

STONEWOOD SUBDIVISION

**AMENDED AND RESTATED NOTICE OF RESTRICTIONS ON REAL ESTATE**

State of Florida, City of Altamonte Springs, County of Seminole.

**KNOW ALL MEN BY THESE PRESENTS:**

WHEREAS, the undersigned, referred to herein as the DEVELOPERS, as the owners of property located in Altamonte Springs, Seminole County, Florida, and more particularly described as follows:

**FOR THE STONEWOOD SUBDIVISION**

**THIS AMENDED AND RESTATED NOTICE OF RESTRICTIONS ON REAL ESTATE FOR THE STONEWOOD SUBDIVISION** is made the date this Declaration is recorded in the Public Records of Seminole County, Florida, by the Owners and Members of Stonewood Homeowners Association, Inc., a Florida corporation not-for-profit, (“Association”).

**RECITALS**

WHEREAS, Rex, Pinel, Irwin and Rex Partnership (“Developer”) subjected the real property commonly known as Stonewood Subdivision to that certain Stonewood Subdivision Notice of Restrictions on Real Estate recorded at Official Records Book 1126, Page 1173, of the Public Records of Seminole County Florida, which was subsequently amended and supplemented by that certain Stonewood - First Addition Notice of Restrictions on Real Estate recorded in Official Records Book 1157, Page 1236, of the Public Records of Seminole County Florida; Amendment to the Stonewood Subdivision Notice of Restriction on Real Estate recorded at Official Records Book 1549, Page 0656, of the Public Records of Seminole County Florida; Amendment to the Stonewood Subdivision Notice of Restrictions on Real Estate recorded at Official Records Book 2514, Page 0844, of the Public Records of Seminole County Florida; Amendment to the Stonewood Subdivision Notice of Restrictions on Real Estate recorded at Official Records Book 2514, Page 0848, of the Public Records of Seminole County Florida; and Stonewood Homeowners Association, Inc., Statement of Marketable Title Action recorded at Official Records Book 6241, Page 1521, of the Public Records of Seminole County, Florida; and Amendment to the Stonewood Subdivision Notice of Restrictions on Real Estate recorded at Official Records Book 6410, Page 1061 of the Public Records of Seminole County Florida (collectively, the “Original Declaration”); and

WHEREAS, the Original Declaration encumbers the real property more particularly described as

STONEWOOD SUBDIVISION, as recorded in Plat Book 20, Pages 66 & 67, Public Records of Seminole County, Florida, and STONEWOOD – FIRST ADDITION, as recorded in Plat Book 21, Page 35, Public Records of Seminole County, Florida.

THEREFORE, THESE PRESENTS WITNESSETH: That (“Property”); and

WHEREAS, the undersigned as owners/Owners of the above described subdivision/Association are desirous of real property, in order to develop said subdivision in an orderly manner and to insure amending, revising and restating the protection of subsequent purchasers/Original Declaration as is more particularly set forth in this Declaration, which contains substantial rewording of the Original Declaration; and

WHEREAS, pursuant to Paragraph 22 of the individual lots therein, hereby place the following Original Declaration, the Original Declaration may be amended with the written consent of at least seventy-five percent (75%) of the Owners of Lots in the Property, which such written consents shall be part of the Association’s official records; and

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WHEREAS, more than seventy-five percent (75%) of the Owners of Lots in the Property approved this Declaration.

NOW THEREFORE, in consideration of the premises and the covenants, ~~and herein contained, the Association hereby declares that henceforth the Original Declaration is superseded and completely replaced by this Declaration, but shall relate back to the Original Declaration, such that the real property within the Property, and all additions thereto, shall be owned, held and conveyed subject to the covenants, restrictions on the, easements, reservations and liens herein established, all of which shall be covenants running with the land and shall be binding and inure to the benefit of the Association and the Owners of land within the Property, their respective successors and assigns, and any other parties having any right, title or interest in such real property above described,~~

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1. **DEFINITIONS:** In addition to the definitions set forth in the Recitals, which are incorporated herein by reference as if more fully set forth herein, the following words when used in this Declaration (unless the context shall otherwise prohibit), shall have the following meanings:

- a. "Articles" shall mean and refer to the Articles of Incorporation of the Association.
- b. "Assessment" or "Assessments" shall mean and refer to those charges made by the Association from time to time against a Lot within the Property for the purposes set forth in the Governing Documents, and shall include, but not be limited to, Annual Assessments and Special Assessments, and Individual Assessments defined in in this Declaration.
- c. "Association" shall mean and refer to Stonewood Homeowners Association, Inc.
- d. "Board" or "Board of Directors" shall mean and refer to the Board of Directors of the Association.
- e. "Bylaws" shall mean and refer to the Bylaws of the Association as the same have been amended or restated from time to time.
- f. "Common Expenses" shall mean and refer to all expenses incurred by the Association in connection with its ownership and/or maintenance of the Common Area, carrying out any duties and obligations set forth in the Governing Documents, or as any are otherwise determined to be in the interest of the Association by the Board of Directors.
- g. "Declaration" shall mean and refer to this Amended and Restated Notice of Restrictions on Real Estate for the Stonewood Subdivision.
- h. "Enforcement Cost" or "Enforcement Costs" shall mean and refer to all reasonable costs of enforcement including without limitation, court costs, attorneys' fees, paralegals' fees, expert fees and related disbursements, whether or not any suit or other judicial or administrative proceeding is filed, including those incurred pre-suit, and, if a proceeding is filed, it includes all reasonable costs before and during any such proceeding, at all levels of proceedings, and in any post-judgment proceedings.

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i. “Governing Documents” shall mean and refer to this Declaration, the Articles, and the Bylaws, as the same may be amended, supplemented or restated. One Governing Document’s lack of a provision with respect to a matter for which provision is made in another Governing Document shall not be deemed a conflict or inconsistency between such Governing Documents.

j. “Lot” shall mean and refer to any plot of land exclusive of the Common Areas, as shown on STONEWOOD SUBDIVISION, as recorded in Plat Book 20, Pages 66 & 67, Public Records of Seminole County, Florida, and STONEWOOD – FIRST ADDITION, as recorded in Plat Book 21, Page 35, Public Records of Seminole County, Florida. The Lot shall also include a Living Unit at such time as one is situated thereon.

k. “Living Unit” shall mean and refer to any portion of a building situated upon the Property, including the land or Lot upon which it rests, designed and intended for use and occupancy as a residence by a single family.

l. “Member” shall mean and refer to each Member of the Association as provided in the Membership in Association section of this Declaration.

m. “Membership” shall mean and refer to the Members of the Association.

n. “Original Declaration” shall mean and refer to the Original Declaration set forth in the Recitals.

o. “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 situated upon the Property; but, notwithstanding any applicable theory of the law of mortgages, Owner shall not mean or refer to a Mortgagee unless and until such mortgagee has acquired title to a Lot pursuant to foreclosure or any proceeding in lieu of foreclosure. All owners of a single Lot shall be treated for all purposes as a single Owner, irrespective of whether such ownership is joint, in common, or tenancy by the entirety.

p. “Property” shall mean and refer to the Property set forth in the Recitals.

**2. MEMBERSHIP IN ASSOCIATION:** Each Owner shall be a Member of the Association. The Association membership of each Owner shall be appurtenant to, and inseparable from the Lot giving rise to such membership, and any transfer of title to a Lot shall operate automatically to transfer to the new Owner the membership in the Association appurtenant to that Lot. Member shall have one (1) vote for each Lot owned by that Member, each vote in the Association shall be cast as a single vote, and fractional votes shall not be allowed. If more than one (1) vote is cast for a Lot, none of the votes cast for that Lot shall count. If any Owner casts a vote on behalf of a Lot, it shall be conclusively presumed that Owner was acting with the authority and consent of all other Owners of that Lot. The right to cast a vote or votes on any matter before the Membership is subject to the Association’s right to suspend the same.

**3. LAND USE AND BUILDING TYPE:** No ~~lot~~Lot shall be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on any ~~lot~~Lot other than one detached, single-family dwelling having a minimum living area of 1,800 ~~sq-ft~~square feet. None of the foregoing dwellings shall exceed two and one-half (2-~~1~~1/2) stories in height, a private enclosed garage for not less than two (2) nor more than three (3) cars, ~~servant quarters~~, and a storage or tool room attached to the ground floor of such garage. No garage may later be used for living area without the construction of the garages as specified above to replace that which is converted to living area. All dwellings must face to the front of the ~~lot~~Lot except in the case of corner ~~lots~~Lots, in which

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instances, the dwelling may face toward either street. Only finishing materials such as stucco or colorcrete, except where special decorative design elements have been implemented may be used on the exterior of a Living Unit on a Lot provided the size, shape, colors, materials, and designs conform to the Governing Documents.

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~~2-4~~ **ROOFS:** Flat, built-up roofs shall be permitted only over Florida Rooms, porches or patios at the rear of the residence. All other roofs shall be pitched and composed with a slope of tile, asbestos shingle, asphalt shingle, cedar shake shingle, slate construction, 3:12 or special roofing if approved by greater. Roofs shall be consistent with the Architectural Review Committee general appearance of and material used on other roofs associated with other Lots in the development.

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~~5.~~ **EXTERIOR PAINT COLORS:** Exterior paint colors shall be consistent with the general appearance of other Living Units on Lots in the development.

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~~3-6~~ **GARAGE AND DRIVEWAYS:** In addition to the requirements stated in Paragraph 1 above set forth in the Governing Documents, all garages must comply with the following requirements: It must have a minimum width of twenty-two (22) feet, it must have either a single overhead door with a minimum width of sixteen (16) feet, or two (2) or three (3) individual overhead doors, each with a minimum of eight (8) feet in width. All these doors must have an electric operator. In addition, a service door must be provided, facing either the side or the rear of the lot. All dwellings Living Units shall be served with a paved driveway of either concrete or asphalt of at least sixteen (16) feet in width at the entrance of the garage.

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~~4-7~~ **DWELLING QUALITY, QUANTITY AND SIZE:** All exposed concrete block must be stuccoed, or colorcreted, except where special decorative blocks may be permitted by the Architectural Review Committee. Within seven (7) days from completion of the residence the lot must be sodded. **LANDSCAPING:** Each Lot shall be grassed over with sod of the St. Augustine or floritam variety or other Florida-Friendly grass or groundcover from the rear corners of the structure to the curb, and the front and sides must be landscaped. Notwithstanding the foregoing, Owners are permitted to implement xeriscape or Florida-Friendly Landscaping (FFL). Under no conditions is artificial turf permitted on any portion of the front yard. On corner Lots the Living Unit shall be deemed to have two front Lot lines for the purposes of this paragraph only.

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~~5.8. **BUILDING LOCATION:** A front set-back line will be noted on the Plat of Record and will, in no case, not allow a front set back of less than twenty-five (25) feet. Side set back of ten (10) feet and rear set back of thirty (30) feet are required.~~

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~~6. **ARCHITECTURAL CONTROL:** No building or other structures shall be erected, placed or altered on any building lot until the building plans, specifications, and plot plan have been submitted to the Architectural Review Committee comprised of the Developers, their successors or their assigns. In the event that the said Architectural Review Committee or its successors or assigns fail to approve or dis approve such design and location within thirty (30) days after the same have been submitted to said Architectural Review Committee, such approval will not be required and this covenant will be deemed to have been fully complied with. Powers and duties of the Architectural Review Committee, its successors and/or assigns as herein set forth shall cease on or after December 31, 1992. Thereafter, the approval described in this covenant shall not be required unless a written instrument shall have been executed by the then recorded owners of a majority of the lots in said subdivision and duly recorded in the Public Records of Seminole County appointing a representative or representatives who shall thereafter exercise the same power as above granted unto the said Developers, their successors and/or assigns.~~

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~~9. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot except one professional sign of the builder or contractor and one "For Sale" sign or "Open House" sign. In any event, no one sign shall be larger than six (6) sq-ft. No banners, flyers, etc square feet. Political candidate or ballot yard signs are permitted for not more than sixty (60) days prior to the date on which such candidate or ballot item is voted, and shall be removed within seven (7) days after such date.~~

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~~10. **FLAGS:** Any Owner may display one portable, removable United States flag or one official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 4 1/2 feet by 6 feet, which represents the United States Army, Navy, Air Force, Marine Corps, Coast Guard, Space Force, or a POW-MIA flag. Such additional flags must be equal in size to or smaller than the United States flag, if also displayed. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances in the county or municipality in which the flagpole is erected.~~

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~~11. **DRONES:** Drones must be operated in accordance with applicable federal, state, and local regulations. Drones may not be used for video or photography of others in the community without such individuals' prior written consent. Drones must not cause a nuisance or disturbance to the community.~~

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~~7.12. **FIREWORKS:** Fireworks are allowed, only on July 4, December 31, and January 1, in accordance with Florida State Law. Detonating fireworks is restricted to the hours between 7 p.m. and 12 midnight.~~

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~~8.13. **GAME AND PLAY STRUCTURES:** All basketball backboards and any other fixed game and play structures shall be free standing and separate from the dwelling and located at the rear of~~



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b. No vehicle may be parked on a sidewalk or in such a manner that any part of such vehicle is protruding over a sidewalk or any part of the sidewalk area; in front of a public or private driveway in a manner that obstructs either the driveway or obstructs the view of other vehicles from the driveway; or within fifteen (15) feet of a fire hydrant.

c. No vehicle may be parked on any unpaved portion of a Lot, alley, right-of-way or sidewalk or in such a manner that any part of such vehicle is protruding over an unpaved surface.

d. No vehicle may stop, stand or park in the street so as to leave available less than ten (10) feet of the width of roadway for free movement of vehicular traffic, except stopping momentarily for loading or unloading of passengers or deliveries.

18. RENTALS: No Lot or Living Unit may be used for short-term rentals. Leases shall not be shorter than six (6) months and no Lot or Living Unit shall be leased more than three (3) times in any given year. No Lot or Living Unit shall be offered for lease during a period of one (1) year after sale, foreclosure, or change in ownership. For the purposes of this Declaration, the terms "lease agreement", "lease", "leasing" and "leased" may be used interchangeably, and shall mean and refer to any rental, lease, license and occupancy agreement, contract, or arrangement, of any type or kind whatsoever, whether verbal or written, relating or pertaining to the occupancy of a Living Unit or Lot by a non-Owner, which involves the Owner or the Owner's family, tenant or other occupant receiving money, goods and services or any other type of consideration from the non-Owner for the rental, lease, license, or occupancy of the Living Unit.

19. SWIMMING POOLS AND ENCLOSURES: Any swimming pool constructed on any ~~lot~~ Lot in the community shall be subject to the following restrictions, reservations, and conditions:

(a) The elevation of the top of the pool may not be over two (2) feet above the natural grade. No above-ground pools are permitted.

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~~11. **MAINTENANCE OF VACANT LOTS AND DWELLINGS:** Once a lot has been sold by the Developers the same, whether improved or not, shall be maintained in good appearance and free from overgrown weeds and from rubbish. In the event any lot is not so maintained, then the said Developers, their successors and/or assigns, shall have the right to enter upon said lot for the purpose of cutting and removing such overgrown weeds and rubbish and the expense thereof shall be charged to and paid for by the owner of such lot. If not paid by said owner within thirty (30) days after being provided with a written notice of such charge, the same shall become a lien upon said lot until paid and may be collected by an action to foreclose said lien, or by an action at law, at the discretion of said Developers, their successors and/or assigns.~~

b. Only screened swimming pool enclosures are allowed. Glass enclosures are not allowed.

20. **MAINTENANCE OF LOTS AND DWELLINGS:** Each Lot, and lawn, landscaping, exterior portions of the Living Unit, and all other improvements located on a Lot, shall be kept and maintained in good repair and in a neat and attractive condition at all times.

a. The minimum, but not exclusive, standard for maintenance of the Lot, lawn, landscaping, exterior portions of the Living Unit, and any improvements on the Lot shall be consistent with the general appearance of the other Living Units and Lots in the Property as a whole.

b. The maintenance obligation of each Owner as to the Lot, exterior portions of the Living Unit and any improvements on the Lot shall include, without limitation, maintenance of all exterior surfaces and roofs, fascias and soffits, awnings, trellises, decorative facades, gutters, screens, windows, doors, lighting, pool decks, lanais, porches, brick pavers, driveways and walkways including the portion of the brick pavers, driveways, sidewalks and driveway aprons.

c. Owners shall clean, pressure wash, repaint and/or otherwise maintain, as appropriate, the exterior portions and/or surfaces of the exterior portions of the Living Unit and any other improvements on the Lot, including exterior surfaces of garage doors, as often as is necessary to comply with the foregoing standards.

d. Each Owner shall keep the roofs on any of that Owner's Living Unit and any other improvements on the Lot in a neat and attractive condition at all times, including but not limited to, pressure washing and removal of mold, dirt and other staining.

e. Each Owner shall keep and maintain the grass, trees, shrubbery and any other landscape material located on that Owner's Lot in good repair and in a neat and attractive condition. The minimum, but not exclusive, standard for maintenance of landscaping shall be consistent with the general appearance of the other Lots in the Property as a whole when initially landscaped (taking into account, however, the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained). Landscape maintenance shall include, without limitation, irrigation, fertilization, weeding, mowing, trimming, edging, keeping the Lot free of trash, debris, and other non-decorative materials of any type, spraying for insects and disease, and the periodic and timely replacement of any dead, damaged and/or diseased plantings and/or grass, sod or lawn.

f. All Owners shall maintain the grass area in the right-of-way adjacent to their Lot. Each Owner shall grass over (with sod of the St. Augustine or floritam variety or other Florida-Friendly grass



or groundcover), mow and keep free of trash and debris, on a routine basis, the unpaved portions of any platted street(s) abutting the Owner's Lot. Each Owner's exterior maintenance responsibility as set forth in this Section is mandatory and shall be complied with in its entirety even if an Owner does not reside on and/or occupy that Owner's Lot. An Owner may not waive or otherwise avoid this exterior maintenance responsibility by abandonment of that Owner's Lot.

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**12.21. GARBAGE AND TRASH DISPOSAL:** No ~~lot~~Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers and, except during pick-up, if required to be placed at the curb, all containers shall be kept ~~at the rear of all dwellings or~~ out of sight from the street. There shall be no burning of trash or any other waste materials. ~~On trash pickup days, containers may be placed at the curb no earlier than 7 p.m. on the day preceding the pickup and removed from the curb and secured as described above no later than 7 p.m. on the day of the pickup. On yard waste pickup days, containers may be placed at the curb no earlier than 7 p.m. on the day preceding the pickup and removed from the curb and secured as described above no later than 7 p.m. on the day of the pickup.~~

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**13.22. NUISANCES AND NOISE:** No noxious or offensive activity shall be carried ~~on~~out upon any ~~lot~~Lot, nor shall ~~anything be done~~any activity, thereon which may be, or may become, an annoyance or nuisance to the neighborhood. ~~This includes sound produced by outdoor speakers, car speakers, car exhaust systems, and other devices that disturb the comfort and repose of the neighborhood.~~ There shall be no solicitations of any kind in the subdivision except as allowed by lawful permit obtained from the applicable governmental body.

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**14.23. TEMPORARY STRUCTURES:** No structure of a temporary character, No trailer, basement, tent, shack, garage, barn, ~~shed~~ or other outbuilding shall be ~~used on any lot at placed, installed or constructed on any time as a residence~~Lot, either temporarily, or permanently ~~if such trailer, basement, tent, shack, garage, barn, shed or other outbuilding is or will be visible from any street or any other Lot.~~

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**15.24. LIVESTOCK, PETS, AND POULTRY:** No livestock, horses, poultry, or other animals of any kind shall be raised, bred or kept on any ~~lot, except~~Lot, EXCEPT that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. ~~All pets must be on a leash when not on the Owner's Lot and must be cleaned up after.~~

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**25. SOLAR PANELS:** Solar Panels may be installed on a Living Unit provided, however, the Owner's proposed installation complies with Section 163.04, Florida Statutes.

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**16.26. CLOTHESLINES:** All clotheslines shall be placed at the rear of and within the area encompassed by a rearward extension of the sidelines of said dwelling; ~~provided, however, nothing herein shall be construed to contradict Section 163.04, Florida Statutes.~~

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**27. MAILBOXES:** All mailboxes shall be permanently installed with a setback of between 6 and 8 inches from the curb when closed, so that the door or delivery opening is at a height of 41 to 45 inches above street level. Only mailboxes approved by the Postmaster General may be used. Architectural and monument-style mailboxes are permitted, provided that the design has been

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approved by the Postmaster General, is consistent with regulations and standards of the United States Postal Service at the time of installation, complies with any applicable provision of the Governing Documents. Mailboxes shall be consistent with the general appearance of other mailboxes associated with other Lots in the development.

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28. ACCESS RAMPS: Any Lot Owner may construct an access ramp if a resident or occupant of the residence thereon has a medical necessity or disability that requires a ramp for egress and ingress under the following conditions: provided, however, the ramp must be as unobtrusive as possible, be designed to blend in aesthetically as practicable, and be reasonably sized to fit the intended use.

17-29. **VEHICLES AND REPAIR:** No inoperative cars, trucks, trailers or other types of motorized vehicles shall be allowed to remain either on or adjacent to any lot for a period in excess of forty-eight (48) ~~seventy-two (72)~~ hours, provided however, this provision shall not apply to any such vehicle being kept in an enclosed garage. There shall be no major repair performed on any motor vehicle on or adjacent to any lot on the Property except if such major repair is taking place in the subdivision an enclosed garage. No boats, campers, trailers, or recreational vehicles shall be allowed to be parked for over twenty four (24) ~~longer than seventy-two (72)~~ hours in front of the residence or, in the case of a corner lot, on the corner or front of said residence.

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~~18. **EASEMENTS:** Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat, or as heretofore granted by the said Developers and at this time a part of recorded in the public records of Seminole County, Florida.~~

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~~30. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.~~

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~~19. **SIDEWALKS:** Sidewalks must be installed upon completion of the residence. The owner of any lot which has a fire hydrant in the parkway is responsible to see that the fire hydrant's elevation in relation to the surrounding lot grade is in compliance with the City of Altamonte.~~

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~~31. **SIDEWALKS:** Sidewalks must be maintained by each Lot Owner. Maintenance includes, but is not limited to: keeping the sidewalk clear of obstructions and obstacles, such as vehicles, equipment, furniture and/or recreational gear (bicycles, skateboards, scooters, balls, bats, etc.); keeping the sidewalk free of vegetation overgrowth and litter, such as lawn clippings and plant debris; pressure washing the sidewalk as needed to provide a clean, attractive, and safe surface; removing any temporary obstructions in a timely manner.~~

~~20.32. **WAIVER OF MINOR VIOLATIONS:** Where a building has been erected or the construction thereof is substantially advanced and it is situated on any lot in such a manner that same constitutes a violation or violations of any of the above covenants, said Developers, their successors and/or assigns, the Board shall have the right at any time to release such lot or portions thereof from such part of the provisions of any said covenants as are violated, provided, however, that said Developers, their successors and/or assigns, the Board shall not release a violation or violations of any of said covenants except as to violations they, in their sole discretion, determine to be minor, and the power to release any such lot or portions thereof from such a violation or violations shall be dependent on a determination by them that such violation or violations are minor.~~

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~~21.33. **TERM:** These covenants are to run with the land and, except as they may or might be amended in accordance with Paragraph 22 Florida Statute requirement, shall be binding on all parties and all persons claiming under them until December 31, 20072048. Thereafter, these Covenants shall be automatically extended for successive periods of ten (10) years each, unless within six (6) months prior to the commencement of any ten (10) year period, an instrument to the contrary has been executed and recorded in the Public Records of Seminole County, Florida pursuant to the requirements of Paragraph 22.~~

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~~34. **AMENDMENTS:** (Note: Original document~~

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~~This Declaration may be amended 10/22/1992, stated December 31, 1992). (Note: Original Modified Document amended 09/13/2006 to add in whole or in part with the last sentence).~~

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approval

~~22. AMENDMENTS.~~

~~22.1a. : At any time the then owners of at least 75seventy-five percent (75%) of the lots may amend change these Covenants in whole or in part by executing a written instrument approving and consenting to the amendment(s), making said changes and have the same duly recordedLots in the Public Records of Seminole County, Florida. This provision shall not apply, however, as it pertains to the requirements of Paragraph 2 aboveProperty voting in person, or to set back lines from any front, interior, side, rear, or side street lot line, andthe said Developers specifically reserve unto themselves and their successors and/or assigns the authority to change or waive the requirements of said Paragraph 2 or change said set back linesby proxy, at any meeting of the Owners.~~

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~~time prior to the construction of a residence dwelling, regardless of the number of lots owned by them in said subdivision.~~

~~22.2b. Any and all amendments shall be executed by the President and ~~Vice President~~ Secretary of the ~~Stonewood Homeowners Association, Inc. (The "Association")~~ on behalf of the Association, and their signatures attested by the Secretary of the Association, and certified by a Notary Public authorized by Florida law to take acknowledgments.~~

~~22.2c. Any and all approved amendments shall be recorded in the Public Records of Seminole County along with a Secretary's Certificate of Consent affixed thereto, certifying the receipt and verification of ~~written consents and the approval~~ by the ~~owners~~ Owners of at least seventy-five percent (75%) of the ~~lots~~ Lots of the Stonewood subdivision, of said amendment(s) and authorizing the recording of same in the manner herein provided.~~

*(Paragraph 22 Amended 09/13/2006 as above (underlined text was added, strikethrough was deleted).)*

~~23. **ENFORCEMENT:** If the owner or owners of property in said STONEWOOD, SECTION 1, or any other person or persons, or any of them, or any of their heirs, personal representatives, successors, or assigns, shall violate or attempt to violate any of the covenants or restrictions contained herein, it shall be lawful for any other person or persons owning any real property situated in said STONEWOOD, SECTION 1, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.~~

~~It is expressly understood and agreed that all costs, including reasonable attorney's fees, incurred by any moving party in any legal proceedings which result in the successful enforcement of any covenant or restriction contained in this Notice shall be borne in full by the defendant in such proceedings.~~

**SEVERABILITY**

~~35. **ENFORCEMENT:** Every Owner and all family members, tenants, occupants, agents, employees, invitees, contractors, subcontractors, visitors and/or guests of each Owner shall comply with the Governing Documents.~~

~~a. If any Owner, or any family member, tenant, occupant, agent, employee, invitee, contractor, subcontractor, visitor and/or guest of an Owner violates, fails to comply with and/or refuses to comply with the provisions of the Governing Documents, the Association shall be entitled to take any action or remedy at law; take any action or remedy to recover damages; take any action or remedy in equity; seek injunctive relief; seek or take any declaratory action; seek mediation; take any administrative action or remedy (including, but not limited to mediation and arbitration through the applicable agency of the State of Florida); seek specific performance; levy a fine; suspend voting and use rights; or take or exercise any remedy available to it under the Governing Documents. All rights and remedies are cumulative of all other legal, administrative and equitable remedies now or hereafter provided by Florida law or the Governing Documents and all such remedies may be exercised and pursued singly, sequentially or in any combination. The Association or any Owner to enforce any covenant, condition, term, provision, restriction, obligation, rule, regulation, right, power, privilege and/or reservation contained in any of the Governing Documents, however long continued, shall in no event be deemed a waiver of the~~

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right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto.

**b. Entitlement to Enforcement Costs.** If any Owner or any family member, tenant, occupant, agent, employee, invitee, contractor, subcontractor, visitor and/or guest of an Owner violates, fails to comply with and/or refuses to comply with any provision of the Governing Documents, the Association shall be entitled to recover all of its Enforcement Costs, which includes, but is not limited to, all attorneys fees and costs incurred by the Association whether or not suit is commenced. If Enforcement Costs are not paid when due, all Enforcement Costs may be levied as an Individual Assessment against the Owner and Lot who or whose family member, tenant, occupant, agent, employee, invitee, contractor, subcontractor, visitor and/or guest of an Owner violated, failed to comply with and/or refused to comply with any of provisions contained in any of the Governing Documents.

**c. Entitlement to Attorneys' Fees.** In addition to the entitlement set forth above, the prevailing party in any action at law, action for damages, action in equity, action for injunctive relief, administrative action, declaratory action, or any combination thereof, for any violation of any provision of the Governing Documents shall be entitled to recover all of its Enforcement Cost, reasonable attorneys' fees, paralegal fees, legal assistant fees, costs, expenses, appellate attorneys' fees, appellate costs, and appellate expenses.

**d. Fines and Suspensions.**

- i. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors, a fine or fines and/or suspensions may be imposed upon an Owner or any Owner's occupant, tenant, guest, or invitee of the Owner for failure and/or refusal of an Owner and/or that Owner's occupant, tenant, guest, or invitee to comply with any provision of the Governing Documents.
- ii. A fine may not exceed \$100.00 per violation against any Owner or any Owner's occupant, tenant, guest, or invitee for the failure of the owner of the Lot or its occupant, licensee, or invitee to comply with any provision of the Governing Documents. A fine may be levied by the Board of Directors for each day of a continuing violation, with a single notice and opportunity for hearing, except that the fine may not exceed \$1,000.00 in the aggregate.
- iii. A fine or suspension levied by the Board of Directors may not be imposed unless the Board of Directors first provides at least 14 days' notice to the Owner and, if applicable, the Owner's occupant, tenant, guest, or invitee of the Owner, sought to be fined or suspended and an opportunity for a hearing before a committee of at least three Owners appointed by the Board of Directors who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, the proposed fine or suspension may not be imposed. The role of the committee is limited to determining whether to confirm or reject the fine or suspension levied by the Board of Directors.
- iv. If the proposed fine or suspension levied by the Board of Directors is approved by the committee, the fine payment is due 5 days after notice of the approved fine is provided to the Owner and, if applicable, to any occupant, tenant, guest, or invitee of the Owner.

v. The Association must provide written notice of such fine or suspension by mail or hand delivery to the Owner and, if applicable, to any occupant, tenant, guest, or invitee of the Owner.

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24.i. **SEVERABILITY:** Invalidation of any one of these covenants or restrictions or any part thereof by judgement or court order shall in no wiseway affect any of the other provisions which shall remain in full force and effect.

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25.i. **JOINDER:** The undersigned join in the execution of this instrument for the purpose of both giving their consent to the same and subordinating whatever lien on or right, title and interest which they or their respective heirs, personal representatives, successors and/or assigns have or may have in the property hereinabove described, to these restrictions, covenants and conditions set forth above.

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k. **ANNUAL ASSESSMENT:** There **OBLIGATION:**

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a. **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of a Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, hereby covenants and agrees to pay to the Association: (1) Annual Assessments for Common Expenses; (2) Special Assessments; (3) Individual Assessments; and (4) any other charges or levies described in this Declaration, such Assessments to be fixed, established and collected from time to time as hereinafter provided. Each such assessments and charges, together with interest, late fees, collection costs, Enforcement Costs and reasonable attorney's fees and costs, shall be a charge on the land and shall be a lien upon the Lot against which such Assessment is made and the personal obligation of any person or entity who was the Owner of such Lot at the time when the Assessment fell due. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of the Owner's Lot. The Association's lien, whether recorded or not, shall not be affected by the sale or transfer of any Lot. Regardless of how an annual Owner acquires title to a Lot, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, the Owner is liable for all Assessments authorized under the Governing Documents, interest, late fees, collection costs, Enforcement Costs, and attorneys fees and costs that come due while such person or entity owns the Lot. Additionally, each Owner is jointly and severally liable with the prior Owner of the Lot for all unpaid Assessments together with all interest, late fees, collection costs, Enforcement Costs, and attorneys fees and costs that come due up to the time of transfer of title. This liability is without prejudice to any right the current Owner of the Lot may have to recover any amounts paid by the current Owner from the prior Owner of the Lot. Notwithstanding anything to the contrary herein, the Association shall not be jointly and severally liable as the prior Owner, if the Association acquires title to a delinquent Lot through foreclosure or by deed in lieu of foreclosure.

b. **Purpose of Assessments.** The Assessments levied by the Association shall be used for Common Expenses, the purposes of promoting the recreation, health, safety and welfare of the residents in the Property and in particular for the improvement, maintenance, and aesthetic of the Property, services and facilities which are devoted to the purpose and related to the use and enjoyment of the Common Area and of the Lots situated upon the Property.

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~~26-c. **Annual Assessments.** The Annual Assessment shall be set and determined by the Board of Directors, payable annually, in advance, on November 1 of each year or as otherwise determined by the Board of Directors; provided, however, the Annual Assessment may never be for an amount more than 115% of the previous year's assessment for each lot in the Stonewood Subdivision. The assessments shall be due and owing twenty (20) days after bills are mailed or delivered and determined without the approval of a majority of all Owners voting in person or by proxy at a meeting of the Owners where quorum has been obtained. The Annual Assessment shall be paid to the Association to be used in accordance with the Governing Documents. Adjustments to the Annual Assessment shall be made by the Association Board of Directors. Prior to the beginning of each fiscal year, the Board of Directors shall adopt a budget for such fiscal year which shall estimate the Common Expenses to be incurred by the Association during the fiscal year. The total Common Expenses shall be divided by the number of Lots to establish the Annual Assessment for Common Expenses per Lot. The Association shall notify all Owners in writing of the amount of the Annual Assessment for Common Expenses for each Lot. From time to time during the fiscal year, the Board of Directors may revise the budget for the fiscal year. Pursuant to the revised budget the Board of Directors may, upon written notice to the Owners, change the amount, frequency and/or due dates for Annual Assessments for Common Expenses for each Lot. If the expenditure of funds is required by the Association in addition to funds produced by the Annual Assessments for Common Expenses, the Board of Directors may make Special Assessments for Common Expenses, which shall be levied and payable in the manner set forth below. The assessments shall be paid to the Stonewood Homeowners Association, Inc. to be used for the purposes set forth above in this Declaration.~~

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~~27. **AMOUNT OF ANNUAL ASSESSMENT:** The amount of the annual assessment shall be determined at the annual meeting of the Stonewood Homeowners Association, Inc. held each year. Written notice of the meeting shall be mailed or delivered to the members of the Stonewood Home Owners Association, Inc. no less than fourteen (14) days nor more than forty five (45) days prior to the meeting. The Secretary or other designated officer of the Stonewood Homeowners Association, Inc. shall attend to and certify the mailing or delivery of such notice. The notice shall include notification of the time and location of the meeting together with its purpose, which will include the determination of the amount of the annual assessment. The majority vote of the members of the Stonewood Homeowners Association present at such meeting in person or by proxy shall determine the amount of the assessment; provided, however, that the assessment may never be for an amount more than 125% of the previous year's assessment without the written approval of 50% of the members of the Stonewood homeowners Association, Inc.~~

~~28. **COLLECTION OF ANNUAL ASSESSMENT AND LIEN:** The annual assessment for each lot in Stonewood shall be a personal obligation of each record owner of such lot and the Association shall also have a Lien on each such lot for any unpaid assessment, which lien shall also secure the costs of collection by the Association, including without limitation reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording in the Public Records of Seminole County, Florida. The claim of lien shall contain the lot description, the name of the record owner thereof, the amount due, and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of liens shall be signed and verified by an officer of the Stonewood homeowners Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Liens for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. The Stonewood Homeowners Association may also sue to recover a money judgment for unpaid assessments without waiving the lien securing the Same.~~

~~Where an institutional mortgagee or the mortgagee of a first mortgage of record obtains title to the lot as a result of a foreclosure of its mortgage, or where an institutional mortgagee or a mortgagee of a first mortgage of record obtains title to the unit as a result of conveyance in lieu of foreclosure or pursuant to any other remedy provided in the mortgage, such acquirer of the title, its successors and assigns shall not be liable for the share of the Association's common expenses or assessments pertaining to such lot which become due prior to acquisition of title in the manner above provided.~~

d. **Special Assessments.** In addition to the Annual Assessments for Common Expenses authorized by this Declaration, the Board of Directors may levy in any assessment year a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any unanticipated Common Expenses, construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto; provided, however, such Special Assessment is approved in advance by a majority of all Owners voting in person or by proxy at a meeting of the Owners where quorum has been obtained. The Special Assessment shall be levied against all Lots.

- e. **Individual Assessment.** The Board of Directors may levy an Individual Assessment against any Owner and that Owner's Lot in order to cover costs incurred by the Association due to that Owner's failure to maintain that Owner's Lot pursuant to the Governing Documents, to reimburse the Association for loss and/or damage to the Association or to any Common Area or easement area caused by that Owner or that Owner's tenant, family member, employee, agent, contractor, invitee and/or guest, and not covered by insurance, or for any other purpose authorized by this Declaration. The Board of Directors may also levy an Individual Assessment against any Owner and that Owner's Lot to reimburse the Association for costs incurred pursuant to this Declaration in bringing an Owner and/or that Owner's Lot into compliance with the provisions of the Governing Documents, including, but not limited to, Enforcement Costs such as attorneys' fees and costs incurred prior to the commencement of any legal proceeding.
- f. **Payment of Assessments.** Each Owner shall be required to and shall pay to the Association an amount equal to the Assessment, or installment for each Lot within the Property then owned by and/or under the jurisdiction of such Owner on or before the date each Assessment, or installment is due.
- g. **Monetary Defaults and Collection of Assessments.**
- i. **Continuing Lien.** If any Assessment or installment of any Assessment is not paid within thirty (30) days of the due date, then such Assessment shall be delinquent and the delinquent Assessment, together with all interest, late fees, administrative fees, administrative costs, collection costs, Enforcement Costs and reasonable attorney's fees and costs shall be secured by a continuing lien on the Lot as to which the Assessment accrued. The lien shall be prior to all other liens except taxes or assessments levied by a governmental authority and as to the lien of any first mortgage recorded against the Lot, and shall relate back to the date the Original Declaration was recorded. The lien shall be prior to and superior in dignity to homestead status. The lien shall bind the Lot during the ownership by the Owner who owned the Lot at the time the Assessment fell due and the lien shall continue in effect following transfer of title to the relevant Lot to each subsequent Owner until all amounts secured by the lien have been paid.
- ii. **Recorded Lien.** The Association may record a claim of lien for delinquent Assessments in the Public Records of Seminole County, Florida, pursuant to the procedure set forth Section 720.3085, Florida Statutes, as the same may be amended or renumbered from time to time, and foreclose the claim of lien in the same manner as a mortgage. Upon recording, the claim of lien shall secure the amount of delinquency stated therein and all unpaid Assessments, interest, late fees, administrative fees, administrative costs, collection costs, Enforcement Costs and reasonable attorney's fees and costs accruing thereafter until satisfied of record. The recorded claim of lien shall be prior to all other liens except taxes or assessments levied by governmental authority and as to the lien of any first mortgage on the Lot and shall relate back to the date the Original Declaration was recorded. The recorded claim of lien shall bind the Lot during the ownership by the Owner who owned the Lot at the time the Assessment fell due and the recorded claim of lien shall continue in effect following transfer of title to the relevant Lot to each subsequent Owner until all amounts secured by the recorded claim of lien have been paid. If any Assessment or installment of any Assessment is not paid within thirty (30) days after the date when due, the delinquent amount shall bear interest at the highest lawful rate permitted in the State of Florida from the date when first due until fully paid. If any Owner is delinquent in the payment of any Assessment and/or any installment of any Assessment, the Association shall have the authority to impose on and collect from that

Owner an administrative late fee in an amount not to exceed Twenty-Five and No/100 Dollars (\$25.00) or five percent (5%) of the amount of the Assessments that are delinquent and/or each installment of any Assessments that are delinquent, whichever is the greater amount.

iii. Remedies. The Association shall have and may pursue any and all remedies available at law and in equity for the collection of delinquent Assessments, including, but not limited to, bringing an action for collection against the Owner personally obligated to pay the delinquent Assessment, recording a claim of lien (as evidence of its lien and lien rights as provided for in this Declaration) against the Lot as to which the delinquent Assessment remains unpaid, foreclosing the claim of lien against the Lot by judicial foreclosure in the same manner as foreclosure of a mortgage and any other remedy provided to the Association under the Governing Documents or Chapter 720, Florida Statutes, as it may amended and/or renumbered from time to time. The Owner shall also be required to pay the Association any Assessments against the Lot which become due during the period of collection and foreclosure. The Association shall have the right and power to bid at the foreclosure sale and to own, sell, lease, transfer, convey, encumber, use and otherwise deal with any Lot acquired by the Association through foreclosure. The Association may pursue any one or more of its remedies at the same time or successively, and the Association does not waive its ability to foreclose on its claim of lien on a Lot by bringing an action for collection against the Owner of that Lot.

h. Limited Subordination of Lien. The lien of the Association for Assessments or other monies shall be subordinate and inferior to the lien of any first mortgage in favor of an institutional lender recorded prior to the recording of a lien by the Association. Sale or transfer of any Lot shall not affect the lien provided for in this Declaration or relieve such Lot from the lien for any subsequent Assessments. In all instances of the sale or transfer of any Lot which does not result from the issuance of a certificate of title or deed in lieu of foreclosure relating to a first mortgage, the liability of the Owner who obtains title to the Association will be all amounts due for such Lot as of the date of the sale or transfer of title, including, but not limited to, all unpaid Assessments, interest, late fees, administrative fees, administrative costs, collection costs, Enforcement Costs and reasonable attorney's fees and costs in addition to all amounts coming due on and after the date of the sale or transfer of title. Upon the sale or transfer of any Lot pursuant to a certificate of title issued in a foreclosure proceeding or a deed in lieu of foreclosure, the liability of the Owner who obtains title through said certificate of title or deed in lieu of foreclosure (the "Successor Owner") for amounts due as of the certificate of the title or date of the deed in lieu of foreclosure, shall be as follows: (i) if the Successor Owner is the former first mortgage holder or its assigns, and title was transferred pursuant to a certificate of title in a foreclosure action in which the Association was named as a defendant or through a deed in lieu of foreclosure, the Association will be entitled to recover the greater of: (1) The amount recoverable pursuant to such a transfer as provided by Chapter 720, Florida Statutes, as amended from time to time; or (2) The amount which is the lesser of (a) unpaid assessments for such Lot which accrued or became due during the twelve (12) months immediately preceding the certificate of title or deed in lieu of foreclosure; or (b) one percent (1%) of the original mortgage debt; (ii) in all other instances, including, but not limited to, instances in which former first mortgage holder or its assigns is not the Successor Owner, and instances in which the first mortgage holder or its assigns is the Successor Owner, but the other conditions stated above are not satisfied, the Association will be entitled to recover all amounts due for such Lot as of the date of the certificate of the title including, but not limited to all unpaid Assessments, interest, late fees, administrative fees, administrative costs, collection costs, Enforcement Costs and reasonable attorney's fees and costs in addition to all amounts coming due on and after the date of the sale or transfer of title. The

amounts due as stated above will be due within thirty (30) days of the transfer of title. If not paid by that date, the Association can pursue all collection rights provided for in the Declaration.

- i. **Exempt Property.** The following property subject to this Declaration shall be exempted from the Assessments, charges and liens created herein: (a) all properties to the extent of any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; (b) all Common Areas; and (c) all properties exempted from taxation by the laws of the State of Florida, upon the terms and to the extent of such legal exemption.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on the respective dates indicated below:

Signed, sealed and delivered \_\_\_\_\_ (Original) DATE SIGNED: June 13, 1977

In the presence of: \_\_\_\_\_ REX, PINEL, IRWIN & REX PARTNERSHIP

NOTES, AND AMENDMENTS INCORPORATED INforegoing AMENDED AND RESTATED NOTICE OF RESTRICTIONS ON REAL ESTATE FOR THE ABOVE STONEWOOD SUBDIVISION has been approved by the Owners of the Association.

~~This document has been created from the original "Notice of Restrictions on Real Estate" as executed on June 13, 1977, and amended on May 22, 1984, October 22, 1992, and September 13, 2006. There are actually TWO such documents relevant to the Stonewood Subdivision (the original development, and Stonewood First Addition). Other than the description of properties included and recording information, the two documents are functionally identical.~~

~~On January 31, 2017, the Stonewood Homeowners Association completed the process known as "Revitalization" of these Deed Restrictions to correct prior filing errors due to changes in State Law. The final and official version of these documents may be found in Official Record Book #8852 of Seminole County, Florida, pages 1816-1919.~~

~~This seven page document contains the text (as amended) from the above Deed Restrictions as recorded, but omits the numerous signature pages, etc. in the "official" 103 page Document.~~

*Amendments Incorporated In The Above Document:*

*Paragraphs 26, 27 & 28 added to original Deed Restrictions on May 22, 1984.*

*Paragraph 21 (Term) Modified (extended) by Amendment Filed on October 22, 1992.*

*Paragraph 22 (Amendments) modified as shown on September 13, 2006.*

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