissions; and

WHEREAS, pursuant to Section 10.03 of the Declaration, the Declarant has the right at any time to record "Special Amendments" for the purpose of correcting such errors prior to such time as the Declarant no longer has the right to appoint a single Director to the Board of Directors; and

WHEREAS, the Declarant wishes to record this Fifth Amendment for the purpose of clarifying certain provisions of the Declaration,

NOW THEREFORE, The Declarant hereby amends the Declaration as follows:

1. Whereas "Exhibit C-2" is referred to and meant to be included within the original Declaration the following four pages constitute "Exhibit C-2" in its entirety.

"EXHIBIT C-2"

This Exhibit C-2, made this 21st day of April, 1992 by the Glenlakes Partnership, 9000 Glen Lakes Blvd., Brooksville, FL, 34613 is herewith added to, and will become a part of that certain MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES (the "Declaration") recorded September 25th, 1989 in O.R. Book 751, Pages 1030 through 1052, of the Public Records of Hernando County, Florida.

"EXHIBIT C-2"

ARCHITECTURAL RESTRICTIONS FOR PLANTATION ESTATES

All homes situated within the Estate Section of Glenlakes Phase One, Unit One, known as "Plantation Estates", will be subject to additional restrictions as set forth herein. Said restrictions are in addition to the restrictions set forth in the "Declaration of Covenants, Conditions, Restrictions and Easements for Glenlakes Estates Section" and are not designed to conflict with the "Declaration" which is and will be the dominant document.

In order to establish original policies and guidelines and to oversee the continuing administration of these policies an "Architectural Review Board" will be established. This board, composed of various members of the community will be responsible for the ongoing administration of the policies that it establishes.

DEFINITIONS

**ARCHITECTURAL REVIEW BOARD** The body of residents, builders, and developers staff that make up the official board which establishes the policies and procedures pertaining to "Plantation Estates", hereinafter known as the "Board".

**BUILDER** Builder is defined as those individuals or companies, approved by the developer, that are engaged in the business of home construction within "Plantation Estates".

**DEVELOPERS STAFF** Any person, persons or agents that the developer of Glenlakes wishes to have represent their interests in the development, and specifically in "Plantation Estates".

**PLANTATION ESTATES** That group of lots numbered as follows: Lots 39, 40, 41, 42, 45, 46, 47, 48, 50, 51, 52, 53, 54, and 55 more fully described in a replat map, # D-170, Dated 8/27/91 and filed as a replat to that portion of Sec. 14, Twp. 22S, Rng. 17E described in Exhibit "C-1" of the "Declaration".



**RESIDENT** Any person, persons, or entities having legal ownership of a lot or lots as described in Paragraph 1.15 of the "Declaration".

### THE BOARD

The "Plantation Estates Architectural Review Board", known as "The Board", will be composed of members in the following manner;

ONE MEMBER FROM THE DEVELOPERS STAFF  
ONE BUILDER MEMBER  
THREE RESIDENT MEMBERS

The Developer and Builder will have a seat on the Board until such time that Plantation Estates is fully built-out. Defined as when all lots have had a single family residence built on it and issued a certificate of occupancy by the governing county agency. Resident members will be selected by committee nomination based on interest and available time of the resident.

Terms of office and voting rights will be established at the first meeting of the Board. Until such time that a full board can be established the developer and builder will comprise the Board and be a quorum, such formation and voting rights shall not conflict with the "Declaration" which is the dominant document.

### PLANS AND SPECIFICATIONS

Anyone wishing to erect, build, establish, or fashion a residence on any Plantation Estate lot or lots shall first, before commencement of any work, submit full plans and specification to the Board for review. This review is designed to check for adherence to the policies of the Board and any restrictions pertaining to the Estate Areas. The Board shall establish meeting times for review of these plans based on the volume of review requested.

Plans shall include two sets of the following: Site plan showing all proposed structures and improvements. Floor plan with breakdowns in square footage noted. All elevations showing materials, overhangs and roof slopes, window and door types. Landscaping plan with irrigation layout. Pool cage plan and elevation, if applicable.

Specifications will provide all information regarding exterior materials, colors, types, finishes, sizes, relative locations to grade, numbers, style, location, and any other information pertaining to the overall exterior design of the structure. Additional information may be requested by the Board in order to determine the full extent of the design.

One copy of the plans will be returned to the owner or owners' agent once a notice to proceed is released.

any deviation of plans and specifications which affects the size, location of structure, exterior elevations, exterior materials, site plan, or similar exterior improvement will be first submitted to the Board for approval. The Board will notify owner or owners' agent in writing of approval or disapproval of submitted item or items.

All decisions rendered by the Board shall be in keeping with the intent, reservations, restrictions and terms of Article VII and Article VIII of the "Declaration" and shall in no way dilute decisions rendered by the Committee established by Article VIII of the "Declaration".

### SPECIFIC GUIDELINES AND RESTRICTIONS

Homes located within Plantation Estates will be restricted to the following requirements:

Homes having less than 3000 square feet of living area, as defined within the "Declaration", will not be permitted in "Plantation Estates". Any and all plans submitted to the Board that are found, after calculation, to be less than three thousand square feet of living space will be rejected by the Board.

All garages, driveways exterior materials, and all other improvements must meet or exceed those requirements and restrictions contained in Article VIII and Article IX of the "Declaration".

The construction of the house, and all other improvements must be completed within one year after the construction of same has commenced, except where completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities or other reasons, none of which may constitute a violation of the "Declaration".

### MINIMUM REQUIREMENTS FOR LANDSCAPING

The Board, from time to time, may set certain minimums for landscaping that will fit pleasantly into the already established neighborhood known as "Plantation Estates" and will make their recommendations known to all applicants prior to the filing of any landscaping plan.

### GUEST SUITES OR SERVANTS QUARTERS

Guest Suites or Servants Quarters built as integral parts of the residence but separated by other doors are allowed as part of the main dwelling or as an accessory building, but such suite may not be rented or leased except as part of the entire premises including the main building, and that such guest suite would not result in overcrowding of the lot as defined in the setbacks or county zoning requirements and meets such other restrictions as contained in the "Declaration".

ADDITIONAL RESTRICTIONS

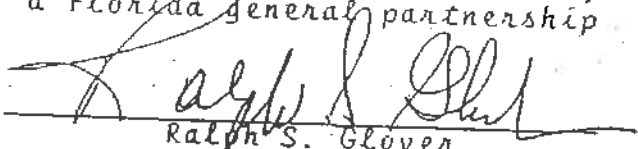
Any swimming pool, tennis court, hot tub or other such bathing facility, or playing surface which is of permanent construction (e.g. shuffleboard courts, etc.) to be constructed on any lot shall be subject to the requirements and review of the Board. Particular attention shall be paid to avoid excessive glare and reflection of any proposed lighting system on adjacent lots.

THE BOARD

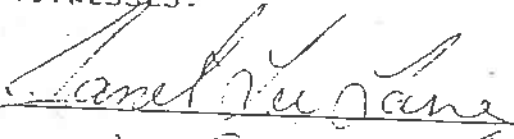
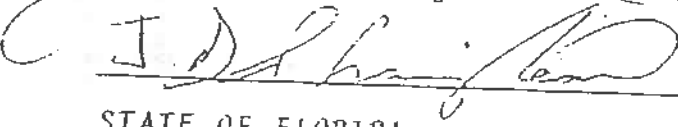
The Architectural Review Board will meet at least two times per year to evaluate policies, procedures, and elect officers on an as needed basis. A Plan Review Committee will be established in order to review plans and make recommendations on designs. This Plan Review Committee will be composed of a portion of the board members and will meet on an as needed basis.

A complete policy and procedure plan will be formulated once a full board is formed under the guidelines stated herein.

IN WITNESS WHEREOF, The Declarant has executed this Exhibit C-2 as of the date set forth above.

THE GLENLAKES PARTNERSHIP,  
a Florida general partnership  
  
Ralph S. Glover  
Manager Partner

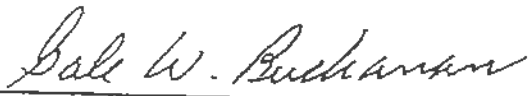
WITNESSES:

 - Janet Lee Lane  
 DAVID CRAIGHEAD

STATE OF FLORIDA  
COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me this 21st day of April, 1992, by Ralph S. Glover, identified by Florida Drivers License, as manager partner of the Glenlakes Partnership, a Florida general partnership, on behalf of said partnership. #G 416-737-24-044

Prepared by and return to  
The Glenlakes Partnership  
9000 Glen Lakes Blvd.  
Brooksville, FL 34613

  
Gale W. Buchanan

NOTARY PUBLIC  
STATE OF FLORIDA

004562  
SIXTH AMENDMENT TO MASTER DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR GLENLAKES

O. R. 1003-PG 1855

THIS SIXTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES ("Sixth Amendment") is made this 30 day of November, 1994, to that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes (the "Declaration") recorded September 25, 1989, in O. R. Book 751, Pages 1030-1052, as amended by that certain First Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes (the "First Amendment") recorded March 8, 1990, in O. R. Book 770, Page 1804, as amended by that certain Second Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes (the "Second Amendment") recorded January 15, 1991, in O. R. Book 807, Pages 41-42, as amended by that certain Third Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes (the "Third Amendment") recorded November 8, 1991, in O. R. Book 840, Pages 1588 and 1589, as amended by that certain Fourth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes (the "Fourth Amendment") recorded April 29, 1992, in O. R. Book 862, Pages 206-207, as amended by that certain Fifth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes (the "Fifth Amendment") recorded April 29, 1992, in O. R. Book 862, Pages 208-212, all in the Public Records of Hernando County, Florida.

WHEREAS, the Declaration was recorded by The GlenLakes Partnership ("Declarant") as aforesaid; and

WHEREAS, the Declaration contains certain clerical and typographical errors and omissions; and

WHEREAS, pursuant to Section 10.03 of the Declaration, the Declarant has the right at any time to record "Special Amendments" for the purpose of correcting such errors prior to such time as the Declarant no longer has the right to appoint a single Director to the Board of Directors; and

WHEREAS, the Declarant wishes to record this Sixth Amendment for the purpose of clarifying certain provisions of the Declaration;

NOW THEREFORE, the Declarant hereby amends the Declaration as follows:

1. The Declaration is amended by cancelling the existing Exhibit "B" and incorporating in lieu thereof Exhibit "B" attached hereto and made a part hereof.

2. Section 10.06 is amended in its entirety to now read as follow:

10.06 Enforcement. The Association, any aggrieved Owners, and each person to whose benefit these covenants, conditions, restrictions, or easements inure may proceed at law or in equity to prevent the occurrence, continuation or violation of any provisions of any covenant, condition, restriction, or easement, and the Court in such action may award the successful party reasonable expenses in prosecuting such action, including reasonable attorney's fees.

IN WITNESS WHEREOF, the Declarant has executed this Sixth Amendment on the date set forth hereinabove.

THE GLEN LAKES PARTNERSHIP, a Florida general Partnership, 9000 Glen Lakes Blvd. Weeki Wachee, FL 34613

WITNESSES:

[Handwritten signatures of witnesses]

By: [Handwritten signature] Its: [Handwritten signature]

STATE OF FLORIDA COUNTY OF HERNANDO

The foregoing instrument was acknowledged before me, a Notary Public for the State of Florida at large, this November 30, 1994, by Ralph S. Glover, who is personally known to me -OR- who produced [signature] as identification and who did not take an oath.

Laura A. Williams Notary Public (signature)

Laura A. Williams Notary Public (name printed) My Commission Expires: 7-13-95

LAURA A. WILLIAMS Notary Public, State of Florida My comm expires July 13, 1995 No. CC 305988

EXHIBIT B

1. All roadways and streets as shown on the plat of GLENLAKES, according to the map or plat thereof recorded in Plat Book 23, Pages 38-47, Public Records of Hernando County, Florida, and the street lights, medians, guard houses and other facilities and improvements located thereon, but excluding therefrom the improvements, if any, on Lot C-4.

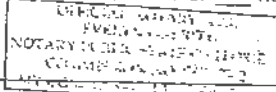
2. Excluding Aqua Range Lake, all other lakes, ponds, and similar bodies of water and drainage facilities located in Glenlakes.

3. Parcels C1, C2A, C3 AND C8, and improvements located thereon and therein, including without limitation entrance features, lighting, landscaping and irrigation facilities.

STATE OF FLORIDA )  
COUNTY OF HERNANDO )

\*\* OFFICIAL RECORDS \*\*  
AK: 1045 PG: 329

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of December, 1995, by RALPH S. GLOVER as MANAGER PARTNER of THE GLEN LAKES PARTNERSHIP, a Florida general partnership, on behalf of the partnership. He/she is either (please check as applicable)  personally known to me or  has produced \_\_\_\_\_ as identification.



Print or  
Stamp Name: EVELYN GARBITY  
Notary Public Evelyn Garbity  
My commission expires: 11-2-99  
My commission number is: CC507552

(NOTARIAL SEAL)

JOINER OF GLENLAKES HOMEOWNERS ASSOCIATION, INC.

GlenLakes Homeowners Association, Inc., hereby joins in the execution of this Amendment for the purpose of evidencing its consent to and its agreement to be bound by the provisions hereof.

WITNESSED BY:

GLENLAKES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit

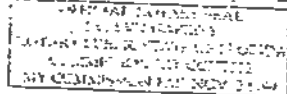
Carle J. Pelletier  
Signature  
CARLE J. PELLETIER  
Print Name

By: [Signature]  
Name: DAVID CRAIGHEAD  
Its: V.P. & TREASURER

Evelyn Garbity  
Signature  
EVELYN GARBITY  
Print Name

STATE OF FLORIDA )  
COUNTY OF HERNANDO )

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of December, 1995, by DAVID CRAIGHEAD, as V.P. & TREASURER of GLENLAKES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation. He/she is either (please check as applicable)  personally known to me or  has produced \_\_\_\_\_ as identification.



Print or  
Stamp Name: EVELYN GARBITY  
Notary Public Evelyn Garbity  
My commission expires: 11-2-99  
My commission number is: CC507552

(NOTARIAL SEAL)

L:\REVAA\GLENLAKES\_HOAWMEND\DECAMEND.7TH





28.50

**\*\* OFFICIAL RECORDS \*\***  
BK: 1103 PG: 816

PREPARED BY AND AFTER RECORDING  
RETURN TO:  
J. Alan Asendorf, Esquire  
Trenam, Kemker, Scharf, Barkin,  
Frye, O'Neill & Mullis, P.A.  
101 E. Kennedy Blvd., Suite 2700  
Tampa, FL 33602

**B**

FILE# 97-000184  
HERNANDO COUNTY, FLORIDA

RCD Jan 03 1997 01:30pm  
KAREN NICOLAI, CLERK

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**EIGHTH AMENDMENT  
TO MASTER DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES**

THIS EIGHTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES (this "Amendment") is made this 13 day of December, 1996, by THE GLEN LAKES PARTNERSHIP, a Florida general partnership ("Declarant").

WHEREAS, Declarant has heretofore executed a certain Master Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes (the "Original Declaration"), recorded in O.R. Book 751 at page 1030 of the Public Records of Hernando County, Florida (the "Records"); and

WHEREAS, the Original Declaration has been amended by operation of the documents described on Exhibit "A" attached hereto and by this reference incorporated herein (the Original Declaration as so amended being hereinafter called the "Declaration"); and

WHEREAS, pursuant to Paragraphs 5.01, 5.02 and 5.04 of the Declaration, Declarant is vested with the right, power and authority to amend the Declaration from time to time in order to (a) subject additional lands to the jurisdiction, operation and effect of the Declaration, and (b) designate as "Common Area" all or any part of such additional lands; and

WHEREAS, Declarant has heretofore caused to be duly executed and recorded the subdivision plats described on Exhibit "B" attached hereto and by this reference incorporated herein (collectively, the "Glen Lakes Plats"); and

WHEREAS, pursuant to and by operation of the Glen Lakes Plats:



(1) the lands subdivided thereby (collectively, the "Platted Lands") have been subjected to the jurisdiction, operation and effect of the Declaration; and

(2) certain portions of the Platted Lands (collectively, the "Dedicated Property") have been dedicated to the GlenLakes Homeowners Association, Inc. (the "Association") for the use and benefit of its members; and

WHEREAS, pursuant to and by operation of the Declaration and the Glen Lakes Plats, upon the recordation of each Glen Lakes Plat in the Records:

(1) such plat became a "Declaration of Inclusion" as defined and described in the Declaration; and

(2) the Platted Lands described thereon became "Additional Premises" as defined and described in the Declaration (except for any such lands that already constituted portions of the Premises under the Declaration at the time of the recordation of the Glen Lakes Plat on which they are described); and

WHEREAS, pursuant to and by operation of the Declaration and the Glen Lakes Plats:

(1) the Platted Lands constitute portions of the "Premises" as defined and described in the Declaration; and

(2) the Dedicated Property constitutes a portion of the "Common Area" as defined and described in the Declaration; and

WHEREAS, Declarant desires to execute and record this Amendment in order to ratify and affirm the operation and effect of the Glen Lakes Plats in (a) annexing the Platted Lands to, and constituting them a part of, the Premises under the Declaration, and (b) constituting the Dedicated Property a portion of the Common Area under the Declaration.

NOW, THEREFORE, for and in consideration of the premises, Declarant hereby amends the Declaration as follows:

1. The foregoing recitals are by this reference incorporated herein and made a part hereof.

2. Declarant hereby affirms and declares as follows:

(a) Each Glen Lakes Plat was intended and shall be construed, effective as of the date of its recordation in the Records, to constitute a "Declaration of Inclusion" for purposes of the Declaration.



(b) The provisions of the Declaration that are applicable to Additional Premises (including without limitation the provisions of Paragraph 5.02 of the Declaration) are intended and shall be construed, effective as of the date of recordation of each Glen Lakes Plat, to apply with full force and effect to the Platted Lands described thereon (except for any such Platted Lands that already constituted portions of the Premises under the Declaration at the time of the recordation of the Glen Lakes Plat on which they are described).

(c) All references in the Declaration to the Premises include the Platted Lands.

(d) All references in the Declaration to the Common Area include the Dedicated Property.

3. Hereafter, any subdivision plat executed by Declarant and recorded in the Records that, by its terms, subjects the lands described thereon to the jurisdiction, operation or effect of the Declaration, shall be deemed for all purposes to constitute a Declaration of Inclusion. Accordingly, upon the recordation of any such plat:


(a) the lands described thereon shall for all purposes constitute Additional Premises; and

(b) the portions of such lands that, by the terms of the plat, are dedicated to the Association for the use or benefit of its members shall for all purposes constitute additional Common Area included therein.


IN WITNESS WHEREOF, Declarant has caused this Amendment to be duly executed as of the day and year above written.

WITNESSES:

THE GLENLAKES PARTNERSHIP, a Florida general partnership

  
\_\_\_\_\_  
Signature  
Angelina De Cola  
Print Name

By: CANHERN HOLDINGS, INC., a Florida corporation, Managing Partner

  
\_\_\_\_\_  
Signature  
HASICKEL MURRAY  
Print Name

By:   
\_\_\_\_\_  
Dennis R. Simm, Secretary



COUNTRY OF CANADA )  
 )SS:  
 PROVINCE OF ONTARIO )

The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of December, 1996, by DENNIS R. SIMM, as Secretary of CANHERN HOLDINGS, INC., a Florida corporation, as Managing Partner of THE GLENLAKES PARTNERSHIP, a Florida general partnership, on behalf of the corporation and the partnership. He either [please check as applicable]  is personally known to me, or \_\_\_\_\_ presented \_\_\_\_\_ as identification.

Angelina De Cola  
 Notary Public  
 Print Name: Angelina De Cola  
 Commission No.: \_\_\_\_\_  
 My Commission Expires: Oct 1/99

(NOTARIAL SEAL)

ANGELINA De COLA, a Commissioner, etc.,  
 Regional Municipality of York, for Aspen Ridge  
 Homes Ltd., its subsidiaries, associates and  
 affiliates. Expires October 1, 1999.

L:\REVA\GLENLAKE.GP\DECS\MASTER\MEND.8TH





**EXHIBIT "A"**

1. **FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES, recorded in O.R. Book 770 at page 1804 of the Public Records of Hernando County, Florida (the "Records").**
2. **SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES, recorded in O.R. Book 807 at page 41 of the Records.**
3. **THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES, recorded in O.R. Book 840 at page 1588 of the Records.**
4. **FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES, recorded in O.R. Book 862 at page 206 of the Records.**
5. **FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES, recorded in O.R. Book 862 at page 208 of the Records.**
6. **SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES, recorded in O.R. Book 1003 at page 1855 of the Records.**
7. **SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES, recorded in O.R. Book 1045 at page 327 of the Records.**



**EXHIBIT "B"**

1. GLEN LAKES PHASE ONE-UNIT ONE, recorded in Plat Book 23 at page 38 of the Public Records of Hernando County, Florida (the "Records").
2. GLEN LAKES PHASE ONE-UNIT TWO "A," recorded in Plat Book 26 at page 14 of the Records.
3. GLEN LAKES PHASE ONE-UNIT TWO "B," recorded in Plat Book 28 at page 1 of the Records.
4. GLEN LAKES PHASE ONE-UNIT THREE, recorded in Plat Book 26 at page 18 of the Records.
5. GLEN LAKES PHASE ONE-UNIT FOUR "A," recorded in Plat Book 29 at page 31 of the Records.
6. GLEN LAKES PHASE ONE-UNIT FIVE SECTION ONE "A," recorded in Plat Book 26 at page 38 of the Records.
7. GLEN LAKES PHASE ONE-UNIT FIVE "B," recorded in Plat Book 29 at page 24 of the Records.
8. GLEN LAKES PHASE ONE-UNIT SIX "A," recorded in Plat Book 26 at page 40 of the Records.
9. GLEN LAKES PHASE ONE-UNIT SEVEN "A," recorded in Plat Book 26 at page 33 of the Records.
10. GLEN LAKES PHASE ONE-UNIT SEVEN "B," recorded in Plat Book 28 at page 26 of the Records.



19.50

\*\* OFFICIAL RECORDS \*\*  
BK: 1103 PG: 756

PREPARED BY AND AFTER RECORDING  
RETURN TO:

J. Alan Asendorf, Esquire  
Trenam, Kemker, Scharf, Barkin,  
Frye, O'Neill & Mullis, P.A.  
101 E. Kennedy Blvd., Suite 2700  
Tampa, FL 33602

R

FILE# 97-000174  
HERNANDO COUNTY, FLORIDA

RCD Jan 03 1997 01:26pm  
KAREN NICOLAI, CLERK

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**NINTH AMENDMENT  
TO MASTER DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES**

THIS NINTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES (this "Amendment") is made this 13 day of December, 1996, by THE GLEN LAKES PARTNERSHIP, a Florida general partnership ("Declarant").

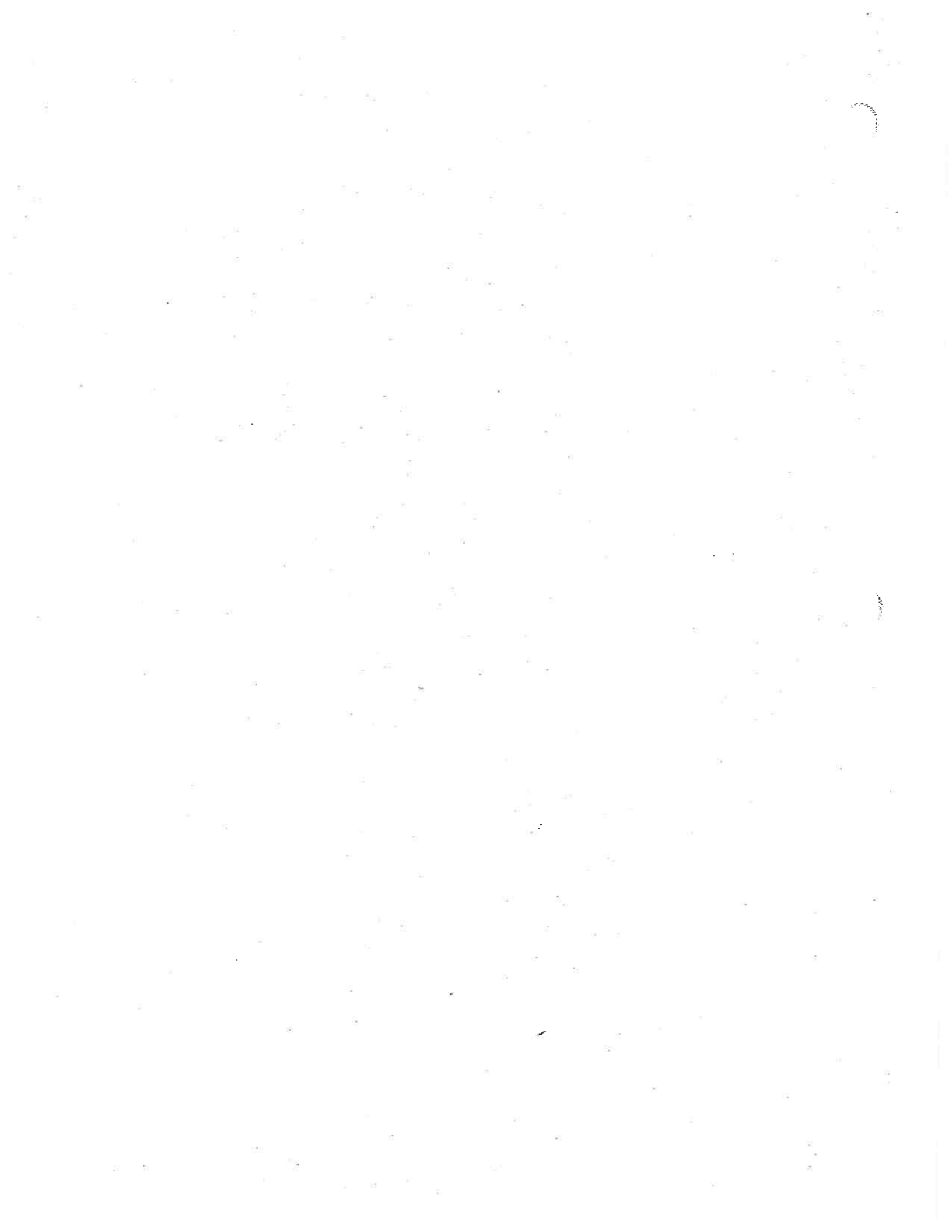
WHEREAS, Declarant has heretofore executed a certain Master Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes (the "Original Declaration"), recorded in O.R. Book 751 at page 1030 of the Public Records of Hernando County, Florida (the "Records"); and

WHEREAS, the Original Declaration has been amended by operation of the documents described on Exhibit "A" attached hereto and by this reference incorporated herein (the Original Declaration as so amended being hereinafter called the "Declaration"); and

WHEREAS, the Premises (as defined in the Declaration) include certain commercial parcels legally described as follows (hereinafter called the "Commercial Parcels"):

Parcel C-4, Parcel C-5, Parcel C-6 and Parcel C-7, GLEN LAKES PHASE ONE - UNIT ONE, according to the plat thereof recorded in Plat Book 23 at page 38 of the Public Records of Hernando County, Florida.

WHEREAS, the Commercial Parcels are unimproved, no Common Area (as defined in the Declaration) is located thereon, and the Commercial Parcels are not integrated, physically or functionally, with the residential community that comprises the majority of the Premises; and



WHEREAS, pursuant to Section 10.09 of the Declaration, Declarant is vested with the right, power and authority to amend the Declaration at any time for the purpose of removing portions of the Premises from the operation and effect of any or all of the provisions of the Declaration; and


WHEREAS, Declarant desires to amend the Declaration to provide that the Commercial Parcels shall no longer constitute a part of the Premises.


NOW, THEREFORE, for and in consideration of the premises, Declarant hereby amends the Declaration as follows:

Hereafter, the Commercial Parcels shall not constitute a part of the Premises as defined and described in the Declaration, and the term "Premises" shall not be deemed or construed to include the Commercial Parcels; provided, however, that nothing contained herein is intended or shall be construed to terminate, impair or otherwise affect any easements appurtenant to the Commercial Parcels created by operation of Paragraph 3.02 of the Declaration.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be duly executed as of the day and year above written.

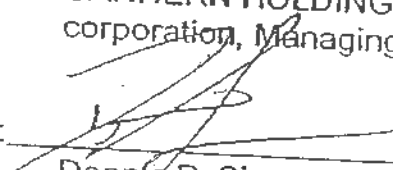
WITNESSES:

  
\_\_\_\_\_  
Signature  
Angelina De Cola  
Print Name

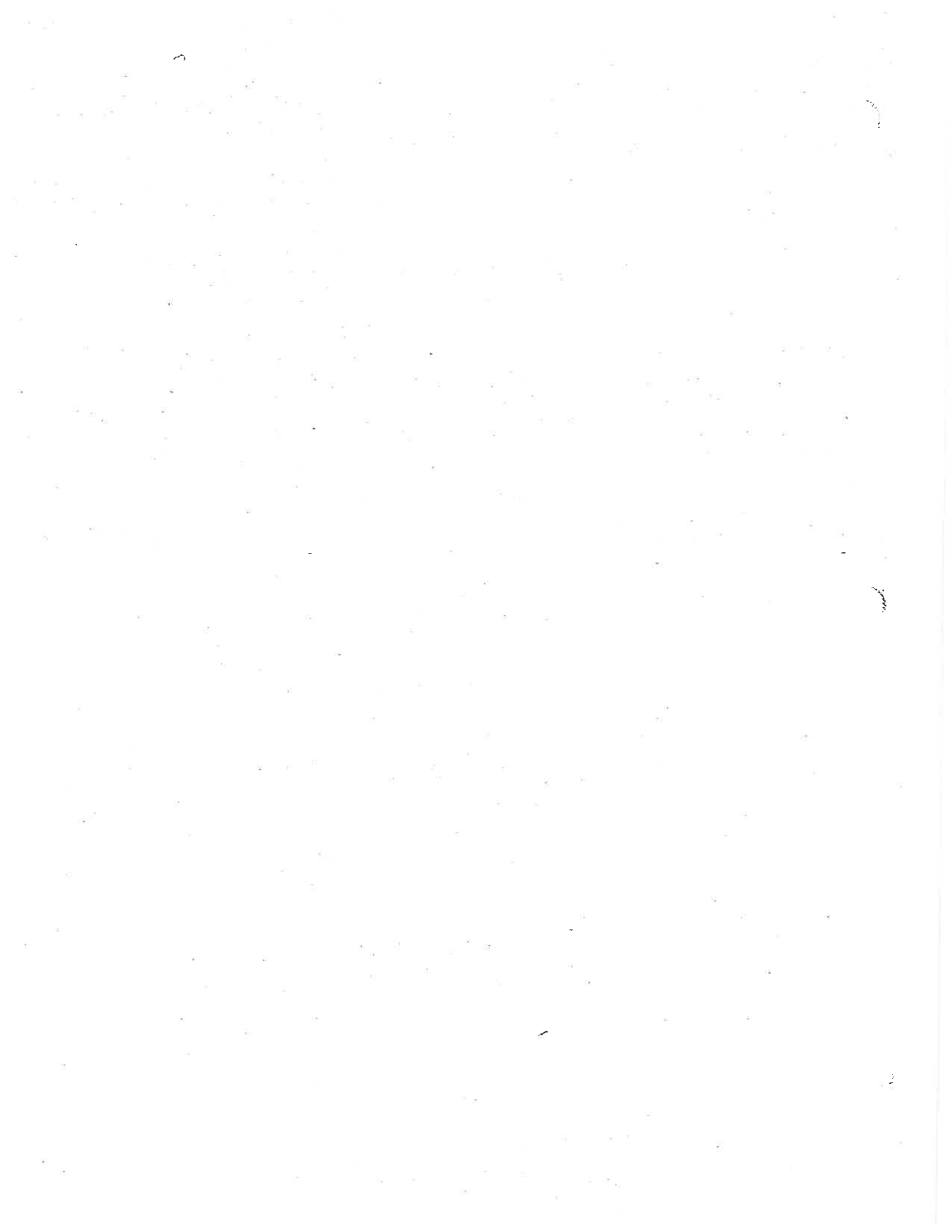
  
\_\_\_\_\_  
Signature  
HASKELL MURRAY  
Print Name

THE GLENLAKES PARTNERSHIP, a Florida  
general partnership

By: CANHERN HOLDINGS, INC., a Florida  
corporation, Managing Partner

By:   
\_\_\_\_\_  
Dennis R. Simm, Secretary

7-20-00 10:00 AM





COUNTRY OF CANADA )  
 )SS:  
PROVINCE OF ONTARIO )

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of December, 1996, by DENNIS R. SIMM, as Secretary of CANHERN HOLDINGS, INC., a Florida corporation, as Managing Partner of THE GLENLAKES PARTNERSHIP, a Florida general partnership, on behalf of the corporation and the partnership. He either [please check as applicable]  is personally known to me, or  presented \_\_\_\_\_ as identification.

[Signature]  
Notary Public  
Print Name: Angelina De Cola  
Commission No.: 0  
My Commission Expires: October 1/99

(NOTARIAL SEAL)

ANGELINA De COLA, a Commissioner, etc.,  
Regional Municipality of York for Aspen Ridge  
Homes Ltd, its subsidiaries, associates and  
affiliates. Expires October 1, 1999.

L:\REJA\GLENLAKE.GP\DECS\MASTER\AMEND.9TH

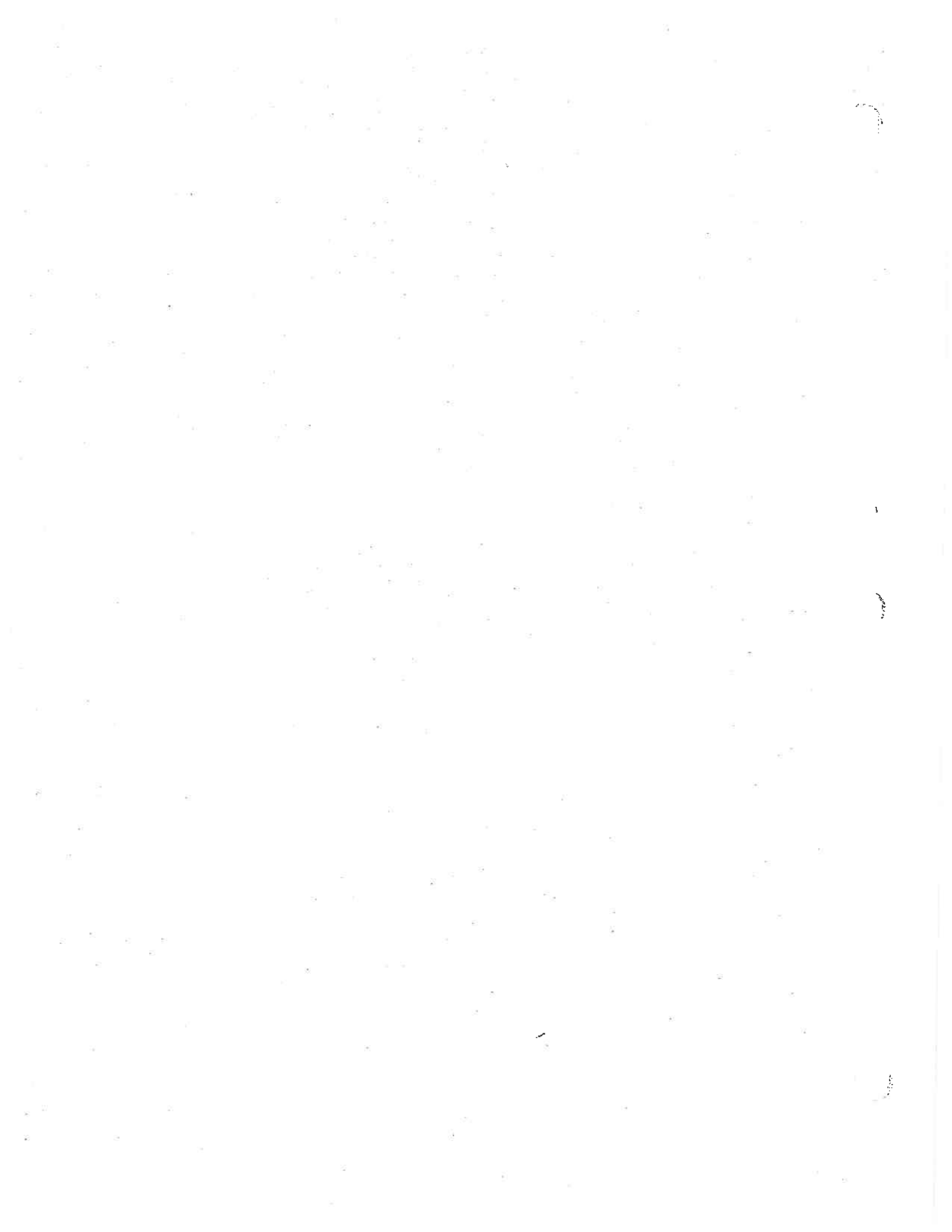
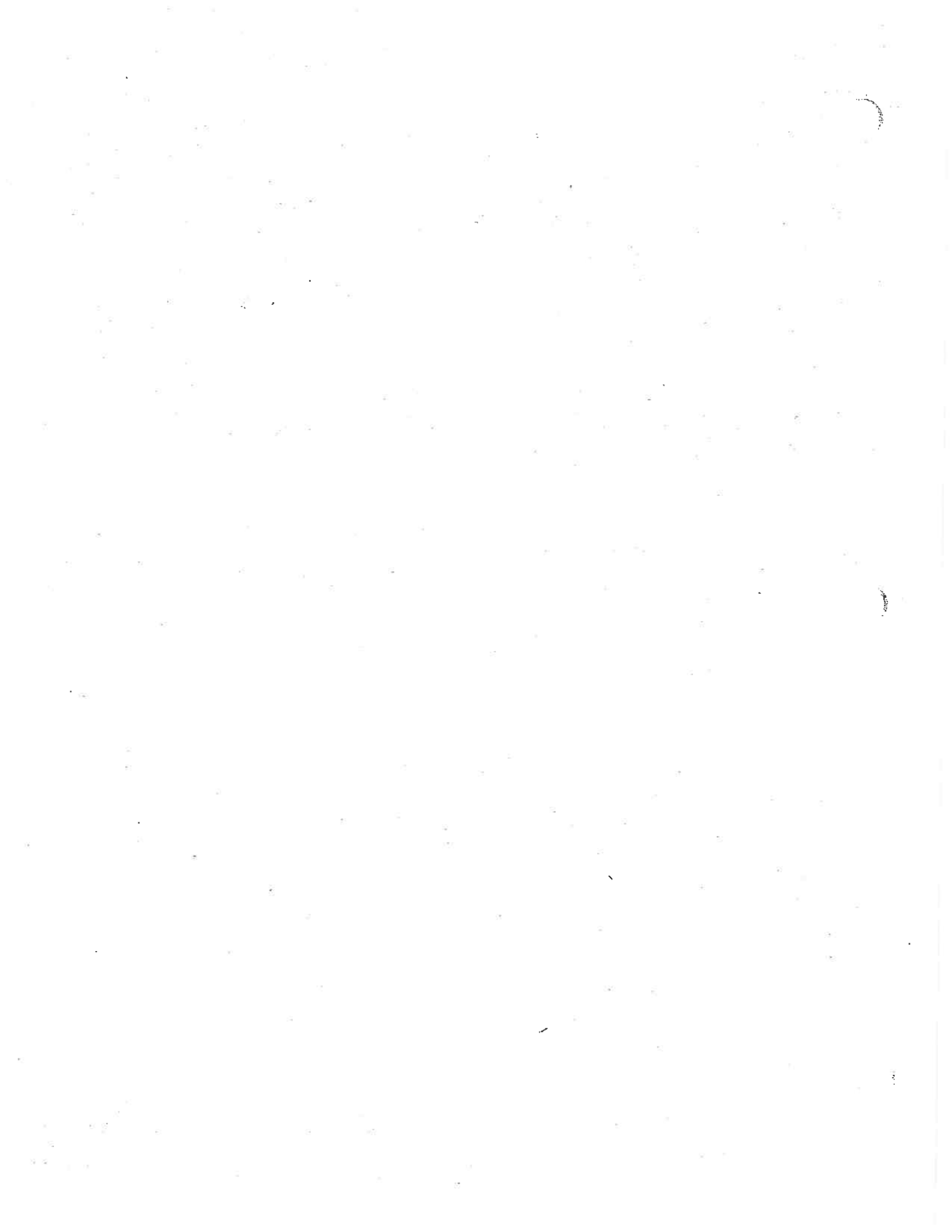


EXHIBIT "A"

1. FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES, recorded in O.R. Book 770 at page 1804 of the Public Records of Hernando County, Florida (the "Records").
2. SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES, recorded in O.R. Book 807 at page 41 of the Records.
3. THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES, recorded in O.R. Book 840 at page 1588 of the Records.
4. FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES, recorded in O.R. Book 862 at page 206 of the Records.
5. FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES, recorded in O.R. Book 862 at page 208 of the Records.
6. SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES, recorded in O.R. Book 1003 at page 1855 of the Records.
7. SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES, recorded in O.R. Book 1045 at page 327 of the Records.
8. EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES, recorded in the Records contemporaneously with the recordation of this Ninth Amendment.



PREPARED BY AND AFTER RECORDING  
RETURN TO:

J. Alan Asendorf, Esquire  
Trenam, Kemker, Scharf, Barkin,  
Frye, O'Neill & Mullis, P.A.  
101 E. Kennedy Blvd., Suite 2700  
Tampa, FL 33602

19.50

\*\* OFFICIAL RECORDS \*\*  
BK: 1105 PG: 1594

FILE# 97-002269  
HERNANDO COUNTY, FLORIDA

RCD Jan 22 1997 04:01pm  
KAREN NICOLAI, CLERK

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**TENTH AMENDMENT  
TO MASTER DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES**

THIS TENTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES (this "Amendment") is made this 13 day of January, 1998, by THE GLEN LAKES PARTNERSHIP, a Florida general partnership ("Declarant").

WHEREAS, Declarant has heretofore executed a certain Master Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes (the "Original Declaration"), recorded in O.R. Book 751 at page 1030 of the Public Records of Hernando County, Florida (the "Records"); and

WHEREAS, the Original Declaration has been amended by operation of the documents described on Exhibit "A" attached hereto and by this reference incorporated herein (the Original Declaration as so amended being hereinafter called the "Declaration"); and

WHEREAS, the Premises (as defined in the Declaration) include certain commercial property that is legally described on Exhibit "B" attached hereto and by this reference incorporated herein (hereinafter called the "Commercial Parcel"); and

WHEREAS, the Commercial Parcel is unimproved, no Common Area (as defined in the Declaration) is located thereon, and the Commercial Parcel is not integrated, physically or functionally, with the residential community that comprises the majority of the Premises; and

WHEREAS, pursuant to Section 10.09 of the Declaration, Declarant is vested with the right, power and authority to amend the Declaration at any time for the purpose of removing portions of the Premises from the operation and effect of any or all of the provisions of the Declaration; and

WHEREAS, Declarant desires to amend the Declaration to provide that the Commercial Parcel shall no longer constitute a part of the Premises.

NOW, THEREFORE, for and in consideration of the premises, Declarant hereby amends the Declaration as follows:

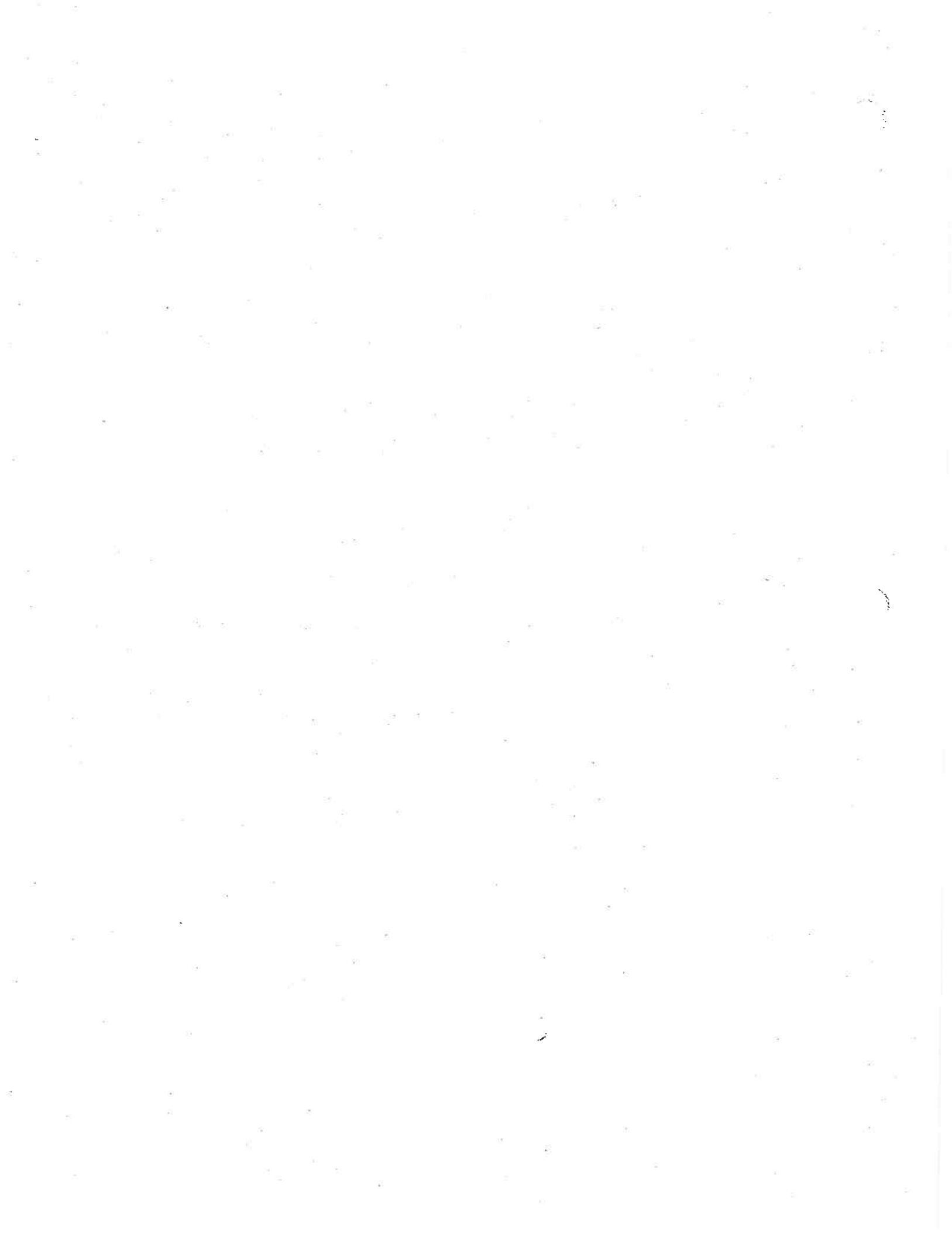


EXHIBIT "A"

\*\* OFFICIAL RECORDS \*\*  
BK: 1105 PG: 159E

1. FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES, recorded in O.R. Book 770 at page 1804 of the Public Records of Hernando County, Florida (the "Records").
2. SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES, recorded in O.R. Book 807 at page 41 of the Records.
3. THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES, recorded in O.R. Book 840 at page 1588 of the Records.
4. FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES, recorded in O.R. Book 862 at page 206 of the Records.
5. FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES, recorded in O.R. Book 862 at page 208 of the Records.
6. SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES, recorded in O.R. Book 1003 at page 1855 of the Records.
7. SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES, recorded in O.R. Book 1045 at page 327 of the Records.
8. EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES, recorded in O.R. Book 1103 at page 816 of the Records.
9. NINTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES, recorded in O.R. Book 1103 at page 756 of the Records.





EXHIBIT B

BEING A PORTION OF GLEN LAKES PHASE ONE - UNIT ONE, LOT C-2 AS RECORDED IN PLAT BOOK 23, PAGE 46, OF PUBLIC RECORDS OF HERNANDO COUNTY, FLORIDA, BEING MORE PARTICULARLY BOUNDED AND DESCRIBED AS: BEGIN AT SW CORNER OF NE 1/4 OF SW 1/4 OF SECTION 13, TOWNSHIP 22S, RANGE 17E FOR A POINT OF BEGINNING. GO THENCE N50°39'37"W A DISTANCE OF 57.35' TO THE EASTERLY RIGHT OF WAY OF NEW ORLEANS DRIVE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT A DISTANCE OF 96.21'. SAID CURVE HAVING A CENTRAL ANGLE OF 31°29'57" AND A RADIUS OF 175.0'; THENCE ALONG SAID EASTERLY RIGHT OF WAY N39°20'23"E A DISTANCE OF 238.5'; THENCE LEAVING SAID EASTERLY RIGHT OF WAY RUN ALONG THE SOUTHERLY BOUNDARY OF A DRAINAGE RETENTION AREA AS FOLLOWS: THENCE S50°40'56"E A DISTANCE OF 63.39'; THENCE S47°46'18"E A DISTANCE OF 62.49'; THENCE S24°06'50"E A DISTANCE OF 93.5'; THENCE S53°12'48"E A DISTANCE OF 43.57'; THENCE S80°48'05"E A DISTANCE OF 82.23' TO A POINT ON THE WESTERLY RIGHT OF WAY OF OUTER BANKS DRIVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 48.43', SAID CURVE HAVING A CENTRAL ANGLE OF 07°50'22" AND A RADIUS OF 353.95'; THENCE S01°19'25"W ALONG SAID WESTERLY RIGHT OF WAY A DISTANCE OF 62.12'; THENCE N88°40'35"W A DISTANCE OF 388.78' TO THE POINT OF BEGINNING.



Hereafter, the Commercial Parcel shall not constitute a part of the Premises as defined and described in the Declaration, and the term "Premises" shall not be deemed or construed to include the Commercial Parcel; provided, however, that nothing contained herein is intended or shall be construed to terminate, impair or otherwise affect any easements appurtenant to the Commercial Parcel created by operation of Paragraph 3.02 of the Declaration.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be duly executed as of the day and year above written.

WITNESSES:

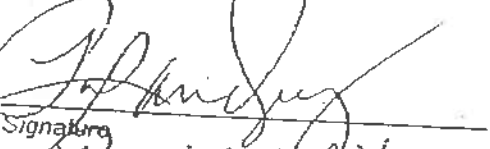
THE GLENLAKES PARTNERSHIP, a Florida general partnership

  
Signature

DORIS NOEL  
Print Name

By: CANHERN HOLDINGS, INC., a Florida corporation, Managing Partner

  
By: Dennis R. Simm, Secretary

  
Signature

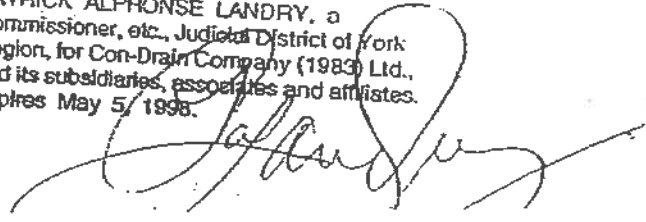
P. LANDRY  
Print Name

COUNTRY OF CANADA )  
PROVINCE OF ONTARIO )SS:  
)

*January* The foregoing instrument was acknowledged before me this 13<sup>th</sup> day of December, 1998, by DENNIS R. SIMM, as Secretary of CANHERN HOLDINGS, INC., a Florida corporation, as Managing Partner of THE GLENLAKES PARTNERSHIP, a Florida general partnership, on behalf of the corporation and the partnership. He either [please check as applicable]  is personally known to me, or \_\_\_\_\_ presented \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public  
Print Name: \_\_\_\_\_  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

(NOTARIAL SEAL)

2. PATRICK ALPHONSE LANDRY, a Commissioner, etc., Judicial District of York Region, for Con-Drain Company (1983) Ltd., and its subsidiaries, associates and affiliates. Expires May 5, 1998.  




GLEN PARTNERSHIP  
7000 Glen Lakes Blvd. K  
BROOKSVILLE, FL 34613

\*\* OFFICIAL RECORDS \*\*  
BK: 1529 PE: 150

PREPARED BY AND AFTER RECORDING  
RETURN TO:

J. Alan Asendorf, Esquire  
Trenam, Kemker, Scharf, Barkin,  
Frye, O'Neill & Mullis, P.A.  
101 E. Kennedy Blvd., Suite 2700  
Tampa, FL 33602

FILE# 2002-026369  
HERNANDO COUNTY, FLORIDA

RCD 05M 09 2002 09:57am  
KAREN NICOLAI, CLERK

  
[Space Above This Line for Recording Data]

**ELEVENTH AMENDMENT  
TO MASTER DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES**

THIS ELEVENTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES (this "Amendment") is made this 28 day of December, 2001, by GLEN LAKES PARTNERSHIP, LTD., successor by conversion to The Glen Lakes Partnership ("Declarant"), joined by GLENLAKES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit (the "Association").

WHEREAS, Declarant has heretofore executed a certain Master Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes (the "Original Declaration") recorded in O.R. Book 751 at page 1030 of the Public Records of Hernando County, Florida (the "Records"); and

WHEREAS, the Original Declaration has been amended by operation of the documents described on Exhibit "A" attached hereto and by this reference incorporated herein (the Original Declaration as so amended being hereinafter called the "Declaration"); and

WHEREAS, pursuant to Paragraph 6.1 of the Declaration, the Association has the power and duty to administer, govern and maintain the Common Area and the Common Facilities (as such terms are defined in the Declaration); and

WHEREAS, the Common Area and Common Facilities include surface water management facilities that are subject to the jurisdiction of Southwest Florida Water Management District (the "District"), and may hereafter include additional surface water facilities subject to the jurisdiction of the District (all such surface water management facilities now or hereafter included in the Common Area or the Common Facilities being hereinafter collectively called the "Water Management System"); and

WHEREAS, pursuant to Section 40D-4.091, Florida Administrative Code, as a condition to its issuance of a permit for the operation of a portion of the Water Management System, the District has required that the Declaration be amended in order to more specifically provide for the present and future operation and maintenance of the Water Management System; and

WHEREAS, Declarant is empowered by Paragraph 10.03(iv) of the Declaration to amend the Declaration in order to comply with applicable laws, ordinances or governmental regulations; and

WHEREAS, Declarant desires to execute and record this Amendment in order to bring the Declaration into compliance with the aforementioned requirements of the District, and the



2.6.2.2.5 The declaration of protective covenants, deed restrictions or declaration of condominium shall provide all of the following:

a. A definition for the term "surface water management system facilities" substantially as follows:

The surface water management system facilities shall include, but are not limited to : all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

c. No construction activities may be conducted relative to any portion of the surface water management system facilities. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the surface water management system facilities. If the project includes a wetland mitigation area, as defined in section 1.7.24, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the District. Construction and maintenance activities which are consistent with the design and permit conditions approved by the District in the Environmental Resource Permit may be conducted without specific written approval from the District.

g. The District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the association to compel it to correct any outstanding problems with the surface water management system facilities.

h. Any amendment of the declaration of protective covenants, deed restrictions or declaration of condominium affecting the surface water management system facilities or the operation and maintenance of the surface water management system facilities shall have the prior written approval of the District.

j. If the association ceases to exist, all of the lot owners, parcel owners or unit owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility as explained in subsection 2.6.2.2.4.h.

k. For projects which have on-site wetland mitigation as defined in section 1.7.24 which requires ongoing monitoring and maintenance, the declaration of protective covenants, deed restrictions or declaration of condominium shall include a provision requiring the association to allocate sufficient funds in its budget for monitoring and maintenance of the wetland mitigation area(s) each year until the District determines that the area(s) is successful in accordance with the Environmental Resource Permit.





Association desires to join in this Amendment for the purpose of evidencing its consent hereto and agreement to be bound hereby.

NOW, THEREFORE, for and in consideration of the premises, Declarant hereby amends the Declaration as follows:

1. All references in the Declaration to the Common Area or Common Facilities shall be deemed for all purposes to include the Water Management System as permitted by the District, including without limitation all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas forming a part thereof.

2. Paragraph 7.10 of the Declaration is amended and restated to read in its entirety as follows:

7.10 Water Management System.

(a) No Construction or Maintenance Activities shall be conducted within the Water Management System unless they are (i) permitted by applicable statutory or common law, (ii) permitted by rules promulgated by the District (or by such other governmental authority or authorities as may from time to time have jurisdiction thereof), or (iii) authorized by, or otherwise consistent with the conditions contained in, a permit or other written approval issued by the District (or such other governmental authority, as the case may be). As used herein, the term "Construction or Maintenance Activities" includes, but is not necessarily limited to, digging or excavation; the depositing of fill, debris or any other material or thing; the construction or alteration of any water control structure; any other construction that has the effect of modifying the Water Management System; and any removal or destruction of wetland vegetation (whether by cutting, through the application of herbicides, or otherwise).

(b) Any violation of the restrictions set forth in subparagraph (a) above may result in the District's prosecution of appropriate action to enforce such restrictions or redress their violation, which may include (but will not necessarily be limited to) a civil proceeding seeking injunctive relief and/or monetary penalties against the Association.

(c) Prior to any dissolution of the Association, the Association shall cause all of its rights, powers and duties hereunder with respect to the governance and maintenance of the Water Management System to be assigned and delegated to such not for profit corporation or governmental authority as the Association may reasonably deem appropriate (and, to the extent the Association is then vested with title to the Water Management System, it shall also convey such title to the same corporation or governmental authority).

3. The provisions of this Amendment may not be modified without the prior consent of the District.



IN WITNESS WHEREOF, Declarant has caused this Amendment to be duly executed on the day and year above written.

WITNESSES:

GLEN LAKES PARTNERSHIP, LTD., a  
Florida limited partnership, successor by  
conversion to The Glen Lakes Partnership,  
a Florida general partnership

Brian Wasserman  
Signature  
BRIAN WASSERMAN  
Print Name

By: GLEN LAKES DEVELOPMENTS, INC., a  
Florida corporation, its general partner

Jacqui McLaughlin  
Signature  
JACQUI McLAUGHLIN  
Print Name

By: Dennis R. Simm  
Dennis R. Simm, President

COUNTRY OF CANADA    )  
                                  )  
PROVINCE OF ONTARIO   )

The foregoing instrument was acknowledged before me this 28<sup>th</sup> day of December, 2001, by Dennis R. Simm, as President of GLEN LAKES DEVELOPMENTS, INC., a Florida corporation, as general partner of GLEN LAKES PARTNERSHIP, LTD., a Florida limited partnership, on behalf of the corporation and the partnership. He either *[please check as applicable]*  is personally known to me, or  presented his \_\_\_\_\_ driver's license as identification.

(NOTARIAL SEAL)

Notary Public	<u>PATRICK ALPHONSE LANDREY</u> , a Commissioner, etc., Judicial District of York Region, for Con-Drain Company (1983) Ltd. and its subsidiaries, associates and affiliates, Expires May 5, 2004.
Print Name:	
Commission No.:	
My Commission Expires:	

Patrick Alphonse Landrey

[JOINDER OF HOMEOWNERS ASSOCIATION ON NEXT PAGE]



EXHIBIT "A"

1. FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES, recorded in O.R. Book 770 at page 1804 of the Public Records of Hernando County, Florida (the "Records").
2. SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES, recorded in O.R. Book 807 at page 41 of the Records.
3. THIRD AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES, recorded in O.R. Book 840 at page 1588 of the Records.
4. FOURTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES, recorded in O.R. Book 862 at page 206 of the Records.
5. FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES, recorded in O.R. Book 862 at page 208 of the Records.
6. SIXTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES, recorded in O.R. Book 1003 at page 1855 of the Records.
7. SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES, recorded in O.R. Book 1045 at page 327 of the Records.
8. EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES, recorded in O.R. Book 1103 at page 816 of the Records.
9. NINTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES, recorded in O.R. Book 1103 at page 756 of the Records.
10. TENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES, recorded in O.R. Book 1105 at page 1596 of the Records.



**\*\* OFFICIAL RECORDS \*\***  
BK: 1534 PG: 850

PREPARED BY AND AFTER RECORDING  
RETURN TO:  
J. Alan Asendorf, Esquire  
Trenam, Kemker, Scharf, Barkin,  
Frye, O'Neill & Mullis, P.A.  
101 E. Kennedy Blvd., Suite 2700  
Tampa, FL 33602

FILE# 2002-029459  
HERNANDO COUNTY, FLORIDA

RCD 05M 24 2002 09:41am  
KAREN NICOLAI, CLERK

[Space Above This Line for Recording Data]

**TWELFTH AMENDMENT  
TO MASTER DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES**

THIS TWELFTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES (this "Amendment") is made this 6<sup>th</sup> day of May, 2002, by GLEN LAKES PARTNERSHIP, LTD., successor by conversion to The Glen Lakes Partnership ("Declarant"), joined by GLENLAKES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit (the "Association").

WHEREAS; Declarant has heretofore executed a certain Master Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes, recorded in O.R. Book 751 at page 1030 of the Public Records of Hernando County, Florida (as from time to time amended, the "Declaration"); and

WHEREAS, pursuant to Paragraph 6.1 of the Declaration, the Association has the power and duty to administer, govern and maintain the Common Area and the Common Facilities (as such terms are defined in the Declaration); and

WHEREAS, the Common Area and Common Facilities include irrigation wells that are subject to the jurisdiction of Southwest Florida Water Management District (the "District"), and may hereafter include additional wells subject to the jurisdiction of the District (all such wells now or hereafter included in the Common Area or the Common Facilities being hereinafter collectively called the "Irrigation Well System"); and

WHEREAS, pursuant to Section 40D-4.091, Florida Administrative Code, as a condition to its issuance of a permit for the operation of a portion of the Irrigation Well System, the District has required that the Declaration be amended in order to more specifically provide for the present and future operation and maintenance of the Irrigation Well System; and

WHEREAS, Declarant is empowered by Paragraph 10.03(iv) of the Declaration to amend the Declaration in order to comply with applicable laws, ordinances or governmental regulations; and

WHEREAS, Declarant desires to execute and record this Amendment in order to bring the Declaration into compliance with the aforementioned requirements of the District; and the Association desires to join in this Amendment for the purpose of evidencing its consent hereto and agreement to be bound hereby.





NOW, THEREFORE, for and in consideration of the premises, Declarant hereby amends the Declaration as follows:

1. All references in the Declaration to the Common Area or Common Facilities shall be deemed for all purposes to include the Irrigation Well System as permitted by the District.

2. Article VII is amended by adding thereto the following paragraph:

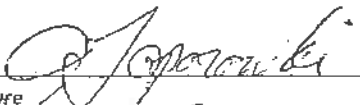
7.11 Maintenance of Water Management System upon Dissolution of the Association. Prior to any dissolution of the Association, the Association shall cause all of its rights, powers and duties hereunder with respect to the governance and maintenance of the Irrigation Well System to be assigned and delegated to such not for profit corporation or governmental authority as the Association may reasonably deem appropriate (and, to the extent the Association is then vested with title to the Irrigation Well System, it shall also convey such title to the same corporation or governmental authority).

3. The provisions of this Amendment may not be modified without the prior consent of the District.


IN WITNESS WHEREOF, Declarant has caused this Amendment to be duly executed on the day and year above written.

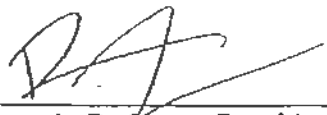
WITNESSES:

GLEN LAKES PARTNERSHIP, LTD., a  
Florida limited partnership, successor by  
conversion to The Glen Lakes Partnership,  
a Florida general partnership

  
\_\_\_\_\_  
Signature  
JACQUELINE TOPOROWSKI  
\_\_\_\_\_  
Print Name

By: GLEN LAKES DEVELOPMENTS, INC., a  
Florida corporation, its general partner

  
\_\_\_\_\_  
Signature  
BRIAN WASSERMAN  
\_\_\_\_\_  
Print Name

By:   
\_\_\_\_\_  
Dennis R. Simm, President

[CERTIFICATE OF ACKNOWLEDGMENT ON NEXT PAGE]



COUNTRY OF CANADA )  
 )  
PROVINCE OF ONTARIO )

**\*\* OFFICIAL RECORDS \*\***  
**BK: 1534 PG: 852**

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of May, 2002, by Dennis R. Simm, as President of GLEN LAKES DEVELOPMENTS, INC., a Florida corporation, as general partner of GLEN LAKES PARTNERSHIP, LTD., a Florida limited partnership, on behalf of the corporation and the partnership. He either *[please check as applicable]*  is personally known to me, or \_\_\_ presented his \_\_\_\_\_ driver's license as identification.

(NOTARIAL SEAL)

  
\_\_\_\_\_  
Notary Public

Print Name:

Commission No.: ENLIO PRIMO ZUCCON, a Commissioner, etc.,  
Regional Municipality of York for Metro Properties Ltd.,

My Commission Expires and its subsidiaries, associates and affiliates.  
Expires June 8, 2004.

[JOINDER OF HOMEOWNERS ASSOCIATION ON NEXT PAGE]



JOINDER OF GLENLAKES HOMEOWNERS ASSOCIATION, INC.

GlenLakes Homeowners Association, Inc., hereby joins in the execution of this Amendment for the purpose of evidencing its consent to and its agreement to be bound by the provisions hereof.

WITNESSES:

GLENLAKES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit

*Suzanne J. Lovell*  
Signature  
SUZANNE J. LOVELL  
Print Name

By: *David Craishead*  
Name: DAVID CRAISHEAD  
Its: DIRECTOR

*Denise Bralton*  
Signature  
DENISE BRALTON  
Print Name

STATE OF FLORIDA     )  
  )  
COUNTY OF HERNANDO   )

The foregoing instrument was acknowledged before me this   07   day of May, 2002, by David Craishead, as director of GLENLAKES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation. He either [please check as applicable]  is personally known to me, or  presented his    driver's license as identification.

*Marcie Boyd*  
Print or  
Stamp Name: Marcie Boyd  
Notary Public  
My commission expires:  
My commission number is:

(NOTARIAL SEAL)



JOINDER OF GLENLAKES HOMEOWNERS ASSOCIATION, INC.

GlenLakes Homeowners Association, Inc., hereby joins in the execution of this Amendment for the purpose of evidencing its consent to and its agreement to be bound by the provisions hereof.

WITNESSES:

GLENLAKES HOMEOWNERS ASSOCIATION,  
INC., a Florida corporation not for profit

[Signature]  
Signature  
M. Boyd  
Print Name

By: [Signature]  
Name: DAVID CRAIGHEAD  
Its: Vice President

[Signature]  
Signature  
CAROLE PELLETIER  
Print Name

STATE OF FLORIDA )  
COUNTY OF HERNANDO )

The foregoing instrument was acknowledged before me this 28th day of December, 2001, by DAVID CRAIGHEAD, as vice Pres. of GLENLAKES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation. He either [please check as applicable]  is personally known to me, or  presented his                      driver's license as identification.



Connie Desaulniers  
Commission # CC 925809  
Expires May 20, 2004  
Bonded Thru  
Atlantic Bonding Co., Inc.

(NOTARIAL SEAL)

Connie Desaulniers  
Print or  
Stamp Name: \_\_\_\_\_  
Notary Public  
My commission expires:  
My commission number is:





Prepared by and return to:  
James R. De Furio, P.A.  
PO Box 172717  
Tampa, FL 33672-0717

R-ENV

INSTR #2015064255 BK: 3303 PG: 792 Page 1 of 3  
FILED & RECORDED 11/9/2015 1:56 PM ADM Deputy Clk  
Don Barbee Jr, HERNANDO County Clerk of the Circuit Court  
Rec Fees: \$27.00

3/1/15  
**AMENDMENT TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS,  
RESTRICTIONS AND EASEMENTS FOR GLENLAKES**

Amendment to Section 4.10 of the Master Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes Homeowners' Association, Inc., as recorded in Official Records Book 751, Page 1030, et seq. of the Public Records of Hernando County, Florida, and as may have been amended from time to time thereafter:

**RECITALS**

**WHEREAS**, the Master Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes was filed on September 25, 1989 at Official Record Book 751, Page 1030 of the Public Records of Hernando County, Florida, and has thereafter been amended ("Declaration"); and

**WHEREAS**, the Declarant has a right to amend the Declaration in accordance with Article 10.3 of the Declaration in order to bring the Declaration into compliance with applicable laws, ordinances, or governmental regulations; and

**WHEREAS**, Section 4.10 of the Declaration as written is not consistent with Section 720.3085 of the Florida Statutes regarding the liability for assessments, and liens for unpaid assessments; and

**WHEREAS**, the Declarant desires to amend the Declaration to revise certain portions of the Declaration to be consistent with Section 720.3085 of the Florida Statutes;

**NOW, THEREFORE**, the Declarant hereby amends the Declaration as follows:

1. Recitals. All of the above recitals are true and correct and incorporated herein by reference;
2. The Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specifically amended herein, is hereby ratified and confirmed in its entirety;



3. This Amendment shall be effective immediately upon its recording in the Public Records of Hernando County, Florida; and
4. Amendments to the Declaration. The Declaration is hereby amended as follows:

Additions indicated by underlining  
Deletions indicated by striking through  
Unaffected text by “. . .”

...

#### 4.10 Nonpayment of Assessments

(a) Any installment of an assessment which is not paid when due shall be delinquent. If said installment is not paid within ten (10) days after the due date, the Board may upon notice to such Member of such delinquency, accelerate the maturity of all remaining installments due with respect to the current assessment year, and the total amount shall commence to bear interest from the date of acceleration at the rate of eighteen percent (18%) per annum, or, if such rate of interest shall exceed the legal limit then chargeable, the greatest rate of interest permitted under law.

The Association shall have a lien for unpaid assessments, together with interest thereon, against such Dwelling Unit and on all tangible personal property located within the Dwelling Unit, ~~subordinate to prior bona fide liens of record.~~ Reasonable attorneys' fees incurred by the Association incidental to the collection of such assessments or the enforcement of such lien including any such fees incurred in connection with any appellate proceeding, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien, shall be payable by the Owner of the Dwelling Unit and secured by such lien. The Association may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if deemed in its best interests. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid, all sums due, as provided herein, covered by the lien enforced.

(b) ~~Whenever a person acquires title to a Dwelling Unit through foreclosure of a first mortgage or deed in lieu of foreclosure of a first mortgage, he shall not be liable for the assessments levied by the Association with respect to such Dwelling Unit or chargeable to the former owner of such Dwelling Unit, to the extent said assessments became due prior to acquisition of title as a result of the foreclosure or the acceptance of a deed in lieu of foreclosure and such assessments are not secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Said unpaid assessments shall be deemed to be an expense of the Association collectible from all of the Class A Members, including such acquire, his successors and assigns. As permitted by Chapter 720 of the Florida Statutes, as it may be amended from time to time, a parcel owner, regardless of how he/she/it obtains title, is jointly~~



and severally liable with the previous parcel owner for all unpaid assessments, including interest, late fees, attorney's fees and costs of collection, that came due up to the time of transfer of title. For the purposes of this section, the term "previous owner" shall not include the association when it has acquired title to a delinquent property through foreclosure or by deed in lieu of foreclosure. The present parcel owner's liability for unpaid assessments is limited to any unpaid assessments that accrued before the association acquired title to the delinquent property through foreclosure or by deed in lieu of foreclosure, and the Association shall not be liable for assessments, interest, cost or fees which came due during the time it held title. Notwithstanding the foregoing, such sale or transfer shall not relieve the Dwelling Unit and the acquirer, his successors and assigns, from liability for any assessments thereafter becoming due, or from the lien of any such subsequent assessment.

...

IN WITNESS WHEREOF, the undersigned having caused this Amendment to be executed by its duly authorized officers and affixed the corporate seal this 23<sup>rd</sup> day of October, 2015.

WITNESSES:

GLENLAKES HOMEOWNERS' ASSOCIATION, INC.

Sign: [Signature]

By: [Signature]

Print Name: DAVID CRAIGHEAD

Print Name: NICHOLAS PARENTE

Sign: [Signature]

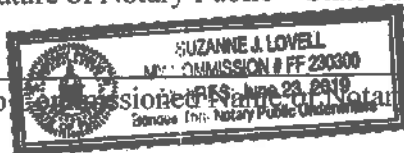
As: President

Print Name: Angelo Scibba

STATE OF FLORIDA )  
 ) ss.  
COUNTY OF HERNANDO )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of October, 2015, by NICHOLAS PARENTE and \_\_\_\_\_ as President and Secretary respectively, of GlenLakes Homeowners' Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation.

[Signature]  
Signature of Notary Public - State of Florida



Print, Type or Stamp \_\_\_\_\_ Commissioned Name of Notary Public

Personally Known  or Produced \_\_\_\_\_ as Identification





**GLEN LAKES**  
**9000 GLEN LAKES BLVD**  
**WEEKI WACHEE, FL 34613**

INSTR #2019029180 BK: 3702 PG: 1740 Page 1 of 5  
 FILED & RECORDED 5/14/2019 12:25 PM LMT Deputy Ck  
 Doug Chorvat, Jr., HERNANDO County Clerk of the Circuit Court  
 Rec Fees: \$44.00

PREPARED BY AND AFTER  
 RECORDING RETURN TO:  
 Alan Asendorf, Esquire  
 Trenam, Kemker, Scharf, Barkin,  
 Frye, O'Neill & Mullis, P.A.  
 101 E. Kennedy Blvd., Suite 2700  
 Tampa, FL 33602

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**FOURTEENTH AMENDMENT  
 TO MASTER DECLARATION OF COVENANTS,  
 CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES**

THIS FOURTEENTH AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR GLENLAKES (this "Amendment") is made this 14 day of May, 2019, by **GLEN LAKES PARTNERSHIP, LTD.**, successor by conversion to The Glen Lakes Partnership ("Declarant"), joined by **GLENLAKES HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation not for profit.

RECITALS

A. Declarant has heretofore executed a certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Glen Lakes, recorded in O.R. Book 751 at page 1030 of the Public Records of Hernando County, Florida (as from time to time amended, the "Declaration").

B. Pursuant to the Code of Ordinances, Hernando County, Florida (the "Hernando County Code"):

(1) The real property encompassed by the Declaration (hereinafter called "Glen Lakes") is designated as a Planned-development project or PDP; and

(2) With the exception of the lands designated as Tract "V" and Tract "W" in the Master Plan for Glen Lakes (collectively, the "R-R Section"), all of the residential property in the Glen Lakes PDP is zoned either *PDP (Single-Family)* or *PDP (Multifamily)*.

C. The Hernando County Code defines a "resort dwelling" as follows:

A single family, multi-family, or townhouse dwelling which is leased or purchased, offered for lease or purchase or advertised for lease or purchase on a daily, weekly, monthly, or seasonal basis for tourist or resort usage. The following, either singularly or in combination with others, shall create a presumption of a usage as a resort dwelling:

A. When in combination with either subsection B, C, D or E below, the leasing or purchase of a dwelling for periods of three (3) months or less for two (2) or more times during a calendar year;

B. The offering for lease or purchase of a dwelling for daily, weekly, monthly, or seasonal basis;

C. The advertising for lease or purchase of a dwelling for a daily, weekly, monthly, or seasonal basis;





D. The leasing or purchasing of a dwelling for daily, weekly, monthly, or seasonal periods as a commercial enterprise involving centralized management, the conducting of a reservations system and/or the providing of maid or laundry services;

E. The leasing or purchasing of a dwelling for daily, weekly, monthly or seasonal usage by more than a single family.

D. The Hernando County Code does not permit resort dwellings in the portions of Glen Lakes that are zoned either *PDP (Single-Family)* or *PDP (Multifamily)*.

E. Although the R-R Section of Glen Lakes is zoned *PDP (Resort Residential)*:

(1) the R-R Section has been developed with features that do not comply with certain requirements and regulations of the Hernando County Code that apply to Resort Residential zoning districts; and

(2) therefore, the Hernando County Code also does not permit resort dwellings in the R-R Section of Glen Lakes.

F. Declarant is empowered by Paragraph 10.03(iv) of the Declaration to amend the Declaration in order to comply with applicable laws, ordinances or governmental regulations.

G. Declarant desires to execute and record this Amendment in order to bring the Declaration into compliance with the aforementioned provisions of the Hernando County Code.

NOW, THEREFORE, for and in consideration of the premises, Declarant hereby amends the Declaration as follows:

1. The following section is appended to Article IX of the Declaration (Use and Occupancy Restrictions):

**9.04 Prohibition of Short-Term Rentals. No Dwelling Unit shall be used as a "resort dwelling" as defined in the Code of Ordinances, Hernando County, Florida.**

IN WITNESS WHEREOF, Declarant has caused this Amendment to be duly executed on the day and year above written.

Signed, sealed and delivered  
in the presence of:

DECLARANT:

GLEN LAKES PARTNERSHIP, LTD., a  
Florida limited partnership

By: Glen Lakes Developments, Inc., a  
Florida corporation

By:   
David Craighead, Vice President

  
Print name: Lisa Raugh

  
Print name: Diane Trice



[Certificate of Acknowledgment on Next Page]



STATE OF FLORIDA            )  
  )  
COUNTY OF HERNANDO    )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of May, 2019, by David Craighead, as Vice President of Glen Lakes Developments, Inc., a Florida corporation, the general partner of GLEN LAKES PARTNERSHIP, LTD., a Florida limited partnership, on behalf of the corporation and the partnership. He *[please check as applicable]*  is personally known to me, or \_\_\_ presented his Florida driver's license as identification.

Joan K Jessup Johnson  
Print Name: Joan K Jessup Johnson  
Notary Public - State of Florida  
My Commission Expires: 6/5/2020  
My Commission No.: FF 998926

(Affix Seal)



[JOINER OF HOMEOWNERS ASSOCIATION ON NEXT PAGE]




JOINER OF GLENLAKES HOMEOWNERS ASSOCIATION, INC.


GLENLAKES HOMEOWNERS ASSOCIATION, INC. hereby joins in the execution of this Amendment for the purpose of evidencing its consent to and its agreement to be bound by the provisions hereof.

WITNESSES:

  
Print name: Kia Babin


GLENLAKES HOMEOWNERS ASSOCIATION,  
INC., a Florida corporation not for profit

By:   
Name: NICHOLAS PARENTE  
Title: PRES.

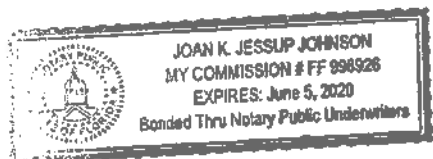
  
Print name: Diane Trice

STATE OF FLORIDA            )  
  )  
COUNTY OF HERNANDO    )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of May, 2019, by Nicholas Parente as President of GLENLAKES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation. He [please check as applicable]  is personally known to me, or          presented his Florida driver's license as identification.

  
Print Name: Joan K Jessup Johnson  
Notary Public - State of Florida  
My Commission Expires: 6/5/2020  
My Commission No.: FF 9989246

(Affix Seal)







**PREPARED BY AND RETURN TO:**  
Alan Asendorf, Esq.  
Trenam, Kemker, Scharf, Barkin,  
Frye, O'Neill & Mullis, P.A.  
101 East Kennedy Blvd., Suite 2700  
Tampa, FL 33602

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*Space Above Line for Recorder's Use Only*

**SUMMARY NOTICE OF PRESERVATION OF  
COVENANTS AND RESTRICTIONS UNDER MARKETABLE RECORD TITLE ACT**

Notice of GLENLAKES MASTER HOMEOWNERS ASSOCIATION, INC. (the "Association") under §720.3032, Florida Statutes, and notice to preserve and protect covenants and restrictions from extinguishment under the Marketable Record Title Act, Chapter 712, Florida Statutes.

Instructions to recorder: Please index both the legal name of the Association and the names shown in Item 3 below.

1. Legal name of the Association: GlenLakes Master Homeowners Association, Inc., a Florida corporation not for profit.

2. Mailing and physical addresses of the Association: 9000 Glen Lakes Blvd., Weeki Wachee, Florida 34613.

3. Names of the subdivision plats, or, if none, common name of community: See Exhibit A attached hereto and incorporated herein by reference.

4. Names, address, and telephone number for management company, if any: None.

5. This notice does constitute a notice to preserve and protect covenants or restrictions from extinguishment under the Marketable Record Title Act.

6. The following covenants or restrictions affecting the community which the Association desires to be preserved from extinguishment: See Exhibit B attached hereto and incorporated herein by reference.

7. The legal description of the community affected by the listed covenants or restrictions is: See Exhibit C attached hereto and incorporated herein by reference.

*[Execution page follows]*



IN WITNESS WHEREOF, the Association has caused this instrument to be duly executed and effective on July 24, 2019.

WITNESSES:

[Signature]  
Print name: DAVID CRAIGHEAD

[Signature]  
Print name: Angelo Scibba

ASSOCIATION:

GLENLAKES MASTER HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit

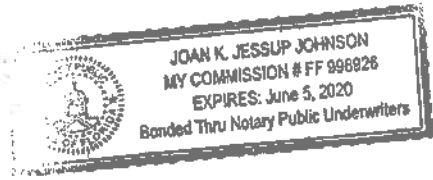
By: [Signature]  
Name: NICHOLAS PARENTE  
Title: Pres.

STATE OF FLORIDA       )  
  )  
COUNTY OF HERNANDO   )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of July, 2019, by Nicholas Parente, as President of **GLENLAKES MASTER HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation not for profit, on behalf of the corporation. He *[please check as applicable]*  is personally known to me, or      presented his Florida driver's license as identification.

[Signature]  
Print Name: Joan K Jessup Johnson  
Notary Public - State of Florida  
My Commission Expires: \_\_\_\_\_  
My Commission No.: \_\_\_\_\_

(Affix Seal)





## EXHIBIT A

### Subdivision Plats

The following subdivisions, all lying in Hernando County, Florida:

1. GLEN LAKES PHASE ONE-UNIT ONE, according to the map or plat thereof as recorded in Plat Book 23, Pages 38 through 47;
2. LAKESIDE VILLAGE, according to the map or plat thereof as recorded in Plat Book 24, Pages 36 and 37;
3. GLEN HILLS VILLAGE, according to the map or plat thereof as recorded in Plat Book 24, Pages 38 and 39;
4. GLEN LAKES PHASE ONE-UNIT ONE-REPLAT, according to the map or plat thereof as recorded in Plat Book 26, Page 13;
5. GLEN LAKES PHASE ONE-UNIT TWO "A", according to the map or plat thereof as recorded in Plat Book 26, Pages 14 through 17;
6. GLEN LAKES PHASE ONE-UNIT THREE, according to the map or plat thereof as recorded in Plat Book 26, Pages 18 and 19;
7. GLEN LAKES PHASE ONE-UNIT SEVEN A, according to the map or plat thereof as recorded in Plat Book 26, Pages 33 and 34;
8. GLEN LAKES PHASE ONE-UNIT FIVE SECTION ONE "A", according to the map or plat thereof as recorded in Plat Book 26, Pages 38 and 39;
9. GLEN LAKES PHASE ONE-UNIT SIX "A", according to the map or plat thereof as recorded in Plat Book 26, Pages 40 and 41;
10. GLEN LAKES PHASE ONE-UNIT TWO "B", according to the map or plat thereof as recorded in Plat Book 28, Pages 1 and 2;
11. GLEN LAKES PHASE ONE-UNIT 7 "B", according to the map or plat thereof as recorded in Plat Book 28, pages 26 and 27.
12. GLEN LAKES PHASE ONE-UNIT 5B, according to the map or plat thereof as recorded in Plat Book 29, Pages 24 and 25;
13. GLEN LAKES PHASE ONE-UNIT 4A, according to the map or plat thereof recorded in Plat Book 29, Pages 31 and 32;
14. RE-PLAT OF LOTS 28 and 29 OF GLEN LAKES PHASE ONE-UNIT 5B, according to the map or plat thereof recorded in Plat Book 29, page 33;
15. GLEN LAKES PHASE ONE-UNIT 6B, according to the map or plat thereof recorded in Plat Book 30, Pages 20 and 21;



16. GLEN LAKES PHASE ONE-UNIT 7D, according to the map or plat thereof recorded in Plat Book 30, Pages 22 and 23;
17. GLEN LAKES PHASE ONE-UNIT 4B, according to the map or plat thereof recorded in Plat Book 30, Pages 39 and 40;
18. RE-PLAT OF LOTS 44-46 AND 300 OF GLEN LAKES PHASE ONE-UNIT 5B, according to the map or plat thereof recorded in Plat Book 31, Page 15;
19. GLEN LAKES PHASE ONE-UNIT 2-C-ONE, according to map or plat thereof recorded in Plat Book 31, Pages 25 and 26;
20. GLEN LAKES PHASE ONE-UNIT 4C, according to the map or plat thereof recorded in Plat Book 31, Pages 45 and 46;
21. GLEN LAKES PHASE ONE-UNIT 5C, according to the map or plat thereof recorded in Plat Book 32, Pages 1 and 2;
22. GLEN LAKES PHASE ONE-UNIT 4D, according to the map or plat thereof recorded in Plat Book 32, Pages 16 and 17;
23. GLEN LAKES PHASE ONE-UNIT 2D, according to the map or plat thereof recorded in Plat Book 33, Pages 12 and 13;
24. GLEN LAKES PHASE TWO-UNIT 7C, according to the map or plat thereof recorded in Plat Book 33, Page 16 and 17;
25. GLEN LAKES PHASE ONE-UNIT 2-C-TWO, according to the map or plat thereof recorded in Plat Book 33, Pages 22 and 23;
26. GLEN LAKES PHASE TWO UNIT "T", according to the map or plat thereof recorded in Plat Book 33, Pages 41 and 42;
27. GLEN LAKES PHASE TWO UNIT "U", according to the map or plat thereof recorded in Plat Book 33, Pages 43 and 44;
28. GLEN LAKES PHASE ONE UNIT "4-E", according to the map or plat thereof recorded in Plat Book 34, Pages 21 and 22;
29. GLEN LAKES PHASE ONE UNIT "4-F", according to the map or plat thereof recorded in Plat Book 38, Pages 1, 2 and 3; and
30. GLEN LAKES PHASE ONE UNIT "4-H", according to the map or plat thereof recorded in Plat Book 42, Pages 29 and 30.





## **EXHIBIT B**

### **Recorded Covenants and Restrictions**

1. Master Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes recorded in Official Records Book 751, Page 1030, of the Public Records of Hernando County, Florida.
2. Ratification recorded in Official Records Book 770, Page 1803, of the Public Records of Hernando County, Florida.
3. First Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes recorded in Official Records Book 770, Page 1804, of the Public Records of Hernando County, Florida.
4. Second Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes recorded in Official Records Book 781, Page 397, of the Public Records of Hernando County, Florida.
5. Second Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes recorded in Official Records Book 807, Page 41, of the Public Records of Hernando County, Florida.
6. Third Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes recorded in Official Records Book 840, Page 1588, of the Public Records of Hernando County, Florida.
7. Declaration of Inclusion recorded in Official Records Book 849, Page 784, of the Public Records of Hernando County, Florida.
8. Fourth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes recorded in Official Records Book 862, Page 206, of the Public Records of Hernando County, Florida.
9. Fifth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes recorded in Official Records Book 862, Page 208, of the Public Records of Hernando County, Florida.
10. Declaration of Inclusion recorded in Official Records Book 879, Page 156, of the Public Records of Hernando County, Florida.
11. Sixth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes recorded in Official Records Book 1003, Page 1855, of the Public Records of Hernando County, Florida.
12. Seventh Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes recorded in Official Records Book 1045, Page 327, of the Public Records of Hernando County, Florida.
13. Eighth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes recorded in Official Records Book 1103, Page 816, of the Public Records of Hernando County, Florida.



14. Ninth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes recorded in Official Records Book 1103, Page 756, of the Public Records of Hernando County, Florida.

15. Tenth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes recorded in Official Records Book 1105, Page 1596, of the Public Records of Hernando County, Florida.

16. Eleventh Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes recorded in Official Records Book 1529, Page 150, of the Public Records of Hernando County, Florida.

17. Twelfth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes recorded in Official Records Book 1534, Page 850, of the Public Records of Hernando County, Florida.

18. Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes recorded in Official Records Book 3303, Page 792, of the Public Records of Hernando County, Florida.

19. Fourteenth Amendment to Master Declaration of Covenants, Conditions, Restrictions and Easements for GlenLakes recorded in Official Records Book 3702, Page 1740, of the Public Records of Hernando County, Florida.



## Exhibit C

### Legal Description of the Community

#### Tract A (Master Declaration recorded 9/25/1989 in Official Records Book 751, Page 1030)

Commence at the Southwest corner of said Section 13, Township 22 South, Range 17 East, Hernando County, Florida, for a POINT OF BEGINNING; thence run North 31° 52' 17" East, 110.00 feet; thence North 23° 12' 37" West, 639.30 feet; thence South 89° 46' 42" West, 817.53 feet; thence South 65° 29' 58" West, 470.00 feet; thence North 69° 49' 00" West, 127.99 feet; thence North 24° 30' 02" West, 120.00 feet; thence North 17° 29' 11" East, 121.08 feet; thence North 65° 29' 58" East, 60.00 feet; thence North 31° 06' 00" West, 797.40 feet; thence North 42° 00' 00" West, 569.24 feet; thence North 1° 53' 57" West, 124.20 feet; thence North 48° 00' 00" East, 120.00 feet; thence North 72° 05' 24" West, 83.39 feet; thence North 36° 00' 00" West, 42.20 feet; thence North 9° 00' 00" East, 40.46 feet; thence North 54° 00' 00" East, 42.20 feet; thence North 86° 08' 17" West, 220.51 feet; thence North 67° 12' 57" West, 202.70 feet; thence due West, 125.00 feet; thence South 45° 10' 04" West, 154.89 feet; thence 269.94 feet along the arc of a curve to the right, said curve having a radius of 2,040.00 feet and a chord of 269.75 feet which bears South 0° 32' 33" West; thence North 85° 40' 00" West, 175.00 feet; thence 721.24 feet along the arc of a curve to the right; said curve having a radius of 450.00 feet and a chord of 646.48 feet which bears North 39° 45' 05" West; thence 138.33 feet along the arc of a curve to the left, said curve having a radius of 350.00 feet and a chord of 137.43 feet which bears North 5° 09' 31" West; thence North 10° 20' 00" East, 354.34 feet; thence North 79° 40' 00" West, 781.25 feet; thence North 10° 28' 12" East, 120.00 feet; thence South 79° 40' 00" East, 1,640.96 feet; thence 208.52 feet along the arc of a curve to the left, said curve having a radius of 303.74 feet and a chord of 204.45 feet which bears North 80° 40' 00" East; thence North 61° 00' 00" East, 255.00 feet; thence 617.49 feet along the arc of a curve to the right; said curve having a radius of 907.17 feet and a chord of 605.64 feet which bears North 80° 30' 00" East; thence South 80° 00' 00" East, 437.53 feet; thence 344.55 feet along the arc of a curve to the right; said curve having a radius of 1,659.19 feet and a chord of 343.93 feet which bears South 74° 03' 04" East; thence South 68° 06' 07" East, 535.35 feet; thence 199.49 feet along the arc of a curve to the left, said curve having a radius of 293.37 feet and a chord of 195.67 feet which bears South 87° 34' 57" East; thence North 72° 56' 13" East, 696.16 feet; thence 519.50 feet along the arc of a curve to the right, said curve having a radius of 434.65 feet and a chord of 489.13 feet which bears South 72° 49' 20" East; thence South 38° 34' 53" East, 629.71 feet; thence North 1° 17' 56" East, 293.42 feet to the Northeast corner of the Northwest 1/4 of the Southwest 1/4 of said Section 13; thence along the North line of the Southwest 1/4 of said Section 13, South 88° 46' 51" East, 1,093.55 feet to the Westerly Right-Of-Way line of U.S. Highway No. 19 as it is now constructed; thence along said Right-Of-Way South 14° 11' 05" West, 1,365.85 feet to the South line of the Northeast 1/4 of the Southwest 1/4 of said Section 13; thence along said South line of the Northeast 1/4 of the Southwest 1/4 of said Section 13, North 88° 40' 35" West, 788.78 feet to



the Southwest corner of the Northeast 1/4 of the Southwest 1/4 of said Section 13; thence along the East line of the Southwest 1/4 of the Southwest 1/4 of said Section 13, South 1° 18' 06" West, 1,329.94 feet to the Southeast corner of the Southwest 1/4 of the Southwest 1/4 of Section 13; thence along the South line of said Section 13, North 88° 32' 24" West, 1,345.53 feet to the POINT OF BEGINNING;

Containing the following platted lands:

GLEN LAKES PHASE ONE-UNIT ONE, according to the map or plat thereof as recorded in Plat Book 23, Pages 38 through 47, of the Public Records of Hernando County, Florida;

LAKESIDE VILLAGE, according to the map or plat thereof as recorded in Plat Book 24, Pages 36 and 37, of the Public Records of Hernando County, Florida;

GLEN HILLS VILLAGE, according to the map or plat thereof as recorded in Plat Book 24, Pages 38 and 39, of the Public Records of Hernando County, Florida;

GLEN LAKES PHASE ONE-UNIT ONE-REPLAT, according to the map or plat thereof as recorded in Plat Book 26, Page 13, of the Public Records of Hernando County, Florida.

**Tract B** (Declaration of Inclusion recorded 1/24/1992 in Official Records Book 849, page 784)

A portion of land located in Sections 14 and 23, Township 22 South, Range 17 East, Hernando County, Florida, being further described as follows: Commence at the Southwest corner of Section 14, Township 22 South, Range 17 East, Hernando County, Florida; thence run South 88° 33' 14" East, 875.84 feet along the South boundary line of said Section 14 to the POINT OF BEGINNING; thence North 02° 52' 59" West, 107.26 feet; thence North 87° 07' 01" East, 44.35 feet; thence North 02° 52' 59" West, 50.00 feet; thence North 87° 07' 01" East, 45.36 feet; thence North 02° 52' 59" West, 130.00 feet; thence South 87° 07' 01" West, 122.30 feet; thence North 51° 18' 34" West, 10.29 feet; thence North 02° 52' 59" West, 123.17 feet, thence South 87° 07' 01" West, 8.94 feet; thence North 02° 52' 59" West, 180.00 feet; thence North 13° 53' 44" East, 363.85 feet; thence North 75° 46' 29" East, 69.47 feet; thence North 14° 13' 31" West, 130.00 feet; thence North 75° 46' 29" East, 26.72 feet; thence North 14° 13' 31" West, 50.00 feet; thence North 75° 46' 29" East, 69.47 feet; thence North 14° 13' 31" West, 130.00 feet; thence North 75° 46' 29" East, 69.47 feet; thence North 14° 13' 31" West, 130.00 feet; thence North 75° 46' 29" East, 38.81 feet; thence North 14° 13' 31" West 50 feet; thence 43.70 feet along the arc of a 460.00 foot radius curve concave to the Southeast, subtended by a chord distance of 43.68 feet, which bears North 78° 29' 47" East, and a central angle of 05° 26' 35"; thence North 08° 46' 56" West, 130.00 feet; thence North 13° 53' 44" East, 517.73 feet; thence North 62° 24' 06" East, 248.23 feet; thence North 27° 57' 49" West, 781.92 feet; thence North 10° 28' 12" East, 16.24 feet to a point on the Southerly right-of-way line of Glen Lakes Boulevard as shown on the plat of Glen Lakes Phase One-Unit One as recorded in Plat Book 23,





pages 38 thru 47 inclusive, of the Public Records of Hernando County, Florida; thence along said right-of-way South 79° 40' 00" East, 781.25 feet; thence along the westerly boundary line of said Glen Lakes Phase One-Unit One South 10° 20' 00" West, 354.33 feet; thence 138.33 feet along the arc of a 350.00 foot radius curve, concave to the Southwest, subtended by a chord distance of 137.43 feet, which bears South 05° 09' 30" East, and a central angle of 22° 38' 43"; thence 721.24 feet along the arc of a 450.00 foot radius curve, concave to the Northeast, subtended by a chord distance of 646.48 feet, which bears South 39° 45' 04" East, and a central angle of 91° 49' 51"; thence South 85° 40' 00" East, 175.00 feet to a point on the Easterly right-of-way line of Lenox Boulevard as shown on said plat of Glen Lakes Phase One - Unit One; thence along said right-of-way line 269.94 feet along the arc of a 2040.00 foot radius curve, concave to the Northwest, subtended by a chord distance of 269.75 feet, which bears North 00° 32' 33" East, and a central angle of 07° 34' 54"; thence North 45° 10' 04" East, 154.89 feet; thence due East, 125.00 feet; thence South 67° 12' 57" East, 132.96 feet; thence leaving said Westerly boundary line of Glen Lakes Phase One - Unit One, run South 01° 54' 51" West, 1006.84 feet; thence North 75° 29' 45" West, 79.87 feet; thence South 80° 46' 12" West, 211.38 feet; thence South 01° 45' 50" East 105.12 feet; thence 188.15 feet along the arc of a 275.00 foot radius curve, concave to the Southeast, subtended by a chord distance of 184.50 feet, which bears South 84° 43' 46" West, and a central angle of 39° 12' 03"; thence South 64° 07' 45" West, 25.11 feet; thence South 25° 52' 15" East, 50.00 feet; thence South 64° 07' 45" West, 202.71 feet; thence South 25° 52' 15" East, 45.99 feet; thence South 54° 24' 02" East, 123.22 feet; thence South 09° 24' 02" East, 143.38 feet; thence 98.24 feet along the arc of a 365.00 foot radius curve, concave to the Southeast, subtended by a chord distance of 97.95 feet, which bears South 43° 57' 10" West and a central angle of 15° 25' 18"; thence South 36° 14' 31" West, 368.16 feet; thence South 03° 23' 59" East, 774.84 feet; thence North 89° 48' 28" East, 142.72 feet; thence South 31° 35' 06" West, 364.61 feet; thence South 74° 28' 05" West, 581.93 feet; thence 79.14 feet along the arc of a 285.00 foot radius curve, concave to the Northeast, subtended by a chord distance of 78.88 feet, which bears North 32° 57' 16" West, and a central angle of 15° 54' 35"; thence South 65° 00' 01" West, 80.00 feet; thence North 24° 59' 59" West, 146.72 feet; thence 44.76 feet along the arc of a 284.14 foot radius curve, concave to the Northeast, subtended by a chord distance of 44.71 feet, which bears North 20° 29' 13" West, and a central angle of 09° 01' 31"; thence South 65° 00' 01" West, 206.11 feet; thence South 20° 44' 46" West, 260.53 feet; thence North 69° 59' 59" West, 133.14 feet, thence 31.38 feet along the arc of a 60.00 foot radius curve, concave to the Southwest, subtended by a chord distance of 31.02 feet, which bears North 18° 00' 56" West, and a central angle of 29° 57' 53"; thence North 32° 59' 53" West, 91.40 feet; thence 24.45 feet along the arc of a 60.00 foot radius curve, concave to the Southwest, subtended by a chord distance of 24.28 feet, which bears North 44° 40' 14" West, and a central angle of 23° 20' 42"; thence 38.25 feet along the arc of a 25.00 foot radius curve, concave to the Northeast, subtended by a chord distance of 34.63 feet, which bears North 12° 30' 48" West, and a central angle of 87° 39' 34"; thence North 58° 41' 01" West, 50.00 feet; thence South 31° 18' 59" West, 105.59 feet; thence North 58° 41' 01" West, 125.00 feet; thence North



31° 18' 59" East, 950.18 feet; thence North 23° 43' 15" West, 102.96 feet; thence North 02° 52' 59" West, 22.74 feet to the POINT OF BEGINNING;

Containing the following platted lands:

GLEN LAKES PHASE ONE-UNIT TWO "A", according to the map or plat thereof as recorded in Plat Book 26, Pages 14 through 17, of the Public Records of Hernando County, Florida;

And a portion of Sections 14 and 23, Township 22 South, Range 17 East, Hernando County, Florida, being further described as follows: Commence at the Northwest corner of Section 23, Township 22 South, Range 17 East; thence run South 88° 33' 14" East, 1888.63 feet along the North line of said Section 23; thence North 03° 23' 59" West, 256.68 feet to the POINT OF BEGINNING. Thence North 36° 14' 31" East, 368.16 feet; thence 98.24 feet along the arc of a 365.00 foot radius curve, concave to the Southeast, subtended by chord distance of 97.95 feet, which bears North 43° 57' 10" East, said curve having a central angle of 15° 25' 18"; thence North 09° 24' 02" West, 143.38 feet; thence North 54° 24' 02" West, 123.22 feet; thence North 25° 52' 15" West, 45.99 feet; thence North 64° 07' 45" East, 202.71 feet; thence North 25° 52' 15" West, 50.00 feet; thence North 64° 07' 45" East, 25.11 feet; thence 188.15 feet along the arc of a 275.00 foot radius curve, concave to the Southeast, subtended by a chord distance of 184.50 feet, which bears North 83° 43' 46" East, said curve having a central angle of 39° 12' 03"; thence North 01° 45' 50" West, 105.12 feet; thence North 80° 46' 12" East, 211.38 feet; thence South 75° 29' 45" East, 79.87 feet; thence South 19° 00' 00" East, 272.92 feet; thence South 12° 32' 02" West, 166.93 feet; thence South 04° 29' 59" West 347.56 feet; thence South 06° 58' 24" West, 297.15 feet; thence South 30° 22' 16" West 713.17 feet; thence South 89° 48' 29" West, 374.01 feet; thence North 03° 23' 59" West, 774.84 feet to the POINT OF BEGINNING.

Containing the following platted lands:

GLEN LAKES PHASE ONE-UNIT THREE, according to the map or plat thereof as recorded in Plat Book 26, Pages 18 and 19, of the Public Records of Hernando County, Florida.

**Tract C** (Declaration of Inclusion recorded 8/31/1992 in Official Records Book 879, Page 156)

GLENLAKES PHASE ONE UNIT SEVEN "A": A tract of land located in a portion of Section 14, Township 22 South, Range 17 East, Hernando County, Florida, more particularly described as follows: Commence at the Northwest corner of said Section 14; thence South 01° 17' 48" West, 2647.90 feet along the West line of Section 14; thence South 88° 38' 31" East, 1126.44 feet to a point on the West boundary of Glen Lakes Phase One - Unit Two "A" as shown on plat recorded in Plat Book 26, Pages 14 thru 17, inclusive, of the Public Records of Hernando County, Florida; thence North 27° 57' 48" West, 333.38 feet; thence North 10° 28' 14" East, 136.24 feet; thence South 79° 40' 00" East, 691.25 feet to the POINT OF BEGINNING; thence North 68° 27' 54" East, 119.96 feet; thence North 25° 00' 00" East, 90.00 feet; thence North 19°



46' 32" East, 109.18 feet; thence North 28° 17' 09" West, 15.00 feet; thence North 61° 42' 51" East, 185.00 feet; thence South 28° 17' 09" East, 200.44 feet; thence North 61° 42' 51" East, 102.50 feet; thence North 70° 03' 37" East, 162.47 feet; thence North 60° 00' 00" East, 107.99 feet; thence North 14° 32' 12" East, 182.68 feet; thence South 41° 09' 21" East, 187.52 feet; thence North 88° 43' 24" East, 170.40 feet; thence South 62° 47' 18" East, 270.52 feet; thence South 19° 47' 21" West, 322.29 feet; thence South 61° 00' 00" West, 124.50 feet; thence 208.52 feet along the arc of a 303.74 foot radius curve, concave to the Northwest, subtended by a chord distance of 204.45 feet, which bears South 80° 40' 00" West, said curve having a central angle of 39° 20' 00"; thence North 79° 40' 00" West, 949.71 feet to the POINT OF BEGINNING;

Containing the following platted lands:

GLEN LAKES PHASE ONE - UNIT SEVEN "A" according to Plat recorded in Plat Book 26, Page 33, of the Public Records of Hernando County, Florida.

**Platted Tracts** (Eighth Amendment recorded 1/3/1997 in Official Records Book 1103, Page 816)

The following subdivisions pursuant to plats recorded in the Public Records of Hernando County, Florida as of the date of this Notice:

GLEN LAKES PHASE ONE-UNIT ONE, according to the map or plat thereof as recorded in Plat Book 23, Pages 38 through 47;

LAKESIDE VILLAGE, according to the map or plat thereof as recorded in Plat Book 24, Pages 36 and 37;

GLEN HILLS VILLAGE, according to the map or plat thereof as recorded in Plat Book 24, Pages 38 and 39;

GLEN LAKES PHASE ONE-UNIT ONE-REPLAT, according to the map or plat thereof as recorded in Plat Book 26, Page 13;

GLEN LAKES PHASE ONE-UNIT TWO "A", according to the map or plat thereof as recorded in Plat Book 26, Pages 14 through 17;

GLEN LAKES PHASE ONE-UNIT THREE, according to the map or plat thereof as recorded in Plat Book 26, Pages 18 and 19;

GLEN LAKES PHASE ONE-UNIT SEVEN A, according to the map or plat thereof as recorded in Plat Book 26, Pages 33 and 34;

GLEN LAKES PHASE ONE-UNIT FIVE SECTION ONE "A", according to the map or plat thereof as recorded in Plat Book 26, Pages 38 and 39;



GLEN LAKES PHASE ONE-UNIT SIX "A", according to the map or plat thereof as recorded in Plat Book 26, Pages 40 and 41;

GLEN LAKES PHASE ONE-UNIT TWO "B", according to the map or plat thereof as recorded in Plat Book 28, Pages 1 and 2;

GLEN LAKES PHASE ONE-UNIT 7 "B", according to the map or plat thereof as recorded in Plat Book 28, pages 26 and 27.

GLEN LAKES PHASE ONE-UNIT 5B, according to the map or plat thereof as recorded in Plat Book 29, Pages 24 and 25;

GLEN LAKES PHASE ONE-UNIT 4A, according to the map or plat thereof recorded in Plat Book 29, Pages 31 and 32;

RE-PLAT OF LOTS 28 and 29 OF GLEN LAKES PHASE ONE-UNIT 5B, according to the map or plat thereof recorded in Plat Book 29, page 33;

GLEN LAKES PHASE ONE-UNIT 6B, according to the map or plat thereof recorded in Plat Book 30, Pages 20 and 21;

GLEN LAKES PHASE ONE-UNIT 7D, according to the map or plat thereof recorded in Plat Book 30, Pages 22 and 23;

GLEN LAKES PHASE ONE-UNIT 4B, according to the map or plat thereof recorded in Plat Book 30, Pages 39 and 40;

RE-PLAT OF LOTS 44-46 AND 300 OF GLEN LAKES PHASE ONE-UNIT 5B, according to the map or plat thereof recorded in Plat Book 31, Page 15;

GLEN LAKES PHASE ONE-UNIT 2-C-ONE, according to map or plat thereof recorded in Plat Book 31, Pages 25 and 26;

GLEN LAKES PHASE ONE-UNIT 4C, according to the map or plat thereof recorded in Plat Book 31, Pages 45 and 46;

GLEN LAKES PHASE ONE-UNIT 5C, according to the map or plat thereof recorded in Plat Book 32, Pages 1 and 2;

GLEN LAKES PHASE ONE-UNIT 4D, according to the map or plat thereof recorded in Plat Book 32, Pages 16 and 17;

GLEN LAKES PHASE ONE-UNIT 2D, according to the map or plat thereof recorded in Plat Book 33, Pages 12 and 13;





GLEN LAKES PHASE TWO-UNIT 7C, according to the map or plat thereof recorded in Plat Book 33, Page 16 and 17;

GLEN LAKES PHASE ONE-UNIT 2-C-TWO, according to the map or plat thereof recorded in Plat Book 33, Pages 22 and 23;

GLEN LAKES PHASE TWO UNIT "T", according to the map or plat thereof recorded in Plat Book 33, Pages 41 and 42;

GLEN LAKES PHASE TWO UNIT "U", according to the map or plat thereof recorded in Plat Book 33, Pages 43 and 44;

GLEN LAKES PHASE ONE UNIT "4-E", according to the map or plat thereof recorded in Plat Book 34, Pages 21 and 22;

GLEN LAKES PHASE ONE UNIT "4-F", according to the map or plat thereof recorded in Plat Book 38, Pages 1, 2 and 3; and

GLEN LAKES PHASE ONE UNIT "4-H", according to the map or plat thereof recorded in Plat Book 42, Pages 29 and 30, all of the Public Records of Hernando County, Florida.

LESS AND EXCEPT therefrom the following lands:

(Ninth Amendment recorded 1/3/1997 in Official Records Book 1103, Page 756)

Parcels C-4, C-5, C-6 and C-7 of GLEN LAKES PHASE ONE-UNIT ONE, according to the map or plat thereof as recorded in Plat Book 23, Pages 38 through 47, of the Public Records of Hernando County, Florida;

And

(Tenth Amendment recorded 1/22/1997 in Official Records Book 1105, Page 1596)

Being a portion of Lot C-2, GLEN LAKES PHASE ONE - UNIT ONE, as recorded in Plat Book 23, Pages 38 thru 47, inclusive, of the Public Records of Hernando County, Florida, being more particularly bounded and described as: Begin at Southwest corner of the Northeast 1/4 of the Southwest 1/4 of Section 13, Township 22 South, Range 17 East, for a POINT OF BEGINNING; go thence North 50° 39' 37" West a distance of 57.35 feet to the Easterly right of way of New Orleans Drive; thence along the arc of a curve to the right a distance of 96.21 feet, said curve having a central angle of 31° 29' 57" and a radius of 175.0 feet; thence along said Easterly right of way North 39° 20' 23" East a distance of 238.5 feet; thence leaving said Easterly right of way run along the Southerly boundary of a drainage retention area as follows: thence South 50° 40' 56" East a distance of 63.39 feet; thence South 47° 46' 18" East a distance of 62.49 feet; thence South 24° 06' 50" East a distance of 93.5 feet; thence South 53° 12' 48"



East a distance of 43.57 feet; thence South  $80^{\circ} 46' 05''$  East a distance of 82.23 feet to a point on the Westerly right of way of Outer Banks Drive; thence along the arc of a curve to the left a distance of 48.43 feet, said curve having a central angle of  $07^{\circ} 50' 22''$  and a radius of 353.95 feet; thence South  $01^{\circ} 19' 25''$  West along said Westerly right of way a distance of 62.12 feet; thence North  $88^{\circ} 40' 35''$  West a distance of 388.78 feet to the POINT OF BEGINNING.

