RECORD VERIFIED

899575

ARTICLES OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF STUART WEST A PLANNED UNIT DEVELOPMENT

1. Article VIII and Article IX of the Declaration of Covenants, Conditions and Restrictions of Stuart West, as recorded in the Public Records of Martin County, Florida, at Official Records Book 503, Page 1548 are hereby amended as approved by the owners and members of Stuart West Property Owners Association, Inc., to read as follows:

ARTICLE VIII

USE RESTRICTIONS

Section 1. There shall not be erected, constructed, suffered, permitted, maintained, used or operated on any of the land included in the Planned Unit Development any nuisance of any kind or character.

(a) No rubbish, garbage or cans, debris or material shall be deposited on any of the land included in said Planned Unit Development except building material during the course of construction on the site.

(b) The Declarant reserves the right to care for vacant or unimproved or unkept lots in said property, remove and destroy tall grass, undergrowth, weeds and rubbish therefrom, and any unsightly and obnoxious thing therefrom, and do any other things and perform any labor necessary or desirable in the judgment of the Declarant to keep the property, and the land, contiguous and adjacent thereto neat and in good order and charge same against the Owner of said lot or lots.

(c) Laundry drying areas shall be properly and adequately screened from any ground-level view.

(d) No dredging of any existing water body will be permitted, except by the Association.

(e) No ponds may be dug on any of the lots. Exceptions may be granted by the Board.

ORB 920 PG 549

Section 2. No vehicles nor equipment of a commercial nature are to be parked on any lot or any street. This includes, but is not limited to, backhoe, tractors, dumptrucks and such equipment. No inoperable or disassembled vehicles or equipment of any type or nature may be parked on any street or lot, unless parked within a garage or adequately screened from view from the street or any adjoining lots. All recreational vehicles, travel trailers, campers, motorcycles, boats, boat trailers or anything other than passenger vehicles must be parked in a garage or stored on the lot in such a manner as to not be visible from the street or any other lot. Exceptions may be granted for short-term visitors who have motor homes, campers, etc.

Section 3. No sign of any character shall be created, pasted, posted or displayed upon or about any lot or on part of said lot or building without the written permission of the Association, and it shall have the right of uncontrolled discretion to prohibit or to restrict and control the size, construction, material, wording, location and height of all signs and may summarily remove and destroy all unauthorized signs.

Section 4. No more than one residence can be built on a single residential site. Any building of any type or nature other than the single residence, such as storage facilities, garages or other out buildings, must be construed in a manner and fashion similar to the main dwelling structure and subject to approval by the Association as elsewhere required.

Section 5. Overhead utility lines are prohibited on the lots. All lines providing utilities to the residents must be buried underground including electric, cable television, telephone, etc.

Section 6. No gasoline or diesel motors on boats in the waterways of Stuart West. Only electric trollying motors will be allowed.

ARTICLE IX

APPROVAL OF PLANS

Section 1. No building, fence, hedge, wall, walk, pier, dock, seawall or other structure, grading or planting, shall be commenced, erected or maintained, nor shall any addition to, or change, or alteration therein be made, until the plans and specifications, showing the nature, kind, shape, height, materials, floor plans, color scheme, location of each structure or work to be done, and the grading plan of the plot to be built upon shall have

been submitted to and approved in writing by the Association and a copy thereof, as finally approved, lodged permanently with the Association. The Association shall have the right to refuse to approve any such plans and specifications or grading plan, which are not suitable or desirable it its opinion, for aesthetic or any other reasons, and in so passing upon such plans, specifications, and grading plan, shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built on the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building or other structures as planned on the outlook from the adjacent or neighboring property.

A deposit in the amount of $1,000.00 must accompany the submission of any plans for proposed construction. This deposit will be held by the Association in a non-interest bearing account for the purpose of assuring clean up after construction and compensation for any damage to roads (around your lot area) during the construction phase. In the event that debris has been cleaned up and no damage has occurred, and after issuance of the certificate of occupancy, the deposit will be returned in full to the owner within fifteen days of written request. The Association shall notify the owner in writing of any claim against the deposit. If there is any balance after the claim, it shall be returned to the owner upon written request. If there should be damage or clean up expenses in excess of $1,000.00, the owner shall receive written notice thereof and it will be due and payable within thirty days of the issuance of the certificate of occupancy. Failure to pay will result in the imposition of a lien against the property as provided for other assessments, pursuant to Article IV of this Declaration.

At the time of commencement of construction, temporary electric must be placed on the property and a well drilled for the purpose of obtaining water during the construction period. Additionally, an approved trash receptacle must be placed on the lot and maintained there during the construction of the residence for the purpose of properly disposing of trash and debris.

Once approval of plans is received pursuant to Section 1 above, construction must begin within six months. If construction does not begin within that time period, the plans must be resubmitted for approval. Once construction begins, construction must be completed within one year and a certificate of occupancy received. Any structure that is not completed within that time period may be removed from the property, should the Association so direct. Exceptions can be made by the Board if construction is near completion.

Before fill can be placed on the property, you must have a building permit. No fill can remain on the property after construction has been completed that is over six feet in height. No fill can be stored closer than thirty feet from the waterways. If fill is left on the property or put on the property and no construction is contemplated, the fill will be removed at the owners expense.

Section 2. The Association shall in all cases have the right to determine and designate the building lines necessary to conform to the general plan of the Planned Unit Development and the Association's judgment and determination shall be final and binding. With the approval of the location and plan by Association a building may be erected upon more than one lot.

Section 3. The Association shall require that all homes have a minimum of 2400 square feet of air conditioned space. Garages are required on all lots and must be a minimum of 400 square feet. Front set-back lines from street right-of-way will be a minimum of 120 feet. Side set-back lines must be a minimum of 50 feet. Exceptions may be granted by the Association for all set-back restrictions.

Section 4. No garage door may face any street except in case of a corner lot location when approved landscaping shall be installed.

Section 5. Roofs must be tile or wood shingles with a minimum pitch of 6 to 12.

Section 6. After a lot has been cleared, including the canal bank, and before certificate of occupancy is issued, the canal banks must be sodded. If the canal banks have not been disturbed (cleared of trees), no sod is necessary. Exceptions may be granted where warranted by design or other considerations, in the discretion of the Association.

2. The foregoing amendments were adopted and passed by fifty percent (50%) of the membership of Stuart West Property Owners Association, Inc.

3. All provisions of the Declaration of Covenants, Conditions and Restrictions of Stuart West are herein confirmed and shall remain in full force and effect except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned corporation has caused these articles of amendment to be executed in its name by its President, its Secretary, and its Corporate Seal affixed this 14 day of August, 1991.

RECORD 420 PAGE 552

WITNESSES:

Patricia Bonner

Susan Hennessey

STUART WEST PROPERTY OWNERS ASSOCIATION, INC.

By: John Magee
JOHN MAGEE, President

By: Christine Watts
CHRISTINE WATTS, Secretary

Corporate Seal

STATE OF FLORIDA
COUNTY OF MARTIN

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the County and State aforesaid to take acknowledgments, personally appeared John Magee as President and Christine Watts as Secretary, of STUART WEST PROPERTY OWNERS ASSOCIATION, INC., to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same as such corporate officers and affixed thereto the seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this 14 day of August, 1991.

Susan Hennessey
Notary Public
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP JUNE 27 1994
BONDED THRU GENERAL INS. UND.

CERTIFICATE

STUART WEST PROPERTY OWNERS ASSOCIATION, INC., by its duly authorized officers, hereby certify that the amendments to the Declaration of Covenants, Conditions and Restrictions, a copy of which is attached hereto, were duly and regularly adopted and passed by the membership of STUART WEST PROPERTY OWNERS ASSOCIATION, INC.

EXECUTED this 14 day of August, 1991.

WITNESSES:

Patricia Bonner

Susan Hennessey

STUART WEST PROPERTY OWNERS ASSOCIATION, INC.

By: John Magee
JOHN MAGEE, President

By: Christine Watts
CHRISTINE WATTS, Secretary

Corporate Seal

OR BK 920 PG 553

STATE OF FLORIDA
COUNTY OF MARTIN

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the County and State aforesaid to take acknowledgments, personally appeared John Magee as President and Christine Watts as Secretary, of STUART WEST PROPERTY OWNERS ASSOCIATION, INC., to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same as such corporate officers and affixed thereto the seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this 14 day of August, 1991.

Notary Public
My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP JUNE 28,1994
BONDED THRU GENERAL INS. UND.

This instrument prepared by
JANE L. CORNETT, ESQUIRE
WACKEEN, CORNETT & GOOGE, P.A.
401 East Osceola Street
Stuart, Florida 34994

FILED FOR RECORD
MARTIN CO. FLA.
91 AUG 16 PM 1:02
MARSHA STILLER
CLERK OF CIRCUIT COURT
BY D.C.

OR BK 0 9 2 0 PG 0 5 5 4

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OR BK 01617 PG 0102
RECORDED 01/31/2002 08:11 AM
MARSHA EWING
MARTIN COUNTY Florida
RECORDED BY L Wood

#6

Animals

CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF STUART WEST A PLANNED UNIT DEVELOPMENT

The Declaration of Covenants, Conditions and Restrictions of Stuart West, a Planned Unit Development, was filed in the public records of Martin County, Florida at Official Records Book 503, Page 1548 et.seq., and amended at Official Records Book 920, Page 549 et.seq., Official Records Book 1176, Page 2507 et.seq., Official Records Book 1293, Page 2434 et.seq., Official Records Book 1406, Page 2157 et seq. and Official Records Book 1435, Page 1835, et. seq. The same Declaration of Covenants, Conditions and Restrictions of Stuart West is hereby amended by vote sufficient for approval by the written consent of the owners, received and tallied at a Board of Directors' Meeting held on January 15, 2002.

1. Article VIII, Section 5 is hereby amended as follows:

ARTICLE VIII

Section 5. Pets. In order to fulfill the intention of the Declaration of Covenants and Restrictions for Stuart West that Stuart West be developed and maintained as an upscale, equestrian community, the keeping of pets and animals at Stuart West by any lot owner or resident shall be subject to the following conditions:

Record and Return to:

Deborah L. Ross, Esq.
Cornett, Googe, Ross & Earle, P.A.
P.O. Box 66
Stuart, Florida 34995

A. Household pets, including but not limited to, dogs, cats, birds and fish, may be kept on all lots as long as they do not cause a nuisance to other Stuart West residents. All pets shall be on a leash whenever taken off of a lot and walked on the Common Area. Additionally, should a pet defecate on the Common Area, the roadways or another owner's property, the owner or such pet (or the person walking the pet, if applicable), shall promptly clean up and properly dispose of same.

B. Horses may be kept on all lots, provided that each lot owner may only keep one (1) horse per acre.

Horses, barns, stalls and associated facilities such as exercise rings, are allowed as specified by Martin County Zoning Codes. Plans for all facilities associated with horses must be submitted to the Association for approval. Commercial usage such as boarding, riding lessons, horse shows, etc., are prohibited. If a rider leaves his own property, the horse(s) shall not traverse or travel on any other owner's property, including swales, without that owner's permission. Horse manure on a resident's own property must be properly disposed of in a fashion so as not to create a nuisance. Horse manure deposited on common property, roadways, or swales, must be properly collected by the owner of the horse and/or its rider and subsequently disposed of in a fashion so as not to create a nuisance.

C. Llamas are "domesticated animals" not "livestock" and therefore are permitted to be kept on lots at Stuart West, provided however, that such llamas do not cause a nuisance.

D. "Livestock" or farm animals, including but not limited to cows, pigs, goats, chickens, etc., are not permitted to be kept on any lot at Stuart West. However, lot owners who are keeping livestock on their Stuart West lot(s) as of the effective date of this amendment may continue to keep such livestock on their lot(s), subject to the following conditions:

(i) The lot owner must register the number and type of all livestock kept on the lot with the Association within fourteen (14) days of the effective date of this amendment;

(ii) The size of the herd or number of livestock animals which may be kept on any lot may not be increased above the registered number;

(iii) Livestock that are sold, die or are otherwise disposed of after the effective date of the amendment may not be replaced;

(iv) If a lot upon which livestock is being kept pursuant to this Declaration is sold, the livestock must be removed immediately;

(v) Any additional lot(s) acquired by Stuart West lot owners keeping livestock pursuant to this Declaration may not be utilized for the grazing/maintaining of the livestock.

(The remainder of Article VIII remains unchanged)

2. The foregoing amendments to the Declaration of Covenants, Conditions, and Restrictions of Stuart West were approved at a meeting of the Stuart West Property Owners Association, Inc. held on January 15, 2002.

3. The adoption of these amendments appear upon the minutes of said meeting and is unrevoked.

4. All provisions of the Declaration of Covenants and Restrictions of Stuart West are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 21 day of JAN., 2002.

WITNESSES:

Witness #1 Signature

GEORGE DAWSON
Printed Name of Witness

Deborah R. Unger
Witness #2 Signature

Deborah L. Unger
Printed Name of Witness

Witness #1 Signature

GEORGE DAWSON
Printed Name of Witness

Deborah R. Unger
Witness #2 Signature

Deborah L. Unger
Printed Name of Witness

STUART WEST PROPERTY OWNERS ASSOCIATION, INC.

By: Larry Huntsinger
Larry Huntsinger, President

By:
Doris Dawson, Secretary

CORPORATE SEAL