

**FIFTH AMENDMENT TO
MASTER DECLARATION OF CONDITIONS, COVENANTS,
RESERVATIONS AND RESTRICTIONS OF
STONEBRIDGE SUBDIVISION**

KNOW ALL MEN BY THESE PRESENTS:

That this Amendment to **Master Declaration of Conditions, Covenants, Reservations and Restrictions of Stonebridge Subdivision** (hereinafter referred to as the "Declaration"), is made as of this 22ND day of October, 2002, by **Stonebridge Homeowners' Association of Indian River County, Inc.**, a Florida corporation (hereinafter referred to as the "Association").

WITNESSETH:

WHEREAS, said Declaration was amended by that certain First Amendment to Master Declaration of Covenants, Conditions, Reservations and Restrictions of Stonebridge Subdivision, dated May 28, 1995, and recorded May 5, 1995, in Official Records Book 1057, at Page 1046, Public Records of Indian River County, Florida; and

WHEREAS, said Declaration was amended by that certain Second Amendment to Master Declaration of Covenants, Conditions, Reservations and Restrictions of Stonebridge Subdivision, dated November 28, 1995, and recorded January 16, 1996, in Official Records Book 1087, at Page 2511, Public Records of Indian River County, Florida; and

WHEREAS, said Declaration was amended by that certain Third Amendment to Master Declaration of Covenants, Conditions, Reservations and Restrictions of Stonebridge Subdivision, dated February 14, 1997, and recorded May 22, 1997, in Official Records Book 1153, at Page 2846, Public Records of Indian River County, Florida; and

WHEREAS, said Declaration was amended by that certain Fourth Amendment to Master Declaration of Covenants, Conditions, Reservations and Restrictions of Stonebridge Subdivision, dated November 3, 1997, and recorded November 13, 1997, in Official Records Book 1179, at Page 2564, Public Records of Indian River County, Florida; and

WHEREAS, according to Article XII, Section 5, Amendment, of said Declaration, two-thirds percent of those voting either in person or by proxy have the right to execute an amendment to said Declaration and file said amendment on the public records of Indian River County, Florida; and

WHEREAS, all of the requirements necessary to effect an amendment to the Declaration have been met.

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NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confirmed, and for the purposes of protecting value, attractiveness, and desirability of the Properties as said Properties are defined in the Declaration, the Association hereby amends the Declaration as follows:

1. The above recitals are affirmed as being true and correct and hereby incorporated by reference.

2. This Declaration is hereby modified and amended as set forth below. Any conflicting provision in the Declaration is hereby declared to be modified, amended or deleted to the extent it conflicts with the following:

(a) All references to Developer in the Declaration and Amendments thereto shall be amended to read **Stonebridge Homeowners' Association of Indian River County, Inc. ("Association")**.

(b) Article III, Section 2., shall be amended that the Association shall have one class of voting membership.

(c) Article IV, Section 3., Subsection (b), shall read as follows: "The maximum annual assessment may be increased without limit by the affirmative vote two-thirds (2/3) of those members who are entitled to vote at a duly called meeting of the members. Notice shall be given to all members of the proposed increase not less than thirty (30) days prior to the meeting."

(d) Article VII, Section 2., shall have the following statement added: "No more than one (1) member of the Board of Directors, at any time, may serve as a member of the ARCH committee."

(e) Article VII, Section 3., shall have the following statement added: "Any owner wishing to appeal the decision of the ARCH to the Board of Directors, must obtain a petition which shall include twenty (20) signatures of current homeowners. Only one (1) signature from each Property will be accepted. At such time as an owner has received the twenty (20) signatures, then the Board of Directors shall call a Special Board of Directors Meeting and at its sole discretion, the Board may elect to either modify the decision of the ARCH or accept the original decision of the ARCH."

(f) Article VIII, Section 1., Residential Use, shall be amended as follows: When the construction on any building has once begun, work thereon must be completed within one (1) year.

(g) Article VIII, Section 2., Pets, the approved pets which may be owned by a homeowner and kept on the Property shall not exceed three (3). The following shall be added: "Pet waste will not be allowed on a Association Property or on the property of any other homeowner and pet owners are required to clean up any waste in Common Areas incurred by their pet. If any pets create a nuisance

or repeated nuisances to the Association, the Association may take the necessary steps to remedy the nuisance, which may include a fine or fines to the pet owners."

(h) Article VIII, Section 4., Trucks and Other Vehicles, should be amended to read as follows: "Only operational passenger vehicles, including sports utility vehicles, pick-up trucks and vans, registered with the Motor Vehicle Department of the State of Florida, may be parked on any lot. Service or construction companies using trucks in the normal course of their business may be allowed to park on any lot that is being services for the time period necessary to provide the service; however, over-night parking of any construction/service vehicle is prohibited. All other vehicles must be kept inside an enclosed garage, which shall include, without limitation, (i) all vehicles used in a commercial business, (ii) vehicles that display advertising signs on the body of the vehicle, (iii) vehicles with after-market utility beds or bodies, (iv) campers, motor homes and trailers of any type, and (v) any vehicle not in operating or running condition and is not aesthetically pleasing to the homeowners. No heavy equipment, except during construction, shall be kept, stored, or parked on owner's lot(s). *No maintenance or repair shall be performed upon any motor vehicle upon any lot. Exceptions would be flat tire changing, dead battery change, and washing and waxing of the vehicle.*"

(i) Article VIII, Section 5., Boats., shall read as follows: "No boats shall be allowed on the Property unless stored in the enclosed garage, however, any lakefront property owner who has a permanent dock may moor his/her boat at the dock. Moored boats shall be limited to twelve (12) feet in length and may not be gas powered. No boathouses shall be permitted."

(j) Article XII, Section 5., Amendment., the following shall be deleted: "Amendments which may materially and significantly impede the Developer's ability to develop the STONEBRIDGE SUBDIVISION, or its ability to sell improved or unimproved lots shall be submitted to the Developer for prior consent which it shall not unreasonably withhold."

3. The Declaration is further modified and amended to amend Schedule "A", ARCHITECTURAL CRITERIA, as set forth below. Any conflicting provision in the Architectural Criteria is hereby declared to be modified, amended, or deleted to the extent it conflicts with the following:

(a) Paragraph 6, all single family detached dwellings shall be limited to one-story in height.

(b) Paragraph 9 b) shall read as follows: "Exterior Wall Finishes Not Allowed: Vinyl Siding, Exterior Plywood Siding, Asphalt Siding, Metal Siding, Painted Lap Siding."

(c) Paragraph 10 c) shall read as follows: "Automatic irrigation systems are required and must be maintained, and all water supply must either be from well or county water systems."

(d) Paragraph 16 shall read as follows: "All exterior flashing and metal work shall be of copper or aluminum."

(e) Paragraph 25 shall have the following addition: "except that satellite dishes no longer than eighteen inches (18") are permissible so long as they are not visible from the street."

(f) Paragraph 28, the last sentence shall be amended to read: "No trees ~~or shrubs~~ shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of the sight lines."

IN WITNESS WHEREOF, the undersigned have hereunto caused this instrument to be executed on the date set forth above.

STONEBRIDGE HOMEOWNERS' ASSOCIATION, INC.

By: Frank J. Sosta President

By: Leon Essex Secretary

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 22nd day of October, 2002, by Frank Sosta and Leon Essex, as President and Secretary, respectively, of STONEBRIDGE HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, on behalf of the Corporation. They are personally known to me or have produced _____ as identification.

Jeanne M. Wurzburger
Notary Public

Print Name: Jeanne M. Wurzburger

My Commission expires:



Jeanne M. Wurzburger
Commission #00081890
Expires Jan. 8, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

This Instrument Prepared by:
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