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MARTHA O. HAYNIE, COMPTROLLER

ORANGE COUNTY, FL

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This instrument was prepared  
by and return to:  
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**DECLARATION  
OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS  
FOR  
STONEBRIDGE PLACE**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR STONEBRIDGE PLACE, is made as of the 25<sup>th</sup> day of November, 2002, (the "Declaration") by Pulte Home Corporation, a Michigan corporation, having its mailing address at 555 Winderly Place, Suite 420, Maitland, Florida 32751 (the "Declarant"), for and on behalf of the Declarant, its successors and assigns and grantees.

**WITNESSETH:**

WHEREAS, Declarant is owner of certain real property in Orange County, Florida, more particularly described on **Exhibit "A"** attached hereto and incorporated herein by reference; and

WHEREAS, Declarant desires to create a residential community known as Stonebridge Place on the **Exhibit "A"** land; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities of the community and for the maintenance of the common properties; and

WHEREAS, to this end, the Declarant desires to subject the real property described on **Exhibit "A"** to the Covenants, Conditions, Restrictions, Easements, Charges and Liens, hereinafter set forth, each and all of which is and are for the benefit of such property and each owner of such property;

WHEREAS, Declarant has deemed it desirable for the efficient preservation of the values and amenities in the community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the common properties and Facilities, administering and enforcing the Covenants and Restrictions, and collecting and disbursing of the assessments and charges hereinafter created; and

WHEREAS, the Declarant has incorporated under the laws of the State of Florida, as a not-for-profit corporation, Stonebridge Place Community Association, Inc., for the purpose of exercising the functions stated above.

NOW, THEREFORE, the Declarant hereby declares that the real property described in the attached **Exhibit "A"** shall be held, transferred, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens hereinafter set forth which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I

### DEFINITIONS

Section 1. "Articles" means the Articles of Incorporation of the Association, including any and all amendments or modifications thereof, a copy of which is attached hereto as **Exhibit "B"** and incorporated herein by reference.

Section 2. "Association" shall mean and refer to the Stonebridge Place Community Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

Section 3. "Board" or "Board of Directors" means the Association's Board of Directors.

Section 4. "By-Laws" means the By-Laws of the Association, including any and all modification thereof, a copy of which is attached hereto as **Exhibit "C"** and incorporated herein by reference.

Section 5. "Common Area" shall mean and refer to all real property (including the improvements thereon) now or hereafter owned by the Association for the common use and enjoyment of the Owners. The Common Areas to be owned by the Association at the time of conveyance of the first Lot are described on **Exhibit "D"** attached hereto and by reference incorporated herein.

Section 6. "Common Expense" shall mean and refer to any expense for which a general and uniform assessment may be made against the Owners (as hereinafter defined) and shall include, but in no way be limited to, the expenses of upkeep and maintenance of the Common Area, medians and shoulders of collector and arterial roadways, roadways and private streets, boundary walls, entry gates and associated mechanical equipment, entrance signs, and street lighting on collector and arterial roadways.

Section 7. "Declarant" shall mean and refer to Pulte Home Corporation, a Michigan corporation, its successors and assigns. It shall not include any person or party who purchases a Lot or Unit from Pulte Home Corporation, nor shall it include any person or party who purchases a Parcel from Pulte Home Corporation unless such purchaser of a Parcel specifically is assigned such rights by the Declarant.

Section 8. "Facilities". When used hereafter, the term "Facilities" shall mean the Recreational Facilities, Roadway and Irrigation Facilities.

Section 9. "FHA" shall mean and refer to the Federal Housing Administration.

Section 10. "First Mortgagee" means the holder of any Mortgage encumbering a Lot or Unit, the lien of which is prior in dignity to all other Mortgage liens encumbering the same Lot or Unit.

Section 11. "FNMA" shall mean and refer to the Federal National Mortgage Association.

Section 12. "GNMA" shall mean and refer to the Government National Mortgage Association.

Section 13. "HUD" shall mean and refer to the U.S. Department of Housing and Urban Development.

Section 14. "Institutional Lender" shall mean and refer to the owner and holder of a mortgage of a Lot or Unit, which owner and holder of said mortgage shall be federally or state chartered bank, insurance company, HUD or VA or FHA approved mortgage lending institution, FNMA, GNMA, recognized pension fund investing in mortgages, and any federally or state chartered savings and loan association or savings bank.

Section 15. "Institutional Mortgage" shall mean and refer to any mortgage given or held by an Institutional Lender.

Section 16. "Interpretation". Unless the context otherwise requires, the use herein of the singular shall include the plural and vice versa; the use of one gender shall

include all genders; and the use of the term "including" shall mean "including without limitation". This Declaration shall be liberally construed in favor of the party seeking to enforce the provisions hereof. The headings used herein are for indexing purposes only and shall not be used as a means of interpreting or construing the substantive provisions hereof.

Section 17. "Lot" shall mean any lot as shown on any recorded subdivision plat of portion of the Properties, together with the Improvements thereon, if any, but excepting any Common Area.

Section 18. "Master Association" shall mean and refer to MetroWest Master Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 19. "Master Declaration" shall mean and refer to that certain Master Declaration of Protective Covenants and Restrictions for MetroWest as recorded in O.R. Book 3759, page 2756, Public Records of Orange County, Florida.

Section 20. "Mortgage" means any mortgage or other instrument encumbering any interest in a Lot or Unit, or any portion thereof, as security for performance of an obligation

Section 21. "Mortgagee" means any person named as the obligee under any Mortgage, as hereinabove defined, or any successor in interest to such person under such Mortgage.

Section 22. "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of the fee simple title to any Lot, Unit or Parcel which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. The term "Owner" shall include Pulte Home Corporation.

Section 23. "Parcel" shall mean any part of the Properties owned by the Declarant which has not been submitted to condominium form of ownership and improved with completed Units.

Section 24. "Person" means any natural person or artificial legal entity.

Section 25. "Properties" shall mean and refer to that certain real property described on attached **Exhibit "A"**, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 26. "Recorded" shall mean filed for record in the Public Records of Orange County, Florida.

Section 27. "Unit" shall mean a condominium parcel, as that term is defined in Chapter 718, *Florida Statutes* (2002), herein called the "Condominium Act", pursuant to a recorded declaration of condominium affecting all or part of the Properties, and for which a certificate of occupancy has been issued.

Section 28. "VA" means the Veterans Association.

## ARTICLE II

### PURPOSE

Section 1. Operation, Maintenance and Repair of Common Areas. The Declarant, in order to insure that the Common Areas and those portions of the roadway which have been dedicated to condominium ownership pursuant to the Condominium Act will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Owners and provide for other matters of concern to them, has organized the Association. The purpose of the Association shall be to: (a) operate, maintain and repair the Recreational Facilities, as hereinafter defined; (b) operate, maintain and repair the paved road, landscaping, and right of way comprising the Roadway, as hereinafter defined; (c) maintain and operate the streetlights; (d) operate, maintain and repair the Irrigation Facilities, as hereinafter defined, including the pumps and equipment, and the sprinkler system servicing the Properties; (e) operate, maintain and repair the Common Areas and any improvements thereon that the Association is obligated to maintain, including but not limited to, the SWMS, as hereinafter defined, the wetland mitigation areas for Stormwater treatment and storage facilities; and (f) take such other action as the Association is authorized to take with regard to the Properties pursuant to its Articles of Incorporation and By-Laws.

In addition, but not by way of limitation, the purpose of the Association shall be to operate, maintain and repair any surface water management system (herein referred to as the "SWMS") lakes, retention areas, culverts and/or related appurtenances which may be located within the Properties.

Section 2. Recreational Facilities. The Declarant shall construct on the land described as Common Area within **Exhibit "D"** certain recreational facilities consisting of: Cabana Building, with walkways, halls and patio; Fitness Center fully equipped and air conditioned, one manager's office and one maintenance storage facility; pool (not heated), deck, patio furniture, fencing; gated entry; private roads; car wash; green space for passive enjoyment; postal kiosk and trash dumpsters.

The approximate size and location of the Recreational Facilities is depicted on pages 2-3 of **Exhibit "D"** attached hereto and incorporated herein by reference.

Such land, recreational facilities and personal property, and any additions thereto or replacements thereof, is herein called the "Recreational Facilities".

Section 3. Roadway. The Declarant has improved the Properties with paved asphalt roadways as depicted on pages 2-3 of **Exhibit "D"** (the "Roadway"). The Declarant hereby grants easements for ingress and egress over and across the roadways located on Properties to Owners, their guests, and invitees and to emergency vehicles. This easement, and any additions thereto, and any further improvements thereto and replacements thereof, is herein called the "Roadway Easement". There may be additional areas improved as roadway with asphalt or other type road. Although it shall have the right to do so, the Declarant does not represent, warrant, agree or promise to improve additional areas for ingress and egress purposes in the manner above describe, and shall be under no obligation to construct the described improvements.

Section 4. Further Roadway Improvements by the Declarant. The Declarant hereby reserves the right to improve in the manner hereafter set forth, at any time prior to January 1, 2006; additional ingress and egress roadways. The Declarant shall be under no obligation to construct such improvements, but any such improvements as it may construct shall be at its expense. Following completion of such improvements, however, such improvements shall become part of the Roadway and Facilities owned the Association and shall be maintained by the Association. The improvements which the Declarant is authorized by this Section to construct, place or erect shall consist of paving, curbing, Irrigation Facilities and landscaping similar to those located or constructed on the Properties.

Section 5. Further Expansion and Improvements of the Irrigation Facilities by the Declarant. The Declarant hereby reserves the right from time to time to improve and expand the existing Irrigation Facilities in the manner hereafter set forth at any time prior to January 1, 2006. The Declarant shall be under no obligation to improve or expand such Irrigation Facilities, but if it does do so, it shall do so at its own expense. Following completion of such expansion and improvement, however, such shall become part of the Facilities owned, and shall be maintained by the Association. The improvements which Declarant is authorized by this Section to make shall consist of additional underground sprinkler lines, heads and Irrigation Facilities, and may be located in, on or under, or adjacent to the Properties or the Common Area, and may either be separate from or connected to existing Irrigation Facilities.

Section 7. Covered Parking Spaces. The Association shall maintain and repair, at the expense of Class C Members, all covered parking spaces as shown on the attached **Exhibit "E"**.

### ARTICLE III

#### PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every Owner shall have the following easements and rights in and to the Common Area and Roadway which shall be appurtenant to and shall pass with the title to every Lot or Unit or Parcel: (i) a non-exclusive right and easement of enjoyment in and to the Recreational Facilities and Irrigation Facilities; and (ii) a non-exclusive easement for pedestrian and vehicular ingress and egress on, over and across such portion of the Roadway as is paved and intended for such use.

The rights and easements hereby granted, however, shall be subject to the following provisions:

(a) The right of the Association from time to time in accordance with its By-laws to establish, modify, amend and rescind reasonable rules and regulations regarding use of the Common Area;

(b) The right of the Association to charge reasonable admission and other fees for use of the Recreational Facilities;

(c) The right of the Association to suspend the voting rights and right to use of the Recreational Facilities by an Owner for any period during which any assessment levied under this Declaration against his Lot or Unit remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations; and

(d) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

No such dedication or transfer pursuant to (d) above, however, shall be effective unless an instrument agreeing to such dedication or transfer signed by the members having two-thirds (2/3rds) of the votes of each class of membership has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Common Area and Facilities to the members of his family, his tenants, or contract purchasers provided the foregoing actually reside at the Owner's Lot or Unit.

Section 3. Utility Easements. The Declarant hereby grants to all public and private utility companies now or hereafter providing water, sewer, electric power, telephone or other utility services to the Common Area and Roadway or any condominium, the Unit Owners of which are members of the Association, a non-

exclusive easement in, on and under the Common Area for the construction, maintenance, repair and replacement of their respective Facilities. The location and extent of such easement shall be as shown on any recorded instrument defining the same, and, in the absence of such express designation, such easements shall be located and extend six (6) feet on either side of the centerline of all Facilities respectively installed by each utility within the Common Area and Roadway provided, however, no portion of the Common Area occupied by any building constructed by the Declarant as part of the Common Area improvements or for any residential use shall be include within any easement area. Any subsequent easements for utility installation shall require prior approval from the Association.

Section 4. Easements Reserved in Common Area for Use in Connection with Other Condominiums or Homeowner Associations. The Declarant hereby reserves unto itself, its successors and assigns, the right to grant easements over any of the Common Area and Roadway not occupied by a building or recreation amenity to be used for, by or in connection with any condominiums which may hereafter be erected on land now or hereafter owned by the Developer within the Properties, or as may become necessary in providing such developments with utility services, drainage or Irrigation Facilities. Neither this reservation of rights, nor anything else herein contained is intended to, nor shall it, constitute or be deemed to constitute a commitment, warranty or representation by the Declarant to hereafter construct or develop such other condominiums and the Declarant hereby declares that it neither makes nor gives any such commitment, warranty or representation.

Section 5. Use of the Common Area. There shall be no obstruction of the Common Area, nor shall anything be kept or stored on any part of the Common Area or Roadway, nor in any improvement thereon, except as specifically provided herein, without the prior written consent of the Association or in accordance with the rules and regulations adopted by the Association. Nothing shall be altered on, constructed in, or removed from the Common Area or Roadway except with the prior written consent of the Association or in accordance with the rules ad regulations adopted by the Association.

Section 6. Prohibition of Certain Activities. No damage to, or waste of, the Common Area or Roadway or any part thereof, shall be committed by any Owner or any tenant or invitee of any Owner. An Owner shall be liable for damage or waste caused by him, or his tenants or invitees, to the extent provided by applicable law. No noxious, destructive or offensive activity shall be permitted on or in the Common Area or Roadway or any part thereof, nor shall anything be done thereon which may be or may become an annoyance or nuisance to any other Owner. No Owner may maintain, treat, landscape, sod, or place or erect any improvement or structure of any kind on the Common Area without the prior written approval of the Board of Directors.

Section 7. Pond. There is a pond in existence on the Common Area as depicted on page 3 of **Exhibit "D"** attached hereto (the "Pond"). No swimming, boating



or water sports or activity of any kind or nature shall be permitted in or on the Pond. The unnamed retention lake depicted in the north end of the Properties on pages 2-3 of **Exhibit "D"** is subject to an easement to the public recorded in the public records of Orange County, Florida.

Section 8. Parking of Vehicles. No Lot or Unit Owner or other person shall keep, park, store or leave boats, trailers, campers, recreation vehicles, inoperable motor vehicles or the like in any parking space or on the Properties at any time. Relative to those Unit Owners located at Vistas at Stonebridge, a Condominium, no street parking is permitted within the Properties except for temporary vendors or deliveries.

Section 9. Signs Prohibited. No sign of any kind shall be displayed in or on the Common Area or from the windows of Units. This Section, however, shall not apply to the Declarant.

Section 10. Animals. No animals shall be permitted on or in the Recreation Facilities at any time. All animal waste is to be removed at once by animal's owner.

Section 11. Rules and Regulations. No Owner shall violate the reasonable Rules and Regulations for the use of the Common Area, as the same are from time to time adopted by the Association.

Section 12. Title to Common Area. The Declarant shall convey title to any Common Area subject to such easements, reservations, conditions, limitations and restrictions as may appear of record.

Section 13. Easements reserved in Common Area. The Declarant hereby reserves unto itself, its successors and assigns, whether or not expressed in the deed thereto, the right to grant easements over any part of the Common Area for the installation, maintenance, replacement and repair of drainage, water, sewer, electric and other utility lines and Facilities, provided such easements benefit land which is or will become part of the Properties. The Declarant shall further have the right, but without obligation, to install drainage, as well as water, sewer and other utility lines and Facilities in, on, under and over the Common Area, provided such lines and Facilities benefit land which is or will be within the Properties. The Declarant further reserves unto itself, its successors and assigns whether or not expressed in the deed thereto, the right to grant easements over any of the Common Area for the purpose of ingress and egress to and from, and for utilities to serve, any properties which Declarant or its successors or assigns may now own or hereafter acquire which are adjacent to the Properties. The Association shall join in or separate execute any easements for the foregoing purposes which the Declarant shall direct or request from time to time.

Section 14. Surface Water Management Systems, Lakes and Wet Retention Ponds. The Association shall be responsible for maintenance of all SWMS, ditches, canals, lakes, and water retention ponds in the Properties. All SWMS within the

Properties which are accepted by or constructed by the Association, excluding those areas (if any) normally maintained by Orange County or another governmental agency, will be the ultimate responsibility of the Association, which may enter any portion of the Common Areas and make whatever alterations, improvements or repairs that are deemed necessary to provide or restore property water management. The cost shall be a Common Expense. Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any storm management systems or conservation areas, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including the Association. A copy of the permit and any future SFWMD permit actions shall be maintained in the Association's business office.

(a) No structure of any kind (including, but not limited to docks) shall be constructed or erected in or on, nor shall an Owner other than Declarant in any way change, alter, impede, revise or otherwise interfere with the flow or volume of water in any portion of any water management area, including, but not limited to, lakes, ponds, swales, drainage ways, or wet retention ponds or areas intended for the accumulation of runoff waters, without the specific written permission of the Association.

(b) No Owner or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes by Declarant, the Association, or any appropriate governmental agency that may reasonably require access. Nonexclusive easements therefore are hereby specifically reserved and created.

(c) No Lot, Unit, Parcel or Common Area shall be increased in size by filling in any lake, pond or other water retention or drainage areas 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 written consent of the Association. No person other than the Declarant or the Association may draw water for irrigation or other purposes from any lake, pond or other water management area, nor is any boating, swimming, or wading in such areas allowed.

(d) All SWMS and conservation areas, excluding those areas (if any) maintained by Orange County or another governmental agency, will be the ultimate responsibility of the Association. The Association may enter any Lot, Parcel or Common Area and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore proper SWMS. The cost shall be a Common Expense. NO PERSON MAY REMOVE NATIVE VEGETATION THAT MAY BECOME ESTABLISHED WITHIN THE CONSERVATION AREAS. "REMOVAL" INCLUDES DREDGING, APPLICATION OF HERBICIDE, PULLING AND CUTTING.

(e) Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any SWMS or conservation areas, without first obtaining the necessary permits from all governmental agencies having

jurisdiction, including South Florida Water Management District ("SFWMD"), the Association and the Declarant, its successors and assigns.

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, MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, JAPANESE CLIMBING FERN, CATTAILS, PRIMROSE WILLOW, AND GRAPE VINE. OWNERS ARE RESPONSIBLE FOR PERPETUAL MAINTENANCE OF SIGNAGE REQUIRED BY THE PERMIT ISSUED BY SFWMD, WHICH MAINTENANCE SHALL BE PERFORMED TO THE GREATEST DEGREE LAWFUL BY THE ASSOCIATION.

THE CONSERVATION AREAS ARE HEREBY DEDICATED AS COMMON AREAS. THEY SHALL BE THE PERPETUAL RESPONSIBILITY OF THE ASSOCIATION, AND MAY IN NO WAY BE ALTERED FROM THEIR NATURAL STATE. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO, CONSTRUCTION OR PLACING OF BUILDINGS ON OR ABOVE THE GROUND; DUMPING OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH; REMOVAL OR DESTRUCTION OF TREES, SHRUBS, OR OTHER VEGETATION - WITH THE EXCEPTION OF EXOTIC/NUISANCE VEGETATION REMOVAL; EXCAVATION, DREDGING OR REMOVAL OF SOIL MATERIAL; DIKING OR FENCING; ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.

Section 15. Proviso. Notwithstanding any other provision in this Declaration, no amendment of the governing documents by any person, and no termination or amendment of this Declaration, will be effective to change the Association's responsibilities for the SWMS or any conservation areas, unless the amendment has been consented to in writing by SFWMD. Any proposed amendment which would affect the SWMS or any conservation areas must be submitted to SFWMD for a determination of whether the amendment necessitates a modification of the surface water management permit. If the Association ceases to exist, all the Owners, shall be jointly and severally responsible for operation and maintenance of the SWMS facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility. SFWMD shall have the right to take enforcement measures, including a civil action for injunction and/or to compel the correction of any outstanding problems with the SWMS facilities.

Section 16. Provision for Budget Expense. In the event the Properties have on site wetland mitigation as defined in the regulations which requires monitoring and maintenance, the Association shall include in its budget an appropriate allocation of funds for monitoring and maintenance of the wetland mitigation area(s) each year until

SFWMD determines that the area(s) is successful in accordance with the Environmental Resource Permit.

Section 17. Use of Undeveloped Properties. For so long as there is any undeveloped property eligible for inclusion in the Properties, Declarant reserves the right to develop such property as single family detached properties, fee simple Townhomes, common area or uses other than condominium.

Section 18. Covered Parking Spaces for Class C Members. Class C Members will be entitled to have assigned to them by the Developer one (1) covered parking space per Unit. Unit Owner will not have the right to further assign the parking space. The parking space shall be an appurtenance to the Unit.

Section 19. Condominium's Easement for Encroachments. The Declarant hereby grants easements over the Common Area for encroachments by certain concrete slabs attached to certain lanais of Horizons at Stonebridge Place, a condominium.

#### ARTICLE IV

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Voting Rights. Every Owner of a Lot or Unit which is subject to assessment shall be a member of the Association. An Owner of more than one (1) Lot or Unit shall be entitled to one (1) membership for each Lot or Unit owned by him. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Unit which is subject to assessment, but shall be automatically transferred by conveyance of that Lot or Unit. The Declarant shall also be a member so long as it owns one or more Lots, Units or Parcels.

Section 2. The Association shall have three classes of voting membership:

Class A. Class A members shall be all Owners, and shall be entitled to one (1) vote for each Lot or Unit owned; provided, however, so long as there is Class B membership the Declarant shall not be a Class A member. When more than one person holds an interest in any Lot or Unit, all such persons shall be members. The vote for such Lot or Unit shall be exercised as such persons determine, but in no event shall more than one (1) vote be cast, nor shall any split or fractional vote be permitted with respect to any Class A Lot or Unit.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot or Unit owned. The Class B membership

shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earliest:

- (a) when the total votes outstanding in the Class A and Class C membership equal the total votes outstanding in the Class B membership,
- (b) on January 1, 2020, or
- (c) when the Declarant waives in writing its right to Class B membership.

Class C. The Class C member shall be Owners of Units at The Horizons at Stonebridge Place, a Condominium and shall be entitled to one (1) vote for each Lot or Unit owned. When more than one person holds an interest in any Lot or Unit, all such persons shall be members. The vote for such Lot or Unit shall be exercised as such persons determine, but in no event shall more than one (1) vote be cast, nor shall any split or fractional vote be permitted with respect to any Class C Lot or Unit.

## ARTICLE V

### RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1. Responsibilities. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Recreational Facilities, Irrigation Facilities, Roadway, streetlights, and any other Common Area, and shall keep the same in good, clean, and proper condition, order and repair. The Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the operation, administration and management of the Facilities and any other Common Area.

Section 2. Willful Damage by Owner. In the event that the need for any maintenance, repair or replacement of the Facilities is caused by the willful or negligent act, omission, or neglect of any Owner, or any member of any Owner's family or household, or any Owner's guest, invitee or tenant, and provided the Owner under applicable law is liable therefore, then the cost of such maintenance, repair or replacement shall be added to and become part of the assessment against that Owner's Lot or Unit.

Section 3. Easement for Irrigation Facilities. The Association is hereby granted a non-exclusive easement over, on, under, across and through the Properties for the purpose of maintaining, repairing, replacing and operating such of the Irrigation Facilities as may have been or may hereafter be installed by the Declarant in connection with its development of the Properties as one or more condominiums. No

easement pursuant to this Section shall exist, however, as to any portion of the Properties occupied by any building or improvement constructed by the Declarant as part of the condominium or other improvements thereon.

Section 4. Manager. The Association may obtain, employ and pay for the services of an entity or person, hereinafter called the "Manager", to manage its affairs and carry out some or all of its responsibilities hereunder to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Facilities and any other Common Area, whether such personnel are furnished or employed directly by the Association or by the Manager. The Association may obtain and pay for such legal, accounting, and management services as it deems necessary or desirable in connection with its affairs, the operation of the Facilities or the enforcement of this Declaration. The Association may arrange with others to furnish water, trash collection, sewer service and other common services to the Recreational Facilities. Professional management agreements must be terminable for cause upon thirty (30) days notice, and run for a reasonable period from one (1) to three (3) years and be renewable by consent of the Association and the Manager.

Section 5. Personal Property for Common Use. The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions as may from time to time be provided in the Association's Articles or by-Laws.

Section 6. Rules and Regulations. The Association from time to time may adopt, alter, amend, and rescind reasonable rules and regulations governing the use of the Facilities and any other Common Area, which rules and regulations shall be consistent with the rights and duties established by this Declaration.

Section 7. Insurance. The Association at all times shall procure and maintain adequate policies of public liability and fire and extended coverage casualty insurance upon such of the Facilities and other Common Area as it deems advisable or necessary. The Association additionally shall cause all persons responsible for collecting and disbursing Association monies to be insured or bonded with adequate fidelity insurance or bonds. The form and extent of such insurance coverage at all times shall meet all minimum requirements, if any, established by the FHA.

Section 8. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, its Articles, or By-Laws, and every other right or privilege reasonably implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate the exercise of any right or privileges granted herein.

Section 9. Restriction on Capital Improvements. All capital improvements to the Common Area, except for replacement or repair of those items installed by the

Declarant as part of the Facilities and except for personal property related to the maintenance of the Facilities, shall require the approval of two-thirds (2/3rds) of the votes of each class of membership present in person or by proxy at a meeting of the membership called for such purpose.

## ARTICLE VI

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot or Unit within the Properties, hereby covenants, and each Owner of any Lot or Unit by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and (3) specific assessments or charges against a particular Lot or Unit as may be provided by the terms of this Declaration. The annual and special assessments, together with interest, costs and reasonable attorneys' fees, shall be a charge on the land and shall be a lien upon the property against which each assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them.

For Class A and Class C Units, there shall be an initial fee for payment of expenses and operating costs, payable to the Association, in the amount of \$300.00 per Unit, which fee shall be paid by each initial purchaser of a newly constructed Unit at the time of Closing and transfer of title on their Unit, which may be used by the Association in the day-to-day operations of the Association.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Facilities and carrying out of the responsibilities of the Association.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot or Unit to an Owner, the maximum annual assessment shall be One Thousand One Hundred Forty and No/100 Dollars (\$1,140.00) per Lot or Unit.

- (a) From and after January 1 of the year immediately following the conveyance of the first Lot or Unit to an Owner, the maximum annual assessment may be increased each year not more than

fifteen percent (15%) above the maximum assessment for the previous year without a vote of the membership.

- (b) From and after January 1 of the year immediately following the conveyance of the first Lot or Unit to an Owner, the maximum annual assessment may be increased above the fifteen percent (15%) increase permitted by Section 3(a) above, by a vote of two-thirds (2/3rds) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.
- (c) The Board of Directors may fix the annual assessment to an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose, and provided further that this right of the Association shall be subject to the restriction of Article V, Section 9.

Section 5. Notice of meeting and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 and 4 of this Article shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the presence of members or of proxies entitled to cast one-third (1/3) of all the votes of each Class of membership. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Both annual and special assessments shall be fixed at a uniform rate for all Units and may be collected on a monthly basis, subject to Section 7 of this Article. Until the Declarant terminates its responsibility to pay the Deficiency, as provided in Section 7 of this Article, and provided no additional land has been annexed or added to the Properties pursuant to Article VII, the assessments fixed against each Unit Owner, other than the Declarant, shall be 1/310 of the total assessment levied.

Section 7. Declarant's Assessment. Notwithstanding the foregoing requirement of uniformity, or any other provision of this Declaration or the Association's



Articles or By-Laws to the contrary, as long as there is Class B membership in the Association, the Declarant shall not be obligated for, nor subject to, any additional assessment for any Unit or Parcel which it may own, provided: (i) the annual assessment paid by the other owners shall not exceed the maximum assessment permitted by Section 3 of this Article; and (ii) the Declarant shall be responsible for paying the difference between the Association's expenses of operation otherwise to be funded by annual assessments and the amount received from owners, other than the Declarant, in payment of the annual assessments levied against their respective Units. Such difference, herein called the "Deficiency" shall not include any reserve for replacements, operating reserves, depreciation reserves or capital expenditures. However, in no event, shall such Deficiency be less than an amount equal to 25% of the annual assessment established for Units owned by Class A members other than the Declarant. The Declarant may at any time give written notice to the Association terminating its responsibility for the Deficiency, and waiving its right to exclusion from annual assessments. Upon giving such notice, or upon termination of Class B membership, whichever is sooner, each Unit owned by the Declarant shall be assessed at twenty-five percent (25%) of the annual assessment established for Units owned by Class A members other than the Declarant. For the purposes of the foregoing sentence, any parcel owned by the Declarant which is part of the Properties described on attached **Exhibit "A"** shall be deemed to contain fifty five (55) Units or Lots per acre (rounded to the nearest whole number), until it has been developed into Lots or Units and the actual number determined. Upon transfer of title of a Lot or Unit owned by the Declarant, the Lot or Unit shall be assessed in the amount established for Lots or Units owned by Owners other than the Declarant, prorated as of, and commencing with, the month following the date of transfer of title. Notwithstanding the foregoing, any Lots or Units from which the Declarant derives any rental income, or holds an interest as mortgagee or contract seller, shall be assessed at the same amount as Lots or Units owned by Owners other than the Declarant, prorated as of and commencing with, the month following the execution of the rental agreement or mortgage, or the contract purchaser's entry into possession, as the case may be.

Section 8. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots or Units subject thereto on the first day of the month following the recording of the conveyance of the Common Area from the Declarant to the Association. Subject to Article VI, Section 7 above, the annual assessments for any land hereafter annexed or added to the Association pursuant to Article VII hereof shall commence; (i) as to such Lots or Units as are within the annexed area as of the date of annexation, on the first day of the month following annexation; and (ii) as to such Lots or Units completed within the annexed area after the date of annexation, on the first day of the month following issuance of a certificate of occupancy therefore. The first annual assessment against any Lot or Unit shall be adjusted and prorated according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot or Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to

every Owner subject thereto. Unless otherwise established by the Board of Directors annual assessments shall be collected on a monthly basis. The due date for special assessments shall be as established by the Board of Directors. The Association shall upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot or Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot or Unit shall be binding upon the Association as of the date of its issuance.

Section 9. Lien for Assessments. All sums assessed to any Unit pursuant to this Declaration, including Lots or Units owned by the Declarant who may elect to fund assessments as provided in Article VI, Section 7, together with interest and all costs and expenses of collection, including reasonable attorney's fees, shall be secured by a lien on such Lot or Unit in favor of the Association. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage which is given to or held by an Institutional Lender, or which is guaranteed or insured by the FNMA, FHA or VA. Except for liens for all sums secured by a first Mortgage or such maintenance assessments, all other lienors acquiring liens on any Unit after the recordation of this Declaration in the Public Records of Orange County shall be deemed to consent that such liens shall be inferior to liens for assessments, as provided herein, whether or not such consent is specifically set forth in the instruments creating such liens. The recordation of this Declaration in the Public Records of Orange County, Florida, shall constitute constructive notice to all subsequent purchasers and creditors of the existence of the lien hereby created in favor of the Association and the priority thereof.

Section 10. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot or Unit. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Facilities or any other part of the Common Area, or abandonment of his Lot or Unit.

Section 11. Foreclosure. The lien for sums assessed pursuant to this Declaration may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property may be foreclosed in Florida. In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association any assessments against the Lot or Unit which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the Lot or Unit foreclosed, and thereafter to hold, convey, lease, use and otherwise deal with the same as the Owner thereof. In the event the foreclosure sale results in a deficiency, the Court

ordering the same may, in its discretion, enter a personal judgment against the prior Owner thereof for such deficiency, in the same manner as is provided for foreclosure of Mortgages in the State of Florida. Any Lot or Unit acquired by the Association pursuant to this section shall be resold by it as soon as practicable.

Section 12. Homestead. By acceptance of a deed thereto, the Owner of each Lot or Unit shall be deemed to acknowledge conclusively that the obligations evidenced by the assessments provided for in this Declaration are for the improving and maintenance of any homestead maintained by such Owner on such Owner's Lot or Unit, and has been consensually granted. This Section is not intended to obligate the Association to expend assessment funds to improve or maintain any individual Lot or Unit which may be homestead property, but only to waive any exemption from foreclosure of assessment or other liens created by this Declaration by reason of any homestead exemption provisions of Florida law.

Section 13. Subordination of the Lien to Mortgages. The sale or transfer of any Lot or Unit shall not affect the assessment lien. However, the sale or transfer of any Lot or Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or Unit from liability for any assessments thereafter becoming due or from the lien thereof. The Association shall, upon written request, report to any First Mortgagee of a Lot or Unit any assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due, and shall give such First Mortgagee a period of thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings against the Lot or Unit; provided, however, that such First Mortgagee first shall have furnished to the Association written notice of the existence of its Mortgage, which notice shall designate the Lot or Unit encumbered by a proper legal description and shall state the address to which notices pursuant to this Section are to be given. Any First Mortgagee holding a lien on a Lot or Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Article.

Section 14. Cable Television. Declarant may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television service companies for the provision of cable television services to the community and all Dwellings and Lots or Units included therein. If such agreement is established, the fees for the cable television service payable to the service provider shall be a common expense payable by the Association and shall be included within the annual budget for which the assessments are levied each year. No Owner may avoid or escape liability for any portion of the assessments by election not to utilize the cable television service.

Section 15. Telephone Service. Declarant may, but shall not be obligated to, coordinate and establish an agreement with one or more telephone service companies for the provision of telephone services to the community and all Dwellings and Lots or Units included therein. If such agreement is established, the fees for the telephone

service payable to the service provider shall be a common expense payable by the Association and shall be included within the annual budget for which the assessments are levied each year. No Owner may avoid or escape liability for any portion of the assessments by election not to utilize the telephone service.

Section 16. Visual Security. Declarant may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television service companies for the provision of a visual security service channel to the community and all Dwellings and Units included therein. If such agreement is established, the fees for the visual security service channel payable to the service provider shall be a common expense payable by the Association and shall be included within the annual budget for which the assessments are levied each year. No Owner may avoid or escape liability for any portion of the assessments by election not to utilize the visual security service channel.

Section 17. Community Bulletin Board. Declarant may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television service companies for the provision of a community bulletin board channel to the community and all Dwellings and Units included therein. If such agreement is established, the fees for the community bulletin board channel payable to the service provider shall be a common expense payable by the Association and shall be included within the annual budget for which the assessments are levied each year. No Owner may avoid or escape liability for any portion of the assessments by election not to utilize the community bulletin board channel.

## ARTICLE VII

### HUD AND VA APPROVAL

Section 1. General Plan of Development. The Declarant has on file at its business office, presently located at 555 Winderley Place, Suite 420, Maitland, FL 32751, a copy of the general plan of development (the "General Plan") for the land which is subject to this Declaration, showing a general indication of the size and location of developments; the approximate size and location of Common Area, if any; and the general nature of any proposed Common Area Facilities and improvements, if any. Such General Plan shall not bind the Declarant to make any such Common Areas or adhere to the General Plan. Such General Plan may be amended or modified by the Declarant, in whole or in part, at any time, or discontinued. As used herein, the term "General Plan" shall mean such general plan of development together with any amendments or modifications thereof hereafter made.

Section 2. HUD, FHA or VA Approval. As long as there is a Class B member, the following actions will require the prior approval of HUD or FHA or VA:

- (a) Dedication of additional Common Areas;

- (b) Amendment of the Articles of Incorporation of the Association;
- (c) Amendment of the Bylaws of the Association;
- (d) Dissolution of the Association;
- (e) Amendment of this Declaration; and
- (f) Annexation of additional properties.

Such approval need not be evidenced in writing and the recording, filing or dedication, as appropriate, shall be presumed to have such approval when made.

Section 3. Acceptance of Land. In the event that the Declarant conveys, from time to time, any portion or portions of the real property contained within the real property described in **Exhibit "A"** attached hereto to the Association, the Association is irrevocably bound to accept such conveyance.

## ARTICLE VIII

### GENERAL PROVISIONS

Section 1. Additional Restrictions. In addition to this Declaration, the Declarant may record for parts of the Properties additional deed restrictions applicable thereto either by master instrument or individually recorded instruments. Such deed restrictions may vary as to different parts of the Properties in accordance with the Declarant's development plan and the location, topography and intended use of the land made subject thereto. To the extent that part of the Property is made subject to such additional deed restrictions, such land shall be subject to additional deed restrictions and this Declaration. The Association shall have the duty and power to enforce such deed restrictions and to exercise any authority granted to it by them. Nothing contained in this Section shall require the Declarant to impose uniform deed restrictions or to impose additional deed restrictions of any kind on all or any part of the Properties.

Section 2. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of the Owners of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded in the public records of the County, after which time the covenants, conditions and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the end of such twenty-five (25) year period, or each successive ten (10) year period, an instrument signed by the then Owners of eighty (80%) percent of the Lots agreeing to terminate the covenants, conditions and restrictions at the end of such twenty-five (25)

year or ten (10) year period has been recorded in the public records of the County. Provided, however, that no such agreement to terminate the covenants, conditions and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change. This Section may not be amended.

Section 3. Enforcement. The Association, the Declarant and any Owner, shall each have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or as may be expressly authorized by deed restrictions as described in Section 1 of this Article. Failure of the Association, Declarant, or any Owner to enforce any covenant or restriction herein or therein contained shall in no event be deemed a waiver of the right to do so thereafter. If a person or party is found in the proceedings to be in violation of or attempting to violate the provisions of this Declaration or such deed restrictions, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees, including those on appeal, incurred by the party enforcing them. Declarant and Association shall not be obligated to enforce this Declaration or such deed restrictions and shall not in any way or manner be held liable or responsible for any violation of this Declaration or such deed restrictions by any person other than itself.

Section 4 Severability. Invalidation of any one of the provisions of this Declaration, by law, judgment or court order shall in no way effect any other provisions of this Declaration, and such other provisions shall remain in full force and effect.

Section 5. Amendment. This Declaration may be amended from time to time by recording among the Public Records of Orange County, of an instrument signed either by:

- (a) The Declarant, as provided in Section 6 of this Article; or
- (b) A vote of two-thirds (2/3) of the Voting Members of each class of membership, at a meeting called for such purpose; or
- (c) By the duly authorized officers of the Association provided such amendment by the Association officers has been approved in the manner provided in Paragraph (b) of this Section; or

Notwithstanding anything herein to the contrary, so long as the Declarant, or its assigns shall own any Lot no amendment shall diminish, discontinue or in any way adversely affect the rights of the Declarant under this Declaration, nor shall any amendment pursuant to (b) or (c) above be valid unless approved by the Declarant, as evidenced by its written joinder. Any amendment to this Declaration which would affect any SWMS located within the Properties must have the prior approval of SWFWMD; such approval need not be recorded.

Section 6. Exception. Notwithstanding any provision of this Article to the contrary, the Declarant shall have the right to amend this Declaration, from time to time, for a period of ten (10) years from the date of its recording to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, or any other governmental agency or body as a condition to, or in connection with such agency's or body's agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots or any other amendment which Declarant deems necessary, provided such amendment does not destroy or substantially alter the general plan or scheme of development of the Properties. Any such amendment shall be executed by the Declarant and shall be effective upon its recording among the Public Records of Orange County, Florida. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment.

Section 7. FNMA Requirements. Upon written request to the Association, identifying the name and address of the eligible mortgage holder or insurer or guarantor thereof and the Lot number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of: (a) any condemnation loss or any casualty loss which affects a material portion of any Lot on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable; (b) any delinquency in the payment of assessments or charges owed by any Owner of a Lot subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days; (c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; or (d) any proposed action which would require the consent of a specified percentage of mortgage holders.

Section 8. Notice. Any notice required to be sent to any Owner under the provisions of this instrument shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of said Owner.

Section 9. Assignment. Declarant shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from such person, firm, or corporation as it shall select, any or all rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant by any part or paragraph of this Declaration or under the provisions of the Plat. If at any time hereafter there shall be no person, firm, or corporation entitled to exercise the rights, powers, easements, privileges, authorities, and reservations given to or reserved by Declarant under the provisions hereof, the same shall be vested in and exercised by a committee to be elected or appointed by the Owners of a majority of Lots. Nothing herein contained, however, shall be construed as conferring any rights, powers, easements, privileges, authorities or reservations in said committee, except in the event aforesaid.

Section 10. Withdrawal. Anything herein to the contrary notwithstanding, the Declarant reserves the absolute right to amend this Declaration at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of the Properties from the provisions of this Declaration.

Section 11. FHA/VA/FNMA Approval. As long as there is a Class B membership, and provided FHA or VA approval is sought by Declarant, the following actions will require the prior approval of the FHA or VA: annexation of additional properties, dedication of Common Area, and amendment of this Declaration, the Articles and/or Bylaws. Absolute liability is not imposed on Lot Owners for damage to Common Area or Lots in the Properties.

Section 12. Annexation.

(a) Additions to Properties and General Plan

(1) Additions to the Properties. Additional land, which is described on **Exhibit "F"** attached hereto and incorporated herein by reference, may be brought within the jurisdiction and control of the Association in the manner specified in this Section 12 and made subject to all the terms of this Declaration as if part of the Properties initially included within the terms hereof, provided such is done within twelve (12) years from the date this instrument is recorded and provided further that if FHA or VA approval is sought by Declarant, the VA or FHA approves such action. Notwithstanding the foregoing, however, under no circumstances shall the Declarant be required to make such additions, and until such time as such additions are made to the Properties in the manner hereinafter set forth, no other real property owned by the Declarant or any other person or party whomsoever, other than the Properties, shall in any way be affected by or become subject to the Declaration. Any land which is added to the Properties as provided in this Article shall be developed only for use as designated on the General Plan, subject to Declarant's rights to modify, unless FHA or VA approval has been sought by Declarant and subsequent to that approval being obtained the VA or FHA shall approve or consent to an alternate land use. All additional land which pursuant to this Article is brought within the jurisdiction and control of the Association and made subject to the Declaration shall thereupon and thereafter be included within the term "Properties" as used in this Declaration.

Notwithstanding anything contained in this Section and in said General Plan, the Declarant neither commits to, nor warrants or represents, that any such additional development shall occur.

(2) General Plan of Development. The Declarant has heretofore submitted to the Orange County Planning and Zoning Department a plan of development (the "General Plan") for the land which may become subject to this Declaration, showing a general indication of the size and location of additional developments which may be added in subsequent stages and proposed land uses in



each; the approximate size and location of Common Area for each stage; and the general nature of any proposed Common Area facilities and improvements. Such General Plan shall not bind the Declarant to make any such additions or adhere to the General Plan. Such General Plan may be amended or modified by the Declarant, in whole or in part, at any time, or discontinued.

(b) Procedure for Making Additions to the Properties. Additions to the Properties may be made, and thereby become subject to this Declaration by, and only by, one of the following procedures;

(1) Additions in Accordance with a General Plan of Development. The Declarant shall have the right from time to time in its discretion and without need for consent or approval by either the Association or its members, to bring within the jurisdiction and control of the Association and make subject to the scheme of this Declaration additional land, provided that such additions are in accordance with the General Plan or any amendments or modifications thereof.

(2) Mergers. Upon a merger or consolidation of the Association with another non-profit corporation as provided in its Articles, its property (whether real, personal or mixed), rights and obligations may, by operation of law, be transferred to the surviving or consolidated corporation or, alternatively, the Property, rights and obligations of the other non-profit corporation may, by operation of law, be added to the property, rights and obligations of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other land as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Properties. No such merger or consolidation shall be effective unless approved by two thirds (2/3) vote of each class of members of the Association present in person or by proxy at a meeting of members called for such purpose, and, if VA or FHA approval has been sought by Declarant, by the VA or FHA.

(c) General Provisions Regarding Additions to the Properties.

(1) The additions authorized under Section b(1) of this Article shall be made by the Declarant filing of record a Supplement to Declaration of Covenants, Conditions and Restrictions with respect to the additional land extending the scheme of the covenants and restrictions of this Declaration to such land, except as hereinafter provided in Section c(4). Such Supplement need only be executed by the Declarant and shall not require the joinder or consent of the Association or its members. Such Supplement may contain such complimentary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land or permitted use thereof. In no event,

however, shall such Supplement revoke, modify or add to the covenants established by this Declaration as such affect the land described on the attached **Exhibit "A"**.

(2) Regardless of which of the foregoing methods is used to add additional land to that subject to the terms and provision of this Declaration, no addition shall revoke or diminish the rights of the Owners of the Properties to the utilization of the Common Area as established hereunder except to grant to the owners of the lands being added to the Properties the right to use the Common Area according to the terms and conditions as established hereunder, and the right to vote and be assessed as herein after provided.

(3) Prior to the addition of any land pursuant to Section b(1) of this Article, the Declarant shall submit to VA or FHA plans for the development thereof, if Declarant has sought VA or FHA approval.

(4) Notwithstanding anything to the contrary contained in this Article or elsewhere in this Declaration, so long as Declarant, its successors or assigns, shall only hold an option to purchase, and not have fee simple title to, any land which is proposed to be added to the Properties, such land may not be added to the Properties pursuant to this Article without the joinder of the fee simple owner thereof and the joinder of the holders of all mortgage liens, if any, thereon.

(5) Nothing contained in this Article shall obligate the Declarant to make any additions to the Properties.

(d) Voting Rights of the Declarant as to Additions to the Properties. The Declarant shall have no voting rights as to the lands it proposes to add to the Properties until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article. Upon such land or portion thereof being added to the Properties, the Declarant shall have the Class B voting rights as to the Lots thereof as is provided by this Declaration.

(e) Assessment Obligation of the Declarant as to Additions to the Properties. The Declarant shall have no assessment obligation as to the land it proposes to add to the Properties until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article. At such time, the Declarant shall have the assessment obligation with regard to Lots or Units which it owns, upon the same terms and conditions as contained in this Declaration.

Section 13. Expansion or Modification of Common Areas. Additions or modifications to the Common Area may be made if not inconsistent with the General Plan and any amendments thereto. Neither the Declarant, its successors or assigns, shall be obligated, however, to make any additions or modifications. Declarant further reserves the right to change the configuration or legal description of the Common Areas due to changes in development plans.

## ARTICLE IX

### MASTER ASSOCIATION

Section 1. The METROWEST MASTER ASSOCIATION, INC., a Florida non-profit corporation, has been established to administer, operate and maintain certain land and facilities in the MetroWest community for all residents of MetroWest, whether in a condominium form of ownership or otherwise, as more particularly described in the Master Declaration of Protective Covenants and Restrictions For MetroWest, recorded in O.R. Book 3759, Page 2756, Public Records of Orange County, Florida, and all amendments thereto, which are made from time to time, all of which are hereinafter collectively referred to as the "Master Declaration".

The Master Declaration provides for the Master Association, on property not covered by the Association, to operate, maintain and repair certain common area, and any improvements thereon, including, but not limited to any Surface Water Management System (hereinafter referred to as "SWMS"), lakes, retention areas, culverts and/or related appurtenances which may be located within its jurisdiction; to maintain, operate, replace and repair any irrigation facilities servicing land which the Master Association is obligated to maintain, including but not limited to, the grassed or landscaped areas of the common area; and take such other action as the Master Association is authorized to take with regard to the properties as defined pursuant to its Articles of Incorporation and Bylaws or its Declaration.

All costs, fees and assessments for which any Unit may be obligated by virtue of the Master Declaration, this Declaration and any exhibits thereto with regard to the Master Association and the common property and other facilities maintained and operated by the Master Association, shall be and are hereby deemed to be a Common Expense payable to the Association as provided herein.

Membership in the Master Association is mandatory. The Unit Owner of any portion of the Properties which is subject to the jurisdiction of the Master Association shall NOT be a member of the Master Association. The President of the Association shall be the representative to act on behalf of the Association at all meetings of the Master Association. The Association shall have a number of votes in the Master Association equal to the number of Property Units, as defined in the Master Declaration, under the jurisdiction of the Association, with voting rights to be exercised as set forth in the Master Declaration, and Articles of Incorporation and Bylaws of the Master Association.

The Master Declaration provides for the making and collecting of assessments from Unit Owners by the Association, as a Master Association member, for the expenses of operating the Master Association, maintaining the common properties, and otherwise carrying out the duties and responsibilities of the Master Association under

the Master Declaration. The Master Association has been granted a lien by the Master Declaration against each, and other rights, to secure payment of any assessment or other amounts due with respect to such Unit.

Assessments for Common Expenses attributable to Units under the jurisdiction of the Association shall be collected by the Association and remitted directly to the Master Association, even though such assessments are the responsibility of the Unit Owners. The Association shall include in its budget each year an amount sufficient to pay all assessments for common expenses levied by the Master Association against each Unit which is subject to the jurisdiction of the Association. The Association shall have the duty to collect assessments it imposes which includes the Assessments levied by the Master Association.

Each Unit Owner, as a member of the Association, which is a member of the Master Association, and their guests, lessees and invitees, is granted a non-exclusive right and easement over, across and through, and of use and enjoyment as to the common property, other than Exclusive Common Areas, as defined in the Master Declaration, whose use is restricted by rule of the Master Association to Owners of particular Neighborhood Units, as defined in the Master Declaration, subject to the Master Declaration, the Articles of Incorporation and Bylaws of the Master Association, and all rules and regulations promulgated by the Master Association.

Each Unit Owner, and every lessee, invitee, licensee, agent, servant, guest and family member of any Owner shall be bound by the Articles of Incorporation and Bylaws of the Master Association, the terms and conditions of the Master Declaration, and all rules and regulations promulgated by the Master Association.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration to be executed by its duly authorized officers and affixed its corporate seal as of this 25<sup>th</sup> day of November, 2002

**DECLARANT:**

Signed, Sealed and Delivered  
in the presence of:

Judith L. Duncan  
Judith L. Duncan  
Print name

Louis Harvey  
Louis Harvey  
Print name

Pulte Home Corporation, a Michigan  
corporation

By: [Signature]  
Print name: Jim Leiferman  
As: Attorney-in-fact

(CORPORATE SEAL)

STATE OF FLORIDA )  
COUNTY OF SEMINOLE )

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of NOVEMBER, 2002, by JIM LEIFERMAN, as ATTORNEY-IN-FACT of Pulte Home Corporation, a Michigan corporation on behalf of the corporation. Who is personally known to me ~~or produced~~ \_\_\_\_\_ as identification.

**DIANA M. CABRERA**  
Notary Public - State of Florida  
Commission #DD 015582  
My Commission Expires April 4, 2005

*Diana M. Cabrera*  
(Signature of Notary Public)

DIANA M. CABRERA  
(Type, Print or Stamp)

Commissioned Name of Notary Public)

Date of Expiration and Number

Of Commission: EXPIRES: APRIL 4, 2005

Commission #: DD 015582

**Legal Description**

Lot 1, STONEBRIDGE PLACE, according to the plat thereof, as recorded in Plat Book 50,  
Pages 108 through 109, of the Public Records of Orange County, Florida.

CONDOMINIUM EXHIBIT BOOK  
 AND PAGE  
 SHEET 1 OF 8

### STONEBRIDGE PLACE COMMUNITY ASSOCIATION, INC.

#### PROPERTY DESCRIPTION

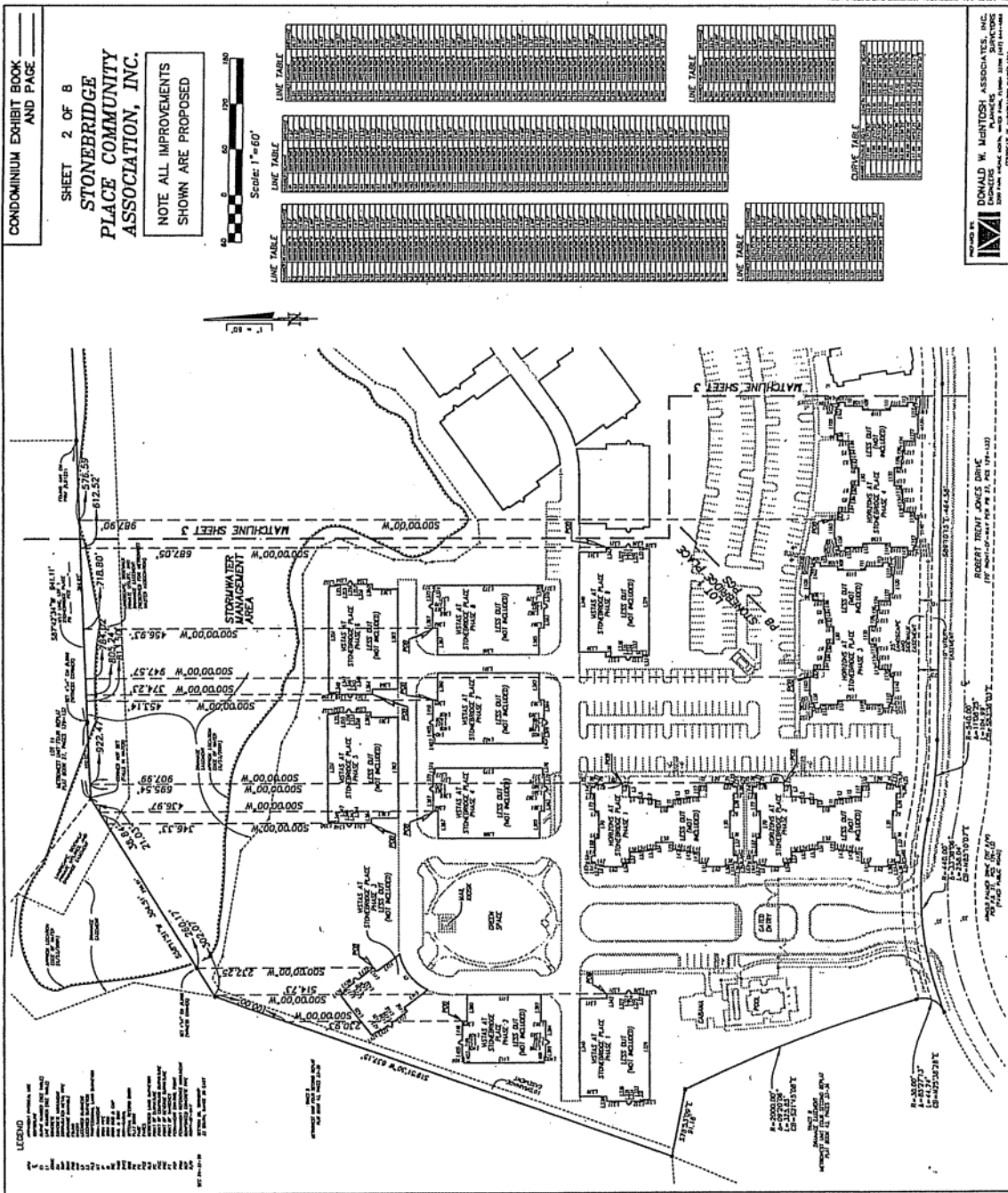
**NOTES:**

- This is not a survey.
- Bearings based on the Northern line of Lot 1, STONEBRIDGE PLACE, as being S 63°02'04" W (per plot).
- Common Areas shall consist of cabana building, with walkways, halls and patio; fitness center, fully equipped and air conditioned; one manager's office and one maintenance storage facility; pool (not heated), deck, patio furniture, fenced; gated entry; private roads; car wash; irrigation; green space for passive enjoyment; postal kiosk and trash dumpsters.

I hereby certify that this plan, subject to the provisions of the Florida Condominium Act, Chapter 718, Florida Statutes, was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer in the State of Florida. My Commission No. 12345, expires on 12/31/2024.

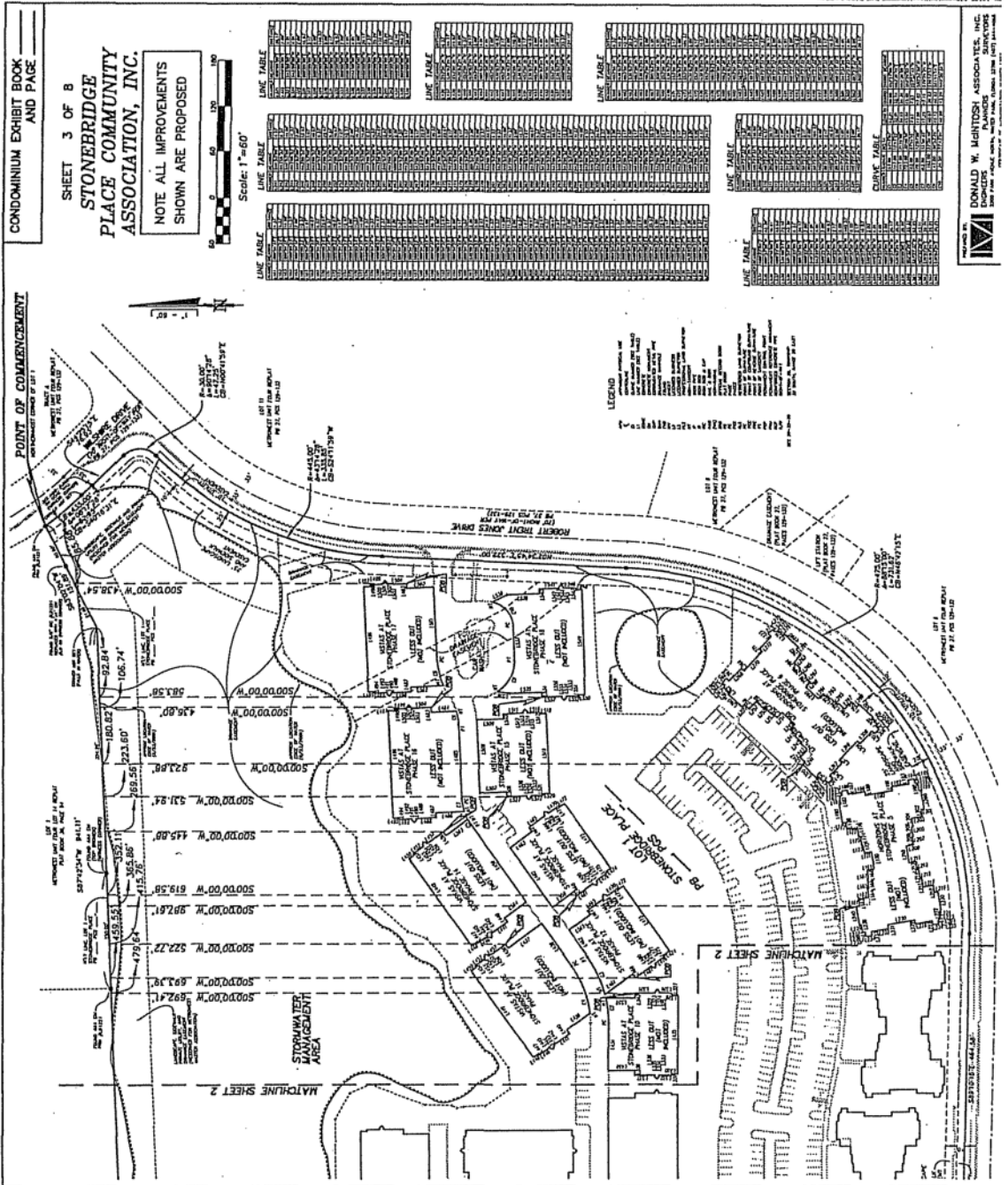
**DONALD W. MIGHTOSH ASSOCIATES, INC.**  
 12345 Main Street, Suite 100, Orlando, FL 32801  
 DONALD W. MIGHTOSH, P.E.  
 REGISTERED PROFESSIONAL ENGINEER  
 STATE OF FLORIDA, LICENSE NO. 12345

Exhibit "D"



PREPARED BY  
**DONALD W. MINTOSH ASSOCIATES, INC.**  
REGISTERED PROFESSIONAL ENGINEER  
200 WEST BROADWAY, SUITE 1000  
NEW YORK, NY 10038  
PHONE: (212) 512-1000  
FAX: (212) 512-1001  
WWW.DWMASSOCIATES.COM





PREPARED BY  
**DONALD W. MONTGOMERY ASSOCIATES, INC.**  
SURVEYORS AND ENGINEERS  
1000 N. 10TH AVENUE, SUITE 200, DENVER, CO 80202  
PH: 303.733.1100  
FAX: 303.733.1101









CONDONINIUM EXHIBIT BOOK  
AND PAGE

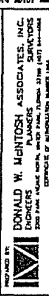
SHEET 8 OF 8  
STONEBRIDGE  
PLACE COMMUNITY  
ASSOCIATION, INC.

LESS AND EXCEPT VSTAS AT STONEBRIDGE PLACE PHASE 16, described as follows:  
Commence at the northernmost corner of said Lot 1, STONEBRIDGE PLACE, according to the plat thereof, as recorded in Plat Book No. 5033274-W through No. 5033274-W along the Northerly line of the Public Records of Orange County, Florida, and run S53°32'04"W for a distance of 436.80 feet to the POINT OF BEGINNING; thence run S87°27'32"W for a distance of 6.33 feet; thence run S02°32'28"E for a distance of 33.21 feet to a point on a non-tangential curve concave Northerly having a radius of 78.00 feet and a chord bearing S14°07'38"W for a distance of 17.88 feet to the point of tangency; thence run S07°27'32"W for a distance of 97.27 feet to the point of curvature of a curve concave Southerly having a radius of 82.00 feet and a chord bearing of S79°29'21"W; thence run Westerly along the arc of said curve for a distance of 17.88 feet; thence run S07°27'32"W for a distance of 37.63 feet; thence run S07°27'32"W for a distance of 6.33 feet; thence run N02°32'28"W for a distance of 26.17 feet; thence run S07°27'32"W for a distance of 2.00 feet; thence run N47°32'28"W for a distance of 4.01 feet; thence run N42°27'32"E for a distance of 4.01 feet; thence run N02°32'28"W for a distance of 16.83 feet; thence run N87°27'32"E for a distance of 2.17 feet; thence run N02°32'28"W for a distance of 8.00 feet; thence run N87°27'32"E for a distance of 140.33 feet; thence run S02°32'28"E for a distance of 8.00 feet; thence run N87°27'32"E for a distance of 2.17 feet; thence run S02°32'28"E for a distance of 2.00 feet; thence run S47°32'28"E for a distance of 4.01 feet; thence run S42°27'32"E for a distance of 4.01 feet; thence run S07°27'32"W for a distance of 2.00 feet; thence run S02°32'28"E for a distance of 26.17 feet to the POINT OF BEGINNING;

LESS AND EXCEPT VSTAS AT STONEBRIDGE PLACE PHASE 17, described as follows:  
Commence at the northernmost corner of said Lot 1, STONEBRIDGE PLACE, according to the plat thereof, as recorded in Plat Book No. 5033274-W through No. 5033274-W along the Northerly line of the Public Records of Orange County, Florida, and run S53°32'04"W for a distance of 436.80 feet to the POINT OF BEGINNING; thence run S07°27'32"W for a distance of 6.33 feet; thence run S02°32'28"E for a distance of 33.21 feet; thence run S14°07'38"W for a distance of 17.88 feet to the point of tangency; thence run S07°27'32"W for a distance of 97.27 feet to the point of curvature of a curve concave Southerly having a radius of 82.00 feet and a chord bearing of S79°29'21"W; thence run Westerly along the arc of said curve through a central angle of 22°39'40" for a distance of 40.07 feet to a point of non-tangency; thence run N02°32'28"W for a distance of 4.11 feet; thence run S07°27'32"E for a distance of 2.00 feet; thence run N47°32'28"W for a distance of 4.01 feet; thence run N42°27'32"E for a distance of 4.01 feet; thence run N02°32'28"W for a distance of 16.83 feet; thence run N87°27'32"E for a distance of 2.17 feet; thence run N02°32'28"W for a distance of 8.00 feet; thence run N87°27'32"E for a distance of 2.17 feet; thence run S02°32'28"E for a distance of 8.00 feet; thence run N87°27'32"E for a distance of 2.17 feet; thence run S02°32'28"E for a distance of 2.00 feet; thence run S47°32'28"E for a distance of 4.01 feet; thence run S42°27'32"E for a distance of 4.01 feet; thence run S07°27'32"W for a distance of 2.00 feet; thence run S02°32'28"E for a distance of 26.17 feet to the POINT OF BEGINNING;

LESS AND EXCEPT VSTAS AT STONEBRIDGE PLACE PHASE 18, described as follows:  
Commence at the northernmost corner of said Lot 1, STONEBRIDGE PLACE, according to the plat thereof, as recorded in Plat Book No. 5033274-W through No. 5033274-W along the Northerly line of the Public Records of Orange County, Florida, and run S53°32'04"W for a distance of 436.80 feet to the POINT OF BEGINNING; thence run S07°27'32"W for a distance of 6.33 feet; thence run S02°32'28"E for a distance of 33.21 feet; thence run S14°07'38"W for a distance of 17.88 feet to the point of tangency; thence run S07°27'32"W for a distance of 97.27 feet to the point of curvature of a curve concave Southerly having a radius of 82.00 feet and a chord bearing of S79°29'21"W; thence run Westerly along the arc of said curve through a central angle of 22°39'40" for a distance of 40.07 feet to a point of non-tangency; thence run N02°32'28"W for a distance of 4.11 feet; thence run S07°27'32"E for a distance of 2.00 feet; thence run N47°32'28"W for a distance of 4.01 feet; thence run N42°27'32"E for a distance of 4.01 feet; thence run N02°32'28"W for a distance of 16.83 feet; thence run N87°27'32"E for a distance of 2.17 feet; thence run N02°32'28"W for a distance of 8.00 feet; thence run N87°27'32"E for a distance of 2.17 feet; thence run S02°32'28"E for a distance of 8.00 feet; thence run N87°27'32"E for a distance of 2.17 feet; thence run S02°32'28"E for a distance of 2.00 feet; thence run S47°32'28"E for a distance of 4.01 feet; thence run S42°27'32"E for a distance of 4.01 feet; thence run S07°27'32"W for a distance of 2.00 feet; thence run S02°32'28"E for a distance of 26.17 feet to the POINT OF BEGINNING;

Together containing 27.348 acres more or less and being subject to any rights-of-way, restrictions and easements of record.



DONALD W. HUNTOSH & ASSOCIATES, INC.  
PLANNERS ARCHITECTS ENGINEERS  
2000 N. W. 10th Street, Suite 1000, Ft. Lauderdale, FL 33309  
Telephone: (954) 561-1111  
Fax: (954) 561-1112

Stonebridge Place Community Association, INC.  
All Phases of  
Horizons at Stonebridge Place Condominium Association

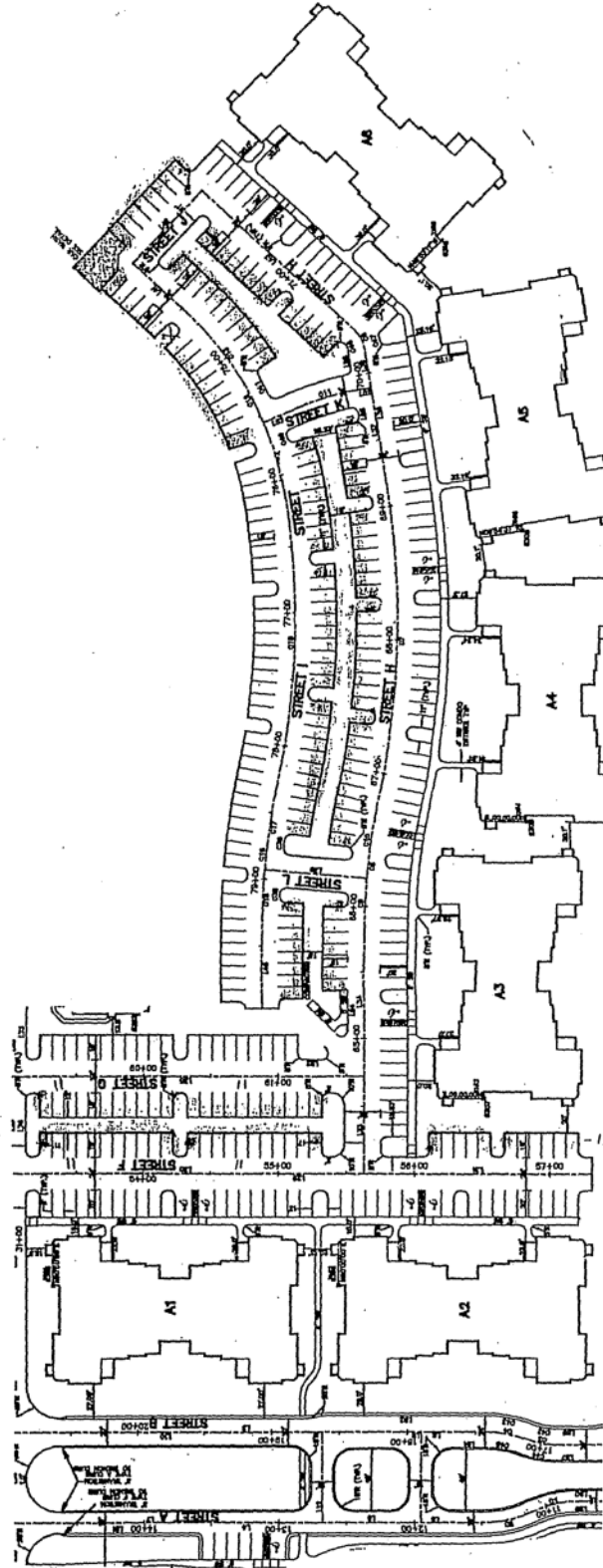
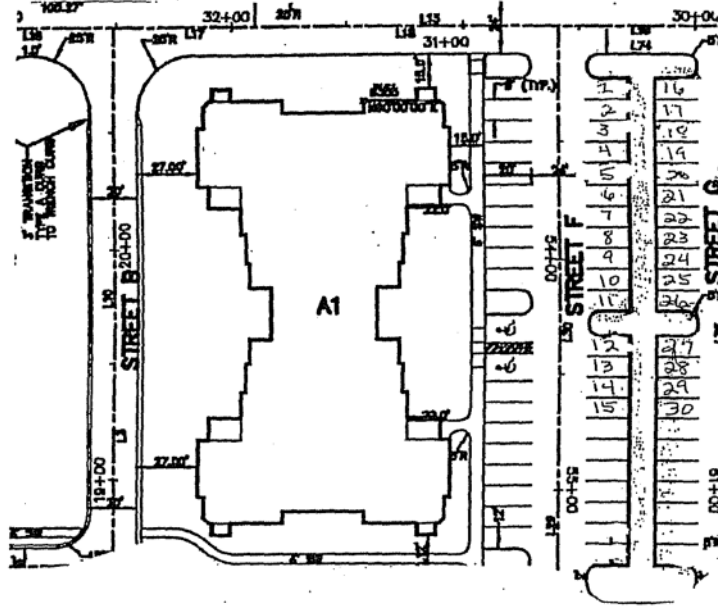


Exhibit "E"

Stonebridge Place Community Association  
 Parking Assignments  
 Building A1 - Phase I  
 for Horizons at Stonebridge Place

INSTR 20020581884  
 OR BK 06685 PG 1239

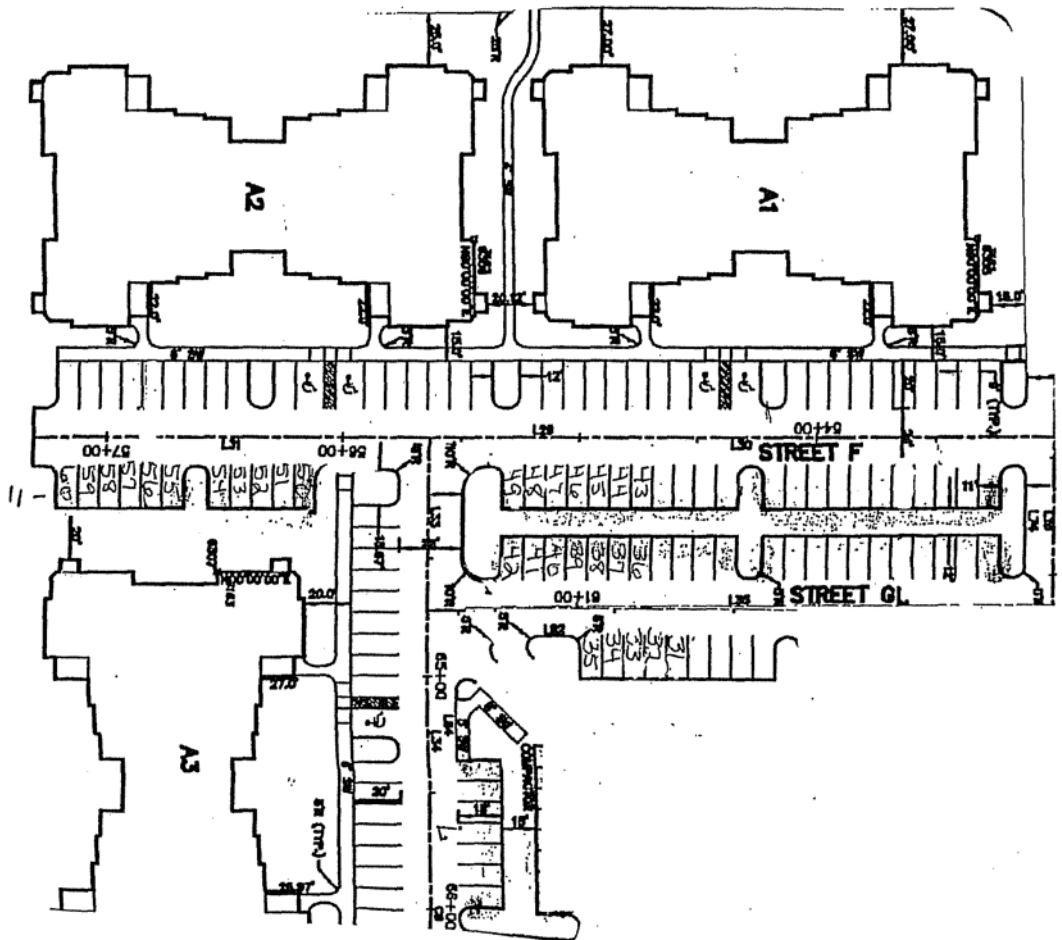


Unit Number	Space Number
101	30
102	29
103	28
104	26
105	27
106	16
107	.17
108	18
109	19
110	20
201	10
202	9
203	8
204	6
205	7
206	21
207	22
208	23
209	25
210	24
301	14
302	15
303	13
304	11
305	12
306	.3
307	2
308	1
309	5
310	4



Stonebridge Place Community association  
 Parking Assignments  
 Building A-2- Phase II  
 for Horizons at Stonebridge Place

INSTR 20020581884  
 OR BK 06685 PG 1240



Unit Number

Space Number

- 101
- 102
- 103
- 104
- 105
- 106
- 107
- 108
- 109
- 110

- 40
- 42
- 41
- 38
- 39
- 33
- 35
- 34
- 31
- 32

- 201
- 202
- 203
- 204
- 205
- 206
- 207
- 208
- 209
- 210

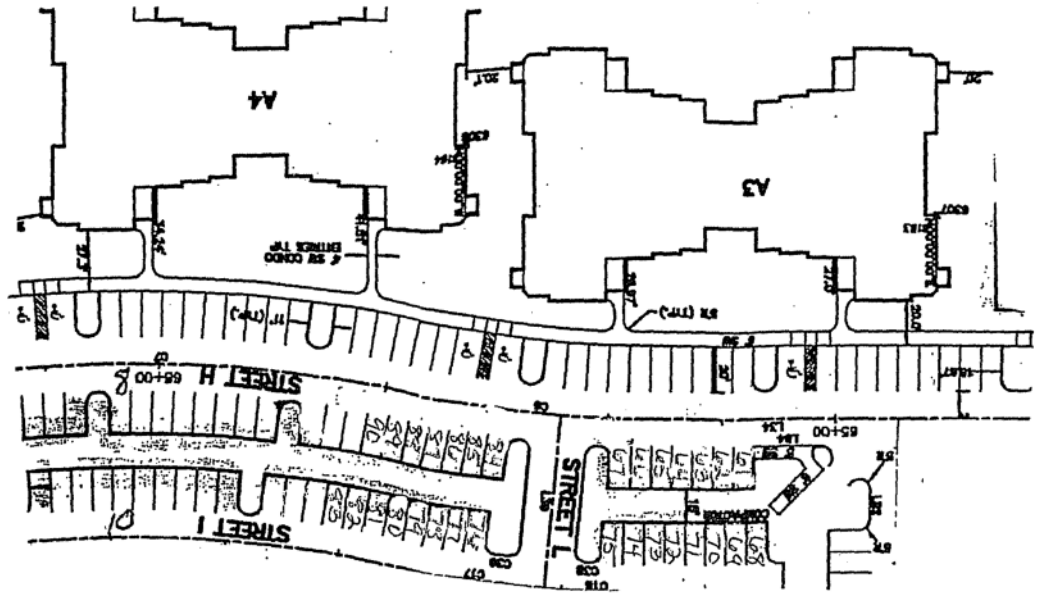
- 48
- 50
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- 47
- 43
- 45
- 44
- 36
- 37

- 301
- 302
- 303
- 304
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- 306
- 307
- 308
- 309
- 310

- 58
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- 52

Stonebridge Place Community Association  
 Parking Assignments  
 Building A3 - Phase III  
 Horizons at Stonebridge Place

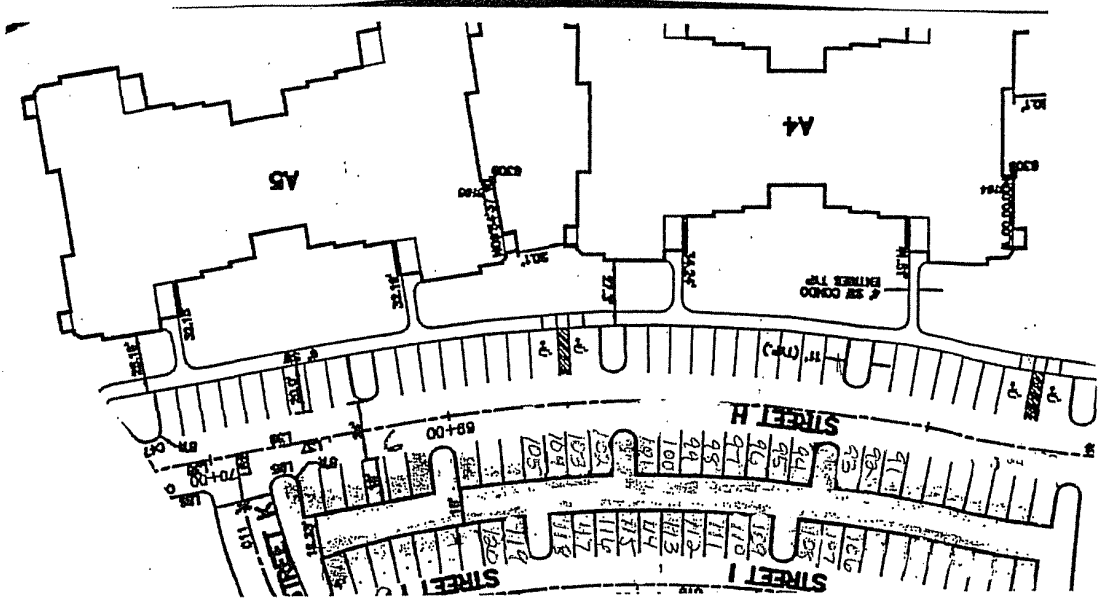
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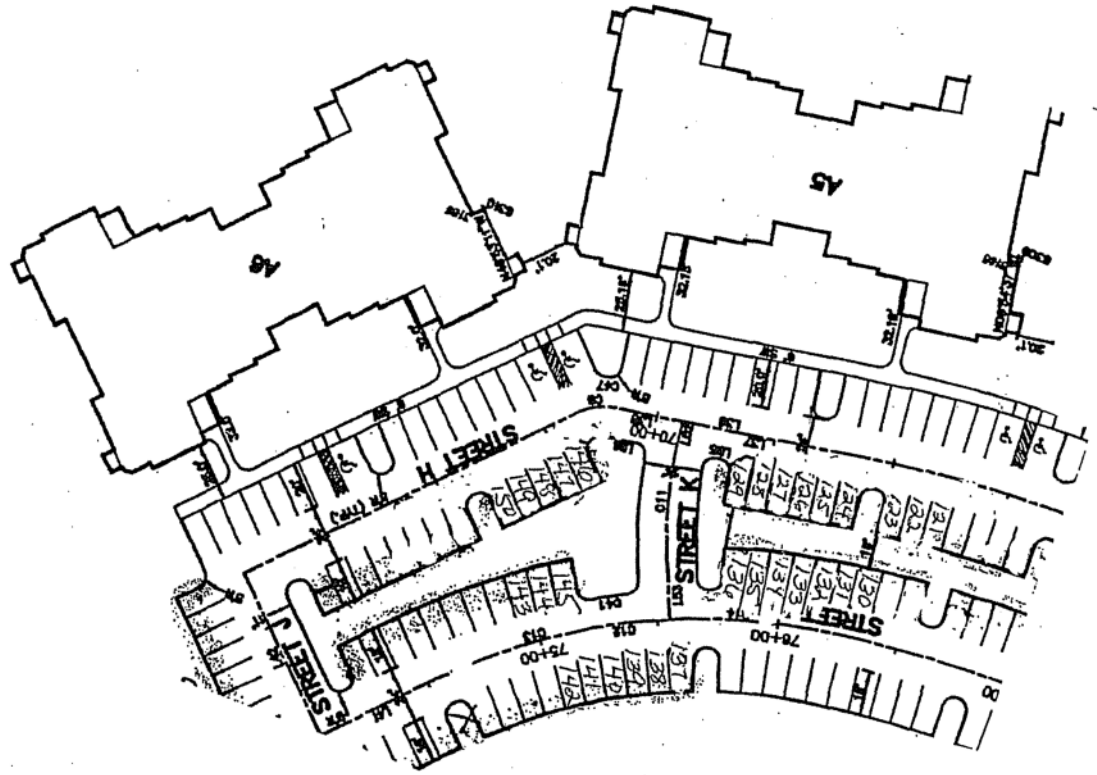
Unit Number	Space Number
101	83
102	82
103	81
104	80
105	75
106	71
107	70
108	69
109	72
110	68
201	77
202	76
203	90
204	79
205	78
206	75
207	73
208	66
209	74
210	67
301	86
302	85
303	84
304	88
305	87
306	63
307	62
308	61
309	65
310	64

Stonebridge Place Community Association  
 Parking Assignments  
 Building A4 - Phase IV  
 Horizons at Stonebridge Place

INSTR 20020581884  
 OR BK 06685 PG 1242



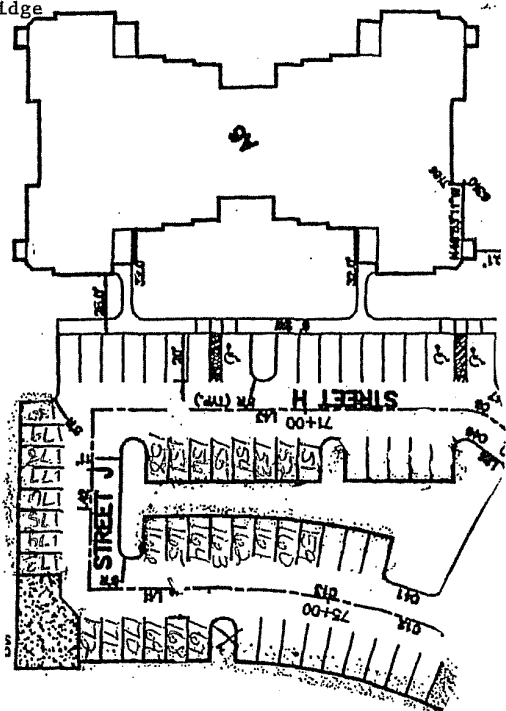
Unit Number	Space Number
101	120
102	119
103	118
104	117
105	116
106	106
107	107
108	108
109	110
110	109
201	98
202	99
203	100
204	115
205	114
206	113
207	97
208	96
209	112
210	111
301	103
302	102
303	101
304	105
305	104
306	93
307	92
308	91
309	95
310	94



Unit Number	Space Number
101	143
102	144
103	145
104	142
105	141
106	130
107	137
108	138
109	140
110	139
201	147
202	148
203	149
204	150
205	136
206	131
207	132
208	133
209	134
210	135
301	146
302	129
303	128
304	126
305	127
306	121
307	122
308	123
309	124
310	125

Stonebridge Place Community Association  
 Parking Assignments  
 Building A-6 - Phase VI  
 Horizons at Stonebridge  
 Place

INSTR 20020581884  
 OR BK 06685 PG 1244



Unit Number	Space Number
101	166
102	167
103	168
104	164
105	165
106	159
107	160
108	161
109	162
110	163
201	169
202	170
203	171
204	172
205	173
206	176
207	177
208	178
209	174
210	175
301	179
302	180
303	158
304	157
305	156
306	153
307	152
308	151
309	155
310	154

**Additional Land**

Lot 1, STONEBRIDGE PLACE, according to the plat thereof, as recorded in Plat Book 50,  
Pages 108 through 109, of the Public Records of Orange County, Florida.

STATE OF FLORIDA - COUNTY OF ORANGE  
I HEREBY CERTIFY that this is a copy of  
the document as recorded in this office.  
MARSHA G. MAYNIE, COUNTY COMPTROLLER

By Shirley Ann Stokes

DATED: 11/27/02

