

Prepared By and Return to:
Paul E. Olah, Jr., Esq.
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CERTIFICATE OF AMENDMENT

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR STONEYBROOK AT HERITAGE HARBOUR

BYLAWS OF STONEYBROOK AT HERITAGE HARBOUR COMMUNITY ASSOCIATION, INC.

We hereby certify that the attached amendments to the Declaration of Covenants, Conditions, and Restrictions for Stoneybrook at Heritage Harbour and the Bylaws of Stoneybrook at Heritage Harbour Community Association, Inc. (which Declaration was originally recorded in the Official Records of Manatee County, Florida at Book 1753, Page 6625 on June 21, 2002, as amended) were duly adopted at the annual membership meeting of Stoneybrook at Heritage Harbour Community Association, Inc. held on January 5, 2017 by the affirmative vote of at least sixty-six and two-thirds (66-2/3rds) of the voting members present, in person or by proxy, and voting as required by Article 15.5 of the Original Declaration and Section 9.2 of the Bylaws. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and applicable law.

DATED this 22nd day of January, 2017.

Signed, sealed and delivered
in the presence of:

sign *Ira Tropp*
print IRA TROPP

sign *Sandra Nagar*
print Sandra Nagar

STONEYBROOK AT HERITAGE HARBOUR COMMUNITY ASSOCIATION INC.

By: *Tom Bakalar*
Tom Bakalar, President

Attest: *Lee Miller*
Lee Miller, Secretary

(Corporate Seal)

STATE OF FLORIDA)
COUNTY OF MANATEE)

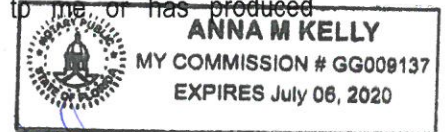
The foregoing instrument was acknowledged before me this 22nd day of January, 2017, by Tom Bakalar as President of Stoneybrook at Heritage Harbour Community Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



NOTARY PUBLIC

sign *Anna M. Kelly*

print *Anna M. Kelly*
State of Florida at Large (Seal)
My Commission Expires:



Prepared By and Return to:
Paul E. Olah, Jr., Esq.
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1800 Second Street, Suite 808
Sarasota, FL 34236
Telephone: (941) 366-9191
Facsimile: (941) 366-9292

CERTIFICATE OF AMENDMENT

**ARTICLES OF INCORPORATION
OF
STONEYBROOK AT HERITAGE HARBOUR COMMUNITY ASSOCIATION, INC.**

We hereby certify that the attached amendments to the Articles of Incorporation of Stoneybrook at Heritage Harbour Community Association, Inc. (originally filed with the Florida Division of Corporations on March 6, 2000) were duly adopted at the annual membership meeting of Stoneybrook at Heritage Harbour Community Association, Inc. held on January 5, 2017 by the affirmative vote of at least two-thirds (2/3) of the membership, in person or by proxy, as required by Article XI of the Articles. The Association further certifies that the amendments were proposed and adopted as required by the governing documents and applicable law.

DATED this 31 day of January, 2017.

Signed, sealed and delivered
in the presence of:

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

sign [Signature]
print IRA TROPP

By: [Signature]
Tom Bakalar, President

sign [Signature]
print Sandra Nagark

Attest: [Signature]
Lee Miller, Secretary

(Corporate Seal)

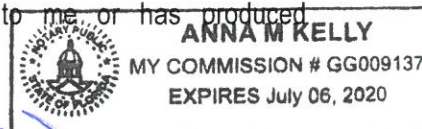
STATE OF FLORIDA)
COUNTY OF MANATEE)

The foregoing instrument was acknowledged before me this 31 day of January, 2017, by Tom Bakalar as President of Stoneybrook at Heritage Harbour Community Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

NOTARY PUBLIC

sign [Signature]

print Anna M Kelly
State of Florida at Large (Seal)
My Commission Expires:



**STONEYBROOK AT HERITAGE HARBOUR
AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS**

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**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS
FOR
STONEBROOK AT HERITAGE HARBOUR**

*[Substantial rewrite of Declaration.
See existing Declaration and all amendments thereto for present text.]*

HARBOURVEST, L.L.C., a Florida limited liability company (the "Declarant"), previously submitted certain described lands situated in Manatee County, Florida to the original Declaration of Covenants, Conditions & Restrictions for Stoneybrook at Heritage Harbour, as recorded in the Official Records of Manatee County, Florida at Book 1753, Page 6625 on June 21, 2002, as amended (the "Original Declaration"), as described in Exhibit "A" to the Declaration.

Thereafter, additional lands were submitted to the Original Declaration as follows:

Exhibit "A" to the Amendment to the Declaration of Covenants, Conditions and Restrictions for Stoneybrook at Heritage Harbour, as recorded in the Official Records of Manatee County, Florida at Book 1850 and Page 7969 on July 31, 2003, consisting of Stoneybrook at Heritage Harbour, Subphase A, Unit 2 and Unit 3;

Exhibit "A" to that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Stoneybrook at Heritage Harbour, as recorded in the Official Records of Manatee County, Florida at Book 1894 and Page 6956 on January 14, 2004;

Exhibit "A" to that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Stoneybrook at Heritage Harbour, as recorded in the Official Records of Manatee County, Florida at Book 1908 and Page 931 on March 11, 2004;

Exhibit "A" to that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Stoneybrook at Heritage Harbour, as recorded in the Official Records of Manatee County, Florida at Book 1913 and Page 2329 on April 1, 2004;

Exhibit "A" to that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Stoneybrook at Heritage Harbour, as recorded in the Official Records of Manatee County, Florida at Book 1936 and Page 2477 on June 23, 2004;

Exhibit "A" to that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Stoneybrook at Heritage Harbour, as recorded in the Official Records of Manatee County, Florida at Book 1959 and Page 7368 on September 28, 2004;

Exhibit "A" to that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Stoneybrook at Heritage Harbour, as recorded in the Official Records of Manatee County, Florida at Book 2007 and Page 579 on April 4, 2005;

Exhibit "A" to that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Stoneybrook at Heritage Harbour, as recorded in the Official Records of Manatee County, Florida at Book 2144 and Page 878 on August 2, 2006; and

By that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Stoneybrook at Heritage Harbour, as recorded in the Official Records of Manatee County, Florida at Book 1850 and Page 7948 on July 31, 2003.

Additionally, certain land previously submitted to the Original Declaration was previously removed from the Original Declaration as follows:

Exhibit "A" to that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Stoneybrook at Heritage Harbour, as recorded in the Official Records of Manatee County, Florida at Book 2354 and Page 4765 on October 4, 2010.

All of the above described lands less such land previously removed and less those lands submitted under Exhibit "A" to that certain Amendment to the Declaration of Covenants, Conditions and Restrictions for Stoneybrook at Heritage Harbour, as recorded in the Official Records of Manatee County, Florida at Book 2007 and Page 579 on April 4, 2005, shall remain submitted hereto (the "Community Property").

RECITALS:

WHEREAS, the totality of the Community Property is commonly referred to as Stoneybrook at Heritage Harbour (the "Community");

WHEREAS, the Community is a planned development of single-family, carriage and coach homes, villas, and condominiums consisting of 947 Lots or Living Units intended for use and occupancy as single family residences, as well as Common Area, including recreational facilities and amenities thereon;

WHEREAS, for purposes of preserving, enhancing and protecting the value, attractiveness and desirability of the Community and the general health, safety, and welfare of the Members, the Community Property was subjected to the Original Declaration;

WHEREAS, Stoneybrook at Heritage Harbour Community Association, Inc. (the "Community Association"), a Florida Corporation Not for Profit, is the entity responsible for the operation of the Community;

NOW THEREFORE, it is hereby declared that the Community Property, including all residential Single Family Lots, Living Units, and Common Area and facilities therein, shall be held, conveyed, encumbered, leased, rented, used, occupied, and improved subject to the following conditions, covenants, limitations, and restrictions, which are established for the purposes of preserving, enhancing and protecting the value, attractiveness and desirability of the Community Property and the general health, safety, and welfare of the Members. All of the conditions, covenants, limitations, and restrictions herein shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in any of the Community Property or improvements thereon.

ARTICLE 1 **Definitions**

1.1 Definitions. The terms used in this Declaration and recorded exhibits hereto, the Articles of Incorporation and the Bylaws shall have the definitions set forth in the Homeowners' Association Act,

unless otherwise defined herein, as follows, and, where appropriate, the singular may refer to the plural and the plural may refer to the singular:

1.1.1 Architectural Review Committee. The terms "Architectural Review Committee" or "ARC" shall mean and refer to the body responsible for review and approval of proposed architectural or construction improvements or modifications or alterations to existing architectural or construction improvements upon any Lot or Living Unit within the Community.

1.1.2 Architectural Standards. The term "Architectural Standards" shall mean and refer to the published criteria, guidelines and standards governing architectural and construction improvements or modifications or alterations to existing architectural or construction improvements upon any Lot or Living Unit within the Community, whether expressed in this Declaration or published elsewhere.

1.1.3 Articles of Incorporation. The term "Articles of Incorporation" shall mean and refer to the Amended and Restated Articles of Incorporation of Stoneybrook at Heritage Harbour Community Association, Inc., as may be amended from time to time. A copy of the Articles of Incorporation is attached hereto as Exhibit "B" and incorporated herein by reference.

1.1.4 Assessment. The terms "Assessment" or "Assessments" shall mean and refer to a sum or sums of money payable to the Association by the Owner of one or more Lots or Living Units within the Community, which if not paid by the Owner of a Lot or Living Unit within the Community, can result in a lien against the Lot or Living Unit.

1.1.5 Board of Directors. The term "Board of Directors" shall mean and refer to the Board of Directors of Stoneybrook at Heritage Harbour Community Association, Inc.

1.1.6 Bylaws. The term "Bylaws" shall mean and refer to the Amended and Restated Bylaws of Stoneybrook at Heritage Harbour Community Association, Inc., as may be amended from time to time. A copy of the Bylaws is attached hereto as Exhibit "C" and incorporated herein by reference.

1.1.7 Common Area. The term "Common Area" shall mean and refer to all real property, including amenities, improvements and facilities thereon, within the Community that is owned or leased by the Community Association or dedicated for use and maintenance by the Community Association or Members, including, regardless of whether title has been conveyed to the Association: (a) real property the use of which is dedicated to the Community Association or its Members by a recorded plat; or (b) real property committed by the Declaration to be leased or conveyed to the Association.

1.1.8 Common Expense. The term "Common Expense" shall mean and refer to all expenses incurred by the Community Association in the performance of its duties, including, but not limited to, the expenses of the operation, maintenance, repair, replacement, or protection of the Common Area and Community Association Property, costs of carrying out the powers and duties of the Community Association, including management fees, reasonable transportation services, insurance for Directors and officers, road maintenance and operation expenses, in-house communications, and security services, and the expenses of any items or services required by any federal, state, or local governmental entity to be installed, maintained, or supplied to the

Community by the Community Association, including, but not limited to, firesafety equipment or water and sewer service, and any other expense, whether or not included in the foregoing, designated as a Common Expense in the Declaration or Bylaws.

1.1.9 Community Association. The term "Community Association" shall mean and refer to Stoneybrook at Heritage Harbour Community Association, Inc., a Florida not-for-profit corporation organized pursuant to the Homeowners' Association Act.

1.1.10 Community Association Property. The term "Community Association Property" shall mean and refer all personal or real property owned by the Community Association.

1.1.11 Community Development District. The terms "Community Development District" or "CDD" shall mean and refer to any Community Development District, as defined by Chapter 190, Florida Statutes, established for the purpose of administering, maintaining or operating systems, facilities or services within the Community Property.

1.1.12 Conservation Area. The term "Conservation Area" shall mean and refer to the wetland preserve areas and the upland preserve areas within the Community as described on the Plat.

1.1.13 Construction Activity. The term "Construction Activity" shall mean and refer to building, erecting, placing, making, altering, modifying, removing, repairing, deleting or demolishing any Improvement or portion of any Lot, including over, upon, connected with, or beneath the surface of a Lot, or excavating, or grading, seeding, sodding, or planting for landscaping purposes, including the furnishing of trees, shrubs, bushes, or plants, or painting or changes in exterior colors, finishes and materials.

1.1.14 Declaration. The term "Declaration" shall mean and refer to this Amended and Restated Declaration of Covenants, Conditions & Restrictions for Stoneybrook at Heritage Harbour, a Subdivision, as may be amended, renumbered or restated from time to time.

1.1.15 Dwelling. The term "Dwelling" shall mean and refer to a detached single family residence, and any related structures or improvements appurtenant thereto, constructed upon a Lot or Parcel within the Community.

1.1.16 Family. The term "Family" shall mean and refer to a group of two (2) or more natural persons living together, each of whom is related to each of the others by blood, marriage, legal custody or adoption, including children; or not more than two persons not so related, who reside together as a single housekeeping unit, along with their minor children, if any.

1.1.17 Golf Course. The term "Golf Course" shall mean and refer to the land depicted or described as a golf course on the Plat.

1.1.18 Governing Documents. The term "Governing Documents" shall mean and refer collectively to the following: (a) the Community Declaration; (b) the Articles of Incorporation; (c) the Bylaws; (d) the Rules and Regulations; and (e) the Plat or other official document of the Community, including the Architectural Standards.

1.1.19 Guest. The term "Guest" shall mean and refer to any person physically present in, occupying, or using a Lot or Common Area on a temporary basis at the invitation or permission of an Owner or Tenant, without monetary compensation.

1.1.20 Homeowners' Association Act. The term "Homeowners' Association Act" shall mean and refer to Chapter 720, Florida Statutes, as may be amended or renumbered from time to time.

1.1.21 Improvement. The term "Improvement" shall mean and refer to any Dwelling, structure, fence, wall, sign, paving, grading, swimming pool, screen enclosure, driveway, parking space, sewer, drain, disposal system, landscaping, landscape device or object or other improvement, the construction or placement of which is placed or proposed upon any Lot, Parcel or Tract within the Community or improvement thereon.

1.1.22 Institutional Mortgagee. The term "Institutional Mortgagee" shall mean and refer to the mortgagee or assignee of a first mortgage against a Lot, which mortgagee, or its successor or assignee, is a bank, savings and loan association, mortgage company, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, or any agency of the United States of America. The term also refers to any holder of a mortgage against a Lot which mortgage is guaranteed or insured, as evidenced by a recorded instrument, by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America or by any other public or private agency engaged in the business of purchasing, guaranteeing or insuring residential mortgage loans, and their successors and assigns. An "Institutional Mortgage" is a first mortgage held by an Institutional Mortgagee encumbering a Lot.

1.1.23 Invitee. The term "Invitee" shall mean and refer to any person entering and remaining in the Community at the request or express permission of an Owner or Tenant for a period not to exceed twenty-four (24) consecutive hours.

1.1.24 Lake. The term "Lake" shall mean and refer to any lake, detention pond, retention pond, waterway or waterbody within the Community, not including a swimming pool.

1.1.25 Lease. The term "Lease" shall mean and refer to any occupancy or use of a Lot for periods of time where the Owner, or the Owner's Family, is not simultaneously occupying and residing in residence at the Lot, regardless of whether a written lease exists.

1.1.26 Living Unit. The term "Living Unit" shall mean and refer to any attached single family residence or condominium unit, intended for occupancy by one family or household, constructed upon a Lot or Parcel within the Community.

1.1.27 Lot. The term "Lot" shall mean and refer to any single lot or parcel within the Community subject to ownership in fee simple by an Owner, including any construction improvements, Dwelling, structure or Living Unit erected thereon.

1.1.28 Master Association. The term "Master Association" shall mean and refer to Heritage Harbour Master Association, Inc., a Florida not-for-profit corporation.

1.1.29 Master Declaration. The term "Master Declaration" shall mean and refer to the Master Declaration of Covenants, Conditions and Restrictions for Heritage Harbour, as recorded in the Public Records of Manatee County, Florida at Book 1753 and Page 6520 on June 21, 2002, as amended.

1.1.30 Member. The term "Member" shall mean and refer to all persons who are members of the Association by virtue of having acquired a right, title or interest in and to a Lot, Dwelling or Living Unit within the Community.

1.1.31 Neighborhood. The term "Neighborhood" shall mean and refer to any condominium, a group of single family homes, villas or other Living Units developed in the Community where the Lots or Living Units are subject to separate common recorded restrictions of record.

1.1.32 Neighborhood Association. The term "Neighborhood Association" shall mean and refer to a condominium association as defined by Section 718.103(2), Florida Statutes, or a homeowners association as defined by Section 720.301(9), Florida Statutes, or other mandatory membership property owners association operating a Neighborhood or operating facilities or property serving two or more Neighborhoods.

1.1.33 Neighborhood Covenants. The term "Neighborhood Covenants" shall mean and refer to any and all covenants, conditions, restrictions, and other provisions set forth in a recorded declaration or other instrument applicable to one or more Neighborhoods.

1.1.34 Occupant. The term "Occupant" when used in connection with a Lot shall mean and refer to any person, not an Owner or Tenant, who is physically present in or upon a Lot, or any improvement thereon, for more than seven (7) consecutive days.

1.1.35 Owner. The term "Owner" shall mean and refer to any person or persons, entity or entities, who is or are the record owner of fee simple title to any Lot within the Subdivision.

1.1.36 Plat. The term Plat shall mean and refer singularly or collectively to the following:

1.1.36.1 the Plat for Stoneybrook at Heritage Harbour, Subphase A, Unit 1, as recorded in Plat Book 39, Pages 160 through 179, inclusive, of the Public Records of Manatee County, Florida on June 21, 2002, and attached hereto as Composite Exhibit "1" and incorporated herein by reference.

1.1.36.2 the Plat for Stoneybrook at Heritage Harbour, Subphase A, Unit 2 & Unit 3, as recorded in Plat Book 42, Page 70 through 79, inclusive, of the Public Records of Manatee County, Florida on July 31, 2003, and attached hereto as Composite Exhibit "1" and incorporated herein by reference.

1.1.36.3 Plat for Stoneybrook at Heritage Harbour, Subphase C, Unit 1, as recorded in Plat Book 43, Page 34 through 40, inclusive, of the Public Records of Manatee County, Florida on December 19, 2003, and attached hereto as Composite Exhibit "1" and incorporated herein by reference.

1.1.36.4 the Plat for Stoneybrook at Heritage Harbour, Subphase A, Unit 4, as recorded in Plat Book 43, Page 91 through 95, inclusive, of the Public Records of Manatee County, Florida on March 11, 2004, and attached hereto as Composite Exhibit "1" and incorporated herein by reference.

1.1.36.5 the Plat for Stoneybrook at Heritage Harbour, Subphase C, Unit 2, as recorded in Plat Book 44, Page 74 through 84, inclusive, of the Public Records of Manatee County, Florida on June 23, 2004, and attached hereto as Composite Exhibit "1" and incorporated herein by reference.

1.1.36.6 the Plat for Stoneybrook at Heritage Harbour, Subphase D, Unit 1, as recorded in Plat Book 44, Page 168 through 185, inclusive, of the Public Records of Manatee County, Florida on September 28, 2004, and attached hereto as Composite Exhibit "1" and incorporated herein by reference.

1.1.36.7 the Plat for Stoneybrook at Heritage Harbour, Subphase D, Unit 2, as recorded in Plat Book 50, Page 10 through 13, inclusive, of the Public Records of Manatee County, Florida on August 2, 2006, and attached hereto as Composite Exhibit "1" and incorporated herein by reference.

1.1.37 Rules and Regulations. The term "Rules and Regulations" shall mean and refer to the administrative rules and regulations governing the use of and improvements to the Lots and Common Area and procedures for administering the Community Declaration, as adopted, amended and rescinded from time to time by resolution of the Board of Directors.

1.1.38 Single Family Lot. The term "Single Family Lot" shall mean and refer to any Lot improved with a single family stand-alone dwelling. Specifically, the term shall refer to single family residential Lots intended for use and occupancy as single family residences.

1.1.39 Subdivision. The term "Subdivision" shall mean and refer to Stoneybrook at Heritage Harbour, a Subdivision, and the real property identified on the Plat.

1.1.40 Surface Water and Storm Water Management System. The term "Surface Water and Storm Water Management System" shall mean and refer to a drainage system consisting of swales, inlets, culverts, retention ponds, detention ponds, lakes, outfalls, storm drains and the like, and all connecting pipes and easements, which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation, and water pollution or otherwise affect the quantity and/or quality of discharge from the system, as permitted pursuant to Chapter 40D, Florida Administrative Code. The Surface Water and Storm Water Management System facilities include, but are not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention ponds, lakes, floodplain compensation areas, wetlands, uplands, littoral shelves, and any associated buffer areas, and wetland mitigation areas, to the extent that any such facilities, areas, or conditions apply to the Subdivision Property.

1.1.41 Tenant. The term "Tenant" shall mean and refer to a natural person or entity who

occupies, possesses or uses a Lot, for consideration pursuant to a lease, whether verbal or in writing. It shall also mean any person not an Owner, Guest, or Invitee who uses, occupies or possesses a Single Family Lot or Living Unit.

1.1.42 Vehicle. The term "Vehicle" shall mean and refer to any automobile, car, motorcycle, truck, trailer, semitrailer, or any other vehicle operated on the roads of this state, used to transport persons or property, and propelled by power other than muscular power, as well as any ATV, boat, boat trailer, trailer, jet ski, camper, mobile home, tractor, golf cart, golf car, motorized scooter, or moped.

1.1.43 Voting Interests. The term "Voting Interests" shall mean and refer to the voting rights granted to the Members by acquisition of title to a Single Family Lot or Living Unit as set forth in Article 2, Section 2.1.2 of the Declaration and Article 4, Section 4.10 of the Bylaws.

ARTICLE 2

Association; Membership; Voting Rights

2.1 Association; Membership; Voting Rights. The administration, management and ownership of the Common Area and administration and enforcement of the Declaration, the Articles of Incorporation, the Bylaws, and the Rules and Regulations shall be by the Association, which shall perform its functions pursuant to the following:

2.1.1 Membership. Every person or entity who is a record Owner of a fee interest in any Lot located in the Subdivision shall be a Member. Membership shall be appurtenant to, run with, and shall not be separated from the real property interest upon which membership is based.

2.1.2 Voting Interests. Members of the Association are entitled to one vote for each Lot owned by them in the Community. The voting rights of an Owner that is not an individual, such as a corporation, limited liability company, partnership or trust, may be exercised by any officer, director, partner, or trustee, or by an individual the Owner designates from time to time in a written instrument provided to the Association.

2.1.3 Approval or Disapproval of Matters. Whenever the decision or approval of a Member is required upon any matter, whether or not the subject of an Association meeting, such decision or approval may be expressed by any person eligible to cast the vote on behalf of such Lot if present, in person or by proxy, at an Association meeting, unless the joinder of all record Owners is specifically required.

2.1.4 Change of Membership. Following written approval of the Association, as elsewhere required herein, a change of membership in the Association shall be established by the new Owner's membership becoming effective by evidence of such ownership being recorded in the Official Records of Manatee County, Florida; and the membership of the prior Owner shall thereby be automatically terminated.

2.1.5 Termination of Membership. The termination of membership in the Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Association during the period of such membership, nor does it impair any rights or remedies which the Association may have against any former Member arising out of or in

any way connected with such membership and the covenants and obligations incident thereto.

2.1.6 Association as Owner. The Association has the power to acquire and purchase Lots, and to hold, lease, mortgage, and convey Lots. This power may be exercised by the act of at least a majority of the Board of Directors.

2.1.7 Membership Roster. The Association shall maintain a current roster of names and mailing addresses of Owners. A copy of the roster shall be available to any Owner upon request.

2.1.8 Limitation on Liability. Notwithstanding the duty of the Association to maintain and repair the Common Area, the Association, its Officers, Directors and agents, shall not be liable to any Member, Tenant, Guest or Invitee for any property damage other than the cost of maintenance and repair, caused by any latent condition of any property to be maintained and repaired by the Association, or caused by the elements or Members or other persons.

2.1.9 Board of Directors. Except as otherwise provided by law or the Governing Documents, the Association shall act through its Board of Directors and its Officers, and no vote of the Members shall be required unless otherwise required by the Governing Documents or the Homeowners' Association Act. The Officers and Directors of the Association have a fiduciary relationship to the Members. No Member, not an Officer or Director, has authority to act for, on behalf of, or bind the Association by virtue of membership in the Association.

2.1.10 Delegation of Management. The Association may contract for the management and maintenance of the Common Area and Association Property and authorize a management agent to assist the Association in carrying out its powers and duties under the Governing Documents and by performing such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of Rules and Regulations, and maintenance, repair and replacement of the Common Area or Association Property, with funds made available by the Association for such purposes. The Association, its Directors and Officers, shall, however, retain at all times the powers and duties provided in the Governing Documents.

2.1.11 Powers and Duties. The powers and duties of the Association include those set forth in the Governing Documents and afforded under Florida law.

ARTICLE 3

Covenant for Annual and Special Assessments

3.1 Creation of Lien and Personal Obligation for Assessments. Subject to the limitations on Assessment liability herein, the Owner of each Lot within the Subdivision, by acceptance of a deed or other document of conveyance, whether or not it shall be so expressed in such deed, including any purchaser at a judicial sale, hereby covenants and agrees to pay to the Association: (a) the Lot's share of annual Assessments based on the annual budget adopted by the Association; (b) the Lot's share of special Assessments for Association expenditures not provided for by the annual Assessments; and (c) any other charges against less than all of the Lots, as specifically authorized by the Governing Documents or the Homeowners' Association Act.

3.1.1 The annual and special Assessments shall be established and collected as provided herein and in the Bylaws. The annual and special Assessments and charges, together

with interest, late fees, costs, and reasonable attorney's fees shall bind each respective Lot as well as each Owner and each Owner's heirs, devisees, personal representatives, successors and assigns. In any conveyance, voluntary or otherwise, the transferee shall be jointly and severally liable with the transferor for all unpaid Assessments and charges, together with interest, late fees, costs and reasonable attorney's fees coming due prior to the time of such conveyance, without prejudice to the rights of the transferee to recover from the transferor the amounts paid by the transferee.

3.2 Share of Assessments. Except as otherwise provided in the Governing Documents, each Lot which has been submitted to the terms of the Declaration and regardless of whether such Lot contains a Dwelling for which a final certificate of occupancy has been issued, shall be liable for its share of Assessments, and other applicable charges. Any Common Area or property dedicated to and accepted by any governmental authority or public utility shall be exempt from the payment of Assessments.

3.3 Establishment of Lien. Any and all Assessments levied by the Association in accordance with the provisions of the Declaration, together with interest at the highest rate allowed by law, administrative late fees, attorney's fees incident to collection, and costs of collection are hereby declared to be a charge and continuing lien upon the Lot against which each such Assessment or charge is made, and shall also be the personal obligation of the Owner of each Lot assessed. The Association's continuing lien shall be effective from and relate back to the date of recording of the Original Declaration and is superior to any homestead rights an Owner may acquire. No Owner may exempt himself, herself or itself from personal liability for Assessments, or release the Owner's Lot from the liens and charges hereof, by waiver of the use and enjoyment of the Common Area, or by abandonment of the Lot. The Community Association's continuing lien may be perfected by recording a Claim of Lien in the Official Records of Manatee County, Florida in accordance with the Homeowners' Association Act. A Claim of Lien shall secure payment of all Assessments due at the time of recording, including interest, late fees, costs and attorney's fees as provided above, as well as all Assessments, interest, late fees, costs and attorney's fees coming due subsequently until the Claim of Lien is satisfied or a final judgment of foreclosure obtained. Upon full payment of all sums secured by the Claim of Lien, the party making payment is entitled to a Release of Lien in recordable form.

3.4 Priority of Lien. The foregoing notwithstanding, the Community Association's continuing lien for unpaid Assessments or other charges shall be subordinate and inferior to all taxes, assessments, and other levies which by law would be superior thereto, and any recorded first Institutional Mortgage, but shall be superior to, and take priority over, any other mortgage or lien regardless of when recorded. Any lease of a Lot shall be subordinate and inferior to the Association's continuing lien, regardless of when the lease was executed. Notwithstanding anything to the contrary contained in the Declaration, the liability of a first position Institutional Mortgagee, or its successor or assignee as a subsequent holder of the first mortgage, who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments that became due before the first Institutional Mortgagee's acquisition of title, shall be the lesser of: (a) the Lot's unpaid common expenses and regular periodic or special Assessments that accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Community Association; or (b) one percent (1%) of the original mortgage debt, unless a greater amount is allowed to be recovered by the Homeowners' Association Act. The foregoing limitations on first mortgagee liability apply only if the Institutional Mortgagee filed suit against the Owner and initially joined the Community Association as a defendant in the mortgage foreclosure action. Joinder of the Community Association is not required if, on the date the complaint is filed, the Community Association was dissolved or did not maintain an office or agent for

service of process at a location that was known to or reasonably discoverable by the mortgagee. Any unpaid Assessment which cannot be collected as a lien against any Lot by reason of the provisions herein shall be treated as a Common Expense divided equally among, payable by and assessed against all Lots, including the Lot for which the foreclosure or conveyance in lieu of foreclosure took place.

3.5 Collection of Assessments. If an Owner fails to pay any Assessment, or installment thereof, within twenty (20) days after the due date, the Community Association shall have any or all of the following remedies, to the extent permitted by law, which remedies are cumulative and are not in lieu of, but are in addition to, all other remedies available to the Community Association: (a) to charge interest on such Assessment at the highest rate allowed by law from the date it became due until paid, as well as to impose an administrative late fee in the greater amount of five percent (5%) of the delinquent installment or \$25.00; (b) to bring an action in equity, including to foreclose its claim of lien. (The claim of lien may be foreclosed by an action in the name of the Community Association in a manner consistent with Florida law); and/or (c) to bring an action at law for a money judgment against the delinquent Owner without waiving any lien foreclosure rights of the Community Association.

3.6 Certificate. The Community Association shall, within fifteen (15) days of receipt of a written request for same, furnish to any Owner responsible for Assessments, or his, her or its mortgagee, a certificate in writing signed by an Officer or authorized agent of the Community Association, setting forth whether said Assessments and any other moneys due the Association have been paid. Such certificate may be relied upon by any person other than an Owner. The Community Association may charge a fee for the preparation of such certificate, with the amount of the fee stated thereon.

3.7 Resale Capital Assessment. The Community Association may levy a resale capital Assessment upon the transferee in any conveyance of a Lot or Living Unit by an Owner. The amount of the resale capital Assessment and the manner of payment shall be determined by resolution of the Board from time to time; provided, however, that all Lots or Living Units similarly situated shall be assessed at a uniform rate. The due date for payment of a resale capital Assessment shall be the date of closing of the conveyance. Payment of the resale capital Assessment shall be the obligation of the transferee. For purposes of this provision, the term "conveyance" shall mean the transfer of record legal title to a Lot or Living Unit by deed or other authorized means of conveyance, with or without consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed. It does not refer to a transfer of title resulting from foreclosure of a lien, the death of the transferor, or a transfer of title to a Director or the transferor's spouse without changing occupancy, solely for estate planning or tax purposes. A resale capital Assessment shall be collectible as any other Assessment under Article 3 of this Declaration.

3.8 Common Area. No Common Area or land that has been dedicated to and accepted by any governmental authority or public utility shall be subject to Assessments.

ARTICLE 4 **Architectural and Aesthetic Control**

4.1 Necessity of Architectural Review and Approval. No Construction Activity upon a Lot may commence, be performed or occur unless and until a request therefor, including the plans, specifications and location of the same, shall have been submitted to and approved in writing by the Architectural Review Committee. All submissions shall be evaluated as to harmony of external design and as to conformance with the Architectural Standards.

4.2 Architectural Review Committee. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Committee. The ARC shall be comprised of no less than three (3) persons appointed by the Board of Directors and serving at the discretion of the Board of Directors, including removal and replacement. Each person appointed to or serving on the ARC shall be a Member.

4.3 Powers and Duties of the Architectural Review Committee. The ARC shall have the following powers and duties:

4.3.1 To develop, establish, rescind and enact amendments, modifications, and/or additions to the Architectural Standards so long as any such amendment, modification and/or addition is not inconsistent with the Declaration. Notice of any amendment, modification and/or addition to the Architectural Standards, including a verbatim copy of such change, shall be available to each Member; provided that the availability of a copy of such amendment, modification and/or addition shall not constitute a condition precedent to the effectiveness or validity of such amendment, modification and/or addition.

4.3.2 To require submission of one complete set of all supporting documents, including, but not limited to, drawings, plans, specifications, and survey, for any proposed Construction Activity. The ARC may also require submission of samples of building materials and colors proposed for use on any Lot and may require such additional information as reasonably may be necessary for the ARC to completely evaluate the proposed Construction Activity. The ARC shall have sixty (60) days to respond once a complete submission has been received by the Association. If the ARC fails to respond within sixty (60) days, the Owner shall provide the ARC written notice of its failure to respond. Thereafter, the ARC's failure to respond within thirty (30) days of receipt of such written notice shall be deemed an approval of any proposed Construction Activity not inconsistent with the Architectural Standards. In no event shall any Construction Activity inconsistent with the Architectural Standards be deemed approved;

4.3.3 To approve or disapprove proposed Construction Activity. In reviewing each submission, the ARC may consider any factors it deems relevant, including, without limitation, the Architectural Standards and harmony of the proposed design with surrounding structures and environment. Decisions may be based on purely aesthetic considerations. Each Owner acknowledges that aesthetic determinations are purely subjective and that opinions may vary as to the desirability and/or attractiveness of particular improvements. The ARC shall have the discretion to make final, conclusive, and binding determinations on matters of aesthetic judgment and such determinations are not subject to review so long as they are made in good faith. All decisions of the ARC shall be in writing.

4.3.4 To conditionally approve proposed Construction Activity in accordance with changes or modifications to any proposal, plans, or specifications submitted as deemed appropriate by the ARC, in its discretion.

4.3.5 If any Construction Activity is commenced, performed or completed without prior approval of the ARC or performed in a manner that does not comply with any approval granted by the ARC, then the Owner shall, upon demand by the ARC, immediately remove, or cause to be removed, any improvement arising out of such Construction Activity and shall bear all costs and expenses

associated therewith, including any investigative or consultant's costs and reasonable attorney's fees incurred by the Association in investigating and identifying any noncompliant work and enforcing the Declaration to bring such work into compliance.

4.3.6 To adopt a schedule of reasonable fees for processing requests for ARC approval of Construction Activity. Such fees may include, without limitation, the reasonable costs incurred in having any application reviewed by appropriate professionals, including architects and engineers. Such fees, if any, shall be payable to the Association, at the time that the plans and specifications are submitted to the ARC. In the event such fees, as well as any other costs or expenses of the ARC pursuant to any other provisions of the Governing Documents, are not paid by the Owner, they shall become a lien of the Association upon the subject Lot.

4.3.7 To monitor construction activity to verify compliance with the provisions hereof and any other approvals required. Any and all approvals granted by the ARC shall be conditioned upon all Construction Activity being performed in accordance with all applicable codes, ordinances and regulations of any governmental agency having jurisdiction thereof.

4.4 Architectural Criteria.

4.4.1 Generally. No structure, including but not limited to, any building, shed, play equipment or structure, wall, topographical feature, mailbox, landscaping, lawn sculpture, fence, swimming pool, tennis court, basketball hoops, swing sets, or screened enclosure, shall be placed, erected, or installed upon any Lot, and no improvements of any kind or other work, including, without limitation, staking, clearing, excavation, grading and other site work, exterior alterations or additions, or planting or removal of landscaping, shall take place upon a Lot within the Community, except in compliance with the following and in accordance with any applicable Neighborhood Covenants and upon the prior written approval of the ARC:

4.4.1.1 No Dwelling or Living Unit shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any improvement, addition, or alteration to the exterior of his or her Dwelling or Living Unit, including, without limitation, the painting, staining, or varnishing of the exterior of the Dwelling or Living Unit, without the prior written approval of the ARC.

4.4.1.2 No tents, trailers, trampolines, shacks, doghouses, or other temporary buildings or structures shall be constructed or otherwise placed upon a Lot within the Community.

4.4.1.3 An Owner may remodel, paint, or redecorate the interior of his or her Dwelling or Living Unit without approval by the ARC. However, structural modifications to the interior of screened porches, patios, and any other portions of a Lot or structure visible from outside a structure are subject to prior written approval of the ARC.

4.4.1.4 Nothing shall be stored and/or constructed within or removed from any Common Area except upon the prior written approval of the Board of Directors.

4.4.1.5 Improvements shall be constructed only by qualified persons in accordance with any and all applicable codes or ordinances and Owners shall be

responsible for obtaining all permits and approvals from any governmental agency having jurisdiction over such work.

4.4.2 Lakes.

4.4.2.1 No Owner of a Lot adjacent to a Lake shall plant, disturb or remove any vegetation within a Lake bank area or alter the slope of any Lake bank area.

4.4.2.2 No Lot adjoining a Lake shall be increased in size by filling in the water of the Lake it abuts.

4.4.2.3 No boat canal or other waterway shall be dug or excavated into a Lot adjoining a Lake.

4.4.2.4 No boat house, dock, building, landing, mooring pile, pier or ramps for boats, jet skis or other watercraft or aircraft shall be placed or erected upon any Lot adjacent to a Lake.

4.4.2.5 Any improvement on a Lot adjoining a Lake which encroaches into any easement shall be removed within ten (10) calendar days upon request by the Community Association at the sole cost and expense of the Owner of such Lot. To the extent an Owner timely fails to remove any such encroachment, the Community Association may proceed to remove the encroachment and the Owner of such Lot shall be responsible for all costs and expenses incurred by the Community Association in connection therewith. Any cost and expense incurred by the Association shall be levied against and collected from such Owner and Lot as an Assessment.

4.4.3 Landscaping. No additional shrubs, trees or other landscaping shall be installed or placed upon a Lot without the prior written approval of the ARC.

4.4.4 Drainage and Utility Easements. No structures, trees or shrubs or other improvements shall be placed upon or within any drainage or utility easement.

4.4.5 Fences, Walls, Enclosures. No fence, wall, or other enclosure, other than invisible fencing, shall be installed or placed upon any Lot without the prior written approval of the ARC. The ARC may establish, amend, modify or rescind any Architectural Standards governing the type, size, and location of any fence to be installed upon a Single Family Lot.

4.4.6 Screen Enclosures. No patio, lanai, or balcony shall be enclosed other than a screen enclosure. Any swimming pool installed upon a Single Family Lot shall be enclosed with a screen enclosed pool cage. The ARC may establish, amend, modify or rescind any Architectural Standards governing the type, size, and location of any screen enclosure within the Community.

4.5 Variances. The ARC may authorize variances from compliance with the Architectural Guidelines and procedures upon such terms as the ARC deems appropriate when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. No variance shall be effective unless in writing. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to

the improvements or Construction Activity for which the variance was granted.

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 6

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 CDD.

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 CDD, 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.

6.3.3 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.

6.3.4 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 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.

7.2 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.

7.3 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 8

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 ½') in area 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 CDD 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, walkways, 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 within 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; and (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.

ARTICLE 9

Enforcement of Covenants and Abatement of Violations

9.1 Enforcement. Each Owner, Tenant, Guest, and Invitee, shall at all times comply with all of the covenants, conditions and restrictions in the Governing Documents. All violations of the Governing Documents shall be reported immediately to management personnel engaged by the Community Association. Before undertaking any remedial, disciplinary or enforcement action against a person alleged to be in violation, the Community Association may, but is not required to unless otherwise provided herein or by law, give the alleged violator reasonable written notice of the alleged violation. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of the Governing Documents, shall be presented to and determined by the Board of Directors, whose interpretation of the Governing Documents shall be final and binding. If any person, firm or entity subject to the Governing Documents fails to abide by them, as they are interpreted by the Board of Directors, the Association shall have the ability to take any action to compel compliance as set forth below:

9.1.1. Legal Action. Judicial enforcement of the Governing Documents shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any Governing Document either to restrain violation or to recover damages, or against the land to enforce any lien thereon; and failure by the Community Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so

thereafter. If an action is commenced, the Community Association shall, in addition, be entitled to recover its costs and attorney's fees incurred in enforcing the Governing Documents. Certain disputes must be submitted to dispute resolution procedures conducted by the Florida Department of Business and Professional Regulation, Division of Florida Condominiums, Time Shares and Mobile Homes (the "Division"), as more particularly set forth in Section 720.311, Florida Statutes.

9.1.2. Entry by the Community Association. The violation of any conditions or restrictions, or breach of any covenant herein contained, or in any of the Governing Documents, shall also give the Community Association and its authorized agent or representative, in addition to all other remedies, the right to enter upon a Lot and improvements thereon where such violation or breach exists and summarily abate and remove any construction or other violation that may be or exists thereof at the sole cost and expense of the Owner of the offending Lot. The Community Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement or removal.

9.1.3. Fines. The Community Association may levy reasonable fines of up to \$250.00 per violation against any Owner, Tenant, Guest, or Invitee for the failure of the Member or any Member's Family, Tenant, Guest or Invitee to comply with any provision of the Declaration, the Bylaws, or the Rules and Regulations. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$5,000.00 in the aggregate. A fine of less than \$1,000.00 may not become a lien against a parcel. In any action to recover a fine, the Association is entitled to recover its reasonable attorney's fees and costs from the other party as determined by the Court. A fine may not be imposed without at least fourteen (14) days' notice to the person sought to be fined and an opportunity for a hearing before a committee of at least three Members appointed by the Board of Directors who are not Officers, Directors, or employees of the Community Association, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee of the Community Association. If the committee, by majority vote, does not approve a proposed fine, it may not be imposed. The role of the committee is limited to determining whether to confirm or reject the fine levied by the Board of Directors. If the Board of Directors imposes a fine, the Community Association must provide written notice of such fine by mail or hand delivery to the Lot Owner and, if applicable, to any family member, tenant, guest or invitee of the Lot Owner.

9.1.4. Suspension for Noncompliance. The Community Association may suspend, for a reasonable period of time, the right of an Owner, Tenant, Guest, or Invitee to use common areas and facilities for the failure of the Member or any Member's Family, Tenant, Guest or Invitee to comply with any provision of the Declaration, the Bylaws, or the Rules and Regulations. However, a suspension may not prohibit the right of an Owner, Tenant, Guest, or Invitee to have vehicular and pedestrian ingress to and egress from his or her Lot, including, but not limited to, the right to park. A suspension for noncompliance may not be imposed without at least fourteen (14) days' notice to the person sought to be suspended and an opportunity for a hearing before a committee of at least three Members appointed by the Board of Directors who are not Officers, Directors, or employees of the Community Association, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee of the Community Association. The role of the committee is limited to determining whether to confirm or reject the suspension levied by the Board of Directors. If the committee, by majority vote, does not approve a suspension, it may not be imposed. If the Board of Directors imposes a suspension, the Community Association must provide written notice of such suspension by mail or hand delivery to the Lot Owner and, if applicable, to any Member's Family,

Tenant, Guest or Invitee.

9.1.5. Suspensions for Failure to Pay. If an Owner is more than ninety (90) days delinquent in paying any monetary obligation due to the Community Association, the Community Association may suspend the rights of the Owner or any Member's Family, Tenant, Guest or Invitee to use the Common Area and facilities until the monetary obligation is paid in full. This subsection does not apply to that portion of Common Area used to provide access or utility services to a Lot. A suspension does not prohibit the right of an Owner, Tenant, Guest, or Invitee to have vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park. The Community Association may suspend the voting rights of an Owner for the nonpayment of any monetary obligation due the Community Association that is more than ninety (90) days delinquent. A voting interest or consent right allocated to a Lot or Owner which has been suspended by the Community Association may not be counted towards the total number of Voting Interests for any purpose, including, but not limited to, the number of Voting Interests necessary to constitute a quorum, the number of Voting Interests required to conduct an election, or the number of Voting Interests required to approve an action under the Homeowners' Association Act or pursuant to the Governing Documents. The suspension ends upon full payment of all obligations currently due or overdue the Community Association. All suspensions imposed pursuant to this Section 9.1.5 shall be approved at a properly noticed meeting of the Board of Directors but do not require notice or an opportunity for hearing. Upon approval, the Community Association shall notify the Owner, Tenant, Guest, or Invitee, as applicable, by mail or hand delivery.

ARTICLE 10

Ownership, Sales and Leases

10.1 Forms of Ownership:

10.1.1 Single Ownership. A Lot may be owned by one natural person.

10.1.2 Co-ownership. Co-ownership of a Lot is permitted. If the co-Owners are other than husband and wife, or two (2) people who reside together as a single housekeeping unit, the Board of Directors shall require two (2) people to be designated as primary occupants, and the use of the Lot by other persons shall be as though the primary occupants were the only actual Owner. The intent of this provision is to permit multiple owners but prohibit short term, transient use by several individuals or families. Any change in the primary occupants shall be treated as a transfer of ownership by sale or gift. No more than one change in the primary occupants shall be approved in any twelve (12) month period.

10.1.3 Ownership by Corporations or Trusts. Subject to other restrictions contained in the Declaration, a Lot may be owned in trust, or by a corporation, partnership, limited liability company or other entity which is not a natural person. However, the intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Lot may be used as short term transient accommodations for several individuals or families. A trustee, corporation or other entity may be an Owner as long as there is a designation of no more than two (2) people to be the primary occupants, and the use of the Lot by other persons shall be as though the primary occupants were the only actual Owner. No more than one change in the primary occupants shall be approved in any twelve (12) month period.

10.1.4 Life Estate. A Lot may be subject to a life estate, either by operation of law or by voluntary conveyance. In that event, the life tenant shall be the only Member from such Lot, and occupancy of the Lot shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest shall acquire occupancy rights. The life tenant and holders of the remainder interest shall be jointly and severally liable for all Assessments and charges against the Lot. The life tenant may, by signed agreement, transfer the right to vote in all Association matters to any one remainderman, subject to approval by the Association of such arrangement.

10.2 Leasing. Only entire Lots may be Leased. No Lot shall be Leased for a term less than thirty (30) consecutive days. No Lot shall be Leased more than four times during any given twelve (12) month period. No Lot shall be Leased without the Owner thereof first procuring the written consent of the Board of Directors. The application for approval of the Board of Directors shall be on such forms as may be promulgated by the Community Association, with such information as the Board of Directors may require. The Community Association may require a prospective Tenant and each proposed occupant to submit to a background check. The submission of an application to the Board of Directors shall constitute a warranty and representation by the Owner that the proposed transaction is bona fide in all respects. Any Lease of a Lot shall be subject to the following:

10.2.1 Form Lease. The Association, through its Board of Directors, may promulgate, and require use of, a uniform form of lease for any Lease of a Lot.

10.2.2 Application Fee and Security Deposit. The Community Association may charge an application fee in the maximum amount allowed by law in connection with the Lease of a Lot. However, if a Lease is a renewal of a Lease with the same Tenant(s), no charge shall be made.

10.2.3 Tenant Approval. Approval of a proposed Tenant shall be delivered to the Owner proposing such transaction in writing to the subject Lot within fifteen (15) calendar days after the Community Association's receipt of a completed application and application fee. As a condition of approval of a Tenant, the Community Association may require the Owner to assign the Owner's right to collect the Lot's rental proceeds to the Association in the event the Owner becomes delinquent in timely paying any Assessments or other monetary obligations or charges due the Community Association.

10.2.4 Tenant Disapproval. In the event the Board of Directors disapproves a proposed Tenant, the proposed Lease shall not be made and the Board of Directors shall deliver such disapproval in writing to the subject Lot Owner within fifteen (15) calendar days after the Community Association's receipt of an application therefore. Such disapproval shall be without prejudice to the Owner submitting to the Board of Directors a proposed lease for another proposed Tenant.

10.2.4.1 Grounds for Disapproval. Disapproval of a proposed Lease of a Lot shall be made by the Board of Directors upon the following grounds, which shall be deemed to constitute good cause for disapproval:

10.2.4.1.1 The application for approval on its face, or subsequent investigation thereof, indicates that the applicant or any proposed occupant, intends to conduct himself or herself in a manner inconsistent with the Declaration, the Neighborhood Covenants, the Bylaws or the Rules and Regulations;

10.2.4.1.2 The applicant or any proposed occupant has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude, any felony, or a sexual offense of any nature;

10.2.4.1.3 The applicant or any proposed occupant has a record of financial irresponsibility, including without limitation, prior bankruptcies, monetary judgments, foreclosures, or bad debts;

10.2.4.1.4 The applicant or any proposed occupant has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his or her conduct in other social organizations or associations, or by his or her conduct in the Community or other residences as a tenant, occupant, guest or owner;

10.2.4.1.5 The applicant failed to provide any information, application, notice, fees or appearance required to process the application or provide approval in a timely manner; or

10.2.4.1.6 The Lot or Living Unit or Owner requesting the transfer has had fines assessed against it, him or her which have not been paid or other Assessments or charges against the Lot or Living Unit have not been paid in full.

10.2.5 Occupancy Violation. In the event of a Lot occupancy contrary to the provisions of the Declaration, or the violation by a Tenant, Guest, or Invitee of any provision of the Governing Documents, the Board of Directors, after not less than twenty (20) days after the mailing of notice by electronic, certified or registered letter to the Owner of the Lot, with a copy to the offending party, advising of the restriction, the violation, and an opportunity to comply, may act as agent of the Owner to evict such Tenant, Guest, or Invitee and in such event the Owner shall pay to the Community Association all costs and attorney's fees incurred by the Community Association incident to the eviction. Every Lease of a Lot shall specifically provide, or if it does not shall be automatically deemed to provide, that a material condition of the Lease shall be the Tenant's, and each Guest's and Invitee's, full compliance with the Governing Documents. The Owner shall be jointly and severally liable with his or her Tenant, Guest, and Invitee to the Community Association for any and all damages to the Common Area caused by the acts or omissions of his or her Tenant, Guest, or Invitee as determined in the discretion of the Board of Directors.

10.2.6 Use of Common Area During Tenancy. When a Lot is occupied by a Tenant, Guest or Invitee in the absence of the Owner, the Owner of the Lot may not use the Common Area and facilities thereon but during that time the Common Area and facilities thereon may only be used by the Tenant, Guest or Invitee. When a Lot is unoccupied, the Owner may use the Common Area and facilities but may permit another person to use the Common Areas and facilities only when accompanied by the Owner. Nothing in this Section 10.2.6 shall interfere with the access rights of the Owner as a landlord pursuant to Chapter 83, Florida Statutes. Each Owner agrees to indemnify, defend and hold harmless the Association from and against any claim, cause of action or demand arising out of the use of the Common Area or facilities thereon by such Owner's Family, Tenant, Guest, or Invitee.

10.2.7 Assignment Rents. In order to ensure the timely and complete payment of all Assessments, or other applicable charges, all Owners leasing their Lots irrevocably assign to the Community Association the right to collect rent payments from any Tenant as further provided herein, until all monies owed the Community Association are paid in full. To the extent the Board of Directors requests it, the Owner shall execute a separate assignment of rents agreement as a condition precedent to leasing a Lot.

10.2.7.1 Application of Rents. All rents collected by the Community Association from an assignment shall be applied first to past due interest, late fees and costs, attorney's fees, and then to any delinquent Assessments or charge in order of the earliest in time until all monetary obligations due the Community Association are paid in full. Any funds that may be collected by the Community Association in excess of the Owner's obligation shall be remitted to the Owner by the Community Association within a reasonable amount of time.

10.2.7.2 Community Association as Agent. Each Owner assigns to the Community Association the right to take legal action against any Tenant for the non-payment of rents to the Community Association pursuant to the assignment of rent authority provided herein, including the right to terminate the Lease and evict the Tenant and all occupants. The Community Association shall enjoy all rights and privileges enjoyed by the Owner under applicable landlord/tenant law but shall not be considered a landlord under chapter 83, Florida Statutes, and specifically shall have no obligations under Section 83.51, Florida Statutes.

10.3. Association Sales or Rental Program. The Leasing provisions herein shall not apply to the Community Association to the extent it purchases, acquires or takes title to a Lot. The Community Association is authorized to operate a sales and/or rental program in the Community for the use and benefit of its Owners.

ARTICLE 11

Duration of Covenants; Amendment of Declaration

11.1 Duration of Covenants. The covenants, conditions and restrictions in this Declaration shall run with and bind all Lots, Common Area and any other real property in the Community, and shall inure to the benefit of and be enforceable by the Community Association and any Owner, their respective legal representatives, heirs, successors and assigns, for an initial period to expire on the 30th anniversary of the date of recordation of the Original Declaration. Upon the expiration of the initial period, this Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited, with the Declaration being renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, that there shall be no renewal or extension of the Declaration if during the last year of the initial period, or during the last year of any subsequent ten (10) year renewal period, ninety percent (90%) of the total Voting Interests of the Community Association, at a duly held membership meeting of the Community Association, vote in favor of terminating the Declaration. Written notice shall be required of any meeting at which such proposal will be considered at least sixty (60) days in advance of said meeting. If the Members vote to terminate the Declaration, the President and Secretary of the Community Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Community Association, the total number of votes cast in favor of such resolution, and the total number of votes cast against such

resolution. Said certificate shall be recorded in the Official Records of Manatee County, Florida, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of the Declaration. If the Community Association ceases to exist, all of the Owners shall be jointly and severally responsible for the operation and maintenance of any Surface Water Management System in accordance with the requirements of any Environmental Resource Permit, unless and until an alternate entity assumes responsibility that is acceptable to the Water Management District and in accordance with all applicable regulations.

11.2 Proposal. Amendments to the Declaration may be proposed at any time by at least a majority of the Board of Directors or by written petition of twenty-five percent (25%) of the total Voting Interests of the Community Association. If by petition, the proposed amendments must be submitted to a vote of the Community Association not later than the next annual meeting.

11.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Governing Documents, the Declaration may be amended if the proposed amendment is approved by at least a majority of the eligible Voting Interests of the Community Association present, in person or by proxy, at a membership meeting at which a quorum is established. No amendment shall increase the proportion or percentage by which any Lot shares Assessments or materially and adversely alter the proportionate Voting Interests appurtenant to a Lot, unless the Community Association obtains the prior written consent and joinder, in recordable form, of all Owners and all holders of liens against any Lot. Notwithstanding the foregoing, any amendment that alters or modifies any provision relating to the Surface Water and Stormwater Management System, except relating to maintenance thereof, shall not be effective unless and until the Community Association obtains the consent of SWFWMD for same.

11.4 Certificate: Recording. A copy of each amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration which certificate shall identify the Book and Page of the Official Records where the Declaration is recorded, and shall be executed by officers of the Association with the formalities of a deed. The amendment shall be effective when the certificate is recorded in the Official Records of Manatee County, Florida.

ARTICLE 12

Miscellaneous

12.1 Severability. Each and every covenant contained in this Declaration and all documents incorporated herein shall be construed as being separate and independent, and in the event that any of the same are determined to be invalid or unenforceable, the remainder of the provisions hereof shall not be affected thereby but shall remain valid and enforceable to the extent permitted by law.

12.2 Conflict. In the event of a conflict, the Governing Documents shall govern in the following descending order:

- (1) this Declaration;
- (2) the Articles of Incorporation;
- (3) the Bylaws;
- (4) the Rules and Regulations; and
- (5) the Plat or other official document for the Community, including published Architectural Standards.

12.3 Construction. The provisions of this Declaration shall be liberally construed to effectuate their purpose of creating a uniform plan for the operation of the Community.

12.4 Interpretation. The Board of Directors is responsible for interpreting the provisions of the Declaration, the Bylaws, the Articles of Incorporation and the Rules and Regulations. Its interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board of Directors is not wholly unreasonable shall conclusively establish the validity of such interpretation.

12.5 Covenants. The provisions of this Declaration, the Articles of Incorporation, the Bylaws, the Rules and Regulations and the rights and obligations established thereby shall be deemed to be covenants running with the land binding upon each and every Lot in the Community and each and all of the Owners, their respective Family, heirs, representatives, successors, assigns, purchasers, grantees, mortgagees, Tenants, Guests, and Invitees. By the recording or acceptance of a deed conveying a Lot, or any interest therein or any ownership interest in a Lot whatsoever, the person to whom such Lot or interest is conveyed shall be deemed to have accepted or agreed to be bound by, and subject to all of the provisions of the Governing Documents.

12.6 Caption. Any captions in this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe its scope or intent.

12.7 Florida Statutes. Any reference to a statute herein, including, but not limited to, the Homeowners' Association Act, the Florida Not For Profit Corporation Act, or any provision or Section therein, shall include subsequent amendments and renumbering from time to time.

12.8 Notices. Any notice required to be sent to an Owner under any provision of the Governing Documents, shall be deemed to have been properly sent when mailed, postage paid, to the last known street or sent electronically to the last known e-mail address to the extent the Owner has consented to receive notice by electronic mail, of the person who appears as Owner in the official records of the Community Association at the time of such mailing. The Owner bears the responsibility for notifying the Community Association of any change of address.

12.9 Gender. The use of the term "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

**AMENDED AND RESTATED BYLAWS
OF
STONEYBROOK AT HERITAGE HARBOUR COMMUNITY ASSOCIATION, INC.**

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**AMENDED AND RESTATED BYLAWS
OF
STONEYBROOK AT HERITAGE HARBOUR COMMUNITY ASSOCIATION, INC.**

*[Substantial rewording of Bylaws.
See existing Bylaws and amendments thereto for present text.]*

**ARTICLE 1
Identity**

1.1 **Name.** The name of the corporation shall be Stoneybrook at Heritage Harbour Community Association, Inc. (the "Community Association").

1.2 **Purposes.** The Community Association is organized for the purpose of being a homeowners association within the meaning of Chapter 720, Florida Statutes (the "Homeowners' Association Act"), and in turn for the purpose of operating, governing, administering and managing the property and affairs of Stoneybrook at Heritage Harbour, a Subdivision (the "Community"), established upon real property in Manatee County, Florida, as more particularly described in the Amended and Restated Declaration of Covenants, Conditions & Restrictions for Stoneybrook at Heritage Harbour, a Subdivision (the "Declaration") and the original Declaration of Covenants, Conditions & Restrictions for Stoneybrook at Heritage Harbour, a Subdivision, as recorded in the Official Records of Manatee County, Florida at Book 1753, Page 6625 on June 21, 2002, as amended (the "Original Declaration"). The purposes of the Community Association shall include the exercise of all powers granted to it as a corporation under the laws of the State of Florida; these Amended and Restated Bylaws of Stoneybrook at Heritage Harbour Community Association, Inc. (the "Bylaws"); the Amended and Restated Articles of Incorporation for Stoneybrook at Heritage Harbour Community Association, Inc. (the "Articles of Incorporation"); the Declaration; and further to exercise all powers granted to a homeowners association under the Homeowners' Association Act.

1.3 **Principal Office.** The principal address of the Community Association shall be 200 Golden Harbour Trail, Bradenton, Florida 34212. The Community Association's Board of Directors may change the location of the principal address from time to time.

1.4 **Fiscal Year.** The fiscal year of the Community Association is the calendar year, unless otherwise determined by the Board of Directors.

1.5 **Seal.** The Board of Directors shall adopt a corporate seal which will bear the name or abbreviated name of the Community Association, the word "Florida," the year of establishment, and must identify the Community Association as a not-for-profit corporation. The words "corporate seal" may be used in lieu of a raised corporate seal; however, a corporate seal is not required to validate corporate actions unless otherwise specifically required by law.

1.6 **Definitions.** All terms used in these Bylaws shall have the same meaning, to the extent applicable, as set forth in the Declaration and the Homeowners' Association Act.

ARTICLE 2
Powers and Duties of the Community Association

The Community Association shall have all powers granted to it under the laws of the State of Florida, the Declaration, the Articles of Incorporation, and these Bylaws, all of which shall be exercised by its Board of Directors unless the exercise thereof is otherwise restricted in the Declaration, the Articles of Incorporation, these Bylaws or by law. The affairs and operation of the Community Association shall be managed by its Board of Directors. The Board of Directors shall have and execute all powers necessary to accomplish its duties and obligations. All of the powers and duties of the Community Association existing under Florida law, the Declaration, the Articles of Incorporation, and these Bylaws shall be exercised exclusively by the Board of Directors, its Officers, agents, contractors or employees, subject only to approval by Members when such approval is specifically required. The Board of Directors may delegate its authority to its Officers, agents, contractors or employees, except where prohibited by law.

ARTICLE 3
Membership

3.1 Members. Membership in the Community Association is limited to Owners of Lots and/or Living Units in the Community. Membership is automatically conferred upon the acquisition of title to a Lot or Living Unit in the Community, as evidenced by the recording of a deed or other appropriate instrument to such Lot or Living Unit in the Official Records of Manatee County, Florida.

3.2 Voting Rights. There shall only be allowed one (1) vote per Lot or Living Unit, which shall be cast as provided in these Bylaws. The Owner(s) of each Lot or Living Unit shall collectively be entitled to one (1) vote on behalf of each Lot or Living Unit, as a Member of the Community Association

3.3 Termination of Membership. Whenever a Member ceases to be an Owner of a Lot or Living Unit in the Community, his or her membership shall then and there automatically terminate.

3.4 Transfer of Membership. Membership in the Community Association is an incident of Lot or Living Unit ownership and shall not be separately transferable or assignable, other than as an appurtenance to Lot or Living Unit ownership.

ARTICLE 4
Meetings of Members

4.1 Place of Meetings. The Board of Directors may designate any place within Manatee County, Florida located within forty-five (45) miles of the Community, as the place of meeting for any annual or special meeting of the Members, and if no such designation is made, such meeting shall take place at the principal office of the Community Association.

4.2 Annual Meeting. An annual meeting of the Members will be held each year as close as practical within twelve (12) months of the prior year's meeting. The purpose of such meeting shall be to elect Directors and for the transaction of such other business authorized to be transacted by the Community Association as may come before the meeting. No meeting shall be held on a legal holiday.

4.3 Special Meetings. A special meeting of the Members may be called by the President, by a majority of the Board of Directors, or by not less than thirty percent (30%) of the total Voting Interests of the Community Association.

4.4 Notice of Meetings. Written or printed notice stating the agenda, place, day and hour of all meetings of Members shall be served by mail, e-mail or hand-delivery to each Member entitled to vote at such meeting, at the Member's address as it last appears on the books of the Community Association, not less than fourteen (14) days prior to the meeting, by or at the direction of the President, or the Secretary, or the Officers or persons calling the meeting. The Community Association may also post in a conspicuous place in the Community the notice and agenda of the membership meeting at least fourteen (14) days prior to the date of such membership meeting. The person providing the notice of the membership meeting shall provide proof of such mailing, delivery and posting by affidavit. If mailed, notice of a meeting shall be deemed to be delivered when deposited in the United States mail, addressed to the Member at his address as it last appears on the records of the Community Association, with postage thereon prepaid. The attendance of any Member, or person authorized to vote for such Member, shall constitute such Member's waiver of notice of such meeting, except when the Member's attendance is for the sole and express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting was not lawfully called. Members may attend membership meetings in person or by proxy. A Member may not, however, attend or participate in membership meetings by telephone, conference call, speaker phone, or other similar means.

4.5 Electronic Transmission and Broadcast Notice. Notwithstanding any other provision herein, notice of membership meetings, except membership meetings to recall Directors, meetings of the Board of Directors and committee meetings may be given by electronic transmission to those Members who consent to receive notice by electronic transmission. In lieu of or in addition to the physical posting of notice of any meeting in the Community, the Board of Directors may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system or website serving the Community. However, if broadcast notice is used in lieu of a notice posted physically in the Community, the notice and agenda must be broadcast at least four (4) times every broadcast hour of each day that a posted notice is otherwise required hereunder. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and agenda.

4.6 Written Informal Action by Members. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by the required percentage of Members entitled to vote with respect to the subject matter thereof. Such Owner action by written agreement shall comply with the procedural requirements of Section 617.0701(4), Florida Statutes.

4.7 Quorum. Those Members present, in person or by proxy, holding at least fifteen percent (15%) of the eligible Voting Interests of the Community Association which may be cast at a meeting shall constitute a quorum at such meeting. A majority of the Members present, in person or by proxy, may adjourn the meeting from time to time to a future date.

4.8 Proxies. Votes may be cast in person or by written proxy substantially complying with the Homeowners' Association Act. Proxies must be filed with the Community Association prior to the

membership meeting or reconvened membership meeting. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time prior to a vote being cast at the pleasure of the Lot or Living Unit Owner executing it. Proxies shall not be used in electing the Members of the Board of Directors. An executed telegram or cablegram appearing to have been transmitted by the proxy-giver, or a photographic, photo static, facsimile, electronic mail or equivalent reproduction of a proxy is a sufficient proxy. Lot or Living Unit Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Owner's intent to cast a proxy vote. The use of proxies is to be liberally construed.

4.9 Vote Required to Make Decisions. When a quorum is obtained at any membership meeting, the vote of a majority of the Members present, in person or by proxy, shall decide any question brought before the meeting, unless the Declaration, these Bylaws or any applicable statute provides otherwise, in which event the vote prescribed by the Declaration, these Bylaws or such statute shall control.

4.10 Indivisible Vote. Each Lot or Living Unit shall have one indivisible vote. If a Lot or Living Unit is owned by a corporation, any officer or authorized agent may vote on behalf of said corporation. If a Lot or Living Unit is owned by a partnership, any partner may vote on behalf of the partnership. If a Lot or Living Unit is owned by husband and wife, either spouse may cast a vote on behalf of the Lot or Living Unit. If a Lot or Living Unit is owned in trust, any trustee or beneficiary of the trust may vote on behalf of the trust. Any person asserting the right to vote on behalf of a Lot or Living Unit owned by an artificial entity shall be conclusively presumed to be entitled to vote on behalf of said Lot or Living Unit, unless the Lot or Living Unit Owner has filed voting instructions with the Community Association designating some other person entitled to vote. If multiple Owners or non-individual Owners of a Lot or Living Unit cannot agree on a vote, the vote shall not be counted as to the issue upon which disagreement exists. Voting certificates are not necessary.

4.11 Order of Business. The order of business at annual membership meetings, and as far as practical at other Members' meetings, will be:

- A. Call to Order by the President;
- B. Election of Chairman;
- C. Appointment by Chair of Inspectors of Election;
- D. Election of Directors;
- E. Calling of Roll, Certifying of Proxies and Determination of Quorum;
- F. Proof of Notice of Meeting or Waiver of Notice;
- G. Reading and Approval of Minutes of Prior Meeting;
- H. Officers' Reports;
- I. Committee Reports;
- J. Unfinished Business;
- K. New Business;
- L. Adjournment.

ARTICLE 5
Election of Board of Directors

5.1 Number and Term. The Community Association shall be governed by a Board of Directors composed of nine (9) Directors. Directors shall serve staggered two-year terms of office such that three (3) Directors shall be elected in each even numbered year and six (6) Directors shall be elected in each odd numbered year. Each elected Director shall, barring recall, resignation, disqualification or death, hold office until the expiration of his or her term and until his or her successor shall have been elected and qualified. The Board of Directors may increase or decrease the number of Directors upon notice at least sixty (60) days prior to the end of any calendar year and a majority vote of the Board of Directors present at such meeting. However, any decrease shall be no greater than the number of terms expiring at the next immediate annual meeting of the Members. In no event shall the Board of Directors consist of less than three (3) Directors. In the event of an increase or decrease in the number of Directors, the terms of Directors shall be staggered such that a majority of Directors are elected in each odd numbered year and the remaining Directors are elected in each even numbered year.

5.2 Director Qualifications. A Director must be a natural person who is at least eighteen (18) years of age. All Directors must be Lot or Living Unit Owners in good financial standing. In the event an incumbent Director becomes ninety (90) days delinquent in the payment of a monetary obligation due the Community Association, such Director will no longer qualify to serve on the Board of Directors and shall be deemed to have immediately abandoned his or her position as a Director. Co-Owners of a Lot or Living Unit cannot simultaneously serve on the Board of Directors, unless they own more than one Lot or Living Unit or unless there are not enough eligible candidates to fill the vacancies on the Board of Directors at the time of the vacancy. Persons who are convicted felons, who have not had their civil rights fully restored for at least five (5) years prior to service, are not eligible to serve on the Board of Directors. When a Lot or Living Unit is owned by a corporation, a partnership, or similar entity, the Primary Occupant or the spouse of the Primary Occupant shall be eligible to serve on the Board of Directors. A trustee or designated representative of a trust described in Chapter 736, Florida Statutes, or a beneficiary of a trust, and the spouses of such persons, shall be considered eligible to serve on the Board of Directors. A person who is more than ninety (90) days delinquent in paying a monetary obligation due the Community Association is neither a qualified candidate for election nor eligible for appointment to the Board of Directors. Any person who has been suspended or removed from serving as a Director by the Florida Department of Business & Professional Regulation, Division of Florida Condominiums, Timeshares and Mobile Homes (the "Division") is not eligible to serve as a Director.

5.3 Director Election. Directors shall be elected only by secret written ballot. Directors shall not be elected by proxy. The election of Directors shall take place concurrent with the annual membership meeting, in the manner provided in the Homeowners' Association Act and as follows:

(a) Not less than sixty (60) days before a scheduled election, the Community Association shall mail or deliver to each Member entitled to vote, a first notice of the date of the election. Any Member or other eligible person desiring to be a candidate for the Board of Directors shall give written notice to the Community Association not less than forty (40) days before a scheduled election. Not less than fourteen (14) days before the membership meeting at which the election will occur, the Community Association shall mail or deliver a second notice of the meeting to all Lot or Living Unit Owners entitled to vote, together with a written ballot which shall list all director candidates in alphabetical order by surname.

Upon request of a candidate, the Community Association shall include with the second mailing of the ballot the director information sheet, not larger than 8 ½ inches by 11 inches, furnished by the candidate to the Community Association not less than thirty-five (35) days before the election. The costs of mailing and copying of the candidate information sheets shall be paid by the Community Association. Completed Director election ballot shall be returned to the Community Association in two (2) envelopes. The inner envelope shall contain the ballot and have the word "BALLOT" printed on it. The inner envelope shall be placed inside of a larger envelope which shall have lines in the upper-right hand corner for Owner to print and sign the Owner's name and address.

(b) Written Director election ballots shall also be made available for use by those Lot or Living Unit Owners attending the meeting in person. A Lot or Living Unit Owner who needs assistance in voting due to blindness, disability or inability to read or write may obtain assistance. No Lot or Living Unit Owner shall permit another person to cast his ballot, and any such improperly cast ballot shall be deemed invalid. Any Lot or Living Unit Owner who violates this provision may be fined by the Community Association.

(c) If more persons are nominated than there are vacancies to be filled, the election shall be by secret written ballot. Each person voting is entitled to cast his or her vote for each of as many Director nominees as there are vacancies to be filled. The nominees receiving the greatest number of votes properly cast shall be elected. Elections shall be decided by a plurality of the votes cast. Cumulative voting is prohibited. Tie votes shall be broken by agreement among the candidates who are tied, or absent such an agreement, by chance, such as the flipping of a coin by a neutral third party or the drawing of straws. An election is not required unless more candidates file notices of intent to run than Director vacancies exist.

(d) Vote Counting. On the day of the annual meeting, before the meeting begins, at a place and time which was stated in the notice of meeting, the Board of Directors, or its designees, shall open the sealed envelopes and count the votes in such manner as it (or they) deem advisable. Any Member shall be entitled to attend and observe. The results of the election shall be announced at the beginning of the annual meeting and the new Directors shall take office at the final adjournment of the annual meeting. Any dispute as to the validity of any ballot or ballots shall be resolved by a majority of the incumbent Board of Directors.

ARTICLE 6

Meeting of Board of Directors

6.1 Organizational Meeting. The organizational meeting of a newly-elected Board of Directors for the purpose of electing Officers shall be held within ten (10) days of the election at such date, place and time as shall be fixed by the Directors.

6.2 Notice of Board Meetings. Meetings of the Board of Directors shall be held as determined from time to time by a majority of the Directors. Notice of meetings of the Board of Directors shall be given to each Director personally or by mail, e-mail, telephone, facsimile transmission or telegraph, and posted conspicuously on the Community property no less than forty-eight (48) hours prior to such meetings, except in the case of an emergency. Any item not on the notice may be taken up on an emergency basis by at least a majority plus one of the Directors. Such emergency action shall be noticed and ratified at the next regular meeting of the Board of Directors. A Director may attend a meeting of the Board of Directors via telephone conference call if a telephone speaker is used at the meeting site so that the conversation of Directors

attending by telephone may be heard by all persons attending the meeting in person or in any electronic fashion as long as such Director can be heard by all persons attending the meeting in person. Any Director so attending a meeting of the Board of Directors may be counted toward obtaining a quorum and may vote by telephone or electronically. If mailed, notice of a meeting of the Board of Directors shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed, with postage thereon prepaid.

6.3 Waiver of Notice. Any Director may waive notice of a meeting before, at, or after the meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall constitute waiver of notice of the meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

6.4 Special Notice of Certain Board Meetings. Not less than fourteen (14) days' advance written notice shall be mailed or delivered to the Lot or Living Unit Owners and posted conspicuously in the Community of any meeting of the Board of Directors to discuss or adopt the annual budget, consider the levy of a non-emergency special Assessment or adopt proposed Rules and Regulations regarding Lot or Living Unit use. Notice of any meeting in which regular or special Assessments against Lots or Living Units are to be considered for any reason shall specifically state that Assessments will be considered and the nature of the Assessments.

6.5 Owner Participation in Board Meetings. Except as otherwise provided by law, meetings of the Board of Directors at which a majority of the Directors are present, shall be open to all Members. Members may not designate third persons, through power of attorney or otherwise, to attend meetings of the Board of Directors, unless agreed to otherwise by the Board of Directors. The right to attend such meetings includes the right to speak with reference to all designated agenda items; provided, however, that the Board of Directors may adopt reasonable Rules and Regulations governing the frequency, duration, and manner of Member statements. Unless otherwise provided by a resolution, each Member is entitled to speak for three (3) minutes with reference to designated agenda items. Members who are not Directors may not attend meetings between the Board of Directors or a committee and the Community Association's attorney to discuss proposed or pending litigation or meetings of the Board of Directors held for the purpose of discussing personnel matters

6.6 Quorum. The designation of the agenda for meetings of the Board of Directors shall be at the discretion of the President. However, the President shall be obligated to include any item on the agenda for a meeting of the Board of Directors, if requested, in writing, by a majority of the other Directors. A majority of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors, but if less than a majority of the Directors are present at said meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice. The acts approved by a majority of the votes present at a meeting of the Board of Directors at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is required by the Declaration, the Articles of Incorporation, these Bylaws or Florida law. At any adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

6.7 Voting. A Director who is present, in person, by telephone or by electronic means, at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the Director votes against the action or abstains from voting. A Director who abstains from voting on any action taken on any corporate matter shall be presumed to have taken no position with regard to the action. A vote or abstention shall be recorded in the minutes. A Director may not vote by proxy. A Director may vote by secret ballot only for the election of Officers.

6.8 Joinder and Waiver. A Director may submit in writing his or her agreement or disagreement with any action taken at a meeting of the Board of Directors that the Director did not attend. This agreement or disagreement may not be used as a vote for or against the action taken and shall not be considered in determining a quorum. Any Director may waive notice to that Director of a meeting of the Board of Directors before or after the meeting and such waiver shall be deemed equivalent to the giving of notice to that Director.

6.9 Vacancies. Except as to vacancies caused by removal of a majority of the Directors by the Members, which vacancies shall be filled in the manner provided in the Homeowners' Association Act, vacancies in the Board of Directors occurring between annual membership meetings shall be filled by a majority of the remaining Directors, even if less than a quorum, to serve for the remainder of the Director's unexpired term of office, unless otherwise provided by law. A Director or Officer who is more than ninety (90) days delinquent in the payment of a monetary obligation due the Community Association shall automatically be removed as a Director, creating a vacancy to be filled by the Board of Directors.

6.10 Presiding Officer. The chairperson at all meetings of the Board of Directors shall be the President. The President may, however, designate any other person to preside. In the absence of the President or the President's designee, the Directors present may designate one of the remaining Directors in attendance as chair for such meeting.

6.11 Order of Business. The order of business at meeting of the Board of Directors shall be, to the extent applicable:

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

6.12 Powers and Duties of the Board of Directors. All of the powers and duties of the Community Association existing under the laws of the State of Florida generally, the Florida Not For Profit Corporation Act, the Homeowners' Association Act, the Declaration, the Articles of Incorporation, and these Bylaws, shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Members when such approval is specifically required. The Board of Directors may delegate its authority to its agents, contractors or employees, except where prohibited by law.

6.13 Removal and Recall. Directors may be removed or recalled from office with or without cause by the affirmative vote of a majority of the total Voting Interests of the Community Association at a duly-convened special membership meeting called for that purpose or by a written petition signed by at least a majority of all the Voting Interests of the Community Association, in the manner provided in the Homeowners' Association Act. A special meeting of the Members to recall a Director or Directors may be called by at least ten percent (10%) of all Voting Interests of the Community Association giving notice of the meeting as required for a meeting of the Members, and the notice shall state the purpose of the meeting. Any Director delinquent in the payment of a monetary obligation due the Community Association for more than ninety (90) continuous days shall automatically be removed as a Director.

6.14 Delegation of Board Functions. The Board of Directors may delegate any or all of the functions of the Secretary or Treasurer to a management agent or employee, provided that the Board of Directors shall in such instance generally supervise the agent or employee in the performance of such functions.

6.15 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a businesslike manner in a book available for inspection and photocopying by Lot or Living Unit Owners or their authorized representatives. The Community Association shall maintain these minutes for a period of not less than seven (7) years or as otherwise required by the Homeowners' Association Act.

6.16 Resignation. A Director or officer may resign at any time by delivering written notice to the Board of Directors or the President. A resignation is effective when the notice is delivered unless the notice specifies a later date. If the resignation is made effective at a later date, the Board of Directors, including the Director whose resignation is not yet effective, may vote to fill the pending vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date.

6.17 Compensation. A Director shall not receive any compensation for acting as such but shall be entitled to reimbursement of expenses reasonably incurred in performing his or her duties.

ARTICLE 7

Officers

7.1 Executive Officers. The executive Officers of the Community Association shall be the President, the Vice President, the Secretary, and the Treasurer. The Board of Directors may also elect or appoint such other officers, including one or more Assistant Vice Presidents, one or more Assistant Secretaries, and one or more Assistant Treasurers, as it shall deem necessary, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except that the President may not also serve as the Secretary or Treasurer.

7.2 Election and Term of Office. The Officers of the Community Association shall be elected annually by the Board of Directors at the regular annual meeting of the Board of Directors. If the election of Officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. New offices may be created and filled at any duly noticed meeting of the Board of Directors. Each officer shall hold office, barring resignation, disqualification, or death, until his or her successor shall have been duly elected and shall have qualified, or until removed as provided elsewhere herein.

7.3 Removal. Any Officer elected or appointed by the Board of Directors may be removed by a majority of the Board of Directors at a duly noticed meeting of the Board of Directors with or without cause, but such removal shall be without prejudice to the contract rights, if any, of the Officer so removed, as they existed during the time that the person was an officer.

7.4 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by a majority of the Board of Directors for the unexpired portion of the vacated term.

ARTICLE 8 Duties of Officers

8.1 President. The President shall be the chief executive officer of the Community Association and shall in general supervise and control all of the business and affairs of the Community Association, subject to the advice and consent of the Board of Directors. The President shall preside at all meetings of the Members and of the Board of Directors and shall execute any deeds, mortgages, bonds, contracts or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these Bylaws or by statute to some other officer or agent of the Community Association; and, in general, he or she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

8.2 Vice President. In the absence or disability of the President, the Vice President (or, in the event there be more than one Vice President, the Vice Presidents in the order of their election), shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice President shall perform such other duties as, from time to time, may be assigned to him or her by the President or by the Board of Directors.

8.3 Treasurer. The Treasurer shall have charge and custody of and be responsible for all funds and securities of the Community Association; receive and give receipts for monies due and payable to the Community Association from any source whatsoever; and deposit all such monies in the name of the Community Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors. The Treasurer shall attend to the keeping of the books of the Community Association in accordance with good, generally accepted accounting practices. The Board of Directors may delegate to its managing agent or agents such duties of the Treasurer as it deems appropriate from time to time.

8.4 Secretary. The Secretary shall keep the minutes of the meetings of the Members and of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records and of the Seal of the Community Association and see that the Seal of the Community Association is affixed to all documents, the execution of which on behalf of the Community Association under its Seal is duly authorized in accordance with the provision of these Bylaws; keep a register of the post office address and e-mail address, where applicable, of each Member which shall be furnished to the Secretary; and such other duties as from time to time may be assigned to him or her by the President or by the Board of Directors. The

Board of Directors may delegate to its managing agent or agents such duties of the Secretary as it deems appropriate from time to time.

8.5 Assistant Treasurers and Assistant Secretaries. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or Secretary, or by the President or the Board of Directors.

8.6 Compensation. The officers of the Community Association shall not receive any compensation for acting as such, but shall be entitled to reimbursement of expenses reasonably incurred in performing their duties.

ARTICLE 9 Committees

9.1 Committees of Directors. The Board of Directors, by resolution adopted by a majority of the Directors in office, may designate one or more committees, each of which may consist of one or more Directors, which committees, to the extent provided in said resolution, may have and exercise the authority of the Board of Directors in the operation and management of the Community Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the Board of Directors, or any individual Director, of any responsibility imposed upon it or him or her by law.

9.2 Other Committees. Other committees not having and exercising the authority of the Board of Directors in the operation and management of the Community Association may be designated by a resolution adopted by a majority of the Directors present at a Board of Directors meeting at which a quorum is present. Except as otherwise provided in such resolution, Members of each such committee shall be Members or spouses of Members of the Community Association, and the Board of Directors shall appoint the Members thereof.

9.3 Term of Office. Each member of a committee shall serve at the pleasure of the Board of Directors or until such member voluntarily resigns.

9.4 Chairman. One Member of each committee shall be appointed Chairperson by the members of the committee.

9.5 Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

9.6 Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the acts of a majority of the committee members present at a meeting at which a quorum is present shall be the acts of the committee.

9.7 Rules and Regulations. Except for meetings of committees to take final action on behalf of the Board of Directors or to make recommendations to the Board of Directors regarding the Community Association's budget, all committees are exempt from the procedural and other requirements of the Homeowners' Association Act and these Bylaws. Each committee may adopt policies for its own governance not inconsistent with any Rules and Regulations adopted by the Board of Directors.

ARTICLE 10
Enforcement, Fines, Dispute Resolution

10.1 Rules and Regulations. The Board of Directors may, from time to time, adopt Rules and Regulations governing the details of the operation and use of the Common Area, Community Association Property, and the Lots or Living Units, and such other Rules and Regulations as are designed to prevent unreasonable interference with the use of the Lots or Living Units and Common Area and all Members shall abide thereby. Such Rules and Regulations shall be equally applicable to all Members, and uniform in their application and effect.

10.2 Fines and Suspensions. In addition to the means for enforcement provided elsewhere herein, the Community Association shall have the right to assess fines against any Member, Tenant, Guest, Occupants or Invitee for the failure to comply with any provision of the Declaration, these Bylaws, or the Rules and Regulations of the Community Association in the manner provided herein.

10.2.1 Fines. The Community Association may levy reasonable fines of up to \$250.00 per violation against any Member or any Member's family, Tenant, Guest, Occupant or Invitee for the failure of the Member or any Member's family, Tenant, Guest, Occupant or Invitee to comply with any provision of the Declaration, the Bylaws, or the Rules and Regulations. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$5,000.00 in the aggregate. A fine of less than \$1,000.00 may not become a lien against a Lot or Living Unit but a fine in excess of \$1,000.00 may become a lien against a Lot or Living Unit or Living Unit. In any action to recover a fine, the Community Association is entitled to recover its reasonable attorney's fees and costs from the other party as determined by the Court.

10.2.2 Suspensions. The Community Association may suspend, for a reasonable period of time, the right of a Member, or a Member's family, Tenant, Guest, Occupant or Invitee, to use the Common Area and facilities for the failure of the Member or any Member's family, Tenant, Guest, Occupant or Invitee to comply with any provision of the Declaration, these Bylaws, or the Rules and Regulations. However, a suspension may not prohibit the right of an Owner or Tenant of a Lot or Living Unit to have vehicular and pedestrian ingress to and egress from the Lot or Living Unit, including, but not limited to, the right to park.

10.2.3 Committee Hearing. A fine or suspension may not be imposed without at least fourteen (14) days' notice to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) Members appointed by the Board of Directors who are not Officers, Directors, or employees of the Community Association, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee of the Community Association. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board of Directors. If the Board of Directors imposes a fine or suspension, the Community Association must provide written notice of such fine or suspension by mail or hand delivery to the Lot or Living Unit Owner and, if applicable, to any family member, Tenant, Licensee, or Invitee of the Lot or Living Unit Owner.

10.3 Failure to Pay. Upon the levy of a fine, a Member shall be jointly and severally liable for the payment of a fine levied against the Member's family, Tenant, Guest, Occupant or Invitee. A fine shall be levied as an Assessment against the Lot or Living Unit. If a fine is not paid within thirty (30) days, a fine shall accrue interest at the highest rate allowed by law and shall be subject to an administrative late fee in an amount determined by the Board of Directors. The Member shall be liable for all attorney's fees and costs incurred by the Community Association incident to the levy, imposition or collection of a fine, including, but not limited to, attendance by the Community Association's attorney at the committee hearing and the filing and prosecution of an action. Any partial payments received by the Community Association on account of the fine shall first be applied against accrued interest, then late fees, then attorney's fees and costs, then towards the unpaid principal amount of the fine or fines, first in time.

10.4 First Time Violations. In lieu of requesting a hearing, a Member may respond in writing to the Community Association within ten (10) days of receiving notice of an alleged violation admitting that the violation or violations occurred as alleged and promising that the violation or violations will immediately cease and never recur. Such admission procedure shall be available to a Member only once during that person's ownership of the subject Lot or Living Unit, regardless of the manner of violation. Such written admission and promise, if kept, shall terminate any further enforcement action by the Community Association with regard to the specific violation and no fine shall be levied by the Community Association. The Member may be notified of this first time violation procedure in the original notice of violation.

10.5 Waiver. Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the Declaration, the Bylaws or the Rules and Regulations, including but not limited to arbitration or a legal action for damages or injunctive relief.

10.6 Mandatory Mediation. In accordance with Section 720.311, Florida Statutes, disputes between the Community Association and a Lot or Living Unit Owner shall be the subject of a demand for pre-suit mediation as provided in the Homeowners' Association Act prior to commencing litigation or arbitration, so long as the Homeowners' Association Act requires such mediation.

10.7 Other Remedies. Nothing herein shall preclude the Community Association from pursuing any remedy for the violation of its Governing Documents or disputes with a Lot or Living Unit Owner or other party as may be available to the Community Association under the laws of the State of Florida or the Governing Documents.

ARTICLE 11 Fiscal Management

11.1 Annual Budget. The Board of Directors shall adopt a budget for each fiscal year that shall include the estimated funds required to defray the expenses of the Community Association for the fiscal year and to provide and maintain funds for the accounts established by the Board of Directories, in accordance with good accounting practices as set forth herein. The Community Association shall provide each Member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the Member. The Community Association may, but shall not be required to, establish and maintain an adequate reserve account for the periodic maintenance, repair and replacement of the Common Area and Community Association Property.

11.1.1 Assessment Roll. The Assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Lot or Living Unit. Such an account shall designate the name and address of the Owner or Owners of each Lot or Living Unit, the amount of each Assessment against the Lot or Living Unit, the dates and amounts in which the Assessments came due, the amounts paid upon the account, and the balance due upon Assessments.

11.1.2 Annual Budget Assessment. The annual Assessment, to fund the Community Association's annual budget, shall be paid by the Members in accordance with the payment schedule established by the Board of Directors. If an annual budget is not adopted or notice is not provided to the Members, the preceding budget and annual Assessment shall continue until such budget is adopted or such notice is provided, as applicable. In the event the annual Assessment proves to be insufficient, the budget and the Assessment may be amended at any time by the Board of Directors. The unpaid Assessment for the remaining portion of the fiscal year, for which the amended Assessment is made, shall be due as provided by the Board of Directors. The Board of Directors may elect to allow Owners to pay the annual Assessment in installments due not less frequently than monthly.

11.1.3 Reserve Funds. If the Community Association budget includes reserves, such reserves shall be determined, maintained, and waived in compliance with this subsection and according to the requirements of Section 720.303(6), Florida Statutes, including the following:

(a) If the annual budget of the Community Association does not provide for reserve accounts and the Community Association is responsible for the repair and maintenance of capital improvements that may result in a special assessment if reserves are not provided, each financial report for the preceding fiscal year shall contain the following statement in conspicuous type: THE BUDGET OF THE COMMUNITY ASSOCIATION DOES NOT PROVIDE FOR RESERVE ACCOUNTS FOR CAPITAL EXPENDITURES AND DEFERRED MAINTENANCE THAT MAY RESULT IN SPECIAL ASSESSMENTS. OWNERS MAY ELECT TO PROVIDE FOR RESERVE ACCOUNTS PURSUANT TO THE PROVISIONS OF SECTION 720.303(6), FLORIDA STATUTES, UPON THE APPROVAL OF NOT LESS THAN A MAJORITY OF THE TOTAL VOTING INTERESTS OF THE COMMUNITY ASSOCIATION.

(b) The amount to be reserved shall be computed by a formula that is based upon estimated remaining useful life and estimated replacement cost or deferred maintenance expense of each reserve item. The Community Association may adjust replacement reserve assessments annually to take into account any changes in estimates of cost or useful life of a reserve item. Funding formulas for reserves shall be based on either a separate analysis of each of the required assets or a pooled analysis of two or more of the required assets.

(c) Once a reserve account or reserve accounts are established, the membership of the Community Association, upon a majority vote at a meeting at which a quorum is present, may provide for no reserves or less reserves than required by Section 720.303(6), Florida Statutes. If a meeting of the Owners has been called to determine whether to waive or reduce the funding of reserves and a majority of the Members present do not affirmatively vote to waive or reduce reserves, the reserves as included in the budget shall go into effect. Any vote taken pursuant to this subsection to waive or reduce reserves shall be applicable only to one budget year.

(d) Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts and shall be used only for authorized reserve expenditures unless their use for other purposes is approved in advance by a majority vote at a meeting at which a quorum is present.

11.2 Mailing. A copy of the proposed annual budget shall be mailed or hand-delivered to the Members not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be adopted together with a notice of the meeting of the Board of Directors.

11.3 Assessments. The annual shares of the Lot or Living Unit Owners of the common expenses shall be made payable in installments due monthly, quarterly, or annually as determined by the Board of Directors, in advance and shall become due on the first day of each such period and shall become delinquent twenty (20) days thereafter. The Community Association shall have the right to accelerate Assessments of a Lot or Living Unit Owner delinquent in the payment of an Assessment for a period of thirty (30) or more days. Accelerated Assessments shall be due and payable on demand and may include the amounts due for the remainder of the fiscal year.

11.4 Special Assessments. Assessments for common expenses which are not provided for and funded in the budget or an amendment to the budget may be made by the Board of Directors, and the time of payment shall likewise be determined by the Board of Directors. Notice of the meeting of the Board of Directors at which such Assessments shall be considered shall be posted and mailed to each Lot or Living Unit Owner as provided in Article 6, Section 6.4 herein, except in the event of an emergency. The funds collected pursuant to a special Assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose or purposes and any excess funds will be considered common surplus, and may, at the discretion of the Board of Directors, either be returned to the Lot or Living Unit Owners or applied as a credit towards future Assessments or transferred to reserves.

11.5 Assessment Roll. The Assessments for common expenses and charges shall be set forth upon a roll of the Lot or Living Units which shall be available for inspection at all reasonable times by the Members. Such roll shall indicate for each Lot or Living Unit the name and address of the Owner, and the Assessments and charges paid and unpaid. Any person other than a Lot or Living Unit Owner who relies upon a certificate signed by an Officer or authorized agent of the Community Association stating all Assessments and other monies owed to the Community Association by a Lot or Living Unit Owner or mortgagee with respect to a Lot or Living Unit receives the benefits and protection thereof.

11.6 Liability for Assessments and Charges. A Lot or Living Unit Owner shall be liable for all Assessments and charges coming due while the Owner of a Lot or Living Unit. Other than a first mortgagee acquiring title through mortgage foreclosure or a deed-in-lieu of foreclosure, upon acquisition of title through voluntary or involuntary conveyance, a Lot or Living Unit Owner shall be jointly and severally liable with the previous Lot or Living Unit Owner for all unpaid Assessments and charges due and payable up to the time of such conveyance. Liability may not be avoided by waiver of the use or enjoyment of any Common Area or by abandonment of the Lot or Living Unit for which the Assessments are due. The liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a Lot or Living Unit by foreclosure or by deed-in-lieu of foreclosure, shall be subject to Section 720.3085, Florida Statutes, as amended or renumbered from time to time.

11.7. Liens for Assessments. The unpaid portion of an Assessment, including an accelerated Assessment which is due, together with all interest, costs, late fees, and reasonable attorney's fees incident

to collection, including attorney's fees on appeal, shall be secured by a continuing lien upon each Lot or Living Unit, which lien shall be effective from and shall relate back to the date on which the Original Declaration was recorded.

11.8 Collection — Interest; Administrative Late Fee; Application of Payments. Assessments or charges paid on or before ten (10) days after the date due shall not bear interest, but all sums not paid on or before twenty (20) days after the due date shall bear interest at the highest rate permitted by law from the date due until paid. In addition to such interest the Community Association may charge an administrative late fee in an amount not to exceed the greater of \$25.00 or five percent (5%) of each installment of the Assessment for which payment is late and the maximum late fee permissible by law. The Community Association may also accelerate all Assessments or charges which are accrued, but not yet due, in the manner provided by law. Payments received are first applied to accrued interest, then to any late fees, then to any costs, then to any reasonable attorney's fees incurred, and then to the Assessment itself, by date order. Except as otherwise provided in the Homeowners' Association Act, no lien may be recorded by the Community Association against a Lot or Living Unit, until all applicable notices have been given in accordance with Section 730.3085, Florida Statutes.

11.9 Collection — Suit. The Community Association, at its option, may enforce collection of delinquent Assessments or charges by suit at law, by foreclosure of the lien securing the Assessments or charges, or by any other remedy available under the laws of the State of Florida. In any event, the Community Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment, or decree, together with those which have become due by acceleration or which have thereafter become due, plus interest thereon, and all costs incident to the collection and the proceedings, including reasonable attorney's fees, incurred before trial, at trial, and on appeal.

11.10 Accounts. All sums collected from Assessments or charges shall be credited to accounts from which shall be paid the expenses for which the respective Assessments or charges are made.

11.11 Community Association Depository. The depository in which the funds of the Community Association shall be deposited shall be financial institutions authorized to do business in the State of Florida which carry Federal Deposit Insurance Corporation ("FDIC") insurance or equivalent private insurance such as insurance placed through the Society Investor Protection Corporation ("SIPC"), as shall be designated by the Board of Directors. Alternatively, the Community Association may deposit funds with brokerage houses or institutions which are Members of the National Community Association of Securities Dealers ("NASD") and insured by SIPC or equivalent industry insurance. The principal of Community Association funds, whether reserves or operating funds, may not be placed at risk for investment purposes. Withdrawal of money from those accounts shall be only by check or other withdrawal instrument signed by those persons as are authorized by the Board of Directors.

11.12 Commingling of Funds. All Community Association funds shall be maintained separately in the Community Association's name. No Community Association manager or business entity required to be licensed or registered under Section 468.432, Florida Statutes, as amended from time to time, no agent, employee, officer, or director of the Community Association shall commingle any Community Association funds with his or her funds or with the funds of any other subdivision association or community association as defined in Section 468.431, Florida Statutes, or with those of any other entity. Reserve funds and operating funds of the Community Association may be commingled in the same account for investment purposes; however, such jointly invested funds shall be accounted for separately.

11.13 Fidelity Bonding. The Community Association shall maintain insurance or fidelity bonding for all persons who control or disburse funds of the Community 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 Community 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.

11.14 Suspension of Use Rights. In the event that a Member is delinquent for more than ninety (90) days in paying a monetary obligation due to the Community Association, the Community Association may suspend, until such monetary obligation is paid in full, the rights of such Member and any Tenant, Guest or Invitee of the Member to use the Common Area and facilities or any other Community Association Property. However, such suspension does not apply to that portion of Common Area used to provide access or utility services to a Lot or Living Unit and does not prohibit the right of an Member or a Member's Tenant to have vehicular and pedestrian ingress to and egress from the Lot or Living Unit, including, but not limited to, the right to park.

11.15 Suspension of Voting Rights. In the event that a Member is delinquent for more than ninety (90) days in paying a monetary obligation due to the Community Association, the Community Association may suspend, until such monetary obligation is paid in full, the voting rights of such Member. Such a suspension ends upon full payment of all obligations currently due or overdue the Community Association.

11.16 Contracts. The Board of Directors may authorize any Officer or agent of the Community Association, in addition to the Officers so authorized by the Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Community Association, and such authority may be general or confined to specific instances.

11.17 Checks, Drafts, etc. All checks, drafts or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the Community Association shall be signed by such officer or officers, agent or agents of the Community Association, and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Treasurer or a director, and countersigned by the President or a Vice President of the Community Association.

11.18 Gifts. The Board of Directors may accept on behalf of the Community Association any contribution, gift, bequest, or devise for the general purposes or for any special purpose of the Community Association.

11.19 Financial Reporting. Within ninety (90) days after the end of the fiscal year, the Community Association shall prepare and complete, or contract with a third party for the preparation and completion of, a financial report for the preceding fiscal year. Within twenty-one (21) days after the final financial report is completed by the Community Association or received from the third party, but not later than one-hundred and

twenty (120) days after the end of the fiscal year, the Community Association shall provide each Member with a copy of the annual financial report or a written notice that a copy of the financial report is available upon request at no charge to the Member. A financial report shall be prepared as follows:

(a) If the Community Association meets the following criteria, it shall prepare or cause to be prepared a complete set of financial statements in accordance with generally accepted accounting principles as adopted by the Board of Accountancy. The financial statements shall be based upon the Community Association's total annual revenues, as follows:

- (1) If total annual revenues are \$150,000.00 or more, but less than \$300,000.00, the Community Association shall prepare compiled financial statements.
- (2) If total annual revenues are at least \$300,000.00, but less than \$500,000.00, the Community Association shall prepare reviewed financial statements.
- (3) If total annual revenues are \$500,000.00 or more, the Community Association shall prepare audited financial statements.
- (4) If total annual revenues are less than \$150,000.00, the Community Association shall prepare a report of cash receipts and expenditures in accordance with Section 720.303(7)(b)(3), Florida Statutes.

11.20 Competitive Bids. Pursuant to Section 720.3055, Florida Statutes, the Community Association shall obtain competitive bids for any contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, that exceeds ten percent (10%) of the total annual budget of the Community Association, including reserves. The Community Association shall not be required to accept the lowest bid. This provision shall not limit the ability of the Community Association to obtain needed products and services in an emergency and this provision shall not apply if the business entity with which the Community Association desires to enter into a contract is the only source of supply within the county serving the Community Association. The exceptions of Section 720.3055, Florida Statutes, shall apply.

11.21 Official Records. The Official Records of the Community Association shall be available for inspection and photocopying by each Member, or a designated representative, in the manner provided in Section 720.303(5), Florida Statutes. The Board of Directors may adopt reasonable Rules and Regulations regulating the inspection and photocopying of the Official Records.

ARTICLE 12 Miscellaneous

12.1 Amendments to Bylaws. Amendments to these Bylaws shall be made as follows:

(a) Proposal. An amendment to these Bylaws may be proposed by a majority of the Board of Directors or twenty-five percent (25%) of the total Voting Interests of the Community Association. Upon an amendment to the Bylaws being proposed by a majority of the Board of Directors or Members, such proposed amendment shall be transmitted to the President, or other Officer of the Community Association in

the absence of the President, who shall thereupon call a special meeting of the Members of the Community Association for a date not sooner than fourteen (14) days nor later than sixty (60) days from the receipt of the proposed amendment and it shall be the duty of the Secretary to give to each Member notice of such meeting in the manner provided for in these Bylaws.

(b) Adoption. Except as otherwise provided by law, or by specific provision of the Governing Documents, the Bylaws may be amended if the proposed amendment is approved by at least a majority of the eligible Voting Interests of the Community Association present, in person or by proxy, at a meeting of the Members at which a quorum is established.

(c) Effective Date. An amendment when adopted shall become effective upon being recorded in the Official Records of Manatee County, Florida.

(d) Automatic Amendment. The Bylaws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration or the Articles of Incorporation. Whenever the Homeowners' Association Act or Florida Not For Profit Corporation Act, or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Bylaws, the Board of Directors may operate the Community Association pursuant to the less stringent requirements. The Board of Directors, without a vote of the Owners, may adopt by majority vote, amendments to these Bylaws as the Board of Directors deems necessary to comply with such operational changes as may be enacted by future amendments to the Homeowners' Association Act or Florida Not For Profit Corporation Act, or such other statutes or administrative regulations as required for the operation of the Community Association, all as amended from time to time.

(e) Proviso. Provided, however, that no amendment shall change or increase an Owner's share of the common expenses, unless the record Owner of the Lot or Living Unit concerned and all record Owners of the mortgages on such Lot or Living Unit shall join in the execution of the amendment, and all other Lot or Living Unit Owners approve the amendment.

12.2 Conflicts. The term "Governing Documents," as used in these Bylaws and elsewhere shall include the Declaration, the Articles of Incorporation, these Bylaws, the Community Association's Rules and Regulations, and the Plat and all other exhibits to the Original Declaration. In the event of a conflict between the language in the Declaration and the graphic descriptions of record, the graphic description of record shall control. In the event of a conflict between language in any of the other Governing Documents, the following priorities shall control, in descending order:

- (1) the Declaration, as may be amended from time to time;
- (2) the Articles of Incorporation, as may be amended from time to time;
- (3) the Bylaws, as may be amended from time to time;
- (4) the Rules and Regulations, as may be amended from time to time; and
- (5) the Plat or other official document for the Subdivision, including published Architectural Standards

12.3 Interpretation. The Board of Directors is responsible for interpreting the provisions of the Declaration, the Bylaws, the Articles of Incorporation and the Rules and Regulations. Its interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an

interpretation adopted by the Board of Directors is not wholly unreasonable shall conclusively establish the validity of such interpretation.

12.4 Gender. The use of the term "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

12.5 Severability. In the event that any provisions of these Bylaws are deemed invalid, the remaining provisions shall be deemed in full force and effect.

12.6 Florida Statutes. Any reference to a statute herein, including, but not limited to, the Homeowners' Association Act, the Florida Not For Profit Corporation Act, or any provision or Section therein, shall include subsequent amendments or renumbering from time to time.

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
FOR
STONEBROOK AT HERITAGE HARBOUR COMMUNITY ASSOCIATION, INC.

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**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
FOR
STONEYBROOK AT HERITAGE HARBOUR COMMUNITY ASSOCIATION, INC.**

*[Substantial rewording of Articles of Incorporation.
See existing Articles of Incorporation for present text.]*

The Members of Stoneybrook at Heritage Harbour Community Association, Inc. adopt these Amended and Restated Articles of Incorporation (the "Articles of Incorporation"). The original Articles of Incorporation were filed with the Florida Department of State, Division of Corporations, on March 6, 2000.

ARTICLE 1
Identity and Principal Address

1.1 Name of Corporation and Principal Address.

The name of the corporation shall be Stoneybrook at Heritage Harbour Community Association, Inc. (the "Community Association"). The principal address of the Community Association shall be 200 Golden Harbour Trail, Bradenton, Florida 34212. The Community Association's Board of Directors may change the location of the principal address from time to time.

ARTICLE 2
Purpose

2.1 Purpose.

(a) Purpose. The purpose for which the Community Association is organized is to provide an entity pursuant to Chapter 720, Florida Statutes (the "Homeowners' Association Act"), for the operation of Stoneybrook at Heritage Harbour, a Subdivision (the "Community"), upon land situated in Manatee County, Florida.

(b) Distribution of Income. The Community Association shall make no distribution of income to its Members, Directors or Officers.

ARTICLE 3
Powers

3.1 Powers.

(a) Common Law and Statutory Powers. The Community Association shall have all of the common law and statutory powers of a corporation not for profit, not in conflict with the terms of the Articles of Incorporation, the Amended and Restated Bylaws of Stoneybrook at Heritage Harbour Community Association, Inc. (the "Bylaws"), the Amended and Restated Declaration of Covenants, Conditions & Restrictions for Stoneybrook at Heritage Harbour, a Subdivision (the "Declaration") or the Homeowners' Association Act.

(b) Specific Powers. The Community Association shall have all of the powers and duties set forth in the Homeowners' Association Act and Chapter 617, Florida Statutes (the "Florida Not for Profit Corporation Act"). The Community Association shall also have all of the powers and duties set forth in the Declaration and the Bylaws; and all of the powers and duties reasonably necessary to operate the Community in accordance with the Declaration and the Homeowners' Association Act, including, but not limited to, the following:

(1) To make, amend and collect annual and special Assessments against the Lots and/or Living Units within the Community and Lot or Living Unit Owners as Members to defray the common expenses and losses of the Community Association.

(2) To use the proceeds of Assessments in the exercise of its powers and duties.

(3) To maintain, repair, alter, improve, replace, administer and operate the Common Area and Community Association Property.

(4) To purchase insurance upon the Common Area and Community Association Property and insurance for the protection of the Community Association, its Directors, Officers, agents and its Members as Lot or Living Unit Owners.

(5) To reconstruct improvements after casualty and to further improve the Common Area and Community Association Property.

(6) To make, amend and rescind reasonable Rules and Regulations governing the appearance, occupancy and use of the Lots and/or Living Units, the Common Area and Community Association Property, and policies and procedures governing the internal affairs and operation of the Community Association and the behavior and conduct of its Directors and Officers.

(7) To approve or disapprove the transfer, lease, mortgage and ownership of Lots and/or Living Units in the Community.

(8) To enforce by legal means the provisions of the Homeowners' Association Act, the Declaration, the Articles of Incorporation, the Bylaws and any Rules and Regulations promulgated by the Board of Directors.

(9) To contract for the management, operation, administration and maintenance of the Community Association, the Common Area and Community Association Property and to delegate to such contracting party any powers and duties of the Community Association, except such as are specifically required by the Homeowners' Association Act, the Declaration, these Articles of Incorporation, or the Bylaws to have the approval of the Board of Directors or the Members.

(10) To employ personnel for reasonable compensation to perform the services required for proper administration and operation of the Community Association, including, but not limited

to, management of the Community Association and administration of a Community Association rental program.

(11) To enter into agreements acquiring leaseholds, memberships and other possessory or use interests in lands or facilities, whether or not contiguous to the lands of the Community, intended to provide for the enjoyment, recreation or other use benefits of the Members.

(12) To purchase, acquire or take title to Lots or Living Units or Tracts within the Community for the purpose of selling or leasing same or use by a resident manager, rental agent or other similar person.

(13) To sue and be sued.

(c) Emergency Powers. In the event of an emergency as defined herein, the Board of Directors may exercise the emergency powers described herein, and any other powers authorized by the Homeowners' Association Act or Sections 617.0207 and 617.0303, Florida Statutes. For purposes of this Article 3.1(c) only, an emergency exists during a period of time that the Community, or the immediate geographic area in which the Community is located, is subjected to: a state of emergency declared by civil or law enforcement authorities; a hurricane watch or warning as issued by a governmental authority; a partial or complete evacuation order issued by civil or law enforcement authorities; the declaration of a federal or state "disaster area" status; or catastrophe, whether natural or manmade, which seriously damages, or threatens to seriously damage the physical existence of the Community. During an emergency as defined herein, the Board of Directors may exercise the following emergency powers:

(1) Conduct meetings of the Board of Directors and membership meetings with notice given as is practicable. Such notice may be given in any practicable manner, including, but not limited to, publication, telephone, radio, United States mail, electronic mail, the Internet, public service announcements, and conspicuous posting in the Subdivision or any other means the Board of Directors deems reasonable under the circumstances. Notice of Board of Directors' decisions may be communicated as provided in this Article 3.1(c). The Directors in attendance at such a meeting of the Board of Directors, if more than one (1) Director, shall constitute a quorum.

(2) Cancel and reschedule any membership meeting, committee meeting or meeting of the Board of Directors.

(3) Name as interim assistant Officers persons who are not Directors, which assistant officers shall have the same authority as the executive Officers to whom they are assistants during the state of emergency to accommodate the incapacity or unavailability of any Officer of the Community Association.

(4) Relocate the Community Association's principal address or designate alternative principal addresses.

(5) Enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal and other emergency assistance.

(6) Implement a disaster plan before or immediately following the event for which a state of emergency is declared which may include, but is not limited to, electricity; water, sewer, or security systems; or heating, ventilating and air conditioners.

(7) Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board of Directors, determine any portion of the Community unavailable for entry or occupancy by Lot or Living Unit Owners, Tenants, Guests, agents, Occupants, or Invitees to protect the health, safety, or welfare of such persons.

(8) Require the evacuation of the Community in the event of a mandatory evacuation order in the locale in which the Community is located. Should the Owner of any Lot or Living Unit or Tenant, Guest, agent, Occupant, or Invitee fail or refuse to evacuate the Community where the Board of Directors has required evacuation, the Community Association shall be immune from any and all liability or injury to persons or property arising from such failure or refusal.

(9) Based upon advice of emergency management officials or upon the advice of licensed professionals retained by the Board of Directors, determine whether the Community can be safely inhabited or occupied. However, such determination is not conclusive as to any determination of habitability pursuant to the Declaration.

(10) Mitigate further damage, including taking action to contract for the removal of debris and to prevent or mitigate the spread of mold, mildew or fungus by removing and disposing of wet drywall, insulation, carpet, carpet pad, baseboards, air ducts, cabinetry, any and all personal property or belongings of a resident or owner, including but not limited to furniture, clothes, mattresses, and all other fixtures on or within the Common Area, Community Association Property or the Lots or Living Units, even if the Lot or Living Unit Owner is obligated by the Declaration or Florida law to insure or replace those fixtures and to remove personal property from a Lot or Living Unit.

(11) Contract, on behalf of any Lot or Living Unit Owner, for items or services for which Lot or Living Unit Owners are otherwise individually responsible for, but which are necessary to prevent further damage to the Common Area or Community Association Property. In such event, the Lot or Living Unit Owner on whose behalf the Board of Directors has contracted shall be responsible for reimbursing the Community Association for the actual costs of the items or services, and the Community Association may use its assessment and claim of lien authority provided by Section 720.3085, Florida Statutes, and the Declaration to enforce collection of such charges.

(12) Regardless of any provision to the contrary and even if such authority does not specifically appear in the Declaration or the Bylaws, the Board of Directors may levy one or more special Assessments without a vote of the Members.

(13) Without Member approval, borrow money and pledge Community Association assets as collateral to fund emergency repairs and carry out the duties of the Community Association when operating funds are insufficient. This paragraph does not limit the general

authority of the Community Association to borrow money, subject to such restrictions as are contained in these Articles of Incorporation, the Declaration, or the Bylaws.

(14) Corporate action taken in good faith to meet the emergency needs of the Community Association or its Members shall bind the Community Association; have the rebuttable presumption of being reasonable and necessary; and may not be used to impose liability on a Director, officer, or employee of the Community Association. An Officer, Director, agent or employee of the Community Association acting in good faith and in accordance with Article 3.1(c) herein is only liable for willful misconduct.

The special powers authorized above in Article 3.1(c) shall be limited to the time period reasonably necessary to protect the health, safety, and welfare of the Community and the Owners of any Lot or Living Unit or, Tenant, Guest, Occupant, or Invitee and shall be reasonably necessary to mitigate further damage and make emergency repairs to the Common Area and Community Association Property.

(d) Community Association Property. All funds and the titles of all properties acquired by the Community Association and their proceeds shall be held in trust for the Members in accordance with the provisions of the Declaration, the Articles of Incorporation and the Bylaws.

(e) Limitation on Exercise of Powers. The powers of the Community Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration and the Bylaws.

ARTICLE 4

Members

4.1 Members.

(a) Members. The Members of the Community Association shall consist of all of the record Owners of a Lot or Living Unit in the Community as shown by recordation of a deed or other appropriate instrument in the Official Records of Manatee County, Florida.

(b) Change of Membership. After receiving written approval of the Board of Directors, in accordance with the Declaration, change of membership in the Community Association shall be established by the recording, in the Official Records of Manatee County, Florida, an assignment, deed or other appropriate instrument establishing a record interest in a Lot or Living Unit in the Community. The person or persons named on the deed or other instrument thereby automatically becomes a Member of the Community Association and the membership of the immediate past owner is automatically terminated.

(c) Limitation on Transfer of Shares of Assets. The share of a Member in the funds and assets of the Community Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to a Lot or Living Unit.

(d) Vote. The Owner, or Owners collectively, of each Lot or Living Unit shall be entitled to one (1) vote on behalf of each Lot or Living Unit, as a Member of the Community Association. The manner of exercising voting rights shall be determined by the Declaration, the Articles of Incorporation, and the Bylaws.

ARTICLE 5
Board of Directors

5.1 Board of Directors.

(a) Board of Directors. The affairs of the Community Association shall be managed by the Board of Directors, composed as provided in the Bylaws, but in no event consisting of less than three (3) Directors. A Director must fulfill all requirements of eligibility provided in the Bylaws, the Declaration and the Homeowners' Association Act.

(b) Election of Directors. The Directors of the Community Association shall be elected at the annual meeting of Members in the manner determined by the Bylaws and the Homeowners' Association Act. A Director may be removed, and vacancies on the Board of Directors shall be filled, in the manner provided in the Bylaws and the Homeowners' Association Act.

ARTICLE 6
Officers

6.1 Officers.

The affairs of the Community Association shall be administered by the Officers designated in the Bylaws as directed by the Board of Directors. The Officers shall be elected annually by the Board of Directors at its organizational meeting following the annual meeting of the Members and shall serve at the pleasure of the Board of Directors.

6.2 Indemnification of Officers and Directors.

(a) Indemnity. The Community Association shall indemnify any Officer, Director, or committee member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he or she is or was a Director, Officer, or committee member of the Community Association, against expenses, including reasonable attorney's fees and appellate attorney's fees; judgments; fines; and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he or she did not act in good faith or in a manner he or she reasonably believed to be in or not opposed to the best interest of the Community Association, and, with respect to any criminal action or proceeding, that he or she had reasonable cause to believe his or her conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, in and of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interest of the Community Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that such conduct was unlawful. It is the intent of the membership of the Community Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, and committee members as permitted by Florida law.

(b) Defense. To the extent that a Director, Officer, or committee member of the Community Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding

referred to in Article 6.2(a) above, or in defense of any claim, issue, or matter therein, he or she shall be indemnified against expenses, including attorney's fees and appellate attorney's fees, actually and reasonably incurred by him or her in connection therewith.

(c) Advances. Expenses incurred in defending a civil or criminal action, suit, or proceeding may be paid by the Community Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or committee member subject to the understanding and agreement of such Director, Officer, or committee member to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Community Association as authorized by this Article 6.

(d) Miscellaneous. The indemnification provided by this Article 6 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Declaration, the Bylaws or any binding agreement and shall continue as to a person who has ceased to be a Director, Officer, or committee member and shall inure to the benefit of the heirs and personal representatives of such person.

(e) Insurance. The Community Association has the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, committee member, employee, or agent of the Community Association, or a director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him or her in any such capacity, or arising out of his status as such, whether or not the Community Association would have the power to indemnify him or her against such liability under the provisions of this Article 6.

(f) Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 6 may not be amended without the approval in writing of all persons whose interest would be adversely affected by such amendment.

(g) Delegation. To the extent permitted by law, the powers and duties of the Directors and Officers may be delegated for the purpose of management.

ARTICLE 7 Bylaws

7.1 Bylaws. The Bylaws may be amended in the manner provided in the Bylaws.

ARTICLE 8 Amendments

8.1 Amendments.

(a) Amendments. Amendments to these Articles of Incorporation may be proposed at any time by at least a majority of the Board of Directors or by written petition of twenty-five percent (25%) of the total voting interests of the Community Association. If by petition, the proposed amendments must be submitted to a vote of the Community Association not later than the next annual meeting. Except as otherwise provided by law, these Articles of Incorporation may be amended if the proposed amendment is approved by at least a

majority of the eligible Voting Interests of the Community Association present, in person or by proxy, at a membership meeting at which a quorum is established.

(b) Limitation on Amendments. No amendment shall make any changes in the qualification for membership, the voting rights of Members, or any change in Article 2.1(b) or Article 3.1(d) of the Articles of Incorporation without the approval in writing of all Lot and Living Unit Owners and the joinder of all record owners of liens upon the Lots and Living Units. No amendment shall be made which is in conflict with the Homeowner's Association Act or the Declaration.

(c) Certification. A copy of each amendment shall be filed with the Florida Secretary of State and shall be recorded in the Official Records of Manatee County, Florida, along with a certificate of amendment executed by the appropriate Officers of the Community Association attesting that the amendment has been lawfully adopted.

ARTICLE 9 Miscellaneous

9.1 Term. The term of the Community Association shall be perpetual, unless sooner dissolved according to law.

9.2 Interpretation. Unless defined herein, terms used herein shall have the same meaning as defined in the Declaration or the Homeowners' Association Act. The Board of Directors is responsible for interpreting the provisions of the Declaration, the Bylaws, these Articles of Incorporation, and the Rules and Regulations of the Community Association. The Board of Directors' interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board of Directors is not wholly unreasonable shall conclusively establish the validity of such interpretation.

9.3 Subscriber.

The name and address of the original subscriber of these Articles of Incorporation is:

<u>Name</u>	<u>Address</u>
Roberta T. Allegra	337 Interstate Boulevard Sarasota, Florida 34240
Carolyn Jeffries	337 Interstate Boulevard Sarasota, Florida 34240
W. David Key	337 Interstate Boulevard Sarasota, Florida 34240

9.4 Registered Office and Agent.

The registered agent and office of the Community Association, until otherwise determined by the Board of Directors, shall be the Law Offices of Wells | Olah, P.A., 1800 Second Street, Suite 808, Sarasota,

Florida 34236. The Board of Directors is authorized to change its Registered Agent and Office in the manner provided by Florida law.

9.5 Florida Statutes. Any reference to a statute herein, including, but not limited to, the Homeowners' Association Act and the Florida Not For Profit Corporation Act, shall include subsequent amendments and renumbering from time to time.