

**MARCH**  
**2018**

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# **The Stoneybrook Homeowner's Manual**

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[www.stoneybrookhoa.com](http://www.stoneybrookhoa.com)

All information contained  
within this document is  
subject to change without  
notice.

Stoneybrook Recreation  
Center  
200 Golden Harbour Trail  
Bradenton, FL 34212

*Welcome to your new home, Stoneybrook  
at Heritage Harbour!*



## *Heritage Harbour*

Bordering the Manatee River, Heritage Harbour is situated on more than 2,500 acres of prime real estate. This large golf community in South Manatee County has a Central Park that includes soccer, softball, and baseball fields, a picnic area, a jogging track, and a 70 acre lake with fishing pier. Within Heritage Harbour, a world of its own there is endless opportunities and activities!

## *Stoneybrook at Heritage Harbour*

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Welcome home! You may be a resident in an individual home, condominium unit, a coach home, or a villa, but you are still part of the Stoneybrook at Heritage Harbour Community Association.



The list of amenities gets even longer inside Stoneybrook, a gated community where residents enjoy the state of the art fitness center, a junior Olympic sized pool, family activities court, basketball courts, two sand



volleyball courts, tennis & pickleball courts. Within this hometown, neighbors are encouraged to gather and organize themselves for the purpose of enhancing personal lifestyles. As such, groups for tennis, golf, basketball, softball are available to name a few! As neighbors, you can come together for the enjoyment for sports and recreation.

Stoneybrook at Heritage Harbour Golf course is truly a memorable test of championship caliber golf. The 18-hole, par-72 course plays through a landscaped highlighted by mature wooded areas, wetland preserves, ponds, and lakes creating a wonderful blend of strategic risk/reward holes.

River Strand, a private golfing community and Lighthouse Cove, a townhome community are also your neighbors here in the beautiful Heritage Harbour! Within this guide please find information regarding your everyday needs here at Stoneybrook. If you have any questions you may always call or stop by the Recreation Campus, home to your on-site Community Manager and Association Assistant.

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### **Additional Information:**

Stoneybrook Plant Palette, Guest Form, Important Information & Webpages,

Homeowner & Renter Registration Form (Envera), Multipurpose Room Rental Agreement Form,

Transfer of Membership to Tenants, Waiver and Release of Liability for All Claims , Resident Form for Cards & Stickers  
Architectural Modification Form, Details for Exterior Work

## **STONEYBROOK NEIGHBORHOOD WATCH INFORMATION**

### **Neighborhood Watch:**

Chairperson: Harietta Martinetti (941) 749-6336 or [hmartinetti@yahoo.com](mailto:hmartinetti@yahoo.com)

Co-Chairs: Gene Aulenbach (941) 750-0437 or [graulen1@msn.com](mailto:graulen1@msn.com)

Barbara Aulenbach (941) 750-0437 or [barbaulen@msn.com](mailto:barbaulen@msn.com)

Manatee County Sheriff's Office (Emergency or Crime in Progress): 911

Manatee County Sheriff's Office (Non-Emergency): 941-747-3011 (wait for dispatcher)

Roving Patrol: (941) 549-9637

Stoneybrook Recreation Center Office: (941) 750-9688

Stoneybrook after Hours Emergency, Property Manager: (941) 750-8601

Envera Live Gate Operator: (941) 556-0732

Manatee County Traffic Complaint Hotline: (941) 723-5197

Manatee County Graffiti Hotline: (941) 747-3011 x2596

Florida Power and Light (to report malfunctioning street lights): (941) 917-0708

Garbage & Landscape Debris, Manatee County Utilities: (941) 792-8811

Manatee County Sheriff's Office Website: [www.manateesheriff.com](http://www.manateesheriff.com)

Stoneybrook HOA Website: [www.stoneybrookhoa.com](http://www.stoneybrookhoa.com)

Heritage Harbour Resident Website: [www.heritageharbourcommunity.com](http://www.heritageharbourcommunity.com)

Property Manager's email: [manageratstoneybrookhoa@gmail.com](mailto:manageratstoneybrookhoa@gmail.com)

## SUB-ASSOCIATION MANAGEMENT INFORMATION

### Stone Harbour I

**Contact: Kasey Dick, CAM**

5540 Ste. Rd. 64 E. #220

Bradenton, FL 34208

941-747-7261

**Email: kdick@theiconteam.com**

**Managed by: Icon Management**

803 Fairway Cove Lane

811 Fairway Cove Lane

819 Fairway Cove Lane

### Stone Harbour II

**Contact: Kasey Dick, CAM**

5540 Ste. Rd. 64 E. #220

Sarasota, FL 34208

941-747-7261

**Managed by Icon Management**

905 Fairway Cove Lane

915 Fairway Cove Lane

923 Fairway Cove Lane

### Stone Harbour III

**Contact: Kasey Dick, CAM**

5540 Ste. Rd. 64 E. #220

Sarasota, FL 34208

941-747-7261

**Managed by Icon Management**

1003 Fairway Cove Lane

1011 Fairway Cove Lane

### Fairway Greens I, II & IV

**Contact: John Bittar**

9114 58th Dr. E #101

Bradenton, FL 34202

941-727-4698

Fax: 941-756-4980

**Email: jbittar@caseymanagement.com**

**Managed by Casey Management**

334-435 Fairway Isles Lane

any address on Eagle Isles Place

207-306 Fairway Isles Lane

310 Fairway Isles Lane

314 Fairway Isles Lane

318 Fairway Isles Lane

322 Fairway Isles Lane

326 Fairway Isles Lane

330 Fairway Isles Lane

### Coach Homes at Stoneybrook

**Contact: John Bittar**

(Contact information listed above)

**Managed by Casey Management**

9015-9141 Stone Harbour Loop

### Fairway Greens III

**Monique Toler, CAM**

941-567-1654

Fax: 941-378-5360

**Email: mtoler@mgmt-allure.com**

**Managed by: Allure Property Management**

any address on Summer Greens Terrace

# Frequently Called Numbers

## Emergency Services

Access Center Helpline (941)741-3117  
American Red Cross (941)792-8686  
Coast Guard (941)794-1607  
Emergency Ambulance, Fire, Police 911  
Humane Society (941) 747-8808  
Poison Control 1-800-282-3171  
Spouse Abuse Information (941)755-6805  
Wildlife Rescue Service (941)742-5933

## Police Department Non-Emergency Numbers

Florida Highway Patrol Bradenton Post (941)751-7647  
Manatee County Sheriff's Office (941) 747-3011  
Bradenton Police Department (941)932-9300  
Palmetto Police Department (941)721-2000

## Fire Department Non-Emergency Numbers

Bradenton Fire Department (941)708-6233  
Braden River Fire Department (941)751-5611

## Education

Public Schools Administrative Offices (941)708-8770  
Manatee Vocational-Technical Center (941)751-7900

## Government/State

Insurance Consumer Hotline (941) 800-342-2762  
Jobs and Benefits (941)714-7449  
Proof of Residency Clerk of Court (941) 741-4040  
Property Appraiser (941)748-8208

## Art and Culture

Art Center Manatee (941)746-2862  
Artist's Guild (941)747-0651  
Arts Council of Manatee (941)746-2223  
Asolo Center for the Performing Arts (941)351-9010  
Bishop Planetarium (941)746-4131  
Desoto National Memorial (941)792-0458  
Florida Gulf Coast Railroad Museum (941)776-0906  
Gamble Plantation State Historic Site (941) 723-4536  
John & Mable Ringling Museum of Art (941) 359-5700  
Longboat Key Center for the Arts (941) 383-2345  
Manatee Players Riverfront Theatre (941) 748-5875  
Manatee Village Historical Park (941) 741-4075  
Marie Selby Botanical Gardens (941) 366-5731  
Mote Marine Aquarium (941)388-2451  
Sweet Adelines (941)753-8679  
Van Wezel Performing Arts Hall (941)955-7676  
Village of the Arts (941) 747-8056

## Business Information

Better Business Council (941)748-1325  
Economic Development Council (941) 748-3411  
Manatee Chamber of Commerce (941) 748-3411

## Civic Center and Auditoriums

Bradenton Municipal Auditorium (941) 932-9484  
Manatee Convention & Civic Center (941)722-6626  
Neel Auditorium, Manatee Comm. College (941)752-5252  
Sarasota Bradenton International Convention Center (941)355-9161

## Tax Collector/Vehicle Registration Offices

819 US 301 Blvd., Bradenton (941)741-4801

## Driver's License (Tax Collector's Office)

6007 111<sup>th</sup> St. E., Bradenton (941)741-4800  
3611 First St. W., Bradenton (941)741-4801

**Manatee County**

Animal Control (941) 742-5933  
General Information (941)748-4501  
Clerk of Circuit Court(941) 749-1800  
Library Services (941) 748-5555  
Parks & Recreation (941) 742-5923  
Sheriff's Office (941)747-3011  
Voter Registration (941)741-3823

**Utilities**

Manatee County Utilities (941)792-8811

**Electricity\***

Florida Power & Light Co. (941)917-0708  
*\* Service determined by area. Call with either former occupant's name, or serial number on front of electric meter.*

**Natural Gas\***

TECO People's Gas System (941) 877-832-6747  
*\* Hook-ups available in metropolitan Bradenton, Palmetto, and some rural areas, and some areas within Stoneybrook.*

**Healthcare**

Lakewood Ranch Medical 941-782-2100  
  
Heritage Harbour Urgent Care 941-917-6440  
  
Blake Medical Center (941)792-6611 or 800-648-9004  
Elder Helpline (941) 742-5818  
Health Department (941) 748-0747  
Kid Care Insurance 888-540-5437  
Manatee County Medical Society (941)755-3411  
Manatee Memorial Hospital (941)746-5111  
VA Clinic - Ellenton (941) 721-0649

**Other Services**

Handy Bus (941)748-2317  
Manatee Aging Network (941)761-9338  
Manatee Religious Services (941) 753-6749  
Volunteer Services (941) 761-3207

**Transportation**

Greyhound Bus Lines (941)747-2984  
Manatee County Area Transit (941)747-8621  
Sarasota Bradenton International Airport Information Line (941) 359-5200

**Water, Sewer, Garbage Service Unincorporated areas**

Manatee County Public Utilities (941)792-8811  
after hours (941) 795-5457

**Television**

Bright House Networks ~ 866-976-EASY  
Comcast Cable ~ 941-371-4444  
Verizon FIOS ~ 800-483-4000

**Telephone**

Bright House Networks Business ~ 813-624-9264  
Bright House Networks Residential ~ 866-976-EASY  
Verizon Business ~ 800-483-5000  
Verizon Residential ~ 800-483-4000

# STONEBROOK COMMUNITY RESTRICTIONS

## Covenant Enforcement Policy and Procedures

**Property Manager (Manager)** is the primary driver of Covenant, Rules and Regulations enforcement. The Manager is responsible for violation inspections, violation letters and record keeping. The Manager conducts periodic inspections to identify possible violations by members, tenants, invitees, licensees, guests, contractors, or unit occupants. Inspections are initiated by Manager, Board directive, and or homeowner complaint. The Manager will make initial investigations of any and all potential violations and if validated, promptly notify the property Owner by letter, then follow-up with a good faith effort to remediate the violations by working with the unit owner through letters, email, phone contacts, or personal visits, as required. If the Manager is unsuccessful in resolving a violation working with the unit owner, the Manager will take a digital image of the violation and schedule a meeting with the unit owner before the Board of Directors at their next regularly scheduled meeting.

**Time to remediate violations:** The time allowed varies by the nature of the violation. Overnight street parking and commercial vehicle parking (any vehicle or trailer with visible signage) parked visibly overnight in the community, trash receptacle storage, signs visibly located on or around a property, general nuisances, animal control, and or dog dropping pickup are to be corrected upon notification.

Routine moving vans or rental moving trucks or pods are exempt with prior notification and approval of Property Manager.

In the case of overnight street parking and or commercial vehicle parking, the sequence of events are: first occurrence a violation tag is placed on the vehicle, with the second occasion a violation tag is placed on the vehicle and a warning letter sent to the property owner by the Property Manager, on the third occasion a violation tag is placed on the vehicle and a letter is sent to the property owner by the Property Manager notifying the home owner of a scheduled hearing before the Board where the home owner may deliver testimony and relevant documentation. Parking violations are treated as homeowner violations not vehicle owner or leaser violations.

Lawn mowing and landscaping violation grace periods e.g. mowing, weeding, and or trimming are to be corrected within fourteen calendar days, however if there are unusual or extenuating circumstances, the Property Manager can at his or her discretion extend the grace period for an additional fourteen (14) days.

Power washing a roof, driveway, or sidewalk cleaning of mold are to be corrected within ninety (90) days. In all cases, the home owner is responsible for notifying the Manager, in writing, when a violation has been remediated or resolved and request a follow-up inspection, so that the Manager can conduct a follow-up inspection to close the case. The Manager may extend the time period to correct a violation at his/her discretion based on extenuating circumstances.

If the violation involves house painting or major construction the grace period may be up to six months due to the magnitude of the expense and vendor scheduling issues, and extendable to one year, at the Property Manager's discretion. This extension is to accommodate violations by unit owners who are in residence for only short durations each year and or special circumstances.



**Board of Directors Hearing:** Prior to the next regularly scheduled Board of Directors meeting, the Manager will provide the Board members with relevant case documentation. At the hearing, the Board will hear unit owner testimony, review relevant case documentation and agree by majority vote as to the need to dismiss, close the case because the violation has been remediated, or impose a fine.

**Board of Director (Board) Fine or Suspension of Rights** if the Board, by majority vote at a scheduled board meeting votes to impose a fine or a Suspension of Rights, a letter will be sent to the Property Owner by the Manager as soon as possible but no later than three (3) business days after the vote. Any fine or suspension will commence from the date of the Board action, unless rejected by the Appeal Panel.

**Appeal Panel:** An Appeal Panel cannot include any Board member, spouse, relative, or employee of the HOA. The Appeal Panel will be organized and coordinated by the Board Liaison. The Appeal Panel has no authority to modify the terms of a fine or suspension but may by majority vote confirm or reject the fine or suspension as levied by the Board.

**Fines** for an ongoing violation e.g. failure to power wash a moldy roof, driveway or sidewalk can be assessed by an amount established by the Board of Directors or by statutory authority (Currently set at \$100.00 per day). The total member debt for a single violation cannot accrue to an amount greater than \$5000.

**Failure to promptly pay a fine:** If the unit owner does not promptly pay a fine levied by the Board and confirmed by the Appeal Panel, the unit owner (s) is subject to the conditions of Florida Statute 720.305 in regards to suspension of owner rights.

## GENERAL INFORMATION AND RESTRICTIONS

Annual Meeting: A members meeting shall be held at the Stoneybrook Rec-Center during either March or April of each year. The notices must be mailed or delivered by the Association not less than fourteen (14) days prior to the date of the meeting. A quorum shall be attained at the members meeting by the presence in person of voting representatives for at least 15 % of the total voting interest.

Architectural Modification Request (ARC Committee). Any changes made to the outside of your property or home must be approved by the Architectural Review Committee. The ARC requests are reviewed on the third Monday of every month. All requests must be submitted the Wednesday before. Please make plans to add at least 30 days to your request for approval BEFORE you start on your project. Forms should be submitted for **all** exterior changes including: Pool/Spa, Screen Enclosures, Satellite Dish, Exterior Paint Changes, Landscaping including tree removal, and Playset/Swing Set/Play Equipment of all sorts, Basketball Equipment, and New Construction.

Oak Canopy Trees are required under the Manatee County Land Development Codes, Division of Urban Forestry County Ordinances 714.2.28 and 715.8 required landscaping to be maintained and pruned in a manner that preserves the natural shape and growth characteristics of the species. Pruning that "hat racks" or "lollipops" canopy trees is prohibited without prior approval of the Planning Director or Board of Commissions of Manatee County.

Canopy Trees may not be removed without County Approval. Please contact the Urban Forestry Department:<http://www.mymanatee.org/home/government/departments/building-and-development-services/environmental-review/articles/citizen-sfl-trp-conditions.html>

Request for Special Attention: This form is available in the office at the Stoneybrook Recreation Center. It may be submitted by any resident wishing to bring attention to a specific issue or problem as it applies to the common grounds in the neighborhood.

Recreational Center: Center is located at 200 Golden Harbour Trail. The Community Center may be rented for private parties upon approval.

Re-Sales: As of January 1, 2017 the Board of Directors approved to instill a \$1500.00 Resale Capital Contribution. This fee is due and owed at the time of the property closing.

Roving Patrol: Patrols from 6 pm to 6 am daily. Please call (941)549-9637 to leave a message outside of normal work hours.

Right of Entry: If an owner fails to correct maintenance issues, after five (5) days' notice by the Association, the Association has the right to enter upon the premises and make such corrections if needed. The maintenance cost shall be charged to the owner. Said charge, until paid, may become a lien against the property.

Southwest Florida Water Management District: Manages water supply throughout our district, protecting both water quality and preserving our natural systems. They provide flood protection, environmental

resource permitting procedures, water conservation acts, supportive data collection, and water resource supply development tasks. Contact the agency at (941) 377-3722 or visit <http://www.swfwmd.state.fl.us/> for more information.

Transfer of Membership: see the leasing or rentals section.

Rules and Regulations: A full listing of the rules and regulations are included in the new amended and recorded documents available on the website at: [www.stoneybrookhoa.com](http://www.stoneybrookhoa.com).

## Frequently Asked Questions

TOPIC	STONEYBROOK FREQUENTLY ASKED QUESTIONS
<b>Backflow Testing</b>	<b>Who is responsible for Backflow Testing?</b> It is the responsibility of the homeowner, with the exception of some of the Maintenance Free Communities. *Manatee County Utilities has a list of authorized vendors available
<b>Bins for Trash/Recycle</b>	<b>Trash Pickup/Recycle Bins.</b> Contact Manatee County Utilities at 792-8811 for recycle bins *Go to Manatee County Utilities for schedule of trash pickup.
<b>Chamber of Commerce</b>	<b>Where is the Chamber of Commerce?</b> 4215 Concept Ct. –take Lakewood Ranch Blvd. 2 miles north of St. Rd. 70, then destination is on the left, for more information you can call 748-3411.
<b>Condominium &amp; Villa Association-- Maintenance Free Living</b>	<b>Who do we contact with questions and concerns?</b> Please see Sub-Association Management Information (p. 5) for contact information of property managers.
<b>County</b>	<b>What county is Stoneybrook in?</b> Stoneybrook is in Manatee County!
<b>Garage Sales</b>	<b>Are Garage Sales Allowed?</b> Individual garage sales are not allowed per our documents. A Heritage Harbour rummage sale was previously run in February, however Chairpersons and Volunteers would need to contact the Master Association to get it organized.
<b>Gate Cards- Windshield Stickers</b>	<b>Where &amp; When can I get access to the Gates?</b> Stoneybrook Recreation Center, 200 Golden Harbour Trail. Monday - Friday, 9:00 am - 5:00 pm. and Saturday 10 am to 12 noon. Windshield stickers and gate cards can be purchased within office hours. <b>We accept Cash or Checks only.</b>
<b>Golf and Country Club</b>	<b>Is Golf Membership available?</b> Stoneybrook residents can purchase a membership at the Stoneybrook Golf and Country Club within the Pro-shop. The phone number for the Pro-Shop is (941)746-2696.
<b>HOA</b>	<b>What is a HOA (Homeowners Association)?</b> Florida Statue 720 gives special recognition to those corporations that operate residential communities. The purpose of a community association is to provide for the governance, business and community activities of the association.

<b>HOA Creation</b>	<b>How did the HOA become an entity?</b> The Community Association is created by the Declaration of Covenants.
<b>HOA Governing Documents</b>	<b>Why do the HOA's have governing documents?</b> They define the rights and obligations of the owners and the association to each other. They establish the criteria for assessments for the Communities Operational Expenses, and establish the Rules and Regulations known as the Homeowners' Manual. <u>Declaration of Covenants</u> - binds the owners and association for the purposes of maintaining, governing and funding the community. <u>Bylaws</u> - are the working document that governs rules for the administration and management of the association, such as voting rights, election procedures, and the scope of the powers and duties of the Board.
<b>HOA Homeowners' Manual</b>	<b>What are Deed Restrictions?</b> The rules of the homeowners' association are considered a part of its official records and the law requires a standard of reasonableness to ensure their enforceability, especially in Architectural Guidelines and Compliance.
<b>HOA Living</b>	<b>How do I pay my Neighborhood Maintenance Fees?</b> A neighborhood assessment will be collected by the Homeowner's Association on a quarterly basis.
<b>HOA Membership</b>	<b>Do I have to be a member of the HOA?</b> Yes, membership is automatic when you are a landowner.
<b>Homeowners' Manual</b>	<b>Where can I get a Homeowners Manual?</b> You can pick one up at Stoneybrook Recreation Center or you can go online to <a href="http://www.stoneybrookhoa.com">www.stoneybrookhoa.com</a> .
<b>Hospital, Medical</b>	<b>Where can I seek non-emergency medical care?</b> Sarasota Memorial Health Care Center is located in Heritage Harbour at 1040 River Heritage Boulevard (941)917-6440. *Hours: Monday-Sunday 8am-8pm
<b>Hurricane Readiness</b>	<b>Where can I find tips to prepare for a hurricane?</b> Go to, <a href="http://www.mymanatee.org">www.mymanatee.org</a> . or go to the Department of Public Safety and Hurricane Readiness Center. We suggest our personalized plan at <a href="http://www.stoneybrookhoa.com">www.stoneybrookhoa.com</a>
<b>Library</b>	<b>Where is the nearest library?</b> Braden River Library, 4915 SR 70 East, 727-6079. You also have a community lending library at Stoneybrook Recreation Center!
<b>Mailbox &amp; Post</b>	<b>Who is responsible for mailbox or post replacement?</b> The homeowner is responsible for all mailbox or post replacement. Contact Forsite at 855-537-0200 for assistance on mailbox concerns or replacements
<b>Pool Restroom</b>	<b>How can I access the pool restrooms?</b> The Recreation Campus restroom can be

<b>Access</b>	accessed with your white access card, also used for the gates to the community. For the Stone Harbour Loop pool, the restrooms may be accessed by using this code: press 2 and 4 at the same time, release and press 3, for the Men's room press enter at end.
<b>Post Office</b>	<b>Where is the nearest Post Office?</b> Lakewood Ranch Post Office is located at 5910 Post Blvd., off of SR70, first left turn east of Lorraine Road.
<b>Recreation Campus</b>	<b>Where is Stoneybrook Recreation Center?</b> Our address is, 200 Golden Harbour Trail. Recreation Center offices provide governance for the owners Associations, which include property management enforcement, modifications & more. The center office also handles all Stoneybrook maintenance and Community Activities (owner events/clubs/organizations). The Recreation Center is also home to a 6-acre campus including playground, tennis courts, basketball courts, pickleball courts, pool, Spa, volleyball court, family activity court, and grilling area and is open from Daylight to Dusk. Pool and Spa are open during daylight hours ONLY. You can reach the center at (941)750-9688, stoneybrookreccenter@gmail.com, or manageratstoneybrookhoa@gmail.com. The Recreation Center's hours are Monday thru Friday; 9:00am to 5:00pm, Saturday 10:00 am - 12:00 noon.
<b>Roving Patrol</b>	<b>All emergency situations should be directed to 911. Non-emergency situations can also be reporter to the Sheriff's office at (941)747-3011.</b> Roving Patrol is provided for Heritage Harbour from 6:00pm-6:00am Phone: (941)549-9637.
<b>Solicitors</b>	<b>Can we stop Solicitors?</b> No, but you can call, the Sheriff's Office at 941-747-3011
<b>Stoneybrook Golf Course</b>	<b>How do I contact the golf course?</b> The Clubhouse is located to the right of the front gate house at 7515 Grand Harbour Parkway. Phone is 941-749-1842.
<b>Street Light Repair</b>	Call Florida Power and Light directly at 941-917-0708 or visit their web site at <a href="http://www.fpl.com/customer/report/streetlight_single.shtml">www.fpl.com/customer/report/streetlight_single.shtml</a> . Please know the address of the home where the pole light is located or the pole number.
<b>Street Parking</b>	<b>Where can an overnight guest park?</b> In your driveway or garage. There is no parking on the streets for overnight guests. Street parking is only permitted for 4-hours The Rec Center Office is authorized to approve short-term passenger vehicle parking (1 to 5 nights) in the Recreation Center parking lot, on an exception basis. As Part of this authority, the Property Manager will set aside an area of the parking lot for such use and create a pass to be displayed in the vehicle's front window indicating the days that this privilege is effective.
<b>Tax Collector Office</b>	<b>What Services are Provided?</b> Property Tax payments, DMV Registration renewal, Driver's License & ID Cards, Handicapped Parking Permits, Hunting & Fishing License. <b>Location</b> - 6007 111th St. E. On SR 70, west of Lakewood Ranch Blvd.,

	behind the Bradenton Herald. 741-4800.
<b>Transfer of Membership</b>	<b>What is a Transfer of Membership?</b> Current rules and regulations state that a Transfer of Membership is required whenever a property is leased or rented, no matter the time frame. Forms are available at the Recreation Center and the current administration fee is \$200.00 per transfer, if Stoneybrook obtains the criminal background check.
<b>Trash Pickup Schedule</b>	Tuesday and Friday for usual garbage pickup. Wednesday for yard/landscape waste. Friday for recycling. <b>Remember that landscape debris must be bundled in piles not over 4' long and not over 50 lbs. It can also be placed in lawn bags or cans.</b> Call Manatee County Utilities for garbage related questions: 941-792-8811.
<b>Website for Homeowners'</b>	<b>Is there a Web Site for Homeowner's?</b> Yes, <a href="http://www.stoneybrookhoa.com">www.stoneybrookhoa.com</a> where you will find information about Staff, Governance, Community Newsletters that includes a calendar of monthly events, and much more.
<b>Your Coupon Book and Management Payment Address</b>	The return payment address on coupon books is: BB & T - PO Box 628207 Orlando, FL 32862-8207, if you do not have a coupon book you can mail directly to; Stoneybrook HOA, 200 Golden Harbour Trail, Bradenton, FL 34212.

# **GOLF CART RULES AND REGULATIONS**

## **STONEYBROOK AT HERITAGE HARBOUR COMMUNITY ASSOCIATION**

- All golf carts **MUST** be registered with the Recreation Center Office, 200 Golden Harbour Trail. A registration fee of \$3.00 for each cart will be assessed. All golf carts **MUST** bear a Community registration sticker. Sticker must be affixed conspicuously to the front of the cart.

**OWNERS ARE RESPONSIBLE FOR UNDERSTANDING AND COMPLYING WITH ANY FEDERAL, STATE, COUNTY, AND/OR OTHER LAWS, REGULATIONS OR CODES REGARDING THE OWNERSHIP AND OPERATION OF ANY BATTERY OR GAS VEHICLE ON THE STREETS WITHIN STONEYBROOK.**

**THE ASSOCIATION TAKES NO RESPONSIBILITY FOR ANY VIOLATION OF THE LAWS OR CODES, NOR OF ANY DAMAGES AND/OR INJURY CAUSED BY THE OPERATION OF BATTERY OR GAS VEHICLES DRIVEN ON THE STREETS WITHIN STONEYBROOK.**



# Community Recreation Center

Tenants, a Transfer of Membership Form is required with Administrative Fees: Any owner may transfer their residence and provide the right of enjoyment to the Common Area and facilities to his tenants. They must complete and sign a transfer form to be submitted to a member of the Recreational Center staff. A non-refundable transfer fee of \$200.00 must be paid, which includes the cost of a background check, in accordance with the policies set by the Board of Directors. The owner's privileges are rescinded during the period specified on the transfer form. Please contact the Recreation Center for details. The transferee must be renting and residing in the unit for which the privileges are transferred.

Adult Owners and transferees must register and receive a guest pass for their non-member guest or relatives, prior to their using the facilities. Guest passes do not exceed a two-week period.

## Hours of Operation

Rec Center Hours	Monday-Friday	9:00 AM -5:00 PM
Rec Center Office Hours	Monday-Friday	9:00 AM -5:00 PM
	Saturday	10:00 AM -12:00 Noon
Pool/Spa**	Sunday-Saturday	Daylight—Dusk
Playground	Sunday-Saturday	Daylight—Dusk
Volleyball Courts	Sunday-Saturday	Daylight- 10:00 PM
Tennis	Sunday-Saturday	Daylight- 10:00 PM
Basketball	Sunday-Saturday	Daylight- 10:00 PM

All equipment borrowed from the Community Center must be returned to the office one half hour prior to closing.

**\*\*THERE IS NO LIFEGUARD ON DUTY, SWIM AT YOUR OWN RISK\*\***

## **STONEYBROOK HOA POOL RULES**

Residents and their Guests use the pool and spa at their own risk since there is no lifeguard on duty. All children must be accompanied and supervised by a parent or guardian at all times. Children under 12 years old are not allowed in the spa.

### **Pool Hours of Operation: Sunrise to Sunset**

#### **Pool and Spa Rules**

- NO pets are allowed in the pool area
- NO bikes, skate boards, etc. are allowed in the pool area
- NO food, beverages or alcohol are allowed in the pool or on the wet deck
- NO glass containers of any kind in the pool area
- NO smoking in the pool or on the wet deck
- NO diving, running, rough-housing or ball playing in the pool area
- NO persons with open cuts or skin infections may enter or remain in the pool/spa area
- NO incontinent persons in the pool/spa
- NO cut-off jeans or shorts used as substitute for swimwear
- NO surfboards or rafts (flotation devices as swimming aids are permitted)
- NO nudity
- Children that are not toilet trained must wear tight fitting rubber briefs
- Audio equipment only allowed with the use of headphones
- ID cards are required at all times and must be shown upon request by authorized representatives of the association
- Any activities which unreasonably disturb the peaceful enjoyment of the pool area by other persons are prohibited
- Each residence may have no more than six (6) guests at the pool/spa at the same time
- The pool is closed during severe weather

#### **Care of the pool/spa area**

- Use of the deck furniture is on a first come first served basis. No reserving of this furniture is permitted, and unattended items found on chairs will be removed and placed in the lost and found located in the Rec Center activities room
- Deck furniture should be returned to their original positions after use and must not be removed from the pool/spa area
- Deck furniture must remain at least 4 feet from the edge of the pool
- All persons should shower to remove lotions, sand, etc. before entering the water
- No substances such as soap or shampoo may be used in the pool/spa area

**Violations of any of these rules may result in removal of the offending party from the pool area for the remainder of the day**

**FIREWORKS!!**

As we approach the summer holidays please remember that the use of fireworks has been a legitimate concern of residents, posing a risk of both a fire hazard as well as physical injury. Florida laws prohibit the sale and use of fireworks. Our governing documents also provide a mechanism for the imposition of fines for such violations. Listed below are the Florida Statutes that define what fireworks are, what is prohibited and what is allowed.

**FL Statute 791.02(1) states...**it is unlawful for any person, firm, co-partnership or corporation, to offer for sale, expose for sale, sell at retail, **or use or explode any fireworks.**

**FL Statute 791.01(4) states...** Fireworks means and includes any combustible or explosive composition or substance or combination of substance, except herein provided, any article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration, or detonation. The term includes blank cartridges, toy cannons in which explosives are used, the types of balloons that require fire underneath to propel them, **fire-crackers, torpedoes, skyrockets, roman candles, dago bombs, and any fireworks containing any explosive or flammable compound** or any tablets or other device containing an explosive substance.

**FL Statute 791.01(4) (b) (c)** defines sparklers, glow worms, snappers, party poppers and similar novelties **not** to be considered fireworks.

**Table set-up suggestions for the Stoneybrook Rec Center multi-purpose room**

The multi-purpose room located within the recreation center is available for residents to rent for private parties and events with approval by the Property Manager and a signed rental agreement. For further information see the reservation forms included in this handbook.

**AVAILABLE: 6-round tables, 9-square tables, 13-rectangle tables, 100-chairs**

**Lecture Style/ Chairs Only**

½ Room	Maximum Capacity	60
Full Room	Maximum Capacity	100

**Banquet Style/ Round Tables**

4 round tables	8 people/ table	32
6 round table	8 people/ table	48

**Seminar Style/ Rectangle Tables**

4 rectangle tables	8 people/ table	32
8 rectangle tables	8 people/ table	64

*This form is subject to change at any time without notice by the HOA.*

## **FITNESS GUIDELINES**

- The fitness equipment in this facility presents hazards which can cause serious injury or death, so use caution while you work out.
- Each resident and guest MUST sign a Waiver and Liability Release form before using the fitness center.
- Residents and guests must use the Fitness Center AT THEIR OWN RISK.
- It is recommended that you consult a physician prior to beginning any exercise program.
- Children under the age of 14 are NOT permitted to enter the fitness center.
- Please limit the use of cardiovascular equipment (treadmills, bikes and cross trainers) to 30 minutes.
- ALL weights must be replaced when you are finished.
- Do not use walls for stretching and balance; USE the machines provided. (We wish to keep all painted surfaces clean). Instead please use the ballet rail for this purpose.
- Bring a towel to wipe equipment dry after each use. NO exceptions—NO TOWEL—NO workout. This policy supports good health measures and shows consideration for other members.
- NO open containers for food allowed in the fitness center. Plastic, spill proof water bottles are permitted.
- PLEASE have respect for others. Therefore, cell phones must be turned off, TV volumes should be left as found, and respectfully have quiet conversations and discussion NO yelling.

### **Fitness Room    Sunday-Saturday 24 hours** Gate Card Access

1. Children under the age of 14 are NOT PERMITTED in the fitness room under any circumstances
2. Residents and guests use the Fitness Center at Your Own Risk

**SHIRTS AND CLOSE-TOED, RUBBER SOLE SHOES ARE REQUIRED IN THE FITNESS CENTER. NO SWIMSUITS OPEN-TOED OR STREET SHOES ALLOWED. PLEASE DO NOT DROP OR BANG FREE WEIGHTS OR MACHINE WEIGHTS!**

**STAFF IS NOT RESPONSIBLE FOR PERSONAL BELONGINGS.  
THANK YOU FOR YOUR COOPERATION IN OBSERVING OUR GUIDELINES.**

**ENJOY YOUR WORKOUT!**

**CURRENT IRRIGATION SCHEDULE**

**Watering is allowed twice a week – subject to change**

**ODD HOUSE NUMBERS (ending in 1, 3, 5, 7, 9) WEDNESDAY AND SATURDAY**

**EVEN HOUSE NUMBERS (ending in 2, 4, 6, 8, 0) THURSDAY AND SUNDAY**

**NO WATERING BETWEEN 10:00 A.M. AND 4:00 P.M**

**NO WATERING ON MONDAY, TUESDAY AND FRIDAY**

**Dear Manatee County Resident:**

Hurricane Season begins June 1 and runs through the end of November. You will need to evacuate your home from a pending hurricane **ONLY** if you are power dependent or live in an evacuation zone or in a mobile home. Residents are encouraged to use public sheltering only if no other options exist. Options may include staying with a friend, relative or at a hotel that is not in an evacuation zone. It is important to realize that shelter life is very basic and can be a difficult, crowded experience. You may wish to leave the area well in advance of a pending hurricane.

If you should need evacuation transportation or will require sheltering assistance, pre-registering will help expedite the process. The enclosed form is required to register for sheltering or transportation assistance to an American Red Cross shelter, assisted care shelter, hospital or nursing home. Please complete and return the enclosed form to Manatee County Emergency Management, PO Box 1000, Bradenton, Florida 34206-1000. Each year you will receive a form (approximately 60 days prior to your birthday) to update and return.

Transportation and shelter types vary according to medical need. During an actual evacuation, the Special Needs Operations will call to confirm your current medical and transportation information. General population shelters, which are managed by American Red Cross, are located in Manatee County Schools. If you're medical needs require more care than general population shelters can provide but less care than hospitals/nursing homes, our Special Needs Medical Committee will evaluate you for assisted care shelter. You may bring your caregiver to any shelter. Please be aware that if your mark "ambulance" as your transportation source on the enclosed form, you will be transported **ONLY** to a hospital or nursing home.

The attached checklist will assist you in your evacuation preparation. If you require a special diet, you will need to bring nonperishable stable foods to any shelter. Pets are not allowed in the shelters and arrangements should be made early for animal care. If you have any questions, please call (941)748-4501 x 3500. For specific medical questions, please call (941)748-0747 x 1296.

**Sincerely,**

**Laurie Feagans, Chief of Emergency Management**

# Hurricane Evacuation Checklist

It is recommended for families to have **A MINIMUM 5 DAYS WORTH OF SUPPLIES** in your hurricane survival kit, as well as other items for use at a shelter and/or upon return to your home. These are recommended steps:

**Step 1:** Ensure your vehicle has a full tank of gasoline. Check tire pressure and inspect fluid levels.

**Step 2:** Obtain cash rolls of quarters and small bills for use in vending machines Remember that most vendors will not accept checks or credit cards after a hurricane.

**Step 3:** Pack non-perishable food and water:

- a. Items that require no cooking
- b. Are ready to eat
- c. Include a can opener and plastic or disposable utensils.
- d. Include toiletries and enough personal hygiene supplies two weeks.

**Step 4:** Pack important documents and papers:

- a. Birth/Marriage Certificates
- b. Passports/Visas
- c. Wills and Power of Attorney
- d. Computer Disks with vulnerable information and/or System Disks
- e. Video tape of household goods and of the interior/exterior of the house
- f. Pet vaccination documentation
- g. Personal phone/address book
- h. Medications

**Step 5:** Pack Clothing, Bedding and Bathing Supplies

- a. Pants, Shirts, Underwear, Socks etc.
- b. Pillows, Sheets and Blankets
- c. Towels and Face cloths

**Step 6:** Inspect the house for loose external items:

- a. Trash Cans and Receptacles
- b. Lawn and Patio Tables/Chairs
- c. Toys (Swing Sets, Riding Toys etc.)
- d. Secure Television Antenna or Satellite Dish
- e. Unplug Appliances (Televisions, Stereos, and Computers etc.)
- f. Turn Off Gas and Electricity to the House

**Step 7:** Check your pet into a pet friendly hotel/motel, kennel or veterinarian office

## **Evacuation Checklist for Special Needs Evacuees:**

Listed below are actions you should take BEFORE evacuation. You and your caregiver MUST be ready before your county evacuation transportation vehicle arrives. Special Needs evacuations need to be completed prior to road congestion. Even if the sun is shining, the storm is on its way! Please remember you are one of over 1000 registered citizens who will need our assistance. Manatee County Emergency Management will call to give you an estimated time of your transportation pick-up.

### **HERE ARE SOME THINGS YOU SHOULD TO BEFORE YOU ARE PICKED UP:**

**DO NOW:** Make plans for your pets to be taken care of by your veterinarian, family, or friend. You will not be able to take them with you to a shelter. Make sure they have proper tags to identify them.

**WHEN EVACUATING:** Pack a bag and be ready to go with. . .

- Medications for 3 weeks, list of medications, name of doctor, your walker, wheelchair and other medical equipment
- If oxygen dependent, bring all equipment. Emergency oxygen will be provided only at the assisted care shelter
- Clean clothes for three days
- Extra eyeglasses
- Blankets and pillows
- Personal hygiene items
- House keys and car keys
- Personal phonebook or list of important numbers
- Important papers, including identification, sealed in zip-lock bags
- Folding chair, lawn chair or cot
- Reading material
- Non-perishable snack items while shelters becomes fully operational
- Non-perishable food items if you require a special diet
- Medical orders including “Do Not Resuscitate” order, if applicable

Call caretaker and family members including those out of state, to inform them of your evacuation plans.

It is important to turn off electricity, water and gas is possible.

Please have all pets evacuated before your evacuation transportation arrives. The emergency workers will not be able to assist you with pets.

**WHEN STORM IS APPROACHING:** Take care of all medical needs such as dialysis when you hear a storm is approaching.

**IF YOU HAVE ANY QUESTIONS, PLEASE CALL MANATEE COUNTY EMERGENCY MANAGEMENT-(941)748-4501 X 3500**



## **As The Storm Approaches:**

1. Board or shutter your windows, clear the deck, patio, and back yard of furniture, toys or any other items which can become deadly projectiles if carried by hurricane force winds.
2. Gather your survival kit and important papers (such as insurance papers, wills, marriage and birth certificates, telephone and address books, money, checkbook, etc.) and place them in a dry accessible place.
3. Moor or secure your boat, if applicable.
4. Ensure your vehicles have a full tank of gas. Do not wait until the evacuation order is issued to do this.
5. Contact family and friends to inform them of where and with whom you will be staying during the storm.
6. If you are planning on using Manatee County shelters or shelters outside of this County, become familiar with the established travel routes to and from those shelters.
7. Remain informed of alerts and information on television and radio for further updates and prepare family for possible evacuation.
8. Manatee County promotes the time phased concept for personal preparedness known as personal hurricane conditions.

## ARTICLE 5

### Property Rights: Easements

5.1 Use of Common Area. Each Member, Tenant, Guest and Invitee shall have a perpetual non-exclusive easement for ingress, egress and access in, to and over the Common Area and facilities for use in common with all other Owners, Tenants, Guests and Invitees, except as otherwise limited in the Governing Documents. These easements shall be appurtenant to and shall pass with the title to each Lot subject to the following:

5.1.1 The right and duty of the Community Association to levy Assessments against each Lot for the upkeep, maintenance, repair or betterment of the Common Area and improvements thereon.

5.1.2 The right of the Community Association to dedicate or transfer or grant an easement covering all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be determined by the Board of Directors or as mandated by the Declaration, any restriction of record or the Plat. No such easement shall materially interfere with the rights of the Members, Tenants, Guests or Invitees to use the Common Area for the purposes intended unless deemed necessary by the Board of Directors.

5.1.3 The right of an Owner to the use and enjoyment of the Common Area and facilities shall extend to the members of his Family who reside with him, and to a Tenant, Guest, and Invitee, subject to any Rules and Regulations promulgated by the Board of Directors from time to time. A Guest or Invitee of an Owner or Tenant shall be accompanied at all times by the Owner or Tenant during use or enjoyment of the Common Area and facilities thereon. Any Owner who Leases his Lot shall be presumed to have delegated his or her easements and rights to use the Common Area and facilities thereon to his Tenant, and such Owner's easement and right to use the Common Area shall be suspended during the term of the Lease, except that an Owner shall be permitted temporary ingress and egress to his or her Lot in order to inspect the Lot. It is the intent hereof to prohibit dual usage of the Common Area.

5.1.4 Easement for Repair, Maintenance and Encroachment. If any Lot, or part of a Lot, shall encroach upon any Common Area for any reason other than the intentional act of the Owner then an easement shall exist to the extent of such encroachment for so long as the encroachment shall exist. An easement for repair and maintenance of improvements shall exist over and across adjoining Lots. The Community Association is granted a blanket easement over all property within the Subdivision for repair and maintenance and for carrying out its responsibilities pursuant to the Declaration.

5.1.5 Utility Easements. The Community Association shall have the right to grant such electric, telephone, gas, water, sewer, irrigation, drainage, cable television, broadband or other easements, and to relocate any existing easement in any portion of the Community and to grant access easements and to relocate any existing access easements in any portion of the Community as the Community Association shall deem necessary or desirable, for the proper construction, operation and maintenance of the Community, or any portion thereof, or for the general health or welfare of the

Owners or for the purpose of carrying out any provisions of the Declaration. Such easements or the relocation of existing easements may not prevent or unreasonably interfere with the use of the Lots. Each Lot shall be subject to an easement in favor of all other portions of the Community for the location of utilities and for surface water drainage, for lateral and subjacent support, and for the use, maintenance, repair, and replacement of the party walls, structural supports, roofs, pipes; wires, ducts, vents, cables, conduits, public utility lines and other similar or related facilities serving other portions of the Community, including without limitation, an easement for any fire sprinkler/monitoring system.

5.1.5 Easements for Golf. Nonspecific, nonexclusive easements for the benefit of all persons using a golf course within the Community shall exist over all Lots, Living Units, Neighborhood Common Area and the Common Area adjacent to a golf course to permit acts necessary, incidental or appropriate to the playing of golf. These acts may include, without limitation, recovery of errant golf balls, the flight of golf balls over and across such Lots, Living Units, Neighborhood Common Area and the Common Area, the landing of golf balls upon Lots, Living Units, Neighborhood Common Area and the Common Area. Other than use by a Member, Tenant, Guest or Invitee, no golf carts shall be permitted to enter or remain upon any Lots, Living Units, Neighborhood Common Area or the Common Area.

5.1.6 The Plat. All property within the Community shall be subject to and benefited by those easements set forth in the Plat. All Common Area shall be subject to a perpetual easement in favor of the Community Association for purposes of allowing the Community Association to undertake its maintenance obligations, if any.

## ARTICLE S

### Maintenance of Common Area, Lots, and Living Units

6.1 Common Area. The Community Association shall be responsible for maintaining, repairing and replacing the Common Area and the facilities constructed thereon, including the lawns, landscaping and irrigation equipment, private roadways and right-of-ways, and parking areas, as a Common Expense, unless, and to the extent, such maintenance obligation shall belong to the Master Association or the COD.

6.1.1 Alterations and Additions; Common Area. Material alterations or substantial additions to the Common Area may be undertaken and funds necessary levied as Assessments by the Community Association only upon approval of at least a majority of the Board of Directors. No Owner, Tenant, Guest or Invitee may alter, improve or modify any portion of the Common Area without the prior written approval of the Board of Directors. The Common Area shall not be mortgaged or conveyed without the approval of at least a majority of the Board of Directors.

6.2 Surface Water and Storm Water Management System.

6.2.1 Maintenance and Operation. The COD, the Master Association, the Community Association or a Neighborhood Association, depending on the named "Permittee" under an applicable permit shall be responsible for the maintenance, operation, repair, and replacement of the Surface Water and Storm Water Management System. Maintenance of the Surface Water and Storm Water Management System shall mean the exercise or practices which allow the systems to provide drainage, water storage, conveyance, or other surface water or storm water management capabilities as permitted by the Southwest Florida Water Management District ("SWFWMD"). Any repair or reconstruction of the Surface Water and Storm Water Management System shall be as permitted or,

if modified, as approved by SWFWMD. Notwithstanding anything contained herein to the contrary, the Owner of each Lot shall maintain embankments so that grass, planting, or other lateral support shall prevent erosion of the embankment. The height, grade, and contour of such embankments shall not be changed without the prior written consent of the ARC.

6.2.2 Effect of Dissolution. In the event of the termination, dissolution, or final liquidation of the Community Association, any responsibility for the operation and maintenance of the Surface Water and Storm Water Management System, Wetlands and uplands shall be transferred to and accepted by an entity which would comply with Section 40.E F.A.C., and be approved by SWFWMD prior to such termination, dissolution, or liquidation. In the event that no other entity exists to receive such transfer, the obligations of the Community Association shall be deemed assumed by the Owners of the Lots, and all such Owners shall be jointly and severally responsible for the operation and maintenance of the Surface Water and Storm Water Management System, Wetlands and uplands in accordance with the requirements of the permits.

6.2.3 Shared Facilities. Certain portions of the Surface Water and Storm Water Management System may serve the drainage needs of adjacent lands not within the Community. The Community Association reserves the right to grant such drainage and/or use such easements and rights as the Community Association may deem necessary or appropriate for accomplishing the drainage needs of the Community and/or lands owned by others provided that such agreements shall not unreasonably interfere with the use of the system by the Owners or unreasonably increase the cost of maintenance of the system by the Community Association.

6.3 Single Family Lots. Each Owner of a Single Family Lot shall be responsible for maintaining, repairing and replacing all portions of his or her Lot, including the Dwelling or Living Unit thereon, in accordance with the following:

6.3.1 Exterior of Dwellings. Each Owner of a Single Family Lot shall be responsible for maintaining, repairing and replacing all exterior surfaces, the roof, fascias and soffits and other improvements or structures located on his or her Lot, including the driveway and walkway surfaces. The aforesaid obligations shall include maintaining, repairing and replacing screens, including screen enclosures, windows and doors, including the wood and hardware of entry doors, garage doors and sliding glass doors. Unless otherwise adopted as an Architectural Standard by the ARC, the minimum standard for the foregoing shall be consistency with the general appearance of the Community as originally constructed and otherwise improved, taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness. The Owner of each Single Family Lot shall clean, repaint or re-stain, as appropriate, the exterior portions of each Dwelling but shall not alter original exterior colors, or a reasonable match thereof, without the prior written approval of the ARC, including exterior surfaces of garage doors, as often as is necessary to comply with the foregoing standards.

6.3.2 Landscaping. Each Owner of a Single Family Lot shall be responsible for maintaining, repairing and replacing all landscaping and grassed areas encompassed within the front, side and back yards of his or her Single Family Lot. The aforesaid obligations shall include mowing, fertilizing, pruning, mulching, replacing, controlling disease and insects and trimming of landscaping and grassed areas and replacement of same in a manner consistent with the general appearance of the Community unless otherwise stated herein or a different standard is adopted as an Architectural Standard by the ARC. Weed growth shall be controlled, and no underbrush or

other unsightly growth shall be allowed upon any portion of a Single Family Lot. No refuse or unsightly objects shall be allowed to be placed or permitted to remain upon a Single Family Lot. No grass higher than six inches (6") shall be allowed to remain upon any Single Family Lot. Each Owner of a Lot adjoining a Lake Lot shall also be responsible for maintenance of the landscaping and grassed areas to the water's edge and to the pavement of any abutting road, street or right-of-way within the Community regardless of whether such area lies outside the boundary of his or her Lot, and responsible for cleaning sidewalks adjacent or contiguous to his or her Lot regardless of whether such area lies outside the boundary of his or her Lot.

6.33 Irrigation. The Community Association shall provide irrigation water and maintain a supporting infrastructure to bring irrigation water up to each Single Family Lot . Each Owner of a Single Family Lot shall maintain, repair and replace any sprinklers, sprinkler heads, sprinkler head supply lines, and soaker hoses installed or placed upon his or her Single Family Lot. Irrigation of lawn and landscaping upon a Single Family Lot is only permitted according to the schedule maintained by the Community Association . Brief usage outside of scheduled times is only permitted for maintenance and tests of the irrigation system unless otherwise approved in writing by the ARC in advance . The foregoing irrigation restrictions shall not apply to new sod or landscaping within thirty (30) days of placing such new sod or landscaping upon a Single Family Lot.

6.34 Mailboxes and Rights-of-Way. Each Owner of a Single Family Lot shall be responsible for maintaining , repairing and replacing his or her mailbox, any sod or landscaping located between such Owner's Lot line and the paved surface of any road, street or other right-of- way, and any portion of a driveway or sidewalk located between such Owner's Lot line and the paved surface of any road, street or other right-of-way.

6.4 Association's Access to Lots. The Community Association has an irrevocable right of access to Lots and improvements thereon as necessary to prevent damage to one or more Lots. The Community Association's right of access includes, without limitation , entry for purposes of inspection or preventive maintenance as well as the right, but not the duty, to enter under circumstances where the health or safety of an Owner, Tenant, Guest or Invitee may be endangered. The exercise of the Community Association's rights of access to the Lots shall be accomplished with due respect for the rights of Owners to privacy and freedom from unreasonable annoyance.

6.5 5 Negligence: Damage Caused by Condition of Lot. The Owner of each Lot shall be liable for the expenses of any maintenance , repair or replacement of the Common Area, other Lots, or personal property made necessary by his or her intentional act or omission or negligence, or by his Tenant, Guest or Invitee. Each Owner has a duty to maintain his Lot in such a manner as to prevent foreseeable and reasonably preventable damage to other Lots, the Common Area or the personal property of other Owners and residents. If any condition, defect or malfunction, resulting from an Owner's failure to perform this duty causes damage to other Lots, the Common Area or personal property of others, the Owner of the offending Lot shall be liable for repairing the damaged property for all costs of repair or replacement not paid by insurance . If one or more of the Lots involved is not occupied at the time the damage is discovered, the Community Association may enter upon the Lot without prior notice to the Owner and take reasonable action to mitigate damage or prevent its spread. The Community Association may, but is not obligated to, repair the damage . Any and all costs and expenses incurred by the Association in mitigating or repairing such damage shall be chargeable to the responsible Owner and Lot as an Assessment, secured by a lien.

6.6 Enforcement of Maintenance. In the event that an Owner fails or refuses to comply with any maintenance, repair or replacement obligation under the Governing Documents, after fourteen (14) calendar days' written notice of noncompliance and demand from the Community Association, the Community Association shall have the authority, in the sole discretion of the Board of Directors, but not the obligation, to undertake any reasonable action the Board of Directors shall determine in its judgment to bring the Lot, and any improvements thereon, into compliance and all costs and expenses incurred by the Community Association in bringing the Lot, and any improvements thereon, into compliance shall be chargeable to the responsible Owner and Lot as an Assessment, secured by a lien.

## ARTICLE

### 7

#### Insurance

7.1 Insurance. The Community Association shall obtain and maintain adequate insurance, with provisions for deductibles, upon the Common Area and in the operation of the Community Association as follows:

7.1.1. Casualty. The coverage shall afford protection as may be appropriate against: loss or damage by fire or other hazards covered by a standard extended coverage endorsement. Such other risks as from time to time are customarily covered with respect to improvements on the Common Area including, but not limited to, flood, vandalism, and malicious mischief. All or any part of such coverage may be extended to include personal property of the Community Association as the Board of Directors may deem desirable. The Community Association shall act as agent of the Owners and shall adjust all losses on their behalf. The premiums for such insurance shall be a Common Expense.

7.1.2. Association's Public Liability. The Community Association shall at all times maintain a policy of comprehensive liability insurance insuring the Association and its agents, the Board of Directors, and the Owners against liability in connection with the Common Area in such amounts as the Board of Directors may deem desirable, which policy shall include, if obtainable, a cross-liability endorsement. The premiums for such insurance shall be a Common Expense.

7.1.3. Directors and Officers Liability. The Community Association may obtain directors and officers (D&O) or errors and omissions (E&O) liability insurance on behalf of its Directors and Officers and committee members. The premiums for such insurance shall be a Common Expense.

7.1.4. Fidelity Bonding. The Community Association shall maintain insurance or fidelity bonding for all persons who control or disburse funds of the Association in such an amount to cover the maximum funds that will be in the custody of the Community Association or its management agent at any one time. All persons providing management services to the Community Association, or otherwise having the authority to control or disburse Association funds, shall provide the Community Association with a certificate of insurance evidencing compliance with this paragraph, naming the Community Association as an additional insured under said policy. If annually approved by a majority of the voting interests present at a duly noticed and called meeting of the Community Association, the Community Association may waive the requirement of obtaining an insurance policy or fidelity bonding for all persons who control or disburse funds of the Community Association.

72 Single Family Lots. Each Owner of a Single Family Lot is responsible for securing and maintaining adequate liability and property insurance on his or her Lot, all improvements thereon and contents therein.

73 Living Units. Each Owner of a Living Unit shall obtain and maintain property and casualty insurance upon his or her Living Unit in accordance with any Neighborhood Covenant governing such Living Unit and Florida law.

## ARTICLE 5

### Use Restrictions

8.1 Residential Purposes. No Lot shall be subdivided or used for other than single family residential purposes. No trade or business may be conducted in or from any Lot, except that an Owner may conduct business activities within the Lot so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Lot; (b) the business activity conforms to all zoning requirements; (c) the business activity involves only telephonic or electronic correspondence to and from the Lot and does not involve increased pedestrian or vehicular traffic coming into the Community who do not reside in the Community or door-to-door solicitation of Owners or Tenants; and (d) the business activity is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Owners or Tenants. The terms "business" and "trade", as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider of same and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. This Section 8.1 shall not apply to the Community Association or to services being furnished in connection with any maintenance, repair or replacement obligations.

8.2 Air Conditioning Units. No air conditioners or equipment may be mounted through a window or wall of any Dwelling or Living Unit.

8.3 Antennas and Flagpoles. Antennas and satellite dishes are prohibited, except that (a) antennas or satellite dishes designed to receive direct broadcast satellite service which are one meter or less in diameter; (b) antennas or satellite dishes designed to receive video programming services via multi-point distribution services which are one meter or less in diameter; or (c) antennas or satellite dishes designed to receive television broadcast signals (collectively, a "Reception Device") shall be permitted, provided that the Reception Device is located so as not to be visible from the Street, or is located on the lanai of the Lot. The ARC may require that a Reception Device be painted, and if the Lot is a detached dwelling, the ARC may require that it be screened by landscaping or other means in order to blend into the Lot and be removed from view from the street and other Lots. The installation and display of flagpoles and flags shall be subject to regulation by the ARC, but no Owner shall be prevented from displaying a portable, removable United States flag or official flag of the State of Florida in a respectful manner, or on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans Day, or be prevented from displaying in a respectful manner a portable, removable official US Army, Navy, Air Force, Marine Corps or Coast Guard flag not larger than four- and-a-half feet (4'6") in a respectful manner, consistent with Title 36 U.S.C. Chapter 10.

8.4 Boats/Boathouses. No Owner, Tenant, Guest or Invitee may erect, place or maintain any boat, jet ski or other motorized watercraft, boathouse, dock, wharf or other structure upon a Lake or waterway or lake bank within the Community.

8.5 Common Area. No Owner, Tenant, Guest, or Invitee shall make use of the Common Area in such a manner as to abridge the equal rights of the other Owners, Tenants, Guests, or Invitees to their use and enjoyment thereof nor shall any Owner, Tenant, Guest, or Invitee remove, prune, cut, damage or injure any trees or other landscaping located in the Common Area. The Board of Directors may promulgate reasonable Rules and Regulations governing the use of the Common Area.

8.6 Community Swimming Pool and Clubhouse. The swimming pool and clubhouse are for the exclusive use of Owners, their Family, Tenants, Guests and Invitees. The swimming pool hours are from dawn to dusk daily. Night swimming is strictly prohibited. No Owner, Tenant, Guest or Invitee shall enter upon or within, remain upon or within, or use the swimming pool or enclosed swimming pool deck area during any times other than dawn to dusk. Glass containers are prohibited within the swimming pool and enclosed swimming pool deck area at all times. No pet shall be brought into, enter upon or within, or remain upon or within the swimming pool or enclosed swimming pool deck area. Children under twelve (12) years of age may not enter upon or within, remain upon or within, or use the swimming pool unless accompanied by an adult. The Board of Directors may promulgate and/or post additional Rules and Regulations governing the use of the swimming pool and clubhouse.

8.7 Exterior Colors. No exterior colors on any improvement or structure, nor the colors of driveways or walkways shall be permitted that, in the sole discretion of the ARC, would be inharmonious or incongruous with the rest of the Community. This provision shall not apply to any maintenance, repair or replacement obligation undertaken by the Community Association.

8.8 Feeding of Birds and other Wildlife. Owners, Tenants, Guests and Invitees are prohibited from feeding, or otherwise disturbing birds, alligators and other wildlife within the Community.

8.9 Garage Sales. No garage or yard sales shall be permitted on any Lot or Common Area without the prior approval of the Association.

8.10 Garages, Trailers and Temporary Buildings. No garages, carports or storage areas shall be converted to residential use. Except as may be reasonably necessary for services being furnished in connection with any maintenance, repair or replacement obligations, no trailers or temporary buildings shall be placed or allowed to remain within the Community without the prior written consent of the ARC.

8.11 Garbage and Trash Disposal. No rubbish, trash, garbage or other waste material shall be placed or stored upon a Lot or the Common Area except in containers designed for same and no odor shall be permitted to arise therefrom so as to render a Lot or the Common Area or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof. No dumping shall be allowed anywhere in the Community. All containers for the storage or disposal of waste shall be kept in a clean and sanitary condition and stored within an enclosed garage or in an area not visible from any street, road or right-of-way within the Community. Garbage cans shall not be placed at the curb sooner than 6:00 p.m. EST the day before a regularly scheduled pick-up or left outside later than midnight of the day scheduled for pick-up.

8.12 Holiday Decorations. Reasonable decorations may be displayed to the public view upon a Lot no earlier than thirty (30) days prior to and no later than thirty (30) days after the actual day of a public holiday established or recognized by the federal government or the State of Florida provided that any such display shall not be attached by nail, screw or in any other damaging way to landscaping or trees. The



Community Association, in its discretion, may order the removal of any decoration or display which a majority of the Board of Directors deems to (i) be excessive in number, size or brightness, relative to other Lots; or (ii) attract excessive attention or traffic; or (iii) unreasonably interfere with the use and enjoyment of other Lots or the Common Area; or (iv) creates an unsafe or dangerous condition. To the extent an Owner fails to remove any decoration or display ordered to be removed within five (5) calendar days of service of notice from the Community Association, the Community Association may enter upon the offending Lot and summarily remove such decoration or display.

8.13 Hurricane Shutters. Hurricane shutters shall not be installed prior to the issuance of a hurricane warning or watch by the National Hurricane Center for the geographic region where the Community is located and shall be removed no later than fourteen (14) calendar days after the cessation of a hurricane watch or warning for same. Each Owner who plans to be absent from his or her Lot for a period of seven (7) or more consecutive calendar days during hurricane season shall prepare his or her Lot prior to such Owner's departure by (a) removing all furniture, potted plants and other movable objects from any porch, balcony, lanai, or patio; (b) designating a responsible firm or individual to install and remove hurricane shutters in accordance with the time periods herein or any Rules and Regulations adopted by the Board of Directors; and (c) designating a responsible firm or individual to care for the Lot in the event the Lot suffers damage.

8.14 Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of any Lot or the Common Area nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any Member, Tenant, Guest or Invitee. No Owner may engage in any action or activity which may reasonably be expected to result in an increase in the rate of any insurance policy or policies maintained by the Community Association. Each Member, Tenant, Guest or Invitee shall observe all laws, statutes, ordinances, and the rules and regulations of any governmental or quasi-government agency having jurisdiction over the Community and the Community Association may, in its discretion without obligation, order a violation of same to be brought into compliance immediately.

8.15 Lakes. Other than permitted by the COD or the Master Association, no Owner, Tenant, Guest or Invitee may use any lake, water body or waterways within the Community for recreational purposes, including swimming, boating or fishing, or discharge or throw any solid or liquid waste or other materials into or upon any lake, other body of water or the banks thereof within the Community.

8.16 Landscaping. All areas not covered by structures, walls, paved parking facilities or areas approved by the Community Association to be left in their natural state shall be maintained as lawn or landscape areas to the pavement edge of any abutting streets and to the waterline of any abutting lakes, canals or water management areas. All lawn and landscape areas shall be kept in good and living condition.

8.17 Lighting. No exterior lighting, including spotlights, flood lights or other similar high intensity lighting which allows light to project outside of a Lot onto another Lot or the Common Area shall be installed or placed upon a Lot without the prior written approval of the ARC.

8.18 Master Declaration Restrictions. All Lots, Living Units, and Owners within the Community shall be subject to Section 5 of the Master Declaration. The Community Association is hereby authorized to enforce the covenants and use restrictions contained within Section 5 of the Master Declaration to the extent Heritage Harbour Master Association, Inc. fails or refuses to enforce same or assigns such rights to the Community Association.

8.19 Nuisance. Nothing shall be done or kept upon any Lot or the Common Area which may be or may become an unreasonable annoyance or nuisance to any other person. No obnoxious, unpleasant, offensive or illegal activity shall be carried on, nor shall anything be done which can be reasonably construed to constitute a nuisance, public or private in nature, or which could result in increased insurance costs to the Association. The Board of Directors shall be responsible for determining the existence of a nuisance and its interpretation shall be binding upon all parties unless wholly unreasonable.

8.20 Outdoor Burning. Outdoor burning of trash or other debris, including leaves, is strictly prohibited within the Community.

8.21 Outdoor Storage. No Owner, Tenant, Guest or Invitee may place or store any personal property other than garden hoses and reels and barbecue grills outside of a Dwelling or Living Unit while not in use for a period longer than two (2) hours unless same is placed in the rear of a Dwelling or Living Unit and not visible from any road, street or right-of-way within the Community.

8.22 Parking. Only operable and licensed Vehicles, with valid registration, may be kept or parked within the Community, unless parked within an enclosed garage and not visible from outside of a Lot. All Vehicles shall be parked in enclosed garages, upon driveways, or within designated parking spaces within the Community. Vehicles parked upon any road, street or right-of-way shall be parked so as not to block access to mailboxes. For the purposes of this provision, the terms "park" or "parked" shall mean the placement of any unoccupied mode of transportation not mobile or in use for a period in excess of ten (10) continuous minutes. To the extent permitted by law, the Community Association is authorized to order the towing of any vehicle or automobile in violation of the Governing Documents in accordance with Florida law.

8.22.1 Driveways. Driveways, and sidewalks abutting the front or sides of a Lot, shall be made of concrete or cement paver blocks and shall be kept clean and free from excessive oil, rust or other unsightly stains by the Lot Owner.

8.23 Sidewalks and Landscaped Areas. No Vehicle shall be parked on any landscaped Common Area or parked in a manner to block pedestrian traffic along any sidewalk. No Vehicle, excluding toy vehicles, shall be operated upon the sidewalks or any landscaped Common Areas. No Vehicle, including scooters and golf carts, or any toy vehicle, bicycle or skateboard may be parked upon any portion of the sidewalks or landscaped areas within the Community.

8.24 Inoperable Vehicles. No Vehicle unable to operate on its own power or displaying apparent body or collision damage shall remain within the Community if visible from outside a Lot for a period of more than twenty-four (24) consecutive hours and no major repair of any Vehicle shall be made on or within the Community. For purposes of this provision, major repair shall mean repairs involving labor and materials in excess of \$1,000.00.

8.25 Commercial Vehicles, Recreation Vehicles, Mobile Homes, Boats, Campers and Trailers. No commercial Vehicle, boat, boat trailer, trailer, jet ski, camper, mobile home, tractor, golf cart, golf car, motorized scooter, or moped shall be parked within the Community unless parked inside an enclosed garage, except that commercial Vehicles may park within the Community on a temporary basis while making deliveries to or from the Community or during the actual furnishing of services. A Vehicle will be deemed a commercial Vehicle if commercial lettering or signs are painted upon or affixed to, including magnets and wraps, the Vehicle or if commercial equipment, for example, including but not limited to, mounted ladder racks, fuel filler tanks, tool boxes, etc., is placed upon the Vehicle or if the Vehicle is a

truck, recreational Vehicle, camper, or trailer not used primarily as a private passenger Vehicle.

8.26 Pets and Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats and other usual and non-exotic household pets may be harbored or kept on a Lot provided they are not kept, bred or maintained for commercial purposes. No more than two (2) pets may be kept on a Lot at any one given time without the Community Association's prior approval, not including fish. However, no breed of dog or any other animal, prone to or exhibiting aggressive behavior may be harbored or kept on any Lot, including any "wolf hybrids" or American Pit Bull Terrier, American Staffordshire Terrier, and Staffordshire Bull Terrier, American Bulldog or Bull Terrier, and are strictly prohibited. Exotic animals and rodents, reptiles and amphibians that are venomous or poisonous are strictly prohibited. No improvement or structure for the care, housing or confinement of any pet shall be constructed or placed within the Community outside of a Dwelling or Living Unit. When outside a Lot, all pets must be carried or secured with a hand held leash. All pet owners are obligated to clean up after their pet and shall immediately clean up and dispose of pet waste upon the Common Area or another Owner's Lot. All pets shall be registered, licensed and inoculated as required by law. The Board of Directors may, in its discretion and without obligation, order the immediate and permanent removal of any pet which becomes an unreasonable source of annoyance or danger or safety concern to any Owner, Tenant, Guest, or Invitee or any other person lawfully within the Community.

8.27 Preserve Areas. No Owner, Tenant, Guest or Invitee may alter or improve, construct upon, dump or place any material upon, destroy or remove any tree, shrub or other vegetation from, install fencing upon or perform any other activity within the Subdivision detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife habitat conservation or preservation, any preserve area.

8.28 Sewage Disposal. No individual sewage disposal system shall be installed with in the Community by or on behalf of, a Lot Owner.

8.29 Signs. No sign or advertisement of any kind, including, without limitation, those of realtors, contractors and subcontractors, shall be erected or maintained within the Community without the prior written approval of the Community Association, except in connection with the sale or resale of a Lot by the Community Association or as may be required by legal proceedings. Signs which are permitted within the Community may be restricted as to the size, color, lettering, materials and location of such signs. The Board of Directors shall have the right to erect signs on the Common Area as the Board of Directors deems appropriate. An Owner may display a sign of reasonable size provided by a contractor for security services within ten (10) feet of any entrance to a Dwelling or Living Unit. No sign shall be nailed or otherwise attached to a tree.

8.30 Solar Collectors and Roof Vents. No solar collectors or roof vents shall be installed or placed upon a Dwelling or Living Unit without prior written approval from the ARC and shall be installed in accordance with any Architectural Standards promulgated by the ARC with respect to same, which may include designated placement.

8.31 Sports Equipment. Other than basketball goals, portable sports equipment, such as hockey nets, soccer nets, or t-ball stands, shall be allowed upon a Lot in the Community subject to the following: (a) such equipment shall be stored in a garage or other enclosed structure when not in use for a period of more than two (2) consecutive hours; (b) such equipment may only be used between the hours of 9:00 a.m. and 8:00 p.m. local time; (c) no portable sports equipment shall be used in such a manner as to

create or constitute a nuisance; (d) no portable sports equipment shall be used upon the Common Area in such a manner as to abridge the equal rights of other Owners to their use and enjoyment. No permanent sports equipment shall be installed upon any Lot within the Community.

8.32 Surface Water Management System. No Owner, Tenant, Guest or Invitee may alter or improve or perform construction activities within, including digging or excavation, depositing fill or debris, the Surface Water Management System or remove, cut, trim or treat any vegetation from any wetland mitigation area or detention pond.

8.33 Swimming Pools and Spas. No above-ground swimming pool shall be installed or placed within the Community. No swimming pool or spa shall be installed or placed upon a Lot without the written approval of the ARC in advance. All swimming pool and spa equipment, including pool heaters, pumps, placed upon a Lot shall be shielded by adequate landscaping or placed in a manner so as not to be readily visible from any street, road or right-of-way within the Community. Inflatable children's swimming pools may be placed upon a Lot while in use but otherwise shall be stored within a Dwelling when not in use for a period in excess of four (4) continuous hours.

8.34 Underground Utility Lines and Services. Except for any existing lines, all electric, telephone, gas and other utility lines shall be installed underground, unless otherwise required by law, except for temporary lines as required during construction improvements or if required by law.

8.35 Water Supply. No private wells or individual water supply systems for drinking purposes or household use shall be installed upon any Lot, including for irrigation or sprinkler purposes.

8.36 Window Treatments . No newspaper, aluminum foil, sheets or other temporary window treatments shall be permitted within the Community, except for periods not exceeding two (2) weeks after an Owner or Tenant first takes occupancy or when permanent window treatments are being cleaned or repaired. Window tinting is permitted provided that the type and method of tinting is first approved, in writing, by the ARC.

# **RESIDENT PLANTING PALETTE**

## **As of December 6, 2011**

The main goal of this document is to create a workable guide of recommended planting material that provides an opportunity for homeowners to be creative in their home landscaping design. It is the intent of the H.O.A. to offer as much leeway as possible within the confines of the overall community landscape characteristics.

Prior to making any changes we urge you to obtain a copy of the H.O.A. restrictions relative to landscape maintenance and improvements.

We have been experiencing much colder weather during the winter months. Frost occurrences have gone from being an occasional event to at least one hard frost per year. In view of the new weather pattern we urge you to consider relying less on tender plants.

Should your plant be missing from this list it does not mean that it has been found unacceptable. Please submit a request to the Architectural Review Committee. They will consider your submission and if acceptable it will be added to the list. At their option they may submit a request to the Landscape Committee for recommendation

*Please note, certain plants have very specific needs that must be met. They often require higher level of care than the average plant in order to make them an asset to the appearance of the landscape. Those plants may be approved conditionally, as indicated. As residents you are encouraged to used Florida Friendly and drought tolerant plants in your landscape. Please refer for more information to such sites as [www.floridayards.org](http://www.floridayards.org) or [www.watmatters.org](http://www.watmatters.org).*

### **Street Trees**

Manatee County required the planting of street trees as part of the development process of our community. These trees are generally a Live Oak canopy tree. Replacing a Street Tree that died with the same type of tree requires approval from the ARC.

Street Trees may not be removed by a homeowner unless county approval is given. Replacement with a different type of tree also requires approval from Manatee County Building & Development Services, Urban Forestry Department. A permit and fee is required. Please call 941-748-45014 for more details and requirements. All approvals must be submitted to the property manager's office for recording in the documents of the association.

Residents are responsible for maintaining all oak trees planted in the county easement, which extends eleven (11) feet from the curb. Oak trees must be pruned so as to provide a minimum clearance height of eight (8) feet. Per Manatee County directions, oak trees with a canopy extending over the street must be pruned to provide a fourteen (14) foot clearance above the street to allow the passage of emergency vehicles.

## Minimum sizes for replacement plants

If you have been advised by the H.O.A. that it is necessary to replace certain plants on your property the following guideline should be used when purchasing the replacements.

- A. Large Trees, (12') height, (5') spread, (4') clear trunk, container grown.
- B. Accent/Ornamental Trees, (8') height, (4') spread, (3') clear trunk container grown. *Note, Palms must be planted in clusters.*
- C. Large Shrubs, (5) gal. Container grown
- D. Medium/Small Shrubs, (3 gal.) container grown.
- E. Ornamental Grass, (1 gal.) container grown.
- F. Ground cover, (1) gal. Container grown (spaced maximum 12"o.c.)

## Climate Considerations

We have placed most of the plants on this list into one or more of the hardiness categories shown below. It is our hope that this will assist you in making decisions regarding the plants that will best suit your needs.

\* (N) = Native

\* (FF) = Florida Friendly

\* (CH) = Cold Hardy not likely to be damaged by cold weather or hard frost.

\* (CT) = Cold Tolerant, can withstand prolonged cold weather. Will sustain some damage during a limited frost but will usually recover.

\* (T) = Tender, very likely will be killed by cold weather or frost

*\*\* note, Some plants may move from one category to another by virtue of which side of the house they are planted on, north being the coldest. Whether they get afternoon sun or how close to the house they are planted. In addition, the position may provide protection from wind and provide warmth from the concrete walls. Wind is probably the primary consideration when it comes to frost damage. The final issue is how healthy the plants are when the cold weather arrives.*

***\*\*Plants listed below may appear in more than one category. This is due to the fact that certain plants are available in tree, standard and dwarf forms. Others by virtue of the way they are pruned can serve as small, medium and in some cases large plants.***

## **ACCENT PLANTS**

*Bamboo - not acceptable - invasive*

Bird of Paradise - (CT)

Chinese Fan Palm, dwarf - (CT)

Crown of Thorns - (T) unless planted in a sheltered location

Coontie - (FF)

Hibiscus - (CT)

Jasmine, Star - (CT)

*King Sago - no longer acceptable - Due to Cycad Scale which is a highly contagious disease*

Lilly, Crinum

Lilly, Flax - (CT)

Myrtle, Crepe - deciduous

Palmetto, Saw Blue and Green - (N)

Philodendron, Lace leaf - (CT)

Ti Plant - (T) Will quickly become a collection of long stems with red leaves at the top. In order to keep a beautiful plant from becoming unsightly cut the tallest stems approximately one foot below the lowest leaf and plant in the ground. Then remove the remainder of the bare stem to within four to six inches from the ground. This is an example of a plant that will be approved conditionally due to the unique maintenance needs.

**Succulents** - This is an incredibly large classification of plants. Many would be acceptable. Some succulents have extremely dangerous thorns and if planting location is not carefully chosen they could be harmful to people passing by. In addition, while many of them are cold tolerant there are many that are extremely tender and will not endure in wet soil.

## **GRASSES, ORNAMENTAL**

Dwarf Fakahatchee - (N)

Red fountain

## **GROUND COVERS**

Day Lilly -

Foxtail Fern

Iris, African - White

Jasmine Minima - (CH)

Lantana, yellow, purple & white

Lariope - (CT)

Mondo grass

Purple Queen - (CT)

*English Ivy - not acceptable*

## **PALMS**

Bismarck - (CH)

Cabbage/ Sabal - (N)

Canary Island Date - (CH)

Chinese Fan, (dwarf)

Christmas - (T)

Pygmy Date - (CT)

Queen Palm - (CT)

Reclinatta - (CT)

Windmill - (CT)

*Washingtonian - Not acceptable for use on residential lawns. It is appropriate for large areas and adjacent to tall buildings.*

### **SHRUBS, SMALL**

Hawthorne, White Indian - (CH)

Holly, Buford, dwarf

Holly, Yaupon - (CT)

Juniper, Blue Pacific - (CH) Suggest caution, this plant is highly susceptible to disease due to growth habit.

Juniper, Parsoni - (CH)

Philodendron, Xanadu - (CT)

### **SHRUBS, MEDIUM**

Alamanda - (T)

Arbor cola - green and variegated - (CH)

Azalea - (CH)

Bottlebrush, dwarf - (CT)

Eugenia - (CT)

Firebush - (CT)

Holly, Yaupon - (CH)

Holly, Dwarf Buford - (CH)

Lorapetalum - (CT)

Oleander - (CH)

Plumbago - white and blue - (CT)

Pittosporum - (CH)

Podocarpus - (CH)

Thryallis - (N)

Viburnum, Sweet and Walters- (CH)

### **SHRUBS, LARGE**

Brazilian Pepper - (invasive - prohibited)

Bottlebrush Standard - (CH)

Myrtle, Wax - (CH)

Oleander - (CH)

Viburnum, Sweet - (CH)

Viburnum, Walters (N)

## **TREES**

### **CITRUS/FRUIT TREES**

Citrus trees are only permitted in the rear yard and limited to one (1) tree per lot. ARC approval is required and the property owner or tenant must agree to the following:

It is required that all dropped fruit, blossoms, etc. are not allowed to accumulate more than three (3) days. It is important to note that failure to do so will likely attract fruit rats and other nuisance animals. These pests may cause a health hazard and at least an unfair inconvenience to your neighbors.

Non-compliance will result in a warning and possible fine by the Compliance Committee. Continued violations may result in the owner being required to remove the tree regardless of when it was planted.

### **ACCENT/ORNAMENTAL**

Bottlebrush (CH) - (can be extremely messy)

Ilex Schilling, weeping (Yaupon holly) - (CH)

Japanese Blueberry - (CH)

Ligustrum - (CH)

Podocarpus, weeping (CH)



# GUEST LIST

STONEBROOK @ HERITAGE HARBOUR

Resident Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

## GUEST NAMES

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

4) \_\_\_\_\_

## VEHICLES

Make: \_\_\_\_\_ Model: \_\_\_\_\_ State: \_\_\_\_\_ Plate: \_\_\_\_\_

Make: \_\_\_\_\_ Model: \_\_\_\_\_ State: \_\_\_\_\_ Plate: \_\_\_\_\_

## LENGTH OF VISIT

Date Arriving: \_\_\_\_\_

Date Leaving: \_\_\_\_\_

Signature of Resident: \_\_\_\_\_

# IMPORTANT INFORMATION & WEB PAGES

## Telephone Numbers

Manatee County Emergency Management .....	1-941-749-3500
Manatee County Chapter American Red Cross .....	1-941-792-8686
Manatee County TDD** .....	1-941-742-5757
Manatee County Citizen Information Center .....	1-941-748-4501
Federal Emergency Management Agency .....	1-800-525-0321
Florida Division of Emergency Management .....	1-850-413-9900
Florida Department of Insurance .....	1-800-342-2762
Dept. of Insurance TDD .....	1-800-640-0886
Storm Hotline** .....	1-800-227-8676
National Flood Insurance Program .....	1-888-225-5353 ext. 445
Small Business Administration .....	1-800-488-5323
DeSoto County Emergency Management .....	1-941-993-4840
Hardee County Emergency Management .....	1-941-773-6373
Hillsborough County Emergency Management .....	1-813-276-2385
Pinellas County Emergency Management .....	1-727-464-3800
Polk County Emergency Management .....	1-941-534-0350
Sarasota County Emergency Management .....	1-941-861-5300

\*=In time of emergency, don't use the telephone to get information or advice, depend on the Local radio and television.

\*\*=Only activated in time of emergency or hurricane.

## Web Pages

American Red Cross .....	<a href="http://www.redcross.org">www.redcross.org</a>
Federal Emergency Management Agency (FEMA) .....	<a href="http://www.fema.gov">www.fema.gov</a>
Florida Division of Emergency Management .....	<a href="http://www.dca.stste.fl.us/dem">www.dca.stste.fl.us/dem</a>
Florida Department of Elder Affairs .....	<a href="http://www.fcen.state.fl.us/does">www.fcen.state.fl.us/does</a>
National Flood Insurance Program .....	<a href="http://www.fema.gov/nfip">www.fema.gov/nfip</a>
National Hurricane Center .....	<a href="http://www.nhc.noaa.gov">www.nhc.noaa.gov</a>
National Weather Service .....	<a href="http://www.nws.noaa.gov">www.nws.noaa.gov</a>
Small Business Administration .....	<a href="http://www.sba.gov">www.sba.gov</a>

# RESIDENT / RENTER REGISTRATION FORM



Date: \_\_\_\_\_

Community Name: STONEYBROOK at HERITAGE HARBOUR, BRADENTON FL

Owner/ Tenant Name: \_\_\_\_\_  Owner  Tenant

Owner/ Tenant Name: \_\_\_\_\_  Owner  Tenant

Primary Phone: \_\_\_\_\_ Alternate Phone: \_\_\_\_\_

Community Street Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Vehicle Information:**

Make	Model	State	Plate Number

**Gated Communities with an Envera Visitors Entre Kiosk:**

**Important:** An account for you will be created at [www.myenvera.com](http://www.myenvera.com). Your username and password will be communicated to you either directly, by telephone, or mailed to you. It is required for you to access your account.

With your username and password, please go to [www.myenvera.com](http://www.myenvera.com) to access your profile. A link to a tutorial is provided at the login page. This will explain the essentials of the system, and how you may interact with it. Please check that the phone number shown for your account is correct. This is important since Envera will call this number to contact you if visitors are not on your Visitor Management list.

Next, go to “Visitor Management”. With the information below, Envera will enter your initial visitor list for you, or you may enter it on your own. You should check this list for any and all relatives, house guests or service providers that you expect on a regular basis.

**Permanent Visitor List:**


**FOR ENVERA USE ONLY:**

Credential Type:		(S)ticker	(C)ard	(O)ther
#1 ( ) _____	#2 ( ) _____	#3 ( ) _____	#4 ( ) _____	

STONEYBROOK AT HERITAGE HARBOUR COMMUNITY  
ASSOCIATION, INC.,  
200 GOLDEN HARBOUR TRAIL BRADENTON, FL., 34212  
P: 941-750-9688 www.stoneybrookhoa.com

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## MULTIPURPOSE ROOM PRIVATE PARTY RENTAL AGREEMENT

RESIDENT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE #: \_\_\_\_\_ DATE OF EVENT: \_\_\_\_\_

TIME OF EVENT: FROM: \_\_\_\_\_ TO: \_\_\_\_\_ TYPE OF EVENT \_\_\_\_\_

NUMBER OF GUESTS: \_\_\_\_\_ ALCOHOL BEING SERVED: YES \_\_\_\_\_ NO \_\_\_\_\_

### TERMS and CONDITIONS

All functions must be sponsored by a homeowner or registered tenant and must be for his/her own use for private social events.

THE RECREATION CENTER CANNOT BE USED FOR:

1. Public events where the general public is invited.
2. Any public advertised event
3. Any fundraising event
4. The selling of products or services for profit
5. An event for over 100 persons (Fire code limit)
6. Political events
7. Religious events

\*The only portion of the multi-purpose room being rented is the main hall, the kitchen and the bathrooms. Guests are not to use the other facilities on the property.

\*The rental fee is \$360.00 for up to four hours.

\*The center will not be available for events lasting more than four hours. All events must end by 10:00 P.M. For any event lasting more than 1/2 hour after the contracted ending time there will be \$50.00 held from their deposit for each additional 1/2 hour, but no event shall last past 10:00 P.M.

\* A deposit of \$200.00 will be charged for after hour events not serving alcohol. All deposits are to be paid two weeks prior to the event. (Renters indicating they will not serve alcohol and found to be doing so will forfeit their entire deposit).

\* Deposit of \$500.00 will be charged for after hour parties serving alcohol. All deposits are to be paid two weeks prior to the event.

\*All fees are due two weeks in advance of the event. Management will have the discretion to waive some or all of these fees if service is not needed.

\*The center will be inspected following the event for cleanliness and/or damage. Any extra cleaning costs and/or damage repair costs will be deducted from the deposit.

\*The balance of any remaining deposit balance will be refunded within thirty (30) days of the date of the event.

\*If a cost to clean and/or repair the facility exceeds the amount of the deposit the renter shall be responsible for any additional cost. If the renter fails to pay for the additional cost as requested by the Manager, the renter shall be responsible for all costs and fees associated with collections and/or legal fees.

\*The renter agrees that for events being held after hours and serving alcohol, the Association may hire an off duty sheriff as security for the center, at the renter's expense. These fees must be paid two weeks prior to of the event.

\*I understand that as a resident and host of this event, I am required to be in attendance throughout the entire event, failure to comply with this agreement will result in the termination of the event/party I am responsible for my guests and will be held liable for their acts while on the Stoneybrook Recreational Campus. I understand that I should be the last person to leave the event, and understand that failure to comply with the terms of this agreement will result in the forfeiture of my deposit.

### **General**

\*Occupancy capacity, use and other safety factors shall be observed at all times.

\*The facility shall not be used for sales, or promotional purposes, or for monetary or pecuniary gain of any form or nature.

\*Failure to comply with any of the terms of the Rental Agreement shall cause the individual and/or group to forfeit the privilege to reserve the facility for one (1) year.

\*No fee shall be prorated for a portion of an hour.

\*The renter shall be responsible to provide dishes, cups, eating and serving utensils, dish soap, kitchen and table linens, as they are not provided by the Rec Center.

\* Equipment or decorations shall be used in such a manner as to prevent damage of any kind to the Rec Center and its furnishings.

\*No decorations will be permitted which are taped, stapled, tacked, nailed or otherwise fastened to the chairs, tables, walls, ceilings, floors, windows or doors of the facility.

\*Rental of the facility includes the rental of the tables and chairs as noted in the rental agreement.

\*Renter is responsible for the set up and clean up for the event. This includes, but is not limited to cleaning floors, emptying trash to the appropriate trash dumpsters and wiping off tables, chairs, kitchen counters and sinks.

\*No food or drink products are to be left behind.

\*The renter is responsible to leave the parking lot free of trash and debris from the event, such as rice, seed, vehicle decorations, trash, and cigarette butts.

The undersigned does hereby agree to all terms and conditions of this agreement.

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE : \_\_\_\_\_

APPROVED: \_\_\_\_\_

**\*A Non-refundable Administration fee of \$200.00 must accompany Transfer Form. Prior to arrival, criminal background checks are required for all prospective Tenants over age 18.**

## **Transfer of Membership from Owner to Tenant**

**STONEYBROOK AT HERITAGE HARBOUR COMMUNITY ASSOCIATION, INC.**

**200 Golden Harbour Trail**

**Bradenton, FL 34212**

**Ph: 941-750-9688 Fax: 941-750-9363**

**Owner's Name** \_\_\_\_\_

**Address of Rental Property:**

\_\_\_\_\_

**Tenant Name:** \_\_\_\_\_

**Tenant Telephone:** \_\_\_\_\_

**Start Date of Lease:** \_\_\_\_\_

**End Date of Lease:** \_\_\_\_\_

**Telephone and Address where Owner can be reached:**

\_\_\_\_\_  
**Stoneybrook member acknowledges that transfer is for a minimum of thirty (30) days and that member does not have membership privileges for the duration of the transfer.**

**Signature of MEMBER:** \_\_\_\_\_

**Signature of TENANT:** \_\_\_\_\_

**Transfer of Memberships acknowledges abiding all Rules and Regulations set forth by the Board of Directors. \*Please note that you can only rent your home four (4) times within one calendar year.**

The administration fee of \$200.00 should accompany the Transfer Form and all documents must be submitted in advance of the lease start date, to a staff member. Upon arrival, Tenants are advised to come directly to the Rec Center at 200 Golden Harbour Trail to complete the formal Transfer of Membership, purchase gate cards, register with gate security, and receive community information.

## **Waiver and Release of Liability for All Claims**

All residents and guests who participate in fitness activities, or any other activity or event held on these premises, will be doing so at their own risk and on a volunteer basis. Residents (or guests) are encouraged to consult a physician prior to participating in fitness activities.

In consideration of being allowed to participate in any way in the Stoneybrook at Heritage Harbour athletic/sports program, and related activities, the undersigned:

1. Agrees as the responsible resident of \_\_\_\_\_, or as parent/legal guardian of afore mentioned a minor, or visitor, to report any condition prior to beginning activity that might be affected by participating in the intended activity.
2. Acknowledges and fully understands that each participant will be engaging in activities that involve risk of injury that might result not only from their own actions, inactions or negligence but the actions, inactions or negligence of others or the condition of the premises or of any equipment used. Further, there may be other risks not known to us or not reasonably foreseen at this time.
3. Assumes all foregoing risk and accepts personal responsibility for the damages following such injury, permanent disability or death.
4. Releases, waives, discharges and covenants not to sue Stoneybrook at Heritage Harbour Community Association, its affiliates, their respective Administrators, directors, staff, instructors and other employees of the organization, other participants, sponsors, and if applicable, lessees of premises used to conduct the event, all of which are thereafter referred to as releases, from any and all claims, demands, losses or damage on account of my injury, disability, death or property damage and the injury, death, or property damage sustained by the minor named above, caused or alleged to be caused in whole or in part by the negligence of the releases or otherwise.
5. Participant(s) agree to indemnify the Releases and each of them from any loss, liability, damage, or cost, including attorney's fees, that releases may incur as a result of the participation by the participant(s) or the minor child or children names in this release of all claims in any fitness activities or other activities or events held on the premises of Stoneybrook at Heritage Harbour Community Association, Inc., whether such loss, liability or damage is caused by the negligence of releases or otherwise.

\_\_\_\_\_  
Participant #1 Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Participant #2 Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone



**STONEYBROOK AT HERITAGE HARBOUR COMMUNITY ASSOCIATION**  
**200 Golden Harbour Trail**  
**Bradenton, FL 34212**  
**Ph.: 941-750-9688 Fax: 941-750-9363**

**Resident Information for Cards & Stickers**

Date of Registration: \_\_\_\_\_

Property Address: \_\_\_\_\_

Owner's Name: \_\_\_\_\_

Owner's Phone Number: \_\_\_\_\_

Tenant's Name: \_\_\_\_\_

Tenant's Phone Number: \_\_\_\_\_

Owner/Tenant Signature: \_\_\_\_\_

Gate Cards Purchased (\$10/Card): \_\_\_\_\_

Gate Stickers Purchased (\$15/sticker): \_\_\_\_\_

Entered in Emerge \_\_\_\_\_

Entered in Mail Chimp \_\_\_\_\_

Stoneybrook Community Association, Inc.  
ARCHITECTURAL REVIEW COMMITTEE

GUIDELINES and REQUIREMENTS

WHEN DO WE NEED ARCHITECTURAL COMMITTEE REVIEW?

No building, structure or other improvement shall be erected or altered, nor shall any grading, excavation, landscaping, change of exterior color, or other work which in any way materially alters the exterior appearance of any structure, Lot, Living Unit, or Neighborhood Common Area be performed without the prior written approval of the ARC. In obtaining said written approval, an owner or any other person applying shall comply with the applicable requirements and procedures.

ARC PROCEDURES: The ARC shall have the power, subject to and limited by the guidelines of the approved regulatory permits of Southwest Florida Water Management District, the County, the US Army Corps of Engineers and the PDMU, the Heritage Harbour Master Governing Documents, and the DRI, to:

- 1) Propose the adoption, modification or amendment by the Board of Directors, of written Design Review Guidelines which shall set forth such things as design requirements, landscape materials, construction standards and colors and materials which the ARC finds acceptable. Said Guidelines shall be consistent with provisions of this Declaration, and shall not be effective until adopted by a least a majority of the whole Board of Directors at a meeting duly called and noticed. Notice of any adoption, modification or amendment of Design Review Guidelines, including a verbatim copy of the proposed modification or amendment thereof, shall be mailed to each Neighborhood Association at least thirty (30) days prior to the Board meeting at which such action is to occur;
- 2) Require submission of the ARC of complete plans and specifications for any building, structure or other improvement; or any grading, excavation, landscaping, change of exterior color, or other work which in any way materially alters the exterior appearance of any structure, Lot or Neighborhood Common Area. The ARC may also require submission of samples of building materials or colors proposed for use on any Lot, and may require such additional information as may reasonably be necessary for the ARC to fully evaluate the proposed work.
- 3) Approve or disapprove the erection or alteration of any building, structure or other improvement; or any grading, excavation, landscaping, change or exterior color, or other work which in any way materially alters the exterior appearance of any structure, Lot or Neighborhood Common Area. All decisions of the ARC shall be forwarded in writing to the Board. Any person aggrieved by a decision of the ARC shall have the right to make a written appeal to the Board within thirty (30) days after notification of the decision, shall, in all events, be final, and shall not be unreasonably delayed.

- 4) Adopt procedures and a schedule of reasonable fees for processing requests for ARC review. Fees, if any, shall be payable to the Community Association, in cash or check, at the time the request is submitted to the ARC.
- 5) Adopt procedures for inspecting approved changes during and after construction, to ensure conformity with approved plans

**ARC CODE OF CONDUCT:**

- 1)ARC should strive for the common good of HOA while foregoing personal agendas.
- 2)Conduct itself above reproach and avoid appearance of impropriety,
- 3)Interact with respect with residents, HOA board and community management.
- 4)Individual members should not participate in discussion of an application or vote upon its approval if there is a personal conflict.

**ENFORCEMENT:** Any decisions of the ARC shall be enforced by the Neighborhood Association involved, as well as by the Stoneybrook Home Owners Association.

**REQUIREMENTS OF ARC:**

***Air Conditioners/Mechanical Equipment:*** Window air conditioning or heating units are not permitted. Wall air conditioning or heating units will be considered on a case-by-case basis.

***Antennas (Ham Radio, TV, Communication):***

- 1) No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or Tract or upon any improvements thereon, unless expressly approved in writing by the Architectural Review Committee, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Federal Telecommunications Act of 1996, as amended from time to time.
- 2) Satellite dishes must be approved by ARC before being installed. They are required to be attached to the home in the side or rear yard. If installed on the side of the home, the placement must be at least more than half of the distance to the back of the house, not visible from the street or neighboring properties, and integrated with the residence and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules. Antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations.

***Arbors: (See Awnings and Temporary Factory-Built or Existing Structures)***

Free Standing Arbors and Pergolas are not allowed.

***Artificial Landscaping: (See Landscaping) Not Allowed***

***Awnings:***

- 1) Installation of any awning, whether fixed or retractable, requires the approval of the ARC.
- 2) All awnings must be either striped or solid and match the color of the house or be of attractive contrasting colors.
- 3) Fixed and retractable awnings may only be installed inside the homeowner's lanai cage or on the rear exterior walls of the house.
- 4) No awning may be installed on the front of the house or exterior side of the house.
- 5) The frame of any retractable awning installed on an exterior wall must be made of sturdy material.

***Basketball Hoops/Courts:***

- 1) Permanently installed basketball hoops, including those affixed to the house, are not allowed.
- 2) Any portable basketball hoop must be removed and placed indoors during severe weather.
- 3) The colors should be as neutral and unobtrusive as possible.
- 4) The basketball hoop must be placed on the driveway as close to the house as possible but in no event closer to the street than 15 feet.

***Beds, planting (See Landscaping):***

***Birdhouses, Bird Feeders, Birdbaths:***

- 1) Birdhouses and Bird Feeders: Must be in rear yard and not visible from the street.
- 2) Birdbaths.
  - a. Require ARC approval. They will be considered on a case-by-case basis.
  - b. A color picture of the birdbath must accompany the homeowner's request. Information on the dimensions and material must be supplied.
  - c. A picture of the proposed location, which clearly shows the color of the house and the surrounding landscape, must also be submitted.

***Clothes Drying Area:*** No outdoor clothes drying area shall be allowed unless its location and design are approved in writing by the ARC.

***Compost Bins:*** Not Allowed

***Decorations, Holiday:*** Lights and other decorations customary for holidays are welcome. They must be temporary in nature. Holiday decorations may be displayed four weeks before the holiday and two weeks after the holiday and/or in accordance to Heritage Harbour Master Association or Stoneybrook Association decorating time period.

***Decorative Items: (See Porch (Front) or Portico Furniture)***

- 1) Decorative items, including decorative and planting pots, may be placed in planting beds.
- 2) The total number of decorative items on a property should to exceed 9. Any additional items beyond 9 require ARC approval.
- 3) The maximum height of decorative items is thirty inches (30").
  - a. Decorative fountains, statues, English garden globes, and birdbaths require ARC approval. They will be considered on a case-by-case basis. A color picture of the fountain, statue, or birdbath must accompany the homeowner's request. Information on the dimensions and material must be supplied. A picture of the proposed location, which clearly shows the color of the house and the surrounding landscape, must also be submitted. English Garden Globes are not permitted in the front of the home.
  - b. Wall ornaments outside the entryway of the home and visible from the street require ARC approval.
  - c. Shepherds' Hooks over 30" tall are prohibited.
  - d. Window Boxes are prohibited.
  - e. Benches may have a maximum height of thirty (30) inches and are permitted in the planting beds adjacent to the front of the home, no more than ten (10) feet from the front of the house. They must be an earth tone color. Benches are also permitted in the recessed entryway of the home or on the entrance walkway.

***Dog Fences: (See Fences)***

***Door/Window Treatments (See Window & Window Treatments; Window Screens and See Garages)***

***Driveway/Sidewalks:*** Driveways and parking areas must be poured concrete or poured concrete with concrete paver blocks, or another surface area approved by ARC. There will be no Grandfathering in of walkways, especially in non-home owner's areas, such as villas/carriage/coach homes. Individual association's approval should be obtained along with the ARC approval.

- 1) Any public walkways that have been painted must be stripped.
- 2) Grandfathered driveways much adhere to the new ARC guidelines when staining/painting.

- 3) The only approved colors for staining of driveways and/or walkways are concrete sand (Scott #706) and gull gray (Sherwin-Williams #HC132), or similar to sample provided. The aforementioned should be xylene-based products. You may also use, if you wish, a concrete gray color acrylic urethane product.
- 4) Change request must be accompanied by a proposal from your contractor specifically stating that each of the six steps set forth in the job specification information (below) will be performed as written and that the products listed above, (or equivalent will be used). (\*Separate form needs to be signed and on file by owner. Once sheet for the xylene-based product and another for the acrylic urethane product.)
- 5) Recommended Procedure: A sample of the proposed material must be submitted along with the color of the house and roof, a detailed material specification sheet, as well as a drawing showing the area to be modified.

a. *Job Specification* for Stoneybrook @ HH (**Xylene-based Product**)

- i. Acid etch
- ii. Pressure wash
- iii. Patch cracks using U.G.L concrete patch or equivalent
- iv. Apply thinned coat of xylene-based concrete stain (one quart of xylene per gallon of stain.)
- v. Let dry for (8) eight hours.
- vi. Apply second coat of xylene-based concrete stain full strength, (not thinned), to full opacity.

b. *Job Specification* for Stoneybrook @ HH (**Acrylic-latex Product**)

- i. Pressure wash off all dirt, debris, mildew, etc.
- ii. Thoroughly remove any grease or oil with a degreasing agent.
- iii. Prime the surface with one coat of latex surface conditioner white, thinned by 25% water.
- iv. Allow (2) two hours dry time
- v. Apply Scott #750 Aquadeck (or similar product) at full strength. Allow (12) twelve hours to dry.
- vi. Apply second coat if desired.

- c. Important note: Aquadeck #750 is a non-toxic product. However, in cool temperatures or high humidity, it requires an extended period to cure properly.

WE recommend 72 hours before driving on a surface coated the #750 Aquadeck.

***Edging, Plant Beds:***

- 1) Shrub and flower bed edging must be properly installed and maintained and approved by the ARC.
- 2) It is recommended that edging must be natural in appearance, such as wood edging, paver edging or seamless concrete edging.
- 3) Edging may not rise more than six (6) inches above ground level.

***External Walls: (See Walls)***

***Fences: (See Dog Fences)***

Must be approved by the ARC.

- 1) Only invisible fences are allowed and must be underground.
- 2) Invisible fences may be installed only in the side and rear yards of a home and must be within the side and rear property lines.
- 3) Invisible fences on the side of a home must be set back at least twenty five feet (25') from the front of the home.
- 4) On corner lots, invisible fencing may not extend past the secondary street side of the house

***Fire Hydrant Accessibility:*** In accordance with the Florida Fire Prevention Code, 2006 edition, 1.18.3.3.1, landscape clearance for the fire hydrants are to be (7.5') seven and one half feet in front and to the sides of a fire hydrant, and (4) four feet clearance to the rear of the hydrant.

***Flags and Flagpoles:*** A flagpole may be permitted if its design and location is first approved by the ARC.

- 1) An approved flagpole shall not be used to mount an antenna. This provision is intended to protect residents from unreasonable interference with television reception, electronic devices, and the operation of home appliances, which is sometimes caused by the operation of ham radios, CB base stations or other high-powered broadcasting equipment. Installation requires that an ARC form be submitted before installation.
- 2) Any homeowner may erect a freestanding flagpole no more than 20 feet high on any portion of the homeowner's real property, regardless of any covenants, restrictions,

bylaws, rules, or requirements of the association, if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement.

- 3) The homeowner may further display in a respectful manner from the flagpole, regardless of any covenants, restrictions, bylaws, rules or requirements of the association, one official United States Flag, not larger than 4 ½' feet by 6 feet, and may additionally display one official flag, of the state of Florida or the United States Army, Air Force, Marines, or Coast Guard, or a POW\_MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. “
- 4) The flagpole and display are subject to a; building codes, zoning, setbacks, and other applicable governmental regulations, including, but not limited to, lighting ordinances in the county or municipality in which the flagpole is erected and all setback and location criteria contained in the governing documents.
- 5) Brackets may be attached to the house or garage to hold a pole for a flag which is no larger than 4- 1/2 feet by 6 feet. b. The American flag will be flown in accordance with U.S. Code.

***Fountains: (See Decorative Items)***

***Garages: (See Parking, Screens, Door/Window Treatments)***

- 1) Windows on garage walls that face the street must have window treatments.
- 2) Owners may install retractable screen doors on entry doors. The screen door housing must match the color of the door frame.
- 3) Owners may install retractable screen doors on overhead garage doors. The screen housing must match the color of the door frame.
- 4) Conversions of garages to living space or other uses are only approved if properly permitted by County and exterior of garage is left unaltered and ARC approved.

***Garbage:***

- 1) All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool and spa equipment and housing and sprinkler pumps and other such outdoor equipment must be underground, or placed in areas not readily visible from adjacent streets, or adequate landscaping must be used as screening around these facilities and maintained by the owner or Neighborhood Association.

***Generators:*** Permanently installed generators are allowed, but must have ARC approval before installation. Generators are to be used for emergency purposes only when commercial electrical power is not available.

- 1) Submission of information must include the manufacturer's specifications for the unit, wiring, mounting, and sound level production.



- 2) All installations of generators must comply with state and county regulations. A county permit is required.
- 3) The installation must be a least 5 feet from any door or window opening, and at least 10 feet from your neighbor, and sound levels produced by the generator may not be greater than 72db(A) @ 23 feet while operating at a full load be on a concrete pad.
- 4) The generator must be screened from public and neighbor view by the use of a wall or approved landscape materials, for example, medium shrubs as described in the Planting Palette.
- 5) Adequate clearance must be provided for maintenance purposes, with an opening no wider than 2 feet to permit maintenance access.
- 6) Installation of a wall around the unit would require adequate air circulation per the manufacturer's specifications. The wall or shrubbery screen may be no more than six inches (6") higher than the equipment. If a wall enclosure is used, the wall must be constructed of concrete block covered with stucco and painted to match the exterior of the home.
- 7) The generator must be installed professionally. It must be plumbed by a licensed plumber and electrically connected by a licensed electrician.

**Grandfathered Designs:** All restrictions include a "grandfather" clause. Such a clause means that an installation may continue to exist if legitimately installed or begun prior to the implementation of a later restriction.

- 1) Items or actions are "grandfathered" only until a home is sold then all future changes to the property must adhere to the most recently approved ARC guidelines.
- 2) Items which required ARC approval prior to installation at the time they were installed but did not receive approval cannot be "grandfathered".

**Gutters:** May be added at any time with approval from ARC.

- 1) The color must match the approved fascia color or be white. Gutter downspouts may remain their original color or be painted to blend with the body and trim colors behind them.
- 2) Gutter downspouts may not extend beyond the landscaping beds alongside the body of the house, unless buried.

**Hedges:** Installation of hedges requires ARC approval. A 'hedge' as used herein is defined as a boundary formed by a dense row of shrubs or low trees.

- 1) Decorative hedges or hedges used as screens for mechanical devices, etc., are considered to be part of planting beds. Please see Planting Palette, for approved hedge shrubs.
- Hedges, Privacy.

- 2) "Privacy Hedges" are any linear hedge placement that is planted outside the foundation planting beds (e.g., away from the home), and is intended to screen views of the home from other areas. Privacy hedges require ARC approval.
  - a. Privacy hedges are allowed only at the rear of homes where the rear of the home is immediately adjacent to another home, or on the sides of homes. Hedges on the sides of homes must have at least a twenty five foot (25') setback from the front corner of that side of the home and cannot extend past the rear of the home, inclusive of any cage.
  - b. Privacy hedges on the secondary street side of corner lots may extend to the back property line with ARC approval.
  - c. Privacy hedges must be fully contained within the homeowner's property, and are allowed only where there is sufficient space to accommodate the width of the fully-grown hedge, other landscaping and a walkway.
  - d. Privacy hedges may not be planted in easements.
  - e. The maximum height of a privacy hedge must be approved by the ARC based on existing circumstances and be is to be in compliance with County regulations and DOT requirements.
  - f. Privacy hedges in place as of December 2015 are "grandfathered" in perpetuity. Removal and replacement of any "grandfathered" hedge by the homeowner require ARC approval.

***Hot Tubs, Pools and Spas: (See Swimming Pools, Spas, Hot Tubs))***

***Hurricane Shutters: (See Shutters, Hurricane)***

***Landscape/Plant Bed Changes:***

- 1) Any changes that include removal or addition of any plantings that are currently installed must be approved through the ARC Committee prior to making the changes.
- 2) Any new plantings, except annual plants and/or unless they are replacements of in-kind plants, should be approved by the Architectural Review Committee.
- 3) Owners should review Resident Planting Palette (Resolution dated 12.6.2011) for approved plantings. Request for other plants not on the Resident Planting Palette will be considered by the ARC on a case-by-case basis.
- 4) No artificial plants are allowed.

It is advisable to use Florida Friendly plants. Be sure to explore the Plant Data Base and the interactive Yard Designer tools at [www.floridayards.org](http://www.floridayards.org). For an excellent list of plantings, for this area, please visit [www.floridate.com](http://www.floridate.com).

***Lanai/Lanai Extensions:***

- 1) Enclosures should be designed as an integral element of the dwelling.
- 2) The roof of any cage must not exceed the height of the house.
- 3) All enclosures must be screen, and framing bronze in color.
- 4) Enclosures are not to exceed the exterior width of the house.
- 5) Properties that currently have white colored enclosures are “grandfathered” only until the home is sold or the installation is removed, then all future changes must adhere to the revised guidelines.

***Lighting:***

- 1) All exterior lighting of structures or landscaping shall be in accordance with plans approved by the ARC. Adherence to the following restrictions, otherwise, ARC approval is required: Includes low intensity landscape lighting, flood lights and motion detector lights. Outside lighting should be positioned and operated such that it does not cause problems with neighboring properties and/or common areas. Any exterior light that is determined to be a nuisance to neighbors will be considered a violation. The owner will be required to adjust or remove the light.
- 2) Colored and blinking lights are not allowed except customary holiday decorations, which do not unreasonably disturb other owners or occupants of the Community.
- 3) Notwithstanding the foregoing, owners of lots located adjacent or within the vicinity of the park commonly referred to as “Central Park” may be affected by the illumination of park lighting.

***Mulch: (See Rocks - Decorative)***

- 1) Approved mulches include cypress, pine bark, pine straw, treated eucalyptus and treated melaleuca. Eucalyptus and melaleuca are environmentally friendly "green choice" mulches but are considered to be invasive species. Mulch made from these trees must be properly treated to prevent the mulch from rooting.
- 2) Inorganic mulch materials, such as rock, stone and gravel, or synthetic mulch material must be approved by the ARC on a case by case basis.
- 3) Properties currently (as of the date of the approval of these guidelines) having rock, stone and gravel, or synthetic mulch are grandfathered. However, when property is sold to new resident, all future changes to the property must adhere to the new guidelines above.

***New Construction:*** All additions to the exterior of the home must be preapproved by the ARC. This includes: screening, hurricane shutters, pool and spas, gutters, landscape borders, sheds, satellite dishes, flag poles, landscaping and fountains. ARC forms are available at the Recreation Center.

***Painting:***

- 1) Exterior colors will be approved as long as they are the same as the original or consistent with the current paint colors in the community.
- 2) Until a more formalized list is put together, the current painting palette consists of all colors currently in the Community as of the date of the approval of this document by the Stoneybrook Association Board of Directors. Until that time, all colors will be considered on a case-by-case basis by the ARC.
- 3) All exterior painting of a property must be approved by the ARC even if they property is being repainted the current color of the home. (Owner to provide: Name Brand, Paint color name of paint and paint number)
- 4) Grandfathered properties that have changed from the original color palette at the time Stoneybrook was built, but later approved by ARC prior to this document, do not automatically get re-approval of their current color.

***Patios, Lanai, and Patio Extensions: (See Lanai/Lanai Extensions)***

***Pergolas: (See Awnings and Temporary Factory Built or Existing Structures)***

***Play Sets: (See Swing Sets/Child Playground Equipment):***

***Pools (Swimming), Spas, Hot Tubs: (See Swimming Pools, Spas, Hot Tubs)***

***Porch (Front) or Portico Furniture: (See Decorative Item)***

- 1) May contain furniture designed for outdoor use.
- 2) Flowerpots intended for outdoor use are also permitted.
- 3) All front enclosures when requesting change must be bronze in color.

***Preservation Areas:***

- 1) It shall be the responsibility of each Owner, at the time of construction of a building, residence or structure, to comply with the construction plans for the surface water management system serving The Lands pursuant to Chapter 40D-4, Florida Administrative Code, approved and on file with SWFWMD.
- 2) No Owner may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas or upland conservation areas described in the SWFWMD permit and/or recorded plat for the applicable portion of The Lands, unless prior approval is received from the SWFWMD, pursuant to Chapter 40D-4.14, Florida Administrative

***Rain Barrels:*** ARC approval is required and only with adherence to the following restrictions:

- 1) Barrels must be concealed with landscaping.

- 2) Location is limited to sides and rear of yard.
- 3) Only corrosion-resistant materials are allowed.
- 4) A “mosquito-proof” cover is required, and the barrel is to be connected to the guttering downspout.
- 5) Gutter-free rain barrels are not allowed.

**1) Rocks (Decorative):**

- 1) Decorative rocks may be used as trim for driveways, sidewalks, and planting beds. Only one type of rock may be used throughout, and the width of the trim strip shall be 2 feet or less.

2) Decorative rock may also be used for drainage purposes: - between shrubs and the perimeter of the house and pool cage, not to extend into the planting beds, - around pool equipment such as pumps and pool heaters, and - at discharge areas for roof gutters or other areas subject to drainage problems or erosion.

- 1) Decorative rocks are approved on a case-by-case basis.
- 2) Reference Guide for “suggested” Decorative Rocks is included in packet in the appendix.

***Roof Replacement:***

- 1) Roofs which are replaced or repaired with the same style and same color of current roof are allowed.
- 2) Replacement roofs using a different style or color roofing material require ARC approval. For all replacement roofs, vents, exposed flashing, cement seams, etc. must be painted to blend in with the color of the roof.
- 3) Replacement roof colors are limited to the current colors as seen and exist in the community.

***Roof Vents/ Solar Collectors: (See Solar Collectors/Roof Vents)***

***Screen Doors / Entry Enclosures: (See Door/Window Treatments and Window Treatments)***

***Screens: Security and Hurricane Screens. (See Window Screens)***

- 1) Permanently installed security/hurricane window screens are allowed but require ARC approval.
- 2) The appearance of window screens should be compatible with the style and color of the home on which they are installed and its neighborhood.
- 3) Screens should be mounted within the door or window "well" wherever possible.

- 4) The frame color should be selected to match the color of the window frame or home trim.
- 5) Screens should be easily opened from the interior of the home to permit emergency egress.
- 6) Installation requires obtaining the appropriate building permits, and the screens should be installed by a licensed installer. **HOMEOWNERS ARE SOLELY RESPONSIBLE FOR VERIFYING PERFORMANCE CLAIMS FOR SUCH PRODUCTS AND THEIR COMPLIANCE WITH CURRENT FLORIDA CODES.**

***Screens/ Window: (See Window Screens)***

***Sheds, Storage:***

- 1) All storage sheds must be placed inside the lanai. ARC approval is required.
- 2) Existing storage sheds not in a screened cage, but approved by the ARC prior to the adoption of this proposal are "grandfathered" until such time as the house is sold, then all future changes must adhere to date of the new guidelines. Sheds not previously approved and not in a screened cage must be removed

***Shutters (Decorative):***

- 1) Shutters may be a color chosen from the Stoneybrook Color Palette as the color for the body of the home or a trim color with ARC approval.
- 2) All replacement of hurricane shutters requires ARC approval.

***Shutters (Hurricane): (See Window & Window Treatments)***

- 1) Any hurricane or other protective devices visible from the outside of a home or unit shall be of a type as approved by the ARC, and in accordance with the guidelines as promulgated by the ARC.

***Sidewalks (see Driveways)***

***Solar Collectors / Roof Vents:*** Solar collectors, roof vents and other installations on the roofs of structures shall be permitted only at locations approved in writing the ARC, and may be required to be screened from view by landscaping or other suitable visual barrier.

Review the following information before signing any contracts or purchasing materials.

- 1) Solar panels are permitted as a matter of law; however the Association has the right to place certain conditions on the installation and to require that a modification request form be submitted prior to installation of the panels.
- 2) A signed copy of the "Installation of Solar Panels" agreement form found in the FORMS section is also required.

- 3) *Equipment Specifications.* An illustrated brochure clearly depicting the unit and the materials to be used in the installation must accompany the application. A construction drawing for the proposed installation must be provided. The drawing must show the location and number of collectors, as well as the method of attachment to the roof structure and the location of any other exterior system components. Aluminum trim, if used and visible, must be anodized or otherwise color treated. A system approval, issued by an authorized rating organization (such as SRCC or FSEC) must also be provided.
- 4) *Location of Panels.* In accordance with Section 163.04 of Florida Statutes, the Association reserves the right to select the side of the roof for the solar panels, (south, or within 45 degrees east or west of south). In addition, the Association reserves the right to choose the specific position on the side of the roof that was selected. These conditions are intended to minimize the visual impact and to reduce the amount of piping on the roof. Solar collectors must not be visible from the front of the house.
- 5) *Piping.* Piping normally is limited to the same side of the roof that the panels are on. The ARC may approve other routings for the piping that are designed to minimize the visual impact of the piping while maintaining the efficiency of the system. Piping and pipe mounting hardware on the roof must be painted to blend in with the color of the roof. Piping and pipe-mounting hardware on the side of the home must be painted to blend in with the color of the home.
- 6) *Screening Requirements.* Upon site inspection it may be required, (when reasonably possible and space permitting), that the homeowner plant palm trees or other landscape material designed not to screen the equipment but to soften the visual impact.

***Swimming Pools, Spas, Hot Tubs:* ARC approval is required.**

- 1) All residential pools must meet the pool safety feature requirements set forth in the Florida statutes and Manatee County Codes.
- 2) All pools shall be in ground.
- 3) Pools, Spas and Hot tubs may not be visible from the front street.
- 4) They must be enclosed in a cage or screened area
- 5) Child Safety fencing is County required.
- 6) Enclosures shall be consistent in design, color, and material with the Architectural theme, and must conform to the roofline.
  - a. Privacy screening for spas and hot tubs must be mounted within the caged area. It must be painted white or tinted to match the metal of the cage.
- 7) The height of the cage shall not exceed the roofline of the house.

- 8) All electrical utilities, pumps and piping need to be screened from view with approved landscape using approved landscape from the Stoneybrook Planting Palette.
- 9) It is against EPA regulations to drain a pool, spa or hot tub into a lake.
- 10) Please make sure all items are included with your request for approval from the ARC.
  - a. Surveyed site plan indicating the location of the structure and any supporting devices (pumps, heaters, piping, etc.)
  - b. Drawing and/or photograph of spa or hot tub and supporting devices, including dimensions and spec. sheet, if available.
  - c. Access sheet signed by the owner of the adjacent property if any materials, equipment, etc. are to be moved over that owner's property during the installation or landscaping of the spa or hot tub or supporting devices.

***Stepping Stones:*** ARC approval is required.

- 1) Stepping stones may only be installed in mulched plant bed areas.
- 2) All stepping stones must be installed in compliance with the guidelines below:
  - a. Stepping stones are not permitted in any areas of sod on the front of the house and may not be installed as a solid pathway.
  - b. Only natural stone or concrete stepping stones are permitted, and the stepping stones should have a natural or concrete color.
  - c. Installed stepping stones should be properly spaced, level, and stable, and maintained to provide a safe walking space.
  - d. It is highly recommended that a suitable base, such as “#250 sand base” be used under each stepping stone to prevent cracking and shifting of the stone. It is also recommended that a minimum width of 12” and a minimum 2” thickness is required for all stones.

***Streets (See Parking / Playing)***

***Swing Sets / Childs Playground Equipment: (See Play Sets)***

- 1) Require ARC approval whether inside or outside of the lanai.
- 2) Portable play equipment and playhouses must be stored when not in use.
- 3) Swing sets and children's playground equipment may only be placed in the rear of a home and must not extend past the side perimeter.



***Temporary Factory-Built or Existing Structures: (See Arbors/Pergolas)***

No structure of any kind of what is commonly known as “factory-built”, “A modular”, or “mobile home” type construction shall be erected without the prior written permission of the ARC. No tent, canopy, arbor, pergola, trailer or temporary structure unless its size, appearance and temporary location on the Lot have first been approved by the Architectural Review Committee.

***Tents:*** Tents for celebrations or for children's overnight activities may stay up for a twenty four-hour period. Examples include but not limited to; Inflatable bounce house, ball pit, castle, etc. Note: Manatee County requires a permit for any tent larger than (10) ten ft by (10) ten ft.

***Trampoline:*** Strictly prohibited.

***Trash Containers / Yard Waste (Also see Garbage)***

***Trees (see Landscaping and SB Resident Planting Palette)***

- 1) *Street Canopy Trees* are required under the Manatee County Land Development Codes. This required landscaping is to be maintained and pruned in a manner that preserves the natural shape and growth characteristics of the species.
  - a. Manatee County required the planting of street trees as part of the development process of our community. These trees are generally a Live Oak canopy tree.
  - b. Street Trees may not be removed by a homeowner unless County and ARC approval is given. Replacement with a different type of tree also requires approval from Manatee County Building & Development Services, Urban Forestry Department. A permit and fee is required. Please call 941-748-4501 ext. 6204.
  - c. All approvals must be submitted to the ARC and the property manager’s office for recording in the documents of the Association.
  
- 2) *Trees, Accent and Ornamental.*
  - a. Changing or adding accent or ornamental trees in the homeowner's landscape require ARC approval.
  - b. Replacing an accent or ornamental tree that has died, does not require ARC approval IF the homeowner selects a replacement tree from the approved planting palette. The replacement tree must be at least the minimum size noted in the Planting Palette and planted in approximately the same location as the original tree.
  - c. Replacement with a tree not on the approved planting palette or planting the replacement tree in a different location requires ARC approval.

3) Trees, Citrus.

- a. Citrus trees are only permitted in the rear yard
- b. Citrus trees are limited to one (1) tree per lot.
- c. ARC approval is required and the property owner or tenant must agree to the following:
  - i. It is required that all dropped fruit, blossoms, etc. are not allowed to accumulate more than three (3) days. It is important to note that failure to do so will likely attract fruit rats and other nuisance animals. These pests may cause a health hazard and at least an unfair inconvenience to your neighbors.
  - ii. Non-compliance will result in a warning and possible fine by the Board of Directors. Continued violations may result in the owner being required to remove the tree regardless of when it was planted.

4) Minimum sizes for replacement plants: If you have been advised by the HOA that it is necessary to replace certain plants on your property the following guideline should be used when purchasing the replacements.

- a. *Large Trees*, (12') height, (5') spread, (4') clear trunk, container grown.
- b. *Accent/Ornamental Trees*, (8') height, (4') spread, (3') clear trunk, container grown. Note: Palms must be planted in clusters.
- c. *Large Shrubs*, (5) gallon, container grown.
- d. *Medium/Small Shrubs*, (3) gallon, container grown.
- e. *Ornamental Grass*, (1') gallon, container grown.
- f. *Ground Cover*, (1) gallon, container grown (spaced maximum 12" o.c.)

***Trellises:***

- 1) ARC approval is required for all trellises.
- 2) Free-standing trellises are not allowed.
- 3) Trellises are only allowed in landscape beds, and all trellises, including those with ground supports, must be attached to the body of the house at both sides (left and right) of the trellis.
- 4) Trellis design must be compatible with the architectural style of the house. A trellis may be made of wrought iron or naturally weather-resistant woods such as cedar or redwood.

The trellis may be painted using either the house body or trim color or stained with a color compatible with the house colors.

5) Information to submit for ARC review:

- a. Mark the location of the proposed trellis on a landscape plan.
- b. Provide a photograph or sketch of the trellis, its overall dimensions and the cross-support piece width and thickness, and the trellis color.
- c. Any existing trellises in the same area of the proposed trellis should also be noted on the landscape plan as an “existing trellis” and its color listed.
- d. Consider the mature size of the plant when choosing a trellis. A mature Bougainvillea requires a larger, sturdier trellis than a smaller plant such as a Mandevilla. When installing, leave a proper depth between the trellis and house to allow for air circulation and mature growth

***Underground Utilities:*** Consult with Manatee County on rules and regulations.

***Vines: (Also see Trellises)***

- 1) Vines must be kept under soffit. They must be pruned so to allow clearance of at least one (1) foot from any window or door. In addition, they may not protrude more than four (4) inches from the wall. House numbers must be visible at all times.
- 2) Vines may not be grown on; more than two (2) walls unless previously approved by the ARC.
- 3) Vines must be evergreen and cold tolerant. Those that are not may be unsightly for several months of the year.
- 4) Climbing vines dramatically change the appearance of a home; therefore, homeowners that choose to grow climbing vines on their home must adhere strictly to the current guidelines.
- 5) *NOTE: Homeowners should exercise caution when growing vines on the wall of a home. They provide a perfect environment for bugs and greatly increase the chances of them entering a house. In addition, over time the increased moisture on the walls may damage the stucco.*

***Walkways: (See Driveways, Sidewalks, Stepping Stones)***

***Walls (External)*** Require ARC Approval.

- 1) Walls will constitute privacy walls, walls used to screen mechanical components, or planter walls.

- 2) Masonry privacy walls shall be no taller than eight feet (8') high, measured from the interior floor surface, with decorative stucco banding.
- 3) All walls shall be constructed of eight inch (8") concrete blocks, covered with stucco, and painted to match the exterior of the house.
- 4) Placement of walls is at the discretion of the ARC.

***Water Heaters which are Tankless and Externally Mounted:*** Require ARC approval.

Externally mounted tankless water heaters must be installed in accordance with all State and County regulations and must be screened using appropriate landscaping. Externally mounted tankless water heaters must be painted the same color as the body color of the home except for those parts exposed to high heat or required for product identification.

***Window Screens: (See Screens/Window)***

- 1) The appearance of window screens should be compatible with the style and color of the home on which they are installed and its neighborhood.
- 2) Screens should be mounted within the door or window "well" wherever possible.
- 3) The frame color should be selected to match the color of the window frame or home trim.
- 4) Screens should be easily opened from the interior of the home to permit emergency egress.
- 5) Homeowners may install retractable screen doors including overhead garage doors. The screen door housing must match the color of the door frame. Prior approval from ARC is required.

***Windows and Window Treatments (Also see Door/Window Treatments & Screen Doors)***

- 1) Suggested list of traditional window treatments include; Blinds, Curtains, Shades (Not Paper), and Shutters.
- 2) Tinting. Windows may have protective film or neutral density tinting provided that its reflectiveness does not exceed 23 percent.
- 3) For security and aesthetic purposes it is recommended that, windows on exterior garage walls that face the street have window treatments.

**Reference Information to be attached:**

**-Board resolutions; Basketball hoops, Public sidewalks**

**-Planting / Landscape palette**

-Exterior paint palette/ Contractor work description form

-Decorative rock palette

-ARC Approval Request Form

STONEBROOK AT HERITAGE HARBOUR COMMUNITY ASSOCIATION, I N C .  
200 GOLDEN HARBOUR TRAIL BRADENTON, FL 34212 (Location & mailing address)  
P: 941-750-9688 F: 941-750-9363 www.stoneybrookhoa.com

# **ARCHITECTURAL MODIFICATION REQUEST**

ARC Meeting is held the THIRD MONDAY of each month. This form MUST be submitted by 5pm the Wednesday before the meeting.

**DATE OF APPLICATION:** \_\_\_\_\_

**Is this a re-submittal of a previous application? Yes / No**

**THE UNDERSIGNED OWNER SEEKS APPROVAL OF THE COMMITTEE AS FOLLOWS:**

**(Circle all that apply):** Pool/Spa Screen Enclosure Satellite Fence Painting Landscaping  
Playset/Swing set Basketball Equipment New Construction Other

**DETAILED DESCRIPTION OF PROJECT (dimension, color, style, etc.):** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**INCLUDED WITH THIS APPLICATION:**

- 1) Copy of Official Lot Survey (Please indicate on lot survey where alterations will be located on Property)
- 2) Specifications for Alteration (i.e. Color Swatches, Material Sample, Brochures, Photographs, Drawings)

*The undersigned property owner hereby acknowledges and agrees that the undersigned shall be solely responsible for determining whether the improvements, alterations or additions described herein comply with all applicable laws, rules and regulations, code, and ordinances: including, without limitation, zoning ordinances, subdivision regulations, and building codes. The ARC shall have no liability or obligation to determine whether such improvements, alterations and additions comply with any such laws, rules, regulations, codes or ordinances.*

**SIGNATURE OF OWNER:** \_\_\_\_\_ **Printed Name:** \_\_\_\_\_

**STREET ADDRESS:** \_\_\_\_\_ **Lot#:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_ **TELEPHONE :( H )** \_\_\_\_\_ **(C)** \_\_\_\_\_

## **ACTION OF COMMITTEE**

**RECOMMEND APPROVAL WITH CONDITIONS:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DENIED FOR THE FOLLOWING REASON:**

\_\_\_\_\_  
\_\_\_\_\_

**Date:** \_\_\_\_\_

**Kelli Lee:** \_\_\_\_\_  
**(Chairperson)**

Contact the management company in order for the project to be reviewed for compatibility to the approved Modification Request and for damages to common elements that may have occurred during construction.

Date of Inspection Request: \_\_\_\_\_ VIA: email first class mail fax telephone in person

Inspected by: \_\_\_\_\_ Date: \_\_\_\_\_

Notes/Comments: \_\_\_\_\_

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**SUB-ASSOCIATION APPROVAL:**

Signature of CAM: \_\_\_\_\_

Signature of Sub-Association Board Representative: \_\_\_\_\_

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**General Guidelines**

1. Please be advised that you are responsible for any damages done to the common property, sidewalk, lawn/landscape, master irrigation system or a neighbor's property, etc. during the installation of your improvement.
2. All damages must be repaired within 14 days of completion of the project.
3. Pool cages and lanai screen enclosures must be bronze in color.
4. A landscape plan is required for all Pool/Cage, Lanai and home addition requests.
5. Tree removal and replacement authorization from Manatee County:  
<http://www.mymanatee.org/home/government/departments/building-and-development-services/environmental-review/articles/citizen-sfl-trp-conditions.html>.
6. You may obtain a copy of your survey site plan by visiting Manatee County Division of Records, 4<sup>th</sup> floor at 1112 Manatee Ave., Bradenton. If you are able to receive a fax call 748-4501, ext. 6860. They will need a street address. The first 6 pages are free.
7. You are solely responsible for determining whether the improvements described herein comply with all applicable laws, rules & regulations, codes & ordinances, including without limitation, zoning ordinances, subdivision regulations and building codes. Please contact the **Manatee County Building Department**, 1112 Manatee Avenue West, 2nd Floor, P.O. Box 1000, Bradenton, Florida 34206, and Phone: (941) 749-3047 Fax (941) 749-3098, email [building.department@mymanatee.org](mailto:building.department@mymanatee.org)
8. The Architectural Committee, Board of Directors and management shall have no liability or obligation to determine whether such improvements comply with any such laws, rules, regulations, codes or ordinances.
9. Any changes made without the ARC approval may result in a daily fine being assessed and/or a \$35 administration fee

**STONEYBROOK AT HERITAGE HARBOUR COMMUNITY ASSOCIATION**

**Description of work to be provided by painting contractor:**

**Pressure cleaning:** All exterior painted surfaces should be pressure-cleaned to remove loose paint, surface contaminations and loose material exposing a sound surface. Landscaping and grass areas should be protected so as to not damage them in the cleaning process.

**Patching and caulking:** Stucco cracks and chips should be cleaned, patched and sealed. Patches to stucco surfaces should be repaired to conform to adjoining stucco surfaces. Deteriorated joint sealants should be removed and the joints cleaned and repaired. Joints including windows should be cleaned and caulked. Windows should be caulked.

**Painting:** The paint contractor should work with the homeowner to reach agreement regarding paint colors, when the job will be performed, and homeowner unique requirements e.g. paint: lanai deck, exterior control boxes, wires, pipes, or gutters.

**Cleanup:** Cleanup should be performed by the painter before the job will be considered finished and payment made.

**Description of homeowner responsibilities:**

Choose and specify paint colors including house color, trim, and front entrance. Obtain ARC approval of project including specific paint color choices before commencing work and notify painter of ARC approval. ARC approval requires paint chips or copy of builder spec. sheet listing color names and color codes. Note: ARC committee meets on the 3<sup>rd</sup> Monday of each Month and your application must be received by the rec center office on the Wednesday of the prior week.

Trim landscaping to permit workmen free and adequate access to areas to be painted.  
Remove vehicles to prevent possible paint spattering from scaffold or workmen on ladders.  
Supply electrical service for equipment and water for building cleaning and job clean up.

Notify Painter before or during the project of any changes or deviations from specifications that shall have direct or indirect bearing on the job.

Deviations shall be construed as but not limited to changes in scope of work or substitutions of materials or procedures.

Pay in full upon completion of the job.

Agreed to cost for the complete job (above) Full price: US Dollars \$ \_\_\_\_\_

Contractor \_\_\_\_\_ Date: \_\_\_\_\_

Homeowner: \_\_\_\_\_ Date: \_\_\_\_\_



