



# View Sub/Condo Legals

For the County of MIAMI-DADE

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Page 01

Source of Plat	PB	Book	160	Page	97	Authorized Legal Levels	L	B	/	T	/				
Sub/Condo Name	MIRENS PLACE														

LEVEL 1 Lot/Unit	and	LEVEL 2 Blk/Bldg	and	LEVEL 3 Sec/Twn/Rng
Range From - Through		Range From - Through		Range From - Through
1 - 81		1		
1 - 41		2		
1 - 24		3		
A - H				
J				



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\* \* \* \* \* THIS INFORMATION IS NOT CERTIFIED \* \* \* \* \*  
DATA FOR: SERGIO RIVERA LERNER DE LA TORRE...  
CUSTOMER NO.: 386801  
FUND BRANCH INFORMATION: CERTIFIED THROUGH 08/11/2005 AT 11:00 PM  
CERTIFIED THROUGH BOOK 23671 PAGE: 92  
CERTIFIED FROM 11/15/1976

FILE NUMBER: 2050145A  
DESCRIPTION: STONEBROOK HOA

OPENED: 09/12/2005

SP PB BK- 160 PG- 97 FILE/ORDER REF: 2050145A  
SEARCH FROM- 11/15/1976 THRU- 08/11/2005 ID-  
--L1-- --L2 --L3-- --L1-- --L2-- --L3-- --L1-- --L2-- --L3--

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PLAT NAME:  
MIRENS PLACE

DATE OF PLAT- 11/26/2003 AUTHORIZED LEVELS- LB / T /  
PLAT CERTIFIED - ALL POSTINGS CONFORM TO AUTHORIZED LEGALS.  
FUND BRANCH CERTIFIED THROUGH 08/11/2005 AT 11:00 PM  
SEARCH FROM DATE EARLIER THAN DATE OF PLAT WARNING

15 instruments found for search arguments

ATID

WARNING  
THIS SEARCH IS INCOMPLETE BETWEEN 11/15/1976  
AND 11/26/2003 . IT IS THE USERS RESPONSIBILITY  
TO DETERMINE THE CORRECT LEGALS  
(SEARCH ARGUMENTS) FOR EACH TIME SPAN AND TO  
INITIATE ADDITIONAL SEARCHES ON THOSE LEGALS.

ATTD \*\*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\*\* PAGE 0001 OF 0015  
DOF: 07112005 PR: OR 23557 4169 SR: CN 2005 0714494 DOI: 02042005  
TOI: MMA DESC: MIN: -  
1ST PARTY: STEVEN B GREENFIELD TRUSTEE WATERSTONE LAND TR BENEFICIARIES LFMN  
AR HOMES INC LOWELL AT MARBELLA 2 INC CARIBE S 2 L L C PRIME HOMES AT PORT  
OPINO OAKS LTD PRIME HOMES AT PORTOFINO PALMS LTD PRIME HOME AT (MORE NAMES)  
2ND PARTY: BK AMER

AMOUNT: NAME: TYPE:  
REFERENCE: OR 20224/4525 21927/3043  
LEGAL: WATERSTONE PHASE 2 (ELY PCL) FOR FOL DESC PROP LYING ELY & SELY CANA  
L 103 N-1; W/2 NE/4 SE/4 E/2 SE/4 NW/4 SE/4 E 3/4 S/2 SE/4 LESS E35 RD & LESS W2  
0' E55' SE/4 SE/4 SEC 10 57 39 & IRSS 340' E160' SE/4 SE/4 SEC 13 LESS E55' (INC)

COMMENTS: RERRC OR 23140/1966 TO CORR LEGAL DESC

1st pg SEARCHD A/ / PB 160 / 97 11/15/1976-08/11/2005

ATTD \*\*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\*\* PAGE 0002 OF 0015  
DOF: 06242005 PR: OR 23512 4214 SR: CN 2005 0661135 DOI: 05102005  
TOI: NOT DESC: ESTOPPRI. MIN: -  
1ST PARTY: EQUITY 1 (WATERSTONE) INC

2ND PARTY:

AMOUNT: NAME: TYPE:  
REFERENCE:  
LEGAL: A FOR NE/4 SE/4 SEC 3-57-39 DESC: COM AT SE COR SE/4 SEC 3, 589\*W AL  
G S LINE SE/4 SEC 3 75' TO A PT 75'W AS MEAS AT RGT ANG TO E LINE SE/4 SEC 3, NO  
\*W ALG A LINE 75'W & PARL WITH E LINE SE/4 SEC 3 1928.35' TO A PT 725'S AS (INC)

COMMENTS: REPLACED POST ALL MIRENS PL PB 160/97#SWD ATTACHED

SEARCHD A/ / PB 160 / 97 11/15/1976-08/11/2005

ATTD \*\*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\*\* PAGE 0003 OF 0015  
DOF: 05122005 PR: OR 23365 2604 SR: CN 2005 0486332 DOI: 01011900  
TOI: MMA DESC: MIN: -  
1ST PARTY: PRIME HOMES AT PORTOFINO PALMS LTD

2ND PARTY: BK AMER

AMOUNT: NAME: TYPE:  
REFERENCE:  
LEGAL: WATERSTONE PHASE 2 DRSC (ELY PCL) THAT FOR FOL DESC PROP LYING ELY &  
SELY CANAL 103 N-1 W/2 NE/4 SE/4 E/2 SE/4 NW/4 SE/4 E3/4 S/2 SE/4 LESS E35' RD  
LESS W20' E55' SE/4 SE/4 SEC 10 57-39 & LESS 40' E160' SE/4 SE/4 (INC)

COMMENTS: REPLACED ALSO POST ALL PD 160/95 160/57 161/1 161/11 161/23 161/24  
161/28 162/75 163/16 163/39

SEARCHD A/ / PB 160 / 97 11/15/1976-08/11/2005

ATID \*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\* PAGE 0004 OF 0015  
DOF: 05122005 PR: OR 23366 2594 SR: CM 2005 0486331 DOI: 05052005  
TOI: MMA DESC: MIN:  
1ST PARTY: STEVEN B GREENFIELD TRUSTEE WATERSTONE LAND TR

2ND PARTY: BK AMER

AMOUNT: NAME: TYPE:  
REFERENCE: OR 21927/2983 23140/1966 23270/582 23334/3212  
LEGAL: POR S/2 SEC 10-57 33 DESC: COM SW COR SE/4 SEC 10 PT BEING INTERSEC  
C/L SW 212TH ST (CAMPBELL DR) & WATERSTONE RD PHASE 2, POL COURSES & DIST ALG C/  
L WATERSTONE WAY N01\*W ALG W LINE SE/4 SEC 10 436.13' TO P.C. CUR TO RGT (INC)

COMMENTS: REPLATTED POST ALL PB 160/95 161/97 161/1 161/11 161/23 161/24 161/2  
8 161/75 163/16 163/38

SEARCHD A/ / PB 160 / 97 11/15/1976-08/11/2005

ATID \*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\* PAGE 0005 OF 0015  
DOF: 05042005 PR: OR 23334 3212 SR: CM 2005 0447259 DOI: 03252005  
TOI: MMA DESC: MIN:  
1ST PARTY: STEVEN B GREENFIELD TR WATERSTONE LAND TR

2ND PARTY: BK AMER

AMOUNT: NAME: TYPE:  
REFERENCE: OR 21927/2983 23140/1966 23270/582  
LEGAL: PCL M-LOWELL MARBELLA 2 POR S/2 SR/4 SEC 10-57-39 DESC: COM SE COR S  
3/4 SEC 10 PT BEING INTERSEC C/L SW 137TH AVE & SW 312TH ST, S89\*W ALG S LINE SR  
/4 SEC 10 & ALG C/L SW 312TH ST 160.03' TO POB PCL DESC, POB CONT S89\*W ALG(INC)

COMMENTS: REPLATTED POST ALL PB 160/95 ALL PB 161/1 ALL PB 161/11 ALL PB 162/7  
5 ALL PB 161/24 ALL PB 163/16 ALL PB 163/38 ALL PB 160/97 ALL PB 161/23 ALL PB 1  
61/28

SEARCHD A/ / PB 160 / 97 11/15/1976-08/11/2005

ATID \*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\* PAGE 0006 OF 0015  
DOF: 04142005 PR: OR 23270 582 SR: CM 2005 0370176 DOI: 02252005  
TOI: MMA DESC: MIN:  
1ST PARTY: STEVEN B GREENFIELD TR WATERSTONE LAND TR

2ND PARTY: BK AMER

AMOUNT: NAME: TYPE:  
REFERENCE: OR 23224/4525 21927/3043 21927/2983 23140/1910  
LEGAL: POR S/2 SEC 10-57-39 DESC: COM SW COR E/4 SW/4 SEC 10, N1\*W ALG W LI  
NE E/4 SW/4 SEC 10 40.01' TO PT 40'N MEAS RGT ANG TO S LINE SW/4 SEC 10 PT BEING  
POB PCL DESC, POB CONT N1\*W ALG W LINE E/4 SW/4 SEC 10 1069.2', N88\*E (INC)

COMMENTS: REPLATTED POST ALL PB 160/95 ALL PB 161/11 ALL PB 161/1 ALL PB 161/2  
4 ALL PB 162/75 ALL PB 163/16 ALL PB 161/28 ALL PB 160/97 ALL PB 161/23

SEARCHD A/ / PB 160 / 97 11/15/1976-08/11/2005

ATID \*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\* PAGE 0007 OF 0015  
DOF: 03072005 PR: OR 23140 135E SR: CN 2005 0220376 DOI: 02042005  
TOI: MMA DESC: MIN:  
1ST PARTY: STEVEN B GREENFIELD TR WATERSTONE LAND TR  
2ND PARTY: BK AMER

AMOUNT: NAME: TYPE:  
REFERENCE: OR 20224/4E25 21927/3043  
LEGAL: ELY PCL FOR FOL DRSC PROP LYING ELY & SELV CANAL 103 N-1 W/2 NE/4 SE  
/4 & E/2 SE/4 NW/4 SE/4 E/4 S/2 SE/4 LESS E35' RD & LESS W20' E55' SE/4 SE/4 SEC  
10-57-39 & LESS S40' E150' SE/4 SE/4 SEC 10 LESS E55' & LESS FOR SE/4 SE/4 (INC)

COMMENTS: REPIATED POST ALL PB 161/ ALL PB 161/11 ALL PB 160/95 ALL PB 161/24  
ALL PB 161/26 ALL PB 160/97 PB 161/23 & REREC OR 23557/4169 TO CORR LEGAL DESC

SEARCHED A/ / PB 160 / 97 11/15/1976-08/11/2005

ATID \*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\* PAGE 0000 OF 0015  
DOF: 02182005 PR: OR 23097 4538 SR: CN 2005 0166422 DOI: 01142005  
TOI: SM DESC: MIN:  
1ST PARTY: SUNTRUST BK  
2ND PARTY: CARIBE S L L C

AMOUNT: NAME: TYPE:  
REFERENCE: OR 21103/2708,2769,2753,2775 21342/2003 21912/1600 (INC)  
LEGAL: NONE

COMMENTS:

SEARCHED A/ / PB 160 / 97 11/15/1976-08/11/2005

ATID \*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\* PAGE 0009 OF 0015  
DOF: 12102004 PR: OR 22897 4673 SR: CN 2004 1105349 DOI: 12102004  
TOI: QCD DESC: MIN:  
1ST PARTY: CARIBE S L L C  
2ND PARTY: STONEBROOK H O A INC 1175E SW 90 ST STE 210 MAAMI FL 33186

AMOUNT: .60 NAME: MORRIS, DUANE L L P TYPE:  
REFERENCE: TN 10-7903-027-1473  
LEGAL: TR A D E F G & H PB 160/97

COMMENTS:

SEARCHED A/ / PB 160 / 97 11/15/1976-08/11/2005

ATID \*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\* PAGE 0010 OF 0015  
DOF: 03082004 PR: OR 22105 883 SR: CN 2004 0156063 DOI: 02272004  
TOI: MA DESC: MMA MIN:  
1ST PARTY: CARIBE S L L C

2ND PARTY: TRUST BK

AMOUNT: 3705800.00 NAME: TYPE:  
REFERENCE: OR 21103/2708 21342/2745 21712/1600  
LEGAL: N 2/3 N 3/4 E/2 W/2 SW/4 SEC 2-57-39 LESS N35' MEGHANS PL FOR NE/4 S  
EC 10 SE/4 SEC 3-57-39 DESC: HMG INTERSEC ELY R/W LINE S FL WATER MGMT DIST CANA  
L C-103 & ELY R/W LINE HOMESTRAD EXT FL TURNPIKE SR 621, AIG ELY R/W LINE (INC)

COMMENTS: POST ALL PB 161/3 & BLK 1-4 & PCL A, P-H C-L PS 161/23 & LT 1-37 BLK  
1 & BLK 3 & PCL A D-H PS 160/97

SEARCHED A/ / PB 160 / 97 11/15/1976-08/11/2005

ATID \*\*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\*\* PAGE 0011 OF 0015  
DOF: 12232003 PR: OR 21527 3043 SR: CN 2003 0950701 DCI: 12182003  
TOI: MMA DESC: PA MIN:  
1ST PARTY: STEVEN B GREENFIELD TR WATERSTONE LAND TR PRIME HOMES AT PORTOFINO  
NO FALLS LTD PRIME HOMES AT PORTOFINO GROVE LTD PRIME HOMES AT PORTOFINO CAK  
S LTD PRIME HOMES AT PORTOFINO PALMS LTD (INC)  
2ND PARTY: BK AMRR

AMOUNT: 24549846.00 NAME: TYPE:  
REFERENCE: OR 20224/4516, 4525  
LEGAL: WATERSTONE PHASE 2 DESC ELY PCL THAT FOR FOL DESC PROP LYING ELY & S  
ELY CANAL 103 N-1 W/2 NE/4 SE/4 E/2 SW/4 NW/4 SE/4 E3/4 S/2 SE/4 LESS E35' RD &  
LESS W20' E55' SE/4 SE/4 SEC 10-57-39 & LESS S40' E160' SE/4 SE/4 SEC 10 (INC)

COMMENTS: REPIATTED POST ALL PB 161/1 ALL PS 161/11 PB 160/95 ALL PB 160/37

SEARCHED A/ / PB 160 / 97 11/15/1976-08/11/2005

ATID \*\*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\*\* PAGE 0012 OF 0015  
DOF: 12232003 PR: OR 21527 2963 SR: CN 2003 0950703 DCI: 12182003  
TOI: MMA DESC: MIN:  
1ST PARTY: STEVEN B GREENFIELD TR WATERSTONE LAND TR BENEFICIARIES LENNAR HO  
MES INC LOWELL AT MARBELLA 2 INC CARIBE S 2 L L C PRIME HOMES AT PORTOFINO  
OAKS LTD PRIME HOMES AT PORTOFINO PALM LTD (INC)  
2ND PARTY: BK AMER

AMOUNT: NAME: TYPE:  
REFERENCE: OR 20224/4525  
LEGAL: WATERSTONE PHASE 2 DESC ELY PCL THAT FOR FOL DESC PROP LYING ELY & S  
ELY CANAL 103 N-1 W/2 NE/4 SE/4 E/2 SE/4 NW/4 SE/4 E3/4 S/2 SE/4 LESS E35' RD &  
LESS W20' E55' SE/4 SE/4 SEC 10-57-39 & LESS S40' E160' SE/4 SE/4 SEC 10 (INC)

COMMENTS: CIP ATTACHED@REPIATTED POST ALL PB 161/1 ALL PS 161/11 ALL PS 160/95  
ALL PB 160/97

SEARCHED A/ / PB 160 / 97 11/15/1976-08/11/2005

ATID \*\*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\*\* PAGE 0013 OF 0015  
DOF: 12092003 PR: OR 21890 2341 SR: CN 2003 0950682 DCI: 12052303  
TOI: DCC DESC:

*Handwritten signature*

1ST PARTY: CARIBE S L L C JOINED BY STONEBROCK HOA INC

2ND PARTY:

AMOUNT: NAME: TYPE:  
REFERENCE:  
LEGAL: ALL PB 160/97

COMMENTS:

SEARCHID A / / PB 160 / 97 11/15/1976-08/11/2005

ATID \*\*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\*\* PAGE 0014 OF 0015  
DOP: 12082003 PR: OR 21882 1541 SR: CN 2003 0907136 DOI: 09152003  
TC1: RSN DRSC: R-2003-09-86 MIN: -  
1ST PARTY: CITY HOMESTEAD

2ND PARTY:

AMOUNT: NAME: TYPE:  
REFERENCE:

LEGAL: FOR SE/4 SEC 3-57-39 DRSC: BEG AT PT THAT IS 725.00' S N LINE & 75.00' W E LINE SE/4 SEC 3 PT LYING ON W R/W LINE SW 137TH AVE, S00'E ALG LINE THAT IS S 75.00' W E LINE SE/4 SEC 3 & ALG W R/W LINE SW 137TH AVE FOR 942.63', S89\*W FOR R 658.85', S44\*W FOR 209.68', N70\*W RAD TO NEXT DESC CUR FOR 20.00' TO PT CIR C UR CONCAVE TO NW PT LYING ON ELY R/W LINE NE 41ST TERR AS TERR IS SHOWN ON PLAT WATERSTONE ROADS IN BUENAVENTURA LAKES, FOL COURSES & ALG ELY NLY & WLY R/W LINE NE 41ST TERR NELY NLY & NWLY ALG CUR TO LET FOR ITS ELEMENTS RAD 50.00' & CA 47\* AN ARC 41.04' TO P.R.C., TO RGT ALG CUR FOR ITS ELEMENTS RAD 75.00' & CA 36\* AN ARC 47.19' TO PT, N81\*W RAD TO LAST DESC CUR FOR 71.28' (INC)

COMMENTS: POST ALL PB 160/97

SEARCHID A / / PB 160 / 97 11/15/1976-08/11/2005

ATID \*\*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\*\* PAGE 0015 OF 0015  
DOP: 11262003 PR: PB 160 97 SR: CN 2003 0880800 DOI: 01011900  
TC1: FLT DRSC: MIN: -  
1ST PARTY: CARIBE S LLC S DADE VENTURES COM DEV DISTRICT

2ND PARTY:

AMOUNT: NAME: TYPE:  
REFERENCE:

LEGAL: MIRENS PLACR (PB 160/97) DRSC: FOR SE/4 SEC 3-57-39 DRSC: BEG AT PT THAT IS 725.00' S N LINE & 75.00' W E LINE SE/4 SEC 3 PT LYING ON W R/W LINE SW 137TH AVE, S00'E ALG LINE THAT IS 75.00' W E LINE SE/4 SEC 3 ALG W R/W LINE SW 137TH AVE FOR 942.63', S89\*W FOR 658.87', S44\*W 209.68', N70\*W RAD TO NEXT ESC CUR 20.00' TO PT CIR CUR CONCAVE TO NW PT LYING ON ELY R/W LINE NE 41ST TERR TERR SHOWN ON PLAT WATERSTONE PB 160/91, FOL COURSES & ALG ELY ROADS NLY & WLY R/W N E 41ST TERR NELY NLY & NWLY ALG CUR TO LET FOR ITS ELEMENTS RAD 50.00' & CA 47\* ARC 41.04' TO P.R.C., TO RGT ALG CUR FOR ITS ELEMENTS RAD 75.00' & CA 36\* AN ARC 47.19' TO PT, N81\*W RAD TO LAST DESC CUR FOR 71.28' TO PT ON CIR CUR (INC)

COMMENTS:

1st pg SEARCHID A / / PB 160 / 97 11/15/1976-08/11/2005

ATID ATTORNEY TITLE INFORMATION DISPLAY SYSTEM

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\*\*\*\*\* SEARCH COMPLETE \*\*\*\*\*





ATID \*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\* PAGE 0001 OF 0012  
DOF: 07112005 PR: OR 23557 4169 SR: CN 2005 0714494 DOI: 02042005  
TOI: MMA DESC: MIN: -  
1ST PARTY: STEVEN B GREENFIELD TRUSTEE WATERSTONE LAND TR BENEFICIARIES LENN  
AR HOMES INC LOWELL AT MARBELLA 2 INC CARIBE S 2 L L C PRIME HOMES AT PORT  
OFINO OAKS LTD PRIME HOMES AT PORTOFINO PALMS LTD PRIME HOME AT (MORE NAMES)  
2ND PARTY: BK AMER

AMOUNT: NAME: TYPE:  
REFERENCE: OR 20224/4525 21977/3043  
LEGAL: WATERSTONE PHASE 2 (ELY PCL) FOR POL DESC PROP LYING ELY & SELV CANA  
L 102 N 1: W/2 NE/4 SE/4 E/2 SE/4 NW/4 SR/4 E 3/4 S/2 SE/4 LESS R35 RD & LESS W2  
0' E55' SE/4 SE/4 SEC 10-57-39 & LESS 340' E160' SE/4 SE/4 SEC 10 LESS E55' (INC)

COMMENTS: REREC OR 23140/1966 TO CORR LEGAL DESC

1st pg-SEARCHD 3/ / PB 160 / 97 11/15/1976 08/11/2005

ATID \*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\* PAGE 0002 OF 0012  
DOF: 05242005 PR: OR 23512 4214 SR: CN 2005 0661135 DOI: 05102005  
TOI: NOT DESC: ESTOPEL MIN: -  
1ST PARTY: EQUITY 1 (WATERSTONE) INC

2ND PARTY:

AMOUNT: NAME: TYPE:  
REFERENCE:  
LEGAL: A FOR NE/4 SE/4 SEC 3-57-39 DESC: COM AT SE COR SE/4 SEC 3, 889\*W AL  
G S LINE SE/4 SEC 3 75' TO A PT 75'W AS MEAS AT RGT ANG TO E LINE SR/4 SRC 3, NO  
\*W ALG A LINE 75'W & PARL WITH E LINE SE/4 SEC 3 1928.35' TO A PT 725'S AS (INC)

COMMENTS: REPLATED POST ALL MIRENS PL PB 160/37@SWD ATTACHED

SEARCHD 2/ / PB 160 / 97 11/15/1976-08/11/2005

ATID \*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\* PAGE 0003 OF 0012  
DOF: 35122005 PR: OR 23366 2604 SR: CN 2005 0486332 DOI: 01011900  
TOI: MMA DESC: MIN: -  
1ST PARTY: PRIME HOMES AT PORTOFINO PALMS LTD

2ND PARTY: BK AMER

AMOUNT: NAME: TYPE:  
REFERENCE:  
LEGAL: WATERSTONE PHASE 2 DESC (ELY PCL) THAT FOR POL DESC PROP LYING ELY &  
SELV CANAL 103 N-1 W/2 NE/4 SE/4 E/2 SE/4 NW/4 SE/4 E3/4 S/2 SE/4 LESS E35' RD  
LESS W20' E35' SE/4 SE/4 SEC 10-57-39 & LESS 40' E160' SE/4 SE/4 (INC)

COMMENTS: REPLATED ALSO POST ALL PS 160/95 160/97 161/1 161/11 161/23 161/24  
161/20 162/75 163/16 163/39

SEARCHD 2/ / PB 160 / 97 11/15/1976 08/11/2005

ATID \*\*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\*\* PAGE 0004 OF 0012  
DOF: 05122005 PR: OR 23366 2594 SR: CN 2005 0486331 DOI: 05052005  
TOI: MMA DESC: MIN: -  
1ST PARTY: STEVEN B GREENFIELD TRUSTEE WATERSTONE LAND TR

2ND PARTY: BK AMER

AMOUNT: NAME: TYPE:  
REFERENCE: OR 21927/2903 23140/1966 23270/582 23334/3212  
LEGAL: POR S/2 SEC 10-57-39 DESC: COM SW COR SE/4 SEC 10 PT BEING INTERSEC  
C/L SW 312TH ST (CAMPELLE DR) & WATERSTONE RD PHASE 2, FOL COURSES & DIST ALG C/  
L WATERSTONE WAY N91\*W ALG W LINE SE/4 SEC 10 456.13' TO P.C. CUR TO RGT (INC)

COMMENTS: REPLATTED POST ALL PB 160/95 161/97 161/11 161/23 161/24 161/28  
161/75 163/16 163/38

SEARCHED J/ / PB 160 / 97 11/15/1976-08/11/2005

ATID \*\*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\*\* PAGE 0005 OF 0012  
DOF: 05042005 PR: OR 23334 3212 SR: CN 2005 0447259 DOI: 03252005  
TOI: MMA DESC: MIN: -  
1ST PARTY: STEVEN B GREENFIELD TR WATERSTONE LAND TR

2ND PARTY: BK AMER

AMOUNT: NAME: TYPE:  
REFERENCE: OR 21927/2903 23140/1966 23270/582  
LEGAL: PCL M-LOWELL MARSELLA 2 POR S/2 SR/4 SEC 10-57-39 DESC: COM SE COR S  
E/4 SEC 10 PT BEING INTERSEC C/L SW 137TH AVE & SW 312TH ST, S89\*W ALG S LINE SE  
/4 SEC 10 & ALG C/L SW 312TH ST 160.03' TO POB PCL DESC, POR CONT S89\*W ALG(INC)

COMMENTS: REPLATTED POST ALL PB 160/95 ALL PB 161/11 ALL PB 161/23 ALL PB 162/75  
ALL PB 161/24 ALL PB 163/16 ALL PB 163/38 ALL PB 160/97 ALL PB 161/23 ALL PB 161/28

SEARCHED J/ / PB 160 / 97 11/15/1976-08/11/2005

ATID \*\*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\*\* PAGE 0006 OF 0012  
DOF: 04142005 PR: OR 23270 582 SR: CN 2005 0370176 DOI: 02252005  
TOI: MMA DESC: MIN: -  
1ST PARTY: STEVEN B GREENFIELD TR WATERSTONE LAND TR

2ND PARTY: BK AMER

AMOUNT: NAME: TYPE:  
REFERENCE: OR 20224/4525 21927/3043 21927/2903 23140/1910  
LEGAL: POR S/2 SEC 10-57-39 DESC: COM SW COR E/4 SW/4 SEC 10, N1\*W ALG W LI  
NE E/4 SW/4 SEC 10 10.01' TO PT 40'N MEAS RGT ANG TO S LINE SW/4 SEC 10 PT BEING  
POB PCL DESC, POR CONT N1\*W ALG W LINE E/4 SW/4 SEC 10 1069.2', N8E\*E (INC)

COMMENTS: REPLATTED POST ALL PB 160/95 ALL PB 161/13 ALL PB 161/1 ALL PB 162/24  
ALL PB 162/75 ALL PB 163/16 ALL PB 161/28 ALL PB 163/97 ALL PB 161/23

SEARCHED J/ / PB 160 / 97 11/15/1976 08/11/2005

ATID \*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\* PAGE 0007 OF 0012  
DOF: 03072005 PR: OR 23140 1966 SR: CN 2005 0220079 DOI: 02042005  
TOI: MMA DESC: MIN:  
1ST PARTY: STEVEN B GREENFIELD TR WATERSTONE LAND TR  
2ND PARTY: BK AMER

AMOUNT: NAME: TYPE:  
REFERENCE: OR 20224/4525 21927/3043  
LEGAL: ELY PCL FOR FOL DESC PROP LYING ELY & SELY CANAL 103 N-1 W/2 NE/4 SE  
/4 & E/2 SR/4 NW/4 SE/4 E/4 S/2 SE/4 LESS E35' RD & LESS W20' E55' SE/4 SE/4 SEC  
10 57-39 & LESS S40' E160' SE/4 SE/4 SEC 10 LESS E55' & LESS FOR SE/4 SE/4 (INC)

COMMENTS: REPLATTED POST ALL PB 161/ ALL PB 161/11 ALL PB 160/9E ALL PB 161/24  
ALL PB 161/28 ALL PB 160/97 PB 161/23 & REREC OR 23557/4169 TO CORR LEGAL DESC

SEARCHED J/ / PB 160 / 97 11/15/1976-08/11/2005

ATID \*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\* PAGE 0008 OF 0012  
DOF: 12232003 PR: OR 21927 3043 SR: CN 2003 0950701 DOI: 12182003  
TOI: MMA DESC: WA MIN:  
1ST PARTY: STEVEN B GREENFIELD TR WATERSTONE LAND TR PRIME HOMES AT PORTOFINO  
NO FALLS LTD PRIME HOMES AT PORTOFINO GROVE LTD PRIME HOMES AT PORTOFINO OAK  
S LTD PRIME HOMES AT PORTOFINO PALMS LTD (INC)  
2ND PARTY: BK AMER

AMOUNT: 24549846.00 NAME: TYPE:  
REFERENCE: OR 20224/4516, 4525  
LEGAL: WATERSTONE PHASE 2 DESC ELY PCL THAT FOR FOL DESC PROP LYING ELY & S  
ELY CANAL 103 N-1 W/2 NE/4 SE/4 E/2 SE/4 NW/4 SE/4 E3/4 S/2 SE/4 LESS E25' RD &  
LESS W20' E55' SE/4 SE/4 SEC 10-57-39 & LESS S40' E160' SE/4 SE/4 SEC 10 (INC)

COMMENTS: REPLATTED POST ALL PB 161/1 ALL PB 161/11 PB 160/9E ALL PB 160/97

SEARCHED J/ / PB 160 / 97 11/15/1976 08/11/2005

ATID \*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\* PAGE 0009 OF 0012  
DOF: 12232003 PR: OR 21927 2983 SR: CN 2003 0950700 DOI: 12182003  
TOI: MMA DESC: MIN:  
1ST PARTY: STEVEN B GREENFIELD TR WATERSTONE LAND TR BENEFICIARIES LENNAR HO  
MES INC LOWELL AT MARBELLA 2 INC CARTER S 2 L L C PRIME HOMES AT PORTOFINO  
OAKS LTD PRIME HOMES AT PORTOFINO PALM LTD (INC)  
2ND PARTY: BK AMER

AMOUNT: NAME: TYPE:  
REFERENCE: OR 20224/4525  
LEGAL: WATERSTONE PHASE 2 DESC ELY PCL THAT FOR FOL DESC PROP LYING ELY & S  
ELY CANAL 103 N-1 W/2 NE/4 SE/4 E/2 SE/4 NW/4 SE/4 E3/4 S/2 SE/4 LESS E25' RD &  
LESS W20' E55' SE/4 SE/4 SEC 10-57-39 & LESS S40' E160' SE/4 SE/4 SEC 10 (INC)

COMMENTS: CTF ATTACHED&REPLATTED POST ALL PB 161/1 ALL PB 161/11 ALL PB 160/9E  
ALL PB 160/97

SEARCHED J/ / PB 160 / 97 11/15/1976-08/11/2005

ATID \*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\* PAGE 0010 OF 0012  
DOF: 12092003 PR: OR 21850 2341 SR: CN 2003 0910682 DOI: 12052033  
TOI: DOC DESC: MIN: -  
1ST PARTY: CARIBE S L L C JOINED BY STONEBROOK HOA INC

2ND PARTY:

AMOUNT: NAME: TYPE:  
REFERENCE:  
LEGAL: ALI PB 160/97

COMMENTS:

SEARCHED J/ / PR 160 / 97 11/15/1976-08/11/2005

ATID \*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\* PAGE 0011 OF 0012  
DOF: 12082003 PR: OR 21882 1541 SR: CN 2003 0907136 DOI: 09152003  
TOI: RSN DESC: R-2003-09-86 MIN: -  
1ST PARTY: CITY HOMESTEAD

2ND PARTY:

AMOUNT: NAME: TYPE:  
REFERENCE:

LEGAL: FOR SE/4 SEC 3 57-39 DESC: BEG AT PT THAT IS 725.00' S N LINE & 75.00' W E LINE SE/4 SEC 3 PT LYING ON W R/W LINE SW 137TH AVE, S0\*E ALG LINE THAT IS 75.00' W E LINE SE/4 SEC 3 & ALG W R/W LINE SW 137TH AVE FOR 942.63', S89\*W FOR 658.86', S44\*W FOR 209.68', N73\*W RAD TO NEXT DESC CUR FOR 20.00' TO PT CIR CUR CONCAVE TO NW PT LYING ON ELY R/W LINE NE 41ST TERR AS TERR IS SHOWN ON PLAT WATERSTONE ROADS IN BUENAVENTURA LAKES, FOL COURSES & ALG ELY NLY & WLY R/W LINE NE 41ST TERR NELY NLY & NWLY ALG CUR TO LPT FOR ITS ELEMENTS RAD 50.00' & CA 47\* AN ARC 41.04' TO P.R.C., TO RGT ALG CUR FOR ITS ELEMENTS RAD 75.00' & CA 36\* AN ARC 47.19' TO PT, N81\*W RAD TO LAST DESC CUR FOR 71.28' (INC)

COMMENTS: POST ALL PB 160/97

SEARCHED J/ / FB 160 / 97 11/15/1976-08/11/2005

ATID \*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\* PAGE 0012 OF 0012  
DOF: 11262003 PR: PB 160 97 SR: CN 2003 0880803 DOI: 01011900  
TOI: PLT DESC: MIN: -  
1ST PARTY: CARIBE S LLC S DADE VENTURES COM DEV DISTRICT

2ND PARTY:

AMOUNT: NAME: TYPE:  
REFERENCE:

LEGAL: MIRENS PLACE (PB 160/97) DESC: FOR SE/4 SEC 3-57-39 DESC: BEG AT PT THAT IS 725.00' S N LINE & 75.00' W E LINE SE/4 SEC 3 PT LYING ON W R/W LINE SW 137TH AVE, S00\*E ALG LINE THAT IS 75.00' W E LINE SE/4 SEC 3 ALG W R/W LINE SW 137TH AVE FOR 942.63', S89\*W FOR 658.87', S44\*W 209.68', N70\*W RAD TO NEXT ESC CUR 20.00' TO PT CIR CUR CONCAVE TO NW PT LYING ON ELY R/W LINE NE 41ST TERR TERR SHOWN ON PLAT WATERSTONE PB 160/97, FOL COURSES & ALG ELY ROADS NLY & WLY R/W N E 41ST TERR NELY NLY & NWLY ALG CUR TO LPT FOR ITS ELEMENTS RAD 50.00' & CA 47\* AN ARC 41.04' TO P.R.C., TO RGT ALG CUR FOR ITS ELEMENTS RAD 75.00' & CA 36\* AN ARC 47.19' TO PT, N81\*W RAD TO LAST DESC CUR FOR 71.28' TO PT ON CIR CUR (INC)

COMMENTS:

Lst pg-SEARCHD

J/ /

PB 160 /

97 11/15/1976 08/11/2005

ATID

ATTORNEY TITLE INFORMATION DISPLAY SYSTEM

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\*\*\*\*\* SEARCH COMPLETE \*\*\*\*\*

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ATID \*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\* PAGE 0001 OF 0020  
DOF: 07112005 PR: OR 23557 4169 SR: CN 2005 0714494 DOI: 02042005  
TOI: MMA DESC: MIN: -  
1ST PARTY: STEVEN B GREENFIELD TRUSTEE WATERSTONE LAND TR BENEFICIARIES LENN  
AR HOMES INC LOWELL AT MARRIETTA 2 INC CARIBE S 2 L L C PRIME HOMES AT PORT  
OFINO OAKS LTD PRIME HOMES AT PORTOFINO PALMS LTD PRIME HOME AT (MORE NAMES)  
2ND PARTY: BK AMER

AMOUNT: NAME: TYPE:  
REFERENCE: OR 23224/4525 21927/3043  
LEGAL: WATERSTONE PHASE 2 (ELY PCL) POR FOL DESC PROP LYING ELY & SELV CANAL  
L 103 N-1: W/2 NE/4 SE/4 E/2 SE/4 NW/4 SE/4 E 3/4 S/2 SE/4 LESS E35 RD & LESS W2  
0' E55' SE/4 SE/4 SEC 10 57-39 & LESS S40' E160' SE/4 SE/4 SEC 10 LESS E55' (INC)

COMMENTS: REPEC OR 23140/1966 TO CORR LEGAL DESC

1st pg-SEARCHD 1/ 1/ PB 160 / 97 11/15/1975-08/11/2005

ATID \*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\* PAGE 0002 OF 0020  
DOF: 06242005 PR: OR 23512 4214 SR: CN 2005 0661135 DOI: 05132005  
TOI: NOT DESC: ESTOPPEL MIN: -  
1ST PARTY: EQUITY 1 (WATERSTONE) INC  
2ND PARTY:

AMOUNT: NAME: TYPE:  
REFERENCE:  
LEGAL: A POR NE/4 SW/4 SEC 3-57-39 DESC: COM AT SE COR SE/4 SEC 3, S85\*W AL  
G S LINE SE/4 SEC 3 75' TO A PT 75'W AS MEAS AT RGT ANG TO E LINE SE/4 SEC 3, NO  
\*W ALG A LINE 75'W & PARL WITH E LINE SE/4 SEC 3 1328.35' TO A PT 725'S AS (INC)

COMMENTS: REPLATTED POST ALL MIRENS PL PB 160/97@SND ATTACHED

SEARCHD 1/ 1/ PB 160 / 97 11/15/1976-08/11/2005

ATID \*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\* PAGE 0003 OF 0020  
DOF: 05122005 PR: OR 23366 2604 SR: CN 2005 0486332 DOI: 01011900  
TOI: MMA DESC: MIN: -  
1ST PARTY: PRIME HOMES AT PORTOFINO PALMS LTD  
2ND PARTY: BK AMER

AMOUNT: NAME: TYPE:  
REFERENCE:  
LEGAL: WATERSTONE PHASE 2 DESC (ELY PCL) THAT POR FOL DESC PROP LYING ELY &  
SELY CANAL 103 N-1 W/2 NE/4 SE/4 E/2 SE/4 NW/4 SE/4 E1/4 S/2 SE/4 LESS E35' RD  
LESS W20' E55' SE/4 SE/4 SEC 10-57-39 & LESS 40' E160' SE/4 SE/4 (INC)

COMMENTS: REPLATTED ALSO POST ALL PG 160/95 160/97 161/1 161/11 161/23 161/24  
161/28 162/75 163/16 163/39

SEARCHD 1/ 1/ PB 160 / 97 11/15/1976-08/11/2005



ATID \*\*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\*\* PAGE 0004 OF 0020  
DOF: 05122005 PR: OR 23266 2554 SR: CN 2005 0496331 DOI: 05052005  
TOI: MMA DESC: MIN:  
1ST PARTY: STEVEN B GREENFIELD TRUSTEE WATERSTONE LAND TR

2ND PARTY: BK AMER

AMOUNT: NAME: TYPE:  
REFERENCE: OR 21927/2983 23140/1966 23270/582 23334/3212  
LEGAL: POR S/2 SEC 10-57-39 DESC: COM SW COR SE/4 SEC 10 PT BEING INTERSEC  
C/L SW 312TH ST (CAMPBELL DR) & WATERSTONE RD PHASE 2, FOL COURSES & DIST ALG C/  
L WATERSTONE WAY N01\*W ALG W LINE SE/4 SEC 10 436.23' TO P.C. CUR TO RGT (INC)

COMMENTS: REPLATTED POST ALL PB 160/95 16//97 161/1 161/11 161/23 161/24 161/2  
8 16/75 163/16 163/38

SEARCHED 1/ 1/ PB 160 / 97 11/15/1976-08/11/2005

ATID \*\*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\*\* PAGE 0005 OF 0020  
DOF: 05042005 PR: OR 23334 3212 SR: CN 2005 0447259 DOI: 03252005  
TOI: MMA DESC: MIN:  
1ST PARTY: STEVEN D GREENFIELD TR WATERSTONE LAND TR

2ND PARTY: BK AMER

AMOUNT: NAME: TYPE:  
REFERENCE: OR 21927/2983 23140/1966 23270/582  
LEGAL: PCL M-LOWELL MARBELLA 2 POR S/2 SE/4 SEC 10-57-39 DESC: COM SE COR S  
E/4 SEC 10 PT BEING INTERSEC C/L SW 137TH AVE & SW 312TH ST, 889\*W ALG S LINE SE  
/4 SEC 10 & ALG C/L SW 312TH ST 150.03' TO POB PCL DRSC, PCB CONT 889\*W ALG(INC)

COMMENTS: REPLATTED POST ALL PB 160/95 ALL PB 161/1 ALL PB 161/11 ALL PB 162/7  
5 ALL PB 161/24 ALL PB 163/16 ALL PB 163/38 ALL PB 160/37 ALL PB 161/23 ALL PB 1  
61/28

SEARCHED 1/ 1/ PB 160 / 97 11/15/1976-08/11/2005

ATID \*\*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\*\* PAGE 0006 OF 0023  
DOF: 04142005 PR: OR 23273 582 SR: CN 2005 0370176 DOI: 02252005  
TOI: MMA DESC: MIN:  
1ST PARTY: STEVEN B GREENFIELD TR WATERSTONE LAND TR

2ND PARTY: BK AMER

AMOUNT: NAME: TYPE:  
REFERENCE: OR 20224/4525 21927/3043 21927/2983 23140/1910  
LEGAL: POR S/2 SEC 10-57-39 DESC: COM SW COR E/4 SW/4 SEC 10, N1\*W ALG W LI  
NE E/4 SW/4 SEC 10 40.01' TO PT 40'N MEAS RGT ANG TO S LINE SW/4 SEC 10 PT BEING  
POR PCL DRSC, PCB CONT N1\*W ALG W LINE E/4 SW/4 SEC 10 1069.2', N88\*E (INC)

COMMENTS: REPLATTED POST ALL PB 160/95 ALL PB 161/11 ALL PB 161/1 ALL PB 161/2  
4 ALL PB 162/75 ALL PB 163/16 ALL PB 161/28 ALL PB 160/37 ALL PB 161/23

SEARCHED 1/ 1/ PB 160 / 97 11/15/1976-08/11/2005

ATID \*\*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\*\* PAGE 0007 OF 0020  
DOF: 03072004 PR: OR 22140 1966 SR: CN 2005 2220678 DOI: 02042005  
TOI: MOA DESC: MIN: -  
1ST PARTY: STEVEN B GREENFIELD TR WATERSTONE LAND TR

2ND PARTY: BK AMER

AMOUNT: NAME: TYPE:  
REFERENCE: OR 20226/4525 21927/3043  
LEGAL: RLY POL FOR POL DESC PROC LYING ELY & SELY CANAL 103 N-1 W/2 NE/4 SE  
/4 & E/2 SE/4 NW/4 SE/4 E/4 S/2 SE/4 LESS R35' RD & LESS W20' E55' SE/4 SE/4 SEC  
10-57 39 & LESS S40' E160' SE/4 SE/4 SEC 10 LESS E55' & LESS FOR SE/4 SE/4(INC)

COMMENTS: REPLATTED POST ALL PB 161/ ALL PB 161/11 ALL PB 160/95 ALL PB 161/24  
ALL PB 161/28 ALL PB 162/97 PB 161/23 & REVEC OR 23557/4169 TO CORR LEGAL DESC

SEARCHED 1/ 1/ PB 160 / 97 11/15/1976-08/11/2005

ATID \*\*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\*\* PAGE 0008 OF 0020  
DOF: 02182005 PR: OR 23097 4538 SR: CN 2005 0158422 DOI: 01142005  
TOI: SM DESC: MIN: -  
1ST PARTY: SUNTRUST BK

2ND PARTY: CARIBE S L L C

AMOUNT: NAME: TYPE:  
REFERENCE: OR 21103/2708,2769,2753,2775 21342/2003 21712/1600 (INC)  
LEGAL: NONE

COMMENTS:

SEARCHED 1/ 1/ PB 160 / 97 11/15/1976-08/11/2005

ATID \*\*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\*\* PAGE 0009 OF 0020  
DOF: 11292004 PR: OR 22853 4558 SR: CN 2004 1052232 DOI: 01011900  
TOI: FRM DESC: MIN: -  
1ST PARTY: SUNTRUST BK

2ND PARTY: CARIBE S L L C

AMOUNT: NAME: TYPE:  
REFERENCE: OR 21103/2708  
LEGAL: LT 1,2,3,10,14,16,18,20 26, 69, 81 DJK 1, LT 8, 9, 15, 16, 22, 31, 3  
2, 34, 36,39, 40, 42 BLK 2, LT 1, 2, 4, 5, 7, 10, 13, 14, 17, 18, 23 BLK 3 & LT  
1, 3, 4, 5 BLK 1, LT 1-5, 9, 10, 12, 14, 15, 17-21, 23 BLK 2, (INC)

COMMENTS:

SEARCHED 1/ 1/ PB 160 / 97 11/15/1976-08/11/2005

ATID \*\*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\*\* PAGE 0010 OF 0020  
DOF: 10122004 PR: OR 22721 4573 SR: CN 2004 0989834 DOI: 01011500  
TOI: AFF DESC: MIN: -

1ST PARTY: NORTHSTAR HOMEBUILDERS

2ND PARTY:

AMOUNT: NAME: TYPE:  
REFERENCE: OK 22172/4193  
LEGAL: NONE

COMMENTS:

SEARCHED 1/ 1/ PB 160 / 97 11/15/1976 08/11/2005

ATID \*\*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\*\* PAGE 0011 OF 0020  
DOF: 08242004 PR: OR 22602 2702 SR: CN 2004 0742685 DOI: 06202034  
TOI: M DRSC: MIN: -  
1ST PARTY: DANAY DUARDO SNCL

2ND PARTY: CHASE MANHATTAN MTG CORP 343 THORNALL ST EDISON NJ 08837

AMOUNT: 197103.00 NAME: CHASE MANHATTAN MTG TYPE: CONV  
REFERENCE:  
LEGAL: LT 1 BLK 1 PB 160/97

COMMENTS: POR OR ENTIRE DOCUMENT ILLEGIBLE

SEARCHED 1/ 1/ PB 160 / 97 11/15/1976-08/11/2005

ATID \*\*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\*\* PAGE 0012 OF 0020  
DOF: 08242004 PR: OR 22602 2701 SR: CN 2004 0742684 DOI: 06202034  
TOI: WD DRSC: MIN: -  
1ST PARTY: CARIBE S L L C

2ND PARTY: DANAY DUARDO SNCL 11222 SW 3 ST MIAMI FL 33174

AMOUNT: 1245.00 NAME: BUILDERS TITLE TYPE:  
REFERENCE: TN 10-7303 000 0200  
LEGAL: LT 1 BLK 1 PB 160/97

COMMENTS:

SEARCHED 1/ 1/ PB 160 / 97 11/15/1976-08/11/2005

ATID \*\*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\*\* PAGE 0013 OF 0020  
DOF: 04012004 PR: OR 22172 4193 SR: CN 2004 0224762 DOI: 01011930  
TOI: NC DRSC: MIN: -  
1ST PARTY: CARIBE S L L C 11753 SW 90 ST STR 210 MIAMI FL 33106

2ND PARTY:

AMOUNT: NAME: TYPE:  
REFERENCE:

LEGAL: CARBE STONEBROOK AT WATERSTONE A/K/A MIRENS PL. SUB FOLIO 10-7303-000  
LT 1-2 30-33 79-81 BLK 1 LT 1 3 4 BLK 2

COMMENTS: C-\$\$\$NORTHSTAR HOMEBUILDERS#11755 SW 93 ST SEC 210#MIAMI FL 33186#L  
\$\$\$SUNTRUST BKS#777 BRICKELL AVE#MIAMI FL 4 @POST PB 160/97

SEARCHED 1/ 1/ FB 160 / 97 11/15/1976-08/11/2005

ATTD \*\*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\*\* PAGE 0014 OF 0020  
DOF: 03082004 PR: OR 22105 683 SR: CN 2004 0156063 DCI: 02272004  
TOI: PA DESC: MMA MIN: -  
1ST PARTY: CARIBE S L L C

2ND PARTY: SUNTRUST BK

AMOUNT: 3705800.00 NAME: TYPE:

REFERENCE: OR 21103/2709 21342/2745 21712/1600

LEGAL: N 2/3 N 3/4 E/2 W/2 SW/4 SEC 2-57-39 LESS N35' MEGHANS PL. FOR NE/4 S  
EC 10 SE/4 SEC 3-57-39 DESC: BEG INTERSEC ELY R/W LINE S FL WATER MGMT DIST CANA  
L C-103 & ELY R/W LINE HOMESTEAD EXT FL TURNPIKE SR 921, ALC ELY R/W LINE (INC)

COMMENTS: POST ALL PB 161/3 & BLK 1-4 & PCL A, F-H J L PB 161/23 & LT 1-37 BLK  
1 & BLK 3 & PCL A D-H PB 160/97

SEARCHED 1/ 1/ FB 160 / 97 11/15/1976-08/11/2005

ATTD \*\*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\*\* PAGE 0015 OF 0020  
DOF: 01142004 PR: OR 21371 42 SR: CN 2004 5036852 DCI: 01011900  
TOI: APF DESC: MIN: -  
1ST PARTY: CARIBE S L L C

2ND PARTY:

AMOUNT: NAME: TYPE:

REFERENCE:

LEGAL: ALL LTS IN ALL BLK PB 160/97 & ALL LTS IN ALL BLKS PB 161/23

COMMENTS: AGR & RSN ATTACHED@POST BLK 1-3 PB 160/97 BLK 1-4 PB 161/23

SEARCHED 1/ 1/ FB 160 / 97 11/15/1976-08/11/2005

ATTD \*\*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\*\* PAGE 0016 OF 0020  
DOF: 12232003 PR: OR 21527 3043 SR: CN 2003 0950701 DCI: 12192003  
TOI: MMA DESC: PA MIN: -  
1ST PARTY: STEVEN B GREENFIELD TR WATERSTONE LAND TR PRIME HOMES AT PORTOFI  
NO FALLS LTD PRIME HOMES AT PORTOFINO GROVE LTD PRIME HOMES AT PORTOFINO OAK  
S LTD PRIME HOMES AT PORTOFINO PALMS LTD (INC)  
2ND PARTY: BK AMER

AMOUNT: 24549816.00 NAME: TYPE:

REFERENCE: OR 20224/4516, 4525

LEGAL: WATERSTONE PHASE 2 DESC ELY DCL THAT FOR POL DESC PROP LYING ELY & S

ELY CANAL 103 N-1 W/2 NE/4 SE/4 E/2 SE/4 NW/4 SE/4 E3/4 S/2 SE/4 LESS E35' RD &  
LESS W20' E55' SE/4 SE/4 SEC 10-57-39 & LESS S40' E160' SW/4 SE/4 SEC 10 (INC)

COMMENTS: REPLATTED POST ALL PB 161/1 ALL PB 161/11 PB 160/95 ALL PB 160/97

SEARCHID 1/ 1/ PB 160 / 97 11/15/1976-08/11/2005

ATTN: \*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\* PAGE 0017 OF 0020  
DOF: 12222003 PR: OR 21927 2933 SR: CN 2003 0950700 DOI: 12182003  
TOI: MMA DESC: MIN:  
1ST PARTY: STEVEN B GREENFIELD TR WATERSTONE LAND TR BENEFICIARIES LENNAR HO  
MES INC LOWELL AT MARBELLA 2 INC CARIBE S 2 L L C PRIME HOMES AT PORTOFINO  
OAKS LTD PRIME HOMES AT PORTOFINO PALM LTD (INC)  
2ND PARTY: BK AMER

AMOUNT: NAME: TYPE:

REFERENCE: OR 20224/4525

LEGAL: WATERSTONE PHASE 2 DESC ELY PCL THAT FOR POL DESC PROP LYING ELY & S  
ELY CANAL 103 N-1 W/2 NE/4 SE/4 E/2 SE/4 NW/4 SE/4 E3/4 S/2 SE/4 LESS E35' RD &  
LESS W20' E55' SE/4 SE/4 SEC 10-57-39 & LESS S40' E160' SE/4 SE/4 SEC 10 (INC)

COMMENTS: CTF ATTACHED@REPLATTED POST ALL PB 161/1 ALL PB 161/11 ALL PB 160/95  
ALL PB 160/97

SEARCHID 1/ 1/ PB 160 / 97 11/15/1976-08/11/2005

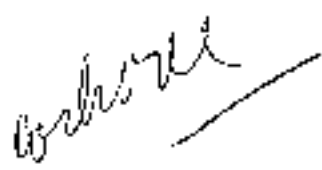
ATTN: \*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\* PAGE 0018 OF 0020  
DOF: 12092003 PR: OR 21090 2341 SR: CN 2003 0910682 DOI: 12052003  
TOI: DOC DESC: MIN:  
1ST PARTY: CARIBE S L L C JOINED BY STONEBROOK HOA INC

2ND PARTY:

AMOUNT: NAME: TYPE:

REFERENCE:

LEGAL: ALL PB 160/97



COMMENTS:

SEARCHID 1/ 1/ PB 160 / 97 11/15/1976-08/11/2005

ATTN: \*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\* PAGE 0019 OF 0020  
DOF: 12002003 PR: OR 21882 1541 SR: CN 2003 0907136 DOI: 03152003  
TOI: RSN DESC: R-2003-09-86 MIN:  
1ST PARTY: CITY HOMESTEAD

2ND PARTY:

AMOUNT: NAME: TYPE:

REFERENCE:

LEGAL: FOR SE/4 SEC 3 57 39 DESC: BEG AT PT THAT IS 725.00' S N LINE & 75.0  
0' W E LINE SE/4 SEC 3 PT LYING ON W R/W LINE SW 137TH AVE, SO\*E ALG LINE THAT I  
S 75.00' W E LINE SE/4 SEC 3 & ALG W R/W LINE SW 137TH AVE FOR 942.63', S89\*W PO

R 658.86', S44\*W FOR 209.68', N70\*W RAD TO NEXT DESC CUR FOR 20.00' TO PT CIR C  
 UR CONCAVE TO NW PT LYING ON ELY R/W LINE NE 41ST TERR AS TERR IS SHOWN ON PLAT  
 WATERSTONE ROADS IN BUENAVENTURA LAKES, FOL COURSES & ALS ELY NLY & WLY R/W LINE  
 NE 41ST TERR NELY NLY NWLY ALG CUR TO LFT FOR ITS ELEMENTS RAD 50.00' & CA 47\*  
 AN ARC 41.04' TO P.R.C., TO RGT ALG CUR FOR ITS ELEMENTS RAD 75.00' & CA 36\* AN  
 ARC 47.19' TO PT, N81\*W RAD TO LAST DESC CUR FOR 71.28' (INC)  
 COMMENTS: POST ALL PB 160/97

SEARCHED 1/ 1/ PB 160 / 97 11/15/1976-09/11/2005

ATID \*\*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\*\* PAGE 0020 OF 0020  
 DOB: 11262003 PR: PB 160 97 SR: CN 2003 0850800 DOI: 01011903  
 TOI: PLT DESC; MTN;  
 1ST PARTY: CARIBE S LLC S DADE VENTURES COM DEV DISTRICT

2ND PARTY:

AMOUNT:	NAME:	TYPE:
REFERENCE:		
LEGAL: MIRENS PLACE (PB 160/97) DESC: POR SE/4 SEC 3-57-39 DESC: BE3 AT PT THAT IS 729.00' S N LINE & 75.00' W E LINE SE/4 SEC 3 PT LYING ON W R/W LINE SW 137TH AVE, 800*E ALG LINE THAT IS 75.00' W E LINE SE/4 SEC 3 ALG W R/W LINE SW 1 37TH AVE FOR 942.03', S83*W FOR 658.87', S44*W 209.68', N70*W RAD TO NEXT ESC C UR 20.00' TO PT CIR CUR CONCAVE TO NW PT LYING ON ELY R/W LINE NE 41ST TERR TERR SHOWN ON PLAT WATERSTONE PB 160/91, FOL COURSES & ALS ELY ROADS NLY & WLY R/W N E 41ST TERR NELY NLY & NWLY ALG CUR TO LFT FOR ITS ELEMENTS RAD 50.00' & CA 47* ARC 41.04' TO P.R.C., TO RGT ALG CUR FOR ITS ELEMENTS RAD 75.00' & CA 36* AN AR C 47.19' TO PT, N81*W RAD TO LAST DESC CUR FOR 71.28' TO PT ON CIR CUR (INC) COMMENTS:		

1st pg-SEARCHED 1/ 1/ PB 160 / 97 11/15/1976-09/11/2005

ATID ATTORNEY TITLE INFORMATION DISPLAY SYSTEM  
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 \*\*\*\*\* SEARCH COMPLETE \*\*\*\*\*  
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ATID ACU@

\*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\*  
ATTORNEY TITLE INFORMATION DATA SYSTEM  
FOR COUNTY OF MIAMI-DADE

03/17/2005  
16:00:05

\* \* \* \* \* THIS INFORMATION IS NOT CERTIFIED \* \* \* \* \*

DATA FOR: SIEGFRIED RIVERA LERNER DE LA TORRE...  
CUSTOMER NO.: 386001

FUND BRANCH INFORMATION: CERTIFIED THROUGH 02/22/2005 AT 1100 PM  
CERTIFIED THROUGH BOOK 23104 PAGE 1171  
CERTIFIED FROM 11/15/1976

FILE NUMBER: 2050145  
DESCRIPTION: STONRBROOK HOA

OPENED: 03/17/2005

ATID ACU@

\*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\*  
FOR COUNTY OF MIAMI DADE

03/17/2005  
15:00

SP- PB BK- 160 PG- 97 FILE/ORDER REF: 2050145  
SEARCH FROM 11151976 THRU- 02222005 ID-

--L1-- --L2-- --L3-- --L1-- --L2-- --L3-- --L1-- --L2-- --L3--  
-> 1 1

PLAT NAME:  
MIRENS PLACE

DATE OF PLAT- 11/26/2003 AUTHORIZED LEVELS- JB /T /  
PLAT CERTIFIED ALL POSTINGS CONFORM TO AUTHORIZED LEGALS.  
FUND BRANCH CERTIFIED THROUGH 02/22/2005 AT 11:00 PM  
SEARCH FROM DATE EARLIER THAN DATE OF PLAT WARNING

11 instruments found for search arguments

ATID

WARNING

THIS SEARCH IS INCOMPLETE BETWEEN 11/15/1976  
AND 11/26/2003 . IT IS THE USERS RESPONSIBILITY  
TO DETERMINE THE CORRECT LEGALS  
(SEARCH ARGUMENTS) FOR EACH TIME SPAN AND TO  
INITIATE ADDITIONAL SEARCHES ON THOSE LEGALS.

ATID \*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\* PAGE 0001 OF 0011  
DOF: 02182005 PR: OR 23097 4538 SR: CN 2005 0168422 DOI: 01142005  
TOI: SM DESC: MIN: -  
1ST PARTY: SUNTRUST BK.

2ND PARTY: CARIBE S L L C

AMOUNT: NAME: TYPE:  
REFERENCE: OR 21103/2708,2769,2753,2775 21342/2003 21712/1000 (INC)  
LEGAL: NONE

COMMENTS:

1st pg-SEARCHD 1/ 1/ PB 160 / 97 11/15/1976-02/22/2005

ATID \*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\* PAGE 0002 OF 0011  
DOF: 11292004 PR: OR 22853 4538 SR: CN 2004 1052232 DOI: 01011900  
TOI: PRM DESC: MIN: -  
1ST PARTY: SUNTRUST BK

2ND PARTY: CARIBE S L L C

AMOUNT: NAME: TYPE:  
REFERENCE: OR 21103/2708  
LEGAL: LT 1,2,3,10,14,16,18,20-26, 69, 81 BLK 1, LT 8, 9, 15, 18, 22, 31, 32, 34, 36,39, 40, 42 BLK 2, LT 1, 2, 4, 5, 7, 10, 13, 14, 17, 18, 23 BLK 3 & LT 1, 3, 4, 5 BLK 1, LT 1-5, 9, 10, 12, 14, 15, 17 21, 23 BLK 2, (INC)

COMMENTS:

SEARCHD 1/ 1/ PB 160 / 97 11/15/1976-02/22/2005

ATID \*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\* PAGE 0003 OF 0011  
DOF: 10122004 PR: OR 22721 4675 SR: CN 2004 0839834 DOI: 01011900  
TOI: AFF DESC: MIN: -  
1ST PARTY: NORTHSTAR HOMEBUILDERS

2ND PARTY:

AMOUNT: NAME: TYPE:  
REFERENCE: OR 22172/4193  
LEGAL: NONE

COMMENTS:

SEARCHD 1/ 1/ PB 160 / 97 11/15/1976-02/22/2005

ATID \*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\* PAGE 0004 OF 0011  
DOF: 08242004 PR: OR 22602 2732 SR: CN 2004 0742685 DOI: 08202004  
TOI: M DESC: MIN: -  
1ST PARTY: DANAY DUARDO SNGL



2ND PARTY: CHASE MANHATTAN MFG CORP 343 THORNALL ST EDISON NJ 08837

AMOUNT: 197100.00 NAME: CHASE MANHATTAN MFG TYPE: CONV  
REFERENCE:  
LEGAL: LT 1 BLK 1 PB 160/97

COMMENTS: POR OR ENTIRE DOCUMENT ILLEGIBLE

SEARCHED 1/ 1/ PB 160 / 97 11/15/1976-02/22/2005

ATID \*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\* PAGE 0005 OF 0011  
DOF: 08242004 PR: OR 22602 2701 SR: CN 2004 0742604 DOI: 08202004  
TOI: WD DESC: MIN: - -  
1ST PARTY: CARIBR S L L C

2ND PARTY: DANAY DIARCO SNCL 11222 SW 3 ST MIAMI FL 33174

AMOUNT: 1245.00 NAME: BUILDERS TITLE TYPE:  
REFERENCE: TN 10-7903-000-0200  
LEGAL: LT 1 BLK 1 PB 160/97

COMMENTS:

SEARCHED 1/ 1/ PB 160 / 97 11/15/1976-02/22/2005

ATID \*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\* PAGE 0006 OF 0011  
DOF: 04012004 PR: CR 22172 4193 SR: CN 2004 0224762 DOI: 01011900  
TOI: NC DESC: MIN: - -  
1ST PARTY: CARIBE S L L C 11755 SW 50 ST STE 210 MIAMI FL 33186

2ND PARTY:

AMOUNT: NAME: TYPE:  
REFERENCE:  
LEGAL: CARBE STONEBROCK AT WATERSTONE A/K/A MIRENS PL SUB FOLIO 10-7903-000  
LT 1-2 30-33 79-81 BLK 1 LT 1 3 4 BLK 2

COMMENTS: C: \$\$NORTHSTAR HOMEDUILLURS\$\$#11755 SW 50 ST STE 210#MIAMI FL 33186#L  
\$\$SUNTRUST BKS#777 BRICKELL AVE#MIAMI FL # @POST PB 160/97

SEARCHED 1/ 1/ PB 160 / 97 11/15/1976-02/22/2005

ATID \*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\* PAGE 0007 OF 0011  
DOF: 03082004 PR: CR 22105 883 SR: CN 2004 0156063 DOI: 02272004  
TOI: PA DESC: MMA MIN: - -  
1ST PARTY: CARIBE S L L C

2ND PARTY: SUNTRUST BK

AMOUNT: 3705800.00 NAME: TYPE:

REFERENCE: OK 21103/2708 21342/2745 21712/1600

LEGAL: N 2/3 N 3/4 E/2 W/2 SW/4 SEC 2-57-39 LESS N35' MORGANS PL POR NE/4 S  
EC 10 SE/4 SEC 3-57-39 DESC: BEG INTERSEC ELY R/W LINE S FL WATER MGMT DIST CANA  
L C-103 & ELY R/W LINE HOMESTEAD EXT FL TURNPIKE SR 821, ALC ELY R/W LTR (INC)

COMMENTS: POST ALL PB 161/3 & BLK 1-4 & PCL A, F-H J-I, PB 161/23 & LT 1-37 BLK  
1 & BLK 3 & PCL A D-H PB 160/97

SEARCHED 1/ 1/ PB 160 / 97 11/15/1976-02/22/2005

ATID \*\*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\*\* PAGE 0008 OF 0011  
DOF: 01142004 PR: OR 21971 42 SR: CN 2004 0020852 DOI: 01011900  
TOI: AFF DESC: MIN: -  
1ST PARTY: CARIBE S L L C

2ND PARTY:

AMOUNT: NAME: TYPE:

REFERENCE:

LEGAL: ALL LTS IN ALL BLK PB 160/97 & ALL LTS IN ALL BLKS PB 161/23

COMMENTS: AGR & RSN ATTACHED@POST BLK 1-3 PB 160/97 BLK 1 4 PB 161/23

SEARCHED 1/ 1/ PB 160 / 97 11/15/1976-02/22/2005

ATID \*\*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\*\* PAGE 0009 OF 0011  
DOF: 12092003 PR: OR 21850 2341 SR: CN 2003 0910682 DOI: 12052003  
TOI: DOC DESC: MIN: -  
1ST PARTY: CARIBE S L L C JOINED BY STONEBROOK HOA INC

2ND PARTY:

AMOUNT: NAME: TYPE:

REFERENCE:

LEGAL: ALL PB 160/97

*Comments  
all done*

COMMENTS:

SEARCHED 1/ 1/ PB 160 / 97 11/15/1976-02/22/2005

ATID \*\*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\*\* PAGE 0010 OF 0013  
DOF: 12082003 PR: OR 21892 1541 SR: CN 2003 0907136 DOI: 09152003  
TOI: RSN DESC: N-2003-09-86 MIN: -  
1ST PARTY: CITY HOMESTEAD

2ND PARTY:

AMOUNT: NAME: TYPE:

REFERENCE:

LEGAL: FOR SE/4 SEC 3-57 39 DESC: BEG AT PT THAT IS 725.00' S N LINE & 75.0  
0' W E LINE SE/4 SEC 3 PT LYING ON W R/W LINE SW 137TH AVE, SO\*E ALC LINE THAT I  
S 75.00' W E LINE SE/4 SEC 3 & ALC W R/W LTR SW 137TH AVE FOR 542.63', SB9\*W FO

R 558.85', S44\*W FOR 209.68', N70\*W RAD TO NEXT DESC CUR FOR 20.00' TO PT CIR C  
UR CONCAVE TO NW PT LYING ON ELY R/W LINE NE 41ST TERR AS TERR IS SHOWN ON PLAT  
WATERSTONE ROADS IN BUENAVENTURA LAKES, FOL COURSES & ALG ELY NLY & WLY R/W LINE  
NE 41ST TERR NELY NLY NWLY ALG CUR TO LFT FOR ITS ELEMENTS RAD 50.00' & CA 47\*  
AN ARC 41.04' TO P.R.C., TO RGT ALG CUR FOR ITS ELEMENTS RAD 75.00' & CA 36\* AN  
ARC 47.19' TO PT, N81\*W RAD TO LAST DESC CUR FOR 71.28' (INC)  
COMMENTS: POST ALL PB 160/97

SEARCHED 1/ 1/ PB 160 / 97 11/15/1976-02/22/2005

ATTD \*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\* PAGE 0311 OF 0011  
DOP: 11262003 PR: PB 160 97 SR: CN 2033 0880600 DOI: 31011500  
TOI: 90T DESC: MIN:  
1ST PARTY: CARIBE S LLC S DADE VENTURES COM DEV DISTRICT

2ND PARTY:

AMOUNT:	NAME:	TYPE:
REFERENCE:	LEGAL:	MIRENS PLACE (PB 160/97) DESC: FOR SE/4 SEC 3-57-39 DMSC: BEG AT PT THAT IS 725.00' S N LINE & 75.00' W E LINE SE/4 SEC 3 PT LYING ON W R/W LINE SW L 137TH AVE, S00*E ALG LINE THAT IS 75.00' W E LINE SE/4 SEC 3 ALG W R/W LINE SW L 37TH AVE FOR 942.63', S89*W FOR 658.87', S44*W 209.68', N70*W RAD TO NEXT ESC C UR 20.00' TO PT CIR CUR CONCAVE TO NW PT LYING ON ELY R/W LINE NE 41ST TERR TERR SHOWN ON PLAT WATERSTONE PB 160/91, FOL COURSES & ALG ELY ROADS NLY & WLY R/W N E 41ST TERR NELY NLY & NWLY ALG CUR TO LFT FOR ITS ELEMENTS RAD 50.00' & CA 47* ARC 41.04' TO P.R.C., TO RGT ALG CUR FOR ITS ELEMENTS RAD 75.00' & CA 36* AN AR C 47.19' TO PT, N81*W RAD TO LAST DESC CUR FOR 71.28' TO PT ON CIR CUR (INC) COMMENTS:

Lat pg-SEARCHED 1/ 1/ PB 160 / 97 11/15/1976-02/22/2005

ATTD ATTORNEY TITLE INFORMATION DISPLAY SYSTEM  
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\*\*\*\*\* SEARCH COMPLETE \*\*\*\*\*  
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ATID ACU@

\*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\*  
ATTORNEY TITLE INFORMATION DATA SYSTEM  
FOR COUNTY OF MIAMI-DADE

03/17/2005  
15:00:50

\* \* \* \* \* THIS INFORMATION IS NOT CERTIFIED \* \* \* \* \*  
DATA FOR: SIEGFRIED RIVERA LERNER DR IA TORRE...  
CUSTOMER NO.: 386801  
FUND BRANCH INFORMATION: CERTIFIED THROUGH 02/22/2005 AT 11:00 PM  
CERTIFIED THROUGH BOOK 23104 PAGE 1171  
CERTIFIED FROM 11/15/1976

FILE NUMBER: 2050145  
DESCRIPTION: STONEBROOK HOA

OPENED: 03/17/2005

ATID ACU@

\*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\*  
FOR COUNTY OF MIAMI-DADE

03/17/2005  
16:01

SP- P3 BK- 160 PG- 97 FILE/ORDER REF: 2050145  
SEARCH FROM 11151976 THRU- 02222005 ID-

--L1-- --L2-- L3 --L1-- --L2-- --L3-- --L1-- --L2-- --L3--

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PLAT NAME:  
MIRENS PLACE

DATE OF PLAT- 11/26/2003 AUTHORIZED LEVELS- 20 /T /  
PLAT CERTIFIED - ALL POSTINGS CONFORM TO AUTHORIZED LEGALS.  
FUND BRANCH CERTIFIED THROUGH 02/22/2005 AT 11:00 PM  
SEARCH FROM DATE EARLIER THAN DATE OF PLAT WARNING

06 instruments found for search arguments

ATID

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WARNING  
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THIS SEARCH IS INCOMPLETE BETWEEN 11/15/1976  
AND 11/26/2003 . IT IS THE USERS RESPONSIBILITY  
TO DETERMINE THE CORRECT LEGALS  
(SEARCH ARGUMENTS) FOR EACH TIME SPAN AND TO  
INITIATE ADDITIONAL SEARCHES ON THOSE LEGALS.  
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ATID \*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\* PAGE 0001 OF 0005  
DOF: 02182005 PR: OR 23097 4528 SR: CN 2005 2168422 DOI: 01142005  
TOI: SM DESC: MIN: -  
1ST PARTY: SUNTRUST BK  
2ND PARTY: CARIBE S L L C

AMOUNT: NAME: TYPE:  
REFERENCE: OR 21103/2708,2769,2753,2775 21342/2003 21712/1600 (INC)  
LEGAL: NONE

COMMENTS:

1st pg-SEARCHD A/ / PB 160 / 97 11/15/1976-02/22/2005

ATID \*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\* PAGE 0002 OF 0006  
DOF: 12102004 PR: OR 22897 4673 SR: CN 2004 1105349 DOI: 12102004  
TOI: QCD DESC: MIN: -  
1ST PARTY: CARIBE S L L C  
2ND PARTY: STONEBROOK H O A INC 11755 SW 93 ST STE 210 MIAMI FL 33186

AMOUNT: .60 NAME: MORRIS, DUANE L L P TYPE:  
REFERENCE: TN 10 7903-027-1470  
LEGAL: TR A-D E F G & H PB 160/97

COMMENTS:

SEARCHD A/ / PB 160 / 97 11/15/1976-02/22/2005

ATID \*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\* PAGE 0003 OF 0006  
DOF: 03082004 PR: OR 22105 883 SR: CN 2004 0156063 DOI: 02272004  
TOI: PA DESC: MMA MIN: -  
1ST PARTY: CARIBE S L L C  
2ND PARTY: SUNTRUST BK

AMOUNT: 3705800.00 NAME: TYPE:  
REFERENCE: OR 21103/2708 21342/2745 21712/1600  
LEGAL: N 2/3 N 3/4 E/2 W/2 SW/4 SEC 2-57-39 LESS N35' MEGHANS PL. POR NR/4 S  
EC 10 SE/4 SEC 3-57-39 DESC: BUG INTERSEC ELY R/W LINE S FL WATER MGMT DIST CANA  
L C-103 & ELY R/W HOME HOMESTEAD EXT FL TURNPIKE SR 821, AUG ELY R/W LINE (INC)

COMMENTS: POST ALL PB 161/3 & BLK 1-4 & PCL A, F-H J-L PB 161/23 & LT 1 37 BLK  
1 & BLK 3 & PCL A D-H PB 160/97

SEARCHD A/ / PB 160 / 97 11/15/1976-02/22/2005

ATID \*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\* PAGE 0004 OF 0006  
DOF: 12092003 PR: OR 21850 2341 SR: CN 2003 0910682 DOI: 12052003  
TOI: DCC DESC: MIN: -

1ST PARTY: CARIBE S L L C JOINED BY STONEBROOK HOA INC

2ND PARTY:

AMOUNT: NAME: TYPE:  
REFERENCE:  
LEGAL: ALL PB 160/97

COMMENTS:

SEARCHED A/ / PB 160 / 97 11/15/1976-02/22/2005

ATID \*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\* PAGE 0005 OF 0006  
DOF: 12082003 PR: OR 21882 1541 SR: CN 2003 0907136 DOI: 09152003  
TCI: RSN DESC: R-2003-09-06 MIN: -  
1ST PARTY: CITY HOMESTEAD

2ND PARTY:

AMOUNT: NAME: TYPE:  
REFERENCE:

LEGAL: POR SE/4 SEC 3-57-39 DESC: BEG AT PT THAT IS 725.00' S N LINE & 75.00' W E LINE SE/4 SEC 3 PT LYING ON W R/W LINE SW 137TH AVE, SO\*B ALG LINE THAT IS 75.00' W E LINE SE/4 SEC 3 & ALG W R/W LINE SW 137TH AVE FOR 942.63', S89\*W FOR 658.87', S44\*W FOR 209.68', N70\*W RAD TO NEXT DESC CUR FOR 20.00' TO PT CIR CUR CONCAVE TO NW PT LYING ON ELY R/W LINE NE 41ST TERR AS TERR IS SHOWN ON PLAT WATERSTONE ROADS IN BUENAVENTURA LAKES, POL COURSES & ALG ELY NLY & WLY R/W LINE NE 41ST TERR NELY NLY & NWLY ALG CUR TO LFT FOR ITS ELEMENTS RAD 50.00' & CA 47\* AN ARC 41.04' TO P.R.C., TO RGT ALG CUR FOR ITS ELEMENTS RAD 75.00' & CA 36\* AN ARC 47.19' TO PT, N81\*W RAD TO LAST DESC CUR FOR 71.28' (INC)

COMMENTS: POST ALL PB 160/97

SEARCHED A/ / PS 160 / 97 11/15/1976 02/22/2005

ATID \*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\* PAGE 0006 OF 0006  
DOF: 11262003 PR: PB 160 57 SR: CN 2003 0890800 DOI: 01011900  
TCI: PCT DESC: MIN: -  
1ST PARTY: CARIBE S LLC & DARE VENTURES COM DEV DISTRICT

2ND PARTY:

AMOUNT: NAME: TYPE:  
REFERENCE:

LEGAL: MIRENS PLACE (PB 160/97) DESC: POR SE/4 SEC 3-57-39 DESC: BEG AT PT THAT IS 725.00' S N LINE & 75.00' W E LINE SE/4 SEC 3 PT LYING ON W R/W LINE SW 137TH AVE, SO\*B ALG LINE THAT IS 75.00' W E LINE SE/4 SEC 3 ALG W R/W LINE SW 137TH AVE FOR 942.63', S89\*W FOR 658.87', S44\*W 209.68', N70\*W RAD TO NEXT ESC CUR 20.00' TO PT CIR CUR CONCAVE TO NW PT LYING ON ELY R/W LINE NE 41ST TERR TERR SHOWN ON PLAT WATERSTONE PB 160/97, POL COURSES & ALG ELY ROADS NLY & WLY R/W N E 41ST TERR NELY NLY & NWLY ALG CUR TO LFT FOR ITS ELEMENTS RAD 50.00' & CA 47\* AN ARC 41.04' TO P.R.C., TO RGT ALG CUR FOR ITS ELEMENTS RAD 75.00' & CA 36\* AN AR C 47.19' TO PT, N81\*W RAD TO LAST DESC CUR FOR 71.28' TO PT ON CIR CUR (INC)

COMMENTS:

Lat pg-SEARCHID A/ / PB 160 / 37 11/15/1976-02/22/2005

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\*\*\*\*\*SEARCH COMPLETE\*\*\*\*\*





ATID \*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\* PAGE 0001 OF 0003  
DOF: 12092003 PR: CR 21690 2341 SR: CN 2003 0910682 DOI: 12052003  
TOI: LOC DESC: MIN: -  
1ST PARTY: CARIBE S L L C JOINED BY STONEBROOK HOA INC

2ND PARTY:

AMOUNT: NAME: TYPE:  
REFERENCE:  
LEGAL: ALL FB 160/57

*Wahovich*

COMMENTS:

1st pg-SEARCHD J/ / FB 160 / 97 11/15/1976-02/24/2005

ATID \*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\* PAGE 0002 OF 0003  
DOF: 12082003 PR: CR 21882 1541 SR: CN 2003 0907136 DOI: 09152003  
TOI: RSN DESC: R-2003-09-86 MIN: -  
1ST PARTY: CITY HOMESTEAD

2ND PARTY:

AMOUNT: NAME: TYPE:  
REFERENCE:

LEGAL: FOR SE/4 SEC 3-57-39 DESC: BEG AT PT THAT IS 725.00' S N LINE & 75.00' W E LINE SE/4 SEC 3 PT LYING ON W R/W LINE SW 137TH AVE, S0\*E ALG LINE THAT IS 75.00' W E LINE SE/4 SEC 3 & ALG W R/W LINE SW 137TH AVE FOR 942.63', S89\*W PC R 658.86', S44\*W FOR 209.68', N70\*W RAD TO NEXT DESC CUR FOR 20.00' TO PT CIR C UR CONCAVE TO NW PT LYING ON RLY R/W LINE NE 41ST TERR AS TERR IS SHOWN ON PLAT WATERSTONE ROADS IN BUENAVENTURA LAKES, POL COURSES & ALG BLY NLY & WLY R/W LINE NE 41ST TERR NELY NLY NWLY ALG CUR TO LFT FOR ITS ELEMENTS RAD 53.00' & CA 47\* AN ARC 41.34' TO P.R.C., TO RGT ALG CUR FOR ITS ELEMENTS RAD 75.00' & CA 36\* AN ARC 47.19' TO PT, N81\*W RAD TO LAST DESC CUR FOR 71.28' (INC)  
COMMENTS: POST ALL: PR 160/97

SEARCHD J/ / FB 160 / 97 11/15/1976-02/24/2005

ATID \*\*\*\* ATTORNEYS' TITLE INSURANCE FUND, INC. \*\*\*\* PAGE 0003 OF 0003  
DOF: 11262003 PR: PB 150 97 SR: CN 2003 0880800 DOI: 01011900  
TOI: PLT DESC: MIN: -  
1ST PARTY: CARIBE S L L C S DADE VENTURES COM DEV DISTRICT

2ND PARTY:

AMOUNT: NAME: TYPE:  
REFERENCE:

LEGAL: MIRENS PLACE (PB 160/97) DESC: FOR SE/4 SEC 3-57-39 DESC: BEG AT PT THAT IS 725.00' S N LINE & 75.00' W E LINE SE/4 SEC 3 PT LYING ON W R/W LINE SW 137TH AVE, S0\*E ALG LINE THAT IS 75.00' W E LINE SE/4 SEC 3 ALG W R/W LINE SW 137TH AVE FOR 942.63', S89\*W FOR 658.87', S44\*W 209.68', N70\*W RAD TO NEXT ESC C UR 20.00' TO PT CIR CUR CONCAVE TO NW PT LYING ON BLY R/W LINE NE 41ST TERR TERR SHOWN ON PLAT WATERSTONE PB 160/91, POL COURSES & ALG WLY ROADS NLY & WLY R/W N E 41ST TERR NELY NLY & NWLY ALG CUR TO LFT FOR ITS ELEMENTS RAD 50.00' & CA 47\* AN ARC 41.04' TO P.R.C., TO RGT ALG CUR FOR ITS ELEMENTS RAD 75.00' & CA 36\* AN AR C 47.19' TO PT, N81\*W RAD TO LAST DESC CUR FOR 71.28' TO PT ON CIR CUR (INC)  
COMMENTS:

LSL py-SEARCHD

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PB 166 /

97 11/15/1976-02/24/2005

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ATTORNEY TITLE INFORMATION DISPLAY SYSTEM

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\*\*\*\*\* SEARCH COMPLETE \*\*\*\*\*



# View Sub/Condo Legals

For the County of MIAMI-DADE

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## Options

- Law Fund
- Search Report
- Printable

Page 01

Source of Plat	PB	Book	160	Page	97	Authorized Legal Levels	L	B	/	T	/								
Sub/Condo Name	MIRENS PLACE																		

LEVEL 1 Lot/Unit	and	LEVEL 2 Blk/Bldg	and	LEVEL 3 Sec/Twn/Rng
Range From - Through		Range From - Through		Range From - Through
1 - 81		1		
1 - 41		2		
1 - 24		3		
A - H				
J				



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LFN 20060987009  
 OF BK 24904 Pg 2617 - 2707 (4pks)  
 RECORDED 09/14/2006 13:38:42  
 HARVEY F. WINN, CLERK OF COURT  
 MIAMI-DADE COUNTY, FLORIDA

**CERTIFICATE OF AMENDMENT TO SECTION 13.27 AND 13.2 OF ARTICLE 13 OF THE  
 DECLARATION FOR STONEBROOK ("DECLARATION"), AMENDMENT TO ARTICLE 13 OF THE  
 DECLARATION TO ADD A NEW SECTION 13.49 ENTITLED "MINOR'S USE OF MOTORIZED  
 VEHICLES" AND SECTION 4.1 OF ARTICLE 4 OF THE BY-LAWS OF STONEBROOK HOA, INC.**

**THIS CERTIFICATE OF AMENDMENT** is executed this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by  
**STONEBROOK HOA, INC.**, a Florida corporation not-for-profit (the "Association").

**RECITALS**

**WHEREAS**, the Association has been established for the operation of STONEBROOK HOA  
 in accordance with the Declaration for Stonebrook ("Declaration") and related documents  
 which were recorded on December 09, 2003, in Official Records Book 21890, at Page 2341, of  
 the Public Records of Miami-Dade County, Florida;

**WHEREAS**, pursuant to Section 4.4 of Article 4 of the Declaration an amendment to  
 Section 13.27 and 13.2 of Article 13 of the Declaration and Article 13 of the Declaration to add a  
 new Section 13.49 was approved by sixty-six and two-thirds (66 2/3rds) of the Board of Directors  
 and seventy-five percent (75%) of the votes present in person or by proxy at a duly noticed  
 meeting of the members held on the 1st day of March, 2006;

**WHEREAS**, pursuant to Section 13.3 of Article 13 of the By-Laws the amendment to  
 Section 4.1 of Article 4 of the By-Laws was approved by sixty-six and two-thirds (66 2/3rds) of  
 the Board Directors and seventy-five percent (75%) of the votes present in person or by proxy  
 at a duly noticed meeting of the members held on the 1st day of March, 2006; and

**NOW THEREFORE**, the Association does hereby state as follows:

1. The above Recitals are true and correct and are incorporated herein by reference.
2. New language is indicated by underscored type.  
Deleted Language is indicated by ~~struck through~~ type.
3. Section 13.27 of Article 13 of the Declaration entitled "Leases" is hereby amended  
as follows:

13.27 Leases. Homes may be leased, licensed or occupied only in  
 their entirety and no fraction or portion may be rented. No bed



and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. Any Owner intending to lease his Home shall provide the Association with written notice of his intent to lease the Home, along with a copy of the proposed lease and/or a standard lease application or standard Lease Addendum that may be promulgated by the Board of Directors ("Board") from time to time. The Association shall have the authority to charge a non-refundable screening fee in the sum of \$100.00 in connection with the approval required for the lease of a Home. Such fee may be increased by the Board from time to time in an amount not to exceed the highest fee as may be permitted by law. The Board, at its option, shall have the right to require a personal interview with the proposed lessee or occupant. All applicants for lease or occupancy shall submit with the application for approval a non-refundable transfer/screening fee in the sum of One Hundred Dollars (\$100.00) per applicant or such other amount as amended from time to time by the Board. The Board shall have the absolute right to disapprove a proposed lease or occupancy if: (1) approval of the proposed lessee or occupant violates any provision of this Section or the Declaration for Stonebrook, Articles of Incorporation, By-Laws and rules and regulations (hereinafter referred to as "Governing Documents"); (2) the Owner has failed to pay assessments to the Association; (3) the Owner, proposed lessee or occupant makes any material misrepresentation on any documents or information requested by the Board; (4) the Owner, proposed lessee or occupant fails to submit a completed application form; (5) the Owner fails to submit the transfer/screening fee discussed above; (6) the Owner, proposed lessee or occupant fails to submit the common area security deposit discussed below and; (7) the proposed lessee or occupant is a convicted felon whose civil rights have not yet been restored. Lessees may be required to place in escrow a security deposit in the sum of two hundred and fifty dollars (\$250.00). Such deposit may be increased by the Board from time to time but shall not exceed the highest fee permitted by law. The security deposit may be used by the Association to repair any damages to the Common Areas and Association property resulting from acts or omissions of lessees (as determined in the sole discretion of the Board). The Owner will be jointly and severally liable with the lessee to the Association for any amount in excess of such sum which is required by the Association to affect such repairs or to pay any claim for injury or damage to Common Areas or Association property caused by the negligence of the lessee in order to determine that the proposed lessee or occupant are familiar with the Governing Documents the Board, at its option, shall have the right to require a personal interview with the proposed lessee or occupant. All leases or occupancy agreements shall be in writing and a copy of all leases of Homes shall be provided to Association if so requested by Association. No Home may be subject to more than two (2) leases one (1) lease in any twelve (12) month period,

regardless of the lease term. No time-share or other similar arrangement is permitted. The Owner must make available to the lessee or occupants copies of the Association Documents. No lease term shall be for less than thirty (30) days one (1) year. No subleasing or assignment of lease rights by the lessee is permitted. Notwithstanding the foregoing, this Section shall not apply to a situation where an Owner or resident of a Home received in-home care by a professional caregiver residing within the Home.

4. Section 13.2 of Article 13 of the Declaration entitled "Animals" is hereby amended as follows:

**13.2 Animals.** No animals of any kind shall be raised, bred or kept within Stonebrook for commercial purposes. Otherwise, Owners may keep domestic pets as permitted by Miami-Dade County ordinances up to a limit of two (2) such pets weighing ~~thirty (30) or less pounds each~~ per Home and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the yard of a Home, as approved by the ACC. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Home. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas within Stonebrook designated for such purpose, if any, or on that Owner's Home. That person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.

5. Article 13 of the Declaration was amended to include a new Section 13.49 entitled "Minor's Use of Motorized Vehicles" as follows:

**13.49 Minor's Use of Motorized Vehicles.** No unlicensed minors are permitted to operate any motorized vehicle including but not limited to mini-bikes at any time within Stonebrook.


6. Section 4.1 of Article 4 of the By-Laws entitled "Number" was amended as follows:

**4.1 Number.** The affairs of Association shall be managed by a Board of odd number consisting of no less than three (3) persons

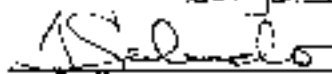
and no more than nine (9) persons as determined by the Board from time to time. Board members appointed by Developer need not be Members of Association. Board members elected by the other Members must be Members of Association.

25 IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seal this day of August, 2006.

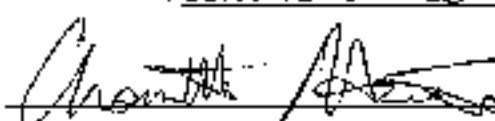
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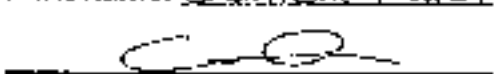
Print Name: JORGE AGÜERO

  
\_\_\_\_\_

Print Name: JACKIE SALCEDO

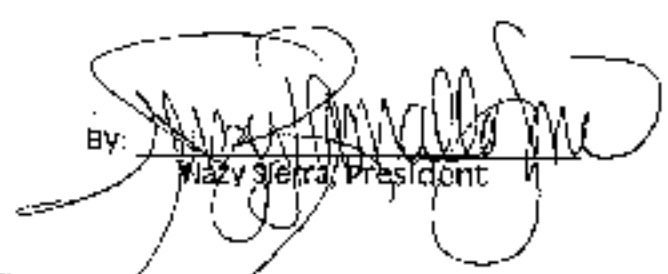
  
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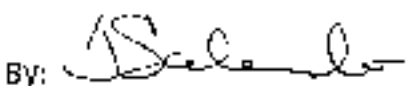
Print Name: Charibelle Hurst

  
\_\_\_\_\_

Print Name: FELIPE SIERRA

**STONEBROOK HOA, INC.**, a Florida corporation not-for-profit

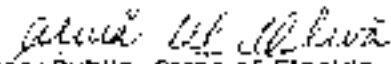
By:   
Nazy Sierra, President

By:   
Jackie Salcedo, Secretary

(Seal of Corporation)


STATE OF FLORIDA )  
 ) SS:  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 25 day of August, 2006, by Nazy Sierra as President and Jackie Salcedo as Secretary of Stonebrook, HOA, Inc., a Florida corporation, on behalf of the corporation. They are personally known to me and/or have produced Florida Driver's License Number \_\_\_\_\_ and \_\_\_\_\_ as identification.

  
Notary Public - State of Florida  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

This instrument prepared by:  
Cecilia Busconi Esquire  
SIEGRIFD R VERA, FERNER, DE LA TORRE & SOHEL, P.A.  
201 Alhambra Circle, Suite 1102  
Coral Gables, FL 33134  
TEL: LIBRARY\CASES\48534\200104\005195.DOC

Alina M. Olive  
Commission # 00177005  
Expires Jan. 12, 2007  
Notary Public  
1-800-350-5161

NOTED BY THE CLERK  
FILED IN BOOK OF RECORDS  
DATE: September 14, 2006  
BY: 



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PRINCETON  
WILMINGTON

January 10, 2005

Mr. Ralph Rios  
Courtesy Property Management Company  
13250 S.W. 135<sup>th</sup> Avenue  
Miami, Florida 33186

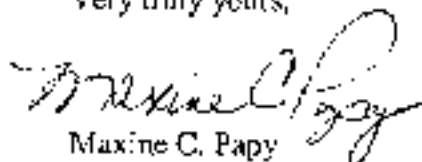
Re: **Caribe South/Stonebrook HOA, Inc. (M0521.00001)**

Dear Mr. Rios,

Enclosed is the original recorded Quitclaim Deed conveying the common areas to the Association.

If you need anything further or have any questions, please let us know.

Very truly yours,

  
Maxine C. Papy  
Legal Assistant

/mcp  
encl.

cc: Ben Solomon, Esq. (without attachments)  
Patricia Kirball Fletcher, P.A. (without attachments)  
Jeffrey R. Margolis, Esq. (without attachments)

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CFN 2004R11093349  
 DR Bk 21897 Pgs 4673 - 4674 (2pgs)  
 RECORDED 12/10/2004 15:04:17  
 DEED REC 103 ULAU  
 HARVEY RIVER, CLERK OF COURT  
 MIAMI-DADE COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY:

PATRICIA KIMBALL FLETCHER, ESQ.  
 PATRICIA KIMBALL FLETCHER, P.A.  
 DUANE MORRIS LLP  
 700 SOUTH BISCAYNE BLVD., SUITE 3400  
 MIAMI, FLORIDA 33131  
 Grantee's Tax Identification No :

Property File Number:  
 10-7903-027-1470

**QUITCLAIM DEED**

THIS QUITCLAIM DEED, is made effective as of the 10<sup>th</sup> day of December, 2004, between CARIBE SOUTH LLC, a Florida limited liability company ("Grantor") having offices at 11755 S.W. 90 Street, Suite 210, Miami, Florida 33186 and STONEBROOK HOA, INC., a Florida not-for-profit corporation ("Association"), having offices at 11755 S.W. 90 Street, Suite 210, Miami, Florida 33186.

**RECITALS:**

1. In connection with the residential subdivision in Miami-Dade County, Florida known as Stonebrook (the "Community"), that certain Declaration for Stonebrook was recorded in Official Records Book 21890 at Page 2341 of the Public Records of Miami-Dade County, Florida (the "Declaration").
2. Pursuant to the Declaration, all of the Common Areas (as defined in the Declaration) within the Community which are the maintenance responsibility of Association are to be conveyed to Association

NOW, THEREFORE, Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid by Association, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does hereby remise, release and quitclaim unto Association and Association's successors and assigns forever, all the right, title, interest, claim and demand that Grantor has in and to the following described parcels of land, situate, lying and being in the County of Miami-Dade and State of Florida, to wit:

Tracts A, D, E, F, G and H of MIREN'S PLACE, according to the Plat thereof, as recorded in Plat Book 160 at Page 97 of the Public Records of Miami-Dade County, Florida.

This conveyance is subject to the following:

RECEIVED JAN 12 2005

- (a) the Declaration;
- (b) a perpetual nonexclusive easement in favor of governmental agencies for the maintenance and repair of existing road, speed and directional signs, if any;
- (c) matters reflected in the plat of the Community;
- (d) perpetual non-exclusive easements in favor of Developer (as defined in the Declaration), its successor and assigns in, to, upon and over all of Common Areas for the purposes of vehicular and pedestrian ingress and egress, installation of utilities, landscaping and/or drainage, without charge, including, without limitation, the right to use such roadways for construction vehicles and equipment. The easements reserved herein shall run in favor of Developer, and its employees, representatives, agents, licensees, guests, invitees, successors and/or assigns,
- (e) all restrictions, easements, covenants and other matters of record; and

(f) In the event that Association believes that Developer has failed in any respect to meet Developer's obligations under the Declaration or has failed to comply with any of Developer's obligations under law or the Common Areas conveyed herein are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Once Association has given written notice to Developer pursuant to this paragraph, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, at Developer's sole option and expense, any aspect of the Common Areas deemed defective by Developer during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this paragraph will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this paragraph in any respect, Association shall pay to Developer liquidated damages in the amount of \$250,000.00 which Association and Developer agree are a fair and reasonable remedy.

Without limiting the foregoing, Grantor specifically reserves the right (so long as Grantor owns any portion of the Community) to require that Association reconvey all or a portion of the Common Areas conveyed herein by quitclaim deed in favor of Grantor in the event that such Common Area is required to be owned by Grantor for any purpose, including, without limitation, the reconfiguration of any adjacent property by replatting or otherwise.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereto belonging or in anyway appertaining, and all the estate, right, title, interest and claim whatsoever of Grantor, either in law or equity, to the only proper use, benefit and behalf of Association and Association's successors and assigns forever, and "as is" without any representations or warranties, express or implied, in fact or by law, as to the condition or fitness of the property conveyed hereto and improvements thereon

IN WITNESS WHEREOF, Grantor has hereto set its hand and seal the day and year first above written.

WITNESSES:

CARIBE SOUTH LLC, a Florida limited liability company

X [Signature]  
Print Name: José Jorge Figueroa  
✓ [Signature]  
Print Name: L. G. Herrera

BY: [Signature]  
Name: Fernando Martínez  
Title: Managing Member

{SEAL}

STATE OF FLORIDA            )  
  )   SS:  
COUNTY OF MIAMI-DADE    )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of December, 2004 by Fernando Martinez, as Managing Member of Caribe South LLC, a Florida limited liability company, who is personally known to me or who has produced FL Driver's License as identification.

My commission expires:



[Signature]  
NOTARY PUBLIC, State of Florida at Large  
Print Name Maxine C. Papy

THIS INSTRUMENT PREPARED BY:  
 PATRICIA KIMBALL FLETCHER, ESQ.  
 PATRICIA KIMBALL FLETCHER, P.A.  
 DUANE MORRIS LLP  
 200 SOUTH BISCAYNE BLVD., SUITE 1400  
 MIAMI, FLORIDA 33131

**DECLARATION  
 FOR  
 STONEBROOK**

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**DECLARATION  
FOR  
STONEBROOK**

THIS DECLARATION FOR STONEBROOK (this "Declaration") is made by Caribe South LLC, a Florida limited liability company ("Caribe") and joined in by Stonebrook HOA, Inc., a Florida not-for-profit corporation ("Association").

**R E C I T A L S**

A. Caribe is the owner of the real property in Miami-Dade County, Florida ("County") more particularly described in Exhibit 1 attached hereto and made a part hereof ("Stonebrook").

B. Caribe desires to subject Stonebrook to the covenants, conditions and restrictions contained in this Declaration.

C. This Declaration is a covenant running with all of the land comprising Stonebrook, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Declaration.

NOW THEREFORE, Caribe hereby declares that every portion of Stonebrook is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, charges and liens hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.

2. Definitions. In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

"ACC" shall mean the Architectural Control Committee for Stonebrook established pursuant to Section 18.1 hereof.

"Access Control System" shall mean any system intended to control access and/or enhance the welfare of exclusively Stonebrook.

"Articles" shall mean the Articles of Incorporation of Association filed with the Florida Secretary of State in the form attached hereto as Exhibit 2 and made a part hereof, as amended from time to time.

"Assessments" shall mean any assessments made in accordance with this Declaration and as further defined in Section 16 hereof.

"Association" shall mean Stonebrook HOA, Inc., its successors and assigns.

"Association Documents" shall mean this Declaration, the Articles, the By-Laws, the Rules and Regulations, and the Community Standards, as amended from time to time.

"Board" shall mean the Board of Directors of Association.

"Builder" shall mean any person or entity that purchases a Parcel or Lot from Developer for the purpose of constructing one or more Homes.

"By-Laws" shall mean the By-Laws of Association in the form attached hereto as Exhibit 3 and made a part hereof, as amended from time to time.

"Cable Services" shall mean "basic service tier" as described in Section 675(i)(7)(A) of the Cable Television Consumer Protection Act of 1992, video programming services offered on a per-channel or per-program basis, video programming services offered in addition to basic service tier, any method of delivering video programming to Homes including, without limitation, interactive video programming, and any channel recognized in the industry as premium including, without limitation, HBO, Showtime, Disney, Cinemax and the Movie Channel. By way of example, and not of limitation, the term Cable Services may include cable television, satellite master antenna television, multipoint distribution systems, video download, open video systems or any combination thereof.

"Caribe" shall mean Caribe South LLC, a Florida limited liability company, its successors and/or assigns.

"City" shall mean the City of Fort Lauderdale, Florida.

"Common Areas" shall mean all real property interests and personalty within Stonebrook, as defined as Common Areas from time to time by Plat or amended amendment to this Declaration, and provided that, whether leased by, or dedicated to the common use and enjoyment of the Owners within Stonebrook, the Common Areas may include, without limitation, open space areas, recreational facilities, lot lots, landscape adjacent to the areas, features, improvements, easement areas owned by others, additions, irrigation pumps, wetlands, ponds, canals, irrigation areas, irrigation lines, sidewalks, streets, parking areas, lights, electronic gates, walls, Community Use



utility facilities, signage, other lighting, and landscaping within property owned by Association. The Common Areas do not include any portion of a Home. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT DEVELOPER TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DEVELOPER'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM.

"Community Completion Date" shall mean the date upon which all Homes in Stonebrook, as ultimately planned and as fully developed, have been conveyed by Developer and/or Builder to Owners.

"Community Standards" shall mean such standards of conduct, maintenance or other activity, if any, established by the ACC pursuant to Section 18.5 hereof.

"Contractors" shall have the meaning set forth in Section 13.12 hereof.

"Data Transmission Services" shall mean (i) internet access services and (ii) enhanced services as defined in Section 64.702 of Title 47 of the Code of Federal Regulations, as amended from time to time, and without regard to whether the transmission facilities are used in interstate commerce.

"Declaration" shall mean this Declaration together with all amendments and modifications thereof.

"Developer" shall mean Caribe and any of its designees (including its affiliated or related entities which conduct land development, homebuilding and sales activities), successors and assigns who receive a written assignment of all or some of the rights of Developer hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

"District" shall mean the South Dade Venture Community Development District, its successors and assigns.

"District Debt Service Assessments" shall have the meaning set forth in Section 10 hereof.

"District Maintenance Special Assessments" shall have the meaning set forth in Section 10 hereof.

"District Revenue Bonds" shall have the meaning set forth in Section 10 hereof.

"Facilities" shall have the meaning set forth in Section 10 hereof.

"Front Yard" shall mean the yard of every Home between the front of the Home and the road providing access to such Home. In the event that there is any question about what portion of a Home is part of the Front Yard, Association's determination shall be final.

"Home" shall mean each residential home and appurtenances thereto constructed within Stonebrook. The term Home may not reflect the same division of property as reflected on a Plat. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy on for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Assessments with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

"Individual Assessments" shall have the meaning set forth in Section 16.2 hereof.

"Initial Capital Contribution" shall have the meaning set forth in Section 16.11 hereof.

"Installment Assessments" shall have the meaning set forth in Section 16.2 hereof.

"Landstar" shall mean Landstar South Dade Ventures, Ltd., a Florida limited partnership, its successors and assigns.

"Lender" shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Lot or Home or (ii) Developer and its affiliates, to the extent Developer or its affiliates finances the purchase of a Home or Lot initially or by assignment of an existing mortgage.

"Lessee" shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any rental Home within Stonebrook.

"Lot" shall mean any platted residential lot shown on a Plat.





"Master Association" shall mean Waterstone Master Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

"Master Community" shall mean the community in Miami-Dade County known as Waterstone, which is legally described as Exhibit 1 to the Master Declaration.

"Master Declaration" shall mean the Amended and Restated Declaration for Waterstone, recorded or to be recorded in the Public Records of Miami-Dade County, Florida, as the same may be amended from time to time, together with all amendments and modifications thereof.

"Master Developer" shall have the meaning of Developer set forth in the Master Declaration.

"Neighborhood Association" shall have the meaning set forth in the Master Declaration. Association is a Neighborhood Association.

"Neighborhood Plan" shall mean collectively the any full or partial concept plan for the development of Stonebrook, as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Neighborhood Plan is subject to change as set forth herein. The Neighborhood Plan is not a representation by Developer as to the development of Stonebrook or its amenities, as Developer reserves the right to amend all or part of the Neighborhood Plan from time to time.

"Neighborhood Title Documents" shall have the meaning set forth in Section 26.8 hereof.

"Operating Costs" shall mean all costs and expenses of Association and the Common Areas. Operating Costs may include, without limitation, all of the costs of ownership; operation; administration; all amounts payable by Association; all amounts payable in connection with any private street lighting agreement between Association and FPL; amounts payable to a Telecommunications Provider for Telecommunications Services furnished to all Owners; utilities; taxes; insurance; bonds; salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; replacements; refurbishments; common area landscape maintenance and any and all of the costs relating to the discharge of the obligations hereunder, or as determined to be part of the Operating Costs by Association. By way of example, and not of limitation, Operating Costs shall include all of Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration.

"Owner" shall mean the record owner (whether one or more persons or entities) of fee simple title to any Home. The term "Owner" shall not include Developer or Builder until the Turnover Date, or a Lender.

"Parcel" shall mean any portion of Stonebrook upon which one or more Homes may be constructed.

"Party Wall" shall mean any fence or wall built as part of the original construction of two or more Homes which is placed on the dividing line or platted lot line between such Homes.

"Permit" shall mean the permit attached as Exhibit 4 issued by the SPWMD.

"Plat" shall mean any plat of any portion of Stonebrook filed in the Public Records, as the same may be amended by Developer, from time to time.

"Public Records" shall mean the Public Records of Miami-Dade County, Florida.

"Reserves" shall have the meaning set forth in Section 16.2 hereof.

"Rules and Regulations" shall mean collectively the Rules and Regulations governing Stonebrook as adopted by the Board from time to time.

"SPWMD" shall mean the South Florida Water Management District.

"Special Assessments" shall mean those Assessments more particularly described as Special Assessments in Section 16.2 hereof.

"Stonebrook" shall mean all of the real property described on Exhibit 1 and shall include the Common Areas, each Home, each Parcel, lot, tract, unit or other subdivision of real property, subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration. Developer may, when amending or modifying the description of real property which is subject to the operation of this Declaration, also amend or modify the definition of Stonebrook.

"Surface Water Management System" shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, mitigation areas, lakes, retention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage maintenance easements and those works defined in Section 373.403(1)(5) of the Florida Statutes. The Surface Water Management System includes those works authorized by SPWMD pursuant to the Permit.

"Telecommunications Provider" shall mean any party contracting with Association or the Owners with one or more Telecommunications Services. Developer may be a Telecommunications Provider with respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers.



of example, with respect to Data Transmission Services, one Telecommunications Provider may provide Association such service while another may own, maintain and service the Telecommunications Systems which allow delivery of such Data Transmission Services.

"Telecommunications Services" shall mean delivered entertainment services; all services that are typically and in the future identified as telecommunication services, Telephony Services, Cable Services, and Data Transmission Services. Without limiting the foregoing, such Telecommunications Services include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

"Telecommunications Systems" shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to Stonebrook. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, pedestals, wireless cell sites, computers, modems, satellite antennae sites, transmission facilities, amplifiers, junction boxes, trunk distribution, feeder cables, lock boxes, taps, drop cables, related apparatus, converters, connections, head-end antennae, earth stations, apparatus devices, network facilities necessary and appropriate to support provision of local exchange services and/or any other item appropriate or necessary to support provision of Telecommunications Services. Ownership and/or control of all or a portion of any part of the Telecommunications Services may be bifurcated among network distribution architecture, system head-end equipment, and apparatus devices (e.g., individual adjustable digital units).

"Telephony Services" shall mean local exchange services provided by a certified local exchange carrier or alternative local exchange company, intraLATA and interLATA voice telephony and data transmission.

"Toll Calls" shall have meaning given to such term by the Florida Public Service Commission and/or the Federal Communications Commission.

"Turnover Date" shall mean the date on which transition of control of Association from Developer to Owners occurs.

"Use Fees" shall have the meaning set forth in Section 16.2 hereof.

3. Plan of Development. The planning process for Stonebrook is an ever-evolving one and must remain flexible in order to be responsive to and accommodate the needs of Developer's buyers. Subject to the Neighborhood Title Documents, Developer may wish and has the right to develop Stonebrook and adjacent property owned by Developer into residences, comprised of homes, villas, coach homes, townhomes, zero lot line homes, patio homes, condominiums, and other forms of residential dwellings. The existence at any point in time of walls, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of Stonebrook as finally developed.

#### 4. Amendments.

4.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Developer unless such amendment receives the prior written consent of Developer, which consent may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Declaration benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. All amendments must comply with Section 11.4 hereof which benefits the SFWMD. No amendment shall be effective until it is recorded in the Public Records. Notwithstanding anything in this Declaration to the contrary, the provisions of Section 22 and this sentence may not be amended, modified, repealed or altered without the prior written consent of City after a public hearing.

4.2 No Vested Rights. Each Owner by acceptance of a deed to a Home irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Association Documents. It is expressly intended that Developer and Associations have the unfettered right to amend this Declaration and the other Association Documents except as expressly set forth herein.

4.3 Amendments Prior to and Including the Turnover Date. Prior to and including the Turnover Date, Developer shall have the right to amend this Declaration as it deems appropriate, without the consideration or consent of any person or entity whatsoever. Such amendments may include, without limitation, the creation of easements for Telecommunications Systems, utility, drainage, ingress and egress and roof overhangs over any portion of Stonebrook; additions or deletions from the properties comprising the Common Areas; changes in the Rules and Regulations, and modifications of restrictions on the Homes, and maintenance standards for landscaping. Developer's right to amend under this provision is to be construed as broadly as possible. By way of example, but not as a limitation, Developer may create easements over Homes conveyed to Owners provided that such easements do not prohibit the use of such Homes as residential homes. In the event that Association shall desire to amend this Declaration prior to and including the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.



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4.4 Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, this Declaration may be amended with the approval of (i) sixty six and two-thirds percent (66 2/3%) of the Board; and (ii) seventy five percent (75%) of the votes present (in person or by proxy) at a duly noticed meeting of the members of Association at which there is a quorum.

5. Annexation and Withdrawal.

5.1 Annexation by Developer. Prior to and including the Turnover Date, additional lands may be made part of Stonebrook by Developer, at Developer's sole discretion. Such additional lands to be annexed may or may not be adjacent to Stonebrook. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, Association, Owners or any Lenders of any portion of Stonebrook, including a Home). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording an amendment to this Declaration in the Public Records. The amendment shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of Stonebrook. Such amendment may contain additions to, modifications of or omissions from the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by Developer and as may be necessary to reflect the different character, if any, of the annexed lands. Prior to and including the Turnover Date, only Developer may add additional lands to Stonebrook.

5.2 Annexation by Association. After the Turnover Date, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (i) sixty-six and two-thirds percent (66 2/3%) of the Board, and (ii) seventy-five percent (75%) of the votes present (in person or by proxy) at a duly noticed meeting of the members of Association at which there is a quorum.

5.3 Withdrawal. Prior to and including the Turnover Date, any portions of Stonebrook (or any additions thereto) may be withdrawn by Developer from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The right of Developer to withdraw portions of Stonebrook shall not apply to any Home which has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. The withdrawal of any portion of Stonebrook shall not require the consent or joinder of any other party (including, but not limited to, Association, Owners, or any Lenders of any portion of Stonebrook). Association shall have no right to withdraw land from Stonebrook.

6. Dissolution.

6.1 Generally. In the event of the dissolution of Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of Association, and to make of such provisions as may be necessary for the continued management of the affairs of the dissolved Association. In the event Association is dissolved, and any portion of the Surface Water Management System is part of the Common Areas, the Surface Water Management System shall be conveyed to the District or an appropriate agency of local government, and that if not accepted, then the Surface Water Management System shall be dedicated to a similar non-profit corporation.

6.2 Applicability of Declaration after Dissolution. In the event of dissolution of Association, Stonebrook and each Home therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of Association for Assessments to the extent that Assessments are required to enable the successors or assigns of Association to properly maintain, operate and preserve the Common Areas. The provisions of this Section shall only apply with regard to the maintenance, operation, and preservation of those portions of Stonebrook which had been Common Areas and continue to be so used for the common use and enjoyment of the Owners.

7. Binding Effect and Membership.

7.1 Term. This Declaration and all covenants, conditions and restrictions contained in this Declaration are equitable servitudes, perpetual and run with the land. Each Owner, by acceptance of a deed to a Home or Lot, and any person claiming by, through or under such Owner agrees to be subject to the provisions of this Declaration and irrevocably waives any right to deny, and any claim, that this Declaration and all covenants, conditions and restrictions contained in this Declaration are not enforceable under the Marketable Record Title Act, Chapter 712 of the Florida Statutes. It is expressly intended that the Marketable Record Title Act will not operate to extinguish any encumbrance placed on Stonebrook by this Declaration. It is further expressly intended that no filing or notice of preservation is necessary to continue the applicability of this Declaration and the applicability of all covenants, conditions, and restrictions contained in this Declaration. This provision is not subject to amendment.

7.2 Transfer. The transfer of the fee title to a Home, whether voluntary or by operation of law, terminating the Owner's title to that Home shall terminate the Owner's rights to the use of and enjoyment of the Common Areas as it pertains to that Home and shall terminate such Owner's membership in Association. An Owner's rights and privileges under this Declaration are not assignable separately from a Home. The Owner of each Home is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in, the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Home shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted



10, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration. In the event that any Owner desires to sell or otherwise transfer title of his or her Home, such Owner shall give the Board at least fourteen (14) days prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board may reasonably require. The transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner and the Home pursuant to this Declaration including, without limitation, payment of all Assessments accruing prior to the date of transfer. Until written notice is received as provided in this Section, the transferor and transferee shall be jointly and severally liable for Assessments accruing subsequent to the date of transfer. In the event that upon the conveyance of a Home an Owner fails in the deed of conveyance to reference the imposition of this Declaration on the Home, the transferring Owner shall remain liable for Assessments accruing on the Home from and after the date of conveyance.

7.3 Membership. Upon acceptance of title to a Home, and as more fully provided in the Articles and By-Laws, such Owner (or his or her Lessee, if applicable) shall be a member of Association. Membership rights are governed by the provisions of this Declaration, the deed to a Home, the Articles and By-Laws. Membership shall be an appurtenance to and may not be separated from, the ownership of a Home. Developer rights with respect to Association are set forth in this Declaration, the Articles and the By-Laws.

7.4 Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Home, designate one or more persons who are to be the occupants of the Home and register such persons with Association. All provisions of this Declaration and the other Association Documents shall apply to both such Owner and the designated occupants.

7.5 Voting Interests. Voting interests in Association are governed by the provisions of the Articles and By-Laws.

7.6 Document Recording by Owners Prohibited. Neither Association nor any Owner, nor group of Owners, may record any documents which, in any way, affect or restrict the rights of Developer, or conflict with the provisions of this Declaration or the other Association Documents.

7.7 Conflicts. In the event of any conflict among this Declaration, the Master Declaration, the Articles, the By-Laws or any of the other Association Documents, the Master Declaration shall control. In the event of any conflict among this Declaration, the Articles, the By-Laws or any of the other Association Documents, this Declaration shall control.

8. Paramount Right of Developer. Notwithstanding anything to the contrary herein, prior to the Community Completion Date Developer shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of Stonebrook for various public purposes or for the provision of Telecommunications Systems, or to make any portions of Stonebrook part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of Stonebrook. In addition, the Common Areas of Stonebrook may include decorative improvements, berms and waterbodies. Notwithstanding anything to the contrary herein, the waterbodies may be dry during certain weather conditions or during certain times of the year. Developer may remove, modify, eliminate or replace these items from time to time in its sole discretion. SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WEAT FACILITIES, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS. DEVELOPER SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION, AND DESIGN OF ANY AND ALL COMMON AREAS AT ANY TIME WITHOUT NOTICE AT ITS DISCRETION.

#### 9. Operation of Common Areas.

9.1 Prior to Conveyance. Prior to the conveyance, identification and/or dedication of the Common Areas to Association as set forth in Section 9.4 herein, any portion of the Common Areas owned by Developer shall be operated, maintained, and administered at the sole cost of Association for all purposes and uses reasonably intended, as Developer in its sole discretion deems appropriate. During such period, Developer shall own, operate, and administer the Common Areas without interference from any Owner or Lender of a Parcel or any portion of Stonebrook or Home or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed to, leased by, dedicated to, and/or maintained by Association. The current conceptual representations, if any, regarding the composition of the Common Areas are not a guarantee of the final composition of the Common Areas. No party should rely upon any statement contained herein as a representation or warranty as to the extent of the Common Areas to be owned, leased by, or dedicated to Association. Developer, so long as it controls Association, further specifically retains the right to add to, delete from, or modify any of the Common Areas referred to herein at its discretion and without notice.

9.2 Construction of Common Areas Facilities. Developer has constructed or will construct, at its sole cost and expense, certain facilities and improvements as part of the Common Areas, together with equipment and personality contained therein, and such other improvements and personality as Developer determines in its sole discretion. Developer shall be the sole judge of the composition of such facilities and improvements. Prior to the Community Completion Date Developer reserves the absolute right to construct additional Common Areas facilities and improvements within Stonebrook, from time to time, in its sole discretion, and to remove, add to, modify, and change the boundaries, facilities and improvements now or then part of the Common Areas. Developer is not obligated to, nor has it represented that it will, modify or add to the facilities, improvements, or Common Areas as they are contemplated as of the date hereof. Developer is the sole judge of the foregoing, including the



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specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personality (e.g., furniture), color, textures, finishes, or Common Areas, or changes or modifications to any of these.

9.3 Use of Common Area by Developer. Until the Community Completion Date Developer shall have the right to use any portion of the Common Areas, without charge, for any purpose deemed appropriate by Developer.

9.4 Conveyance.

9.4.1 Generally. Within sixty (60) days after the Plat is recorded, or earlier as determined by Developer in its sole discretion, all or portions of the Common Areas may be dedicated by Plats, created in the form of easements, or conveyed by written instrument recorded in the Public Records, or by Quitclaim Deed from Developer to Association. Association shall pay all of the costs of the conveyance. The dedication, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership, operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein. Association shall, and does hereby, indemnify and hold Developer harmless on account thereof. Association, by its joinder in this Declaration, hereby accepts such dedication(s) or conveyance(s) without suit, condition, or qualification of any nature. The Common Areas, personal property and equipment thereof and appurtenances thereto shall be dedicated or conveyed in "as is, where is" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED.

9.4.2 Form of Deed. Each deed of the Common Areas shall be subject to the following provisions:

9.4.2.1 a perpetual nonexclusive easement in favor of governmental agencies for the maintenance and repair of existing road, speed and directional signs, if any;

9.4.2.2 matters reflected in the plat(s) of Stonebrook;

9.4.2.3 perpetual non-exclusive easements in favor of Developer, its successors, and assigns in, to, upon and over all of the Common Areas for the purposes of vehicular and pedestrian ingress and egress, installation of utilities, landscaping and/or drainage, without charge, including, without limitation, the right to use such roadways for construction vehicles and equipment. The easements reserved in the deed shall run in favor of Developer, and its employees, representatives, agents, licensees, guests, invitees, successors and/or assigns;

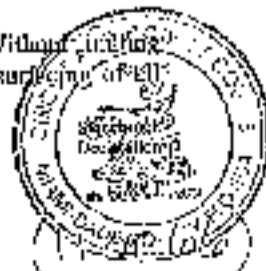
9.4.2.4 all restrictions, easements, covenants and other matters of record;

9.4.2.5 in the event that Association believes that Developer shall have failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the Common Areas conveyed herein are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Areas deemed defective by Developer during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of \$250,000.00 which Association and Developer agree is a fair and reasonable remedy; and

9.4.2.6 a reservation of right in favor of Developer (so long as Developer owns any portion of Stonebrook) to require that Association reconvey all or a portion of the Common Areas conveyed by quitclaim deed in favor of Developer in the event that such property is required to be owned by Developer for any purpose, including, without limitation, the reconfiguration of any adjacent property by replating or otherwise.

9.5 Operation After Conveyance. After the conveyance or dedication of any portion of the Common Areas to Association, the portion of the Common Areas so dedicated shall be owned, operated and administered by Association for the use and benefit of the owners of all property interests in Stonebrook including, but not limited to, Association, Developer, Owners and any Lenders. Subject to Association's right to grant easements and other interests as provided herein, Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without (i) if prior to the Turnover Date, the approval of (a) a majority of the Board; and (b) the consent of Developer, or (ii) from and after the Turnover Date, approval of (a) sixty-six and two-thirds percent (66 2/3%) of the Board; and (b) seventy-five percent (75%) of all of the votes in Association.

9.6 Paved Common Areas. The Common Areas may contain certain paved areas. Without limitation, and without any other provision of this Declaration, Association is responsible for the maintenance and/or resurfacing of all



paved surfaces including, but not limited to, roads, pathways, bicycle paths, and sidewalks forming a part of the Common Areas, if any. Although pavement appears to be a durable material, it requires maintenance. Association shall have the right, but not the obligation, to arrange for an annual inspection of all paved surfaces forming a part of the Common Areas by a licensed paving contractor and/or engineer. The cost of such inspection shall be a part of the Operating Costs of Association. Association shall determine annually the parameters of the inspection to be performed, if any. By way of example, and not of limitation, the inspector may be required to inspect the roads and sidewalks forming part of the Common Areas annually for deterioration and to advise Association of the overall pavement conditions including any upcoming maintenance needs. Any patching, grading, or other maintenance work should be performed by a Company licensed to perform the work. From and after the Community Completion Date, Association should monitor the roads and sidewalks forming the Common Areas monthly to ensure that vegetation does not grow into the asphalt and that there are no eroded or damaged areas that need immediate maintenance.

9.7 Delegation and Managers. Once conveyed or dedicated to Association, the Common Areas and facilities and improvements located thereon shall, subject to the provisions of this Declaration and the document of conveyance or dedication, at all times be under the complete supervision, operation, control, and management of Association. Notwithstanding the foregoing, Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company. Association specifically shall have the right to pay for management services on any basis approved by the Board (including bonuses or special fee arrangements for meeting financial or other goals). Developer, its affiliates and/or subsidiaries shall have the right to manage Association. Owners and Association acknowledge that it is fair and reasonable to have Developer, its affiliates and/or subsidiaries manage Association. Further, in the event that a Common Area is created by easement, Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement.

### 9.8 Use.

9.8.1 General Public Use. The Common Areas shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, members of Association) entitled to use those portions of the Common Areas. Prior to the Community Completion Date, Developer, and thereafter, Association, has the right, at any and all times, and from time to time, to further additionally provide and make the Common Areas available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

9.8.2 Right to Allow Use. Developer and/or Association may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications Providers, and/or Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Costs. Any such agreement by Association prior to the Community Completion Date shall require the consent of Developer. Thereafter, any such agreement shall require the approval of the majority of the Board of Directors.

9.8.3 Obstruction of Common Areas. No portion of the Common Areas may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by Association.

9.8.4 Assumption of Risk. Without limiting any other provision herein, each person within any portion of Stonebrook accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of any portion of Stonebrook (e.g., the Common Areas) including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, view restrictions caused by maintenance of trees and shrubbery, (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within Stonebrook and (c) design of any portion of Stonebrook. Each person entering onto any portion of Stonebrook also expressly indemnifies and agrees to hold harmless Developer, the District, Association, and all other Neighborhood Associations and all employees, directors, representatives, officers, agents, and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas and/or Facilities, including attorneys' fees, paraprofessional fees and costs of trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas and/or Facilities, including without limitation, all waterbodies, lakes, pools or areas adjacent to a lake, do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMON AREAS MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, DOGS, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS AND FOXES. DEVELOPER, THE DISTRICT, BUILDERS, ASSOCIATION, MASTER ASSOCIATION AND ALL OTHER NEIGHBORHOOD ASSOCIATIONS SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

9.8.5 Owner's Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless Developer, the District, Master Association and Association, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of any way related to the Common Areas including, without limitation, use of the lakes and other waterbodies within Stonebrook by Owners, and their guests, family members, invitees, or agents, or the injury, damage, loss, or liability Declaration and/or exhibits attached hereto and/or from any act or omission of Developer, the District, Master Association, Builders, Association, or any other person or entity.



Association, Association, or of any of the Indemnified Parties. Should any Owner bring suit against Developer, the District, Master Association, Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

#### 9.9 Rules and Regulations.

9.9.1 Generally. Prior to and including the Turnover Date, Developer, and thereafter Association, shall have the right to adopt Rules and Regulations governing the use of the Common Areas and Stonebrook. The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder.

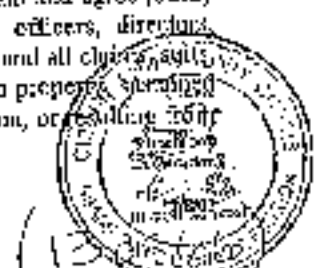
9.9.2 Developer Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to Developer or to any property owned by Developer and shall not be applied in a manner which would adversely affect the interests of Developer. Without limiting the foregoing, Developer, Builder and/or their assigns, shall have the right to: (i) develop and construct commercial and industrial uses, Homes, Common Areas, and related improvements within Stonebrook, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Homes and (b) residences and properties located outside of Stonebrook), general offices and construction operations within Stonebrook; (iii) place, erect or construct portable, temporary or accessory buildings or structure within Stonebrook for sales, construction storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of Stonebrook; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or portions of Stonebrook owned by Developer, signs and other materials used in developing, constructing, selling or promoting the sale of any portion Stonebrook including, without limitation, Homes; (vi) excavate fill from any lakes or waterways within and/or contiguous to Stonebrook by dredge or dragline, store fill within Stonebrook and remove and/or sell excess fill; and grow or save plants and trees within, or contiguous to, Stonebrook and use and/or sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of Developer, are necessary for the development and sale of any lands and improvements comprising Stonebrook.

9.10 Default by Another Owner. No default by any Owner in the performance of the covenants and promises contained in this Declaration or by any person using the Common Areas or any other act of omission by any of them shall be construed or considered (a) a breach by Developer or Association or a non-defaulting Owner or other person or entity of any of their promises or covenants in this Declaration; or (b) an actual, implied or constructive dispossession of another Owner from the Common Areas; or (c) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

9.11 Special Taxing Districts. For as long as Developer controls Association, Developer shall have the right, but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions of the Common Areas of Association to the District, a special taxing district or a public agency or authority under such terms as Developer deems appropriate in order to create or contract with special taxing districts and community development districts (or others) for lighting, perimeter walls, entrance features, roads, landscaping, irrigation areas, lakes, waterways, ponds, surface water management systems, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by Developer, including without limitation, the maintenance and/or operation of any of the foregoing. As hereinafter provided, Developer may sign any taxing district petition as attorney-in-fact for each Owner. Each Owner's obligation to pay taxes associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district shall be created pursuant to all applicable ordinances of Miami-Dade County and all other applicable governing entities having jurisdiction with respect to the same.

9.12 Water Transmission and Distribution Facilities, Easement, and Repair. Developer hereby grants and conveys to City, its successors and assigns, the non-exclusive right, privilege and easement to construct, reconstruct, lay, install, operate, maintain, relocate, repair, replace, improve and inspect water transmission and distribution facilities and sewer collection facilities and all appurtenances thereto, and all appurtenant equipment, with the full right of ingress thereto and egress therefrom, within Stonebrook (excluding such facilities located inside a Home) in accordance with plans approved by Developer or Association. Certain water transmission and distribution facilities and sewer collection facilities may be covered with decorative brick pavers that do not conform to City regulations ("Non-Conforming Pavers") in the course of construction of Homes and Common Areas, as and to the extent permitted under the terms of this Declaration. In the event City or any of its subdivisions, agencies and/or divisions shall damage any Non-Conforming Pavers as a result of construction, repair or maintenance operations of the water and/or sewer facilities or the City's use of its easement rights granted in this Section 9.12, then Association shall replace or repair such damage at the expense of the Owner of the affected Home and such cost shall be billed to such Owner as an Individual Assessment, unless, and only to the extent that, such cost is not paid by City or such other subdivisions, agencies and/or divisions. Association shall indemnify and hold harmless City and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which City or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance by Association of Association's obligations under this Section 9.12.

9.13 Association's Obligation to Indemnify. Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless Developer, the District and their officers, directors, shareholders, and any related persons or corporations and their employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, real or personal, on or about the Common Areas or other property serving Association, and improvements thereon, or resulting therefrom.



or arising out of activities or operations of Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, as the defense of any action or proceedings brought therein, and from and against any orders judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Costs in the extent such matters are not covered by insurance maintained by Association.

9.14 Site Plans and Plats. Stonebrook may be subject to one or more plats (each individually, a "Plat"). The Plat may identify some of the Common Areas within Stonebrook. The description of the Common Areas on a Plat is subject to change and the notes on a Plat are not a guarantee of what facilities will be constructed on such Common Areas. Site plans used by Developer in its marketing efforts illustrate the types of facilities which may be constructed on the Common Areas, but such site plans are not a guarantee of what facilities will actually be constructed. Each Owner should not rely on a Plat or any site plans used for illustration purposes as the Declaration governs the rights and obligations of Developer and Owners with respect to the Common Areas.

## 10. The District

10.1 Generally. Localita has created the South Dade Venture Community Development District (the "District") within the Master Community. Portions of the Master Community may be owned and maintained by the District including, without limitation, the lakes, roads, Surface Water Management System and/or utilities. In the event that any portion of Stonebrook is owned by the District, such facilities shall not be part of the Common Areas, but will be part of the infrastructure facilities owned by the District (the "Facilities"). AT THIS TIME IT IS NOT KNOWN WHAT PORTIONS OF STONEBROOK WILL BE DESIGNATED COMMON AREAS OR FACILITIES OF THE DISTRICT. FINAL DETERMINATION OF WHICH PROPERTIES WILL BE COMMON AREAS MAY NOT OCCUR UNTIL THE COMPLETION OF ALL DEVELOPMENT.

10.2 Creation of the District. The District may issue Special Assessment Bonds (the "Bonds") to finance a portion of the cost of the Facilities. The District is an independent, multi purpose, special district created pursuant to Chapter 190 of the Florida Statutes. The creation of the District puts residential units and non-residential development of the Master Community under the jurisdiction of the District. The District may be authorized to finance, fund, install, equip, extend, construct or reconstruct water and sewer facilities, environmental mitigation, roadways, Surface Water Management System, utility plants and lines, and land acquisition, miscellaneous utilities for the community and other infrastructure projects and services necessitated by the development of, and serving lands, within the Master Community (the "Public Infrastructure"). The estimated design, development, construction and acquisition costs for the Facilities may be funded by the District in one or more series of municipal bond financings utilizing special assessment bonds or other revenue backed bonds. The District may issue both long-term debt and short term debt to finance the Public Infrastructure. The principal and interest on the special assessments bonds may be repaid through non ad valorem special assessments ("District Debt Service Assessments") levied on all benefiting properties in the District, which property has been found to be specially benefited by the Public Infrastructure. The principal and interest on the other revenue backed bonds ("District Revenue Bonds") may be repaid through user fees, franchise fees or other use related revenues. In addition to the bonds issued to fund the Public Infrastructure costs, the District may also impose an annual non ad valorem special assessment to fund the operations of the District and the maintenance and repair of its Public Infrastructure and services ("District Maintenance Special Assessments").

10.3 District Assessments. The District Debt Service Assessments and District Maintenance Special Assessments will not be taxes but, under Florida law, constitute a lien co-equal with the lien of state, county, municipal, and school board taxes and may be collected on the ad valorem tax bill sent each year by the Tax Collector of Miami-Dade County and disbursed to the District. The homestead exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in full, failure to pay the District Debt Service Assessments, District Maintenance Special Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the property of the delinquent taxpayer through the issuance of a tax deed. The District Revenue Bonds are not taxes or liens on property. If the fees and user charges underlying the District Revenue Bonds are not paid, then such fees and user charges could become liens on the property which could ultimately result in the loss of title to the property through the issuance of a tax deed. It is anticipated, but not guaranteed, that the initial amount of the District Debt Service Assessments will be no greater than \$800.00 per year, per Home. The total amount of District Maintenance Special Assessments is unknown at this time. The actual amount of District Debt Service Assessments will be set forth in the District Assessment Methodology Report. District Maintenance Special Assessments relating to Facilities will be determined by the District. Any future District Assessments and/or other charges due with respect to the Facilities are direct obligations of each Owner and are secured by a lien against the Home. Failure to pay such sums may result in loss of property. The District may construct, in part or in whole, by the issuance of Bonds, certain facilities which may consist of roads, utilities and/or drainage system, as the District determines in its sole discretion.

10.4 Common Areas and Facilities Part of District. Portions of the Common Areas may be conveyed by Developer to the District. Such Facilities will be part of the District and the District shall govern the use and maintenance of the Facilities. Some of the provisions of this Declaration will not apply to such Facilities, as the Facilities will no longer be Common Areas. By way of example and not of limitation, the procedures herein respecting Developer's obligation to convey the Common Areas will not apply to the Facilities. ANY CONVEYANCE OF COMMON AREAS TO THE DISTRICT SHALL IN NO WAY INVALIDATE THIS DECLARATION. Developer may decide, in its sole and absolute discretion, to convey additional portions of the Common Areas to either the District or Association, thereby making such Common Areas part of the District's Facilities. The District or Association may promulgate membership rules, regulations and/or covenants which may outline use restrictions for the Facilities, or Association's responsibility to maintain the Facilities. The establishment of the District and the inclusion of Facilities in the District will obligate each Owner to





responsible for the payment of District Debt Service Assessments and District Maintenance Special Assessments for the construction and operation of the Facilities as set forth in this Section.

10.5 Facilities Owned by District. The Facilities may be owned and operated by the District or owned by the District and managed by Association. The Facilities may also be owned by a governmental entity other than the District. The Facilities shall be used and enjoyed by the Owners, on a non-exclusive basis, in common with each other persons, entities, and corporations that may be entitled to use the Facilities.

11. Maintenance by Association.

11.1 Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, Association shall at all times maintain, repair, replace and insure the Common Areas, including all improvements placed thereon. Association shall be responsible for root pruning trees within the Common Areas.

11.2 Lawn Maintenance. Association shall cut and edge the lawn in the front yard of each Home. Association shall maintain the trees and hedges in the front yard of each Home, and shall fertilize the front yard of each Home. Association may also weed the plant bed(s) in the front yard of each Home, provided that the Owner of such Home has not modified the plant bed(s) from the original plant bed(s) installed by Developer. In the event an Owner modifies the plant bed(s) as initially installed by Developer, then such Owner shall be solely responsible for maintenance of such plant bed(s). Each Owner is specifically responsible for maintaining all landscaping and improvements within any portion of a Home that are fenced, even if such landscaping and improvements are in the front yard. EACH OWNER ACKNOWLEDGES THAT SOME HOMES MAY NOT HAVE FRONT YARDS, AND OTHER HOMES MAY HAVE FRONT YARDS THAT ARE LARGER OR SMALLER THAN THE FRONT YARDS OF OTHER HOMES. NOTWITHSTANDING THE FOREGOING, ALL LAWN MAINTENANCE EXPENSES SHALL BE DEEMED PART OF THE OPERATING COSTS OF ASSOCIATION, AND EACH OWNER SHALL PAY AN EQUAL SHARE OF SUCH COSTS.

11.3 Duty to Maintain Surface Water Management System. The Surface Water Management System within Stonebrook will be owned, maintained and operated by Association as permitted by the SFWMD. If owned by Association as Common Areas, the costs of the operation and maintenance of the Surface Water Management System shall be part of the Operating Costs of Association. Notwithstanding the foregoing, the SFWMD has the right to take enforcement action, including a civil action for injunction, and penalties against Association to compel it to correct any outstanding problems with the Surface Water Management System facilities or in mitigation areas under the responsibility or control of Association. Association shall accept any and all transfer of permits from Developer. Association shall cooperate with Developer with any applications, certifications, documents or consents required to effectuate any such transfer of permits to Association.

11.4 Amendments Affecting Surface Water Management System. Any proposed amendment to the Association Documents which will affect the Surface Water Management System including any environmental conservation area and the water management portions of the Common Areas, must have the prior written approval of the SFWMD. Association's registered agent shall maintain copies of all Surface Water Management System permits and correspondence respecting such permits, and any future SFWMD permit actions shall be maintained by Association's registered agent for Association's benefit.

11.5 Perimeter Walls. Association shall be responsible for maintaining any perimeter walls of Stonebrook even if such walls be within one or more Lots. Notwithstanding the foregoing, each Owner shall be responsible for maintaining any shadow box fencing within his or her Lot.

11.6 Adjoining Areas. Association shall also maintain those drainage areas, swales, lakes maintenance easements, driveways, and landscape areas that are within the Common Areas and immediately adjacent to a Home, provided that such areas are readily accessible to Association. Under no circumstances shall Association be responsible for maintaining any inaccessible areas within fences or walls that form a part of a Home.

11.7 Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas necessitated by the negligent or willful acts of an Owner or persons utilizing the Common Areas, through or under an Owner shall be borne solely by such Owner, and the Home owned by that Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of Association.

11.8 Right of Entry. Developer, the District and Association are granted a perpetual and irrevocable easement over, under and across Stonebrook for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which it is entitled to perform. Without limiting the foregoing, Developer specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Developer may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of Stonebrook if Developer is required to do so in order to obtain the release of any bond posted with any governmental agency.

11.9 Maintenance of Property Owned by Others. Association shall, if designated by Master Association, the District or Developer by amendment to this Declaration or by other notice or direction, maintain vegetation, landscaping, sprinkler system, community identification/features and/or other areas of elements designated by Developer and/or the District upon areas which are within or outside of Stonebrook and which are



owned by, or dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity, so as to enhance the appearance of Stonebrook. These areas may include (by way of example and not limitation) swale areas or median areas within the right-of-way of public streets, roads, drainage areas, community identification or features, community signage or other identification and/or areas within easel rights-of-ways or other abutting interways.

11.10 Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.

11.11 Driveway and Sidewalk Easement. Each Owner shall be responsible to repair any damage to a driveway which comprises part of a Home and the sidewalk abutting the front Lot of the Home, including, but not limited to, any damage caused by Association or by the holder of any easement over which such driveway or sidewalk is constructed. Each Owner, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify and hold harmless Association and the holder of any such easement, including without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any driveway or sidewalk in that portion of the Common Areas, easement area, or in a public right-of-way between the boundary of such Owner's Home and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse Association any expense incurred in repairing any damage to such driveway or sidewalk in the event that such Owner fails to make the required repairs, together with interest at the highest rate allowed by law.

12 Multi-Purpose Taxing District. It is anticipated that the District will maintain the roads, off-site improvements, Surface Water Management System, landscape buffers, and/or entrance features within Stonebrook and, possibly, an adjacent community. Each Home shall be subject to assessments for the operation of District.

13. Use Restrictions. In addition to use restrictions in the Master Declaration, each Owner must comply with the following:

13.1 Alterations and Additions. No material alteration, addition or modification to a Lot or Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ADC as required by this Declaration.

13.2 Animals. No animals of any kind shall be raised, bred or kept within Stonebrook for commercial purposes. Otherwise, Owners may keep domestic pets as permitted by Miami-Dade County ordinances up to a limit of two (2) such pets weighing thirty (30) or less pounds each per Home and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the yard of a Home, as approved by the ACC. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Home. When notice of removal of any pet is given by the Board, the pet shall be removed within forty eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas within Stonebrook designated for such purpose, if any, or on that Owner's Home. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.

13.3 Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Home or Lot, unless approved by the ACC.

#### 13.4 Cars and Trucks

13.4.1 Parking. Owners' automobiles shall be parked in the garage or driveway, if provided, and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of Stonebrook or a Lot except on the surfaced parking area thereof. All lawn maintenance vehicles shall park on the driveway of the Home and not in the roadway or swale. To the extent Stonebrook has any guest parking, Owners are prohibited from parking in such guest parking spaces. No vehicles used in business for the purpose of transporting goods, equipment and the like, or any trucks or vans which are larger than three quarter (3/4) ton shall be parked in Stonebrook except during the period of a delivery. Recreational vehicles, personal street vans, personal trucks of three-quarter (3/4) ton capacity or smaller, and personal vehicles that can be appropriately packed within standard size parking stalls may be parked in Stonebrook.

13.4.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain on Stonebrook for more than twelve hours, except in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within Stonebrook, except in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

13.4.3 Prohibited Vehicles. No commercial vehicle, limousines, recreational trailer including, but not limited to, boat trailers, horse trailers, and trailers of every other type, kind or description,



or camper, may be kept within Stonebrook except in the garage of a Home. Notwithstanding the foregoing, a boat and/or boat trailer may be kept within the fenced yard of a Home so long as the boat and/or boat trailer, when located within a fenced yard, are fully screened from view by such fence. The term commercial vehicle shall not be deemed to include law enforcement vehicles or recreational or utility vehicles (i.e., Bronco's™, Blazers™, Explorers™, Navigators™, etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Developer or Builder of Homes, Common Areas, or any other Stonebrook facility. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere on Stonebrook. For any Owner who drives an automobile issued by the County or other governmental entity (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Home. No vehicle shall be used as a domicile or residence either temporarily or permanently.

13.5. Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement and restore or repair the Home as set forth in Section 14.2.2 hereof and as approved by the ACC. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC.

13.6. Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Developer, administrative offices of Developer, no commercial or business activity shall be conducted in any Home within Stonebrook. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invites customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within Stonebrook. No solicitors of a commercial nature shall be allowed within Stonebrook, without the prior written consent of Association. No day care center or facility may be operated out of a Home. No garage sales are permitted, except as permitted by Association. Prior to the Community Completion Date, Association shall not permit any garage sales without the prior written consent of Developer.

13.7. Completion and Sale of Homes. No person or entity shall interfere with the completion and sale of Homes within Stonebrook. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED TO A HOME, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES; THEREFORE, EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTION: PICKETING AND POSTING OF NEGATIVE SIGNS IS STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES IN THE COMMUNITY AND RESIDENTIAL ATMOSPHERE THEREOF.

13.8. Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer or representative of the management company retained by Association shall direct, supervise, or in any manner attempt to exert any control over any contractor of Association.

13.9. Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas except in areas designated for those purposes by Association. The ACC shall have the right to prohibit or restrict the use of grills or barbecue facilities throughout Stonebrook.

13.10. Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of Stonebrook without the prior written approval of the ACC. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the lot in the manner permitted hereunder commencing on Thanksgiving and shall be removed not later than January 15th of the following year. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Home).

13.11. Disputes as to Covenants. If there is any dispute as to whether the use of any portion of Stonebrook complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Developer, and thereafter by Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

13.12. Drainage System. Drainage systems and drainage facilities may be part of the Common Areas and/or Homes. Once drainage systems or drainage facilities are installed by Developer, the maintenance of such systems and/or facilities thereafter within the boundary of a Home shall be the responsibility of the Owner of the Home which includes such system and/or facilities. In the event that such system or facilities (whether comprised of swales, pipes, perches, waterbody slopes, or other improvements) is adversely affected by landscaping, fences, structures (including, without limitation, pavers) or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of each Home containing all or a part of such drainage system and/or facilities. By way of example, and not of limitation, if the Owner of one Home plants a tree (pursuant to the ACC approval) and the roots of such tree subsequently affect pipes or other drainage facilities within another Home, the Owner that plants the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Home. Likewise, if the roots of a tree located within the Common Areas adversely affect an adjacent Home, Association shall be responsible for the removal of the roots and the cost thereof shall be



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Operating Costs. Notwithstanding the foregoing, Association, District and Developer shall have no responsibility or liability for drainage problems of any type whatsoever.

13.13 Driveway Repair. Each Owner shall be responsible to timely repair, maintain and/or replace the driveway comprising part of a Home, including, but not limited to, any damage caused by Developer, Association or by the holder of any easement over which such driveway is constructed. Each Owner, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify, defend and hold harmless Association and the holder of any such easement, including without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any driveway in that portion of the Common Areas, easement area, or in a public right-of-way between the boundary of such Owner's Home and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse Association any expense incurred in repairing any damage to such driveway in the event that such Owner fails to make the required repairs, together with interest at the highest rate allowed by law.

13.14 Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Home shall encroach upon another Home by reason of original construction by Developer, then an easement for such encroachment shall exist so long as the encroachment exists. It is contemplated that each Home shall contain an improvement with exterior walls, foundations, and other protrusions which may pass over or underneath an adjacent Home. A perpetual nonexclusive easement is herein granted to allow the footers for such walls and other protrusions and to permit any natural water run off from roof overhangs, eaves and other protrusions onto an adjacent Home.

13.15 Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) notifying Association in writing, (ii) removing all removable furniture, plants and other objects from outside the Home; and (iii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to Association. Neither Association nor Developer shall have responsibility of any nature relating to any unoccupied Home.

13.16 Fences and Walls. No walls or fences shall be created or installed without prior written consent of the ACC. No chain link fencing of any kind shall be allowed except for perimeter areas screened by landscaping. All enclosures of balconies or patios, including, without limitation, addition of vinyl windows and decks shall require the prior written approval of the ACC. Fences on the sides of a Home shall be six (6) feet or less, made of wood (natural wood, white or other color approved by the ACC) or stowhox.

13.17 Fuel Storage. No fuel storage shall be permitted within Stonebrook, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces or similar devices.

13.18 Garages. Each Home may have its own garage. No garage shall be converted into a general living area unless specifically approved by the ACC. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

13.19 Garbage Cans. Trash collection and disposal procedures established by Association shall be observed. It is possible Association may provide for garbage pick-up, the cost of which shall be Operating Costs. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Home so as to be visible from outside the Home or Parcel. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets (garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 6:00 p.m. on the day preceding the pick-up, and must be returned to the Home so that they are not visible from outside the Home on the day of pick-up).

13.20 General Use Restrictions. Each Home, the Common Areas and any portion of Stonebrook shall not be used in any manner contrary to the Association Documents.

13.21 Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ACC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (nor at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

13.22 Irrigation. Due to water quality, irrigation systems may cause staining on Homes, other structures or paved areas. It is each Owner's responsibility to treat and remove any such staining. Developer is not providing any irrigation to the Homes. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL LAKES AND WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. Developer, the District and/or Association shall have the right to use one or more pumps to remove water from lakes and waterbodies for irrigation purposes at all times, subject to applicable permitting. Developer may utilize a computerized loop system to irrigate the Common Areas. Any computerized loop irrigation system that is not specifically the responsibility of



Association or an Owner, shall be the maintenance obligation of Association and shall be deemed part of the Common Areas.

13.23 Lake and Canal Slopes. The rear yard of some Homes may border lakes and canals forming part of the Common Areas. Association may maintain portions of the Common Areas contiguous to the rear lot line of such Home which comprise part of the lake slopes and banks and/or canal slopes and banks to prevent or restore erosion of slopes and banks due to drainage or roof culvert outfalls. The Owner of each Home bordering on the lake and canals shall ensure that lake and canal banks and slopes remain free of any structural or landscape encroachments so as to permit vehicular access for maintenance when needed. Each Owner hereby grants the Association an easement of ingress and egress across his or her Home to all adjacent lake and canal areas for the purpose of insuring compliance with the requirements of this Section.

13.24 Laundry. Subject to the provisions of Section 193.04 of the Florida Statutes, to the extent applicable, no rugs, mats, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Lot.

13.25 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of Stonebrook. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of Stonebrook shall be the same as the responsibility for maintenance and repair of the property concerned.

13.26 Landscaping and Irrigation of Lots; Removal of Sod and Shrubbery; Additional Planting.

13.26.1 Every Owner shall be required to irrigate the grass and landscaping located on the Lots in a routine and ordinary manner, and shall ensure that sufficient irrigation occurs during all periods when the Owner is absent from the Lot.

13.26.2 All grass and landscaping located within any rear yard of a Lot that is fenced pursuant to Section 13.16 herein, shall be maintained by the Owner. No gardens, jacuzzis, fountains, playground equipment, ponds, screened rooms, or other permitted improvements shall be constructed within the rear yard of a Lot without the prior written approval of the ACC. Each Owner understands that Lots within this Community may not be large enough to accommodate any of the foregoing items in any event.

13.26.3 Without the prior consent of the ACC, no sod, topsoil, tree or shrubbery shall be removed from Stonebrook, and there shall be no change in the plant landscaping or elevation of such areas shall be made, and no change in the condition of the soil or the level of the land of such areas shall be made which results in any change in the flow and drainage of surface water which the ACC, in its sole discretion, considers detrimental or potentially detrimental to persons or property. Notwithstanding the foregoing, Owners who install improvements to the Home (including, without limitation, concrete or brick pavers) which result in any change in the flow and/or drainage of surface water shall be responsible for all costs of drainage problems resulting from such improvement. Further, in the event that such Owner fails to pay for such required repairs, each Owner agrees to reimburse Association for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the Surface Water Management System.

13.26.4 No landscape lighting shall be installed by an Owner without the prior written approval of the ACC.

13.27 Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements shall be in writing and a copy of all leases of Homes shall be provided to Association if so requested by Association. No Home may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No time-share or other similar arrangement is permitted. The Owner must make available to the lessee or occupants copies of the Association Documents. No lease term shall be less than thirty (30) days. Notwithstanding the foregoing, this Section shall not apply to a situation where an Owner or resident of a Home receives in-home care by a professional caregiver residing within the Home.

13.28 Maintenance by Owners.

13.28.1 Standard of Maintenance. All lawns, landscaping and sprinkler systems and any property, structures, improvements, shallow box fences, and appurtenances not maintained by Association shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of Stonebrook by the Owner of each Home. Each Owner is specifically responsible for maintaining all grass, landscaping and improvements within any portion of a Home that is fenced. In addition, if an Owner has installed a fence or wall around a Home, or any portion thereof, then such Owner must maintain any portion of the Common Areas that is no longer readily accessible to Association. Each Owner shall be responsible for root pruning trees within any portion of his or her Home.

13.28.2 Fenced Common Area. If an Owner has enclosed the yard of a Home, or any portion thereof, with the ACC approval, then such Owner must maintain any portion of the Common Areas that is no longer readily accessible to Association.



13.28.3 Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.

13.29 Minor's Use of Facilities. Adults shall be responsible for all actions of their minor children at all times in and about Stonebrook. Neither Developer nor Association shall be responsible for any use of the facilities by anyone, including minors. Children under the age of twelve (12) shall be accompanied by an adult at all times.

13.30 Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of Stonebrook is permitted. No firearms shall be discharged within Stonebrook. Nothing shall be done or kept within the Common Areas, or any other portion of Stonebrook, including a Home or Lot which will increase the rate of insurance to be paid by Association.

13.31 Personal Property. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property may be stored on, nor any use made of, the Common Areas, any Lot or Home, or any other portion of Stonebrook, which is unsightly or which interferes with the comfort and convenience of others.

13.32 Pools. No above-ground pools shall be permitted. All in-ground pools, hot tubs, spas and appendages installed shall require the prior written approval of the ACC as set forth in this Declaration. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any Lot shall have an elevation at the top of the pool of not over two (2) feet above the natural grade unless approved by the ACC; (iii) pool cages and screens must be of a design, color and material approved by the ACC and shall be no higher than twelve (12) feet unless otherwise approved by the ACC; and (iv) pool screening shall in no event be higher than the roof line of the Home. Pool screening shall not extend beyond the sides of the Home without express approval by the ACC. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment). Unless installed by Developer, no diving boards, slides, or platforms shall be permitted without ACC approval.

13.33 Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from any portion of Stonebrook, change the level of the land within Stonebrook, or plant landscaping which results in any permanent change of the flow and drainage of surface water within Stonebrook. Owners may not place additional plants, shrubs, or trees within any portion of Stonebrook without the prior approval of the ACC.

13.34 Roofs, Driveways and Pressure Treatment. Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure treated within thirty (30) days of notice by the ACC. No surface applications to driveways shall be permitted without the prior written approval of the ACC as to material, color and pattern. Such applications shall not extend beyond the front lot line or include the sidewalk. Notwithstanding Association's responsibility to paint, each Owner shall be responsible to pressure clean between paintings. The Board may decide to have annual window washing or roof repair and may collect the costs thereof as part of Operating Costs or Reserves.

13.35 Satellite Dishes and Antennas. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. Each Owner agrees that the location of such items must be first approved by the ACC in order to address the safety and welfare of the residents of Stonebrook. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

13.36 Screened Enclosures. No screened enclosures, for pools or otherwise, shall be permitted without the prior written approval of the ACC.

13.37 Servants. Servants and domestic help of any Owner may not gather or lounge in or about the Common Areas.

13.38 Signs and Flags. No sign (including brokerage or for sale signs), flag, banner, sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any portion of Stonebrook that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration; provided, however, signs required by governmental agencies and approved by the ACC may be displayed (e.g., permit boards). Owners of Homes must obtain "For Sale" and "For Rent" signs from Association. No sign may be placed in the window of a Home. Developer and Builders are exempt from this Section. No in-ground flag poles (except as Developer may use) shall be permitted within Stonebrook, unless written approval of the ACC is obtained. Notwithstanding the foregoing, flags which are no larger than 24" x 36", attached to a Home and displayed for the purpose of a holiday, and United States of America flags shall be permitted without ACC approval.

13.39 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of Stonebrook without prior written consent of the ACC. No basketball backboards, skateboard ramps, or play structures will be permitted without written approval by the ACC.



equipment shall be located at the rear of the Home or on the inside portion of corner Homes within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Home. No basketball hoops shall be attached to a Home and any portable basketball hoops must be stored inside the Home. No tennis courts are permitted within Lots.

13.40 Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the ACC, which approval shall conform to the requirements of this Declaration. Any boat stored on a Lot must be screened by landscaping, fencing or walls approved by the ACC so that such boat is not visible from the street. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from the street in a manner approved by the ACC.

13.41 Subdivision and Regulation of Land. No portion of any Home or Lot shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to Stonebrook, without the prior written approval of Developer, which may be granted or denied in its sole discretion.

13.42 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Stonebrook or within any Home or Lot, except those which are required for normal household use. All propane tanks and bottled gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground or in a manner to be screened from view by landscaping or other materials approved by the ACC.

13.43 Swimming, Boating and Decks. Swimming is prohibited within any of the lakes or waterbodies within or adjacent to Stonebrook. Boating and personal watercraft (e.g., water skis) are prohibited. No docks may be erected within any lake or waterbody.

13.44 Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees.

13.45 Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the ACC and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Lot where such obstruction would create a traffic problem.

13.46 Wetlands and Mitigation Areas. It is anticipated that the Common Areas may include one or more preserves, wetlands, and/or mitigation areas. No Owner or other person shall take any action or enter onto such areas so as to adversely affect the same. Such areas are to be maintained by Association in their natural state.

13.47 Windows or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Home.

13.48 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspapers, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleared or repaired. No security bars shall be placed on the windows of any Home without prior written approval of the ACC. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones.

#### 14. Insurance.

14.1 Association. Association shall maintain the following insurance coverage.

14.1.1 Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area.

14.1.2 Liability Insurance. Commercial general liability insurance coverage providing coverage and limits deemed appropriate. Such policies must provide that they may not be canceled or substantially modified by any party, without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date) and Association.

14.1.3 Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

14.1.4 Other Insurance. Such other insurance coverage as appropriate from time to time. All coverage obtained by Association shall cover all activities of Association and all properties maintained by Association, whether or not Association owns title thereto.



14.1.5 Developer. Prior to and including the Turnover Date, Developer shall have the right, at Association's expense, to provide insurance coverage under its master insurance policy in lieu of any of the foregoing.

14.2 Homes

14.2.1 Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain adequate insurance of his or her Home. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Home as applicable, remove the debris, and to resod and landscape land comprising the Home. Upon the request of Association, each Owner shall be required to supply the Board with evidence of insurance coverage on his Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of Association, Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

14.2.2 Requirement to Reconstruct or Demolish. In the event that any Home is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: the Owner shall commence reconstruction and/or repair of the Home ("Required Repair"), or Owner shall tear the Home down, remove all the debris, and resod and landscape the property comprising the Home as required by the ADC ("Required Demolition") to the extent permitted under law. If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be completed in a continuous, diligent, and timely manner. Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of Association, Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes, and/or building codes.

14.2.3 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 14.2.3 shall be in accordance with the Community Standards and any other standards established by Association with respect to any casualty that affects all or a portion of Stonebrook.

14.2.4 Additional Rights of Association. If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required Repair performed by Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to Association that such Home cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by Association.

14.2.5 Association Has No Liability. Notwithstanding anything to the contrary in this Section, Association, its directors and officers, shall not be liable to any Owner should an Owner fail for any reason whatsoever to obtain insurance coverage on a Home. Moreover, Association, its directors and officers, shall not be liable to any person if Association does not enforce the rights given to Association in this Section.

14.3 Fidelity Bonds. If available, a blanket fidelity bond for all officers, directors, trustees and employees of Association, and all other persons handling or responsible for funds of, or administered by, Association. In the event Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of Association. The amount of the fidelity bond shall be based upon reasonable business judgment. The fidelity bonds required herein must meet the following requirements (to the extent available at a reasonable premium):

14.3.1 The bonds shall name Association as its obligee.

14.3.2 The bonds shall contain waivers, by the issuers of the bonds, of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee" or similar terms or expressions.

14.3.3 The premiums on the bonds (except for premiums on fidelity bonds maintained by a professional management company, or its officers, employees and agents), shall be paid by Association.

14.3.4 The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premiums) without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date) and Association.



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14.3.5 The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date) and Association.

14.4 Association as Agent. Association is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by Association and to execute and deliver releases upon the payment of claims.

14.5 Casualty to Common Areas. In the event of damage to the Common Areas, or any portion thereof, Association shall be responsible for reconstruction after casualty. In the event of damage to a Home, or any portion thereof, the Owner shall be responsible for reconstruction after casualty.

14.6 Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constructed, subject to modification to conform with the then current governmental regulation(s).

14.7 Additional Insured. Developer and its Lender(s) shall be named as additional insured on all policies obtained by Association, as their interests may appear.

14.8 Cost of Payment of Premiums. The costs of all insurance maintained by Association hereunder, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof are Operating Costs.

## 15. Property Rights.

15.1 Owners' Easement of Enjoyment. Every Owner, and its immediate family, tenants, guests and invitees, and every owner of an interest in Stonebrook shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas which it is entitled to use for their intended purpose, subject to the following provisions:

15.1.1 Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended.

15.1.2 The right of Association to suspend an Owner's rights hereunder or to impose fines in accordance with Section 720.305 of the Florida Statutes, as amended from time to time.

15.1.3 The right to suspend the right to use all (except vehicular and pedestrian ingress and egress and necessary utilities) or a portion of the Common Areas by an Owner, its immediate family, etc. for any period during which any Assessment against that Owner remains unpaid.

15.1.4 The right of Developer and/or Association to dedicate or transfer all or any part of the Common Areas. No such dedication or transfer shall be effective prior to the Community Completion Date without prior written consent of Developer.

15.1.5 The perpetual right of Developer to access and enter the Common Areas at any time, even after the Community Completion Date, for the purposes of inspection and testing of the Common Areas. Association and each Owner shall give Developer unfettered access, ingress and egress to the Common Areas so that Developer and/or its agents can perform all tests and inspections deemed necessary by Developer. Developer shall have the right to make all repairs and replacements deemed necessary by Developer. At no time shall Association and/or an Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Developer relative to any portion of the Common Areas.

15.1.6 The right of Developer and/or Association to modify the Common Areas as set forth in this Declaration.

15.1.7 The rights of Developer and/or Association regarding Stonebrook as reserved in this Declaration, including the right to utilize the same and to grant use rights, etc. to others.

15.1.8 Rules and Regulations adopted governing use and enjoyment of the Common Areas.

15.1.9 An Owner relinquishes use of the Common Areas at any time that a Home is leased to a Tenant.

15.2 Ingress and Egress. An easement for ingress and egress is hereby created for pedestrian traffic over, and through and across sidewalks, paths, walks, driveways, passageways, and lanes as the same, from time to time, may exist upon, or be designed as part of, the Common Areas, and for vehicular traffic over, through and across such portions of the Common Areas as, from time to time, may be paved and intended for such purposes.

15.3 Development Easement. In addition to the rights reserved elsewhere herein, Developer reserves an easement for itself or its nominees over, upon, access, and under Stonebrook as may be required in connection with the development of Stonebrook, and other lands designated by Developer and to promote or otherwise facilitate the development, construction and sale and/or leasing of Homes, any portion of Stonebrook, and other lands designated by Developer. Without limiting the foregoing, Developer specifically reserves the right to use all roads and rights of way within Stonebrook for vehicular and pedestrian ingress and egress to and from



sites and for the construction and maintenance of any Telecommunications Systems provided by Developer. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. Developer shall have no liability or obligation to repair, replace, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas shall be deemed ordinary maintenance of Association payable by all Owners as part of Operating Costs. Without limiting the foregoing, at no time shall Developer be obligated to pay any amount to Association on account of Developer's use of the Common Areas for construction purposes. Developer intends to use the Common Areas for sales of new and used Homes. Further, Developer may market other residences and commercial properties located outside of Stonebrook from Developer's sales facilities located within Stonebrook. Developer has the right to use all portions of the Common Areas in connection with its marketing activities, including, without limitation, allowing members of the general public to inspect model Homes, installing signs and displays, holding promotional parties and picnics, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of new and used residential Homes or the leasing of residential apartments. The easements created by this Section, and the rights reserved herein in favor of Developer, shall be construed as broadly as possible and supplement the rights of Developer set forth in this Declaration. At no time shall Developer incur any expense whatsoever in connection with its use and enjoyment of such rights and easements. Without limiting any other provision of this Declaration, Developer may non-exclusively assign its rights hereunder to each Builder.

15.4 Public Easements. Fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas. In addition, Telecommunications Providers shall also have the right to use all paved roadways for ingress and egress to and from Telecommunications Systems within Stonebrook.

15.5 Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas to occupants or lessees of that Owner's Home subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated, from time to time. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

15.6 Easement for Encroachments. In the event that any improvement upon Common Areas, as originally constructed, shall encroach upon any other property or improvements thereon, or for any reason, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist.

15.7 Permits, Licenses and Easements. Prior to the Community Completion Date, Developer, and thereafter Association, shall, in addition to the specific rights reserved to Developer herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through Stonebrook (including Homes) for Telecommunications Systems, utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to Developer and, thereafter, Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

15.8 Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across Stonebrook (including Homes) for the reasonable and necessary maintenance of Common Areas, utilities, cables, wires and other similar facilities.

15.9 Drainage. A non-exclusive easement shall exist in favor of Developer, the District, Association, and their designees, and any applicable water management district, state agency, county agency and/or federal agency having jurisdiction over, across and upon Stonebrook for drainage, irrigation and water management purposes. A non-exclusive easement for ingress, egress and access shall exist for such parties to enter upon and over any portion of Stonebrook (including Homes) in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of Stonebrook and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through Stonebrook and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

15.10 Encroachment in Favor of Association. Association is hereby granted an easement over all of Stonebrook, including all Homes and Lots, for the purpose of (a) constructing, maintaining, replacing and operating all Common Areas, including, but not limited to, lakes, perimeter walls and fences, and (b) performing any obligation of an Owner for which Association intends to impose an Individual Assessment.

15.11 Blanket Easement in Favor of the District. The District shall also have a blanket easement necessary for District operations above, across and under Stonebrook.

15.12 Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

## 16. Assessments.

16.1 Types of Assessments. Each Owner, by acceptance of a deed or instrument of conveyance or the acquisition of title in any manner (whether or not so expressed in the deed), including any purchase, non-judicial sale, shall hereafter be deemed to have covenanted and agreed to pay to Association at the time and in the manner



required by the Board, assessments or charges and any special assessments as are fixed, established and collected from time to time by Association (collectively, the "Assessments"). All Owners and Builders shall pay Assessments. Each Builder shall pay such portion of Operating Costs which benefits any Lot or Parcel owned by such Builder, as determined by Developer, in Developer's sole discretion. By way of example, and not of limitation, Developer may require that each Builder pay some portion of Assessments on a Lot or Parcel owned by a Builder which does not contain a Home. As vacant Lots or Parcels owned by Builders may not receive certain services (e.g., Telecommunications Services), Builders shall not be required to pay for the same. Without limiting the foregoing, Landstar shall not be responsible to pay Assessments on any Lots or Parcels owned by Landstar.

16.2 Purpose of Assessments. The Assessments levied by Association shall be used for, among other things, the purpose of promoting the recreation, health, safety and welfare of the residents of Stonebrook, and in particular for the improvement and maintenance of the Common Areas and any easement in favor of Association, including but not limited to the following categories of Assessments as and when levied and deemed payable by the Board:

16.2.1 Any monthly or quarterly assessment (as determined by the Board) or charge, for the purpose of operating Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Costs and collection of amounts necessary to pay any deficits from prior years' operation (hereinafter "Installment Assessments");

16.2.2 Any special assessments for capital improvements, major repairs, emergencies, the repair or replacement of the Common Areas, or insuring expenses (hereinafter "Special Assessments");

16.2.3 Any specific fees, dues or charges to be paid by Owners for any special services provided to or for the benefit of an Owner or Home, for any special or personal use of the Common Areas, or to reimburse Association for the expenses incurred in connection with that service or use (hereinafter "Use Fees");

16.2.4 Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. At such time as there are improvements in any Common Areas for which Association has a responsibility to maintain, repair, and replace, the Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Installment Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas (hereinafter "Reserves"). Assessments pursuant to this Section shall be payable in such manner and at such times as determined by Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are approved. Until the Community Completion Date, Reserves shall be subject to the prior written approval of Developer, which may be withheld for any reason; and

16.2.5 Assessments for which one or more Owners (but less than all Owners) within Stonebrook is subject ("Individual Assessments") such as costs of special services provided to a Home or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a particular Owner or Home. By way of example, and not of limitation, in the event an Owner fails to maintain the exterior of his Home (other than those portions of a Home maintained by Association) in a manner satisfactory to Association, Association shall have the right, through its agents and employees, to enter upon the Home and to repair, restore, and maintain the Home as required by this Declaration. The cost thereof, plus the reasonable administrative expenses of Association, shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment.

16.3 Designation. The designation of Assessment type shall be made by Association. Prior to the Community Completion Date, any such designation must be approved by Developer. Such designation may be made on the budget prepared by Association. The designation shall be binding upon all Owners.

#### 16.4 Allocation of Operating Costs.

16.4.1 For the period until the adoption of the first annual budget, the allocation of Operating Costs shall be as set forth in the initial budget prepared by Developer.

16.4.2 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Assessments shall be allocated so that each Owner shall pay his pro rata portion of Installment Assessments, Special Assessments, and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Homes in Stonebrook conveyed to Owners or any greater number determined by Developer from time to time. Developer, in its sole and absolute discretion, may change such denominator from time to time. Under no circumstances will the denominator be less than the number of Homes owned by Owners other than Developer.

16.4.3 In the event the Operating Costs as estimated in the budget for a particular fiscal year are, after the actual Operating Costs for that period is known, less than the actual costs, then the difference shall, at the election of Association: (i) be added to the calculation of Installment Assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Installment Assessments, which Special Assessment shall relate back to the date that the Installment Assessments could have been made. No vote of the Owners shall be required for such Special Assessment (except to the extent specifically provided herein).



16.4.4 Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non payment by other Owners of any sums due.

16.5 General Assessments Allocation. Except as hereinafter specified to the contrary, Installment Assessments, Special Assessments and Reserves shall be allocated equally to each Owner.

16.6 Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Owners benefiting from, or subject to the special service or cost as specified by Association.

16.7 Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Home to an Owner. The applicable portion of Assessments shall commence as to each Builder on the day of the conveyance of title of a Lot or Parcel to such Builder.

16.8 Shortfalls and Surpluses. Each Owner acknowledges that because Installment Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, or upon the number of Homes conveyed to Owners on or prior to September 30 of the prior fiscal year, it is possible that Association may collect more or less than the amount budgeted for Operating Costs. Prior to and including the Turnover Date, Developer shall have the option to (i) fund all or any portion of the shortfall in Installment Assessments not raised by virtue of all income received by Association or (ii) to pay Installment Assessments on Homes or Lots owned by Developer. If Developer has cumulatively overfunded Operating Costs and/or prepaid expenses of Association, which have not been reimbursed to Developer prior to and including the Turnover Date, Association shall refund such amounts to Developer on or prior to the Turnover Date or as soon as possible thereafter (e.g. once the amount is finally determined). Developer shall never be required to (i) pay Installment Assessments if Developer has elected to fund the deficit instead of paying Installment Assessments on Homes or Lots owned by Developer, or (ii) pay Special Assessments, management fees or Reserves. Any surplus Assessments collected by Association may be (i) allocated towards the next year's Operating Costs, (ii) used to fund Reserves, whether or not budgeted, (iii) retained by Association, and/or (iv) used for any other purpose, in Association's sole and absolute discretion, to the creation of Reserves, whether or not budgeted. Under no circumstances shall Association be required to pay surplus Assessments to Owners.

16.9 Budget. The initial budget prepared by Developer is adopted as the budget for the period of operation until adoption of the first annual Association budget. Thereafter, the annual budget respecting Operating Costs shall be prepared and adopted by the Board. To the extent Association has commenced or will commence operations prior to the date this Declaration is recorded or the first Home is closed, the Operating Costs may vary in one or more respects from that set forth in the initial Budget. A Builder shall pay Assessments as per the Builder Budget for each Lot owned by such Builder commencing from the date the Builder obtained title to such Lot. Developer shall fund entirely all Operating Costs not covered by Builders' Assessments until the month prior to the closing of the first Home. Thereafter, Assessments shall be payable by each Owner and Builder as provided in this Declaration. **THE INITIAL BUDGET OF ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESSER OR GREATER THAN PROJECTED.**

16.10 Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

16.10.1 Installment Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(8) of the Florida Statutes, as amended from time to time. Written notice of the amount and date of commencement thereof shall be given to each Owner and Owner not less than ten (10) days in advance of the due date of the first installment thereof. Notwithstanding the foregoing, the budget may cover a period of less than twelve (12) months if the first budget are adopted mid-year or in order to change the fiscal year of Association.

16.10.2 Special Assessments and Individual Assessments against the Owners may be established by Association, from time to time, and shall be payable at such time or times as determined. Until the Community Completion Date, no Special Assessment shall be imposed without the consent of Developer.

16.10.3 Association may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including a professional management company, Use Fees. The sums established shall be payable by the Owner utilizing the service or facility as determined by Association.

16.11 Initial Capital Contribution. The first purchaser of each Lot, Home or Parcel, at the time of closing of the conveyance from Developer to the purchaser, shall pay to Developer an initial capital contribution in the amount of two (2) months Assessments (the "Initial Capital Contribution"). The funds derived from the Initial Capital Contributions shall be used at the discretion of Developer for any purpose, including but not limited to, future and existing capital improvements, operating expenses, support costs and start-up costs. Developer may waive this requirement for some Lots and Homes, if the first purchaser is a Builder, and the Builder becomes unconditionally obligated to collect and pay the Initial Capital Contribution upon the subsequent sale of each Lot and Home to an end purchaser.

16.12 Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Home unless all sums due Association have been paid in full and an estoppel certificate in recordable form shall have been received by such Owner. Association shall prepare and maintain a ledger noting Assessments due



16.18.4 Any Master Association, Covenants, Agreements

16.19 Collection by Developer. If for any reason Association shall fail or be unable to levy or collect Assessments, then in that event, Developer shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, which remedies, including, but not limited to, recovery of attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, shall be deemed assigned to Developer for such purposes. If Developer advances sums, it shall be entitled to immediate reimbursement, on demand, from Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy.

16.20 Rights to Pay Assessments and Receive Reimbursement. Association, Developer, and any Lender of a Home shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of Association with regard to the amounts due.

16.21 Mortgagee Right. Each Lender may request in writing that Association notify such Lender of any default of the Owner of the Home subject to the Lender's Mortgage under the Association Documents which default is not cured within thirty (30) days after Association learns of such default. A failure by Association to furnish notice to any Lender shall not result in liability of Association because such notice is given as a courtesy to a Lender and the furnishing of such notice is not an obligation of Association to Lender.

17. Information to Lenders and Owners.

17.1 Availability. There shall be available for inspection upon request, during normal business hours or under other reasonable circumstances, to Owners and Lenders current copies of the Association Documents.

17.2 Copy. Any Owner and/or Lender shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

17.3 Notice. Upon written request by a Lender (identifying the name and address of the Lender and the name and address of the applicable Owner), the Lender will be entitled to timely written notice of:

17.3.1 Any condemnation loss or casualty loss which affects a material portion of a Home to the extent Association is notified of the same;

17.3.2 Any delinquency in the payment of Assessments owed by an Owner of a Home subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

17.3.3 Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained hereunder;

17.3.4 Any proposed action (if any) which would require the consent of a specific mortgage holder.

18. Architectural Control. In addition to the architectural control provisions in the Master Declaration, the following provisions govern Stonebrook.

18.1 Architectural Control Committee. The ACC shall be a permanent committee of Association and shall administer and perform the architectural and landscape review and control functions relating to Stonebrook. The ACC shall consist of a minimum of three (3) members who shall initially be named by Developer and who shall hold office at the pleasure of Developer. Until the Community Completion Date, Developer shall have the right to change the number of members on the ACC, and to appoint, remove, and replace all members of the ACC. Developer shall determine which members of the ACC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by Developer, Developer shall have the right to replace any member within thirty (30) days of such occurrence. If Developer fails to replace that member, the remaining members of the ACC shall fill the vacancy by appointment. From and after the Community Completion Date, the Board shall have the same rights as Developer with respect to the ACC. The ACC shall enforce the Master Community Standards as set forth herein.

18.2 Membership. There is no requirement that any member of the ACC be an Owner or a member of Association.

18.3 General Plan. It is the intent of this Declaration to create a general plan and scheme of development of Stonebrook. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within Stonebrook by Owners other than Developer. The ACC shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by ACC. The ACC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Community Completion Date, any additional standards or modification of existing standards shall require the consent of Developer, which may be granted or denied in its sole discretion.



ledger shall be kept in the office of Association, or its designees, and shall be open to inspection by any Owner. Within ten (10) days of a written request therefor, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the Assessments have been paid and/or the amount which is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay Association a reasonable sum to cover the costs of examining records and preparing such estoppel certificate. Each Owner waives its rights (if any) to an accounting related to Operating Costs or Assessments.

16.12 Payment of Home Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to its Home which, if not paid, could become a lien against the Home which is superior to the lien for Assessments created by this Declaration.

16.14 Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Home, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of Association encumbering the Home and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Home, name of the Owner, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner of the Home at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns.

16.15 Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to bona fide first mortgages on any Home, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The Lien for Assessments shall not be affected by any sale or transfer of a Home, except in the event of a sale or transfer of a Home pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a Lender, in which event, the acquirer of title, its successors and assigns, shall not be liable for such sums secured by a lien for Assessments encumbering the Home or chargeable to the former Owner of the Home which became due prior to such sale or transfer. However, any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of Operating Costs included within Installment Assessments. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) shall not relieve the Owner from liability for, nor the Home from the lien of, any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to Association if the mortgage held by such Lender is in default. Association shall have the right, but not the obligation, to cure such default within the time periods applicable to Owner. In the event Association makes such payment on behalf of an Owner, Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of an Owner pursuant to this Section shall be added to Assessments payable by such Owner with appropriate interest.

16.16 Acceleration. In the event of a default in the payment of any Assessment, Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

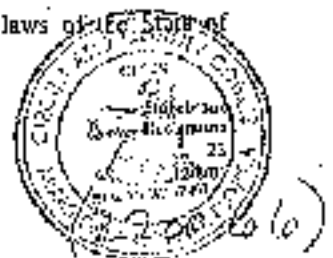
16.17 Non-Payment of Assessments. If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Board) after the due date, a late fee of \$25.00 per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate Association for administrative costs, loss of use of money, and accounting expenses. Association may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Home, or both. Association shall not be required to bring such an action if it believes that the best interests of Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise exempt liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Home.

16.18 Exemption. Notwithstanding anything to the contrary herein, neither Developer nor the District shall be responsible for any Assessments of any nature or any portion of the Operating Costs. Developer, at Developer's sole option, may pay Assessments on Homes owned by it, or fund the deficit, if any, as set forth in Section 16.8 herein. In addition, the Board shall have the right to exempt any portion of Stonebrook subject to this Declaration from the Assessments, provided that such portion of Stonebrook exempted is used (and as long as it is used) for any of the following purposes:

16.18.1 Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

16.18.2 Any real property interest held by a Telecommunications Provider;

16.18.3 Any of Stonebrook exempted from ad valorem taxation by the laws of the State of Florida;



18.4 Neighborhood Plan. Developer has established an overall Neighborhood Plan. However, notwithstanding the above, or any other document, brochures or plans, Developer reserves the right to modify the Neighborhood Plan or any site plan at any time as it seems desirable in its sole discretion and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, DEVELOPER MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING STONEBROOK. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW STONEBROOK WILL APPEAR UPON COMPLETION AND DEVELOPER RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS DEVELOPER DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

18.5 Community Standards. Each Owner and its contractors and employees shall observe, and comply with, the Community Standards which now or may hereafter be promulgated by the ACC and approved by the Board of Association from time to time. The Community Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as set forth herein verbatim. The Community Standards shall not require any Owner to alter the improvements previously constructed. Until the Community Completion Date, Developer shall have the right to approve the Community Standards, which approval, may be granted in its sole discretion.

18.6 Quorum. A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. In lieu of a meeting, the ACC may act in writing.

18.7 Power and Duties of the ACC. No improvements shall be constructed on any portion of Stonebrook, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or maintained on any portion of Stonebrook, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by Developer (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ACC.

18.8 Procedure. In order to obtain the approval of the ACC, each Owner shall observe the following:

18.8.1 Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change to an improvement, together with the required application(s) and other fee(s) as established by the ACC. The applications shall include such information as may be required by the application form adopted by the ACC. The ACC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ACC, such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, enclosures relating to the predetermined ground floor finish elevation, pool, plans and specifications and the times scheduled for completion, all as reasonably specified by the ACC.

18.8.2 In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or supplemental information. The Owner shall, within fifteen (15) days thereafter, comply with the request.

18.8.3 No later than thirty (30) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for whatever or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be created, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within said thirty (30) day period, the plans and specifications shall be deemed disapproved by the ACC.

18.8.4 Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC.

18.8.5 In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than thirty (30) days after such meeting. In the event the ACC fails to provide such written decision within said thirty (30) days, the plans and specifications shall be deemed disapproved.

18.8.6 Upon disapproval (even if the members of the Master ACC and ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the ACC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the Owner's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed approved. The decision of the ACC, or if appealed, the Board of Association, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.



18.9 Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ACC shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications.

18.10 Variance. Association or ACC shall have the power to grant variances from any requirements set forth in this Declaration or from the Community Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Community Standards on any other occasion.

18.11 Permits. The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

18.12 Construction by Owners. The following provisions govern construction activities by Owners after consent of the ACC has been obtained:

18.12.1 Each Owner shall deliver to the ACC, if requested, copies of all construction and building permits as and when received by the Owner. Each construction site in Stonebrook shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Areas and other such areas in Stonebrook shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in Stonebrook and no construction materials shall be stored in Stonebrook subject, however, to such conditions and requirements as may be promulgated by the ACC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any canal or waterway or Common Areas or other Homes in Stonebrook or be placed anywhere outside of the Home upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable Federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property or waterways. All construction activities shall comply with the Community Standards. If a contractor or Owner shall fail to comply in any regard with the requirements of this Section, the ACC may require that such Owner or contractor post security with Association in such form and such amount deemed appropriate by the ACC in its sole discretion.

18.12.2 There shall be provided to the ACC, if requested, a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, craftsmen and suppliers (collectively, "Contractors") and changes to the list as they occur relating to construction. Each Builder and all of its employees and Contractors and their employees shall utilize those roadways and entrances in Stonebrook as are designated by the ACC for construction activities. The ACC shall have the right to require that each Builder's and Contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC.

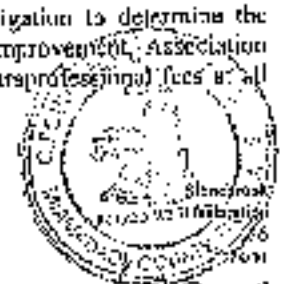
18.12.3 Each Owner is responsible for insuring compliance with all terms and conditions of these provisions and of the Community Standards by all of its employees and Contractors. In the event of any violation of any such terms or conditions by any employee or Contractor, or, in the opinion of the ACC, the continued refusal of any employee or Contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in Stonebrook.

18.12.4 The ACC may, from time to time, adopt standards governing the performance or conduct of Owners, Contractors and their respective employees within Stonebrook. Each Owner and Contractor shall comply with such standards and cause its respective employees to also comply with same. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within Stonebrook and each Owner shall include the same therein.

18.13 Inspection. There is specifically reserved to Association and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of Stonebrook at any time within reasonable daytime hours, for the purpose of determination whether there exists any violation of the terms of any approval or the terms of this Declaration or the Community Standards.

18.14 Violation. Without limiting any other provision herein, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by Association or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ACC and/or Association is specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

18.15 Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, Association and/or ACC shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, in connection therewith.





18.15 Certificate. In the event that any Owner fails to comply with the provisions contained herein, the Community Standards, or other rules and regulations promulgated by the ACC, Association and/or ACC may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Home stating that the improvements on the Home fail to meet the requirements of this Declaration and that the Home is subject to further enforcement remedies.

18.17 Certificate of Compliance. If requested by an Owner, prior to the occupancy of any improvement constructed or erected on any Home by other than Developer, or its designees, the Owner thereof shall obtain a Certificate of Compliance from the ACC, certifying that the Owner has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC, the responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ACC's rights set forth in Section 18.13 herein.

18.18 Exemption. Notwithstanding anything to the contrary contained herein, or in the Community Standards, any improvements of any nature made or to be made by Developer, Builder or their nominees, including, without limitation, improvements made or to be made to the Common Areas or any Homes, shall not be subject to the review of ACC, Association, or the provisions of the Community Standards.

18.19 Indemnification. Developer, Association, the directors or officers of Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistake in judgment, negligence, or any action of Developer, Association, ACC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Home, that it shall not bring any action or suit against Developer, Association or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of Developer, Association, or ACC or their respective members, officers, or directors in connection with the provisions of this Section. Association does hereby indemnify, defend and hold Developer and the ACC, and each of their members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, Association, ACC or their members, officers and directors. Developer, Association, its directors or officers, the ACC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

19. Master Association. Each Owner and Home is subject to the Master Declaration which contains, among other things, architectural review requirements, assessment obligations, and use restrictions.

19.1 Surface Water Management System. Either the District or Master Association shall maintain the Surface Water Management System. Any lakes within Stonebrook shall be the maintenance responsibility of the Master Association or the District.

19.2 Master Association and District Easements. Without limiting any provision of the Master Declaration, the Master Association and the District, and their agents, employees, and managers, shall be deemed to have easements of ingress and egress in, over, and across the Common Areas for all reasonable purposes including, without limitation, such easements required for maintenance of the lake and canal banks and slopes for Stonebrook, if any, and the entry and boundary signs.

19.3 Priority of Master Association Lien. A Claim of Lien for Assessments payable to the Master Association shall be superior to a Claim of Lien for Assessments due to Association.

## 23. Owners Liability

23.1 Loop System Irrigation. Some or all Homes and Common Areas may receive irrigation pursuant to a loop system. If an Owner desires to make any alterations or improvements to a Home that in any way affect the loop irrigation system, then the Owner shall be responsible for taking measures to "cap off" the main line of the loop irrigation system that leads to the Home. In addition, the Owner shall be obligated to obtain the prior written approval of Association before taking any action that may adversely affect the loop irrigation system. Once the main line is "capped off," the Owner shall then be responsible for maintaining the irrigation system for his or her Home. Any damages to the Home resulting from an Owner's failure to comply with the terms set forth herein shall be the sole responsibility of such Owner and Developer shall not be liable for the same. Furthermore, each Owner understands that as provided in this Declaration, a Owner may be permitted to install, without limitation, a patio, and/or screened enclosure ("Improvement") on the Home upon the prior written approval of the ACC as set forth in this Declaration and/or the Community Standards. If an Improvement is approved to be installed, then a five (5) foot gate must also be installed. Before the ACC approves the installation of an Improvement, the irrigation system that will be within the Improvement portion of that Home must be re-routed, if necessary, by a professional irrigation company. In order for the ACC to approve the Improvement installation, a letter or other evidence by a professional irrigation company must be given to the ACC at least ten (10) days before the Improvement installation stating that the effectiveness of Stonebrook drainage system will not be affected by the re-routing of the irrigation system. Should an Owner install the Improvement without providing the necessary letter or other evidence from a professional irrigation company in advance as required herein, then Association may conduct the re-routing of the irrigation, repair any necessary drainage facilities and charge the work as an Individual Assessment. All as further provided in this Declaration and/or Community Standards.



20.2 Violations. Should any Owner do any of the following:

20.2.1 Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration including, without limitation, any provision herein benefiting SFWMD; or

20.2.2 Cause any damage to any improvement in Common Areas; or

20.2.3 Impede Developer, or Association, from exercising its rights or performing its responsibilities hereunder; or

20.2.4 Undertake unauthorized improvements or modifications to a Home or the Common Areas; or

20.2.5 Impede Developer from proceeding with or completing the development of Stockbrook,

then Developer and/or Association, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, the entering upon the Home and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred shall be assessed against the Owner as an Individual Assessment.

20.3 Non-Monetary Default. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Developer or Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option:

20.3.1 Commence an action to enforce the performance on the part of the Owner or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

20.3.2 Commence an action to recover damages; and/or

20.3.3 Take any and all action reasonably necessary to correct the violation or breach

20.4 Expenses. All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, shall be assessed against the Owner, as an Individual Assessment, and shall be immediately due and payable without further notice.

20.5 No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

20.6 Rights Cumulative. All rights, remedies, and privileges granted to SFWMD, Developer, Association and/or the ACC pursuant to any terms, provisions, covenants or conditions of this Declaration, or Community Standards, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

20.7 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Community Standards may be enforced by Developer and/or, where applicable, Association and/or Owners, by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created hereon. The expense of any litigation to enforce this Declaration or Community Standards shall be borne by the person against whom enforcement is sought, provided such proceedings result in a finding that such person was in violation of this Declaration or the Community Standards.

20.8 Fines. Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's tenants, guests and invitees, or both, to use the Common Areas and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2) of the Florida Statutes, against an Owner, tenant, guest or invitee, for failure to comply with any provision of this Declaration including, without limitation, those provisions benefiting the SFWMD.

20.8.1 A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount.

20.8.2 A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "Violations Committee") appointed by the Board who are not officers, directors or employees of Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Violations Committee does not, by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, tenant, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee.



20.8.3 The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, tenant, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, tenant, guest or invitee shall have a right to be represented by counsel and to cross examine witnesses.

20.8.4 The Violations Committee may impose Individual Assessments against the Owner in the amount of \$100 (or any greater amount permitted by law from time to time) for each violation. Each day of non-compliance shall be treated as a separate violation and there is no cap on the aggregate amount the Violations Committee may fine an Owner, tenant, guest or invitee. Individual Assessment fines shall be paid not later than five (5) days after notice of the imposition of the Individual Assessment. All monies received from fines shall be allocated as directed by the Board of Directors.

## 21. Additional Rights of Developer.

21.1 Sales Office and Administrative Offices. For as long as Developer and its assigns owns any property in Stonebrook, is affected by this Declaration, or maintains a sales office or administrative office within Stonebrook, Developer shall have the right to take such action reasonably necessary to transact any business necessary to consummate the development of Stonebrook and sales and re-sales of Homes and/or other properties owned by Developer or others outside of Stonebrook. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of Stonebrook, including Common Areas, employees in the models and offices, without the payment of rent or any other fee, maintain offices in models, and use of the Common Areas to show Homes. The sales office, models, signs and all items pertaining to development and sales remain the property of Developer. Developer shall have all of the foregoing rights without charge or expense. Without limiting any other provision of this Declaration, Developer may assign its rights hereunder to each Builder. The rights reserved hereunder shall extend beyond the Community Completion Date.

21.2 Modification. The development and marketing of Stonebrook will continue as deemed appropriate in Developer's sole discretion, and nothing in this Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of Stonebrook to, as an example and not a limitation, amend a Plat and/or the Neighborhood Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Developer, or its agents, affiliates, or assigns may deem necessary or appropriate. Association and Owners shall, at the request of Developer, execute and deliver any and all documents and instruments which Developer deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

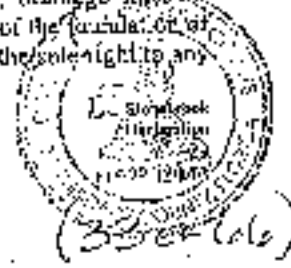
21.3 Promotional Events. Developer, Builders and their assigns shall have the right, at any time, to hold marketing and promotional events within Stonebrook and/or on the Common Areas, without any charge for use. Developer, its agents, affiliates, or assigns shall have the right to market Stonebrook and Homes in advertisements and other media by making reference to Stonebrook, including, but not limited to, pictures or drawings of Stonebrook, Common Areas, and Homes constructed in Stonebrook. All logos, trademarks, and designs used in connection with Stonebrook are the property of Developer, and Association shall have no right to use the same after the Community Completion Date except with the express written permission of Developer. Without limiting any other provision of this Declaration, Developer may assign its rights hereunder to each Builder.

21.4 Use by Prospective Purchasers. Developer and each Builder shall have the right, without charge, to use the Common Areas for the purpose of entertaining prospective purchasers of Homes, or other properties owned by Developer outside of Stonebrook.

21.5 Franchises. Developer may grant franchises or concessions to commercial concerns on all or part of the Common Areas and shall be entitled to all income derived therefrom.

21.6 Management. Developer may manage the Common Areas by contract with Association. Developer may contract with a third party ("Manager") for management of Association and the Common Areas. Each Owner acknowledges that Developer may receive lump sum or monthly compensation from any Manager in connection with the costs of services provided by such Manager. Such compensation may be paid on or per Home or other basis. All such compensation shall be the sole property of Developer, who shall have no duty to account for or disclose the amount of such compensation.

21.7 Easements. Until the Community Completion Date, Developer reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities service, maintenance, Telecommunications Services, and other purposes over, under, upon and across Stonebrook so long as any said easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners. By way of example, and not of limitation, Developer may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of Developer, in perpetuity, for such purposes. Without limiting the foregoing, Developer may relocate any easement affecting a Home, or grant new easements over a Home, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Home as a residence. As an illustration, Developer may grant an easement for Telecommunications Systems, irrigation, drainage, or other electrical lines over any portion of Stonebrook so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such portion of Stonebrook. Developer shall have the sole right to any



fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. Association and Owners will, without charge, if requested by Developer, (a) join in the creation of such easements, etc. and cooperate in the operation thereof; and (b) collect and remit fees associated therewith, if any, to the appropriate party. Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Developer, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of Developer which may be granted or denied in its sole discretion.

21.8 Right to Enforce. Developer has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards and to recover all costs relating thereto, including attorneys' fees and paraprofessional fees at all levels of proceeding, including appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of Association and to recover all costs incurred in doing so.

21.9 Additional Development. If Developer withdraws portions of Stonebrook from the operation of this Declaration, Developer may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. Developer shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Developer, owners or tenants of such other forms of housing or improvements upon their creation, may share in the use of all or some of the Common Areas and other facilities and/or roadways which remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Developer.

21.10 Representations. Developer makes no representations concerning development both within and outside the boundaries of Stonebrook including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Homes and buildings in all other proposed forms of ownership and/or other improvements on Stonebrook or in Stonebrook or adjacent or near Stonebrook, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, siting, number of homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

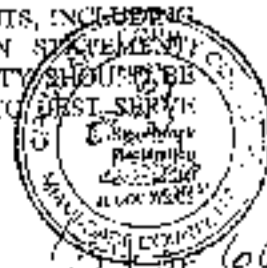
21.11 Non Liability NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSOCIATION DOCUMENTS, NEITHER ASSOCIATION NOR ANY NEIGHBORHOOD ASSOCIATION SHALL BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF STONEBROOK INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

21.11.1 IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF STONEBROOK HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF STONEBROOK AND THE VALUE THEREOF; AND

21.11.2 ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR MIAMI-DADE COUNTY OR PREVENTS TORTIOUS ACTIVITIES; AND

21.11.3 THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY, AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON. EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF STONEBROOK (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

21.12 Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE ASSOCIATION DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THE ASSOCIATION DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENTS, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY, SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO



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JUSTICE. DEVELOPER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

21.13 Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN MIAMI-DADE COUNTY, FLORIDA. DEVELOPER HAS AN OFFICE IN MIAMI-DADE COUNTY, FLORIDA AND EACH HOME IS LOCATED IN MIAMI-DADE COUNTY, FLORIDA. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN MIAMI-DADE COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND DEVELOPER AGREE THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN MIAMI-DADE COUNTY, FLORIDA.

21.14 Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DEVELOPER IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DEVELOPER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DEVELOPER TO SUBJECT STONEBROOK TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

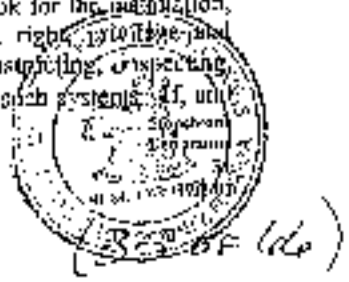
21.15 Access Control System. Developer may install a tele-entry system at the entrance to Stonebrook. Association shall have the right, but not the obligation, to contract for the installation of additional Access Control System facilities for Stonebrook. Prior to the Community Completion Date, all contracts for Access Control Systems shall be subject to the prior written approval of Developer. ASSOCIATION AND DEVELOPER SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. Each and every owner and the occupant of each Home acknowledges that Developer, Association, and their employees, agents, managers, directors, and officers, are not insurers of Owners or Homes, or the personal property located within Homes. Developer and Association will not be responsible or liable for losses, injuries, or deaths resulting from any casualty or intrusion into a Home.

22. Rights of City. In the event the Developer and/or Association fails or refuses to perform its obligations hereunder and/or to enforce the Declaration, the City shall have the right but not the obligation to enforce the terms and provisions of this Declaration by any procedure at law or in equity against the Developer, Association and/or Owners, including the right to levy and enforce Assessments in connection with any such enforcement action. The expense of any litigation arising out of this Section shall be borne by the party against whom enforcement is sought provided such proceeding results in a finding that such person failed to perform its obligations hereunder and/or was in violation of the Declaration.

23. Telecommunications Services.

23.1 Right to Contract for Telecommunications Services. Subject to the rights of Master Association, Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any portion of Stonebrook. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and Association shall be subject to the prior written approval of Developer. The rights of Association hereunder are subordinate in those of Master Association under the Master Declaration. Developer and/or its nominees, successors, assigns, affiliates, and licensees may contract with Association and act as a Telecommunications Provider for one or more Telecommunications Services, subject only to the requirements of all applicable laws, statutes, and regulations. If Developer is not the Telecommunications Provider for any particular Telecommunications Service, Developer shall have the right to receive, on a perpetual basis, all or a portion of access fees and/or the revenues derived from such Telecommunications Service within Stonebrook as agreed, from time to time, between the Telecommunications Provider and Developer.

23.2 Easements. Developer (i) reserves unto itself and its nominees, successors, assigns, affiliates, and licensees, and (ii) grants to each Telecommunications Provider providing Telecommunications Services to all or a part of Stonebrook pursuant to an agreement between Association and such Telecommunications Provider, a perpetual right, privilege, easement and right-of-way across, over, under and upon Stonebrook for the installation, construction and maintenance of Telecommunications Systems together with a perpetual right, privilege and easement of ingress and egress, access, over and upon Stonebrook for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such systems, all with



to the extent Telecommunications Services provided by such Telecommunications Systems are to serve all of Stonebrook, then the cost of the Telecommunications Services may be Operating Costs of Association and shall be assessed as a part of the Assessments.

23.3 Restoration. Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Common Areas and/or any Home to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Telecommunications Provider to complete such restoration within ten (10) days after receiving written notice from Association of such failure shall vest in Association, subject to the rights of Master Association, the right (but not the obligation) to restore or cause to be restored such portion of the Common Areas and/or Home disturbed by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby Association may restore or cause to be restored such disturbed portion of the Common Areas and/or Home immediately. In the event that Association exercises the right of self-help, each Telecommunications Provider agrees in advance that Association shall have the sole right, subject to the rights of Master Association, to (i) select the Contractor to perform such work and (ii) determine the extent of required restoration. This remedy of self-help is in addition to all other remedies of Association hereunder. All reasonable expenses incurred by Association in connection with such restoration shall be paid by Telecommunications Provider within ten (10) days of delivery to Telecommunications Provider of Association's invoice therefor. Any expenses not so paid when due shall bear interest from the due date at the lesser of (i) the publicly announced prime rate (or similar successor reference rate) of Wachovia National Bank or its successor on the date of such invoice, or (ii) the maximum rate of interest allowed by the law of the State of Florida in such obligations, or as may be provided in a contract between Association and a Telecommunications Provider.

23.4 Operating Costs. Each Owner understands that the expense of any Telecommunications Service may not be charged on a bulk basis, but may be charged at the rate equal to any rate paid by individual home owners that are not subject to a homeowners association. Each Owner acknowledges that Developer may receive lump sum or monthly compensation from any Telecommunications Provider in connection with the supply of Telecommunications Services. Such compensation may be paid on a per Home or other basis. All such compensation shall be the sole property of Developer, who shall have no duty to account for or disclose the amount of such compensation.

24. Refund of Taxes and Other Charges. Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by Developer to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Developer in the event such refund is received by Association.

25. Assignment of Powers. All or any part of the rights, exemptions and powers and reservations of Developer herein contained may be conveyed or assigned in whole or part to other persons or entities by an instrument in writing duly executed, acknowledged, and at Developer's option, recorded in the Public Records.

26. General Provisions.

26.1 Authority of Board. Except when a vote of the membership of Association is specifically required, all decisions, duties, and obligations of Association hereunder may be made by the Board. Association and Owners shall be bound thereby.

26.2 Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

26.3 Affirmative Obligation of Association. In the event that Association believes that Developer has failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the Common Areas are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Association agrees that once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Areas deemed defective by Developer during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of \$250,000 (6) which Association and Developer agree is a fair and reasonable remedy.

26.4 Execution of Documents. Developer's plan of development for Stonebrook (including, without limitation, the creation of one (1) or more special taxing districts) may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that said documents require the joinder of Owners other than Developer, Developer, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purposes, such appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this



30-21-606

Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home or any other portion of Stonebrook, to execute or otherwise join in any petition and/or other documents required in connection with the creation of a special taxing district relating to Stonebrook or any portion(s) thereof.

26.5 Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

26.6 Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date this Declaration is recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

26.7 Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF STONEBROOK ARE HEREBY PLACED ON NOTICE THAT (1) DEVELOPER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES MAY BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO STONEBROOK. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF STONEBROOK, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREBY OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO STONEBROOK WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DEVELOPER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DEVELOPER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF STONEBROOK HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

26.8 Neighborhood Title Documents. Each Owner by acceptance of a deed to a Home acknowledges that such home is subject to certain land use and title documents and all amendments thereto, which include among other items, the title documents identified in the Master Declaration and this Declaration (collectively, the "Neighborhood Title Documents"). Developer's plan of development for Stonebrook may necessitate from time to time the further amendment, modification and/or termination of the Neighborhood Title Documents. DEVELOPER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE NEIGHBORHOOD TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Neighborhood Title Documents. To the extent that such documents require the joinder of Owners other than Developer, Developer, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably constitute, constitute and appoint Developer, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home: (i) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Neighborhood Title Documents; and (ii) that such Owner has waived its right to object to or comment on the form or substance of any amendment, modification, or termination of the Neighborhood Title Documents. Without limiting the foregoing, upon the Community Completion Date Association shall assume all of the obligations of Developer under the Neighborhood Title Documents unless otherwise provided by Developer by amendment to this Declaration recorded by Developer in the Public Records, from time to time, and in the sole and absolute discretion of Developer.

IN WITNESS WHEREOF, the undersigned, being Developer hereunder, has hereunto set its hand and seal this 5th day of December, 2003

WITNESSES:

CARIBE SOUTH LLC,  
a Florida limited liability company

Print Name: Alicia [Signature]

Print Name: Juliana Capetany

Name: Fernando I. Martinez  
Title: Managing Member


[ACKNOWLEDGMENT APPEARS ON FOLLOWING PAGE]




STATE OF FLORIDA )  
 ) SS:  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 5th day of December, 2003 by Fernando L. Martinez, as Managing Member of Caribe South LLC, a Florida limited liability company, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires:

  
\_\_\_\_\_  
NOTARY PUBLIC, State of Florida at Large  
Print Name \_\_\_\_\_

 Alicia Consuegra Alvarez  
My Commission CD158708  
Expires December 23, 2006





JOINDER

STONEBROOK HOA, INC.

STONEBROOK HOA, INC. ("Association") does hereby join in the Declaration for Stonebrook ("Declaration"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience only and not to the effectiveness of this Declaration as Association has no right to approve this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 5th day of December, 2003.

WITNESSES:

STONEBROOK HOA, INC., a Florida not-for-profit corporation

*[Handwritten Signature]*  
Print Name: Alicia N. Herrera  
*[Handwritten Signature]*  
Print Name: Zulma Lopez-Gonzalez

By: *[Handwritten Signature]*  
Name: Terey Herrera  
Title: President



STATE OF FLORIDA )  
                                  ) SS:  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me this 5th day of December, 2003, by Terey Herrera, as President of STONEBROOK HOA, INC., a Florida not-for-profit corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My commission expires:

*[Handwritten Signature]*  
NOTARY PUBLIC, State of Florida at Large  
Print Name: Alicia Gonzalez Abreu  
My Commission ID: AB728  
Expires: December 31, 2006



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EXHIBIT 1  
LEGAL DESCRIPTION



**STONEBROOK HOMES**  
**LEGAL DESCRIPTION**

All of the plat of MIREN'S PLACE, according to the plat thereof recorded in Plat Book 160, at Page 97, of the Public Records of Miami Dade County, Florida.

Prepared for:  
Landstar Homes  
Job No. 02-7375  
December 3, 2003

Prepared by:  
Jack Muefler & Associates, Inc.  
Consulting Engineers & Land Surveyors  
Certificate of Authorization No. LB0064  
9450 Sunset Drive - Suite 200  
Miami, Florida 33173-5428  
Phone: 305-279-5555



EXHIBIT 2  
ARTICLES OF INCORPORATION



# State of Florida



## Department of State

I certify from the records of this office that STONEBROOK HOA, INC. is a corporation organized under the laws of the State of Florida, filed on November 24, 2003.

The document number of this corporation is N03000010254.

I further certify that said corporation has paid all fees due this office through December 31, 2003, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 203A00063906-112503-N03000010254-1/1, noted below.

Authentication Code: 203A00063906-112503-N03000010254-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Twenty-fifth day of November, 2003



*Glenda E. Naco*  
Glenda E. Naco  
Secretary of State



# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of STONEBROOK HOA, INC., a Florida corporation, filed on November 24, 2003, as shown by the records of this office.

I further certify the document was electronically received under FLX audit number N03000323638. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N03000010254.

Authentication Code: 803A00063906-112503-N03000010254-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Twenty-fifth day of November, 2003



*Glenda E. Hood*  
Glenda E. Hood  
Secretary of State





FLORIDA DEPARTMENT OF STATE

Glenda K. Hood  
Secretary of State

November 25, 2003

STONEBROOK BOA, INC.  
11755 SW 90 STREET STE 210  
MIAMI, FL 33186

The Articles of Incorporation for STONEBROOK BOA, INC. were filed on November 24, 2003, and assigned document number N03000010254. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number N03000323638.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Freida Chesser  
Document Specialist  
New Filings Section  
Division of Corporations

Letter Number: 802A00063906



Division of Corporations - P.O. BOX 6327 - Tallahassee, Florida 32314

(4.5 of 66)

((H03000323638 3)))

Florida Department of State  
Division of Corporations  
Public Access System

## Electronic Filing Cover Sheet

**Note: Please print this page and use it as a cover sheet.** Type the fax audit number (shown below) on the top and bottom of all pages of the document.

((H03000323638 3)))

**Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page.** Doing so will generate another cover sheet.

To:  
Division of Corporations  
Fax Number : (850) 205-0381

From:  
Account Name : DOZNE MORRIS & BECKSCHER, LLP  
Account Number : 21999000059  
Phone : (305) 960-2220  
Fax Number : (305) 960-2203

## FLORIDA NON-PROFIT CORPORATION

Stonebrook HOA, Inc.

Certificate of Status	1
Certified Copy	1
Page Count	07
Estimated Charge	\$87.50

[Electronic Filing Menu](#)
[Corporate Filing](#)
[Public Access Help](#)

((H03000323638 3)))





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ARTICLES OF INCORPORATION  
OF  
STONEBROOK HOA, INC.  
(A CORPORATION NOT FOR PROFIT).



(((H03000321638 3)))

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Stonebrook  
Articles  
11/2003

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ARTICLES OF INCORPORATION  
OF  
STONEBROOK HOA, INC.  
(A CORPORATION NOT FOR PROFIT)

In compliance with the requirements of the laws of the State of Florida, and for the purpose of forming a corporation not for profit, the undersigned does hereby acknowledge:

1. Name of Corporation. The name of the corporation is STONEBROOK HOA, INC. ("Association").
2. Principal Office. The principal office of the Association is 11755 S.W. 90 Street, Suite 210, Miami, Florida 33186.
3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is 200 South Biscayne Blvd., Suite 3400, Miami, Florida 33131. The name of the Registered Agent of the Association is:

PATRICIA KIMBALL FLETCHER, P.A.

4. Definitions. A declaration entitled Declaration for Stonebrook (the "Declaration") will be recorded in the Public Records of Miami-Dade County, Florida, and shall govern all of the operations of a community to be known as Stonebrook. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. Purpose of the Association. The Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (b) perform the duties delegated in it in the Declaration; (c) administer the interests of the Association and the Owners; (d) promote the health, safety and welfare of the Owners.

6. Not for Profit. The Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.

7. Powers of the Association. The Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonably necessary to discharge its obligations, including, but not limited to, the following:

- 7.1 To perform all the duties and obligations of the Association set forth in the Declaration and By-Laws, as herein provided.

- 7.2 To enforce, by legal action or otherwise, the provisions of the Declaration and By-Laws and of all rules, regulations, covenants, restrictions and agreements governing or binding the Association and Stonebrook

- 7.3 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and By-Laws.

- 7.4 To pay all Operating Costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association

- 7.5 To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of the Association except as limited by the Declaration.

- 7.6 To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

- 7.7 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of Stonebrook to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration.

- 7.8 To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.

- 7.9 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, Stonebrook, the Common Areas, Lots and, as provided in the Declaration, to effectuate all of the purposes for which the Association is organized.

- 7.10 To have and to exercise any and all powers, rights and privileges which a not-for profit corporation organized under the laws of the State of Florida may now, or hereafter, have or exercise.

- 7.11 To employ personnel and retain independent contractors to contract for management of the Association, Stonebrook, and the Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of the Association.



7.12 To contract for services to be provided to, or for the benefit of, the Association, Owners, the Common Areas, and Stonebrook as provided in the Declaration, such as, but not limited to, Telecommunications Services, maintenance, garbage pick-up, and utility services.

7.13 To establish committees and delegate certain of its functions to those committees.

8. Voting Rights Owners and Developer shall have the voting rights set forth in the By-Laws.

9. Board of Directors. The affairs of the Association shall be managed by a Board of odd number with not less than three (3) nor more than nine (9) members. The initial number of directors shall be three (3). Board members shall be appointed and/or elected as stated in the By-Laws. The election of Directors shall be held at the annual meeting. Directors shall be elected for a term expiring on the date of the next annual meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

NAME	ADDRESS
Fernando L. Martinez	11755 S.W. 90 Street Suite 210 Miami, Florida 33186
Tammy Herrera	11755 S.W. 90 Street Suite 210 Miami, Florida 33186
Jose Jorge	11755 S.W. 90 Street Suite 210 Miami, Florida 33186

10. Dissolution. In the event of the dissolution of the Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. In addition, if Association is dissolved, the Surface Water Management System shall be conveyed to an appropriate agency of local government. If a governmental agency will not accept the Surface Water Management System, then it must be dedicated to a similar non-profit corporation.

11. Duration. The Association shall have perpetual existence.

12. Amendments.

12.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Developer unless such amendment receives the prior written consent of Developer, as applicable, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2 Amendments Prior to and Including the Turnover Date. Prior to and including the Turnover Date, Developer shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this Section is to be construed as broadly as possible. In the event that Association shall desire to amend these Articles prior to and including the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

12.3 Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of (i) sixty-six and two thirds percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of the votes present, in person or by proxy, at a duly noticed meeting of the Members at which there is a quorum.

13. Limitations.

13.1 Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

13.2 Rights of Developer. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Developer.



13.3 By-Laws. These Articles shall not be amended in a manner that conflicts with the By-Laws.

14. Incorporator. The name and address of the Incorporator of this corporation is:

Patricia Kimball Fletcher, Esq.  
Patricia Kimball Fletcher, P.A.  
Duane Morris LLP  
260 South Biscayne Blvd., Suite 3400  
Miami, Florida 33131

15. Officers. The Board shall elect a President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows:

President	Tammy Herrera 11755 S.W. 90 Street Suite 210 Miami, Florida 33186
Vice President	Jesse Forge 11755 S.W. 90 Street Suite 210 Miami, Florida 33186
Secretary/Treasurer	Bernardo I. Martinez 11755 S.W. 90 Street Suite 210 Miami, Florida 33186

16. Indemnification of Officers and Directors. The Association shall and does hereby indemnify and hold harmless every Director and every Officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which such Director or Officer may be made a party by reason of being or having been a Director or Officer of the Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters wherein the Director or Officer shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officers may be entitled.

17. Transactions in Which Directors or Officers are Interested. No contract or transaction between the Association and one (1) or more of its Directors or Officers or Developer, or between the Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are officers, directors or employees or otherwise interested shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of this 24 day of November, 2003.

WITNESSES:

Maria F. Sanchez  
Print name: MARIA F. SANCHEZ

Glady Gold  
Print name: Glady Gold

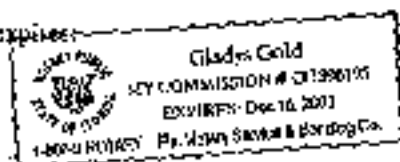
Patricia K Fletcher  
Patricia Kimball Fletcher, Esq.,  
Incorporator

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

SS:

The foregoing instrument was acknowledged before me this 24 day of November, 2003 by Patricia Kimball Fletcher, Esq., who is personally known to me.

My commission expires:



Glady Gold  
NOTARY PUBLIC  
State of Florida at Large  
Print name: Glady Gold



ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, and is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties.

Dated this 24 day of November, 2003.

PATRICIA KIMBALL FLETCHER, P.A.

By: Patricia K. Fletcher  
Patricia Kimball Fletcher, Esq.,  
as President



EXHIBIT 3

BY-LAWS



5  
12/1/03

(530F66)

**BY-LAWS  
OF  
STONEBROOK HOA, INC.**





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BY-LAWS  
OF  
STONEBROOK HOA, INC.

1. Name and Location. The name of the corporation is STONEBROOK HOA, INC. ("Association"). The principal office of the corporation shall be located at Caribe South LLC, 11755 S.W. 96 Street, Suite 210, Miami, Florida 33186, or at such other location determined by the Board of Directors (the "Board") from time to time.

2. Definitions. The definitions contained in the Declaration for Stonebrook HOA, Inc. (the "Declaration") relating to the residential community known as Stonebrook HOA, Inc., recorded, or to be recorded, in the Public Records of Miami-Dade County, Florida, are incorporated herein by reference and made a part hereof. In addition to the terms defined in the Declaration, the following terms shall have the meanings set forth below:

"Annual Members Meeting" shall have the meaning assigned to such term in Section 3.2 of these By-Laws.

"Articles" shall mean the Articles of Incorporation for Association, as amended from time to time.

"By-Laws" shall mean these By-Laws, together with all amendments and modifications thereof.

"Declaration" shall mean the Declaration as modified from time to time.

"Developer" shall mean Caribe South LLC, and any of its designees, successors and assigns who receive a written assignment of all or some of the rights of Developer hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

"Member" shall mean a member of Association.

"Minutes" shall mean the minutes of all Member and Board meetings, which shall be in the form required by the Florida Statutes. In the absence of governing Florida Statutes, the Board shall determine the form of the minutes.

"Official Records" shall mean all records required to be maintained by Association pursuant to Section 720.303(4) of the Florida Statutes, as amended from time to time.

"Special Members Meeting" shall have the meaning assigned to such term in Section 3.3 of these By-Laws.

"Turnover Date" shall have the meaning set forth in the Declaration.

"Voting Interests" shall mean the voting rights held by the Members.

3. Members.

3.1 Voting Interests. Each Owner and Developer shall be a Member of Association. No person who holds an interest in a Home only as security for the performance of an obligation shall be a Member of Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Home. There shall be one vote appurtenant to each Home. Prior to the Turnover Date, the Class B Member shall have Voting Interests equal to three (3) votes per Lot owned. For the purposes of determining who may exercise the Voting Interest associated with each Home, the following rules shall govern:

3.1.1 Home Owned By Husband and Wife. Either the husband or wife (but not both) may exercise the Voting Interest with respect to a Home. In the event the husband and wife cannot agree, neither may exercise the Voting Interest.

3.1.2 Trusts. In the event that any trust owns a home, Association shall have no obligation to review the trust agreement with respect to such trust. If the Home is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Owner of the Home for all Association purposes. If the Home is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the Member with respect to the Home for all Association purposes. If the Home is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the Member with respect to the Home for all Association purposes. If the Home is owned by the Jones Family Trust, the Jones Family Trust may not exercise its Voting Interest unless it presents to Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to Association, the identification of the person who should be treated as the Member with respect to the Home for all Association purposes. If Robert Smith and Laura Jones, as Trustees, hold title to a Home, either trustee may exercise the Voting Interest associated with such Home. In the event of a conflict between trustees, the Voting Interest for the Home in question cannot be exercised. In the event that any other form of trust ownership is presented to Association, the decision of the Board as to who may exercise the Voting Interest with respect to any Home shall be final. Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.



3.1.3 Corporations. If a Home is owned by a corporation, the corporation shall designate a person, an officer, employee, or agent who shall be treated as the Member who can exercise the Voting Interest associated with such Home.

3.1.4 Partnerships. If a Home is owned by a limited partnership, any one of the general partners may exercise the Voting Interest associated with such Home. By way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Home is owned by a general partnership, any one of the general partners may exercise the Voting Interest associated with such Home. In the event of a conflict among general partners entitled to exercise a Voting Interest, the Voting Interest for such Home cannot be exercised.

3.1.5 Multiple Individuals. If a Home is owned by more than one individual, any one of such individuals may exercise the Voting Interest with respect to such Home. In the event that there is a conflict among such individuals, the Voting Interest for such Home cannot be exercised.

3.1.6 Liability of Association. Association may act in reliance upon any writing or instrument or signature, whether original or facsimile, which Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as Association acts in good faith, Association shall have no liability or obligation with respect to the exercise of Voting Interests, and an election shall be invalidated (in the absence of fraud) on the basis that Association permitted or denied any person the right to exercise a Voting Interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g., the execution of a Voting Certificate).

3.2 Annual Meetings. The annual meeting of the Members (the "Annual Members Meeting") shall be held at least once each calendar year on a date, at a time, and at a place to be determined by the Board.

3.3 Special Meetings of the Members. Special meetings of the Members (a "Special Members Meeting") may be called by the President, a majority of the Board, or upon written request of ten percent (10%) of the Voting Interests of the Members. The business to be conducted at a Special Members Meeting shall be limited to the extent required by Florida Statutes.

3.4 Notice of Members Meetings. Written notice of each Members meeting shall be given by, or at the direction of, any officer of the Board or any management company retained by Association. A copy of the notice shall be mailed to each Member entitled to vote, postage prepaid, not less than ten (10) days before the meeting (provided, however, in the case of an emergency, two (2) days' notice will be deemed sufficient). The notice shall be addressed to the member's address last appearing on the books of Association. The notice shall specify the place, day, and hour of the meeting and, in the case of a Special Members Meeting, the purpose of the meeting. Alternatively, and to the extent not prohibited by the Florida Statutes, the Board may adopt from time to time, other procedures for giving notice to the Members of the Annual Members Meeting or a Special Members Meeting. By way of example, and not of limitation, such notice may be included in a newsletter sent to each Member by the Club.

3.5 Quorum of Meetings. Until and including the Turnover Date, a quorum shall be established by Developer's presence, in person or by proxy, at any meeting. After the Turnover Date, a quorum shall be established by the presence, in person or by proxy, of the Members entitled to cast twenty percent (20%) of the Voting Interests, except as otherwise provided in the Articles, the Declaration, or these By-Laws. Notwithstanding any provision herein to the contrary, in the event that technology permits Members to participate in Members Meetings and vote on matters electronically, then the Board shall have authority, without the joinder of any other party, to revise this provision to establish appropriate quorum requirements.

3.6 Adjournment of Members Meetings. If, however, a quorum shall not be present at any Members meeting, the meeting may be adjourned as provided in the Florida Statutes. In the absence of a provision in the Florida Statutes, the Members present shall have power to adjourn the meeting and reschedule it on another date.

3.7 Action of Members. Decisions that require a vote of the Members must be made by a concurrence of a majority of the Voting Interests present in person or by proxy, represented at a meeting at which a quorum has been obtained unless provided otherwise in the Declaration, the Articles, or these By Laws.

3.8 Proxies. At all meetings, Members may vote their Voting Interests in person or by proxy. All proxies shall comply with the provisions of Section 720.306(4) of the Florida Statutes, as amended from time to time, be in writing, and be filed with the Secretary at, or prior to, the meeting. Every proxy shall be revocable prior to the meeting for which it is given.

#### 4 Board of Directors.

4.1 Number. The affairs of Association shall be managed by a Board consisting of no less than three (3) persons and no more than nine (9) persons. Board members appointed by Developer need not be Members of Association. Board members elected by the other Members must be Members of Association.



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4.2 Term of Office. The election of Directors shall take place after Developer no longer has the authority to appoint the Board and shall take place at the Annual Members Meeting or on the Turnover Date. Directors shall be elected for a term ending upon the election of new Directors at the following Annual Members Meeting (except that the term of the Board appointed by the Developer shall extend until the date designated by Developer, or until the Turnover Date).

4.3 Removal. Any vacancy created by the resignation or removal of a Board member appointed by Developer may be replaced by Developer. Developer may replace or remove any Board member appointed by Developer in Developer's sole and absolute discretion. In the event of death or resignation of a Director elected by the Members, the remaining Directors may fill such vacancy. Directors may be removed with or without cause by the vote or agreement in writing of Members holding a majority of the Voting Interests.

4.4 Compensation. No Director shall receive compensation for any service rendered as a Director to Association; provided, however, any Director may be reimbursed for actual expenses incurred as a Director.

4.5 Action Taken Without a Meeting. Except to the extent prohibited by law, the Board shall have the right to take any action without a meeting by obtaining the written approval of the required number of Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.

4.6 Appointment and Election of Directors. Until the Turnover Date, the Developer shall have the unrestricted power to appoint all Directors of Association. From and after the Turnover Date, or such earlier date determined by Developer in its sole and absolute discretion, the Members shall elect all Directors of Association at or in conjunction with the Annual Members Meeting of the Members.

4.7 Election. Election to the Board shall be by secret written ballot, unless unanimously waived by all Members present. The persons receiving the largest numbers of votes shall be elected. Cumulative voting is not permitted.

4.8 Fiduciary Duty of Directors. Directors shall act in good faith in the performance of all duties.

#### 5. Meeting of Directors.

5.1 Regular Meetings. Regular meetings of the Board shall be held on a schedule adopted by the Board from time to time. Meetings shall be held at such place and hour and date as may be fixed, from time to time, by resolution of the Board.

5.2 Special Meetings. Special meetings of the Board shall be held when called by the President, or by any two (2) Directors. Each Director shall be given not less than two (2) days notice except in the event of an emergency. Notice may be waived. Attendance shall be a waiver of notice. Telephone conference meetings are permitted.

5.3 Emergencies. In the event of an emergency involving immediate danger of injury or death to any person or damage to property, if a meeting of the Board cannot be immediately convened to determine a course of action, the President or, in his absence, any other officer or director, shall be authorized to take such action on behalf of Association as shall be reasonably required to appropriately respond in the emergency situation, including the expenditure of Association funds in the minimum amount as may be reasonably required under the circumstances. The authority of officers to act in accordance herewith shall remain in effect until the first to occur of the resolution of the emergency situation or a meeting of the Board convened to act in response thereto.

5.4 Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting, at which a quorum is present, or in writing in lieu thereof, shall be action of the Board.

5.5 Open Meetings. Meetings of the Board shall be open to all Members.

5.6 Voting. Board Members shall cast votes in the manner provided in the Florida Statutes. In the absence of a statutory provision, the Board shall establish the manner in which votes shall be cast.

5.7 Notice of Board Meetings. Notices of meetings of the Board shall be posted in a conspicuous place on the Common Areas at least 48 hours in advance except in an event of an emergency. Alternatively, notice may be given to Members in any other manner provided by Florida Statute. By way of example, and not of limitation, notice may be given in any newsletter distributed to the Members. For the purposes of giving notice, the area for notices to be posted shall be deemed a conspicuous place. Notices of any meetings of the Board at which Assessments against Homes are to be established shall specifically contain a statement that Assessments shall be considered and a statement of the nature of such Assessments.

#### 6. Powers and Duties of the Board.

6.1 Powers. The Board shall, subject to the limitations and reservations set forth in the Declaration and Articles, have the powers reasonably necessary to manage, operate, maintain and discharge the duties of Association, including, but not limited to, the power to cause Association to do the following:



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6.1.1 General. Exercise all powers, duties and authority vested in or delegated to Association by law and in these By-Laws, the Articles, and the Declaration, including, without limitation, adopt budgets, levy Assessments, enter into contracts with Telecommunications Providers for Telecommunications Services.

6.1.2 Rules and Regulations. Adopt, publish, promulgate and enforce rules and regulations governing the use of Stonebrook HOA, Inc. by the Members, tenants and their guests and invitees, and to establish penalties and/or fines for the infraction thereof subject only to the requirements of the Florida Statutes, if any.

6.1.3 Enforcement. Suspend the right of use of the Common Areas (other than for vehicular and pedestrian ingress and egress and for utilities) of a Member during any period in which such Member shall be in default in the payment of any Assessment in charge levied, or collected, by Association.

6.1.4 Declare Vacancies. Declare the office of a member of the Board to be vacant in the event such Member shall be absent from three (3) consecutive regular Board meetings.

6.1.5 Hire Employees. Employ, on behalf of Association, managers, independent contractors, or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, or other person or entity, any or all of the duties and functions of Association and/or its officers.

6.1.6 Common Areas. Acquire, sell, operate, lease, manage and otherwise trade and deal with property, real and personal, including the Common Areas, as provided in the Declaration, and with any other matters involving Association or its Members, on behalf of Association or the discharge of its duties, as may be necessary or convenient for the operation and management of Association and in accomplishing the purposes set forth in the Declaration.

6.1.7 Granting of Interest. Grant licenses, easements, permits, leases, or privileges to any individual or entity, which affect Common Areas and to alter, add to, relocate or improve the Common Areas as provided in the Declaration.

6.1.8 Financial Reports. Prepare all financial reports required by the Florida Statutes.

6.2 Vote. The Board shall exercise all powers so granted except where the Declaration, Articles or these By-Laws specifically require a vote of the Members.

6.3 Limitations. Until the Turnover Date, Developer shall have and is hereby granted a right to disapprove or veto any such action, policy, or program proposed or authorized by Association, the Board, the ACC, any committee of Association, or the vote of the Members. This right may be exercised by Developer at any time within ten (10) days following a meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to veto proposed actions but shall not extend to the requiring of any action or counteraction on behalf of Association, the Board, the ACC or any committee of Association.

7. Delegates. The President of Association shall serve as the Neighborhood Representative (as defined in the Master Declaration) for Stonebrook at meetings of the Master Association. The Vice-President shall serve as the alternate Neighborhood Representative should the President be unavailable for any meeting of the Master Association. At meetings of the Master Association, the Neighborhood Representative shall be the person responsible for casting the votes attributable to all of the Homes within Stonebrook.

8. Obligations of Association. Association, subject to the provisions of the Declaration, Articles, and these By-Laws, shall discharge such duties as necessary to operate Association pursuant to the Declaration, including, but not limited to, the following:

8.1 Official Records. Maintain and make available all Official Records.

8.2 Supervision. Supervise all officers, agents and employees of Association, and to see that their duties are properly performed.

8.3 Assessments and Fines. Fix and collect the amount of the Assessments and fines; take all necessary legal action; and pay, or cause to be paid, all obligations of Association or where Association has agreed to insure, of the Members.

8.4 Enforcement. Enforce the provisions of the Declaration, Articles, these By-Laws, and Rules and Regulations.

9. Officers and Their Duties.

9.1 Officers. The officers of this Association shall be a President, a Vice President, a Secretary, and a Treasurer.

9.2 Election of Officers. Except as set forth below, the election of officers shall be by the Board and shall take place at the first meeting of the Board following each Annual Members Meeting.



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9.3 Term. The officers named in the Articles shall serve until their replacement by the Board. The officers of Association shall hold office until their successors are appointed or elected unless such officer shall sooner resign, be removed, or otherwise disqualified to serve.

9.4 Special Appointment. The Board may elect such other officers as the affairs of Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

9.5 Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Acceptance of such resignation shall not be necessary to make it effective.

9.6 Vacancies. A vacancy in any office shall be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer.

9.7 Multiple Offices. The office of President and Vice-President shall not be held by the same person. All other offices may be held by the same person.

9.8 Duties. The duties of the officers are as follows:

9.8.1 President. The President shall preside at all meetings of Association and Board, sign all leases, mortgages, deeds and other written instruments and perform such other duties as may be required by the Board. The President shall be a member of the Board.

9.8.2 Vice President. The Vice President shall act in the place and stead of the President in the event of the absence, inability or refusal to act of the President, and perform such other duties as may be required by the Board.

9.8.3 Secretary. The Secretary shall render the votes and keep the Minutes of all meetings and proceedings of Association and the Board; keep the corporate seal of Association and affix it on all papers required to be sealed; serve notice of meetings of the Board and of Association; keep appropriate current records showing the names of the Members of Association together with their addresses; and perform such other duties as required by the Board.

9.8.4 Treasurer. The Treasurer shall cause to be received and deposited in appropriate bank accounts all monies of Association and shall disburse such funds as directed by the Board; sign, or cause to be signed, all checks, and promissory notes of Association; cause to be kept proper books of account and accounting records required pursuant to the provisions of Section 720.303 of the Florida Statutes cause to be prepared in accordance with generally accepted accounting principles all financial reports required by the Florida Statutes; and perform such other duties as required by the Board.

10. Committees.

10.1 General. The Board may appoint such committees as deemed appropriate. The Board may fill any vacancies on all committees.

10.2 ACC. Developer shall have the sole right to appoint the members of the ACC until the Turnover Date. Upon expiration of the right of Developer to appoint members of the ACC, the Board shall appoint the members of the ACC. As provided under the Declaration, Association shall have the authority and standing to seek enforcement in courts of competent jurisdiction any decisions of the ACC.

11. Records. The official records of Association shall be available for inspection by any Member at the principal office of Association. Copies may be purchased, by a Member, at a reasonable cost.

12. Corporate Seal. Association shall have an impression seal in circular form.

13. Amendments.

13.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to these By-Laws shall affect the rights of Developer unless such amendment receives the prior written consent of Developer which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these By-Laws, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

13.2 Amendments Prior to and Including the Turnover Date. Prior to and including the Turnover Date, Developer shall have the right to amend these By-Laws as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this provision is to be construed as broadly as possible. In the event that Association shall desire to amend these By-Laws prior to and including the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for



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amendments after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records.

13.3 Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, these By-Laws may be amended with the approval of (i) sixty-six and two-thirds percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of the votes present, in person or by proxy, at a duly noticed meeting of the Members at which there is a quorum. Notwithstanding the foregoing, these By-Laws may be amended after the Turnover Date by sixty-six and two-thirds percent (66 2/3%) of the Board acting alone to change the number of directors on the Board. Such change shall not require the approval of the Members. Any change in the number of directors shall not take effect until the next Annual Members Meeting.

14. Conflict. In the case of any conflict between the Articles and these By-Laws, the Articles shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

15. Fiscal Year. The first fiscal year shall begin on the date of incorporation and end on December 31 of that year. Thereafter, the fiscal year of Association shall begin on the first day of January and end on the 31st day of December of every year.

16. Miscellaneous.

16.1 Florida Statutes. Whenever these By-Laws refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date these By-Laws are recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

16.2 Severability. Invalidation of any of the provisions of these By-Laws by judgment or court order shall in no way affect any other provision, and the remainder of these By-Laws shall remain in full force and effect.





EXHIBIT 4

PERMIT





**SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
 PERMIT TRANSFER FOR  
 SURFACE WATER MANAGEMENT GENERAL PERMIT NO. 13-01873-P-02**

**DATE ISSUED: SEP 25 2003**

**PERMITTEE:** CARRE SOUTH LLC  
 (MFGHANS PLACE & WRENS PLACE)  
 11755 SW 90TH ST, SUITE 210  
 MIAMI, FL 33176

**ORIGINAL PERMIT ISSUED:** APRIL 10 2003, MODIFIED AS DESCRIBED IN ATTACHED PERMIT HISTORY

**ORIGINAL PROJECT AUTHORIZATION:** MODIFICATION OF A SURFACE WATER MANAGEMENT SYSTEM TO SERVE A 47.69-ACRE RESIDENTIAL DEVELOPMENT KNOWN AS BULVAVENTURA LAKES-7000 D AND PODE

**CURRENT AUTHORIZATION:** TRANSFER CONSTRUCTION AND OPERATION OF A SURFACE WATER MANAGEMENT SYSTEM SERVING 47.69 ACRES OF RESIDENTIAL DEVELOPMENT.

**PROJECT LOCATION:** MIAMI-DADE COUNTY

**SECTION: 9 TWP: 57S RGE: 33E**

**PERMIT DURATION:** AS PREVIOUSLY PERMITTED.

In response to Transfer Application No. 058714-21, dated June 19, 2003 this Permit Transfer is issued pursuant to the applicable provisions of Subsections of 372.414(11)-(16), Florida Statutes (F.S.) and Rules 40E-1.6107 and 40E-4.301, Florida Administrative Code.

All Permit design specifications, special and general/limiting Permit conditions, and other terms and requirements contained in the Permit shall remain in full force and effect unless further modified by the South Florida Water Management District and shall be binding upon the Permittee, for the duration of the Permit, as specified in Rule 40E 4.4221, Florida Administrative Code.

In the event the property is sold or otherwise conveyed, the Permittee shall remain liable for compliance with this Permit until permit transfer to the new owner is approved by the District. Rule 40E-1.6105, Florida Administrative Code requires written notification to the District within 30 days of the transfer of any interest in the permitted real property, giving the name and address of the new owner in interest with a copy of the instrument effecting the transfer.

**SPECIAL AND GENERAL CONDITIONS ARE AS FOLLOWS:**

- SEE PAGES 2-2 OF 5 (11 SPECIAL CONDITIONS)
- SEE PAGES 3-5 OF 5 (19 GENERAL CONDITIONS)

By Anne Roth

Anne Roth  
 Director, Regulatory Information Management



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South Florida Water Management District  
**Request for Environmental Resource, Surface Water  
 Management, Water Use, or Wetland Resource Permit  
 Transfer**

Form #0483  
 Rev. 09/05

South Florida Water Management District  
 P.O. Box 24080  
 West Palm Beach, Florida 33415-4680

Date June 30, 2003

Please Check Appropriate Box(es)

Environmental Resource     Surface Water Management     Water Use     Wetland Resource

Request for transfer of District Permit(s) No(s): 13-01873-P Under Application No(s): 021216-6

FROM: Name: Landstar South Dade Ventures, LTD

Address: 650 Biltmore Way, Suite 110

City: Coral Gables

State: FL

Zip: 33104

Project Name: Duonaventura Lakes Pod "E"

Permitted Acreage: 29.33 acres

TO: Name: Caribe Homes, Inc.

Address: 11756 SW 90<sup>th</sup> Street, Suite 210

City: Miami

State: FL

Zip: 33176

Project Name: Duonaventura Lakes Pod "E" (a.k.a. Miren's Place)

Acreage Being Transferred: 29.33 acres

The reason(s) for this permit transfer is (are) New Property Owners

Pursuant to Rule 40E-1.8107 (see reverse side), Rule 40E-2.351 (Water Use), and Rule 40E-4.351 (Environmental Resource), Florida Administrative Code, the undersigned agrees to be bound by all terms and conditions of the permit, including any subsequent modifications thereto. Authorization for any proposed modification to the project shall be applied for and obtained prior to conducting such modification.

Deviation from the permitted project acreage (such as the purchase of less acreage than permitted) or from any activities authorized by a District Permit shall require a Permit Modification prior to consideration of a Transfer Permit.

Mr. Carlos E. Martino

Applicant Name (Typed or Printed)

President, Caribe Homes, Inc

Title

Enclosure

Signature

305-273-1303

Telephone Number



Retained copy of documents effectuating transfer of ownership (including sketch and lot

STATE OF FLORIDA, COUNTY OF PALM  
 I HEREBY CERTIFY that this is a true and correct copy of the  
 original filed in this office on 7 Sept  
2003 A.D. 2003  
 WITNESSE my hand and Office Seal  
 HARVEY RUWAN, CLERK, of Circuit and County Courts  
 By [Signature] D.C.



OR BK 21890 PG 2406  
 LAST PAGE



South Florida Water Management District  
**Request for Environmental Resource, Surface Water  
 Management, Water Use, or Wetland Resource Permit  
 Transfer**

Form 40483  
 Rev. 08/95

South Florida Water Management District  
 P.O. Box 24680  
 West Palm Beach, Florida 33415-1680

Date June 30, 2003

Please Check Appropriate Box(es)

Environmental Resource     Surface Water Management     Water Use     Wetland Resource

Request for transfer of District Permit(s) No(s): 13-01873-P Under Application No(s): 021216-4  
 FROM: Name: Landstar South Dade Ventures, LTD

Address: 550 Biltmore Way, Suite 110

City: Coral Gables

State: FL

Zip: 33134

Project Name: Buenaventura Lakes Pod "D"

Permitted Acreage: 18.30 acres

TO: Name: Caribe Homes, Inc.

Address: 11755 SW 90<sup>th</sup> Street, Suite 210

City: Miami

State: FL

Zip: 33176

Project Name: Buenaventura Lakes Pod "D" (a.k.a. Meghan's Place)

Acreage Being Transferred: 18.36 acres

The reason(s) for this permit transfer is (are) New Property Owners

Pursuant to Rule 40E-1.6107 (see reverse side), Rule 40E-2.351 (Water Use), and Rule 40E-4.051 (Environmental Resource), Florida Administrative Code, the undersigned agrees to be bound by all terms and conditions of the permit including any subsequent modifications thereto. Authorization for any proposed modification to the project shall be applied for and obtained prior to conducting such modification.

Deviation from the permitted project acreage (such as the purchase of less acreage than permitted) or from activities authorized by a District Permit shall require a Permit Modification prior to consideration of a Transfer Fee.

Mr. Carlos E. Martinez  
 Applicant Name (Typed or Printed)

President, Caribe Homes, Inc.

Title

Enclosure

[Signature]  
 Signature

305-273-1303

Telephone Number

Recorded copy of documents effectuating transfer of ownership (including sketch and legal description)

(66)

**STONEBROOK  
HOA, INC.**

**ARCHITECTURAL CONTROL  
MANUAL**

March 2005

# **STONEBROOK HOA, INC.**

## **ARCHITECTURAL CONTROL** **MANUAL**



**Prepared for the sole use of Stonebrooke HOA, Inc.  
March 2005**

# STONEBROOK HOA, INC.

## COMMUNITY STANDARDS

### PREAMBLE

The Declaration of Restrictions and Covenants for Stonebrook HOA, Inc. (the "Declaration") provides for an Architectural Control Committee (the "ACC"). The Declaration also provides that the ACC, from time to time, shall present and request the Board of Directors to adopt written rules and regulations of general application governing its procedures. Stonebrook HOA, Inc., has appointed the ACC and in accordance with the duties and obligations imposed upon the ACC by the Declaration, the ACC and/or the Board of Directors hereby adopts the following rules and regulations governing its procedures, which shall be known as these Community Standards.

1. The Board of Directors (also described as the "Construction Control Committee")

1.1 Defined Terms. All initially capitalized terms shall have the meanings set forth in the Declaration unless otherwise defined herein.

1.2 Necessity of Architectural Review and Approval No improvement or structure of any kind, including, without limitation, any building, fountain, statue, fence, wall, patio, screen enclosure, exterior paint or finish, hurricane protection, pet house, swale, sewer, drain, disposal system, decorative building, landscape device, tree, landscaping or object, recreational or other external lighting, or any other improvement of any kind shall be commenced, erected, placed or maintained upon any Parcel, nor shall any addition, change or alteration therein or thereon be made, unless and until the plans, specifications and location of the same shall have been submitted to, and evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with these Community Standards of Association.

1.3 ACC Membership. The ACC has five members appointed by the Board ("Committee"). Each committee member shall serve for a one-year term or as vacancy becomes available.

1.4 Powers and Duties of the Committee. The ACC shall have the following powers and duties:

1.4.1 Amendments to Community Standards. To recommend from time to time to the Board modification and/or amendments to these Community Standards. Any modifications or amendments to these Community Standards shall be consistent with the provisions of the Declaration, and shall not be effective until approved by the Board. Notice of any modification or amendment to these Community Standards, including a verbatim copy of such change or modification, shall be posted within Forest Lakes Master, provided, however, the posting of notice of any modification or amendment to these Community Standards shall not constitute a condition precedent to the effectiveness or validity of such change or modification.

1.4.2 Right to Approve or Disapprove. To approve or disapprove any improvements or structure of any kind, including, without limitation, any building, fence, wall, patio, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Parcel and to approve or disapprove any exterior addition, changes, modifications or alterations therein or thereon. All decisions of the Board shall be submitted in writing to the Board, and evidence thereof shall be made by a certificate in recordable form, executed under seal by the president or any Vice President of Association. Any party aggrieved by a decision of the Board shall have the right to make a written request to the Board, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive.

1.4.3 Deviations. To deviate from the provisions of these Community Standards for reasons of practical difficulty or particular hardship which otherwise would be suffered by any owner. Any deviation, which shall be manifested by written agreement, shall not constitute a waiver of any restriction or provision of these Community Standards as to any other parcel. The granting of a deviation or variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein on any other occasion.

1.4.4 Inspections. To make inspections, during the construction of any structure or improvement, to ensure that such structure or improvement is being constructed in accordance with the plans previously submitted to, and approved by, the Board.

1.4.5 Quorum. A majority of the Board shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the Board. In lieu of a meeting, the Board may act in writing.

1.4.6 Procedures. The Board shall adopt, from time to time, procedures and forms necessary to carry out its responsibilities under the Declaration and these Community Standards.

1.5 Procedure. In order to obtain the approval of the Board, each owner shall observe the following:

1.5.1 Application. Each applicant shall submit an application to the Board with respect to any proposed improvement or material change in an improvement, together with the required application and fee(s) as established by the Board. The current application form is attached hereto as Exhibit A.

1.5.1.1 Plans Generally. Currently, the Board requires two (2) complete sets of all plans and specifications for any improvement or structure of any kind, including without limitation, any building, fence, wall, patio, enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvement, the construction or placement of which is proposed upon any parcel, which plans shall include the proposed elevation of all floor slabs and pool decks, and one (1) complete set of the drainage plan, grading plan, tree survey, lot survey, color plan and materials designation plan for such improvement or structure.

1.5.1.2 Revised Plans. Preliminary plans and drawings must be submitted to the Board and approval of the same obtained. The Board may require the submission of final plans and



specifications if initial plans must be revised. All plans and drawings submitted must be signed by both the professional who has prepared such plans and drawings and the owner, and must include (unless waived by the Board) the following:

1.5.1.3. Landscape Plan. A landscape plan including a graphic indication of the location and size of all plant materials on the site (existing and proposed), and the Latin and/or common names of all plants and their planted size. No approval is required for replacement of same plant material. No large shade trees may be planted on the property without prior approval of the Board. No fruit trees are permitted in the front of the home, except coconut palm trees.

1.5.1.4 Building Materials. The Board may also require submission of samples of building materials and colors proposed to be used.

1.5.1.5 Incomplete Application or Supplemental Information Required. In the event the information submitted to the Board is, in the Board's opinion, incomplete or insufficient in any manner, the Board may request and require the submission of additional or supplemental information. The applicant shall, within fifteen (15) days thereafter, comply with the request.

1.5.3 Time for Review. No later than thirty (30) days after receipt of all information required by the Board for final review, the Board shall approve or deny the application in writing. The Board shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the Board's sole discretion, for aesthetic or any other reasons or to impose qualification and conditions thereon. In approving or disapproving such plans and specifications, the Board shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property.

1.5.4 Rehearing. In the event that the Board disapproves any plans and specifications, the applicant may request a rehearing by the Board for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the Board, unless applicant waives this time requirement in writing. The Board shall make a final written decision no later than thirty (30) days after such meeting.

1.5.5 Appeal to Board. Upon continued disapproval (even if the members of the Board and Board are the same), the applicant may appeal the decision of the Board to the Board in writing within ten (10) days of the Board's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the owner's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed approved. The Board shall make a final decision no later than thirty (30) days after such meeting. In the event the Board fails to provide such written decision within said thirty (30) days after such meeting, such plans and specifications shall be deemed approved. The decision of the Board, or if appealed, the Board shall be final and binding upon the applicant, his heirs, legal representatives, successors, and assigns.

## 2. The Criteria

2.1 Alterations. Any and all alterations, deletions, additions and changes of any type or

nature whatsoever to then existing improvements or the plans or specifications previously approved by the Board shall be subject to the approval of the Board in the same manner as required for approval of original plans and specifications.

2.2 Time for Completion. Construction of all improvements shall be completed within the time period set forth in the application and approved by the Board.

2.3 Permits. The owner is solely responsible for obtaining all permits from all governmental authorities which are required to perform the work contemplated by the owner. The owner must provide copies of the permits to the Board.

2.4 Harmony and Appearance. The Board has the right of final approval of the exterior appearance of all units including the harmony of the architectural design with the other units within the subdivision, including but not limited to, the quality and appearance of all exterior building materials.

2.5 Entrances. The front, side and rear setbacks and minimum square footage for all Homes in the subdivision shall be as required by Dade County. Where conditions permit, the Board, at its sole discretion, may require larger setbacks.

2.6 Type. No building shall be erected, altered, placed or permitted to remain on any residential parcel other than a Home. Unless approved by the Board as to use, location and architectural design, no garage, tool or storage room, playhouse, screened enclosure, greenhouse, cabana, shelter canopy, entrance canopy, or carport canopy, may be constructed separate and apart from any residential building nor can such structure(s) be constructed prior to construction of the main residential dwelling.

2.7 Layout. No work shall commence prior to approval by the Board. No foundation for a building shall be poured, nor pilings driven, nor shall construction commence in any manner or respect, until the layout for the building is approved by the Board. It is the purpose of this approval to assure that removal of desirable existing trees is minimized and that the building is placed on the site in its most advantageous position.

2.8 Exterior Color Plan. The Board shall have final approval of all exterior color plans including materials, and each Owner must submit to the Board, a color plan showing the color of all exterior surfaces which shall include sample of the actual colors to be utilized and the materials. The Board shall determine whether the color plan and materials are consistent with the Homes, in the surrounding areas and that they conform with the color scheme of the subdivision. The color plan must be submitted prior to construction or the repainting. The Board, at the direction of the Association, reserves the right, and is hereby given the right, to determine that any building in the subdivision is in need of outside painting. In the event the determination is made that a building requires outside painting, the Board shall give the owner(s) of such building notice of such determination, which notice shall be accompanied by the demand that such Owner(s) comply with such demand within 45 days after the mailing of such notice. In the event such Owner(s) fail to comply with such notice and demand, the Board shall have the right, but not the obligation, to cause such outside painting to be done and performed, and shall make an Individual Assessment against the Owner(s) to cover the costs of such outside painting, and shall have full lien rights against the Home and/or Apartment Building as set forth in the Declaration.

2.9 Roofs. All roofs, including the replacement of all or any part of a roof, must be approved by the Board. All required heat and plumbing vents shall not penetrate the roof on the road-side

of the building unless determine to be absolutely necessary by the Board. In all events such vents and roof edge flashing shall be painted the same colors of the roof. A sample of the material to be used, including the color of the material, must be submitted with the application for approval of a barrel tile roof.

2.10 Window Frames. Window frames other than wood must be either anodized or electronically painted. If a window frame is steel, the color should be in harmony with the exterior. No raw aluminum color will be allowed. Wood frames must be painted, sealed, or stained.

2.11 Front, Rear, and Side Facades. The treatment of the rear and side facade will be similar to that of the front elevations of the Home and similar materials will be used.

2.12 Garages. No carports will be permitted by the Board. If a Home does not have a functioning garage, as herein permitted, the facade of the garage shall comply with the applicable provision of this Section. Garage doors may be changed to have embossed facing and shall contain lights only on the upper panels of the garage door. All garage doors must be color compatible with the Home exterior.

2.13 Driveway Construction. All Homes shall have a driveway of stable and permanent construction, all driveway must be constructed with materials equal to or better material. Only outdoor pavers may be used. Driveways may be painted to match roof tiles. A sample of the requested material to be used must be submitted at the time application for change is made. All requests for the extension or modification of a driveway must be submitted to the Board with an application. These rules pertaining to driveways shall also pertain to walkways and private cart paths.

2.14 Signs. The following signs shall be permitted:

2.14.1 Such signs as Association shall establish as being necessary for purposes of orientation, directional, or traffic control.

2.14.2 Owners shall not display or place any sign of any character including "for rent" or "for sale" signs in the Common Areas. An owner may display one 18" x 18" or smaller "for sale" or "for rent" sign in the window of his Home or on a post. No other signs shall be permitted without the prior approval of the Board.

2.14.3. No other signs of any kind shall be displayed in the public view on any property within Stonebrooke HOA, Inc., and all Owners of property subject to these community Standards.

2.15 Games, Play Structures and Recreational Equipment. No swing set, gym, sand box, nor any other fixed game or play structure, platform, dog house, playhouse, or structure of similar kind or nature shall be constructed on any part of a parcel located within the sight of the street or of any neighboring properties. A basketball hoop is permitted to be used in the driveway of a home but not attached to the house and maintained in a first class manner. All such structures must have the prior written approval of the Board.

2.16 Fences and Walls. No fence or walls shall be constructed on any Parcel without the prior approval of the Board. The Board shall require the composition and color of any fences or walls to be consistent with the material used in the Home, surrounding Homes and other fences, if any. The use of landscaping is to be encouraged in place of walls and fences. Such consent may require the installation of

additional landscaping on either or both sides of the fences. Screening for garbage areas and air conditioning equipment shall be indicated on plans submitted to the Board. All exterior central air-conditioner equipment must be enclosed to cut down on noise that may negatively affect neighboring properties. No fences, walls or hedges shall exceed six (6) feet in height. All exterior fences must be painted in the approved color, Cedar Stain (Brown). The paint is available at O'Gee Paints located on Kendall Drive and SW 137th Avenue.

**Fence types and styles permitted**

**A) Wood fences not to exceed 6' (feet) in height (fence on fence style) or shadowbox.**

2.17 **Landscaping Criteria.** All landscaping must be installed as to fit in with neighboring properties. The Board may reject the landscape plan based upon its review of its overall design and impact. Such landscaping plan must detail the location of beds and planting materials. Dangerous plants which have unusual or excessive debris are not permitted. No landscaping shall be removed without the prior written approval of the Board.

2.18 **Swimming Pools and Tennis Courts.** Any swimming pool or tennis court to be constructed on any Parcel shall be subject to the requirements of the Board, which include, but are limited to, the following:

2.18.1 Composition to be of material thoroughly tested and accepted by the industry for such construction;

2.18.2 No screening of pool area may stand beyond a line extended and aligned with the side walls or rear walls of the Home unless approved by the Board;

2.18.3 Location and construction of tennis and badminton courts must be approved by the Board;

2.18.4 No lighting of a pool or any other area shall be installed without the approval of the Board, and if allowed shall be designed for recreational character. Owner must buffer the surrounding Homes from the lighting. No barn yard lights are permitted;

2.18.5 All applications for the installation of a swimming pool or tennis court must be accompanied with a certified survey no more than ninety (90) days old. The pool and/or tennis court must comply with all applicable set-back requirements; and,

2.18.6 Pool filter equipment must be placed out of view of neighboring properties. Pool equipment must be stored in a place where the noise level does not affect the neighboring properties. The need to screen equipment may be necessary. All screening must have the prior written approval of the Board and must be color compatible with the Home.

2.19 Garbage and Trash Containers. No parcel shall be used or maintained by an owner as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pick-up days, Tuesday and Friday, when required to be placed at the curb, all containers shall be kept out of the public view from either the front of a parcel or from neighboring properties.

2.20 Temporary Structure. No structure of a temporary character, trailer, basement, tent, shack, garage barn or other out building shall be used on any parcel at any time as a Home either temporary or permanently.

2.21 Window Air Conditioning. No window or wall air conditioning units shall be permitted. No window and wall air conditioning unit shall be placed at the front of any Home.

2.22 Mailboxes. No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected on any parcel unless and until the size, location, design and type of material for said house or receptacle shall have been approved by the Board.

2.23 Utility Connections. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority.

2.24 Antenna and Satellites Dish. All outside antennas, antenna poles, antenna masts, electronic devices and satellite dish antennas, are subject to the prior approval of the Board. The Board may require that all such items be screened from view. Thirty-nine (39) inch satellite dishes may be placed below the roof line in the rear of the home with the prior approval of the Board. Requests for satellite dishes larger than an eighteen (18) inch satellite requires prior approval from the Board and may be required to be covered.

2.25 Additions. Rain water from a new addition roof or new grade of parcel terrain must not run on a neighboring property as to create a nuisance. The location of all windows in a new addition must not adversely affect the privacy of adjoining neighbors.

2.26 Awnings. Awnings are only permitted at the rear of Homes. All awnings and shutters must be approved by the Board and must be color compatible with exterior of the Home. Bahama Shutters are not permitted.

2.27 Doors. The replacement of exterior doors must be color compatible with the exterior of the Home. All exterior entrance doors must be compatible with the neighborhood. **(White metal doors or wood and glass doors may be acceptable, if approved by the sub-association).**

2.28 Glass Blocks. The use of glass block on an existing Home or the use of glass block in the construction of a new Home, will be limited to use on sides or rear of the Home and shall not be used in the front of the Home.

2.29 Storage Sheds. All storage sheds must be below the fence line

2.30 Gutter. All gutters must match the exterior house color, trim color and window metal color. Gutter down spouts must not concentrate water flow onto neighboring properties.

2.31 Statues & Sculptures. No religious statues are permitted. Only decorative statues under three (3) feet in height will be permitted.

3. Express Approval Notwithstanding any provision herein to the contrary, unless the Board disapproves one the following proposed improvements within thirty (30) days after the Board receives written request for such approval, the request shall be deemed approved by the Board:

3.1 Re-paint house and trims in the identical color/material previously approved by the Board.

3.2 Replace existing driveways in the identical colonial/material previously approved by the Board.

3.3 Replace existing wood siding with the identical wood material previously approved by the Board.

3.4 Replace existing screening with identical screening material previously approved by the Board.

3.5 Replace existing exterior doors with identical exterior doors previously approved by the Board

3.6 Replace existing roof with the identical roof

3.7 Installation of hurricane shutters. Accordion, roll-up style and panel style shutters previously approved by the Board.

All references in this paragraph to "identical" shall mean that such item shall be replaced with an item that is identical in all respects to the existing item (i.e., the identical style, texture, size, color, type, etc.)

4. Deviations. No construction may commence until the final plans and specifications have been approved by the Board. No deviations from the approved plans and specifications shall be permitted and the Board may require work to be stopped if a deviation is discovered until the deviation is corrected. The Board may withhold issuance of its Certificate of Compliance if the completed Home deviates from the Board approved plans and may take appropriate action against the responsible parties to require conformance to the Board approved plans

5. Liability. Notwithstanding the approval by the Board of plans and specifications submitted to it or its inspection of the work in progress, neither the Board, the Association, nor any other person acting on behalf of the Board, or the Association, shall be responsible in any way for any defects in any plans or specifications or other material submitted to the Board, nor for any defects in any work completed pursuant thereto. Each applicant submitting plans or specifications to the Board shall be solely responsible for the sufficiency thereof and the adequacy of improvements constructed pursuant thereto. In no event shall the

Board, Association, any person acting on behalf of the Board or the Association owe any duty to any owner or any other party with respect to the quality of the construction or the compliance of the construction with approved plans and specifications and the respective owner shall indemnify and hold harmless the Board and its members, the Association its officers and directors or any person acting on behalf of the Board or the Association from any and all claims resulting therefrom including reasonable attorney's and paraprofessional fees and costs. The approval of any proposed improvements or alterations by the Board shall not constitute a warranty or approval as to, and no member or representative of the Board, any person acting on behalf of either the Board or the Association, or the Board shall be liable for, the safety, soundness, workmanship, materials or usefulness for any purpose of any such improvement or alteration nor as to its compliance with governmental or industry codes or standards. By submitting a request for the approval of any improvement or alteration, the requesting Owner shall be deemed to have automatically agreed to hold harmless and indemnify the aforesaid members and representatives, and Association, its officers, directors, or any person acting on behalf of the Board or the Association, generally, from and for any loss, claim or damages connected with such aspects of the improvements or alterations.

6. Construction by Owners. The following provision govern construction activities by owner after consent of the Board has been obtained:

6.1 Miscellaneous. Each owner shall deliver to the Board copies of all construction and building permits as and when received by the owner. Each construction site in Stonebrooke HOA shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Areas and other such areas in Stonebrooke HOA, Inc. shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in Stonebrooke HOA, Inc., and no construction materials shall be stored in Stonebrooke HOA, Inc., subject, however, to such conditions and requirements as may be promulgated by the Board. All refuse and debris shall be removed and deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any canal or waterway or Common Areas or other homes in Stonebrooke HOA, Inc. or be placed anywhere outside of the home upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property or waterways. All construction activities shall comply with these Community Standards.

6.2 Owner Responsibility. Each owner is responsible for insuring compliance with all terms and conditions of these provisions and of these Community Standards by all of its employees and contractors. In the event of any violation of any such terms or conditions by any employee or contractor, or, in the opinion of the ACC, the continued refusal of any employee or contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the Board shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or contractor from performing any further services in Stonebrooke HOA, Inc.

6.3 Community Standards. The Board may, from time to time, adopt standards governing the performance or conduct of owners, contractors and their respective employees within Stonebrooke HOA, Inc.. Each owner and contractor shall comply with such standards and cause its respective employees to also comply with same. The Board may also promulgate requirements to be inserted in all contracts relating to construction within Stonebrooke HOA, Inc., and each owner shall include the same therein.

7. Inspection. There is specifically reserved to the Association and Board and to any agent or member of either of them, the right of entry and inspection upon any portion of Stonebrooke HOA, Inc., for the purpose of determination whether there exists any violation of the terms of any approval or the terms of this Declaration or these Community Standards.

8. Violation. If any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the owner shall, upon demand of the Association or the Board, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorney's fees and paraprofessional fees at all levels including appeals, collections, and bankruptcy, incurred by the Association or the Board. The Association shall enforce the collection of all costs and fees incurred by the Association in accordance with the provisions set forth in the Declaration. The Board and/or Association is specifically empowered to enforce the architectural and landscaping provisions of the Declaration and these Community Standards, by any legal or equitable remedy.

9. Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, Association and/or Board shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, in connection therewith.

10. Exemption. Notwithstanding anything to the contrary contained on these Community Standards, any improvement of any nature made or to be made by the Association through its Board of Directors, including but not limited to improvements made or to be made to the Common Areas, Association property, or any home, shall not be subject to the review of the Board, the Association or the provisions of these Community Standards.

11. Supplemental Exculpation. The Association, the directors or officers of the Association, the members of the Board, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any owner or any other party whatsoever, due to any mistakes in judgement, negligence, or any action of the Association, Board or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Home, that it shall not bring any action or suit against the Association or their respective directors or officers, the Board or the member of the Board, or their respective agents, in order to recover any damages caused by the actions of the Association, or Board



or their respective members, officers, or directors in connection with the provisions of this Section. The Association, Board or its members, officers and directors, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

**STONEBROOKE  
HOA, INC.**

**RULES & REGULATIONS  
BOOKLET**

December 2003

# Stonebrooke HOA, INC.

## RULES AND REGULATIONS

### Maintenance by Owners.

Standard of Maintenance. Subject only to the obligation of Homeowners to maintain front yards, all lawns, landscaping and sprinkler systems and any property, structures, improvements and appurtenances shall be well maintained and kept in first class, good, safe, clean neat and attractive condition consistent with the general appearance. Each Owner is specifically responsible for maintaining all landscaping and improvements within any portion of a Home that are fenced. In addition, if an Owner has installed a fence or wall around a Home, or any portion thereof, then such Owner must maintain any portion of the Common Areas that is no longer readily accessible to Association.

Weeds and Refuse. Subject only to the obligation of Association to maintain front yards, no weed, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.

Driveway Easement. The Owner shall be responsible to repair any damage to such driveway, including but not limited to, any damage caused by Association or by the holder of any easement over which such driveway is construction. Each Owner, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify and hold harmless Association and the holder of any such easement, including without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any driveway in that portion of the Common Areas, easement area, or in a public right-of-way between the boundary of such Owner's Home and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse the Association any expense incurred in repairing any damage to such driveway in the event that such Owner fails to make the required repairs.

Lawn Maintenance Standards. The following maintenance standards (the "Lawn Maintenance Standards") apply to landscaping maintained by an Owner or by a Community Association:

Replacement of Annuals. Annuals are to be replaced semi-annually.

Trees. Trees are to be pruned as needed. Canopy must be raised above 8 feet for visibility.

Shrubs. All shrubs are to be trimmed as needed, not to exceed 6 feet in height and only permitted on the sides of the home. Hedges are not permitted in the front of the home.

Grass. 24 cuts annually or as needed.

(a) Cutting Schedule. Grass should be cut at least 24 times per year, on a regular schedule which maintains the grass in a neat and appropriate manner.

(b) Edging. Edging of all streets, curbs, beds and borders shall be performed as needed. Chemical edging shall not be permitted.

Mulch. Remulching of beds is recommended twice per year.

Insect Control and Disease. Disease and insect control shall be performed on an as needed basis.

Fertilization. Fertilization of all turf, trees, shrubs, and palms shall be recommended to be performed three (3) times a year during the following months: February, June and October.

Weeding. All beds are to be weeded upon every cut. Weeds growing in joints in curbs, driveway, and expansion joints shall be removed as needed. Chemical treatment is permitted.

Holiday Lights and Other Lighting. Except for a seasonal holiday lights, all exterior lighting shall require the approval of the Board as set forth in this Declaration. The Board may establish standards for holiday lights. The Board may require the removal of any lighting that creates a nuisance (i.e., unacceptable spillover to adjacent lot). **All holiday lighting and/or decorations must be removed (72) hours after the holiday. Christmas lights and decorations must be removed by January 31 of the following year.**

Removal of Soil and Additional Landscaping. Without the prior consent of the Board, no Owner shall remove soil from a Parcel, change the level of the land within a Parcel, or plant landscaping with results in any permanent change in the flow and drainage of surface water within Stonebrooke HOA, Inc., Owners may place additional plants, shrubs, or trees within Parcels with the prior approval of the Board.

Animals. No animals of any kind shall be raised, bred or kept within Stonebrooke HOA, Inc., for commercial purposes. Otherwise, Owners may keep domestic pets as permitted by Dade County ordinances and in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept harbored in a Home so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. No pet or animal shall be "fed out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Home. All pets shall be walked on a leash. No pet shall be permitted outside a Home except on a leash. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas within Stonebrooke HOA, Inc., designated for such purpose, if any, or on the Owner's Home. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.

Nuisances. No nuisance or any use or practice that it is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of Stonebrooke HOA, Inc., is permitted. No firearms shall be discharged within Stonebrooke HOA, Inc. Nothing shall be done or kept within the Common Areas, Parcel, or Home which will increase the rate of insurance to be paid by the Association.

Children Use of Facilities. Persons who are not sixteen (16) years of age or older shall not be permitted to use the Common Areas unless under the supervision of an adult Owner or lawful occupant over the age of eighteen (18) years, except in such cases and under such conditions as Association may from time to time establish and require. Parents shall be responsible for all actions of their minor children at all times in and about Forest Lakes.

Personal Property. All personal property of occupants shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, Parcel or Home which is unsightly or which interferes with the comfort to the requirements.

Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the Board, which approval and the procedure therefor shall conform to the requirements.

Garbage Cans. Trash collection and disposal procedures established by the Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Home so as to be visible from outside the Parcel.

Laundry. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mats, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home.

Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations and Regulations relating thereto as adopted from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor of Association.

Parking. No commercial vehicles of any kind, campers, mobile homes, motor homes, house trailers, or trailers of every other description, recreational vehicles, boats or boat trailers, horse trailers, vans or trucks in excess of 3/4 tons, mopeds or motorcycles, ("VEHICLES") shall be permitted to be parked or to be stored at any place in the Development which is visible from any and all public or private thoroughfare, nor shall VEHICLES be permitted to park at or around the COMMON AREAS. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other temporary commercial services, nor to any of the Developer's vehicles, nor to any vehicles of Owners of Commercial Lots, and their tenants, used in connection with the business of such Owners and/or tenants when parked in that portion of the joint parking area, and other commercial parking areas, which are located on the Commercial Lots. No on-street or sidewalk parking shall be permitted; all parking shall be restricted to designated area.

Any vehicle parked in violation of these rules and regulations or other restrictions contained herein or in the foregoing Declaration, as they may be amended, may placed on the vehicle. The Association shall not be liable to the owner of such vehicle for trespass, conversion or otherwise, not guilty of any criminal act, by reason of such towing and once the notice of violation is posted, neither its removal, nor failure of the owner to receive it, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes and trailers.

Trash Removal. Dirt, trash, cuttings and debris resulting from all operations shall be removed and all areas left in clean condition before the end of the day.

Adjacent Owner Paint Obligation. Notwithstanding the foregoing, the owner of any Home immediately adjacent to a Zero Lot Line Wall shall have the responsibility for painting the exterior surface of the wall facing such Home. This maintenance obligation does not extend to the top of the wall which faces skyward.

No Structural Change. No Owner shall cut a window or any opening in a Zero Lot Line Wall, nor shall any Owner make structural changes in a Zero Lot Line Wall, including, but not limited, to change of paint color, without the express written approval of the Board.

Damage by Owner of Adjacent Home. In the event that a Zero Lot Line wall is damaged by the Owner of an adjacent Home, the owner of the adjacent shall be responsible for repairing such in a timely manner and in accordance with the standards established by the Board. In the absence of specific standards, the repair shall be accomplished as soon as reasonably possible, and at the sole expense of the Owner causing the damage. In the event that an Owner shall fail to make the repairs as required herein, or if Association has the reasonable belief that such repairs will not be made in a timely manner, then Association shall have the right at reasonable times to enter the adjacent Home to effect such repair, and the cost thereof shall be charged to the adjacent Owner as an Individual Assessment.

Construction Easement. Developer reserves an easement over all zero lot line Homes for all construction purposes. By way of example, Developer and Developer's construction crews may be required to enter onto a completed zero lot line Home in order to complete construction of an adjacent Home. This easement shall permit all ingress and egress necessary to complete Homes adjacent to zero lot line Homes, and shall be construed as broadly as possible.

Irrigation. Irrigation systems shall be maintained in such a manner so as to cause no stains on Homes, structures or paved areas. Association may require from time to time, that the Owners adopt systems to prevent stains (i.e., automatic deionization systems).

Boundaries of Maintenance. Each Owner shall maintain the property from their Home boundary to the edge of the property. All Owners shall maintain their yards and adjoining property to the edge of adjoining roadway asphalt.

Subdivision and Regulation of Land. No portion of any Home or Parcel shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to Stonebrooke HOA, Inc., without the prior written approval of the Developer, which may be granted or deemed in its sole discretion.

Alteration and Additions. No material alteration, addition or modification to a Parcel or Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the Board as required by this Declaration.

Signs. No sign (including brokerage or of for sale/lease signs), flags, banner, sculpture, solar equipment, artificial vegetation, sports equipment, notice or other lettering shall be

exhibited, displayed, inscribed, painted or affixed in, or upon any part of a Parcel of Home that is visible from the outside without the prior written approval thereof being first had and obtained from the Board.

Pressure Treatment. Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure treated within thirty (30) days of notice by the Board.

Paint. Homes shall be repainted within forty-five (45) days of notice by the Board.

Hurricane Shutters. Any hurricane or other protective devices visible from outside a Home shall be of a type as approved by the Board. Accordion and roll-up style hurricane shutters. Panel style hurricane shutters may be installed up to 50 hours prior to the expected arrival of a hurricane. All hurricane panels and shutters must be removed a reasonable time after a storm.

Temporary Structure and Use. No structure of a temporary character, trailer, basement, shack, garage, barn, or other building shall be moved to, erected on, or used on any of the lands within the Project at any time for a residence, workshop, office, storage room, either permanent or temporarily, provided, however, that Developer may place on the Project construction sheds, trailers or temporary sale offices or sale trailers used to facilitate the construction and sale of Lots and Homes in the Project. No canvas, pipe, or other type of carport shall be placed between the sidewalk and the front building line on any Lot. Except during the delivery to homes, no commercial vehicles shall be parked in areas zoned for residential uses, including the streets adjacent to the residential Lots. No business, service, repair or maintenance for the general public shall be allowed on any Lot at any time. In order to prevent unsightly objects in and about each of the Homes to be erected in this Project, no gas tank, gas container or gas cylinder, except those used by portable barbecue grills, shall be permitted to be placed on or about the outside of any of the Homes built in this Project or any ancillary building.

Oil and Mining Operation. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lot or on the Common Open Space, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any of the Project lands. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any of the Project lands.

Visibility at Street Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the Department of Public Works.

Barbecues. Barbecues may be located or permitted only upon the back patio of a Home and upon such portions of the Common Open Space as are, from time to time, designated by the Association; provided, however, that barbecuing shall be subject to such rules and regulations as may be promulgated from time to time by the Board.

Personal Property. No articles of personal property of Owners shall be placed on any portion of the Project lands unless such articles are being used by Owners in accordance with the terms and conditions of this Declaration and any rules and regulations promulgated from time to time by the Board.

## General

1. The common areas and facilities shall not be obstructed nor used for any purpose than the purposes intended therefore; nor shall any carts, bicycles, carriages, chairs, tables, or any other similar objects be stored therein.
2. Employees of the Owner Association are not to be sent out by Owners for personal errands. The Board of Directors shall be solely responsible for directing and supervising employees of the Association.
3. No vehicle which cannot operate on its own power shall remain in the Development for more than twenty-four (24) hours, and no repair of vehicles shall be made therein. Areas designated for guest parking shall be used only for this purpose and neither Owners nor occupants of dwelling units shall be permitted to use these areas.
4. No Owner shall make or permit any disturbing noises in the Common Areas and facilities by himself or his family, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other owners. No Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio, or sound amplifier or any other sound equipment in the Common Areas and facilities in such manner as to disturb or annoy other residents. No Owner shall conduct, nor permit to be conducted vocal or instrumental instruction at any time which disturbs other residents.
5. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Common Areas, except signs used or approved by the Developer.
6. No oil drilling, oil development operations, oil refining or mining operations of any kind shall be permitted on, upon, or in the Common Areas, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Common Areas. No derrick or other structure designed for use in boring for oil, natural gas or minerals shall be erected, maintained or permitted upon any portion of the Common Areas.
7. No exterior antennae shall be permitted on the Common Areas, except the Developer shall have the right to install and maintain community antennae, microwave antennae, dishes and satellite antennae and radio and television lines and temporary communications systems and commercial tenants may operate two-way radio systems, subject to the approval of the Board of Directors.
8. No chain link fences shall be permitted on the Common Areas or any front portion of a home. Chain link fences are permitted only on the back sides of a home.
9. All persons using the recreational areas shall do so at their own risk. All children under twelve (12) years of age must be accompanied by a responsible adult.
10. Children will be the direct responsibility of their parents or legal guardians, including full



supervision of them while within the Common Areas and including full compliance by them of these Rules and Regulations and all other rules and regulations of the Overall Association. Loud noises will not be tolerated. All children under twelve (12) years of age must be accompanied by a responsible adult when entering and/or utilizing the recreation facilities.

11. No security bars may be placed on the windows or doors of any unit within the Stonebrooke HOA, Inc., of any nature.
12. Every Owner and occupant shall comply with these rules and regulation as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws, and Articles of Incorporation of the Overall Association, as amended from time to time. Failure of an Owner or occupant to so comply shall be ground for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The Overall Association shall have the right to suspend voting rights and use of recreation facilities in the event of failure to so comply. In addition to all other remedies, in the sole discretion of the Board of Directors of the Overall Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his tenants, family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or By-Laws, as provided in the Declaration.
13. No power boats or other mechanically powered water craft or device, driven or propelled, of any kind, including non-power crafts, other than such crafts used for maintenance of the lake by authorized personnel shall be used or operated on the lake constituting the common areas. No house boat shall be used or permitted to remain on the lake. Further, swimming and fishing is prohibited on the lake.

**THESE RULES ARE NOT INTENDED TO SUPERCEDE MORE RESTRICTIVE PROVISIONS CONTAINED IN THE GOVERNING DOCUMENTS FOR ANY SUB-ASSOCIATIONS.**