

FOURTH AMENDMENT

TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

GREYSTONE HOMEOWNERS ASSOCIATION, INC., PHASE I, II AND III

Pursuant to Article VII, Section 3, of the Declaration of Covenants, Conditions and Restrictions for Greystone Phase II, recorded at Official Record Book 3207, Page 0150, et seq., as amended by First Amendment recorded at Official Record Book 3291, Pages 53-55, and as amended by Second Amendment recorded at Official Record Book 3383, Pages 760-764, all of the foregoing in the Public Records of Brevard County, Florida, ("Declaration"), the undersigned, representing the owners of not less than sixty (25%) percent of the lots in Greystone, Phase I, II and III hereby certifies that the Declaration is amended as follows (except as otherwise designated, new language is underlined and deleted language is stricken through):

1. Title through end of 4th. paragraph shall be amended as follows:

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS**

~~THIS DECLARATION, made as of the date hereinafter set forth by GREYSTONE DEVELOPMENT CORPORATION, a Florida Corporation. Greystone Homeowner Association hereinafter referred to as "Declarant" or as "Developer".~~

WITNESSETH

~~WHEREAS, Declarant is the owner of certain property in the County of Brevard, State of Florida, which is more particularly described in Exhibit A hereof and which is platted as~~

GREYSTONE PHASE I, II AND III

~~According to the Plats thereof recorded in Plat Book 36, Page(s) 16 & 17, Plat Book 38, Page(s) 22 to 25 and Plat Book 39, Page 11 of the Public Records of Brevard County, Florida.~~

~~NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be hold, 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 accrue to the benefit of each owner thereof.~~

**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.

2. In "DEFINITIONS", Section 3 shall be amended as follows:

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"). ~~GREYSTONE PHASE I, II and III, pursuant to the Plat thereof as recorded in Plat Book 36, Page(s) 16 & 17 and according to the plat thereof recorded in Plat Book 38, Pages 22 to 25, and as recorded in Plat Book 39, Page 11, GREYSTONE, pursuant to the Plat thereof as recorded in Plat Book 36, Page(s) 16 & 17, all in the Public Records of Brevard County, Florida,~~ 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.

3. In "DEFINITIONS", Section 7 is deleted.

~~Section 7, "Builder" shall mean an owner of one or more developed but unimproved lots purchased for the purpose of the construction of a single family residential dwelling unit for sale.~~

4. In "DEFINITIONS", Section 8 has changed the number to Section 7 and shall be amended as follows:

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.

5. In "DEFINITIONS", Section 10 has changed the number to Section 9 and shall be amended as follows:

~~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.~~

6. In "DEFINITIONS", Section 11 has changed the number to Section 10 and shall be amended as follows:

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.; as amended by First Amendment to Greystone II the Declaration of Covenants, Conditions and Restrictions, recorded at Official Record Book 3291, Page 0053 55 et. seq.; as amended by Second Amendment to Greystone II the Declaration of Covenants, Conditions and Restrictions for Greystone Phase II and Greystone Phase III, recorded at Official Record Book 3383, Page 760 764 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.

7. In "DEFINITIONS", Section 12 is deleted.

~~Section 12. "Phase I Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Greystone Phase I, recorded at Official Record Book 3376,~~

3006*

~~*Page 3878, et seq., as amended by First Amendment recorded at Official Record Book 3376, Pages 4228-4229, Public Records of Brevard County, Florida.~~

8. In "DEFINITIONS", Section 13 is deleted.

~~Section 13. "Greystone Phase I" or "Phase I" shall each mean and refer to the real property described more particularly in Plat Book 36, Page(s) 16 & 17, Public Records of Brevard County, Florida.~~

9. In "DEFINITIONS", Section 14 is deleted.

~~Section 14. "Greystone Phase II" or "Phase II" shall each mean and refer to the real property described more particularly in Plat Book 38, Pages 22 to 25, Public Records of Brevard County, Florida.~~

10. In "ARTICLE I, CONSERVATION EASEMENT AREAS", Second paragraph after paragraph (g) shall be amended as follows:

~~The Developer, its successors and assigns, 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.~~

11. In "ARTICLE II, ARCHITECTURAL CONTROL", First paragraph shall be amended as follows:

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 ~~five (5) or more~~ 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 ~~two~~ 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. ~~Prior to the date specified in Article V, Section 2. The architectural control and approval of all plans and specifications and other functions, the functions herein shall be vested in the Declarant. It being provided however, such approval shall not be required or apply to any Lot or Lots owned by the Declarant.~~

12. In "ARTICLE II, ARCHITECTURAL CONTROL", Section 2, Second, Third and Fourth paragraphs shall be amended as follows:

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. ~~A minimum of seven live or laurel oaks or other suitable hardwood tree must be planted in the front set back area of each residence. These trees shall be a minimum of 8' in height and have a drip line of a minimum of 3'. The trees shall remain perpetually on each lot. In the event they die either by disease or neglect they shall be replanted with the same type of tree that comply these minimum requirements.~~

~~A minimum of one and one half (1 & 1/2) percent of the construction cost of each residential dwelling units shall be used to purchase new plant material to be planted in the front of each residence. This planting expense shall be in addition to the cost of sod for each residence. 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.~~

13. In "ARTICLE II, ARCHITECTURAL CONTROL", Section 3, Second paragraph shall be amended as follows:

The board must approve the type, color, and style of all shingle and roof covering materials. ~~Under no circumstances shall any home be constructed without either slate, tile, cedar, or~~ 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.

14. In "ARTICLE II, ARCHITECTURAL CONTROL", Section 4. Exterior Covering, Siding and Paint. Shall be amended as follows:

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. ~~There shall be no artificial brick, stone, stucco, aluminum or other siding used on the exterior of the buildings or other structures without first receiving written approval of the board as to type, color, and texture of the material.~~

All paint used on the exterior body of any residence shall be subdued in its tone. 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.

15. In "ARTICLE II, ARCHITECTURAL CONTROL", Section 5 shall be amended as follows:

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. ~~Under no circumstances may fiberglass or plastic type garage doors be used.~~ 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.

16. In "ARTICLE II, ARCHITECTURAL CONTROL", Section 8 shall be amended as follows:

Section 8. Post Lights. Each residence constructed shall be required to install and maintain an exterior post light, ~~in the front set back area prior to occupancy. Said post lights shall be uniform in design and in a standard location on each lot. Type, color, and location of the post light shall be determined on the declarant.~~ 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).

17. In "ARTICLE II, ARCHITECTURAL CONTROL", Section 9 shall be amended as follows:

Section 9. House Numbers and Mail Boxes. ~~All house numbers installed on each residence or mail box are to be brass in color and appearance. The location of house numbers shall be as uniform as possible on each residence. All mail boxes shall be uniform as to type, color and design. The location and type of the mail boxes shall be determined by the declarant. All mail boxes and house numbers are required to be installed by the builder prior to the occupancy of the residence. 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.

18. In "ARTICLE III, GENERAL RESTRICTIONS – USE AND OCCUPANCY", Section 2 shall be amended as follows:

Section 2. Only Residential Purposes. No lot shall be used in whole or in part for anything other than residential purposes, ~~except for model residential dwelling units which may be maintained by the builder or developer only for purposes of the sale of residential dwellings within the subdivision. Other than conducting the sale of residential dwellings,~~ 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.

19. In "ARTICLE III, GENERAL RESTRICTIONS – USE AND OCCUPANCY", Section 4 shall be amended as follows:

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, ~~or the Declarant.~~

20. In "ARTICLE III, GENERAL RESTRICTIONS – USE AND OCCUPANCY", Section 5 is deleted.

~~Section 5. Occupancy Before Completion. No building or structure upon the Properties shall be occupied until the same is approved for by such governmental agency which is responsible for regulation of building construction and until it complies with the terms and provisions of these covenants and restrictions.~~

21. In "ARTICLE III, GENERAL RESTRICTIONS – USE AND OCCUPANCY", Section 6 has changed the number to Section 5.

22. In "ARTICLE III, GENERAL RESTRICTIONS – USE AND OCCUPANCY", Section 7 has changed the number to Section 6.

23. In "ARTICLE III, GENERAL RESTRICTIONS – USE AND OCCUPANCY", Section 8 has changed the number to Section 7 and shall be amended as follows:

Section ~~8~~ 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 ~~declarant~~ Association.

24. In "ARTICLE III, GENERAL RESTRICTIONS – USE AND OCCUPANCY", Section 9 has changed the number to Section 8.

25. In "ARTICLE III, GENERAL RESTRICTIONS – USE AND OCCUPANCY", Section 10 has changed the number to Section 9.

26. In "ARTICLE III, GENERAL RESTRICTIONS – USE AND OCCUPANCY", Section 9 (d) and Section 9 (e) shall be amended as follows:

~~(d) No fence or wall shall extend beyond the rear building line of any residence, except those used for screening purposes and in no case shall any fence extend beyond the front building line of any residence. 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.

27. In "ARTICLE III, GENERAL RESTRICTIONS – USE AND OCCUPANCY", Section 11 has changed the number to Section 10 and shall be amended as follows:

~~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 decision and opinion control shall be of the Homeowners Association's Board of Directors and/or control according to the Brevard County Ordinances.~~

28. In "ARTICLE III, GENERAL RESTRICTIONS – USE AND OCCUPANCY", Section 12 has changed the number to Section 11 and shall be amended as follows:

~~Section 11. Laundry. No clothes, sheets, blankets or other articles shall be hung out to dry in the side or front yards of any Lot except in a service yard or yard enclosed by a lattice, fence, wall or other screening device. 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.

29. In "ARTICLE III, GENERAL RESTRICTIONS – USE AND OCCUPANCY", Section 13 has changed the number to Section 12.

30. In "ARTICLE III, GENERAL RESTRICTIONS – USE AND OCCUPANCY", Section 14 has changed the number to Section 13 and shall be amended as follows:

~~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, or on the public streets of said subdivision, 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 the property 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.

31. In "ARTICLE III, GENERAL RESTRICTIONS – USE AND OCCUPANCY", Section 15 has changed the number to Section 14 and shall be added a second paragraph as follows:

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.

32. In "ARTICLE III, GENERAL RESTRICTIONS – USE AND OCCUPANCY", Section 16 has changed the number to Section 15.

Section 46 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.

33. In "ARTICLE III, GENERAL RESTRICTIONS – USE AND OCCUPANCY", Section 17 has changed the number to Section 16 and shall be amended as follows:

Section 47 16. Signs. ~~Except for signs permitted by the Declarant and except for signs utilized by the Developer and Builders to advertise the sale of lots or dwelling units for sale and except as otherwise permitted by the Homeowners Association's Board of Directors, n~~ 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. ~~Said~~ "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 ~~four (4)~~ 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.

34. In "ARTICLE III, GENERAL RESTRICTIONS – USE AND OCCUPANCY", Section 18 has changed the number to Section 17.

35. In "ARTICLE III, GENERAL RESTRICTIONS – USE AND OCCUPANCY", Section 19 has changed the number to Section 18.

36. In "ARTICLE III, GENERAL RESTRICTIONS – USE AND OCCUPANCY", Section 20 has changed the number to Section 19.

37. In "ARTICLE III, GENERAL RESTRICTIONS – USE AND OCCUPANCY", Section 21 has changed the number to Section 20.

38. In "ARTICLE III, GENERAL RESTRICTIONS – USE AND OCCUPANCY", Section 22 has changed the number to Section 21 and shall be amended as follows:

Section ~~22~~ 21. Open Burning. No open burning shall be permitted on Greystone property.

39. In "ARTICLE III, GENERAL RESTRICTIONS – USE AND OCCUPANCY", Section 17, paragraphs (a) and (b) are deleted.

40. In "ARTICLE III, GENERAL RESTRICTIONS – USE AND OCCUPANCY", Section 23 is deleted.

41. In "ARTICLE III, GENERAL RESTRICTIONS – USE AND OCCUPANCY", Section 24 has changed the number to Section 22.

42. In "ARTICLE III, GENERAL RESTRICTIONS – USE AND OCCUPANCY", Section 25 has changed the number to Section 23.

43. In "ARTICLE III, GENERAL RESTRICTIONS – USE AND OCCUPANCY", Section 26 has changed the number to Section 24 and shall be amended as follows:

Section ~~26~~ 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. ~~Any earth satellite signal reception equipment shall not be visible from any street and shall be screened from other property within the subdivision.~~ 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.

44. In "ARTICLE III, GENERAL RESTRICTIONS – USE AND OCCUPANCY", Section 27 has changed the number to Section 25 and shall be amended as follows:

Section ~~27~~ 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. ~~The board may make exceptions and permit to~~ Basketball goals back boards or similar play apparatus that is visible from the street. All permitted basketball standards shall be a uniform white enamel pole and white back board. are permitted in the driveway area, but must be kept clean and in good condition.

45. In "ARTICLE III, GENERAL RESTRICTIONS – USE AND OCCUPANCY", Section 28 has changed the number to Section 26.

46. In "ARTICLE III, GENERAL RESTRICTIONS – USE AND OCCUPANCY", Section 29 has changed the number to Section 27.

47. In "ARTICLE III, GENERAL RESTRICTIONS – USE AND OCCUPANCY", new Section 28 shall be added (all language new):

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.

48. In "ARTICLE IV, PROPERTY RIGHTS", Section 1, paragraph (c) becomes second paragraph of Section 2 and shall be amended as follows:

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 each class~~ of members agreeing to such dedication or transfer that has been recorded.

49. In "ARTICLE IV, PROPERTY RIGHTS", Section 2 has changed the number to Section 3.

50. In "ARTICLE V, MEMBERSHIP AND VOTING RIGHT IN THE ASSOCIATION", the words "Section 1" is deleted and the paragraph shall be amended as follows:

~~Section 1.~~ 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.

51. In "ARTICLE V, MEMBERSHIP AND VOTING RIGHT IN THE ASSOCIATION" Section 2 is deleted.

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

~~Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owner. 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 among themselves determine, but in no event shall more than one vote be cast with respect to any Lot. Class A members shall also include all owners, with the exception of the Declarant, of lots in additional units if additional units are subjected to these restrictions as elsewhere provided in this Declaration.~~

~~Class B. The Class B member shall be the Declarant or successor developer and shall be entitled to three (3) votes for each Lot owned (to include each owned lot in additional units if additional units are subjected to these restrictions as elsewhere provided in this Declaration). 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 90% of the residential lots have been conveyed by the developer (or successor developer); or~~

~~(b) On December 31, 1996; or~~

~~(c) The Declarant or successor developer elects to terminate its Class B membership.~~

52. In "ARTICLE VI, COVENANT FOR MAINTENANCE ASSESSMENT", Section 3 shall be amended as follows:

Section 3. Assessment Allocation. Assessments shall be levied ~~as to~~ against each ~~Class A Lot. All Class B Lots and any vacant Lot or any lot superimposed with an unoccupied, unsold residential living unit held by a Builder shall be exempt from all annual assessments. Each Class A lot shall be subject to a special initiation assessment of \$100.00, as well as a prorata share of the annual assessment paid to the GREYSTONE PHASE II HOMEOWNERS ASSOCIATION upon transfer of the deed from Developer to Builder. It shall be Builders and Builder's title agent's responsibility to collect and deliver this fee prior to occupancy by homeowners. This one-time special assessment shall be used for the exclusive purpose of the maintenance of the landscaping of the common areas.~~

53. In "ARTICLE VI, COVENANT FOR MAINTENANCE ASSESSMENT", Section 4, third paragraph shall be amended as follows:

~~From and after January 1, 1993,~~ 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 ~~Class A~~ 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.

54. In "ARTICLE VI, COVENANT FOR MAINTENANCE ASSESSMENT", Section 5 shall be amended as follows:

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 each class~~ of the members who are voting in person or by proxy at a Homeowners Association meeting duly called for this purpose.

55. In "ARTICLE VI, COVENANT FOR MAINTENANCE ASSESSMENT", Section 6 shall be amended as follows:

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 ~~of each class~~ entitled to cast sixty percent (60%) of all the votes ~~of each class~~ 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.

56. In "ARTICLE VI, COVENANT FOR MAINTENANCE ASSESSMENT", Section 11 shall be amended as follows:

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 ~~and fifteen (15) days written notice to the Owner~~, 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. ~~It being provided that this section, shall not apply to any lot owned by a builder during the construction of or prior to the sale and closing of any residential dwelling unit unless unit has been abandoned by the Builder.~~

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.

57. In "ARTICLE VII, GENERAL PROVISION", Section 1, fourth paragraph shall be amended as follows:

Enforcement shall be by ~~proceeding~~ 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.

58. In "ARTICLE VII, GENERAL PROVISION", Section 1, sixth and seventh paragraphs shall be added (all language new):

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.

59. In "ARTICLE VII, GENERAL PROVISION", Section 5 is deleted.

~~Section 5. Department of Housing and Urban Development and Veterans Administration Approvals. So long as there is a Class B membership the following actions shall require the prior approval of the Department of Housing and Urban Development or Veterans Administration: annexation of additional properties, dedication of common areas, the encumbering of the common areas, and the amendment of this Declaration of Covenants, Conditions and Restrictions.~~

60. In "ARTICLE VII, GENERAL PROVISION", Section 6 has changed the number to Section 5 and shall be amended as follows:

~~Section 6 5. Mortgage or Conveyance of Common Area. Any mortgage or conveyance of the Common Area, or any portion shall require the consent of at least 2/3 of the Lot owners and the approval of the Department of Housing and Urban Development or the Veterans Administration so long as there shall be a Class B membership.~~ 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.

61. In "ARTICLE VII, GENERAL PROVISION", Section 7 has changed the number to Section 6.

~~Section 7 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.

62. "ARTICLE VIII" Title, Section 1, Section 2 and Section 3 shall be amended as follows:

CONSOLIDATION OF PHASE I, AND 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 ~~29~~ 27 of this Declaration.

Section 2. Every owner of a lot in Greystone Phase I, ~~and~~ 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 ~~both~~ Greystone Phase I, ~~and~~ Greystone Phase II and Phase III.

The undersigned hereby certifies that the owners of not less than sixty (25%) percent of the Lots in Greystone, Phase I, II and III, whose signatures are set forth below or attached hereto as Composite Exhibit A, did approve the foregoing Amendments to the Declaration in the manner prescribed therein. Except as set forth above, the Declaration is hereby ratified and confirmed in all respects.

IN WITNESS WHEREOF, the undersigned has set its hand and seal this _____ day of _____, 2014.

Witnesses:

GREYSTONE HOMEOWNERS ASSOCIATION,
INC.

Signature

by: _____
Freddy R. Maldonado, President

Printed Name

(CORPORATE SEAL)

Signature

Printed Name