

DECLARATION OF COVENANTS AND RESTRICTIONS

OF

WOODLAND GLEN

KNOW ALL MEN BY THESE PRESENTS, this Declaration of Covenants and Restrictions, hereinafter referred to as the "Declarations", made and entered into this 6th day of October, 1987, by Woodland Glen, Ltd., a Florida Limited Partnership, hereinafter referred to as "Declarant", owner of those certain tracts of land which have been platted as Woodland Glen.

W I T N E S S E T H :

WHEREAS, the Declarant is the owner of those certain tracts of land which have been platted as Woodland Glen, recorded in Plat Book X, Pages 72 through 74, the public records of Marion County, Florida, of which all of said property as platted shall hereinafter be called the "Subject Property", and be the first phase of a community to be known as Woodland Glen, which phase contains one or more blocks, and the Declarant desires to create on the Subject Property a residential community; and

WHEREAS, the Declarant may, in its sole discretion, add additional blocks to Woodland Glen from any other property which Declarant shall now own or may acquire in the future, which shall become additions to Subject Property in accordance with Article II, and at that time shall be subject to the Declaration; and

WHEREAS, the Declarant desires to provide for the preservation and enhancement of the property values and amenities in the community and for the maintenance of the Common Areas and improvements thereon, and, for this reason, desires to subject the Subject Property together with such additions to the Subject Property as may be made from time to time in accordance with Article II, to the covenants, restrictions, easements, and liens combined in this Declaration, each and all of which is and are for the benefit of such property and each Owner thereof; and

WHEREAS, the Declarant has deemed it desirable, to create an entity for organizing the social and cultural activities of Woodland Glen and to facilitate the upkeep and maintenance of the Common Areas therein, and to that end Declarant has incorporated under the laws of the State of Florida, as a nonprofit corporation, the Woodland Glen Homeowners Association, Inc., for the purposes of exercising the functions stated above, which Association is not intended to be a "Condominium Association" as such term is defined and described in the Florida Condominium Act (Chapter 718 of the Florida Statutes).

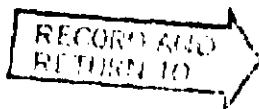
NOW, THEREFORE, in consideration of the premises and covenants herein contained, the Declarant declares that the real property described as the Subject Property in Article I, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, and liens (sometimes referred to as "Covenants and Restrictions") set forth in this Declaration and that such Covenants and Restrictions shall run with the real property and be binding on all parties having any right, title or interest in the Subject Property or any addition thereto as described herein, including their heirs, personal representatives, successors and assigns.

RECORDED AND RECORD VERIFIED MARION COUNTY, FL

1987 OCT 12 AM 10:42

Francis E. Hooper, DC BY *[Signature]*

This instrument prepared by: Tim Haines P. O. Box 3310 Ocala, FL 32678



ARTICLE I

Definitions

Section 1. Definitions. The following words when used in the Declaration or any supplement to the Declaration or amendment thereto (unless the context shall prohibit) shall have the following meaning:

- (a) "Association" shall mean and refer to Woodland Glen Homeowners Association, Inc., its successors and assigns. The Articles of Incorporation and Bylaws of said Association are attached hereto as Exhibits A and B respectively.
- (b) "Blocks" shall mean those separate areas designated as blocks on the plat for the Subject Property and the plats for Additions to the Subject Property.
- (c) "Common Areas" shall mean and refer to those areas of land shown on any recorded subdivision plat of the Subject Property or Additions to the Subject Property, other than the Homesites, which areas are intended to be used and enjoyed by owners of Homesites in the Subject Property and Additions to Subject Property, which include without limitations, any private roads, drainage areas, easements for roads, walkways, parking areas and paths and utilities, and all improvements now or hereafter constructed thereon including, without limitation, streets, lighting systems, (except for light posts on any Homesite, the operation, maintenance and electricity of which shall be the responsibility of the Homeowner of that Homesite) signage, structures, lakes and landscaping thereon. Nothing contained in this definition shall, however, obligate the Declarant to provide such improvements or amenities.
- (d) "Declarant" shall mean Woodland Glen, Ltd., a Florida Limited Partnership, owner of those certain tracts of land which have been platted as Woodland Glen.
- (e) "Declaration" means this Declaration of Covenants and Restrictions of Woodland Glen.
- (f) "Homesite" shall mean and refer to any plot of land shown on any recorded subdivision plat of the Subject Property or additions to the Subject Property which has been designated by the Declarant to contain a Living Unit. The word "Homesite" shall also include the Living Unit located thereon when one has been constructed or placed upon the Homesite.
- (g) "Living Unit" shall mean and refer to any building or portion of a building, including a mobile home, situated upon a Homesite designed and intended for use and occupancy as a single residence. By way of example, but not limitation, the term "Living Unit" shall include a townhouse unit, or any other form of single residential dwelling, whether attached or detached.
- (h) "Member" of the Association shall mean and refer to all Owners, Owners of a Homesite and the Declarant.
- (i) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee or undivided fee interest in any Homesite located within the Properties, including the Declarant, but shall not

mean or refer to any mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

- (j) "Subject Property" shall mean and refer to Woodland Glen, according to the plat thereof recorded in Plat Book X, pages 72, 73, and 74, public records of Marion County, Florida. The Declarant reserves the right to make such changes and/or modifications to the plat as are required by appropriate governmental authorities, or as are generally consistent with the quality of the development in the platted area.
- (k) "Additions to Subject Property" shall mean and refer to any property which the Declarant now owns or may acquire in the future not now a part of the plat of Woodland Glen recorded in Plat Book X, pages 72, 73, and 74, public records of Marion County, Florida, which become subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof. Such Additions to Subject Property which shall be added from time to time may be of any size and may contain any number of Homesites, in any sequence, as well as any commercial or multi-family developments as determined solely by the Declarant, along with any Common Areas deemed appropriate by the Declarant.
- (l) "Woodland Glen" or "The Properties" shall mean and refer to the subject property, and Additions to Subject Property, as are subject to the Declaration and/or Supplemental Declaration recorded under provisions of Article II hereof.

ARTICLE II

Property Subject to this Declaration and Additions to Subject Property

Section 1. Subject Property. The Subject Property as heretofore defined and any improvements now or hereafter constructed thereon shall be held, transferred, sold, conveyed, and occupied subject to this Declaration.

Section 2. Additions to Subject Property. The Declarant, from time to time, and at any time, may in its sole and absolute discretion cause additional lands to become subject to this Declaration, which additional lands have been hereinabove defined as Additions to Subject Property; and until such time as such additions are made to the Subject Property in the manner hereinafter set forth, no real property other than the Subject Property shall be affected by or become subject to the Declaration. Until such time as any portion of such property is submitted to the terms of this Declaration by recordation of a Supplemental Declaration extending the scheme of the Declaration to said property, the Declarant shall not be obligated to submit such property to this Declaration or make such property a part of Woodland Glen; thereafter, Declarant shall have such rights, regarding such property as are provided in this Declaration and the Supplemental Declaration to which such property is subject.

Section 3. Supplemental Declaration of Covenants and Restrictions. Each of the Additions to Subject Property authorized under this Article shall be made by the Declarant filing of record a Supplemental Declaration of Covenants and Restrictions with respect to that Addition to Subject Property which shall subject that particular Addition to Subject Property to the scheme of the covenants and restrictions of this Declaration as such scheme may be hereafter modified or amended

as provided for herein or in said Supplemental Declaration of Covenants and Restrictions. Such additions shall be made whenever the Declarant in its sole and absolute discretion deems appropriate, but in no event shall any Supplemental Declaration making additions to Woodland Glen be recorded after thirty (30) years from the date this Declaration is recorded in the Public Records of Marion County, Florida. Such Supplemental Declarations shall be made by Declarant and shall not require consent of any person or entity, including without limitation, any Owner, Member, mortgagee of a Homesite or Living Unit, or the Association. Such Supplemental Declaration may contain such additions and modifications to these Declarations and additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the Additions to Subject Property. The Owner of each Homesite in any Additions to Subject Property shall become a Member of the Association when the Supplemental Declaration of Covenants and Restrictions submitting the Additions to Subject Property in which the Homesite is located is recorded in the Public Records of Marion County, Florida. At and after that time the Owner may exercise all rights of a Member of the Association, including the right to vote, and shall become subject to the terms and conditions of the Declaration as provided in the Supplemental Declaration, including without limitation the obligation for payment of assessments as provided therein. At the time Declarant submits any of The Properties to this Declaration or a Supplemental Declaration, real estate taxes for that year shall be pro-rated, and Declarant shall be responsible for paying that portion of such taxes for the period prior to such submission. Upon filing, any Supplemental Declaration of Covenants and Restrictions shall be considered a part of the Declarations and the terms "Declaration" as used herein shall include such Supplemental Declaration.

ARTICLE III

Rights in the Common Areas

Section 1. Owner's Easements in Common Areas. Subject to the provisions of Section 2 and the additional provisions of this Declaration, every Owner, his guests, invitees, licensees and tenants shall have a right and perpetual nonexclusive easement of enjoyment and use in and to all the Common Areas, for the purpose for which they are created as described herein or on any recorded plat wherein such Common Areas are described, and such easement shall be appurtenant to and shall pass with title to every Homesite or Living Unit. Such easement of enjoyment and use shall include, but not be limited to, the Owner's right of ingress and egress over the streets, roadways and walkways on the Common Areas for purposes of access to a Homesite or Living Unit, and Declarant shall have a right of ingress and egress for itself and its guests, agents, employees, invitees, licensees and tenants over such streets, roadways and walkways during any time the Declarant is constructing or repairing a Living Unit thereon, renting a Living Unit belonging to Declarant, or providing any other service or activity required of or allowed to Declarant in the Declaration. No Homeowner shall have any greater or lesser rights than any other Homeowner or the Declarant in any Common Area which encumbers such Homeowner's Homesite.

Section 2. Cross Easements Rights in the Common Areas. It is the intention of the Declarant that Woodland Glen will be divided into separate areas known as Blocks. At the time a Supplemental Declaration of Covenants and Restrictions is recorded in the Public Records of Marion County, Florida, bringing any of the Additions to Subject Property into Woodland Glen, all Owners in Woodland Glen, whether in any Block described in the plat for the Subject Property or the plat for any

Additions to Subject Property, shall have a right and perpetual nonexclusive easement of enjoyment and use in all the Common Areas in Woodland Glen, regardless of where the Common Areas are located, and such easement shall be appurtenant to and shall pass with title to every Homesite or Living Unit.

Section 3. Delegation of Use. Any Owner may delegate his right of enjoyment to the Common Areas to the members of his family, his bona fide guests and invitees (defined as any guest staying with the Owner for twenty-four (24) hours or more), his tenants, and contract purchasers who reside in his Living Unit, subject to such rules and regulations that may be established from time to time by the Declarant. All guests must be accompanied by a resident any time guests are using Common Areas.

Section 4. Rules and Regulations. Declarant shall have the right in its sole and absolute discretion to adopt, modify, and terminate at any time and from time to time rules and regulations for the use of the Common Areas.

ARTICLE IV

The Association

Section 1. Association. Woodland Glen Homeowners Association, Inc. (the "Association"), a Florida corporation not-for-profit, has been formed to provide for organizing the social and cultural activities of Woodland Glen and to provide for and facilitate the maintenance of the Common Areas. The Association shall act in accordance with the terms and provisions of this Declaration, the Articles of Incorporation of the Association and the Bylaws of the Association.

Section 2. Membership. Every Owner of a Living Unit or Homesite and the Declarant shall be a member of the Association. Except in the case of Declarant, membership shall be appurtenant to and may not be separated from ownership of any Living Unit or Homesite.

Section 3. Voting Rights. The voting rights in the Association shall be as follows:

- (a) The Declarant shall control the Association and its sole vote on all matters shall be determinative until such time as Declarant shall authorize voting by other members, at its sole discretion, as provided in the Articles of Incorporation of the Association.
- (b) All Owners of Homesites shall be entitled to one vote for each Homesite owned. When more than one person holds an interest in any Homesite, all such persons shall be members, but in no event shall more than one vote be cast with respect to any single Homesite. In the event all of the Owners of a Homesite cannot agree on any vote, no vote shall be cast for such Homesite, provided however, that the Association may conclusively rely on the vote cast by any of the Owners of a Homesite as being authorized by all such Owners unless the Association has been notified in writing to the contrary by one of such Owners

Section 4. Books and Records. The Declarant shall make available to Owners and mortgagees, and to holders, insurers or guarantors of any first mortgage on all or a portion of The Properties, including Homesites, current copies of the Declaration, Bylaws and Articles of Incorporation of the Association, other rules concerning The Properties, and the books, records and financial statements of the Association. The Association shall be deemed to have made such items available, if they are available for inspection, upon request, during normal

business hours or under other reasonable circumstances. Any holder, insurer or guarantor of a first mortgage on all or a portion of The Properties, including Homesites, shall be entitled, upon written request, to a financial statement for the immediately preceding fiscal year and such statement shall be furnished within a reasonable time following said request.

Section 5. Notice to Mortgagees. Upon written request to the Declarant identifying the name and address of the holder of the first mortgage on a Homesite or Living Unit, or the insurer or guarantor of such first mortgage on a Homesite or Living Unit and the Homesite or Living Unit number or address, a holder of a first mortgage on a Homesite or Living Unit or insurer or guarantor of said first mortgage shall be entitled to timely written notice of;

- (a) Any condemnation loss or casualty loss which affects a material portion of The Properties or any Homesite or Living Unit on which there is a first mortgage held, insured or guaranteed by such requesting party.
- (b) Any delinquency in the payment of assessments or charges owed by an Owner of a Homesite or Living Unit subject to a first mortgage held, insured or guaranteed by such requesting party, which remains uncured for a period of sixty (60) days.
- (c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.
- (d) Any proposed action which would require the consent of a specified percentage of first mortgage holders.

Section 6. Director for Declarants. The Articles of Incorporation of the Association shall and does provide that Declarant shall always be entitled to appoint one member to the Board of Directors of the Association.

Section 7. Dissolution of Association. In the event of dissolution of the Association for whatever reason, any Owner or the Declarant may petition the Circuit Court of the Fifth Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and The Properties in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and The Properties, including reinstatement of the Association as an active Florida corporation.

ARTICLE V

Membership in the Association

Section 1. Member. The Members of the Association shall consist of the Declarant, and all Owners of Homesites within The Properties, provided that any such person or entity who holds an interest merely as security for the performance of any obligation shall not be a Member, unless they have obtained record title to the Homesite by foreclosure or deed in lieu of foreclosure. Membership in the Homeowners Association is not optional and each Homesite Owner shall be a Member of, and participate in, the Woodland Glen Homeowners Association, Inc.

Section 2. Change of Membership. Change of membership in the Association shall be established by recording in the Public Records of Marion County, Florida a deed or other instrument establishing a record title to a Homesite in The Properties. The Owner designated by such instrument thus will become a Member of

the Association and the membership of the prior owner will be terminated. The new Owner shall notify the Association and Declarant of the recording of the deed or other instrument establishing record title and shall furnish the Association and Declarant a certified copy of such instrument.

ARTICLE VI

Covenants for Common Maintenance

Section 1. Assessments. The Articles of Incorporation and Bylaws of Woodland Glen Homeowners Association, Inc. shall provide for any and all assessments necessary to assure permanent road maintenance within The Properties according to the following terms and conditions:

- (a) Road assessments shall be fixed, established and collected from time to time for the maintenance and repair of the roads in perpetuity. These funds shall be collected by the Homeowners Association and deposited in an interest-bearing escrow account, separate and distinct from any other account of the Declarant or the Association, and will be withdrawn by the Homeowners Association in its sole and absolute discretion only for the maintenance and repair of any and all such roads and drainage area.
- (b) The Declarant, pursuant to its status as an owner, shall be required to pay any assessments, whether annual or special, for road maintenance for each Homesite or other property it owns in Woodland Glen at the time of the assessment. Declarant's payment of assessments will be on a pro rata basis as owner of unsold lots.
- (c) All such assessments, together with such interest thereon and costs of collection thereof including, without limitations, reasonable attorneys fees incurred by the Association incident to the collection of such assessments whether or not judicial proceedings are involved, and appeals, if any, shall constitute a continuing lien upon the Homesite against which each such assessment is made. Said lien shall be effective from and after the time of recording a claim of lien in the Public Records of Marion County, Florida, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Each such assessment, together with interest thereon and cost of collection, including without limitation, reasonable attorneys fees incurred by the Association incident to the collection of such assessment whether or not judicial proceedings are involved, and appeals, if any, shall also be the personal obligation of the person who is the Owner of such Homesite at the time the assessment is due and payable. No assessments may be offset by any claims by any Owner or the Association against Declarant or the Association for any reason.

Section 2. Delinquent Assessments. If any annual or special assessment or installment thereon is not paid within thirty (30) days after the due date, a late fee may be charged by the Association, and the Association may accelerate the remaining installments of the regular annual assessment for that calendar year which otherwise would not be due, and declare the entire assessment as to that delinquent Owner due and payable in full as if the entire amount was originally assessed. Interest shall accrue on any unpaid assessment whether or not accelerated, at

the highest rate allowed by law. Accounts delinquent in excess of sixty (60) days or those twice delinquent more than thirty (30) days may be charged for the annual assessment for the next calendar year in advance and shall be subject to the same collections, lien and foreclosure proceedings as otherwise provided for herein. No Owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Areas or abandonment of his Homesite.

Section 3. Right of Association to Collect Delinquent Assessment. Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. The Association may also sue to recover a money judgment for unpaid assessments against the Owner personally obligated to pay same without waiving the lien securing same.

Section 4. Allocation of Assessments Among Homesites. The allocation of annual, road and drainage assessments, (but no special assessments incurred as a result of violation of the Declaration, Articles of Incorporation and Bylaws) shall be set so that all Homesites shall be assessed at an equal rate, and the Declarant shall be required to pay any assessments for the Homesites it owns.

ARTICLE VII

Maintenance

Section 1. Maintenance by the Owner. Each Owner is responsible for maintenance in good order, condition and repair of the interiors and exteriors of Living Units and of all mechanical equipment, plumbing and electrical facilities located on a Homesite servicing the Living Unit thereon, and any pool, hot tub, spa or similar facility located on a Homesite, and any equipment and appurtenances. The Owner shall promptly perform such maintenance so as to keep the Living Unit and Homesite in a good state of repair and in conformity with the aesthetic standards of the community.

Section 2. Maintenance of Private Roads. The maintenance of the private roads and other common areas, shall be the responsibility of the Woodland Glen Homeowners Association, Inc.

ARTICLE VIII

Restrictive Covenants

Section 1. The Properties Subjected to Restrictive Covenants. In addition to other restrictions, reservations and conditions set forth elsewhere in this Declaration, The Properties shall be subject to the following restrictions, reservations and conditions, which shall be binding upon each and every Owner, with the exception of the Declarant, who shall acquire hereafter a Homesite or any portion of The Properties, and shall be binding upon their respective heirs, personal representatives and assigns.

Section 2. Residential Use. No Homesite shall be used for any purposes except for residential purposes. Nothing contained in this Declaration shall preclude the Declarant or its agent or employees from maintaining offices on a Homesite or elsewhere in The Properties for the purposes of promoting the sale of Homesites and Living Units within The Properties and for purposes of the operation and administration of Woodland Glen and any other activities allowed to Declarant under this Declaration, and Declarant and its agents and employees shall have access to and

use of the Common Areas to facilitate such sales. In addition, Declarant shall have the right to allocate a portion or portions of The Properties for commercial purposes and to construct or allow construction of improvements on such portion or portions for such purposes; such areas shall not be Common Areas but shall be owned by Declarant or Declarant's successor in title to said areas and be subject to such portion of this Declaration as Declarant in its sole and absolute discretion shall determine.

Section 3. Temporary Structure Not to be Used as Residence. No structure of a temporary character, trailer, boat, motor home, recreational vehicle, tent, shack, garage, barn or other outbuilding shall be erected or placed on any Homesite at any time, for the purposes of use as a residence, either temporarily or permanently. Nothing contained herein shall, however, limit the rights of Owners to place mobile homes upon Homesites.

Section 4. Mobile Home Size. No mobile home placed upon a Homesite as a Living Unit shall be less than forty (40) feet in length or eight (8) feet in width. All mobile homes placed upon Homesites shall be completely skirted.

Section 5. Easements. Nothing shall be placed on any part of any Homesite which is reserved as an easement or right of way for street, road or walkway, utilities, or drainage if such shall interfere with the construction, use and maintenance of said roads, streets, walkways, drainage or utility easements. In the event any structure, trees or other vegetation interferes with construction, maintenance or repair of such easement or right of way, the same may be removed by the Declarant, and the cost thereof shall be payable by such Owner to Declarant within fifteen (15) days written notice to such Owner.

Section 6. Set Back Requirements. All structures, buildings, additions or improvements including trees used in landscaping shall be set back, at least as far as required by the set back requirements as specified by the Marion County, Florida Building and Zoning Code.

Section 7. Subdividing Homesites. No Homesites or Living Units shall be subdivided or divided into parcels, tracts, or lots smaller in size than that which was originally conveyed by Declarant to the initial Owner without the express written consent of the Declarant. No Homesite shall contain more than one Living Unit. Declarant reserves unto itself the right to subdivide, redivide and/or divide into parcels, tracts, or lots Homesites owned by Declarant.

Section 8. Trash. No Homesite or any part of Woodland Glen shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in appropriate and unobstrive areas, and in an appropriate and unobstrusive fashion, pending removal from Woodland Glen to approved dumping areas.

Section 9. Nuisances. No noxious or offensive activity shall be carried on upon any Homesite, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood, nor shall any disturbance be permitted which will interfere with the rights, comforts or convenience of other Owners and their guests, invitees or lessees.

Section 10. Signs. To preserve the aesthetic quality of The Properties, no signs other than signs advertising the sale or rental of any Living Unit, shall be placed or allowed to be erected or placed on any Homesite including window signs inside any Living Unit visible through any windows without prior written consent of the Declarant. The Declarant reserves the right to grant and/or deny, in its sole and absolute discretion, its consent.

Section 11. Modifications. The Declarant reserves the right in its sole and absolute discretion to make modifications, clarifications, changes and interpretations of all restrictions and covenants contained herein, as provided hereafter, and its determination shall be final.

Section 12. Legal Proceedings for Violations. If any person shall violate or attempt to violate or in any way fail to abide by any of these Covenants and Restrictions, or any rules and regulations, it shall be lawful for the Declarant, or any other person(s) owning any Homesite in The Properties to conduct such legal proceedings as are available to enforce compliance therewith, to prevent further continued violation, and to recover damages, attorneys fees, court costs and litigation costs and expenses for such violation or attempted violation.

Section 13. Duration. The Covenants and Restrictions as provided for in this Declaration for The Properties shall run with the title to all the land, tracts, parcels and Living Units contained in the plat of Woodland Glen, and will be binding on the Owners of all Living Units and Homesites within The Properties, their successors and assigns in title until December 31, 2020. Thereafter, these protective deed covenants and restrictions may for a successive period of ten (10) years thereafter, remain in full force and effect unless specifically revised or modified by three-fourths of the Owners. Failure of the Declarant, Owners or the Association or any other association that may be formed, consisting of Owners, to enforce any of these Covenants and Restrictions shall not nullify any of the Covenants and Restrictions, or in any way be interpreted as a waiver by the Declarant, Owners or Association, of the right to object to any violation of these covenants and restrictions and to enforce the same by proceeding at law or in equity against any person or person violating or attempting to violate any such Covenants and Restrictions.

Section 14. Validity. If any portion of the Declaration is declared unconstitutional or if the applicability of this Declaration against any person or in any circumstances is held invalid, the validity of the remainder of Covenants and Restrictions shall not be affected thereby. If any word, sentence, phrase, clause, section or portion of such Covenants and Restrictions shall be held invalid or unconstitutional by a court of competent jurisdiction, such portion or word shall be deemed a separate and independent provision and such holding shall not affect the validity of the remaining portions hereof.

ARTICLE IX

Assignment

All rights, powers, privileges and obligations reserved to and by the Declarant hereunder may be assigned by it in whole or in part at any time and from time to time including without limitation an assignment thereof to the Association. A recorded assignment thereof shall entitle all third parties to deal with the assignee as the true and lawful holder, owner and obligee thereof.

ARTICLE X

Additional Covenants and Restrictions

Except for the Declarant, no Owner, nor the Association or any other person or entity without the prior written approval of the Declarant, may impose any additional covenants or restrictions on any part of The Properties.

ARTICLE XI

Amendment

Section 1. Amendments. The Developer in its sole and absolute discretion shall have the right and power of amendment of this Declaration, and such amendment by the Declarant shall not require the joinder of Owners or mortgagees or the Association, or any other party having any interest in The Properties. Such right to amend shall include without limitation the right (a) to amend these Covenants and Restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein; (b) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to The Properties which do not unreasonably lower standards of the Covenants and Restrictions herein contained; (c) to release any Homesite from any part of the Covenants and Restrictions which have been violated if the Declarant, in its sole judgment, determines such violation to be a minor or insubstantial violation; (d) to modify or alter the rights of Owners to the use of or access to the Common Areas, including, but not limited to, amending the Declaration to require purchase of the Common Areas by the Homeowners from the Declarant.

Section 2. Amendment to Articles and Bylaws. The Articles of Incorporation and Bylaws of the Association may be amended in the manner so provided in such documents.

Section 3. Notice of Amendment. Recording of an amendment, properly made in accordance with the terms of Section 1 and Section 2 of this Article XI shall be deemed notice to all Owners of the terms thereof, and all Owners shall be bound by its terms.

Section 4. Amendment of Specific Provisions. The consent of holders of first mortgages on Homesites which have at least fifty-one (51) percent of the votes of Homesites subject to first mortgages, shall be required to add or amend any material provisions of the Declaration, Articles of Incorporation and Bylaws which establish, provide for, govern or regulate any provisions which are for the express benefit of mortgage holders, first mortgage holders or the insurers or guarantors of first mortgages on Homesites.

An addition or amendment shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. A holder of a first mortgage who receives a written request to approve an amendment who does not deliver or post to the requesting party a negative response within thirty (30) days from the postmark date of the request shall be deemed to have approved such request.

ARTICLE XII

Termination of Declaration

The covenants, restrictions and provision of this Declaration shall run with and bind the land and shall inure to the benefit of the Owners, the Declarant, the Association and their respective legal representatives, heirs, successors and assigns until amended or modified according to the terms of Article XI hereinabove set forth. In the event of and after the assignment by Declarant of all of its rights hereunder, the consent of the Owners of Homesites to which seventy-five (75) percent of the total allowable votes in the Association are allocated and the approval of holders of first mortgages on Homesites which have at least seventy-five (75) percent of the total votes of Homesites subject to first mortgages, shall be required to terminate the covenants and restrictions of the

Declaration. Termination shall be accomplished in the same manner as set forth for amendment to the Declaration in Article XI, except that the specific percentages herein shall apply.

IN WITNESS WHEREOF, the Declarant, Woodland Glen Ltd., a Florida limited partnership, owner of those certain tracts of land which have been platted as Woodland Glen, has caused this instrument to be executed as of the day and year first above written.

Signed, sealed and delivered in the presence of:

WOODLAND GLEN, LTD., a Florida Limited Partnership, by WOODLAND MANAGEMENT, INC., a Florida corporation, as General Partner

Doreen Sanders

By: David Chain, President

Judith Anne Macolino
As to WOODLAND GLEN, LTD.

STATE OF FLORIDA

COUNTY OF MARION

BEFORE ME, personally appeared David Chain, well known to me to be the person described in and who executed the foregoing instrument as President of Woodland Management, Inc., as General Partner of Woodland Glen, Ltd., a Florida Limited Partnership, as owner of those certain tracts of land which have been platted as Woodland Glen, and who executed the foregoing instrument as such officer in the name of and on behalf of said corporation for the purposes therein expressed.

WITNESS my hand and seal in the County and State last aforesaid this 6th day of October, 1987.

Judith Anne Macolino
Notary Public
State of Florida
My commission expires

Notary Public, State of Florida at Large
My Commission Expires March 24, 1990