

EXHIBIT C
DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
OF
STUART WEST
A PLANNED UNIT DEVELOPMENT

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS, made on this 20 day of June, 1980 by GLORIA MUROFF (hereinafter referred to as "Declarant," which term shall include the successors, assigns or designees of the Declarant),

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Martin County, Florida, which 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.

WHEREAS, the Declarant is developing the Property as a Planned Unit Development known as STUART WEST (hereinafter referred to as the "PUD"); and

WHEREAS, the Declarant has this day filed a "PUD" Plat for the first phase of the Planned Unit Development of the Property, which Plat is recorded in Plat Book _____ Page _____, Public Records of Martin County, Florida (hereinafter referred to as the "Plat"); and the Declarant will subsequently file a Planned Unit Development Plat for the remaining portion of the "PUD" of the Property, in accordance with the Final Development Plan of the Planned Unit Development; and

WHEREAS, the Declarant has established an overall plan (hereinafter referred to as the "Plan") for the improvement, development,

This instrument prepared by:

Melvin I. Muroff, Attorney
2020 N. E. 163rd Street
North Miami Beach, Florida 33162

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management, operation and maintenance of the "PUD", and Declarant is desirous that the Property and the "PUD" be improved, developed, managed, operated and maintained in accordance with the Plan; and

WHEREAS, the Declarant is desirous of impressing and placing certain covenants, restrictions, limitations, conditions, reservations, easements, charges and servitudes 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" from, through or under the Declarant, her grantees, successors or assigns, directly or indirectly.

NOW, THEREFORE, Declarant, for herself, her grantees, successors and assigns, hereby declares that 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 Workmen's 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.

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See 38*

(viii) The cost of such 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, installed by the Declarant or the Association, 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; and

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 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 of 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 H.

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 as Exhibit I.

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. Management and Control Reservations by Declarant. Notwithstanding anything herein contained to the contrary, Declarant reserves all rights to the management and operation of the affairs of the Planned Unit Development and to the management and operation of and all decisions of the Association and the Board of Directors until Declarant has completed the sales of all Parcels in the Planned Unit Development, or until August 15, 1985, whichever shall first occur, or prior thereto at the option of Declarant, if Declarant indicates her waiver of such right in writing to the Association and all institutional first mortgagees consent thereto. During said period, Declarant shall have the sole and exclusive right to take all actions and do all things in behalf of the Planned Unit Development and the Association, including but not limited to the right to make contracts and agreements on behalf of the Association for the maintenance and operation of the Planned Unit Development, the determination, levy and collection of assessments and the enactment and enforcement of Rules and Regulations respecting the use of the Property.

Section 9. Transfer of Membership. A transfer of a Parcel shall automatically transfer the membership in the Association appurtenant to it.

Section 10. 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 _____ of all assessments by the Association and shall have an equal undivided _____ interest in the Association. The fractional interests set forth herein apply to the first phase and may be changed by Declarant alone, upon the addition of further phases, using the same formula.

ARTICLE IV

COVENANT FOR ASSESSMENTS

Section 1. Creation of Lien and Personal Obligation of Assessments. The Declarant, for each Parcel owned within the Property, hereby covenants, and each Owner 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 against 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 owner(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 a _____ share of all such assessments, except as herein otherwise specifically provided in Section 7 of Article IV.

Section 2. Purpose of Assessments. The assessments 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.

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Pg 1554, 1555

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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 (4/5ths) 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 _____ 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 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 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

See D-1 *see D-2*
see D-3

See D-5
amended
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Section 1. There shall not be erected, constructed, suffered, permitted, maintained, used or operated on any of the land included in the Planned Unit Development any nuisance of any kind or character.

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

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

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

Section 2. No parking of trucks or trailers or boats or other recreational vehicles shall be permitted on streets except for delivery or pickup.

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

Section 4. No more than one residence can be built on a single residential site.

See P 16
add 5/16

ARTICLE IX
APPROVAL OF PLANS

See D-1 *see D-2*
see D-3

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 such 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.

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

Section 3. The Association shall require that all homes have a minimum of 1,800 square feet of living space, exclusive garage, porches and patios. Front set-back lines from street right-of-way will be a minimum of 120 feet. Side set-back lines must be a minimum of 50 feet. Exceptions may be granted by the Association for all set-back restrictions.

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

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

Section 6. Exceptions may be granted where warranted by design or other considerations, in 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 the 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 Declarant 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, 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, or 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.

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 Declarant, 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 undivided owner's share of common expenses.

ARTICLE XIII

RIGHT TO MODIFY

The Declarant and Association hereby expressly reserve the right in the 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 then owned by the Declarant and with the consent of 50% in number of the then owners, of all other lots in the Subdivision. 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.

IN WITNESS WHEREOF, the Declarant has caused this instrument to be signed and sealed the day and year first above written.

WITNESSED BY:

GLORIA MUROFF (Seal)

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared GLORIA MUROFF, known to me, who after being by me duly sworn did execute the foregoing instrument as her free act and deed for the purposes therein expressed.

SWORN TO and SUBSCRIBED before me at said county and state this 20 day of June, ~~1978~~: 1980

Notary Public, State of Florida at Large

My commission expires:

RECORD VERIFIED

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

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

ARTICLE VIII

USE RESTRICTIONS

*See D-2
See D-3*

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX

APPROVAL OF PLANS

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

been submitted to and approved in writing by the Association and a copy thereof, as finally approved, lodged permanently with the Association. The Association shall have the right to refuse to approve any such plans and specifications or grading plan, which are not suitable or desirable 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 deposit in the amount of \$1,000.00 must accompany the submission of any plans for proposed construction. This deposit will be held by the Association in a non-interest bearing account for the purpose of assuring clean up after construction and compensation for any damage to roads (around your lot area) during the construction phase. In the event that debris has been cleaned up and no damage has occurred, and after issuance of the certificate of occupancy, the deposit will be returned in full to the owner within fifteen days of written request. The Association shall notify the owner in writing of any claim against the deposit. If there is any balance after the claim, it shall be returned to the owner upon written request. If there should be damage or clean up expenses in excess of \$1,000.00, the owner shall receive written notice thereof and it will be due and payable within thirty days of the issuance of the certificate of occupancy. Failure to pay will result in the imposition of a lien against the property as provided for other assessments, pursuant to Article IV of this Declaration.

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

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

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

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

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

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

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

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

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

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

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

WITNESSES:

Patricia Barner

Susan Hunsinger

STUART WEST PROPERTY OWNERS ASSOCIATION, INC.

By John Magee
JOHN MAGEE, President

By Christine Watts
CHRISTINE WATTS, Secretary

Corporate Seal

STATE OF FLORIDA
COUNTY OF MARTIN

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

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

Susan Hunsinger
Notary Public
My commission expires

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP JUNE 22, 1994
BONDED THRU GENERAL INS. UND.

CERTIFICATE

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

EXECUTED this 14 day of August, 1991.

WITNESSES:

Patricia Barner

Susan Hunsinger

STUART WEST PROPERTY OWNERS ASSOCIATION, INC.

By John Magee
JOHN MAGEE, President

By Christine Watts
CHRISTINE WATTS, Secretary

Corporate Seal

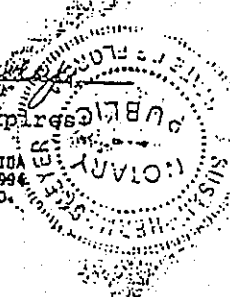
STATE OF FLORIDA
COUNTY OF MARTIN

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

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

[Signature]
Notary Public
My commission expires June 22, 1994

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP JUNE 22, 1994
BONDED THRU GENERAL INS. UND.



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

FILED FOR RECORD
HARRIS CO. F.L.A.
91 AUG 16 PM 11:02
MARSHA SULLIVAN
CLERK OF CIRCUIT COURT
RY
D.C.

01174516

96 MAY 10 AM 9:13

#2

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

The Declaration of Covenants, Conditions and Restrictions of Stuart West, a Planned Unit Development, were filed in the public records of Martin County, Florida at Official Records Book 503, page 1548, et. seq., and amended at Official Records Book 920, page 549, et. seq. The same Declaration is hereby amended by vote sufficient for approval by written consent of the owners received at a board of director's meeting held on March 26, 1996.

1. Articles VIII and IX are amended as follows:

ARTICLE VIII

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

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

(b) The 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,



contiguous and adjacent thereto neat and in good order and charge same against the Owner of said lot or lots.

(c) Laundry drying areas shall be properly and adequately 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. screen equip
g. play equip

Section 2. No vehicles nor equipment of a commercial nature are to be parked on any lot or any street. This includes, but is not limited to, backhoes, tractors, dump trucks, and such equipment. No inoperable or disassembled vehicles or equipment of any type or nature may be parked on any street or lot, unless parked within a garage or adequately concealed from view from the street or any adjoining lots. All recreational vehicles, travel trailers, campers, motorcycles, boats, boat trailers, or anything other than passenger vehicles must be parked in a garage or stored on the lot in such a manner as to not be visible from the street or any other lot. Exceptions will be granted for (a) short-term visitors who have motor homes, campers, etc. for periods not exceeding one month during a calendar year, (b) small boats used by residents for their own use.

b, c, d, e, f

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. Horses, barns, stalls, and associated facilities such as exercise rings, are allowed as specified by the 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 the 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.

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.

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 required.

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.

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 \$1,000.00 must accompany the submission of any plans for proposed construction. This deposit will be held by the Association in a non-interest bearing account for the purpose of assuring clean up after construction and compensation for any damage to roads (around your lot area) during the construction phase. In the event that debris 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 \$1,000.00, the owner shall receive written notice thereof and it will be due and payable within thirty days of the issuance of the certificate of occupancy. Failure to pay will result in the imposition of a lien against the property as provided for other assessments, pursuant to Article IV of this Declaration.

(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, 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 pipe 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 aluminum - 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).

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 or shrubbery), no sod would be necessary. Exceptions may be granted where warranted by design or by other considerations, at the discretion of the Association.

2. The foregoing Articles of Amendment to the Declaration of Covenants, Conditions and Restrictions of Stuart West were adopted by vote sufficient for approval by written consent of the owners received at a board of director's meeting held on March 26, 1996.

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

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

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name, by its acting president and secretary, and its corporate seal affixed on this 4 day of May, 1996.

Witnesses:

Patricia C. Masey

PATRICIA C. MASEY

LeVonia J. Bright

LeVonia T. Bright

Patricia C. Masey

PATRICIA C. MASEY

LeVonia J. Bright

LeVonia T. Bright

STUART WEST PROPERTY OWNERS
ASSOCIATION INC.

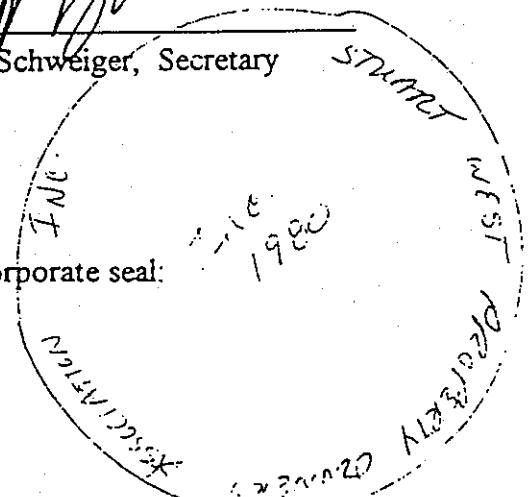
Larry Huntsinger

Larry Huntsinger, President

Robert Schweiger

Robert Schweiger, Secretary

Corporate seal:



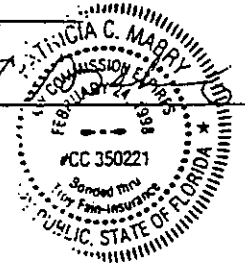
State of Florida
County of Martin

The foregoing instrument was acknowledged before me on May 4 1996, 1996 by Larry Huntsinger as president of Stuart West Property Owners Association Inc. who is personally known to me or produced identification in the form of _____

Patricia C. Mably

Notary public

Notary stamp:



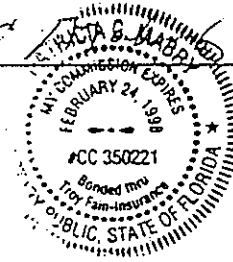
State of Florida
County of Martin

The foregoing instrument was acknowledged before me on May 4 1996, 1996 by Robert Schweiger as secretary of Stuart West Property Owners Association Inc. who is personally known to me or produced identification in the form of _____

Patricia C. Mably

Notary public

Notary stamp:



CERTIFICATE

Stuart West Property Owners Association Inc., by its duly authorized officers, hereby certifies that the Articles of Amendment to the Declaration of Covenants, Conditions and Restrictions of Stuart West, a copy of which is attached hereto, was duly and regularly adopted and passed by vote sufficient for approval by written consent of the owners received at a board of directors meeting held on March 26, 1996.

Witnesses:

STUART WEST PROPERTY OWNERS
ASSOCIATION INC.

Patricia C. Mably

Larry Huntsinger Pres.
Larry Huntsinger, President

PATRICK A. MABLEY

LeVonia J. Bright

LeVonia T. Bright

Patricia C. Massey
Patricia C. Massey
LeVonnia J. Bright
LeVonnia T. Bright

Robert Schweiger, Secretary
STUART WEST
PROPERTY OWNERS ASSOCIATION INC.
INC. 1986
Corporate seal:

State of Florida
County of Martin

The foregoing instrument was acknowledged before me on May 4, 1996 by Larry Huntsinger as president of Stuart West Property Owners Association Inc. who is personally known to me or produced identification in the form of _____

Patricia C. Massey
Notary public
Notary stamp:
PATRICIA C. MASSEY
MY COMMISSION EXPIRES
FEBRUARY 24, 1998
#CC 350221
Bonded thru
Troy Farm-Insurance
NOTARY PUBLIC, STATE OF FLORIDA

State of Florida
County of Martin

The foregoing instrument was acknowledged before me on May 4, 1996 by Robert Schweiger as secretary of Stuart West Property Owners Association Inc. who is personally known to me or produced identification in the form of _____

Patricia C. Massey
Notary public/ Notary stamp
PATRICIA C. MASSEY
MY COMMISSION EXPIRES
FEBRUARY 24, 1998
#CC 350221
Bonded thru
Troy Farm-Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Record and return to:
Deborah L. Ross, Esquire
WACKEEN, CORNETT & GOOGE, P.A.
Post Office Box 66
Stuart, FL 34995-0066

-LAST PAGE -

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#3 Parking

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

The Declaration of Covenants, Conditions and Restrictions of Stuart West, a Planned Unit Development, was filed in the public records of Martin County, Florida at Official Records Book 503, page 1548, et. seq., and amended at Official Records Book 920, page 549, et. seq. and Official Records Book 1176, page 2507 et. seq. The same Declaration is hereby amended by vote sufficient for approval by written consent of the owners received at a board of director's meeting held on January 20, 1998.

1. Article VIII, Sections 1 and 2 are amended as follows:

ARTICLE VIII

(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.

Record & Return to:
Wackeen, Cornett, Gooze & Ross, P.A.
Post Office Box 66
Stuart, FL 34995

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 boats used by residents for their own use.

2. The foregoing Amendments to the Declaration of Covenants, Conditions and Restrictions of Stuart West were adopted by vote sufficient for approval by written consent of the owners received at a board of director's meeting held on January 20, 1998.

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

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

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name, by its President and Vice President, and its corporate seal affixed on this 27 day of February, 1998.

Witnesses:

STUART WEST PROPERTY OWNERS ASSOCIATION INC.

Larry Huntsinger
Larry Huntsinger, President

David B. Vealey
Witness #1 signature

DAVID B. VEALEY
Witness #1 name printed

William Logan
Witness #2 signature

William Logan
Witness #2 name printed

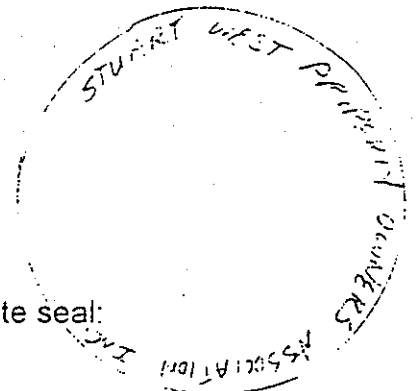
[Signature]
Witness #1 signature

Mark E. Casto
Mark Casto, Vice President

George D. Mello, Jr
Witness #1 name printed

[Signature]
Witness #2 signature

George D. Mello, Jr
Witness #2 name printed



Emboss Corporate seal:

State of Florida
County of Martin

The foregoing instrument was acknowledged before me on FEBRUARY 27, 1998 by LARRY HUNTSINGER as president of Stuart West Property Owners Association Inc. who is personally known to me or produced identification in the form of _____.

[Signature]
Notary public
Notary stamp:

SUSAN GEVROUS
My Comm Exp. 4/28/2001
Bonded By Service Ins
No. CC642658
 Personally Known Other ID

State of Florida
County of Martin

MARK CASTRO

The foregoing instrument was acknowledged before me on FEBRUARY 27, 1998 by ~~Boris Dawson~~ as vice president of Stuart West Property Owners Association Inc. who is personally known to me or produced identification in the form of _____

Susan Devrous
Notary public
Notary stamp: -



SUSAN DEVROUS
My Comm Exp. 4/28/2001
Bonded By Service Ins
No. CC642658
 Personally Known Other ID

CERTIFICATE

Stuart West Property Owners Association Inc., by its duly authorized officers, hereby certifies that the Amendments to the Declaration of Covenants, Conditions and Restrictions of Stuart West, a copy of which is attached hereto, were duly and regularly adopted and passed by vote sufficient for approval by written consent of the owners received at a board of directors meeting held on January 20, 1998.

Witnesses:

STUART WEST PROPERTY OWNERS
ASSOCIATION INC

David B Vealey
Witness #1 signature DAVID B VEALEY

Larry Huntsinger
Larry Huntsinger, President

DAVID B VEALEY
Witness #1 name printed

George Dello
Witness #2 signature

GEORGE DELLO, JR
Witness #2 name printed

David B Veale
Witness #1 signature

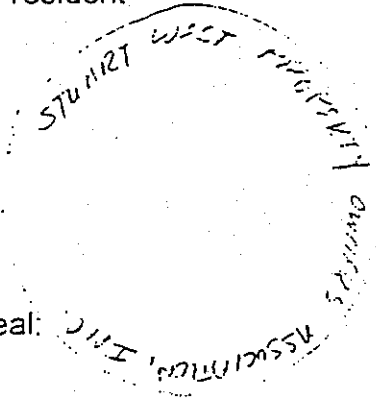
Mark Castro
Mark Castro, Vice President

DAVID B VEALEY
Witness #1 name printed

William Logan
Witness #2 signature

William Logan
Witness #2 name printed

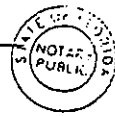
Emboss Corporate seal:



State of Florida
County of Martin

The foregoing instrument was acknowledged before me on FEBRUARY 27, 1998 by LARRY HUNTSINGER as president of Stuart West Property Owners Association Inc. who is personally known to me or produced identification in the form of _____

[Signature]
Notary public
Notary stamp:

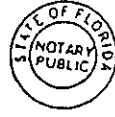


SUSAN DEVROUS
My Comm Exp. 4/28/2001
Bonded By Service Ins
No. CC642658
 Personally Known Other I.D.

State of Florida
County of Martin

The foregoing instrument was acknowledged before me on FEBRUARY 27, 1998 by MARK CASTRO as vice president of Stuart West Property Owners Association Inc. who is personally known to me or produced identification in the form of _____

[Signature]
Notary public
Notary stamp:



SUSAN DEVROUS
My Comm Exp. 4/28/2001
Bonded By Service Ins
No. CC642658
 Personally Known Other I.D.

Record and return to:
Deborah L. Ross, Esquire
WACKEEN, CORNETT, GOUGE & ROSS, P.A.
Post Office Box 66
Stuart, FL 34995

-LAST PAGE -



01378228

BY 4 D.C.

99 JUL -6 AM 8:18

#4 Roofs

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

The Declaration of Covenants and Restrictions of Stuart West were recorded in the Public Records of Martin County, Florida, at Official Records Book 503, Pages 1548 et seq., and amended at Official Records Book 920, Pages 549 et seq., Official Records Book 1176, Pages 2507, et seq. and Official Records Book 1293, Pages 2434, et seq. The same Declaration of Covenants and Restrictions of Stuart West is hereby amended by vote sufficient for approval by the written consent of the owners, received and tallied at a Board of Directors' Meeting held on June 22, 1999.

1. Article IX (Approval of Plans), Section 6 of the Declaration of Covenants and Restrictions is amended as follows:

ARTICLE IX

APPROVAL OF PLANS

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 aluminum - 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).

Record and Return to:
Cornett, Googe, Ross & Earle, P.A.
P.O. Box 66
Stuart, FL 34995

5 V crimp is also 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 MPH uplift and must meet current Martin County building codes; (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.

1. The foregoing amendment to the Declaration of Covenants, Conditions, and Restrictions of Stuart West were approved by written consent of the membership as tallied at a Board of Directors' Meeting of the Stuart West Property Owners Association, Inc., held on June 22, 1999.

2. The adoption of this amendment appears upon the minutes of said meeting and is unrevoked.

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

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 6th day of July, 1999.

WITNESSES:

Andrea Ammon
Witness signature

Andrea Ammon
Printed Name of Witness

George N. Szabo
Witness signature

George N. Szabo
Printed Name of Witness

STUART WEST PROPERTY OWNERS
ASSOCIATION, INC.

By: Larry Huntsinger
Larry Huntsinger, President

Andrea Ammon
Witness signature

Andrea Ammon

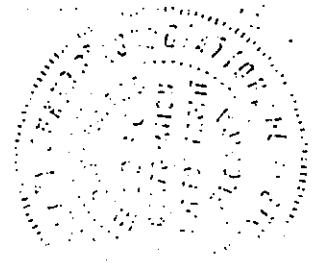
Printed Name of Witness

George N. Szabo
Witness signature

George N. Szabo
Printed Name of Witness

By: Doris Dawson
Doris Dawson, Secretary

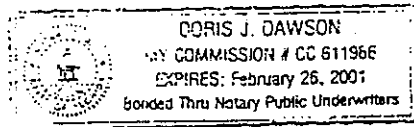
CORPORATE
SEAL



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 6th day of July, 1999, by Larry Huntsinger, President of Stuart West Property Owners Association, Inc., [] who is personally know to me or [] who has produced identification [Type of Identification: _____].

SEAL

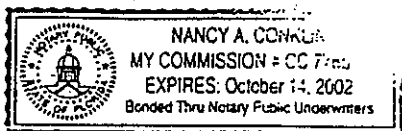


Doris Dawson
Notary Public

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 6th day of July, 1999, by Doris Dawson, Secretary of Stuart West Property Owners Association, Inc., [] who is personally know to me or [] who has produced identification [Type of Identification: _____].

SEAL



Nancy A. Conkle
Notary Public

CERTIFICATE

Stuart West Property Owners Association, Inc., by its duly authorized officers, hereby certifies that the amendments to the Declaration of Covenants and Restrictions of Stuart West, a copy to which this is attached, was duly and regularly approved at a Board of Directors' Meeting of the Stuart West Property Owners Association, Inc. held on June 22, 1999.

EXECUTED this 6th day of July, 1999.

WITNESSES:

STUART WEST PROPERTY OWNERS
ASSOCIATION, INC.

[Signature]
Witness signature

By:

[Signature]
Larry Huntsinger, President

Andrea Ammon
Printed Name of Witness

[Signature]
Witness signature

George N. Szabo
Printed Name of Witness

[Signature]
Witness signature

By:

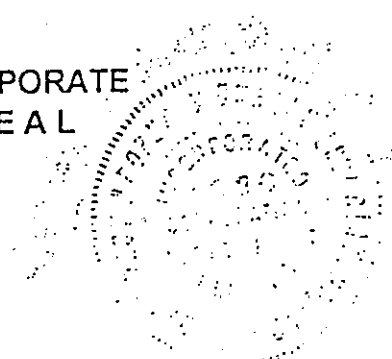
[Signature]
Doris Dawson, Secretary

Andrea Ammon
Printed Name of Witness

[Signature]
Witness signature

George N. Szabo
Printed Name of Witness

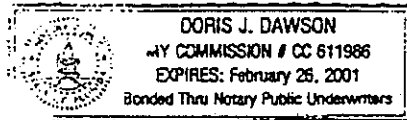
CORPORATE
SEAL



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 6th day of July 1999, by Larry Huntsinger, President of Stuart West Property Owners Association, Inc. [X] who is personally known to me or [] who has produced identification [Type of Identification: _____].

SEAL

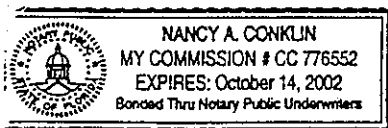


Doris J. Dawson
Notary Public

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 6th day of July 1999, by Doris Dawson, Secretary of Stuart West Property Owners Association Inc., [X] who is personally known to me or [] who has produced identification [Type of Identification: _____].

SEAL



Nancy A. Conklin
Notary Public

Record and Return to:
Cornett, Googe, Ross & Earle, P.A.
PO Box 66
Stuart, FL 34995

01400135

99 NOV -8 / PH 4:44

#5 screen H2O
pool + H2O equip

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

The Declaration of Covenants, Conditions and Restrictions of Stuart West, a Planned Unit Development, was filed in the public records of Martin County, Florida at Official Records Book 503, Page 1548 et.seq., and amended at Official Records Book 920, Page 549 et.seq., Official Records Book 1176, Page 2507 et.seq., Official Records Book 1293, Page 2434 et.seq. and Official Records Book 1406, Page 2157 et seq. The same Declaration of Covenants, Conditions and Restrictions of Stuart West is hereby amended by vote sufficient for approval by the written consent of the owners, received and tallied at a Board of Directors' Meeting held on October 19, 1999.

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.

Record and Return to:
Corriett, Googe, Ross & Earle, P.A.
P.O. Box 66
Stuart, Florida 34995

(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, contiguous and adjacent thereto neat and in good order and charge same against the Owner of said lot or lots.

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

The remainder of Article VIII remains unchanged.

1. The foregoing amendments to the Declaration of Covenants, Conditions, and Restrictions of Stuart West were approved at a meeting of the Stuart West Property Owners Association, Inc., held on October 19, 1999.

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

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

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 2nd day of November, 1999.

WITNESSES:

STUART WEST PROPERTY OWNERS ASSOCIATION, INC.

[Signature]
Witness signature

By: [Signature]
Larry Huntsinger, President

George Szabo
Printed Name of Witness

[Signature]
Witness signature

Andrea Ammon
Printed Name of Witness

[Signature]
Witness signature

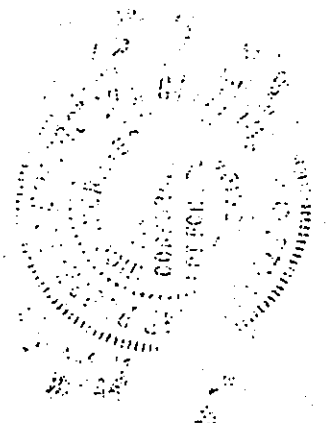
By: [Signature]
Doris Dawson, Secretary

George Szabo
Printed Name of Witness

[Signature]
Witness signature

Andrea Ammon
Printed Name of Witness

CORPORATE SEAL

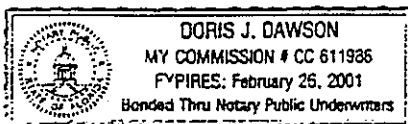


STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 2nd day of November, 1999, by Larry Huntsinger, President of Stuart West Property Owners Association, Inc., [x] who is personally know to me or [] who has produced identification [Type of Identification: _____].

SEAL

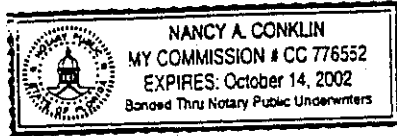
[Signature]
Notary Public



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 2nd day of November, 1999, by Doris Dawson, Secretary of Stuart West Property Owners Association, Inc., [xx] who is personally know to me or [] who has produced identification [Type of Identification: _____].

SEAL



Nancy A Conklin
Notary Public

CERTIFICATE

Stuart West Property Owners Association, Inc., by its duly authorized officers, hereby certifies that the amendments to the Declaration of Covenants and Restrictions of Stuart West, a copy to which this is attached, was duly and regularly approved at a meeting of the Stuart West Property Owners Association, Inc. held on October 19, 1999.

EXECUTED this 2nd day of November, 1999.

WITNESSES:

STUART WEST PROPERTY OWNERS
ASSOCIATION, INC.

George Szabo
Witness signature

George Szabo

Printed Name of Witness

Andrea Ammon
Witness signature

Andrea Ammon

Printed Name of Witness

By Larry Huntsinger
Larry Huntsinger, President

George Szabo
Witness signature

George Szabo
Printed Name of Witness

Andrea Ammon
Witness signature

Andrea Ammon
Printed Name of Witness

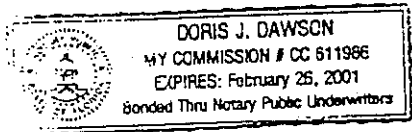
By: Doris Dawson
Doris Dawson, Secretary

CORPORATE
SEAL



STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 2nd day of November,
1999, by Larry Huntsinger, President of Stuart West Property Owners Association,
Inc., [] who is personally known to me or [] who has produced identification [Type of
Identification: _____].



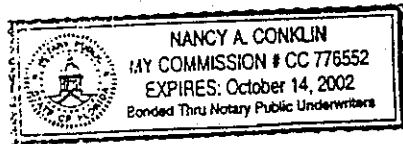
Doris Dawson
Notary Public

SEAL

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 2nd day of November,
1999, by Doris Dawson, Secretary of Stuart West Property Owners Association,
Inc., [] who is personally known to me or [] who has produced identification [Type of
Identification: _____].

SEAL



Nancy A. Conklin
Notary Public

Record and Return to:
Cornett, Googe, Ross & Earle, P.A.
PO Box 66
Stuart, FL 34995

INSTR # 1549594
OR BK 01617 PG 0102
RECORDED 01/31/2002 08:11 AM
MARSHA EWING
MARTIN COUNTY Florida #6
RECORDED BY L Wood

Animals

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

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

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

ARTICLE VIII

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

Record and Return to:

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

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

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

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

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

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

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

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

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

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

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

(The remainder of Article VIII remains unchanged)

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

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

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

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

WITNESSES:

STUART WEST PROPERTY OWNERS ASSOCIATION, INC.

George Dawson
Witness #1 Signature

By: Larry Huntsinger
Larry Huntsinger, President

GEORGE DAWSON
Printed Name of Witness

Deborah L. Unger
Witness #2 Signature

Deborah L. Unger
Printed Name of Witness

By: Doris Dawson
Doris Dawson, Secretary

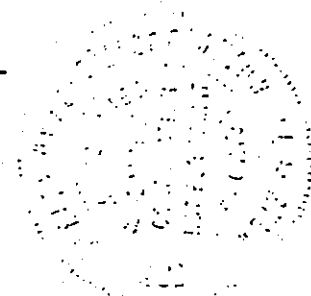
George Dawson
Witness #1 Signature

GEORGE DAWSON
Printed Name of Witness

Deborah L. Unger
Witness #2 Signature

Deborah L. Unger
Printed Name of Witness

CORPORATE SEAL

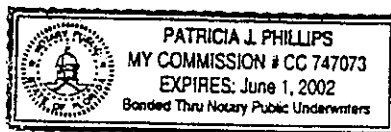


STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 28 day of January, 2002, by Larry Huntsinger, President of Stuart West Property Owners Association, Inc., [] who is personally know to me or [] who has produced identification [Type of Identification: _____].

Notarial Seal

Patricia J. Phillips
Notary Public
Printed Name: Patricia J. Phillips

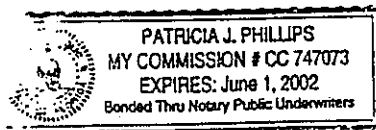


STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 28 day of January, 2002, by Doris Dawson, Secretary of Stuart West Property Owners Association, Inc., [] who is personally know to me or [] who has produced identification [Type of Identification: _____].

Notarial Seal

Patricia J. Phillips
Notary Public
Printed Name: Patricia J. Phillips



CERTIFICATE

Stuart West Property Owners Association, Inc., by its duly authorized officers, hereby certifies that the amendments to the Declaration of Covenants and Restrictions of Stuart West, a copy to which this is attached, was duly and regularly approved at a meeting of the Stuart West Property Owners Association, Inc. held on January 15, 2002.

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

WITNESSES:

STUART WEST PROPERTY OWNERS ASSOCIATION, INC.

[Signature]
Witness #1 Signature

By: [Signature]
Larry Hantsinger, President

GEORGE DAWSON
Printed Name of Witness

[Signature]
Witness #2 Signature

Deborah L. Unger
Printed Name of Witness

By: [Signature]
Doris Dawson, Secretary

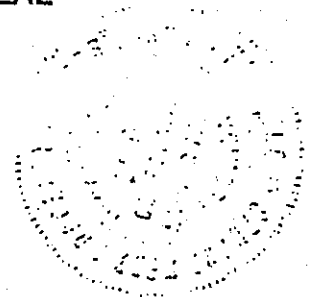
[Signature]
Witness #1 Signature

GEORGE DAWSON
Printed Name of Witness

CORPORATE SEAL

[Signature]
Witness #2 Signature

Deborah L. Unger
Printed Name of Witness

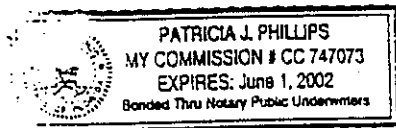


STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 08 day of January, 2002, by Larry Huntsinger, President of Stuart West Property Owners Association, Inc., [] who is personally know to me or [] who has produced identification [Type of Identification: _____].

Notarial Seal

Patricia J. Phillips
Notary Public
Printed Name: Patricia J. Phillips

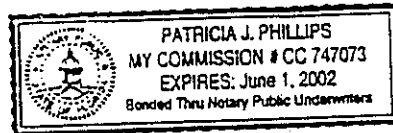


STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this 08 day of January, 2002, by Doris Dawson, Secretary of Stuart West Property Owners Association, Inc., [] who is personally know to me or [] who has produced identification [Type of Identification: _____].

Notarial Seal

Patricia J. Phillips
Notary Public
Printed Name: Patricia J. Phillips



Record and Return to:

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

INSTR # 1774783
OR BK 01932 PG 0720
RECORDED 08/18/2004 12:19:11 PM
MARSHA EWING
CLERK OF MARTIN COUNTY FLORIDA
RECORDED BY S Phoenix

**CERTIFICATE OF AMENDMENT
TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF
STUART WEST**

The Declaration of Covenants, Conditions and Restrictions of Stuart West has been recorded in the public records of Martin County, Florida at Official Records Book 503, Page 1548 et. seq. and amended at Official Records Book 920, Page 549 et. seq., 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. and OR Book 1617, Page 102 et. seq. The same Declaration of Covenants, Conditions and Restrictions is hereby amended as approved by the membership by vote sufficient for approval by written consent.

1. Article VIII, Section 2 is amended to read as follows:

ARTICLE VIII
USE RESTRICTIONS

Section 2.

Vehicle Restrictions. 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.

(The balance of Article VIII remains unchanged)

2. The foregoing amendment to the Declaration of Covenants, Conditions and Restrictions of Stuart West was adopted by the membership by a vote sufficient for approval by written consent.
3. The adoption of this amendment appears upon the minutes of said meeting and is unrevoked.
4. All provisions of the Declaration of Covenants, Conditions and Restrictions for Stuart West are herein confirmed and shall remain in full force and effect, except as specifically amended herein.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 6th day of August 2004.

WITNESSES:

STUART WEST PROPERTY OWNERS ASSOCIATION, INC.

[Signature]
Printed Name: VIVIAN L TORRES

By: [Signature]
SAM MARX, President

[Signature]
Printed Name: DARLENE WOZNY

By: [Signature]
JOHN BORN, Secretary

[Signature]
Printed Name: VIVIAN L TORRES

[Signature]
Printed Name: DARLENE WOZNY

CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on Aug 6th, 2004, by Sam Marx, as President of Stuart West Property Owners Association, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: FL Drivers License].



[Signature]
Notary Public
Printed Name: Darlene Wozny
Commission Expires: 5/26/2007

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me on Aug 6th, 2004, by John Born, as Secretary of Stuart West Property Owners Association, Inc. [] who is personally known to me, or [] who has produced identification [Type of Identification: FL Drivers License].



[Signature]
Notary Public
Printed Name: Darlene Wozny
Commission Expires: 5/26/2007

Record and Return to:
DEBORAH L. ROSS, ESQUIRE
Post Office Box 2401
Stuart, Florida 34995

AMENDMENT TO THE DECLARATION OF COVENANTS AND RESTRICTIONS FOR STUART WEST

The following is an additional paragraph to Article VIII, Section 2 of the Declaration of Covenants and Restrictions for Stuart West. Underlining indicates additions to text.

ARTICLE VIII USE RESTRICTIONS

Section 2.

Vehicle Restrictions. 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.

STUART WEST PROPERTY OWNER ASSOCIATION
P. O. BOX 1335
PALM CITY, FL 34991

August 25th, 2004

TO: ALL STUART WEST PROPERTY OWNERS

RE.: Vote on Amendment to Article VIII of the Declaration of Covenants, Conditions
and Restrictions of Stuart West.

Dear Stuart West Property Owner;

The proposed amendment to prohibit the operation and use of all terrain vehicles (ATV's), go-carts and dirt bikes on Stuart West streets and all other common areas has been approved by approximately 70% of the voting members (141 to 60) and recorded.

Therefore, effective immediately, such vehicles may only be utilized on private property with permission of the property owner. Violations will be subject to a fine and shall be reported to the guard house.

Thank you for your effort and cooperation in improving our community.

Sincerely,



For and on behalf of the Board of Directors