

DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, (hereinafter referred to as "Declarant"), as owners of certain lands in Hillsborough County, Florida, developed or being developed for residential purposes, said lands being as hereinafter described, hereby declares and files herewith, in accordance with Chapter 695, Florida Statutes, the following master restrictions, covenants running with the land, and conditions of use and occupancy. (hereinafter called "Restrictions").

R E C I T A L S:

WHEREAS, the purpose of these Restrictions, which shall apply only to the property hereinafter described, is to enable and aid the establishment and maintenance of an exclusive residential community of high quality for the maximum benefit and enjoyment of its residents, said residential community to be named Stonehedge; and

WHEREAS, Declarant desires to insure the attractiveness of the individual lots and the common areas, structures and facilities within Stonehedge and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of the said property and to provide for the maintenance of common areas, structures and facilities; and whereas to such end, Declarant desires to subject the real property hereinafter described to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, all of which are for the benefit of said property and to each owner thereof; and

WHEREAS, Declarant has deemed it desirable to provide for the preservation, protection and enhancement of the values and amenities in Stonehedge and to protect the residents' enjoyment of the specific rights, privileges and easements hereinafter set forth by creating an organization to be conveyed the ownership of and to be delegated and assigned the powers and responsibilities of maintaining and administering the community common areas or properties, structures and facilities and of administering and enforcing the covenants, conditions, restrictions, easements, charges and liens and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant hereby undertakes to incorporate such organization under the laws of the State of Florida as a non-profit corporation, to be named Stonehedge Homeowners Association, Inc., for the aforesaid purposes;

NOW THEREFORE, Declarant hereby declares that the real property hereinafter described in Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (all of which may sometimes be herein called "covenants and restrictions") hereinafter set forth, which covenants and restrictions are for the purpose of protecting the value and desirability of, and which shall run with, the real property, and which shall be binding on all parties having any right, title or interest in any of the hereinafter described properties or any part thereof,

JAMES E. TAYLOR, JR.  
Clerk of the Court  
Hillsborough County, Florida

their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I

### Definitions

(a) When used in this Declaration, the following words shall have the meanings hereinbelow attributed to them:

1. "Stonehedge" shall mean and refer to all properties subject to this Declaration.
2. "Association" shall mean and refer to Stonehedge Homeowners Association, Inc. and shall include in the context of acts of the Association, the acts of its officers, directors, employees and agents and independent contractors under contract with Association, when such are acting for and pursuant to the authority or directives of the Association.
3. "Private Single Family Residence" shall mean and refer to a private single family home or house constructed upon one or more of the building plots or lots within Stonehedge.
4. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot or private single family residence situated within Stonehedge including contract sellers prior to the passage of possession but excluding mortgagees and others having such interest only as security for the performance of an obligation.
5. "Declarant" shall include the successors and assigns of the undersigned, or any others that may undertake to own or develop real property or construct improvements thereon in Stonehedge under an agreement with owners.
6. "Member" shall mean and refer to members of Stonehedge Homeowners Association, Inc.
7. "Plot" or "lot" shall mean the entire piece of land on which a residence is situated, or is to be situated, be it one lot, more than one lot, or parts of more than one lot, so long as the same shall meet all the requirements of these Restrictions.
8. "Board of Directors" shall mean the Board of Directors of Stonehedge Homeowners Association, Inc.
9. "Committee" shall mean the Community Standards Committee hereinafter provided.

## ARTICLE II

### Property Subject to this Declaration

(a) The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County of Hillsborough, State of Florida, and is more particularly described in the legal description attached hereto as Exhibit "A," which Exhibit is

incorporated herein by reference as fully as if completely and expressly set forth herein. Said real property may hereinafter be referred to as "Stonehedge."

(b) "Common Area" shall mean and refer to all real property (including the improvements thereon) owned by the Association for the common use and protection of the Members. The Common Area to be owned by the Association at the time of recording hereof shall be the properties constituting the Boundary Wall around Stonehedge and the certain area including a drainage pond or ponds, which properties are more particularly described in the legal description attached hereto as Exhibit "B," which Exhibit is incorporated herein by reference as fully as if completely and expressly set forth herein.

### ARTICLE III

#### Architectural, Maintenance and Use Restrictions

(a) Responsibilities for Enforcement. The Association shall have the responsibility of enforcing the restrictions set forth in this Article prior to the formation of the Committee. Upon appointment, the Committee shall then assume and be responsible for enforcement of such restrictions. The following architectural, maintenance and use restrictions shall apply to each and every lot in Stonehedge.

(b) Plans subject to approval of Community Standards Committee. For the purpose of further insuring the development of said land as a residential community of high quality and standards, and in order that all improvements on each lot shall present an attractive and pleasing appearance from all sides of view, the Committee reserves the exclusive power and discretion to control and approve all of the buildings, structures, fences and other improvements on each lot in the manner and to the extent set forth herein. No residence or other building, and no fence, wall, utility yard, driveway, or other structure or improvements, regardless of size or purpose, whether attached to or detached from the main residence, shall be erected, started, placed or allowed to remain on any lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until the Committee has been provided with building plans and specifications covering same, showing sufficient detail for the Committee to properly review said improvements, and the same have been approved by the Committee as hereinafter provided. The Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons. In the event the Committee rejects such plans and specifications as submitted, the Committee shall within three (3) days of such rejection so inform the property owner in writing, describing in reasonable detail the reason or reasons for disapproval and the Committee's recommendations to remedy same if in the sole opinion of the Committee a satisfactory remedy is possible. In passing upon such building plans and specifications and lot-grading plans, the Committee may take into consideration the suitability and desirability of the proposed improvements, and of the materials of which the same are proposed to be built, to the lot upon which it is proposed to erect the same, the quality of the proposed workmanship and materials, the harmony of the external design and materials with the surrounding neighborhood and existing structures thereon, and the effect and appearance of such

construction as viewed from neighboring properties. In addition, there shall be submitted to the Committee for approval such samples of building materials proposed to be used as the Committee shall specify and require. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, a description of the work (sufficiently detailed to be clear to the Committee) must be submitted to the Committee. In the event the Committee fails within fifteen (15) days after receipt of such plans and specifications to approve or disapprove such plans and specifications, approval will not be required, and Owner shall be deemed to have fully complied with this paragraph. The foregoing notwithstanding, an exemption from the requirements of this paragraph and paragraphs (c) and (d) of this Article is hereby made and granted to Edward L. Bolding Construction Co., Inc. with respect to all lots in Stonehedge owned by the said Edward L. Bolding Construction Co., Inc. with respect to the construction on any and all said lots of any of the present model homes, including the variations thereof, of Edward L. Bolding Construction Co., Inc. and any new model homes of the said company of quality and size comparable to the homes presently existing in Stonehedge.

(c) Construction in conformity with approved plans.  
 Upon the written approval of the Committee, construction shall be started and prosecuted to completion promptly and in substantial conformity with such plans and specifications. The Committee shall be entitled to stop any construction in violation of these restrictions. Any construction or improvement upon the property or any exterior addition to or change or alteration made to an existing improvement, without application having first been made and approval obtained as provided above, shall be deemed to be in violation of this covenant and may be required to be removed or restored to the original condition at Owner's cost.

(d) Conditions precedent to occupancy. All structures must be built to comply substantially with the plans and specifications and modifications thereof, if any, as approved by the Committee, and before any residence can be occupied, such residence must be completely finished and a certificate of occupancy issued by the appropriate governmental authority, or pending receipt of such certificate of occupancy, a certificate of completion signed by a licensed Florida architect or general contractor must be issued to the Committee.

(e) Building heights, roofs and garages, etc.

1. Each house shall have a garage for not less than two automobiles, nor more than three automobiles.
2. No building or other structure shall be erected, altered, placed or permitted to remain on any lot other than one private single-family residence not to exceed three stories in height and a private garage for not more than three automobiles, and such other outbuildings and structures as are otherwise permitted herein.
3. No asphalt shingle roofs may be used unless each shingle weight grade is at least 250 lbs. per square. Other types of roofing materials must be of equivalent grade. Gravel type roofs may not be used except on flat roof surfaces.
4. No garage shall be erected on any lot prior to the construction of a residence thereon.

5. No house trailer or mobile home or portable building of any type shall be moved onto any lot or allowed to remain on any lot, except such trailer or tool house as may be used by the building contractor during any construction permitted hereunder and which shall be immediately removed after completion of construction.

6. No structure or shelter of any type of a temporary nature or character shall be used as a residence.

7. All residences, garages, outbuildings, utility rooms, screen enclosures, bath houses, other structures, etc., or additions thereto, must be built to plans which have the written approval of the Committee prior to the commencement of construction, and which meet all requirements contained in these restrictions. Any deviation, however minor, from said plans which would affect the location or the exterior appearance of a residence, garage, outbuilding, etc., or which would prevent the residence, garage, outbuilding, etc. from meeting all requirements of these restrictions, shall nullify previously given approval.

(f) Screening requirements and mailboxes

1. No stationary outside clotheslines or other stationary clothes hanging devices will be permitted. No clothesline or other clothes hanging devices shall be placed so as to be visible from the street or from adjacent or nearby lots.

2. Street mailboxes shall be of the type consistent with the character of Stonehedge, and shall be placed and maintained so as to complement the residences in Stonehedge.

3. No boat, boat trailer or other trailer, truck, camper, motor home, or any other such vehicle, trailer or vessel shall be permitted to stay on a public right-of-way, and no boat, boat trailer or other trailer, truck (one ton or larger), camper, motor home or any other such vehicle, trailer or vessel shall be permitted to stay on a lot unless permanently enclosed in a garage or enclosed in a fenced backyard, permanently screened from view of adjoining lots, streets and common areas.

4. All garbage or trash containers, oil tanks, bottle gas tanks, soft water tanks, and similar structures or installations, shall be placed under the surface of the ground or screened by architectural structures or by walled-in or fenced-in areas so as not to be visible from a street or any other lot:

5. No window air conditioning units shall be installed unless the same are installed in the back of a residence, back of a garage or in an outbuilding located in the backyard of a residence, screened by architectural structures or with shrubbery so as not to be visible from a street or from any other lot, and unless prior written approval of the Committee has been obtained.

(g) Prohibition of Commercial Use or Nuisance. No trade or business of any kind or character, nor any building or structure designed or intended for any purpose connected with any trade or business, shall be permitted upon any of the real property within Stonehedge. Each Owner shall refrain from any act or use of his lot which could reasonably cause embarrassment, discomfort, annoyance or nuisance to others in the neighborhood. No noxious, offensive or illegal activity shall be carried on upon or incident to any lot, nor shall anything be done thereon which is an annoyance or nuisance. No lot shall be used in whole or in part for storage of rubbish of any kind or character whatsoever nor shall any substance, thing or material be kept upon any lot that will or does emit foul or obnoxious odors, or that will or does cause any noise that will or might disturb the occupants of surrounding property. No trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other such debris for pickup by garbage and trash removal service units. Outdoor fires, other than fires in fireplaces or barbeque equipment shall not be permitted. In the event that any Owner of any developed or undeveloped lot fails or refuses to keep such property free from any of the foregoing prohibited items, the Association may, at its option, ten days after posting a notice thereon or mailing a notice to such Owner at his property address requesting such Owner to comply with the requirements of this paragraph, enter upon such lot and remove all such prohibited items at such Owner's expense and such Owner shall be personally liable to the Association for the costs of such removal, and the costs until paid shall be a permanent charge and lien upon such lot. By acquiring property subject to these restrictions, each and every Owner agrees to pay such costs promptly upon demand by the Association, its agents, assigns or representatives. No such entry by the Association upon any lot as provided herein shall be deemed as a trespass. In the event that any Owner of any lot uses such lot in a way that is prohibited by the provisions of this paragraph the Association shall have all the rights provided in the Agreement and by law to enforce the provisions hereof, including and not limited to the right to obtain an injunction against such Owner prohibiting such use. The provisions of this paragraph shall not apply to lots upon which houses are under construction.

(h) Fences and Walls.

1. All fences and walls must receive prior written approval from the Committee before construction or implementation. The Committee shall not approve chain link, chicken wire and similar type fencing materials. The immediate foregoing sentence is not intended to limit or restrict the Committee's power to disapprove landscape plans, other types of fences and fencing materials and walls, which the Committee determines do not meet the architectural or aesthetic standards of Stonehedge or as indicated or implied in this Declaration, or which the Committee believes could be a safety hazard.

2. Except for Decorative Walls and hedges that shall not exceed a height of three (3) feet between the front lot line and the minimum building setback line, no fence of any type shall be permitted between the street right-of-way and the minimum building setback

line. Fences, boundary walls and hedges shall not exceed six (6) feet in height from the minimum building setback line to the rear property line, including the rear property line, unless written approval is received from the Committee.

(i) Animals

1. No animals, live stock or poultry of any kind shall be raised, bred, pastured, kept or maintained on any lot, except that dogs and cats and other generally acceptable household pets, not exceeding a total of four (4) such pets, in the aggregate, may be kept for the sole pleasure and purpose of the occupants of such residence, provided that such household pets are not kept, raised, bred, pastured or maintained for any commercial purpose.

2. Birds shall be confined in cages.

3. No person owning or having possession, charge, custody or control of any dog or similar household pet that may be dangerous or annoying to the other occupants, shall cause, permit or allow such dog or any other such animal to stray, run, be, go, or in any other manner be at large in or upon any public street, sidewalk or Common Area or on private property of others without the express or implied consent of the Owner of such private property.

(j) Signs No sign of any kind shall be displayed on any lot except a single sign advertising said lot for sale. Such sign must not exceed the dimensions of 2 feet by 3 feet. This restriction shall not apply during construction activities to signs required by applicable laws, regulations and rules and to contractors' signs generally used.

(k) Utilities, Television, Citizens Band, Radio, Antenna.

1. No radio transmission equipment shall be used or installed on any lot or building or other improvement thereon and no outside radio transmission or receiving tower or antenna shall be erected, installed or used on any lot or building or other improvement thereon, except upon the prior written approval of the Committee. The Committee shall not grant its approval for the use or installation of any such radio transmitting equipment or radio transmitting or receiving tower or antenna unless it is demonstrated to the satisfaction of the Committee that the installation and use of such equipment shall not interfere in any manner or way whatsoever with the Owner or occupant of any other lot. In the event that any such interference shall occur with respect to an Owner or occupant of any other lot subsequent to the approval of the Committee for the use and installation of such equipment, such use shall be immediately terminated and such equipment shall be removed from such lot and from Stonehedge.

2. The Committee shall not approve the installation of any antenna or tower unless the same shall be designed and installed, in the sole opinion of the Committee, in a manner not inconsistent with or in violation of the aesthetic quality of the subject residence, adjacent residences and community as a whole.

3. All residential utility service lines (including, without limitation, electricity, telephone, any and all types of radio and television lines, cables, etc.) serving the community or any lot or residence thereon shall be underground.

(l) Drainage areas. No occupant or Owner of any lot shall have any right to pump or otherwise remove any water from the drainage areas for the purpose of irrigation or for any other purpose or use or to place rocks, stones, trash, garbage, sewage, water discharge from swimming pools or heating or air conditioning systems, waste water (other than surface drainage), rubbish, debris, or other refuse in any drainage area.

(m) Noxious Activities. The pursuit of dangerous hobbies or other inherently dangerous activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might cause disorderly, unsightly or unkept conditions; the shooting of firearms, fireworks or pyrotechnic devices of any kind, character, type or size, and other such activities, shall not be permitted on any lot or part thereof or any other area within Stonehedge. Nothing shall be done on any lot or part thereof or any other area within Stonehedge which may be or become an annoyance to the neighborhood.

(n) Commercial vehicals, trucks and trailers.

1. Unless garaged, no commercial vehicles of any type shall be permitted to remain overnight on the property of a private dwelling within Stonehedge, other than as may be used by Edward L. Bolding Construction Co. or any contractor in conjunction with construction operations in Stonehedge permitted hereunder.

2. Unless garaged or otherwise screened by architectural structures or by fenced-in or walled-in areas so as not to be visible from the street or any other lot and approved in writing by the Committee, no private trucks (one ton or larger) or trailers and no unlicensed motor vehicles of any type shall be permitted to remain overnight on any lot.

(o) Storage of Materials.

1. Incinerators for garbage, trash or other refuse shall not be used or permitted to be erected or placed on any lot.

2. Any and all equipment, coolers, wood piles, garbage cans, refuse or storage piles placed on a lot (whether temporary or permanent) shall be walled-in or fenced-in to conceal same from the view of the neighboring lots, roads, streets or open areas. Permits for all such screens, walls and enclosures must be approved by the Committee prior to construction.

3. No lumber, brick, stone, cinder block, concrete or other building materials, scaffolding, mechanical devices or other thing used for building purposes shall be stored on any lot except for the purpose of construction on such lot and shall not be stored on such lot for longer than the length of time reasonably necessary for the completion of the construction of the improvement in which same is to be used.



4. No exposed above-ground tanks will be permitted for the storage of fuel or water or any other substance, except such as may be necessary for the storage of potable water for the entire community or such as may be necessary for any contractor's use during construction operations permitted hereunder.

(p) Swimming Pools. Swimming Pools shall not be nearer than seven (7) feet to any lot line and must be located to the rear of the main building, i.e., residence, unless a different location is authorized in writing by the Committee. No above-ground swimming pool shall be placed on or installed upon any lot or allowed to remain on any lot at any time.

(q) Committee. The Committee shall consist of three (3) Members of the Association, appointed by the Board of Directors for a term of one year each. Any decision of the Committee may be appealed by any aggrieved Owner or Owners to the Board of Directors of the Association providing that such appeal shall be in writing, signed by such Owner or Owners and shall in detail state the basis upon which such Owner or Owners believe the Committee has abused its discretion or acted unreasonably and providing that such appeal shall be mailed by certified or registered mail to the President of the Association within fifteen (15) days after the decision of the Committee. The Board of Directors shall hold a hearing and render a determination on the matter within fifteen (15) days of receipt of such appeal. The general requirements of due process shall be observed at such hearing, and the determination of the Board of Directors shall be final and conclusive.

(r) Miscellaneous.

1. Other than as necessary for the construction of a swimming pool or other improvement or landscaping, no Owner shall excavate or extract earth from any of the lots subject to this Declaration for any purpose whatsoever. No elevation changes shall be permitted which materially affects the surface grade of surrounding lots, except upon receiving the prior written approval of the Committee.

2. No privies or outside toilet facilities shall be constructed or maintained on any lot without prior approval of the Committee.

ARTICLE IV

Agreement to Join Homeowners' Association

(a) Membership.

1. Every person or entity who is the Owner of record of a fee interest in any lot or who is purchasing, under a contract or purchase agreement under which such person or entity has the right of possession, one or more lots within Stonehedge shall be a Member of the Association, subject to and bound by the Association's Articles of Incorporation, bylaws, resolutions, rules and regulations. The foregoing is not intended to include persons or entities who hold an interest in any lot merely as security for the performance of an obligation. Ownership of a lot or lots, as above described,

within Stonehedge shall be the sole qualification for membership. When any lot is owned of record in joint tenancy or tenancy in common or by some other legal entity, or when two or more persons or other legal entities are purchasing one or more lots under contract or agreement of purchase, the membership as to such lot or lots shall be joint and the right of such membership (including the voting power arising therefrom) shall be exercised only as stipulated in paragraphs (b) and (c) of this Article. Membership shall be appurtenant to and may not be separated from each lot.

2. During any period in which a Member shall be in default in the payment of any annual, special or other periodic assessment levied by the Association, the voting rights and right to the use of the Common Areas or any other facilities or services which the Association may provide may be suspended by the Board of Directors until such assessment is paid. In the event of violation by a Member of any covenants and restrictions herein contained or rules or regulations established by the Board of Directors, such Member's voting and use rights may be suspended by the Board after a hearing at which the general requirements of due process shall be observed. Such hearing shall only be held by the Board (or a committee thereof) after giving such Member ten (10) days prior written notice by registered or certified mail certifying such alleged violation and setting the time, place and date of the hearing. Determination of violation shall be made by a majority vote of the Board (or a committee thereof), and such action shall thereby be conclusive.

3. No membership or initiation fee shall be charged, nor shall Members be required to pay at any time any amount to carry on the business of the Association except to pay when due the charges, assessments and special assessments levied upon each Member's lot as specified in this Declaration, or the bylaws of the Association, or as the Members of the Association may from time to time hereafter adopt.

(b) Classes of membership voting rights. The Association shall have two (2) classes of membership voting rights, Class A Members and the Class B Member.

(1) Class A. Subject to the provisions of subparagraph (2) hereinafter with respect to Edward L. Bolding Construction Co., Inc. every Member shall be a Class A Member, and, subject to the provisions of paragraphs (c) and (d) hereinafter, every Member shall be entitled to one vote for each lot owned.

(2) Class B. The sole Class B Member shall be Edward L. Bolding Construction Co., Inc. and the Class B Member, for so long as there shall be a Class B Member, shall be entitled to three (3) votes for each lot owned. The existence of Class B shall cease and the Class B Member shall be converted to a Class A Member at the time when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B Membership.

(c) Voting rights appurtenant to ownership of lots. The voting rights of the membership shall be appurtenant to the ownership of the lots. Each lot on which a private

single-family residence is or may be constructed shall entitle the Owner or Owners of said lot to one vote, except that if a private single-family residence is constructed on more than one lot, then the Owner or Owners thereof shall be entitled to only one vote.

(d) Voting rights when lot owned by more than one person. When two or more persons hold an interest (other than as leasee or holder of a security interest) in any lot, all such persons shall be Members, however, the vote for such lot shall be exercised by one of such persons as proxy and nominee for all persons holding an interest in such lot and in no event shall more than the number of votes hereinabove designated be cast with respect to any lot or private single-family residence.

(e) Loss of Voting Rights. Any Member who is delinquent in the payment of any assessments or charges duly levied by the Association against a lot owned by such Member shall not be entitled to vote until all such charges, together with such reasonable penalties as the Board of Directors of the Association may impose, have been paid. The Association may suspend the voting rights of any Member who is in violation of the covenants and restrictions, or of the bylaws of the Association or its published rules and regulations, for the period of such violation.

(f) Method of Voting. Voting on all matters except the election of Directors shall be by voiced vote or by show of hands unless a majority of the Members present at the meeting shall, prior to voting on any matter, demand a ballot vote on that particular matter. Where Directors or officers are to be elected by the Members, the solicitation of proxies for such elections may be conducted by mail.

## ARTICLE V

### Property Rights in the Common Area

(a) Member's Easements of Enjoyment. Subject to the conditions and restrictions herein, every Member of Association shall have a nonexclusive right and easement of enjoyment in and to the Common Area, including without limitation, the drainage pond or ponds for fishing and other uses as permitted by the Association, and such right and easement shall be appurtenant to and shall pass with the title to every lot or private single-family residence situated within Stonehedge.

(b) Extent of Members' Easement. The rights and easements of enjoyment created hereby shall be subject to the following:

1. The right of the Association to suspend the voting and enjoyment rights of an Owner for any period during which any assessment against his lot remains unpaid, or for the period of any violation by an Owner of any of the covenants, conditions and restrictions provided in this Declaration or during the infraction by an Owner of the Association's bylaws or published resolutions, rules and regulations;

2. The right of the Association to dedicate or transfer all or any part of any 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 dedications or transfers shall be effective unless the Members entitled to at least two-thirds (2/3) of the total votes appurtenant to the lots agree to such dedication or transfer; provided that anything herein to the contrary notwithstanding, this paragraph shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of electrical, telephone, cablevision, water and sewerage, utilities and drainage facilities upon, over, under and across any Common Area without the consent of the membership when such easements are requisite for the convenient use and enjoyment of any such Common Area.

3. The right of every Member of the Association to extend the rights and easements of enjoyment vested in him under this Article to each of his tenants and to each member of his family who resides with him within Stonehedge and to such other persons as may be permitted by the Association.

4. The right of the Owner of each lot whose lot touches the boundary wall of Stonehedge to have the exclusive use of that side of the boundary wall touching his lot; provided, however, that such right of such Owner shall be subject to such reasonable rules and regulations as may be established by the Association or the Committee which may include, but not by way of limitation, restrictions on painting, altering, driving nails or bolts or in any other manner making holes, or otherwise defacing or damaging such boundary wall in any way or manner; and further provides, the foregoing notwithstanding, that the Association shall have an easement to enter upon such Owner's lot for the purpose of inspecting, maintaining, refurbishing or rebuilding said boundary wall.

ARTICLE VI

Covenants for Maintenance Assessments

(a) Creation of the lien and personal obligation for assessments. Each and every Owner of a lot or private single-family residence within Stonehedge by acceptance of a deed thereto, whether or not it shall be so expressed in any such deed or other conveyance shall be deemed to covenant and agree to pay to the Association:

(1) Annual assessments or charges;

(2) Special assessments for repairs and improvements, such assessments to be fixed, established and collected from time to time as hereinafter provided.

The annual and special assessments together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the lot, and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, 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 successors in title unless expressly assumed by such successors.

(b) Purpose of assessments. The assessments levied by the Association shall be used to provide funds for such purposes as the Association may determine are for the benefit of its Members, which purposes may include, but not by way of limitation, maintenance, repair and improvement, landscaping and beautification of the Boundary Wall and entrance constituting the Common Area and of the lots and improvements thereon as provided in paragraph (g) of this Article. Funds may also be used to provide other services for the collective benefit of the Association's Members to promote the health, safety and welfare of the residents of the community and in particular for the acquisition, improvement and maintenance of properties, services, and facilities related to the use and enjoyment of the Common Area, including but not limited to, the cost of repair, replacements and additions thereto; the cost of labor, equipment, materials and supervision thereof; the payment of taxes assessed against the Common Area; the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association if and when necessary or useful; if deemed necessary upon the majority vote of the Members of the Association, the employment of security personnel and the provision of any service which is not readily available from any governmental authority or to augment or enhance any such service; and such other needs as may arise.

(c) Exempt property. The assessments, charges and liens created under this Article shall not apply to the Common Area. In addition, all property dedicated to and accepted by a local public authority shall likewise be exempt therefrom.

(d) Maximum annual maintenance assessment. The Owner of each lot shall pay to Association an assessment of \$50.00 per year, payable on the 1st day of March of each year. Said assessments shall commence on the first day of the month following the conveyance of the Common Area, and the first annual assessment shall be adjusted proportionately in accordance with the number of months remaining in such calendar year. Said assessment may be increased only by the vote of two-thirds (2/3) of the total membership votes of Association to increase said assessment; provided that, in computing said membership votes for this purpose, Edward L. Bolding Construction Co., Inc. shall hold no more than one vote, regardless of the number of lots owned by Edward L. Bolding Construction Co., Inc. Said assessment may be decreased only by two-thirds (2/3) of the total membership votes of Association to decrease said assessment, and in computing said membership votes for the purpose of decreasing said assessment, Declarant shall hold the number of votes to which it is entitled hereunder. Votes for the purpose of increasing or decreasing the said assessment may be cast by registered mail if at a duly constituted meeting of the membership of Association called for said purpose, a majority of those present vote in favor of said increase or decrease but said increase or decrease is not thereby favored by a two-thirds (2/3) vote of the total membership of said organization, provided that such voting by registered mail shall be conducted and completed within ninety (90) days after said meeting under procedures to be established by the Board of Directors of the Association.

(e) Remedies of the Association for nonpayment assessments. Any assessment, whether annual or special, remaining unpaid by any lot Owner for a period of thirty (30) days following the date payable as specified hereinabove shall thereafter bear interest at the rate of eight per cent (8%) per annum, and shall become, and be, a lien against said lot, the amount of said lien to include said interest and all costs of recordation, collection, and enforcement of said lien, including reasonable attorneys fees. The Board of Directors of the Association may at any time after such fee or assessment has become a lien, as aforesaid, record in the Public Records of Hillsborough County, Florida, a Notice of Lien, which shall state the amount and description of said lien, name of delinquent lot Owner, and description of the lot of said Owner affected by said lien, said Notice to be signed by an officer of the Association. Upon satisfaction of said lien, Association shall provide said Owner with written satisfaction of said lien, said satisfaction of lien to be signed by an officer of said Association and to be in recordable form. Said lien may be enforced and foreclosed upon as and in the same manner as is provided for the foreclosure of a real estate mortgage under Florida law. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Area or abandonment of his lot.

(f) Subordination of assessment liens to mortgagee. Each lien established under the provisions of this Declaration shall be subordinate to any and all bonifide mortgages which have been given in good faith and for value by any Owner against whose property in Stonehedge said lien attaches as aforesaid if such mortgages have been recorded prior to recordation of the Notice of Lien referred to hereinabove. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding or granting of deed in lieu thereof shall extinguish the lien of such assessments as become due prior to such sale or transfer but shall not relieve such lot or the transferee thereof, other than a mortgagee, from liability for any assessments thereafter becoming due or from the lien thereof.

(g) Failure of Owner to maintain lot. Each lot including the improvements thereon, whether occupied or unoccupied, shall be maintained clean, in good repair and good appearance, and free from refuse, debris, unsightly growth and fire hazard. In the event any Owner of any lot shall fail, neglect or omit to trim or maintain or keep clean such lot and to maintain the yard and landscaping, or shall fail to keep clean, painted and maintained and in good repair the exterior and structure of any and all improvements on such lot for more than ten (10) days after having been given written notification so to do by the Association, said Notice being addressed to and mailed by registered or certified mail to such Owner at his last known address, the Association may, but shall not be required to or have any duty to, enter upon such lot for the purpose of remedying said defects and failures stated in said Notice and the expense of so remedying said defects shall be charged to the Owner of such lot and shall become a lien upon such lot and the improvements thereon, collectable and enforceable in the same manner as other charges or liens as herein provided.

(h) Special assessments. In addition to the annual assessment authorized above, the Association may levy, in any assessment year, a special assessment applicable to that

year only, provided that any such assessment shall have the same assent of the members as required for increasing the annual assessments and provided that any and all such special assessments shall be for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of an improvement upon the Common Area.

(i) Notice and quorum requirement for any action to increase or decrease the annual assessment or to authorize a special assessment. Written notice of any meeting called for the purpose of taking any action to increase or decrease the annual assessment or to authorize a special assessment shall be sent to all members not less than fifteen (15) days nor more than sixty (60) days in advance of the meeting. At any such meeting, the presence in person or by proxy of Members entitled to cast sixty-six and two-thirds per cent ( $66 \frac{2}{3}\%$ ) of all the votes of the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half ( $1/2$ ) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than six months following the preceding meeting.

(j) Uniform rate of assessment. Both annual and special assessments must be fixed at a uniform rate for all lots, and special assessments may be collected on a monthly basis.

## ARTICLE VII

### Time limit to Build, Contractors and Governmental Restrictions

(a) Time limit to build.

1. Construction of any structure shall be completed within twelve (12) months from the date of commencement of construction thereof.

2. The construction of any building in the subdivision shall be diligently pursued to completion within a reasonable time after such work has begun.

3. In the event construction of a private single-family residence is not commenced within thirty-six (36) months from the time of original lot purchase from Edward L. Bolding Construction Co., Inc., the said corporation shall have the option to buy back such lot or lots at the original purchase price plus six per cent (6%) simple interest, or if the said corporation shall decline to exercise such option within six (6) months after the period of thirty-six (36) months from the time of original lot purchase from the said corporation, the Association shall have the option to buy such lot or lots upon the same terms as the said corporation had; provided, however, that if construction of a private single-family residence is started prior to the exercise of any such option of the said corporation or the Association, all such options shall terminate.

(b) Contractors. All buildings placed on any of the lots within Stonehedge shall be erected only by validly licensed contractors of Hillsborough County, Florida.

(c) Governmental restrictions. Each Owner shall observe all governmental building codes, health regulations, zoning restrictions and other regulations applicable to his lot. In the event of any conflict between any provisions of any such governmental code, regulation or restriction and any provision of this Declaration, the most restrictive provision shall apply.

(d) Repair of damage. The repair of any residence, garage or other structure damaged by fire or otherwise, shall be completed without unreasonable delay, and should the Owner leave such residence, garage or structure in an incomplete condition for a period of more than six (6) months, then the Association shall have the option and the power, at its discretion, either to tear down and clear the premises of said residence, garage or structure which is incomplete or in need of repair, or to complete or repair it in a manner deemed proper in the discretion of the Association and, in either event, the expense so incurred by the Association shall be a lien against said lot, enforceable in the same manner as a mortgage lien.

#### ARTICLE VIII

##### General Provisions

(a) Duration. The foregoing restrictions shall be construed to be covenants running with the land and shall be binding and effective until December 31, 2020, and may then be renewed for successive periods of ten (10) years each by the affirmative vote of two-thirds (2/3) of the Owners entitled to vote. Every purchaser or subsequent grantee (other than a mortgagee or other interest held only as security for the performance of an obligation), of any interest in any lot or property subject to this Declaration, by acceptance of a deed or other conveyance thereof, thereby agrees that the covenants and restrictions of this Declaration may be enforced as provided in this Declaration.

(b) Amendment. The covenants and restrictions of this Declaration as they pertain to the lots and other properties within Stonehedge may be amended at any time and from time to time by an agreement signed by, unless contrary to Florida law, at least three-fourths (3/4) of the Owners entitled to vote. Any such amendment shall not become effective until the instrument evidencing such change has been filed of record. Every purchaser or subsequent grantee of any interest in any lot or property subject to this Declaration by acceptance of a deed or other conveyance thereof agrees that the covenants and restrictions of this Declaration may be amended as provided herein.

(c) Enforcement and severability. If any person, firm or corporation shall violate or attempt to violate any of these restrictions, it shall be lawful for the Association or any other person, firm or corporation owning any lot within Stonehedge to bring an action against the violating party at law or in equity for any claim which these restrictions may create in the Association or in such other Owner or interested party either to prevent said person, firm or



corporation from violating or attempting to violate these restrictions or to recover damages for such violation. The provisions of this paragraph are in addition to and separate from any other rights of the Association hereunder or by law to enforce these restrictions and to collect Association assessments. Any failure by the Association or any Owner of any lot or property subject to this Declaration to enforce any of said covenants and restrictions or other provisions shall in no event be deemed a waiver of the right so to do thereafter. Invalidation of any one or more of these restrictions by judgment or court order shall not affect either (i) any of the other provisions not expressly held to be void or (ii) the provisions so voided in circumstances or applications other than those expressly invalidated, and all such remaining provisions shall remain in full force and effect together with the provisions ruled upon as they apply to circumstances other than those expressly invalidated.

(d) Delegation and assignability. Declarant, Edward L. Bolding Construction Co., Inc., and the Association shall at all times and from time to time have the right to delegate any and all functions herein reserved to Declarant or Edward L. Bolding Construction Co., Inc. or the Association respectively. Further, notwithstanding any other provision contained herein to the contrary, Declarant and Edward L. Bolding Construction Co., Inc. severally shall have the right at all times and from time to time to fully transfer, convey and assign all or any part of its right, title and interest (whether real or personal) in and to any common properties; provided, however, that any such transferee, grantee or assignee shall take such rights subject to all obligations of Declarant and Edward L. Bolding Construction Co., Inc. also herein contained in respect thereto and such transferee, grantee or assignee shall be deemed to have assumed the same. In the event of any such sale, transfer or conveyance, Declarant and Edward L. Bolding Construction Co., Inc. shall not be relieved of liability resulting from its failure to perform or its negligent performance of its obligations under these covenants prior to such sale, transfer or conveyance. Declarant and Edward L. Bolding Construction Co., Inc. shall not, however, be liable to any person for any injury or loss resulting from failure of performance or negligent performance of Declarant's and/or Edward L. Bolding Construction Co., Inc.'s obligations under these covenants arising after such sale, transfer or conveyance.

(e) Headings and binding effect. Headings are inserted only for convenience of reference and are in no way to be construed as defining, limiting, extending, or otherwise modifying a particular article or paragraph to which they refer. The covenants, agreements and rights set forth herein shall be binding upon and shall inure to the benefit of the respective heirs, personal representatives, successors and assigns of Declarant and all persons claiming by, through or under Declarant.

(f) Unintentional violation of restrictions. In the event of unintentional violations of any of the foregoing restrictions with respect to any lot, the Association reserves the right (by and with the mutual written consent of the Owner or Owners for the time being of such lot) to

change, amend, or release any of the foregoing restrictions as the same may apply to that particular lot.

IN WITNESS WHEREOF, the said Declarant, has caused this Declaration of Covenants, Conditions and Restrictions to be executed this 2<sup>nd</sup> day of October, 1980.

EDWARD L. BOLDING CONSTRUCTION CO., INC.

By: Edward L. Bolding  
Edward L. Bolding, President

WITNESSES:

Walter Turrell  
Carl R. Baroni

WITNESSES:

Dale Sells  
Sandra Johnson  
Dale Sells  
Sandra Johnson

Thomas J. Theus  
Thomas J. Theus

Sarah B. Theus  
Sarah B. Theus

WITNESSES:

Dale Sells  
Nancy C. Sells

David J. Martinez  
David Martinez

WITNESSES:

Dale Sells  
Sandra Johnson  
Dale Sells  
Sandra Johnson

Michael Lee Turner  
Michael Lee Turner

Rose Georgina Turner  
Rose Georgina Turner

Gleaze Wood

Matthew Michelson

Gleaze Wood

Patricia A. McKesson

BYLAWS  
OF  
STONEHEDGE HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

Name and Location

The name of the corporation is STONEHEDGE HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the Association shall be located at 4828 North Armenia Avenue, Tampa, Florida, but meetings of the members and directors may be held at such places within the State of Florida, County of Hillsborough, as may be designated by the Board of Directors.

ARTICLE II

Definitions

Section 1. "Association" shall mean and refer to STONEHEDGE HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

Section 2. "Properties" shall mean and refer to that certain real property described in the Declaration of Covenants, Conditions and Restrictions, and such additions thereto, if any, as may hereafter be brought within the jurisdiction of the Association.

Section 3. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Owners.

Section 4. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee

simple title to any Lot 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.

Section 6. "Declarant" shall mean and refer to Edward L. Bolding Construction Co., Inc., its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions applicable to the Properties recorded in the Office of the Clerk of the Circuit Court for Hillsborough County, Florida.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

### ARTICLE III

#### Meeting of Members

Section 1. Annual Meeting. The annual meeting of the membership for the election of officers and members to the Board of Directors and the transaction of such further business as may come before the meeting shall be held at a location designated by the Board of Directors, in the month of February of each year. The specific date of the meeting shall be set at least fifteen (15) days in advance by the Board of Directors.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote two-thirds (2/3) of all of the votes of the Class A membership. No business shall be transacted at any special meeting except as stated in the notice thereof unless by consent of two-thirds (2/3) of the members present.

Section 3. Notice of Meeting. Notice of all meetings of the members, either regular or special, shall be given by an Officer of the Association, and shall be in writing, stating the time and place of the meeting. Such notice shall include an agenda and shall be mailed or delivered to each member household not less than five (5) nor more than thirty (30) days prior to the date set for such meeting.

Section 4. Quorum. The presence at the meeting, either regular or special of members entitled to cast, or of proxies entitled to cast, two-thirds (2/3) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

Section 6. Rules of Conduct. Conduct or procedure for meeting shall be according to the Roberts Rules of Order, except where same may conflict with the charter or these Bylaws.

#### ARTICLE IV

##### Board of Directors, Selection, Term of Office

Section 1. Number. Except as otherwise required by law, the Declaration, Articles of Incorporation or these Bylaws, the entire control and management of the affairs of this Association shall be vested in a Board of Directors composed of not less than three (3) nor more than nine (9) directors, who need not be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect three (3) directors for a term of one (1) year. At each annual meeting there after, the members shall elect three (3) directors, or as many directors up to nine (9) as the members shall determine shall compose the Board from time to time, for a term of one year.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by a majority vote of the remaining members of the Board and shall serve for the unexpired term of the predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE V

### Nomination and Election of Directors

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or nonmembers.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI

### Meetings of Directors

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any two (2) directors, after not less than three (3) days notice to each director.

Section 3. Annual Meeting. The annual meeting of the Board of Directors shall be held immediately after the adjournment of the annual meeting of the members. In the discretion of the Board of Directors the annual meeting may be counted as one regular meeting.

Section 4. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VII

### Powers and Duties of the Board of Directors

Section 1. Powers. The Board of Directors shall have power to:

(a) adopt and publish rules and regulations governing the use and restriction of the Common Area, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for infraction of published rules and regulations for the period of such infraction plus an additional period not to exceed sixty (60) days;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this association and not reserved to the membership by other provisions of these Bylaws, the Article of Incorporation, or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from two (2) consecutive regular meetings of the Board of Directors; and

(e) employ maintenance and repair personnel and such other employees and independent contractors as they deem necessary, and to prescribe their duties.

(f) temporary committees may be appointed by the Board of Directors for any purpose that may be deemed necessary.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and affairs of the Association and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote;

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

[1] fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

[2] send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

[3] foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, if and as it may deem appropriate;

(g) cause the Common Area to be maintained.



ARTICLE VIII

Officers and Their Duties

Section 1. Enumeration of Offices. The officers of this Association shall be a president, a vice-president, a secretary and a treasurer, who shall at all times be members of the Board of Directors, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. Officers shall be elected by a majority of the members voting at the annual meeting and shall serve until a successor is elected and qualified.

Section 3. Term. Each officer shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office, with or without cause, by a majority vote of the members of the Association. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of secretary and treasurer may be held by the same person. Except as hereinabove provided with respect to the offices of secretary and treasurer, no person shall simultaneously hold more than one office except in the case of special offices created pursuant to Section 4. of this Article.

Section 8. Duties. The duties of the officers are as follows:

President

(a) The president shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all liens, leases, mortgages, deeds, and other written instruments and shall co-sign all checks

and promissory notes.

Vice-President

(b) The vice-president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

Secretary

(c) The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all the papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board.

Treasurer

(d) The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; if so directed by the President or the Board of Directors, cause an annual audit of the association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

ARTICLE IX

Committees

The Board of Directors shall appoint a community standards committee, as provided in the Declaration, and a nominating committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XI

Assessments

As more fully provided in the Declaration, each member is obliged to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of eight per cent (8%) per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

ARTICLE XII

Corporate Seal

The Association shall have a seal in circular form which shall bear within its circumference the name of the Association and the calendar year of its incorporation.

ARTICLE XIII

Amendments

Section 1. These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments until the Class B membership is converted to Class A membership.

Amendments

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

ARTICLE XIV

Miscellaneous

The fiscal year of the Association shall begin on the first day of March and end on the last day of February of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the directors of the STONEHEDGE HOMEOWNERS ASSOCIATION, INC., have hereunto set our hands this 28th day of July, 1981.

Dale Bell

J. L. Vroman Jr.

Cheryl Vroman

Jennold Dickman

Mike Kullans

Anne S. Dickman

Eugene N. Lopez

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting secretary of the  
STONEHEDGE HOMEOWNERS ASSOCIATION, INC., a Florida corporation  
and,

THAT the foregoing Bylaws constitute the amended Bylaws of  
said Association, as duly adopted at a meeting of the members  
thereof, held on the 28<sup>th</sup> day of July, 1981.

IN WITNESS WHEREOF, I have hereunto subscribed my name and  
affixed the seal of said Association this 28 day of  
July, 1981.

Anne S. Hickman

Secretary

# State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of STONEHEDGE HOMEOWNERS ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on March 18, 1981, as shown by the records of this office.

The charter number for this corporation is 756846.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
23rd day of March, 1981.



*George F. L.*  
Secretary of State

ARTICLES OF INCORPORATION

OF

STONEHEDGE HOMEOWNERS ASSOCIATION, INC.

FILED

MAR 19 3 21 PM '81

SECRETARY OF STATE  
TALLAHASSEE FLORIDA

We, the undersigned incorporators, hereby associate ourselves together and make, subscribe, acknowledge and file with the Secretary of State of the State of Florida these Articles of Incorporation for the purpose of forming a corporation not for profit in accordance with the laws of the State of Florida.

ARTICLE I

Name and Address

The name of this corporation shall be: STONEHEDGE HOMEOWNERS ASSOCIATION, INC. (hereinafter called the "Association").

The address of this corporation shall be 4828 North Armenia Avenue, Tampa, Florida or such other address within the State of Florida as the Board of Directors may from time to time designate.

ARTICLE II

Purposes

The Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are (1) to provide for maintenance, preservation and architectural control of the residence Lots and Common Area within that certain tract of property described in Exhibit "A", attached hereto and made a part hereof the same as if fully set forth herein, and (2) to promote the health, safety and welfare of the residents within the above-described property.

## ARTICLE III

### Powers

This Association shall have and shall enjoy the exercise of all of the Florida Common Law and statutory (Florida) powers of a corporation not for profit which are not in conflict with the terms of these Articles and all the powers necessary or convenient to effect any and all of the purposes for which the corporation is organized, including the following:

(a) All of the powers and privileges (and all of the duties and obligations) of the Association as set forth in that certain Declaration of Covenants, Conditions and Restrictions, hereinafter called the "Declaration", applicable to the property and recorded or to be recorded in the Office of the Clerk of the Circuit Court and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) The power to fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;

(c) The power to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) The power to borrow money, and with the assent of two-thirds (2/3) of each class of members mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;



(e) The power to dedicate, sell 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 shall be effective unless an instrument has been signed by two-thirds (2/3) of each class of members, agreeing to such dedication, sale or transfer;

(f) The power to participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area, provided that any such merger, consolidation or annexation shall have the assent of two-thirds (2/3) of each class of members;

(g) The power to maintain, repair, replace and operate the property of the Association;

(h) The power to purchase liability and damage insurance upon the property of the Association;

(i) The power to reconstruct improvements after casualty and the power to construct further improvements on the property of the Association;

(j) The power to make, alter, amend and revoke reasonable regulations respecting the use of the property of the Association and the members' lots and improvements thereon; provided, however, that unless a greater percentage is otherwise required by these Articles, the Declaration or bylaws of the Association, all such regulations and amendments thereto shall be approved by not less than fifty-one per cent (51%) of the votes of the entire membership of the Association before such shall become effective;

(k) The power to enforce by legal means the provisions of the Declaration, these Articles, the bylaws of the Association and the Rules and Regulations of the Association;  
and

(1) To employ personnel to perform the services required for the proper discharge of the duties and obligations of the Association and the exercise of its powers and rights in carrying out its purposes.

#### ARTICLE IV

##### Membership

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

#### ARTICLE V

##### Voting Rights

The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant of the Declaration, and shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and shall be automatically converted to Class A member-

ship when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership.

#### ARTICLE VI

##### Term of Existence

The term for which this corporation is to exist shall be perpetual.

#### ARTICLE VII

##### Subscriber

The name and address of the subscribers to these Articles of Incorporation is:

<u>Name</u>	<u>Address</u>
A. Edward McGinty	220 Madison Street Tampa, Florida 33602
J. Bob Humphries	220 Madison Street Tampa, Florida 33602
Sigrid Erwin	220 Madison Street Tampa, Florida 33602

#### ARTICLE VIII

##### Officers and Directors

The affairs of this Association shall be managed by a Board of Directors who shall be elected by the members of the Association as provided in the bylaws and by officers who shall be elected by the Board of Directors and who need not be members of the Association. The officers thus to be elected shall be a president, a vice president, a secretary and a treasurer and such other officers as may be provided for in the bylaws of the Association. The duties of the respective officers and the manner of filling vacancies in the offices of the Association shall be provided in the bylaws.

The number of Directors and the manner of filling vacancies in the Board of Directors shall be provided in the bylaws of the corporation. The number shall not be less than three (3), but may be any number in excess thereof. A quorum for the transaction of business shall be a majority of the Directors qualified and active, and the act of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Directors. Meetings of the Directors may be held within or without the State of Florida. Only members of the Association may be Directors.

#### ARTICLE IX

##### Officers

The names and addresses of the officers of this Association who, subject to these Articles and the bylaws of this Association and the laws of the State of Florida, shall hold office for the first year of the existence of this Association, or until an election is held by the Directors of this Association for the election of permanent officers, or until their successors have been duly elected and qualified are:

<u>Name</u>	<u>Office</u>	<u>Address</u>
A. Edward McGinty	President	220 Madison Street Tampa, Florida 33602
J. Bob Humphries	Treasurer	220 Madison Street Tampa, Florida 33602
Sigrid Erwin	Secretary	220 Madison Street Tampa, Florida 33602

#### ARTICLE X

##### Directors

The names and addresses of the members of the first Board of Directors, who, subject to these Articles, the

bylaws of this Association and the laws of the State of Florida, shall hold office for the first year of the Association's existence, or until an election is held by the members for the election of permanent Directors, or until their successors have been duly elected and qualified are:

<u>Name</u>	<u>Address</u>
A. Edward McGinty	220 Madison Street Tampa, Florida 33602
J. Bob Humphries	220 Madison Street Tampa, Florida 33602
Sigrid Erwin	220 Madison Street Tampa, Florida 33602

#### ARTICLE XI

##### Bylaws

The bylaws of this Association may be made, altered or rescinded from time to time in whole or in part by a majority vote of the members of this Association present at any meeting of the members duly called and convened; provided, however, that a quorum is present at the meeting of the members and, except for the adoption of the initial bylaws of the Association, that a notice of the proposed action with respect to the bylaws shall have been mailed by the secretary to all of the members of the corporation at least ten (10) days before the meeting.

#### ARTICLE XII

##### Dissolution

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of each class of members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for

which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

#### ARTICLE XIII

##### Amendment of Articles of Incorporation

These Articles may be amended by resolution adopted by the seventy-five per cent (75%) of the members of the Association.

#### ARTICLE XIV

##### FHA/VA Approval

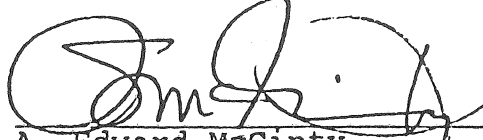
As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: annexation of additional properties, mergers and consolidations, mortgaging of Common Area, dedication of Common Area, dissolution and amendment of these Articles.

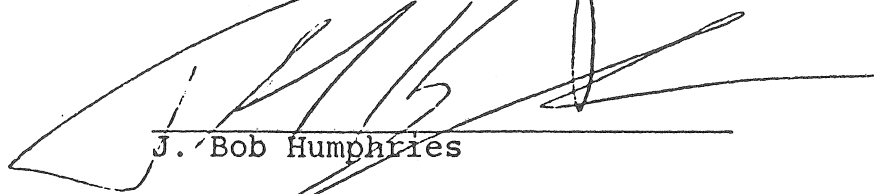
#### ARTICLE XV


##### Registered Office and Registered Agent

The street address of the corporation's initial registered office is 220 Madison Street, Tampa, Florida 33602, and the name of the corporation's initial registered agent at such address is A. EDWARD MCGINTY. The corporation may change its registered office or its registered agent or both by filing with the Department of State of the State of Florida a statement complying with Section 607.037 of the Florida Statutes.

IN WITNESS WHEREOF, we have executed these Articles of Incorporation for the uses and purposes therein expressed this 17 day of March, 1981.

  
A. Edward McGinty

  
J. Bob Humphries

  
Sigrid Erwin

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, on this 17 day of March, 1981, personally appeared A. EDWARD MCGINTY, to me well known to be the person described in and who signed the foregoing Articles of Incorporation and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

  
Notary Public

My Commission Expires:

Notary Public, State of Florida At Large  
My Commission Expires Dec. 20, 1981

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, on this 17<sup>th</sup> day of July, 1980, personally appeared J. BOB HUMPHRIES, to me well known to be the person described in and who signed the foregoing Articles of Incorporation and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

[Signature]  
Notary Public

My Commission Expires:

Notary Public, State of Florida At Large  
My Commission Expires Dec. 20, 1981

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

BEFORE ME, the undersigned authority, on this 17<sup>th</sup> day of March, 1980, personally appeared SIGRID ERWIN, to me well known to be the person described in and who signed the foregoing Articles of Incorporation and acknowledged to me that he executed the same freely and voluntarily for the uses and purposes therein expressed.

WITNESS my hand and official seal the date aforesaid.

[Signature]  
Notary Public

My Commission Expires:

Notary Public, State of Florida At Large  
My Commission Expires Dec. 20, 1981



EXHIBIT "A"

Lots 1 and 2, Block 7, less the North 131.0 feet thereof, together with the West 45.0 feet of Lot 10, Block 7 of STONEHEDGE, as recorded in Plat Book 48, Page 63, of the Public Records of Hillsborough County, Florida; and

The South 1.0 feet of Lots 1 and 2; and

the West 1.0 feet of Lots 2, 3, 4, 5, 6, 7 and 8; and

the North 1.0 feet of Lots 8, 9, 10, 11, 12, 13, 14, 15 and 16; and

the East 1.0 feet of Lots 17, 18, 19, 20, 21 and 22; and

the South 1.0 feet of Lots 22, 23, 24, 25, 26 and 27 of Block 6 of STONEHEDGE, as recorded in Plat Book 48, Page 63, of the Public Records of Hillsborough County, Florida.

EXHIBIT "A"