1669140 RECORDED IN THE RECORDS OF JEFFREY K BARTON, CLERK CIRCUIT COURT INDIAN RIVER CO FL, BK: 1906 PG: 1389, 07/21/2005 09:28 AM

# DECLARATION OF COVENANTS AND RESTRICTIONS

# FOR

# STONEY BROOK FARM

COPY

**THIS DECLARATION OF COVENANTS AND RESTRICTIONS** is made and executed this 12th day of July, 2005 by Stoneybrook Farms Group, LLC, a Florida Limited Liability Company, hereinafter referred to as "Developer."

**WITNESSETH THAT**:

**WHEREAS**, Developer holds the fee simple title to the real property described in Article II of this Declaration and it desires that there be created thereon a community with open spaces, and other common facilities for the benefit of said community; and

**WHEREAS**, Developer desires to provide for the preservation of the values and amenities in said community and the maintenance of said open spaces and other common facilities; and to this end, desires to subject to the real property described in Article II together with such additions as may hereinafter be made thereto as provided in Article II to the Declaration, as hereinafter set forth; and

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**WHEREAS**, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administrating the community properties and facilities including enforcing the covenants and restrictions and collecting and disbursing the charges and fees of property owners; and

**WHEREAS**, Developer has incorporated under the laws of the State of Florida, a non-profit corporation, known as STONEY BROOK FARM, Property Owners Association, Inc., for the purpose of exercising the functions aforesaid.

**NOW, THEREFORE**, the Developer declares that the real property described in Article II, and such additions thereto as may hereinafter be made pursuant to Article II hereof, hereinafter referred to as STONEY BROOK FARM is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, reservations, easements, charges and liens hereinafter set forth.

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## I. DEFINITIONS

A. Hereinafter, wherever the term "Developer" is used, it shall mean and refer to Stoneybrook Farms Group, LLC, a Florida Limited Liability Company, its successors or its assigns.

B. Hereinafter, wherever the term "Lot" is used, it shall mean and refer to any lot or separately owned parcel of real estate included in the property, except the common property as shown on the recorded plat of the property, including additional plats.

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## II. PROPERTY SUBJECT TO THIS DECLARATION:

**Section 1. Legal Description**. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration and the restrictions herein is located in Indian River County, Florida, and at this time legally described as:

Stoney Brook Farm, a Residential Subdivision in Indian River County, Florida, according to the Plat thereof recorded in Plat Book 19, at Pages 41, 42, 43, 44 of the Public Records of Indian River County, Florida.

## III. PROPERTY RIGHTS

**Section 1. Title to Common Area**. The only common areas in the property herein shall be the streets, roads, tracts A though W, and any landscaped areas as so designated by the Developer. The title to these common areas shall, upon conveyance of the Developer's final lot, or sooner at Developer's option, be vested in the STONEY BROOK FARM PROPERTY OWNERS ASSOCIATION, INC., (hereinafter referred to as the Association). The Association shall in no way restrict the use or access to any streets, roads, easements or access to the Developer, said common areas shall be subject to any restrictions, conditions, limitations, reservations, easements of record.

**Section 2. Owner's Easements of Enjoyment**. Every Owner shall have a right and easement of enjoyment in and to the common areas which shall be appurtenant to and shall pass with the title to every lot, subject to the following:

A. Rules and regulations governing the use and enjoyment of the common areas adopted by the Association.

B. Nothing contained herein shall limit or restrict the Developer's, its successors and assigns, or the owners of lots in STONEY BROOK FARM, use of the streets and roadways on the property, and further, the Developer specifically reserves unto the owners of such lots, and any underlying mortgage holder, and their assigns, the same absolute unrestricted use of said streets and roads.

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## IV. PROPERTY OWNERS ASSOCIATION.

**Section 1. Membership**. Every person or entity who is a record fee simple owner of a Lot, including the Developer, at all times as long as it owns all or any part of the Property subject to this Declaration, shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of ~~any~~ Lot. Membership voting rights and procedures are set forth in the Bylaws of the Association.

**Section 2. Establishment of Property Owners Association**. There shall be established a Property Owners Association, composed of record owners of each Lot. The Association shall be STONEY BROOK FARM PROPERTY OWNERS ASSOCIATION, INC., a corporation not for profit, organized and existing under the laws of the State of Florida. The Association shall administer the operation and maintenance of the common areas and other duties hereafter provided for. The Association shall have all of the powers and duties set forth in this Declaration and in the Articles of Incorporation and Bylaws as and granted by the laws of the State of Florida to non-profit corporations.

The Board of Directors of the Association shall approve annual budgets in advance for each fiscal year and the budget shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for operating expenses, maintenance expenses, repairs, management expenses, replacement reserves and reasonable operating reserves for the common property; in addition to reasonable reserves for the continued maintenance and operation of any other items deemed necessary for the protection of all property owners. Each Owner shall be liable for the payment to the Association of its share of the common expenses as determined in said budget.

## V. COVENANTS FOR MAINTENANCE AND OTHER ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation of Assessments**. Unless otherwise provided above or herein to the contrary, each Owner of a Lot owned within the Property subject to this Declaration hereby covenants and each Owner of any Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or conveyance) including any purchaser ~~at a judicial~~ sale, shall hereafter be deemed to covenant and agree to pay to the Association any assessments or charges, and any special assessments for capital improvements or major repair; such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the rate of eighteen percent (18%) per annum and costs of collection thereof (including reasonable attorney's fees), shall be a charge on the land and shall be a continuing lien upon the Lot(s) against which each such assessment is made, and shall also be a personal obligation of the Owner.

**Section 2. Purpose of Assessment**. The annual and special assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of the residents, and in particular for ~~cable television services, trash removal services,~~ yard maintenance services, maintenance of the Club House, improvements and maintenance of Common Areas,

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members' lots, and any easement in favor of the Association, including, but not limited to, the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, and undertaken by the Association.

**Section 3. Approval of Annual Assessments.** Assessments shall be set by the Board of Directors of the Association.

**Section 4. Rate of Assessment**. There shall be one (1) rate of regular and special assessments within STONEY BROOK FARM. The rate of assessment shall be established from time to time by the Board of Directors.

**Section 5. Special Assessments for Capital Improvements and Major Repairs**. In addition to any annual assessments, the Board may levy in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board of Directors of the Association, including the necessary fixtures and personal property related thereto.

**Section 6. Date of Commencement of Annual Assessments: Due Date**. The assessments for which provision is herein made shall commence on the date or dates (which shall be the first day of each quarter) fixed by the Board of Directors of the Association to be the date of commencement. The assessments shall be payable in advance in monthly installments.

**Section 7. Duties of the Board of Directors**. Unless otherwise provided to the contrary herein, the Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall at that time, prepare a roster of the Lots and assessments applicable thereto which shall be sent to each Owner at his last known address. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

The Association shall, upon demand at any time, furnish to any Owner liable for said assessments, a certificate, in writing, signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

**Section 8. Affect of Non-Payment of Assessment: The Lien, the Personal Obligation, Remedies of the Association**. If any assessment is not paid on the date when due, such assessment shall then become delinquent and shall, together with such interest thereon and the cost of collection thereof, become a continuing lien on the Lot(s) against which such assessment is made that shall bind such Lot(s) in the hands of the Owner(s), their heirs, devises, personal representatives and assigns, and shall also be against whom the assessment is levied.

If the assessment is not paid within thirty (30) days after the delinquency date, which shall be set by the Board of Directors of the Association, the assessment shall bear interest from the date of

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the delinquency at the rate of eighteen percent (18%) per annum, and the Association may at any time thereafter, bring an action to foreclose the lien against the Lot(s), in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the Owner(s), and there shall be added to the amount of such assessment the Association's reasonable attorney's fees, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

**Section 9. Subordination to Lien or Mortgage**. The lien of the assessments for which the provision is hereby made, as well as in any other Article of the Declaration, shall be subordinate to the lien of any first mortgage to a bank, life insurance company, Federal or state savings and loan association, real estate investment trust, or to the Developer. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such lot pursuant to a decree of foreclosure, and in any other proceedings in lieu of foreclosure of such mortgage. No sale or transfer shall relieve any Lot from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

## VI. EXTERIOR MAINTENANCE ASSESSMENT

**Section 1. Exterior Maintenance**. In addition to maintenance upon the Common Areas, the Association may provide and/or require other exterior maintenance upon any Lot or structure requiring same, when necessary in the opinion of the Board of Directors of the Association after giving the lot owner or owners no less than fourteen (14) days written notice of the Board's proposed action. In the event a lot owner fails to maintain their lot or structure thereon in a good state of preservation and cleanliness or allows the accumulation of materials on their lot which in the opinion of the Board of Directors of the Association must be maintained or moved, the Association may maintain the lot or structure or remove the materials at the owners' expense. If no allocation is made, the assessment shall be uniformly assessed against all of the lots requiring exterior maintenance. Any other exterior maintenance assessment shall not be considered part of the annual or special assessments. Any exterior maintenance assessment shall be a lien on the Lot and the personal obligation of the Owner and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided for the other assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Section 9 of Article V hereinabove.

**Section 2. Access at Reasonable Hours**. For the purpose of performing the maintenance, repair or replacement, authorized by this or any other Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or the exterior of any improvements thereon at reasonable hours on any day.

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## VII. ARCHITECTURAL CONTROL

**Section 1. Necessity of Architectural Review and Approval**. No improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvements, shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change, alteration or repainting therein or thereof be made, unless and until the plans, specifications, color, and location in relation to the surrounding structures, and topography are in conformance with the Architectural Planning criteria of the Association, a copy of which is attached hereto and which may from time to time be amended having been duly approved in advance.

**Section 2. Architectural Review Committee**. The Architectural and control functions of the Association shall be administered and performed by the Architectural Review Committee (the ARC), which shall consist of three (3) members, who must either be members of the Association and residents of the STONEY BROOK FARM or an architect licensed to practice architecture in the State of Florida. The Developer, or its successors, shall have the right to appoint all of the members of the ARC or such lesser number as it may choose, as long as it owns at least one Lot in the property subject to this Declaration. Members of the ARC as to whom the Developer may relinquish the right to appoint, and all members of the ARC after the Developer no longer owns at least one Lot in that property which may be subject hereto, shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association. A majority of the ARC shall constitute a quorum at a meeting properly called. Termination of service of any member thereof shall be filled by the Board of Directors; except that the Developer at the exclusion of the Board shall fill any vacancy created by the death, resignation, removal or other termination of the services of any member of the ARC appointed by the Developer.

**Section 3. The Powers and Duties of the ARC**. The ARC shall have the following powers and duties: To recommend, from time to time, to the Board of Directors of the Association, modifications, and/or amendments to the Architectural Planning criteria. Any modifications or amendment to the Architectural Planning Criteria shall be consistent with the provisions of the Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present and voting.

**Section 4. Purpose of the ARC**. The ARC shall provide for a systematic and uniform review of all proposed improvements and construction of any type or nature whatsoever within STONEY BROOK FARM. The ARC shall review all plans for said improvements, it being the intent of the Developer to provide for sound and aesthetically pleasing development of the Planned Development. The ARC shall assure itself of the soundness of the proposed improvements in order to prevent to the extent possible, rapid and early deterioration. In addition, the ARC shall evaluate the proposed improvements with emphasis upon their harmonious incorporation into the community as a whole and with specific emphasis in external design, location of the improvement in relation to the surrounding structures and/or improvements, topography, and conformity to the restrictive covenants imposed hereunder.

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**Section 5. Procedure Before the ARC**. Prior to the commencement of any work on the premises contemplated for improvement, an applicant must submit to the ARC (a) a tentative set of plans and specifications to be reviewed by the Architectural Review Committee and commented upon prior to the applicant incurring the expense of final plans and (b) a tree survey evidencing each tree on the Lot over two (2) inches in diameter. The Architectural Review Committee shall comment upon the tentative plans within thirty (30) days of receipt and forward its comments to the applicant. The applicant must furnish such fully executed application forms and fees as may then be required by the ARC and such additional information as required by this declaration. All applicants shall be required to remit to the Association a damage deposit of $500.00 at the time the applicant submits their plans and specifications. In the event approval is forthcoming and work commenced, this damage deposit shall be used to help defray the cost of any damage sustained by or to the STONEY BROOK FARM'S common areas, roads and neighboring property. Said damage deposit shall be refundable if no construction is undertaken or if no damage results. The foregoing damage deposit shall not be deemed a limitation for damages resulting in excess of said $500.00. No later than thirty (30) days after receipt of said plans and specifications, the ARC shall respond to the application in writing by approving said application, or disapproving said application. In the event the ARC fails to respond within said thirty (30) day period, the plans and specifications shall be deemed approved. In the event of disapproval of the plans and/or specifications as submitted, no work or construction shall be commenced in furtherance of the proposed improvement until such approval is given. In the event of approval of said plans and specifications, the applicant shall provide the ARC with written notice of the completion of the staking of the property and proposed improvements. No further work shall be performed upon the property until the ARC has inspected the premises and approved said stakeout. In the event the ARC fails to respond within forty-eight (48) hours (excluding Saturdays, Sundays and legal holidays), after receipt of said notice, said work shall be deemed approved, and this stakeout requirement shall be deemed waived by the ARC.

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## VIII. RESTRICTIONS

**Section 1. Residential Use**. The Property subject to these Covenants and Restrictions may be used for residential living units and for no other purpose. No business or commercial buildings may be erected upon any Lot without prior ARC approval thereof as elsewhere herein provided. No Lot shall be divided, subdivided or redueed in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous lots under one ownership. In the event of the division of any Lot(s) as aforesaid, the obligation for the Association expenses attributable to the divided or subdivided Lot(s) shall be and become proportionately attributable and chargeable to the contiguous Lot(s), and the Owner(s) thereto, to and with which all or portions of the divided or subdivided Lot(s) become consolidated. In the event that one or more Lots are developed as a unit, the provisions of these Covenants and Restrictions shall apply thereto as a single Lot. No dwelling or other structure or improvement shall be erected altered, placed or permitted to remain on any site not including at least one (1) fully platted Lot according to the recorded Plat of STONEY BROOK FARM.

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**Section 2. Remaining Restrictions**. For the remaining Lot restrictions, refer to those restrictions found in the ARC Criteria attached hereto and made a part hereof by this reference and marked Exhibit "A."

**Section 3. Rules and Regulations.** STONEY BROOK FARM PROPERTY OWNERS ASSOCIATION, INC.'s Board of Directors may from time to time adopt and enforce reasonable rules and regulations concerning the use of property within STONEY BROOK FARM. All such rules and regulations shall be applicable to the owners of lots in STONEY BROOK FARM and their families, tenants and guests.

**Section 4. Criminal Check.** In an effort to provide some additional level of security and peace of mind to the homeowners of STONEY BROOK FARM the Association will perform or cause to be performed, background investigations to determine if a potential resident has been convicted of a sex crime. Any individual convicted of a sex crime shall be prohibited from owning property and/or residing in STONEY BROOK FARM. In addition, potential owners and/or residents shall be required to sign an affidavit, provided by the Association, swearing and/or affirming that affiant has never been convicted of a sex crime. The cost of investigation shall be charged to the applicant.

Any property owner of a Lot and/or resident in STONEY BROOK FARM found to have been convicted of a crime shall before or after owning a Lot in and/or becoming a resident of STONEY BROOK FARM shall be required to relocate to an address outside of STONEY BROOK FARM, and divest themselves of all ownership interests in property in STONEY BROOK FARM.

## IX. CLUB HOUSE

The Developer shall construct a Clubhouse as part of STONEY BROOK FARM. The Clubhouse will not be owned by the Association. The owner of the Clubhouse, Omega Entertainment Group, L.L.C., shall manage and maintain the Clubhouse and shall invoice the Association for all maintenance, repair, utilities, taxes (property and other), insurance and any and all other expenses associated with operating, maintaining and repairing the Clubhouse. In addition to the operating, maintenance and repair costs to be paid by the Association, the Association shall be invoiced, and shall be liable for, a Clubhouse Fee of One Hundred Dollars ($100.00) per lot (upon issuance of the C.O.), per year for the cost of using the clubhouse. This fee shall not be waived or opted out of, and is not reimbursable to the Association in the event of non-use of the Clubhouse by any lot owner(s). The annual Clubhouse Fee charged to the Association by the Clubhouse owner shall increase not more than three percent (3%) per year. These obligations shall be further detailed in a lease to be entered into by the Association (Lessor) and Omega Entertainment Group, L.L.C. (Lessee) prior to opening the Clubhouse.

## X. EASEMENTS

In addition to those matters set forth herein, easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, or as heretofore granted by the

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said Developer. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of the water through drainage channels in the easements, or which are or might be prohibited by the public authority to whom said easement is given. The easement area of each lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public or private authority or utility is responsible. Utility shall include cable vision.

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## XI. AMENDMENT

In addition to those matters set forth herein, so long as the Developer owns one or more Lots in that property which is or may later be subject to this Declaration, or so long as the entity to whom the Developer specifically assigns the rights under this paragraph, or its subsequent assignees of this specific right, owns one or more Lots in the property subject to this Declaration, the Developer or its just mentioned specific assignee, may change any provision of this Declaration in whole or in part by executing a written instrument making said changes and have the same duly recorded in the Public Records of Indian River County, Florida. At any time after the Developer, or its just mentioned specific assignee, no longer owns any Lots, the then owners of at least two-thirds (2/3) of the Lots, (by and through the Association as per Article II, Section 2, herein), may change these covenants in whole or in part by executing a written instrument making said changes and having the same duly recorded in the Public Records of Indian River County, Florida.

## XII. ENFORCEMENT

If the Owner or Owners of property covered hereby or any other person or persons, or any of them, or any of their heirs, personal representatives, successors, or assigns, shall violate or attempt to violate any of the covenants or restrictions contained herein, it shall be lawful for any other person or persons owning any real property situated herein, or the Developer, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them by injunction from doing or continuing to do such acts and/or to recover damages and other dues for such violation.

It is expressly understood and agreed that all costs, including reasonable attorney's fees, including appeal, incurred by any moving party, in any legal proceedings which results in the successful enforcement, and/or restraint, by injunction or otherwise, of any covenant or restriction, contained in this Declaration shall be borne in full by the defendant or defendants in such proceedings.

## XIII. DRAINAGE AND UTILITY EASEMENTS

Except for any construction performed pursuant to specific prior approval from Indian River County, Florida, there shall be no construction whatsoever in any areas designated on the Plat as a drainage or utility easement, with the exception of driveways.



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## XIV. SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM

A "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse alter to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity or quality of discharges.

The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface or stormwater management system shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface or stormwater management capabilities as permitted by the St. John's Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the St. John's Water Management District.

The Developer has constructed a drainage swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lot from time to time. Each Lot owner, including builders, shall be responsible for the maintenance, operation and repair of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. John's Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the drainage swale is located.

## XV. DEFAULT

The Developer or other holder of an institutional first mortgage acquiring title to a Lot by foreclosure of its mortgage or by acceptance of a voluntary conveyance in lieu thereof or a purchaser at a judicial sale resulting from the foreclosure of said first mortgage and their successors and assigns shall not be liable for prior assessments or liens pertaining to such Lots or chargeable for the former Lot owner which became due prior to such acquisition of title. Such unpaid liens and assessments shall be collectible from all of the Lot owners on a pro rata basis if the Association deems same necessary.

Any person who acquires an interest in a Lot, except through foreclosure of an "institutional first mortgage," or "mortgage held by the Developer," shall be personally liable and jointly and severally liable with the grantor for all of the unpaid liens or assessments up to the time of the transfer of ownership.

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For the purpose of this instrument, an institutional first mortgage shall be defined as a first mortgage originally executed and delivered to a bank, savings and loan association or insurance company authorized to transact business in the State of Florida, or the Developer.

## XVI. GENERAL PROVISIONS

**Section 1. Duration and Remedies for Violation**. The Covenants and Restrictions of this Amended and Restated Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the Association or the Owner of any property subject to this Amended and Restated Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Amended and Restated Declaration is recorded, after which time said Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change or terminate said Covenants and Restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Developer and/or the Association and/or Owner(s), in addition to all other remedies, the right to proceed at law or in equity, to compel a compliance with the terms of said conditions, covenants and restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceedings results in a finding that such Owner was in violation of said Covenants and Restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by the Developer and/or the Association in seeking such enforcement.

**Section 2. Notices**. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, post paid, to the last known address of the person who appears as a member or Owner on the records of the Association at the time of such mailing.

**Section 3. Severability**. Invalidation of any one of these covenants and restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

**Section 4. Usage**. Whenever used, the singular shall include the plural and singular, and the use of any gender shall include all genders.

**Section 5. Effective Date**. This Declaration shall become effective upon its recordation in the public records of Indian River County, Florida.

**IN WITNESS WHEREOF**, the undersigned Manager of Stoneybrook Farms Group, LLC, a Florida Limited Liability Company, has executed this Declaration of Covenants and Restrictions this 12th day of July, 2005.

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Stoneybrook Farms Group, LLC, a Florida Limited Liability Company

BY: _____
Manager

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**STATE OF FLORIDA** )
) **ss.**
**COUNTY OF INDIAN RIVER** )

**I HEREBY CERTIFY** that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Mark Brackett well known to me to be the Manager of Stoneybrook Farms Group, LLC, a Florida Limited Liability Company and that he acknowledged executing the same for such company, freely and voluntarily, under authority duly vested in him by said company, and that I relied upon the following form of identification Personally Known.

**WITNESS** my hand and official seal in the State and County last aforesaid, this 12th day of July, 2005.

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Notary Public

My commission expires:
2/7/07

Lauren F Hamilton
My Commission DD171960
Expires February 07 2007

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# EXHIBIT "A"

## ARCHITECTURAL PLANNING CRITERIA
## STONEY BROOK FARM PROPERTY OWNERS' ASSOCIATION, INC.

It is the plan of the Developer of STONEY BROOK FARM to develop it into a highly restricted community of quality homes, aesthetically compatible with each other and with their natural surrounds. The ARC shall evaluate the proposed improvements with emphasis upon their harmonious incorporation into the community as a whole and with specified emphasis on external design, location of the improvement in relation to the surrounding structures and/or improvements, topography and conformity to the restrictive covenants imposed hereunder.

1. **Building Type and Dimensions**. No building shall be erected, altered, placed or permitted to remain on any Lot other than a detached single-family dwelling containing not less than two thousand five hundred (2,500) square feet of livable enclosed floor area, and not less than nineteen hundred (1,900) square feet on the ground floor in a two story dwelling, exclusive of open or screen porches, terraces and garages. Any dwelling erected shall not exceed more than thirty-five (35) feet in height from the highest point of elevation on said Lot and have a private and enclosed garage for not less than two (2) full sized cars.

Unless approved by the ARC as to the use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residential dwelling, nor can any such structure(s) be constructed prior to construction of the main residential dwelling.

2. **Procedure for Plan Submittal**. The following two-step procedure shall be followed by the Owners in submitting the necessary documentation to the ARC. Step I is established for the purpose of minimizing misunderstandings and expense to the Owners.

STEP I:

(a) The owner shall submit tentative conceptual plans and specifications, prepared in a professional manner to the ARC for approval prior to finalizing plans and specifications as called for in Step II.

(b) The owner shall submit a tree survey locating each tree of two (2) inches or greater in diameter located on the Lot.

(c) The owner shall submit elevation of the lot to determine the fill requirements or removal.

STEP II: After receiving tentative conceptual approval by the ARC, final plans and specifications, shall be submitted including the following:

(a) An accurately drawn and dimensional plot plan showing all building setbacks, easements, drives and walks.

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(b) Foundation plan, floor plan, exterior elevations of buildings as they will actually appear after all backfilling and landscaping is done from finished ground up.

(c) Actual samples of all material such as roofing, siding, brick, etc., aswellas all exterior color schemes must be submitted for approval.

(d) Landscape plan showing the location of all existing and proposed landscaping and sprinkler system layout, prepared in a professional manner.

(e) All plans must be drawn in a professional manner to a one-quarter inch scale.

**3. Builder and Construction Approval**. All builders or contractors must be licensed and approved by the ARC. Any construction done in STONEY BROOK FARM by any builder or contractor even though the builder or contractor has been approved by the ARC which is done in a poor and unworkmanlike manner may be stopped by the ARC and further work on the job will cease until the work has been corrected to the satisfaction of the ARC. Each owner or their assigns by purchasing property in STONEY BROOK FARM hereby gives their permission to the ARC or its representatives to inspect the work done on their property at such reasonable time and manner so as to assure conformity with these guidelines and restrictions. A clean and orderly job must be maintained at all times, both inside and outside the home. Construction must proceed on a timely and continuing basis without interruption.

All homes and auxiliary buildings to be located in the Subdivision shall be constructed by an Approved Builder. To become an Approved Builder, a builder must complete and submit an Approved Builder application to the Board of Directors. If the Board votes to approve a builder, and after paying the Approved Builder Fee, the builder is allowed to construct homes in the subdivision.

To determine a builder's qualification to be granted Approved Builder status the Board shall consider the following:

a. Builder's reputation for honesty.
b. Builder's reputation for construction quality.
c. Builder's perceived ability to construct homes consistent with desired standards for the Stoney Brook Farm subdivision.
d. Builder's financial stability.
e. Builder's reputation for compliance with deed restrictions.

The Approved Builder fee shall be $2,000.00. This fee may be modified by the Board. The Approved Builder fee is payable to the Stoneybrook Farms Group, L.LC.

The Board's decision on granting or denying Approved Builder status is final, an is not subject to appeal to any other governing body empowered by the Stoney Brook Farm P.O.A. or its governing documents.

**4. Layout**. No foundation for a building shall be poured, nor shall construction commence in any manner or respect, until the layout for the building is approved by the ARC. No



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change in the grade or topography of the lot shall be made without written approval of the ARC. The finish floor elevation of the house must be approved by the ARC. It is the purpose of this approval to assure that no trees are unnecessarily disturbed and that the home is placed on the lot in its most advantageous position.

5. **Exterior Color Plan**. The ARC shall have final approval of all exterior color plans and each owner must submit to the ARC a color plan showing the color of the roof, exterior walls, shutters, trims, etc. The ARC shall consider the extent to which the color plan is consistent with the homes in the surrounding areas and the extent to which the color plan conforms with the natural color scheme of and for STONEY BROOK FARM.

6. **Roofs**. There shall be no exposed flat roofs or roof pitches less than five feet in twelve feet except porches, patios and flared eaves. Roof surfaces shall be of barrel, rolled or "S" style tiles. Metal roofing material may be approved provided that the architectural design and character of the house is consistent with the use of metal roofing, in the sole determination of the ARC. Metal roofing style, gauge, design, and color must be approved by the ARC.

7. **Block**. There shall be no exposed block.

8. **Roof Overhang**. There shall be a minimum roof overhang of 12 inches, unless approved by the ARC.

9. **Exterior Flashing, Vents, Etc**. No plumbing vents, exhaust fans, etc., are to protrude through the roof on the front side of the roof, and shall not be visible from the street. Solar collectors and other equipment shall also not be visible from the street.

10. **Driveway and Walkway Dimensions and Construction**. All dwellings shall have a brick or cement pavers driveway approved by the ARC, of at least twenty (20) feet in width at the entrance to the garage. All front and side exterior walks must be constructed of pavers. Rear exterior walks may be constructed of concrete.

11. **Signs**. Owners shall not display or place any sign of any kind, except for signs displaying "For Rent," "For Sale," "Open House," or the owner's name, not to exceed one square foot each. The design of the sign shall be approved by the ARC.

12. **Games and Play Structures**. All basketball backboards and any other fixed games and play structures shall be located at the rear of the dwelling, or on the inside portion of corner lots within the setback lines. Except that no playground, play equipment, basketball goals etc. shall be located on any lot that is adjacent to a stormwater tract. No platform, dog houses, pet enclosures, play houses or structures of a similar kind or nature shall be constructed on any part of the lot located in front of the rear line of the residence constructed thereon, and any such structures must have prior approval of the ARC.

13. **Fences and Walls**. The composition, location and height of any fence or wall to be constructed on any lot shall be subject to the approval of the ARC. The ARC shall require the

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composition of any fence or wall to be consistent with the material used in the surrounding homes and other fences, if any. If a lot abuts a lake, no fence or wall may be constructed upon the lot except for an aluminum fence as approved by the ARC around a swimming pool.

**14. Landscaping**. A basic landscaping plan for each lot must be submitted and approved by the ARC. All lots are required to have installed a standard automatic underground sprinkler system. This sprinkler system shall be of sufficient size and capacity to irrigate all sodded or landscaped areas and must be maintained in good working order on all lots. All well water for irrigation must be chemically treated so as to prevent iron or other stains from staining the property or any improvements placed hereon. The entire lot, together with that area between the street pavement and the right-of-way line, shall be sodded, irrigated and maintained. Sodding and/or landscaped areas shall be required in the entire yard surrounding the dwelling. The sod shall be of the St. Augustine grass (or Floratam) with no other types permitted. The exterior heating and air conditioning unit shall be hidden from view by landscaping material which at maturity will conceal the unit.

All exterior walls must be landscaped. Plants used to landscape exterior walls must be not less than seven (7) gallons in size (at least 36" tall when planted) and spaced not more than 36 inches apart. Smaller plants are permitted in other areas. Not less than four (4) hardwood trees (minimum 4 inch D.B.H., and not less than 18 feet tall) shall be added to each lot as part of the landscaping (credit may be given for existing hardwood trees). Two of the aforementioned hardwood trees must be in the front of the house and two shall be in the rear of the house.

An exterior lighting plan providing ample entry and yard lighting for the safety and welfare of property owners must accompany each landscaping plan and be approved by the ARC.

Any lot which does not have a dwelling on it must be mowed periodically and kept in a neat condition at all times. No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that any Owner shall fail or refuse to keep their lot free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon said lot and remove the same at the expense of the Owners, and such entry shall not be deemed a trespass.

All garbage or trash containers, pool equipment, sprinkler system equipment, etc. must be underground or placed in a walled-in area so that they shall not be visible from the adjoining lots or from the street.

**15. Swimming Pools**. Any swimming pool to be constructed on any lot shall be subject to the approval of the ARC. Any lighting of a pool or other recreation area shall be designed so as to buffer the surrounding residences from the lighting and must be approved by the ARC. If one owner elects to purchase two adjoining lots and use one for recreation purposes, the lot used for recreation must be adequately screened by landscaping and/or walls or fences on both the front and side as required by the ARC. It shall be the intent of the ARC to screen any such use from the public view.

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**16. Garbage and Trash Containers**. No lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers, and except during pick-up hours, if required to be placed at the curb, all containers shall be kept within an enclosure which the ARC shall require to be constructed with each dwelling. No owner or contractor shall be permitted to burn any type of trash or construction material on any lot at any time.

**17. Removal of Trees.** In reviewing the building plans, the ARC shall take into account the natural landscaping, such as the trees and shrubs, and encourage the Owner to incorporate them in his landscape plan. No trees of more than two inches base diameter may be removed without approval of the ARC, which approval may be given when such removal is absolutely necessary for the construction of a dwelling or other improvements. Any trees that have to be moved for the construction of a dwelling must be replanted on the same lot and properly cared for to insure their living. If the trees do not survive the transplanting, then they must be replaced by a tree of equal or greater size.

**18. Window Air-Conditioning Units**. No window or wall air-conditioning units shall be permitted.

**19. Mechanical Devises**. All exterior pumps, motors, compressors, tanks or similar mechanical devices shall be properly screened from view by such means as shall be approved by the ARC.

**20. Mailboxes.** All mailboxes and paper boxes must be approved by the ARC. Original mailboxes shall be purchased from the Developer.

**21. Utility Connections**. Building connections for all utilities, including, but not limited to, water, electricity, telephone and cablevision shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority.

**22. Fascia**. All dwellings shall have exterior fascia boards of a minimum nominal six (6) inches wide.

**23. Siding**. Wood siding is not permitted. All siding shall be of a cement based product.

**24. Flues**. Exterior metal flues must be enclosed, using design and materials consistent with those of the dwelling.

**25. Temporary Buildings.** No tents, trailers, vans, shacks, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any lot without written consent of the ARC.

**26. Antennas**. All aerials, antennas and satellite dishes must be of the concealed type and must be specifically approved in writing by the Board of Directors of the Association.

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**27. Motor Vehicles and Boats.** No boats, heavy equipment, trucks, recreational vehicles, race cars, motorcycles or other motor vehicles may be placed, parked or stored upon any lot, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any lot or within any garage unless approved by the Board of Directors of STONEY BROOK FARM Property Owners Association, Inc., in its sole discretion.

The Developer and approved builders shall be permitted to operate commercial vehicles, including trucks, for the purpose of constructing and maintaining houses in Stoney Brook Farm. Overnight parking, and on-site vehicle maintenance is prohibited to all, including approved builders.

**28. Artificial Vegetation**. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any lot.

**29. Automobile Storage Areas**. No automobile garage shall be enclosed or converted to any other use. No carports shall be permitted. All garages must have doors that are to be maintained in a useful condition and that are operated by an electric door opener.

**30. Clothes Drying Area**, if any, shall be located in the rear of the lot, and shall be totally screened by a fence approved by the ARC from the view of traffic on the private roads and the neighbors on the adjoining lots.

**31. Boarding Up**. Design and materials for storm shutters must be approved by the ARC. Houses may not be "boarded up" and windows may not be covered by storm shutters unless a hurricane warning has been issued for Indian River County, Florida. Within seven (7) days of the hurricane warning or watch upon Indian River County, Florida, being lifted, whichever is later, window protections must be removed or opened.

**32. Topography**. There shall be no change in the topography of the lot either for construction or landscaping without permission of the ARC.

**33. Construction**. Construction personnel may not begin work earlier than 6:00 a.m. and must cease and be off the property no later than 7:00 p.m. Upon the issuance of a Certificate of Occupancy on a home in Stoney Brook Farm, the approved construction hours shall be modified as follows. Construction personnel may not begin work earlier than 7:30 a.m. and must cease and be off the property no later than 6:00 p.m. There shall be no construction activity on Sundays or any state holidays.

There shall be no truck deliveries of any kind made between 6:00 p.m. and 8:00 a.m. on any date.

COPY

# ARTICLES OF INCORPORATION

# OF

# STONEY BROOK FARM PROPERTY OWNERS'ASSOCIATION, INC.

COPY

The undersigned by these Articles of Incorporation associate themselves for the purpose of forming a corporation not for profit, under the laws of the State of Florida, and certify as follows:

## ARTICLE I

### Name

The name of the corporation shall be STONEY BROOK FARM PROPERTY OWNERS'ASSOCIATION, INC. For convenience, the corporation will be referred to in this instrument as the Association.

## ARTICLE II

### Purpose

2.1. The purpose for which the Association is organized is to provide an entity pursuant to Chapter 720, Florida Statutes, for the operation of a subdivision that is to be constructed upon lands in Indian River County, Florida, more specifically described in Exhibit "A" attached hereto.

2.2. The Association will make no distribution of income to its members, directors or officers.

## ARTICLE III

### Powers

The powers of the Association will include and be governed by the following provisions:

3.1. The Association will have all of the common law and statutory powers of a corporation not for profit that are not in conflict with the terms of these Articles.

3.2. The Association will have all of the powers and duties set forth in Florida Statutes Chapter 720 and any amendments thereto, hereinafter referred to as "The Homeowners' Association Act", except as limited by these Articles and the Declaration of Covenants and Restrictions for the Association; and it will have all of the powers and duties reasonably necessary to operate said Association pursuant to its Declaration of Covenants and Restrictions, as may be amended from time to time, including, but not limited to, the following:

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a. To make and collect assessments against members to defray the costs, expenses and losses of the Association.

b. To use the proceeds of assessments in the exercise of its powers and duties.

c. To maintain, repair, replace and operate the Association properties.

d. To purchase insurance for the Association properties; and insurance for the protection of the Association and its members as lot owners.

e. To reconstruct improvements after casualty and to further improve the Association properties.

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f. To make and amend reasonable regulations respecting the use of the Association properties.

g. To approve or disapprove the transferring, leasing, mortgaging and ownership of lots as may be provided by the separate Declaration of Covenants and Restrictions and the Bylaws of the Association.

h. To enforce by legal means the provisions of the Homeowners' Association Act, the Declaration of Covenants and Restrictions, these Articles, the Bylaws of the Association and the Regulations for the use of the Association properties.

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i. To maintain class actions on behalf of any or all of the lot owners and to institute, maintain, settle or appeal actions or hearings in its name on behalf of all lot owners concerning matters of common interest.

j. To contract for the management and operation of the Association, including its common property; and to thereby delegate, as may be allowed by law, all powers and duties of the Association, except such as are specifically required to have approval of the Board of Directors or of the membership of the Association.

k. To employ personnel to perform the services required for the proper management and operation of the Association.

COPY

3.3. All funds, except such portions thereof as are expended for the common expenses of the Association, and the titles of all Association properties will be held in trust for the members of the Association, in accordance with their respective interests under the Declaration of Covenants and Restrictions, and in accordance with the provisions of these Articles of Incorporation and the Bylaws of the Association.

3.4. The powers of the Association will be subject to and will be exercised in accordance with the provisions of the Declaration of Covenants and Restrictions and the Bylaws of the Association.

COPY

## ARTICLE IV

## Members

4.1. The members of the Association will consist of all of the record owners of lots in the subdivision, and after termination of the Association shall consist of those who are members at the time of such termination and their successors and assigns.

4.2. After receiving approval of the Association, change of membership will be established by recording in the public records of Indian River County, Florida, a deed or other instrument establishing a record title to lots and by the delivery to the Association of a copy of such instrument. The owner designated by such instrument thus becomes a member of the Association and the membership of the prior owner is terminated.

4.3. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the member's lot.

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4.4. The owner of each lot will be entitled to at least one (1) vote as a member of the Association, except that STONEYBROOK FARMS GROUP LLC, the Developer of STONEY BROOK FARM shall have ten (10) votes for each lot it owns until ninety percent (90%) of all of the lots in STONEY BROOK FARM have been transferred at which time it shall have one (1) vote per lot it owns. The exact number of votes to be cast by owners and the manner of exercising voting rights will be established by the Bylaws of the Association.

## ARTICLE V

## Directors

5.1. The affairs of the Association will be initially managed by a board consisting of not less than three (3) directors. Commencing with the turnover of control of the Association to Association Members other than the Developer of STONEY BROOK FARM there shall not be less than five (5) and not more than nine (9) Directors. Directors need not be members of the Association.

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5.2. Directors of the Association will be elected at the annual meeting of the members.

5.3. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

| NAME | ADDRESS |
|---|---|
| Mark A. Brackett | 1974 14th Avenue<br>Vero Beach, FL 32961 |
| Alana Cutshall | 1645 2nd Street<br>Vero Beach, FL 32962 |
| Chad Kelly | 934 11th Place<br>Vero Beach, FL 32960 |

COPY

## ARTICLE VI

## Officers

The affairs of the Association will be administered by the officers designated in the Bylaws of the Association. Said officers will be elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association and will serve at the pleasure of the Board of Directors. The names and addresses of the officers who will serve until their successors are designated are as follows:

| NAME | ADDRESS | OFFICE |
|---|---|---|
| Mark A. Brackett | 1974 14th Avenue<br>Vero Beach, FL 32961 | President |
| Chad Kelly | 934 11th Place<br>Vero Beach, FL 32960 | Vice-President |
| Alana Cutshall | 1645 2nd Street<br>Vero Beach, FL 32962 | Secretary and Treasurer |

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## ARTICLE VII

## Bylaws

The first Bylaws of the Association will be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by said Bylaws.

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## ARTICLE VIII

### Amendments

Amendments to these Articles of Incorporation will be proposed and adopted in the following manner:

9.1. Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is considered.

9.2. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association and except as elsewhere provided such approvals must be by not less than a majority of the entire membership of the Board of Directors.

9.3. Provided, however, that no amendment will make any changes in the qualifications for membership nor the voting rights of members, without approval in writing by all members. Homeowners' Association Act or the Declaration of Covenants and Restrictions.

9.4. A copy of each amendment will be certified by the Secretary of State, State of Florida, and will be recorded in the public records of Indian River County, Florida.

## ARTICLE IX

### Term

The term of the Association will be perpetual.

## ARTICLE X

### Subscribers

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

| NAME | ADDRESS |
|---|---|
| Mark A. Brackett | 1974 14th Avenue<br>Vero Beach, FL 32961 |
| Chad Kelly | 934 11th Place<br>Vero Beach, FL 32960 |

COPY

## ARTICLE XI

The street address of the initial principal and registered office of the corporation is 1974 14th Avenue, Vero Beach, Florida 32961, and the name of the initial registered agent of the corporation at that address is Mark A. Brackett.

**IN WITNESS WHEREOF**, the subscribers have affixed their signatures, this 12th day of July, 2005.

COPY

Mark A. Brackett

Chad Kelly

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

Before me, the undersigned authority, personally appeared Mark A. Brackett, to me known and known to me to be the individual described in, and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal at Vero Beach, said County and State aforesaid, this 12th day of July, 2005.

OFFICIAL NOTARY SEAL
A'LANA R CUTSHALL
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. DD122997
MY COMMISSION EXP. JUNE 9,2006

Notary Public, State of Florida

My commission expires:

June 9, 2006

COPY

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

Before me, the undersigned authority, personally appeared ~~Mark A. Brackett~~ Chad Kelly, to me known and known to me to be the individual described in, and who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed the same for the purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal at Vero Beach, said County and State aforesaid, this 12th day of July, 2005.

OFFICIAL NOTARY SEAL
A'LANA R CUTSHALL
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. DD122997
MY COMMISSION EXP. JUNE 9,2006

A'Lana R. Cutshall
Notary Public, State of Florida

My commission expires:

June 9, 2006

ACCEPTANCE OF DESIGNATION OF REGISTERED AGENT

The undersigned hereby accepts the designation of registered agent on behalf of STONEY BROOK FARM PROPERTY OWNERS' ASSOCIATION, INC.

Mark A. Brackett

COPY

**EXHIBIT "A"**

TRACTS 1 AND 8, SECTION 14, TOWNSHIP 33 SOUTH, RANGE 38 EAST, INDIAN RIVER FARMS COMPANY SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 25, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA, SAID LANDS NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA.

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# RULES AND REGULATIONS

# OF

# STONEY BROOK FARM PROPERTY OWNERS' ASSOCIATION, INC.

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The following rules apply to the common areas and use of lots affecting common areas.

## ARTICLE I

## USE OF LOTS AFFECTING COMMON AREAS

**Section 1.1 - Occupancy Restrictions.** Residential lots are limited to occupancy by single families, and garages are limited to the storage of vehicles and accessory storage.

**Section 1.2 - No Commercial Use.** Except for those activities conducted as a part of the marketing and development program of the declarant and approved builders, no industry, business, trade or commercial activities, other than tag sales, and personal auctions under restrictions established by the Board of Directors following application by the lot owner, for purposes of order and safety, and home professional pursuits without employees, public visits or nonresidential storage, mail or other use of a residential or garage lot, will be conducted, maintained or permitted on any part of the property. No signs placed by lot owners or persons other than the association, window displays or advertising, except for a name plate or sign, not exceeding nine-square inches in area, on the main door to each home and on each mailbox, with the lot number in a form approved by the association, will be maintained or permitted on any part of the common areas or any lot. "For Sale", "Tag Sale" or "Auction" signs, not exceeding five square feet in area, may be posted at the entrance to the community together with the lot number for sale and the name of the broker, pursuant to the lot owner's permission.

**Section 1.3 - Decorative Displays At Lots.** Lot owners will not cause or permit anything other than curtains and conventional draperies, or holiday decorations to be hung, displayed, or exposed at or on the outside of windows or outside their home without the prior consent of the Board of Directors or such committee established by the Board of Directors having jurisdiction over such matter, if any.

**Section 1.4 - Painting Exteriors.** Owners will not paint, stain or otherwise change the color of any exterior portion of any building without the prior consent of the Board of Directors or such committee then established having jurisdiction over such matters, if any.

**Section 1.5 - Cleanliness.** Each lot owner will keep their property in a good state of preservation and cleanliness and will prevent the accumulation of materials that will constitute a danger or promote the spread of vermin, odors or conditions constituting a danger or nuisance to the common areas or the other lots.

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## ARTICLE II

## USE OF COMMON AREAS

**Section 2.1 - Obstructions.** There will be no obstruction of the common areas, nor will anything be stored outside of the homes without the prior consent of the Board of Directors except as hereinafter expressly provided. No vehicle may be parked on a street for more than thirty (30) minutes at a time.

**Section 2.2 - Proper Use.** Common areas will be used only for the purposes for which they were designed. No person will commit waste on the common areas or interfere with their proper use by others, or commit any vandalism, boisterous or improper behavior on the common areas which interferes with or limits the enjoyment of the common areas by all others.

**Section 2.3 - Trucks and Commercial Vehicles.** Trucks, motor homes and commercial vehicles of a capacity over one ton and having more than four wheels are prohibited in the parking areas and driveways, except for temporary loading and unloading, or as may be designated by the Board of Directors. Declarant and approved builders shall be permitted to have construction and maintenance vehicles on the property without being in violation of these rules and regulations.

**Section 2.4 - Additions to, Appurtenances to, and Appearance of Buildings.** No appurtenant alterations, additions or improvements may be made to the common areas without prior consent of the Board of Directors or such committee established by the Board of Directors pursuant to the declaration. Without such consent no clothes, sheets, blankets, laundry or any other kind of articles other than holiday decorations (on doors only) will be hung out of a building, exposed or placed on the outside walls or doors of a building or on trees. No sign, awning, canopy or shutter will be affixed to or placed upon the exterior walls, doors, roof or any part thereof or exposed on or at any window (except as elsewhere permitted). [Draperies will be beige or white where seen from outside the lot.]

## ARTICLE III

## ACTIONS OF OWNERS AND OCCUPANTS

**Section 3.1 - Annoyance or Nuisance.** No noxious, offensive, dangerous or unsafe activity will be conducted on any lot or the common areas, nor will anything be done therein either willfully or negligently, which may be or become an annoyance to the other lot owners or occupants. No lot owner or occupant will make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors and licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts or convenience of other lot owners or occupants. No lot owner or occupant will play, or suffer to be played, any musical instrument, or operate or suffer to be operated, a phonograph, television set or radio at such high volume or in such other manner that it will cause unreasonable disturbances to other lot owners or occupants. If such sound can be heard and understood by persons of normal sensitivity within other lots with doors and windows closed, and air handling systems on, it will be considered to loud.

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**Section 3.2 - Compliance With Law.** No immoral, improper, offensive or unlawful use may be made of the property. Lot owners will comply with and conform to all applicable laws and regulations of the United States and of the state of Florida, and all ordinances, rules and regulations of the County of Indian River and will save the association or other lot owners harmless from all fines, penalties, costs and prosecutions for the violation thereof or noncompliance therewith. Any use of the property which constitutes waste will not be permitted.

**Section 3.3 - Pets.** No animals, birds or reptiles of any kind will be raised, bred, or kept on the property, except for: no more than two dogs of less than 20 inches in height at the shoulder at maturity and of gentle disposition; no more than two cats, usual domestic birds in cages and fish in tanks, or other household pets approved by the Board of Directors or the manager as to compatibility with the community. Notwithstanding the above, in no event will any dog whose breed is noted for its viciousness or ill-temper, in particular, the American Staffordshire Terrier, known as a Pit Bull Terrier, be permitted on the premises, nor any animal of any kind that has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, be allowed in the premises. Pets may not be kept, bred or maintained for any commercial purposes. Any pet causing or creating an unreasonable disturbance or noise will be permanently removed from the property upon three (3) days' written notice and hearing from the Board of Directors. In no event will any dog be permitted in any portion of the common areas unless carried or on a leash; no dogs will be curbed in any courtyard or close to any patio, except in street or special areas designated by the Board of Directors. Any droppings in the common areas will be picked up and removed immediately to dumpsters or other trash disposal containers. The owner will compensate any person hurt or bitten by any dog, and will hold the association harmless from any claim resulting from any action of their pet whatsoever. Seeing-eye dogs will be permitted for those persons holding certificates of blindness and necessity (20/200 in the better eye with correction). Other animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide or train such animals.

**Section 3.4 - Indemnification for Actions of Others.** Lot owners will hold the association and other occupants harmless for the actions of their children, tenants, guests, pets, servants, employees, agents, invitees or licensees.

**Section 3.5 - Employees of Management.** No lot owner will send any employee of the manager out of the property on any private business of the lot owner, nor will any employee be used for the individual benefit of the lot owner, unless in the pursuit of the mutual benefit of all lot owners, or pursuant to the provision of special services for a fee to be paid to the association.

## ARTICLE IV

## INSURANCE

**Section 4.1 - Increase in Rating.** Nothing will be done or kept that will increase the rate of insurance of any of the buildings, or contents thereof, without the prior consent of the Board of Directors. No lot owner will permit anything to be done or kept on the property which will result in the cancellation of insurance coverage on any of the buildings, or contents thereof, or which would be in violation of any law.

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**Section 4.2 - Reports of Damage.** Damage by fire or accident affecting the common areas, and persons injured by or responsible for any damage, fire or accident must be promptly reported to the manager by any person having knowledge of the damages.

## ARTICLE V

## RUBBISH

**Section 5.1 - Trash Containment.** No storage of trash will be permitted upon or outside any lot in such manner as to permit the spread or encouragement of fire or vermin.

**Section 5.2 - Trash Pickup Areas; Trash Accumulation.** No garbage cans or trash barrels will be placed outside the lots. No accumulation of rubbish, debris or unsightly materials will be permitted in common areas, nor will any rugs or mops be shaken or hung from or on any of the windows, doors, balconies, patios or terraces.

**Section 5.3 - Trash Containers.** Long-term storage of rubbish upon the lots is forbidden. Trash containers will not be left for pickup more than 12 hours before scheduled pickup, nor more than 12 hours after pickup. If the law requires separation of trash for recycling, directions for such shall be followed.

## ARTICLE VI

## MOTOR VEHICLES

**Section 6.1 - Compliance with Law.** All persons will comply with state laws and Department of Motor Vehicle regulations on the roads, drives and properties.

**Section 6.2 - Limitations on Use.** A lot owner must garage one of their vehicles overnight in their garage and not in an outside space. Parking areas will be used for no other purposes than to park passenger motor vehicles, and loading or unloading. Trucks, commercial vehicles, trailers and boats may not be parked on common areas, and are prohibited in the general parking areas and drives, except for temporary loading and unloading. Construction equipment used in actual repair, construction or maintenance will not be so restricted.

**Section 6.3 - Speed Limit.** The speed limit on the entrance road is 20 miles per hour. The speed limit on curves and on other drives is 15 miles per hour.

**Section 6.4 - Off-Road and Unlicensed or Immobile Vehicles.** Off-road vehicles including trail bikes, jeeps and other four wheel drive vehicles, not used in maintenance, are prohibited, except where licensed and equipped for passage on public highways, and actually used by licensed drivers on the paved portions of the property. Except for other motor assisted bicycles and wheel chairs as permitted by state law, all highway vehicles used or parked on the property will be licensed and properly equipped and in operating condition for safe travel on the public highways of the state. Golf carts and mopeds may only be operated on the property by a licensed driver twenty one years of age

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or older. Except for temporary repairs not involving immobility in excess of two hours, highway vehicles will not be disassembled, repaired, rebuilt, painted or constructed outside of garages on the premises. No vehicles, other than maintenance vehicles, may travel on the property except on paved roadways and parking areas.

**Section 6.5 - No Parking Areas.** Vehicles may not be parked in such a manner as to block access to garages, fire hydrants, sidewalks running perpendicular to drives, pedestrian crossing areas, designated fire lanes, or clear two lane passage by vehicles on roads and drives.

**Section 6.6 - Trucks, Vans, Trailers and Commercial Vehicles Limited.** The following types of vehicles are prohibited in the parking areas or drives, except for temporary loading or unloading, for a period in excess of eight hours, following which the vehicle must be removed from the property for at least 16 hours: commercial vehicles (carrying a sign advertising a business); trucks, vans and vehicles having capacity of over one ton; trailers of any kind; and vehicles with more than four single-tired wheels. Construction equipment used in the actual repair, construction or maintenance of the property will not be so restricted during such use.

## ARTICLE VII

## RIGHTS OF DECLARANT

The declarant may make such use of the unsold lots and common areas as may facilitate completion and sales of lots and homes including maintenance of a sales office, the showing of the common areas, the display of signs, the use of vehicles, and storage of materials. Interference with workmen or with buildings under construction is prohibited. Entrance into construction areas or declarant's restricted areas will only be allowed with representatives of the declarant.

## ARTICLE VIII

## GENERAL ADMINISTRATIVE RULES

**Section 8.1 - Consent in Writing.** Any consent or approval required by these rules must be obtained in writing prior to undertaking the action to which it refers.

**Section 8.2 - Complaint.** Any formal complaint regarding the management of the property or regarding actions of other lot owners will be made in writing to the Board of Directors or an appropriate committee.

## ARTICLE IX

## GENERAL RECREATION RULES

**Section 9.1 - Limited to Occupants and Guests.** Recreational facilities and open space within the common areas are limited to the use of lot owners, their tenants and invited guests. All facilities are used at the risk and responsibility of the user, and the user shall hold the association harmless from damage or claims by virtue of such use.

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**Section 9.2 - Boisterous Behavior Prohibited.** Boisterous, rough or dangerous activities or behavior, which interfere with the permitted use of facilities by others, is prohibited.

**Section 9.3 - Children.** Parents will direct and control the activities of their children in order to require them to conform to the regulations. Parents will be responsible for violations or damage caused by their children whether or not the parents are present.

**Section 9.4 - Ejectment for Violation.** Lot owners, members, guests and tenants may be summarily ejected from a recreational facility by management personnel in the event of violation of these regulations and suspended from the use of such facility until the time for Notice and hearing concerning such violation, and thereafter, suspended for the period established following such hearing.

**Section 9.5 - Proper Use.** Recreational facilities will be used for the purposes for which they were designed. Equipment and surrounding areas will be properly used , and may not be abused, overcrowded, vandalized or operated in such a way as to prevent or interfere with permitted play or use by others. Rules of safety promulgated by nationally recognized organizations regulating play of a game or sport for which a facility is designed will be followed, and where appropriate, customary safety equipment will be worn and used.

## ARTICLE X

## SWIMMING POOL

**Section 10.1 - Limitation on Number of Guests.** Except by prior arrangement with the manager, the number of guests of the owners of any one lot at any time may not exceed four.

**Section 10.2 - Use of Pool.** Persons who are not toilet trained or who are incontinent may not use the pool.

**Section 10.3 - Hours.** Swimming pool hours will be from 7 a.m. to 10 p.m. Unless prior written approval is granted by the Association.

**Section 10.4 - Pets, etc.** Pets, glassware, underwater breathing apparatus, knives or dangerous equipment are prohibited from the pool area.

**Section 10.5 - Supervisor's Authority.** The pool supervisor, if any, and staff will maintain order. Their requirements as to the enforcement of the regulations, maintenance or order, and enhancement of safety shall be obeyed.

## ARTICLE XI

## TENNIS COURT

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**Section 11.1 - Policy Rules for Play Procedures.** In the event of overcrowding, limitations on times of play and sign-up procedures may be adopted by resolution of the Board and posted at the court. The courts will be used in accordance with the policy resolutions posted.

**Section 11.2 - Surface Protection.** Players must wear smooth sole tennis shoes on the courts. The playing surface will not be mistreated and hard objects will not be placed, thrown or struck on the court.

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**Section 11.3 - Manners.** Conduct will be such as to minimize interference with play.

**Section 11.4 - Court Use.** Pets, food, beverages, breakable containers, trash or debris are not permitted on courts. No bikes, skateboards, skates, motorized vehicles, toys or any other items that would be detrimental to the condition, or inconsistent with the designed use of the Court is permitted on the Court surface or inside the fenced area surrounding the Court.

**Section 11.5 - Nets Lowered.** The last group to leave with no persons waiting will lower the net.

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# BYLAWS
# OF
# STONEY BROOK FARM PROPERTY OWNERS' ASSOCIATION, INC.

## 1. IDENTITY.

These are the Bylaws of **STONEY BROOK FARM PROPERTY OWNERS' ASSOCIATION, INC.**, hereinafter referred to as the "Association" in these Bylaws, a corporation not-for-profit under the laws of the State of Florida, the Articles of Incorporation of which were filed in the office of the Secretary of State on the 11th day of March, 2005. The Association has been organized for the purpose of operating, maintaining and managing all of the common areas and facilities of the STONEY BROOK FARM subdivision.

1.1 The regulations as set forth in these Bylaws, the aforesaid Articles of Incorporation and the Declaration of Covenants and Restrictions are binding upon all present or future owners, tenants, their employees or any other person who might use the Association property, or any of the facilities thereof in any manner.

1.2. The office of the Association will be located in Indian River County, Florida, at such place as may, from time to time, be decided by the Board of Directors of the Association.

1.3. The fiscal year of the Association will be the calendar year.

1.4. The seal of the corporation shall be the size of the American silver dollar and shall bear the name of the corporation, the word "Florida", the words "Corporation not-for-profit" and the year of incorporation, an impression of which is as follows:

(SEAL)

## 2. MEMBERS' MEETINGS.

The members of the Association will be the owners of all of the lots in the STONEY BROOK FARM Subdivision.

2.1. The annual members' meeting will be held in Indian River County, Florida, in February of each year for the purpose of electing directors and transacting any other business authorized to be transacted by the members.

2.2. Special members' meetings will be held whenever called by the President or by a majority of the Board of Directors and must be called by such officers upon receipt of a written request from members entitled to cast thirty-three percent (33%) of the votes of the entire membership.

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2.3. Notice to all members of meetings, annual or special, shall be given by the President, Vice President, Secretary or other officer of the Association in the absence of the aforesaid officers, to such members, unless waived in writing. The notice shall be written or printed and state the time and place and identify the agenda items for which the meeting is called. The notice shall be mailed to each member not less than thirty (30) days or more than ninety (90) days prior to the date set for such meeting, and be posted in a conspicuous place on the Association property at least thirty (30) continuous days preceding the annual meeting. The Board shall designate a specific location on the Association property upon which all notices of lot owner meetings shall be posted. If a lot is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to the one address which the developer initially identified for that purpose and thereafter, as one or more of the owners of the lot shall so advise the Association in writing, or if no address is given, or the owners of the lot do not agree, to the address provided on the deed of record. Notice shall be deemed to be properly given when deposited in the United States mail. An officer of the Association, or the manager or other person providing notice of the Association meeting, shall provide an affidavit or United States Postal Service certificate of mailing, to be included in the official records of the Association affirming that the notice was mailed or hand delivered, in accordance with this provision, to each lot owner at the address last furnished to the Association. Notwithstanding any of the above, if the Association receives a member's consent in writing to receive notice by electronic transmission the Association may notify such members of annual and special meetings of the members electronically.

2.4. A quorum at members' meetings shall consist of persons entitled to cast a majority of the votes of the entire membership.

2.5. Voting.

A. The owner of each lot will be entitled to one vote, and if one owner owns more than one lot he will be entitled to one vote for each lot owned. Notwithstanding anything contained herein to the contrary, the developer shall be entitled to ten (10) votes for each such lot until ninety percent (90%) of all of the lots within STONEY BROOK FARM have been conveyed to members. Unless otherwise provided in the Florida Statutes, the Association's Declaration of Covenants and Restrictions, or Articles of Incorporation, Association decisions shall be made by owners of a majority of the voting interests represented at a meeting in which a quorum is present.

B. If a lot is owned by one person, their right to vote will be established by the record title to their lot. If the lot is owned by more than one person, the person entitled to cast the vote for the lot will be designated by a certificate signed by all of the record owners of the lot and filed with the Secretary or Assistant Secretary of the Association. If a lot is owned by a corporation, the person entitled to cast the vote for the lot will be designated by a certificate signed by the President and attested by the Secretary of the corporation and filed with the Secretary or Assistant Secretary of the Association. All such certificates shall be valid until revoked or until superseded by a subsequent certificate or until there is a change in the ownership of the lot concerned. If such a certificate is not on file, the vote of such owners

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will not be considered in determining the requirement for a quorum nor for any other purpose.

C. Approval or disapproval by a lot owner upon any matters, whether or not the subject of an Association meeting, shall be by the same person who would cast the vote of such owner if in an Association meeting.

2.6. Limited Proxies and General Proxies may be used to establish a quorum. Limited proxies may be used for votes taken to waive or reduce reserves, to waive financial statement requirements, to amend the Declaration of Covenants and Restrictions, to amend the Articles of Incorporation or Bylaws; and for any other matter permitted by Florida law. Proxies may not be used to elect members to the Board. General proxies may be used for matters for which limited proxies are not required. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the lot owner executing it. Proxies must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting. Any proxies given to the Board of Directors shall be voted at the direction of a majority of the Board of Directors.

2.7. Adjourned Meetings. If any meeting of members cannot be organized because a quorum is not obtained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.8. The order of business at the annual members' meetings and as far as practical at other members' meetings will be:

A. Calling of the roll and certifying of proxies.
B. Proof of notice of meeting or waiver of notice.
C. Reading and disposal of any unapproved minutes.
D. Reports of officers.
E. Reports of committees.
F. Election of directors.
G. Unfinished business.
H. New business.
I. Adjournment.

The presiding officer at the membership meetings will be the President, or in the President's absence, the Vice President of the board of directors. In the absence of the President and the Vice President, the directors present will designate one of their numbers to preside.

2.9. Lot owners shall have the right to participate in meetings of lot owners with reference to all designated agenda items and may tape record or video tape meetings of the lot owners. The Association may adopt reasonable rules governing the frequency, duration and manner of lot owner participation and recording of meetings.

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3. **DIRECTORS**.

3.1. Membership. The affairs of the Association will initially be managed by a board of not less than three (3) directors. Commencing with the turnover date there shall not be less than five (5) and not more than nine (9) directors as determined from time to time by the Association members. Until the turnover date, all of the directors shall be selected by the developer acting in its sole discretion and any director selected by the developer shall serve at the pleasure of the developer. After the turnover date, the members (which may include the developer) shall elect directors, each of whom will serve on the Board for a term of one (1) year. The turnover date shall mean the date upon which the developer shall relinquish control of the Board and the Association, which shall be that date which is three months after ninety percent (90%) of all lots have been conveyed to members. Not less than thirty (30) days prior to the turnover date, the Association shall give notice to all members of a turnover meeting, which said turnover meeting shall be held not more than ninety (90) days after the giving of such notice. The purpose of such turnover meeting shall be the election of a new Board, as well as such other business as shall come before the meeting. Notwithstanding the foregoing, the developer shall be entitled to elect at least one director as long as the developer holds for sale in the ordinary course of business, at least five percent (5%) of all lots.

3.2. Election of directors will be conducted in the following manner:

A. Election of directors will be held at the annual members' meetings.

B. The Association's Board of Directors shall be elected by a written ballot or voting machine as follows:

1. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver to each lot owner entitled to vote a first notice of date of election which shall include notification that any lot owner or other eligible person desiring to be a candidate for the Board shall give written notice to the Secretary of the Association not less than forty (40) days before a scheduled election, and that they may include an information sheet, no larger than 8 1/2" x 11", furnished by the candidate, to be included with the mailing of the ballot.

2. Not less than thirty (30) days before the election meeting, the Association shall mail and deliver a second notice of the meeting to all lot owners entitled to vote together with a ballot and any information sheets received from candidates.

3. Elections shall be decided by a plurality of written ballots cast regardless of quorum; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of members of the Board of Directors.

4. Notwithstanding the provisions of this paragraph, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.

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5. If two or more candidates for the same position receive the same number of votes which would result in one or more candidates not serving or serving a lesser term, the Association shall conduct a run off election in accordance with the following procedures:

a. The only candidates eligible for the run off election to the Board positions are the candidates who received the tie votes at the previous election.

b. The notice of the run off election shall be mailed or personally delivered to the voters, by the Board within seven (7) days of the date of the election at which the tie vote occurred. The notice shall inform the voters of the date, time and place of the run off election and shall include a ballot and copies of any candidate's information sheets previously submitted by the run off candidates. The run off election must be held not less than twenty-one (21) days nor more than thirty (30) days after the date of the election at which the tie occurred.

C. Except as to vacancies resulting from removal of directors by members, vacancies on the Board of Directors occurring between annual meetings of members will be filled by a majority vote of the remaining directors.

D. Any director elected by the members may be removed with or without cause by a vote or agreement in writing of a majority of all lot owners at a special meeting of the members called for that purpose. The vacancy on the Board of Directors so created will be filled by the members of the Association at the same meeting.

3.3. The term of directors elected by the members shall be for a one (1) year period.

3.4. The organizational meeting of each newly-elected Board of Directors will be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected.

3.5. Regular meetings of the Board of Directors may be held at such time and place as will be determined, from time to time, by a majority of the directors. Notice of regular meetings will be given to each director, personally, by U.S. mail or e-mail, at least three (3) days prior to the day named for such meeting.

3.6. Special meetings of the directors may be called by the President and must be called by the Secretary or Assistant Secretary at the written request of one-third (1/3) of the directors. Not less than three (3) days notice of the meeting will be given to each director, personally or by mail or telegraph, which notice will state the time, place and purpose of the meeting.

3.7 Notice of Meetings. Meetings of the Board of Directors and any committee thereof at which a quorum of the members of that committee are present shall be open to all lot owners. Any lot owner may tape record or video tape meetings of the Board of Directors. Lot owners may speak at such meetings with reference to all designated agenda items and the Association may adopt reasonable rules governing the frequency, duration and manner of lot owner's statements and

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recording meetings. The Association shall post a notice of all such meetings including the identification of agenda items on Association property at least forty-eight (48) continuous hours preceding the meeting except in an emergency. Notwithstanding the above, written notice of any meeting at which non-emergency special assessments, or at which amendments to rules regarding lot use, will be proposed, discussed or approved shall be mailed or delivered to the lot owners and posted conspicuously on the Association property not less than fourteen (14) days prior to the meeting. The secretary of the Association shall execute an affidavit evidencing compliance with the fourteen (14) day notice requirement and file it among the official records of the Association. Notwithstanding any of the above, if the Association receives a member's consent in writing to receive notice by electronic transmission the Association may notify such members of meetings of the Board of Directors and Committee Meetings requiring notice electronically.

3.8. Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting, and such waiver will be deemed equivalent to the giving of notice.

3.9 A quorum at directors' meetings will consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present will constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Articles of Incorporation, these Bylaws, the Declaration of Covenants and Restrictions, or the Florida Statutes.

3.10. Adjourned meetings. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.11. Joinder in meeting by written concurrence. A member of the Board of Directors may join by written concurrence in any action taken at a meeting of the Board, but such concurrence may not be used for the purposes of creating a quorum.

3.12. The presiding officer of directors' meetings will be the President, or in the President's absence, the Vice President of the Board of Directors. In the absence of the President and the Vice President, the Directors present will designate one of their numbers to preside.

3.13. The order of business at directors' meetings and as far as practical at other directors' meetings will be:

A. Calling of roll.
B. Proof of due notice of meeting.
C. Reading and disposal of any unapproved minutes.
D. Reports of officers and committees.
E. Election of officers.
F. Unfinished business.
G. New business.
H. Adjournment.

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3.14. Director's fees shall not be paid.

## 4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

4.1 All of the general powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation of the Association, these Bylaws and the Declaration of Covenants and Restrictions. Such powers and duties shall be exercised in accordance with said Articles of Incorporation, these Bylaws and the Declaration of Covenants and Restrictions.

4.2 Emergency powers shall be exercised by the Board of Directors if a quorum of Association directors cannot be readily assembled because of some catastrophic event. In an emergency, the following powers shall apply to the extent not viewed to be in conflict with the Homeowners' Association Act:

A. In anticipation of or during any emergency, the Board of Directors of the Association may:

1. Name as assistant officers persons who are not board members. The assistant officers so named shall have the same authority as the executive officers to whom they are assisting, during the period of the emergency, to accommodate the incapacity of any officer of the Association; and

2. Relocate the principal office or designate alternate principal offices or authorize the officers to do so.

B. During any emergency, notice of a meeting of the Board of Directors shall be given to only those directors whom it is practicable to reach and may be given in any practicable manner, including by publication and radio, the director or directors in attendance at a meeting shall constitute a quorum.

C. Corporate action taken in good faith during an emergency under this section to further the ordinary affairs of the Association is binding upon the Association and shall have the presumption of being reasonable and necessary.

D. An officer, director or employee of the Association acting in accordance with these emergency powers is only liable for willful misconduct.

E. The provisions of these emergency powers supersede any inconsistent or contrary provisions of the Bylaws for the period of the emergency.

## 5. OFFICERS.

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5.1. The executive officers of the Association will be a President, who will be a director, a Vice President, a Secretary, an Assistant Secretary, a Treasurer, and an Assistant Treasurer, all of whom will be elected annually by the Board of Directors and who may be peremptorily removed by vote of the directors at any meeting, with or without cause. Any person may hold two or more offices except that the President shall not also be the Secretary or Assistant Secretary. The Board of Directors from time to time will elect such other officers and designate their powers and duties as the Board of Directors shall determine is necessary or required to manage the affairs of the Association.

5.2. The President will be the chief executive officer of the Association. The President will have all of the powers and duties usually vested in the office of the President of an association, including, but not limited to, the powers to appoint committees from among the members from time to time, as the President, in the President's discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

5.3. The Vice President in the absence or disability of the President will exercise the powers and perform the duties of the President. The Vice President will also assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

5.4 The Secretary will keep the minutes of all meetings of the directors and the members. The Secretary will attend to the giving and serving of all notices to the members and directors and other notices required by law. The Secretary will have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed. The Secretary will keep the records of the Association, except those of the Treasurer, and will perform all other duties incident to the office of Secretary of the Association and as may be required by the directors or the President.

5.5. The Treasurer will have custody of all property of the Association, including funds, securities and evidences of indebtedness. The Treasurer will keep the books of the Association in accordance with good accounting practices; and the Treasurer will perform all other duties incident to the office of Treasurer.

5.6. Officer's Fees shall not be paid.

6. **FISCAL MANAGEMENT**.

The provisions for fiscal management of the Association will be set forth in the Declaration of Covenants and Restrictions, supplemented by the following:

6.1. Accounts. The receipts and expenditures of the Association will be credited and charged to accounts under the following classifications, as shall be appropriate, all of which expenditures shall be deemed common expenses:

A. Current expense, which will include all receipts and expenditures within the year for which the budget is made including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements.

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The balance in this fund at the end of each year will be applied to reduce the assessments for common expense for the succeeding year.

B. Reserve for deferred maintenance, which will include funds for maintenance items that occur less frequently than annually.

C. Reserve for replacement, which will include funds for repair or replacement required because of damage, depreciation or obsolescence.

D. Betterments, which will include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

6.2. Budget. The Board of Directors will adopt a combined budget for each calendar year that will include the estimated funds required to defray the current expenses and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices, as follows:

A. Current expense.

B. Reserve for deferred maintenance, the amount of which shall be set and established as required by Florida Statutes.

C. Reserve for replacement, the amount of which shall be set and established as required by Florida Statutes.

D. Betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be part of the common elements.

6.3 Notice. The Board of Directors shall mail the notice of its budgetary meeting and a copy of the proposed annual budget or common expenses which shall be detailed and show the amounts budgeted by accounts and expense classification not less than fourteen (14) days prior to the meeting at which the budget will be considered. If the budget is amended subsequently, notice of the meeting and amendment shall be given in the same manner as for approval of the annual budget.

6.4. Assessments. Assessments against the lot owners for their shares of the items of the budget will be made for the calendar year annually in advance on or before December 20th preceding the year for which the assessments are made. Such assessments shall be due in monthly installments on the first day of each month during the year for which the assessments are made. If an annual assessment is not made as required, an assessment will be presumed to have been made in the amount of the last prior assessment and monthly installments on such assessment will be due upon each installment payment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. The unpaid assessment for the remaining portion of the calendar year for which

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the amended assessment is made will be due in equal installments on the first day of each month remaining in the year for which an assessment is due.

6.5. Acceleration of Assessment. If a lot owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate all remaining installments of the assessment for the year upon notice to the lot owner, and then the unpaid balance of that year's assessment shall become due upon the date stated in the notice, but not less than ten (10) days after delivery of the notice to the lot owner, or not less than twenty (20) days after the mailing of such notice to him by registered or certified mail, whichever shall first occur.

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6.6. Special Assessments. Assessments for Association Expenses that cannot be paid from the annual assessments will be made only after approval of a majority of the Board of Directors. After such approval, the Special Assessment will become effective, and it will be due after thirty (30) days' notice in such manner as the Board of Directors of the Association may require in the notice of assessment.

6.7. The depository of the Association will be such bank, banks or other financial institutions as shall be designated from time to time by the directors and in which the moneys of the Association shall be deposited. The deposit shall be fully insured. Withdrawal of moneys from such accounts shall be only by such persons as are authorized by the directors.

6.8. An accounting of the financial records of the Association will be made annually and a copy of the accounting report will be furnished to each member not later than April 1 of the year following the year for which the accounting is made.

7. **PARLIAMENTARY RULES.**

Roberts' Rules of Order (latest edition) will govern the conduct of Association meetings when not in conflict with the Declaration of Covenants and Restrictions, Articles of Incorporation, these Bylaws, or the Florida Statutes.

8. **AMENDMENTS.**

These Bylaws may be amended in the following manner:

8.1. Notice of the subject matter of a proposed amendment will be included in the notice of any meeting at which a proposed amendment is considered.

8.2. A Resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by ten percent (10%) of the members of the Association. Except as elsewhere provided:

A. Such approvals must be by all of the directors, or

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B. By not less than two-thirds (2/3) of the entire membership of the board of directors and by not less than two-thirds (2/3) of the votes of the entire membership of the Association, or

C. By not less than eighty percent (80%) of the votes of the entire membership of the Association.

8.3 Proviso. Provided, however, that no amendment will effect or impair the validity or priority of any mortgage covering any lot, or affect or impair the rights of a lessor under any leases made by the Association.

9. **ENFORCEMENT OF BYLAWS, RULES AND REGULATIONS.**

The Board of Directors may impose fines on lot owners in such reasonable sums as they may deem appropriate, up to the highest amount allowed by law, for violations of the Declaration of Covenants and restrictions, these bylaws or lawfully adopted rules and regulations, by owners, their guests or tenants. Before levying a fine pursuant to this paragraph, the Board of Directors shall afford an opportunity for hearing to the party against whom the fine is sought to be levied, after reasonable notice of not less than fourteen (14) days. This notice shall include: (a) a statement of the date, time and place of the hearing; (b) a statement of the provisions of these Bylaws and the lawfully adopted rules and regulations which have allegedly been violated; and (c) a short and plain statement of matters asserted by the Association. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association. Upon the levy of any fine, the Board may collect such fines like assessments in one or more installments. Each day of violation shall be a separate violation. The affected lot owner, whether the offending party or not, shall always be given notice of the hearing.

10. **INDEMNIFICATION.**

Every officer and director of the Association shall be indemnified by the Association against all expenses and liabilities, including reasonable attorney's fees incurred and imposed in connection with any legal proceedings to which they may be a party, or in which they may become involved by reason of their his being or having been an officer or director of the Association, whether or not they are an officer or director at the time the expenses are incurred. The officer or director shall not be indemnified if they are adjudged guilty of gross negligence, willful misconduct, or having breached their fiduciary duty to the members of the Association. The Association shall not be liable, however, for payment of a voluntary settlement unless it is first approved by the Board of Directors. The foregoing rights shall be in addition to and not exclusive of all other rights to which the director or officer may be entitled.

11. **TRANSACTIONS IN WHICH THE DEVELOPER, DIRECTORS OR OFFICERS ARE INTERESTED.**

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No contract or transaction between the Association and the developer, or between the Association and one or more of its members, directors or officers, or between the Association and any other entity in which the developer or any of the officers, directors or members of the Association has an interest, shall be invalid, void or voidable, solely for this reason, or solely because such interested person is present at or participates in meetings of the Board, or any committee thereof, which authorized the contract or transaction, or solely because the votes of such interested person(s) are counted for such purpose. Neither the developer nor any director, officer or member of the Association shall incur liability by reason of the fact that the developer, director, officer or member may be interested in any such contract or transaction. Interested directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee which authorized the contract or transaction.

The foregoing were adopted as the Bylaws of STONEY BROOK FARM PROPERTY OWNERS' Association, Inc., a not for profit corporation under the laws of the State of Florida, at the first meeting of the Board of Directors on the 12th day of July, 2005.

STONEY BROOK FARM PROPERTY OWNERS' ASSOCIATION, INC., a not for profit corporation

BY: _____
President

ATTEST: _____
Secretary

(SEAL)

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