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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS  
FOR  
ST. LUCIE WEST INDUSTRIAL ASSOCIATION

Prepared By:  
HYATT & RHOADS, P.C.

Attorneys

2400 Marquis One Tower  
Atlanta, Georgia 30303  
(404) 659-6600

1275 K Street  
Washington, D.C. 20005  
(202) 682-1800

101 West Broadway, Suite 1330  
San Diego, California 92101  
(619) 232-0811



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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

ST. LUCIE WEST INDUSTRIAL ASSOCIATION

This Declaration of Covenants, Conditions, and Restrictions is made this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by Thos. J. White Development Corporation, a Florida corporation, (hereinafter referred to as "Declarant");

Declarant is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference. Declarant intends by this Declaration to impose upon the Properties (as defined herein) mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of property made subject to this Declaration initially or by amendments thereto, by the recording of this Declaration. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Properties and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Properties as are now or may hereafter be subjected to this Declaration.

Declarant hereby declares that all of the Properties described in Exhibit "A" and any additional property as may by amendment be added to and subjected to this Declaration shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Declaration and which shall be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

Article I  
Definitions

Section 1. "Area of Common Responsibility" shall mean and refer to the Common Area, together with those areas, if any, which by contract or otherwise become the responsibility

of the Association. In addition, any public rights-of-way may be part of the Area of Common Responsibility.

Section 2. "Association" shall mean and refer to St. Lucie West Industrial Association, Inc., a Florida not-for-profit corporation, and its successors and assigns. The "Board of Directors" or "Board" shall be the elected body having its normal meaning under Florida law.

Section 3. "Class "B" Control Period" shall mean the period of time during which the Class "B" Member is entitled to appoint a majority of the members of the Board of Directors as specified in Article III, Section 2, of the By-Laws.

Section 4. "Class "B" Member" shall mean and shall be the Declarant, or its successors, successors-in-title or assigns who take title to any portion of the property described on Exhibits "A" and "B" for the purpose of development and sale, and are designated as the Class "B" Member in a recorded instrument executed by the immediately preceding Declarant.

Section 5. "Common Area" shall mean all real and personal property which the Association now or hereafter owns or otherwise holds for the common use and enjoyment of the Owners.

Section 6. "Common Expenses" shall mean and include the actual and estimated expenses of operating the Association, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws of St. Lucie West Industrial Association, Inc., attached as Exhibit "D" to this Declaration and incorporated herein, and the Articles of Incorporation of the Association.

Section 7. "Community Development District" shall mean and refer to the St. Lucie West Community Development District, a local unit of special purpose government created in accordance with Florida Statutes, Chapter 190 to provide certain community services to the area which the properties are located.

Section 8. "Community-Wide Standard" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Properties. Such standard may be more specifically determined and set forth by the Board of Directors of the Association.

Section 9. "Declarant" shall mean and refer to Thos. J. White Development Corporation, a Florida corporation, or its successors, successors-in-title or assigns who take title to any portion of the property described on Exhibits "A" or "B" for the purpose of development and sale, and are designated as the Declarant in a recorded instrument executed by the immediately preceding Declarant.

Section 10. "General Assessment" shall mean and refer to assessments levied to fund expenses applicable to all Members of the Association.

Section 11. "Member" shall mean and refer to a person or entity entitled to membership in the Association, as provided herein.

Section 12. "Mortgage" shall include a deed to secure debt, as well as a mortgage.

Section 13. "Mortgagee" shall include a beneficiary or holder of a deed to secure debt, as well as a mortgagee.

Section 14. "Mortgagor" shall include the trustor of a deed of trust, as well as a mortgagor.

Section 15. "Owner" shall mean and refer to one or more persons or entities who hold the record title to any Unit which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded contract of sale that so provides, the purchaser (rather than the fee owner) will be considered the Owner.

Section 16. "Person" means a natural person, a corporation, a partnership, trustee, or other legal entity.

Section 17. "Properties" shall mean and refer to the real property described in Exhibit "A" attached hereto and such additional property as may hereafter be annexed by Subsequent Amendment to this Declaration, as well as any real property which is owned by the Association.

Section 18. "Special Assessment" shall mean and refer to assessments levied in accordance with Article X, Section 3 of this Declaration.

Section 19. St. Lucie West Master Association, Inc. shall mean that Florida not-for-profit corporation provided for in the Declaration of Covenants, Conditions, and Restrictions for St. Lucie West Master Association recorded in the Public

Records of St. Lucie County, Florida, which Declaration shall be known as the "Master Declaration" and which association shall be known as the "Master Association." The purpose of the Master Declaration and the Master Association is to provide for surface water management for the community of St. Lucie West. If the Community Development District is created, then, by their own terms, the Master Declaration will be revoked and the Master Association will be dissolved.

Section 20. "Subsequent Amendment" shall mean an amendment to this Declaration which adds additional property to that covered by this Declaration. Such Subsequent Amendment may, but is not required to, impose, expressly or by reference, additional restrictions and obligations on the land submitted by that Amendment to the provisions of this Declaration.

Section 21. "Unit" shall mean a portion of the Properties intended for any type of independent ownership for use and occupancy as permitted by the zoning plan for the Properties approved by the appropriate local governmental entity, as such zoning plan may be amended or modified from time to time. The term shall include all portions of property owned by an Owner, including any structure thereon as well as unimproved property intended for such permitted development, and shall specifically include, without limitation, office, commercial, industrial, warehouse, and research and development business properties.

## Article II Property Rights

Every Owner shall have a right and easement of enjoyment in and to the Common Area subject to this Declaration and to any restrictions or limitations contained in any deed or amendment to this Declaration conveying to the Association or subjecting to this Declaration such property. Any Owner may delegate his or her right of enjoyment to his or her tenants, employees, guests and business invitees subject to reasonable regulation by the Board and in accordance with procedures it may adopt.

Declarant reserves the right to amend this Declaration unilaterally at any time, without prior notice and without the consent of any Person, for the purpose of removing certain portions of the Properties then owned by the Declarant or its affiliates or the Association from the provisions of this Declaration to the extent included originally in error or as a result of any changes whatsoever in the plans for St. Lucie West Industrial Association desired to be effected by the

Declarant; provided, however, such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Properties.

Article III  
Membership and Voting Rights

Section 1. Membership. Every Owner, as defined in Article I, shall be deemed to have a membership in the Association. No Owner, whether one or more Persons, shall have more than one (1) membership per Unit owned. In the event the Owner of a Unit is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership may be exercised by the Owner or, in the case of a corporate owner or partnership, by the individual designated in a written instrument provided to the Secretary.

Section 2. Voting. The Association shall have two (2) classes of membership, Class "A" and Class "B", as follows:

(a) Class "A". Class "A" Members shall be all Owners with the exception of the Class "B" Member, if any.

Class "A" Members shall be entitled on all issues to the number of votes determined in accordance with the formula set out in Exhibit "C". In any situation where a Member is entitled personally to exercise the votes for its Unit and more than one (1) Person holds the interest in any Unit required for membership, the votes for such Unit shall be exercised as those Persons themselves determine and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Unit's vote shall be suspended in the event more than one (1) Person seeks to exercise it.

Any Owner of a Unit which is leased may, in the lease or other written instrument, assign the voting right appurtenant to that Unit to the lessee, provided that a copy of such instrument is furnished to the Secretary prior to any meeting.

(b) Class "B". The Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve actions taken under this Declaration and the By-Laws, are specified elsewhere in this Declaration and the By-Laws. The Class "B" Member shall be entitled on all issues to the number of votes determined in accordance with the formula set out in Exhibit "C". In addition, the Class "B" Member shall be entitled to appoint a majority of the Board of

Directors during the Class "B" Control Period, as specified in Article III, Section 2 of the By-Laws. After termination of the Class "B" Control Period, the Class "B" Member shall have a veto power over all actions of the Board of Directors and any committee as provided in Article III, Section 3 of the By-Laws. The Class "B" membership shall terminate and become converted to Class "A" membership upon the earlier of the following:

(i) upon expiration of the unilateral right to annex property to this Declaration as provided in Article VIII, Section 1 of the Declaration.

(ii) when, in its discretion, the Declarant so determines.

#### Article IV Maintenance

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair the Area of Common Responsibility, such maintenance to be funded as hereinafter provided. This maintenance shall include, but not be limited to, maintenance, repair, and replacement, subject to any insurance then in effect, of all common entries, signage and street lights (if applicable), the uniform streetscape (if required by an appropriate governmental entity), and all landscaping and other flora, structures, and improvements situated upon such areas.

The Association may, in the discretion of its Board, assume the maintenance responsibilities imposed upon Owners by this Declaration or any Subsequent Amendment. In such event, all costs of such maintenance shall be assessed only against those Owners on behalf of whom the services are provided. This assumption of responsibility may take place either by contract or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard of the Properties. The provision of services in accordance with this Section shall not constitute discrimination within a class.

Section 2. Owner's Responsibility. In accordance with this Declaration and any Subsequent Amendments, all maintenance, repair and replacement ("maintenance") of a Unit and all structures, parking areas, and other improvements within a Unit shall be the sole responsibility of the Owner thereof who shall perform such maintenance in a manner consistent with the Community-Wide Standard and this

Declaration. If maintenance is not properly performed by the Owner, the Association may perform it and assess the Owner; provided, however, unless entry is required due to an emergency situation, the Association shall first afford the Owner reasonable notice and an opportunity to cure the problem before proceeding.

Article V  
Insurance and Casualty Losses

Section 1. Insurance. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if reasonably available, for all insurable improvements on the Common Area, if any. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred (100%) percent of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

The Board shall also obtain a public liability policy covering the Common Area, the Association and its Members for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least a One Million (\$1,000,000.00) Dollar single person limit as respects bodily injury and property damage, a One Million (\$1,000,000.00) Dollar limit per occurrence, if reasonably available, and a Five Hundred Thousand (\$500,000.00) Dollar minimum property damage limit.

In addition to the other insurance required by this Section, the Board shall obtain, as a common expense, worker's compensation insurance, if and to the extent necessary, and a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds.

All such insurance coverage obtained by the Board of Directors shall be written in the name of the Association. Premiums for all insurance on the Common Area shall be common expenses of the Association. The policy may contain a reasonable deductible, and the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. Cost of insurance coverage obtained by the Association for the Common

Area shall be included in the General Assessment, as defined in Article I and as more particularly described in Article X, Section 1.

Section 2. Individual Insurance. By virtue of taking title to a Unit subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on his Unit(s) and structures constructed thereon meeting the same requirements of insurance provided for in Section 1 of this Article V. Each Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction of structures comprising his Unit, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction. In the event that the structure is totally destroyed and the Owner determines not to rebuild or to reconstruct, the Owner shall clear the Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction.

Article VI  
No Partition

Except as is permitted in the Declaration or amendments thereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any person acquiring any interest in the Properties or any part thereof seek any such judicial partition unless the Properties have been removed from the provisions of this Declaration. This Article shall not be construed to prohibit the Board of Directors from acquiring and disposing of tangible personal property nor from acquiring title to real property which may or may not be subject to this Declaration.

Article VII  
Condemnation

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Members representing at least two-thirds (2/3) of the total Class "A" votes and the Declarant, so long as the Declarant owns any property described on Exhibits "A" and "B") by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all



Owners. If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant, so long as the Declarant owns any property described on Exhibits "A" or "B" of this Declaration, and Members holding at least seventy-five (75%) percent of the total Class "A" vote of the Association shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefore, in accordance with plans approved by the Board of Directors of the Association. If such improvements are to be repaired or restored, the above provisions in Article V hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board of Directors of the Association shall determine.

**Article VIII**  
**Annexation of Additional Property**

**Section 1. Annexation Without Approval of Class "A" Membership.** As the owner thereof, or if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege, and option, from time to time at any time until January 1, 2017, to subject to the provisions of this Declaration and the jurisdiction of the Association all or any portion of the real property described in Exhibit "B", attached hereto and by reference made a part hereof, whether in fee simple or leasehold, by filing in the public records of St. Lucie County, Florida, an amendment annexing such Properties. Such Subsequent Amendment to this Declaration shall not require the vote of Members. Any such annexation shall be effective upon the filing for record of such Subsequent Amendment unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other person the said right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transferee or assignee shall be the developer of at least a portion of said real property described in said Exhibit "B" attached hereto and that such transfer is memorialized in a written, recorded instrument.

**Section 2. Annexation With Approval of Class "A" Membership.** Subject to the consent of the owner thereof, the Association may annex real property other than that shown on

Exhibit "B", and following the expiration of the right in Section 1, the Properties shown on Exhibit "B", to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of Members holding a majority of the Class "A" vote of the Association (other than those held by Declarant) present at a meeting duly called for such purpose and of the Declarant, so long as Declarant owns property subject to this Declaration or which may become subject in accordance with Section 1 of this Article. Annexation of additional property shall be accomplished by filing of record in the public records of St. Lucie County, Florida, a Subsequent Amendment with respect to the properties being annexed. Any such Subsequent Amendment shall be signed by the President and the Secretary of the Association, and the owner of the properties being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein. The relevant provisions of the By-Laws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and the proper form of notice of any meeting called for the purpose of considering annexation of property pursuant to this Section 2 and to ascertain the presence of a quorum at such meeting.

Section 3. Acquisition of Additional Common Area. Declarant may convey to the Association additional real estate, improved or unimproved, located within the properties described in Exhibits "A" and "B" which, upon conveyance or dedication to the Association, shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of all its Members.

Section 4. Amendment. This Article shall not be amended without the written consent of Declarant, so long as the Declarant owns any property described in Exhibits "A" or "B" of this Declaration.

#### Article IX Rights and Obligations of the Association

Section 1. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it in the foregoing documents or reasonably necessary to effectuate any such right or privilege.

Section 2. Governmental Interests. Without objection, the Association shall permit the Declarant to designate sites within the Properties for fire, police, water, sewer or natural gas facilities.

Article X  
Assessments

Section 1. Creation of Assessments. There are hereby created General Assessments for Common Expenses as may be from time to time specifically authorized by the Board of Directors to be commenced at the time and in the manner set forth in this Article X, Section 6. General Assessments shall be allocated for all Units according to the formula set forth in Exhibit "C". Specific Assessments may be levied against Units in particular portions of the Properties for whose benefit expenses are incurred which benefit less than the Association as a whole and shall be allocated, to the extent practicable, in proportion to the benefit received. Each Owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agree to pay these assessments. All such assessments, together with interest at a rate not to exceed the highest rate allowed by Florida law computed from the date the delinquency first occurs, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each assessment is made.

All assessments, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Unit at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title.

The Association shall upon demand at any time furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid as to any particular Unit. Such certificate shall be conclusive evidence of payment of such assessment to the Association therein stated to have been paid. The Association may require the advance payment of a processing fee not to exceed Fifty (\$50.00) Dollars for the issuance of each such certificate.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual assessment for delinquents. Unless the Board otherwise provides, assessments shall be paid in quarterly installments.

No Owner may waive or otherwise exempt himself from liability for the assessments provided for herein, including, by way of illustration and not limitation, by non-use of Common Areas or abandonment of the Unit. No diminution or abatement of assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action or perform some function required to be taken or performed by the Association or Board under this Declaration or the By-Laws, or for inconvenience or discomfort arising from the making of repairs or improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any municipal or other governmental authority, the obligation to pay assessments being a separate and independent covenant on the part of each Owner.

So long as the Declarant has an option unilaterally to subject additional property to this Declaration, the following shall apply: unless assessments have commenced, pursuant to Section 6 below, on all Units subject to this Declaration as of the first day of any fiscal year, the Declarant shall be obligated for the difference between the amount of assessments levied on all Units subject to assessment and the amount of actual expenditures required to operate the Association during the fiscal year. This obligation may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials, or a combination of these.

The Association is specifically authorized to enter into subsidy contracts, or contracts for the "in kind" contribution of services or materials or a combination of services and materials, with Declarant for the payment of some portion of the Common Expenses.

Section 2. Computation of Assessment. It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year, to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget may include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared. The Board shall cause a copy of the budget and the amount of the assessments to be levied against each Unit for the following year to be delivered to each Owner at least thirty (30) days prior to the end of the fiscal year. The budget and the assessments shall become effective unless within ten (10) days thereafter members holding ten (10%) percent of the total Class "A" vote in the Association shall petition to call a special meeting in accordance with Article II of the By-Laws to consider the budget, and unless

the budget is disapproved at the meeting by a vote of Members holding at least a majority of the total Class "A" votes in the Association, and the Class "B" Member, if any.

Notwithstanding the foregoing, however, in the event the proposed budget is disapproved or the Board fails for any reason so to determine the budget for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

Section 3. Special Assessments. In addition to the assessments authorized in Section 1 of this Article, the Association may levy a Special Assessment or Special Assessments in any year applicable to that year; provided, however, such assessment shall be approved by Members holding fifty-one (51%) percent of the Class "A" vote in the Association and of the Class "B" Member, if such exists. The Association may also levy a Special Assessment against any Member to reimburse the Association for costs incurred in bringing a Member and his Unit into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the By-Laws, and the Association rules and regulations, which Special Assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing.

Section 4. Lien for Assessments. Upon recording of a notice of lien, there shall exist a perfected lien for unpaid assessments on the respective Unit prior and superior to all other liens, except (a) all taxes, bonds, assessments, and other levies which by law would be superior thereto, and (b) the lien or charge of any first mortgage of record (meaning any recorded mortgage or deed of trust with first priority over other mortgages or deeds of trust) made in good faith and for value. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure.

The Association, acting on behalf of the Owners, shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. During the period in which a Unit is owned by the Association following foreclosure: (a) No right to vote shall be exercised on its behalf; (b) no assessment shall be assessed or levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid common expenses and attorney's fees shall be maintainable without foreclosing or

waiving the lien securing the same. After notice and hearing, the Board may temporarily suspend the vote of a Member who is in default in payment of any assessment.

Section 5. Capital Budget and Contribution. The Board of Directors may annually prepare a capital budget which takes into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board may set the required capital contribution, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the capital budget, with respect both to amount and timing by annual assessments over the period of the budget. The capital contribution, if fixed by the Board, shall be included within the budget and assessment, as provided in Section 2 of this Article. A copy of the capital budget, if prepared, shall be distributed to each Member in the same manner as the operating budget.

Section 6. Date of Commencement of Annual Assessments. The annual assessments provided for herein shall commence as to each Unit on the first day of the month following the date of conveyance of the first Unit by the Declarant. Assessments shall be due and payable in a manner and on a schedule as the Board of Directors may provide. The first annual assessment shall be adjusted according to the number of months then remaining in that fiscal year.

Section 7. Subordination of the Lien to First Mortgages. The lien of assessments, including interest, late charges (subject to the limitations of Florida law), and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Unit. The sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to judicial or nonjudicial foreclosure of a first Mortgage shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer.

Section 8. Assessments Payable to St. Lucie West Master Association, Inc. The Association, on behalf of all Units subject to assessment hereunder, shall pay assessments to St. Lucie West Master Association, Inc. as provided in the Declaration of Covenants, Conditions and Restrictions for St. Lucie West Master Association. Such assessments shall constitute a common expense of the Association and shall be included in the operating budget of the Association, and shall have first priority for payment out of any income of the Association. This assessment obligation shall be enforceable by St. Lucie West Master Association, Inc. against the

Association and each Unit Owner as provided in the Declaration of Covenants, Conditions and Restrictions for St. Lucie West Master Association.

Article XI  
Architectural Standards

The Declarant, during the Class "B" Control Period, and, thereafter, the Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committee established in Section 1 of this Article XI. This Article may not be amended without the Declarant's written consent so long as the Declarant retains veto power over the actions of the Board of Directors pursuant to Article III of the By-Laws or owns property subject to annexation to this Declaration.

No construction, which term shall include within its definition staking, clearing, excavation, grading, and other site work, and no plantings or removal of plants, trees, or shrubs shall take place except in strict compliance with this Article, until the requirements thereof have been fully met, and until the approval of the committee has been obtained.

Section 1. Architectural Review Committee. The Architectural Review Committee (ARC) shall have exclusive jurisdiction over all original construction on any portion of the Properties and over modifications, additions, or alterations made on or to existing Units or structures containing Units and the open space, if any, appurtenant thereto. The ARC shall prepare and, on behalf of the Declarant or the Board of Directors, as applicable, shall promulgate design and development guidelines and application and review procedures, all as part of the Community Development Code and Land Use Standards ("CDC-LUS"). The guidelines and procedures shall be those of the Declarant or the Association, as applicable, and the ARC shall have sole and full authority to prepare and to amend the CDC-LUS. Such preparation and amendment shall not constitute an amendment to this Declaration and shall not require the approval of Members. The ARC shall make the CDC-LUS available to Owners, builders, and developers who seek to engage in development of or construction upon all or any portion of the Properties and such Owners, builders and developers shall conduct their operations strictly in accordance therewith.

In addition, the following shall apply to modifications, additions, or alterations. Plans and specifications showing the nature, kind, shape, color, size,

materials, and location of modifications, additions, or alterations, shall be submitted to the ARC for approval as to quality of workmanship and design and harmony of external design with existing structures, and as to location in relation to surrounding structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with an originally approved color scheme, or to rebuild in accordance with originally approved plans and specifications. Nothing contained herein shall be construed to limit the right of an Owner to alter the interior of his Unit. In the event that the ARC fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved.

Until one hundred (100%) percent of the Properties have been developed and conveyed to purchasers in the normal course of development and sale, the Declarant retains the right to appoint all members of the ARC, which shall consist of at least three (3), but no more than five (5), persons. There shall be no surrender of this right prior to that time, except in a written instrument in recordable form executed by Declarant. Upon the expiration of such right, the Board of Directors shall appoint the members of the ARC.

Section 2. No Waiver of Future Approvals. The approval of the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whatever subsequently or additionally submitted for approval or consent.

Section 3. Variance. The ARC may authorize variances from compliance with any of the provisions of the CDC-LUS when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require, but only in accordance with its duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (i) be effective unless in writing, (ii) be contrary to the restrictions set forth in the body of this Declaration, or (iii) estop the Committee from denying a variance in other circumstances.



Article XII  
Use Restrictions

The Properties shall be used only for purposes as may be permitted by the zoning plan for St. Lucie West Industrial Association approved by the appropriate local governmental entity, this Declaration, and amendments thereto. The Declarant, during the Class "B" Control Period, and, thereafter, the Association, acting through its Board of Directors, shall have authority to make and to enforce standards and restrictions governing the use of Units and Common Area, in addition to those contained herein, and to impose reasonable user fees for facilities, including, but not limited to, vehicle storage areas, pathway systems, and parking facilities, if any. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, cancelled or modified in a regular or special meeting of the Association by Members holding a majority of the total Class "A" votes in the Association and by the vote of the Class "B" member, so long as such membership shall exist.

Section 1. Signs. No sign of any kind shall be erected by an Owner within the Properties without prior approval of the ARC. The Board of Directors or Declarant shall have the right to erect signs without the necessity of obtaining prior approval of the ARC.

Section 2. Occupants Bound. All provisions of the Declaration and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all employees, occupants, tenants, and invitees of any Unit. All leases on any portion of the Properties shall provide that lessees shall be bound by the terms and provisions of this Declaration, the By-Laws and rules and regulations of the Association.

Section 3. Hazardous Materials. Declarant is developing a hazardous materials management plan ("Plan") in conjunction with the City of Port St. Lucie, Florida, St. Lucie County, Florida, and other governmental entities. Each Owner, in order to aid the implementation of such Plan, shall:

(a) disclose to the Board, or any entity which the Board may designate, all hazardous materials proposed to be stored, used, or generated in his or her Unit;

(b) permit inspection by the Board or its designee of his or her Unit which is storing, using or generating hazardous materials prior to commencement of business or operations, and

periodically thereafter, to assure that proper facilities and procedures are in place to properly manage hazardous materials projected to occur;

(c) conform to at least the minimum standards and procedures contained in the Plan for storage, prevention of spills, containment of spills, and transfer and disposal of hazardous materials;

(d) participate in and provide such equipment and facilities in the Unit as may be necessary to participate in any mandatory point of origin collection service for hazardous materials, if established;

(e) conform to at least the standards contained in the Plan for proper maintenance, operation and monitoring of hazardous materials management systems, including spill and hazardous materials containment systems;

(f) detail actions and procedures in conformity with the Plan to be followed in the case of accidental spill; and

(g) guarantee financial responsibility for spill cleanup. In connection with such financial responsibility, each Owner hereby agrees to hold the Association, its officers, directors, and employees harmless for any financial responsibility, costs, or expenses related to any spill or spill cleanup of hazardous materials in her or her Unit.

For purposes of this Section, "hazardous materials" means a substance or material in a quantity and form which may pose an unreasonable risk to health and safety or property.

If any Owner fails properly to perform his or her obligations under this Section, the Declarant, during the Class "B" Control Period, and, thereafter, the Association, may perform it and assess all costs incurred against the Unit and the Owner thereof in accordance with Article X, Section 3 of this Declaration; provided, however, except when entry is required due to an emergency situation, the Owner shall receive reasonable notice and an opportunity to cure the problem prior to entry. Sanctions may be imposed against Owners for the failure to perform obligations under this Section. Sanctions may include reasonable monetary fines, suspension of the right to vote and the right to use the Common Areas (except as necessary for ingress and egress to and from the Unit), and shall be imposed as provided in the By-Laws of the Association. In addition, relief may be sought in any court by suit at law or in equity to enjoin any violation or to recover monetary damages or both.

Section 4. Parking. Vehicles shall be parked only in appropriate parking spaces or designated areas. All parking shall be subject to such rules and regulations as Declarant or the Board of Directors, as applicable, may adopt. Additional requirements and restrictions regarding parking may be contained in the CDC-LUS.

Section 5. Animals and Pets. No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Unit without the prior written consent of the Board of Directors.

Section 6. Nuisance. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy, unsightly, or unkempt condition on his or her Unit. No Unit shall be used, in whole or in part, for the storage of any property or thing that will cause such Unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any Unit that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any Unit, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance, or nuisance to any Person using any property adjacent to the Unit. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant, or of a nature as may diminish or destroy the enjoyment of the Properties.

Section 7. Antennas. No exterior antennas or satellite dishes of any kind shall be placed, allowed, or maintained upon any portion of the Properties without prior written approval pursuant to Article XI. However, the Board reserves the right to (but shall not be obligated to) erect a master antenna, satellite dish, or other similar master system for the benefit of the Properties. Each Owner and occupant acknowledges that this provision benefits all Owners and occupants and each Owner and occupant agrees to comply with this provision despite the fact that the erection of an outdoor antenna or similar device would be the most cost-effective way to transmit or receive the signals sought to be transmitted or received.

Section 8. Mechanical Equipment, Garbage Cans, Trash Containers, Tanks, Etc. All mechanical equipment servicing buildings, garbage cans, trash containers, above-ground tanks, and other similar items shall be located or screened so as to

be concealed from view of neighboring Units, streets, and property located adjacent to the Unit. All rubbish, trash, and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate thereon.

Section 9. Irrigation. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, canals or other waterways within the Properties shall be installed, constructed or operated within the Properties unless prior written approval has been received from the ARC or Declarant. All sprinkler and irrigation systems shall be subject to approval in accordance with Article XI of this Declaration.

Section 10. Drainage. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Owner or occupant may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers, or storm drains. Declarant hereby reserves a perpetual easement across the Properties for the purpose of altering drainage and water flow.

Section 11. Sight Distance at Intersections. All property located at street intersections shall be landscaped so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 12. Tents, Trailers and Temporary Structures. Owners or occupants shall not place upon a Unit or any part of the Properties any tent or trailer or any structure of a temporary nature, such as a tent, shack, or utility shed.

Section 13. Other Prohibited Uses. In addition to uses which are inconsistent with zoning for the Properties or otherwise prohibited by this Declaration, the following uses and activities are prohibited within the Properties:

(a) residential uses of any kind, including hotels, trailer courts, mobile home parks, and campgrounds;

(b) oil drilling, water drilling, oil refining, quarrying, or mining operations and all construction incident thereto;

(c) junk yards and recycling facilities; and

(d) commercial excavation of building or construction materials, except in the usual course of construction of improvements.

Article XIII  
General Provisions

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Properties subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same.

Section 2. Amendment. Prior to the sale of the first Unit, Declarant may unilaterally amend this Declaration for any purpose. After such sale, the Declarant may unilaterally amend this Declaration for the purpose of including additional property in Exhibit "A" or Exhibit "B". After the sale of the first Unit, the Declarant may also unilaterally amend this Declaration for other purposes so long as it still owns property described in Exhibit "B" for development as part of the Properties and so long as the amendment has no material adverse effect upon any right of any Owner; thereafter and otherwise, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members holding seventy-five (75%) percent of the total votes of the Association, including seventy-five (75%) percent of Members other than the Declarant. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Any amendment must be recorded in the public records of St. Lucie County, Florida, in order to be effective.

No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant or the assignee of such right or privilege.

Section 3. Enforcement and Liability. Declarant, during the Class "B" Control Period, and, thereafter, the Association, acting through its Board of Directors, shall have the power to enforce the covenants contained in this Declaration, the By-Laws, and the rules and regulations adopted pursuant thereto. Prior to termination of the Class "B"

Control Period, Declarant may, in its sole discretion, transfer such power to any other Person, including the Association, at any time by recording a written statement so transferring such power by express reference thereto in the public records of St. Lucie County, Florida.

The Declarant, during the Class "B" Control Period, and, thereafter, the Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines and suspension of the right to vote and the right to use the Common Areas except as necessary for ingress and egress to and from the Unit. The Declarant or the Board, as applicable, shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the By-Laws of the Association.

Neither Declarant, its officers, directors and employees, nor the Association, its officers, directors, employees, and any member of the ARC or other committee, shall be liable to any Owner, or to any other party, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of the Declarant, the Association, or any of their respective representatives or employees, in enforcing the covenants contained in this Declaration, the By-Laws, and the rules and regulations.

Section 4. Indemnification. The Association shall indemnify every officer, director, and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided

for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 5. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Unit and such portion or portions of the Common Area adjacent thereto or as between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary between each Unit and the adjacent portion of the Common Area or as between said adjacent Units, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, tenant, or the Association.

Section 6. Easements for Utilities, Etc. Declarant hereby reserves for itself and its designees (which may include, without limitation, the County of St. Lucie, Florida, the City of Port St. Lucie, Florida, and any utility) blanket easements upon, across, over, and under all of the Common Area and to the extent shown on any plat over the Units for ingress, egress, installation, replacing, repairing, and maintaining cable television systems, master television antenna systems, security, and similar systems, walkways, and all utilities, including, but not limited to, water, sewers, meter boxes, telephones, gas, and electricity. This reserved easement may be assigned by Declarant by written instrument to the Association, and the Association shall accept the assignment upon such terms and conditions as are acceptable to Declarant. If this reserved easement is assigned to the Association, the Board shall, upon written request, grant such easements as may be reasonably necessary for the development of any Properties described in Exhibit "A" or that may be annexed in accordance with Article VIII of this Declaration.

Without limiting the generality of the foregoing, there are hereby reserved for the local waste water, irrigation, cablevision, and natural gas suppliers, easements across all Units on the Properties for ingress, egress, installation, reading, replacing, repairing, and maintaining meter boxes.

Notwithstanding anything to the contrary contained in this Section, no sewers, electrical lines, water lines, or other utilities may be installed or relocated on said Properties, except as may be approved by the Association's Board of Directors or as provided in the development and sale by Declarant. Should any entity furnishing a service covered by the general easement herein provided request a specific easement by separate recordable document, the Board of Directors shall have the right to grant such easement on said Properties without conflicting with the terms hereof. The easements provided for in this Article shall in no way adversely affect any other recorded easement on the Properties.

The Declarant, during the Class "B" Control Period, and, thereafter, the Board, by a two-thirds (2/3) vote, shall have the power to dedicate all or part of the Common Area to the City of Port St. Lucie, the County of St. Lucie, or to any other local, state, or federal governmental entity. Notwithstanding the foregoing sentence, neither the Association nor any Members thereof shall take any action with respect to the Properties which is intended to remove or has the effect of removing the Properties from the jurisdiction of the City of Port St. Lucie, Florida.

Section 7. Easement to St. Lucie West Master Association, Inc. The officers, agents, employees and independent contractors of St. Lucie West Master Association, Inc. shall have a nonexclusive easement to enter upon any portion of the Community for the purpose of performing or satisfying the duties and obligations of St. Lucie West Master Association, Inc. as set forth in the Declaration of Covenants, Conditions and Restrictions for St. Lucie West Master Association, its by-laws and rules and regulations.

Section 8. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 9. Right of Entry. The Association shall have the right, but shall not be obligated, to enter into any portion of the Properties for maintenance, emergency, security, and safety, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to cure any condition which may increase the possibility of a fire



or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board.

Section 10. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 11. Litigation. After termination of the Class "B" membership, no judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five (75%) percent of all Members. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration; (b) the imposition and collection of assessments; (c) proceedings involving challenges to ad valorem taxation; or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 12. Use of the Words "St. Lucie West". No Person shall use the words "St. Lucie West" or any derivative thereof, or any tradename, trademark or logo developed by or belonging to the Declarant or its affiliates, in the name of any building or any business or enterprise or in any printed or promotional material without the prior written consent of the Declarant. However, Owners or tenants may use the term "St. Lucie West" in printed or promotional matter where such term is used solely to specify that particular property is located within the Properties.

Section 13. Ownership of Unit by the United States. Declarant shall have the right to exempt the United States, as the Owner of a Unit, from any of the restrictions contained in this Declaration, or the By-Laws, or rules and regulations of the Association if such exemption is required by the United States.

Section 14. St. Lucie West Master Association, Inc. Every Owner, by acceptance of a deed to property within the Community, acknowledges that he or she is subject to the Declaration of Covenants, Conditions and Restrictions for St. Lucie West Master Association recorded in the St. Lucie County, Florida land records and is automatically a member of the St. Lucie West Master Association, Inc.

Section 15. Supremacy of Master Declaration. In addition to all of the rights and obligations which have been conferred or imposed upon the Association pursuant to this Declaration, the By-Laws or the Articles of Incorporation, the Association shall be entitled to exercise any of the rights conferred upon it and shall be subject to all of the obligations imposed upon it pursuant to the Declaration of Covenants, Conditions and Restrictions for St. Lucie West Master Association and the By-Laws of St. Lucie West Master Association, Inc.

Section 16. St. Lucie West Community Development District. The Association shall have the power, and is hereby authorized, to contract with and to cooperate with the Community Development District, if created, in order to ensure that their respective responsibilities are discharged. The Association is further authorized to act on behalf of its Members to ensure that the level of services provided by the Community Development District is consistent with the Community-Wide Standard.

Each Owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and consent to the creation of the Community Development District and to executing a separate document so consenting to the creation of the Community Development District, if requested to do so by Declarant.

Article XIV  
Declarant's Rights

Any or all of the special rights and obligations of the Declarant may be transferred to other Persons, including the Association, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the public records of St. Lucie County, Florida. Nothing in this Declaration shall be construed to require Declarant or any successor to develop any of the property set forth in Exhibit "B" in any manner whatsoever.

Notwithstanding any provisions contained in this Declaration to the contrary, so long as construction and initial sale of Units shall continue, it shall be expressly permissible for Declarant, and any builder approved by Declarant, to maintain and to carry on upon portions of the Common Area such facilities and activities as, in the sole opinion of Declarant, may be reasonably required, convenient, or incidental to the construction or sale of such Units,

including, but not limited to, business offices, signs, and sales offices, and the Declarant, and any builder approved by Declarant, shall have an easement for access to such facilities. The right to maintain and carry on such facilities and activities shall include specifically the right to use Units owned by the Declarant or the approved builder as models and sales offices.

So long as Declarant continues to have rights under this paragraph, no Person shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of the Properties without Declarant's review and written consent thereto, and any attempted recordation without compliance herewith shall result in such declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument being void and of no force and effect unless subsequently approved by recorded consent signed by the Declarant.

This Article may not be amended without the express written consent of the Declarant. The rights contained in this Article shall terminate only upon the recording by Declarant of a written statement that all sales activity has ceased and that Declarant releases such rights by express reference thereto.

IN WITNESS WHEREOF, the undersigned Declarant has executed this Declaration this 22<sup>nd</sup> day of January, 1988.

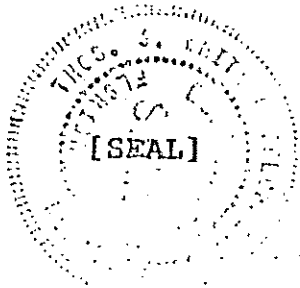
THOS. J. WHITE DEVELOPMENT CORPORATION, a Florida corporation

By:

[Signature]  
President

Attest:

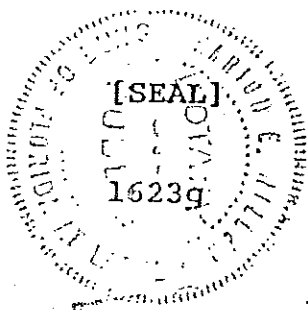
[Signature]  
Secretary



STATE OF FLORIDA  
COUNTY OF ST. LUCIE

BEFORE me personally appeared James P. Brown and Ernest R. Dire, Jr., to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary, respectively, of the above-named corporation and acknowledged to and before me that they executed such instrument as President and Secretary of said corporation and that the seal affixed to the foregoing instrument is a corporate seal of the corporation and that it was affixed to the foregoing instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

1988. WITNESS my hand and seal this 22<sup>nd</sup> day of January



[Signature]  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_  
Notary Public, State of Florida  
My Commission Expires May 12, 1989  
Bonded Thru Troy Eula - Insurance, Inc.

EXHIBIT "A"

Land Initially Submitted

The lands referred to in this 'Exhibit A' are described as follows:

- (a) Lots I-14, I-15, I-16 and I-17 in Block 2 of ST. LUCIE WEST PLAT #1, PRIMA VISTA BOULEVARD, according to the Plat thereof recorded in Plat Book 26 at Page 8, Public Records of St. Lucie County, Florida;
- (b) Lots I-1, I-2, I-3 and I-4 in Block 3 of ST. LUCIE WEST PLAT #1, PRIMA VISTA BOULEVARD, according to the Plat thereof recorded in Plat Book 26 at Page 8, Public Records of St. Lucie County, Florida.
- (c) Lots I-1, I-2, I-3, I-4, I-11 and I-12 in Block 4 of ST. LUCIE WEST PLAT #1, PRIMA VISTA BOULEVARD, according to the Plat thereof recorded in Plat Book 26 at Page 8, Public Records of St. Lucie County, Florida.

1623g

EXHIBIT "B"

Land Subject to Annexation

The land subject to annexation to the Declaration is all property which Declarant may now or hereafter own in the County of St. Lucie, Florida, which is designated on any plat or otherwise intended for industrial use, with the exception of the property initially submitted to the Declaration described in 'Exhibit A.'

1623g

## EXHIBIT "C"

Formula for Assessments and Voting Rights

Assessments and votes are computed as follows:

Each Unit, whether or not shown upon a recorded plat, shall be entitled to cast one (1) vote for each acre of land, and one (1) vote for any additional fractional piece of land which is less than one (1) acre, within the boundaries of that Unit, excluding streets and Common Areas. Each Unit shall be entitled to cast at least one (1) vote.

The percentage of the total assessment to be levied on a particular Unit shall be computed by dividing the total acreage within the boundaries of that Unit rounded to the nearest one-tenth (1/10) of an acre, excluding streets and Common Areas, by the total acreage within the boundaries of all Units rounded to the nearest one-tenth (1/10) of an acre, excluding streets and Common Areas. The percentage of the total assessment for each Unit subject to assessment, and the number of votes attributable to each Unit shall be computed annually by the Board of Directors, and notice of the percentage of the total assessment and votes for each Unit (including a summary of the computations) shall be sent to each Owner together with the annual notice of any assessment.

Upon annexation of additional property, assessments and votes shall be recomputed under the above formula, and all Owners shall be notified within thirty (30) days of the recording of a Subsequent Amendment annexing property to the Declaration of their new assessment obligations and voting rights. All votes attributable to Units are weighted based on the formula herein, and voting shall not be construed to be on an equal or per capita basis.

