

DECLARATION OF COVENANTS AND RESTRICTIONS FOR STONEY BROOK FARM

THIS DECLARATION OF COVENANTS AND RESTRICTIONS is made and executed this 12th day of July, 2005 by Stoneybrook Farms Group, LLC, a Florida Limited Liability Company, hereinafter referred to as "Developer."

WITNESSETH THAT:

WHEREAS, Developer holds the fee simple title to the real property described in Article II of this Declaration and it desires that there be created thereon a community with open spaces, and other common facilities for the benefit of said community; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities in said community and the maintenance of said open spaces and other common facilities; and to this end, desires to subject to the real property described in Article II together with such additions as may hereinafter be made thereto as provided in Article II to the Declaration, as hereinafter set forth; and

WHEREAS, Developer has deemed it desirable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities including enforcing the covenants and restrictions and collecting and disbursing the charges and fees of property owners; and

WHEREAS, Developer has incorporated under the laws of the State of Florida, a non-profit corporation, known as STONEY BROOK FARM, Property Owners Association, Inc., for the purpose of exercising the functions aforesaid.

NOW, THEREFORE, the Developer declares that the real property described in Article II, and such additions thereto as may hereinafter be made pursuant to Article II hereof, hereinafter referred to as STONEY BROOK FARM is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, reservations, easements, charges and liens herein after set forth.

I. DEFINITIONS

A. Hereinafter, wherever the term "Developer" is used, it shall mean and refer to Stoneybrook Farms Group, LLC, a Florida Limited Liability Company, its successors or its assigns.

B. Hereinafter, wherever the term "Lot" is used, it shall mean and refer to any lot or separately owned parcel of real estate included in the property, except the common property as shown on the recorded plat of the property, including additional plats.

II. PROPERTY SUBJECT TO THIS DECLARATION:

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration and the restrictions herein is located in Indian River County, Florida, and at this time legally described as:

Stoney Brook Farm, a Residential Subdivision in Indian River County, Florida, according to the Plat thereof recorded in Plat Book 19, at Pages 41, 42, 43, 44 of the Public Records of Indian River County, Florida.

III. PROPERTY RIGHTS

Section 1. Title to Common Area. The only common areas in the property herein shall be the streets, roads, tracts A through W, and any landscaped areas as so designated by the Developer. The title to these common areas is is vested in the STONEY BROOK FARM PROPERTY OWNERS ASSOCIATION, INC.,(hereinafter referred to as the Association). The Association shall in no way restrict the use or access to any streets, roads, easements or access to the Developer, said common areas shall be subject to any restrictions, conditions, limitations, reservations, easements of record.

Section 2. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the common areas which shall be appurtenant to and shall pass with the title to every lot, subject to the following:

A. Rules and regulations governing the use and enjoyment of the common areas adopted by the Association.

B. Nothing contained herein shall limit or restrict the Developer's, its successors and assigns, or the owners of lots in STONEY BROOK FARM, use of the streets and roadways on the property, and further, the Developer specifically reserves unto the owners of such lots, and any underlying mortgage holder, and their assigns, the same absolute unrestricted use of said streets and roads.

IV. PROPERTY OWNERS ASSOCIATION.

Section 1. Membership. Every person or entity who is a record fee simple owner of a Lot, including the Developer, at all times as long as it owns all or any part of the Property subject to this Declaration, shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot. Membership voting rights and procedures are set forth in the Bylaws of the Association.

Section 2. Establishment of Property Owners Association. There shall be established a Property Owners Association, composed of record owners of each Lot. The Association shall be STONEY BROOK FARM PROPERTY OWNERS ASSOCIATION, INC., a corporation not for profit, organized and existing under the laws of the State of Florida. The Association shall administer the operation and maintenance of the common areas and other duties hereafter provided for. The Association shall have all of the powers and duties set forth in this Declaration and in the Articles of Incorporation and Bylaws as and granted by the laws of the State of Florida to non-profit corporations.

The Board of Directors of the Association shall approve annual budgets in advance for each fiscal year and the budget shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for operating expenses, maintenance expenses, repairs, management expenses, replacement reserves and reasonable operating reserves for the common property; in addition to reasonable reserves for the continued maintenance and operation of any other items deemed necessary for the protection of all property owners. Each Owner shall be liable for the payment to the association of its share of the common expenses as determined in said budget.

V. COVENANTS FOR MAINTENANCE AND OTHER ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Unless otherwise provided above or herein to the contrary, each Owner of a Lot owned within the Property subject to this Declaration hereby covenants and each Owner of any Lot (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any assessments or charges, and any special assessments for capital improvements or major repair; such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the rate of eighteen percent (18%) per annum and costs of collection thereof (including reasonable attorney's fees), shall be a charge on the land and shall be a continuing lien upon the Lot(s) against which each such assessment is made, and shall also be a personal obligation of the Owner.

Section 2. Purpose of Assessment. The annual and special assessments levied by the Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of the residents, and in particular as it pertains to the Club House, facilities and Common Areas for cable television services, trash

removal services, yard maintenance services, maintenance of the Club House, improvements and maintenance of Common Areas, and any easement in favor of the Association, including, but not limited to, the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, and undertaken by the Association.

Section 3. Approval of Annual Assessments. Assessments shall be set by the Board of Directors of the Association. Each Owner is liable for all assessments that come due while he or she is the Lot Owner and, is jointly and severally liable with the previous Lot Owner for all unpaid assessments that came due up to the time of transfer of title.

Section 4. Rate of Assessment. The rates of assessments shall be established from time to time by the Board of Directors. The Board of Directors may establish different rates for developed lots and vacant lots. A lot is deemed developed once it has been cleared and the foundation has been poured. The lot must be cleared and the foundation poured prior to December 31st of the current year in order to qualify for the developed lot assessment which will commence January 1st of the following year.

Section 5. Special Assessments for Capital Improvements and Major Repairs. In addition to any annual assessments, the Board may levy in any assessment year, a special assessment, applicable to that year only, for the purpose of defraying, in whole or part, the cost of any, reconstruction, repair or replacement of a capital improvement as approved by the Board of Directors of the Association, including the necessary fixtures and personal property related thereto. The Association may also levy in any assessment year, a special assessment, to construct or acquire a new capital improvement if the special assessment is approved by a vote of no less than a majority of the Lot Owners voting either in person or by proxy at a membership meeting duly noticed for such purpose, at which a quorum is present.

Section 6. Date of Commencement of Annual Assessments: Due Date. The assessments for which provision is herein made shall commence on the date or dates (which shall be the first day of each quarter) fixed by the Board of Directors of the Association to be the date of commencement. The assessments shall be payable in advance in monthly installments.

Section 7. Duties of the Board of Directors. Unless otherwise provided to the contrary herein, the Board of Directors of the Association shall fix the date of commencement and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall at that time, prepare a roster of the Lots and assessments applicable thereto which shall be sent to each Owner at his last known address. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof. The Association shall, upon demand at any time, furnish to any Owner liable for said assessments, a certificate, in writing, signed by an officer of the Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Non-Payment of Assessment: The Lien, the Personal Obligation, Remedies of the Association. If any assessment is not paid on the date when due, such assessment shall then become delinquent and shall, together with such interest thereon and the cost of collection thereof, become a continuing lien on the Lot(s) against which such assessment is made that shall bind such Lot(s) in the hands of the Owner(s), their heirs, devisees, personal representatives and assigns, and shall also be against whom the assessment is levied.

If the assessment is not paid within thirty (30) days after the delinquency date, which shall be set by the Board of Directors of the Association, the assessment shall bear interest from the date of the delinquency at the rate of eighteen percent (18%) per annum, the Association may impose a late payment penalty up to the highest amount allowed by law, and the Association may at any time thereafter, bring an action to foreclose the lien against the Lot(s), in like manner as a foreclosure of a mortgage on real property, and/or a suit on the

personal obligation against the Owner(s), and there shall be added to the amount of such assessment the Association's reasonable attorney's fees, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the costs of the action.

If an Owner is more than ninety (90) days delinquent in paying any fee, fine, or other monetary obligation due to the Association, the Association may suspend the rights of the owner, or the Owner's tenant, guest, or invitee, to use the Club House, tennis court or other common areas.

Section 9. There shall be a capital contribution paid to the purchaser or purchasers upon the sale of each Lot. The capital contribution shall initially be Five Hundred Dollars (\$500.00). The amount of the capital contribution may be changed from time to time by the Board of Directors of the Association. Capital contributions shall be used for long-term repairs and/or replacement of the common areas and the facilities thereon.

VI. EXTERIOR MAINTENANCE ASSESSMENT

Section 1. Exterior Maintenance. In addition to maintenance upon the Common Areas, the Association may provide and/or require other exterior maintenance upon any Lot or structure requiring same, when necessary in the opinion of the Board of Directors of the Association after giving the lot owner or owners no less than thirty (30) days written notice of the Board's proposed action. In the event a lot owner fails to maintain their lot or structure thereon in a good state of preservation and cleanliness or allows the accumulation of materials on their lot which in the opinion of the Board of Directors of the Association must be maintained or moved, the Association may maintain the lot or structure or remove the materials at the owners' expense. If no allocation is made, the assessment shall be uniformly assessed against all of the lots requiring exterior maintenance. Any other exterior maintenance assessment shall not be considered part of the annual or special assessments. Any exterior maintenance assessment shall be a lien on the Lot and the personal obligation of the Owner and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided for the other assessments of the Association, ~~and shall be subordinate to mortgage liens to the extent provided by Section 9 of Article V hereinabove.~~

Section 2. Access at Reasonable Hours. For the purpose of performing the maintenance, repair or replacement, authorized by this or any other Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot or the exterior of any improvements thereon at reasonable hours on any day.

VII. ARCHITECTURAL CONTROL

Section 1. Necessity of Architectural Review and Approval. No improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object, or other improvements, shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change, alteration or repainting therein or thereof be made, unless and until the plans, specifications, color, and location in relation to the surrounding structures, and topography are in conformance with the Architectural Planning criteria of the Association, a copy of which is attached hereto and which may from time to time be amended having been duly approved in advance.

Section 2. Architectural Review Committee. The Architectural and control functions of the Association shall be administered and performed by the Architectural Review Committee (the ARC), which shall consist of three (3) members, who must either be members of the Association or residents of the STONEY BROOK FARM The Developer, or its successors, shall have the right to appoint all of the members of the ARC or such lesser number as it may choose, as long as it owns at least one Lot in the property subject to this Declaration. Members of the ARC as to whom the Developer may relinquish the right to appoint, and all members of the

ARC after the Developer no longer owns at least one Lot in that property which may be subject hereto, shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association.

A majority of the ARC shall constitute a quorum at a meeting properly called. Termination of service of any member thereof shall be filled by the Board of Directors; except that the Developer at the exclusion of the Board shall fill any vacancy created by the death, resignation, removal or other termination of the services of any member of the ARC appointed by the Developer.

Section 3. The Powers and Duties of the ARC. The ARC shall have the following powers and duties: To recommend, from time to time, to the Board of Directors of the Association, modifications, and/or amendments to the Architectural Planning criteria. Any modifications or amendment to the Architectural Planning Criteria shall be consistent with the provisions of the Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present and voting.

Section 4. Purpose of the ARC. The ARC shall provide for a systematic and uniform review of all proposed improvements and construction of any type or nature whatsoever within STONEY BROOK FARM. The ARC shall review all plans for said improvements, it being the intent of the Developer to provide for sound and aesthetically pleasing development of the Planned Development. The ARC shall assure itself of the soundness of the proposed improvements in order to prevent to the extent possible, rapid and early deterioration. In addition, the ARC shall evaluate the proposed improvements with emphasis upon their harmonious incorporation into the community as a whole and with specific emphasis in external design, location of the improvement in relation to the surrounding structures and/or improvements, topography, and conformity to the restrictive covenants imposed hereunder.

Section 5. Procedure Before the ARC.

The procedures for the ARC shall be adopted by the Board of Directors of the Association. All decisions of the ARC shall be made by a vote of a majority of its members.

VIII. RESTRICTIONS

Section 1. Residential Use. The Property subject to these Covenants and Restrictions may be used for residential living units and for no other purpose. No business or commercial buildings may be erected upon any Lot without prior ARC approval thereof as elsewhere herein provided. No Lots shall be divided, subdivided or reduced in size unless each divided or subdivided portion thereof is consolidated with one or more contiguous lots under one ownership. In the event of the division of any Lot(s) as aforesaid, the obligation for the Association expenses attributable to the divided or subdivided Lot(s) shall be and become proportionately attributable and chargeable to the contiguous Lot(s), and the Owner(s) thereto, to and with which all or portions of the divided or subdivided Lot(s) become consolidated. In the event that one or more Lots are developed as a unit, the provisions of these Covenants and Restrictions shall apply thereto as a single Lot. No dwelling or other structure or improvement shall be erected altered, placed or permitted to remain on any site not including at least one (1) fully platted Lot according to the recorded Plat of STONEY BROOK FARM.

Section 2. Remaining Restrictions. For the remaining Lot restrictions, refer to those restrictions found in the ARC Criteria attached hereto and made a part hereof by this reference and marked Exhibit "A."

Section 3. Rules and Regulations. STONEY BROOK FARM PROPERTY OWNERS ASSOCIATION, INC.'s Board of Directors may from time to time adopt and enforce reasonable rules and regulations concerning the use of property within STONEY BROOK FARM. All such rules and regulations shall be applicable to the owners of lots in STONEY BROOK FARM and their families, tenants and guests.

IX. EASEMENTS

In addition to those matters set forth herein, easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, or as heretofore granted by the said Developer. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of the water through drainage channels in the easements, or which are or might be prohibited by the public authority to whom said easement is given. The easement area of each lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public or private authority or utility is responsible. Utility shall include cable television.

X. AMENDMENT

In addition to those matters set forth herein, so long as the Developer owns one or more Lots in that property which is or may later be subject to this Declaration, or so long as the entity to whom the Developer specifically assigns the rights under this paragraph, or its subsequent assignees of this specific right, owns one or more Lots in the property subject to this Declaration, the Developer or its just mentioned specific assignee, may change any provision of this Declaration in whole or in part by executing a written instrument making said changes and have the same duly recorded in the Public Records of Indian River County, Florida. At any time after the Developer, or its just mentioned specific assignee, no longer owns any Lots, the then owners of at least two-thirds (2/3) of the Lots, (by and through the Association as per Article II, Section 2, herein), may change these covenants in whole or in part by executing a written instrument making said changes and having the same duly recorded in the Public Records of Indian River County, Florida.

XI. ENFORCEMENT

If the Owner or Owners of property covered hereby or any other person or persons, or any of them, or any of their heirs, personal representatives, successors, or assigns, shall violate or attempt to violate any of the covenants or restrictions contained herein, it shall be lawful for any other person or persons owning any real property situated herein, or the Developer, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them by injunction from doing or continuing to do such acts and/or to recover damages and other dues for such violation. It is expressly understood and agreed that all costs, including reasonable attorney's fees, including appeal, incurred by any moving party, in any legal proceedings which results in the successful enforcement, and/or restraint, by injunction or otherwise, of any covenant or restriction, contained in this Declaration shall be borne in full by the defendant or defendants in such proceedings.

XII. DRAINAGE AND UTILITY EASEMENTS

Except for any construction performed pursuant to specific prior approval from Indian River County, Florida, there shall be no construction whatsoever in any areas designated on the Plat as a drainage or utility easement, with the exception of driveways.

XIII. SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM

A. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse alter to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity or quality of discharges. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface or stormwater management system shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface or stormwater management capabilities as permitted by the St. John's Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if

modified, as approved by the St. John's Water Management District. The Developer has constructed a drainage swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lot from time to time. Each Lot owner, including builders, shall be responsible for the maintenance, operation and repair of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. John's Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the drainage swale is located.

XIV. DEFAULT

Any person who acquires an interest in a Lot, shall be personally liable and jointly and severally liable with the grantor for all of the unpaid liens or assessments up to the time of the transfer of ownership.

XV. GENERAL PROVISIONS

Section 1. Duration and Remedies for Violation. The Covenants and Restrictions of this Amended and Restated Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the Association or the Owner of any property subject to this Amended and Restated Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty (20) years from the date this Amended and Restated Declaration is recorded, after which time said Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots has been recorded, agreeing to change or terminate said Covenants and Restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Developer and/or the Association and/or Owner(s), in addition to all other remedies, the right to proceed at law or in equity, to compel a compliance with the terms of said conditions, covenants and restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceedings results in a finding that such Owner was in violation of said Covenants and Restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by the Developer and/or the Association in seeking such enforcement.

Section 2. Notices. Any notice required to be sent to any member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as a member or Owner on the records of the Association at the time of such mailing.

Section 3. Severability. Invalidity of any one of these covenants and restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 4. Usage. Whenever used, the singular shall include the plural and singular, and the use of any gender shall include all genders.

Section 5. Effective Date. This Declaration shall become effective upon its recordation in the public records of Indian River County, Florida.

XVI. MAINTENANCE AND REPAIR OF ENTRANCE TO STONEY BROOK FARM

The Stoney Brook Farm Property Owners' Association, Inc., shall be responsible for the maintenance and repair of the entrance and proposed gate structure at Stoney Brook Farm. Developer and Stoney Brook Farm Property Owners' Association, Inc., acknowledge that two block columns are planned to be constructed over a water line servicing the Stoney Brook Farm subdivision. The Stoney Brook Farm Property Owners' Association,

Inc., shall be responsible for the removal, repair and/or replacement of the block columns at the Stoney Brook Farm entrance in the event it is necessary for Indian River County to repair or replace the section of water line beneath the planned columns.