

Stoneybrook West

Community Development District

**Wednesday
November 19, 2025
5:30 PM**

**Towne Center
1201 Black Lake Blvd
Winter Garden, FL**

**Zoom Video Link: <https://us06web.zoom.us/j/81387787063>
Call-In Information: 305-224-1968
Meeting ID: **813 8778 7063****

Workshop Meeting

1. Call to Order
2. Roll Call
3. Stoneybrook Ownership and Pond Map
4. Memorandum of Understanding
5. Stoneybrook West Provisions Regarding Pond Banks
6. Stone Creek Stormwater DCR Excerpts
7. Westbrook DCR and Plat Excerpts
8. Adjournment

SECTION III

SECTION IV

**MEMORANDUM OF UNDERSTANDING RELATIVE TO MAINTENANCE, REPAIR
AND REPLACEMENT OF STONEYBROOK WEST STORMWATER MANAGEMENT
SYSTEM AND THE FUNDING OF THE COST THEREOF**

This Memorandum of Understanding ("MOU") is entered into as of this _____ day of _____, 2025, by and between the following:

Stoneybrook West Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Orange County, Florida, whose mailing address is 219 East Livingston Street, Orlando, Florida 32801 ("SWCDD"); and

Westbrook at Stoneybrook West Homeowners Association, Inc., a Florida not-for-profit corporation whose mailing address is 6972 Lake Gloria Blvd., Orlando, Florida 32809 ("Westbrook HOA"); and

Stone Creek Homeowners Association, Inc., a Florida not-for-profit corporation whose mailing address is 2180 W. S.R. 434, Suite 5000, Longwood, Florida 32779 ("Stone Creek HOA"); and

Stoneybrook West Master Association, Inc., a Florida not-for-profit corporation whose mailing address is 6972 Lake Gloria Blvd., Orlando, Florida 32809 (the "Master Association").

RECITALS

WHEREAS, SWCDD was created pursuant to Ordinance 99-60 of the City of Winter Garden, Florida for the purpose of financing, acquiring, constructing and maintaining public infrastructure improvements on certain of the lands located within Stoneybrook West; and

WHEREAS, the Westbrook HOA, Stone Creek HOA and Master Association (sometimes collectively referred to as "Associations" are the owners of certain private improvements and real property located within Stoneybrook West; and

WHEREAS, the Master Association is the owner of the Stoneybrook West Golf Club, which owns a golf course and related private improvements and real property (the "Golf Course") within Stoneybrook West; and

WHEREAS, the stormwater management facilities within Stoneybrook West generally consist of roadway curbs, roadway gutters, stormwater management manholes and manhole covers, roadway inlets (including inlet grates and covers), underground inlet boxes, swales/berms on common areas owned by the Associations, swales/berms on property owned by the Districts, stormwater management pipes (including pipes from roadways to the Districts' ponds, pipes from manholes to the Districts' ponds, pipes connecting the Districts' ponds, and pipes connecting manholes), and stormwater management ponds (including associated outfalls and mitered end sections) (collectively, the "Stormwater Management System"); and

WHEREAS, the operation and maintenance of the Stormwater Management System is included within the scope of the District's Capital Improvement Plans, thereby allowing the Districts to operate and maintain components of the Stormwater Management System; and

WHEREAS, that certain *Declaration of Covenants, Conditions and Restrictions for Stoneybrook West*, recorded in the Official Records of Orange County on August 9, 2000 in Book 6063, Page 2708, ("Master Declaration") as amended from time to time, similarly provides for the ability of the Master Association to operate and maintain components of the Stormwater Management System; and

WHEREAS, that certain *Declaration of Covenants and Restrictions for Stone Creek* recorded in the Official Records of Orange County on August 9, 2000 in Book 6063, Page 2541, as amended from time to time, similarly provides for the ability of the Stone Creek HOA to operate and maintain components of the Stormwater Management System; and

WHEREAS, that certain *Declaration of Covenants and Restrictions for Westbrook at Stoneybrook West*, recorded in the Official Records of Orange County on September 5, 2007 in Book 9422, Page 3885, as amended from time to time, similarly provides for the ability of the Westbrook HOA to operate and maintain components of the Stormwater Management System; and

WHEREAS, it is in the best interest of the residents of Stoneybrook West to clearly and logically delineate responsibilities between the Associations and the District for the maintenance, repair and/or replacement of the components of the Stormwater Management System and funding of the same, and to base such delineation on the most efficient approach for the community; and

WHEREAS, the District and the Associations have determined that the division of responsibilities for the maintenance, repair and replacement of the components of the Stormwater Management System shall be as set forth in the attached **Exhibit A**, which is incorporated herein by this reference, and accordingly desire to enter into this MOU in order to set forth the parties' rights, duties and obligations relative to same.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged the parties agree as follows:

1. INCORPORATION OF RECITALS. The Recitals stated above are true and correct and are incorporated herein as a material part of this MOU.

2. ADMISSION OF RESPONSIBILITY RELATIVE TO STONEYBROOK WEST STORMWATER MANAGEMENT SYSTEM.

A. ASSOCIATIONS. As the Associations are responsible for the maintenance, repair and replacement of the lands that they own within Stoneybrook West, including private roadways and common areas, the Associations shall be responsible for the routine repair and/or maintenance, and the extraordinary repair and/or replacement of those components of the Stormwater Management System identified on the attached **Exhibit A** as "Association" (hereinafter, the "Association Components"). The Associations shall annually budget and collect

assessments for the routine repair and/or maintenance, and the extraordinary repair and/or replacement of their respective Association Components. The funds budgeted for the extraordinary repair and/or replacement of the Association Components shall only be expended for the extraordinary repair and/or replacement of such improvements.

B. **SWCDD.** As SWCDD is responsible for the maintenance, repair and replacement of the lands that it owns within Stoneybrook West, including certain of the stormwater management ponds, SWCDD shall be responsible for the routine repair and/or maintenance, and the extraordinary repair and/or replacement of those components of the Stormwater Management System identified on the attached **Exhibit A** as "CDD" that are located within its boundary (hereinafter, the "SWCDD Components," the "District Components"). SWCDD shall annually budget and collect assessments for the routine repair and/or maintenance, and the extraordinary repair and/or replacement of the SWCDD Components. The funds budgeted for the extraordinary repair and/or replacement of the SWCDD Components shall only be expended for the extraordinary repair and/or replacement of such improvements.

C. **POND BANKS.** Section 7.2 of the Master Declaration provides that:

"Each Owner also shall be responsible for the normal and day to day maintenance of any land areas which lie adjacent to and outside of such Owner's Lot, Tract or Parcel to the water's edge of an abutting lake, pond or other body of water. Further, the Owner of the Club Property shall be responsible for, and shall have the full right and authority for, the normal and day to day maintenance of any land areas which lie adjacent to and outside of the Club Property to the water's edge of an abutting lake, pond or other body of water."

The SWCDD and Associations acknowledge that maintenance of the banks of such lakes, ponds or water bodies shall be maintained as required by the Master Declaration.

3. **DISTRICT'S RIGHT TO REPAIR ASSOCIATION COMPONENTS.** Notwithstanding the foregoing, and in order to ensure the preservation of the Stormwater Management System in the event that the Association shall fail to properly maintain, repair and/or replace any or all of the Association Components, the District shall have the right, but not the obligation, to conduct such maintenance, repair and/or replacement and to charge the Association for the costs of same.

4. **NOTICE OF NON-COMPLIANCE OR TERMINATION.** The parties shall provide a minimum of eighteen (18) months' written notice of its anticipated non-compliance with any of the terms of this MOU, or of its intent to terminate the MOU, to each of the parties hereto.

5. **PUBLIC RECORDS.** The Association understands and agrees that all documents of any kind provided to the District or to the District's staff in connection with the activities contemplated under this MOU are public records pursuant to Chapter 119, *Florida Statutes*, and are treated as such in accordance with Florida law.

6. **ENFORCEMENT.** In the event that a party is required to enforce this MOU by court proceedings or otherwise, the parties agree that the substantially prevailing party shall be entitled to recover from the defaulting party all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees, and costs for trial, alternative dispute

resolution, or appellate proceedings.

7. **AUTHORIZATION.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this MOU, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

8. **AMENDMENTS: ASSIGNMENT.** Amendments to and waivers of the provisions contained in this MOU may be made only by an instrument in writing which is executed by all of the parties hereto. None of the parties may assign their rights, duties or obligations under this MOU without the prior written approval of the other parties hereto. Any purported assignment without said written authorization shall be void.

9. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this MOU shall not affect the validity or enforceability of the remaining portions of this MOU, or any part of this MOU not held to be invalid or unenforceable.

10. **EXECUTION IN COUNTERPARTS.** This MOU may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument Signature and acknowledgment pages. if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

11. **FINAL AGREEMENT.** This instrument shall constitute the final and complete expression between SWCDD and the Associations relating to the subject matter of this MOU.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

Attest:

STONEYBROOK WEST COMMUNITY
DEVELOPMENT DISTRICT

Secretary

Chairman, Board of Supervisors

WESTBROOK AT STONEYBROOK WEST
HOMEOWNERS ASSOCIATION, INC.

(Signature of Witness)

By: _____

Its: _____

(Print Name of Witness)

STONE CREEK HOMEOWNERS
ASSOCIATION, INC.

(Signature of Witness)

By: _____

Its: _____

(Print Name of Witness)

STONEYBROOK WEST MASTER
ASSOCIATION, INC.

(Signature of Witness)

By: _____

Its: _____

(Print Name of Witness)

Exhibit A

Designation of Responsibilities Relative to Stormwater Management System

Facility	Maintenance	Repair	Replacement/ Reconstruction
Roadway Curbs	Association/WG	Association/WG	Association/WG
Roadway Gutters	Association/WG	Association/WG	Association/WG
Manhole Cover for Sanitary Sewer Purposes	Association/WG	Association/WG	Association/WG
Manhole and Manhole Cover for Stormwater Management Purposes	CDD•	CDD•	CDD•
Roadway Inlets, Including Grates and Inlet Covers	Association	Association	Association
Under"2 Round Inlet Boxes	CDD	CDD	CDD
Swales/Berms on Association Common Areas	Association	Association	Association
Swales/Berms on Property Owned by CDD	CDD	CDD	CDD
Stormwater Management Pipes Including Pipes from Roadways to CDD Ponds, Pipes from Manholes to Ponds, Pipes Connecting CDD Owned Ponds, and Ponds Connection to Manholes	CDD	CDD	CDD
Ponds Owned by CDD, Including Associated Pond Outfalls and Pond Mitered End Sections	CDD	CDD	CDD

*The Association (Winter Garden in Stone Creek) will repair any damage to stormwater management manhole covers caused by vehicles/use/repair of roadway.

NOTE: Roadways in Stone Creek are dedicated to and maintained by City of Winter Garden

Key:

Association
CDD Stoneybrook West CDD
WG City of Winter Garden

SECTION V

This instrument prepared by and
after recording return to:

Michael J. Sheahan, Esquire
Godbold, Downing, Sheahan & Bill, P.A.
222 West Comstock Avenue, Suite 101
Winter Park, Florida 32789

After recording return to:
Dykes C. Everett, Esq.

WINTER WEEDE, HAINES, WARD & WOODMAN, P.A.

P. O. BOX 880

WINTER PARK, FL 32790

[SPACE ABOVE THIS LINE FOR RECORDING DATA]

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR STONEYBROOK WEST

2.3 Club Property. Portions of the lands in the PD may be utilized for a country club, golf course with related facilities and related improvements, and other recreational facilities (the "Club Property"). The Club Property is not part of the Property encumbered by this Declaration and will be operated independently of the Property. No Owner shall have any right, title, interest or membership rights in or

3.1 Property. The Property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Orange County, Florida, and is more particularly described on the attached Exhibit "A."

7.2 Surface Water Management System and Conservation Areas.

The CDD shall be responsible for operation and maintenance of the Surface Water Management System provided that each Owner shall maintain any portions of the Surface Water Management System situated on such Owner's Lot, Tract or Parcel. Each Owner also shall be responsible for the normal and day to day maintenance of any land areas which lie adjacent to and outside of such Owner's Lot, Tract or Parcel to the water's edge of an abutting lake, pond or other body of water. Further, the Owner of the Club Property shall be responsible for, and shall have the full right and authority for, the normal and day to day maintenance of any land areas which lie adjacent to and outside of the Club Property to the water's edge of an abutting lake, pond or other body of water. Such maintenance by the Owners of all Lots, Tracts, Parcels and the Club Property shall include routine mowing, weeding and cleaning.

The provisions of this Article VII and other provisions of this Declaration relating to the Club Property and portions of the Property adjacent thereto have been established for the benefit of the owners of the Club Property, as well as the other parties identified herein. The owner of the Club

9.3. Alternative Method for Resolving Disputes. Declarant, its officers, directors, employees and agents; the Association, its officers, directors and committee members; all persons subject to this Declaration; any residential builder or general contractor who has purchased Lots within the Property, its officers, directors, employees and agents; and any person not otherwise subject to this Declaration who agrees to submit to this Article (each such entity being referred to as a "Bound Party") agree to encourage the amicable resolution of disputes, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to submit those claims, grievances or disputes described in Section 9.4 (collectively, "Claims") to the procedures set forth in Section 9.5.

9.5 Mandatory Procedures.

(a) **Notice.** Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (the Claimant and the Respondent referred to herein being individually, as a "Party," or, collectively, as the "Parties") shall notify each Respondent in writing (the "Notice"), stating plainly and concisely:

(i) the nature of the Claim, including the persons involved and Respondent's role in the Claim;

(ii) the legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

(iii) the proposed remedy; and

(iv) the fact that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

(b) **Negotiation and Mediation.**

(i) The Parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in negotiation.

(ii) If the Parties do not resolve the Claim within thirty (30) days after the date of the Notice (or within such other period as may be agreed upon by the Parties), Claimant shall have thirty (30) days to submit the Claim to mediation under the auspices of the American Arbitration Association ("AAA") in

(c) Binding Arbitration.

(i) Upon termination of Mediation, Claimant shall thereafter be entitled to initiate final, binding arbitration of the Claim under the auspices of the AAA in accordance with the AAA's Commercial or Construction Industry Arbitration Rules, as appropriate. Such claims shall not be decided by or in a court of law. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Claim. If the claimed amount exceeds \$250,000.00, the dispute shall be heard and determined by three arbitrators. Otherwise, unless mutually agreed to by the parties, there shall be one arbitrator. Arbitrators shall have expertise in the area(s) of dispute, which may include legal expertise if legal issues are involved.

(ii) Each Party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Notwithstanding the foregoing, if a Party unsuccessfully contests the validity or scope of arbitration in a court of law, the non-contesting party shall be awarded reasonable attorney's fees and expenses incurred in defending such contest. All decisions respecting the arbitrability of any Claim shall be decided by the arbitrator(s).

EXHIBIT "A"
THE "PROPERTY"

(STONEYBROOK WEST)

All lands lying within the Plat of Stoneybrook West Unit 1, according to the plat thereof recorded in Plat Book 44, Pages 134 through 138, of the Public Records of Orange County, Florida,

Expressly less and except the entire Tract P Golf Course of the aforesaid Plat of Stoneybrook West Unit 1.

SECTION VI

Orange Co FL 2000-0335512
08092000 02:59:27pm
OR Bk 6063 Pg 2541
Rec 231.00

This instrument prepared by and
after recording return to:

Michael J. Sheahan, Esquire
Godbold, Downing, Sheahan & Bill, P.A.
222 West Comstock Avenue, Suite 101
Winter Park, Florida 32789

 WINDRWEEDLE, HAINES, WARD & WOODMAN, P.A.
P. O. BOX 880
WINTER PARK, FL 32790

Return To:
Dykes, Esq., Esq.

_____[SPACE ABOVE THIS LINE FOR RECORDING DATA]_____

DECLARATION OF COVENANTS AND RESTRICTIONS FOR STONE CREEK

SECTION 5. Surface Water Management System and Conservation Areas. The Developer hereby grants, reserves and establishes a nonexclusive perpetual easement for drainage for the use of all areas, systems and components of the Surface Water Management System and all Conservation Areas, and an easement for ingress, egress and access to enter any portion of the Subject Property in order to construct, maintain and/or repair any area, system or component of the Surface Water Management System, the Conservation Areas, and appurtenances thereto, all in favor of Developer, the CDD, the Association, the City of Winter Garden and all governmental and quasi-governmental agencies and service entities having jurisdiction over the Subject Property, while engaged in their respective functions.

The CDD shall be responsible for operation and maintenance of the Surface Water Management System, provided that each Owner shall maintain any portions of the Surface Water Management System situated on such Owner's Lot. Each Owner also shall be responsible for the normal and day to day maintenance of any land areas which lie adjacent to and outside of such Owner's Lot to the water's edge of an abutting lake, pond or other body of water. Such maintenance shall include routine mowing, weeding and cleaning.

SECTION VII

This instrument prepared by and
after recording return to:

Michael J. Sheahan, Esquire
Godbold, Downing, Sheahan & Bill, P.A.
222 West Comstock Avenue, Suite 101
Winter Park, Florida 32789



INSTR 20070592971
OR BK 09422 PG 3885 PGS=57
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
09/05/2007 02:48:58 PM
REC FEE 486.00

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DECLARATION OF COVENANTS AND RESTRICTIONS
WESTBROOK AT STONEYBROOK WEST

The CDD shall have a perpetual non-exclusive easement over all areas of the Surface Water Management System for access to operate, maintain and repair the system. By this easement, the CDD shall have the right to enter upon any portion of any Lot which is a part of the Surface Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water Management System as required by the Water Management District permit. Additionally, the CDD shall have the perpetual non-exclusive easement for drainage over the entire Surface Water Management System. No person shall alter the drainage flow of the surface water including buffer areas or swales, without the prior written approval of the Water Management District. It shall be the CDD's obligation to operate, monitor, maintain and manage the Surface Water Management System within Stoneybrook West Unit 8 (including, without limitation, all lakes, retention areas, culverts and related appurtenances, if any) in a manner consistent with the applicable SJRWMD Permit requirements and applicable SJRWMD rules, and to assist in the enforcement of the Declaration which relate to the Surface Water Management System. The CDD shall be responsible for assessing and collecting assessments for the operation, maintenance, and if necessary, monitoring and repair of the Surface Water Management System within Stoneybrook West Unit 8. The CDD and the Association, each or both, shall have the right and authority to obtain and administer all permits in its respective names(s) with the SJRWMD, and all other applicable agencies and governmental authorities.

SECTION 3. Drainage Swales. If and to the extent the Developer has constructed a drainage swale upon a Lot for the purpose of managing and containing the flow of excess surface water found upon such Lot from time to time, then the Association shall be responsible for the maintenance, operation and repair of the swales on the Lot at all time subsequent to issuance of a certificate of occupancy for a Living Unit on such Lot. Prior to the time of issuance of any such certificate of occupancy, the Owner of the Lot, such as a builder, shall be responsible for such maintenance, operation and repair of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of such drainage swales shall be authorized and any damage to any drainage swale, whether caused by natural or human induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as reasonably possible by the owner of the Lot upon which the drainage swale is located.

SECTION 5. Infrastructure Reports. The provisions of this Section 5 are made a part of this Declaration in accordance with instructions from the City of Winter Garden and with Section 110-154 of the Winter Garden Code of Ordinances, as may be amended (the "City Code").

a. **Initial Community Subdivision Infrastructure Report.** No earlier than 180 days before Developer's turnover to the Association, the Association shall retain the services of a Florida registered engineer experienced in subdivision construction to inspect the community subdivision infrastructure and prepare a report recommending the amount of scheduled maintenance and unscheduled repair for the subsequent five years that likely will be needed for each component of the community subdivision infrastructure (specifically, at a minimum and as may be applicable, providing for the roads, street lights, sidewalks and drainage system (which includes, without limitation, the stormwater detention/retention areas and underdrains)) which recommends the amounts of money that should be deposited each year in the routine-community subdivision infrastructure-maintenance account, and determining what repairs, if any, are needed prior to turnover of the Association. The Association shall pay the cost associated with the preparation of the initial community subdivision infrastructure report, and the Association may pay such cost from the routine-community subdivision infrastructure-maintenance account. The report must be signed and sealed by the engineer, certified to the Association and provided to all owners of lots, blocks, and tracts within the subdivision within 15 days after its completion. Any needed repairs or replacements identified by the report shall be completed by the Developer, at the Developer's sole expense, prior to turnover. If turnover occurs and the foregoing requirements have not been fulfilled, the rights of the Association, any of its members, and any and all owners of land within the subdivision to enforce these requirements against the Developer shall survive the turnover, with the prevailing party to be entitled to attorneys' fees and costs. Notwithstanding the foregoing and without limiting the City's remedies, the City of Winter Garden shall be entitled to withhold the issuances of certificates of occupancy or building permits for improvements within the subdivision until such time as the provisions of this section are met.

SECTION 6. City of Winter Garden Common Property Rights and Indemnification. The provisions of this Section 6 are made a part of this Declaration in accordance with instructions from the City of Winter Garden and with Section 110-154 and 110-158 of the City Code.

In the event the community subdivision infrastructure, or any component thereof, including, but not limited to, any and all private areas, drainage systems (including without limitation, the retention/detention areas and underdrains), Common Properties, private roads, screening walls, and such other subdivision infrastructure not otherwise dedicated to the public use or the City of Winter Garden, are not maintained, repaired, replaced, or cared for in accordance with the standards of the City Code, good engineering practices, or such become a nuisance, the Developer (so long as the Developer retains control of the board of Directors of the Association and the provisions of section 110-155 of the City Code are not completely satisfied), the Association, and the individual Lot Owners of the Subject Property, jointly and severally, shall release, defend, indemnify, and hold the City of Winter Garden and its officers, contractors, consultants and employees harmless from any and all costs, expenses, suits, demands, liabilities, damages, injuries (including death), tort liability or award of damages or otherwise, including attorneys' fees and costs, in connection with, related to, or arising out of the maintenance, repair, replacement, reconstruction, or care of the community subdivision infrastructure, or any component thereof, by or on behalf of the City of Winter Garden.

STONEYBROOK WEST UNIT 8

LOCATED IN SECTION 33, TOWNSHIP 22 SOUTH, RANGE 27 EAST,
AND SECTION 4, TOWNSHIP 23 SOUTH, RANGE 27 EAST,
CITY OF WINTER GARDEN, ORANGE COUNTY, FLORIDA.

14) All drainage and utility easements are hereby dedicated to the City of Winter Garden and will be maintained by the Westbrook at Stoneybrook West Homeowners Association, Inc.

5) Tracts A, B, C, and D are Stormwater Management Areas to be owned and maintained by the Westbrook at Stoneybrook West Homeowners Association, Inc.

6) Tracts E, F and G are Wall/Landscape Areas to be owned and maintained by Westbrook at Stoneybrook West Homeowners Association, Inc.

7) Tract H is a Recreation Area to be owned and maintained by the Westbrook at Stoneybrook West Homeowners Association, Inc. A non-exclusive easement through, under or across Tract H for Utility purposes is hereby granted in favor of Progress Energy for the purpose of constructing, maintaining and replacing their respective facility.

8) Tract R is a private roadway to be owned and maintained by the Westbrook at Stoneybrook West Homeowners Association, Inc.

9) Tract I shall be conveyed fee simple by Warranty Deed to and maintained by the City of Winter Garden.

10) The lots within this subdivision are governed by a mandatory homeowners association (i.e., Westbrook at Stoneybrook West Homeowners Association, Inc.) requiring the payment of fees with the power to assess the lots. The homeowners association is the owner of and/or responsible for the maintenance, repair, and replacement of all private areas, drainage systems, including without limitation, the retention/detention areas and underdrains, common properties, private roads, screening walls, and such other subdivision infrastructure not otherwise dedicated to the public use or the City of Winter Garden, including, without limitation, Tracts A, B, C, D, E, F, G, H and R and the improvements thereon. Every lot owner within this subdivision is required to be a member of the homeowners association, and is subject to its rules and regulations, including, but not limited to the conditions, covenants, and restrictions provided for in its Declaration, and the dedications, restrictions, and reservations, as set forth on this Plat. Failure to pay such fees or assessments shall result in the attachment of a lien on the property of the owner which fails to pay such fees or assessments by the homeowners association, which may result in the foreclosure of said property.

14) All drainage and utility easements are hereby dedicated to the City of Winter Garden and will be maintained by the Westbrook at Stoneybrook West Homeowners Association, Inc.