# **Rental Application Packet Checklist**

Please have the following forms completed when turning in Rental Application Packet. Criminal background checks are required on <u>ALL</u> tenants over 18 years old.

Rental registration form, which is the Transfer of Membership Form, completed and signed by both parties.	Criminal Background check form submitted <u>10</u> business days prior to planned arrival.
Vehicle registration form.	Release of Liability Form: <b>#1 remains blank</b> and resident signs at the bottom of the page inserting the Stoneybrook address.
Signed agreement that you and the owner have received, read, and agree to abide by the use restrictions, rules, and regulations of the association.	

• Signed Copy of fully executed Transfer of Membership Form or Lease Agreement, including all contact information

• Resident/Renter Gate Registration Form to be faxed from the rec center office to the security company upon arrival.

• Fee

## Processing Fee:

• <u>\$200.00</u> non-refundable Application Fee payable to Stoneybrook HOA

Applicant Name:\_\_\_\_\_

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

Applicant Phone Number:\_\_\_\_\_

# Please submit application with all necessary fees and paperwork to:

Stoneybrook at Heritage Harbour Community Association, Inc. 200 Golden Harbour Trail Bradenton, FL 34212 Office: 941-750-9688

# **TENANT**

I,\_\_\_\_\_\_, as tenant to reside at\_\_\_\_\_\_, Bradenton, FL, 34212, beginning \_\_\_\_\_\_,20\_\_\_,have received, read, and agree to abide by the use restrictions, rules and regulations of the Association. I am aware that failure to do so may cause the imposition of fines of \$50.00 per day, per violation to be charged to me and/or the owner of the unit. I am also aware that violation of the use restrictions, rules and regulations may result in my access credentials being deactivated.

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

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

# **OWNER**

l,	, as owner of the property at,
Bradenton, FL, 34212, am a	ware that I am responsible for the actions of my tenants, guests, and
invitees, including, but not l	limited to, them abiding by the use restrictions, rules and regulations of
the Association. I am aware	that their failure to do so may cause the imposition of fines of \$50.00
per day, per violation to be	charged to me and/or the owner of the unit. I am also aware that
violation of the use restricti	ons, rules and regulations may result in my access credentials being
deactivated. Owners also ne	eed to be aware that outstanding fines on your account will result in
denial for future rentals.	

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

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

# Pet Registration Form

(No more than two (2) pets permitted)

Owner:			
Renter:			
Address:			
Phone:		Email:	
Pet Information:			
Pet Name:	Age:	Weight:	Breed:
Description:			
Pet Name:	Age:		
Weight:Breed:			
Description:			
Acknowledgement & Agreeme	ent		
I/We am/are aware of the Asso	ciation rule	s, Regulations an	d Restrictions regarding pets on the
property and agree to abide by	them.		
Signed:			Date:
Signed:			Date:
Rec Center Office use only, GA	TE ACCESS:		
Renter Name:			
Gate Access Card / Sticker #:			
Phone Number for the gate dir	ectory:		
Rec Center Office Use Only: SI	ES:	Mail Chimp:	QuickBooks:

# **TRANSFER OF MEMBERSHIP**

**From Owner to Tenant** 

FIOIII Owner to renam	Background Check:
Owner's Name:	
Address of Rental	
roperty:	
Tenant's Name:	
Tenant's phone number:	
Start Date of Lease:	
End Date of Lease:	
Telephone Where Owner (Realtor) can be reached:	
Address Where Owner (Realtor) can be reached:	
Stoneybrook member acknowledges that transfer is for a minimum of thirty (3	0) days and that
the member does not have membership privileges for the duration of the trans	sfer.
Signature of MEMBER: (Not Realtor) OR fully executed lease	
Signature of TRANSFER:	
Transfer of Memberships acknowledges abiding all Governing Documents set f	orth by the Board
of Directors. *Please note that you can only rent your residence four (4) times	within one year.*

Date: Amt: Check #: From:

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



# **TENANT SCREENING RELEASE FORM**

### NOTICE TO APPLICANT REGARDING BACKGROUND INVESTIGATION

Notice is hereby given that \_\_\_\_\_\_\_\_\_("Requestor") intends to instruct ALLSTAR BACKGROUNDS, a Consumer Reporting Agency, as defined by the Fair Credit Reporting Act ("FCRA"), to obtain information about you in the course of Requestor's consideration of your application for tenancy. Thus you may be the subject of a "consumer report," or possibly an "investigative consumer report," defined by the FCRA as a background report that includes information about one's character, general reputation, personal characteristics and mode of living, and that might involve personal interviews with sources such as neighbors, friends or associates. Reports may include your Credit Report and reports may be obtained at any time after receipt of authorization and may be updated periodically if you remain a tenant, as permitted by law. The scope of this notice and authorization is all-encompassing, allowing Requestor and its agent to obtain from any outside organization all types of consumer reports and investigative consumer reports now and throughout the course of your tenancy, to the extent permitted by law.

#### **APPLICANT'S ACKNOWLEDGMENT AND AUTHORIZATION**

By signing below, I acknowledge receipt of a "NOTICE REGARDING BACKGROUND INVESTIGATION" and "A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT" and certify that I have read and understand both documents. Furthermore, I hereby authorize the obtaining of consumer reports and/or investigative consumer reports at any time, as long as I remain an employee, volunteer or tenant of Requestor, to the extent permitted by law. To this end, I hereby authorize, without reservation, any law enforcement agency, administrator, state or federal agency, institution, school or university, information service bureau, employer, drug screening firm, reference, landlord, and/or its record custodian, to furnish any and all background information sought by Requestor or by ALLSTAR BACKGROUNDS, acting on Requestor's behalf. I agree that a photocopy or fax of this Authorization shall be as valid as the original.

I understand that I may contact ALLSTAR BACKGROUNDS to request a copy of any Consumer Report about me, if one is obtained by Requestor. I understand that I have the right, upon written request made within a reasonable time, to inquire about the nature and substance of the information about me contained in ALLSTAR BACKGROUNDS's files. I understand that I have the right to inspect those files during regular business hours, having given reasonable notice and provided proper identification, and that I may be accompanied by one other person. I understand that I should direct such a request to ALLSTAR BACKGROUNDS, and that ALLSTAR BACKGROUNDS is required to make available to me someone who can explain the contents of my file. By checking this box,\_\_\_\_\_I indicate that I would like to receive a copy of any Investigative Consumer Report about me, if one is obtained by Requestor.

Your Email Address: Signature:\_\_\_\_\_ Date: \_\_\_\_\_ **PLEASE PRINT** First Middle Last (As it appears on your Driver's License) Date of Birth (MM/DD/YYYY) (For identification purposes only) Maiden Name/Any AKAs Social Security Number Driver's License Number State of Issue **PLEASE PROVIDE 7 YEAR'S ADDRESS HISTORY** Current Address City State Zip Years/Months Name of Current Landlord Phone Fax Previous Address Years/Months City State Zip

PLEASE PROVIDE CURRENT EMPLOYER INFORMATION

Previous Address

Current Employer	Address	City	State	Zip
Start Date				
<b>. . . .</b>				
<b>Applicant</b> : Return this	completed, signed "RELE		uestor.	
	(FOR OFFICE US	-		
Requestor: Please UPL	.OAD this signed "RELEA	<b>SE"</b> to ALLSTAR B	ACKGROUN	NDS or
FAX to ALLSTAR BACKG	ROUNDS at 888-502-12	99		
<b>Tenant Screen Packag</b>	je:			

City

State

Zip

Years/Months

# SEPTEMBER 2020

# The Stoneybrook Renter's Manual

www.stoneybrookhoa.com

All information contained within this document is subject to change without notice. Stoneybrook Recreation Center 200 Golden Harbour Trail Bradenton, FL 34212

# Welcome to your new home, Stoneybrook at Herítage Harbour!





# <u>Herítage Harbour</u>

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

# Stoneybrook at Herítage Harbour

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



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



courts, tennis & pickleball courts. Within this hometown, neighbors are encouraged to gather and organize themselves for the purpose of

enhancing personal lifestyles. As such, groups for tennis, golf, basketball, softball are available to name a few! As neighbors, you can come together for the enjoyment of sports and recreation.

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

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

# **Table of Contents**

Stoneybrook Community and County Contact Information	Page 4
Sub-Associations Contact Information	Page 5
Frequently Called Numbers	Page 6-7
Rules and Regulations of Heritage Harbour Master Association	*See Our Website @ <u>www.stoneybrookhoa.com</u> (Heritage Harbor Master Declaration of Covenants)
Rules and Regulations of Stoneybrook HOA	*See Our Website @ <u>www.stoneybrookhoa.com</u> (Stoneybrook Declaration of Covenants)
Stoneybrook Policy and Procedures	Page 8-9
Frequently Asked Questions	Page 10-13
Golf Cart Rules	Page 14
Rec Center Hours	Page 15
Pool and Fitness Room Rules	Page 16-18
Irrigation Schedule and Evacuation Procedure	Page 19-23

Maintenance of Common Areas, Lots &	Page 27-30	
Insurance		Page 31-32
Use Restrictions	Amended & Restated Declaration	Page 20-24 of 32

# Additional Information:

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

Homeowner & Renter Registration Form, Multipurpose Room Rental Agreement Form,

Transfer of Membership to Tenants, Waiver and Release of Liability for All Claims , Resident Form for Cards & Stickers

Architectural Modification Form, Details for Exterior Work

# STONEYBROOK COMMUNITY AND COUNTY CONTACT INFORMATION

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

Neighborhood Watch Chairperson: Jerry Janowich: 443-244-2667, 20jwilliam18@gmail.com

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

Roving Patrol: (941) 549-9637

Stoneybrook Recreation Center Office: (941) 750-9688

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

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

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

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

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

Manatee County Sheriff's Office Website: www.manateesheriff.com

Stoneybrook HOA Website: <u>www.stoneybrookhoa.com</u>

Heritage Harbour Resident Website: www.heritageharbourmaster.com

Stoneybrook Rec Center Email: stoneybrookreccenter@gmail.com

Property Manager's Email: manageratstoneybrookhoa@gmail.com

# **SUB-ASSOCIATION MANAGEMENT INFORMATION**

Stone Harbour I Contact: Nicole Grier, CAM 31 Sarasota Center Blvd., Suite B Sarasota, FL 34240 941-758-9454 ext. 131

Stone Harbour II Contact: Nicole Grier, CAM 31 Sarasota Center Blvd., Suite B Sarasota, FL 34240 941-758-9454 ext. 131

Stone Harbour III Contact: Nicole Grier, CAM 31 Sarasota Center Blvd., Suite B Sarasota, FL 34240 941-758-9454 ext. 131

Fairway Greens I, II, III & IV

**Contact: John Bittar, LCAM** 941-727-4698 Fax: 941-756-4980 Managed by: C&S Community Assoc. Mgmt. 803 Fairway Cove Lane 811 Fairway Cove Lane 819 Fairway Cove Lane

**Managed by: C&S Community Assoc. Mgmt.** 905 Fairway Cove Lane 915 Fairway Cove Lane 923 Fairway Cove Lane

Managed by: C&S Community Assoc. Mgmt. 1003 Fairway Cove Lane 1011 Fairway Cove Lane

#### Managed by: Casey Management

334-435 Fairway Isles Lane	FWG I
310 Fairway Isles Lane	FWG II
314 Fairway Isles Lane	
318 Fairway Isles Lane	
322 Fairway Isles Lane	
326 Fairway Isles Lane	
330 Fairway Isles Lane	
Eagle Isles Place	FWG II
Summer Greens Terrace	FWG III
207-306 Fairway Isles Lane	FWG IV

#### brook Managed by: Casey Management

9015-9141 Stone Harbour Loop

#### Coach Homes at Stoneybrook

#### **Contact: John Bittar**

9114 58<sup>th</sup> Dr. E. #101 Bradenton, FL 34202 941-727-4698 Fax: 941-756-4980 **Email: jbittar@caseymanagement.com** 

# **Frequently Called Numbers**

#### **Emergency Services**

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

### Police Department Non-Emergency Numbers

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

## Fire Department Non-Emergency Numbers

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

## Education

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

## Government/State

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

# Art and Culture

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

# **Business Information**

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

# **<u>Civic Center and Auditoriums</u>**

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

Sarasota Bradenton International Convention Center (941)355-9161

Tax Collector/Vehicle Registration Offices 819 US 301 Blvd., Bradenton (941)741-4801

Driver's License (Tax Collector's Office) 6007 111<sup>th</sup> St. E., Bradenton (941)741-4800 3611 First St. W., Bradenton (941)741-4801

#### Manatee County

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

# <u>Utilities</u>

Manatee County Utilities (941)792-8811

## Electricity\*

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

### Natural Gas\*

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

## **Healthcare**

Lakewood Ranch Medical 941-782-2100

Heritage Harbour Urgent Care 941-917-6440

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

## **Other Services**

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

## **Transportation**

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

### Water, Sewer, Garbage Service Unincorporated areas

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

## Television

Spectrum ~ 866-976-EASY Comcast Cable ~ 941-371-4444 Frontier FIOS ~ 800-483-4000

## **Telephone**

Spectrum ~ 813-624-9264 Spectrum ~ 866-976-EASY Frontier Business ~ 800-483-5000 Frrontier Residential ~ 800-483-4000

# STONEYBROOK COMMUNITY RESTRICTIONS

**Covenant Enforcement Policy and Procedures** 

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

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

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

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

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

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

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

**Board of Directors Hearing:** Prior to the next regularly scheduled Board of Directors meeting, the Manager will provide the Board members with relevant case documentation. At the hearing,

the Board will hear unit owner testimony, review relevant case documentation and agree by majority vote as to the need to dismiss, close the case because the violation has been remediated, or impose a fine.

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

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

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

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

# Frequently Asked Questions

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

HOA Governing Documents	Why do the HOA's have governing documents? They define the rights and obligations of the owners and the association to each other. They establish the criteria for assessments for the Communities Operational Expenses, and establish the Rules and Regulations known as the Homeowners' Manual. Declaration of <u>Covenants</u> - binds the owners and association for the purposes of maintaining, governing and funding the community. Bylaws - are the working document that governs rules for the administration and management of the association, such as voting rights, election procedures, and the scope of the powers and duties of the Board.
НОА	What are Deed Restrictions? The rules of the homeowners' association are considered a part of
HOA Homeowners'	its official records and the law requires a standard of reasonableness to ensure their enforceability,
Manual	especially in Architectural Guidelines and Compliance.
HOA Living	How do I pay my Neighborhood Maintenance Fees? A neighborhood assessment will be collected by the Homeowner's Association on a quarterly basis.
HOA Membership	<b>Do I have to be a member of the HOA?</b> Yes, membership is automatic when you are a landowner.
Homeowners'	Where can I get a Homeowners Manual? You can pick one up at Stoneybrook Recreation
Manual	Center or you can go online to www.stoneybrookhoa.com.
Hospital, Medical	Where can I seek non-emergency medical care? Sarasota Memorial Health Care Center is located in Heritage Harbour at 1040 River Heritage Boulevard (941)917-6440. *Hours: Monday-Sunday 8am-8pm
Hurricane Readiness	Where can I find tips to prepare for a hurricane? Go to, www.mymanatee.org. or go to the Department of Public Safety and Hurricane Readiness Center. We suggest our personalized plan at <u>www.stoneybrookhoa.com</u>
Library	Where is the nearest library? Braden River Library, 4915 SR 70 East, 727-6079. You also have a community lending library at Stoneybrook Recreation Center!
Mailbox & Post	Who is responsible for mailbox or post replacement? The homeowner is responsible for all mailbox or post replacement. Contact Forsite at 855-537-0200 for assistance on mailbox concerns or replacements
Pool Restroom	How can I access the pool restrooms? The Recreation Campus restroom can be accessed with
Access	your white access card, also used for the gates to the community. For the Stone Harbour Loop pool, the restrooms may be accessed by using this code: press 2 and 4 at the same time, release and press 3, then press enter.
Post Office	Where is the nearest Post Office? Lakewood Ranch Post Office is located at 5910 Post Blvd., off of SR70, first left turn east of Lorraine Road.
Recreation Campus	Where is Stoneybrook Recreation Center? Our address is, 200 Golden Harbour Trail. Recreation Center offices provide governance for the owners Associations, which include property management enforcement, modifications & more. The center office also handles all Stoneybrook maintenance and Community Activities (owner events/clubs/organizations). The Recreation Center is also home to a 6-acre campus including playground, tennis courts, basketball courts, pickleball courts, pool, Spa, volleyball court, family activity court, and grilling

	area and is open from Daylight to Dusk. Pool and Spa are open during daylight hours ONLY. You can reach the center at (941)750-9688, stoneybrookreccenter@gmail.com, or <u>manageratstoneybrookhoa@gmail.com</u> . The Recreation Center's hours are Monday thru Friday; 9:00am to 5:00pm, Saturday 10:00 am - 12:00 noon.
Roving Patrol	All emergency situations should be directed to 911. Non-emergency situations can also be reporter to the Sheriff's office at (941)747-3011. Roving Patrol is provided for Heritage Harbour from 6:00pm-6:00am Phone: (941)549-9637.
Solicitors	Can we stop Solicitors? No, but you can call, the Sheriff's Office at 941-747-3011
Stoneybrook Golf Course	<b>How do I contact the golf course</b> ? The Clubhouse is located to the right of the front gate house at 7515 Grand Harbour Parkway. Phone is 941-749-1842.
Street Light Repair	Call Florida Power and Light directly at 941-917-0708 or visit their web site at <u>www.fpl.com/customer/report/streetlight_single.shtml</u> . Please know the address of the home where the pole light is located or the pole number.
Street Parking	Where can an overnight guest park? In your driveway or garage. There is no parking on the streets for overnight guests. Street parking is only permitted for 4-hours The Rec Center Office is authorized to approve short-term passenger vehicle parking (1 to 5 nights) in the Recreation Center parking lot, on an exception basis. As Part of this authority, the Property Manager will set aside an area of the parking lot for such use and create a pass to be displayed in the vehicle's front window indicating the days that this privilege is effective.
Tax Collector Office	<b>What Services are Provided?</b> Property Tax payments, DMV Registration renewal, Driver's License & ID Cards, Handicapped Parking Permits, Hunting & Fishing License. <b>Location -</b> 6007 111th St. E. On SR 70, west of Lakewood Ranch Blvd., behind the Bradenton Herald. 741-4800.
Transfer of Membership	What is a Transfer of Membership? Current rules and regulations state that a Transfer of Membership is required whenever a property is leased or rented, no matter the time frame. Forms are available at the Recreation Center and the current administration fee is \$200.00 per transfer, if Stoneybrook obtains the criminal background check.
Trash Pickup Schedule	As of June 3 <sup>rd</sup> , 2019: Monday and Thursday for usual garbage pickup. Wednesday for yard/landscape waste. Monday for recycling. Place trash & recycling out by 6:00 AM on your collection day or the night before. Garbage bins & recycling carts should be within 3 ft. from the curb and 3 ft. away from any other obstacles. <b>Remember that landscape debris must be bundled in piles not over 4' long and not over 50 lbs. It can also be placed in lawn bags or cans.</b> Call Manatee County Utilities for garbage related questions: 941-792-8811.
Website for Homeowners'	Is there a Web Site for Homeowner's? Yes, www.stoneybrookhoa.com where you will find information about Staff, Governance, Community Newsletters that includes a calendar of monthly events, and much more.
Your Coupon Book and Management Payment Address	The return payment address on coupon books is: BB&T - PO Box 628207 Orlando, FL 32862-8207, if you do not have a coupon book you can mail directly to; Stoneybrook HOA, 200 Golden Harbour Trail, Bradenton, FL 34212.

# **GOLF CART RULES AND REGULATIONS**

# STONEYBROOK AT HERITAGE HARBOUR COMMUNITY ASSOCIATION

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

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

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

# **Community Recreation Center**

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

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

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

# **Hours of Operation**

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

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

# **STONEYBROOK HOA POOL RULES**

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

## Pool Hours of Operation: Sunrise to Sunset

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

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

## Care of the pool/spa area

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

# <u>Violations of any of these rules may result in removal of the offending party from the pool</u> <u>area for the remainder of the day</u>

# FIREWORKS!!

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

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

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

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

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

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

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

# Lecture Style/ Chairs Only

1/2 Room	Maximum Capacity	60
Full Room	Maximum Capacity	100

# **Banquet Style/ Round Tables**

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

## Seminar Style/ Rectangle Tables

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

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

# FITNESS GUIDELINES

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

# Fitness Room: Sunday-Saturday 24 hour (Gate Card Access)

1. Children under the age of 14 are NOT PERMITTED in the fitness room under any circumstances

2. Residents and guests use the Fitness Center at Your Own Risk

# SHIRTS AND CLOSE-TOED, RUBBER SOLE SHOES ARE REQUIRED IN THE FITNESS CENTER. NO SWIMSUITS OPEN-TOED OR STREET SHOES ALLOWED.

PLEASE DO NOT DROP OR BANG FREE WEIGHTS OR MACHINE WEIGHTS! STAFF IS NOT RESPONSIBLE FOR PERSONAL BELONGINGS. THANK YOU FOR YOUR COOPERATION IN OBSERVING OUR GUIDELINES.

# **ENJOY YOUR WORKOUT!**

# **CURRENT IRRIGATION SCHEDULE**

Watering is allowed twice a week – subject to change

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

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

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

NO WATERING ON MONDAY, TUESDAY, AND FRIDAY

# **Dear Manatee County Resident:**

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

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

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

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

## Sincerely,

Laurie Feagans, Chief of Emergency Management

# **Hurricane Evacuation Checklist**

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

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

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

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

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

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

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

Step 5: Pack Clothing, Bedding and Bathing Supplies

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# As the Storm Approaches:

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

# **ARTICLE 5**

#### Property Rights: Easements

5.1 <u>Use of Common Area</u>. Each Member, Tenant, Guest and Invitee shall have a perpetual nonexclusive 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 allor any part of the Common Area to any publicagency, 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 inorder to inspect the Lot. It is the intent hereof to prohibit dual usage of the Common Area.

5.1.4 <u>Easement for Repair, Maintenance and Encroachment</u>. If any Lot, or part of a Lot, shall encroach uponanyCommon Area for any reasonother 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 <u>Utility Easements. The Community Association shall have the right to grant such electric,</u> telephone, gas, water, sewer, irrigation, drainage, cable television, broadband or other easements, and to relocate any existing easement inany portion of the Community and to grant access easements and to relocate any existing access easements inany 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 usingagolfcourse within the Community shall exist over all Lots, Living Units, Neighborhood Common Area and the Common Area adjacent to agolfcourse to permitacts 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.

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

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

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

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

6.2. <u>Surface Water and Storm Water Management System</u>.

6.2.1 Maintenance and Operation. The COD, the Master Association, the Community Association or a Neighborhood Association, depending on the named "Permittee" under an applicable permit shall be responsible for the maintenance, operation, repair, and replacement of the Surface Water and Storm Water Management System. Maintenance of the Surface Water and Storm Water Management System. Maintenance of 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 <u>Effectof Dissolution</u>. In the event of the termination, dissolution, or final liquidation of the Community Assoc iation, 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 <u>Shared Facilities. Certain portions of the Surface Water and Storm Water</u> <u>Management System may serve the drainage needs of adjacent lands not within the Community. The</u> <u>Community Associat ion reserves the right to grant such drainage and/or use such easements and rights as</u> <u>the Community Association may deem necessary or appropriate for accomplishing the drainage needs of</u> <u>the Community and/or lands owned by others provided that such agreements shall not unreasonably</u> <u>interfere with the use of the system by the Owners or unreasonably increase the cost of maintenance of the</u> <u>system by the Community Association</u>.

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, inaccordance with the following:

63.1 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 notto 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 surfaces of garage doors, asoften as snape comply with the foregoing standards.

6.3.2 <u>Landscaping</u>. 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 hereinor 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 newsod or landscaping within thirty (30) days of placing such new sod or landscaping upon a Single FamilyLot.

6.3.4 <u>Mailboxes and Rights-of-Way. Each Owner of a Single Family Lot shall be</u> 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 <u>Association's Access to Lots. The Community Association has an irrevocable right of access to</u> Lots and improvements thereon as necessary to prevent damage to one or more Lots. The Community <u>Association's right of access includes</u>, 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 anOwner, Tenant, Guestor Invitee may beendangered. The exercise of the Community Association's rights of access to the Lots shall be accomplished with due respect for the rights of Owners to privacy and freedom from unreasonable annoyance.

6.5 5 Negligence: Damage Caused by Condition of Lot. The Owner of each Lotshall 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 the personal property 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 <u>Enforcement of Maintenance.</u> 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 initsjudgment 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.

#### **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 inor 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, oork 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 infull 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 inconnection with any maintenance, repair or replacement obligations.

8.2 <u>Air Conditioning Units</u>. 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 video programming services via multi-point distribution 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 inorder 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 ina respectful manner, or on Armed Forces Day, Memorial Day, FlagDay, Independence Day and Veterans Day, or be prevented from displaying in a respectful manner a portable, removable official USArmy, Navy, Air Force, Marine Corps or Coast Guard flag not larger than four-and-a-halffeet (4W) inareainarespectful manner, consistent with Title 36U.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 <u>Common Area</u>. 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 <u>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. Nightswimming isstrictly 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 petshall be brought into, enter upon or within, or remain upon or within the 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.</u>

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

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

8.9 <u>Garage Sales. No garage or vard sales shall be permitted on any Lot or Common Area without</u> the prior approval of the Association.

8.10 Garages, Trailers and Temporary Buildings. Nogarages, 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 <u>Garbage and Trash Disposal</u>. 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 <u>Holiday Decorations</u>. 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 <u>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 installand 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.</u>

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

8.16 <u>Landscaping</u>. All areas not covered by structures, wall<ways, 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 ingood and living condition.

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

8.18 <u>Master Declaration Restrictions</u>. 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 Lotor 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 <u>Outdoor Burning. Outdoor burning of trash or other debris, including leaves, is strictly</u> prohibited within the Community.

8.21 <u>Outdoor Storage. No Owner, Tenant, Guest or Invitee may place or store any personal property</u> 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 anyroad.streetorright-of-waywithin 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 'Nithin 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 often (10) continuous minutes. To the extent permitted by law, the Community Association is authorized to order the to'Ning of any vehicle or automobile in violation of the Governing Documents in accordance with Florida law.

8.22.1 <u>Driveways</u>. 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 <u>Sidewalks and Landscaped Areas</u>. 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 <u>Inoperable Vehicles</u>. 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 <u>Trailers</u>. 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 whilemaking deliveries to orfrom 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 <u>Sewage Disposal. No individual sewage disposal system shall be installed with in the</u> <u>Community by, or on behalf of, a Lot Owner.</u>

8.29 <u>Signs</u>. 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 <u>Solar Collectors and Roof Vents</u>. 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 <u>Sports Equipment. Other than basketball goals, portable sports equipment, such as hockey</u> 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 9:00a.m.and 8:00 p.m.localtime; (c) no portable sports equipment shall be used insuch a manner as to



create or constitute a nuisance; (d) no portable sports equipment shall be used upon the Common Area in such a manner asto 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 <u>Surface Water Management System. No Owner, Tenant, Guest or Invitee may alter or improve</u> 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 <u>Swimming Pools and Spas</u>. 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 inexcess of four (4) continuous hours.

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

8.35 <u>Water Supply</u>. 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.



# **GUEST REGISTRATION**

STONEYBROOK @ HERITAGE HARBOUR

Resident Name				
Address				
Phone				
	GUES	T NAMES		
1)				
2)				
3)				
4)				
	VE	HICLES		
Make:	Model:	State:	Plate:	
Make:	Model:	State:	Plate:	
	LENGT	H OF VISIT		
Date Arriving:				
Date Leaving:				
Signature of Resident:				



# **IMPORTANT INFORMATION & WEB PAGES**

# **Telephone Numbers**

Manatee County Emergency Management	1-941-749-3500
Manatee County Chapter American Red Cross	1-941-792-8686
Manatee County TDD**	1-941-742-5757
Manatee County Citizen Information Center	1-941-748-4501
Federal Emergency Management Agency	
Florida Division of Emergency Management	
Florida Department of Insurance	1-800-342-2762
Dept. of Insurance TDD	
Storm Hotline**	
National Flood Insurance Program	1-888-225-5353 ext. 445
Small Business Administration	1-800-488-5323
DeSoto County Emergency Management	1-941-993-4840
Hardee County Emergency Management	1-941-773-6373
Hillsborough County Emergency Management	1-813-276-2385
Pinellas County Emergency Management	1-727-464-3800
Polk County Emergency Management	1-941-534-0350
Sarasota County Emergency Management	1-941-861-5300
*=In time of emergency, don't use the telephone to get information	or advice, depend on the Local radio
television.	

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

# Web Pages

and

American Red Cross	www.redcross.org
Federal Emergency Management Agency (FEMA)	www.fema.gov
Florida Division of Emergency Management	www.dca.stste.fl.us/dem
Florida Department of Elder Affairs	www.fcn.state.fl.us/doea
National Flood Insurance Program	www.fema.gov/nfip
National Hurricane Center	www.nhc.noaa.gov
National Weather Service	www.nws.noaa.gov
Small Business Administration	www.sba.gov



# STONEYBROOK AT HERITAGE HARBOUR COMMUNITY ASSOCIATION, INC.

Office & location for registration: The Rec Center, 200 Golden Harbour Trail, Bradenton, FL 34212

# **RESIDENT/ RENTER REGISTRATION FORM**

Today's Date:		
COMMUNITY STREET ADDRESS:		F 1
OWNER Name:	Phone:	
Name:	Phone:	
TENANT Start Date of Lease:	End Date of Lease:	
Tenant Name:	Phone:	
Name:	Phone:	

Email Address (1): \_\_\_\_\_

Vehicle Information:

Make	Model	State	Plate Number

CONTROLLED ACCESS TECHNOLOGY (CAT 10 HF) CALL BOX INSTRUCTIONS

PRESS # TO SEE NAMES ON THE DIRECTORY, 10 NAMES APPEAR ON THE SCREEN AT ONE TIME. SCROLL THROUGH NAMES USING # TO GO FORWARD AND \* TO GO BACKWARDS. FIND THE RESIDENT'S LAST NAME AND PRESS THE NUMERIC CODE NEXT TO THEIR NAME. IF YOU ALREADY KNOW THE CODE, YOU DO NOT HAVE TO SCROLL THROUGH THE LIST. THE SYSTEM WILL DIAL THE PHONE NUMBER (DOMESTIC OR CANADA) THAT HAS BEEN PROGRAMMED INTO IT. TO LET A VISITOR IN YOU WILL PRESS (6) ON YOUR PHONE, HEAR THE TONE AND HANG UP. TO DENY ENTRY JUST HANG UP WITHOUT PRESSING ANY NUMBER.

CARDS ISSUED:	STICKERS ISS	SUED:
ENTERED IN: ACCESS CONTROL	MAILCHIMP	QUICKBOOKS



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

# MULTIPURPOSE ROOM PRIVATE PARTY RENTAL AGREEMENT

RESIDENT NAME:				
ADDRESS:				
PHONE #:	DATE OF	EVENT <u>:</u>		
TIME OF EVENT: FROM:	TO:	TYPE OF EVENT		
NUMBER OF GUESTS:	ALCO	HOL BEING SERVED: YES	NO	

# **TERMS and CONDITIONS**

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

THE RECREATION CENTER CANNOT BE USED FOR:

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

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

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

\*The center will not be available for events lasting more than four hours. All events must end by 10:00 P.M. For any event lasting more than 1/2 hour after the contracted ending time there will be \$50.00 held from their deposit for each additional 1i2 hour, but no event shall last past 10:00 P.M.

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



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

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

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

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

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

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

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

#### <u>General</u>

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

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

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

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

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



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

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

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

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

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

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

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

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

DATE:

SIGNATURE :

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



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

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

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

Owner's Name	
Address of Rental Property:	
Tenant Name:	
Tenant Telephone:	
Start Date of Lease:	
End Date of Lease:	
Telephone and Address where <u>Owner or Realtor can be reached</u> :	
Stoneybrook member acknowledges that transfer is for a minimum of thirty (30) days a that member does not have membership privileges for the duration of the transfer.	ınd
Signature of MEMBER (Not Realtor):	

OR fully executed lease

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

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

The administration fee of \$200.00 should accompany the Transfer Form and all documents must be submitted 10 DAYS <u>in advance of the lease start date</u>, to a staff member. Upon arrival, Tenants are advised to come directly to the Rec Center at 200 Golden Harbour Trail to complete the formal Transfer of Membership, purchase gate cards, register with gate security, and receive community information.



STONEYBROOK AT HERITAGE HARBOUR COMMUNITY ASSOCIATION, I N C . 200 GOLDEN HARBOUR TRAIL BRADENTON, FL 34212 P: 941-750-9688 F: 941-750-9363 www.stoneybrookhoa.com

# Waiver and Release of Liability for All Claims

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

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

1. Agrees as the responsible resident of \_\_\_\_\_\_, or as parent/legal guardian of afore mentioned a minor, or visitor, to report any condition prior to beginning activity that might be affected by participating in the intended activity.

2. Acknowledges and fully understands that each participant will be engaging in activities that involve risk of injury that might result not only from their own actions, inactions or negligence but the actions, inactions or negligence of others or the condition of the premises or of any equipment used. Further, there may be other risks not known to us or not reasonably foreseen at this time.

3. Assumes all foregoing risk and accepts personal responsibility for the damages following such injury, permanent disability or death.

4. Releases, waives, discharges and covenants not to sue Stoneybrook at Heritage Harbour Community Association, its affiliates, their respective Administrators, directors, staff, instructors and other employees of the organization, other participants, sponsors, and if applicable, lessees of premises used to conduct the event, all of which are thereafter referred to as releases, from any and all claims, demands, losses or damage on account of my injury, disability, death or property damage and the injury, death, or property damage sustained by the minor named above, caused or alleged to be caused in whole or in part by the negligence of the releases or otherwise.

5. Participant(s) agree to indemnify the Releases and each of them from any loss, liability, damage, or cost, including attorney's fees, that releases may incur as a result of the participation by the participant(s) or the minor child or children names in this release of all claims in any fitness activities or other activities or events held on the premises of Stoneybrook at Heritage Harbour Community Association, Inc., whether such loss, liability or damage is caused by the negligence of releases or otherwise.

Participant #1 Signature

Date

Participant #2 Signature

Date

Printed Name

Printed Name

Address in Stoneybrook

Phone



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

# **Resident Information for Cards & Stickers**

Today's Date:		
Property Address:		
Owner's Name:		
Owner's Phone Number:		
Tenant's Name:		
Tenant's Phone Number:		
Gate Cards Purchased (\$5/Card):		
Relation to Resident:	Card No:	
	Card No:	
Gate Stickers Purchased (\$10/Sticker):		
Relation to Resident:	_ Sticker No:	

Entered in SES\_\_\_\_\_