

**AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made by the GREYSTONE HOMEOWNERS ASSOCIATION, INC., a Florida corporation. This Declaration shall fully and completely amend and restate the Declaration of Covenants, Conditions and Restrictions, as recorded in Official Records Book 3006, at Page 3878, *et seq.*, and Declaration of Covenants, Conditions and Restrictions, as recorded in Official Records Book 3207, at Page 0150, *et seq.*, both of the Public Records of Brevard County, Florida, and as both may have been amended and/or supplemented from time to time.

WITNESSETH

WHEREAS, Forte Macaulay Development Company, Inc. (hereinafter referred to as the "Phase I Declarant") was the owner of a parcel of real property located in Brevard County, Florida, which real property is described in and depicted on the following plat recorded in the Public Records of Brevard County, Florida:

GREYSTONE, Plat Book 36, Pages 16-17 (hereinafter "Greystone Phase I").

WHEREAS, Greystone Development Corporation (hereinafter referred to as the "Phases II and III Declarant") was the owner of a parcel of real property located in Brevard County, Florida, which real property is described in and depicted on the following plat recorded in the Public Records of Brevard County, Florida:

- A. GREYSTONE PHASE II AND A REPLAT OF LOTS 31, 32, & 33 GREYSTONE, Plat Book 38, Pages 22-25 (hereinafter "Greystone Phase II"); and
- B. GREYSTONE PHASE III A REPLAT OF TRACT G, GREYSTONE PHASE II, Plat Book 39, Pages 11-13 (hereinafter "Greystone Phase III").

WHEREAS, the real property which is the subject of the aforementioned plats shall hereinafter be referred to as "Greystone"; and

WHEREAS, Phase I Declarant executed that certain Declaration of Covenants, Conditions and Restrictions, dated June 19, 1989, and recorded on July 14, 1989, in Official Records Book 3006, Page 3878, *et seq.*, of the Public Records of Brevard County, Florida, as amended and supplemented (hereinafter referred to as the "Original Phase I Declaration"), and said Original Phase I Declaration imposed covenants, conditions and restrictions on Greystone Phase I; and

WHEREAS, Phases II and III Declarant executed that certain Declaration of Covenants, Conditions and Restrictions, dated June 2, 1992, and recorded on June 9, 1992, in Official Records Book 3207, Page 0150, *et seq.*, of the Public Records of Brevard County, Florida, as amended and supplemented (hereinafter referred to as the "Original Phases II and III Declaration"), and said Original Phases II and III Declaration imposed covenants, conditions and restrictions on Greystone Phase II and Greystone Phase III; and

WHEREAS, the Phase I Declarant and Phases II and III Declarant shall be collectively referred to as "Declarant"; and

WHEREAS, the Original Phase I Declaration and Original Phases II and III Declaration shall be collectively referred to as the "Original Declaration"; and

WHEREAS, Declarant provided in the Original Declaration for the establishment of a homeowners association to maintain and control certain property owned and/or controlled by such association, including certain property within Greystone, as that term is defined herein, which association is Greystone Homeowners Association, Inc., a Florida not for profit corporation (hereinafter referred to as the "Association"); and

WHEREAS, Developer provided in the Original Declaration for the establishment of a homeowners association to maintain and control certain property owned and/or controlled by such association, including certain property within Greystone; and

WHEREAS, the Association desires to amend and restate the Original Declaration and, accordingly, pursuant to the laws of the State of Florida and with the consent and approval of the Owners of Lots within Greystone, prepared this document to amend and restate the Original Declaration; and

WHEREAS, this amended and restated document shall hereinafter be referred to as the "Amended and Restated Declaration" or the "Declaration"; and

WHEREAS, the purpose of this Amended and Restated Declaration is to substantially and completely amend and restate the covenants, conditions and restrictions previously imposed upon Greystone.

NOW THEREFORE, in consideration of the premises and the covenants herein contained, the Association hereby declares that henceforth the Original Declaration is merged into and is superseded and completely replaced by this Amended and Restated Declaration such that the real property within Greystone, and all additions thereto, shall be owned, held and conveyed subject to the covenants, restrictions, easements, reservations and liens herein established, all of which shall be covenants running with the land and shall be binding and inure to the benefit of the Association and the owners of land within Greystone, their respective successors and assigns, and any other parties having any right, title or interest in such real property.

DEFINITIONS

Section 1. "Association" and "Homeowners Association" shall both mean and refer to "GREYSTONE HOMEOWNERS ASSOCIATION, INC.", a not-for-profit corporation organized under the laws of the State of Florida, its successors and assigns, and the terms may be used interchangeably from time to time herein.

Section 2. "Owner" shall mean and refer to the record owners, 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" and "subdivision" shall each mean and refer to the real property described in and depicted on the following plats recorded in the Public Records of Brevard County, Florida: (i) GREYSTONE, Plat Book 36, Pages 16-17 ("Greystone Phase I"); (ii) GREYSTONE PHASE II AND A REPLAT OF LOTS 31, 32, & 33 GREYSTONE, Plat Book 38,

Pages 22-25 ("Greystone Phase II"); and (iii) GREYSTONE PHASE III A REPLAT OF TRACT G, GREYSTONE PHASE II, Plat Book 39, Pages 11-13 ("Greystone Phase III"), and such additional property as may be brought within the jurisdiction of the Association and as may be submitted to the easements, covenants, conditions and restrictions hereby imposed.

Section 4. "Landscape Buffer" shall mean all subdivision walls erected by the developer, his successor(s) in interest or the Association, (including the improvements thereto).

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the Properties with the exception of the Common Area.

Section 6. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment thereof.

Section 7. "Declarant" and "Developer" shall mean and refer to either FORTE MACAULAY DEVELOPMENT COMPANY INC., its successors and assigns, or GREYSTONE DEVELOPMENT CORPORATION, its successors and assigns. Note that FORTE MACAULAY DEVELOPMENT COMPANY INC. was the Declarant/Developer for Greystone Phase I, as referenced above, and that GREYSTONE DEVELOPMENT CORPORATION was the Declarant/Developer for Greystone Phase II and Greystone Phase III.

Section 8. "Conservation Area" or "Conservation Easement Area" means a right or interest in real property which is appropriate to retaining land or water area predominantly in their natural, scenic, open, or wooded condition, retaining such areas as suitable habitat for fish, plants, or wildlife, retaining the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

Section 9. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality discharges from the system, as permitted pursuant to St. Johns River Water Management District, Environmental Resource Permits and Chapters 40C-4, 40C-40, or 40C-42, F.A.C.

Section 10. "Declaration" shall collectively mean and refer to the Declaration of Covenants, Conditions and Restrictions, as recorded at Official Records Book 3006, at Page 3878, *et. seq.*; First Amendment to the Declaration of Covenants, Conditions and Restrictions, as recorded at Official Records Book 3376, at Page 4228, *et. seq.*; Second Amended to Declaration of Covenants, Conditions and Restrictions of Greystone Homeowners Association, Inc., Phase I, as recorded at Official Records Book 3884, at Page 1572, *et. seq.*, and re-recorded at Official Records Book 3896, at Page 2525, *et. seq.*; as well as the Declaration of Covenants, Conditions and Restrictions for Greystone Phase II, recorded at Official Record Book 3207, Page 0150, *et seq.*; First Amendment to the Declaration of Covenants, Conditions and Restrictions, recorded at Official Record Book 3291, Page 0053 *et. seq.*; by Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Greystone Phase II and Greystone Phase III, recorded at Official Record Book 3383, Page 760 *et. seq.*; and Third Amendment to Declaration of Covenants, Conditions and Restrictions of Greystone Homeowners Association, Inc., Phase II, as recorded at Official Records Book 3884, at Page 1759, *et. seq.*, and re-recorded at Official Records Book 3896, at Page 2528, *et. seq.*, all in the

Public Records of Brevard County, Florida, and all as subsequently amended and restated by this Amended and Restated Declaration.

ARTICLE I

CONSERVATION EASEMENT AREAS

"Conservation Area" or "Conservation Easement Areas" shall mean and refer to all of such areas so designated as:

Tract E as shown on the aforesaid plat of Greystone Phase II;

Tract F as shown on the aforesaid plat of Greystone Phase II;

The ten foot (10') Conservation Easement and land described in Exhibit A hereof, which land is part of Lot 28 of the aforesaid Plat of Greystone Phase II;

The land described in Exhibit B hereof, which land is part of an out parcel shown on the aforesaid plat of Greystone Phase II;

That portion of lots 116 and 117 which is designated as a "Conservation Easement" on pages 11 and 12 of the aforesaid plat of Greystone Phase III;

Those areas along the rear lines of Lots 90 through 94 and 100 through 105, they are designated as "Conservation Easement" on page 13 of the aforesaid plat of Greystone Phase III.

The Conservation Easement Areas shall and are hereby declared to be subject to a Conservation Deed Restriction pursuant to Section 704.06, F.S., in favor of the St. Johns River Water Management District ("District"), for the purpose of retaining and maintaining the Conservation Easement Areas in their predominantly natural condition as a wooded water recharge, detention percolation and environmental conservation area. In furtherance of this Conservation Deed Restriction, all of the following uses of the Conservation Easement Areas are hereby prohibited and restricted without the prior written consent of the St. Johns River Water Management District, to wit:

(a) The construction, installation or placement of signs, buildings, fences, walls, roads or any other structures and improvements on or above the ground of the Conservation Easement areas,

(b) The dumping or placing of soil or other substances or materials as landfill or the dumping or placing of trash, waste or unsightly or offensive materials,

(c) The removal or destruction of trees, shrubs or other vegetation from the Conservation Easement Areas,

(d) The excavation, dredging or removal of loam, peat, gravel, rock, soil or other material substance in such a manner as to affect the surface of the Conservation Easement Areas,

(e) Surface use, except for purposes that permit the land or water area to remain in predominantly natural condition,

(f) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, and

(g) Acts or used detrimental to such retention or land or water areas.

The Conservation Easement Areas hereby created and declared shall be perpetual.

The Association's Board of Directors and the St. Johns River Water Management District shall have the right to enter upon the Conservation Easement Areas at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions.

The Association and all subsequent owners of the Conservation Easement Areas shall be responsible for the periodic removal of trash and other debris which may accumulate on such Conservation Easement Area.

The prohibitions and restrictions upon the Conservation Easement Areas as set forth in this section may be enforced by the St. John River Water Management District or its successor agency by proceedings at law or in equity including, without limitation, actions for injunctive relief. The provisions of this Conservation Easement Area restriction may not be amended without prior approval from the St. John's River Water Management District.

All rights and obligations arising hereunder are appurtenances and covenants running with the land of the Conservation Easement Areas, and shall be binding upon and shall inure to the benefit of the District and its successors and assigns. Upon conveyance by the Developer to third parties of any land affected by this easement, the Developer shall have no further liability or responsibility hereunder, provided the deed restriction covering the Conservation Easement Areas is properly recorded.

ARTICLE II

ARCHITECTURAL CONTROL

No building, fence, wall, or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural control committee composed of at least three (3) representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove in writing such design and location within thirty (30) days after said set of plans and specifications have been submitted with all alterations including but not limited to site plan, tree survey, landscape plan, exterior elevations, paint colors, shingle samples, exterior materials samples, and descriptions submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Section 1. Clearing. Prior to any construction the board will be furnished a survey showing the location and type of all trees over 4" in the diameter. This survey shall also show types and general locations of existing vegetation. An overlay will be provided showing the location of any structures, driveways, and sidewalks to be constructed and which vegetation and trees are proposed to be removed. It is the intent of the board to maintain as much of the natural wooded character of each lot as reasonably possible. Existing trees and vegetation are to be

preserved when possible and incorporated in the final landscaping plan. No clearing shall be permitted in the preservation areas as indicated on the record plat. All areas not left in their natural state and that are cleared shall be sodded or replanted.

If any unauthorized clearing takes place on any Lot restoration of said Lot to its original condition must be made. The restoration plans as to location of plant material, size, and type must be submitted to the Board for approval to restrictions. Any Lot that has been cleared without written authorization of the Board and fails to be restored within thirty (30) days of receipt of written notice from the board, the Owner agrees that the Board shall, if it so decides make such restoration; the cost of which shall be a lien against the Lot and a debt of Owner which may be enforced in the same manner as if it were a lien imposed by a person improving the property in direct contract with the Owner as provided in Chapter 713 of Florida Statutes.

Section 2. Landscaping. A detailed landscape plan must be submitted for approval showing the areas to be planted and types of planting materials to be used.

No existing living tree greater than four (4) inches caliper, measuring three (3) feet above the ground in the front (defined as any portion of a Lot forward of the rear-most place of the front elevation of any home on a Lot, extended across a Lot to the side Lot boundaries) of the house of any Lot, shall be removed from any Lot for any reason except disease or damage by natural disaster such as hurricane, tornado, or fire, or unless said tree interferes with the erecting or placing of the living unit on said Lot, or is causing damage to the living unit or any associated hardscape (e.g. driveways, pools, etc.). In the latter case, such trees removed must be replaced by new trees in such a place as to prevent future such damage.

Each lot must maintain, in perpetuity, a minimum of two (2) hardwood trees (e.g. live oaks, laurel oaks, maples, Poinciana or other, subject to the prior approval of the Association, but not including palms) in the front yard area, defined as the area in front (defined as any portion of a Lot forward of the rear-most place of the front elevation of any home on a Lot, extended across a Lot to the side Lot boundaries) of the house structure forward to the sidewalk line. The trees must be at least eight (8) feet in height at time of planting, and have at least a three (3) feet drip line. If these hardwood trees are damaged, uprooted completely, or die from any cause, they must be replaced with another hardwood tree meeting the requirements of this paragraph, within sixty (60) days of removal of the original tree, or of determination of damage. Specific exceptions to this requirement must be approved by the Board of Directors prior to planting.

All lots shall be sodded using Floratam, Seville or St. Augustine type grass only. Each residence shall have a working automatic sprinkler irrigation system for the proper maintenance and watering of all turf, shrubs and landscaping.

Section 3. Roofs, Shingle Material and Exterior Elevations. No primary portion of a straight gable or hip roofs may be built with a pitch lower than 6:12. All roofs shall be pitched except for those areas over porches and patios.

The board must approve the type, color, and style of all shingle and roof covering materials. All homes shall use fungus resistant architectural dimensional fiberglass shingles with an appropriate weight of 240 pounds per 100 square feet or equivalent; or metal shingles that meet section 1507.5 of the Florida 2010 Building Code. The board may reject any exterior elevation based on the roof line, shingle type or exterior elevation appearance that in its judgment is not within character in keeping up with the standards of the subdivision.

Section 4. Exterior Covering, Siding and Paint. The Board must approve the material, type, color, and texture of any and all exterior coatings or coverings on a residence. Approval will be given by means of the Architectural Control Request Form, which is to be submitted in writing by the homeowner to the Management Company or architectural control director.

Paint and exterior coverings colors should be selected to harmonize with the natural environment of the subdivision. They should not be loud or bright. No more than one paint color (may be used) for the body of each residence and no more than two accent trim colors. Paint colors shall be submitted to the management company or architectural control director for approval prior to being applied on any residence.

Section 5. Garage Doors and Garage Door Openers. All garage doors shall be decorative in design and should complement the exterior elevation of each individual residence. All garage doors must be aluminum or other material as approved by the Association and conform to all Florida Windstorm codes and other required permits in effect at the time of installation or reinstallation/replacement. All garage doors must be installed and maintained with an operational automatic garage door opener.

Section 6. Dwelling Size. The ground floor of the main structure exclusive of any open porches, patios (enclosed or otherwise), breeze-ways and garages, shall not be less than 1750 square feet for a one-story dwelling and not less than 1000 square feet for the ground floor of a dwelling of one and one-half or two stories. Each residence shall have an enclosed garage for a minimum of two cars. No carports shall be permitted.

Section 7. Building Location. No building shall be located on any Lot nearer than 25 feet to the front Lot line or nearer than 15 feet to any side street line. No building shall be located nearer than 7-1/2 feet to an interior Lot, or nearer than 20 feet to the rear Lot line, with the exception of Lots 116 through 120, on which a building shall not be located nearer than 10 feet to a side lot line or nearer than 20 feet to the rear lot line. For the purpose of this covenant, eaves, concrete slabs, steps and open porches shall not be considered as a part of the building; provided, however, that this shall not be construed to permit any portion of a building on a Lot to encroach upon another Lot. If there is any conflict between this covenant and zoning regulations of the proper governing authority said zoning regulations shall apply.

Section 8. Post Lights. Each residence constructed shall be required to install and maintain an exterior post light. The post light must be a minimum of six (6) feet and a maximum of eight (8) feet in height. The post must be placed in the front setback of the lot, no more than ten (10) feet from the sidewalk and no more than twenty (20) feet from the edge of the driveway. The post and lamp body must be black in color and the style of the post and lamp body shall be subject to prior approval of the Association. The lamp panes must be clear glass or plastic (for maximum light dispersion).

Section 9. House Numbers and Mail Boxes. House numbers must be installed on each residence's mailbox and, if desired by the Owner, on the house, subject to the prior approval of the Association. House numbers on the residence itself, if any are so installed, should be mounted so that they are clearly visible from the street.

Mailbox posts shall be of uniform type throughout the neighborhood and all in black color. The post should be mounted so it is accessible from the street. The mailbox itself may be aluminum or plastic, but must be black in color (except for the flag) and approved by USPS.

Numbers shall not be placed on the mailbox itself, but must be placed on the post, in either the vertical or horizontal portion of the post. The numbers shall be brass or gold in color and on the side of the box visible to the carrier's regular approach. Stickers or other one dimensional type numbers will not be permitted.

Any deviations from this section must be approved by the architectural control director through the architectural control request form.

ARTICLE III

GENERAL RESTRICTIONS - USE AND OCCUPANCY

Section 1. General Prohibition. No residential dwelling, garage, outbuilding, structure or appurtenance of any kind, including additions or substantial alterations thereto, shall be erected, placed or maintained on the Properties or any portion thereof that does not conform to the standards, requirements, prohibitions and provisions of this Declaration. All such construction shall be performed, completed, erected, placed and maintained only in accordance with the plans and specifications required herein as approved by the Board.

Section 2. Only Residential Purposes. No lot shall be used in whole or in part for anything other than residential purposes. No trade, traffic or business of any kind, whether professional, commercial, industrial, manufacturing or other non-residential use shall be engaged in or carried on upon the Properties, or any part thereof; nor shall anything be done thereon which may be or which may become an annoyance or a nuisance to the Properties or adjacent properties.

Section 3. Single-Family Residential Use. No building or structure shall be erected, altered, placed or permitted to remain on any Lot other than one (1) single-family residential dwelling, appurtenant outbuildings or structures as may be suitable and necessary for the purposes for which said Lot is permitted to be used.

Section 4. Subdivision. No Lot shall be subdivided or split by any means what so ever into any greater number of residential lots or into any residential plat or plats of smaller size without the express written consent of the Homeowners Association's Board of Directors.

Section 5. Maintenance and Repair. All dwellings, structures, buildings, outbuildings, walls, driveways and fences placed or maintained on the Properties or any portion thereof shall at all times be maintained in good condition and repair.

Section 6. Completion of Construction. All exterior construction, paint and stain finished, and landscaping for which plans and specifications are required herein to be submitted to the Homeowners Associations Board of Directors for approval shall be completed within six (6) months from the date of written approval for said approval to remain in force and effect. The Board may grant a greater period of time to complete said construction or may grant an extension of said six-month period.

Section 7. No Temporary Buildings. No tent, shack, trailer, house trailer, basement, garage, or other outbuilding shall at any time be used on any Lot as a residence temporarily or permanently and no building or dwelling of a temporary character shall be permitted except as follows: Buildings necessary for construction or sales taking place on the Properties and not intended to be used for living accommodations may be erected and maintained on the property

only during the course of construction and sales and after receipt of written approval from the Association.

Section 8. Ground Maintenance.

(a) Grass, hedges, shrubs, vines, trees, and mass plantings of any type on each Lot shall be kept trimmed and shall at regular intervals be mowed, trimmed and cut so as to maintain the same in a neat and attractive manner. Trees, shrubs, vines and plants which die shall be promptly removed and replaced.

(b) No weeds, vegetation, rubbish, debris, garbage, objects, waste, or materials of any kind what so ever shall be placed or permitted to accumulate upon any portion of a Lot which would render it unsanitary, unsightly, offensive, or detrimental to the Properties in the vicinity thereof or to the occupants of any such property in such vicinity.

(c) No building material of any kind or character shall be placed or stored upon any Lot so as to be open to view by the public or neighbors, unless such material will be used and is used within two (2) months for the construction of buildings or structures upon the Lot on which the material is stored.

Section 9. Fences, Walls, Hedges, Mass Planting of Any Type.

(a) No fence, wall, hedge, or mass planting of any type exceeding a height of six (6) feet above the finished graded surface of the grounds upon which it is located, shall be constructed, planted, placed or maintained upon any Lot without the written consent and approval of the Homeowners Associations Board of Directors.

(b) No hedge or mass planting of any type exceeding three (3) feet above the finished graded surface of the ground upon which it is located shall be constructed, planted, placed or maintained between the street and the front setback line of any Lot without the written consent and approval of the Homeowners Association's Board of Directors.

(c) No fence to be constructed shall be of wire, chain links, or cyclone style of fences.

(d) No fence shall extend beyond the front of the building line of any residence, front building line being defined as the imaginary line running perpendicular to the front most portion of the house structure and parallel to the front lot line. No fence shall extend beyond the side or rear lot lines. All fence construction requires the proper permit be obtained from the County of Brevard prior to construction.

(e) Only for Lots adjoining retention or stormwater management ponds, fences, walls, hedges, or mass plantings shall not be permitted to extend rearward of the rear-most plane (e.g., end) of the residence (e.g., home) located on such Lots. This is in order to preserve the view and the value of the property.

Section 10. Animals, Birds and Fowl. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that a reasonable number of dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. In the event of dispute as to the reasonability of the number of such cats, dogs or household pets kept upon the properties, the control shall be of the Homeowners Association's Board of Directors and/or the Brevard County Ordinances.

Section 11. Laundry. Clotheslines or similar clothes drying structures must be installed in the rear of the house, where visibility from the street is minimized. A screening lattice, fence, or other enclosure that helps to obscure the clothesline is required.

Nothing contained in these deed restrictions shall be in conflict with Florida Statutes 163.04, Renewable Energy Sources.

Section 12. Exterior Light Fixtures. No exterior lighting fixtures shall be installed on any Lot or residential dwelling without adequate and proper shielding of the fixture. No lighting fixture shall be installed that may become an annoyance or a nuisance to the residents of adjacent properties.

Section 13. Parking. The parking of commercial vehicles, which description shall include trucks (larger than a pick-up truck), tractor-trailers, semi-trailers, and commercial trailers, at any time on driveways, or otherwise on said premises, is prohibited except for loading and unloading purposes or when parked entirely within a closed garage permitted to be built under the provisions of these restrictions. Boats, motor homes, campers, travel trailers and similar recreational vehicles that will be on the property for longer than five (5) days may only be placed and kept or stored upon a Lot in a way so as not to be visible from the street or in a closed garage. Inoperable vehicles or vehicles under repair or vehicles unregistered or with expired registration may only be placed and kept or stored upon the property in a closed garage.

Section 14. Utility and Drainage Easements. Easements for installation and maintenance of utilities and drainage facilities are shown on the plat, or are of record, and the same are reserved for such use. Within these easements, or on any Lot, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. It is important that the banks, swales and drainage areas located within the Properties remain undisturbed and properly maintained in order to perform their function. Where any portion of such berms, swales, banks lie within a Lot, the Owner of that Lot shall maintain the same continuously and shall not disturb, damage or otherwise interfere with the berm, swale, drainage canal or other portion of said lake, drainage canal or system which is located on or adjoins said Owner's Lot.

Owners of lots with the rear lot line along Post Road shall allow access to the subdivision fence to the Association for the purpose of cleaning and maintaining the fence and foundation. Access to both sides of the fence must be maintained. If requested in writing by the management company and/or the Board of Directors, plants, trees, bushes or any other impediment to such access must be trimmed or removed.

Section 15. Excavations. No excavations for stone, gravel, dirt or earth shall be made on any portion of the Properties; except for the construction of dwellings, walls, foundations, swimming pools, structures and other appurtenances, for which plans and specifications for which excavations have been approved by the Homeowners Association's Board of Directors.

Section 16. Signs. No sign of any character shall be displayed or placed upon any Lot or living unit except "FOR RENT" or "FOR SALE" or Security Services signs, which signs may refer only to the particular premises on which displayed and except as otherwise permitted by the Board of Directors. "FOR RENT" or "FOR SALE" signs shall not exceed the normal and customary standard size for the local Real Estate Industry, shall not extend more than seven (7)

feet above the ground, and shall be limited to one (1) sign per Lot or living unit, and displayed only upon the Lot sought to be rented or sold. Security Services signs of a reasonable size provided by the contractor may be displayed within ten (10) feet of any entrance of the home. No sign shall be permitted on the Greystone Common Area without the written permission of the Board of Directors.

Section 17. Refuse. No trash, garbage, rubbish, debris, waste or materials or other refuse shall be deposited or allowed to accumulate or remain on any Lot. Unless otherwise approved by the Homeowners or the Declarant.

Section 18. Nuisances. No noxious or offensive trade or activity shall be permitted on any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 19. Preservation and Maintenance of Slopes, Ranks, and Swales. No person shall reconstruct, damage or destroy, clear, open, reduce, remove, alter, modify or install anything or improvement within, over or upon any bank, slope, swale, easement or preservation area without first obtaining written approval from the Homeowners Association's Board of Directors. No construction or excavation in the proximity of any preservation area, canal, bank slope or swale, shall be permitted which may substantially impair the stability of the character or drainage in said area.

Section 20. Wells. No water wells shall be dug on any Lot or on the Properties except for purposes of irrigation of landscaping.

Section 21. Open Burning. No open burning shall be permitted on Greystone property.

Section 22. Swimming Pools. Swimming pools may be constructed on any Lot with the approval of the board provided that access to them from the Lot is controlled from all directions by fencing and the residential structure. If pools are protected by screens, such screens and their structures shall be approved by the Board.

Section 23. Right to Inspect. The Homeowners Association's Board of Directors may at any reasonable time or times during periods of construction or alteration and within thirty (30) days thereafter enter upon and inspect any Lot and any improvements thereon for the purpose of ascertaining whether the maintenance of such Lot and the maintenance, construction or alteration of structures thereon are in compliance with the provisions hereof; and neither said Board nor any of its agents shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 24. Antennae and Aerials. No exterior antennas or aerials shall be placed on residences at a height greater than ten (10) feet above the highest point of the roof. An exception to this rule shall be allowed when signal reception requires a height greater than ten (10) feet. No radios or radio transmission equipment shall be operated or permitted to be operated in subject property. Satellite reception equipment should be mounted or placed on the property so as to minimize visibility from the street and adjoining lots with the same exception, based on signal reception, as to the exterior antennas or aerials.

Section 25. Games and Play Apparatus. All games and play apparatus remaining outdoors for more than three days shall be located at the rear or side of the dwelling, so as not

to be visible from any street, and must be kept clean and in good repair. Basketball goals are permitted in the driveway area, but must be kept clean and in good condition.

Section 26. Oil and Mining Operations. No oil or gas drilling, oil or gas development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot, nor shall oil or gas wells, tanks, tunnels, mineral excavations or shafts permitted upon or in any Lot. No derrick or other structure designed for use in boring for natural gas shall be erected, maintained or permitted upon any Lot.

Section 27. Surface Water or Stormwater Management System. The Association shall be responsible for the maintenance, operation and repair of the surface water or storm management system. Maintenance of the surface water or stormwater management system shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities are, permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted, or if modified as approved by the St. Johns River Water Management District.

Section 28. Hurricane Shutters. The installation and/or use of storm shutters or any other form of window or door protection intended to protect against damage or debris on a Lot (including plywood boards) at any time other than from the time of issuance of a tropical storm or hurricane watch or warning notice over an area covering the Properties, up to 14 days after the expiration of any such watch or warning, shall require the prior approval of the Board of Directors of the Association, which such approval may be withheld for purely aesthetic reasons. More specifically, clean clear or translucent hurricane protection materials may be permitted to be installed on windows and/or doors of structures on any Lot for use at any time upon the prior written approval of the Board of Directors of the Association.

ARTICLE IV

PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a non-exclusive 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 Homeowners 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 Homeowners Association to suspend to the voting rights and right to use any 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 sixty (60) days for or infraction of its published rules and regulations.

Section 2. Use of Stormwater Management System. Swimming, boating, and use of any motorized toy boats or any other types of toys, on any ponds or any portion of the Stormwater Management System are prohibited. Fishing on any portion of the Stormwater Management System, including ponds, shall be permitted only to the extent that such fishing is for "catch and release". Fishing for any other purpose, including personal consumption, is prohibited within any portion of the Stormwater Management System, including ponds, due to potential water

contamination. Lots around the retention ponds are private properties. Homeowners not on retention ponds are required to request permission or be invited from homeowners around the retention ponds prior to access them. Do not use the utility easements.

The right of the Homeowners Association to dedicate or transfer all or any parts the Common Area to any public agency, authority or utility for such purposes and subject such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of members agreeing to such dedication or transfer that has been recorded.

Section 3. Declaration of Use. Any Owner may delegate, in accordance with the By-Laws, his right or enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

ARTICLE V

MEMBERSHIP AND VOTING RIGHT IN THE ASSOCIATION

Every Owner of a Lot which is subject to assessment shall be a member of the Homeowners Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment. Members shall be Owners and shall be entitled to one vote for each Lot. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be determined among themselves as to who will be the voting member but in no event shall be cast more than one vote with respect to any single Lot.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENT

Section 1. Creation of the Lien and Personal Obligation as Assessment. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Homeowners 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 attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made and may be foreclosed by the Association and a foreclosure action filed in a court of competent Jurisdiction provided, however, no such assessment shall be a lien on the land until such lien is recorded in the public records of Brevard County, Florida. Each such assessment, together with interest, costs and reasonable attorneys' 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 Assessment. The assessments levied by the Homeowners Association shall be used exclusively, except as hereinafter provided in Section 11, to promote the recreation, health, safety and welfare of the residents in the properties (including necessary or appropriate professional fees) and for the improvement and maintenance of the Common

Areas, Landscape Buffer and any subdivision walls erected be the developer, his successor(s) in interest or the Homeowners Association.

Section 3. Assessment Allocation. Assessments shall be levied against each Lot.

Section 4. Maximum Annual Assessments. Until January 1, 1993, the maximum annual assessment by the Homeowners Association for each Lot shall be One Hundred and Twenty-Five Dollars (\$125.00) per lot.

To contribute towards the maintenance and upkeep of the entranceway on Post Road, 70% of the annual assessments collected will be forward to the Greystone Homeowners Association. This amount shall be collected on January 1st and forwarded to Phase I-Greystone Homeowners Association by March 31st in any calendar year.

The maximum annual assessment of the Homeowners Association may be increased each year not more than seven percent (7%) above the maximum assessment which could have been imposed for the previous year without a vote of the membership. For purposes of this section the term "maximum assessment which could have been imposed for the previous year without a vote of the membership" means what the assessment would have been if the 7% increase had been taken every year from and after January 1, 1993. The maximum annual assessment may be increased above seven percent (7%) by a vote of two-thirds (2/3) of the members who are voting in person or by proxy, at a meeting of the Homeowners Association duly called for this purpose. The Board of Directors may fix the annual assessments at an amount not be exceed the maximum.

Section 5. Special Assessments. In addition to the annual assessments authorized above, the Homeowners Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Landscape Buffer, or Common Area, including any subdivision walls, fixtures and personal property related thereto, or for any purpose not foreseen at the time of the establishment of the annual assessment, provided that any such assessment shall have been approved by two-thirds (2/3) of the members who are voting in person or by proxy at a Homeowners Association meeting duly called for this purpose.

Section 6. Notice and Quorum for any Action Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all members of the Homeowners Association not less than thirty (30) days or more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate and may be collected on a monthly, quarterly, or annual basis.

Section 8. Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein as to the Homeowners Association shall commence as to all

Lots on the first day of the month following the recording of these declarations. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Homeowners Association 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 of the Homeowners Association. The Homeowners Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of that Association setting forth whether the assessments on a specific Lot have been paid. A properly executed Certificate of the Homeowners Association as to the status of assessments on a Lot is binding upon that Association as of the date of its issuance.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Homeowners Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of one and a half percent (1.5%) per month. The Homeowners 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 for the assessments provided for herein by non-use of the Common Area or Landscape Buffer or abandonment of his Lot. In any action to enforce any assessment made hereunder, the prevailing party shall be entitled to reasonable attorney's fees, including attorneys' fees for appellate proceeding.

Section 10. Subordinate of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage or applicable law made prior to recordation of notice of lien. 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~~ 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 11. Lot and Exterior Maintenance. In the event an Owner of any Lot in the Properties shall fail to maintain his Lot and the improvements situated thereon in a manner so as to directly affect the health or safety of other owners, the Homeowners Association, after the third written notice to the Owner and fifteen (15) days after approval by two-thirds (2/3) vote of the Board of Directors shall have the right, through its agents and employees, to enter upon said Lot and to the extent reasonably necessary to protect the health or safety of other owners, to make repairs to, or clear the Lot or the exterior of the buildings and any other improvements erected thereon. The cost of such repairs or clearing shall be added to and become part of the assessment to which such Lot is subject, which shall be due and payable thirty (30) days from the date said assessment is made. Such entry thereon shall not constitute a trespass.

ARTICLE VII

GENERAL PROVISION

Section 1. Violation and Enforcement.

The Homeowners Association, or applicable governmental agency, (including Brevard County and St. Johns River Water Management District as to those matters over which such agency are given Jurisdiction herein) or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and

charges now or hereafter imposed by the provisions of this Declaration. Failure by the Homeowners Association, applicable governmental agency 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 thereafter. In any action for enforcement brought hereunder, the prevailing party shall be entitled to reasonable attorney's fees including attorney's fees through appellate proceedings.

Violation of any covenant or restriction contained in this Declaration may be remedied by the Declarant, the Association, the applicable governmental agency, or any Lot Owner, and the expenses thereof shall be chargeable to the Owner of the Lot or Lots on which or in connection with which the violation has occurred, and said expense shall be payable forthwith and upon demand.

In the event the Declarant, the Association, or the applicable governmental agency any Lot Owner has expended funds in connection with curing of such violations, then and in such event the funds so expended shall become a lien upon the Lot or Lots which lien is enforceable In accordance with Article V above.

Enforcement shall be by proceeding at law or in equity, brought by the Declarant, the applicable governmental agency, the Association, or the aggrieved Owner of any Lot or Lots located within the subdivision, against any person or persons, violating or attempting to violate covenants or restrictions contained in this Declaration, either to restrain the violation or to recover damages, or both.

In the event the Declarant, Association, Committee, aggrieved Owner, applicable governmental agency, or their successors are obligated to engage counsel in connection with the enforcement of this Declaration, or any of the provisions herein contained, then and in such event, and if such matter proceeds to litigation, provided the aforesaid aggrieved parties are the prevailing party in such litigation, such shall be entitled and authorized to recover their reasonable attorney's fees from the Defendant in such proceedings both in the trial court and for any appellate proceedings.

Reasonable attorneys' fees, paralegal fees and costs of the proceeding are recoverable whether or not suit is instituted and as may be awarded by any state, federal or bankruptcy court, any arbitrator, any administrative law court, and at administrative, trial or appellate levels. Further, reasonable attorneys' fees, paralegal fees and costs of the proceeding shall include but not be limited to: (a) notices of delinquency or non-compliance with the Association's governing documents; (b) demands for payment or compliance with the Association's governing documents; (c) notices of liens; (d) assignment of liens; (e) releases of liens; (f) recording costs; (g) the Association's management company's fees and costs; (h) court costs; (i) reasonable attorneys' fees and paralegals' fees, as specified in the preceding sentence; and (j) all other charges associated with or incidental to collection of the assessment or the enforcement of the Association's governing documents.

Any and all reasonable attorneys' fees, paralegal fees and costs of the proceeding that are recovered by the Association pursuant to this provision for Costs and Attorney Fees may be charged as a lien against the Lot which is the subject of such proceeding and such lien may be foreclosed against such Lot in the manner prescribed elsewhere in the Association's governing documents or as provided by Florida law, as the case may be. The priority of such lien shall relate back to the original recording date of this Declaration, unless such priority is specifically modified elsewhere in the Association's governing documents or pursuant to the Florida Statutes as same may be amended from time to time.

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, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended upon the approval, either in writing or at a meeting of the Association, of the owners of not less than a majority of all of the Lots in the Properties. Any written approval of an amendment by a Lot Owner shall be maintained in the Association's official records, and need not be recorded with the amendment so long as the amendment contains a certification by the Association, that the amendment was approved in accordance herewith. Notwithstanding the foregoing, this Declaration may be amended by the Declarant so long as the Declarant is the owner of at least twenty-five percent (25%) of the Lots. Any amendment must be recorded. Any amendment to the Covenants and Restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portion of the common areas, must have the prior approval of the St. Johns River Water Management District.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. Mortgage or Conveyance of Common Area. If ingress or egress to any residence is required through the common area, or any portion of it, any conveyance or encumbrances of such area shall be subject to an easement for ingress and egress in favor of the affected lot owner or owners.

Section 6. Dissolution Language. In the event of termination, dissolution or final liquidation of the Association, the responsibility (or the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42, 027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE VIII

CONSOLIDATION OF PHASE I, PHASE II AND PHASE III

Section 1. The Association shall be responsible for the maintenance, operation and repair of the common areas, including surface water or stormwater management system of Greystone Phases I, II and III as set forth in Article III, Section 27 of this Declaration.

Section 2. Every owner of a lot in Greystone Phase I, Phase II and Phase III shall be a member of the Association, with all the rights and obligations thereof.

Section 3. Notwithstanding any other provision to the contrary in the Declaration or the Phase I Declaration, or in the Association's Articles of Incorporation or Bylaws, the Association shall serve as the single and exclusive homeowners' association for Greystone Phase I, Greystone Phase II and Phase III.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name by its duly authorized officer, as of the ___ day of _____, 2014.

Signed, sealed and delivered in the presence of:

GREYSTONE HOMEOWNERS ASSOCIATION, INC.

Witness Signature

President, Homeowners Association

Print Name

Printed Name

Exhibit "A"

DESCRIPTION:

PART OF LANDS DESCRIPTION IN U.R.B. 2721, PAGE 0646, OF THE PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA AND LOTS 31, 32 AND 33 GREYSTONE PLAT BOOK 33, PAGES 16 AND 17 OF THE SAID PUBLIC RECORDS OF BREVARD COUNTY, FLORIDA SAID LAND LYING IN SECTION 1. TOWNSHIP 27 SOUTH, RANGE 38 EAST, SAID BREVARD COUNTY AND DOING MORE PARTICULARLY RECORDED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE WOODLANDS OF LAKE WASHINGTON (PLAT BOOK 11, PAGE 5 OF SAID PUBLIC RECORDS) FOR THE POINT-OF-DECODING OF THE HEREIN RECORDED PARCEL: THENCE NORTH 86°24'12" EAST ALONG THE NORTH LINE OF THE SOUTH THREE-QUARTERS OF SAID SECTION 1. A DISTANCE OF 1.78 FEET TO THE SOUTHWEST CORNER OF SAID GREYSTONE THENCE CONTINUE NORTH 86°24'12" EAST ALONG THE SOUTH LINE OF THE SAID GREYSTONE A DISTANCE OF 754.10 FEET TO THE SOUTHEAST CORNER OF LOT 34 OF SAID OF SAID GREYSTONE THENCE NORTH 00°23'31" WEST ALONG THE EAST LINE OF SAID LOT 34 A DISTANCE OF 112.94 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF FORT SUMTER STREET; THENCE NORTH 87°34'29" EAST ALONG SAID SOUTH RIGHT-OF-WAY A DISTANCE OF 270.00 FEET TO THE NORTHWEST CORNER OF LOT 30 OF SAID GREYSTONE, THENCE SOUTH 00°23'31" EAST ALONG THE WEST LINE OF SAID LOT 30 A DISTANCE OF 112.14 FEET TO THE SAID SOUTH LANE OF GREYSTONE; THENCE NORTH 86°24'12" EAST ALONG SAID SOUTH LANE A DISTANCE OF 273.73 FEET TO THE INTERSECTION WITH THE INTERSECTION WITH THE NORTH/SOUTH CENTER OF SECTION LINE OF SAID SECTION 1; THENCE NORTH 80°24'35" EAST ALONG THE SAID SOUTH LINE OF GREYSTONE A DISTANCE OF 644.35 FEET TO THE SOUTHEAST CORNER OF SAID GREYSTONE; THENCE CONTINUE NORTH 80°24'35" EAST ALONG THE NORTH LINE OF THE SOUTH THREE-QUARTERS OF SAID SECTION 1. A DISTANCE OF 203.30 FEET; THENCE LEAVING SAID NORTH LINE OF THE SOUTH THREE-QUARTERS SOUTH 14°24'18" WEST A DISTANCE OF 257.00 FEET; THENCE SOUTH 30°24'18" WEST A DISTANCE OF 360.00 FEET; THENCE SOUTH 73°24'18" WEST A DISTANCE OF 700.00 FEET; THENCE SOUTH 31°23'35" WEST A DISTANCE OF 1184.24 FEET; THENCE SOUTH 45°30'14" WEST A DISTANCE OF 477.73 FEET TO THE WEST LINE OF SAID O.R.B. 2721. PG. 0488; THENCE NORTH 00°34'52" WEST ALONG SAID WEST LINE A DISTANCE OF 1010.00 FEET TO THE NORTH LINE OF THE EAST ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SAID SECTION 1. THENCE SOUTH 87°13'32" WEST ALONG SAID NORTH LINE A DISTANCE OF 44.82 FEET; THENCE NORTH 00°44'37" WEST A DISTANCE OF 193.72 FEET; THENCE SOUTH 80°13'03" WEST A DISTANCE OF 224.80 FEET; THENCE NORTH 00°47'27" WEST A DISTANCE OF 163.20 FEET TO THE SOUTHEAST CORNER OF SAID THE WOODLANDS OF LAKE WASHINGTON; THENCE NORTH 00°47'37" WEST ALONG THE EAST LINE OF SAID THE WOODLANDS A DISTANCE OF 871.86 FEET TO THE NORTHEAST CORNER OF SAID THE WOODLANDS OF LAKE WASHINGTON AND THE POINT-OF-BEGINNING CONTAINING 73,556 ACRES OF LAND MORE OR LESS.