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The original legal documents of the Declaration of Covenants, Conditions and Restrictions for Stoneybrook Estates Community Association, Inc. were prepared by John M. Swalm III, P.A. Attorneys at Law, 600 Fifth Ave., S., Suite 207, Naples, FL 33940, 941-263-6920, and were adopted on January 29, 1992.

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Stoneybrook Estates Community Association, Inc.

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
Stoneybrook Estates Community Association, Inc.

WHEREAS, Declarant is developing a planned residential community located in Sarasota County, Florida, to be known as Stoneybrook Estates; and

WHEREAS, the real property which may ultimately be developed as part of Stoneybrook Estates (the "Total Lands") is described in Exhibit "A" to this Declaration; and

WHEREAS, the "Total Lands" comprise a portion of the planned, multi-staged "Development of Regional Impact" (as that term is defined in Chapter 380, Florida Statutes) known as Palmer Ranch, which is planned to be developed incrementally in accordance with the "Master Development Order" (as that term is defined in Chapter 380.06(21), Florida Statutes) adopted by the Board of County Commissioners of Sarasota County in that regard (the "MDO"); and

WHEREAS, The Board of County Commissioners of Sarasota County has adopted by resolution dated March 21, 1989, an "Incremental Development Order" (as that term is defined in Chapter 380.06(21), Florida Statutes) for the Total Lands (the "IDO"), and upon such adoption, Stoneybrook Estates became Committed Property under the Master Declaration; and

WHEREAS, Declarant intends that the Total Lands shall be developed in accordance with the MDO, the IDO and the Master Declaration; and

WHEREAS, Declarant presently commits to subject only that portion of the Total Lands which is legally described in Exhibit "B" hereto (the "Committed Lands") to the covenants, conditions, provisions, and restrictions contained in this Declaration; and

WHEREAS, all portions of the Total Lands which are not Committed Lands (the "Uncommitted Lands") may be used in any manner consistent with applicable law as Declarant, in its sole discretion, deems appropriate; and

WHEREAS, Declarant may in the future elect to add, or not to add, additional portions of the Total Lands to the Committed Lands as provided herein, and thereby subject such additional portions of the Total Lands to this Declaration; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in the Community, and to create an agency to which should be delegated and assigned the powers of administering and enforcing this Declaration of Covenants, Conditions and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has created, under the Laws of the State of Florida, a corporation not for profit known as STONEYBROOK ESTATES COMMUNITY ASSOCIATION INC., for the purpose of exercising the functions aforesaid;

NOW THEREFORE, the Declarant, U.S. Home Corporation, and any other person owning an interest in the subject property who consents to or joins in the making of this Declaration hereby declare that the Committed Lands described in Exhibit "B" hereto, together with any additional portions of the Total Lands that are added to the Committed Lands by subsequent amendment of Exhibit "B" to this Declaration, are and shall be owned, used, sold, conveyed, encumbered, demised and occupied subject to the provisions of this Declaration, which shall run with the Committed Lands and be binding on all parties having any right, title or interest in the Committed Lands or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof. Additional portions of the Total Lands may be added to the Committed Land only if the amendment of Exhibit "B" is executed or joined in by all other persons owning an interest in the property being added. Nothing herein contained, and no violation of these covenants, conditions and restrictions shall invalidate or impair the lien of any mortgage or deed of trust given in good faith and for value.

1. **DEFINITIONS.** All terms and words used in this Declaration and its recorded Exhibits shall

be defined as stated below, or if not defined below, as specified in the Declaration of Covenants, Conditions, and Restrictions of Palmer Ranch, as recorded in Official Record Book 1894, Pages 2467 et seq., Public Records of Sarasota County, Florida (the "Master Declaration").

- 1.1 "**Association**" or "**Community Association**" shall mean STONEYBROOK ESTATES COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit.
- 1.2 "**Board**" means the Board of Governors of the Association.
- 1.3 "**Boulevard Common Areas**" means the real property, including portions of the Total Lands, owned by or the control and use of which has been granted to, the Commons Association.
- 1.4 "**Building and Planning Board**" means the Board described in Article 6 of the Master Declaration.
- 1.5 "**Committed Lands**" means those portions of the Total Lands described in Exhibit "B" to this Declaration, as amended from time to time.
- 1.6 "**Committed Property**" means those portions of Palmer Ranch which are subjected to specific "Land Use Classifications" (as that term is defined in the Master Declaration) under the Master Declaration by an "IDO" (as that term is defined in the Master Declaration), which includes the Total Lands.
- 1.7 "**Common Areas**" means all portions of the Committed Lands exclusive of the Lots, including without limitation a 30" x 50" swimming pool, gazebo and playground area.
- 1.8 "**Commons Association**" means Stoneybrook Commons Association, Inc., a Florida corporation not for profit, formed for the limited purposes of owning, operating and maintaining certain private roadways, medians, landscaped entranceways, and limited access control facilities serving one or more Communities within Stoneybrook at Palmer Ranch.
- 1.9 "**Community Declaration**" means this document, as amended from time to time.
- 1.10 "**Community**" means all property which is subject to this Declaration, and includes both Common Areas and Lots.
- 1.11 "**Declarant**" or "**Developer**" means U.S. Home Corporation, a Delaware corporation authorized to do business in Florida. Where the term is used in this Declaration, the Articles of Incorporation or Bylaws of the Community Association, it shall always be deemed to include the successors and assigns of the Declarant's development rights.
- 1.12 "**Development Code**" means the Palmer Ranch Development Code, and all architectural, landscaping and building standards as adopted by the Master Declarant and the Building and Planning Board.
- 1.13 "**Family**" means one adult natural person occupying a Residence, that person's spouse, if any, and their unmarried children who regularly reside with them, if any.
- 1.14 "**Governing Documents**" means the Master Declaration, Articles of Incorporation, Bylaws, and Rules and regulations of the Master Association, and the Development Code, as well as this Declaration, and the Articles of Incorporation, Bylaws, the Rules and Regulations and the Resolutions of the Association. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order of priority as stated herein.
- 1.15 "**Guest**" means any person who is physically present in, or occupies a Residence on a temporary basis at the invitation of the owner or other legally permitted occupant, without the payment of consideration.
- 1.16 "**IDO**" means the Incremental Development Order adopted pursuant to Chapter 380.06(20), Florida Statutes, on March 21, 1989, by resolution of the Board of County Commissioners of Sarasota County (Resolution No. 89-100) and recorded in Official Record Book 2109 at Pages 2918 et seq., Public Records of Sarasota County, Florida, regarding the development of the property subject to this Declaration.

1.17 "**Institutional Mortgagee**" means:

(A) a lending institution having a first mortgage lien upon a Lot and Residence, including any of the following institutions: A federal or State savings and loan or building and loan association, a bank chartered by a state or federal government, a real estate investment trust, a pension and profit sharing trust, a mortgage company doing business in the State of Florida, or a life insurance company; or

(B) a governmental, quasi-governmental or private agency that is engaged in the business of holding, guaranteeing or insuring residential mortgage loans (including without limitation the Federal National Mortgage Association), Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration and Veterans Administration and which holds, guarantees or insures a first mortgage upon a Lot and Residence; or

(C) the Developer, and any and all investors or lenders, or the successors and assigns of such investors or lenders which have loaned money to Developer to acquire, or construct improvements upon, the Community and who have a first mortgage lien on all or a portion of the Community securing such loan. An "**Institutional Mortgage**" is a mortgage encumbering a Lot or Residence held by an Institutional Mortgagee.

1.18 "**Lease**" means the grant by an owner of temporary right of use of the owner's Residence for valuable consideration.

1.19 "**Lot**" means one or more of the platted parcels of land into which the Community has been subdivided as shown in Exhibit "C" hereto, upon each of which a Residence has been or is intended to be constructed. Unless the context clearly requires a different interpretation, the term "Lot" shall be interpreted as if it were followed by the words "and the Residence constructed thereon."

1.20 "**MDO**" means the Master Development Order adopted pursuant to Chapter 380.06(20), Florida Statutes, on December 18, 1984, by resolution of the Board of County Commissioners of Sarasota County Resolution No. 84-418, and recorded in Official Records Book 1849, Pages 829 et seq., Public Records of Sarasota County, Florida, regarding the development of Palmer Ranch, as amended from time to time.

1.21 "**Master Association**" means the Palmer Ranch Master Property Owners Association, Inc., a Florida corporation not for profit, its successors or assigns.

1.22 "**Master Declarant**" means the Declarant of the Master Declaration and its successors and assigns.

1.23 "**Master Declaration**" means the Declaration of Covenants, Conditions and Restrictions of Palmer Ranch, as recorded in Official Record Book 1894, Pages 2467 et seq., Public Records of Sarasota County, Florida, as amended from time to time.

1.24 "**Member**" means all persons who are members of the Association as provided in this Declaration, and the Articles of Incorporation and Bylaws of the Community Association.

1.25 "**Occupy**", when used in connection with a Residence, means the act of being physically present in the residence on two or more consecutive days, including staying overnight. An "**Occupant**" is one who occupies a Residence.

1.26 "**Owner**" means any person or persons, entity or entities, who are the record owner of legal title to any Lot. Exception: For the sole purpose of interpreting use and occupancy restrictions related to Residences, in cases where a primary occupant has been designated for a Residence because of the form of its ownership, the word "owner" refers to the primary occupant and not the record owner.

1.27 "**Palmer Ranch**" means the multi-stage planned development, subject to the Master Declaration as it may be amended from time to time, in which the Stoneybrook Estates Community is located.

1.28 "**Primary Occupant**" means the natural person approved for occupancy, together with that person's family, when title to a Residence is held in the name of two or more persons

who are not husband and wife, or by one or more trustees, or by a partnership, a corporation or other entity which is not a natural person.

1.29 "**Residence**" means any or all the residential dwelling units which will be constructed on the Lots, designed for use and occupancy as a single-family residence. Where the term is used, it shall be interpreted as if followed by the words "and the Lot on which it is constructed," unless the context precludes such an interpretation.

1.30 "**Rules and Regulations**" means the administrative regulations governing use of the Common Areas and procedures for administering the Association, as adopted by resolution of the Board of Governors.

1.31 "**Stoneybrook Boulevard Commons Declaration**" means the Declaration of Covenants, Conditions and Restrictions for Stoneybrook Boulevard Commons, as recorded at O.R. Book 2382, Page 2694, et seq., Public Records of Sarasota County, Florida, as amended from time to time.

1.32 "**Stoneybrook Estates**" means and shall be the name of the Community.

1.33 "**Stoneybrook Estates Documents**" means this Declaration and all recorded exhibits hereto, as the same may be amended from time to time.

1.34 "**Total Lands**" means the real property which is legally described in Exhibit "A" hereto, which may ultimately be subjected to the covenants, conditions, and restrictions contained in this Declaration.

1.35 "**Voting Interests**" means the arrangement established in Section 3.5 of this Declaration, the Stoneybrook Estates Documents by which the members are entitled to vote in the affairs of the Association.

1.36 "**Uncommitted Lands**" means all portions of the Total Lands, exclusive of Boulevard Common Areas, which have not yet been added by Declarant to the Committed Lands by this Declaration or Exhibit "B" to this Declaration.

2. DESCRIPTION OF DEVELOPMENT; MASTER ASSOCIATION; DURATION OF COVENANTS.

The Stoneybrook Estates Community is being developed by the Declarant into Lots for single family Residences. The Community is located within Palmer Ranch, a planned multi-stage development of regional impact. Other areas of Palmer Ranch may be under development for an extended time. Incident to the development process, the quiet enjoyment of the Community may be unavoidably interfered with to some extent by construction operations. From time to time, Declarant and others may present to the public certain renderings, plans, and models showing possible future development of Stoneybrook Estates and other parts of Palmer Ranch. Declarant does not warrant in any way the schemes in these renderings, plans or models or how the future improvements in Stoneybrook Estates or other parts of Palmer Ranch will actually be developed. The owners accept that any such renderings, plans or models are primarily thematic and in no way represent a guaranteed final development plan for Stoneybrook Estates or Palmer Ranch.

2.1 **General Plan for Development.** Declarant is or may become the owner of the Total Lands and presently plans to develop all or a portion of same as a multi-staged, planned community known as "Stoneybrook Estates". The Total Lands are comprised of Committed Lands, Uncommitted Lands and Boulevard Common Areas.

(A) **The Committed Lands.** The Committed Lands are those portions of the Total Lands which are described in Exhibit "B" as amended from time to time, and are subject to the covenants, conditions, provisions, and restrictions of this Community Declaration and the Stoneybrook Estates documents. At the time of recording this Declaration, the Committed Lands consist of a single family subdivision containing approximately 35 Lots.

(B) **The Uncommitted Lands.** The Uncommitted Lands are all portions of the Total Lands which are not Committed Lands or Boulevard Common Areas. Declarant shall

have the right and the power, but neither the duty nor the obligation, in its sole discretion and by its sole act, to add other portions of the Uncommitted Lands to the Committed Lands by recording in the Public Records of Sarasota County one or more amendments to this Declaration, amending Exhibit "B". If Declarant determines from time to time, in its sole discretion, not to add all or a particular portion of the Uncommitted Lands to the Committed Lands, and Declarant desires to make a statement to this effect of record, which statement Declarant is not obligated to make, Declarant may, by its act alone, without the necessity of the joinder or consent of the Community Association or any other Person, place a statement to that effect in the Public Records of Sarasota County.

(C) Boulevard Common Areas. Portions of the Total Lands shall be used to construct Stoneybrook Boulevard, a private road which will provide access from the Committed Lands to the nearest public road, and provide a landscaped entryway to the Community with limited access control facilities. The Boulevard Common Areas shall be owned, operated and maintained by the Commons Association.

2.2 Palmer Ranch Master Documents. By taking title to a Lot, a purchaser becomes subject to the terms and conditions of the Declaration of Covenants, Conditions, and Restrictions of Palmer Ranch recorded in Official Record Book 1894, Pages 2467 et seq., of the Public Records of Sarasota County, Florida (the "Master Declaration"), as it may be amended from time to time. Among other things, that document provides that an Owner shall automatically be a member of Palmer Ranch Master Property Owners Association, Inc.; shall acquire certain use rights in and to Master Association Common Areas within Palmer Ranch; shall become subject to the assessments of the Palmer Ranch Master Property Owners Association, Inc.; and shall be subject to the Development Code and the jurisdiction of the Building and Planning Board.

2.3 Master Association Assessments. Pursuant to the Master Declaration, the Master Association has the right to assess its members for all expenses which may be incurred by the Master Association in the performance of its duties. These assessments may, if required by the Master Association, be collected by the Community Association and timely remitted to the Master Association. Pursuant to Article 9 of the Master Declaration, if the Association fails to pay assessments to the Master Association, the Master Association will have a lien on each Lot in the Association.

2.4 Membership and Voting in Master Association. In accordance with the provisions of the Articles of Incorporation of Palmer Ranch Master Property Owners Association, Inc., all owners shall be members of the Master Association. Notwithstanding such membership, only certain representatives, each known as a "Community Representative," shall be entitled to cast votes on behalf of the members of the Community Association at meetings of the members of the Master Association. The Community Representative shall be the President or his designee.

2.5 Membership and Voting in Commons Association. In accordance with the provisions of the Stoneybrook Boulevard Commons Declaration, the owners shall not be member of the Commons Association. The Community Association shall be a member, and shall be entitled to appoint only certain representatives to serve as Directors of the Commons Association, and to cast votes on behalf of the members of the Community Association at meetings of the members of the Commons Association.

2.6 Commons Association Assessments. Pursuant to the Stoneybrook Boulevard Commons Declaration, the Commons Association has the right to assess its members for all expenses which may be incurred by the Commons Association in the performance of its duties. These assessments will be collected by the Community Association and timely remitted to the Commons Association. Pursuant to Section 7.1 of the Stoneybrook Boulevard Commons Declaration, if the Association fails to pay assessments to the

Commons Association, the Commons Association will have a lien on each Lot in the Community.

2.7 Notice to Master Association. Copies of all proposed amendments to this Declaration, the Articles of Incorporation and By-Laws of the Association, and any easements or conveyances affecting the Common Areas, shall be forwarded to the Master Association no later than fifteen (15) days prior to adoption. The Association shall also provide a current list of the names and mailing address of all owners within fifteen (15) days after receiving a written request for same from the Master Association. Failure to comply with this section shall not invalidate any action which would otherwise be valid.

2.8 Scope and Effect of MDO and IDO. The Community comprises a portion of Increment V of the "Development of Regional Impact" (as that term is defined in Chapter 380, Florida Statutes, on the date hereof) known as Palmer Ranch. All of Palmer Ranch, including the Community, shall be developed in accordance with the MDO, the obligations of which run with the land comprising Palmer Ranch. By the County's resolution adopting the IDO, the Community became Committed Property under the Master Declaration. The Community shall be developed in accordance with the IDO as part of Increment V of the overall development of Palmer Ranch. No portion of the Community shall be used for any purpose or in any manner inconsistent with the MDO or the IDO, and the Community Association shall have the affirmative duty to enforce compliance with the IDO. Any violation of the MDO or the IDO shall be a violation hereof, and Declarant shall have the right to enforce the provisions hereof against any person in violation thereof in the same manner as set forth in Section 11 below for the enforcement of other covenants and restrictions herein. No provision of this Declaration is intended to impose any requirement on Declarant or enlarge the scope of any provision of the MDO or the IDO or create any right in any person to enforce the provisions of the MDO or the IDO, except as may be specifically provided therein or otherwise created by applicable law. The Master Declarant is empowered to seek and implement, if granted, modifications of the MDO or the IDO or both.

2.9 Duration of Covenants. The covenants, conditions, easements and restrictions in this Declaration shall run with and bind the Community, and shall inure to the benefit of and be enforceable by Sarasota County, the Association, the Developer and any Owner, their respective legal representatives, heirs, successors, and assigns, for an initial period to expire on the ninety-ninth (99th) anniversary of the date of recording the Master Declaration in the Public Records of Sarasota County, Florida. Upon the expiration of said initial period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited, with this Declaration as amended being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period, until terminated as provided below.

2.10 Termination. This Declaration may be terminated at any time after the initial period if at least eighty percent (80%) of the votes cast at a duly held meeting of members of the Association vote in favor of terminating this Declaration. Written notice of any meeting at which a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. If the members vote to terminate this Declaration, the President of the Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Association at which the resolution was adopted, the date that notice of the meeting was given, the total number of votes cast in favor of the resolution, and the total number of votes cast against the resolution. The certificate shall be attested by the Secretary, and shall be recorded in the Public Records of Sarasota County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration. The termination shall be effective on the date

the certificate is recorded in the Public Records.

3. **THE COMMUNITY ASSOCIATION; MEMBERSHIP; VOTING RIGHTS.** The operation of the Community and the administration, management and ownership of the Common Areas shall be by STONEYBROOK ESTATES COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, which shall perform its functions pursuant to the following:

3.1 **Articles of Incorporation.** The Articles of Incorporation of the Community Association are attached as Exhibit "D".

3.2 **Bylaws.** The Bylaws of the Community Association shall be the Bylaws as attached as Exhibit "E", as they may be amended from time to time.

3.3 **Delegation of Management.** The Association may contract for the management and maintenance of the Community, and may authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of assessments preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Areas, with funds made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties provided in the Governing Documents.

3.4 **Membership.** Every person or entity who is a record owner of a fee simple interest in any Lot shall be a member of the Association. In the case of a Lot and Residence subject to a contract for deed or a life estate, the contract vendee or life tenant, respectively, shall be deemed the owner solely for purposes of determining voting and use rights.

(A) **Class A.** Class A members of the Association shall be all Lot owners except the Class B member. Class A membership as to a Lot shall become effective upon the occurrence of the last to occur of the following events.

(1) Recording in the Public Records of a Deed or other instrument evidencing legal title to the Lot in the Member of the Association.

(2) Approval of the Association as provided for elsewhere herein.

(3) Delivery to the Association of a copy of the recorded Deed or other instrument evidencing title.

(4) Delivery to the Association, if required, of a written designation of a primary occupant.

(B) **Class B.** The Class B member(s) of the Association shall be the owner(s) of all Committed Lands not owned by the Class A members.

Membership in the Association shall be appurtenant to, run with, and shall not be separated from the real property interest upon which membership is based. Each Class A member's share of the ownership of the common surplus shall be the same as his share of liability for assessments, as provided in Section 4.5 below.

3.5 **Voting Interests** (as amended 1997). The Class A Members of the Association are entitled to one (1) vote for each Lot owned by them. The total number of Class A votes shall not exceed the total number of Lots. The vote of a Lot is not divisible. If a Lot is owned by one natural person, his right to vote shall be established by the record title. If a Lot is owned jointly by two or more natural persons regardless of whether they are acting as trustees, that Lot's vote may be cast by any one of the record owners. If two or more owners of a Lot do not agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. If the owner of a Lot is not a natural person, the vote of that Lot shall be cast by the primary occupant of the Residence designated as set forth in Section 12.1 of this Declaration. The Class B member(s) of the Association shall be entitled to one hundred eighty (180) votes, regardless of how many Lots the Class B member(s) own(s). Class B membership shall cease to exist at the turnover date specified in Section 15 of this Declaration, or at such earlier time as Developer actually turns over control of the Association, whereupon the Developer shall become a Class A member of the Association as to all Lots owned by it.

3.6 **Approval or Disapproval of Matters**. Whenever the decision of a Lot owner is required upon any matter, whether or not the subject of an Association meeting, such decision may be expressed by any person authorized to cast the vote of that Lot as provided in Section 3.5 above, unless the joinder of all record owners is specifically required.

3.7 **Change of Membership**. Following written approval of the Association, as elsewhere required herein, a change of membership in the Association shall be established by the new member's membership becoming effective as provided above; and the membership of the prior owner shall thereby be automatically terminated.

3.8 **Termination of Membership**. The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former owner or member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3.9 **Association As Owner of Lots**. The Association has the power to purchase Lots, and to acquire and hold, lease, mortgage, and convey them, by vote of a majority of the Board of Governors. However, if at any time the Association owns two (2) or more Lots, it may not purchase any more Lots without the prior approval of at least a majority of the voting interests.

3.10 **Membership Roster**. The Association shall maintain a current roster of names and mailing addresses of owners and primary occupants. A copy of the up-to-date roster shall be available to any owner upon request.

3.11 **Limitation on Liability**. Notwithstanding the duty of the Association to maintain and repair the Common Areas, the Association shall not be liable to owners for injury or property damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or owners or other persons.

3.12 **Acts of the Association**. Unless the approval or affirmative vote of the members is specifically made necessary by some provision of the documents or applicable law, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Governors, without a vote of the members. The officers and Governors of the Association have a fiduciary relationship to the members. An owner does not have the authority to act for the Association by reason of being an owner.

3.13 **Powers and Duties**. The powers and duties of the Association include those set forth in this Declaration, the Articles of Incorporation and the By-Laws. The Association may contract, sue, or be sued with respect to the exercise or non exercise of its powers. If the Association has the authority to maintain a class action, the Association may be joined in an action as representative of that class with reference to litigation and disputes involving the matters for which the Association could bring a class action. Nothing herein limits any statutory or common law right of an individual owner or class of owners to bring any action which may otherwise be available.

3.14 **Member Approval of Certain Litigation**. Notwithstanding any other provisions of the governing documents, the Board of Governors shall be required to obtain the prior approval of at least three-fourths (3/4ths) of the voting interests prior to the payment of, or contracting for the payment of, legal fees to any person engaged by the Association for the purpose of commencing any lawsuit, other than for the following purposes:

- (A) the collection of assessments;
- (B) the collection of other charges which owners are obligated to pay;
- (C) the enforcement of the use and occupancy restrictions applicable to the Community.
- (D) the enforcement of any restrictions on the sale, lease and other transfer of units;

(E) in an emergency, when waiting to obtain the approval of the members creates a substantial risk of irreparable injury to the Association or its members; or

(F) filing a compulsory counterclaim.

4. COVENANT FOR ANNUAL AND SPECIAL ASSESSMENTS.

4.1 Creation of Lien and Personal Obligation for Assessments. The Declarant for each Lot within the Community, hereby covenants, and each subsequent owner of any Lot (including any purchaser at a judicial sale), by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association:

(A) the Lot's prorata share of annual assessments based on the annual budget adopted by the Association.

(B) the Lot's prorata share of special assessments for capital improvements or other proper Association expenditures not provided for by annual assessments; and

(C) any charges against less than all of the Lots authorized in the Governing Documents.

Assessments and charges shall be established and collected as provided herein and in the Governing Documents. The covenants in this Section shall not constitute a guarantee, or promise of any kind by Developer to pay any assessment or other obligation of any owner other than Developer.

4.2 Commencement of Assessments; Who is Liable. The obligation to pay the assessments provided for herein shall commence as to each Lot on the first day of the calendar month following the recording of the first deed of conveyance of the Lot to a Class A member, except that no Lot shall be and become subject to assessment until a certificate of occupancy or like authorization has been issued by the appropriate local government authority as to the Residence located on the Lot. No Lot shall be required to pay, or become subject to the assessments provided for hereunder until the Lot has been conveyed by the Declarant to a Class A member. The annual and special assessments and charges, together with interest, costs, and reasonable attorney's fees shall bind such property in the hands of the owner at the time such assessments or charges came due, as well as the heirs, devisees, personal representatives, successors and assigns of the owner. Any person who acquires title to a Lot by reason of the death of an owner, or by operation of law, shall be personally liable for all unpaid assessments with respect to such Lot. In any other conveyance of legal title to a Lot, the transferee shall be jointly and severally liable with the transferor for all unpaid assessments and charges coming due prior to the time of such conveyance, without prejudice to the rights of the transferee to recover from the transferor the amounts paid by the transferee therefore. No owner may waive or otherwise escape liability for the assessments and charges provided for herein by waiver or non-use of the Common Areas, by abandonment, or otherwise. Except as otherwise provided as to the Developer and certain Institutional Mortgagees, no owner may be excused from the payment of assessments or charges unless all owners are similarly excused. If an Institutional Mortgagee takes title to a unit by foreclosure or by deed in lieu of foreclosure, such mortgagee shall be exempt from liability for any assessments coming due prior to the date of acquisition of title by the mortgagee, but shall be liable for assessments coming due thereafter.

4.3 Master Association Assessments. The Community Association may also have the duty and responsibility for collecting and timely remitting to the Master Association any and all assessments and other charges as provided in Articles 9 and 13 of the Master Declaration, including operating expenses of the Master Association Common Areas. Operating expenses of the Master Association Common Areas are defined in Article 11 of the Master Declaration, and include without limitation: taxes, utility charges, insurance, construction of structures required by governmental regulations including MDO and IDO,

security, street lighting and the administrative and operational expenses of the Master Association.

4.4 Commons Association Assessments. The Community Association shall also have the duty to pay to the Commons Association any and all assessments and other charges as provided in Section 7 of the Stoneybrook Boulevard Commons Declaration, including operating expenses of the Boulevard Common Areas which are defined in Section 7.3 of the Stoneybrook Boulevard Commons Declaration, and include without limitation: taxes, utility charges, insurance, construction of structures required by governmental regulations including MDO and IDO, security, street lighting and the administrative and operational expenses of the Commons Association.

4.5 Purpose of Assessments. Assessments levied by the Community Association shall be used to promote the security, health, safety and welfare of the residents of the Community; to operate, maintain, repair, improve, construct, reconstruct and preserve, on a non-profit basis the Common Areas owned by the Association exclusively for the benefit of its members, their guests, tenants and invitees; and to perform all other duties and responsibilities of the Association as provided in the Governing Documents. If the need for maintenance or repair of any property is caused by the negligence or willful act of the owner, his family, tenants, guests, or invitees, the cost of such maintenance or repairs shall be added to and become a part of the assessments to which such owner is subject.

4.6 Share of Assessments. Each Lot owned by a Class A member, shall be liable for an equal share of all annual and special assessments. The share of each lot shall be a fraction a of the whole, the numerator of which is the number "one" and the denominator of which is the actual total number of Lots within the Committed Lands. The procedures and frequency of collecting assessments are set forth in Section 6 of the Bylaws. For purposes of computing assessments, until the turnover date specified in Section 15 of this Declaration, the number of Lots in the Committed Lands shall be presumed to be one hundred-eighty (180).

4.7 Developer's Guarantee of Assessments and Share for Lots Owned by It. The Developer guarantees that the annual and special assessments levied against each Lot by the Community Association will not exceed \$500 per Lot per year while the Developer controls the Association. During this period, Developer shall be excused from the payment of assessments for Lots owned by it, and instead shall pay to the Association that portion of all Association expenses actually incurred which exceeds the amounts assessed against other Lot owners. After this guarantee period, the Developer shall have the same responsibility for assessments as to Lots owned by it as any other owner; provided, however, that the Developer shall have no obligation to pay assessments for any Lot held by the Developer for sale in the ordinary course of business, upon which no Residence has been constructed.

4.8 Non-Payment of Assessment: Remedies of the Association. If any assessment or installment thereof is not paid on or before the due date, it shall bear interest at the maximum lawful rate from the due date until paid. The Association may also impose a late payment fee, not to exceed the greater of \$25.00 or five percent (5%) of the delinquent assessment or installment, whichever is greater, in addition to interest. If any charge, assessment or installment thereof remains unpaid thirty (30) days after the due date, the Association may cause a Claim of Lien to be recorded in the Public Records of Sarasota County, Florida. The Claim of Lien shall secure payment of all charges and assessments past due at the time of recording as well as all assessments coming due thereafter, until the Claim of Lien is satisfied or a final foreclosure judgment is obtained, as well as interest and attorney's fees and costs incident to the collection effort. The Association's lien may be foreclosed by the procedures and in the manner provided in Section 718.116 of the Florida Condominium Act, as amended from time to time, for the foreclosure of a lien upon a

condominium parcel for unpaid assessments. The Association may also bring an action at law against any owner or former owner liable for unpaid charges or assessments. If final judgment is obtained by the Association in either an action at law or a foreclosure action, such judgment shall include interest on the assessments as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action, and the Association shall be entitled to recover reasonable attorney's fees in connection with any appeal of such action.

4.9 Priority of Liens. The Association's lien for unpaid charges or assessments shall be subordinate and inferior to the lien of any recorded Institutional Mortgage, unless the Association's Claim of Lien was recorded before the mortgage, but shall be superior to, and take priority over, any other mortgage regardless of when recorded. Any lease of a Residence shall be subordinate and inferior to the lien of the Association, regardless of when the lease was executed. Any unpaid charge or assessment which cannot be collected against any Lot by reason of the provisions of this Section, may be treated as a special assessment divided equally among, payable by, and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

4.10 Trust Funds. Any assessments collected by the Association to fund reserves for future expenses, and the entire amount of all special assessments, shall be held by the Association in trust for the owners of all Lots until expended for the purposes for which they were collected.

4.11 Ownership. Assessments and charges collected by or on behalf of the Association become the property of the Association; no owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Lot. No owner has the right to withdraw or receive distribution of his share of the common surplus (including reserves), except as otherwise provided by law.

4.12 Application of Payments. All payments on account shall be applied to interest, delinquencies, court costs and attorney's fees, other charges, and annual or special assessments, in such manner and amounts as the Board of Governors may determine. The Association may refuse to accept a partial payment which bears a restrictive endorsement and such will be the equivalent of no payment. No payment by check is deemed received until to the check has cleared.

5. ARCHITECTURAL AND AESTHETIC CONTROL. No building, structure or other improvement shall be erected or altered on any Lot, nor shall any grading, excavation, landscaping, change of exterior color, or other work which in any way materially alters the exterior appearance of any structure, Lot or Common area be performed without the prior written approval of the Master Association acting through its Building and Planning Board pursuant to Article 6 of the Master Declaration. In obtaining said written approval, any person applying shall comply with all applicable requirements and procedures of the Governing Documents, particularly the Development Code. During the period of Developer control of the Community Association, any change or improvement to which this Section 5 applies shall also require prior written approval of the Declarant. Under the Master Declaration, the Board of Trustees of the Master Association has the right, but no the obligation, to delegate all or a portion of the review and approval powers of the Building and Planning Board to the Board of Governors of the Community Association. Such delegation may also be conditioned on such criteria as the Board of Trustees of the Master Association, in its sole discretion, deems proper. The Developer is seeking to create a Community of distinctive and architecturally harmonious homes. Among the techniques employed to accomplish this result is the use of certain carefully chosen colors for exterior paint and roof materials. In order to protect the integrity of the development plan and preserve the values of the Residences, after the initial

construction of the Residences by the Developer, no owner shall make any material change whatsoever in the exterior color of any portion of his Residence or any appurtenant structure, nor in the color or style of roofing materials used on the Residence or appurtenant structure, without prior written approval of the Board of Governors.

6. PROPERTY RIGHTS; EASEMENTS.

6.1 Appurtenances to Each Lot. The owners of each Lot have certain rights and obligations appurtenant to such ownership, including without limitation the following:

- (A) Membership and voting rights in the Community Association, which shall be acquired and exercised as provided in this Declaration and the Articles of Incorporation and Bylaws of the Association, attached hereto as Exhibits "D" and "E", respectively.
- (B) The non-exclusive right to use the Common Areas for the purposes intended.
- (C) Membership and voting rights in the Master Association, and the non-exclusive right to use Master Association Common Areas, subject to the restrictions and limitations provided in the Governing Documents.
- (D) The non-exclusive right to use the Boulevard Common Areas for the purposes intended.
- (E) Other appurtenances as may be provided in the Governing Documents.

6.2 Use and Possession. An owner is entitled to exclusive use and possession of his Lot and Residence. He is entitled to use the Common Areas in accordance with the purposes for which they are intended but no use of any Lot, Residence or Common Area may unreasonably interfere with the rights of the other owners or residents. No Lot may be subdivided or any fractional portion separately sold, leased or otherwise transferred.

6.3 Encroachments. If any Residence or part of a Residence shall encroach upon any of the Common Areas or upon any other Lot for any reason other than the intentional act of the owner, or if any Common Area shall encroach upon any Residence or Lot, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist. If a building, window, eave, projection, gutter, roof or any other structure on a Lot (the "encroaching Lot") shall encroach upon any adjoining Lot, by reason of original design, construction, shifting, settlement, or movement of any portion of the improvements, or by the unintentional act of the owner or Developer, then an easement appurtenant to the encroaching Lot, to the extent of such encroachment, shall exist on the adjoining Lot so long as the encroachment shall exist. To the extent that an exterior building wall or screened enclosure of a Residence is properly located within four (4) feet of an adjoining Lot, the adjoining Lot shall be burdened by an access easement in favor of the Lot containing the Residence, wall or screened enclosure, for purposes of maintenance of the Residence, wall or screened enclosure. The easement area shall extend onto the adjoining Lot not more than four (4) feet from the Lot line.

6.4 Title to Common Areas. The Developer or those other persons owning an interest in the Common Areas will initially retain the legal title to the Common Areas. Not later than sixty (60) days after the date when owners other than the Developer first elect a majority of the Board of Governors, or at such earlier date as the Developer may determine, the Developer shall convey the Common Areas to the Association by special warranty deed and the Association shall accept such conveyance, subject to taxes for the year of conveyance and to mortgages, restrictions, limitations, conditions, reservations and easements of record. Commencing with the date this Declaration is recorded in the Public Records of Sarasota County, Florida, the Association shall be responsible for the maintenance and administration of the Common Areas, and for the payment of taxes assessed against the Common Areas and any improvements and personal property. The Association shall accept "as is" the conveyance of the Common Areas and the personal property and improvements thereon or appurtenant thereto, without any representation or warranty, express or implied, in fact or by law, as to the condition or fitness for any

particular purpose of the Common Areas or any personal property and improvements thereon. It is understood that the Common Areas, all improvements thereon, and any personal property so conveyed, may be in a "used" condition, with such use having been primarily by or for the benefit of the Association and its members. The Developer shall have no obligation to restore any Common Areas, improvements or personal property to a "like-new" condition.

6.5 Partition; Separation of Interests. There shall be no judicial partition of the Common Areas, except as expressly provided elsewhere herein, nor shall Developer, or any Owner or any other person acquiring any interest in the Community, or any part thereof, seek judicial partition thereof. Nothing herein shall be construed to prevent judicial sale of any Lot and Residence owned in co-tenancy for the purpose of dividing the proceeds among the cotenants. The ownership of any Lot and the ownership of the Residence, if any, constructed thereon may not be separated or separately conveyed.

6.6 Easements. In addition to other easements and easement rights created by the Declarant or provided for in the Governing Documents, each of the following easements and easement rights is reserved through the property subject to this Declaration, and is a covenant running with the land, and notwithstanding any of the other provisions of this Declaration, may not be revoked and shall survive the exclusion of any land from the Community. None of the easements specified in this section may be encumbered by any leasehold or lien other than those on the Lots. Any lien encumbering these easements shall automatically be subordinate to the rights of the owners with respect to such easements.

(A) Utility Easements. The Developer (during any period in which the Developer has any ownership interest in the Common Areas) and the Association shall each have the right to grant such electric, telephone, cable television, sewer and water, sprinkler, irrigation, drainage, or other easements, and to relocate any existing easement in any portion of the Common Areas and to grant access easements and to relocate any existing access easements in any portion of the Common Areas as the Developer or the Association shall deem necessary or desirable, for the proper operation and maintenance of the Common Areas, or for the general health or welfare of the Owners or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Lots of Residences, and are not inconsistent with the Governing Documents.

(B) Ingress and Egress. A perpetual non-exclusive easement is hereby created in favor of each owner and his respective guests, tenants, licensees and invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the Common Areas as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across the private roads shown in Exhibit "B" and other portions of the Common Areas as from time to time may be paved or designated for purposes of ingress, egress and access to the public ways.

(C) Support. Each Lot and Residence shall be subject to an easement in favor of adjoining or adjacent Lots, Residences and Common Areas, for lateral and subjacent support.

(D) Drainage. A perpetual, non-exclusive easement is hereby created in favor of Declarant, the Community Association, the Master Association, and their employees or other designees, and the owners, for the use of drainage areas established throughout the Community, and an easement for ingress, egress, and access to enter any portion of the Community in order to construct, maintain or repair, as necessary, any drainage areas and facilities thereon and appurtenances thereto, specifically including but not limited to, access over and across portions of the Common Areas by utility companies approved by Declarant to utilize such areas for facilities for the transporting of treated

effluents for irrigation purposes. No structure, landscaping, or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or which may obstruct or retard the flow of water through drainage areas or otherwise interfere with any easement provided for in this Section or the use rights set forth elsewhere in the Governing Documents.

6.7 Assignment of Easements. The easements and easement rights reserved hereunder to Declarant may be assigned by Declarant in whole or in part to the Community Association, the Master Association, any town, county or state government or agency thereof, or duly licensed or franchised public or private utility, or any other designee of Declarant.

7. MAINTENANCE; IMPROVEMENTS

7.1 Completion of Community. The Developer shall undertake the work of developing all Lots within the Stoneybrook Estates Community. The completion of that work, and the construction, sale, lease, or other disposition of Residences, is essential to the establishment and welfare of Stoneybrook Estates as an ongoing residential community. In order that such work may be completed and the Community established as a fully-occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to prevent the Developer, or the employees, contractors or sub-contractors of Developer, or of Developer's transferees, from doing whatever they may determine to be reasonable, necessary or advisable for the completion of the work and the establishment of the Community as a residential community. As used in this paragraph, the words, "its transferees" specifically do not include purchasers of Lots improved with completed Residences.

7.2 Maintenance of Common Areas. The Association shall be the entity responsible for the operation, and maintenance, repair and replacement of any and all improvements constructed on the Common Areas, including, but not limited to all open spaces, privacy walls or fences constructed by Declarant on the perimeter boundaries of the Community (if any), landscaping, sprinkler pipes and systems, paving, drainage structures, stormwater collection and treatment systems, littoral zones within storm water retention areas, sidewalks, recreational facilities, private roads, lighting fixtures and appurtenances, entrance features and other structures, except those owned by private or public utilities, all such work to be done as ordered by the Board of Governors of the Association or its designee. Nothing here shall be construed as a representation by the Developer that any particular improvement will exist. The Association shall adopt and enforce a storm water maintenance program for the improvements within the Common Areas, including maintenance of the littoral zones in the several retention areas. Maintenance of street lighting shall include the fixtures within the Common Areas and shall further extend to payment for electricity consumed in the illumination of such lights. The Association, its successors and assigns, shall have a perpetual, non-exclusive easement for ingress and egress over, upon and across all portions of the Community and to excavate thereon in connection with the maintenance of irrigation pipes and systems to the extent necessary for the performance of the work to be performed pursuant to this Section; provided, however, that the party causing any such excavations must restore disturbed areas as nearly as practicable to the condition thereof immediately prior to such excavations. The Association shall obtain the written approval of the Building and Planning Board prior to making any material changes in the Common Areas.

7.3 Capital Improvements. Funds necessary for material alterations or substantial additions to the Common Areas may be raised by special assessment only upon prior approval by at least two-thirds (2/3) of the voting interests present in person or by proxy and voting at a meeting called for the purpose, or by ballot as provided in the Bylaws. Before commencing any such alterations or additions of the Common Areas, the

Association shall obtain the written approval of the Building and Planning Board.

7.4 Environmental Habitat, Conservation and Preservation Areas. The Community Association shall be responsible for the operation, maintenance and regulatory compliance of all environmental habitat, conservation and preservation areas in the Committed Lands in accordance with rules, regulations and permitting requirements set forth by Sarasota County and other permitting agencies, including the Southwest Florida Water Management District. No owner shall undertake or perform any activity in preserved wetlands, upland buffers to wetlands, and wetland compensation areas described in the approved permit and Plat of the Committed Lands, or remove native vegetation that becomes established within the wet detention ponds, without prior written approval of the Board of Governors, the Master Association, Sarasota County, and the permitting agency. Prohibited activities within wetland and upland conservation areas include the removal of native vegetation; excavation; placement or dumping of soil, trash, lawn clippings, or horticultural or land clearing debris; and construction or maintenance of any building, residence or structure. Removal of native vegetation includes dredging, the application of herbicide, and cutting.

7.5 Archaeological Conservation Area. During the master planning and related field studies of the Increment property in 1988, a potentially significant archaeological site was discovered adjacent to the east edge of U.S. 41, centered approximately on the McIntosh Road right-of-way. In the MDO and IDO, this site is variously described as the "Archaeological Area" or "Archaeological Site." It was given the name and number, "Catfish Creek Site 8So6O8," as part of the 1988 archaeological survey and report. The Southern portion (hereinafter "the Site") of this Archaeological Area lies within the northwesternmost corner of the Total Lands, and covers approximately 75,000 square feet (about 1.8 acres) adjacent to both U.S. 41 and McIntosh Road. The Site's location shall be shown on the final subdivision plat that includes this portion of Stoneybrook Estates, and also on the construction plans for this area. The Site shall be a Conservation Area. The Site's conservation shall be managed and enforced by the Stoneybrook Estates Community Association, Inc. No subsurface excavations shall be permitted within the Site. No picnic tables, walkways, playground equipment or other recreational equipment shall be permitted within the Site. Pedestrian access to the Site shall be discouraged. The Site shall be available to County and State officials for inspection purposes including monitoring of the Site's condition.

7.6 Dedication of Sewer and Water Systems. The sanitary sewer system serving the Community shall be dedicated to Central County Utilities, Inc., and the potable water system to Sarasota County Utilities Department. Each entity shall be responsible for the future maintenance of the respective systems.

7.7 Maintenance of Lots and Residences. The Owner of each Lot and Residence shall maintain, repair and replace, at his or her own expense, all portions of the Lot and Residence including roofs, driveways and landscaping.

(A) Structures. The exteriors of all structures shall be maintained by the Owner in good condition and repair, and in a neat and attractive appearance. All painted areas shall be regularly neatly painted. All roofs shall be kept clean and free of mildew, chalking, or staining. No excessive rust deposits, peeling of paint, or discoloration shall be permitted.

(B) Lawns, Driveways, Landscaping, and other Improvements. All Lots shall be kept neatly manicured on a regular basis. However, as advised by the Association's aquatic management company and Sarasota County, for each lot that is adjacent to any lake, the Owner of such Lot shall maintain a mandatory "no mow zone" throughout a strip of land immediately adjacent to the edge of the bank of any applicable lake. That "no mow zone" shall be three (3) feet wide and shall extend the entire length of the lake-adjacent Lot Line of the Owner's Lot. For purposed of this Section, a "no mow zone" means an

area where grass and other naturally occurring vegetative materials are not mowed, but are regularly cultivated, tended, and maintained at a length of not less than eight (8) inches, but not more than twenty-four (24) inches. All debris, clippings, etc., shall be promptly removed and properly disposed of. It shall be the responsibility of each Owner whose Lot includes a "no mow zone" to ensure that no debris, clippings, or any other vegetative material be deposited or left remaining in the "no mow zone", or the lake. Maintenance by each Owner shall extend to the waterline of any adjacent lake or canal, the pavement edge of any adjacent street, swale or easement separating two Lots, and, as to perimeter Lots, to the edge of maintained Common Area abutting the Lot or the property line of the Committed Lands. The aforesaid obligation of each Owner to maintain the abutting portion of the Common Area up to the pavement edge of any adjacent street includes the cutting and fertilizing of grass; edging; trimming and replacement of trees, shrubs and bushes; irrigation; and the maintenance, repair and replacement of the driveway serving the Owner's Residence. The Owner responsibility does not include the community sidewalk, community street lighting and uniform mailboxes located in the abutting Common Area, which shall be the maintenance obligation of the Association and a Common Expense.

7.8 Enforcement of Maintenance. If the Owner of a Lot or Residence fails to maintain that Lot or Residence required above, the Association shall have the right to institute legal proceedings to enforce compliance, or may take any and all other steps necessary to remedy such violation, including but not limited to entering the Lot, but not the inside of any Residence, with or without consent of the Owner. The Association may repair, replace, or maintain any item which constitutes a hazard or creates any adverse effect on or to other lots, property or residents, including but not limited to a material adverse effect on the appearance of the Community. Any expenses so incurred by the Association shall be charged against the Owner, together with reasonable attorney's fees and other expenses of enforcement.

7.9 Damage Caused by Condition in Residence. If any condition, defect or malfunction existing within a Residence, whether caused by the owner's negligence or otherwise, shall cause damage to the Common Areas or to other Lots or Residences, the owner of the offending Residence shall be liable to the person or entity responsible for repairing the damaged areas for all costs of repair or replacement not met by insurance. If a damaged Residence is not occupied at the time the damage is discovered, the Association may enter without prior notice to the owner and take reasonable actions to prevent the spread of the damage. The Association may, but is not obligated to, also repair the damage, with the prior consent of the owner.

8. INSURANCE OF RESIDENCES; RECONSTRUCTION AFTER CASUALTY. In order to protect property values and maintain the Community's appearance by preventing the existence of partially or completely demolished Residences for unreasonably long periods of time, and in order to protect all owners from the effects of the negligence or imprudence of other owners, the following provisions shall apply:

8.1 Duty to Insure and to Reconstruct. Each owner shall at all times maintain casualty insurance on his Residence and all other insurable improvements in an amount equal to the full insurable replacement cost thereof. If any Residence or other improvements located on any Lot are destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the owner shall cause repair or replacement to be commenced within six (6) months from the date that such damage or destruction occurred, and to complete the repair or replacement within nine (9) months thereafter. All such repairs or replacements must restore the improvements to substantially their original character, design and condition and shall utilize and conform with the original foundation and boundary of the original improvements, unless a change is first approved by the Building

and Planning Board.

8.2 Failure to Reconstruct. If, after thirty (30) days written notice, any owner fails to commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods provided for in Section 8.1 above or make reasonable provisions therefore, then the Association shall have the right but not the obligation, as such owner's attorney-in-fact, to commence and/or complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements. If the Association exercises the rights afforded to it by this Section, the owner shall be deemed to have assigned to the Association all rights to insurance proceeds that may be available because of the damage or destruction of the improvements. The Association shall have the right to recover from the owner any costs not paid by insurance, and shall have a lien on the Lot and Residence to secure payment.

8.3 Failure to Insure; Association as Additional Insured. For the purpose of this Section, each owner of a Lot within the Community agrees that the Association shall be named as an additional insured under any hazard and/or flood insurance policy relating to his Residence and other improvements constructed on his Lot. The Association may require each owner to deliver proof of such insurance from time to time. If any owner fails or refuses to maintain such insurance coverage at levels deemed reasonably necessary by the Association, or if the owner allows the required insurance coverage to lapse, or for some other reason, causes the same to become ineffective, the Association may, but is not obligated to, purchase whatever coverage it deems reasonable necessary for the benefit of the owner and the Association. The costs so incurred by the Association shall become due and payable by the owner in all respects, together with interest, reasonable attorney's fees and costs of collection, immediately upon the Association's notifying the owner in writing that it has procured such insurance.

8.4 Association's Right of Entry. For the purpose of performing the duties authorized by this Section, the Association, through its duly authorized agents and employees, shall have the right, after reasonable notice to the owner, to enter upon the Lot at reasonable hours and perform such duties.

9. ASSOCIATION INSURANCE. Insurance shall be carried and kept in force at all times by the Association in accordance with the following provisions:

9.1 Duty and Authority to Obtain. The Board of Governors shall obtain and keep in force at all times the insurance coverage which it is required to carry, and may obtain and keep in force any or all of such other or additional insurance coverage as it may deem necessary. The name of the insured shall be the Association or, in the discretion of the Board, an insurance trustee, individually and as agent for the Association and for the owners without naming them, and their mortgagees.

9.2 Required Coverage. The Association shall maintain adequate liability insurance, and shall maintain casualty insurance covering all buildings and other insurable improvements within the Common Areas in an amount equal to at least ninety percent (90%) of the maximum insurable replacement value thereof, as determined annually by the Board. The Association's insurance shall afford protection against:

(A) **Property Damage.** Loss or damage by fire, extended coverage (including Windstorm), vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract.

(B) **Liability.** Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as shall be required by the Board of Governors of the Association, with cross liability endorsement to cover liabilities of the Owners as a group to any single Owner.

(C) **Automobile.** Automobile liability for bodily injury and property damage for all owned

and/or non-owned motor vehicles in such limits of protection and with such coverage as shall be required by the Board.

(D) Compensation. The Association shall maintain Worker's Compensation Insurance on at least a minimum premium basis.

9.3 **Optional Coverage**. The Association may purchase and carry such other insurance coverage as its Board may determine from time to time to be in the best interests of the Association and owners.

9.4 **Description of Coverage**. A detailed summary of the coverage included in the master policies shall be available to each owner. The master policies shall be available for inspection by owners upon request.

9.5 **Waiver of Subrogation**. If available and where applicable, the Board shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogate as to any claim against owners, the Association, or their respective servants, agents or guests, except for any claim based upon gross negligence, evidencing reckless, willful or wanton disregard for life or property.

9.6 **Insurance Proceeds**. All insurance policies purchased by the Association shall be for the benefit of the Association, and all proceeds shall be payable to the Association.

9.7 **Distribution of Proceeds**. Proceeds of insurance policies received by the Association shall be used to defray the cost of repair or reconstruction. Any proceeds remaining after defraying costs shall become part of the Association's common surplus.

10. **GENERAL COVENANTS AND USE RESTRICTIONS**. The Community is subject to restrictions pursuant to Article 6 of the Master Declaration concerning mining, drilling, dredging, alteration of drainage, intrusion into wetlands and lakes; protection of wildlife and archaeological and historical sites; antennas, aerials, discs and flagpoles; energy conservation; litter; radio equipment; casualty destruction to structures; animals, garbage containers, oil and gas tanks; air conditioners; solar collectors and pool equipment; maintenance; temporary structures; nuisances; vehicle maintenance and repairs; approval of specifications and locations of structures; and subdivision and regulation of land. To the extent not inconsistent with Article 6 of the Master Declaration, the following restrictions shall also apply:

10.1 **Residential Use** (as amended 1997). No Lot or Residence shall be used at any time for other than as a Residence for a single family. Except as provided below, no business or profession may be conducted from any Residence. No building other than one Residence, together with a garage serving the Residence, shall be erected, placed or permitted to remain on any Lot. Lot owners or their tenants may conduct limited professional or business activities if confined solely within the residence on their lot, but only if the activity cannot be seen, heard or smelled by other residents of the community, and provided further that no activity shall be permitted that results in a significant increase in pedestrian or vehicular traffic in the community, nor shall any activities be permitted that would increase the insurance risk of other lot owners, or the Association, or constitute a dangerous activity.

(A) Occupancy of Living Unit. Each Residence shall be occupied as a residence only by the owner or primary occupant and his family. When the owner or primary occupant and his family are in residence, they may have occasional or temporary guests.

(B) Occupancy in the Absence of the Owner. When the owner or primary occupant and his family are not in residence, and the Residence has not been leased, the owner's guests may temporarily occupy the unit on not more than one occasion in any period of thirty (30) consecutive days.

(C) Rules and Regulations. The Board of Governors of the Association has the authority to make additional rules and regulations governing the occupancy of Residences in the owner's absence.

10.2 **Garages**. Each Residence shall contain an attached automobile garage which can accommodate at least two (2) full-size passenger automobiles. No garage shall be permanently enclosed or converted to any other use without the prior written approval of the Building and Planning Board. When ingress and egress to the garage is not required, the garage doors shall remain closed, except to permit ventilation when the garage is in use by the owner or other resident. Repair of motor vehicles shall be permitted only inside the garages.

10.3 **Nuisance** (as amended 1997). No noxious or offensive activity shall be carried on upon any Lot or in any Residence, nor shall anything be done on it that is or may reasonably become a source of annoyance or nuisance to other residents. No immoral, improper, or offensive use shall be made on the Condominium Property nor any part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the Condominium shall be observed.

10.4 **Temporary Structures**. No structure of a temporary character, including mobile homes, motor homes, trailers, tents or shacks shall be used or kept on any Lot at any time either temporarily or permanently, except during the construction of Residences.

10.5 **Signs** (as amended 1997). In order to maintain an attractive appearance no sign, advertisement, notice, or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in, on or upon any part of the Common Areas, or on any Lot, by an owner or occupant, or their agents, without the written permission of the Association, which (to the extent lawful) shall have the right in its sole discretion to prohibit or to restrict and control the size, construction material, wording, location and height of all signs and may summarily remove and destroy all unauthorized signs. The Board of Directors of the Association may adopt standard policies for certain signs and persons strictly complying with those policies need not obtain written permission of the Association.

10.6 **Appearance; Refuse Disposal** (as amended 1997). Each owner shall keep his Lot free and clear of weeds, underbrush, unsightly growths, trash and debris and shall reasonably maintain his Residence. No Lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers suitably screened from the street and adjacent lots. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No garbage incinerators shall be permitted. Trash and recycling containers shall not be put out on the curb any sooner than the night before pick-up. Trash and recycling containers are to be removed from view within 12 hours of pick-up of the trash or recyclants.

10.7 **Maintenance**. The maintenance, repair, and replacement of the Lots and all improvements upon the Lots shall be the responsibility of the Lot owner. The Declarant and the Association shall have the right to care for vacant, unimproved or unkempt Lots, remove and destroy tall grass, undergrowth, weeds and rubbish therefrom and any unsightly and obnoxious thing therefrom, and do any other things and perform any labor necessary or desirable in the judgment of the Declarant or the Association to keep the Lot, and the land contiguous and adjacent thereto, neat and in good order. The Association shall further have the right to repair any structure or improvement on any Lot which constitutes a danger or nuisance or is in disrepair provided that the Lot owner is given no less than ten (10) days notice of the Association's intent to do so, which notice reasonably specifies the proposed action. The Association shall charge the same against the owner of said Lot.

10.8 **Underground Utilities**. No lines or wires for communication or the transmission of current shall be constructed, placed, or permitted to be placed within the Common Areas unless the same shall be protected cables; any of said lines or wires which are not located in buildings shall be constructed or placed and maintained underground. No water pipe, gas pipe, sewer pipe, drainage pipe or storage tank shall be installed or maintained above

the surface of the ground, except hoses and tanks or movable pipes used for irrigation purposes.

10.9 **Drying Areas.** No clothing, laundry or wash shall be aired or dried on any portion of any Lot in an area exposed to view from any other Lot. Drying areas will be permitted only in locations approved by the Building and Planning Board and the Association and only when protected from view by screening or fencing approved by the Building and Planning Board.

10.10 **Awnings and Windows.** All awnings, hurricane shutters and other window shading or decorations shall be subject to the prior approval and control of the Building and Planning Board.

10.11 **Hedges and Fences.** No hedge, fence, wall or other similar structure shall be erected in the front yard, back yard, or side yard, except as originally installed by Developer, and except any approved by the Building and Planning Board and the Association.

10.12 **Landscaping.** The landscaping of the Lots, including, without limitation, the trees, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained by the Lot owner in accordance with this Declaration, as originally installed by Developer, unless the prior approval for any substantial change is obtained from the Building and Planning Board. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Building and Planning Board and the Association.

10.13 **Outside Lighting.** Except as may be initially installed by Declarant, no spotlights, floodlights or similar type high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Lot or the improvements thereon or upon any Common Areas or any part thereof without the written authorization of the Building and Planning Board. Other types of low intensity lighting, including normal and customary Christmas decorations, which do not unreasonably disturb the Owners or other occupants of the Community, shall be allowed.

10.14 **Structures and Use** (as amended 1997). No Lot shall be used except for residential purposes. No business, profession or commercial activity shall be conducted on or from any Lot, including temporary activities such as garage sales. No structure other than one detached single family dwelling together with a garage serving the residence shall be erected, altered, placed or permitted to remain on any Lot. No detached structures, either temporary or otherwise, including, but not limited to, detached garages, storage buildings, shacks, tents or other outbuilding shall be erected, placed or constructed upon any Lot.

10.15 **Pets** (as amended 1997). All pets and animals shall be restricted to those animals generally considered as household pets, such as dogs, cats or birds, and must be contained upon the premises of respective owners, or tethered to a leash not exceeding 30 feet. No pet shall be allowed to roam free or interfere while leashed with pedestrian traffic over sidewalks or easements. Animals such as cows, horses, livestock, poultry, swine, goats, fowl, reptiles, etc., are specifically prohibited. Notwithstanding the above provisions, no pets or animals which constitute a danger or reasonable source of annoyance to surrounding owners shall be kept. Any lot owner or tenant who keeps or maintains any pet shall be deemed to have indemnified and agreed to hold the Association, and its members, officers, directors and agents, free and harmless from any loss, claim or liability of any kind arising by the keeping or maintaining of such pet within the community. All pets shall be shall be inoculated as required by law. The pet owner shall be responsible for picking up all excrement deposited by any pet as soon as practicable. Failure to pick up and properly and promptly dispose of such excrement shall be prima facie evidence that such pet is causing an unreasonable disturbance or annoyance hereunder. The ability to keep a pet is a privilege, not a right, and the Board of Directors of the Association may order and enforce

the removal of any pet which becomes a source of annoyance to other residents.

10.16 Parking and Storage of Vehicles (as amended 1997). Except as otherwise provided herein, no person may park, store or keep any boat, truck, commercial truck, trailer, semi-trailer, van, recreation vehicle, motor home, mobile home, bus, tractor or other such vehicle on the Lots unless parked entirely within a garage, except that service vehicles are allowed temporarily during periods of service, repair or construction of Residences. Further, owners and occupants may not park, store or keep any vehicle on the roads or Common Areas. Permitted vehicles may be parked in driveways or garages. Permitted vehicles are conventional passenger automobiles, including sport utility vehicles which are for "private use" as defined in Chapter 320, Florida Statutes, have not been extensively modified for off-road use, and are without commercial signs or lettering. Also permitted are pickup trucks, which have a load limit of one-half (1/2) ton or less and are for "private use" as defined in Chapter 320, Florida Statutes, and are without camper tops, equipment racks, commercial lettering or advertising. "Passenger vans and minivans" that are without commercial lettering or advertising are also permitted vehicles. "Van" refers to a motor vehicle with an enclosed area for passenger and cargo, built on a truck chassis, which vehicle is more than sixty (60) inches in height. "Passenger vans and minivans" refer to vans which have side windows and passenger seats. Owners and occupants of Residences shall not park, store or leave or permit parking or storing any vehicle which is in rusted, wrecked, junked, partially dismantled, inoperative or abandoned condition, whether attended or not, upon their Lots or on the Common Areas, unless the same is completely enclosed within a garage.

10.17 Television and Other Outdoor Antennae; Radio Transmission (as amended 1997). No television, radio, satellite, or other antenna or antenna system may be installed on the Common Areas by any person other than the Association. Certain television, satellite or other antenna or antenna systems may be erected or installed on Lot or Residence subject to compliance with the following requirements:

(A) Permitted antennas include:

1. Direct broadcast satellite dishes (DBS) that are less than one meter in diameter.
2. Multi-channel, multi-point distribution services (MMDS) that are less than one meter in diameter or diagonal measurement. Such antennas may be mounted on "masts" to reach the height needed to establish line of sight contact with the transmitter provided no mast may be higher than twelve feet above the roof line of a residence without prior written approval of the Association.
3. Television broadcast antennas for local stations, which may be any reasonable size, which may be secured to a mast located no higher than twelve feet above the roof line. Any mast located higher than twelve feet above the roof line must be approved in writing by the Association.

(B) Location of Antennas. To the extent feasible, all antennas must be placed in locations that are not visible from any street and in a location to minimize annoyance or inconvenience to other residents of the community if this placement would still permit reception of an acceptable quality signal.

(C) Color and Screening of Antennas. All antennas shall be painted to blend into the background against which it is mounted for so long as the paint will not interfere with an acceptable quality signal. All antennas shall be screened from view from neighboring properties and pedestrian and vehicular access areas, with landscaping plants commonly used in or about the community at a height of at least 48 inches. Taller antennas shall be screened to their full height if reasonably practicable and if the screening would not impair the reception of an acceptable quality signal.

(D) Safety Requirements. To safeguard the safety of the lot owner, occupants of the residence in which the antenna is located, neighboring property owners, and other

owners and members in the community, it shall be the obligation of the owner to comply with all applicable local, state and federal safety requirements, including but not limited to obtaining a permit for the installation of the antenna, if any, hiring licensed contractors with sufficient expertise and adequate insurance to protect their work, installing the antennas away from power lines and other potentially dangerous areas, installing and using the antenna in accordance with safety recommendations and requirements of the antenna manufacturer, and in accordance with the customs and standards for the antenna industry, including compliance with electrical code requirements to properly ground the antenna and installation requirements to properly secure the antenna.

10.18 **Play Equipment, Decorative Objects** (as amended 1997, 1998). No basketball backboards, swing sets, or other fixed game or play structures shall be erected or maintained on any Lot without the approval from the Building and Planning Board, which shall not be unreasonably withheld. Portable or mobile basketball equipment is prohibited. No decorative objects such as sculptures, birdbaths, fountains, flagpoles and the like shall be placed or installed on the street side of any Lot without approval of the Building and Planning Board.

10.19 **Common Areas** (as amended 1997). Nothing shall be stored on, constructed within, planted in or removed from the Common Areas, except with the prior written approval of the Building and Planning Board. Nothing shall be done or kept on the Common Areas which would be unsightly, hazardous, a nuisance, or which would increase the rate of insurance on any property insured by the Association. No owner, tenant or other occupant of a Lot shall make use of the Common Areas in such a manner to abridge the equal rights of the other owners of their use and enjoyment. At the discretion of the Board of Directors of the Association, not more than one community garage sale/flea market may be held on the Common Areas at such date, place and time selected by the Board, provided adequate security shall be maintained and a portion of all proceeds established by the Board of Directors shall be paid to the Association or a charity or charities of its' choice.

10.20 **Amendment and Modifications by Declarant** (as amended 1997).

Notwithstanding any provisions of these restrictions to the contrary, Declarant reserved and exercised the right, in its sole discretion, to amend, modify or grant specific exceptions or variances from any of the use restrictions set forth herein, without any liability to other owners in the Community. Any exception or variance granted hereunder by Declarant shall be effective only if in writing, and may be total or partial, exclusive or non-exclusive.

11. **ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS.** Each owner, his tenants and guests, and the Association shall be governed by and shall comply with the provisions of the Governing Documents. Actions for damages or for injunctive relief, or both, for failure to comply may be brought by Sarasota County, by the Association or by an owner against:

- (A) The Association;
- (B) An owner;
- (C) Anyone who occupies or is a guest in a Residence; or
- (D) Any member of the Board of Governors who willfully and knowingly fails to comply with these provisions.

In Any legal proceeding arising out of an alleged failure of a guest, tenant, owner or the Association to comply with the requirements of the Governing Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such attorneys fees as may be awarded by the court.

11.1 **Enforcement Action.** Judicial enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure

by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

11.2 **Self-help Remedies.** Violation of any conditions or restrictions or breach of any covenant herein contained or in any of the Governing Documents shall also give the Declarant, its successors and assigns, and/or the Association and its authorized agent or representative, in addition to all other remedies, the right to enter upon the land where such violation or breach exists and summarily abate and remove, at the expense of the owner of the land, any construction or other violation that may be or exist thereon. The Declarant, its successors and assigns and; or the Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement or removal.

11.3 **Fines** (as amended 1997). In addition to or in place of all other remedies, a fine or fines may be imposed upon an owner for failure of an owner, his family, guests, invitees, tenants, or employees to comply with any covenant, restriction, rule, or regulation contained herein or promulgated pursuant to the Governing Documents, provided the following procedures are adhered to:

(A) **Notice.** The Association shall notify the owner of the infraction or infractions. Included in the notice shall be the date and time of a meeting of the Committee at which the Owner shall have the right to present reasons why a penalty should not be imposed.

(B) **Committees.** The Board shall appoint a committee of three unit owners, none of whom may be officers, directors or employees of the Association, nor a spouse, parent, child, brother or sister of an officer, director or employee of the Association. The committee shall conduct the hearing and make the decision concerning the levy of the fine, as hereinafter provided.

(C) **Hearing.** The facts of the infractions shall be presented by the Board of Governors, or its representatives, after which the Committee shall hear reasons why penalties should not be imposed. A written decision of the Committee shall be submitted to the owner and the Board not later than twenty-one (21) days after the Board meeting.

(D) **Penalties.** If the Committee, by majority vote which may be taken by secret ballot, does not approve a proposed fine, it may not be imposed. If a fine is approved by the Committee, the Association may impose a fine of not more than fifty dollars (\$50.00) per violation. No written notice or hearing shall be necessary for the levy of a separate fine for repeat or continued violations if substantially similar to the initial violation for which a notice and a hearing was provided. In no event may cumulative fines for a violation exceed Two thousand Five hundred dollars (\$2,500).

(E) **Collection of Fines.** Fines shall be treated as a charge due to the Association ten (10) days after written notice to the owner of the imposition of the fine. The Association shall be entitled to an award of prevailing party attorney's fees and court costs should it be necessary to pursue an action to collect an unpaid fine or fines.

(F) **Application.** All monies received from fines shall become part of the common surplus.

11.4 **Nonexclusive Remedy.** Fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover at law from such owner.

11.5 **No Election of Remedies.** All rights, remedies and privileges granted to the Association or to the owners under any terms, provisions, covenants, or conditions of the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the Governing Documents, or at law or in equity.

12. **TRANSFER OF OWNERSHIP OF LOTS** (as amended 1998). In order to maintain a community of congenial residents with the objectives of fostering communication in the community, inhibiting transiency, protecting the value of the property and facilitating the development of a stable, quiet community and peace of mind for all residents, the transfer of ownership of a Residence by an owner shall be subject to the following restrictions, which each owner covenants to observe:

12.1 **Forms of Ownership** (as amended 1998):

(A) A Lot and Residence may be owned by one natural person who has qualified and been approved as elsewhere provided herein.

(B) Joint Ownership. Joint ownership of Lots and Residences is permitted. However, the intent of this provision is not to allow arrangements where several individuals become owners with the intent of using the Residence on a time-sharing basis or using the Residence as short-term transient accommodations for several individuals or families.

(C) Ownership by Corporations or Trusts. A Lot or Residence may be owned in trust, or by a corporation, partnership or other entity which is not a natural person. However, the intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Residence may be used as short term transient accommodations for several individuals or families.

(D) Life Estate. A Lot and Residence may be subject to a life estate, either by operation of law or by approved voluntary conveyance. In that event, the life tenant shall be the only member from such Lot, and occupancy of the Residence shall be as if the life tenant was the only owner. The life tenant and holders of the remainder interest shall be jointly and severally liable for all assessments and charges against the Lot. The life tenant may, by signed agreement, transfer the right to vote in all Association matters to one remainderman. Except in the case where such a transfer has been made, if the consent or approval of the owner is required for any purpose, that consent or approval may be given by the life tenant alone, and the consent or approval of the holders of the remainder interest shall not be required. If there is more than one life tenant, they shall be treated as co-owners.

12.2 **Transfers of Ownership** (as amended 1998).

(A) Sale or Gift. No owner may dispose of a Lot or Residence or any interest therein by sale or gift without prior written notification to the Association.

12.3 **Procedures** (as amended 1998).

(A) Notice to Association.

(1) Sale or gift. An owner intending to make a sale or gift of his Residence or any interest therein shall give to the Board of Governors or its designee written notice of such intention at least twenty (20) days prior to the date of the proposed transfer, together with the name, and address of the proposed purchaser or donee and such other information as the Board may reasonably require. The Association will require the use of a uniform Notification Questionnaire.

(2) Devise Inheritance or Other Transfers. The transferee must notify the Association of his ownership and submit to the Association a copy of the instrument evidencing his ownership and such other information as the Board may reasonably require.

(B) Meeting with Association.

(1) The Board of Directors shall appoint one or more residents of Stoneybrook Estates to act as Association representatives. Every new owner must meet with a Board appointed representative for purposes of reviewing and discussing the information on the Notification Questionnaire, to provide an opportunity for the

Association representative to fully inform the owner of his or her obligations, and answer questions about the community, including the governing documents, the rules, Association meeting and operating procedures, and the like.

12.4 **Exceptions.** Deleted 1998

12.5 **Unapproved Transfers.** Deleted 1998

12.6 **Fees.** Deleted 1998

13. **LEASING OF RESIDENCES.** All leases of Residences must be in writing. An owner may lease only his entire Residence and then only in accordance with this Section.

13.1 **Procedures.** An owner intending to lease his Residence shall give to the Board of Governors or its designee written notice of such intent at least ten (10) days prior to occupancy by the proposed lessee, together with the name and address of the proposed lessee, an executed copy of the proposed lease, and such other information as the Board may reasonably require.

13.2 **Minimum Term of Lease.** No Residence may be leased for a term of less than ninety (90) consecutive days. No Residence may be leased more than three (3) times in any one calendar year. The first day of occupancy under the lease shall determine in which year the lease occurs. No subleasing or assignment of lease rights by the lessee is allowed.

13.3 **Occupancy During Lease Term.** No one but the lessee, his family and their occasional or temporary houseguests may occupy the Residence.

13.4 **Occupancy in Absence of Lessee.** If a lessee absents himself from the Residence for any period of time during the lease term, his family already in residence may remain and may have house guests. If the lessee and all of the family members mentioned in the foregoing sentence are absent, no other person may occupy the Residence.

13.5 **Regulation by Association.** All of the provisions of the Stoneybrook Estates Documents and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Residence as a lessee or guest to the same extent as against an owner, and a covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the documents, designating the Association as the owner's agent, with the authority to terminate any lease or other occupancy agreement in the event of violations by the tenant of such covenant, shall be deemed to be included in every occupancy agreement, whether oral or written, and whether specifically expressed in such agreement or not.

14. **DEVELOPER'S RIGHTS.** In addition to other rights provided elsewhere in the Governing Documents, so long as the Developer holds any Lots in the Community for sale in the ordinary course of business, the following shall apply, notwithstanding any other provisions in this Declaration to the contrary:

14.1 **Special Rights Reserved to Developer.** Until the Developer has completed all of the contemplated improvements and has sold all of the Lots in the Community, neither the owners nor the Association nor their use of the Community, shall unreasonably interfere with the completion of the contemplated improvements or sale of Lots.

(A) **Full Right to use of Committed Lands.** Declarant and its successors, designees and assigns shall have the right to make such uses of the Committed Lands as Declarant shall, from time to time, determine. Except as otherwise expressly stated in this Declaration, and in recognition of the fact that Declarant will have continuing and substantial interest in the development and administration of the Total Lands, Declarant hereby reserves for itself and its successors, designees and assigns, the right to use all Common Areas and all other portions of the Committed Lands in conjunction with, and as part of, its program of sale, leasing, constructing, marketing, and developing the Total Lands. This reservation of rights includes, without limitation, the right to carry on construction and to enter and transact business, maintain models and sales offices, place signs, employ sales personnel, hold or sponsor promotional activities, show

improvements owned by Declarant or the Association for purposes set forth above, for storage of construction materials, and for construction and assembling construction components without any cost to Declarant and its successors, nominees and assigns for such rights and privileges. Declarant, its successors, designees and assigns, shall have the right to use all or any portion of any building thereon as a sales, rental, and/or to construction office. Any models, sales areas, sales or rental office(s), parking areas, construction office(s), signs and any other designated areas or personal property pertaining to the sale, lease, construction, marketing, maintenance and repair efforts of Declarant shall not be part of the Common Areas and shall remain the property of Declarant or its agents or assignees, as the case may be. Declarant shall have the right to construct, maintain and repair such Structures as Declarant deems necessary or appropriate for the development of the Total Lands.

(B) Other Declarant Rights. Declarant shall have the right, in its sole discretion, to alter the boundaries of the Common Areas and construct, develop, enlarge, or modify use rights thereon or appurtenant thereto without the joinder or consent of any person, including, without limitation, the Community Association, or the Owners, for so long as Declarant shall own any portion of the Total Lands. Declarant shall have the right, at any time that it owns any portion of the Total Lands, to designate additional Common Areas, or residential property from areas which were previously designated as residential property or Common Areas, as the case may be, or other types of areas, or by causing portion(s) of Uncommitted Lands to become Committed Lands.

14.2 **Assignment**. All or any portion of the rights, privileges, powers and immunities granted or reserved to the Developer in the Stoneybrook Estates Documents may be assigned by the Developer to any person or entity, without the consent of any other owner or any holder of a mortgage secured by any Lot (other than the holder of a first mortgage secured by an interest of the Developer in the Community). In the event of the foreclosure of any mortgage owed by the Developer, or deed in lieu of such foreclosure, the person first acquiring title to such interest by reason of such foreclosure, or deed in lieu of foreclosure, shall succeed to all rights, powers, privileges and immunities of the Developer in and to such interest, as well as all duties and obligations of the Developer.

14.3 **Amendments by Developer**. Notwithstanding the provisions of Section 16 below, as long as the Developer owns any Lots for sale in the ordinary course of business, the Developer reserves the right to amend this Declaration and any or all of its recorded exhibits for any purpose. The number of Lots to be included in the Community may be changed. Said amendments may be made and executed solely by the Developer and recorded in the Public Records of Sarasota County, Florida, without any requirement of securing the consent of any owner, the Association, or the owner and holder of any lien encumbering a Lot or Residence. Such amendments shall not adversely affect the lien or priority of any institutional mortgage recorded prior to the amendment.

14.4 **Sales or Leases of Lots**. The Developer shall have the right to sell, lease or transfer any Lot owned by it on such terms and conditions as it deems in its own best interest.

15. **TURNOVER OF CONTROL OF ASSOCIATION**.

15.1 **Time of Turnover**. The turnover of control of the Community Association by Declarant shall occur not later than ninety (90) days after conveyance of title to Class A members of at least ninety percent (90%) of the Lots that will ultimately be contained within the Total Lands. At the Turnover Meeting the Class A members shall elect a Board of Governors and the Governors appointed by the Developer shall resign.

15.2 **Procedure of Calling Turnover Meeting**. No more than 45 days and no less than 30 days prior to the Turnover Meeting, the Association shall notify in writing all Class A members of the date of the Turnover Meeting.

15.3 **Early Turnover**. The Developer may turn over control of the Association to the Class

A members prior to the turnover date set forth above by causing all of its appointed Governors to resign, whereupon it shall be the affirmative obligation of the Class A members to elect Governors and assume control of the Association. If at least thirty (30) days' notice of Developer's decision to cause its appointees to resign is given to owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations if the Class A members refuse or fail to assume control.

16. **AMENDMENT OF DECLARATION:** This Declaration may be amended. Except as otherwise specifically provided, amendments to this Declaration shall be proposed and adopted in the following manner:

16.1 **Proposal.** Amendments to this Declaration may be proposed by the Board of Governors or by written petition of at least one-fourth (1/4th) of the Class A voting interests.

16.2 **Procedure.** Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can be given.

16.3 **Vote Required.** Except as otherwise provided by law, or by specific provision of the Stoneybrook Estates Documents, a proposed amendment to this Declaration shall be adopted if it is approved by at least two-thirds (2/3rds) of the voting interests present and voting at any annual or special meeting called for the purpose, provided that notice of the text of each proposed amendment has been given to the members with notice of the meeting. No such amendment shall be effective to change any Lot's share of liability for assessments or voting rights unless the

16.4 **Certificate; Recording.** A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be executed by officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of Sarasota County, Florida. The certificate must set forth the location in the Public Records of Sarasota County where this Declaration was originally recorded.

16.5 **Exception.** Wherever in the Declaration the consent, approval, or affirmative vote of more than two-thirds (2/3rds) of the voting interests is required to authorize or take a particular action, the language requiring the particular number of consents, approvals, or votes may not be amended except by the same vote required to authorize or take the action. This Section 16.5 does not apply to amendments by the Developer.

16.6 **Amendment of Provision Relating to Developer.** Deleted 1997

16.7 **Special Provision Related to Specific Mortgagee.** Deleted 1997

17 **GENERAL PROVISIONS.**

17.1 **Waiver.** Any waiver by Developer of any provision of this Declaration or breach hereof must be in writing and shall not operate or be construed as a waiver of any other provision or subsequent breach.

17.2 **Severability.** If any section, subsection, sentence, clause, phrase or portion of this Declaration, is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portion thereof.

17.3 **Headings and Capitalization.** The headings of any Sections, and the capitalization of certain terms herein, are for convenience only and shall not affect the meanings or interpretation of the contents thereof.

17.4 **Notices.** Any notice required to be sent to the owner of any Lot under this Declaration or the Bylaws, shall be deemed to have been properly sent when mailed, postpaid, to the last know address of the person who appears as the owner of the Lot on the records of the Association at the time of such mailing. The member bears the responsibility for notifying

the Association of any change of address.

17.5 **Interpretation.** The Board of Governors of the Association is responsible for interpreting the provisions of this Declaration and its exhibits. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

17.6 **Merger or Consolidation of Associations.** Upon a merger or consolidation of the Association with another association as provided by law, the Association's rights, obligations and property may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, become the rights, obligations and property of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer this Declaration within the existing property together with the covenants and restrictions established upon any other property as one scheme.

17.7 **Number, Gender.** Except where the context clearly indicates otherwise, the use of the singular shall include the plural, the use of the plural shall include the singular, and the use of one gender shall include all genders.

IN WITNESS WHEREOF, the entities comprising Declarant have caused this Community Declaration to be executed and the corporation seals to be affixed hereto, all on the day and year first above written.

Signed and sealed in the presence of:
(Please print name below signature)

Ruth A Collins

Connor J. Chambers

DECLARANT:

U.S. HOME CORPORATION,
A Delaware corporation

By: _____
William Graham, Division Vice President
South Florida Division
3665 Bee Ridge Rd., Suite 108
Sarasota, FL 34233

STATE OF FLORIDA
COUNTY OF SARASOTA

CORPORATE SEAL

The foregoing instrument was executed before me this 29th day of January, 1992, by William Graham, as Division Vice President of U.S. Home Corporation, a Delaware corporation, personally known to me, who did not take an oath, on behalf of the corporation.

Notary Public_
Print Name: Lisa K. Mariska

NOTARY PUBLIC; STATE OF FLORIDA AT LAW.
MY COMMISSION EXPIRES SEPTEMBER 25, 1994.
BONDED THRU AGENT'S NOTARY BROKERAGE.