

## STONEYBROOK COMMUNITY ASSOCIATION

**5. GENERAL COVENANTS AND USE RESTRICTIONS.** The Community may be used for those purposes provided in the PDMU. Declarant reserves the right and the power to assign and reassign various land uses within the Community in accordance with the PDMU, or any amendments thereto, and where reasonably necessary and advisable, to inaugurate and implement variations from, modifications to, or amendments of the PDMU and any other governmental plans, land development regulations, development orders and development permits applicable to the Community, so long as Declarant maintains and preserves the overall general scheme of the Community. The General Covenants and Use Restrictions enumerated under Article 5 of the Master Declaration of Covenants and Restrictions for Heritage Harbour as recorded in Official Record Book 1753, Page 6520, Public Records of Manatee County, Florida, are incorporated herein by reference and are deemed to apply in addition to these Use Restrictions as set out herein.

**5.1 Subdivision and Regulation of Land.** No Lot or Living Unit may be divided or subdivided without the express written consent of the Community Association. No owner or Neighborhood Community Association shall initiate, undertake or attempt to inaugurate or implement any variation from, modification to, or amendment of the PDMU or any other governmental plans, land development regulation, development orders or development permits applicable to the Community, or to any Lot, Tract or Parcel, without the prior written approval of Declarant, which approval may be denied at the sole discretion of Declarant. Nothing herein is intended to prohibit judicial partition of a Lot or Living Unit owned by two or more persons.

**5.2 Outdoor Equipment.** No above ground swimming pools are permitted. All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool and spa equipment and housing and sprinkler pumps and other such outdoor equipment must be underground, or placed in areas not readily visible from adjacent streets, or adequate landscaping must be used as screening around these facilities and maintained by the owner or Neighborhood Association. If a garage accompanies a Living Unit, then all garbage and trash must be kept in an enclosed garage. Garbage and trash containers may be placed on the curb only on the day trash or garbage pick up service is scheduled.

**5.3 Lighting.** All exterior lighting of structures or landscaping shall be accomplished in accordance with plans approved in writing by Declarant. Except as may be initially installed or approved by Declarant, no spotlights, floodlights or similar high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Lot or the improvements thereon, or upon any Common Areas or any part thereof, without the approval of the Community Association. Other types of low intensity lighting, including normal and customary Christmas or other holiday decorations, which do not unreasonably disturb other owners or occupants of the Community, shall be allowed. Notwithstanding the foregoing, owners of lots located adjacent or within the vicinity of the park commonly referred to as "Central Park" may be affected by the illumination of park lighting.

**5.4 Air Conditioners.** Wall or window air conditioning or heating units are not permitted.

**5.5 Solar Collectors; Roof Vents.** Solar collectors, roof vents and other installations on the roofs of structures, shall be permitted only at locations approved in writing by Declarant or the ARC, and may be required to be screened from view by landscaping or other suitable visual barrier.

**5.6 Leasing of Living Units.** No Living Unit may be leased or rented for a period of less than thirty (30) consecutive days. Neighborhood Covenants may establish stricter standards for particular Neighborhoods.

**5.7 Irrigation, Lawns and Landscaping.** The Developer, its affiliates, successors, assigns or designee may for a separate utility company within the overall Heritage Harbour master development which may be the exclusive provider and operator of the water irrigation to the Stoneybrook at Heritage Harbour which is designed to follow and adhere to the Phase I Restrictions of the Southwest Florida Water Management District. Individual homeowners will not be able to provide for their own irrigation. Except for designated conservation areas, buffer zones, open space or similar areas, all areas not covered by structures, walkways or paved parking facilities shall be maintained by their owners as lawn or landscaped areas to the pavement edge of any abutting streets and to the waterline of any abutting lakes, canals or water management areas, regardless of ownership of the underlying lands. In addition, the owners of lots 75-80, inclusive, shall be responsible for maintaining as lawn or landscape areas, the property designated as common area abutting their lots to the edge of the buffer zone area.

**THE DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE FINANCIAL FEASIBILITY OF RENTING UNITS OR THE INCOME TO BE DERIVED THEREFROM. ANY OWNER WHO DESIRES OR INTENDS TO RENT A LIVING UNIT MUST INDEPENDENTLY DETERMINE AND ASSUME RESPONSIBILITY FOR THE FEASIBILITY OF RENTING, AND SHOULD CONSULT HIS OR HER OWN ADVISOR WITH RESPECT TO THE TAX CONSEQUENCES AND ECONOMIC ADVANTAGE OF OWNERSHIP.**

**5.8 Hurricane Shutters.** Any hurricane or other protective devices visible from the outside of a home or unit shall be of a type as approved by the ARC, and in accordance with the guidelines as promulgated by the ARC. No such devices shall be installed without the prior written approval of the ARC. Except as otherwise provided in this Section, an owner's accordion, roll-up, panel, or other style storm shutters must be left in an open position at all times. Whether they consist of accordion, roll-up, panel, or any other style shutter, the owner may only install, operate, or have in a closed or down position, storm shutters if and when the National Weather Service has issued a hurricane watch for the County or Municipality where the owner's dwelling is located. All storm shutters must be returned to the open or up position within seventy-two (72) hours after such hurricane watch expires or is otherwise no longer in effect. In no event shall an owner rely upon any other party to operate the owner's storm shutters, to either remove, close or open such shutters, and each owner is individually responsible for the full operation of their storm shutters. If any owner fails to comply with the terms of this Section, such owner shall be subject to the imposition of fines as detailed in this Declaration."

**5.9 Declarant's Exculpation.** The Declarant or any builder may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required, without any liability of any nature or kind to any owner or Community Association or any other person for any reason whatsoever, and any permission or approval granted shall be binding upon all persons. The use restrictions of this Section 5 shall not apply to any property owned by a Developer prior to its conveyance to an owner other than a Developer.

**5.10 Signs.** No signs, banners, billboard, advertisement, notice or other lettering of any kind, including without limitation, those of realtors, politicians, contractors or subcontractors, shall be erected, exhibited, inscribed displayed or painted or affixed anywhere within or upon the Community, including in windows and on motor vehicles. The Board of Directors and Declarant shall have the right to erect signs as they, in their discretion, deem appropriate.

If any sign is erected in violation of this provision, the Declarant, the Association, a CDD, or any Neighborhood Association shall have the right to enter the property on which the sign is located and remove it, as well as levy a fine of \$100.00/day for each day's violation and suspend the violator's use privileges of the Community Common Areas. Said action to enter one's property and remove the sign, if necessary, shall be deemed expressly permitted by the property Owner. To the extent that the Association is unwilling or otherwise fails to enforce this restriction on "signs," the Declarant retains the right to unilaterally enforce this sign restriction. The foregoing shall not apply to signs, banners, flags, billboards or advertisements used or erected by Declarant or any builder, nor to entry and directional signs installed by Declarant or any builder, and signs required by law.