

The following pages are the covenants, conditions, restrictions, etc. for:

Woodpointe in Winter Haven, FL

These documents have been provided to us by the homeowner, the Homeowner's Association (HOA), and/or we have located them in Polk County Public Records.

This may not be all relevant documents in their entirety. In addition, these documents may be amended at any time without notice.

This information is being provided as a courtesy. However it is your responsibility as the tenant to contact the Homeowner's Association for any additional documents, information, and/or updates that may not be included here.

THIS INSTRUMENT WAS PREPARED BY

JOHN G. WOOD, JR.

3601 CYPRESS GARDENS RD.
WINTER HAVEN, FL. 33884

INSTR # 99052091

OR BK 04214 PG 1942

RECORDED 04/02/99 12:35 PM

RICHARD M. WEISS CLERK OF COURT

POLK COUNTY

DEPUTY CLERK K. SEARS

DECLARATION

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

OF

WOODPOINTE

THIS DECLARATION, made this 1st day of April, 1999
by JOHN WOOD REALTY, INC., hereinafter called "Developer" and
WOODPOINTE HOMEOWNERS' ASSOCIATION, INC., hereinafter called
"Association".

W I T N E S S E T H

WHEREAS, Developer and Association are the owners of the real
property described in Article II of the Declaration and desire to
create thereon an exclusive residential community to be named
Woodpointe; and

WHEREAS, Developer and Association desire to insure the
attractiveness of the individual lots, homes, and community
facilities within Woodpointe, and to prevent any future impairment
thereof, to prevent nuisances, to preserve, protect and enhance the
values and amenities of the said property and to provide for the
maintenance of common areas and other community facilities
including operation and maintenance of the surface water management
system; and, to this end, desires to subject the real property
described in Article II together with such additions as many
hereinafter be made hereto (as provided in Article II) to the
Covenants, Conditions, Restrictions, Easements, charges and liens,
hereinafter set forth, each and all of which is and are for the
benefit of said property and each owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient
preservation, protection and enhancement of the values and
amenities in the Woodpointe and in the community properties and
facilities, to create an organization to which should be delegated
and assigned the powers of owning, maintaining and administering
the community properties and facilities, and administering and
enforcing the Covenants and Restrictions and collecting and
disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer has incorporated under the laws of the
State of Florida as a not for profit corporation, Woodpointe
Homeowners' Association, Inc., for the purpose of exercising the
functions aforesaid within Woodpointe.

NOW, THEREFORE, the Developer and Association declare that the real property described in Article II, and such additions therefore as may hereafter be made pursuant to the Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the Covenants, Conditions, Restrictions, Easements, charges and liens (sometimes referred to as "Covenants" and "Restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

SECTION ONE. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

1. "Woodpointe" shall mean and refer to all existing properties, and additions thereto, as are subject to this Declaration and Supplemental Declaration under the provisions of Article II hereof.
2. "Association" shall mean and refer to the Woodpointe Homeowners' Association, Inc..
3. "Private Dwelling Unit" shall mean and refer to all living units or residences within the Woodpointe each located on a lot as herein defined.
4. "Owner" shall mean and refer to the purchaser of or holder, whether one or more persons or entities, of the fee simple title to any Lot situated within Woodpointe, but shall not include the Mortgagee.
5. "Developer" shall mean and refer to John Wood Realty, Inc., its successors or assigns, or such other construction company that undertakes to develop real estate in Woodpointe under agreement with the owners of the land.
6. "Member" shall mean and refer to members of the Woodpointe Homeowners' Association, Inc..
7. "Lot" shall mean and include all parcels of land intended or designed for the construction thereof of one Private Dwelling Unit as herein defined.
8. "Committee" when referred to herein shall mean the Committee provided for in Article VI hereof.
9. "Community Property" or "Common Area" shall mean all streets, parks, surface water management systems and other land to be owned, maintained and administered by the Association as designated by the Developer.

ARTICLE II**PROPERTY SUBJECT TO THIS DECLARATION****ADDITIONS THERETO**

SECTION ONE. Existing Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to the Declaration is located in the County of Polk, State of Florida, and is more particularly described as Woodpointe as recorded in Plat Book 108, Pages 26 & of the Public Records of Polk County, Florida all of which real property shall hereinafter be referred to as "Existing Property".

SECTION TWO. Additions to Existing Property. Without further assent or permit, Developer hereby reserves the right, exercisable from time to time, to subject other real property to the restrictions set forth herein, in order to extend the scheme of this Declaration to other property to be developed as part of Woodpointe and thereby to bring such additional properties within the jurisdiction of the Association. The additions herein authorized shall be made by filing of record one or more supplementary Declarations with respect to the properties to be then subject to this Declaration and which shall extended the jurisdiction of the Association to such property and thereby subject such addition to assessment for their just share of the Association's expenses. Each supplementary Declaration may contain such complementary additions and modifications of the Covenants, Condition for their just share of the Association expenses. Each supplementary Declaration may contain such complementary additions and modifications of the Covenants, Conditions and Restrictions contained herein as may be necessary to reflect the different character, if any, of the added properties; provided, however, any such supplemental Declaration or any such other Declaration shall not revoke or otherwise amend the provisions of this Declaration as this Declaration pertains to the properties subjected hereto.

ARTICLE III

SECTION ONE. Agreement to Join Woodpointe Homeowners' Association,, Inc.. Each owner of a lot in the area described as the Woodpointe, shall be a member of the corporation known as Woodpointe Homeowners' Association, Inc. and their voting rights shall be as specified in the Articles of Incorporation and the By-laws of the Association.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMUNITY PROPERTIES

SECTION ONE. Member's Easements of Enjoyment. Subject to the provisions of Section 3 below, every member of Woodpointe Homeowners' Association shall have a non-exclusive right and easement of enjoyment in and to the Community Properties including the right of ingress and egress to each lot and such easement shall be appurtenant to and shall pass with the title to every Private Dwelling Unit or Lot situated within Woodpointe.

SECTION TWO. Title to Community Properties. The Developer has dedicated the legal title to the Community Properties to the Association with the recording of the plat set forth in Article II.

SECTION THREE. Extent of Members' Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

1. The right of the Association to limit the Common Area to Owners, their families and guests;

2. The right of the Association to suspend the voting and enjoyment rights of an Owner for any period during which any assessment against his lot remains unpaid, or for any infraction of the Association's published rules and regulations.

3. Roads. The common area shall include but not be limited to the roads and roadways located within the Woodpointe. The common areas shall not be dedicated, sold or otherwise conveyed to the State, County or any Public Agency by the Association, Developer, or any member or members of the Association, but shall be privately owned and maintained at all times.

4. The right of the Developer to impose reasonable Covenants and Restrictions in respect to such Community Properties, in addition to those set forth herein and such Covenants and Restrictions will be incorporated by reference and made part of the Declaration.

SECTION FOUR. Extension of Rights and Benefits. Every member of the Woodpointe Homeowners' Association, Inc. shall have the right, in accordance with the By-laws, to extend the rights and easements of enjoyment vested in him under this Article to each of his tenants and to each member of his family who resides with him at Woodpointe and to such other persons as may be permitted by Woodpointe Homeowners' Association, Inc..

ARTICLE V

EASEMENTS

SECTION ONE. Easements for Utilities. Developer is granted the right to grant easements, both temporary and permanent, to all public authorities and utility companies over any part of the Common Area described herein.

SECTION TWO. Easements for Encroachments. Each lot, and the property included in the Common Area, shall be subject to an easement for encroachments created by construction, setting and overhangs for all buildings constructed by Developer. A valid easement for said encroachments and for the maintenance of same, so long as such encroachments stand, shall and does exist.

SECTION THREE. Other Easements. There is hereby created a blanket easement upon, across and under all the Community Properties for ingress, egress, installation, replacement, repair and maintenance of all utilities, including but not limited to water, sewers, gas, telephones, electricity. An easement is hereby granted to the Association, its officers, agents, employees, including employees of any management company having a contract with the Association over all of the Common Areas to perform the duties of maintenance and repair of the Common Areas, to maintain any utilities for which an easement has been granted and to prevent damage to any other Private Dwelling Unit. An easement is hereby granted to Developer to enter the Common Area during the period of construction and sale on the properties, or any additions to the properties, and to maintain such facilities and perform such operations as in the sole opinion of Developer may be reasonably required, convenient or incidental to the construction and sale of Private Dwelling Units, including without limitation, a business office, sales office, storage area, construction yards, signs and model units.

SECTION FOUR. No Partition. There shall be no judicial partition of the Common Area, nor shall Developer, or any owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any lot owned in co-tenancy.

ARTICLE VI

COVENANTS FOR MAINTENANCE ASSESSMENTS

SECTION ONE. Creation of the Lien and Personal Obligations for Assessments. Each Owner of any Private Dwelling Unit or Lot within Woodpointe by acceptance of a deed therefor, whether or not

it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree to pay to Woodpointe Homeowners' Association, Inc.: (1) annual assessment or charges; (2) special assessments for capital improvements; said such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

SECTION TWO. Purpose of Assessments. The assessments levied by the Association shall be used as a sinking fund for the maintenance, repair and replacement of roads or any elements of the Common Areas and also, to provide funds for such purposes as the Association may determine are for the benefit of its members, which purposes shall include for maintenance, landscaping and beautification of the Common Areas. Common Areas may include public or other lands designated by the Developer and/or the Association. Funds may also be used to provide other services for the Association members to promote the health, safety and welfare of the residents of Woodpointe and in particular for the acquisition, improvement and maintenance of properties including but not limited to the surface water management system, service and facilities related to the use and enjoyment of the Common Area, including but not limited to the cost of repair, replacement and additions thereto; the cost of labor, equipment, materials, management and supervision thereof; payment of utility service for the Common Area, the payment of taxes assessed against the Common Area; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the employment of security personnel to provide any service which is not readily available from any governmental authority; and such other needs as may arise.

SECTION THREE. Exempt Property. The assessments, charges and liens created under this Article VI shall not apply to the Common Areas or lots owned by the Developer until such time as the lot is conveyed to an Owner who is not the Developer. Any lot which Developer may hereafter designate for common use as part of the Common Area or otherwise shall be exempt from the assessments and charges created herein. In addition, all property dedicated to and accepted by a local public authority or all land granted to or used by a utility company shall likewise be exempt therefrom.

SECTION FOUR. Maximum Annual Assessment. Until the fiscal year beginning January 1, 2000, the maximum annual maintenance assessment shall be \$300.00 per lot.

A. Thereafter the annual maintenance assessment will be determined by the Board of Directors of the Association but an increase may not exceed two percent (2%) of the previous years assessment, plus the percentage increase shown on the U.S. Bureau of Labor Statistics Consumer Price Index for Services.

B. The Board of Directors may fix the annual maintenance assessment at an amount not in excess of the maximum.

C. The maximum annual maintenance assessment may be increased above the maximum only by a vote of a majority of the members.

SECTION FIVE. Special Assessments. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only, provided that any such assessment shall be approved by a majority of the members.

SECTION SIX. Notice and Quorum for any Action Authorized Under Sections Four and Five. Written notice of any meeting called for the purpose of taking any action authorized under Sections Four and Five of this Article shall be sent to all members not less than ten (10) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence in person or by proxy of members entitled to cast sixty percent (60%) of all 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 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 six (6) months following the preceding meeting.

SECTION SEVEN. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots.

SECTION EIGHT. Date of Commencement of Annual Assessment, Due Date, Certificate of Payment. Annual Assessments provided for herein shall commence as to each lot on the first day of the month following conveyance of the lot from the Developer to the Owner. The first annual assessment for a lot shall be adjusted according to the number of months remaining in the calendar year. Not later than thirty (30) days after January 1st of each year, the Board of Directors shall fix the amount of the annual assessment against each lot and, in the event the Board elects not to fix such assessment rate as herein provided, the amount of the prior year's annual assessment shall be the fixed amount. Written notice of any changed assessment rate shall be sent to every owner. The due

dates for the payment of annual and special assessments shall be established by the Board of Directors and, unless the Board otherwise provides, one-twelfth (1/12) of the annual maintenance and special assessments shall be due each month. The Association shall, upon demand and for reasonable charge furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified lot have been paid to date.

SECTION NINE. Effect of Non-Payment of Assessment; Remedies of The Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at twelve percent (12%) per annum. The Association, its agents or representative, may bring action at law against the Owner personally obligated to pay the same or foreclose the lien against the lot to which the assessment relates, and interest, costs, and reasonable attorney's fees to such actions or foreclosures shall be added to the amount of such assessment to the extent allowed by law. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his lot.

SECTION TEN. Subordination of Non-Payment of Assessment, Remedies of The Association. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage or mortgages now or hereafter placed upon the properties subject the assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sales or transfer shall not relieve such property from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment. The term mortgage or mortgages shall include deed of trust or deeds of trust.

ARTICLE VII

ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS

The Developer shall have the responsibility of enforcing the restrictions set forth in this Article prior to the formation of the Committee, which, upon appointment, shall assume and be responsible for enforcement. References in this Article to Committee shall mean the Developer until the Committee is appointed. The following architectural, maintenance and use restrictions shall apply to each and every lot now or hereafter subjected to this Declaration.

SECTION ONE. Approval of Plans and Architectural Committee. For the purpose of further insuring the development of said land as a residential area of highest quality and standard, and in order that all improvements on each lot shall present an attractive and pleasing appearance from all sides of view, the Committee reserves the exclusive power and discretion to control and approve all of the building, structures, and other improvements on each lot in the manner and to the extent set forth herein. No residence or other building, and no building, and no fence, wall, utility yard, driveway, swimming pool, or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed erected or allowed to remain on any lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering same, showing the nature, kind, shape, heights, size, materials, floor plans, exterior color schemes, location and orientation of the lot and approximate square footage, construction schedule, front, side and rear elevations and such other information as the Committee shall require, including, if so required, plans for the grading and landscaping of the lot showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by the Committee. All architectural, remodeling and landscape plans must be accompanied by site plans which show the sitting of homes on each side of the residency under consideration. The Committee shall have the absolute and exclusive right to refuse to approve any building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of the Developer of contiguous land. In the event the Committee rejects such plans and specifications as submitted, the Committee shall so inform the property owner in writing stating with reasonable detail the reason(s) for disapproval and the Committee's recommendations to remedy, same if, in the sole opinion of the Committee, a satisfactory remedy is possible. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Committee may take into consideration the suitability and desirability of proposed constructions and of the materials of which the same are proposed to be built, to the building plot upon which it is proposed to erect the same, the quality of the proposed workmanship and materials, the harmony of external design with surroundings, neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring properties. In addition, there shall be submitted to the Committee for approval such samples of building materials proposed to be used as the Committee shall specify and require.

As a prerequisite to the consideration for approval, and prior to beginning the contemplated work, two (2) complete sets of plans and specifications must be submitted to the Committee. Upon giving written approval, construction shall be started and prosecuted to

completion promptly and in strict conformity with such plans and specifications. Committee shall be entitled to stop any construction in violation of these restrictions and any such exterior addition to or change or alteration having first been made and approval obtained as provided above, shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at Owner's costs. In the event the Committee fails within forty-five (45) days to approve or disapprove such plans and specifications, approval will not be required, and this Section shall be deemed to have been fully complied with. The Committee shall have the right to charge a reasonable fee for receiving such application for approval of plans and specifications.

Until such time as Developer divests itself of all lots within Woodpointe, Developer shall be the Committee and shall exercise authority to approve plans and specifications. Developer shall have the right to assign the Committee to the Association at any time. After Developer either assigns the Committee to the

Association or divests itself of all lots within Woodpointe, the Committee shall be the Board of Directors of the Association.

SECTION TWO. Land Use and Minimum Living Area Square Footage

1. Only one private dwelling shall be erected, constructed, placed or maintained on any one of the lots, except that more than one lot may be used for one private dwelling.

2. No Structure of a temporary nature or character shall be used as a residence.

3. No building or structure shall be moved onto any lot in the area covered by these restrictions, it being the intent of this imposition of restriction that any and all buildings or structures on any of the property herein before described shall be constructed thereon.

4. No building erected for use as a garage upon the land hereby conveyed or upon any parcel thereof or any lot therein shall ever be used as a residence; nor shall any trailer or vehicle used for housing of any kind be allowed to park or remain within the boundaries of any of the lots, whether for dwelling purposes or not.

5. Every private dwelling unit to include at a minimum a two car enclosed garage with garage door.

6. No private dwelling shall be erected or allowed to remain on any lakefront lot unless the square foot area of the main residence, exclusive of screen porches, garages, storage rooms and garages, shall equal or exceed 2,500 square feet. All other lots shall equal or exceed 2,000 square feet.

7. The Developer shall have the right to reduce this square footage standard up to a maximum of ten (10%) percent when, in its opinion, there are special sites and architectural considerations involved.

SECTION THREE. Maintenance.

1. All lots, together with the exterior of all improvements (if any) located thereon, shall be maintained in a neat and attractive condition by their respective owners. In the event that the need for maintenance or repair is caused through willful or negligent act of the Owner, his family, or guests, or invitees, the cost of such maintenance or repairs, shall be added to and become a part of the assessment to which such lot is subject. Any maintenance which is not the responsibility of the Association, shall be the responsibility of the respective Owners. In the event the Owner(s) shall fail to perform their maintenance responsibilities to the premises and the improvements situated thereon in a manner satisfactory to the Committee, after approval by two-thirds (2/3) vote of its Board of Directors, the Association shall have the right, through its agents and employees, to enter upon said lot, the exterior of the buildings and any other improvements erected thereon and perform such maintenance as approved by the Board. The cost of such maintenance shall be added to and become a part of the assessment to which such lot is subject and Owner shall be personally liable to the Association for the costs of such maintenance which is otherwise the Owner's responsibility. Said costs, until paid, shall be a permanent charge and lien upon said lot.

Entry to perform maintenance by the Association shall be only between the hours of 7:00 A.M. and 6:00 P.M. on any day except Sunday. Such entry as therein provided shall not be a trespass, nor shall the Association be liable for doing anything reasonably necessary or appropriate in connection with carrying out these provisions.

SECTION FOUR. Screening of Other Uses.

1. Outside clotheslines will not be permitted.
2. Street mailboxes shall be of the type consistent with the character of Woodpointe and shall be placed and maintained to complement the houses in the neighborhood.
3. No housetrailer shall be permitted to stay on any lot or property of the Association. No boats, boat trailers, recreational vehicles, campers or any other such vehicle, trailer or vessel shall be permitted to stay on Association property or on a lot unless permanently enclosed in a garage or carport and screened from view of adjoining lots, streets and Common Areas. Temporary buildings and other structures shall be permitted during

the construction period of houses or as a temporary real estate office of Developer for the sale of land and residence. No garage, outbuilding or other appurtenant structure shall be used for residential purpose, either temporary or permanently.

4. No house or other structure on any lot shall be used for commercial or business purposes. Each Owner shall refrain from any act or use of his lot which could reasonably cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No noxious, offensive or illegal activity shall be carried on upon any lot. No lot shall be used in whole or in part for storage or rubbish of any character whatsoever nor shall any substance, thing or material be kept upon any lot which will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants of surrounding property. No trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit deposits of trash, rubbish, and other such debris for pickup by garbage and trash removal service units. In the event that any Owner of any developed lot fails or refuses to keep such property free from any of the foregoing unsightly items, weeds, or underbrush, the Association may, at its option, ten (10) days after posting notice thereon or mailing a notice to said Owner at his property address requesting Owner to comply with requirements of this paragraph, enter and remove all such unsightly items and growth at said Owner's expense, and Owner shall be personally liable to the Association for the costs of removal, and the costs until paid shall be a permanent charge and lien upon such lot. By acquiring property subject to these restrictions, each and every Owner agrees to pay such costs promptly upon demand by the Association, their agents, assigns, or representatives. No such entry as provided herein shall be deemed as a trespass. The provisions of this section shall not apply to lots upon which houses are under construction.

5. Window air conditioning units shall not be installed.

SECTION FIVE. Fences, Hedges and Landscaping.

1. All the landscape plans, fences and hedges must receive prior written approval from the Committee before implementation.

2. All houses will be required to have adequate landscaping accomplished at the completion of construction as determined in the sole discretion of the Developer or Architectural Committee.

3. All lawns to be St. Augustine sodded with underground irrigation systems.

SECTION SIX. Animals.

1. No animals, livestock, or poultry of any kind shall be raised, bred, pastured or maintained on any lot, except not more than three (3) household pets kept for the sole pleasure and purpose of the occupant but not for any commercial use or purpose. Birds shall be confined to cages.

2. No person owning or having possession, charge, custody, or control of any dog, shall cause, permit or allow the dog to stray, run, be, go, or in any other manner, be at large in or upon any street, sidewalk or park or on private property of others without the express or implied consent of the Owner of such private property.

SECTION SEVEN. Signs.

1. No advertising sign of any kind whatsoever shall be erected upon or displayed or otherwise exposed to view on any lot or improvement thereon without the prior written consent of the Committee. No real estate signs will be erected on any lot or Common Area except for signs erected by the Developer.

SECTION EIGHT. Docks.

1. No docks, piers, or similar structures shall be constructed without the written consent of the Committee.

SECTION NINE. Utilities.

1. With the exception of small receiving antenna dishes not larger than a maximum 18 inches in diameter as approved by the Committee and hidden from view from the front of a Private Dwelling Unit, no outside radio transmission tower or receiving antenna shall be erected by an Owner, and no outdoor television antenna may be erected or installed if Developer shall provide cable television reception to a lot. If cable television service is not available to a lot, then the customary outdoor television receiving antenna may be installed, provided such outdoor antenna shall thereafter be taken down and removed by the Owner when and if a cable television receiving service shall later be provided by Developer.

2. All residential utility service lines (including, without limitation, electricity, telephone, any and all types of radio and television lines, cables, etc.) to the lots shall be underground, provided however, this restriction shall not be construed to prohibit the installation or construction of one or more central utility service relay towers in the even such is, in the Committee's sole discretion, deemed necessary.

SECTION TEN. Noxious Activities.

1. The pursuit of hobbies or other inherently dangerous activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might cause disorderly, unsightly or unkept conditions; the shooting of firearms, fireworks or pyrotechnic devices of any type or size; and other such activities shall not be pursued or undertaken on any part of any lot or the Common Area without the consent of the Developer or Association.

2. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

3. No commercial vehicles of any type shall be permitted to remain overnight on the property of a private dwelling within Woodpointe unless garaged, other than as may be used by the Developer in conjunction with building operations.

4. No trailers or no unlicensed motor vehicles of any type shall be permitted to remain overnight on the property of a private dwelling, unless garaged.

SECTION ELEVEN. Storage of Materials.

1. Incinerators for garbage, trash, or other refuse shall not be used nor permitted to be erected or placed on any lot. Any and all equipment, coolers, woodpiles, garbage cans, refuse, or storage piles placed on a lot (whether temporary or permanent) shall be walled in to conceal same from the view of the neighboring lots, roads, streets, the waterfront or open areas. Plans for all screens, walls and enclosures must be approved by the Committee prior to construction.

2. No lumber, brick, stone, cinder block, concrete or other building materials, scaffolding, mechanical devices, or any other thing used for building purposes shall be stored on any lot except for the purpose of construction on such lot and shall not be stored on such lot for longer than the length of time reasonably necessary for the construction to completion of the improvement in which same is to be used.

3. No exposed above-ground tanks will be permitted for the storage of fuel or water or any other substance, except for water tanks that may be constructed by the Developer for the storage of potable water for the community and fuel tanks for Developer's use during building operations.

SECTION TWELVE. Miscellaneous.

1. No Owner shall excavate or extract earth from any of the lots subject to this Declaration for any business or other commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding lots. No lot shall be increased in size by filling in the water it abuts.

2. No privies or outside toilet facilities shall be constructed or maintained on any lot without prior approval of the Committee.

ARTICLE VIII

GENERAL PROVISIONS

SECTION ONE. Duration. The foregoing restrictions shall be construed to be covenants running with the land and shall be binding and effective until December 31, 2025, at which time they shall be automatically extended for successive periods of ten (10) years each unless approved by no less than two-thirds (2/3) of the total votes of both classes of membership cast in person or by proxy to change, amend or revoke the restrictions in whole or in part. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefore, thereby agrees that the covenants and restrictions of this Declaration may be extended as provided in this Article. In the event an extension is authorized by this Article, a notice of extension shall be executed by the President of the Association and recorded in the Public Records of Polk County, Florida.

SECTION TWO. Amendment. The covenants and restrictions of this Declaration as they pertain to the lots and other properties within Woodpointe, may be amended at any time and from time to time during the period of any extension or renewal thereof, by an agreement signed by (a) a Developer, if it is the Owner of any lots then subject thereto; (b) to the extent permitted by law, by at least two-thirds (2/3) of Owners whose lots are then subject thereto; (c) to the extent that any amendment would affect the surface water management systems, including the water management portions of the Common Areas, must have the prior approval of the Southwest Florida Water Management District. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. By way of clarification, this process of amendment does not apply to "additions". Any purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be amended as provided herein.

SECTION THREE. Enforcement. If any person, firm or corporation shall violate or attempt to violate any of these restrictions, it shall be lawful for any other person, firm or corporation owning any property within Woodpointe to bring action against the violating party at law or in inquiry for any claim which these restrictions may create in such other Owner or interested party either to prevent said person, firm or corporation from so doing such acts or to recover damages for such violation. The provisions of this Section are in addition to and separate from the rights of the Association to collect Association fee. Any failure by Developer or any property Owner to enforce any of said Covenants and Restrictions or other provisions shall in no event be deemed a waiver of the right to do so thereafter. Invalidation of any one or more of these restrictions by judgment of court order shall neither affect any of the other provisions not expressly held to be void nor the provisions so voided in circumstances or application other than those expressly invalidated, and all such remaining provisions shall remain in full force and effect together with the provisions and rules as they apply to circumstances other than those expressly invalidated.

SECTION FOUR. Delegation and Assignability. Developer shall at all times and from time to time have the right to delegate any and all functions herein reserved to Developer. Further notwithstanding any other provision contained herein to the contrary, Developer shall have the right at all times and from time to time to fully transfer, convey and assign all or any part of its right, title and interest (whether real or personal) in and to common properties; provided, however, that any such transferee, grantee or assignee shall take such rights subject to all obligations, of Developer also herein contained to respect thereto and such transferee, grantee or assignee shall be deemed to have assumed the same. In the event of any such sale, transfer or conveyance, said Developer shall not be relieved of liability resulting from its failure to perform or negligent performance of its obligation under these Covenants prior to such sale, transfer or conveyance. Developer shall not, however, be liable to any person for any injury or loss resulting from failure of performance or negligent performance of Developer's obligations under these Covenants prior to such sale, transfer or conveyance.

SECTION FIVE. Headings and Binding Effect. Headings are inserted only for the convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying the particular paragraphs to which they refer. The covenants, agreements, and rights set forth herein shall be binding upon and insure to the benefit of the respective heirs, executors, successors and assigns of the Developer and all persons claiming by, through or under Developer.

SECTION SIX. Unintentional Violation of Restrictions. In the event of unintentional violation of any of the foregoing restrictions with respect to any lot, the Developer or its successors reserves the right (by and with the mutual written consent of the Owner or Owners for the time being of such lot) to change, amend or release any of the foregoing restrictions as the same may apply to that particular lot.

IN WITNESS WHEREOF, the said JOHN WOOD REALTY, INC. and WOODPOINTE HOMEOWNERS' ASSOCIATION, INC., has caused this Declaration of Covenants, Conditions and Restrictions to be executed by John G. Wood, Jr., the President of both corporations, the date first above written.

Sharen Coltrane
Sharen Coltrane
Pat Guest
Pat Guest

JOHN WOOD REALTY, INC.
John G. Wood, Jr.
BY: JOHN G. WOOD, JR. PRESIDENT

Sharen Coltrane
Sharen Coltrane
Pat Guest
Pat Guest
STATE OF FLORIDA
COUNTY OF POLK

WOODPOINTE HOMEOWNERS'
ASSOCIATION, INC.
John G. Wood, Jr.
BY: JOHN G. WOOD, JR. PRESIDENT

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgements under oath, JOHN G. WOOD, JR., President of JOHN WOOD REALTY, INC., a Florida corporation, and WOODPOINTE HOMEOWNERS' ASSOCIATION, INC., a Florida not for profit corporation, to me well known and personally known to me to be the person who executed the within Declaration of Covenants, Conditions and Restrictions and he acknowledged before me that he executed the same for said corporations for the purposes therein expressed.

WITNESS my hand and seal this 1st day of April, 1999.



Sharen Coltrane
MY COMMISSION # CC672452 EXPIRES
August 17, 2001
BONDED THRU TROY FARM INSURANCE, INC.

Sharen Coltrane
NOTARY PUBLIC: Sharen Coltrane

My commission expires: 8/17/01

RECORD & RETURN TO:
John G. Wood, Jr., Esq.
3601 Cypress Gardens Rd.
Winter Haven, FL 33884

INSTR # 2004138843
BK 05844 PGS 2018-2020 PG(s) 3
RECORDED 07/09/2004 11:31:53 AM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 27.00
RECORDED BY N Marion

**SUPPLEMENTARY DECLARATION
TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF WOODPOINTE**

This Supplementary Declaration made this 1st day of JULY, 2004 by
John G. Wood & Associates, Inc., hereinafter called "Developer" and Woodpointe
Homeowners' Association, Inc., hereinafter called "Association".

W I T N E S S E T H

Whereas, the original Declaration of Covenants, Conditions and Restrictions of
Woodpointe, hereinafter called "the Declaration", was recorded in Official Records Book 4214,
Pages 1492-1958 of the Public Records of Polk County, Florida.

Whereas, Article II of the Declaration provided for additions to the existing property
subject to the jurisdiction of the Association and that the Supplementary Declaration may contain
additional restrictions.

Whereas, John G. Wood & Associates, Inc. is the successor developer to John Wood
Realty, Inc..

Whereas, the developer desires to subject Woodpointe Phase II as described herein to the
Declaration and to add additional restrictions to the Phase II lots and common area.

NOW THEREFORE, the Developer and Association declare that the real property
described herein, is and shall be held, transferred, sold, conveyed and occupied subject to the
Declaration and the additional restrictions hereinafter set forth.

Description of Additions to existing property

The real property which is being added to the Declaration is located in the County of
Polk, State of Florida, and is more particularly described as Woodpointe Phase II as recorded in
Plat Book 125, Pages 44, 45 & 46, of the Public Records of Polk County, Florida.

Additional Restrictions

1. Subsection 369.20(8), F.S. states 'a riparian owner may physically or mechanically remove herbaceous aquatic plants and semiwoody herbaceous plants, such as shrub species and willow, within an area delimited by up to 50 percent of the property owner's frontage or 50 feet, whichever is less...' In addition, property owners may construct private docks within the cleared area which are exempt pursuant to Rule 40-D-4.051(12)(c), Florida Administrative Code. Otherwise, no owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District, Bartow Service Office. This restriction includes, but is not limited to the construction of seawalls, upland retaining walls, and the placement of rip-rap or other shoreline reinforcements. Future changes to the abovementioned statute and rule shall be applied to this restriction.
2. No owner of property within the subdivision may construct or maintain any building residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation area(s), buffer area(s), upland conservation area(s), and drainage easement(s) described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District, Bartow Service Office.
3. No construction activities may be conducted relative to any portion of the surface water management system facilities. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the surface water management system facilities. If the project includes a wetland mitigation area, as defined in section 1.7.24, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the District. Construction and maintenance activities which are consistent with the design and permit conditions approved by the District in the ERP may be conducted without specific written approval from the District.
4. The District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the association to compel it to correct any outstanding problems with the surface water management system facilities.
5. If the association ceases to exist, all of the lot owners, parcel owners or unit owners shall be jointly and severally responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the ERP, unless and until an alternate entity assumes responsibility as explained in subsection 2.6.2.2.4.h.

In Witness Whereof, the said John G. Wood & Associates, Inc. and Woodpointe Homeowner's Association, Inc. has caused this Supplementary Declaration to be executed by John G. Wood and John G. Wood Jr. as President of each corporation, the date first above written.

Sharen Coltrane
Sharen Coltrane

Melissa Patterson
Melissa Patterson

JOHN G. WOOD & ASSOCIATES, INC.

John G. Wood
John G. Wood, President

Sharen Coltrane
Sharen Coltrane

Melissa Patterson
Melissa Patterson

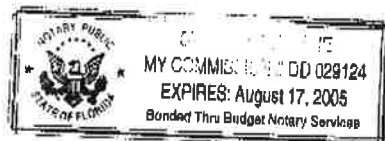
WOODPOINTE HOMEOWNER'S
ASSOCIATION, INC.

John G. Wood, Jr.
John G. Wood, Jr., President

STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to take acknowledgments under oath, John G. Wood, President of John G. Wood & Associates, Inc., a Florida corporation and John G. Wood, Jr., President of Woodpointe Homeowner's Association, Inc., a Florida not for profit corporation, to me well known and personally known to me to be the person who executed the within Supplementary Declaration to Declaration of Covenants, Conditions and Restrictions of Woodpointe and they acknowledged before me that they executed the same for said corporations for the purposes therein expressed.

WITNESS my hand and seal this 10th day of July, 2004.



Sharen Coltrane
NOTARY PUBLIC