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12/04/95 03:47:33pm
OR Bk 4982 Pg 3186
Rec 114.00

Reserved

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR GREENPOINTE**

THIS DECLARATION made this 10 day of OCTOBER, 1995, by
LANDSTAR DEVELOPMENT CORPORATION, a Florida corporation hereinafter
called "Developer").

W I T N E S S E T H :

WHEREAS, Developer is the owner of certain lands more
particularly described on Exhibit "A" attached hereto (the
"Property"); and

WHEREAS, the Developer, desires to establish and secure the
enforcement of uniform restrictive covenants upon the usage and
development of the Property; and

WHEREAS, Developer desires to provide for the preservation and
enhancement of the Property, and to this end desires to subject the
Property to the covenants, restrictions, easements, charges and
liens hereinafter set forth, all of which are for the benefit of
the Property and each Owner, as hereinafter defined, thereof; and

WHEREAS, to achieve these purposes, Developer deems it
desirable to create an agency to which shall be delegated and
assigned the powers of maintaining the Common Area as hereafter
defined as well as administering and enforcing these covenants and
restrictions and collecting and disbursing the assessments and
charges hereinafter created, along with promoting the health,
safety and welfare of all owners and residents; and

WHEREAS, Developer has incorporated under the laws of the
State of Florida the GREENPOINTE AT MEADOW WOODS HOMEOWNERS'
ASSOCIATION, INC., as a corporation not for profit, for the purpose
of exercising all of the functions stated herein.

NOW, THEREFORE, the Developer declares that the Property is
and shall be held, transferred, sold, conveyed and occupied subject
to the covenants, restrictions, easements, charges and liens

hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

ARTICLE I - DEFINITIONS

Section 1: "Association" shall mean and refer to GREENPOINTE AT MEADOW WOODS HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit corporation, its successors and assigns and shall be a homeowner association, not a condominium formed pursuant to Chapter 718 of the Florida Statutes.

Section 2: "Board" shall mean and refer to the Board of Directors of the Association, its successors and assigns.

Section 3: "Book of Resolutions" shall mean and refer to the document containing the rules and regulations and policies adopted by the Board of Directors of the Association as the same may from time to time be supplemented or amended.

Section 4: "Common Area" shall mean and refer to those areas of land, together with any improvements thereon, other than the Living Units, to be conveyed to the Association and which are intended to be devoted to the common use and enjoyment of the Owners, and which shall include Tracts A, B, D and E as shown on the Plat of the Property, a pool and cabana, and the brick wall and landscaping between the wall and the right of way for Stonebrook Place (the "Wall") which has been or will be placed within the landscape and utility easement on the rear or side of each Living Unit that abuts or will in the future abut Stonebrook Place. The Wall will be repaired and maintained, as needed, by the Association and no owner of a Living Unit shall alter the Wall or interfere with or hinder the Association in its performance of its maintenance and repair duties required hereunder.

Section 5: "Declaration" shall mean the covenants, conditions and restrictions and all other provisions hereinafter set forth in this entire document, as the same may from time to time be amended.

Section 6: "Developer" shall mean and refer to Landstar Development Corporation, its successors or assigns, if specifically so identified by an instrument in writing executed by Developer and recorded in the Public Records of Orange County, Florida and shall not include any Class A Owner who has purchased a Living Unit from the Developer.

Section 7: "General Plan of Development" shall mean the plan for development of the Property as approved by appropriate

governmental agencies, as the same may be amended with approval by the governmental agencies involved.

Section 8: "Household Pet" shall mean dog, cat, fish or other domesticated animal.

Section 9: "HUD/VA" shall mean the Department of Housing and Urban Development and the Veterans' Administration.

Section 10: "Improvements" shall mean pool and cabana, the wall and other private facilities that may be provided in the development of the Property.

Section 11: "Living Unit" shall mean and refer to each single-family residential unit comprised of improvements and land as the same shall be more particularly described in each deed from the Developer to each Owner.

Section 12: "Lot" shall mean any parcel of land shown upon any recorded subdivision map or plat of the Property upon which in the future will be located a single family residence.

Section 13: "Maintenance" shall mean, but not be limited to, cleanup, landscaping and grounds care, repair and structural upkeep of the Common Area.

Section 14: "MSTU" shall mean a Municipal Service Taxing Unit established in conjunction with Orange County, Florida.

Section 15: "Owner" shall mean and refer to the record owner, its successors and assigns, whether one or more persons or entities, as shown by the records of the Association or the Public Records of Orange County, of the fee simple title to any Living Unit. Owner shall not mean or refer to the holder of a mortgage or security deed, its successors and assigns, unless and until such holder has acquired title pursuant to a foreclosure or a proceeding or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner.

Section 16: "Orange County" shall mean and refer to Orange County, Florida.

Section 17: "Property" shall mean and refer to all real property which becomes subject to the Declaration.

Section 18: "Sun Bank" and "Sun Bank Mortgage" shall mean and refer to Sun Bank, N.A. and to the mortgages between Landstar Development Corporation and Sun Bank, N.A. recorded in Official Records Book 4888, at Page 3302 and Official Records Book 4888, at Page 3329, of the Public Records of Orange County, Florida.

Section 19: "Surface Water or Stormwater Management System" shall mean and refer to a system which is designed and constructed to control the discharge of water caused by rainfall, and which shall incorporate methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution which would otherwise affect the quantity and quality of discharges of water from the system.

Section 20: "Rental" shall mean rental of Living Units under the terms and conditions contained in Orange County resolutions and ordinances regulating the rental of real property in Orange County, Florida and the rules and regulations of any other governmental agency regulating the rental of real property.

ARTICLE II - PROPERTY SUBJECT TO THIS DECLARATION

Section 1: Property.

The Property subject to this Declaration constitutes a portion of the Meadow Woods Subdivision located in Orange County, Florida and is commonly known as GreenPointe. The Developer intends to develop GreenPointe in accordance with the Development Order, as amended, for the Meadow Woods Subdivision ("Development Order"). Additional real property shown or encompassed by the Development Order may, but is not required to, be added to the Property subject to this Declaration by an amendment hereto and shall include the description of such additional real property, and shall subject the additional lands to the provisions of this Declaration. Additions shall occur within thirty (30) years from the date that this Declaration is recorded. Such additions may be annexed by the Developer provided the annexation is in accord with the Development Order and this Declaration, as the same shall have been modified and approved from time to time by applicable governmental authorities. The amendment shall be executed by the Developer without requiring the joinder and consent of any Owner. The Amendment, when recorded in the Public Records of Orange County, shall bring the additional property under the provisions of this Declaration.

ARTICLE III - MEMBERSHIP AND VOTING RIGHTS

Section 1: Members.

Every Owner, including the Developer, of a Living Unit which is subject by covenant of record to assessment by the Association shall be a mandatory member of the Association and by acceptance of a deed or other instrument evidencing an ownership interest, each Owner accepts membership in the Association and agrees to abide by and be bound by the provisions of this Declaration and other rules

and regulations of the Association. Membership shall be appurtenant to, and may not be separated from, the ownership of any Living Unit. Transfer of Living Unit ownership either voluntarily or by operation of law shall terminate membership in the Association and said membership shall be vested in the transferee.

Section 2: Membership Classification and Voting Rights.

The Association shall have two (2) classes of voting membership:

Class A - Class A member(s) shall be all Owners of Living Units with the exception of Developer (provided that Class B membership continues to exist), and each Class A member shall be entitled to one (1) vote for each Living Unit owned. There shall be no cumulative voting. At such time as Developer's Class B membership is converted to Class A membership in accordance with the provisions hereinafter contained, Developer shall likewise be a Class A member and entitled to one (1) vote for each Living Unit owned.

Class B - Class B member(s) shall be the Developer who shall be entitled to three (3) votes for each Living Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever shall occur first:

(a) when the total votes outstanding in Class A membership equal the total votes outstanding in Class B membership; or

(b) on December 31, 2005.

Section 3: Multiple Owners.

If a Lot is owned by one (1) person, the right to vote shall be established by the recorded deed or other instrument establishing title to the Lot. If a Lot is owned by more than one (1) person, the person entitled to cast the vote for the Lot shall be designated in a Certificate, signed by all of the record owners of the Lot and filed with the Secretary of the Association. If a Lot is owned by a corporation, or other legal entity, the officer, employee or other representative thereof entitled to cast the vote of the corporation or other legal entity shall be designated in a Certificate for this purpose signed by the President, Vice President, or other authorized signatory and filed with the Secretary of the Association. The person designated in such Certificate who is entitled to cast the vote for a Lot shall be known as the "voting member". If such a Certificate is not on file with the Secretary of the Association for a Lot owned by more than one (1) person, by a corporation or other legal entity, the vote of the Lot concerned shall not be considered in determining the

requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the Lot, unless the Lot is owned by a husband and wife. Such Certificates shall be valid until revoked, superseded by a subsequent Certificate, or a change in the ownership of the Lot takes place.

If a Lot is owned jointly by a husband and wife, the following three (3) provisions are applicable thereto:

A. They may, but they shall not be required to, designate a voting member.

B. If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

C. Where they do not designate a voting member and only one (1) is present at a meeting, the person present may cast the Lot vote just as though he or she owned the Lot individually and without establishing the concurrence of the absent person.

No cumulative voting is permitted.

Unless otherwise specifically defined herein, any reference in this Declaration to the vote or consent of members shall mean the required number or percentage of votes of Living Units.

ARTICLE IV - COMMON AREA

Section 1: Obligations of the Association.

The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive maintenance of the Common Area and shall keep the same in good, clean, attractive order and repair.

Section 2: Surface Water or Stormwater Management System.

The Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other capabilities as permitted by the South Florida Water Management District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the South Florida Water Management District.

Section 3: Conservation Area.

Each Conservation Area shall be the perpetual responsibility of the Association. No Conservation Area may be altered from its natural state. Activities prohibited within each Conservation Area include, but are not limited to, (a) constructing or placing of buildings on or above the ground, (b) dumping or placing soil or other substances such as trash, (c) removal or destruction of trees, shrubs or other vegetation, with the exception of exotic/nuisance vegetation removal; (d) excavation, dredging or removal of soil material; (e) diking or fencing; (f) any other activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife habitat conservation or preservation.

Section 4: Owners' Easements of Enjoyment.

A. Every owner shall have a right and easement of enjoyment in and to the Common Area which is appurtenant to the title to a Living Unit.

B. With respect to all other property comprising the Common Area, the Owners' easements of enjoyment shall be subject to the rights of the Association as follows:

1. To establish reasonable rules and regulations for usage of Common Area facilities;

2. To suspend the voting rights and the right of an Owner to use Common Area facilities for any period during which any assessment levied against his Living Unit remains unpaid for more than thirty (30) days after notice, and for a period not to exceed sixty (60) days for any infraction of the Book of Resolutions, it being understood that any suspension for either non-payment of any assessment or infraction of any rules or regulations of the Association shall not constitute a waiver or discharge of the Owner's obligation to pay the assessment.

Section 5: Mortgage or Transfer of Common Area.

The Common Area cannot be mortgaged or conveyed without the consent of at least two-thirds (2/3) of the Owners (excluding the Developer).

ARTICLE V - COVENANT FOR MAINTENANCE ASSESSMENTS

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

A. Each Owner of any Living Unit, by acceptance of a deed therefor, whether or not it shall be so expressed in such

deed, is deemed to covenant and agree to pay the Association the annual general assessments or charges. Each such assessment, together with interest or delinquency fees thereon and costs and reasonable attorneys' fees incurred by the Association in connection with the collection thereof as provided herein, shall be a charge and a continuing lien upon the Living Unit against which each such assessment is made. The lien shall be evidenced by an instrument executed by the Association and shall be perfected upon recordation among the Public Records of Orange County, Florida, and shall be enforced in the manner provided by law for the enforcement of mechanics' and materialmen's liens. Each such assessment, together with interest thereon, costs, and reasonable attorneys' fees as described above, shall also be the personal obligation of the person or entity who was the owner of the Living Unit at the time the assessment became due and payable. In the case of co-ownership of a Living Unit, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment.

B. The Developer shall be obligated to pay assessments only with respect to Living Units upon which it has completed construction as evidenced by the issuance of a Certificate of Occupancy by the Orange County, Florida, Building and Zoning Department and Developer retains title thereto for a period of six (6) months after the issuance of said Certificate of Occupancy. In that event, Developer shall be entitled, if it so elects, to provide services and/or materials and receive credit for the value of same toward any assessments due from said Living Unit rather than making such contributions as might be due from it in cash.

Section 2: Annual General Assessment.

A. Purpose of Assessment. The annual general assessment levied by the Association shall be used for the maintenance, repair and replacement of the Common Area.

B. Basis for Assessment. Each Living Unit which is certified for occupancy and which has been conveyed to an Owner shall be assessed at a uniform rate.

C. Determination of Common Expenses and Fixing of Assessments Therefor: The Board shall from time to time, and at least annually, prepare and adopt a budget for the Association, determine the amount of assessments for Association expenses payable by the Lot Owners to meet the expenses of the Association, and allocate and assess such expenses among the Lot Owners in accordance with the provisions of this Declaration and the Bylaws. The Association shall notify all Owners, in writing, of the amount and due dates of assessments for Association expenses payable by each of them.

D. Increase in Maximum Annual Assessment. From and after January 1 of the year immediately following the conveyance of

the first Lot to an Owner other than the Developer, the maximum annual general assessment may be increased each year by not more than fifteen percent (15%) above the sum of: (a) the maximum annual general assessment for the previous year, adjusted to reflect price increases based on the U.S. Government's current Consumer Price Index, plus (b) increases mandated by governmental agencies and/or increased costs incurred to obtain Services for the Property. The maximum general assessment may increase by more than the previously stated amount with a vote of more than fifty percent (50%) of the total votes of the members who are present in person or by proxy at a meeting considering such an increase.

E. Method of Assessment. The Board of Directors shall set the date such assessments shall become due. The Board may provide for collection of assessments annually or in monthly, quarterly or semi-annual installments; provided, however, that upon default in the payment of any one (1) or more installments by any Owner, the entire balance of said annual assessment may be accelerated, as to the said Owner and Living Unit, at the option of the Board, with the same being declared immediately due and payable in full.

Section 3: Date of Commencement of Annual Assessments.

The annual assessment provided for herein shall commence with respect to assessable Living Units on the date of the conveyance of the first Living Unit from the Developer to an Owner. The initial periodic assessment on any assessable Living Unit shall be collected at the time of closing on the conveyance to said Owner and shall be adjusted according to the number of days remaining in the calendar year of said conveyance.

Section 4: Effect of Nonpayment of Assessments; Remedies of the Association.

Any assessment not paid within ten (10) days after the due date shall be delinquent. The Association may bring an action at law against the Owner personally obligated to pay the assessment or foreclose the lien against the Living Unit as described in Section 1 of this Article. No Owner may waive or otherwise avoid liability for the assessments provided for herein by abandonment of the Living Unit. In addition, should the Association find it necessary to employ an attorney or institute legal action against any Owner in order to collect unpaid assessments, the Owner shall be obligated for the payment of all of the Association's costs in connection with said action, including, but not limited to, court costs and reasonable attorneys' fees, including fees and costs at trial and appellate levels.

Section 5: Subordination of the Lien to Mortgages.

A. The lien of the assessments provided for herein shall be subordinate to the lien of the Sun Bank Mortgage or any institutional first mortgage representing a first lien on any Living Unit.

B. Sale or transfer of any Living Unit shall not affect the assessment lien; however, the sale or transfer of any Living Unit pursuant to foreclosure, or deed in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer of any type shall relieve any Owner of such Living Unit from liability for any assessments thereafter becoming due or from the lien on said Living Unit.

C. It is the express intent of this Section, notwithstanding any other provisions hereof, to subordinate the assessment lien referred to above only to first mortgages executed in favor of institutional mortgagees which shall include banks, savings and loan associations, insurance companies and mortgage bankers. In no event shall any second mortgage or other junior mortgage take priority over the assessment lien.

ARTICLE VI - USE OF PROPERTY

Section 1: Protective Covenants.

A. Residential Use. All property designated as a Living Unit shall be used, improved and devoted exclusively to residential use. No building shall be erected or permitted to remain on the Property other than one detached single-family dwelling not to exceed two stories in height. Said dwelling shall have an enclosed garage attached thereto to accommodate at least one car. No business, profession or trade of any type, other than the rental of a Living Unit, shall be conducted on any portion of the Property, but this prohibition shall not be applicable to Developer with respect to its development of the Property, construction and sale of Living Units, and the use of Living Units as model units.

B. Common Area and Improvements. The Common Area shall be maintained by the Association for the benefit of the Owners of Living Units in the Subdivision and on the terms and conditions set forth herein. Developer has agreed with the local governmental authorities that no part of the Common Area shall be or can be dedicated or conveyed to the governmental authorities with the intent that, thereafter, the same should be maintained by and at the expense of the said governmental authorities, the maintenance of same being the obligation of the Association as more particularly set forth herein unless the Association and Orange

County agree to the maintenance obligations for the Common Area being assumed by an MSTU.

Section 2: Indemnification.

A. The Developer shall indemnify Orange County against and hold Orange County harmless from all losses, damages, costs, claims, suits, liabilities, expenses and attorneys' fees (including those for legal services rendered at trial and appellate court levels), resulting from or relating to the maintenance of the Common Area. Once the responsibility for maintaining the Common Area has shifted to the Association, then the Association shall indemnify and hold Orange County harmless from all losses, damages, costs, claims, suits, liabilities, expenses and attorneys' fees (including those for legal services rendered at trial and appellate court levels), resulting from or relating to the use, construction, or maintenance of the Common Area.

B. Orange County shall be a third party beneficiary of the maintenance and indemnification obligations required hereunder and shall have the legal right to enforce said maintenance and indemnification obligations in a court of competent jurisdiction. Neither the Developer nor the Association may amend this Declaration to remove any of the foregoing language pertaining to the maintenance and indemnification obligations provided for herein without the written joinder and consent of Orange County attached to such amendment.

Section 3: Rentals.

A. All lessees of a Living Unit shall comply with all requirements of the Declaration, Articles of Incorporation and Bylaws of the Association. Notwithstanding the rental of his/her Living Unit, the liability of the Owner under the Declaration shall continue.

Section 4: Maintenance of Living Units.

A. Each Living Unit, and all improvements therein or thereon, shall be maintained by each respective Owner in good order and repair and free of debris. In the event an Owner of any Living Unit shall fail to maintain the said Living Unit, as provided herein, the Association, after notice to the Owner, shall have the right to enter upon said Lot to correct, repair, maintain and restore the Living Unit. All costs related to such correction, repair or restoration shall be the personal obligation of the Living Unit Owner and shall become a lien against the subject Living Unit with the same force and effect of a lien created by the said Owner's failure to pay assessments when due.

B. The Association shall have a right and easement in and to the land comprising each Living Unit in order to maintain

same in accordance with this Section, and said right and easement shall be a covenant running with the land as to each Living Unit.

Section 5: Association Approval.

No construction, including but not limited to, building, driveways, gutters, paving, swimming pools, pool enclosures, sun decks or other structures shall be erected, placed, altered or commenced on any Lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Board as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

Section 6: Building Location.

A. No building shall be located on any Lot nearer to the front, rear or side Lot lines than the minimum building setback lines established by applicable building codes, statutes or other rules and regulations established by Orange County, Florida, or any other governmental entity.

B. All dwelling units (exclusive of breezeways, garages, open patios and porches), shall contain a minimum air-conditioned floor area per unit of 1050 square feet.

Section 7: Association Review Of Fences and Changes to Living Units.

A. No building, fence, wall or other structures, or landscaping alterations shall be commenced, erected or maintained upon any Living Unit nor shall any exterior change or alteration be made or undertaken until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same have been submitted to the Board for approval. The Board shall have absolute discretion in its approval or disapproval of any request submitted to it.

B. In the event said Board fails to approve or disapprove such plans within sixty (60) days after said plans and specifications have been submitted to it, approval will be deemed to have been given.

C. All requests for approval of such plans and specifications shall be mailed or delivered to:

GREENPOINTE AT MEADOW WOODS HOMEOWNERS' ASSOCIATION, INC.
120 Fairway Woods Boulevard
Orlando, Florida 32824

or such other address as shall from time to time be designated by the Association.

D. The provisions of this Section shall not apply to the Developer or Sun Bank, N.A., or any designee thereof, by virtue of the foreclosure or deed in lieu of foreclosure of the Sun Bank Mortgage.

ARTICLE VII - GENERAL PROVISIONS

Section 1: Duration.

A. The covenants, conditions and restrictions of this Declaration shall run with and bind the Property for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years each. The number of ten (10) year renewal periods hereunder shall be unlimited, provided, however, that there shall be no renewal of this Declaration if during the last year of the initial thirty (30) year period, or during the last year of any subsequent ten (10) year renewal period, seventy-five percent (75%) of voting members vote to terminate this Declaration at the end of its then current term.

B. This Declaration may be terminated prior to the expiration of the initial thirty (30) year term, or prior to the expiration of any ten (10) year extension period, only by the affirmative vote of seventy-five percent (75%) of the members entitled to vote by person or by proxy.

Section 2: Modifications.

Developer reserves the right to alter, amend, modify, change, revoke, or rescind or cancel any or all of the restrictive covenants contained in the Declaration, or hereinafter included in any subsequent Declaration. Any such subsequent or modified Declaration shall conform to the General Plan of Development as approved by the Orange County Planning Commission and the Board of County Commissioners of Orange County, Florida, which relate to the portions of the Subdivision covered by this Declaration and shall conform to all HUD/VA requirements.

Section 3: Amendment.

A. Subject to the provisions of Paragraphs B, C and D of this Section and the provisions of Article VI - Section 2B, this Declaration may be amended by an instrument first approved and signed by a majority of the Board of Directors and subsequently approved by two-thirds (2/3) of the total votes outstanding at said time. To be effective, all amendments must be filed in the Public Records of Orange County, Florida. Unless otherwise specifically

recited in said amendment, the effective date thereof shall be the date same is filed in the Public Records of Orange County, Florida.

B. Until the first to occur of the events specified in Article III, Section 2, this Declaration may only be amended with the written consent of Developer, unless said requirement is terminated in writing by Developer prior thereto.

C. Until such time as the deeds to fifty-one percent (51%) of the Living Units are recorded among the Public Records of Orange County, Florida, Developer shall have the absolute and unconditional right to amend or modify this Declaration by recordation of an instrument containing such amendment or modification without the joinder of any Owner or the holder of any mortgage of any Living Unit, provided that no such amendment or modification by Developer shall materially affect any Living Unit or the rights of any Owner or mortgagee.

D. For so long as the Property is encumbered by the Sun Bank Mortgage, this Declaration shall not be amended without the written joinder and consent of Sun Bank, N.A. attached to such amendment.

E. In addition to the foregoing, any amendment which shall have the effect of altering the permitted Surface Water or Stormwater Management System, beyond the maintenance of the system in its original condition, must have the prior approval of the South Florida Water Management District.

Section 4: Enforcement.

The Association, Orange County, the Developer, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, as the same may be amended and may recover sums due for damages, seek injunctive relief or any combination thereof, including costs and attorneys' fees for trial and appellate review. The Association shall have the right to suspend voting rights of any Owner violating these covenants and restrictions for a period not to exceed sixty (60) days after cessation of continued violation. Failure of the Association, Orange County or the Developer to enforce any covenants, restrictions or provisions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

In addition to the foregoing rights of enforcement, the South Florida Water Management District shall have the right to enforce, by a proceeding in law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

Section 5: Severability Clause.

Should any covenant, condition or restriction herein contained, or any Article, Section, subsection, sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal, or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgement shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 6: Notice.

Any notice required to be sent to any person pursuant to any provision of these covenant, conditions or restrictions, will be effective if such notice has been deposited in the United States mail, postage prepaid, addressed to the person for whom it is intended at his last known place of residence, or such other address as may be furnished to the Secretary of the Association. The effective date of the notice shall be the date of mailing.

Section 7: Municipal Service Taxing Units.

In order to perform the services contemplated by this Declaration the Developer and/or the Association, in conjunction with Orange County, Florida, may seek the formation of special purpose municipal service taxing units ("MSTUs"). The MSTUs will have responsibilities defined in their enabling resolution which may include, but are not limited to, maintaining roadway informational signs, traffic control signs, benches, trash receptacles and other street furniture, keeping all public roadways and roadside pedestrian easements clean of windblown trash and debris, mowing, maintenance of drainage canals, ponds and structures, maintenance of designated landscape areas, parks and the Common Area, payment of energy charges for street and pedestrian lights, and other services benefiting the Property. In the event such MSTUs are formed, the Living Units will be subject to assessment for the cost of services performed within the MSTU and personnel working for or under contract with Orange County shall have the right to enter upon lands within the Property to effect the services contemplated. Each Owner by acquiring a Living Unit within the Property agrees to pay every MSTU assessment imposed upon the Owner's Living Unit in a timely manner, failing which such assessments and special charges shall be a lien upon such Living Units. The Association retains the right to contract with Orange County to provide the services funded by the MSTUs.

Section 8: Special Exceptions and Variations.

Unless the written consent of the Association is first obtained, no Owner shall file a request for zoning variation,

special exceptions or zoning changes affecting or relating to the Property.

Section 9: Singular, Plural and Gender.

Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

Section 10: Captions.

The captions, if any, for each Article or Section of this Declaration are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Declaration or the intent of any provision hereof.

Section 11: Effective Date.

This Declaration shall become effective upon recordation in the Public Records of Orange County, Florida.

Section 12: Construction.

The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Property.

Section 13: HUD - VA Approval.

Notwithstanding any other provision in this Declaration to the contrary, for so long as there is a Class "B" membership, the following actions will require the prior approval of the HUD or the VA:

- i. annexation of additional properties.
- ii. dedication or mortgaging of the Common Area.
- iii. amendment to this Declaration other than to correct ambiguities or conflicts. Approval of the HUD or VA should only be required if any mortgage encumbering a Living Unit is guaranteed or insured by either of such agencies.

Section 14. Fines.

In addition to all other remedies and to the maximum extent lawful, in the sole discretion of the Board, a fine or fines may be imposed upon an Owner for failure of an Owner to comply with this Declaration or with any rule or regulation, provided the following procedures are adhered to:

A. Notice: The Board shall notify the Owner of the infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Board at which the owner may present reasons why fines should not be imposed. At least six (6) days notice of such meeting shall be given.

B. Hearing: The noncompliance shall be presented to the Board after which the Board shall hear reasons why a fine should not be imposed. A written decision of the Board shall be submitted to the Owner not later than twenty-one (21) days after the Board meeting. If the impartiality of the Board is questioned by the Owner, the Board shall appoint three (3) impartial Members to a special hearing panel which shall perform the functions described in this paragraph.

C. Amounts of Fines: The Board (if its or such panel's findings are made against the Owner) may impose special Assessments against the Lot owned by the Owner:

1. First noncompliance or violation: a fine not in excess of One Hundred Dollars (\$100.00).

2. Second noncompliance or violation: a fine not in excess of Five Hundred Dollars (\$500.00).

3. Third and subsequent noncompliance, or violation or violations which are of a continuing nature: a fine not in excess of One thousand Dollars (\$1,000.00).

D. Payment of Fines: Fines shall be paid not later than five (5) days after notice of the imposition or Assessment of the penalties.

E. Collection of Fines: Fines shall be treated as an Assessment subject to the provisions for the collection of Assessments as set forth herein.

Section 15. Liens.

All liens against a Living Unit, other than for permitted mortgages, taxes or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and special assessments upon a Living Unit shall be paid before becoming delinquent.

A. Notice of Lien: A Living Unit Owner shall give notice to the Association of every lien upon his Living Unit, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

B. Notice of Suit: Living Unit Owners shall give notice to the Association of every suit or other proceeding which

will or may affect title to his Living Unit or any part of the Property; such notice to be given within five (5) days after the Living Unit Owner receives notice thereof.

C. Failure to Comply: Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

ARTICLE VIII - SPECIFIC PROVISIONS

Section 1: Temporary Buildings.

No tents, carports, shacks, or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot; provided, however, the foregoing shall not restrict or prevent the construction and maintenance of temporary sales models and such other temporary facilities as are essential to the development, construction and sale of the housing facilities created, and provided that such are in compliance with appropriate governmental requirements applicable thereto.

Section 2: Windows and Glass Doors.

No Owner shall be permitted to place tin foil or other covering (except for draperies, blinds, or other window treatment as same are conventionally defined by decorators) upon any windows or sliding glass doors in his Living Unit, nor shall said Owner be permitted to tint any windows or sliding glass doors in his Living Unit without first receiving the written approval of the Board.

Section 3: Oil and Mining Operations.

No oil drilling, development operations, refining, quarrying or mining operations of any kind shall be permitted on the Property, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on the Property.

Section 4: Livestock and Poultry.

No animals, livestock or any other animal not commonly considered Household Pets shall be raised, bred or kept in or on any Living Unit. No more than three (3) Household Pets shall be kept in or on any Living Unit at any one time, except that more than three (3) fish will be permitted. Under no circumstances shall any commercial or business enterprises involving the use, care or treatment of animals be conducted in, on or around the Living Unit. All permitted Household Pets shall be kept on a leash when not on or in the Living Unit and no Household Pets shall be allowed to roam unattended.

Section 5: Trash and Garbage.

No lumber, metals, bulk materials, refuse or trash shall be kept, stored, or allowed to accumulate on the lot except building materials during the course of construction of any approved structure. If trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, containers may be placed in the open on any day that pickup is to be made at such place as will be accessible to persons making such pickup. At all other times, such containers shall be stored so that they cannot be seen from the street or from surrounding property and shall be kept in a clean and sanitary condition.

Section 6: Nuisances.

No noxious or offensive activity shall be carried on, in or upon any Living Unit, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No flammable, combustible or explosive fluid or chemical substance shall be kept in or upon any Living Unit except such as are required for normal household use and same shall be kept within the Living Unit. No Owner shall permit or suffer anything to be done or kept in or upon his Living Unit which will increase the rates of insurance as to other Owners, the Living Units and the Common Area.

Section 7: Commercial Trucks, Trailers and Boats.

In order to maintain the high standards of the subdivision with respect to residential appearance, no trucks or commercial vehicles, boats, house trailers, unlicensed or inoperable vehicles, boat trailers or trailers of every other description, including campers or any vehicle registered RV, shall be permitted to be parked or stored at any place on the Property except during the period of construction by the Developer, nor shall any motor vehicles be parked on any portion of the Property for the purpose of repairing or maintaining the same. The prohibitions in this Section shall not apply to the temporary parking of trucks and commercial vehicles for pick-up, delivery and other commercial services, or to pick-up trucks for personal use of any Owner to a maximum of three-quarter (3/4) ton capacity.

Section 8: Antenna.

No satellite dish, television or radio antennae or tower or similar device shall be constructed on any portion of any Living Unit.

Section 9: Real Estate Offices.

No Living Unit shall be used for a real estate office, except that Developer, Sun Bank, N.A. or any successor in interest to Sun Bank, N.A. by virtue of foreclosure of the Sun Bank Mortgage or by

virtue of a deed in lieu of foreclosure, shall be able to build and maintain sales models and offices.

Section 10: Painting.

No Living Unit or portion thereof, whether now or hereafter constructed, shall be painted except in the same color as selected by the Developer, unless a different color is approved by the Board.

Section 11: Signs.

In order to insure a harmonious effect as to the overall appearance of the Property, no signs of any type shall be displayed in any Living Unit where same is visible to the outside thereof, or on any portion of the Property. This shall include, but not be limited to advertisements and solicitations. "For Sale" or "For Rent" signs will be permitted only if they do not exceed two feet (2') by two feet (2') and are displayed in the windows or on the doorway of a Living Unit. No free standing signs are allowed. Notwithstanding anything to the contrary contained herein, this prohibition shall not apply to the Developer, its successors or assigns, so long as the Developer retains title to any Living Unit.

Section 12: Change of Elevation.

No sod or topsoil shall be removed from any portion of a Living Unit without permission from the Developer or the Board. No change in elevation of any Lot shall be made without protecting adjoining lots from surface water drainage caused by the change.

Section 13: Outdoor Clothes Drying.

Outdoor clothes drying activities are hereby prohibited and no such activities shall be conducted on any portion of any Living Unit.

Section 14: Enforcement.

In addition to the Developer, the Association and Orange County are hereby granted an easement over the Living Unit of each Owner for the purpose of enforcing the provisions of this Article, and may go upon the Lot of any Owner to remove or repair any violation of these provisions. In the event that the Developer, the Association or Orange County, after notice to the Owner of any violation and the Owner's failure to cure the same, does in fact exercise its right to cure said violation, all costs incident to said action by the Developer, the Association or Orange County shall become the personal obligation of the Owner and shall be imposed as a lien against his Living Unit in the same manner as if said sums represented monies due for unpaid assessments.

Section 15: Drainage and Utility Easements.

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible and the easement areas designated as landscape and utility easements at the rear of those Living Units that abut Rhode Island Woods Circle and are designated as Common Area herein.

Section 16: Access Easements.

Developer hereby grants to the Association, its successors and assigns, a perpetual exclusive access easement to the landscape and utility easement at the rear of each Living Unit that abuts Rhode Island Woods Circle and Stonebrook Place to install, replace, maintain and repair the Common Area.

Section 17: Fences, Walls, and Hedges.

Any fence, wall or hedge erected or maintained on any Living Unit shall not be at a height greater than six feet (6'). All fences, walls or hedges on any Living Unit must be approved in writing by the Association prior to construction or planting.

Section 18: Casualty.

In the event any dwelling shall be partially destroyed by fire, an act of God or other casualty to the extent that repairs can be made to the dwelling thereby restoring it to substantially the same condition prior to such loss, the Owner shall, with diligence, after any such loss take the necessary measures to restore the dwelling unit.

In the event any dwelling unit shall be destroyed beyond repair by fire, act of God or other casualty, the Owner shall, with due diligence, either restore the dwelling unit to substantially the same condition prior to such loss or clear the lot of all rubble and debris and, thereafter, until such time as a dwelling unit is erected thereon, provide for the monthly maintenance of said lot to ensure proper landscaping, maintenance and upkeep. Restoration or reconstruction must begin within six (6) months of the partial or complete destruction.

Section 19: Parking.

All vehicles of any Owner must be parked in the driveway and garage of the Owner's Lot. Owner's vehicles shall not be parked on the lawns of any Lot nor shall any Owner's vehicles be parked on the streets of the Property.

Section 20: Maintenance of Landscaped Areas.

All landscaped areas, including without limitation, lawns (to the paved public roadway), shall be maintained in live, healthy and growing condition, properly watered and trimmed. Any planting of grass, shrubs or trees which become dead or badly damaged shall be replaced with similar, sound, healthy plant materials.

Section 21: Limited Access Rights.

The Living Units that abut Rhode Island Woods Circle shall be constructed in such a manner that they will not face Rhode Island Woods Circle and so that no Owner shall have access to his Living Unit from Rhode Island Woods Circle.

Section 22: Air Conditioners.

No window air conditioning units shall be permitted.

Section 23: Lighting.

No exterior lighting fixtures shall be installed on any Living Unit without adequate and proper shielding of fixtures. No lighting fixture shall be installed that may be or become an annoyance or a nuisance to the residents of surrounding Living Units.

Section 24: Skate Board Ramp.

No skate board ramp shall be allowed on any Living Unit.

Section 25: Basketball Hoops.

All basketball hoops shall be erected at the rear of the Living Unit.

Section 26: Tracts "A" and "B".

Tracts "A" and "B" are reserved as conservation areas and wetlands buffer area and are to be owned and maintained by the GreenPointe at Meadow Woods Homeowners' Association, Inc., its successors and/or assigns. Development rights to Tracts "A" and "B" are hereby dedicated to Orange County, Florida. No construction, clearing or alterations are allowed within Tracts "A"

and "B" unless approved by Orange County and other jurisdictional agencies.

Section 27: Tract "C".

Tract "C" is reserved as drainage/ retention area and is to be owned and maintained by Orange County.

Section 28: Tracts "D" and "F".

Tracts "D" and "F" are reserved as landscape, drainage, utility and open space areas and are to be maintained by the GreenPointe at Meadow Woods Homeowners' Association, its successors and/or assigns.

Section 29: Tract "E".

Tract "E" is reserved for use as a Recreation Area and is to be owned and maintained by the GreenPointe at Meadow Woods Homeowners' Association, its successors and/or assigns.

IN WITNESS WHEREOF, the undersigned Developer has hereunto set its hand and seal this 10th day of OCTOBER, 1995.

WITNESSES:

Candice H. Hawks

CANDICE H. HAWKS

Print or Type Name

Donna M. Koenig

DONNA M. KOENIG

Print or Type Name

STATE OF FLORIDA)
COUNTY OF ORANGE)

LANDSTAR DEVELOPMENT CORPORATION,
a Florida corporation

By: *Carl Palmisciano*

Name: CARL PALMISCIANO

Title: EXECUTIVE VICE PRESIDENT

[CORPORATE SEAL]

120 FAIRWAY WOODS BLVD
ORLANDO, FL 32824

The foregoing Declaration of Covenants and Restrictions for GreenPointe was acknowledged before me this 10th day of OCTOBER, 1995, by CARL PALMISCIANO, as EXECUTIVE VICE PRESIDENT of Landstar Development Corporation, a Florida corporation, on behalf of the corporation. He is personally known to me.

Candice H. Hawks

NOTARY PUBLIC, State of Florida
at Large
CANDICE H. HAWKS

Type or Stamp Name of Notary

[NOTARIAL SEAL]

My Commission Expires:

23

800-422-1555
Bonded by HAI
Expires Sep. 01, 1998
CANDICE H. HAWKS
00388333



JOINDER AND CONSENT

GREENPOINTE is presently encumbered by a) that certain mortgage to Sun Bank, N.A. (the "Mortgagee"), recorded in Official Records Book 4484, at Page 4909, as amended and modified by Mortgage Modification and Spreader Agreement recorded in Official Records Book 4888, at Page 3329, and b) that certain mortgage to Sun Bank, N.A., recorded in Official Records Book 4888, at Page 3302, all in the Public Records of Orange County, Florida (collectively the "Mortgage").

Mortgagee hereby certifies that it is the holder of the Mortgage and hereby joins in and consents to this Declaration of Covenants and Restrictions for GreenPointe (the "Declaration"). The Mortgagee or its successors and/or assigns in interest by virtue of foreclosure of the Mortgage or the taking of a deed in lieu thereof shall not assume any responsibility or liability under this Declaration unless specifically assumed by an instrument in writing and recorded in the Public Records of Orange County, Florida.

IN WITNESS WHEREOF, the undersigned has caused these presents to be duly executed this 8 day of August, 1995.

Signed sealed and delivered presence of:

Vicki Wiles

VICKI WILES

Print or Type Name

Carmalyn May

Carmalyn May

Print or Type Name

SUN BANK, N.A., a national banking association

By: John Darnaby

Name: John Darnaby

Title: V.P.

[CORPORATE SEAL]

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing Joinder and Consent was acknowledged before me this 8th day of AUGUST, 1995 by JOHN DARNABY, as VICE PRESIDENT of Sun Bank, N.A., a national banking association, on behalf of the association. He/~~she~~ is personally known to me.

Vicki Lee Wiles
NOTARY PUBLIC, State of Florida
at Large

Print or Stamp Name of Notary

My Commission Expires:

[NOTARIAL SEAL]

\\hoa-docs\greenpointe.dcr



VICKI LEE WILES
My Commission CC370310
Expires May. 05, 1998
Bonded by ANB
800-852-5878

Record Verified - Martha D. Haynie

EXHIBIT "A"
GREENPOINTE AT MEADOW WOODS

Legal Description

A portion of Sections 25, 26, 35 and 36, Township 24 South, Range 29 East, Orange County, Florida, being more particularly described as follows:

BEGIN at the northwest corner of "ISLAND COVE VILLAS - PHASE 1", according to the plat thereof, as recorded in Plat Book 30, Pages 66 & 67 of the Public Records of Orange County, Florida; thence run N 89°54'19" W, a distance of 938.38 feet; thence run N 00°05'41" E, 120.00 feet; thence run N 89°54'19" W, a distance of 87.27 feet to the point of curvature of a curve, concave northeasterly, having a radius of 2167.26 feet and a central angle of 22°43'38"; thence run northwesterly, along the arc of said curve, a distance of 859.68 feet to the point of tangency thereof; thence run N 67°10'41" W, a distance of 1112.06 feet to a point on the easterly right-of-way line of the CSX Transportation Railroad; thence run northerly along said easterly railroad right-of-way line, the following two (2) courses and distances; thence run N 38°46'02" E, a distance of 995.92 feet to the point of curvature of a curve, concave northwesterly, having a radius of 2918.74 feet and a central angle of 09°42'10"; thence run northeasterly, along the arc of said curve, a distance of 494.27 feet to a point on a non-tangent curve, concave northeasterly, having a radius of 5630.95 feet and a central angle of 08°01'34"; thence on a chord bearing of S 77°25'04" E, run 788.79 feet along the arc of said curve to a point; thence run S 22°28'37" W, a distance of 218.84 feet; thence run S 25°04'28" E, a distance of 59.10 feet; thence run S 38°23'47" E, a distance of 232.89 feet to the point of curvature of a curve, concave southwesterly, having a radius of 890.00 feet and a central angle of 19°22'42"; thence run southeasterly, along the arc of said curve, a distance of 301.01 feet to the point of tangency thereof; thence run S 19°01'05" E, a distance of 109.79 feet to the point of curvature of a curve, concave southwesterly, having a radius of 730.00 feet and a central angle of 19°01'05"; thence run southeasterly, along the arc of said curve, a distance of 242.31 feet to the point of tangency thereof; thence run S 00°00'00" E, a distance of 136.00 feet; thence run S 89°54'19" E, a distance of 66.20 feet; thence run S 00°05'41" W, a distance of 436.98 feet; thence run S 89°54'19" E, a distance of 1580.71 feet to the point of curvature of a curve, concave northwesterly, having a radius of 50.00 feet and a central angle of 97°59'40"; thence run northeasterly, along the arc of said curve, a distance of 85.52 feet to a point on the westerly right-of-way line of Landstar Boulevard, as shown on the plat of "LANDSTAR BOULEVARD RIGHT OF WAY EXTENSION IV", according to the plat thereof, as recorded in Plat Book 26, Pages 88, 89 and 90, Public Records of Orange County, Florida; thence run the following two (2) courses and distance along said westerly right-of-way line; thence run S 07°53'59" E, a distance of 151.06 feet to the point of curvature of a curve, concave southwesterly, having a radius of 1140.00 feet and a central angle of 03°43'22"; thence run southeasterly, along the arc of said curve, a distance of 74.07 feet to a point on a non-tangent curve, concave southwesterly, having a radius of 50.00 feet and a central angle of 85°43'42"; thence on a chord bearing of N 47°02'29" W, run 74.81 feet along the arc of said curve to the point of tangency thereof; thence run N 89°54'19" W, a distance of 760.91 feet to the POINT OF BEGINNING.

Containing 56.29 acres, more or less.