

## **DECLARATION OF COVENANTS AND RESTRICTIONS**

### **GLENEAGLES GREEN HOME OWNERS ASSOCIATION, INC.**

OKALOOSA COUNTY (BK 3272 PG 4554-4570, BK 3291 PG 524, BK 3673 PG 4061-4063)

*AS AMENDED MAY 2023*

This Revived Declaration is hereby made effective as set forth below by the Association and shall be applicable to each lot or other parcel located within the Gleneagles Green Subdivision, and shall be binding upon all present and future owners of lots or other parcels located within the Gleneagles Green Subdivision, and upon all persons claiming by, through, or under such owners as follow:

#### **ARTICLE I DEFINITIONS**

- a. "Association" shall mean and refer to the Gleneagles Green Home Owners Association, Inc., its successors and assigns.
- b. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of a fee simple title to any Unit which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation, and including the Declarant while it owns a Unit.
- c. "Property" shall mean and refer to that certain real property described in Exhibit A and such additions thereto as may hereafter be brought within the jurisdiction of the Association.
- d. "Common Area" shall mean all real and personal property (including the improvements thereto) now and hereafter owned by the Association.
- e. "Unit" shall mean and refer to any plot of land shown upon the recorded subdivision plat of the Property and all improvements thereon with the exception of the Common Area, said plat being recorded in the Official Records of Okaloosa County, Florida.
- f. "Declarant" shall mean and refer to Masterpiece Builders of West Florida, Inc., its designated successors and assigns to "Declarant" shall mean and refer to the Gleneagles Green Home Owners Association Inc., its designated successors and assigns.
- g. "Exterior surfaces" will be defined as the exterior of the unit starting at but not including the structural portions of the walls or roof (2x4's or trusses) that are not exposed to the weather and will include such areas as paint, roof material, siding material, trim material and gutters. Excluded are windows, doors, screens, balconies, patios that have been replaced, and the stucco, wood, drywall, etc. inside the sunroom (screens or windows) will be considered "interior" walls.
  - 1. "Paint" will be defined as paint (oil or latex), stain and/or sealer of an agreed upon color on the outside surfaces of the buildings and/or any other structure upon a unit or common area.

2. "Roof material" will be defined as shingles, underlayment (tar paper), sheathing (roof boards or plywood), flashing material, drip pans, skylights, attic vents and plumbing vents. This definition excludes framing and trusses.
  3. "Siding material" will be defined as stucco, wood, hardie board or other such weather resistant material on the outside of a building that is used to obtain a finished effect on these exterior surfaces.
  4. "Trim material" will be defined as wood, hardie board or other such weather resistant material on the outside of a building that is used to obtain a decorative or finished effect around doors, windows, roofs and/or other structural features such as pergolas, etc.
  5. "Gutters" will be defined as roof level rain water collection devices, diverters, down spouts, French drains, mounting hardware, and all other aspects of the rain water collection and distribution system.
  6. "Windows", "doors", and "screens" will be defined as complete units that are inserted into or constructed in openings in the wall including frames, moldings, hardware, sills and/or window treatments. The outside (exterior) seal between the unit and the wall opening (caulk) will be maintained by the Association. Garage door seals are excluded. Unit owner is responsible for the repair, replacement and/or care of the operating parts of their doors and windows.
  7. "Balconies" will be defined as those that have not been entirely enclosed and the "boot", "liner" and/or other flooring material will not be maintained by the Association.
  8. "Patios" will be defined as the wood deck between the sunroom and master bedroom on the three bedroom units. Once replaced with a masonry product they will no longer be maintained by the Association.
- h. "Common roof" shall mean the section of roof shared by more than one Unit.
- i. "Common wall" is the equivalent of a "party wall" and shall have the same meaning as described in Article IX, Party Walls, Section 1.
- j. "Damage" shall mean impairment of the usefulness or value of a Unit or common area. If due to a storm related incident, "damage" to "exterior surfaces" will be repaired and turned in to insurance for reimbursement and then handled under the provisions of Article VII of this document. If damage is caused by unit owner/occupant it will be billed directly to the unit owner.
- k. "Improvements" shall mean any building, driveway, road, fence, wall or other structure constructed upon a Unit or Common Area.
- l. "Maintenance" shall mean the care and work put into the unit or Common Area to keep it operating, productive and in good repair or condition; general repair and upkeep.
1. Maintenance items (wood rot, etc.) on "exterior surfaces" will be repaired using an alternative material (hardie board, epoxy, etc.) wherever possible without compromising structural integrity of the unit and will be the responsibility of the Association.

2. Interior items (windows, doors, screens, etc.) that are required to be removed and are damaged or destroyed in the process of maintaining "exterior surfaces" will be the responsibility of the unit owner. The labor to remove and reinstall will be the responsibility of the Association.
3. Unauthorized and/or improperly installed windows, doors, screens, air conditioners, etc., by unit owners that cause damage to exterior surfaces will not become the responsibility of the Association. The damage to exterior surfaces will be repaired by the Association and billed directly to the unit.
4. Improperly maintained units (trees and shrubs that are not pruned and/or are touching the trim, walls or roof, etc.) where owners have taken responsibility for that maintenance, including windows, doors, screens, etc. that cause damage to exterior surfaces, will not become the responsibility of the Association and will be repaired and billed directly to the unit.
5. Garage doors are the responsibility of the unit owner. Maintenance of wooden garage doors by the Association will be limited to paint only.
6. Any outside electrical equipment (lights, receptacles, etc.) including original lights, will be the responsibility of the unit owner and will not be maintained by the Association.

These definitions are for delineation of obligations for maintenance purposes only and are not intended to change or modify the obligations of the board or owners for insurance purposes.

m. "Repair" shall mean to restore to first class condition after damage has occurred.

n. "Home Owners Association" as addressed in this document shall mean an Association in which membership by the Unit owner is a condition of ownership of a Unit and which is authorized to impose a charge or assessment that, if unpaid, may become a lien on the Unit. (Fla Statute 720.301(2)).

## **ARTICLE II PROPERTY RIGHTS**

**Section 1. Owners' Easements of Enjoyment.** Every Owner shall have a right and easement of enjoyment and use for the purpose of which it was intended in and to the Common Area, which easement shall be appurtenant to and shall pass with the title to every Unit, subject to the following provisions:

(a) The right of the Association to suspend the voting rights of any Owner for any period during which any assessment against his Unit is past due.

(b) The right of the Association to sell or dedicate or transfer all or any part of the Common Area for such purposes and subject to such conditions as the Association may approve, subject to receiving the affirmative approval of two thirds (2/3) of Class A members and the Declarant, if the Declarant is the Owner of a Unit, agreeing to such sale or dedication or transfer.

**Section 2. Delegation of Use.** Any Owner may delegate his right of enjoyment and use of the Common Area to the members of his family, his guests and his tenants. The delegation of such use shall not relieve the Owner of any liability or responsibility imposed upon him by this Declaration or the By-laws of the Association.

### **ARTICLE III MEMBERSHIP AND VOTING RIGHTS**

**Section 1. Membership.** Every Owner shall be a member of the Association and shall be subject to this Declaration and the By-laws of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

**Section 2. Classes of Membership.** The Association shall have two classes of voting membership.

(a) Class A. Class A members shall be all Owners, with the exception of the Declarant while Declarant is a Class B member, and shall be entitled to one vote for each Unit owned. When more than one person or entity holds an interest in any Unit, the vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Unit.

(b) Class B. The Class B member shall be the Declarant and its designated successors and assigns and shall be entitled to three (3) votes for each Unit owned. The Class B membership shall cease and be converted to Class A membership when Declarant or its designated successor or assigns no longer is the record owner of a Unit or June 30, 1988, whichever occurs first.

### **ARTICLE IV COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1. Creation of the Lien and Personal Obligation of Assessments.**

(a) Each Owner, including the Declarant, shall pay to the Association when due all assessments levied by the Association.

(b) All assessments, together with the maximum legal rate of interest from the due date, costs of collection and reasonable attorney's fees, shall be a charge on the Unit which it is assessed and shall be a continuing lien upon the Unit against which each assessment is made. Each such assessment shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

(c) The maximum annual assessment each year may not be increased greater than five (5%) per cent above the annual assessment for the preceding year without the approval of two thirds (2/3) of each class of members either by a vote at a meeting called for that purpose or by written approval.

(d) The Association, at its option, may enforce collection of delinquent assessments including interest from the due date at the maximum legal rate, costs of collection and reasonable attorney fees by suit at law, or by foreclosure of the lien securing the assessment or by any other competent proceeding.

**Section 2. Purpose of the Assessments.** The assessments levied by the Association shall be for the purpose of providing for (1) the maintenance, operation, repair and replacement of the Common Area and improvements thereon; (2) the landscaping of the Common Area and the maintenance of such landscaping in a first class condition, including but not limited to, grass cutting, fertilizing and planting; (3) the maintenance and repair of the exterior surfaces of the Units in a first class condition; (4) capital improvements to the Common Area; (5) Insurance coverage as determined herein, (6) utility charges

and deposits, (7) the promotion of the health, safety and welfare of the Property; (8) taxes on the Common Area; (9) such other expenses incidental or necessary (i) to the operation maintenance, improvement and well being of the Property in a first class condition; and (ii) to the carrying out of the provisions in this Declaration and the By-laws of the Association.

**Section 3. Unit Assessments.** The Association shall levy assessments in accordance with this Declaration and the By-laws of the Association.

**Section 4. Rate of Assessments.** Expenses of the Association related to the Common Area, including improvements thereon and the roads shall be uniformly assessed against all Units. Expenses of the Association directly connected only with Units on which the improvements have not been completed, if any, shall be uniformly assessed against all such Units. All other expenses of the Association shall be uniformly assessed against the Units with completed improvements thereon, except as otherwise provided herein.

**Section 5. Effect of Non-use.** No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Unit.

**Section 6. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage on a Unit or its improvements. Sale or transfer of any Unit shall not affect the assessment lien except the sale or transfer of any Unit pursuant to a mortgage foreclosure or deed in lieu of foreclosure shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. However, the amount of such extinguished assessments may be added to the annual assessments for all Units. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

**Section 7. Security.** The Association may employ such people or take such measures to provide for the security of the Property and persons on the Property as it deems appropriate.

## **ARTICLE V THE ASSOCIATION**

**Section 1. Powers.** The Association shall have the powers enumerated in the By-laws of the Association and such other powers as necessary and incidental to operate the Association and carry out the duties and responsibilities of the Association.

**Section 2. Duties.** It shall be the duty and obligation of the Association to (1) keep the Common Area in a first class condition; (2) keep the exterior surfaces of the improvements on the Units in a first class condition; (3) maintain and operate the Property and the Association pursuant to this Declaration and the By-laws of the Association; and (4) perform such other duties and obligations imposed upon it by this Declaration and the By-laws of the Association.

## **ARTICLE VI COVENANTS AND RESTRICTIONS**

**Section 1. Residence only.** Units shall only be used for residential purposes.

**Section 2. Approval.** No building, fence, wall, driveway, swimming pool or other structure or improvements, regardless of size or purpose, whether attached to or detached from the main residence shall be commenced, placed, erected, nor shall any additions to or exterior change or alteration of appearance be made to any existing structure or building unless and until building plans and specifications covering same, showing the nature, kind, shape and height, size, materials, floor plans, exterior color schemes, location and orientation and square footage, construction schedule and such other information as the Declarant shall require, have been submitted to and approved by the Declarant pursuant to Article XI, Section 1 hereof. The Declarant shall have the absolute and exclusive right to refuse to approve any such building plans and specifications which are not suitable or desirable in its sole opinion for any reason, including purely aesthetic reasons and reasons connected with Declarant's continued ownership of Units.

**Section 3. Quality Design and Color.** Unless specifically approved in writing by the Declarant all buildings to be either constructed, repaired, painted or changed on the exterior shall be substantially equal to the quality of materials and color as all other buildings on the Property. Notwithstanding anything contained in Article XI, Section 1, the failure by the Declarant to respond within 30 days of the date of request for approval under this section shall be deemed to be a denial of such request.

**Section 4. No Parking of Vehicles or Boats.** No commercial licensed trucks exceeding one-half ton in size, and no trailers, travel trailers, campers, motor homes, boats or buses shall be parked nor permitted to remain in any Common Area overnight upon the properties. These vehicles may be parked in such locations as may from time to time be designated by Bluewater Bay or the Association.

**Section 5. Window Air Conditioners.** Unless the prior approval of the Declarant has been obtained, no window air-conditioning units shall be installed.

**Section 6. Type of Signs.** No sign of any character shall be displayed or placed upon any Unit. The Declarant will provide an appropriate ladder type sign at one end of Gleneagles Drive to promote listing of Units for sale or rent. The Declarant may enter upon any Unit and summarily remove any signs which in its sole discretion do not meet the provision of this section.

**Section 7. Commercial Signs.** Nothing contained herein shall prevent the Declarant or any person designated by the Declarant from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses and other structures as the Declarant may deem advisable for development, marketing or sales purposes including using one or more garages for sales offices.

**Section 8. Aerials and Antennas.** No television aerial or antenna nor any other exterior electronic or electric equipment or devices of any kind shall be installed or maintained on a Unit except during the period of construction.

**Section 9. Mail Boxes.** Only a mail box or newspaper box approved by Declarant may be used. No other receptacle of any kind for use in the delivery of mail or newspapers or similar material may be used.

**Section 10. Pets.** Pets are not permitted except as provided for below. Not more than two dogs, or two domesticated cats, or two birds may be kept in a Unit. No animals of any kind may be kept for any commercial or breeding purpose. If, in the sole opinion of the Association, the animal or animals become dangerous or constitute an annoyance or nuisance in the neighborhood or nearly property or

destructive of wild life, they may not thereafter be kept on the Unit. Birds shall be kept caged at all times. Pets are not allowed on the golf course or in lakes at any time. All dogs and cats must be on a leash when outside. Birds must be in a cage when outside. Pets shall be kept within the confines of the pet owners unit, except when such pets are permitted upon the Common Areas. They shall be kept on a leash at all times. Any defecation will be cleaned up by the owner of the animal.

**Section 11. No Offensive Activities.** No illegal, noxious or offensive activity shall be permitted or carried on any part of said Property, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort or annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate or remain on any part of said Unit nor upon any land or lands contiguous thereto. No fires for burning of trash, leaves, clippings or other debris or refuse shall be permitted to be on any part of said Property or road right-of-ways. Except on the day of collection, trash containers shall be kept inside. The intent of the covenants is to provide for a well-ordered community based upon consideration for the owners. The right of each person to privacy and the absence of avoidable irritants is paramount.

**Section 12. Clothes Lines.** Clothes lines are not permitted. In addition to the prohibition of outdoor clothes lines, no swimming suits, towels, items of bedding, cloths of any kind, rugs, etc. shall be hung, dried, or displayed on balconies, driveways or common areas, including grassy areas adjacent to each Unit. When such items are being dried or aired, they shall not be visible to public view.

**Section 13. Use of Golf Course.** The use of the golf course of the Country Club at Bluewater Bay is reserved exclusively for the use of golfers officially registered and permitted to play golf. Persons residing at Gleneagles Green, regardless of membership status in the Country Club, shall start play only by registering at the clubhouse and in accordance with the golfing rules of the Country Club at Bluewater Bay.

**Section 14. Interference with Golf Course Play.** No person shall do any act which will detract or interfere with golf course play.

**Section 15. Waiver of Covenants and Restrictions.** Declarant reserves the right to release any Unit from any part of the covenants and restrictions contained in this Article VI as Declarant determines in its sole judgment.

**Section 16a. Window Coverings.** All units must be equipped with acceptable window coverings (drapes, blinds) consistent with the decor of the building. Exceptions may be allowed for up to 90 days if approved by the Board.

**Section 16b. Basketball Goals.** All portable basketball goals, when not in use, must be stored out of view from the road - i.e. in the garage, in the house or in the rear of the building (behind owner/tenant unit) on the porch. No permanent basketball goals will be allowed.

**Section 17. Fines for Violations of Covenants.** After due notice to any owner or property manager of a violation of the Covenants contained within, the Board of Directors may levy a predetermined fine on the owner of the unit in violation. The Board must approve this fine by a unanimous vote.

**Section 18. Dissemination of Section 1, 4, 10, 11, 12 of Article VI.** Sections 1, 4, 10, 11 and 12 of this Article shall be extracted and reproduced. The printed extract shall be posted in a conspicuous place inside each rental unit to serve as a ready reference for the occupants. Written lease agreements with longer term tenants shall contain a statement that makes the tenants clearly aware of their obligation to comply with the covenants and restrictions. A copy of the extracted Sections 1, 4, 10, 11 and 12 must be attached to the tenants copy of the agreement as Exhibit "A".

## **ARTICLE VII INSURANCE**

**Section 1. Insurance Coverage.** The Association shall secure and maintain a property damage insurance policy with a company licensed to do business in Florida to cover the full replacement value of all permanent buildings on the property, including the exterior of the buildings and the unfinished interior surfaces of the perimeter walls and ceilings of the Units, constructed in accordance with original plans and specifications. The Association shall obtain such insurance as required by law and may obtain such other insurance on the Common Area and Units as it deems in its discretion to be in the best interest of the Association or the Owners.

**Section 2. Insurance by Owner.** Each Owner shall have the responsibility of obtaining insurance (e.g., HO-6 policy) to cover his personal property including all upgrading and betterments to his unit, and upon request of the association, each Owner shall produce a certificate evidencing such insurance

**Section 3. Cost of Association Insurance.** The cost of the insurance coverage provided by the Association for improvements to a Unit shall be an expense for which only the Owners of Units on which the improvement has been completed shall pay their pro rata share as a part of the assessment levied by the Association. Common Area insurance shall be an expense against all Owners. In the event the cost to the Association of insurance coverage is increased because of the action or inaction of an Owner, his family, guest, or tenants, then such increase shall be an additional assessment against the Owner.

**Section 4. Named Insured.** The named insured on all policies of insurance obtained by the Association shall be the Association for property owned by the Association, and shall be the Association as agent for all of the Owners and their mortgagees, as their interest may appear, for property owned by the Owners.

**Section 5. Insurance Proceeds.** All insurance proceeds received by the Association shall be held by the Association in trust for the purposes for which they are intended.

## **ARTICLE VIII DAMAGE AND REPAIR**

**Section 1. Rebuilding.** All rebuilding and repairing of all damaged property shall be subject to the provisions of Article VI, Section 2 and Section 3 and all other provisions in this Declaration.

**Section 2. Damage to Common Area.** In the event any of the Common Area is damaged, the Association shall cause such Common Area to be repaired or rebuilt unless eighty percent (80%) of the votes entitled to be cast in the Association vote within 60 days of the casualty to not repair or rebuild such Common Area. In the event any part of a common area is damaged due to negligence, vandalism or maliciousness on the part of any individual, whether a family member, renter, or guest, then the



Board of Directors shall have full authority to require such an individual or owner of the unit to bear the full cost of having the work completed.

**Section 3. Damage to Units.** In the event a Unit is damaged, then such Unit shall be repaired or rebuilt unless eighty percent (80%) of the votes entitled to be cast in the Association and the Owner thereof vote within 60 days of the casualty not to repair or rebuild such damaged Unit.

**Section 4. Cost to Repair or Rebuild.** The cost to repair or rebuild damaged property shall be paid from the proceeds of insurance to the extent available. In the event the cost to repair or rebuild the damaged property exceeds the amount of the insurance proceeds, then the cost to repair or rebuild, including any deductibles, shall be shared equally by all 52 units regardless of the number of units or buildings damaged, including any damage to Common Area property. The sharing of deductibles by all owners applies only to insurance policies in which the Association is the named insured.

**Section 5. Property not Repaired or Rebuilt.** In the event it is decided as provided herein not to repair or rebuild damaged property, then such damaged property shall be removed or placed in an aesthetically pleasing condition in harmony with the building and landscaping of the Property.

## **ARTICLE IX PARTY WALLS**

**Section 1. General Rules of Law to Apply.** Each wall which is built as a part of the original construction of the Units and placed on the dividing line between the Units shall constitute a party wall, and, to the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

**Section 2. Sharing of Repair and Maintenance.** The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners abutting said wall.

**Section 3. Destruction by Fire or Other Casualty.** If a party wall is destroyed or damaged by fire or other casualty, the party wall shall be repaired or rebuilt as soon as practical, unless it is decided not to repair or rebuild as provided elsewhere herein. The cost of repairing or rebuilding not covered by Association Insurance shall be paid in equal portions by each Owner abutting the wall; provided, however, the payment of any sum required hereunder shall not be deemed an admission or voluntary payment, and shall not in any way prejudice the right of an Owner to seek damages against another Owner or other person or entity under any rule or law regarding negligent or willful acts or omissions.

**Section 4. Weatherproofing.** Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

**Section 5. Right to Contribution Runs with Land.** The right of any Owner to contribution from any other Owner under this Article shall be appurtenant to the land and shall pass to such Owner's successors in title.

## **ARTICLE X EASEMENTS**

**Section 1. Recorded Easements.** The Units and Common Area shall be subject to all easements recorded in the Official Records of Okaloosa County and the Plat of Gleneagles Green.

**Section 2. Utility Easements.** The Declarant for itself and its successors and assigns, hereby reserves and is given an easement, privilege and right on, over and under the ground to erect, maintain and use electric and telephone wires, cables, conduits, water mains, drainage lines or drainage ditches, sewers and other suitable equipment for drainage and sewage disposal purposes or for the installations, maintenance, transmission and use of electricity, gas, telephone, lighting, heating, water, drainage, sewage and other conveniences or utilities on, in, over and under all of the easements shown on said plat (whether such easements are shown on said plat to be for a specific purpose or general purpose) in, over and under designated easements. The Declarant shall have the unrestricted and sole right and power of alienating and releasing the privileges, easements and rights referred to in this Section. The Owners, subject to the privileges, rights and easements referred to in this Section, shall acquire no right, title or interest in or to any wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed on, over or under the Unit which is subject to said privileges, rights and easements. The Declarant reserves the right to designate the users of all such easements.

**Section 3. Easement for Maintenance.** Each Owner grants an easement to the Association at reasonable times to go in his Unit to perform the maintenance as required in this Declaration. The Association may designate others to use such easement for the purpose of performing the work.

**Section 4. Golf Course Easement.** The Declarant, for itself, successors, assigns and persons registered to play golf on the golf course at the Country Club at Bluewater Bay, reserves a twenty (20) foot easement over the portion of the Property abutting the golf course for purposes of retrieving golf balls which land within the area of the easement.

**Section 5. Covenant Running with the Land.** The easements granted and reserved in this Article X shall be perpetual (unless otherwise stated), and covenants running with the land and be a burden upon the Property.

## **ARTICLE XI MISCELLANEOUS**

**Section 1. Approval.** Wherever in this Declaration the consent or approval of the Declarant or the Association is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the Declarant or Association, as the case may be. Such request shall be sent to the Declarant or Association by Registered Mail with return receipt requested. In the event that the Declarant or Association fails to act on any such written request within 30 days after the same has been submitted as required above, the consent or approval to the particular action sought in such written request shall be presumed, except as provided in Article VI, Section 3; however, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the provisions of this Declaration.

**Section 2. Declarant May Designate A Substitute.** The Declarant shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from such person, firm or corporation as it shall elect, any or all rights, powers, privileges, authorities and reservations given to or reserved or under the provisions herein contained; provided, however that on the date the Declarant, or its designated assigns, no longer is the record owner of a Unit in Gleneagles Green, all of the rights, powers, privileges, authorities and reservations given or reserved to the Declarant in this Declaration shall automatically pass to the Association.

**Section 3. Amendments by Declarant.** The Declarant reserves and shall have the right (a) to amend this Declaration but all such amendments shall conform to the general purposes and standards herein contained; (b) to amend this Declaration for the purpose of curing any ambiguity in or any inconsistency between the provision contained herein; and (c) to include in any contract or deed or other instrument hereafter made, any additional covenants and restrictions applicable to the said Property which do not lower the standards of the covenants and restrictions herein contained.

**Section 4. Amendment of Declaration by Class A Members.** The Class A members of the Association may amend this Declaration only with the written consent of the Declarant, for as long as the Declarant shall own a Unit, and with the vote of sixty percent (60%) of the votes entitled to be cast by the Class A members.

**Section 5. Additional Restrictions by Owners.** No Owners, without the prior written consent and approval of the Veterans Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation or any other governmental or quasi governmental agency which has an interest in the Property may impose any additional covenants and restrictions on any part of the land shown on the plat of the Subdivision.

**Section 6. Remedy For Violation.** If any person, firm or corporation, or other entity shall violate or attempt to violate any of the provisions of this Declaration, the Declarant or the Association may (a) prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such provision or (b) maintain a proceeding in equity against those so violating or attempting to violate any such provisions for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Declarant, its successors or assigns, or the Association to enforce any covenant or restriction or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. Unit Owners found in violations of these restrictions shall be obliged to pay attorney's fee to the successful plaintiff in all actions seeking to prevent, correct or enjoin such violations or in damage suits thereon.

**Section 7. Severability.** All provisions contained in this Declaration shall be deemed several and independent. The invalidity of one or more or any part of one provision shall in no way impair the validity of the remaining provisions or part thereof.

**Section 8. Right to Remedy Violations.** In the event of the violation of any of the provisions of this Declaration or the failure by an Owner to do any act required herein, then the Association shall have the right to enter upon a Unit to correct or remove such thing or condition that is contrary to intent and meaning of this Declaration, or do such act as required herein, at the expense of the Owner of such Unit, and the Association shall not be deemed guilty of any trespass or tort. In the event the Association

expense any sum in correcting such violations or performing such acts, then the Association may assess such sum against the Unit.

**Section 9. Rules and Regulations.** The Association may adopt and amend from time to time such rules and regulations as it deems in the best interest of the Gleneagles Green, provided such rules and regulations do not conflict with this Declaration.