



**AMENDED AND RESTATED
 DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
 OF
 STUART WEST,
 A PLANNED UNIT DEVELOPMENT**

The purpose of this Amended and Restated Declaration of Covenants, Conditions and Restrictions of Stuart West, A Planned Unit Development (hereinafter "Declaration") is to continue the purposes of the Declaration of Covenants, Conditions and Restrictions of Stuart West as originally recorded in the Public Records of Martin County, Florida at Official Records Book 503, Page 1548, et. seq. and as amended at Official Records Book 920, Page 549 et. seq., OR Book 1176, Page 2507, et. seq., OR Book 1293, Page 2434, et. seq., OR Book 1406, Page 2157, et. seq., OR Book 1435, Page 1835, et. seq., OR Book 1617, Page 102, et. seq., OR Book 1932, Page 720, et. seq., OR Book 2274, Page 1658, et. seq., and OR Book 2633, Page 1579, et. seq. All provisions of this Amended and Restated Declaration of Covenants, Conditions and Restrictions for Stuart West, A Planned Unit Development and all exhibits hereto shall be construed to be covenants running with the land.

WITNESSETH:

WHEREAS, that certain real property in Martin County, Florida, is more particularly described as follows (hereinafter referred to as the "Property"):

The East halves of Sections 1, 12 and 13, Township 38
 South, Range 39 East less the R/W of Canal C 23 and State
 Road 714.

The Property was developed as a Planned Unit Development known as STUART WEST (hereinafter referred to as the "PUD"); and

WHEREAS, Plats of the Property have been recorded as follows: Stuart West, Phase I, recorded in Plat Book 8, Page 37, Public Records of Martin County, Florida, Stuart West, Phase II, recorded in Plat Book 9, Page 21, Public Records of Martin County, Florida, Stuart West, Phase IIIA, recorded in Plat Book 9, Page 61, Public Records of Martin County, Florida, and Stuart West, Phase IIIB, recorded in Plat Book 10, Page 70, Public Records of Martin County, Florida, hereinafter collectively referred to as the "Plat".

WHEREAS, an overall plan (hereinafter referred to as the "Plan") was established for the improvement, development, management, operation and maintenance of the "PUD", and the Property and the "PUD" shall be improved, developed, managed, operated and maintained in accordance with the Plan; and



Instr. # 2745626
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 Carolyn Timmann
 Clerk of the Circuit Court & Comptroller
 Martin County, FL
 Rec Fees: \$571.00

Re-recorded to correct scrivener's
 error on page 16 to include paragraph
 erroneously omitted.

**Clerk's Note:
 Legibility of this document
 determined to be substandard**

WHEREAS, certain covenants, restrictions, limitations, conditions, reservations, easements, charges and servitudes have been placed upon the ownership, improvement, use and occupancy of each of the parcels in the "PUD" to insure the improvement, development, management, operation and maintenance of the Property and the "PUD" in accordance with the Plan, which covenants, restrictions, limitations, conditions, reservations, easements, charges and servitudes shall run with the title to the Property and each of the Parcels in the "PUD" and shall be binding upon each such Parcel and all persons acquiring title to any of the Parcels in the "PUD".

NOW, THEREFORE, the Property and each Parcel in the "PUD" shall be leased, held, improved, sold, conveyed, mortgaged, used and occupied subject to the following covenants, restrictions, limitations, conditions, reservations, easements, charges and servitudes which are for the purpose of protecting the value and durability of and which shall run with the title to the Property and each Parcel and shall be binding upon all parties having any right, title or interest in the Property or the Parcels or any part thereof, their heirs, personal representatives, successors and assigns, and shall inure to the benefit of each Owner thereof, impresses the following covenants, restrictions, limitations, conditions, reservations, charges, easements and servitudes upon the Property and each Parcel and the ownership, improvement, use, sale, leasing, mortgaging and occupancy thereof:

ARTICLE I **DEFINITIONS**

Section 1. "Association" shall mean and refer to Stuart West Property Owners' Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Parcel in the "PUD" which is a part of the Property.

Section 3. "Property" shall mean and refer to that certain real property hereinabove described, and such additions thereof as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all the real property and improvements owned by the Association for the common use and enjoyment of the Owners. The Common Area to be owned by the Association shall be such areas as shown on the Plat of Stuart West designated "Common Area".

Section 5. "Parcel" shall mean and refer to any numbered plot of land shown upon the recorded Planned Unit Development Plan of the Property, with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to GLORIA MUROFF, her grantees, successors, designees and assigns.

Section 7. "Common Expenses" shall mean and refer to those expenses for which Owners are liable to the Association and include:

(a) Expenses of administration; expenses of maintenance, operation, repair or replacement of the Common Area and Common Facilities, including but not limited to:

(i) Fire and other casualty and liability insurance on the Common Area and Common Facilities and Workers' Compensation Insurance as provided herein.

(ii) Administrative costs of the Association, including professional fees and expenses.

(iii) Costs of maintaining, repairing and replacing the streets and the cost of any street lighting.

(iv) The costs incurred in the maintenance, upkeep and replacement of all lawns and landscaping within the Common Areas.

(v) The cost of utilities for the Common Areas.

(vi) The costs of utilities which are not separately metered to the individual Planned Unit Development Parcels.

(vii) Labor, materials and supplies used in conjunction with the Common Areas.

(viii) The cost of any additional land, improvements and other property as may be purchased by the Association through the action of its Board of Directors.

(ix) All other costs and expenses that may be duly incurred by the Association through its Board of Directors from time to time in operating, managing, repairing, replacing, protecting and conserving the Planned Unit Development, the Association property and in carrying out its duties and responsibilities as provided by this Declaration, the Articles of Incorporation and By-Laws.

(b) All costs and expenses incurred in the maintenance, repair, operation and replacement of all streets, pipes and drains, except such lines, pipes and drains located within any Parcel.

(c) Expenses declared common expenses by provisions of this Declaration, the Articles of Incorporation or By-Laws of the Association.

- (d) Taxes on property owned by the Association.
- (e) Insurance on property owned by the Association.

Section 8. "Common Facilities" shall mean and refer to all those structures, improvements, fixtures, facilities, machines, equipment and all items of personal property owned by the Association for the benefit of the Owners.

ARTICLE II PROPERTY RIGHTS

Section 1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and pass with the title to every Parcel, subject to the following provisions:

(a) The right of the Association to suspend the voting rights and rights to use of the Common Area and Facilities by any Owner for any period during which any assessment against his Parcel remains unpaid;

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by four-fifths (4/5) of the Owners agreeing to such dedication or transfer has been recorded in the Public Records of Martin County, Florida.

Section 2. Easements. Each of the following easements are hereby reserved in perpetuity and otherwise created and conveyed in favor of each Parcel and the Declarant, its grantees, successors and assigns, the Association, the Owners and others, as indicated, and are covenants and servitudes running with the title to the Property and the Planned Unit Development and may not be amended or revoked without the unanimous consent of Declarant, Club and all Owners.

(a) Utilities. As set forth on or in the Plat and within all street and Road Rights of Way as may be required for utility services in order to adequately serve the Planned Unit Development, all Parcels, all improvements and all portions thereof including the 10 foot utility easement along the front of each lot as indicated on the plat.

(b) Pedestrian and Vehicular Traffic. For pedestrian traffic over, through and across Common Areas, any sidewalks, roads and streets, as the same may, from time to time, exist, and for vehicular traffic over, through; and across the streets and roads within the Planned Unit Development.

(c) Emergency Vehicles. The right of all lawful emergency vehicles and equipment to pass over and across all portions of any Common Area and the roads and streets.

(d) Maintenance and Repair. The right to enter over, through and upon all portions of any Common Area for the purpose of maintaining, repairing and replacing such Common Area or Common Facilities.

(e) Drainage. The right to enter over, through and upon all portions of any Common Area, for the purposes of maintaining the community drainage plan, or modifying or improving said drainage plan as may be reasonably required including drainage easements over parcels as indicated in the plat.

(f) Other. Those other easements, if any, shown on the plat. See Article X hereinbelow.

Section 3. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws of the Association, his right or enjoyment of any Common Areas and Common Facilities to members of his family, tenants or contract purchasers who reside on the property.

ARTICLE III ASSOCIATION

Section 1. Association. The operation of the Planned Unit Development shall be by Stuart West Property Owners' Association, Inc., a corporation not for profit under the laws of the State of Florida, which shall fulfill its functions pursuant to the provisions hereinafter set forth.

Section 2. Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit A.

Section 3. By-Laws. The administration of the Association and the operation of the Property and the Planned Unit Development shall be governed by the By-Laws, a copy of which is attached Exhibit B.

Section 4. Powers. The Association shall have all of the powers and duties reasonably necessary to manage and operate within the Planned Unit Development as set forth in this Declaration and the Articles of Incorporation and the By-Laws of the Association, and as the same may be amended. It shall also have the power subsequent to the recording of this Declaration to acquire and enter into agreements whereby it acquires ownership or other possessory or use interest in real and personal property, including, but not limited to marinas and other recreational facilities intended to provide for the enjoyment, recreation or other use or benefit of Owners and to declare the expenses of operations, replacements and other undertaking in connection therewith to be common expenses and may make such covenants and restrictions respecting the use of the facilities as may be desired.

Section 5. Members. Every Owner of a Parcel in Stuart West Property Owners Association, Inc. which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Parcel which is subject to assessment, nor may such membership be encumbered or transferred except in conjunction with the Parcel to which it is appurtenant. The Association shall have one class of voting membership comprised of the Declarant and other Owners in the Planned Unit Development. When more than one person holds an interest in any Parcel, all such persons shall be members. The vote for such Parcel shall be exercised as they among themselves determine, but in no event, shall more than one vote be cast with respect to any Parcel.

Section 6. Limitation Upon Liability of Association. Notwithstanding the duty of the Association to operate and maintain and repair parts of the Planned Unit Development, the Association shall not be liable to Owner for the injury or damage caused by any latent condition of the Property to be maintained by the Association, or caused by the elements or other Owners or persons.

Section 7. Restraint Upon Assignment of Shares and Assets. The equal share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his Parcel.

Section 8. Transfer of Membership. A transfer of a Parcel shall automatically transfer the membership in the Association appurtenant to it.

Section 9. All Owners Equal. Except as herein specifically otherwise provided in Section 7 of Article IV, Each Parcel and the Owner thereof shall be responsible for an equal share of all assessments by the Association and shall have an equal undivided interest in the Association.

ARTICLE IV COVENANT FOR ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. The Declarant of any Parcel by acceptance of a deed thereto, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association an equal share of: (1) annual assessments or charges for common expenses, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The unpaid annual and special assessments shall be a charge on the land and shall be a continuing lien upon the property including all reasonable costs and attorneys' fees (whether for trial, appellate or other legal services) incurred by the Association incident to the collection of such charges or enforcement of such lien. Said lien shall be effective only from and after the time the Association shall record a claim of lien in the Public Records of Martin County, Florida, stating the description of the Parcel the name of the record owners(s) and the amount due. The lien shall continue in full force and effect until all sums secured thereby are paid in full. Upon full payment, the Owner shall be entitled to a recordable satisfaction of lien. Said

lien shall be enforceable by the Association, at its option, either in the same manner provided by law for the foreclosure of mortgages on real property or for the enforcement of special assessment liens for local improvements or as otherwise allowed by law. Each such assessment, together with interest, costs and reasonable attorneys' fees, shall be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them, but this shall not be deemed to impair the lien for such assessments on the Parcels. Each Parcel and each Owner of a Parcel shall be and are hereby made liable to the Association for an equal share of all such assessments, except as herein otherwise specifically provided in Section 7 of Article IV.

Section 2. Purpose of Assessments. The assessment levied by the Association shall be used exclusively to promote the convenience, recreation, health, safety, security and welfare of the residents in the Property, in payment of the common expenses and for the operation, improvement and maintenance and replacement of the Common Area and Common Facilities and the lawns and landscaping.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the costs of any construction, reconstruction, repair or replacement of a capital improvement upon any Common Area, including fixtures and personal property, or of the Common Facilities, provided that any such assessment shall have the assent of four-fifths (4/5) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 4. Notice and Quorum for Any Action Authorized Under Section 3. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 shall be sent to all members not less than fifteen (15) days nor more than thirty (30) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast at least fifty (50%) percent of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than thirty (30) days following the preceding meeting.

Section 5. Uniform Rate of Assessment. Except as otherwise specifically provided herein in Section 7 of Article IV, both annual and special assessments must be fixed at a uniform rate for all Parcels, which shall be an equal share thereof, and may be collected on a monthly, quarterly or other convenient basis as determined by the Association.

Section 6. Date of Commencement of Annual Assessments; Due Dates. The annual assessments provided for herein shall commence on the first day of the month

following the conveyance of any Parcel and shall be adjusted for each parcel according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Parcel at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be furnished to every Owner subject thereto. The due dates shall be established by the Board of Directors and set forth in the notice. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Parcel have been paid.

Section 7. Commencement of Liability of Parcel for Assessments; Proviso. Each Parcel shall become liable for assessments for common expenses and the other assessments provided for herein from and after the date such Parcel is conveyed by the Declarant to the first Purchaser thereof.

Section 8. Effect of Nonpayment of Assessments. Remedies of the Association. Any assessment not paid within the thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property or take any other action allowed by law. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Parcel.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage on a Parcel recorded prior to the time the claim of lien on such Parcel is recorded by the Association. The sale or transfer of any Parcel shall not affect the assessment lien. However, the sale or transfer of any Parcel pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Parcel from liability for any assessments thereafter becoming due or from the lien thereof. In the event the holder of a prior mortgage lien shall accept and record a deed in lieu of foreclosure, or obtain a Certificate of Title as a result of foreclosure or Certificate of Title shall operate to release such subordinate claim of lien.

ARTICLE V MAINTENANCE

Section 1. Generally. The responsibility for the maintenance of the Property shall be as hereinafter provided.

Section 2. By the Association. The Association shall maintain, repair and replace at the Association's expense:

(a) All portions of any Common Area and all improvements and personal property therein or thereon.

(b) All equipment, conduits, lines, mains, ducts, plumbing, wiring, and other appurtenances and facilities for the furnishing of water, sewer, drainage and other utility services to the Planned Unit Development, except where said facilities are solely for the benefit of a single lot.

(c) All of the lawns, landscaping and landscaped areas of all Common Areas.

(d) All private roads, streets and rights-of-way within the Planned Unit Development on which Owners of Parcels have easements.

Section 3. By the Owner. The Owner shall maintain, repair and replace at the Owner's expense all portions of the property and improvements and personal property thereon as are owned exclusively by each Owner.

ARTICLE VI **INSURANCE**

Section 1. Public Liability. Public liability insurance shall be carried in such amounts and with such coverage as shall be required by the Board of Directors of the Association, and with cross liability endorsement to cover liabilities of the Owners as a group, to an Owner.

Section 2. Workmen's Compensation. Workmen's Compensation insurance shall be carried to meet the requirements of the law.

Section 3. Other Insurance. The Association shall carry such other insurance as the Board of Directors shall determine from time to time to be desirable.

Section 4. Premiums. Premiums upon insurance policies purchased by the Association providing insurance protection for the Common Area and Common Facilities shall be paid by the Association as a common expense.

ARTICLE VII **COVENANT FOR MARTIN COUNTY, FLORIDA**

The Association shall not be dissolved nor shall it dispose of any Common Area, by sale or otherwise (except to an organization conceived and organized to own and maintain the Common Area) without first receiving approval from the Board of County Commissioners of Martin County, Florida (herein the "Board"). The board, as a condition precedent to the dissolution or disposal of Common Area may require dedication of common open areas or utilities to the public as deemed necessary. In the event that the Association (or any successor organization) fails at any time to maintain the roads, streets, rights-of-way or Common Area of the Planned Unit Development in a reasonable order and condition in accordance with the approved Final Development

Plan for the Planned Unit Development, then the Board can serve written notice by certified mail, return receipt requested, upon such organization and upon each owner of real property within the Planned Unit Development, which notice shall set forth the manner in which the organization has failed to maintain the roads, streets, rights-of-way or Common Area in reasonable order and condition and shall demand that such failure be remedied within thirty (30) days of the sending of such notice or in the alternative time (at least ten (10) days but not more than thirty (30) days after the sending of such notice) either to contest the alleged failure to maintain or to show cause why it cannot remedy such failure within the thirty day (30) period. If such failure has not been remedied within the thirty day (30) period or such longer period as the board may have allowed, then the Board, in order to preserve the taxable values of the real property within the Planned Unit Development and to prevent the roads, streets, rights-of-way or Common Area from becoming a public nuisance, shall hold a public hearing to consider the advisability of the County entering upon and maintaining them for a period of one year. Notice of such hearing shall be sent by certified mail, return receipt requested, to the organization involved and to each owner of real property within the Planned Unit Development and shall be published one time in a newspaper of general circulation published in Martin County, Florida. Such notice shall be sent and published at least fifteen (15) days in advance of the hearing. At such hearing the Board may determine that it is or is not advisable for the County to enter upon such roads, streets, rights-of-way or Common Area, take non-exclusive possession of them and maintain them for one year. Such entry, possession and maintenance when followed in accordance with the above procedure shall not be deemed a trespass. Such entry, possession and maintenance shall not be construed to give to the public or the County any right to use the roads, streets, rights-of-way or Common Area. The Board may upon public hearing, with notice given and published in the same manner as above, return possession and maintenance thereof to the organization, or successor organization, abandon such possession and maintenance, or continue such possession and maintenance for additional one-year periods. The cost of such maintenance by Martin County, mentioned above, shall be assessed ratably against the properties within the Planned Unit Development that have a right to enjoyment of the roads, streets, rights-of-way Common Area and shall become a charge of lien on said properties if not paid within thirty (30) days after receipt of a statement therefor.

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, grass clippings, trees, shrubs, or material shall be deposited on any of the land or waterway included in the Planned Unit Development.

(b) The Association reserves the right to care for improved or unimproved or unkempt 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 Association to keep the property, and the land, continuous and adjacent thereto neat and in good order and charge same against the Owner of said lot or lots. Any such charge shall be levied and collected in the same manner as assessments as provided in Article IV above.

(c) Laundry drying areas shall be properly and adequately concealed 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.

(f) All water and pool equipment, including but not limited to, water softeners, pumps, reverse osmosis systems, pressure tanks, irrigation equipment, salt tanks, pool heaters and filters, and carbonate filtration systems shall be concealed from view. Such concealment shall be accomplished by the planting of adequate shrubbery or trees or by the construction of a privacy fence around such equipment. Provided, however, that no planting or construction of privacy fences shall take place until plans for such planting or privacy fences are submitted to and approved by the Association through the Architectural Review Committee in accordance with the provisions of this Declaration and the Association's Construction Guidelines.

Section 2. Parking Restrictions.

(a) No commercial vehicles nor equipment of a commercial nature are to be parked on any lot or any street, unless parked within a garage or adequately concealed from view from the street or any adjoining lots. Additionally, commercial vehicles providing commercial services to individual residences or to the Association may be parked at Stuart West temporarily, during the provision of such services, but in no event overnight.

(b) Commercial vehicles are defined as vehicles containing commercial lettering or advertising on their exterior, or vehicles with any kind of commercial equipment affixed or transported on the exterior of the vehicle, except for one standard ladder.

(c) Equipment of a commercial nature includes, but is not limited to, backhoes, tractors, dump trucks, and such equipment.

(d) 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 concealed from view from the street or any adjoining lots.

(e) 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 will be granted for short-term visitors who have motor homes, campers, etc. for periods not exceeding one month during a calendar year, and small bots used by residents for their own use.

(f) The operation of all off road vehicles (including, but not limited to, all terrain vehicles ["ATV's"], go-carts and dirt bikes), except golf carts, is prohibited on all Stuart West streets, swales and other Common Areas. Such vehicles may only be utilized on private lots with the Lot Owner's knowledge and consent, and in compliance with the rules and regulations of the Association.

Section 3. Guest houses are permitted for family use only and only upon satisfaction of Martin County Zoning Code restrictions as to allowable size and subject to the requirements of Article IX below. Guest houses are specifically prohibited from being rented.

Section 4. Adult Congregate Living Facilities (ACLF), Group Homes, Halfway Houses (or any other homes known as group or rehabilitative type facilities) that exceed the Martin County Zoning requirements for residential property are expressly prohibited.

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:

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 of 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 kept livestock on their Stuart West lot(s) as of January 31, 2002, may continue to keep such livestock on their lot(s), subject to the following conditions:

(i) The lot owner registered by the number and type of all livestock kept on the lot with the Association within fourteen (14) days of January 31, 2002;

(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 January 31, 2002 may not be replaced;

(iv) If livestock being kept pursuant to this provision is sold, the livestock must be removed immediately;

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

Section 6. 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. Notwithstanding the foregoing, a sign of reasonable size provided by a contractor for security services may be displayed within ten (10) feet of any entrance to the home.

Section 7. 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 constructed in a manner and fashion similar to the main dwelling structure and subject to approval by the Association as elsewhere provided.

Section 8. Overhead utility lines are prohibited on the lots. All lines providing utilities to the residents must be buried underground including but not necessarily limited to electric, cable television, telephone, etc.

Section 9. No gasoline or diesel motors on boats are permitted in the waterways of Stuart West. Only electric trolling motors will be allowed.

Section 10. The use of firearms for hunting, target practice, or indiscriminate discharge is strictly prohibited.

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 in 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) A deposit in the amount of \$1000.00 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 had 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 \$1000.00, 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.

(b) Electricity and Water – Prior to the commencement of any construction, temporary or permanent, electric supplied by a local municipal utility must be placed on the property, and an operating well drilled for the purpose of obtaining water during the construction period.

(c) Trash, Debris and Toilet – Trash receptacle(s) must be placed on the lot and maintained there during the construction for the purpose of properly disposing of trash and debris. Such trash and debris shall not be allowed to accumulate in excess of the height of the receptacle(s). Additionally, a portable toilet must be placed on the property (and properly maintained) off the road during the construction period.

(d) Time Period and Posting – 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 of date posted on building permit and a certificate of occupancy received. The building permit(s) must be posted on an installed permit board on the property. Any structure that is not completed within that time period may be removed from the property, should the Association so direct. Exceptions may be made by the Board.

(e) 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 owner's expense.

(f) Chain Link Fences – Chain link fences are prohibited except for perimeter fences around tennis courts, dog runs, and children play areas. Such fences shall not be placed around the entire, or the majority portion, of yards abutting any street.

(g) Culvert – Before any fill can be placed on the property or construction can begin, a culvert will be installed where construction vehicles enter upon the property for the purpose of keeping swales open at all times.

Section 2. With the approval of the location and plan by the 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, with such space commonly called "under air". Garages are required on all lots and must be a minimum of 400 square feet.

Section 4. Front set-back lines from street right-of-way will be a minimum of 125 feet from the center of the road. Side set-back lines must be a minimum of 50 feet. Exceptions may be granted by the Association for all set-back restrictions. All permanent structures must adhere to front and side set-back lines.

Section 5. No garage door may face any street except in the case of a corner lot location when approved landscaping shall be installed.

Section 6. Roofs must be either concrete, clay or ceramic tile, wood shake shingles, or metal sheeting (meeting the following specifications: consisting of metal sheets no less than 26 gauge steel and be of the loc seam style – standing seam. Metal roof panels shall meet SBCCI codes and UL90 uplift ratings. Metal roofing panels shall be mechanically seamed. Metal roof finish shall be galvalume aluminium – zinc alloy. Metal roof ribbing shall be no less than 16” and no more than 24” wide. Standing “T” commercial grade, 20 gauge metal roofing is also acceptable.

5V crimp is acceptable meeting the following specifications: (1) minimum 26 gauge galvalume metal; (2) 20 year ZAC screws (nails not permitted); (3) all accessory metals (drip edge, J-channel, cap, wall flashing, boot flashing, and valley flashing) should be 26 gauge galvalume metal; (4) spacing of screws should be a minimum of 16 inches on centers for 110 MPA uplift and must meet or exceed current Martin County building codes; and (5) if using a colored 24 gauge metal no less than a 20 year finish warranty.

Roofs must have a minimum slope (commonly referred to as pitch) of 6 to 12. Greenhouses and other similar small out buildings may be exempted from these roof material requirements upon expressed written permission of the Association.

Section 7. After a lot has been cleared, including the canal bank(s), and before the certificate of occupancy has been issued, the canal bank(s) must be sodded. If the canal bank(s) have not been disturbed (such as by the clearing of trees and shrubbery), no sod would be necessary. Exceptions may be granted where warranted by design or by other considerations, at the discretion of the Association.

ARTICLE X **EASEMENT**

Section 1. An easement and right-of-way is hereby expressly reserved in and over a strip ten (10) feet in width along the front line of all lots wherever the same is designated “utility Easement” on the Plat of Stuart West for erection, construction and maintenance of poles and wires, and clearing of trees and pruning of branches, or the construction and maintenance of conduits and of all proper and necessary attachments for electric light, power and telephone service and for the construction and maintenance of storm water drains, land drains, public and private pipe lines for supplying gas and water and for the construction and maintenance of any other public or quasi-public utility or fence. The Association shall have the right to enter and to permit others to enter upon said reserved strips of land for any of the purposes for which said easements and right-of-way have been reserved.

Section 2. See Article II, Section 2.

ARTICLE XI **RIGHT TO ABATE VIOLATIONS**

Violation of any restrictions and conditions or breach of any covenant or agreement herein contained shall give the Association in addition to all other remedies, a) the right to levy fines in accordance with Florida Statute §720.305(2012) as amended

from time to time and b) the right to enter upon the land upon, or as to which, such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, thing or condition, that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the Association shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal. Any such charge shall be levied and collected in the same manner as assessments as provided in Article IV above.

ARTICLE XII **RIGHT TO ENFORCE**

The provisions herein contained shall run with and bind the land and shall inure to the benefit of, and be enforceable by the Association, or the Owner of any land included in said Planned Unit Development and failure to object to any violation or to enforce any restrictions, condition or covenant herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto. Any expense incurred in enforcing the provisions herein contained shall be paid by the defaulter, and shall be collectable, or shall be a lien on affected property, in the same manner as provided for collection of an individual owner's share of common expenses.

ARTICLE XIII **RIGHT TO MODIFY**

The Association hereby expressly reserves the right in its absolute discretion at any time to annul, waive, change or modify any of the restrictions, conditions, covenants, agreements and provisions contained in the Articles VIII through XII as to any parcel or part of said subdivision with the consent of 50% in number of the then owners. In computing the 50%, each lot shall be entitled to one vote, irrespective of the number of its owners.

All instruments executed for the purposes of annulling, waiving, changing, enlarging or modifying any of the covenants, agreements, provisions, conditions and restrictions of this instrument shall be recorded.

This Amended and Restated Declaration of Covenants, Conditions and Restrictions of Stuart West, a Planned Unit Development, has been approved by at least fifty percent (50%) of the Lot owners, which was sufficient for approval. Copies of the consents are attached hereto.

The undersigned, Stuart West Property Owners Association, Inc., hereby consents to the terms and conditions contained in the foregoing Amended and Restated Declaration and hereby assumes the duties and obligations imposed upon the undersigned thereunder.

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 day of September 21, 2015.

WITNESSES AS TO PRESIDENT:

STUART WEST PROPERTY OWNERS ASSOCIATION, INC.

Roxann Cuzpi
Printed: Roxann Cuzpi
Marlene Medina
Printed: Marlene Medina

By: Arlyn McGuidy
Arlyn McGuidy, Its President

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on September 21, 2015, by Arlyn McGuidy as President of Stuart West Property Owners Association, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: _____].

Notarial Seal



Christine Levy
Notary Public

WITNESSES AS TO SECRETARY:

STUART WEST PROPERTY OWNERS ASSOCIATION, INC.

Roxann Cuzpi
Printed: Roxann Cuzpi
Marlene Medina
Printed: Marlene Medina

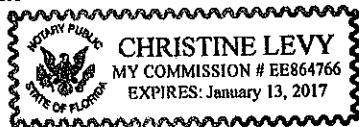
By: Katherine Macaluso
Katherine Macaluso, Its Secretary

CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on September 21, 2015, by Katherine Macaluso as Secretary of Stuart West Property Owners Association, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: _____].

Notarial Seal



Christine Levy
Notary Public