

ARCHITECTURAL AND AESTHETIC CONTROL

Section 6.0 of the Master Declaration:

- 6.1 **General:** Except for the initial construction of Living Units, Neighborhood Common Area facilities, Common Area facilities, and related improvements by the Developer, no building, structure or other improvement shall be erected or altered, nor shall any grading, excavation, landscaping, change of exterior color, or other work which in any way materially alters the exterior appearance of any structure, Lot, Living Unit, or Neighborhood Common Area be performed without prior written approval of the ARC. In obtaining said written approval, an owner or any other person applying shall comply with all applicable requirements and procedures as outlined in this Manual.
- 6.2 **Architectural Review Committee:** The architectural and aesthetic review and control functions of the Master Association shall be administered and performed by the ARC. The ARC shall consist of not less than three (3) individuals, who need not to be members of the Master Association. The term of office, composition, compensation (if any), qualifications and meeting procedures of the ARC shall be as provided in Section 6 of the Bylaws.

Section 6 of the Bylaws:

Architectural Review Committee. The ARC provided for in Section 6 of the Declaration of Covenants shall be selected, and conduct its affairs as provided in this section.

- 6.1 **Members Qualification.** The Architectural Review Committee, hereinafter the "ARC", shall initially be composed of three (3) persons, all appointed by the Declarant, who may also be Directors of the Master Association. After the Declarant no longer has a right to appoint the ARC, the size of the ARC shall be increased to five (5) persons. Except for those appointed by the Declarant, and as otherwise provided in Section 6.5 below, no member of the ARC shall be a Director. Whenever possible and practical, one of the committee members should be an architect, general contractor, or other person with professional expertise in building, landscaping, or architectural design.
- 6.2 **Selection: Terms.** The members of the ARC shall be appointed by the President of the Master Association to serve terms of one year beginning on January 1 of each year. If a mid-term vacancy occurs for any reason, the President shall appoint a successor to fill the unexpired term. Members of the ARC, once appointed, may be removed only by vote of the majority of all the voting interests, and not by the officers or Directors.

6.3 **Compensation.** If approved by the Board of Directors, any or all members of the ARC may be compensated for their services.

6.4 **Meetings.** The ARC shall meet at least once during each quarter and otherwise at the call of the Chairman as necessary, to carry out its duties and functions. The ARC shall meet with the same formalities and notice requirements as required for Board meetings, unless otherwise permitted by law. Written notice of meetings shall be provided to each Neighborhood Association at least one week in advance, and any Owner wishing to appear before the ARC may do so. Special meetings may be called as needed by the Chairman.

Procedures, Voting. A majority of the members of the ARC present in person at any duly called meeting shall constitute a quorum. All questions shall be decided by a majority of the entire committee. Where a question involves proposed changes to a Lot or Living Unit owned by a member of the ARC, that member shall be disqualified from participation in the proceedings, and his place shall be taken by the then President of the Master Association. If a proposed change is not approved, the reasons for disapproval shall be stated in writing. Minutes of all meetings of the ARC shall be kept in a business-like manner, and shall be available at reasonable times for inspection or photocopying by any owner. Copies of the plans and specifications for approved changes and construction shall be kept for at least five years.

6.5 **Developer Control.** During the period of Developer control of the Association, the Developer's project manager shall be the sole person responsible for making ARCHITECTURAL REVIEW COMMITTEE decisions.

6.3 **Powers.** The ARC shall have the power, subject to and limited by the guidelines of the approved regulatory permits of South Florida Water Management District (Permit Nos.50678S), the County, the U.S. Army Corps of Engineers and the RPD:

(A) Propose the adoption, modification or amendment of the Board of Directors of written Design Review Guidelines which shall set forth such things as design requirements, landscape materials, construction standards and colors and materials which the ARC finds acceptable. Said Guidelines shall be consistent with provisions of this Declaration, and shall not be effective until adopted by at least a majority of the whole Board of Directors at a meeting duly called and noticed. Notice of any adoption, modification or amendment of Design Review Guidelines, including a verbatim copy of the proposed modification or amendment thereof, shall be mailed to each Neighborhood

Association at least thirty (30) days prior to the Board meeting at which such action is to occur:

- (B) Require submission to the ARC of complete plans and specifications for any building, structure, or other improvement proposed to be erected or altered, or any proposed grading, excavation, tree or other landscape material removal or installation, change of exterior color or other work which materially alters the exterior appearance of any structure, Lot or Neighborhood Common Area. The ARC may also require submission of samples of building materials or colors proposed for use on any Lot, and may require such additional information as may reasonably be necessary for the ARC to fully evaluate the proposed work. **ARC NOTE:** Requests to change the landscape of the property must include the site plan showing the change to the lot. This includes, but is not limited to, lanai extensions, swimming pools, landscaping, etc. and must include exact dimensions and locations;
 - (C) Approve or disapprove the erection or alterations of any building, structure or other improvement; or any grading, excavation, landscaping, change of exterior color, or other work which in any way materially alters the exterior appearance of any structure, Lot or Neighborhood Common Area. All decisions of the ARC shall be forwarded in writing to the Board. Any person aggrieved by a decision of the ARC shall have the right to make a written appeal to the Board within thirty (30) days after notification of the decision. The determination by the Board, upon prompt review of any such decision, shall, in all events, be final, and shall not be unreasonably delayed;
 - (D) Adopt procedures and a schedule of reasonable fees for processing requests for ARC review. Fees, if any, shall be payable to the Master Association, in cash or check, at the time the request is submitted to the ARC; or
 - (E) Adopt procedures for inspecting approved changes during and after construction, to ensure conformity with approved plans. **ARC NOTE:** Site inspections will be conducted routinely by ARC members.
- 6.4 **Enforcement.** Any decisions of the ARC shall be enforced by the Neighborhood Associations involved, as well as by the Master Association. **ARC NOTE:** Any work started or completed without prior written approval by the ARC will be forwarded to the Fining Committee for their resolve.
- 6.5 **Declarant's Rights.** Notwithstanding the foregoing, the Declarant shall have the right, so long as any Developer is offering property in Stoneybrook for sale in the ordinary course of business, to appoint all of the members of the ARCHITECTURAL REVIEW COMMITTEE, or such lesser number as it may choose. During this time, the Declarant shall also have the power, in its sole discretion, to establish, amend, or revoke any and all Design Review Guidelines.

INSURANCE: DUTY TO RECONSTRUCT

8.1 Duty to insure and reconstruct. Each owner shall at all times maintain property insurance on his residence and all other insurable improvements in an amount equal to the full replacement cost thereof. If any Living Unit or other improvements located on any Lot are destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the owner of such improvements shall cause repair or replacement to be commenced within six (6) months from the date that such damage or destruction occurred, and shall complete the repair or replacement within nine (9) months thereafter. All such repairs or replacements must restore the improvements to substantially their original character, design and appearance, and shall utilize and conform to the original foundation and appearance of the original improvements, except as otherwise approved by the ARC.

8.2 Failure to Reconstruct. If the owner of any Lot fails to commence or complete construction to repair or replace any damaged or destroyed improvements with the time periods provided for the Section above, the Association shall give written notice to the owner of his default. If the owner has not notified the Association of satisfactory arrangements to meet his obligations within thirty (30) days after the association mailed such notice, the Association shall be deemed to have been granted the right by the owner, as such owner's attorney-in-fact, to remove all debris and damaged improvements, or to commence and/or complete the repairs sufficient to substantially restore the improvements. If the association exercises the rights afforded by this Section, which shall be in the sole discretion of the Board of Directors, the owner of the Lot shall be deemed, to have assigned to the Association any right he may have to insurance proceeds that may be available because of the damage or destruction of improvements. The association shall have the right to recover from the owner any costs not paid by insurance, and shall have a lien on the Lot and residence to secure payment.

8.3 Failure to Insure: Association as Additional Insured. For the purpose of this Section 8, each owner of a Lot within the neighborhood agrees that the Association shall be an additional insured under any contract of property insurance and/or flood insurance relation to his Lot and improvements constructed thereon. Further, the Association may require that all such policies be in an amount sufficient to finance the repair or replacement of the improvements, taking into account local construction costs and property values and they may, from time to time exist. The Association has the right to require each owner to produce proof of insurance. If an owner fails or refuses to maintain such insurance coverage deemed reasonably necessary by the Association, or if the owner allows the required insurance coverage to lapse, or for some other reason, causes the same to become ineffective, the Association may but is not obligated to, purchase what ever coverage it deems reasonable necessary for the Association's benefit. The costs incurred by the Association in procuring insurance shall become due and payable by the owner in all respects, together with interest, reasonable attorney's fees an cost of

collection, immediately upon the Association notifying the owner, in writing, that it has procured such insurance, and the costs thereof.

8.4 Association's Right of Entry. For the purpose of performing the duties authorized by this Section 8, the Association, through its duly authorized agents and employees, shall have the right, after reasonable notice to the owner, to enter upon the Lot at reasonable hours.

13.1 Duty to Insure, and to Reconstruct or Clean Up. Each owner or Neighbor Association shall at all times maintain adequate property insurance on the Living Units and structures containing Living Units, and all other insurable improvements, in amounts equal to the replacement cost thereof. If any Living Unit or other improvements located on any Lot, Neighborhood Common Area, Tract or Parcel are destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the owner or Neighborhood Association shall:

(A) Cause repair or replacement to be commenced within six (6) months after the date such damage or destruction occurred, and complete the repair or replacement within Six (6) months thereafter. All such repairs or replacements must be approved in writing by the Architectural Review Committee, the owner or Neighborhood Association must restore the damaged property to substantially the same configuration as existed before the casualty, and structurally and architecturally compatible with any adjoining improvements which share a party wall: or

(B) Promptly cause all debris, damaged improvements, and other unsightly materials to be removed from the site.

13.2 Failure to comply. If any owner or Neighborhood Association fails to comply with Section 13.1 above within the time periods provided, the Master Association shall be deemed to have been granted the right by the owner or Neighborhood Association as his or its attorney-in-fact, to either commence and complete the repairs sufficient to substantially restore the improvements; or to remove the damaged improvements completely. If the Master Association exercises the rights afforded to it by this Section, the owner or Neighborhood Association shall be deemed to have assigned to the Master Association any right he or it may have to insurance proceeds that may be available because of the damage or destruction. The Master Association any costs not paid by insurance, and shall have a lien on the Lot or Living Unit to secure payment.

ARC PROCEDURES:

The ARC shall meet once per month in the Community Center (currently scheduled for the last Wednesday on the month @ 7pm). These meetings shall be open to all owner/residents. All requests for changes to the exterior appearance of structures, Lot, or Neighborhood Common Areas must be submitted to the ARC no later than seven (7) days prior to the scheduled ARC meeting for the coming month. Requests must be submitted using the ARC Submittal Form which is available in the Community Center Office. Requests for changes to structures or lots must include the site drawing for the lot

showing the changes. Non-complete Submittal Forms will be returned and not considered until they are re-submitted.

Within the six (6) days prior to the monthly scheduled ARC meeting at least two (2) members of the ARC shall visit each site requesting a change to verify that the request is in compliance with the guidelines of the Community. Follow-up visits will be made to review the progress being made on the change(s) to ensure that the work falls within that which was approved by the ARC. Failure by the owner/resident to follow the approved work request will result in a letter being forwarded to that owner/resident informing them of the situation and actions necessary to bring the work into accordance with ARC guidelines.

Failure to follow the guidelines of the ARC will result in the problem being forwarded to the Fining Committee for their action to bring the situation into compliance and possible application of a fine.

Records of all ARC submittal forms will be kept in the Community Center Office and be available for public review during normal office hours. Records of ARC action prior to the turn-over are available.

10.5 Fines (Master Declaration).

- (A) In addition to the means of enforcement provided elsewhere herein, the Master Association shall have the right to assess fines against a unit owner, or his guests, relatives or lessees in the event of a violation of the provisions of the Declaration, the Articles of Incorporation, these Bylaws, and Rules and Regulations of the Master Association regarding the use of units, common elements, or Master Association property. Each such violator and the unit owner shall be given written notice of the alleged violation and the opportunity for a hearing before the Board of Directors with at least fourteen (14) days notice. Said notice shall include a statement of the date, time and place of hearing; a statement of the provisions of the Declaration, Article, Bylaws or Rules which have been allegedly violated; and a short and plain statement of the matters asserted by the Master Association. The party against whom the fines may be levied shall have an opportunity to respond, to present evidence, and provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Master Association. The amount of such fine shall not exceed One Hundred Dollars (\$100.00) per occurrence, or the maximum permissible by law, and each reoccurrence of the alleged violation for each day during which such violation continues shall be deemed a separate offense and may result in additional fines, without the requirement of a separate hearing, such not to exceed the maximum permissible by law. The payment of fines shall be the ultimate responsibility of the unit owner, even when the violations for which fines have been levied arise out of the conduct of family members, guests or tenants. Any action to collect a duly leveled fine shall entitle the prevailing party to an award of all costs and reasonable attorney's fees.

Entry Rights (Master Declaration)

Each Neighborhood Association and each owner shall permit Declarant, or any authorized agent or employee of Declarant, to enter upon a Neighborhood Common Area or the owner's Lot at reasonable times, to carry out the provisions of this Declaration, and the entry shall not constitute a trespass. This provision shall not be construed as authorizing entry by Declarant into the interior of any Living Unit that is owned by a person other than Declarant, except in emergency.

5.10 Walls, Fences, Hedges, etc. (Master Declaration & 9.10 Estates Declaration)

Unless approved in writing by Declarant, no wall, fence, hedge, or other divider shall be constructed or maintained on any adjoining Lot or Neighborhood Common Area, it being the express intent that no fences, wall or dividers shall be permitted on any lot or Neighborhood Common Area which abuts lakes, preserve areas, streets or roads unless the Declarant so approves. Hedges, constructed of shrubbery or other suitable vegetation, may be approved but only in those situations where back to back lots or homesites so request and are approved. Any dispute as to height, length, type, design, composition or material shall be resolved by the Master Association's Board of Directors, whose decision shall be final. Approval may not be given for the construction of any wall, fence or hedge which materially interferes with the water view or Preserve view of any Lot or Living Unit. **ARC NOTE:** no vegetation shall hinder the operation of the drainage swale.

5.11 Driveways and Parking Areas (Master Declaration)

Driveways and parking areas must be paved with concrete, paver blocks, or another hard surface approved by the Declarant. Maintenance and repair of all driveways, parking and other paved parking facilities (except driveways serving only one single family home) shall be the responsibility of the Master Association (if located in the Common Areas) or the responsibility of the Neighborhood Association (if located in a Neighborhood Common Area). Driveways must be kept clean and free from excessive oil, rust or other unsightly stains.

5.12 Color (Master Declaration)

No exterior colors on any structure shall be permitted that, in the judgment of the ARCHITECTURAL REVIEW COMMITTEE or the Declarant, would be in harmonious, discordant or incongruous with the Community or a particular Neighborhood. The initial exterior color and design of structures shall be as approved by the Declarant, and any later changes must be approved by the ARCHITECTURAL REVIEW COMMITTEE. **ARC NOTE:** Home colors currently found in an approved ARC book may be used. Original colors that are not found in the ARC approved color book can remain the same but once changed must conform to ARC approved colors unless the requested color is approved by the ARC as an acceptable color. To assist residents in choosing colors for their homes, a book containing the approved colors for Stoneybrook is available in the

Master Center Office and requires a refundable \$10.00 deposit, which is returned if the book is returned within 48 hours of being taken by the resident.

5. **Architectural and Aesthetic Control** (Estate Declaration)

The Developer is seeking to create a Neighborhood of architecturally harmonious homes. Among the techniques employed to accomplish this result is the use of certain carefully chosen colors for exterior paint and roof materials. In order to protect the integrity of the development plan and preserve the values of the Living Units, after the initial construction of the Living Units by the Developer, no owner shall make any material change whatsoever in the exterior color of any portion of his Residence or any appurtenant structure, nor in the color or style of roofing materials used on the Residence or appurtenant structure, without prior written approval of the Architectural Review Committee of the Master Association (the “ARCHITURAL REVIEW COMMITTEE”). Except for the initial construction of Living Units and related improvements by the Developer, no building, structure or other improvement shall be erected or altered on any Lot, nor shall any grading, excavation, landscaping, or other work which in any way materially alters the exterior appearance of any structure, Lot or Neighborhood Common Area be performed without the prior written approval of the Board of Directors, as well as the ARCHITECTURAL REVIEW COMMITTEE. In obtaining the written approval, owner, or any other person applying, shall comply with all applicable requirements and procedures for the Governing Documents. Refusal to approve proposed changes may be based on purely aesthetic reasons. The membership, term of office, composition (if any), qualifications and procedures of the ARCHITECTURAL REVIEW COMMITTEE shall be as provided in the Master Association Declarations and Bylaws of the Master Association.

5.15 **Temporary Factory Built or Existing Structures** (Master Declaration & 9.5 Estates Declaration)_

No structure of any kind of what is commonly known as “factory built”, “modular”, or “mobile home” type construction shall be erected without the prior written permission of Declarant. No tent, trailer or temporary structure other than those used by Declarant for construction and sales activities shall be permitted unless its size, appearance and temporary location on the Lot have first been approved by the ARCHITECTURAL REVIEW COMMITTEE.

5.16 **Antennas and Flagpoles** (Master Declaration & 9.19 Estates Declaration)

No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or Tract or upon any improvements thereon, unless expressly approved in writing by the ARCHITECTURAL REVIEW COMMITTEE, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the federal Telecommunications

Act of 1996, as amended from time to time. The Master Association shall be empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. The Master Association may adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to side or rear yard locations, not visible from the street or neighboring properties, and integrated with the Residence and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules. Antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. A flagpole, for display of the American Flag only, may be permitted if its design and location are first approved by the Master Association. An approved flagpole shall not be used to mount an antenna. This provision is intended to protect residents from unreasonable interference with television reception, electronic devices, and the operation of home appliances, which is sometimes caused by the operation of ham radios, CB base stations or other high-powered broadcasting equipment. This Section 5.16 shall not apply to the Declarant.

ARC NOTE: The ARC will not approve the installation of a satellite dish in the front of a home. Lighted flagpoles must be low intensity type and done as to not interfere with, or shine, on a neighbors property.

5.18 Outdoor Equipment (Master Declaration)

No above ground swimming pools are permitted. All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool and spa equipment and housing and sprinkler pumps and other such outdoor equipment must be underground, or placed in areas not readily visible from adjacent street, or adequate landscaping must be used as screening around these facilities and maintained by the owner or Neighborhood Association.

9.20 Swimming Pools (Estates Declaration)

No above ground swimming pools are permitted. An owner may, if approved by the ARCHITECTURAL REVIEW COMMITTEE, construct a swimming pool and screened enclosure on his lot. In the event such construction requires entry of or access over an adjoining Lot, the entry or access shall be only with the consent of the owner of the adjoining Lot, which consent may not be withheld without good cause.

5.19 Clothes Drying Area (Master Declaration & 9.12 Estates Declaration)

No outdoor clothes drying area shall be allowed unless its location and design are approved in writing by the Community Association.

5.20 Lighting (Master Declaration)

All exterior lighting of structures or landscaping shall be accomplished in accordance with plans approved in writing by Declarant. Except as may be initially installed or approved by Declarant, no spotlights, floodlights or similar high intensity lighting shall be placed or utilized upon any Lot which in any way allow light to be reflected on any other Lot or the improvements thereon, or upon

any Common Areas or any part thereof, without the approval of the Community Association. Other types of low intensity lighting, including normal and customary Christmas or other holiday decorations, which do not unreasonably disturb other owners or occupants of the Community, shall be allowed.

5.21 **Air Conditioners** (Master Declaration)

Wall or window air conditioning or heating units are not permitted.

5.22 **Solar Collectors: Roof Vents** (Master Declaration)

Solar collectors, roof vents and other installations on the roofs of structures shall be permitted only at locations approved in writing by the Declarant or the ARC, and maybe required to be screened by landscaping or other suitable visual barrier.

Waterfront property. As to all portions of The Lands which have a boundary contiguous to any lake, canal, river, or other body of water, the following additional restrictions and requirements shall be applicable:

- (A) No boathouse, dock, wharf, or other structure of any kind shall be erected, placed, altered or maintained on the shores of the lake unless erected by Declarant or its affiliates or a Builder.
- (B) No boat, boat trailer or vehicular parking or use of lake slope or shore areas shall be permitted. No boats-of any type shall be used on any body of water which is part of the Common Areas, except those used by the Association, a CDD or any contractor either for maintenance or other lawful purposes, or as restricted by Section 5.30 herein.
- (C) No solid or liquid waste, litter or other materials may be discharged into/onto or thrown into/onto any lake or other body of water or the banks thereof.
- (D) Each applicable Owner shall maintain his Lot to the line of the water in the adjacent lake or other water body; as such line may change from time to time by virtue of changes in water levels.
- (E) No landscaping (other than that initially installed or approved by Declarant), fences, structures or other improvement (regardless of whether or not same are permanently attached to the land or to other improvements) shall be placed within any lake maintenance or similar easements around lakes or other bodies of water.
- (F) Any boats kept on The Lands shall be subject to Section 5.17 (Master Declaration) hereof.
- (G) Any boats operated on lakes or other water bodies owned by, or dedicated to, the CDD or any other public authority shall be subject to any regulations of the CDD or such authority and not to regulation by the Master Association (which will have no jurisdiction over such areas.)

- 5.31 **Hurricane shutters.** Any hurricane or other protective devices visible from the outside of a home or unit shall be of a type as approved by the ARC, and in accordance with the guidelines as promulgated by the ARC. No such devices

shall be installed without the written approval of the ARC. Except as otherwise provided in the Section, an owner's accordion, roll-up, panel, or other style storm shutters must be left in an open position at all times. Whether they consist of accordion, roll-up, panel, or any other style shutter, the owner may only install, operate, or have in a closed or down position, storm shutters if and when the National Weather Service has issued a hurricane watch for the County or Municipality where the owners dwelling is located. All storm shutters must be returned to the open or up position within seventy-two (72) hours after such hurricane watch expires or is otherwise not longer in effect. In no event shall an owner rely upon any other party to operate the owner's storm shutters, to either remove, close or open such shutters, and each owner is individually responsible for the full operation of their storm shutters. If any owner fails to comply with the terms of this Section, such owner shall be subject to the imposition of fines as detailed in the Declaration.

9.2 **Building Setback Lines, Size of Buildings, Site Restrictions and Building Heights** (Estates Declaration)

All structures shall conform to the requirements of the County and the Governing Documents.

9.9 **Awnings and Windows** (Estate Declaration)

Awnings, hurricane shutters, solar film, and other window shading or decoration shall be subject to the prior approval and control of the ARCHITECTURAL REVIEW COMMITTEE.

9.10 **Fences** (Estates Declaration)

No fence, wall, hedge or other similar structure shall be erected on any Lot, except as originally installed by the developer, and except any approved by the ARC.

9.11 **Lawns, Landscaping** (Estates Declaration & 5.5 Master Declaration)

Except for designated Conservation Areas, buffer zones, open space or other similar areas, all areas not covered by structures, walkways or paved parking facilities shall be maintained by their owners as lawn or landscaped areas to the pavement edge of any abutting streets and to the waterline of any abutting lakes, canals or water management areas. Stone, gravel, or paving may not be used as a substitute for grass in a lawn. Certain areas as determined by the Developer shall remain in a natural or unimproved state. All lawns and landscaping shall be completed at the time of completion of the structure as evidenced by the issuance of a Certificate of Occupancy by the appropriate government agency, and shall thereafter be kept in good condition by the owner. Lawns must be regularly cut and mulched areas regularly re-mulched. The landscaping on Lots, including without limitation, the tress, shrubs, lawns, flower beds, walkways and ground elevations, shall be maintained by the owner thereof. No landscaping shall be installed, cut down, destroyed or removed without the prior written approval of the ARCHITECTURAL REVIEW COMMITTEE. ARC Note: Fountains or

water features, approved by the ARC, must be installed within 6 feet of the structure within the flower beds, or directly in front of the sides of garage or under covered entry.

9.21 **Conservation.** Lots may contain or abut conservation areas, which are protected under recorded conservation easements. These areas may not be altered from their present conditions except in accordance with the restoration program included in the conservation easement, or to remove exotic or nuisance vegetation, including without limitation melaluca, Brazilian pepper, Australian pine, Japanese climbing fern, cattails, primrose willow, and grape vine. Property owners are responsible for perpetual maintenance of signage required by the permit issued by South Florida Water Management District, which maintenance will be maintained to the greatest degree lawful by the Master Association.

No person shall undertake or perform any activity in Conservation Areas described in the approved permits and Plats of Stoneybrook at Gateway, or remove native vegetation that becomes established with the Conservation Areas and without prior written approval of the ARC, the County, and the South Florida Water Management District. Prohibited activities within Conservation Areas include the removal of vegetation, excavation, placement or dumping of soil, trash or land clearing debris, and construction or maintenance of any building, Unit or other structure. "Removal of native vegetation" included dredging, application of herbicides, and cutting.

9.22 **Lakes, Water retention ponds.** No lot, Tract, Parcel or Neighborhood Common Area shall be increased in size by filling in any lake, pond or other water retention or drainage area which it abuts. No person shall fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior consent of the ARC and the South Florida Water Management area, nor is any boating, swimming, or wading in such areas allowed.

9.12 **Outside Lighting** (Estates Declaration)

Except as may be initially installed by Developer, no spotlights, floodlights, or other outdoor high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Lot or the improvements thereon without the written authorization of the Master Association. Low intensity lighting which does not unreasonably disturb the owners or other occupants of the Properties shall be allowed. The owner of each Lot shall maintain the front yard lamp (if any), and keep it operating during all hours of darkness. The owner's responsibility includes the photoelectric cell and replacement of light bulbs.

9.16 **Garages, Carports and Accessory Buildings** (Estates Declaration)

(A) No detached garage or other accessory building shall be erected. Each residence shall have an attached or built in garage which shall accommodate no less than one (1), nor more than four (4), automobiles. Repair of vehicles

shall be permitted only inside the garage. When ingress and egress to the garage is not desired, the garage doors shall remain closed.

(B) Carports are not permitted.

(C) No garage shall ever be permanently enclosed or converted to other uses without substitution of another enclosed garage and approval of the ARCHITECTURAL REVIEW COMMITTEE. All garages must have a minimum 16-foot wide overhead style garage door, or two (2) 8-foot wide overhead garage doors.

9.18 **Mailboxes, Lamp Posts** (Estates Declaration)

Mailboxes, front yard lamp posts, and their supporting structures shall be substantially uniform in style, appearance and location, and are subject to regulation by the ARCHITECTURAL REVIEW COMMITTEE. ARC Note: our current vender is Devon O'Connell Doors.

The following definitions are a guide and any conflicts will defer to the Master Documents

DEFINITIONS:

AESTHETIC CONTROL: No owner shall make any material change whatsoever in the exterior color of any portion neither of their residence or any appurtenant structure, nor in the color or style of roofing materials used in the residence or appurtenant structure without prior written approval of the ARC. No building, structure or other improvement shall be erected or altered on any lot, nor shall any grading, excavation, landscaping, or other work which in any way materially alters the exterior appearance of any structure without prior written approval of the Board of Directors as well as the ARC.

ARC APPROVAL: Prior written approval from the ARC to perform any changes to a residential lot or structure is required. Such approval will be for one (1) year from the date of issue for the project to commence. Failure for the project to commence within the one (1) year time period will require the application to be re-submitted to the ARC for approval before the project can commence. **It is highly recommended that you attend the ARC meeting when you have submitted any application. If the committee has questions or concerns and**

you are not present your application may be suspended to a future meeting or denied for insufficient of information.

BASKETBALL STANDARDS (MOVEABLE): No permanent basketball standard and backboard may be placed on any lot. Portable (moveable) basketball standard poles and backboards may be installed, only with prior written ARC approval, following these guidelines:

1. It cannot be permanently attached to the ground or any other structure.
2. It must remain portable.
3. May not be used between the hours of 10p.m. and 7a.m.
4. Must be kept in good repair and remain upright.
5. Must be removed or moved inside during extended absences from the home by the occupant (vacation, etc.).
6. Must be removed or moved inside at times of approaching tropical weather systems or when high winds are expected.
7. Must be removed from the property within 72 hours of a Tropical Storm or Hurricane.
8. Shall be placed on driveway. Not on the street or the grass. No sand bags to weight it down. You must fill the base to weight it down.
9. Shall not be placed in a location or position, which is detrimental to any adjoining or adjacent property owners.
10. Shall be placed in the least conspicuous location possible.

CONSTRUCTION LANDSCAPING: Upon completion of a swimming pool and the installation of the cage or fence, 3 gallon size plants must be planted along the three (3) sides of the cage or fence & in front of pool heaters/filter equipment, to block visibility from the street. ARC may not require plantings along the back of the cage if backyard has a preserve or lake view.

ENCLOSURES: Lanais may be enclosed, with ARC approval, as long as construction materials used match those materials used in the construction of the residence. The construction must conform to County Codes and be permitted by the County as well as the ARC. Enclosures cannot extend beyond the sidelines of the residence.

FENCING: The only fencing permitted in Stoneybrook is around a swimming pool. This fence will be four (4) foot in height (County & State requirement for swimming pool enclosure) and may be white, black or bronze in color. The fence may only be installed on the cement portion of the deck surrounding the swimming pool; it may not extend beyond the limits of the pool deck.

FIREPLACE: With the exception of homes with a built-in fireplace, due to the closeness of the homes, no wood burning fireplaces of any type are allowed outside. This includes but is not limited to free standing brick or metal fireplaces. Propane fired fireplaces, within the confines of a deck or lanai, are allowed and

must conform to all County Codes and have prior ARC approval prior to installation.

HOME COLORS: All colors currently found in the Stoneybrook Approved Home Color Book may be used. Also, if the new house contractor used an unapproved color, the ARC will accept the continuation of this color for repainting, however, if the color is changed to an approved color it may not be repainted in the future with the original unapproved color without prior written ARC approval. Any colors not found in the approved color book must be submitted for approval prior to painting the home. Failure to get approval may result in homeowner having to repaint the home at his/hers expense.

LANDSCAPING: All landscaping requires ARC approval. The request should include the type of plants to be installed, a copy of the site plan showing the location of the plantings. No landscaping shall be installed, cut down, destroyed or removed without prior written ARC approval.

Vegetation: Vegetation planted along the sides of the structure must be no higher than eight (8) feet. Landscaping may not block the neighboring structures view of the lakes. Landscaping surrounding utility boxes, etc., may not exceed more than one (1) foot above the utility structure. Bushes/plantings around water meter can be no higher than three (3) feet from the ground.

Plantings of perennial or annual type plants in existing flower beds may be done without ARC approval. Expansion of flower beds will require ARC approval. The ARC request form must include a site drawing showing the expanded flower bed changes. No planting may be placed in the swale between the houses. Shrubs, excluding trees, must be kept neat and orderly and cannot exceed eight (8) feet in height, or the roof line of the house.

Decorative curbing may be installed in single family yards with prior approval of the ARC. Curbing may be colored to match the color of the structure. A site drawing showing the locations of the curbing must accompany the ARC request form.

Decorative fountains/statues/landscaping rocks: may be installed in single family yards with prior approval of the ARC. The request must include a picture of the fountain/statue, size and drawing of the site indicating the location of the fountain/statue. Fountains, water features, landscaping rocks must be placed within six (6) feet of the structure within the flower beds, or directly in front of the sides of garage or under covered entry.

PLAY YARD: Play yards are not allowed outside of lanais.

POOL ENCLOSURES: Screened pool enclosures must conform in as much as they must not exceed the dimensions of the deck and must be of the mansard type roof. Fences four (4) feet in height may be substituted for a pool enclosure but also must not exceed the dimensions of the deck area. If fencing is used, it must be of metal construction and can be white, black or bronze in color and meet all County and State Codes for swimming pool protection.

RAINGUTTERS: ARC approval is required prior to the installation of rain gutters on a structure or screen cage. Gutters are normally white in color. If any other color is requested a paint chip must accompany the request form.

SATELLITE DISHES: All satellite dishes, with ARC approval, must be placed within the edge of the roofline or near ground level, may not be obtrusive and not interfere with any neighbor. No satellite dish may be installed on the front portion of any structure or front yard, must be installed in the rear half of home.

SCREEN CAGE OR SCREEN ENCLOSURE: A three (3) side screen structure with a mansard roof attached to the rear of a structure. Roofs, of a solid building material may extend out 12 feet from the back wall of the structure with approval of the ARC. This roof must be within the sidewall limits. See the next two items below for additional information on side and setback lines. Screen cages for Villas will have a pointed roof due to their small size.

SIDE SETBACK LINES: For purposes of establishing a uniform standard for the side setback line of any property it will be the continuation of the line of the side walls of the structure

SWIMMING POOLS: An owner may, if approved by the ARC, construct a swimming pool and screened enclosure on his Lot. In the event such construction requires entry of or access over an adjoining Lot, the entry or access shall be only with the consent of the owner of the adjoining Lot, which consent may not be without good cause.

SWINGSETS/PLAYGROUND: Prior ARC approval is required before installation. These units must be installed in rear yards of single family homes. The set must be installed between the extended lines of the sidewalls of the house. It cannot be visible from the street. It must be anchored to ground. Wooden sets are only type allowed and may only be painted in a redwood, brown or tan wood-like colors, no metal swing sets will be approved. The sets must be kept in good condition both aesthetically and mechanically.

TRAMPOLINES: By vote of the Master Board Trampolines are NOT permitted.

TREES: Residents may plant trees on their property with prior written approval of the ARC. Citrus and fruit bearing trees will be allowed, however the homeowner must carefully maintain these trees. Fruit trees must be kept insect and disease

free and the fruit may not be left to rot on the ground. Failure to comply with these rules will result in fines and could require removal of the tree at the homeowner's expense. Homeowner also needs to understand that at any time the county or state may require removal of infected trees.

Norwegian Pine Trees – no new Norwegian Pine Trees are allowed to be planted. All Norwegian Pines currently planted can remain, if they are maintained at a height of no higher than twelve (12) feet. If they are found to be higher than this height, the owner must comply with one of two options:

- b. Trim the tree to a height of twelve (12) feet or shorter.
- c. Remove the tree (removal will require an ARC permit).