

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of SAND LAKE POINT HOMEOWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on April 15, 1988, as shown by the records of this office.

The document number of this corporation is N25936.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
18th day of April, 1988.



Jim Smith

Jim Smith
Secretary of State

ARTICLES OF INCORPORATION
OF
SAND LAKE POINT HOMEOWNERS ASSOCIATION, INC.

FILED
1988 APR 15 PM 2:38
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, all of whom are residents of Florida and all of whom are of age, have this day voluntarily associated themselves together for the purpose of forming a corporation not-for-profit and do hereby certify:

ARTICLE I

NAME OF THE CORPORATION

The name of the corporation is SAND LAKE POINT HOMEOWNERS ASSOCIATION, INC., hereafter called the "Association." All definitions set forth in the Declaration of Covenants, Conditions and Restrictions for Sand Lake Point recorded in Official Records Book 3971, Page 4218, Public Records of Orange County, Florida, as the same may be amended from time to time (hereinafter: the "Declaration"), shall apply to terms set forth in these Articles.

ARTICLE II

PRINCIPAL OFFICE

The principal office of the Association is located at 861 Douglas Avenue, Altamonte Springs, Florida 32714.

ARTICLE III

REGISTERED AGENT

A. E. BLAIR, whose address is 861 Douglas Avenue, Altamonte Springs, Florida 32714, is hereby appointed the initial registered agent of this Association.

ARTICLE IV

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance and architectural control of the and to operate Common Areas and to provide architectural control of the Lots within that certain tract of property described as follows and lying and situate within Orange County, Florida, to wit:

That part of Sections 2 and 3, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 3, Township 24 South, Range 28 East and run N 00°02'07" E along the East line of said Section 3 for a distance of 623.31 feet to the Point of Beginning; thence run S 89°38'09" W for a distance of 230.78 feet; thence run S 33°33'04" W along a radial line for a distance of 123.01 feet to a point on a curve concave Southwesterly having a radius of 600.00 feet; thence run Northwesterly along the arc of said curve through a central angle of 33°54'56" for a distance of 355.16 feet; thence run S 89°38'09" W for a distance of 680.63 feet to a point on the West line of the East 1/2 of the Southeast 1/4 of said Section 3; thence run N 00°03'44" W along said West line for a distance of 1678.87 feet; thence run N 71°20'00" E along the thread of a channel connecting the East lobe with the Western lobe of Big Sand Lake for a distance of 326.40 feet to the normal high water line of said Eastern lobe; thence run N 22°05'13" E along said normal high water line for a distance of 262.68 feet to a point on the North line of the Southeast 1/4 of said Section 3; thence run S 89°42'05" E along said North line for a distance of 909.87 feet to the Northwest corner of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 2, Township 24 South, Range 28 East; thence run S 00°02'07" W along the West line of said Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 for a distance of 659.18 feet to the Southwest corner thereof; thence run N 89°54'54" E along the South line of said Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 for a distance of 499.70 feet; thence run S 26°34'50" E for a distance of 646.93 feet to a point on a curve concave Southeasterly having a radius of 2417.09 feet and a chord bearing of S 60°56'59" W; thence run Southwesterly along the arc of said curve through a central angle of 01°16'16" for a distance of 53.63 feet to a point of reverse curvature of a curve concave Northwesterly having a radius of 899.35 feet; thence run Southwesterly along the arc of said curve through a central angle of 17°11'14" for a distance of 269.78 feet; thence run S 12°29'55" E along a radial line for a distance of 84.72 feet; thence run S 14°14'05" W for a distance of 204.42 feet; thence run S 00°50'56" E for a distance of 370.11 feet; thence run S 89°38'09" W for a distance of 465.91 feet to the Point of Beginning.

Contains 76.571 acres more or less.

and to promote the health, safety and welfare of the residents within the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this

Association by recording an Amendment to the Declaration of Covenants, Conditions and Restrictions in the public records of Orange County, Florida, and for this purpose to:

(a) exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration" applicable to the property and recorded or to be recorded in the public records of Orange County, Florida, and as the same may be amended from time to time as therein provided, the Declaration being incorporated herein as if set forth at length;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) borrow money, and with the assent of two-thirds (2/3) of each class of members to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Common Area to any public agency authority or utility, for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members, (notwithstanding the foregoing, the Developer, as defined in the Declaration of Covenants, Conditions and Restrictions, shall have the right to annex additional residential property and common area as provided in the Declaration);

(g) have the right to grant permits, licenses and easements over the common areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the property;

(h) have the reasonable right to enter upon any Lot to make emergency repairs or do other work reasonably necessary for proper maintenance of the Common Areas; and

(i) have and to exercise any and all powers, rights and privileges which a corporation organized under the non-profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Developer and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever first occurs:

(a) when 75% of the Lots to be ultimately subject to the Declaration have been deeded to Lot purchasers; or

(b) on January 1, 1994.

ARTICLE VII

BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of not less than three (3) directors who need not be members of the association. The number of directors may be changed in accordance with the provisions of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
A. E. BLAIR	861 Douglas Avenue Altamonte Springs, FL 32714
ALLEN T. DYE	861 Douglas Avenue Altamonte Springs, FL 32714
ROBERT B. TONRY	861 Douglas Avenue Altamonte Springs, FL 32714

At the first annual meeting at which the members are entitled to elect directors, the members shall elect directors in accordance with the provisions of the By-Laws.

ARTICLE VIII

DURATION

The corporation shall exist perpetually.

ARTICLE IX

AMENDMENTS

Amendments of these Articles shall require the assent of a two-thirds (2/3) vote of each class of members. When Class B membership ceases and is converted to Class A membership, amendment of these Articles shall require the assent of the majority of the entire membership.

ARTICLE X

OFFICERS

(a) The officers of this corporation who shall serve until the first election of their successors are as follows:

President - A. E. BLAIR

Vice President - ALLEN T. DYE

Secretary-Treasurer - ROBERT B. TONRY

(b) The officers of the Association shall be a President, Vice President and a Secretary-Treasurer, and such other officers as the Board may from time to time by resolution create. Officers shall be elected for a one (1) year term in accordance with the procedures set forth in the By-Laws.

ARTICLE XI

BY-LAWS

The Board of Directors shall adopt By-Laws consistent with these Articles. Such By-Laws may be amended by the Developer on its own motion from the date hereof until control is transferred to the members. By-Laws may be amended at a regular or special meeting of the members by a vote of the majority of a quorum of members, present in person or by proxy, except that the Federal Housing Administration or Veterans Administration shall have the right to veto amendments while there is a Class B membership.

ARTICLE XIII

FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

ARTICLE XII

SUBSCRIBERS

The name and address of the subscriber to these Articles is as follows:

<u>NAME</u>	<u>ADDRESS</u>
A. E. BLAIR	861 Douglas Avenue Altamonte Springs, FL 32714

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the subscribers of this Association, have executed these Articles of Incorporation this 6th day of April, 1988.

A. E. Blair
A. E. BLAIR

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 6th day of April, 1988, by A. E. Blair.

Pamela Morris
Notary Public
State of Florida at Large
My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Feb. 19, 1992
Bonded thru Agent's Notary Brokerage

I, A. E. Blair, accept appointment as the registered agent of the Sand Lake Point Homeowners Association, Inc.

A. E. Blair
A. E. Blair

BY-LAWS
OF
SAND LAKE POINT HOMEOWNERS ASSOCIATION, INC.

These By-Laws constitute the code of rules adopted by the Sand Lake Point Homeowners Association, Inc. for the regulation and management of its affairs.

ARTICLE I
DEFINITIONS

As used in these By-Laws, the following terms shall be construed to mean:

Section 1. "Association" means and refers to the corporate entity organized by the Articles of Incorporation of this corporation and known as the Sand Lake Point Homeowners Association, Inc.

Section 2. "Declaration" means and refers to the Declaration of Covenants, Conditions and Restrictions for Sand Lake Point Unit I which was or will be recorded in the Public Records of Orange County, Florida.

Section 3. "Lot" means and refers to those plots of land to be shown upon the recorded Plat and and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Members" means and refers to any Owner of a Lot, or his representative(s), who shall be a member of the Association.

Section 5. "Owner" means and refers to the record Owners, whether one or more Persons, of a fee simple interest in any contract Lot, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 6. "Person" means and refers to any individual or legal entity.

Section 7. "Plat" means and refers to that Plat of the SAND LAKE POINT UNIT I subdivision which has been or will be recorded in the Public Records of Orange County, Florida and such additional plats of real property recorded in the Public Records of Orange County, Florida which may hereafter be brought within the jurisdiction of the Association.

ARTICLE II

CORPORATE OFFICE

Section 1. Name and Location. The name of the corporation is the Sand Lake Point Homeowners Association, Inc. The principal office of the corporation may be changed by the Board of Directors at anytime, and meetings of Members and directors may be held at such places within the State of Florida, Counties of Seminole or Orange, as may be designated by the Board of Directors.

ARTICLE III

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held on the second Tuesday in the month of _____, 1989 at the hour of 7:30 o'clock, P.M. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president, by the Board of Directors, or upon written request of one-fourth (1/4) of all the Class A Members.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by the secretary, by mailing a copy of such notice, postage prepaid, at least ten (10) days, but not more than sixty (60) days, before such meeting to each Member, to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence, physically or by proxy, at the meeting of one-third (1/3) of each class of membership shall constitute a quorum for any action, except as otherwise provided: 1) in the Articles of Incorporation or 2) in the Declaration. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies must be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

Section 1. Number. This Association will be managed by the three (3) initial Persons serving on the Board of Directors. The number of Directors may be changed by resolution adopted by the Board of Directors to increase or increase the number of Directors; provided, however, that the number of Directors shall not be decreased to less than three (3). The affairs of this Association shall be managed by a Board of Directors, who need not be Members of the Association, if they represent Class B Members.

Section 2. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation, incapacity, or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 3. Compensation. No director shall receive compensation for any service that he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. At the annual meeting, any Member may nominate a Person to serve on the Board of Directors.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the Members, or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The Persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETINGS OF DIRECTORS

Section 1. Regular Meetings. The annual meeting of the Board of Directors shall be held without notice immediately following the annual meeting of the Members at the same place as may be fixed for the annual meeting of the Members.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) directors, after not less than five (5) days written notice to each director at his address as shown upon the records of the Association.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

(a) assess a Lot Owner for improvement, maintenance and repairs upon the Lot Owner's Lot as provided in the Declaration;

(b) suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days, for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of the By-Laws, the Articles of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive meetings of the Board of Directors;

(e) Place a lien on a Lot for nonpayment of an assessment, as provided in the Declaration; and

(f) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present statements thereof to the Members at: 1) the annual meeting of the Members, or 2) any special meeting of the Members when such statement is requested in writing by one-fourth (1/4) of the Class A Members;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of any assessment against each Lot as provided in the Declaration;

(2) send written notice of each assessment to every Owner subject thereto at least ten (10) days in advance of the payment due date; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any Person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on any property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(g) cause the Lots to be maintained in the manner set forth in the Declaration.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be directors of the Association, a secretary, and a treasurer.

Section 2. Election of Officers. The election of officers shall take place at the meeting of the Board of Directors immediately following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board, and each officer shall hold office for one (1) year, unless he shall sooner resign, be removed, or otherwise disqualified to serve.

Section 4. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Vacancies. A vacancy in any office may be filled by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 6. Multiple Offices. No officer shall simultaneously hold more than one of any of the other offices. Any Person may hold any two offices simultaneously, except President and any other office.

Section 7. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all legal documents; and co-sign all checks and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association, together with their addresses; and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget, including a statement of income and expenditures to be presented to the membership at its regular annual meeting.

ARTICLE IX

COMMITTEES

In addition, the Board of Directors shall appoint such committees as it deems appropriate in carrying out its purpose and that of the corporation.

ARTICLE X

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association assessments as provided in the Declaration, which are secured by a continuing lien upon the Lots against which the assessments are made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the then highest lawful rate of interest, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. The interest, costs, and reasonable attorneys' fees of any such action shall be added to the amount of such assessment and shall be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to said Owner's successors in title, unless expressly assumed by them. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: "SAND LAKE POINT HOMEOWNERS ASSOCIATION, INC.," the words "Florida" and "Not-For-Profit Corporation," and the year of incorporation.

ARTICLE XIII

MISCELLANEOUS

Section 1. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XIV

AMENDMENTS AND ADMINISTRATIVE PROVISIONS

Section 1. Amendment of the By-Laws. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members who are present physically or by proxy.

Section 2. Conflicts. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Section 3. Construction in Accordance with Law. These By-Laws will be construed in accordance with the laws of the State of Florida.

Section 4. Headings. The headings used for each Article and Section in these By-Laws are used for administrative purposes only and do not constitute substantive matter to be considered in construing the terms of these By-Laws.

Section 5. Number and Gender. Wherever the context shall so require, all words in any gender will be deemed to include the all genders., All words in the singular will include the plural, and all words in the plural will include the singular.

Section 6. Severability. In case any one or more of the provisions contained in these By-Laws shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and these By-Laws shall be construed, as if such invalid, illegal, or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, we hereby certify, that the foregoing By-Laws of the Sand Lake Point Homeowners Association, Inc., were duly adopted by the Board of Directors of said corporation in a meeting held for such purpose on the 29~~th~~ day of APRIL, 1988.



Armand E Blair
Armand E. Blair, President

Attest: Robert B Tony
Robert B. Tonry
Secretary

Add'l Fee \$ 97.50
 Add'l Fee \$ 12.50
 Doc Fee \$
 Int Tax \$
 Total \$ 107.50

THOMAS H. LOCKER,
 Deputy Clerk

C. DAVID BLOWN, II, P. A.
 Broad and Cassel
 1051 Winderley Place, 4th Floor
 Maitland, Florida 32751

DECLARATION
 OF COVENANTS, CONDITIONS AND RESTRICTIONS
 FOR SAND LAKE POINT UNIT I

THIS DECLARATION, made on the date hereinafter set forth by GULFSTREAM HOUSING CORP., a Delaware corporation, successor by merger to BEL-AIRE HOMES, INC., a Florida corporation.

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain property in the County of Orange, State of Florida, which is more particularly described as:

SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF.

NOW, THEREFORE, Developer hereby declares that all of the Properties described above shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I 2980377 ORANGE CO. FL.
12:29:40PM 04/11/88

DEFINITIONS

:397 | PG 42 | 8

Section 1. "Association" shall mean and refer to a Florida corporation to be formed having the name "SAND LAKE POINT HOMEOWNERS ASSOCIATION, INC.," which shall be a Florida corporation not-for-profit, and also referencing its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean: 1) all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners, 2) that certain parcel of real property which has been landscaped by Developer and which lies within the county road right of way for the Sand Lake Point Unit I subdivision and 3) other locations on the

Properties, not shown on the Plat for Sand Lake Point Unit I, that may be added to Association jurisdiction and subjected to the terms, provisions, rights and obligation of this Declaration. The Common Area to be owned by the Association for the common use and enjoyment of the Lot owners at the time of the conveyance of the first lot is described on the Plat as follows: Tract "A" and Tract "B" which shall be used for landscape buffer purposes; Tract "C" which shall be used for landscape purposes, Tract "D" which shall be utilized for recreational purposes for the Properties including but not limited to a boat ramp, tennis courts, parking, and a recreation pavilion and Tract "E" which shall be used for retention pond purposes. The term "Common Area" may be redefined from time to time by and in the sole and absolute discretion of the Developer without the joinder or consent of any mortgagee, Lot owner, or other individual or legal entity upon the annexation (as provided in Article VI of this Declaration) of any Platted portion of the Properties described in Exhibit "B" attached hereto and by this reference incorporated herein.

Section 5. "Developer" shall mean and refer to GULFSTREAM HOUSING CORP., a Delaware corporation, successor by merger to BEL-AIRE HOMES, INC., a Florida corporation, its successors and assigns if such successors or assigns are specifically designated as a successor "Developer" by the Developer by recorded instrument.

Section 6. "Easement" shall mean and refer to the ten (10) foot wide landscape, wall and signage easement along Darlene Drive as shown on the Plat.

Section 7. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 8. "Mortgage" means any mortgage, deed of trust, or other instrument transferring any interest in a Lot, or any portion thereof, as security for performance of an obligation.

Section 9. "Mortgagee" means any person named as the Obligee under any Mortgage, as hereinabove defined, or any successor in interest to such person under such Mortgage.

Section 10. "FHA" means The Federal Housing Administration.

Section 11. "VA" means The Veterans Administration.

Section 12. "The Work" means the initial development of the Properties as a residential community by the construction and installation thereon of streets, buildings and other improvements by Developer.

Section 13. "Recorded" means filed for record in the Public Records of Orange County, Florida.

Section 14. "Person" means any natural person or artificial legal entity.

Section 15. "Plat" means and refers to the recorded plat of Sand Lake Point Unit I as recorded in Plat Book 20, Page 69, et seq., Public Records of Orange County, Florida. The term "Plat" may be redefined from time to time by and in the sole and absolute discretion of the Developer without the joinder or consent of any mortgagee, Lot owner, or other individual or legal entity upon the annexation (as provided in Article VI of this Declaration) of any Platted portion of the Properties described in Exhibit "B" attached hereto and by this reference incorporated herein.

Section 16. "Declaration" means and refers to this instrument as the same may be amended from time to time.

Section 17. Interpretation. Unless the context, otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall include all genders; and the use of the term "including" shall mean "including, without limitation." This Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the Properties by providing a common plan for the development and preservation thereof. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easement of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members; provided such

dedication is accepted in writing by the governing body of the applicable public agency, authority, or utility. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

Section 3. Reserved.

Section 4. Reserved.

Section 5. Antennas. No television or radio masts, towers, poles, antennas, aerials, wires, satellite dishes (or any similar receiving device), or electromagnetic device, or appurtenances thereto, shall be erected, constructed, or maintained on any Lot in such a manner as to be visible from the exterior of such Lot. Without limitation of the foregoing, all television antennas shall be erected and maintained completely inside the improvements on each Lot and shall be of an "attic type" or such other type as may from time to time be permitted under the Association's rules and regulations.

Section 6. Use of Units. Each Lot shall be used for single-family residential purposes only, and no trade or business of any kind may be carried on therein. Lease or rental of a Lot for single-family residential purposes shall not be construed as a violation of this covenant.

Section 7. Use of Common Area. There shall be no obstruction of the Common Area, nor shall anything be kept or stored on any part of the Common Area without the prior written consent of the Association except as specifically provided herein. Nothing shall be altered on, constructed in, or removed from the Common Area except upon the prior written consent of the Association.

Section 8. Prohibition of Damage and Certain Activities. Nothing shall be done or kept in any Lot or in the Common Area or any part thereof to increase the rate of insurance on the Properties or any part thereof over what the Association, but for such activity, would pay, without the prior written consent of the Association. Nothing shall be done or kept in any Lot or in the Common Area, or any part thereof, which would be in violation of any Statute, rule, ordinance, regulation, permit or other validity imposed requirement of any governmental body. No damage to, or waste of, the Common Area or any part thereof or of the exterior of the Properties and buildings shall be committed by any Owner or any Tenant or invitee of any owner; and each Owner shall indemnify and hold the Association and other Owners harmless against all loss resulting from any such damage or waste

caused by him or his Tenants or invitees, to the Association or other Owners. No noxious, destructive or offensive activity shall be permitted on any Lot or in the Common Area or any part thereof, nor shall anything be done therein which may be or may become an annoyance or nuisance to any other Owner or to any other person at any time lawfully residing on the Properties.

Section 9. Signs Prohibited. No sign of any kind shall be displayed to the public view on any Lot or the Common Area without the prior written consent of the Association, except customary name and address signs and a lawn sign or not more than five square feet in size advertising the property for sale or rent or for political purposes, provided the same are in accordance with rules and regulations adopted by the Association.

Section 10. Parking. No Owner shall park, store, keep, repair, or restore any vehicle, recreational vehicle, boat, or trailer anywhere upon the Properties, except within the garaged area of each Lot and concealed from view; provided, however, passenger automobile(s), motorcycle(s), or truck(s) of 1/2-ton capacity (or less) may be parked on the driveway area appurtenant to each Lot. The number of vehicles parked on the driveway area shall not be more than two for a Lot. No boat, recreational vehicle or other vehicle other than specifically enumerated herein shall be stored on any of the Lots (other than in the garaged area as set forth above) including, but not limited to, the rear yard of any lot whether or not concealed from view by fencing. Further, the Association may promulgate further rules and regulations affecting the parking of any vehicles on the Lot which appear in the best interests of all owners. Use of all guest parking areas, if any, on the Common Area shall be subject to such rules and regulations as may from time to time be adopted by the Association.

Section 11. Animals. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or the Common Area, except that dogs, cats, and other customary household pets may be kept on Lots subject to rules and regulations adopted by the Association; provided that they are not kept, bred, or maintained or any commercial purposes. The Association may prohibit the keeping of any pet anywhere upon the Properties which the Association reasonably determines may constitute a threat to the safety or health of persons lawfully upon the Properties. All owners at all times shall comply with all rules, regulations, ordinances, statutes, and laws adopted, promulgated, or enforced by any public agency having jurisdiction of the Properties and relating to animals.

Section 12. Rubbish. No rubbish, trash, garbage, or other waste material shall be kept or permitted upon any Lot or Common Area except inside the improvements on each Lot or in sanitary containers concealed from view, and in accordance with rules and regulations adopted by the Association.

Section 13. Provisions Inoperative As to Initial Construction. Nothing contained in this Declaration shall be interpreted or construed to prevent Developer, its transferees, or its or their contractors, or sub-contractors, from doing or performing on all or any part of the Properties owned or controlled by Developer, or its transferees, whatever they determine to be reasonably necessary or advisable in connection with the completion of the Work, including, without limitation:

(a) erecting, constructing, and maintaining thereon such structures as may be reasonably necessary for the conduct of Developer's business or completing the Work and establishing the Properties as a residential community and disposing of the same in parcels by sale, lease, or otherwise; or

(b) conducting thereon its or their business of completing the Work and establishing the Properties as a residential community and disposing of the Properties in parcels by sale, lease, or otherwise; or

(c) maintaining such sign or signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of the Properties in parcels.
As used in this Section and its sub-paragraphs, the term "its transferees" specifically does not include purchasers of Lots improved as completed residences.

Section 14. Rules and Regulations. No Owner shall violate the rules and regulations for the use of the Lots and the Common Area, as the same are from time to time adopted by the Association. The prohibitions and restrictions contained in this Article shall be self-executing without implementation by rules and regulations; but the foregoing shall not be construed as an implied prohibition against the Association's extending the scope of such prohibitions and restrictions by from time to time adopting rules and regulations consistent with this Declaration.

Section 15. Ownership Rights Limited to Those Enumerated. No transfer of title to any Lot shall pass to the Owner thereof any rights in and to the Common Area except as are expressly enumerated in this Declaration. In the event any Lot is shown or described as bounded by any stream, pond, or any other body of water situated in whole or in part upon the Common Area, all riparian rights therein shall be appurtenant to the Common Area and no attempted grant thereof to an Owner shall be effective as to the Association or the other Owners. No provision in any Deed or other instrument of conveyance of any interest in any Lot shall be construed as passing any right, title, and interest in and to the Common Area except as expressly provided in this Declaration. It is Developer's express intent that the fact that any Lot is shown or described as bounded by any artificial or natural monument on the Common Area shall not pass to the Owner of any Lot any rights therein, except as herein expressly provided, but that such monument shall be a part of the Common

Area and all rights therein shall inure to the benefit of the Association and all Owners.

Section 16. Vehicles and Repair. No inoperative cars, trucks, trailers or other types of vehicles shall be allowed to remain on the Properties for a period in excess of 5 days. There shall be no major maintenance, repair, or restoration performed on any motor vehicle on or adjacent to any Lot in the Properties. All vehicles shall have current license plates. Moreover, no stripped, unsightly, offensive, wrecked, junked, or dismantled vehicles or portions thereof, shall be parked, stored or located upon any Lot at any time.

Section 17. Use of Common Area. The conveyance by Developer to the Association of any portion of the Common Area shall assign to the Association all right, if any, reserved to Developer with respect to such portion of the Common Area by any recorded subdivision plat of the Properties to restrict or to deny, or both, ingress and egress to any person over, across, and through the Common Area, regardless of whether such assignment shall be expressed in the deed of conveyance; provided, however, the Association shall not exercise such right, if any, in such a manner as to interfere with Developer's completion of the Work.

Section 18. Maintenance of Swales and Easement. Owners shall be responsible for the maintenance of swales on their respective Lots in a neat and attractive manner. Owners of Lots on which the Easement is located shall be responsible for the maintenance thereof in a neat and attractive manner, except that the Association shall be responsible for the maintenance and repair of the wall and any signage located thereon and the Association shall have the right, but not the obligation to install and maintain landscaping thereon. The Easement shall be used only for landscaping, buffering, walls, and signages, as such signage is approved by the Association. Owners shall not alter or change the swales on their respective Lots from the form in which the swales were initially constructed by Developer nor shall Owners alter or change any landscaping or improvements installed on the Easement on their respective Lots, without the prior consent of the Association and any applicable governmental authorities. The Association shall have the following rights with respect to the swales and the Easement:

(a) Upon the Owner's failure to maintain the swales or the Easement in a neat and attractive manner as provided in this section, the Association may at its option (but not its obligation) after giving the Owner ten (10) days written notice sent to his last known address, enter upon the respective Lot and have the grass, weeds and vegetation on and surrounding the swales and on the Easement cut when and as the same is necessary in the Association's judgment and have dead trees, shrubs, plants, refuse, all unsightly objects removed from the swales or Easement on said Lot. Such entry shall not be deemed a trespass.

(b) In the event that the Association shall have exercised its privilege granted in subparagraph (a) above, the Owner of such Lot shall reimburse the Association for the costs of any work as therein required therein including fifteen (15%) per annum interest from the date the work is completed and to secure such reimbursement the Association shall have a lien upon such Lot enforceable as herein provided. Upon performing the work, the Association shall be entitled to file in the Public Records of Orange County a notice of its claim of lien by virtue of this Declaration. Said notice shall state the costs of said work, including interest, and shall contain a description of the Lot against which enforcement of the lien is sought. The lien provided shall date from the date the work is completed but shall not be binding against creditors or subsequent purchasers for a valuable consideration and without notice until such notice is recorded. The lien herein provided shall be due and payable forthwith upon completion of the work and if not paid, said lien may be enforced by foreclosure in the same manner as a mortgage. The liens herein provided shall be subordinated to any first mortgage encumbering any loan to any institutional lender provided, however, that any such mortgagee then in possession and any purchaser at any foreclosure sale and all persons claiming by, through or under such mortgagee or purchaser shall hold title subject to all the provisions of these covenants including the lien rights herein provided for.

Section 19. Laundry and Clothes Drying. No laundry or clothes drying lines or areas shall be permitted outside of any building on the Properties unless the same shall be placed inside of walls, fences, landscaping screens or similar type enclosures in conformity with the applicable rules and regulations of the Architectural Review Committee (the "ARC"). In no event shall any of the same be permitted if visible from any adjacent or neighboring property.

Section 20. Docks and Boathouses. No dock or boathouse shall be constructed on a lakefront Lot or on or over State-owned lands or waters adjacent or contiguous to a lakefront Lot unless the plans and specifications therefor are first approved in writing by the ARC, and, only then, if such dock or boathouse shall be in compliance with the following requirements, to wit:

(a) A permit or permits for any such dock or boathouse and any dredging or filling required in connection with its construction shall have first been issued, if otherwise required, by governmental authorities as shall have jurisdiction over the construction of such docks or boathouses, if any.

(b) Only one (1) dock or boathouse shall be permitted for each lakefront Lot, or combination of lakefront Lots owned in common and developed and improved as a single unified home site.

(c) All docks and boathouses shall project into the water approximately perpendicular to the shoreline, and all construction shall be at right angles to such projection.

(d) All docks and boathouses shall be set back at least one (1) foot from a side Lot line.

(e) All docks and boathouses shall not extend over forty (40) feet into the water as measured from the normal high water line of the particular lake involved, unless unusual shallow water (assuming water level is at established ordinary high water elevation) or other environmental considerations shall otherwise dictate.

(f) The total area of the dock or boathouse or combination dock and boathouse (including portions thereof over land and water) shall not exceed seven hundred fifty (750) square feet; it being expressly provided, however, that a variance of such square footage requirement may be granted by the ARC if shallow water or environmental considerations dictate that the dock or boathouse project more than forty (40) feet into the water, in which event, in addition to the foregoing square footage, additional square footage may be permitted to accommodate a wooden walkway or dock extension not exceeding four (4) feet in width times the length required in order to accommodate such shallow water or environmental considerations.

(g) No boathouse shall exceed twelve (12) feet in height at the highest point of the boathouse roof as measured from the normal high water elevation of the lake involved. No railings shall be constructed above such twelve (12) foot elevation.

(h) No dock or deck shall exceed two (2) feet in height over the water as measured from the ordinary high water elevation of the lake involved.

Section 21. Seawalls or Bulkheads. No seawall or other bulkhead shall be constructed on lakefront Lots without the prior written consent of the ARC and Developer and only then if such seawall or bulkhead shall be in compliance with the following requirements, to wit:

(a) A permit or permits for such seawall or bulkhead and any dredging or filling required in connection with its construction shall have first been issued, if otherwise required, by governmental authorities as shall have jurisdiction of or over the same, if any;

(b) Such seawall or bulkhead is reasonably necessary to prevent or abate serious or substantial erosion of the shoreline;

(c) Such seawall or bulkhead is constructed in accordance with all applicable Governmental Regulations and such other conditions and limitations as may be reasonably imposed by the ARC in its sole and absolute discretion.

Section 22. Fences and Walls. Other than those constructed by the Developer, no fences or walls shall be erected on Lots unless approved in writing by the ARC. The height of all fences or walls shall be subject to the control and approval of the ARC. All fences and walls shall be constructed of wrought iron, wood, brick, stucco or other masonry materials (except as hereafter noted) and shall conform to guidelines and specifications established by the ARC. Any fence constructed shall not be erected closer than fifteen (15) feet to the front of the front line of the residence; the height of the fence on the side lot line shall not exceed six (6) feet in height; and in the event wood fencing is used, in no event shall such wood fencing be premanufactured or prefabricated prior to erection on the Lot. Exception to such specifications promulgated may be permitted by the ARC, in its discretion; provided, however, that in no event shall uncovered or exposed (whether concrete or concrete blocks, painted or not) or chain link (except as noted hereafter) be permitted. All lakefront Lots shall use fencing material which does not prohibit the visual site lines of neighbors as to the adjacent body of water to the Properties. Further, with respect to lakefront Lots (and lakefront Lots only), chain link fencing (not in excess of four (4) feet in height) shall be permitted across the rear of the Lot only. Additionally, the fencing on lakefront Lots shall be located on the rear of the Lot upland from the swales created at the rear of the Lot. Chain link fencing shall not be permitted on the side of the Lot except between the swale and the lake. Chain link fencing shall not contain plastic strips or other similar materials which serve to make the fence opaque; and shall be green vinyl coated.

Section 23. Mailboxes and other Delivery Boxes. Due to existing regulations of the United States Post Office Department, a centralized location(s) for the delivery and pick up of mail to the Properties shall be provided. Lot owners shall not construct receptacles for mail delivery on any Lot unless the method of providing service to the Properties by the United States Post Office Department is changed. All other delivery boxes or receptacles of any kind, including those for newspapers, milk and other similar home deliveries, shall be designed, constructed and located in conformance with the provisions of the ARC.

Section 24. Storage Sheds. No storage sheds or similar structures shall be permitted on any Lot unless such structures are approved by the ARC. The ARC shall promulgate guidelines for such structures which shall ensure that any such structure is in harmony with the existing architecture style of the residence; results in sufficient open space on the Lot; and the building materials are compatible with the building materials used in the construction of the residence.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a Lot which is subject to assessment shall be a member of the Association with voting rights in the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Developer and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

(a) when 75% of the Lots to be ultimately subject to this Declaration have been deeded to Lot purchasers, or

(b) on January 1, 1994.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot 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 to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, 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.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties; for the improvement and maintenance of the Common Area and the Easement, and of the exteriors of the buildings situated upon the Properties (as hereinbelow provided); for payment of all taxes assessed to the Association, if any, in respect to the Common Area, or the improvements or personal property thereon, or both; and for the Association's general activities and operations in promoting the recreation, health, safety, and welfare of the residents in the Properties.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot by Developer to an Owner, the maximum annual assessment shall not exceed \$800.00 per Lot. During the aforementioned time period, all Lots owned by the Developer shall not be subject to assessments for whatever purpose. However, during said time period, the Developer is obligated to fund the Association for common expenses of the Association in excess of the amounts produced from assessments of all Lot owners.

Section 4. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 5. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the then highest lawful rate of interest. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability from the assessments provided for herein by non-use of the Common Area or abandonment of his Lot. Further, no mortgagee shall be required to collect assessments.

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. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or

transfer of any Lot pursuant to mortgage foreclosure or any proceeding 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 shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 7. Reserves. The Association shall include within the annual assessment amount (but not be limited by the matters for which reserves may be collected as hereafter stated), sums to be collected as reserves for replacement of parking lot paving, the recreational pavilion roof, and painting. Such reserve amounts will be based on a schedule approved and prepared by the Board of Directors on an annual basis. Such schedule of reserve amounts shall be based on the cost of the improvements and their estimated life. This section shall not abrogate, modify, amend or supersede the provisions of any other section of this Article.

Section 8. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot which shall become due created in favor of the Association and the priority thereof and shall place upon each such purchaser or creditor, other than a first mortgage, the duty of inquiring of the Association as to the status of assessments against any Lot within the Properties.

ARTICLE V

ARCHITECTURAL CONTROL

Section 1. Architectural Control Committee. The Board of Directors of the Association shall appoint as a standing committee an Architectural Control Committee, which shall be composed of three (3) or more persons appointed by the board of Directors. In the Board's discretion, the Board may constitute itself as the Architectural Control Committee. No member of the Committee shall be entitled to compensation for services performed; but, the Committee may employ independent professional advisors and allow reasonable compensation to such advisors from Association funds. The Architectural Control Committee shall have full power to regulate all exterior changes to the Properties in the manner hereinafter provided.

Section 2. Committee Authority. The Committee shall have full authority to regulate the use and appearance of the exterior of the Properties to assure harmony of external design and location in relation to surrounding buildings and topography and to protect and conserve the value and desirability of the

Properties as a residential community. The power to regulate shall include the power to prohibit those exterior uses or activities deemed inconsistent with the provisions of this Declaration, or contrary to the best interests of the Association in maintaining the value and desirability of the Properties as a residential community, or both. The Committee shall have authority to adopt, promulgate, rescind, amend, and revise rules and regulations in connection with the foregoing; provided, however, such rules and regulations shall be consistent with the provisions of this Declaration and, in the event the Board of Directors of this Association has not constituted itself as the Committee, such rule and regulation shall be approved by the Board of Directors prior to the same taking effect. Violations of the Committee's rules and regulations shall be enforced by the Board of Directors, unless such enforcement authority is delegated to the Committee by resolution of the Board of Directors.

Section 3. Committee Approval. Without limitation of the foregoing, no changes, alterations, additions, reconstruction, replacements, or attachments of any nature whatsoever shall be made to the exterior of any Lot, including that portion of any Lot not actually occupied by the Improvements thereon, except such as are incidental to those installed, improved, or made by Developer in connection with the Work, until the plans and specifications showing the nature, kind, shape, height, materials, locations, color and approximate cost of the same shall have been submitted to, and approved by, the Architectural Control Committee in writing. The Committee's approval shall not be required of any changes or alterations within a completely enclosed area, provided the same are not visible from the Common Area or visually objectionable to any adjoining Lot. No replacement shall be made by any Owner without the Committee's prior approval, unless the replacement is identical to that utilized by Developer in connection with the Work. Nothing shall be kept, placed, stored, or maintained upon the exterior of any Lot, including any portion of any Lot not enclosed by the improvements thereon, or upon the Common Area, without the Committee's prior approval. All applications to the Committee for approval of any of the foregoing shall be accompanied by plans and specifications or such other drawings or documentation as the Committee may require. In the event the Committee fails to approve or disapprove of an application within thirty (30) days after the same has been submitted to it, the Committee's approval shall be deemed to have been given. In all other events, the Committee's approval shall be in writing. If no application has been made to the Architectural Control Committee, suit to enjoin or remove any structure, activity, use, change, alteration, or addition in violation of the prohibitions contained in this section may be instituted at any time, and the Association or any Owner may resort immediately to any other lawful remedy for such violation.

Section 4. Procedure. The Committee may, from time to time, adopt, promulgate, rescind, amend, and revise rules and regulations governing procedure in all matters within its jurisdiction. In the event the Board of Directors of the Association does not constitute itself the Architectural Control committee, then the Board of Directors, in its discretion, may provide by resolution for appeal of decisions of the Architectural Control Committee to the Board of Directors, subject to such limitations and procedures as the Board deems advisable. The Board of Directors of the Association, or the Architectural Control Committee, may appoint one or more persons to make preliminary review of all applications to the Architectural Control committee with such person's recommendations for Committee action thereon. Such preliminary review shall be subject to such regulations and limitations as the Board of Directors or the Architectural Control Committee deems advisable. The Committee's procedures at all times shall afford the Owner whose lot is affected by Committee action reasonable notice of all Committee proceedings and a reasonable opportunity for such Owner to be heard personally and through representatives of his choosing.

Section 5. Standards. No approval shall be given by the Association's Board of Directors or Architectural Control Committee pursuant to the provisions of this Article unless the Board or Committee, as the case may be, determines that such approval shall: (a) assure harmony of external design, materials, and location in relation to surrounding buildings and topography within the Properties; and (b) shall protect and conserve the value and desirability of the Properties as a residential community; and (c) shall be consistent with the provisions of this Declaration; and (d) shall be in the best interests of the Association in maintaining the value and desirability of the Properties as a residential community. The Committee may deny any application upon the ground that the proposed alteration will create an undue burden of maintenance upon the Association. In the event additional maintenance may be required, then the Committee shall require an agreed method of payment for such maintenance cost and require security for the payment of same. The Committee may condition the approval of any application upon the Owner's providing reasonable security that the contemplated work will be completely substantially in accordance with the plans and specifications therefor submitted to the Committee.

Section 6. Developer Consent. So long as Developer is a Class "B" member of the Association, any and all actions of the Architectural Control Committee must obtain the written approval of Developer unless such approval is waived in writing by Developer's authorized representative.

ARTICLE VI

STAGE DEVELOPMENTS AND ANNEXATION

Section 1. Annexation without Association Approval. At any time prior to January 1, 1994, the additional lands described in Exhibit "B" attached hereto may be annexed, in whole or in part, by Developer and made subject to the governing provisions of this Declaration without the consent of the Class "A" members of the Association. The Properties, buildings, and Owners situated upon all or any portion of the lands described in Exhibit "B" attached hereto shall become subject to the provisions of this Declaration upon recording of an appropriate amendment hereto executed by Developer without the consent of Owners. Until such an amendment is so recorded, no provisions of this Declaration shall be effective as to all or any portion of the lands described in Exhibit "B," nor shall this Declaration constitute a cloud, doubt, suspicion, or encumbrances on the title to said lands.

Section 2. When Association Approval Required. If an application for FHA mortgage insurance or VA mortgage guarantees has been made and not withdrawn, and the FHA or VA determines that Developer's detailed plan for the annexed property is not in accordance with the general plan on file with such agency, the annexation of all or any portion of the lands described in Exhibit "B" attached hereto shall be approved by FHA and VA and additionally must have the assent of two-thirds (2/3) of the Class "A" members of the Association who are present and voting in person or by proxy at a meeting duly called for such purpose, written notice of which is to be sent to all members not less than sixty (60) days nor more than ninety (90) days in advance of such meeting, setting forth the purpose thereof. At this meeting, the presence of members or proxies entitled to cast at least sixty percent (60%) of all the votes of the Class A membership shall constitute a quorum. If the required quorum is not forthcoming at such meeting, another meeting may be called subject to the notice requirement hereinabove set forth; and the required quorum at any such subsequent meeting shall be members or proxies entitled to cast thirty percent (30%) of the votes of each class of membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting. The Developer retains the right to apply or not to apply, or to withdraw application, for either FHA mortgage insurance or VA mortgage guarantees at any time hereafter. Any annexation approved by the Class "A" members pursuant to the provisions of this Section shall be approved by the FHA and VA, or both, prior to the same becoming effective if an application for FHA mortgage insurance or VA mortgage guarantees has been made and not withdrawn.

Section 3. Other Annexations. Annexation of any lands other than those described in Exhibit "B" attached hereto must have the approval of the Association, and the FHA and VA, if

applicable, and the procedures set forth in Section 2 of this Article shall apply to such annexations. The same shall become effective upon recording of an appropriate amendment to this Declaration, executed by the Association and the Owners of all interests in the lands annexed.

ARTICLE VII

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. The Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management, control and maintenance of the Common Area and all improvements thereon (including furnishings and equipment related thereto), and the wall located on the Easement and shall keep the same in good, clean, substantial, attractive, and sanitary condition, order, and repair. The Association's duties shall extend to, and include, all driveways and accesses, upon, over, and through the Common Area.

Section 2. Right of Entry. The Association, through its employees, contractors, and agents, is hereby granted a right of entry into and upon each Lot to the extent reasonably necessary for purposes reasonably related to the Association's performance of any duty imposed, or exercise of any right granted, by this Declaration, including, without limitation, the discharge of any duty of maintenance or replacement, or both, imposed upon any Owner or of the Common Areas or the Easement. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever the circumstances permit. Entry into any improvement upon any Lot shall not be made without the consent of the Owner or occupant thereof except when such entry is reasonable necessary for the immediate preservation or protection, or both, of the health or safety, or both, of any person lawfully upon the Properties or of any such person's property. An Owner shall not arbitrarily withhold consent to such entry for the purpose of discharging any duty or exercising any right granted by the foregoing sections of this Article, provided such entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner.

Section 3. Services for Association. The Association may obtain and pay for the services of any person or entity to manage its affairs, or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Properties, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Properties or the enforcement of this Declaration.

Section 4. Services for Owners. The Association may contract, or otherwise arrange, with any person or entity to furnish water, trash collection, sewer services, maintenance, replacement, and other common services to all Lots. Any Owner additionally may voluntarily contract with the Association for the Association to perform, or cause performance of, any service benefiting such Owner's Lot at the cost and expense of such Owner. All sums due the Association pursuant to such contact shall be added to and become a part of the assessment against such Owner's Lot. Notwithstanding the foregoing, the Association may not contract with any Owner to provide any service at such Owner's expense which it is the duty of the Association to provide at its own expense under any provision of this Declaration.

Section 5. Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions as may from time to time be provided in the Association's By-Laws.

Section 6. Rules and Regulations. The Association from time to time may adopt, alter, amend, and rescind reasonable rules and regulations governing the use of the Lots and of the Common Area, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

Section 7. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, its Articles of Incorporation, or by law, and every other right or privilege reasonably to be implied from the existence of any right or privilege reasonably to be implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate the exercise of any right or privileges granted herein.

Section 8. Restriction on Capital Improvements. Except for replacement or repair of those items installed by Developer as part of the Work, and except for personal property related to the maintenance of the Common Area, the Association may not authorize capital improvements to the Common Area without Developer's consent during a period of five (5) years from the date of this Declaration. At all times hereafter, all capital improvements to the Common Area, except for replacement or repair of those items installed by Developer as part of the Work and except for personal property related to the maintenance of the Common Area.

ARTICLE VIII
RIGHTS OF MORTGAGEES

Upon written request to the Association, identifying the name and address of mortgage holder, insurer or guarantor of a mortgage on the Properties (hereinafter jointly referred to as "Mortgagee"), such Mortgagee will be entitled to timely written notice of:

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

ARTICLE IX
RECONSTRUCTION OR REPAIR AFTER CASUALTY

Section 1. Damage to Common Area. In the event that any portion of the Common Area is damaged or destroyed by casualty, it shall be repaired or restored to substantially its condition prior to the damage or destruction by the Association.

Repair or reconstruction of the Common Area shall be substantially in accordance with the plans and specifications pursuant to which the same was originally constructed. All insurance proceeds shall be applied to the restoration and repair. If the insurance proceeds are insufficient, the deficit shall be assessed against all Owners as a special assessment. If there is a surplus of insurance proceeds, it shall become the property of the Association.

Section 2. Damage to the Lots. In the event of damage or destruction to any portion of the improvements on a Lot, the improvements shall be repaired or restored in accordance with the provisions of the applicable insurance requirements. In the event that the Owner is not required, by the applicable insurance policy, to rebuild the improvements on the Lot the Owner shall clear the debris and have the Lot leveled, within four (4) months from the date of destruction or damages.

ARTICLE X

GENERAL PROVISIONS

Section 1. Enforcement. The Association, 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, or pursuant to, the provisions of this Declaration; and the party enforcing the same shall have the right to recover all costs and expenses incurred, including reasonable attorneys' fees. In the event the Association or the Developer enforces the provisions hereof against any Owner, the costs and expenses of such enforcement, including reasonable attorney's fees, may be assessed against such Owner's Lot as a special assessment pursuant to the provisions hereof. Failure by the Association, the Developer, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so at any time. If these restrictions are enforced by appropriate proceedings by any such owner or Owners, such Owner or Owners may be reimbursed by the Association for all or any part of the costs and expenses incurred, including reasonable attorney's fees, in the discretion of the Board of Directors of the Association.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Developer, the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. The covenants and restrictions of this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the Lot Owners, and thereafter by an instrument signed by not less than seventy five percent (75%) of the Lot Owners, except as provided herein for annexation. Any amendment must be properly recorded.

Section 4. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration if application for FHA mortgage insurance or VA mortgage guarantees has been made and not withdrawn: Annexation of additional Properties, and dedication to a public agency of Common Area.

Section 5. Effect of Recording. Any Lot situated within the real property described in Exhibit "A" attached hereto shall be deemed to be "subject to assessment," as such term is used in this Declaration, or in the Association's Articles of Incorporation or By-Laws, upon recording of this Declaration; and any Lot annexed pursuant to the provisions hereof shall be deemed "subject to assessment" upon recording of the Amendment to this Declaration annexing the same.

IN WITNESS WHEREOF, the Developer has caused this instrument to be duly executed the day and year first above written.

SIGNATURE WITNESSED BY:

GULFSTREAM HOUSING CORP., a Delaware corporation, successor by merger to BEL-AIRE HOMES, INC., a Florida corporation

Rebecca N. Johnson
Shelli L. Cox

By: Armand E. Blair
ARMAND E. BLAIR,
Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 8th day of April, 1988, by ARMAND E. BLAIR, Vice President of GULFSTREAM HOUSING CORP., a Delaware corporation, successor by merger to BEL-AIRE HOMES, INC., a Florida corporation, on behalf of the corporation.

Shelli L. Cox
NOTARY PUBLIC
My Commission Expires

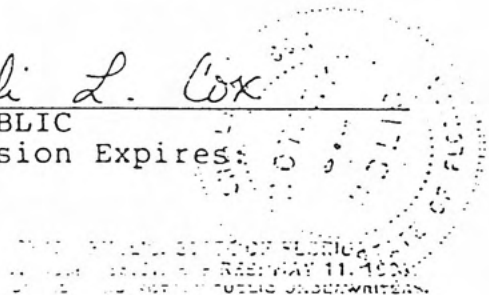


EXHIBIT "A"

SAND LAKE POINT UNIT I

That part of Sections 2 and 3, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 3, Township 24 South, Range 28 East and run N 00°02'07" E along the East line of said Section 3 for a distance of 623.31 feet to the Point of Beginning; thence run S 89°38'09" W for a distance of 230.78 feet; thence run S 33°33'04" W along a radial line for a distance of 123.01 feet to a point on a curve concave Southwesterly having a radius of 600.00 feet; thence run Northwesterly along the arc of said curve through a central angle of 33°54'56" for a distance of 355.16 feet; thence run S 89°38'09" W for a distance of 680.63 feet to a point on the West line of the East 1/2 of the Southeast 1/4 of said Section 3; thence run N 00°03'44" W along said West line for a distance of 1678.87 feet; thence run N 71°20'00" E along the thread of a channel connecting the East lobe with the Western lobe of Big Sand Lake for a distance of 326.40 feet to the normal high water line of said Eastern lobe; thence run N 22°05'13" E along said normal high water line for a distance of 262.68 feet to a point on the North line of the Southeast 1/4 of said Section 3; thence run S 89°42'05" E along said North line for a distance of 909.87 feet to the Northwest corner of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of Section 2, Township 24 South, Range 28 East; thence run S 00°02'07" W along the West line of said Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 for a distance of 659.18 feet to the Southwest corner thereof; thence run N 89°54'54" E along the South line of said Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 for a distance of 499.70 feet; thence run S 26°34'50" E for a distance of 646.93 feet to a point on a curve concave Southeasterly having a radius of 2417.09 feet and a chord bearing of S 60°56'59" W; thence run Southwesterly along the arc of said curve through a central angle of 01°16'16" for a distance of 53.63 feet to a point of reverse curvature of a curve concave Northwesterly having a radius of 899.35 feet; thence run Southwesterly along the arc of said curve through a central angle of 17°11'14" for a distance of 269.78 feet; thence run S 12°29'55" E along a radial line for a distance of 84.72 feet; thence run S 14°14'05" W for a distance of 204.42 feet; thence run S 00°50'56" E for a distance of 370.11 feet; thence run S 89°38'09" W for a distance of 465.91 feet to the Point of Beginning.

Contains 76.571 acres more or less.

EXHIBIT "B"

DESCRIPTION

397! PG 4 240

All of Lots 53, 54, 55, 56, 73, 74, 75, 76, 77, 78, 81, 82, 83, 84, 85, 86, 87 and 88 of the WILLIS R. MUNGER SUBDIVISION of Section 2, Township 24 South, Range 28 East, according to the plat thereof as recorded in Plat Book "E", Pages 22 and 23 of the Public Records of Orange County, Florida.

AND: The South 1/2 of the Southwest 1/4 of Section 2, Township 24 South, Range 28 East.

AND: All of Lots 67, 68, 93, 94, 95 and 96 of the WILLIS R. MUNGER SUBDIVISION of Section 3, Township 24 South, Range 28 East, according to plat thereof as recorded in Plat Book "E", Pages 22 and 23 of the Public Records of Orange County, Florida.

AND: The Northeast 1/4 of the Northeast 1/4 of the Southeast 1/4 of Section 3, Township 24 South, Range 28 East AND the Southwest 1/4 of the Southeast 1/4 of Section 3, Township 24 South, Range 28 East.

AND: The North 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 11, Township 24 South, Range 28 East.

LESS AND EXCEPT THE FOLLOWING FOUR PARCELS:

PARCEL ONE:

Commence at the South 1/4 corner of Section 3, Township 24 South, Range 28 East; thence run N.89°52'26".E along the South line of the Southeast 1/4 of Section 3 for a distance of 1313.66 feet to the Southwest corner of the West 1/2 of the Southeast 1/4 of said Section 3 and the Point of Beginning.

Thence run N.00°11'03".E along the East line of the West 1/2 of the Southeast 1/4 of said Section 3 for a distance of 611.80 feet; thence N.89°52'26".E for a distance of 53.40 feet; thence run S.00°11'03".W for a distance of 611.80 feet; thence run S.89°52'26".W for a distance of 53.40 feet to the Point of Beginning.

PARCEL TWO:

A portion of Section 3, Township 24 South, Range 28 East, more particularly described as follows:

That portion of Lots 67 and 68 of the WILLIS R. MUNGER SUBDIVISION of Section 3, Township 24 South, Range 28 East according to the plat thereof as recorded in Plat Book "E", Pages 22 and 23 of the Public Records of Orange County, Florida lying North of the thread of the channel connecting the Western lobe of Big Sand Lake with the Eastern lobe of Big Sand Lake, said property lying West of the normal high-water line of the Eastern lobe of Big Sand Lake.

PARCEL THREE:

Commence at the South 1/4 corner of Section 3, Township 24 South, Range 28 East; thence run N.89°52'26".E along the South line of the Southeast 1/4 of said Section 3 for a distance of 1367.05 feet to the Point of Beginning;

Thence run N.00°11'03".E parallel with the East line of the West 1/2 of the Southeast 1/4 of said Section 3 for a distance of 611.80 feet; thence run N.89°52'26".E for a distance of 21.60 feet; thence run S.00°11'03".W for a distance of 611.80 feet; thence run S.89°52'26".W for a distance of 21.60 feet to the Point of Beginning.

PARCEL FOUR:

The South 200.00 feet of the North 1/2 of the Northeast 1/4 of the Northwest 1/4 of Section 11, Township 24 South, Range 28 East, Orange County, Florida.

AND LESS AND EXCEPT THE FOLLOWING PARCEL :

Rec Fee \$ 19.00 THOMAS H. LOCKER
Add Fee \$ 2.00 Orange County
Doc Tax \$ _____ Comp. Officer
Int Tax \$ _____ By THL
Total \$ 21.00 Deputy Clerk

FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SAND LAKE POINT UNIT I

THIS FIRST AMENDMENT TO DECLARATION, made on the date hereinafter set forth by GULFSTREAM HOUSING CORP., a Delaware corporation, successor by merger to BEL-AIRE HOMES, INC., a Florida corporation ("Developer").

W I T N E S S E T H:

WHEREAS, Developer is the owner of certain property in the County of Orange, State of Florida (the "Property"), which is more particularly described as follows: 3109389 ORANGE CO. FL.
03:21:20AM 10/13/82

SEE EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF.

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Sand Lake Point Unit I (the "First Declaration") was filed of record on October 15, 1987 in Official Records Book 3928, Page 3310 of the Public Records of Orange County, Florida.

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Sand Lake Point Unit I (the "Second Declaration") was filed of record on April 11, 1987 in Official Records Book 3971, Page 4218 of the Public Records of Orange County, Florida.

WHEREAS, Developer was the sole record owner of all of the Property at the time of the filing of the First Declaration and continuously through and including the filing of the Second Declaration.

WHEREAS, it was the intent and purpose of the Developer at all times that the provisions of the Second Declaration should control and supersede the provisions of the First Declaration in all respects.

NOW, THEREFORE, Developer hereby declares that all of the Properties described above shall be held, sold and conveyed subject to the easements, restrictions, covenants, and conditions contained in the Second Declaration, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, and specifically, that the provisions contained in the Second Declaration shall control and supersede any and all provisions contained in the First Declaration.

OR4022PG3097

IN WITNESS WHEREOF, this Amendment is hereby executed this
the 27th day of September, 1988.

GULFSTREAM HOUSING CORP., a Delaware
corporation, successor by merger to
Bel-Aire Homes, Inc., a Florida
corporation

Adrienne Z. Gill

By: A. E. Blair

Its Vice President

Julia McDonald

ATTEST: Robert B. Tonry
By: _____

Its Asst. Secretary

STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day personally appeared before
me, an officer duly authorized to administer oaths and take
acknowledgments, A. E. Blair
and Robert B. Tonry, as Vice President and Asst.
Secretary, respectively, of Gulfstream Housing Corp., to me well
known to be the persons described in and who executed the
foregoing instrument and they acknowledged before me that they
executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State
last aforesaid, this 27th day of September, 1988.

Pamela Morris
Notary Public
State of Florida at Large
My commission expires:
Notary Public, State of Florida at Large
My Commission Expires Feb. 19, 1992
Docketed thru Agent's Notary Brokerage

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
Deborah H. Johnson, Esquire/cep
Broad and Cassel
Maitland Center, Fourth Floor
1051 Winderley Place
Maitland, Florida 32751

OR4022PG3098

**SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SAND LAKE POINT UNIT I**

THIS SECOND AMENDMENT, made on the date hereinafter set forth, by GULFSTREAM HOUSING CORP., a Delaware corporation successor by merger to Bel-Aire Homes, Inc., a Florida corporation, hereinafter referred to as the "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Sand Lake Point Unit I (the "First Declaration") on September 22, 1987;

WHEREAS, the First Declaration was recorded on October 15, 1987 in Official Records Book 3928, Page 3310, et. seq., Public Records of Orange County, Florida;

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Sand Lake Point Unit I on April 8, 1988 (the "Declaration");

WHEREAS, the Declaration was recorded on April 11, 1988 in Official Records Book 3971, Page 4218, et. seq., Public Records of Orange County, Florida;

WHEREAS, Declarant executed that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Sand Lake Point Unit I (the "First Amendment") on September 27, 1988;

WHEREAS, the First Amendment was recorded on October 13, 1988 in Official Records Book 4022, Page 3097, Public Records of Orange County, Florida;

WHEREAS, the First Amendment was recorded to clarify that the provisions of the Declaration should control and supercede the provisions of the First Declaration in all respects;

WHEREAS, the First Declaration and the Declaration submitted Sand Lake Point Unit I as recorded in Plat Book 20, Page 69, et. seq., Public Records of Orange County, Florida, to the jurisdiction of the Declaration;

WHEREAS, all the real property described in the Plat of Sand Lake Point Unit II (the "Plat of Sand Lake Point Unit II") is described on Schedule 1 attached hereto and by this reference incorporated herein;

314834 10RANGE CO. FL.
03:44:00PM 12/08/88

Rec Fee \$	<u>24.00</u>	THOMAS H. LOCKER,
Add Rec \$	<u>3.00</u>	Orange County
Doc Tax \$	<u> </u>	Comptroller
Int Tax \$	<u> </u>	By <u> </u>
Total \$	<u>24.00</u>	Deputy Clerk

02403071689

K FN TO CLERK TO ORANGE COUNTY COMMISSIONER, COUNTY

WHEREAS, Article VI, Section 1, of the Declaration states as follows:

At any time prior to January 1, 1994, the additional lands described in Exhibit "B" attached hereto may be annexed, in whole or in part, by Developer and made subject to the governing provisions of this Declaration without the consent of the Class "A" members of the Association. The Properties, buildings and Owners situated upon all or any portion of the lands described in Exhibit "B" attached hereto shall become subject to the provisions of this Declaration upon recording of an appropriate amendment hereto executed by Developer without the consent of Owners. Until such an amendment is so recorded, no provision of this Declaration shall be effective as to all or any portion of the lands described in Exhibit "B" nor shall this Declaration constitute a cloud, doubt, suspicion or encumbrances (sic) on the title of said lands.

WHEREAS, the Declarant is desirous of adding all of the lands described in Schedule 1 appended hereto and subjecting said lands to the jurisdiction and covenants of the Declaration, all as set forth herein.

NOW, THEREFORE, the Declarant, Gulfstream Housing Corp., a Delaware corporation successor by merger to Bel-Aire Homes, Inc., a Florida corporation, hereby declares as follows:

1. Each and all of the foregoing recitals is acknowledged to be true and correct and is incorporated herein all as set forth above.

2. All of the real property described on Schedule 1 appended hereto is annexed to and subjected to the terms, covenants, conditions and restrictions of the Declaration, as amended.

3. Annexation of the property described on Schedule 1 shall be upon the terms and conditions set forth upon the Plat for Sand Lake Point Unit II. Easements for drainage, egress and ingress, and for the use of public utilities and cable television systems shall be as set forth upon the Plat of Sand Lake Point Unit II.

4. All of the real property as described on the Plat of Sand Lake Point Unit II, less and except lots 109 to 208, inclusive, and less and except that portion of the real property to be dedicated for public use, all shown upon the Plat of Sand Lake Point Unit II, shall be designated as "common area" and owned by the Sand Lake Point Homeowners' Association, Inc., a Florida not-

for-profit corporation, which common area shall be defined in the Declaration and subject to the provisions regarding common areas set forth in said Declaration.

5. This Second Amendment to the Declaration shall become effective only upon the recording of this Second Amendment to the Declaration in the Public Records of Orange County, Florida.

IN WITNESS WHEREOF, the Declarant has caused this Second Amendment to be executed this 26th day of OCTOBER, 1988.

GULFSTREAM HOUSING CORP., a Delaware corporation, as successor by merger to BEL-AIRE HOMES, INC., a Florida corporation

By: A. E. Blair
Its Vice President
(CORPORATE SEAL)



STATE OF FLORIDA
COUNTY OF Seminole

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, A. E. Blair, as Vice President of GULFSTREAM HOUSING CORP., a Delaware corporation successor by merger to Bel-Aire Homes, Inc., a Florida corporation, to me well known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this 26th day of October, 1988.

Robert S. Tj
Notary Public
State of Florida at Large
My commission expires:



THIS INSTRUMENT PREPARED BY
~~AND RETURN TO:~~
Deborah H. Johnson, Esquire/cep
Broad and Cassel
Maitland Center, Fourth Floor
1051 Winderley Place
Maitland, Florida 32751

Notary Public, State Of Florida At Large
My Commission Expires Feb. 15, 1990

OR4038761691

SCHEDULE 1

SAND LAKE POINT UNIT II

DESCRIPTION:

That part of Section 2, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Begin at the Southeast corner of SAND LAKE POINT UNIT I as recorded in Plat Book 20, Pages 69 through 71 of the Public Records of Orange County, Florida; run N 89°38'09" E along the Easterly projection of the South line of said SAND LAKE POINT UNIT I, for a distance of 1023.01 feet; thence run N 00°21'51" W for a distance of 150.00 feet; thence run N 12°32'11" W for a distance of 118.57 feet; thence run N 01°19'13" E for a distance of 113.59 feet; thence run S 86°32'26" E for a distance of 134.64 feet; thence run S 03°27'35" W for a distance of 20.62 feet; thence run S 86°32'26" E for a distance of 50.00 feet; thence run S 88°41'07" E for a distance of 127.63 feet; thence run N 05°14'03" E for a distance of 163.87 feet; thence run N 05°48'06" E for a distance of 195.11 feet; thence run N 07°33'20" E for a distance of 195.06 feet; thence run N 11°57'23" E for a distance of 162.14 feet; thence run N 19°05'58" E for a distance of 119.47 feet; thence run N 44°15'06" E for a distance of 244.13 feet; thence run N 37°31'25" W for a distance of 245.72 feet; thence run N 86°53'27" W for a distance of 54.53 feet; thence run N 04°36'09" E along a radial line for a distance of 152.52 feet to a point on a curve concave Southwesterly, having a radius of 225.00 feet; thence run Southeasterly along the arc of said curve through a central angle of 03°03'32" for a distance of 12.01 feet; thence run N 07°39'41" E for a distance of 50.00 feet; thence run N 24°51'32" E for a distance of 1017.83 feet; thence run S 89°41'49" W along the South line of the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of said Section 2 for a distance of 152.50 feet to the Southwest corner thereof; thence run S 00°05'48" W along the East line of the Southeast 1/4 of the Southwest 1/4 of the Northwest 1/4 of said Section 2 for a distance of 657.89 feet to the Southeast corner thereof; thence run S 89°59'16" W along the South line of said Southeast 1/4 of the Southwest 1/4 of the Northwest 1/4 for a distance of 661.23 feet to the Southwest corner thereof; thence run S 00°04'14" W along the East line of the Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 of said Section 2 for a distance of 658.54 feet; thence run S 89°54'54" W along the South line of said Northwest 1/4 of the Northwest 1/4 of the Southwest 1/4 for a distance of 161.50 feet to the Northeast corner of said SAND LAKE POINT UNIT I; thence run the following courses along Easterly boundary and said SAND LAKE POINT UNIT I: run S 26°34'50" E for a distance of 646.93 feet to a point on a curve concave Southeasterly having a radius of 2417.09 feet and a chord bearing of S 60°56'59" W; thence run Southwesterly along the arc of said curve through a central angle of 01°16'16" for a distance of 53.62 feet to a point of reverse curvature of a curve concave Northwesterly having a radius of 899.35 feet; thence run Southwesterly along the arc of said curve through a central angle of 17°11'14" for a distance of 269.78 feet; thence run S 12°29'55" E along a radial line for a distance of 84.72 feet; thence run S 14°14'05" W for a distance of 204.42 feet; thence run S 00°50'56" E for a distance of 370.11 feet to the Point of Beginning.

Containing 60.218 acres more or less.

OR 4038 PG 1692

JOINDER AND CONSENT

CITICORP REAL ESTATE, INC., a Delaware corporation, as principal and as agent, being the owner and holder of that certain Real Estate Mortgage and Security Agreement (Securing a Guaranty) executed as of the 24th day of January, 1986, and recorded in Official Records Book 3744, Page 0058, Public Records of Orange County, Florida; that certain Assignment of Rents and Leases executed as of the 24th day of January, 1986, and recorded in Official Records Book 3744, Page 0101, Public Records of Orange County, Florida; that certain Financing Statement recorded in Official Records Book 3744, Page 0124, Public Records of Orange County, Florida; and that certain Mortgage Spreading Agreement executed September 10, 1986 and recorded October 3, 1986 in Official Records Book 3825, Page 2769, does hereby join in and consent to the foregoing Second Amendment to Declaration of Covenants, Conditions and Restrictions for Sand Lake Point and Schedule 1 attached thereto, and agrees that the lien of said Real Estate Mortgage and Security Agreement (Securing a Guaranty), said Assignment of Rents and Leases, said Financing Statement and said Mortgage Spreading Agreement shall be subject to the provisions of said Second Amendment to Declaration of Covenants, Conditions and Restrictions for Sand Lake Point.

WITNESSES:

CITICORP REAL ESTATE, INC., a Delaware corporation, as principal and as agent

Gideon Biberach
Arthur Roth

By: Nancy L. Harter
NANCY L. HARTER
Its Vice President

(CORPORATE SEAL)



STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, NANCY L. HARTER, as Vice President of CITICORP REAL ESTATE, INC., to me well known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this 17th day of October, 1988.

Nicoria Flores
Notary Public
State of Florida at Large
My commission expires:

RECORDED & RECORD VERIFIED
Thomas H. Lake
County Comptroller, Dade Co., FL

Notary Public, State of Florida at Large
My Commission Expires Aug. 8, 1991
Signed this 1st day of October, 1988

Add Fee \$ 3.00 Orange County
 Doc Tax \$ _____ Comptroller
 Int Tax \$ _____ By [Signature]
 Total \$ 24.00 Deputy Clerk

**THIRD AMENDMENT TO DECLARATION OF
 COVENANTS, CONDITIONS AND RESTRICTIONS FOR
 SAND LAKE POINT UNIT I**

THIS THIRD AMENDMENT, made on the date hereinafter set forth,
 by GULFSTREAM HOUSING CORP., a Delaware corporation as successor
 by merger to Bel-Aire Homes, Inc., a Florida corporation,
 hereinafter referred to as the "Declarant."

3281458 ORANGE CO. FL.
 03:43:40PM 06/22/89

W I T N E S S E T H:

OR409162189

WHEREAS, Declarant executed that certain Declaration of
 Covenants, Conditions and Restrictions for Sand Lake Point Unit I
 (the "First Declaration") on September 22, 1987;

WHEREAS, the First Declaration was recorded on October 15,
 1987 in Official Records Book 3928, Page 3310, et. seq., Public
 Records of Orange County, Florida;

WHEREAS, Declarant executed that certain Declaration of Cove-
 nants, Conditions and Restrictions for Sand Lake Point Unit I on
 April 8, 1988 (the "Declaration");

WHEREAS, the Declaration was recorded on April 11, 1988 in
 Official Records Book 3971, Page 4218, et. seq., Public Records
 of Orange County, Florida;

WHEREAS, Declarant executed that certain First Amendment to
 Declaration of Covenants, Conditions and Restrictions for Sand
 Lake Point Unit I (the "First Amendment") on September 27, 1988;

WHEREAS, Declarant executed that certain Second Amendment to
 Declaration of Covenants, Conditions and Restrictions for Sand
 Lake Point Unit I on October 26, 1988 (the "Second Amendment");

WHEREAS, the First Amendment was recorded on October 13, 1988
 in Official Records Book 4022, Page 3097, Public Records of
 Orange County, Florida;

WHEREAS, the Second Amendment was recorded on December 8,
 1988 in Official Records Book 4038, Page 1689, Public Records of
 Orange County, Florida;

WHEREAS, the First Amendment was recorded to clarify that the
 provisions of the Declaration should control and supercede the
 provisions of the First Declaration in all respects;

WHEREAS, the First Declaration and the Declaration submitted
 Sand Lake Point Unit I as recorded in Plat Book 20, Page 69, et.
 seq., Public Records of Orange County, Florida, to the jurisdic-
 tion of the Declaration;

Return to Clerk's Office - O.C.C. - 5th Floor, Co. Admin. Bldg. - Beverly C.

WHEREAS, all the real property described in the Plat of Sand Lake Point Unit III (the "Plat of Sand Lake Point Unit III") is described on Schedule 1 attached hereto and by this reference incorporated herein;

WHEREAS, Article VI, Section 1, of the Declaration states as follows:

At any time prior to January 1, 1994, the additional lands described in Exhibit "B" attached hereto may be annexed, in whole or in part, by Developer and made subject to the governing provisions of this Declaration without the consent of the Class "A" members of the Association. The Properties, buildings and Owners situated upon all or any portion of the lands described in Exhibit "B" attached hereto shall become subject to the provisions of this Declaration upon recording of an appropriate amendment hereto executed by Developer without the consent of Owners. Until such an amendment is so recorded, no provision of this Declaration shall be effective as to all or any portion of the lands described in Exhibit "B" nor shall this Declaration constitute a cloud, doubt, suspicion or encumbrances (sic) on the title of said lands.

WHEREAS, the Declarant is desirous of adding all of the lands described in Schedule 1 appended hereto and subjecting said lands to the jurisdiction and covenants of the Declaration, all as set forth herein.

NOW, THEREFORE, the Declarant, Gulfstream Housing Corp., a Delaware corporation as successor by merger to Bel-Aire Homes, Inc., a Florida corporation, hereby declares as follows:

1. Each and all of the foregoing recitals is acknowledged to be true and correct and is incorporated herein all as set forth above.

2. All of the real property described on Schedule 1 appended hereto is annexed to and subjected to the terms, covenants, conditions and restrictions of the Declaration, as amended.

3. Annexation of the property described on Schedule 1 shall be upon the terms and conditions set forth upon the Plat for Sand Lake Point Unit III. Easements for drainage, egress and ingress, and for the use of public utilities and cable television systems shall be as set forth upon the Plat of Sand Lake Point Unit III.

OR4091FG2190

4. All of the real property as described on the Plat of Sand Lake Point Unit III, less and except lots 209 to 278, inclusive, and less and except that portion of the real property to be dedicated for public use, all shown upon the Plat of Sand Lake Point Unit III, shall be designated as "common area" and owned by the Sand Lake Point Homeowners' Association, Inc., a Florida not-for-profit corporation, which common area shall be defined in the Declaration and subject to the provisions regarding common areas set forth in said Declaration.

5. This Third Amendment to the Declaration shall become effective only upon the recording of this Third Amendment to the Declaration in the Public Records of Orange County, Florida.

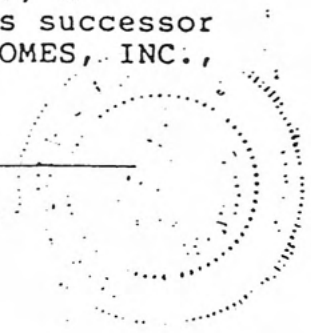
IN WITNESS WHEREOF, the Declarant has caused this Third Amendment to be executed this 22nd day of February, 1989.

GULFSTREAM HOUSING CORP., a Delaware corporation, as successor by merger to BEL-AIRE HOMES, INC., a Florida corporation

By: A. E. Blair

Its Vice President

(CORPORATE SEAL)



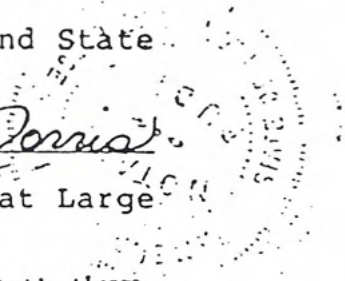
STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, A. E. Blair, as Vice President of GULFSTREAM HOUSING CORP., a Delaware corporation successor by merger to Bel-Aire Homes, Inc., a Florida corporation, to me well known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this 22nd day of February, 1989.

Pamela Morris
Notary Public

State of Florida at Large
My commission expires:



THIS INSTRUMENT PREPARED BY
~~AND RETURN TO:~~
Deborah H. Johnson, Esquire/cep
Broad and Cassel
Maitland Center, Fourth Floor
1051 Winderley Place
Maitland, Florida 32751

Notary Public, State of Florida at Large
My Commission Expires Feb. 19, 1992
Bonded Thru Agent's Notary Brokerage

OR4091FG2191

SCHEDULE 1
SAND LAKE POINT UNIT III

DESCRIPTION:

That part of Section 2, Township 24 South, Range 28 East, Orange County, Florida, being more particularly described as follows:

Commence at the Southeast corner of SAND LAKE POINT UNIT I as recorded in Plat Book 20, Pages 69 through 71 of the Public Records of Orange County, Florida; run N 89°38'09" E along the Easterly projection of the South line of said SAND LAKE POINT UNIT I, for a distance of 1023.01 feet to the Point of Beginning; thence run N 00°21'52" W for a distance of 150.00 feet; thence run N 12°32'11" W for a distance of 118.57 feet; thence run N 01°19'13" E for a distance of 113.59 feet; thence run S 86°32'26" E for a distance of 134.64 feet; thence run S 03°27'35" W for a distance of 20.62 feet; thence run S 86°32'26" E for a distance of 50.00 feet; thence run S 88°41'07" E for a distance of 127.63 feet; thence run N 05°14'03" E for a distance of 163.87 feet; thence run N 05°48'06" E for a distance of 195.11 feet; thence run N 07°33'20" E for a distance of 195.06 feet; thence run N 11°57'23" E for a distance of 162.14 feet; thence run N 19°05'58" E for a distance of 119.47 feet; thence run N 44°15'06" E for a distance of 244.13 feet; thence run N 37°31'25" W for a distance of 245.72 feet; thence run N 86°53'27" W for a distance of 54.53 feet; thence run N 04°36'09" E along a radial line for a distance of 152.52 feet to a point on a curve concave Southwesterly having a radius of 225.00 feet; thence run Southeasterly along the arc of said curve through a central angle of 03°03'32" for a distance of 12.01 feet; thence run N 07°39'41" E for a distance of 50.00 feet; thence run N 24°51'32" E for a distance of 1017.83 feet; thence run N 89°41'49" E along the South line of the North 1/2 of the Southeast 1/4 of the Northwest 1/4 of said Section 2 for a distance of 1167.93 feet to the Southeast corner thereof; thence run S 00°02'52" W along the North South center of section line of said Section 2 for a distance of 2662.20 feet; thence run S 89°38'09" W along the Easterly projection of the aforementioned SAND LAKE POINT UNIT I for a distance of 1154.51 feet to the Point of Beginning.

Containing 54.013 acres more or less.

OR 409 i PG 2192

JOINDER AND CONSENT

OR409162193

CITICORP REAL ESTATE, INC., a Delaware corporation, as principal and as agent, being the owner and holder of that certain Real Estate Mortgage and Security Agreement (Securing a Guaranty) executed as of the 24th day of January, 1986, and recorded in Official Records Book 3744, Page 0058, Public Records of Orange County, Florida; that certain Assignment of Rents and Leases executed as of the 24th day of January, 1986, and recorded in Official Records Book 3744, Page 0101, Public Records of Orange County, Florida; that certain Financing Statement recorded in Official Records Book 3744, Page 0124, Public Records of Orange County, Florida; and that certain Mortgage Spreading Agreement executed September 10, 1986 and recorded October 3, 1986 in Official Records Book 3825, Page 2769, does hereby join in and consent to the foregoing Third Amendment to Declaration of Covenants, Conditions and Restrictions for Sand Lake Point and Schedule 1 attached thereto, and agrees that the lien of said Real Estate Mortgage and Security Agreement (Securing a Guaranty), said Assignment of Rents and Leases, said Financing Statement and said Mortgage Spreading Agreement shall be subject to the provisions of said Third Amendment to Declaration of Covenants, Conditions and Restrictions for Sand Lake Point.

WITNESSES:

CITICORP REAL ESTATE, INC., a Delaware corporation, as principal and as agent

[Signature]
[Signature]

By: Nancy L. Harter
Its Vice President
(CORPORATE SEAL)

STATE OF Florida
COUNTY OF Dade

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, NANCY L. HARTER, as VICE President of CITICORP REAL ESTATE, INC., to me well known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this 16 day of February, 1988.

RECORDED & RECORD VERIFIED
Martha O. Reynier
County Comptroller, Orange Co., FL

[Signature]
Notary Public,
State of Florida at Large
My commission expires:

Add Fee \$ 2.00 Orange County
Doc Tax \$ _____ County Sealer
Int Tax \$ _____ By KLK
Total \$ 15.00 Deputy Clerk

3281463 ORANGE CO. FL.
03:45:00PM 06/22/89

01409162197

FOURTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SAND LAKE POINT UNIT I

THIS FOURTH AMENDMENT, made on the date hereinafter set forth, by GULFSTREAM HOUSING CORP., a Delaware corporation as successor by merger to Bel-Aire Homes, Inc., a Florida corporation, hereinafter referred to as the "Declarant."

W I T N E S S E T H:

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Sand Lake Point Unit I (the "First Declaration") on September 22, 1987;

WHEREAS, the First Declaration was recorded on October 15, 1987 in Official Records Book 3928, Page 3310, et. seq., Public Records of Orange County, Florida;

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Sand Lake Point Unit I on April 8, 1988 (the "Declaration");

WHEREAS, the Declaration was recorded on April 11, 1988 in Official Records Book 3971, Page 4218, et. seq., Public Records of Orange County, Florida;

WHEREAS, Declarant executed that certain First Amendment to Declaration of Covenants, Conditions and Restrictions for Sand Lake Point Unit I (the "First Amendment") on September 27, 1988;

WHEREAS, the First Amendment was recorded on October 13, 1988 in Official Records Book 4022, Page 3097, Public Records of Orange County, Florida;

WHEREAS, Declarant executed that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Sand Lake Point Unit II on October 26, 1988 (the "Second Amendment");

WHEREAS, the Second Amendment was recorded on December 8, 1988 in Official Records Book 4038, Page 1689, Public Records of Orange County, Florida;

WHEREAS, Declarant executed that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Sand Lake Point Unit I on February 22, 1989 (the "Second Amendment");

WHEREAS, the Third Amendment was recorded on June 22, 1989 in Official Records Book 4091, Page 2189, Public Records of Orange County, Florida;

in to Clerk's Office

WHEREAS, the First Declaration and the Declaration submitted Sand Lake Point Unit I as recorded in Plat Book 20, Page 69, et. seq., Public Records of Orange County, Florida, to the jurisdiction of the Declaration;

WHEREAS, the First Amendment was recorded to clarify that the provisions of the Declaration should control and supercede the provisions of the First Declaration in all respects;

WHEREAS, the Second Amendment submitted Sand Lake Point Unit II as recorded in Plat Book 22, Page 94, et. seq., Public Records of Orange County, Florida, to the jurisdiction of the Declaration;

WHEREAS, the Third Amendment submitted Sand Lake Point Unit III as recorded in Plat Book 23, Page 114, et. seq., Public Records of Orange County, Florida, to the jurisdiction of the Declaration;

WHEREAS, Lots 255 through 278, as described in the Plat of Sand Lake Point Unit III (the "Plat of Sand Lake Point Unit III"), border upon a lake area (the "Lake Lots");

WHEREAS, Orange County is requiring the owners of the Lake Lots to maintain an environmental swale on said lots, all as set forth herein.

NOW, THEREFORE, the Declarant, Gulfstream Housing Corp., a Delaware corporation as successor by merger to Bel-Aire Homes, Inc., a Florida corporation, hereby declares as follows:

1. Each and all of the foregoing recitals is acknowledged to be true and correct and is incorporated herein all as set forth above.
2. The owners of Lots 255 through 278, as described in the Plat of Sand Lake Point Unit III, shall be responsible for maintaining the reverse environmental swales, located at approximately the 94.0 foot elevation on the Lake Lots, as originally constructed by the Declarant;
3. This Fourth Amendment to the Declaration shall become effective only upon the recording of this Fourth Amendment to the Declaration in the Public Records of Orange County, Florida.

OR4091FG2198

IN WITNESS WHEREOF, the Declarant has caused this Fourth Amendment to be executed this 10th day of MAY, 1989.

GULFSTREAM HOUSING CORP., a Delaware corporation, as successor by merger to BEL-AIRE HOMES, INC., a Florida corporation

By: *A. E. Blair*

Its VICE President

(CORPORATE SEAL)



STATE OF FLORIDA
COUNTY OF SEMINOLE

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, A. E. BLAIR, as VICE President of GULFSTREAM HOUSING CORP., a Delaware corporation successor by merger to Bel-Aire Homes, Inc., a Florida corporation, to me well known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid, this 10th day of MAY, 1989.

Robert S. T...

Notary Public
State of Florida at Large
My commission expires:



THIS INSTRUMENT PREPARED BY

~~AND RETURN TO:~~

Deborah H. Johnson, Esquire/cep
Broad and Cassel
Maitland Center, Fourth Floor
1051 Winderley Place
Maitland, Florida 32751

Notary Public
My Commission Expires

RECORDED & RECORD VERIFIED

Martha A. ...
County Comptroller, Orange Co., FL

OR 4091FG2199

MARGARET T. WALLER

ID:407-932-4426

MAY 05 '93

01:47 No.005 P.02

FIFTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SAND LAKE POINT

Orange Co FL 4557820
04/11/93 11:36:09 AM
OR Bk 4603 Pg 230A
Rec 24.00

THIS AMENDMENT, made on the date hereinafter set forth, by DEVELOPMENT & CONSTRUCTION, INC., a Florida corporation, hereinafter referred to as the "Declarant."

WITNESSETH:

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Sand Lake Point Unit 1 (the "First Declaration") on September 22, 1987;

WHEREAS, the First Declaration was recorded on October 15, 1987 in Official Records Book 3928, Page 3310, et seq., Public Records of Orange County, Florida;

WHEREAS, Declarant executed that certain Declaration of Covenants, Conditions and Restrictions for Sand Lake Point Unit 1 on April 8, 1988 (the "Declaration");

WHEREAS, the Declaration was recorded on April 11, 1988 in Official Records Book 3971, Page 4218, et seq., Public Records of Orange County, Florida;

WHEREAS, Declarant executed that First Amendment to Declaration of Covenants, Conditions and Restrictions for Sand Lake Point Unit I (the "First Amendment") on September 27, 1988;

WHEREAS, Declarant executed that certain Second Amendment to Declaration of Covenants, Conditions and Restrictions for Sand Lake Point Unit I on October 26, 1988 (the "Second Amendment");

WHEREAS, Declarant executed that certain Third Amendment to Declaration of Covenants, Conditions and Restrictions for Sand Lake Point Unit I on February 22, 1989 (the "Third Amendment");

WHEREAS, Declarant executed that certain Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Sand Lake Point Unit I on May 10, 1989;

WHEREAS, the First Amendment was recorded on October 13, 1988 in Official Records Book 4022, Page 3097, Public Records of Orange County, Florida;

Prepared by and Return to:
MARCIA K. TOMPKINS, ESQUIRE
230 East Monument Ave., Suite B
Kissimmee, FL 34741

RETURN TO:
M. K. SNOWE
PLANNING DEPT.

ORIGINAL RECEIVED IN RECORDS MANAGEMENT DEPARTMENT AS IS

ID:407-932-4426

MAY 25 '93

0:45 No.002 P.03

OR BK 4603 Pg. 2309
Orange Co FL 4557820

WHEREAS, the Second Amendment was recorded on December 8, 1988 in Official Records Book 4038, Page 1689, Public Records of Orange County, Florida;

WHEREAS, the Third Amendment was recorded on June 22, 1989 in Official Records Book 4091, Page 2189, Public Records of Orange County, Florida;

WHEREAS, the Fourth Amendment was recorded on June 22, 1989 in Official Records Book 4091, Page 2197, Public Records of Orange County, Florida;

WHEREAS, the First Amendment was recorded to clarify that the provisions of the Declaration should control and supersede the provisions of the First Declaration in all respects;

WHEREAS, all the real property described in the Plat of Sand Lake Point Unit IV (the "Plat of Sand Lake Point Unit IV") is described on Schedule 1 attached hereto and by this reference incorporated herein;

WHEREAS, Article VI, Section 1, of the Declaration states as follows:

At any time prior to January 1, 1994, the additional lands described in Exhibit "B" attached hereto may be annexed, in whole or in part, by Developer and made subject to the governing provisions of this Declaration without the consent of the Class "A" members of the Association. The Properties, buildings and Owners situated upon all or any portion of the lands described in Exhibit "B" attached hereto shall become subject to the provisions of this Declaration upon recording of an appropriate amendment hereto executed by Developer without the consent of Owners. Until such an amendment is so recorded, no provision of this Declaration shall be effective as to all or any portion of the lands described in Exhibit "B" nor shall this Declaration constitute a cloud, doubt, suspicion or encumbrances (sic) on the title of said lands.

WHEREAS, the Declarant is desirous of adding all of the lands described in Schedule 1 appended hereto and subjecting said lands to the jurisdiction and covenants of the Declaration, all as set forth herein.

WHEREAS, Lots 279 through 289, inclusive, as described in the Plat of Sand Lake Point Unit IV border upon a lake area (the "Lake Lots");

ID:407-932-4426

DEC 13 '93

0142 NO.005 P.04

OR BK 4603 Pg 2310
Orange Co FL 4557820

WHEREAS, Orange County is requiring the owners of the Lake Lots to maintain an environmental swale on said lots, all as set forth herein.

NOW, THEREFORE, the Declarant, DEVELOPMENT & CONSTRUCTION, INC., a Florida corporation, hereby declares as follows:

1. Each and all of the foregoing recitals is acknowledged to be true and correct and is incorporated herein all as set forth above.

2. All of the real property described on Schedule 1 appended hereto is annexed to and subjected to the terms, covenants, conditions and restrictions of the Declaration, as amended.

3. Annexation of the property described on Schedule 1 shall be upon the terms and conditions set forth upon the Plat for Sand Lake Point Unit IV. Easements for drainage, egress and ingress and for the use of public utilities and cable television systems shall be as set forth upon the Plat of Sand Lake Point Unit IV.

4. All of the real property described on the Plat of Sand Lake Point Unit IV, less and except lots 279 through 409, inclusive, and less and except that portion of the real property to be dedicated for public use, all shown upon the Plat of Sand Lake Point Unit IV, shall be designated as "common area" and owned by the Sand Lake Point Homeowners' Association, Inc., a Florida not-for-profit corporation, which common area shall be defined in the Declaration and subject to the provisions regarding common areas set forth in said Declaration.

5. The owners of Lots 279 through 289, inclusive, as described in the Plat of Sand Lake Point Unit IV, shall be responsible for maintaining the reverse environmental swales, located at approximately the 94.0 foot elevation on the Lake Lots, as originally constructed by the Declarant.

6. This Fifth Amendment to the Declaration shall become effective only upon the recording of this Fifth Amendment to the Declaration in the Public Records of Orange County, Florida.

IN WITNESS WHEREOF, the Declarant has caused this Fifth Amendment to be executed this 6th day of May, 1993.

DEVELOPMENT & CONSTRUCTION, INC.
861 DOUGLAS AVE.
ALTA MOUNTAIN SPRINGS, FL 32714

By: Roy T. Dye
Roy T. Dye, President

ORIGINAL RECEIVED IN RECORDS MANAGEMENT DEPARTMENT AS IS

10:407-932-4426

MAY 06 '93

0:43 No.002 P.05

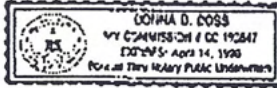
STATE OF FLORIDA
COUNTY OF SEMINOLE

DR Bk 4603 Pg 2311
Orange Co FL 4557820

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Roy T. Dye, as President of DEVELOPMENT & CONSTRUCTION, INC., a Florida corporation, to me well known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same for the purposes therein expressed. He is personally known to me / ~~produced~~ ~~as-identification~~. He ~~did~~ did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid, this 6th day of May, 1993.

Print Name: Donna D. Doss
Notary Public, State of Florida
My Commission Expires: 04-14-96



ORIGINAL RECEIVED IN RECORDS MANAGEMENT DEPARTMENT AS IS.

MARGARET T. WALLER

OFF

10:407-932-4426

MAY 08 '03

0143 No.002 P.06

OR BK 4603 Pg 212
Orange Co FL 4557820

SCHEDULE 1

LOTS 279 THROUGH 409, INCLUSIVE, SAND LAKE POINT UNIT IV,
ACCORDING THE PLAT THEREOF AS RECORDED IN PLAT BOOK 31
PAGE 105-109 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

ORIGINAL RECEIVED IN RECORDS MANAGEMENT DEPARTMENT AS IS.

RECORDED & INDEXED
MAY 13 2003
COUNTY CLERK, ORANGE COUNTY, FLORIDA

Prepared by and return to:
Marcia K Tompkins
1637 E. Vine Street
Kissimmee, Fl 34744

Orange Co FL 5628626
052396 02:50:58pm
DR Bk 5063 Pg 2881
Rec 51.00

**SIXTH AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
SAND LAKE POINT**

THIS AMENDMENT, is made on the date hereinafter set forth, by SAND LAKE POINT HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, hereinafter referred to as the "ASSOCIATION" and DEVELOPMENT & CONSTRUCTION, INC. hereinafter referred to as the "UNIT V OWNER".

W I T N E S S E T H:

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Sand Lake Point Unit I (the "First Declaration") was executed on September 22, 1987 and recorded on October 15, 1987 in Official Records Book 3928, Page 3310, et. seq., of the Public Records of Orange County, Florida.

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Sand Lake Point Unit I was executed on April 8, 1988 (the "Declaration") and recorded on April 11, 1988 in the Official Records Book 3971, Page 4218, et. seq., of the Public Records of Orange County, Florida.

WHEREAS, the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Sand Lake Point Unit I was executed on September 27, 1988 and recorded on October 13, 1988 in the Official Records Book 4022, Page 3097, of the Public Records of Orange County, Florida,

WHEREAS, the Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Sand Lake Point was executed on October 26, 1988 and recorded on December 8, 1988 in the Official Records Book 4038, Page 1689, of the Public Records of Orange County, Florida.

WHEREAS, the Third Amendment to Declaration of Covenants, Conditions and Restrictions for Sand Lake Point was executed on February 22, 1989 and recorded on June 22, 1989 of Official Records Book 4091, Page 2189, of the Public Records of Orange County, Florida.

WHEREAS, the Fourth Amendment to Declaration of Covenants, Conditions and Restrictions for Sand Lake Point was executed on May 10, 1989 and recorded on June 22, 1989 in Official Records Book 4091, Page 2197, of the Public Records of Orange County, Florida.

WHEREAS, the Fifth Amendment to Declaration of Covenants, Conditions and Restrictions for Sand Lake Point was executed on May 6, 1993 and recorded on August 11, 1993 in Official Records Book 4603, Page 2308 of the Public Records of Orange County, Florida.

WHEREAS, Article VI, Section 3, of the Declaration provides that the association has the right to annex additional land into the Association by vote of the Association members as set forth in Article VI together with recordation of an amendment to the Declaration which is executed by the Association and all the owners of the land to be annexed.

WHEREAS, the Association and the Unit V Owner desire to annex into the membership of the Association and subject to the covenants, conditions, and restrictions of the Declaration and all amendments thereto that real property legally described as Lot 1 through 37, inclusive, and Tract B, Sand Lake Point Unit V, according to the Plat thereof as recorded in Plat Book 36 Pages 58, of the Public Records of Orange County, Florida hereinafter referred to as "Unit V".

NOW THEREFORE, the Association and the Unit V Owner hereby declare as follows:

1. All of the foregoing recitals are acknowledged to be true and correct and are incorporated herein all as set forth above.

ANNEXATION OF UNIT V

2. That real property legally described as Lots 1 through 37, inclusive, and Tract B, Sand Lake Point Unit V according to the Plat thereof, as recorded in Plat Book _____, Pages _____, of the Public Records of Orange County, Florida (the "Plat") is hereby annexed into the Association and subjected to the terms, covenants, conditions and restrictions of the Declaration, as amended.

3. Annexation of Unit V is subject to the terms and conditions set forth upon the Plat for Sand Lake Point Unit V. Easements for drainage, conservation, and for the use of public utilities and cable television systems shall be as set forth upon the Plat of Sand Lake Point Unit V.

QR Bk 5063 Pg 2882
Orange Co FL 5628626

COMMON AREA

4. That real property legally described on the Plat of Sand Lake Point Unit V, as Tract B shall be designated as "common area" and owned by the Sand Lake Point Homeowners Association, Inc., a Florida non-for-profit corporation, which common area shall be defined in the Declaration and subject to the provisions regarding common areas set forth in said Declaration. Tract A and Tract C as shown on the Unit V Plat have been dedicated to Orange County, Florida.

CONSERVATION EASEMENT

5. Tract B and portions of Lots 21 through 27, inclusive, Sand Lake Point Unit V, as shown on the Unit V Plat, are subject to the terms, conditions, restrictions, and purposes set forth in that Conservation Easement recorded on August 31, 1995, in Official Records Book 4938 at Page 3706 and re-recorded November 15, 1995 in Official Records Book 4974 at Page 3832 of the Public Records of Orange County, Florida ("Conservation Easement"). Said Conservation Easement is attached hereto as Exhibit A.

Development rights to Tract B and the Conservation Easement are dedicated to Orange County, Florida. No construction, clearing, grading or alteration of Tract B is permitted without prior approval of Orange County and/or all other applicable jurisdictional agencies.

Access to Lake Crowell. The owners of Lots 21, 22, and 23, Sand Lake Point Unit V shall be allowed to have access to Lake Crowell across that portion of the Unit V Conservation Easement which crosses his/her lot, subject to the requirements set forth in the Conservation Easement. Access through the Unit V Conservation Easement may also consist of an elevated boardwalk. Access as discussed herein is access for the owners of Lots 21, 22 and 23 Sand Lake Point Unit V across that portion of the Unit V Conservation Easement located on that specific owner's property. Nothing herein grants access to other owners in the subdivision or the general public nor does this section create cross easements among the three lake lots.

WALL AND LANDSCAPE EASEMENT

6. A wall and landscape easement as shown on the Plat of Sand Lake Point Unit V across the rear of Lots 1 through 11, inclusive, and the side of Lot 27, and across the entry corners of Lots 1 and 27 has been granted to the Association as reflected on the Plat for the purpose of maintenance of the wall, grass and landscape area within the easement area.

FLOOD PLAIN

7. 101.5 Contour Line. The flood plain is that area lying below the 101.5 elevation contour line. An Owner may not fill any portion of any Lot lying below the 101.5 elevation contour line without compensating for said filling by providing compensation storage to be contained wholly on said Lot. Any filling will require the prior approval of Orange County if required by applicable county ordinances.

OR Bk 5063 Pg 2883
Orange Co FL 5628626

ENFORCEMENT

8. Enforcement. The Association shall be empowered to enforce these restrictions for the benefit of the SFWMD and/or the Association shall have the right to assign its enforcement rights to SFWMD.

EFFECTIVE DATE

9. This Sixth Amendment to the Declaration shall become effective when all of the following conditions are satisfied:

a. Approval of the Plat for Sand Lake Point Unit V by the Orange County Board of County Commissioners.

b. Recordation of the Plat for Sand Lake Point Unit V, in the public Records of Orange County, Florida

10. Association dues from the Unit V Owner shall not be due and payable until the effective date.

11. No later than 30 days following the effective date, the Unit V Owner will deliver to the Association a recorded Deed of Conveyance of Tract B, Sand Lake Point Unit V, which title will be free of liens or monetary encumbrances.

12. The Unit V owner shall insure that form #0920 is filed with and approved by the South Florida Water Management District reflecting that Orange County is the Operating Entity under SFWMD Permit #48-003707-S.

OR Bk 5063 Pg 2884
Orange Co FL 5628626

IN WITNESS WHEREOF, the Association and the Unit V Owner have caused this Sixth Amendment to be executed this 7th day of May 1996.

WITNESSED BY:

Dona Wiley
Print Name: Dona Wiley

Twada King
Print Name: Twada King

AS TO THE ASSOCIATION:

SAND LAKE POINT HOMEOWNERS
ASSOCIATION, INC.

BY: Donald H. Brandon
PRESIDENT
10065 Brandon Circle
Orlando, Florida 32836

Donna D. Doss
Print Name: Donna D. Doss

Diane Keene
Print Name: Diane Keene

STATE OF FLORIDA
COUNTY OF ORANGE

AS TO THE UNIT V OWNER:

DEVELOPMENT & CONSTRUCTION,
INC.

BY: Roy T. Dye
ROY T. DYE, PRESIDENT
2277 Lee Road, Suite 200-East
Winter Park, Florida 32789

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Roy T. Dye, as President of Development & Construction, Inc., a Florida corporation, and who executed the foregoing instrument before me and acknowledged before me that he executed the same for the purposes therein expressed. He is personally known to me or produced _____ as identification. He did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid, this 10th day of May, 1996.



Donna D. Doss
Print Name: Donna D. Doss
Notary Public, State of Florida
My Commission Expires: 4-14-00

STATE OF FLORIDA
COUNTY OF ORANGE

OR Bk 5063 Pg 2885
Orange Co FL 5628626

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, DAVID A. BRADY, as President of Sand Lake Point Homeowners Association, Inc., a Florida not-for-profit corporation, and who executed the foregoing instrument before me and acknowledged before me that he executed the same for the purposes therein expressed. He is personally known to me or produced _____ as identification. He did/did not take an oath.

WITNESS my hand and official seal in the County and State last aforesaid, this 7th day of May, 1996.



JENNIFER FELL
My Commission CC697002
Expires Nov. 07, 1999

Jennifer Fell
Print Name: JENNIFER FELL
Notary Public, State of Florida
My Commission Expires: 11/99

EXHIBIT A

Orange Co FL 5340468
08/31/95 03:09:11 pm
OR Bk 4938 Pg 3706
Rec 28.50 DSC .70

DEED OF CONSERVATION EASEMENT OR Bk 5063 Pg 2886
Orange Co FL 5628626

THIS DEED OF CONSERVATION EASEMENT is given this 22nd day of August, 1995, by Development & Construction, Inc., a Florida corporation, 2277 Lee Road, Suite 200-East, Winter Park, Florida 32789 ("Grantor") to the South Florida Water Management District ("Grantee"). As used herein, the term Grantor shall include any successor or assignee of the Grantor, and the term Grantee shall include any successor or assignee of Grantee.

WITNESSETH

Orange Co FL 5420449
11-15-95 03:02:30 pm
OR Bk 4938 Pg 3706
Rec 20.50

WHEREAS, the Grantor is the owner of certain lands situated in Orange County, Florida, and more specifically described in Exhibit A attached hereto and incorporated herein by reference ("Property"); and

WHEREAS, the Grantor desires to construct Sand Lake Point, Unit V ("Project") at a site in Orange County, which is subject to the regulatory jurisdiction of South Florida Water Management District ("District"); and

WHEREAS, District modification to Permit and Stormwater Discharge Certificate Number 48-00307-S ("Permit") authorizes activities which affect surface waters in or of the State of Florida; and

WHEREAS, this Permit requires the Grantor preserve and/or mitigate wetlands under the District's jurisdiction; and

WHEREAS, the Grantor will develop and has proposed as part of the permit conditions a conservation tract involving preservation of certain wetlands and/or upland systems on the Property; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit is agreeable to granting and securing to the Grantee a perpetual conservation easement as defined in Section 704.06, Florida Statutes (1993), over the Property.

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, Grantor hereby grants, creates, and establishes a perpetual conservation easement for the Grantee upon the Property which shall run with the land and be binding upon the Grantor, its heirs, successors and assigns ("hereinafter Grantor"), and shall remain in full force and effect forever.

PREPARED BY AND RETURN TO:
Marcia Tompkins, Esq.
1637 E. Vine St.
Kissimmee, Fl. 34744

THIS DOCUMENT IS BEING
RE-RECORDED TO INSERT DATE
ON PAGE 1 THAT WAS PREVIOUSLY
OMITTED.

The scope, nature and character of the conservation easement shall be as follows:

1. It is the purpose of the conservation easement to retain land or water areas in their natural, scenic, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife.

To carry out this purpose, the following rights are conveyed to Grantee by this easement:

- a. To enter upon the Property at reasonable times to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Property by Grantor at the time of such entry; and
- b. To enjoin any activity on or use of the Property that is inconsistent with this conservation easement and to enforce the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

2. The following activities are prohibited in or on the Property:

- a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

- b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

- c. Removal or destruction of trees, shrubs, or other vegetation, except for the removal of exotic vegetation in accordance with a District approved maintenance plan;

DR Bk 5063 Pg 2887
Orange Co FL 5628626

- d. Excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface;

- e. Surface use except for purposes that permit the land or water area to remain in its natural condition;

- f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation;

- g. Acts or users detrimental to such aforementioned retention of land or water areas;

DR Bk 4974 Pg 323223
Orange Co FL 5425449

3. Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein.

4. Reservation of Riparian Rights. The following rights are specifically reserved to the Grantor, its heirs, successors and assigns:

a. The Grantor may conduct limited land clearing for the purpose of constructing boat docks and their adjoining boardwalks.

b. Any plans for the construction of boardwalks and boat docks shall be submitted to the District for review and approval prior to any construction. Grantor shall minimize and avoid, to the fullest extent possible, impact to any wetland or buffer areas within the Conservation Easement Area. This reservation does not relieve the Grantor from obtaining any necessary federal, state or local government permit authorizations for these activities.

OR Bk 5063 Pg 2888
Orange Co FL 5628626

c. Since there are navigable waters adjacent to the conservation area, boats and other similar surface uses are permissible within the navigable areas of the conservation area.

5. No right of access by the general public to any portion of the Property is conveyed by this conservation easement.

6. Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep and maintenance of the property.

7. Grantor shall pay any and all real property taxes and assessments levied by competent authority on the Property.

8. Any costs incurred in enforcing, judicially or otherwise, the terms and restrictions of this conservation easement shall be borne by and recoverable against the non-prevailing party in such proceedings.

9. Enforcement of the terms and provisions of the conservation easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder.

10. Grantee will hold this conservation easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under the conservation easement except to another organization qualified to hold such interests under the applicable state laws.

OR Bk 4974 Pg 3134
Orange Co FL 5425449

OR Bk 4938 Pg 3708
Orange Co FL 5340458

11. If any provision of this conservation easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this conservation easement shall not be affected thereby, as long as the purpose of the conservation easement is preserved.

12. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. This conservation easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns and successors-in-interest; which shall be filed in the Public Records of Orange County.

OR Bk 5063 Pg 2889
Orange Co FL 5628626

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever. The covenants, terms, conditions, restrictions and purpose imposed with this conservation easement shall not only be binding upon Grantor, but also its agents, heirs, successors and assigns, and shall continue as a servitude running in perpetuity with the Property.

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said property in fee simple; that Grantor has good right and lawful authority to convey this conservation easement; and that it hereby fully warrants and defends the title to the conservation easement hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Roy T. Dye, as President of Development & Construction, Inc., has herunto set his authorized hand this 22nd day of August, 1995.

OR Bk 4937 Pg 3709
Orange Co FL 5625449

Signed, sealed and delivered
in our presence as witnesses:

Development & Construction, Inc.,
a Florida corporation

Donna D. Doss

Print Name: Donna D. Doss

Noelle M. Stokes

Print Name: Noelle M. Stokes

By: Roy T. Dye
Print Name: Roy T. Dye
Title: President

1637 E. Vine St.

Kissimmee FL 347X4

OR Bk 4938 Pg 3709
Orange Co FL 5340468

STATE OF FLORIDA)
COUNTY OF ORANGE)

OR Bk 4938 Pg 3710
Orange Co FL 5340468

On this 22nd day of August, 1995 before me, the undersigned notary public, personally appeared ROY T. DYE, personally known to me to be the person who subscribed to the foregoing instrument and did not take an oath, as the President, of Development & Construction, Inc., a Florida corporation, and acknowledged that he executed the same on behalf of said corporation and that he was duly authorized to do so.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Donna D. Doss

Notary Public, State of Florida

Print Name: Donna D. Doss

My Commission Expires: April 14, 1996



South Florida Water Management District

Legal Form Approved: _____

Date: _____

OR Bk 4974 Pg 3836
Orange Co FL 5425449

OR Bk 5063 Pg 2890
Orange Co FL 5628626

Exhibit A
CONSERVATION EASEMENT

DESCRIPTION:

That part of Section 3, Township 24 South, Range 28 East, Orange County, Florida, described as follows:

Commence at the Southeast corner of the Southeast 1/4 of Section 3, Township 24 South, Range 28 East and run N 89°51'46" W along the South line of said Southeast 1/4 for a distance 925.67 feet to the POINT OF BEGINNING; thence continue N 89°51'46" W along said South line for a distance of 313.10 feet; thence run N 00°03'44" W along the East line of the West 75.00 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 3 for a distance of 303.46 feet; thence run N 89°56'30" E for a distance of 99.84 feet; thence run N 24°28'34" E for a distance of 99.36 feet; thence run N 15°09'42" E for a distance of 160.12 feet; thence run N 05°06'35" E for a distance of 65.38 feet to the South Right-of-Way line of Darlene Drive (a 60' R/W); thence run N 89°38'09" E along said Right-of-Way line for a distance of 78.65 feet; thence run S 23°05'31" E for a distance of 44.51 feet; thence run S 09°20'27" W for a distance of 34.90 feet; thence run S 09°25'07" W for a distance of 39.99 feet; thence run S 05°37'51" W for a distance of 49.30 feet; thence run S 52°23'33" E for a distance of 16.44 feet; thence run S 11°27'04" W for a distance of 66.29 feet; thence run S 00°08'14" W for a distance of 75.00 feet; thence run S 21°14'56" W for a distance of 80.40 feet; thence run S 03°34'27" E for a distance of 136.99 feet; thence run S 36°41'26" E for a distance of 111.43 feet to the POINT OF BEGINNING.

Containing 2.632 acres more or less and being subject to any rights-of-way, restrictions and easements of record.

OR Bk 4974 Pg 3137
Orange Co FL 5425449

Record Verified - Martha D. Haynie

OR Bk 4938 Pg 3711
Orange Co FL 5340468

Record Verified - Martha D. Haynie

OR Bk 5063 Pg 2891
Orange Co FL 5628626

Recorded - Martha D. Haynie



This instrument prepared by:

INSTR 20060604954
OR BK 08858 PG 4260 PGS=3
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
09/14/2006 08:10:15 AM
REC FEE 27.00



Paul L. Wean, Esquire
WEAN & MALCHOW, P.A.
646 East Colonial Drive
Orlando, Florida 32803

**CERTIFICATE OF APPROVAL OF AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SAND LAKE
POINT UNIT I**

The undersigned authorities hereby certify that the unit owner members and the Board of Directors of Sand Lake Point Homeowners Association, Inc. have duly adopted the attached amendment to the Declaration of Covenants, Conditions and Restrictions for Sand Lake Point Unit I as originally recorded in the Public Records of Orange County at Official Record Book 3971, Page 4218.

The attached amendment was approved in accordance with Article X, Section 3 of the "Declaration of Covenants Conditions and Restrictions for Sand Lake Point Unit I" (governing amendments thereto) and section 617.0701(4), Fla. Stat. by at least three hundred ninety-eight (398) of four hundred thirty-six (436) total Members, representing at least ninety (90%) percent of all Members of the Association, who executed a written consent without a meeting, accumulated between May 30, 2006 and July 28, 2006.

Witness our hands and seals this 1st day of SEPTEMBER, 2006.

ATTEST:

"SAND LAKE POINT HOMEOWNERS ASSOCIATION,
INC."

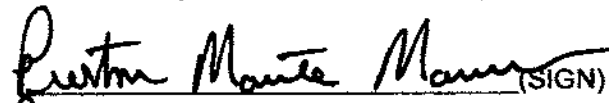

Russell Kirsch, Secretary

By 
Gayle Blackert, President

STATE OF FLORIDA :
COUNTY OF ORANGE:

Before me, the undersigned authority, personally appeared Gayle Blackert and Russell Kirsch, to me personally known to be the President and Secretary, respectively, of Sand Lake Point Homeowners Association, Inc., or having produced FL DL as identification and did/did not take an oath, and they severally acknowledged before me that they freely and voluntarily executed the same as such officers, under authority vested in them by said Association.

Witness my hand and official seal in the State and County last aforesaid, this 1 day of Sept., 2006

 (SIGN)
PRESTON MONTE MORROW (PRINT)
Notary Public, State of Florida at Large

My Commission Expires



**PROPOSED AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SAND LAKE POINT UNIT I**

Proposed additions shown in **bold underlining**

Proposed deletions shown in ~~strikeouts~~

Omitted but unaffected provisions are represented by * * *

* * *

ARTICLE II

PROPERTY RIGHTS

* * *

Section 20. Docks and Boathouses. No dock or boathouse shall be constructed on a lakefront Lot or on or over State-owned lands or waters adjacent or contiguous to a lakefront Lot unless the plans and specifications therefor are first approved in writing by the ARC, and, only then, If such dock or boathouse shall be in compliance with the following requirements, to wit:

(a) A permit or permits for any such dock or boathouse and any dredging or filling required in connection with its construction shall have first been issued, if otherwise required, by governmental authorities as shall have jurisdiction over the construction of such docks or boathouses, if any.

(b) Only one (1) dock or boathouse shall be permitted for each lakefront Lot, or combination of lakefront Lots owned in common and developed and improved as a single unified home site.

(c) All docks and boathouses shall project into the water approximately perpendicular to the shoreline, and all construction shall be at right angles to such projection.

(d) All docks and boathouses shall be set back at least one (1) foot from a side Lot line.

(e) All docks and boathouses shall not extend over forty (40) feet into the water as measured from the normal high water line of the particular lake involved, unless unusual shallow water (assuming water level is at established ordinary high water elevation) or other environmental considerations shall otherwise dictate.

(f) The total area of the dock or boathouse or combination dock and boathouse (including portions thereof over land and water) shall not exceed seven hundred fifty (750) square feet; It being expressly provided, however, that a variance of such square footage requirement may be granted by the ARC if shallow water or environmental considerations dictate that the dock or boathouse project more than forty (40) feet into the water, in which event, In addition to the foregoing square footage, additional square footage may be permitted to accommodate a wooden walkway or dock extension not exceeding four (4) feet in width

times the length required in order to accommodate such shallow water or environmental considerations.

(g) No boathouse shall exceed twelve (12) feet in height at the highest point of the boathouse roof as measured from the ~~normal~~ high water elevation of the lake involved. No railings shall be constructed above such twelve (12) foot elevation.

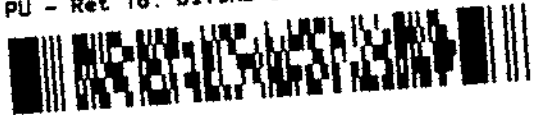
(h) No dock or deck shall exceed two (2) feet in height over the water as measured from the ~~ordinary~~ high water elevation of the lake involved.

* * *

Prepared by:

The Board of Directors
May 2, 2006

THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:
ASIMA M. AZAM, ESQUIRE
Divine & Estes, P.A.
Post Office Box 3629
Orlando, Florida 32802-3629
File No. 2086-2



**CERTIFICATE OF AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR SAND LAKE POINT UNIT I**

The undersigned officers of the SAND LAKE POINT UNIT I HOMEOWNER'S ASSOCIATION, INC., a Florida non-profit corporation, organized and existing for purposes of maintaining the Sand Lake Point Unit I community, according to the Declaration of Covenants, Conditions and Restrictions for Sand Lake Point Unit I dated April 6, 1988, and recorded on April 11, 1988, in OR Book 3971 Page 4218, in the Public Records of Orange County, Florida, as subsequently amended, hereby certify and confirm that the Eighth Amendment to Declaration set forth below was approved by at least 75% of the total Association membership, executing consents in favor of same between September 1, 2011 and October 1, 2011.

**EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS FOR SAND LAKE POINT UNIT I**

This EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SAND LAKE POINT UNIT I ("Eighth Amendment") is made this 21 day of October, 2011, by the SAND LAKE POINT UNIT I HOMEOWNER'S ASSOCIATION, INC., a Florida non-profit corporation ("Association").

R E C I T A L S:

WHEREAS, the Association desires to amend the Declaration of Covenants, Conditions and Restrictions for Sand Lake Point Unit I, dated April 6, 1988, and recorded on April 11, 1988, in OR Book 3971 Page 4218, in the Public Records of Orange County, Florida, as subsequently amended by that certain First Amendment to Declaration recorded on October 13, 1988 in OR Book 4022, Page 3097, in the Public Records of Orange County, Florida; as further amended by that certain Second Amendment to Declaration recorded on December 8, 1988 in OR Book 4038, Page 1689; as further amended by that certain Third Amendment to Declaration recorded on June 22, 1989 in OR Book 4091, page 2189; as further amended by that certain Fourth Amendment to Declaration recorded on June 22, 1989 in OR Book 4091, Page 2197; as further amended by that certain Fifth Amendment to Declaration recorded on August 11, 1993 in OR Book 4603, Page 2308, as further amended by that certain Sixth Amendment to Declaration recorded on May 23, 1996 in OR Book 5063, Page 2881, as further amended by that certain Seventh Amendment to Declaration recorded on September 14, 2006 in OR Book 08858, Page 4260, all in the Public Records of Orange County, Florida (collectively the "Declaration"); and

WHEREAS, Article X, Section 3 of the Declaration, provides that the Declaration may be amended by an instrument signed by not less than seventy-five (75%) percent of the Lot owners in Sand Lake Pointe Unit I; and

WHEREAS, in accordance with Section 617.0701(4), Florida Statutes, between September 1, 2011 and October 1, 2011, the Association collected written consents from not less than 75% of the owners in favor of this Eighth Amendment; and

WHEREAS, the purpose of this Amendment is to increase the permitted maximum square footage of docks in Sand Lake Point Unit I; and

WHEREAS, the Association desires to amend the Declaration as set forth herein.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in this Amendment and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged, the Declaration is hereby amended as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated into and form a part of this Amendment.

2. **Definitions**. The definitions set forth in the Declaration are hereby incorporated herein by reference and restated as if fully set forth herein.

3. **Amendments**.

(a) Article II, PROPERTY RIGHTS, Section 20 Docks and Boathouses, Subsection (f) is hereby amended as follows:

(f) The total area of the dock or boathouse or combination dock and boathouse (including portions thereof over land and water) shall not exceed ~~seven hundred fifty (750)~~ one thousand (1000) square feet; It being expressly provided, however, that a variance of such square footage requirement may be granted by the ARC if shallow water or environmental conditions dictate that the dock or boathouse project more than forty (40) feet into the water, in which event, in addition to the foregoing square footage, additional square footage may be permitted to accommodate a walkway or dock extension not exceeding (4) feet in width times the length required in order to accommodate such shallow water or environmental conditions

4. Except as expressly amended above, all other provisions of Article II, PROPERTY RIGHTS, Section 20 Docks and Boathouses, shall remain unchanged and in full force and effect.

Executed this 21 day of October 2011.

Signed, sealed and delivered in the presence of:

ASSOCIATION:

**SAND LAKE POINT
HOMEOWNER'S ASSOCIATION,
INC.,** a Florida non profit corporation

Jamie Lara
Print Name: Jamie Lara
Susan Cardenas
Print Name: SUSAN CARDENAS

By: Joseph Georganna
President

Signed, sealed and delivered in the presence of:

Susan Cardenas
Print Name: SUSAN CARDENAS
Jamie Lara
Print Name: Jamie Lara

By: Laura Plunk
Secretary

**STATE OF FLORIDA
COUNTY OF Orange**

The foregoing instrument was acknowledged before me this 21 day of October, 2011 by Joe Georganna as President and Laura Plunk as Secretary of The Sand Lake Point Homeowner's Association, Inc., not for profit corporation, who is personally known to me or who produced _____ as identification.

Jane H. O'Toole

NOTARY PUBLIC

Print Name:

My Commission Expires

