

141 REC

RETURN TO:
SAMUEL A. BLOCK, P.A.
2127 TENTH AVE.
VERO BEACH, FL 32960

IN THE RECORDS OF
JEFFREY K. BARTON
CLERK CIRCUIT COURT
INDIAN RIVER CO., FLA.

**MASTER DECLARATION OF COVENANTS,
CONDITIONS, RESERVATIONS AND RESTRICTIONS
OF**

STONEBRIDGE SUBDIVISION
COPY
STATE OF FLORIDA
COUNTY OF INDIAN RIVER

THIS DECLARATION, made on the date hereinafter set forth by **WESTMARK ASSOCIATES DEVELOPMENT COMPANY, L.C.**, its successors or assigns, 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 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 for the maintenance of said open spaces and other common facilities; and to this end, desires to subject the real property described in Article II, together with such additions as may hereafter be made thereto (as provided in Article II), to the covenants, restrictions, reservations, easements, charges and liens, hereafter set forth, each and all of which is and are for the benefit of said property and each Owner thereof; and

WHEREAS, Developer has deemed it desirable, for the efficient preservations of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering 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 **STONEBRIDGE HOMEOWNERS' ASSOCIATION OF INDIAN RIVER COUNTY, INC.**, for the purpose of exercising the functions aforesaid;

NOW, THEREFOR, the Developer declares that the real property described in Article

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II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, reservations, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. Glossary. The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

(a) **"Association"** shall mean and refer to the **STONEBRIDGE HOMEOWNERS' ASSOCIATION OF INDIAN RIVER COUNTY, INC.**

(b) **"The Properties"** shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

(c) **"Common Properties"** shall mean and refer to those areas of land specifically designated on any recorded subdivision plat of the properties as common properties, and any non-governmental roads, and the entry way to the subdivision shown on the plat.

(d) **"Lot"** shall mean and refer to any plot of land shown upon any recorded subdivision map or plat of the properties with the exception of common properties as heretofore defined.

(e) **"Living Unit"** shall mean and refer to any portion of a building situated upon the properties designed and intended for use and occupancy as a residence by a single family.

(f) **"Owner"** shall mean and refer to the record Owners, whether one or more persons or entities, of the fee simple title to a lot in the subdivision, but not withstanding any applicable provision of any mortgage, shall not mean or refer to the mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or in lieu of foreclosure.

(g) **"Member"** shall mean and refer to all those Owners who are members of the Association as provided in Article III, Section 1 hereof.

(h) **"Developer"** shall mean and refer to **WESTMARK ASSOCIATES**

DEVELOPMENT COMPANY, L.C., or

(i) Any person or entity who succeeds to the title of Developer to all or a portion of the properties by sale or assignment of all of the interest of the Developer in the properties, if the instrument of sale or assignment expressly so provides, or

(ii) Any person or entity to which the power to enforce the provisions hereof has been assigned, as permitted by this Declaration. Any such person or entity shall be entitled to exercise all rights and powers conferred upon Developer by the Declaration, Articles of Incorporation or By-Laws of the Association.

(i) **"Declaration"** shall mean and refer to the Master Declaration of Covenants, Conditions, Reservations and Restrictions applicable to the properties recorded in the office of the Clerk of the Circuit Court of Indian River County, Florida.

(j) **"Surface Water or Stormwater Management System"** shall mean 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 water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

ADDITIONS THERETO

The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County of Indian River, Florida, and is more particularly described as follows:

TRACT 11, SECTION 16, TOWNSHIP 33 SOUTH, RANGE 39 EAST, INDIAN RIVER FARMS COMPANY SUBDIVISION, ACCORDING TO THE LAST GENERAL PLAT OF LANDS FILED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF ST. LUCIE COUNTY, FLORIDA IN PLAT BOOK 2, PAGE 25; SAID LANDS NOW LYING AND BEING IN INDIAN RIVER COUNTY, FLORIDA; LESS THE EAST 50 FEET THEREOF.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person or entity who is a record Owner of a fee or

undivided fee interest in any lot which is subject to covenants of record to assessment by the Association shall be a member of the Association; provided that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A: Class A members shall be all those Owners as defined in Section 1 with the exception of the Developer. Class A members shall be entitled to one vote for each lot which they hold the interests required for membership by Section 1. When more than one person holds such interest or interests in any lot, all such persons shall be members, and the vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such lot which is owned by more than one person.

Class B: The Class B member shall be Developer. The Class B member shall be entitled to fifteen (15) votes for each lot in which it holds the interest required for membership by Section 1 until such lot is sold, provided that the Class B membership shall cease and become converted to Class A membership on the happening of any of the following events, whichever occurs earlier:

- (a) when the total votes outstanding in the Class A membership exceed the total votes outstanding in the Class B membership; or
- (b) on December 31, 2000.

From and after the happening of these events, whichever occurs earlier, the Class B member shall be deemed to be a Class A member entitled to one vote for each lot in which it holds the interests required for membership under Section 1.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Each Owner of any lot or living unit by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay

the Association: (1) annual assessments or maintenance charges; (2) special assessments for capital improvements, such assessments to be fixed, established, and collected from time to time as hereinafter provided. The annual and special assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person, persons or legal entity who was the Owner of such property at the time when the assessment become due and payable.

The Developer shall not be obligated to pay any assessments or maintenance charges until it changes its status from a Class B member to a Class A member as outlined in Article III above.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purposes of the Association and for promoting the health, safety, and welfare of the residents of the properties including the maintenance and improvement of the common properties entry way, non-governmental roads, streets and rights of way, the payment of taxes thereof and such other purposes as may be decided by the Association.

Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems, including but not limited to, work within retention areas, drainage structures and drainage easements.

Section 3. Basis and Maximum of Annual Assessments. The maximum annual assessment for each lot in the properties shall be payable quarterly, in advance.

(a) The maximum annual assessment for each calendar year shall be established by the Board of Directors and may be increased without approval by the membership by an amount not be exceed the (10%) percent of the maximum annual assessment of the previous year.

(b) The maximum annual assessment may be increased without limit by the affirmative vote of 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 (10) days prior to the meeting.

(c) The Board of Directors may fix the annual assessments at an amount not in excess of the maximum. When the Board of Directors fixes the annual assessments for each calendar year, the Board shall, at the same time and in connection therewith, prepare, or cause to be prepared, an annual budget showing the services furnished by the Association and the costs thereof per unit.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 3 hereof, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement or a described capital improvement upon the common properties, including the necessary fixture and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each of these members who are entitled to vote and who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 5. Change in Basis and Maximum of Annual Assessments. Subject to the limitations of Section 3 hereof, and for the periods therein as specified, the Association may change the maximum and basis of the assessments fixed by Section 3 hereof prospectively for any such period provided that any such change shall have the assent of two-thirds (2/3) of the votes of those members who are entitled to vote and are voting in person or by proxy, at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Quorum of any Action Authorized Under Section 4 and Section 5. The quorum required for any action authorized by Sections 4 and 5 hereof shall be as follows:

At the meeting called, as provided in Sections 4 and 5 hereof, the presence at the meeting of members, or of proxies, entitled to cast fifty (50%) percent of all the votes of those members who are entitled to vote shall constitute a quorum.

Section 7. Date of Commencement of Annual, Quarterly and Special Assessments.

The annual assessments provided for shall commence as to any lot on the first day of the month following conveyance by the Developer. One-fourth (1/4) of the annual assessment shall be payable to the Association on the first day of each quarter. Quarterly periods of each year shall be on January 1st, April 1st, July 1st and October 1st. The first annual assessments shall be made for the balance of the calendar year, and the first quarterly payment shall become due and payable on the first day of the next quarter.

Annual and quarterly assessments shall be prorated between the Owners and the Association based upon the date of the deed of conveyance to the Owner except that, prorations shall be made as of the first day of the month following conveyance from the Developer.

The due date of any special assessment under Section 4 hereof shall be fixed in the resolution authorizing such assessment.

Section 8. Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of Association. If the assessments are not paid on the date when due (being the dates specified in Section 7 hereof), then such assessment shall become delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the then Owners, his heirs, devisees, personal representatives and assigns. (The personal obligation of the then Owner to pay such assessment shall pass to the Owner's successors in title.)

If the quarterly portion of the assessment is not paid within thirty (30) days after the date when due, the full annual assessment shall become at once due and payable without notice, and the assessment shall bear interest from the date of delinquency at the rate of eighteen (18%) percent per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or to foreclose the lien against the property, and there shall be added to the amount of such assessment the costs of preparing and filing the complaint in such action, and in the event a judgement is obtained, such judgement shall include interest on the assessments as above provided and reasonable attorney's fees to be fixed by the court together with the costs of the action including attorney's fees and costs on appeal.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the line of any mortgage or mortgages now or hereafter placed on the properties subject to assessment; provided, however, that such subordinate shall apply only to the assessments which have been due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve such property from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment.

Section 10. Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all properties to the extent of any easement or other interest herein dedicated and accepted by the local public authority and devoted to public use; (b) all common properties as defined in Article I, Section 1, hereof.

ARTICLE V

EXTERIOR MAINTENANCE ASSESSMENT

Section 1. Exterior Maintenance. In addition to maintenance upon the common properties, the Association may provide exterior maintenance upon any lot requiring same, when necessary in the opinion of the Board of Directors of the Association to preserve the beauty, quality of the neighborhood, maintenance including paint, repair, roof repair and replacement, gutters, downspouts, exterior building surfaces and yard cleanup and/or maintenance.

Before the Association provides any exterior maintenance it shall in writing give notice to the Owner of a specific lot the reasons why the Association intends to provide maintenance and the Owner shall have fifteen (15) days to provide the required maintenance at Owner's cost. If the Owner does not provide the necessary exterior maintenance, then the terms of this Article shall apply.

Section 2. Assessments of Costs. The cost of such maintenance shall be assessed against the lot or lots upon which such maintenance is performed or, in the opinion of the Board of Directors of the Association, benefiting from same. The assessment shall be apportioned

among the lots involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the assessment shall be uniformly assessed against all of the lots in the affected area. The exterior maintenance assessments shall be considered part of the annual or special assessments. Any exterior maintenance assessment shall be a line 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, and provided for in the other assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Section 9 of Article IV hereinabove.

Section 3. Access Reasonable Hours. For the purpose of performing the maintenance 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 Owners, to enter upon any lot or the exterior or any improvements thereon at reasonable times and such access shall not be deemed trespass.

Section 4. Duties of Association. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River 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. Johns River Water Management District.

ARTICLE VI

USE OF COMMON PROPERTIES

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3, every member shall have a right and easement of enjoyment in and to the common properties shown on the plat and any non-governmental roads, and the entry way to the subdivision, and such easement of enjoyment shall be appurtenant to and shall pass with the title to every lot or living unit.

Section 2. Title to Common Properties. The Developer may retain the legal title to the common properties until such time as the improvements thereon have been completed and until such times as, in the opinion of the Developer, the Association is able to maintain the same but, notwithstanding any provision herein, the Developer hereby covenants, for itself, its successors and assigns, that it shall convey the common properties of development to the Association, free and clear of all liens and encumbrances, at such time as Class A members are in full control of the Association or at an earlier date as determined by Developer.

Section 3. Extent of Members' Easements. The rights and easement of enjoyment created hereby shall be subject to the following:

(a) The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and

(b) The right of the Association, as provided in its Articles and By-Laws, to suspend the enjoyment rights of any member for any period during which any assessment remains unpaid, and for any period not to exceed fifteen (15) days for any infraction of its published rules and regulations;

(c) The right of the Association to dedicate or transfer all or any of the common properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members, provided that no such dedication or transfer, determination as to the purposes or as to the conditions thereof, shall be effective to and until approved by two-thirds (2/3) majority of all of the members of the Association entitled to vote. Notice of any such meeting shall be given to every member not less than ninety (90) days in advance of the meeting.

Section 4. Easement for Access and Drainage. The Association shall have a perpetual, non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as

required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual, non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the St. Johns River Water Management District.

ARTICLE VII

ARCHITECTURAL CONTROL

Section 1. Necessity of Architectural Review and Approval. No improvements or structure of any kind including without limitation any building, fence, well, swimming pool, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any lot, nor shall any addition, change or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to and approved in writing by the Architectural Review Committee. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the Architectural Criteria of the Association, attached hereto as Schedule "A" and made a part hereof, as the same may from time to time be adopted and amended.

Section 2. Architectural Review Committee. The architectural control functions of the Association shall be administered and performed by the Architectural Review Committee ("ARC"), which shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association.

Section 3. Powers and Duties of the ARC. The ARC shall have the powers to recommend from time to time to the Board of Directors of the Association modifications and/or amendments to the Architectural Guidelines. Any modifications or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this 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. Developer Conveyance to Association. Developer shall have the right to grant and convey all its rights to enforce these covenants and restrictions to the Association at such time as in the sole judgment of Developer such Association is ready to undertake the obligation of enforcing them. Upon such conveyance and grant, the Association shall have and succeed to all rights and duties with the same powers as if the Association had been Developer.

Section 5. Contractors and Subcontractors Rules and Regulations. All contractors, subcontractors, and materialmen shall follow the Contractors and Subcontractors Rules and Regulations, a copy of which is attached hereto as Schedule "B", as the same may from time to time be amended.

ARTICLE 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 except that Developer may use one or more lots for sales offices or model homes, and further:

No business or commercial building may be erected on any lot and no business, including garage sales, may be conducted on any part thereof.

No building or other improvements shall be erected, altered or improved upon any lot without the prior ARC approval thereof as elsewhere herein provided.

When the construction or any building is once begun, work thereon must be completed within one (1) year.

No outbuilding shall be used for rental purposes separately from the principal structure on the lot.

Section 2. Pets. No animals, livestock, birds or fowl shall be kept, bred, raised or maintained on any part of the property except dogs, cats and pet birds which may be owned in reasonable numbers as pets of the occupants, but not for any commercial use or purpose. All animals must be kept on a leash when they are outside the owner's premises and must not become a nuisance to other residents. No animal enclosure shall be erected without the

approval of the ARC. All pets must be kept under control at all times and must not become a nuisance by barking or other acts. Parrots and mynah birds will be permitted only if kept in air conditioned homes with the windows closed.

Section 3. Clothes Drying Area. There shall be no clothes lines or drying yards on any part of the property.

Section 4. Trucks and Other Vehicles. Only four-wheel passenger automobiles shall be parked upon any lot, except service or construction companies using trucks in the normal course of their business, nor shall any maintenance or repair be performed upon any motor vehicle upon any lot. All other types of vehicles must be kept inside an enclosed garage. No heavy equipment, except during construction, shall be kept, stored or parked on the owner's property.

Section 5. Boats. No boats shall be allowed on the property. No boat house shall be permitted.

Section 6. Signs. No sign of any kind shall be displayed to the public view of any lot except for a sign displaying the word "FOR SALE". This sign shall not exceed four (4) square feet, any may be displayed during the time the homeowner or his designated representative is in attendance. The sign shall be subject to the approval of the ARC; provided however, that this Section shall not apply to the Developer or its designees.

Section 7. Condition of Lots Prior to Construction. Vacant lots must be mowed and/or properly maintained.

Section 8. Condition of Lots. Upon construction of a dwelling, all owners shall maintain lawns and grounds in a manner in keeping with good husbandry and the general character of the other lots in the subdivision.

- a) All lots must be mowed and property maintained to avoid unsightly appearance.
- b) No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon at any time.
- c) In the event that any owner shall fail or refuse to keep his lot in accordance with this

restriction, then after fifteen days written notice, 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.

d) Said expenses shall become a lien on the property and a personal expense of the owner.

e) No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of the property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon, including vacant lots. Each vacant lot must be mowed or underbrushed, regularly, and at no time may growth thereon exclusive of trees, exceed six (6) inches in height. Should there be a failure to comply with this requirement, then Developer or Association may clean and mow any lot and the cost of the work shall be paid by the lot owner and payment secured by a lien on the owner's lot enforceable in the manner provided by law for the enforcement of mechanics' liens.

Section 9. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Section 10. Oil. No oil drilling, oil development, operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, gas or oil tanks, mineral excavations or shafts be permitted upon or any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot. No oil or gas storage tanks shall be permitted above or below the surface of a lot except as such underground tanks required for heating, cooking or air conditioning.

Section 11. Alterations, Additions, Etc. All alterations, additions, etc. must be presented to ARC for approval prior to work's beginning on said improvements.

ARTICLE IX 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, the Association or the Developer to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or restrictions 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 violations.

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

The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

ARTICLE X

HEADINGS

It is expressly understood that articles, titles or headings used herein are for convenience purposes only and may not be fully indicative of the meaning or intent of the full article. The entire article should be read as that is what is intended to be binding on the property subject hereto, the Developer, the Association and members thereof.

ARTICLE XI

EFFECTIVE DATE

This Declaration shall become effective upon its being recorded, with appropriate certificates, on the public records of Indian River County, Florida.

ARTICLE XII

GENERAL PROVISIONS

Section 1. Duration and Remedies for Violation. The covenants and restrictions of this 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

Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this 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 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 of the subject property, provided such proceeding 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. Speed Limit. The speed limit in STONEBRIDGE is 15 M.P.H. All traffic directional signs are to be followed. Association has been directed to void the construction pass of violators.

Section 3. 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, postage 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 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Amendment. This Declaration may be amended at any time from time to time by a vote of not less than two-thirds (2/3) percent of those voting (Class A and Class B), either in person or by proxy, after no less than thirty (30) days advance notice and written submission of the proposed amendments. 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. However, any amendments which would modify or terminate any right or reservations granted to the Developer in this Declaration must first be given written approval by the Developer.

Any amendment to the Covenants and Restrictions which alter the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the St. Johns River Water Management District.

Any amendment to the Covenants and Restrictions which would affect the ability of the Association to make assessments for maintenance of common areas, which assessments would be liens on the property, must be approved by Indian River County.

Section 6. Usage. Whenever used, the singular shall include the plural and the plural the singular and the use of any gender shall include all genders.

ARTICLE XIII

EASEMENTS

In addition to those matters set forth herein, easements for installation and maintenance of utilities and drainage facilities are reserved as shown in the plats, or as heretofore granted by the 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 of 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 may be prohibited by the public authority to whom said easements has been 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 authority or utility is reasonable.

ARTICLE XIV

DEFAULT

The Developer or other holder of any 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 become 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.

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.

ARTICLE XV

SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM

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

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ARTICLE XVI

LAWS GOVERNING

It is expressly understood that the laws of the State of Florida shall govern the interpretation and enforcement of this Declaration and the provisions herein contained.

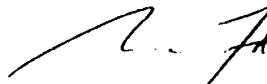
The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

IN WITNESS WHEREOF, the said Developer has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the 16th day of NOVEMBER, 1994.

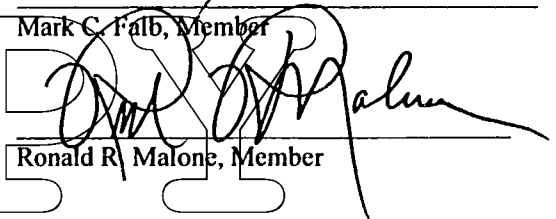
**WESTMARK ASSOCIATES
DEVELOPMENT COMPANY, L.C.**



David C. Bauer, Member



Mark C. Falb, Member



Ronald R. Malone, Member

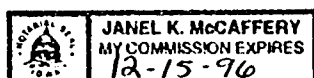
STATE OF ~~FLORIDA~~ IOWA

COUNTY OF ~~INDIAN RIVER~~ DUBUQUE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state

~~XX~~ and known to me to be the Members of
WESTMARK ASSOCIATES DEVELOPMENT COMPANY, L.C., a Florida Limited
 Liability Company, and that they acknowledged executing the same freely and voluntarily
 under authority duly vested in them by said corporation and that the seal affixed thereto is the
 true corporate seal of said corporation.

(notary seal)



Janet K. McCaffery
Notary Public.

SAMUEL A. BLOCK, P.A.
2127 10th Avenue
Vero Beach, Florida 32960
(407) 562-1600

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CS110'S STONE2

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OR 1051 PG0985

JOINDER BY OWNER OF LOTS 1 AND 2, STONEBRIDGE
SUBDIVISION

The undersigned, as owner of Lots 1 and 2, Stonebridge
Subdivision, Indian River County, Florida, does hereby
join in the execution of the Master Declaration of
Covenants, Conditions, Reservations and Restrictions
of Stonebridge Subdivision.

(CORPORATE SEAL)

HOLIDAY BUILDERS, INC., a Florida
corporation

By

Thomas H. Wright
Thomas H. Wright

Assistant Vice President

STATE OF FLORIDA

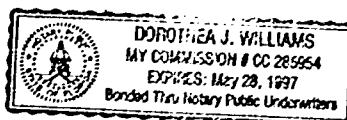
COUNTY OF INDIAN RIVER

I HEREBY CERTIFY that on this day, before me, an
officer duly authorized in the state and county afore-
said to take acknowledgments, personally appeared
THOMAS H. WRIGHT, who produced his Florida Driver's
License as identification, and known to me to be the
Assistant Vice President of Holiday Builders, Inc., a
Florida corporation, and he acknowledged executing the
same freely and voluntarily under authority duly vested
in him by said corporation and the seal affixed thereto
is the true corporate seal of said corporation.

WITNESS my hand and official seal in the state and
county last aforesaid this 10th day of November,
1994.

Dorothea J. Williams
Notary Public

Notary Seal:



ARCHITECTURAL CRITERIA

WHEREAS, it is the intention of the Developer, **WESTMARK ASSOCIATES DEVELOPMENT COMPANY, L.C.**, that **STONEBRIDGE SUBDIVISION** be developed into a community of single family homes of the highest quality.

THEREFORE, the Developer has appointed an Architectural Review Committee (ARC) comprised of a combination of property owners and paid professional consultants to evaluate proposed improvements with emphasis upon their harmonious incorporation into the community as a whole and with specific emphasis on external design, location of the improvement in relation to the surrounding structures and landscape and/or improvements, topography, and conformity with the restrictive covenants, criteria and procedures imposed by **STONEBRIDGE**. The ARC shall, at its sole discretion, judge the adequacy of plans submitted and may reject any proposed construction or alteration or development for any reason including purely aesthetic reasons provided however that approval of plans shall not be unreasonably withheld.

The **STONEBRIDGE HOMEOWNERS' ASSOCIATION OF INDIAN RIVER COUNTY, INC.** through the Architectural Review Committee has the right and obligation to property owners to revise and upgrade the requirements commensurate with the ambience and values in a changing community.

These criteria reflect the current guidelines whereby the ARC shall evaluate improvements to property.

1. **AUTHORSHIP OF PLANS.** All building plans shall be fully dimensional. The ARC has specific requirements as to what is acceptable in these plans.

2. **REQUIRED FORMS.** Owners contemplating designing and building must first contact the ARC to obtain the forms required for the approval procedure, and to discuss qualified builders.

3. **PLAN COPIES REQUIRED.**

a) Three copies of all plans for improvements shall be submitted. The ARC will note its approval or disapproval and comments on all three sets of plans and return two sets to the owner.

SCHEDULE "A"

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b) The ARC shall have 15 days to review plans when submitted in proper form but may request an additional 15 days extension for additional review.

4. **SUBMITTAL REQUIREMENTS.** All plans shall be submitted to the ARC in a form and manner acceptable to the Indian River County Building Department and shall include at a minimum the following: a) site plan of the lot showing existing contours and vegetation at a scale of not less than $1/8" = 1'0$ scale. The site plan must show all existing improvements including utilities on the property and show all proposed construction including finish grade lines, footprint of the proposed structure, landscaping, walkways, pools, patios and decks. (Site plan must indicate how drainage will be handled.) b) Floor plans of the proposed structure at a scale of not less than $1/8" = 1'0$ scale. c) Elevations of all four sides of the proposed improvements with additional details and elevations as may be necessary to fully illustrate the proposed construction at a scale of not less than $1/8" = 1'0$ scale. d) Samples and colors for all exterior materials can be requested.

5. **DURATION OF APPROVAL.** Final approval of building, landscaping or modification plans shall be valid for one year following the date of final approval, after which the procedure must be repeated, including application fee.

6. **SINGLE FAMILY DWELLINGS ONLY.** Only single family detached dwellings and the normal accessory uses for a single family dwelling shall be permitted on any lot. No free standing garages, outbuildings, sheds, barns or other structures shall be permitted except gazebos and cabanas. (See paragraph 24.)

7. **BUILDER AND CONSTRUCTION APPROVAL.** All builders or contractors must be licensed by the State of Florida and approved by the ARC. A clean and orderly job must be maintained at all times, both inside and outside the home within an eighteen (18) month duration. Construction must proceed on a timely basis.

8. **LAYOUT AND TOPOGRAPHY.** No foundation for a building shall be poured, nor shall construction commence in any manner or respect, until the plans are approved by the ARC. No change in the grade or topography of the lot either for construction or landscaping shall be made without written approval of the ARC. The finish floor elevation of the house must be approved by the ARC.

9. **COLOR PLAN AND MATERIALS.** The ARC shall give final approval of all exterior color, elevations, etc. The ARC shall consider the extent to which the color plan is consistent with the homes in the surrounding area and the extent to which the color plan conforms with the natural color scheme of and for STONEBRIDGE. Exterior colors that, in the opinion of the Architectural Review Committee, would not be harmonious shall not be permitted.

Samples of proposed exterior colors or color changes should be submitted and approved well in advance of their actual application. Artificial, simulated or imitation materials shall not be permitted without the approval of the ARC. Samples of proposed exterior materials may be required at the time plans are submitted.

a) Recommended Exterior Wall Finishes: Stone, Stucco, Brick, Painted Lap Siding;

b) Exterior Wall Finishes Not Allowed: Vinyl Siding, Exterior Plywood Siding, Asphalt Siding, Metal Siding.

10. LANDSCAPE REQUIREMENTS.

a) Each home shall plant a minimum of two (2) Live Oak Trees, ten feet (10') high with a two inch (2") caliper within fifteen feet (15') of the front property line;

b) Total lot area including road right-of-way must be sodded or landscaped, except for perimeter lots with a fifty foot (50') rear setback;

c) Automatic irrigation systems are required;

d) All sod must be St. Augustine, Floratam; and

e) Front yards must have a minimum of two hundred fifty square feet (250 sq. ft.) of planter beds.

11. ELEVATION REQUIREMENTS.

a) Minimum finish floor elevation shall be eighteen (18) inches above the crown of the adjacent roadway, or the minimum floor elevation as established by F.E.M.A., whichever is greater.

b) The maximum finish floor elevation shall be two (2) feet above the minimum.

c) Lot grading shall be in accordance with the St. Johns River Water Management District Permit.

12. **SETBACKS.**

SETBACK REQUIREMENTS (I.E. "REQUIRED YARDS")

Front Yard 25 Feet
Side Yards 15 Feet Each
Rear Yard 25 Feet or 50 Feet

The above setbacks are minimum and may be increased by the ARC. No balconies shall be allowed in the required yards. Roofs may extend 4 feet into the required yards, minimum 7 feet above first floor grade. Walls and fences shall be allowed only as approved. No swimming pool shall be located closer than 15 feet to any property line; driveways and sidewalks shall be per County Code, if approved by the ARC. *There shall be no other structures of any kind in the required yards.* No structures shall be allowed within the road easements, except mailboxes.

13. **MINIMUM SQUARE FOOTAGE.** Minimum square foot air conditioned space: one thousand six hundred (1,600) square feet.

14. **ROOFS AND ROOFING MATERIAL.** Minimum roof slope is 5:12. Recommended material: Cement Tile, Dimensional Shingle, or Metal Seam. Aluminum roofs will not be permitted.

15. **BLOCK.** There shall be no exposed block.

16. **EXTERIOR FLASHINGS, VENTS, ETC.** All exterior flashing and metal work shall be of copper or aluminum. No plumbing vents, exhaust fans, etc. are to protrude through the roof on the front side of the roof and shall not be seen from the street.

17. **SOLAR PANELS.** A limited number of solar panels are permitted, but a large number of panels renders the roof unsightly and detracts from the aesthetic image of the house and neighborhood. The area devoted to solar panels should accordingly be in reasonable and minor proportion to the area of the section of the roof on which they will be installed and, where possible, attached to the least conspicuous part of the roof and must not be seen from the roadway. Specific approval of the solar panel design must be obtained. Heating of pools with solar panels is prohibited.

18. **AWNINGS, SHUTTERS, FENCES AND WALLS.**

a) Awnings, canopies and shutters shall not be attached or affixed to the exterior of the residence without prior approval of the ARC.

b) A composition, location and height of any fence or wall to be constructed on any lot shall be subject to the approval of the ARC. Fences are not permitted on lots which abut the lake. Fences on non-lake lots are not permitted in the area between the front property line and the rear of the house structure. The ARC shall require the composition of any fence or wall to be consistent with the materials used in the surrounding homes and other fences, if any and shall be of a uniform shadow box effect. Fences and walls shall be in keeping with the exterior design of the residence and shall comply with the applicable restrictions and county ordinances.

c) Masonry walls will be allowed within the setbacks as permitted by the ARC for air conditioning, privacy or trash enclosures.

d) Hedges for privacy will be allowed within the setbacks and along the property lines subject to approval by the ARC as to location and height.

19. GARAGES and DRIVEWAYS.

a) All residences shall have a minimum of a two (2) car garage but shall have not more than a three (3) car garage, with a minimum size requirement of 20' by 20'.

b) All dwelling shall have a driveway of at least twelve (12) feet in width (excluding motor court area) with a three (3) foot minimum setback from side property lines with ten (20) foot radius where the drive meets the curb.

c) Recommended Materials: Concrete, Concrete with Brick Bands, Stamped Concrete, Tabby Concrete.

d) Materials not allowed: Asphalt, gravel, loose stone.

20. WINDOWS, DOORS, SCREENING, PORCHES AND PATIOS.

a) Metal window, door and porch framing and trim shall be painted a color approved by the ARC and compatible with surrounding structures.

b) Tinted window glass shall be permitted.

c) Window reflective filming shall not be permitted. Reflective glass shall not be permitted.

d) Sliding glass doors are not permitted except on rear elevations not visible from

the street.

21. **WINDOW AIR CONDITIONING UNITS.** No window or wall air conditioning units shall be permitted.

22. **SWIMMING POOLS, SPAS, ACCESSORY STRUCTURES, PLAY EQUIPMENT AND DECORATIVE OBJECTIVES.**

a) Above ground swimming pools or spas shall not be permitted. Any swimming pool to be constructed on any lot shall be subject to approval of the ARC. Screened pools may be permitted when designed as an integral part of the roof and walls. The screening must not obstruct the view from other houses. The structural members must be composed of materials utilized on or within the main structure of the residence so as to provide a general appearance for the enclosure that blends with the main structure and demonstrates continuity of materials, character and theme.

b) LP gas tanks must be buried but shall not be placed within any utility easement.

23. **MAILBOXES.** Mailboxes must be mounted on a white 4" x 4" wood post.

24. **GAZEBOS AND CABANAS.** No gazebos or cabanas shall be constructed or erected on or in any part of such subdivision without the approval of the ARC. Nor shall any application be made to any governmental authority or agency without prior approval for such structure by the ARC.

25. **ANTENNAS.** No aerial, antenna, or satellite dish antenna shall be placed or erected upon any lot, or affixed in any manner to the exterior of any building.

26. **GATES, ARCHES, COLUMNS, ETC.** in walls or at driveways or entryways may be disallowed if deemed to ornate or inappropriate for the architecture.

27. **OUTSIDE EQUIPMENT AND CONTAINERS.** Swimming pool, air-conditioning, sprinkler equipment, trash cans, etc. shall be screened with walls and fences approved by ARC.

28. **SIGHT DISTANCE OF INTERSECTIONS.** No fence, wall, hedge, or shrub planting which obstructs lines shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points thirty-five (35) feet from the intersection of the street lines, or in the case of a rounded property corner,

from the intersections of a street property line with the edge of a driveway. No trees 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.

29. **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.

30. **FIREPLACES.** All fireplaces shall have an exterior facade of masonry and no metal or prefabricated units shall be permitted to be exposed to exterior.

31. **ARTIFICIAL VEGETATION.** No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any lot, unless approved by the ARC.

32. **STAIRWAYS.** No exterior stairways shall be permitted without the approval of the ARC.

33. **CONSTRUCTION, MAINTENANCE AND NON-EMERGENCY ACTIVITY.** All construction, maintenance and non-emergency activity and all related personnel must begin work no earlier than 7:30 a.m. and must cease and be off of the property no later than sunset. There shall be no construction, maintenance including mowing lawns or non-emergency activity on Sundays or any principal holidays. There shall be no truck deliveries of any kind made after 5:00 p.m. on any day.

34. **PREWIRING.** All new dwellings must be prewired for security systems, telephone, cablevision.

35. **GARBAGE, TRASH CONTAINERS AND MISCELLANEOUS EQUIPMENT.** 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 covered 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. Garbage and rubbish receptacle shall be in complete conformity with sanitary regulations and shall not be visible from adjoining lots or public areas. No owner or contractor shall be permitted to burn any type of trash or construction material on any lot at any time.

36. **EASEMENTS.** No permanent structures are to be built within any easement.

37. **LIGHTING.** All homes must have a front post light on a photo electric cell.

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CONTRACTORS AND SUBCONTRACTORS RULES AND REGULATIONS

1. Prior to the start of construction, the contractors shall provide the Architectural Review Committee of **STONEBRIDGE HOMEOWNERS' ASSOCIATION OF INDIAN RIVER COUNTY, INC.** (Association) with an alphabetical list of the names of all personnel employed by them who will be connected with the named job. A list of all the subcontractors expected on the job is also to be provided. The purpose of this is to facilitate the issuance of the necessary passes and the control of same. Construction passes are only issued by Association and NO ONE will be admitted by Association without a properly issued pass.

Should there be a change of anyone's job status, the contractor is to notify the Association within 24 hours of such change and then submit a revised total list by the 25th day of each month until the job is completed. The purpose of this is to facilitate the issuance of renewal passes.

Should there be a need for more than one construction pass for any subcontractor, please advise their number along with the sub's name. This list should be submitted on regular 8½" x 11" stationery bearing the Contractor's letterhead, and it should show the lot number and owner's name.

2. There will be no job seekers or salespersons admitted to STONEBRIDGE unless those people have made appointments with the contractor and the contractor has properly notified the Association that a person is expected. All others will be turned away.

3. The STONEBRIDGE speed limit is 15 M.P.H. All traffic directional signs are to be followed. Security has been directly to void the construction pass of violators.

4. Contractors must confine their activities to the lot under construction. All vacant lots are private property and unless permission has been obtained, in writing, from the owner with a copy to Association, any use of such lots is prohibited. Association will not be responsible for vacant lots, but will call the proper authorities if trespassing is observed.

5. No fill, construction materials or trash may be dumped or stored on adjacent

SCHEDULE "B"

lots.

6. Construction sites must be kept neat. There will be no burning of trash. Each site will also be furnished with a "Port-O-Let" or like equivalent.

7. No dogs will be permitted in STONEBRIDGE other than those owned by STONEBRIDGE property owners.

8. No contractor's or subcontractor's signs may be placed on construction sites.

9. Any damage to adjacent lots, especially swales, must be repaired by the contractor, regrated and reseeded.

10. Parking is permitted during construction on the road right-of-way. No overnight parking of vehicles or construction equipment is permitted without prior approval.

11. Each contractor, prior to commencement of construction, is to ascertain from the appropriate authority the exact location of all underground public utilities. Such utilities are to be effectively marked with flags and/or paint in order that service to adjacent private properties will not be disrupted by construction.

12. All contractors must carry liability insurance.

13. Each contractor will be required to meet with a designated member of the Association prior to the start of construction to review all aspects of the project, including its impact on the community.

14. The Association reserves the right to deny the services of any contractor who previously has not been in compliance with the foregoing.

15. No radios, phonographs or tape decks are permitted.

16. NO construction work of any kind will be permitted on Sundays or holidays. Saturday work will be permitted only with approval of Association. Work may not begin before 7:30 a.m. and all employees must be off the property by no later than sunset.

17. Heavy vibrating taping roller equipment may not be used for compacting fill.

18. Vehicles with noisy mufflers will not be admitted.

19. Turning around in property owner's driveways will not be permitted.

20. The following will also not be permitted: drinking of alcoholic beverages, firearms and fishing.

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