

PREPARED BY AND RETURN TO:  
Stratford Pointe Development Company  
1688 W. Hibiscus Blvd.  
Melbourne, FL 32901



**FIRST AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR STRATFORD POINTE**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR STRATFORD POINTE, (hereinafter referred to as the "Amendment") dated as the 21 day of Feb., 2001, by STRATFORD POINTE DEVELOPMENT COMPANY, a Florida Corporation, hereinafter referred to as "Declarant" or as "Developer".

**WITNESSETH:**

WHEREAS, The Developer originally platted the property (the "Property") as Stratford Pointe Phase One according to the Plat thereof as recorded in Plat Book 46, Pages 35 through 37, inclusive, of the Public Records of Brevard County, Florida, and which Property is subject to the Declaration of Covenants, Conditions and Restrictions for Stratford Pointe Subdivision as recorded in Official Records Book 4261, Page 2421, (the "Declaration") of the Public Records of Brevard County, Florida;

WHEREAS, pursuant to Article VIII, Section 2 of the Declaration, so long as Declarant owns one or more lots within the Subdivision, the Declarant may, in its sole discretion and without any notice to or vote by other Lot Owners, change, modify or amend any provision of this Declaration in whole or in part by executing a written instrument making such changes and having the same duly recorded in the Public Records of Brevard County, Florida.

NOW THEREFORE, in consideration of the premises, the Declarant does hereby amend the Declaration by adding thereto the following:

1. The definition of "Conservation Easement Area" in the DEFINITION section is deleted in its entirety and replaced with the following:

"Conservation Easement Area(s)" shall mean and refer to those portions of Lots 85 through 91 and Lots 117 through 123, Tracts P and Q, and any other Common Areas designated as such on the final recorded plat of the Subdivision. Additional parcels may become Conservation Easement Areas in any subsequent phases as added to the Subdivision.

2. Article II, Section 5., Landscaping, paragraph (c) is deleted and replaced with the following:

(c) A minimum of four (4) trees, two (2) of which must be live or laurel oak, are required to be planted at each residence. The two (2) oak trees must be planted in the front setback area of each residence. The hard wood trees shall be a minimum of 8' in

**Scott Ellis**

Clerk Of Courts, Brevard County

#Pgs: 5	#Names: 2	
Trust: 3.00	Rec: 21.00	Serv: 0.00
Doc: 0.00		Excise: 0.00
Mtg: 0.00		Int Tax: 0.00

height, have a drip line of a minimum of 6', and be a minimum of 2" in diameter measured 4' above the finished grade. All trees shall remain perpetually on each lot. Notwithstanding the foregoing, trees must conform to any stricter standards required by any applicable governmental entity. In the event any of the trees die either by disease or neglect, they shall be replanted with the same or other approved type of tree to comply with these minimum requirements. Upon notification by the Association and/or the local governing agency, each homeowner shall have thirty (30) days to replant/replace said trees required under these restrictions.

3. Article III, Section 17., Signs, is amended by adding the following language to the end thereof:

Notwithstanding the foregoing, signs must conform to any stricter standards required by any applicable governmental entity.

4. Article IV, Section 8. Maintenance of Operation of Surface Water or Stormwater System is amended by adding the following language to the end of paragraph one:

“...and the City of West Melbourne.”

5. Article VII, Section 5., Developer Rights Regarding Temporary Structures, Etc. is amended by adding the following language to the end thereof:

Notwithstanding the foregoing, signs and construction must conform to any stricter standards required by any applicable governmental entity.

6. Article VIII, Section 2. Duration, Modification and Amendment. is deleted in its entirety and replaced with the following:

Section 2. Duration, Modification and Amendment. Except as the same may be changed, modified or amended as provided for hereafter, 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, at which time they shall be automatically extended without further notice from such date, for successive periods of ten (10) years each, unless modified, or terminated by a duly recorded written instrument executed and in conformance with the requirements described below. At any time Developer holds two-thirds (2/3) of the total membership votes (Class A and Class B combined), this Declaration may be amended by the vote of the Developer without notice or a meeting as evidenced by execution of a written instrument making such amendments and having the same duly recorded in the Public Records of Brevard County, Florida. At any time the Developer does not hold two-thirds (2/3) of the total membership votes (Class A and Class B combined), but the Developer maintains a Class B membership, this Declaration may be amended by two-thirds (2/3) of the total membership vote (Class A and Class B combined) with the written consent of the Developer. If the Developer no longer maintains a Class B membership, this Declaration may be amended with the approval of two-thirds (2/3) of the total membership vote, such action taken at an annual or special meeting of the Association or by certified written ballot, so long as written notice of such proposed action or amendment is given thirty (30) days prior to the meeting or scheduled vote. Any such proposed action must be initiated in the same manner as amendments to the By-Laws of the Association. No amendment shall become effective until a properly executed instrument in writing shall be recorded in the Public Records of Brevard County, Florida.



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OR Book/Page: 4292 / 0370

Notwithstanding the foregoing, any amendment to this Declaration pertaining to the maintenance of open Common Areas must have the prior approval of the City of West Melbourne, Florida; and any amendment to this Declaration which alters any provisions relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the Common Areas; must have the prior approval of the St. John's River Water Management District and the City of West Melbourne, Florida.

7. ARTICLE VIII of the Deed Restrictions, as amended herein, shall become ARTICLE IX, and the following shall become ARTICLE VIII.

ARTICLE VIII  
POWER AND AUTHORITY OF WEST MELBOURNE

Section 1. Definition. For purposes of this Article, the definitions in the "DEFINITIONS" section of this Declaration shall apply. In addition, the term "City" shall mean the municipal corporation known as the City of West Melbourne, Brevard County, Florida.

Section 2. Power of City to Provide Maintenance. The City shall have the power and authority, but not the obligation, to provide maintenance and repairs to drainage facilities and other facilities in the Common Open Space of the Project as necessary to provide for the health, safety and welfare of the Owners of the Lots. The power of the City in this regard shall be exercised in the complete and sole discretion of the City Council. As a pre-requisite to the exercise of such power and authority, the governing body of the City shall adopt a resolution finding that the Association has failed to maintain or repair a common facility identified in the resolution to those standards or specifications set forth in the applicable ordinances or construction codes which are generally applicable to similar public facilities.

If the City exercises its power to provide maintenance or repairs in any given instance, and the Association later resumes viable control of its maintenance and repair responsibilities, the City shall have no obligation to provide any further such maintenance or repair.

Nothing in this Article shall be deemed to require the City to exercise the power provided herein if the City Council, in its discretion, elects not to provide the maintenance and repair work which is the subject of this Section. The exercise by the City of any power described in this Section shall not obligate the City to exercise any similar power in any future circumstance.

The discretionary powers of the City set forth in this Section shall remain available notwithstanding any assignment by the Association of its duties set forth in this Declaration. No such assignment shall affect the City's ability to exercise any part of its discretionary powers provided for herein.

Section 3. Right of Assessment to Pay the Costs of Maintenance or Repair of Common Open Space. In the event the City makes the determination as provided in the preceding Section that the City will provide maintenance or repair to any Common Open Space of the Project, the City shall have the power under this Declaration to assess all costs thereof (including, but not limited to, inspection, engineering, advertising, legal, construction and administration costs) to the Owners of all Lots. If less than the maximum number of Lots described in this Declaration are actually developed, and any assessment is made pursuant to this Section, the Owners of all lots actually developed shall equally share in the costs of such assessments.



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The said assessment may be accomplished by resolution using the methods and procedures set forth for municipal special assessments in Chapter 170, Florida Statutes, or any other method provided by law; provided, however, that the assessments described herein may, at the discretion of the City's governing body, be made for all purposes generally described in this Section, including those purposes not described in the said Chapter 170. The assessments described in this Section shall not be construed to the "Special Assessment" under the said Chapter 170, and the reference herein to Chapter 170 is solely for the purpose of defining the methods and procedures to be used by the City for the assessments described herein. Additionally, the "benefit" analysis set forth in Chapter 170 shall be inapplicable, and any assessment by the City pursuant to this Section shall be sufficient to pay all costs of the repair or improvements for which the assessment is made.

At a minimum, the resolution establishing the assessment provided for herein shall set forth the total amount of the assessment and shall equally divide the said total assessment among the total number of all then-existing Lots.

No assessment made pursuant to this Section shall become final unless and until all Owners of Lots subject to the assessment have been notified in writing, mailed to such Owners' addresses shown in the most recent tax roll and the City has concluded a public hearing at which such Owners have had the opportunity to appear and be heard with respect to the assessment. Failure of an Owner to receive said notice shall not be deemed to be sufficient reason to invalidate any assessment made hereunder.

Section 4. Declaration of Assessment; Interest on Installment Payments. An assessment made by the City as authorized in this Article may be payable in a single installment or in annual installments over a period of not more than five (5) years, in the sole discretion of the City. If the City elects to collect any assessment in installments, the principal sum shall be payable in equal payments, and interest at the rate of twelve percent (12%) per annum shall be payable on the unpaid balance, beginning ninety (90) days after adoption of the resolution confirming the assessment. In no event shall any initial payment of any assessment be due sooner than ninety (90) days after adoption of the final resolution confirming the assessment.

Section 5. Lien for Payment of Assessment; Foreclosure. When the final assessment roll for any assessment provide for in this Article is adopted by the City, and a certified copy thereof is recorded in the Public Records of Brevard County, the City shall have a lien on each Lot, subject to the assessment in the full amount of the principal assessment and all interest thereon. Such a lien shall have a priority relating back to the date of recording of the assessment roll.

The City shall have the right to foreclose such lien by bringing an action for foreclosure in an appropriate court in Brevard County. No such action shall be brought unless the payment of an assessment, or any installment thereof, is more than ninety (90) days past due. The City shall be entitled to an award of a reasonable attorney's fee and court costs of any such action.

Section 6. Authority for Code Enforcement. The City shall have the full right and power to enforce the provisions of its City Code within the Project, and all Owners are subject to enforcement of the City Code by the City's Code Enforcement Board. This Section shall be deemed to be a grant by the Developer and the Owners of all Lots of full authority for access to all of the Project for such purposes.



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8. The following Section shall be added to Article IX:

Section 7. Additional Common Area. Lots 1 and 2 as described in the Plat of Stratford Pointe Phase One, as recorded in Plat Book 46, Pages 35 through 37, inclusive, shall be known as the "Recreation Area" of the Subdivision. Any and all structures and amenities constructed on the Recreation Area shall be maintained by the Homeowners Association. All costs and expenses, including insurance, incurred in connection with the maintenance of the Recreation Area shall be the sole responsibility of the Homeowners Association.

9. All other terms and conditions of the Declaration shall remain unchanged and in full force and effect.

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 21 day of February, 2001.

Signed, sealed and delivered in the presence of:

STRATFORD POINTE DEVELOPMENT COMPANY, a Florida corporation

Bonnie L. Kennedy  
Witness

By: [Signature]  
HUGH M. EVANS, JR, President

Bonnie L. Kennedy  
Print Witness Name

Valerie P. Wright  
Witness

Valerie P. Wright  
Print Witness Name

STATE OF FLORIDA  
COUNTY OF BREVARD

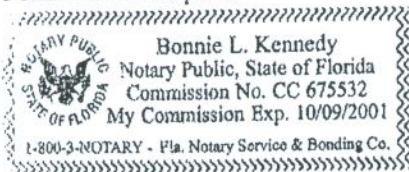
I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and in the county aforesaid to take acknowledgments, personally appeared ARTHUR F. EVANS, III, as President of STRATFORD POINTE DEVELOPMENT COMPANY, a Florida Corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same. The said person was not under oath.

WITNESS my hand and official seal this 21 day of Feb., 2001.

Bonnie L. Kennedy  
Notary

Bonnie L. Kennedy  
Print Notary Name

My Commission Expires



CFN 2001032313  
OR Book/Page: 4292 / 0373



CFN 2001270284 12-07-2001 03:03 pm  
OR Book/Page: 4479 / 1794

PREPARED BY AND RETURN TO:  
Stratford Pointe Development Company  
1688 W. Hibiscus Blvd.  
Melbourne, FL 32901

**THIRD AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR STRATFORD POINTE**

**THIS THIRD AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR STRATFORD POINTE**, (hereinafter referred to as the "Amendment") dated as the 22<sup>nd</sup> day of October, 2001, by **STRATFORD POINTE DEVELOPMENT COMPANY**, a Florida Corporation, hereinafter referred to as "Declarant" or as "Developer".

**WITNESSETH:**

**WHEREAS**, The Developer originally platted the property (the "Property") as Stratford Pointe Phase One according to the Plat thereof as recorded in Plat Book 46, Pages 35 through 37, inclusive, of the Public Records of Brevard County, Florida, and which Property is subject to the Declaration of Covenants, Conditions and Restrictions for Stratford Pointe Subdivision as recorded in Official Records Book 4261, Page 2421, (the "Declaration"), and all amendments thereto, the Articles of Incorporation of Stratford Pointe Homeowners Association, Inc., as recorded in Official Records Book 4261, Page 2448, and the By-Laws of Stratford Pointe Homeowners Association, Inc. as recorded in Official Records Book 4261, Page 2460, all of the Public Records of Brevard County, Florida;

**WHEREAS**, pursuant to Article VIII, Section 2 of the Declaration, so long as Declarant owns one or more lots within the Subdivision, the Declarant may, in its sole discretion and without any notice to or vote by other Lot Owners, change, modify or amend any provision of this Declaration in whole or in part by executing a written instrument making such changes and having the same duly recorded in the Public Records of Brevard County, Florida.

**WHEREAS**, pursuant to Article VIII, Sections 5 and 6 of the Declaration, the Declarant reserved the right to add other property to the Subdivision.

**NOW THEREFORE**, in consideration of the premises, the Declarant does hereby amend the Declaration by adding thereto the following:

1. The Declarant is the owner of the following described property in the County of Brevard, State of Florida, which is more particularly described in Exhibit "A" hereof and which is platted as:

**STRATFORD POINTE PHASE THREE  
Section 18 Township 28 South, Range 37 East  
City of West Melbourne, Brevard County, Florida**

**Scott Ellis**  
Clerk Of Courts, Brevard County  
#Pgs: 4 #Names: 2 Serv: 0.00  
Trust: 2.50 Rec: 17.00 Excise: 0.00  
Mtg: 0.00 Int Tax: 0.00

according to the Plat thereof as recorded in Plat Book 47, Page(s) 59-61, Public Records of Brevard County, Florida, which Property the Declarant hereby adds to the Subdivision, and which Property is hereby subject to the Declaration.

2. Article II, Section 5. Landscaping. (c) is deleted in its entirety and replaced with the following:

(c) A minimum of four (4) trees, two (2) of which must be live or laurel oak, are required to be planted at each residence. The following trees may be used for the other two (2) required trees: Red maple, sycamore, magnolia or Florida elm. Three (3) trees must be planted in the front setback area of each residence. The hard wood trees shall be a minimum of 8' in height, have a drip line a minimum of 4', and be a minimum of 2" in diameter measured 4' above the finished grade. These trees shall remain perpetually on each Lot. Notwithstanding the foregoing, trees must conform to any stricter standards required by any applicable governmental entity. In the event any of the trees die, either by disease or neglect, they shall be replanted with the same or other approved type of tree to comply with these minimum requirements. Upon notification by the Association, and/or the local governing agency, each homeowner shall have thirty (30) days to replant/replace said trees required under these restrictions.

3. All other terms and conditions of the Declaration shall remain unchanged and in full force and effect.

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 22 day of October, 2001.

Signed, sealed and delivered in the presence of:

Bonnie L. Kennedy  
Witness  
Bonnie L. Kennedy  
Print Witness Name

Elizabeth E. Kennedy  
Witness  
Elizabeth E. Kennedy  
Print Witness Name

STRATFORD POINTE DEVELOPMENT COMPANY, a Florida corporation

By: [Signature]  
HUGH M. EVANS, JR., President



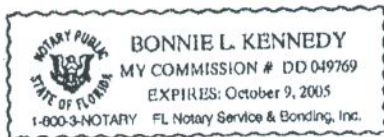
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OR Book/Page: 4479 / 1795

STATE OF FLORIDA  
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and in the county aforesaid to take acknowledgments, personally appeared **HUGH M. EVANS, JR.**, as President of **STRATFORD POINTE DEVELOPMENT COMPANY**, a Florida Corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same. The said person was not under oath.

WITNESS my hand and official seal this 22 day of October, 2001.

*Bonnie L. Kennedy*  
Notary  
Bonnie L. Kennedy  
Print Notary Name  
My Commission Expires





LEGAL DESCRIPTION

STRATFORD POINTE PHASE THREE PLAT

(BY SURVEYOR)

A portion of Tract 1, Stratford Pointe Phase One, according to the Plat thereof, as recorded in Plat Book 46, Pages 35-37, of the Public Records of Brevard County, Florida and a portion of lots 18,19,30 and 31 Florida Indian River Land Company, according to the Plat thereof, as recorded in Plat Book 1, Page 164, of the Public records of said Brevard County lying in Section 18, Township 28 South, Range 37 East, being more particularly described as follows:

Beginning at a point on the North Right-of-Way line of Melbourne Tillman Drainage District Canal No.71, a point on the South line of said Tract 1, and the Southwest corner of Lot 29 of Stratford Pointe Phase Two, according to the Plat thereof, as recorded in Plat Book 46, Pages 81-82, of the said Public Records of Brevard County, said point being the POINT-OF-BEGINNING; thence North 89°18'58" West along the said North Right-of-Way Line of Melbourne Tillman Drainage District Canal No.71 and the South line of said Tract 1 and it's Easterly extension, a distance of 580.00 Feet; thence North 00°41'02" East leaving said North Right-of-Way line and said South line, a distance of 611.00 Feet; thence North 89°18'13" West, a distance of 290.00 Feet; thence North 00°41'02" East, a distance of 1,928.22 Feet to the South Right-of-Way line of Melbourne Tillman Drainage District Canal No.70; thence South 89°15'58" East along said South Right-of-Way line, a distance of 623.72 Feet; thence South 01°29'18" West leaving said South Right-of-Way line, a distance of 1,091.88 Feet to the North line of said Stratford Pointe Phase One; thence along the North and West line of said Stratford Pointe Phase One for the following eight calls: North 89°18'58" West, a distance of 148.39 Feet; thence South 00°41'02" West, a distance of 77.96 Feet to the point of curvature of a circular curve concave to the West, having a radius of 225.00 Feet and a central angle of 14°24'21"; thence Southerly along the arc of said curve an arc distance of 56.57 Feet to the point of reverse curvature of a circular curve concave to the East having a radius of 175.00 Feet and a central angle of 28°48'41"; thence Southerly along the arc of said curve, a distance of 88.00 Feet to the point of reverse curvature of a circular curve concave to the West having a radius of 225.00 Feet and a central angle of 14°24'21"; thence Southerly along the arc of said curve, a distance of 56.57 Feet; thence South 00°41'02" West, a distance of 108.74 Feet; thence North 89°35'09" West, a distance of 50.00 Feet to the point of curvature of a non tangent circular curve concave to the Northwest, having a radius of 25.00 Feet, and a central angle of 90°00'00"; thence from a tangent bearing of South 00°41'02" West, run Southwesterly along the arc of said curve an arc distance of 39.27 Feet; thence South 00°41'02" West, a distance of 50.00 Feet to a point being on the South line of said Stratford Pointe Phase One and a point of curvature of a non tangent circular curve concave to the Southwest, having a radius of 25.00 Feet, and a central angle of 90°00'00"; thence from a tangent bearing of South 89°18'58" East, run Southeasterly along the Southwesterly line of said Stratford Pointe Phase One and the arc of said curve an arc distance of 39.27 Feet; thence South 89°32'40" East, a distance of 50.00 Feet to the West line of Tract K, of said Stratford Pointe Phase One; thence South 00°41'02" West along said West line, a distance of 6.20 Feet to the South line of said Tract K; thence South 89°18'58" East along said South line, a distance of 120.00 Feet to a point being on the West line of Lot 215, of said Stratford Pointe Phase One; thence South 00°41'02" West along said West line and the West line of Tract M, of said Stratford Pointe Phase One, a distance of 665.00 Feet to the Southwest corner of said Tract M; thence South 89°18'58" East along the South line of said Tract M, a distance of 214.72 Feet to the Southeast corner of Tract M and the West line of said Stratford Pointe Phase Two; thence along the said West line of Stratford Pointe Phase Two for the following three calls: South 00°41'02" West, a distance of 170.00 Feet; thence South 89°18'58" East, a distance of 75.28 Feet; thence South 00°41'02" West, a distance of 120.00 Feet to the POINT-OF-BEGINNING.

Containing 30.747 Acres of land more or less.

100901

Exhibit "A"



CFN 2001270284  
OR Book/Page: 4479 / 1797

Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 2 #Names: 2  
Trust: 1.50 Rec: 9.00 Serv: 0.00  
Deed: 0.00 Excise: 0.00  
Mtg: 0.00 Int Tax: 0.00



CFN 2003002809 01-06-2003 02:49 pm  
OR Book/Page: 4783 / 3555

PREPARED BY AND RETURN TO:  
Stratford Pointe Development Company  
1688 W. Hibiscus Blvd.  
Melbourne, FL 32901

SIXTH AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR STRATFORD POINTE

THIS SIXTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR STRATFORD POINTE, (hereinafter referred to as the "Amendment") dated as the 31 day of Dec., 2002, by STRATFORD POINTE DEVELOPMENT COMPANY, a Florida Corporation, hereinafter referred to as "Declarant" or as "Developer".

WITNESSETH:

WHEREAS, The Developer originally platted the property (the "Property") as Stratford Pointe Phase One according to the Plat thereof as recorded in Plat Book 46, Pages 35 through 37, inclusive, of the Public Records of Brevard County, Florida, and which Property is subject to the Declaration of Covenants, Conditions and Restrictions for Stratford Pointe Subdivision as recorded in Official Records Book 4261, Page 2421, (the "Declaration"), and all amendments thereto, the Articles of Incorporation of Stratford Pointe Homeowners Association, Inc., as recorded in Official Records Book 4261, Page 2448, and the By-Laws of Stratford Pointe Homeowners Association, Inc. as recorded in Official Records Book 4261, Page 2460, all of the Public Records of Brevard County, Florida;

WHEREAS, pursuant to Article VIII, Section 2 of the Declaration, so long as Declarant owns one or more lots within the Subdivision, the Declarant may, in its sole discretion and without any notice to or vote by other Lot Owners, change, modify or amend any provision of this Declaration in whole or in part by executing a written instrument making such changes and having the same duly recorded in the Public Records of Brevard County, Florida.

NOW THEREFORE, in consideration of the premises, the Declarant does hereby amend the Declaration by adding thereto the following:

1. Article II, Section 5. Landscaping. (c) is deleted in its entirety and replaced with the following:
  - (c) A minimum of four (4) trees, one (1) of which must be a Live Oak or laurel Oak tree, are required to be planted at each residence. The following trees may be used for the other three (3) required trees: Live Oak, Laurel Oak, Red Maple, Sycamore, Magnolia, Florida Elm, American Holly or Crepe Myrtle. Any two (2) of the above-referenced trees must be planted in the front setback area of each residence. The hard wood trees shall be a minimum of 8' in height, have a drip line a minimum of 4', and be a minimum of 2" in diameter measured 4' above the finished grade. These trees shall remain perpetually on each Lot. Notwithstanding the foregoing, trees must conform to any stricter standards required by any applicable governmental entity. In the event any of the trees die, either by disease or neglect, they shall be replanted with the same or other approved type of tree to comply with these minimum requirements. Upon notification by the Association, and/or the local governing agency, each homeowner shall have thirty (30) days to replant/replace said trees required under these restrictions.
2. All other terms and conditions of the Declaration shall remain unchanged and in full force and effect.

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 and year first set forth above.

Signed, sealed and delivered.  
in the presence of:

**STRATFORD POINTE DEVELOPMENT  
COMPANY**, a Florida corporation

Bonnie L. Kennedy  
Witness  
**BONNIE L. KENNEDY**

By:

[Signature]  
**HUGH M. EVANS, JR., President**

Print Witness Name  
[Signature]

Witness  
STEPHANIE CLARK  
Print Witness Name



CFN 2003002809  
OR Book/Page: 4783 / 3556

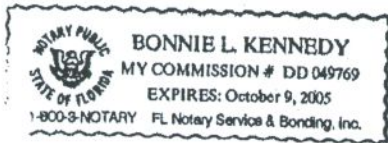
**STATE OF FLORIDA  
COUNTY OF BREVARD**

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and in the county aforesaid to take acknowledgments, personally appeared **HUGH M. EVANS, JR.**, as President of **STRATFORD POINTE DEVELOPMENT COMPANY**, a Florida Corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same. The said person was not under oath.

WITNESS my hand and official seal this 31 day of December, 2002.

Bonnie L. Kennedy  
Notary  
**BONNIE L. KENNEDY**

Print Notary Name  
My Commission Expires



Scott Ellis

Clerk Of Courts, Brevard County

#Pgs: 3 #Names: 2  
Trust: 2.00 Rec: 13.00 Serv: 0.00  
Deed: 0.00 Exclso: 0.00  
Mtg: 0.00 Int Tax: 0.00



CFN:2002260547 10-15-2002 09:58 am  
OR Book/Page: 4710 / 2862

PREPARED BY AND RETURN TO:  
Stratford Pointe Development Company  
1688 W. Hibiscus Blvd.  
Melbourne, FL 32901

**FIFTH AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR STRATFORD POINTE**

THIS FIFTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR STRATFORD POINTE, (hereinafter referred to as the "Amendment") dated as the 12<sup>th</sup> day of September 2002, by STRATFORD POINTE DEVELOPMENT COMPANY, a Florida Corporation, hereinafter referred to as "Declarant" or as "Developer".

**WITNESSETH:**

WHEREAS, The Developer originally platted the property (the "Property") as Stratford Pointe Phase One according to the Plat thereof as recorded in Plat Book 46, Pages 35 through 37, inclusive, of the Public Records of Brevard County, Florida, and which Property is subject to the Declaration of Covenants, Conditions and Restrictions for Stratford Pointe Subdivision as recorded in Official Records Book 4261, Page 2421, (the "Declaration"), and all amendments thereto, the Articles of Incorporation of Stratford Pointe Homeowners Association, Inc., as recorded in Official Records Book 4261, Page 2448, and the By-Laws of Stratford Pointe Homeowners Association, Inc. as recorded in Official Records Book 4261, Page 2460, all of the Public Records of Brevard County, Florida;

WHEREAS, pursuant to Article VIII, Section 2 of the Declaration, so long as Declarant owns one or more lots within the Subdivision, the Declarant may, in its sole discretion and without any notice to or vote by other Lot Owners, change, modify or amend any provision of this Declaration in whole or in part by executing a written instrument making such changes and having the same duly recorded in the Public Records of Brevard County, Florida.

WHEREAS, pursuant to Article VIII, Sections 5 and 6 of the Declaration, the Declarant reserved the right to add other property to the Subdivision.

NOW THEREFORE, in consideration of the premises, the Declarant does hereby amend the Declaration by adding thereto the following:

1. The Declarant is the owner of the following described property in the County of Brevard, State of Florida, which is more particularly described in Exhibit "A" hereof and which is platted as:

**STRATFORD POINTE PHASE FOUR  
Section 18 Township 28 South, Range 37 East  
City of West Melbourne, Brevard County, Florida**

according to the Plat thereof as recorded in Plat Book 48, Page(s) 88-90 Public Records of Brevard County, Florida, which Property the Declarant hereby adds to the Subdivision, and which Property is hereby subject to the Declaration.

2. "Conservation Easement Area(s)" in the Definition section of the Declaration of Covenants, Conditions and Restrictions as recorded in Official Records Book 4261, Page 2421, Public Records of Brevard County, Florida, is amended to add the following property:

Tract P and portions of Lots 264-267, inclusive, portions of Lots 269-274, inclusive, portions of Lots 279-281, inclusive, portions of Lots 285-286, inclusive, a portion of Lot 299, and portions of Lots 313-

3. The first paragraph of Section 2. Lot Owner Membership of ARTICLE I, MEMBERSHIP AND VOTING RIGHT IN THE ASSOCIATION, is amended to read as follows:

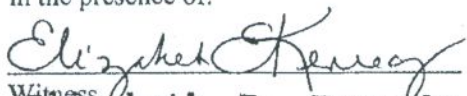
Every Owner of a platted Lot shall be a member of the Association upon acquiring title to the Lot. There shall be a one-time initiation fee of \$250.00 per Lot, payable to the Association at the time a Lot is conveyed to its initial Owner. Each subsequent Lot Owner may reimburse the previous owner the initiation fee that was paid at the time of the initial lot acquisition. A lot acquired by a Builder from Declarant shall be subject to the initiation fee at that time of acquisition. The Association may spend some or all of the initiation fee for inspection of the Lot after completion of the improvements to certify compliance with the terms and provisions of this Declaration as provided in Article III, Section 5, and may also spend some or all of the initiation fee for capital improvements to the recreation area facilities and common area tracts.

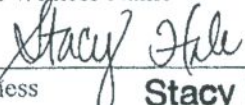
4. ARTICLE IV, PROPERTY RIGHTS AND REQUIREMENTS, Section 5. Damage by Lot Owners Including Builders, is amended by adding the following paragraph:

Any Builder, or subsequent Owner, who damages any portion of a Conservation Easement Area, in any way, as determined by the Developer and/or St. John's River Water Management District, shall be assessed a fine of \$500.00. Upon written notice to any Builder, or subsequent Owner, by certified mail, return receipt requested, that damage has occurred on any portion of a Conservation Easement Area, said Builder or subsequent Owner shall have ten (10) days within which to cure the damage. Said \$500.00 fine will be assessed immediately after the ten (10) day time period. If said \$500.00 fine is assessed, Builder or subsequent Owner will have thirty (30) days within which to pay said fine. If said \$500.00 fine is not paid within the thirty (30) day period, a lien will be placed upon the Lot and enforcement will be made pursuant to the terms contained in Article VI of the Deed Restrictions.

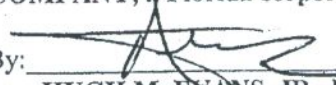
5. All other terms and conditions of the Declaration shall remain unchanged and in full force and effect.

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 and year first set forth above.

Signed, sealed and delivered  
in the presence of:  
  
Witness **Elizabeth E. Kennedy**

Print Witness Name  
  
Witness **Stacy Hale**

Print Witness Name

**STRATFORD POINTE DEVELOPMENT  
COMPANY, a Florida corporation**  
By:   
**HUGH M. EVANS, JR., President**



CFN:2002260547  
OR Book/Page: 4710 / 2863

STATE OF FLORIDA  
COUNTY OF BREVARD



CFN:2002260547  
OR Book/Page: 4710 / 2864

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and in the county aforesaid to take acknowledgments, personally appeared **HUGH M. EVANS, JR.**, as President of **STRATFORD POINTE DEVELOPMENT COMPANY**, a Florida Corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same. The said person was not under oath.

WITNESS my hand and official seal this 12<sup>th</sup> day of September, 2002.

Stacy Hale  
Notary **Stacy Hale**

Print Notary Name  
My Commission Expires

STACY HALE  
Notary Public, State of Florida  
My comm. exp. June 11, 2006  
Comm. No. DD 124556



CFN 2002209425 08-21-2002 02:21 pm

OR Book/Page: 4665 / 0194

PREPARED BY AND  
Stratford Pointe Development Company  
1688 W. Hibiscus Blvd.  
Melbourne, FL 32901

**Scott Ellis**

Clerk Of Courts, Brevard County

#Pgs: 2

#Names: 2

Trust: 1.50

Rec: 9.00

Serv: 0.00

Doc: 0.00

Excise: 0.00

Mtg: 0.00

Int Tax: 0.00

HC

**FOURTH AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR STRATFORD POINTE**

**THIS FOURTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR STRATFORD POINTE**, (hereinafter referred to as the "Amendment") dated as the 20 day of August, 2002 by **STRATFORD POINTE DEVELOPMENT COMPANY**, a Florida Corporation, hereinafter referred to as "Declarant" or as "Developer".

**WITNESSETH:**

**WHEREAS**, The Developer originally platted the property (the "Property") as Stratford Pointe Phase One according to the Plat thereof as recorded in Plat Book 46, Pages 35 through 37, inclusive, of the Public Records of Brevard County, Florida, and which Property is subject to the Declaration of Covenants, Conditions and Restrictions for Stratford Pointe Subdivision as recorded in Official Records Book 4261, Page 2421, (the "Declaration"), and all amendments thereto, the Articles of Incorporation of Stratford Pointe Homeowners Association, Inc., as recorded in Official Records Book 4261, Page 2448, and the By-Laws of Stratford Pointe Homeowners Association, Inc. as recorded in Official Records Book 4261, Page 2460, all of the Public Records of Brevard County, Florida;

**WHEREAS**, pursuant to Article VIII, Section 2 of the Declaration, so long as Declarant owns one or more lots within the Subdivision, the Declarant may, in its sole discretion and without any notice to or vote by other Lot Owners, change, modify or amend any provision of this Declaration in whole or in part by executing a written instrument making such changes and having the same duly recorded in the Public Records of Brevard County, Florida.

**NOW THEREFORE**, in consideration of the premises, the Declarant does hereby amend the Declaration by adding thereto the following:

1. Article II, Section 5. Landscaping. (c) is deleted in its entirety and replaced with the following:

(c) A minimum of four (4) trees, two (2) of which must be live or laurel Oak, are required to be planted at each residence. The following trees may be used for the other two (2) required trees: Red maple, sycamore, magnolia, Florida elm, American holly or crepe myrtle. Two (2) trees, one (1) of which must be a live or laurel oak, must be planted in the front setback area of each residence. The hard wood trees shall be a minimum of 8' in height, have a drip line a minimum of 4', and be a minimum of 2" in diameter measured 4' above the finished grade. These trees shall remain perpetually on each Lot. Notwithstanding the foregoing, trees must conform to any stricter standards required by any applicable governmental entity. In the event any of the trees die, either by disease or neglect, they shall be replanted with the same or other approved type of

tree to comply with these minimum requirements. Upon notification by the Association, and/or the local governing agency, each homeowner shall have thirty (30) days to replant/replace said trees required under these restrictions.

2. All other terms and conditions of the Declaration shall remain unchanged and in full force and effect.

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 and year first above written.

Signed, sealed and delivered  
in the presence of:

*Bonnie L. Kennedy*  
Witness  
**BONNIE L. KENNEDY**

Print Witness Name

Witness

Print Witness Name

STRATFORD POINTE DEVELOPMENT  
COMPANY a Florida corporation

By: *Hugh M. Evans, Jr.*  
**HUGH M. EVANS, JR., President**



CFN 2002209425

OR Book/Page: 4665 / 0195

STATE OF FLORIDA  
COUNTY OF BREVARD

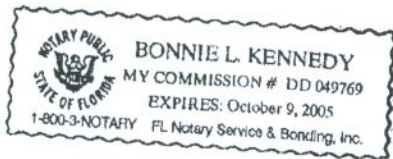
I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and in the county aforesaid to take acknowledgments, personally appeared **HUGH M. EVANS, JR.**, as President of STRATFORD POINTE DEVELOPMENT COMPANY, a Florida Corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same. The said person was not under oath.

WITNESS my hand and official seal this 20 day of August, 2002

*Bonnie L. Kennedy*  
Notary  
**BONNIE L. KENNEDY**

Print Notary Name

My Commission Expires





PREPARED BY AND RETURN TO:  
Stratford Pointe Development Company  
1688 W. Hibiscus Blvd.  
Melbourne, FL 32901

SECOND AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR STRATFORD POINTE

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR STRATFORD POINTE, (hereinafter referred to as the "Amendment") dated as the 4<sup>th</sup> day of April, 2001, by STRATFORD POINTE DEVELOPMENT COMPANY, a Florida Corporation, hereinafter referred to as "Declarant" or as "Developer".

WITNESSETH:

WHEREAS, The Developer originally platted the property (the "Property") as Stratford Pointe Phase One according to the Plat thereof as recorded in Plat Book 46, Pages 35 through 37, inclusive, of the Public Records of Brevard County, Florida, and which Property is subject to the Declaration of Covenants, Conditions and Restrictions for Stratford Pointe Subdivision as recorded in Official Records Book 4261, Page 2421, (the "Declaration"), and all amendments thereto, the Articles of Incorporation of Stratford Pointe Homeowners Association, Inc., as recorded in Official Records Book 4261, Page 2448, and the By-Laws of Stratford Pointe Homeowners Association, Inc. as recorded in Official Records Book 4261, Page 2460, all of the Public Records of Brevard County, Florida;

WHEREAS, pursuant to Article VIII, Section 2 of the Declaration, so long as Declarant owns one or more lots within the Subdivision, the Declarant may, in its sole discretion and without any notice to or vote by other Lot Owners, change, modify or amend any provision of this Declaration in whole or in part by executing a written instrument making such changes and having the same duly recorded in the Public Records of Brevard County, Florida.

WHEREAS, pursuant to Article VIII, Sections 5 and 6 of the Declaration, the Declarant reserved the right to add other property to the Subdivision.

NOW THEREFORE, in consideration of the premises, the Declarant does hereby amend the Declaration by adding thereto the following:

1. The Declarant is the owner of the following described property in the County of Brevard, State of Florida, which is more particularly described in Exhibit "A" hereof and which is platted as:

STRATFORD POINTE PHASE TWO  
Section 18 Township 28 South, Range 37 East  
City of West Melbourne, Brevard County, Florida



CFN:2001073159 04-16-2001 08:50 am  
OR Book/Page: 4324 / 0004

Scott Ellis  
Clerk Of Courts, Brevard County  
#Names: 2  
#Pgs: 4  
Trust: 2.50  
Deed: 0.00  
Mtg: 0.00  
Rec: 17.00  
Serv: 0.00  
Exclse: 0.00  
Int Tax: 0.00

according to the Plat thereof as recorded in Plat Book 46, Page(s) 81-82, Public Records of Brevard County, Florida, which Property the Declarant hereby adds to the Subdivision, and which Property is hereby subject to the Declaration.

2. The following Section 12, shall be added to Article II, Architectural and Aesthetic Requirements.

Section 12. Fence Requirement along Hollywood Boulevard and Eber Road. Any Owner of Lots 1 through 38, inclusive, in the Stratford Pointe Subdivision, as indicated on the Plat(s) thereof, shall only be permitted to construct a six (6') foot high white buff tech fence, or similar type, along the back of their respective lot. The exact location, type, color and style of fence must be approved by the Architectural Control Review Committee prior to construction, and must remain perpetually on each respective lot once constructed. All fences on these Lots shall be similar in style and design.

3. Article VIII, Section 5, Future Development within the Project, shall be amended by adding the following to the end thereof:

The Developer reserves the right to re-plat and/or re-subdivide any of the lots within the Subdivision for access to and/or construction of future phases in the Subdivision, including the right to re-designate any lot within the Subdivision for Common Area purposes within the Subdivision. So long as the Developer owns a Lot in the Subdivision, this restriction may not be amended or altered in any way without the prior written consent and approval of the Developer.

4. All other terms and conditions of the Declaration shall remain unchanged and in full force and effect.

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 4<sup>th</sup> day of April, 2001.

Signed, sealed and delivered  
in the presence of:

Bonnie L. Kennedy  
Witness

Bonnie L. Kennedy  
Print Witness Name

Elizabeth E. Kennedy  
Witness

Elizabeth E. Kennedy  
Print Witness Name

STRATFORD POINTE DEVELOPMENT  
COMPANY, a Florida corporation

By: [Signature]  
HUGH M. EVANS, JR, President



CFN:2001073159

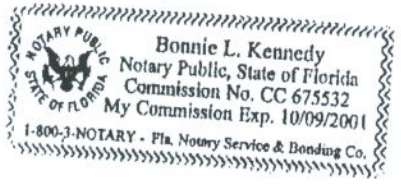
OR Book/Page: 4324 / 0005

STATE OF FLORIDA  
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and in the county aforesaid to take acknowledgments, personally appeared **HUGH M. EVANS, JR.**, as President of **STRATFORD POINTE DEVELOPMENT COMPANY**, a Florida Corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same. The said person was not under oath.

WITNESS my hand and official seal this 4<sup>th</sup> day of April, 2001.

Bonnie L. Kennedy  
Notary  
Bonnie L. Kennedy  
Print Notary Name  
My Commission Expires



CFN:2001073159  
OR Book/Page: 4324 / 0006

## LEGAL DESCRIPTION

### STRATFORD POINTE PHASE TWO PLAT (BY SURVEYOR)

A portion of Tract 1, Stratford Pointe Phase One, according to the Plat thereof, as recorded in Plat Book 46, Pages 35-37, of the public records of Brevard County, Florida, lying in Section 18, Township 28 South, Range 37 East, being more particularly described as follows:

Beginning at point on the North Right-Of-Way line of Melbourne Tillman Drainage District Canal No.71 and the Southeast corner of said Tract 1 and the Southwest corner of Lot 22 of said Stratford Pointe Phase One, said point being the POINT-OF-BEGINNING; thence North  $89^{\circ}18'58''$  West along the said North Right-of-way Line of Melbourne Tillman Drainage District Canal No.71 and the South line of said Tract 1, a distance of 355.00 Feet; thence North  $00^{\circ}41'02''$  East leaving said North Right-Of-Way line and said South line, a distance of 120.00 Feet; thence North  $89^{\circ}18'58''$  West, a distance of 75.28 Feet; thence North  $00^{\circ}41'02''$  East along the Southerly extension line of Tract M, of said Stratford Pointe Phase One, a distance of 949.40 Feet to the South Right-Of-Way line of Stratford Pointe Drive and the point of curvature of a non tangent circular curve concave to the South, having a radius of 575.00 Feet, and a central angle of  $18^{\circ}37'19''$ ; thence from a tangent bearing of South  $18^{\circ}56'17''$  East, run Easterly along the said South Right-Of-Way line and arc of said curve an arc distance of 186.88 Feet; thence South  $89^{\circ}18'58''$  East along said South Right-Of-Way, a distance of 106.39 Feet to the Northwest corner of Lot 176 of said Stratford Pointe Phase One; thence South  $00^{\circ}41'02''$  West along the West line of said Lot 176 and the West line of Tract L of said Stratford Pointe Phase One, a distance of 809.50 Feet; thence South  $89^{\circ}18'58''$  East along the South line of said Tract L, a distance of 121.62 Feet; thence South  $00^{\circ}41'02''$  West along the West line of said Tract L, a distance of 170.00 Feet to the South Right-Of-Way line of Olde Baily Lane; thence South  $89^{\circ}18'58''$  East along said South Right-Of-Way line, a distance of 18.66 Feet to the Northwest corner of said Lot 22; thence South  $00^{\circ}41'02''$  West along the West line of said Lot 22, a distance of 120.00 Feet to the POINT-OF-BEGINNING.  
Containing 7.932 Acres of land more or less.

Date: 030901



CFN:2001073159

OR Book/Page: 4324 / 0007

**PREPARED BY AND RETURN TO:**  
Stratford Pointe Development Company  
1688 W. Hibiscus Blvd.  
Melbourne, FL 32901

**SEVENTH AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR STRATFORD POINTE**

THIS SEVENTH AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR STRATFORD POINTE, (hereinafter referred to as the "Amendment") dated as the \_\_\_\_\_ day of \_\_\_\_\_, 2003, by STRATFORD POINTE DEVELOPMENT COMPANY, a Florida Corporation, hereinafter referred to as "Declarant" or as "Developer".

**WITNESSETH:**

WHEREAS, The Developer originally platted the property (the "Property") as Stratford Pointe Phase One according to the Plat thereof as recorded in Plat Book 46, Pages 35 through 37, inclusive, of the Public Records of Brevard County, Florida, and which Property is subject to the Declaration of Covenants, Conditions and Restrictions for Stratford Pointe Subdivision as recorded in Official Records Book 4261, Page 2421, (the "Declaration"), and all amendments thereto, the Articles of Incorporation of Stratford Pointe Homeowners Association, Inc., as recorded in Official Records Book 4261, Page 2448, and the By-Laws of Stratford Pointe Homeowners Association, Inc. as recorded in Official Records Book 4261, Page 2460, all of the Public Records of Brevard County, Florida;

WHEREAS, pursuant to Article VIII, Section 2 of the Declaration, so long as Declarant owns one or more lots within the Subdivision, the Declarant may, in its sole discretion and without any notice to or vote by other Lot Owners, change, modify or amend any provision of this Declaration in whole or in part by executing a written instrument making such changes and having the same duly recorded in the Public Records of Brevard County, Florida.

NOW THEREFORE, in consideration of the premises, the Declarant does hereby amend the Declaration by adding thereto the following:

1. ARTICLE VI, ENFORCEMENT PROVISIONS, Section 3., Violation and Enforcement of Restriction and Covenants., item (c) is deleted in its entirety and replaced with the following:

(c) A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board of Directors of the Association who are not officers, directors or employees of the Association or the spouse, parent, child, brother or sister of an officer, director or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The amount of the fine at the time of filing this Declaration is \$50.00 per day, but said amount may be increased from time to time by the Board of Directors without vote of the Association or amendment to this Declaration.

2. All other terms and conditions of the Declaration shall remain unchanged and in full force and effect.

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 and year first set forth above.

Signed, sealed and delivered  
in the presence of:

STRATFORD POINTE DEVELOPMENT  
COMPANY, a Florida corporation

\_\_\_\_\_

By: \_\_\_\_\_

Witness

HUGH M. EVANS, JR., President

\_\_\_\_\_  
Print Witness Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Witness Name

STATE OF FLORIDA  
COUNTY OF BREVARD

I HEREBY CERTIFY that on this day, before me an officer duly authorized in the State and in the county aforesaid to take acknowledgments, personally appeared HUGH M. EVANS, JR., as President of STRATFORD POINTE DEVELOPMENT COMPANY, a Florida Corporation, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same. The said person was not under oath.

WITNESS my hand and official seal this \_\_\_\_\_ day of January, 2003.

\_\_\_\_\_  
Notary

\_\_\_\_\_  
Print Notary Name

My Commission Expires

## LEGAL DESCRIPTION

### STRATFORD POINTE PHASE TWO PLAT (BY SURVEYOR)

A portion of Tract 1, Stratford Pointe Phase One, according to the Plat thereof, as recorded in Plat Book 46, Pages 35-37, of the public records of Brevard County, Florida, lying in Section 18, Township 28 South, Range 37 East, being more particularly described as follows:

Beginning at point on the North Right-Of-Way line of Melbourne Tillman Drainage District Canal No.71 and the Southeast corner of said Tract 1 and the Southwest corner of Lot 22 of said Stratford Pointe Phase One, said point being the POINT-OF-BEGINNING; thence North  $89^{\circ}18'58''$  West along the said North Right-of-way Line of Melbourne Tillman Drainage District Canal No.71 and the South line of said Tract 1, a distance of 355.00 Feet; thence North  $00^{\circ}41'02''$  East leaving said North Right-Of-Way line and said South line, a distance of 120.00 Feet; thence North  $89^{\circ}18'58''$  West, a distance of 75.28 Feet; thence North  $00^{\circ}41'02''$  East along the Southerly extension line of Tract M, of said Stratford Pointe Phase One, a distance of 949.40 Feet to the South Right-Of-Way line of Stratford Pointe Drive and the point of curvature of a non tangent circular curve concave to the South, having a radius of 575.00 Feet, and a central angle of  $18^{\circ}37'19''$ ; thence from a tangent bearing of South  $18^{\circ}56'17''$  East, run Easterly along the said South Right-Of-Way line and arc of said curve an arc distance of 186.88 Feet; thence South  $89^{\circ}18'58''$  East along said South Right-Of-Way, a distance of 106.39 Feet to the Northwest corner of Lot 176 of said Stratford Pointe Phase One; thence South  $00^{\circ}41'02''$  West along the West line of said Lot 176 and the West line of Tract L of said Stratford Pointe Phase One, a distance of 809.50 Feet; thence South  $89^{\circ}18'58''$  East along the South line of said Tract L, a distance of 121.62 Feet; thence South  $00^{\circ}41'02''$  West along the West line of said Tract L, a distance of 170.00 Feet to the South Right-Of-Way line of Olde Baily Lane; thence South  $89^{\circ}18'58''$  East along said South Right-Of-Way line, a distance of 18.66 Feet to the Northwest corner of said Lot 22; thence South  $00^{\circ}41'02''$  West along the West line of said Lot 22, a distance of 120.00 Feet to the POINT-OF-BEGINNING.  
Containing 7.932 Acres of land more or less.

Date: 030901



CFN:2001073159

OR Book/Page: 4324 / 0007