

COPY
**DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS
FOR ST. ANDREWS TOWNHOMES**

COPY
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**DECLARATION OF RESTRICTIONS
AND PROTECTIVE COVENANTS
FOR ST. ANDREWS TOWNHOMES**

THIS DECLARATION is made this 20 day of March, 2006 by Princeton Partners, LLC, a Florida limited liability company, sole member of St. Andrews Park, LLC, a Florida limited liability company, which declares that the real property described in Article II, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") set forth below.

The Association, as hereinafter defined, is not a condominium association and therefore shall not be affected by the provisions of Chapter 718, Florida Statutes. Further, the expressed intent of this Declaration is that the substantive rights hereunder shall not be retroactively affected by legislation subsequent to the date of execution.

ARTICLE I.

DEFINITIONS

The following words when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

- (a) "ACB" - the Architectural Control Board of the Association which shall have the powers set forth in Article VII.
- (b) "Articles" - shall mean and refer to the Articles of Incorporation of the Association which have been or will be filed in the office of the Department of State of Florida, a copy of which is attached hereto as Exhibit "C", as such Articles may be amended from time to time.
- (c) "Assessments" those payments due pursuant to Article VII, whether General or Special (as hereinafter defined), and whether levied by the Association or the Master Association, or a combination thereof.
- (d) "Association" - **ST. ANDREWS TOWNHOMES HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation not-for-profit.
- (e) "Association Property" - any real or personal property owned by the Association which is not declared to be Common Areas.
- (f) "Board of Directors" - the Board of Directors of the Association.
- (g) "Bylaws" - shall mean and refer to the Bylaws of the Association, which have been adopted by the Board, a copy of which is attached hereto as Exhibit "D", as the Bylaws may be amended from time to time.

(h) "Common Areas" - the real property described on Exhibit "B" attached hereto, and any other interest in real property acquired by the Association and deemed Common Area either in this Declaration or in the instrument of conveyance, together with any improvements on such property including without limitation any structures, recreational facilities, offstreet parking areas, and entrance features, if any, located at the entrance to the Property, but excluding any public utility installations thereon.

(i) "Common Expense" or "Common Expenses" - the actual and estimated expenses of ownership, maintenance, management, operation, insurance, repair and replacement of the Common Areas (including unpaid Assessments); any and all charges for the management and administration of the Association, including, but not limited to, compensation paid by the Association to managers, accountants, attorneys and other employees; costs of Telecommunication Services (subject to the terms of Article XIII, Section 2 of this Declaration); costs for street lighting in accordance with Article VI, Section 2 of this Declaration; Association insurance, reserves deemed necessary by the Board of Directors for repair, replacement or addition to the Association Property and the Common Areas, and payment of all debts and obligations of the Association which are properly incurred for the purposes stated in this Declaration; the costs of all utilities, gardening and other services benefiting the Common Areas or Association Property; the costs of fire, casualty and liability insurance, workmen's compensation insurance, and other insurance covering or connected with the Common Areas, Association Property or the Association; costs of bonding the members of the Board of Directors, officers of the Association and the management company; costs of errors and omissions liability insurance for officers of the Association, members of the Board of Directors and members of any committees appointed by the Board of Directors; taxes paid by the Association, including real property taxes for the Common Areas; amounts paid by the Association for the discharge of any lien or encumbrance levied against the Common Areas, or any portion of either; and the costs of any other item or items so designated by, or in accordance with other expenses incurred by, the Association for any reason whatsoever in connection with the Common Areas, the Association or for the benefit of the Owners.

(j) "Developer" - Princeton Partners, LLC, a Florida limited liability company, its successors and assigns, if such successor or assignee acquires the undeveloped portion of the Property and is designated as such by Developer. Developer may make partial or multiple assignments of its rights under this Declaration. All such assignees shall be deemed to be Developer as to those rights which may have been assigned to them.

(k) "Eligible Holder" - shall have the meaning set forth in Article XII, Section 1 of this Declaration.

(l) "General Assessments" - Assessments levied to fund expenses applicable to all Members of the Association as set forth in Article VII of this Declaration.

(m) "Institutional Lender" - any person or entity (i) holding a mortgage encumbering a Lot, (ii) which in the ordinary course of business makes, purchases, guarantees or insures mortgage loans, and (iii) which is not owned or controlled by the Owner of the Lot encumbered. An Institutional Lender may include, but is not limited to, a federal or state chartered bank or savings and loan association, an insurance company, a real estate or mortgage investment trust, a pension or profit sharing plan, a mortgage company; the Government National Mortgage Association, the Federal National Mortgage Association (the "FNMA"), the Federal Home Loan Mortgage Corporation, an agency of the United States or any other governmental authority, including the Veterans Administration and the Federal Housing Administration of the U.S. Department of Housing and Urban Development, or any other similar type of lender generally recognized as an institutional type lender. For definitional purposes only, an Institutional Lender shall also mean the holder of any mortgage executed by or in favor of Developer, whether or not such holder would otherwise be considered an Institutional Lender.

(n) "Lot" - any lot as shown on the Plat, and any lot shown on any resubdivision of said plat or any portion thereof.

(o) "Master Association" - St. Andrews Townhomes Master Association, Inc., a Florida corporation not for profit,

(p) "Master Declaration" - the Declaration of Covenants and Restrictions for St. Andrews Park as recorded among the Public Records of St. Lucie County, Florida, and any amendments or supplements thereto.

(q) "Master Declarant" - St. Andrew Park, Inc., pursuant to the Master Declaration.

(r) "Owner" or "Member" - the record owner, whether one or more persons or entities, of the fee simple title to any Lot as recorded in the Public Records of St. Lucie County, Florida.

(s) "Plat" - St. Andrews Townhomes recorded in Plat Book 53, Page 4, of the Public Records of St. Lucie County, Florida and any resubdivision(s) of said Plat or any portion thereof.

(t) "Property" - all property and additions thereto (which additional property may or may not be contiguous to the real property described in Article II herein), as is subject to this Declaration or any Supplemental Declaration under the provisions of Article II hereof.

(aa) "Special Assessment" - Assessments levied in accordance with Article VII of this Declaration.

(bb) "Telecommunications Provider" - any party who contracts with the Association to provide Owners with one or more Telecommunication Services. With respect to any particular Telecommunications Services, there may be one or more

Telecommunications Providers, on an exclusive or non-exclusive basis. By way of example, with respect to multichannel video programming service, one Telecommunications Provider may provide Association such service while another may own, maintain and service the Telecommunications Systems which allow delivery of such multichannel video programming service.

- (cc) "Telecommunications Services" - local exchange services provided by a certificated local exchange carrier or alternative local exchange company, intraLATA, and interLATA voice telephony and data transmission service, multichannel video programming service, and monitoring system. Without limiting the foregoing, such Telecommunications Services may include the provision of the following services: Toll Calls, Data Transmission Services, LAN, A la Carte Programming and security monitoring services.
- (dd) "Telecommunications Systems" - shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to Owners without limiting the foregoing. Telecommunications Systems may include wires (fiber optic or of other material), conduits, passive and active electronic equipment, pipes, wireless cell sites, computers, modems, satellite antennae site(s), transmission facilities, amplifiers, junction boxes, trunk distribution, drop cables, related apparatus, converters, connections, head-end antennae, earth station(s), appurtenant devices, network facilities necessary and appropriate to support provision of local exchange services and/or any other item appropriate or necessary to support provision of Telecommunications Services. Ownership and/or control of all of a portion of any part of the Telecommunications Services may be bifurcated among network distribution architecture, system head-end equipment, and appurtenant devices (e.g., individual adjustable digital units).

ARTICLE II.

PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS THERETO

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in St. Lucie County, Florida and is more particularly described as:

See Exhibit "A" attached hereto.

Section 2. Developer's Right to Add Additional Property to or Withdraw Property. Developer shall have the right, in its sole discretion, to add additional property (which may or may not be contiguous to the real property described in Section 1) to the scheme of this Declaration. Developer shall also have the right to withdraw property not previously conveyed to an Owner from the scheme of this Declaration subject to the approval of St. Lucie County. The addition or withdrawal by Developer shall not require the consent or joinder of the Association, or any Owner or Institutional Lender of any of the Property, but shall be at the sole option of Developer. Upon addition of any property to the scheme of this Declaration, the owners of such additional property shall be and become subject to this Declaration, including assessment by the

Association for their prorata share of the Association expenses. The addition of lands as aforesaid shall be made and evidenced by filing in the Public Records of St. Lucie County, Florida, a supplemental declaration with respect to the lands to be added.

ARTICLE III.
ASSOCIATION

Section 1. Membership. Every Owner of a Lot 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 Lot which is subject to Assessment.

Section 2. Voting Rights. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of Developer, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be Developer. The Class B Member shall be entitled to 1,000 votes; provided, however, that notwithstanding any provision to the contrary, Developer shall have the right to appoint the entire Board of Directors of the Association until three months after 90% of the Lots in all phases of the community that will ultimately be operated by the Association have been conveyed to Owners other than Developer, or its successors or assigns, or at an earlier date at the sole discretion of Developer. At such time, Developer shall call a meeting, as provided in the Bylaws for Special Meetings, to provide for the turnover of control of the Board of Directors to the Owners. Developer shall have the right, in its sole discretion, to appoint one member of the Board of Directors for so long as Developer owns at least five percent (5%) of the Lots within the Property.

Section 3. Common Area Ownership. Developer may retain legal title to the Common Areas so long as it has not turned over control of the Board of Directors to the Owners as specified in Section 2 of this Article. Within thirty days after such turnover of control, Developer shall convey and transfer by quit claim deed the record fee simple title to the Common Areas to the Association and the Association shall accept such conveyance, subject to taxes for the year of conveyance and to restrictions, limitations, conditions, reservations and easements of record.

Section 4. Powers. In addition to the powers provided in its Articles of Incorporation, the Association, through the action of its Board of Directors, shall have the power, but not the obligation, to enter into an agreement or agreements from time to time with one or more persons, firms or corporations for management services. The Association shall also have all powers under Chapter 720 and Chapter 617 of Florida Statutes.

Section 5. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Property, which rules

and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines, which shall be levied as Special Assessments as provided in this Declaration, and suspension of the right to vote and the right to use the recreation facilities. The Board of Directors shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the By-Laws for the Association.

Section 6. Merger or Consolidation. Upon a merger or consolidation of any association referred to herein with any other association, the Property, rights and obligations of the Association may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the Property, rights and obligations of another association may, by operation of law, be added to the Property, rights and obligations of any association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Property together with the covenants and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration.

Section 7. Termination of the Association. In the event of dissolution of the Association, for whatever reason other than merger or consolidation as provided for herein, any Owner may petition the Circuit Court of the Nineteenth Judicial Circuit of the State of Florida for the appointment of a Receiver to manage the affairs of the Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association, the Property and Common Areas.

ARTICLE IV.

EASEMENTS

Section 1. Members Easements. Each Member of the Association and each family member, tenant, agent and invitee of such Member shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the walkways, driveways and roads from time to time laid out on the Common Areas, for use in common with all such Members, their family members, tenants, agents and invitees. The portion of the Common Areas not used, from time to time, for walkways and/or driveways or lakes shall be for the common use and enjoyment of the Members of the Association and each Member shall have a permanent and perpetual easement for pedestrian traffic across all such portions of such tracts and for the use of same in such manner as may be regulated by the Association. The foregoing easements are subject to the following:

A. The right and duty of the Association to levy assessments against each Lot for the purpose of maintaining the Common Areas in compliance with the provisions of this Declaration and with any restrictions on the Plat.

B. The right of the Association to suspend the voting rights for any period during which any Assessment against a Member's Lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its lawfully adopted and published rules and regulations,

C. The right of the Association to adopt and enforce rules and regulations governing the use of the Common Areas.

The right of an Owner to the use and enjoyment of the Common Areas shall extend to the residents and their family members and guests, subject to regulations from time to time adopted by the Association in its lawfully adopted and published rules and regulations.

Section 2. Easements Appurtenant. The easements provided in Section 1 shall be appurtenant to and shall pass with the title to each Lot.

Section 3. Utility Easements. The property shall be subject to such non-exclusive easements as may be determined in the sole discretion of Developer for utilities, including, but not limited to, water, sewer, telephone, electric and cable television, as may be reasonably required to properly and adequately serve the Property or other portions of the Project as it exists from time to time, provided, however, that no such easements shall exist so as to unreasonably interfere with the use of the Property subject to same or so as to cause any encroachments of such easements upon any buildings or other Improvements, wherever said buildings or other Improvements may be located from time to time. Developer reserves the right to locate water, sewer, electric, and other utility meters serving any buildings or other facilities in one common location on one Lot, and in that event an easement shall exist for the common meters so constructed, and any wires, pipes, or other facilities connecting such meters to the Lots, and for the maintenance and repair of the foregoing and for the reading of such meters. Each of said easements, whether now in existence or hereafter created, shall constitute covenants running with the Property and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with the proper and intended use thereof.

Section 4. Public Easements. Firefighters, police, health, sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

Section 5. Easements for Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each residence and such portion of the Common Area adjacent thereto or as between adjacent Lots due to the unintentional placement or settling or shifting of the improvements constructed by Developer (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary between each Lot and the adjacent portion of the Common Area or as between said adjacent Lots, as the case may be, along a line perpendicular to such boundary at such point.

Section 6. Right to Grant or Relocate Easement. Developer (during any period in which Developer has any ownership interest in the Property) and the Association shall each have the right to grant such additional electric, telephone, gas, sprinkler, irrigation, cable television or other easements, and to relocate any existing easement in any portion of the Property and to grant access easements and to relocate any existing access easements in any portion of the Property as Developer or the Association shall deem necessary or desirable, for the proper operation and maintenance of the Property, or any portion thereof, or for the general health or

welfare of the Owners or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Lots for dwelling purposes.

Section 7. Association Easement. For the purpose solely of performing its obligations under the provisions of this Declaration, the Association, through its duly authorized agents, employees or independent contractors, shall have the rights, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours of any day. In the event of an emergency, such right of entry shall exist without notice on any day. Each Owner hereby grants to the Association, its duly authorized agents, employees or independent contractors such easements for ingress and egress, across the Lots as may be reasonably necessary to effect and perform the exterior maintenance aforementioned or to carry out any other provision of this Declaration.

Section 8. Association Recreational Facilities Easement. It is intended that the Recreational Facilities located or to be located on Recreational Tract R-1, R-2 and R-3 on the Plat (also hereinafter referred to as the Association Recreational Facilities), shall be for the benefit of and use of the Owners, their family members, guests and invitees.

ARTICLE V.

MEMBERSHIP IN THE MASTER PROPERTY ASSOCIATION

Section 1. Ownership in St. Andrews Townhomes. St. Andrews Townhomes is the development in which the Property is located. By taking title to a residence or Lot in St. Andrews Townhomes, each Owner becomes subject to the terms and conditions of this Declaration and the Master Declaration. Among other things, the Master Declaration provides that an Owner shall become a member of the Master Association; shall acquire certain property rights in common property within St. Andrews Townhomes and shall become subject to the assessments of the Master Association.

Section 2. Membership in the Master Association. In accordance with the provisions of the Articles of Incorporation of the Master Association, all owners of Lots within the Property shall be members of the Master Association. As provided in the Master Declaration, a Voting Representative shall represent the interest of all Members of the Association at meetings of the Master Association.

Section 3. Selection of Voting Representative. The Owners of the Lots within the Property will be entitled to vote for (1) Voting Representative to be elected by a majority of such Owners present at each annual meeting of the Association, which meeting shall take place at least one month prior to the annual meeting of the Voting Representatives of the Master Association. The Secretary of the Association shall provide notice of the name of the elected Voting Representative to the Master Association at least one month prior to the annual meeting of the Voting Representatives of the Master Association.

Developer shall be entitled to act as the Voting Representative for the Lots within the Property until such time as Developer no longer owns any Lot within the Property, at which time, the new Owners of the Lots shall elect a new Voting Representative for the Property.

For the purpose of electing the Voting Representative, there shall be only one (1) vote per Lot. Should any Member own more than one (1) Lot, such Member shall be entitled to exercise or cast one (1) vote for each such Lot. When more than one (1) person holds the ownership interest required for membership, all such persons shall be Members and the vote of such Lot shall be exercised as they, among themselves, determine; provided, however, that in no event shall more than one (1) vote be cast with respect to each Lot. With respect to each Lot owned by other than a natural person or persons, and each Lot owned by more than one (1) person, the Members shall file with the Secretary of the Association a notice, designating the name of an individual who shall be authorized to cast the vote of such Member or owners, at least ten (10) days prior to the date on which the vote will be held. In the absence of such resignation, the Owner shall not be entitled to vote on any matters coming before the membership.

Section 4. Suspension of Membership Rights. No Member shall have any vested right, interest or privilege in or to the assets, functions, affairs or franchises of the Master Association, or any right, interest or privilege which may be transferable, or which shall continue after his membership ceases, or while he is not in good standing. A Member shall be considered "not in good standing" during any period of time in which he is delinquent in the payment of any Assessment due to the Master Association, or in violation of any provision of the Master Declaration, or of any rules or regulations promulgated by the Master Association. While not in good standing, the Member shall not be entitled to vote or exercise any other right or privilege of a Member of the Master Association.

Section 5. Notice to Master Association. Copies of all amendments to this Declaration, the Articles of Incorporation and By-laws of the Association shall be promptly forwarded to the Master Association.

Section 6. Assessments. All Assessments due and owing the Master Association shall be charged through the Association as set forth in Article VII, Section 10 of this Declaration. However, the failure of any Member of the Association to make payments of assessments due to the Master Association shall not divest the Master Association of any lien rights against such Member's Lot.

ARTICLE VI.

MAINTENANCE OBLIGATIONS

Section 1. Common Area Maintenance. Commencing with the date this Declaration is recorded, except as stated hereinafter, the Association shall be responsible for the maintenance of any signage identifying or promoting the Property whether within the Property or outside the Property, which is not the maintenance responsibility of the Master Association, the Common Areas and any improvements or personal property in a continuous and satisfactory manner and for the payment of taxes assessed against the Common Areas, if any, and any improvements and any personal property thereon accruing from and after the date these covenants are recorded. The Association shall at all times maintain in good repair, and shall replace as scheduled any and all improvements belonging to the Association. All such work shall be completed in a manner which, in the sole and exclusive judgment of the Board of Directors of the Association, is

deemed satisfactory.

Section 2. Street Lighting. The Association shall have the obligation for maintenance of any street lighting facilities owned by the Association, if any, from the date of recording this Declaration or from the date of installation of the street lighting, or the date upon which Tract A and the street lighting facilities are conveyed to the Association, whichever occurs first. Maintenance of the street lighting fixtures shall include the fixtures within the Common Areas and shall further extend to payment for electricity consumed in the illumination of such lights. The Association may enter into an agreement with Florida Power and Light whereby Florida Power and Light agrees to install and maintain the street lighting fixtures. The costs due to Florida Power and Light for such agreement shall be deemed a Common Expense of the Association.

Section 3. Lot Maintenance. The maintenance of the Lot, including cutting the grass and maintaining all landscaping originally installed by Developer or replacements thereof, shall be the complete maintenance responsibility of the Association. The maintenance and/or repair of landscaping on an Owner's Lot damaged due to the negligence or intentional acts of such Owner, his guests, tenants or invitees shall be the responsibility of such Owner. Except as otherwise provided in Section 8 of this Article, the maintenance of the residence and related improvements constructed on the Lot shall be the complete maintenance responsibility of the Owner(s) thereof. The maintenance of all landscaping installed on a Lot by the Owner(s) thereof which is not a replacement of the landscaping originally installed by Developer shall be the complete maintenance responsibility of such Owner(s).

Section 4. Irrigation System. Irrigation pump(s), any irrigation lines and sprinkler heads located on Common Areas and Lots shall be the maintenance obligation of the Association. The maintenance and/or repair of irrigation pump(s), any irrigation lines and sprinkler heads located on an Owner's Lot damaged due to the negligence or intentional acts of such Owner shall be the responsibility of such Owner. The maintenance of all irrigation pump(s), any irrigation lines and sprinkler heads installed on a Lot by the Owner(s) thereof shall be the complete maintenance responsibility of such Owner(s).

Section 5. Drainage System. The maintenance, repair, or replacement of the Drainage System shall be the complete responsibility of the Master Association.

Section 6. Mail Boxes. The Association shall be responsible for the maintenance, repair and replacement of all mail boxes.

Section 7. Maintenance of Party Walls, Roofs and Exterior Surfaces.

A. Developer intends to construct attached units on adjacent Lots within the Property. The attached units comprising each building will be single family attached units with common walls, known as "party walls", between each unit that adjoins another unit. The center line of a party wall is the common boundary of the adjoining unit.

B. Each common wall in an attached unit shall be a party wall, and any party to said wall, his heirs, successors, and assigns shall have the right to use same jointly with

the other party to said wall as herein set forth. The term "use" shall and does include normal interior usage such as paneling, plastering, decoration, erection of tangent walls and shelving but prohibits any form of alteration which would cause an aperture, hole, conduit, break, or other displacement of the original concrete or other material forming said party wall.

C. Except as otherwise provided herein, each Owner shall bear the responsibility to repair and maintain the unfinished surface of the exterior portion of the party walls which are located within his residence. The cost of maintaining each side of a party wall shall be borne by the Owner using said side. All such Owners shall equally share the cost of repair and maintenance of the structural and interior portions of the party walls. However, if the negligent or willful misconduct of an Owner, his guests, tenants, or invitees, cause damage to the party walls, such Owner shall bear the entire cost of repair. If the Owner refuses or fails to pay the cost of such repair or reconstruction, the Association shall have the right to complete such repair and reconstruction and the Association shall thereafter have the right to levy a Special Assessment against said Owner for the costs of such repair and reconstruction. Each such Owner shall have the right to enter the adjacent Lot(s), including the residence(s) located thereon, where necessary in connection with the repair or maintenance of a party wall, upon reasonable prior notice to the Affected Owner(s) and at reasonable times and an easement for same is hereby created. Any repair or reconstruction shall utilize substantially similar materials, design and location as originally existed. No openings may be cut in the party walls or structural changes made thereto unless agree upon by Owners sharing the party walls.

D. The entire roof of the attached unit building, any and all roof structure support, and any and all appurtenances to such structures, including without limitation, the roof covering, roof trim, and roof drainage fixtures, shall be collectively referred to as "common roofing". The maintenance, repair and replacement of the common roof shall be the responsibility of the Association.

E. The maintenance, repair and replacement of the exterior walls and doors of the attached units shall be the responsibility of the Association.

ARTICLE VII.

ASSOCIATION ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation for the Assessments. Developer, for each Lot owned by it within the Property, hereby covenants, and each Owner of any Lot, by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association General Assessments for expenses outlined in Section 2 hereof, Special Assessments as provided in Section 5 hereof and all Assessments levied by the Master Association as outlined in Section 10 hereof. Such Assessments are to be fixed, established and collected from time to time as hereinafter provided. Assessments shall be against all Lots equally; provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct of a Member or

by the failure of a Member to comply with the lawfully adopted rules and regulations of the Association shall be levied as a Special Assessment against such Member. The full General Assessments levied by the Association as to each Lot upon which an improvement is constructed shall commence on the first day of the full calendar month after a certificate of occupancy for the improvement is issued, or upon the conveyance of the Lot by Developer or upon the first occupancy of the improvement, whichever occurs first. No Owner may waive or otherwise escape liability for the Assessments for maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas. The General and Special Assessments together with interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which the Assessment is made, and shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The lien rights provided herein with respect to Assessments levied by the Association shall not apply to any portion of the Property owned by Developer.

Section 2. General Assessments. The General Assessments levied by the Association shall be used exclusively for the Common Expenses of the Association.

Section 3. Date of Commencement of General Assessments: Due Dates. The General Assessments shall commence as set forth in Section 1 of this Article VII. Thereafter, the Board of Directors shall fix the date of commencement and amount of the Assessment against each Lot at least thirty (30) days in advance of the commencement period. The General Assessments shall be payable in advance in quarterly installments, or as otherwise determined by the Board of Directors of the Association.

Section 4. Initial Budget. Developer shall establish the initial budget, which shall be based on a fully developed community. By a majority vote of the Board of Directors, the Board shall adopt an annual budget for the subsequent fiscal year which shall provide for allocation of expenses in such a manner that the obligations imposed by this Declaration will be met. In the event the community is not fully developed at the time the budget is adopted by the Board, the Board may nevertheless base the budget on a fully developed community. In instances where Developer or the Board bases the budget on a fully developed community when in fact the community is not so developed, then the budget (and therefore the Assessments) shall be reduced by the amount allocated for incomplete amenities or facilities. The Assessment shall be for the calendar year, but the amount of the General Assessments to be levied during any period shorter than a full calendar year shall be in proportion to the number of months remaining in such calendar year. The amount of the General Assessments may be changed at any time by the Board from that originally adopted or that which is adopted in the future.

Section 5. Special Assessments. A Special Assessment may be levied against one or more Lots for the following purposes:

A. charges for expenses of the Association which are not Common Expenses but which are attributable to a specific Lot or Lots and which are designated as a special charge.

B. reimbursement for damages caused by an Owner, Owners, or their family members, guests, invitees or tenants.

C. capital improvements relating to the Common Area.

D. late charges, user fees, fines and penalties.

E. any other charge which is not a Common Expense.

F. any Common Expense, which exceeds the amount budgeted, or any emergency expense which exceeds the amount of any reserves or other Association funds.

A Special Assessment required to maintain the Association Property in good condition or to protect the liability of the Association Members may be levied against all Lots by a majority vote of the Board of Directors. Additionally, Special Assessments against individual Lot Owners for expenses incurred in direct relation to the maintenance or liability associated with that Lot may be levied by a majority vote of the Board of Directors. All other special assessments may be levied by a majority of the Board of Directors. The Board of Directors shall fix the amount and due date of any Special Assessment by resolution, which resolution shall also set forth the Lot or Lots subject to such Assessment.

Section 6. Trust Funds. The portion of all General Assessments collected by the Association as reserves for future expenses, and the entire amount of all special Assessments collected for capital improvements shall be the property of the Association as a whole and shall be used exclusively for the purposes designated at the time of Assessments. Each Owner acknowledges and consents that such funds are the exclusive property of the Association as a whole and no Owner shall have any interest, claim or right to any such funds.

Section 7. Developer Payment of Assessments. Notwithstanding any provision that may be contained to the contrary in this Declaration, for so long as Developer is the owner of any Lot, Developer shall not be liable for Assessments against such Lot, provided that Developer shall be responsible for all Association expenses in excess of the Assessments received from other Owners (such amounts received from other Owners shall include, but shall not be limited to, working capital contributions paid by such other Owners), and other income received by the Association. In no event shall Developer be required to fund reserves allocated to any Lot owned by Developer. Developer may, at any time, commence paying such Assessments as to all Lots that it owns and thereby automatically terminate its obligation to fund deficits in the operating expenses of the Association. In addition, Developer's obligation to fund deficits in the operating expenses of the Association shall terminate at such time as Developer no longer owns any portion of the Property. Developer's payment of Assessments may be by payment of funds, delivery of goods or provision of services to the Association, or any combination thereof.

Section 8. Working Capital Fund. Developer shall establish a Working Capital Fund for the initial months of operation of the Association, which shall be collected by Developer from each Lot purchaser at the time of conveyance of each Lot to such purchaser in the amount equal to three (3) months of the annual assessment per Lot. Each Lot's share of the Working Capital Fund shall be collected and transferred to the Association at the time of closing of the sale of each Lot. Amounts paid into the fund are not to be considered as advance payment of regular Assessments or reserve funds. Notwithstanding the foregoing, Developer, for so long as it

controls the Board of Directors, shall have the right to use the Working Capital Fund to pay for ordinary expenses of the Association.

Section 9. Assessment Roster and Certificate. A roster of the Owners, Lot numbers and Assessments applicable thereto shall be kept in the office of the Association and shall be open to inspection by any Owner. If the Owner does not reside on the Lot, Owner is required to provide their current mailing address to the Association, together with the names of those residing on the Lot.

The Association shall, within five (5) days of receipt of a written request, furnish to any Owner liable for an Assessment a certificate in writing signed by an officer or agent of the Association, setting forth whether such Assessment has been paid as to the Lot owned by the Owner making request therefor. Such certificate shall be conclusive evidence of payment of any Assessment to the Association therein stated to have been paid.

Section 10. Master Association Assessments. Pursuant to the Master Declaration, the Master Association may levy various Assessments against the Property and/or Lots within the Property, including Annual Assessments, Special Assessments, Emergency Special Assessments and Individual Assessments (as such terms are defined in the Master Declaration). All Annual Assessments due and owing the Master Association which are attributed to the Property will be charged through the Association. The Master Association will forward an invoice monthly, quarterly, semi-annually or annually as the Board of Directors of the Master Association shall determine, to the Association for the total amount of such Annual Assessments attributed to the Property, thirty (30) days in advance of the date said Assessments are due. The Association will collect the applicable pro rata share of the Annual Assessments from each Owner of a Lot in the Property. All other Assessments due and owing the Master Association which are attributed to the Property or Lots within the Property may also be charged through the Association.

Section 11. Collection of Assessment: Effect of Non Payment of Assessments: The Personal Obligation of the Owner; The Lien: Remedies of the Association. If any Assessment, whether levied by the Association or the Master Association, is not paid within ten (10) days after the due date, the Association shall have the right to charge the defaulting Owner a late fee often percent (10%) of the amount of the Assessment, or Fifty and No/100 Dollars (\$50.00), whichever is greater or such amount as otherwise adopted by the Board of Directors from time to time, plus interest at the then highest rate of interest allowable by law from the due date until paid. If there is no due date applicable to any particular Assessment, then the Assessment shall be due ten (10) days after written demand by the Association. If any Owner is in default in the payment of any Assessment owed to the Association, whether the Assessment was levied by the Association or the Master Association, for more than thirty (30) days after written demand by the Association, the Association upon written notice to the defaulting Owner shall have the right to accelerate and require such defaulting Owner to pay all Assessments to the Association, whether levied by the Association or the Master Association, for the next twelve (12) month period, based upon the then existing amount and frequency of Assessments. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the General Assessments, for all Special Assessments, and/or for all other Assessments payable to the Association and/or the Master Association. If the Assessments and any late fees and interest are not paid on the date when due, then such Assessments and any late fees and interest shall become

delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien on the property which shall bind such property in the hands of the Owner, his heirs, devisees, personal representatives, successors and assigns. Any individual who acquires title to a Lot upon the death of an Owner or by operation of law shall be personally liable for unpaid Assessments and late fees with respect to such Lot. In any voluntary conveyance, the Grantee shall be jointly and severally liable with the Grantor for all unpaid Assessments, whether levied by the Association or the Master Association, prior to the time of such voluntary conveyance, without prejudice to the rights of the Grantee to recover from the Grantor the amounts paid by the Grantee therefore.

The Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the Lot on which the Assessment and late fees are unpaid, or may foreclose the lien against the Lot on which the Assessment and late fee are unpaid, in like manner as a foreclosure of a mortgage on real property, or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such Assessment and late fee, attorney's fees and costs of preparing and filing the claim of lien and the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the Assessment and late fees as above provided and a reasonable attorney's fee to be fixed by the court together with the costs of the action, and the Association shall be entitled to attorney's fees in connection with any appeal of any such action.

It shall be the legal duty and responsibility of the Association to enforce payment of the Assessments and late fees hereunder.

The provisions set forth in this section shall not apply to (a) Developer for so long as Developer owns any portion of the Property.

Section 12. Subordination of the Lien to First Mortgages. The lien of Assessments, including interest, late charges (subject to the limitations of Florida laws), and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first mortgage of an Institutional Lender upon any Lot. In addition, the lien of assessments, including interest, late charges (subject to the limitation of Florida laws), and costs (including attorneys' fees) provided for herein, shall be subordinate to a mortgage held by Developer upon the Property, or any portion thereof, or any interest therein. The sale or transfer of any Lot or parcel of land shall not affect the Assessment lien. However, the sale or transfer of any Lot or parcel pursuant to judicial or non judicial foreclosure of a first mortgage shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot or parcel from lien rights for any Assessments thereafter becoming due. Where the Institutional Lender of a first mortgage of record or other purchaser of such a Lot obtains title, its successors and assigns shall not be liable for the Assessments chargeable to such Lot which became due prior to the acquisition of title to such Lot by such acquirer. Such unpaid Assessments shall be deemed to be an Assessment divided equally among, payable by and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place. Likewise, where a mortgage is held by Developer upon the Property, or a portion thereof, and Developer or other purchaser obtains title, its successors and assigns shall not be liable for the Assessments by the Association chargeable to the Property, or a portion thereof, which become due prior to the acquisition of title to the Property, or portion thereof, by

such acquirer. Such unpaid Assessments shall be deemed to be an Assessment divided equally among, payable by and assessed against all Lots, including the Lot as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

Section 13. Loans to The Association. In the event the Association does not have sufficient cash available to meet its expenses, the Board of Directors of the Association is authorized to borrow money from Developer, who may in its sole discretion, loan money to the Association for such purposes. In the event of such a loan, the Association shall repay such loans to the Developer at such time as the cash flow of the Association so permits. In the event of such a loan, it may be evidenced by a promissory note executed by the Association, bearing a reasonable interest rate, and other terms as mutually agreed by Developer and the Association.

ARTICLE VIII.

ARCHITECTURAL CONTROL

Section 1. Developer Architectural Control. For so long as Developer has the right to appoint the entire Board of Directors of the Association, Developer shall have all powers of the ACB as hereinafter set forth.

Section 2. Architectural Control Board. At such time as Developer no longer has the right to appoint the entire Board of Directors of the Association, the ACB shall become a standing committee of the Association. The ACB shall have the power to promulgate such rules and regulations as it deems necessary to carry out the provisions and intent of this Section and other provisions of this Declaration. The ACB shall consist of three members and such members shall be designated by the Board of Directors of the Association. In the event of death, disability or resignation of any member of the ACB the remaining members shall have full authority to designate a successor. The members of the ACB shall be Members of the Association and shall not be entitled to any compensation for services performed pursuant to this Section. A majority of the ACB may take any action the ACB is empowered to take, may designate a representative to act for the ACB and may employ personnel and consultants to act for it.

Section 3. ACB's Consent. Any request by an Owner for approval by the ACB to any addition, alteration, improvement, or change shall be in writing and shall be accompanied by plans and specifications or other details as the ACB may deem reasonably necessary in connection with its determination as to whether or not it will approve same. Approval of any request shall not be unreasonably withheld, and shall not be withheld in a discriminatory manner or in a manner which unreasonably prohibits the reasonable development of any Lot but may be withheld due to aesthetic considerations. The ACB shall notify the Owner of its approval or disapproval by written notice within thirty (30) days after request for such consent is made in writing to the ACB, and in the event the ACB fails to disapprove any request within such thirty (30) day period, the consent shall be deemed approved and upon request the ACB shall give written notice of such approval. In consenting to any plans or specifications, the ACB may condition such consent upon changes being made. If the ACB consents to any plan and specifications, the Owner may proceed to make the alteration, addition, improvement, or change in strict conformance with the plans and specifications approved by the ACB, and subject to any conditions of the ACB's approval.

Section 4. No Liability. The ACB or Developer shall not be liable to any Owner in connection with the approval or disapproval of any alteration, addition, improvement, or change. Furthermore, any approval of any plans or specifications by the ACB or Developer shall not be deemed to be a determination that such plans or specifications are complete or do not contain defects, or in fact meet any standards, guidelines and/or criteria of the ACB or Developer, or are in fact architecturally or aesthetically appropriate, or comply with any applicable governmental requirements, and the ACB or Developer shall not be liable for any deficiency, or any injury resulting from any deficiency, in such plans and specifications.

Section 5. Remedy for Violations. In the event this section is violated in that any alteration, addition, improvement, or change is made without first obtaining the approval of the ACB or Developer, as the case may be, or is not made in strict conformance with any approval granted by the ACB or Developer, the ACB or Developer shall specifically have the right to demand that an Owner stop, remove and/or alter any alteration, addition, improvement or change in a manner which complies with the requirements of the ACB or Developer, and the ACB or Developer may pursue injunctive relief or any other legal or equitable remedy available to the ACB or Developer in order to accomplish such purposes.

Section 6. Developer Exemption. Notwithstanding anything to the contrary contained in this Declaration, Developer shall not be subject to the provisions of this Article VIII with respect to any Lots owned by Developer or with respect to any improvements constructed by Developer on the Common Areas of the Property.

ARTICLE IX. GENERAL RESTRICTIVE COVENANTS

Section 1. Applicability. The provisions of this Article shall be applicable to all Lots situated within the Property and the use thereof but shall not be applicable to Developer and its designated successors and/or assigns.

Section 2. Land Use. No Lot shall be used except for residential purposes. Temporary uses for model homes, parking lots, placement of construction trailer(s), placement of sales trailer(s), construction storage areas and/or sales offices shall be permitted for Developer and its designated successors and assigns.

Section 3. Building Location. Buildings shall be located in conformance with the requirements of the City of Port St. Lucie and/or St. Lucie County and any specific zoning approvals thereunder, or as originally constructed on a Lot by Developer. Whenever a variance or special exception as to building location or other item has been granted by the authority designated to do so by the municipality, said variance or special exception is hereby adopted as an amendment to this Section and any future variance or special exception as to building location or other item shall constitute an amendment of this Section.

Section 4. Landscaping of Easements/Transformers and Distribution Boxes. In addition to the easements reserved herein, easements for drainage, installation and maintenance of utilities

are shown on the Plat. Within these easements no structure or material may be placed or permitted to remain that will prevent maintenance of utilities. Public utility companies servicing the Property and the Association, and their successors and assigns, shall have a perpetual easement for the installation and maintenance of water lines, sprinkler lines, sanitary sewers, storm drains, gas lines, electric and telephone lines, cables and conduits, including television cables and conduits and such other installations as may be required or necessary to provide maintenance and utility services to the Lots and/or the Common Areas under and through the utility easements as shown on the Plat. All utilities within the subdivisions, whether in streets, rights-of-way or utility easements, shall be installed and maintained underground, provided, however, that water and sewer treatment facilities, gas service facilities and control panels for utilities may be installed and maintained above ground. No Owner shall remove, relocate, protest or landscape any transformer or distribution box which a utility company may place on any Lot, whether or not said facility is located on the Lot initially or whether said facility is located in a previously granted easement area,

Section 5. Nuisances. No noxious or illegal activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or any other Lot Owner.

Section 6. Lot Appearance. In addition, no weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon any Lot. No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain on any Lot; and in the event that an Owner shall fail or refuse to keep his Lot free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Association may enter upon said Lot and remove the same at the expense of the Owner, and such entry shall not be deemed a trespass. All garbage or trash containers must be placed in areas so that they shall not be visible from adjoining Lots or from the street. Provided, however, any portion of the Property not yet developed by Developer and its designated successors and assigns, shall be maintained in a clean condition but shall not be expected to be maintained in a manicured condition.

Section 7. Temporary Structures. No structure of a temporary character, or trailer, tent, mobile home, recreational vehicle or the like shall be permitted on any Lot either temporarily or permanently, except that Developer and its designated successors and assigns may temporarily use Lots for models homes, parking lots, placement of construction trailer(s), placement of sale(s) trailers, construction storage areas and/or sales offices.

Section 8. Signs. One sign of not more than one square foot may be used to indicate the name of the resident and/or house number. No sign of any kind shall be displayed to the public view on the Property, without the prior consent of the ACB. Notwithstanding the foregoing, this Section 7 shall not apply to Developer and its designated successors and assigns. Section 8. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the Property nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the Property. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any portion of the land subject to these restrictions.

Section 9. Animals and Pets. No reptiles, animals, livestock, or poultry of any kind may

be raised, bred, kept or permitted on any Lot, with the exception of dogs, cat, or other usual and common household pets not to exceed two (2) in number. The keeping of a dog or other domestic pet is ~~not~~ a right of an Owner, but is a conditional license. This conditional license is subject to termination at any time by the Board of Directors upon a finding that a dog or other pet is vicious, is annoying to other residents, or has in any way become a nuisance. The owner of a pet assumes liability for all damage to persons or property caused by the pet or resulting from its presence at the Property.

This license is subject to the following conditions:

A. Pets shall be kept on a leash at all times when outside a building and not enclosed within a fenced-in area.

B. Pets are permitted to have excrements upon the Common Areas provided that the Owner shall immediately remove such excrement from the Common Areas with a "Pooper-Scooper" or other appropriate tool and deposit said waste in an appropriate manner.

C. The owner of a pet shall be responsible, and by virtue of ownership, assumes responsibility for any damage to persons or property caused by his pet(s).

D. Any pet whose owner violates the provisions and intent of these rules shall be deemed a nuisance and subject to removal in accordance with the provisions of this Declaration.

Section 10. Visibility at Intersections. No obstruction to visibility at street intersections shall be permitted.

Section 11. Commercial Vehicles, Trailers, Campers and Boats. No commercial vehicles, campers, mobile homes, motorhomes, boats, house trailers, boat trailers, or trailers of every other description shall be permitted to be parked or to be stored at any place on any Lot, except only during the periods of approved construction on said Lot, and except that they may be stored within garages. Small pick-up trucks, vans and sports utility vehicles of the type commonly used as private passenger vehicles may be parked or stored in approved parking areas, so long as no commercial equipment or lettering or graphics is exposed to view. The term "commercial vehicle" shall include all automobiles, trucks and vehicular equipment, including station wagons, which bear signs or shall have printed on same some reference to any commercial undertaking or enterprise, and shall also include all trucks with ladders or similar type equipment. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery, and other commercial services.

No vehicle which is unlicensed or inoperable may be kept or stored on the Property, unless kept fully enclosed inside a garage. No repair work to any type of motor vehicle, boat or trailer shall be conducted on any Lot other than minor repairs, cleaning or waxing which is completed in less than 24 hours.

Section 12. Fences. No fence, wall or other structure shall be erected in the front yard,

back yard, or side yard except as approved by the ACB or as installed by Developer or its designated successors and assigns.

Section 13. Trees, Hedges and Landscaping. No hedge, tree, landscaping or other planting shall be erected or relocated on any Lot without obtaining the approval of the ACB prior to such installation and relocation. All requests for approval to install or relocate tree(s), hedge(s) or landscaping must include a plan showing the kind of tree(s), hedge(s) or landscaping and the proposed location of same. Any tree(s), hedge(s) or landscaping approved by the ACB must be installed in the location approved by the ACB. No Owner of any Lot shall install any tree(s), hedge(s) or landscaping on such Owner's Lot within an easement created on the Plat, the Replat or a separate instrument. If an Owner of a Lot installs any such tree(s), hedge(s) or landscaping within an area subject to an easement and/or if the location of such installed tree(s), hedge(s) or landscaping is otherwise not in accordance with the location approved by the ACB, the Association shall have the right to remove or relocate such tree(s), hedge(s) or landscaping. The Association shall have the right to assess the costs of such removal or relocation against the applicable Lot.

Section 14. Garbage and Trash Disposal. Garbage, refuse, trash or rubbish shall be stored in a fashion to protect it from view from the street or another Lot, provided however, that the requirements from time to time of the City of Port St. Lucie and/or the County of St. Lucie, as applicable, for disposal or collection shall be complied with. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. All garbage placed out for collection must be in sealed garbage bags, covered plastic garbage cans, or such other containers supplied or approved by the garbage collecting authority. Trash, recyclables, and/or vegetation shall not be placed curbside earlier than 6:00 P.M. the evening before collection. Emptied receptacles or uncollected refuse shall be promptly removed from curbside.

Section 15. Gas Containers. No gas tank, gas container, or gas cylinder (except those placed by Developer or its designated successors and assigns or approved by the ACB in connection with the installation of swimming pools and/or permanent barbecues, and except those used for portable barbecues) shall be permitted to be placed on or about the outside of any house or any ancillary building, and all such items (except those placed by Developer or its designated successors and assigns in connection with the installation of swimming pools and/or permanent barbecues, and except those used for portable barbecues) shall be installed underground in every instance where gas is used. In the alternative, gas containers may be placed above ground if enclosed on all sides by a decorative safety wall approved by the ACB.

Section 16. Communication Equipment. Except as may be installed by Developer or its designated successors and assigns, or as may be permitted by the ACB, no antennas, satellite dishes, aerials, or lines, wires or other devices for communication or transmission of current shall be placed on any portion of the Property. In no event, however, shall lines or wires for communication or the transmission of current be constructed, placed, or permitted to be placed within the Common Areas unless the same shall be installed by the Association for the common use of all Members, and shall be protected cables, and any of said lines or wires which are not located in buildings shall be constructed or placed and maintained underground. Any line or wire installations permitted by the ACB pursuant to this Section shall be protected cable and shall only be installed underground. The ACB may require that any devices for communication or

transmission of current be screened so that they are not visible from adjacent Lots or from the Common Areas. No Owner shall operate any equipment or device which will interfere with the radio or television reception of other Owners.

Section 17. County and City Requirement. Any plat or replat of the Property subject to this Declaration must conform with the master plan as approved by St. Lucie County as well as the applicable site plan as approved by any Site Plan Review Committee thereof.

Section 18. Drainage. No change in any drainage pattern of any Lot, after issuance of a certificate of occupancy for the dwelling thereon, or of any portion of the Property, after all contemplated improvements have been completed, shall be made which will cause undue hardship to an adjoining Lot or adjoining property with respect to natural runoff of rain water. Streets, swales, and any other areas designated as retention areas pursuant to the engineer's drainage plans will retain water during certain storm periods that may extend for a period of time beyond the engineer's design estimate. The Association has the right to drain the Common Area through each individual Lot and all Lots.

Section 19. Leasing. No lease may be made for less than a three (3) month period, and all leases must be in writing. No more than two (2) leases may be executed per year for the rental of a Lot. Owners are required to provide to the Association the Owner's current mailing address, together with the names and contact phone numbers of those residing on the Lot. Each Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing on his Lot, and for all guests, and invitees of the Owner or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Common Areas, or any liability to the Association, the Owner shall be assessed for same as in the case of any other Assessment, limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association. Furthermore, any violation of any of the provisions of this Declaration, of the Articles, or the Bylaws, by any resident of any Lot, or any guest or invitee of an Owner or any resident of a Lot, shall also be deemed a violation by the Owner, and shall subject the Owner to the same liability as if such violation was that of the Owner.

With respect to any tenant or any person present on any Lot or any portion of the Property, other than an Owner and the members of his immediate family permanently residing with him in the Lot, if such person shall materially violate any provision of this Declaration, the Articles, or be a source of annoyance to the residents of the Property, or shall willfully damage or destroy any Common Areas or personal property of the Association, then upon written notice by the Association, such person shall be required to immediately leave the Property and if such person does not do so, the Association is authorized to commence an action to evict such tenant or compel the person to leave the Property and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be assessed against the applicable Owner, and the Association may collect such Assessment and have a lien for same as elsewhere provided. The foregoing shall be in addition to any other remedy of the Association.

Section 20. Waterways. Motorized boat, jet ski or other motorized vessels are not permitted in any waterway within the Property. No swimming, playing or fishing is permitted in any waterway within the Property.

Section 21. Screen Enclosures. No screen enclosures may be constructed on any Lot except (i) as approved by the ACB and after all necessary approvals and permits have been obtained from all governmental agencies or (ii) as installed by Developer and its designated successors or assigns.

Section 22. Exemption or Waiver. Developer, so long as it owns any portion of the Property, shall have the right to exempt any Property from any or all of the restrictions contained in this Declaration in Developer's sole discretion, by a written amendment or supplement to this Declaration. Any such exemption may not be modified or terminated, directly or indirectly, without the consent of the Owner of the Property so exempted. In addition, the Association shall have the right to waive the application of one or more of these restrictions, or to permit a deviation from these restrictions, as to any Property where, in the discretion of the Association, circumstances exist which justify such waiver or deviation. Any exemption or waiver may be subject to such conditions and restrictions as Developer, or the Association may deem necessary, and the Owner shall be required to comply with any such conditions or restrictions in connection with any waiver or deviation. In the event of any such exemption or waiver, or in the event any party fails to enforce any violation of these restrictions, such actions or inactions shall not be deemed to prohibit or restrict the right of the Association to enforce these restrictions or from insisting upon strict compliance with respect to all other Property, nor shall any such actions be deemed a waiver of any of the restrictions contained herein as same may be applied in the future. Furthermore, any waiver given by the Developer or its designated successor or assigns as to any matter shall not be deemed binding upon the Association in the future, and shall not require the Association to grant similar waivers in the future as to any other Lot, Property, or Owner.

Section 23. Street Parking. No vehicles or trailers of any kind shall be permitted to be parked or stored at any time on any roads or street within the Property except in designated parking spaces. This provision shall not be applicable to Developer or its designated successors or assigns during construction on any Lot or other portion of the Property.

ARTICLE X.

INSURANCE AND HAZARD LOSSES

The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if available at commercially reasonable rates, for all insurable improvements on the Common Areas and structural portions of the attached units, including the roof, but excluding any interior party wall. If blanket all-risk coverage is not available at commercially reasonable rates, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. Insurance, other than title insurance, that shall be carried on the Common Areas and the Association Property shall be governed by the following provisions:

Section 1. Authority to Purchase: Named Insured. All insurance policies upon the Common Areas and the Association Property shall be purchased by the Association and shall be placed in a single agency or company, if possible, licensed by the State of Florida. The named insured shall be the Association and the Master Association. The Association has the authority to

use their discretion in obtaining the coverage listed hereinafter, as some of the requirements may be or become unobtainable, or may be cost prohibitive.

Section 2. Coverage.

A. Hazard Insurance. All buildings and insurable improvements on the Common Areas, and the structural portion of the attached units, including the roofs, but excluding the interior party wall, and the Association Property shall be insured for fire and extended coverage perils, excluding foundation and excavation costs at their maximum insurable replacement value. All personal property owned by the Association shall be insured for its full insurable value, all as determined annually by the Board of Directors of the Association.

B. Flood Insurance. If any part of the Common Areas or Association Property is in a Special Flood Hazard Area as designated on a Flood Insurance Rate Map, the Association must maintain a master or blanket policy of flood insurance. The amount of flood insurance should be at least equal to the lesser of 100% of the insurable value of the facilities or the maximum coverage available under the appropriate National Flood Insurance Administration program.

C. Liability Insurance. If the policy does not include "severability of interest" in its terms, a specific endorsement must be obtained to preclude the insurer's denial of an Owner's claim because of negligent acts of the Association or of other Owners.

D. Public Liability Insurance. The Association shall obtain public liability and property damage insurance covering all of the Common Areas for which it is responsible and the Association Property and insuring the Association and the Members as their interests appear in such amounts and providing such coverage as the Board of Directors of the Association may determine from time to time. The liability insurance shall include, but not be limited to, hired and non-owned automobile coverage.

E. Workmen's Compensation Insurance. The Association shall obtain workmen's compensation insurance in order to meet the requirements of law, as necessary.

F. Directors and Officers Liability Insurance. The Association shall obtain directors and officers liability insurance providing such coverage as the Board of Directors of the Association may determine from time to time.

G. Other Insurance. The Board of Directors of the Association shall obtain such other insurance as they shall determine from time to time to be desirable.

H. Subrogation Waiver. If available, the Association shall obtain policies which provide that the insurer waives its right to subrogation as to any claim against Members, the Association and their respective servants, agents and guests.

Section 3. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this

Section shall be assessed against and collected from Members as part of the General Assessments.

Section 4. Association's Power to Compromise Claims. The Board of Directors of the Association is hereby irrevocably appointed agent for each Member and for each holder of a mortgage or other lien, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon payment of claims.

Section 5. Master Association Insurance Obligations. The Master Declaration requires the Master Association to obtain and maintain a policy of comprehensive general public liability insurance policy.

ARTICLE XI.

DEVELOPER'S RIGHTS

Section 1. Sales Activity. Notwithstanding any provision herein to the contrary, until Developer and its designated successors and assigns has completed, sold and conveyed all of the Lots within the Property, neither the Owners, nor the Association nor their use of the Common Areas and/or Association Property shall interfere with the completion of the contemplated improvements and the sale of Lots and any other sales activity of Developer and its designated successors and assigns. Developer and its designated successors and assigns (or their respective duly authorized agents) may make such use of the unsold Lots and the Common Areas as may facilitate such completion and sale including, but not limited to, the maintenance of sales offices, construction trailers, storage areas, model homes, parking lots and/or the like, for the showing of the property, and the display of signs, billboards, flags, placards, and visual promotional materials and/or the like. Developer and its designated successors and assigns shall have the right to use unimproved Lots for temporary parking for prospective purchasers and such other parties as Developer and its designated successors and assigns determines and for other uses. Each Lot and the Common Area is hereby subjected to an easement for the purposes set forth herein.

Section 2. Replatting. It may be necessary for Developer to replat a portion of the Property. Developer shall have the right to replat unsold portions of the Property without requiring the joinder or consent of any Owner or mortgagee holding a mortgage on any Lot.

Section 3. Utility and Construction Payments and/or Deposits. In the event a utility company or governmental authority requires a deposit to be made by Developer, and such deposit shall be refunded at some time in the future, then Developer (and not the Association) shall be entitled to receipt of the refunded funds. In addition, should construction payments made by Developer be refunded by a utility company or governmental authority at some time in the future, then Developer (and not the Association) shall be entitled to receipt of the refunded funds or the Association shall reimburse Developer for such payments prior to the time that Owners

other than Developer elect the members of the Board of Directors of the Association.

Section 4. Right to Common Areas and to Access Property. Developer and its designated successors and assigns shall have the right from time to time to enter upon the Common Areas and Lots during periods of construction upon adjacent Property and for the purpose of construction of any facilities on the Common Areas. Developer and its designated successors and assigns may grant easements to Lot Owners adjacent to Common Areas for overhangs, protrusions and encroachments of any portion of the improvements to a Lot which are constructed by Developer or its designated successors and assigns. Developer shall have the right to dedicate the Common Areas or a portion thereof to any governmental authority or utility company, or to grant an easement over the Common Areas in favor of any governmental authority or utility company, without requiring the joinder or consent of any other Owner or Institutional Lender holding a mortgage on any Lot.

Section 5. Assignment of Developer Rights. Developer shall have the right to assign to any other person or entity any or all of Developer's rights reserved in this Declaration, in whole or in part, with respect to all or any portion of the Property. In the event of an assignment, the assignee shall not be liable for any action of a prior developer. Acquisition, development or construction lenders acquiring title to the Property from Developer or any portion thereof by foreclosure or deed in lieu of foreclosure of Developer's interest therein shall have the right, but not the obligation, to assume Developer's rights. Such acquisition, development or construction lender shall have the right to assign Developer's rights to a subsequent purchaser, regardless of whether or not Developer's rights were assumed by the lender.

ARTICLE XII.

MORTGAGEES' RIGHTS

The following provisions are for the benefit of holders, insurers, or guarantors of first mortgages on Lots in the Property.

Section 1. Notices of Action. An Institutional Lender, insurer, or guarantor of a first mortgage, who provides written request to the Association (such request to state the name and address of such Institutional Lender, insurer, or guarantor and the Lot number), therefore becoming an "Eligible Holder", will be entitled to timely written notice of:

A. any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Lot on which there is a first mortgage held, insured, or guaranteed by such Eligible Holder;

B. any delinquency in the payment of Assessments or charges owed by an Owner of a Lot subject to the mortgage of such Eligible Holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any holder of a first Mortgage, upon request, is entitled to written notice from the Association of any default in the performance by an Owner of a Lot of any obligation under the Declaration or Bylaws of the Association which is not cured within sixty (60) days;

C. any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or

D. any proposed action which would require the consent of a specified percentage of Eligible Holders.

Section 2. No Priority. No provision of this Declaration or the Bylaws of the Association gives or shall be construed as giving any Owner or other party priority over any rights of the Institutional Lender holding a first mortgage or any Lot in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area,

Section 3. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the Institutional Lender holding any mortgage encumbering such Owner's Lot.

Section 4. Applicability of Article XII. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws, or Florida law for any of the acts set out in this Article.

Section 5. Failure of Mortgagee to Respond. Any Eligible Holder who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Eligible Holder within thirty (30) days of the date of the Association's request, provided the notice was delivered by certified or registered mail, with a "return receipt" requested.

ARTICLE XIII.

TELECOMMUNICATIONS SERVICES

Section 1. Right to Contract for Telecommunications Services. The Developer, the Association and/or the Master Association may enter into a contract for the provision of one or more Telecommunications Services for all or any part of the Property under such terms and conditions as it deems appropriate in its discretion. For so long as Developer has the right to appoint the entire Board of Directors of the Association, all contracts between a Telecommunications Provider and the Association shall be subject to the prior written approval of Developer.

Section 2. Payment of Costs of Telecommunications Services. If, and to the extent, Telecommunications Services provided by such Telecommunications Systems are to serve all of the Property, then the costs of the Telecommunications Services shall be operating costs of the Association and shall be assessed as part of the General Assessments.

ARTICLE XIV.

PRESERVE TRACT

Tract C-2 and Tract L as shown on the St. Andrews Townhomes Plat recorded in Book 53 Page 4 of the Public Records of St. Lucie County, Florida is dedicated to the St. Andrew Property Owners Association, Inc., and is the maintenance responsibility of said Association.

ARTICLE XV.

GENERAL PROVISIONS

Section 1. Duration. The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by Developer, the Association or the Owner of any Lot subject to this Declaration, and their assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by the then Owners of two-thirds of the Lots and an instrument signed by the then Institutional Lenders of two-thirds of the mortgaged Lots have been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part.

Section 2. Notice. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed (postage prepaid), transmitted by way of telecopy, or sent by overnight courier, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. The beneficiaries hereof, including the Association, the Developer and its designated successors and assigns, and each Owner, may enforce the breach of, or default under, any of the terms or provisions, covenants, conditions and restrictions contained herein by any procedure at law or in equity against any person or persons, entity or entities, violating or attempting to violate any covenant or restrictions contained herein, either to restrain such violation or to require certain performances or to recover damages or to enforce any lien created hereby. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction either to restrain violation or to recover damages, and against the land to enforce any lien created by these covenants and failure by Developer or its designated successors and assigns, the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. These covenants may also be enforced by the ACB. The Association is hereby empowered to adopt reasonable rules and regulations for the imposition of fines in accordance with Chapter 720, Florida Statutes, to be levied against any Owner for failure to comply with the terms of this Declaration or rules and regulations of the Association. Any rule or regulation subjecting any Owner to fines shall include provisions for notice, hearing, appeal and fines. Fines shall constitute an assessment due to the Association and upon failure to pay such fine within the period prescribed by the Association shall become a charge and continuing lien upon the Owner's Lot if permitted by Florida law. The Association, the Developer and its designated successors and assigns, as applicable, shall be entitled to be reimbursed its attorneys' fees and enforcement costs incurred in connection with enforcing any of the terms and provisions of this Declaration, including without limitation any attorney fees and costs incurred at all tribunal levels and in all dispute resolution proceedings, including mediation proceedings pursuant to Florida Statutes Chapter 720, if such party

enforcing any of the terms and provisions of this Declaration is the prevailing party, including all fees and costs incurred on appeal(s).

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5. Amendment. Amendments of this Declaration require the affirmative vote or written consent, or any combination thereof, of Members representing two-thirds of the total votes of the Association. However, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause. Notwithstanding the foregoing, (a) for so long as Developer has the right to appoint the entire Board of Directors of the Association, Developer or its successor or assigns may unilaterally amend this Declaration; (b) for so long as Developer owns any portion of the Property, this Declaration may be amended only with the written consent of Developer and no amendment to this Declaration shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of Developer, unless Developer joins in the execution of the amendment. Any amendment must be recorded in the Public Records of St. Lucie County, Florida. No amendment may prejudice or impair the rights or priorities of Institutional Lenders granted hereunder unless all Institutional Lenders join in the execution of the amendment.

Any amendment to this Declaration that would alter the Drainage System, conservation areas or any water management areas of the Common Areas must have the prior approval of the SFWMD. Any such proposed amendments must be submitted to the SFWMD for a determination of whether the amendment necessitates a modification to the SFWMD Permit. If the proposed amendment necessitates a modification to the SFWMD Permit, the modification to the SFWMD Permit must be approved by the SFWMD prior to the amendment to this Declaration.

Section 6. Effective Date. This Declaration shall become effective upon its recordation in the St. Lucie County Public Records.

EXECUTED the date first above written.

Signed, sealed and delivered

In the presence of:

Name: Shawna Palmer

Name: Alicia Ledgister

ST. ANDREWS PARK LLC,
a Florida limited liability company

By: PRINCETON PARTNERS, LLC,
a Florida limited liability company, its sole
member

By: Jeffrey Rosenblum
Name: Jeffrey Rosenblum
Title: VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF PALM BEACH

COPY

The foregoing instrument was acknowledged before me, this 20 day of March, 2006 by
Harold Rosenbaum, as Vice President of Princeton Partners, LLC, a
Florida limited liability company, on behalf of the company, who is personally known to me, or
who produced _____ as identification.

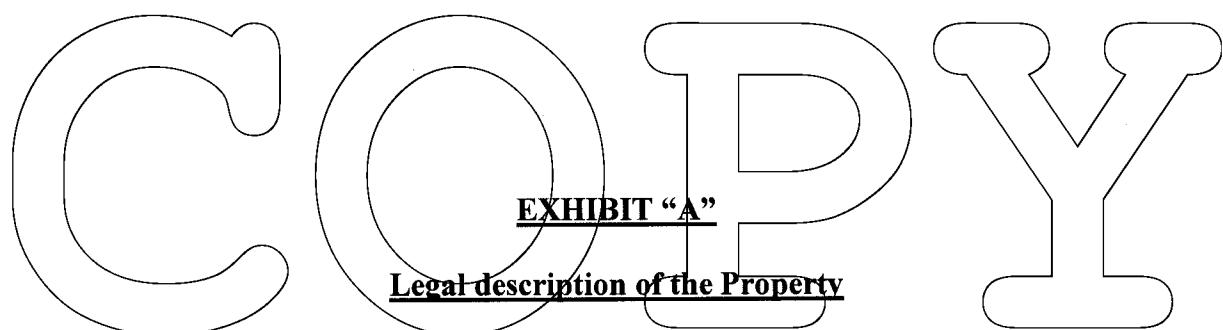
NOTARY PUBLIC-STATE OF FLORIDA
Shawna Palmer
Commission # DD461747
Expires: AUG. 14, 2009
Bonded Thru Atlantic Bonding Co., Inc.

COPY

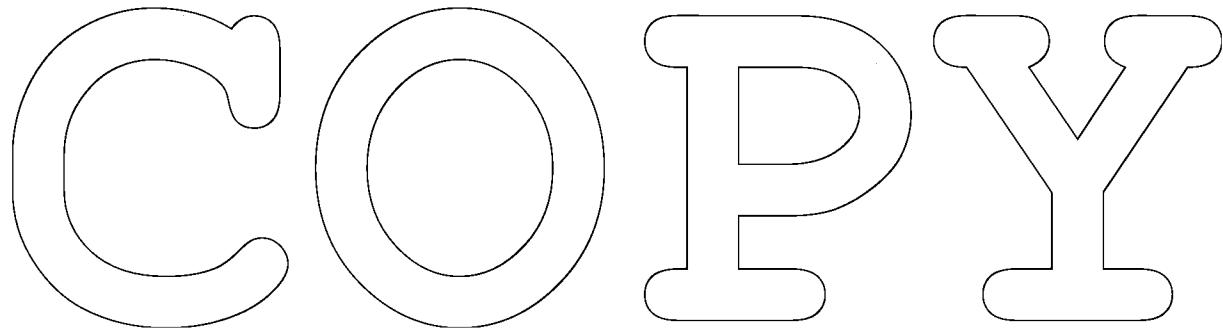
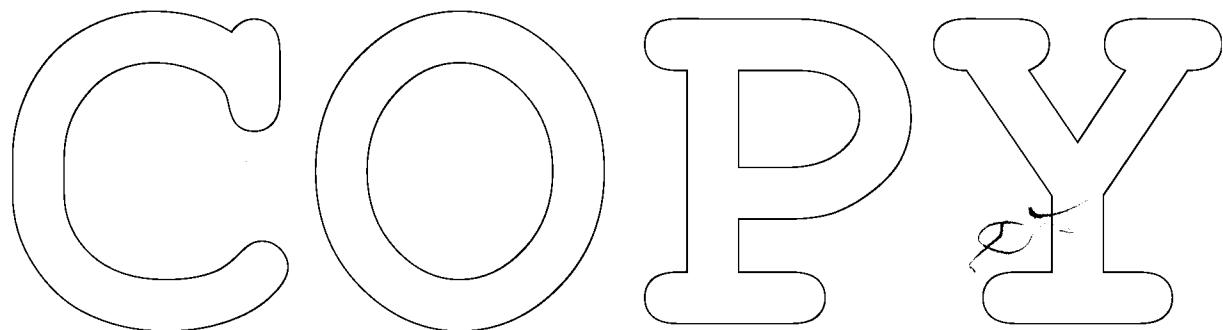
Shawna Palmer
NOTARY PUBLIC STATE OF FLORIDA
My Commission Expires.

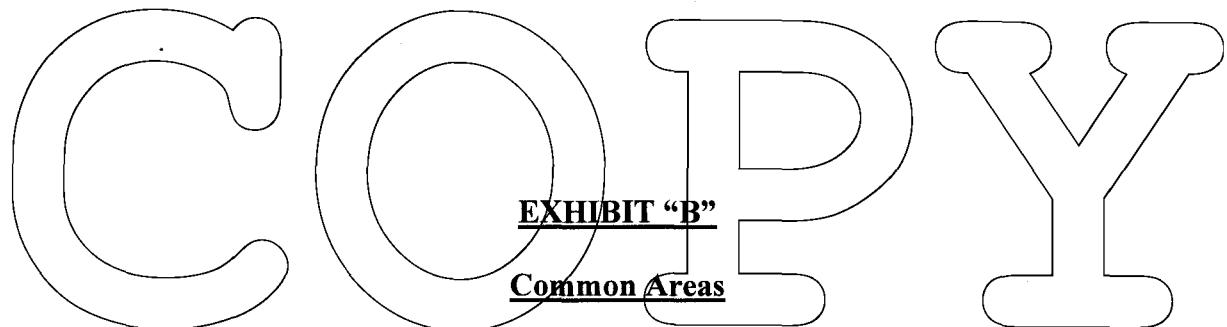
COPY

COPY



All of the property in St. Andrews townhomes, according to the Plat thereof, recorded in Plat Book 53, Page 4 of the Public Records of St. Lucie County, Florida.





The real property dedicated to the Association on the St. Andrews Townhomes according to the plat thereof, as recorded in Plat Book 53, Page 4 of the Public Records of St. Lucie County, Florida, together with any real property conveyed to or acquired by the Association, including without limitation, all of Tracts A, R-1, R-2, R-3 and 0-S.

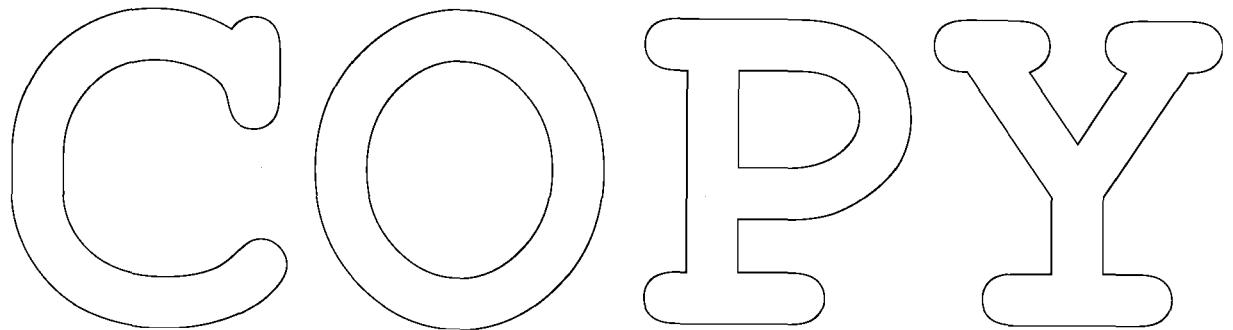
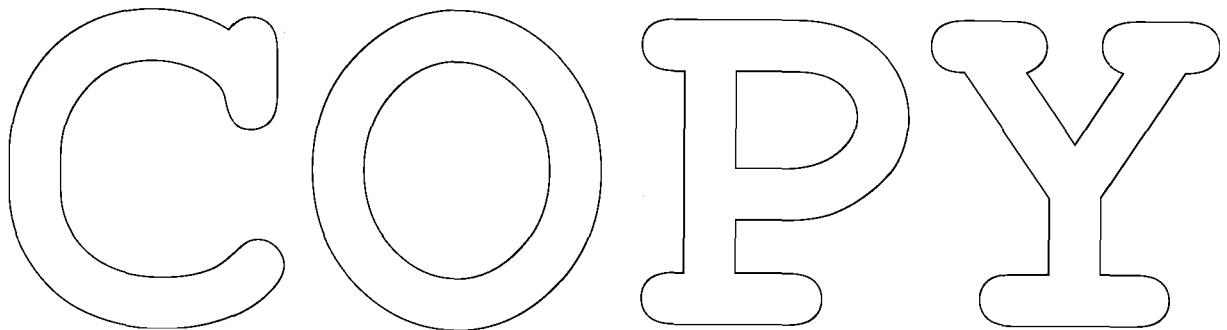


EXHIBIT "C"

ARTICLES OF INCORPORATION OF
ST. ANDREWS TOWNHOMES HOMEOWNERS ASSOCIATION, INC.
(A Florida Corporation Not-For-Profit Corporation)

The undersigned incorporator, for the purpose of forming a corporation not-for-profit pursuant to the laws of the State of Florida, Florida Statutes, Chapter 617, hereby adopts the following Articles of Incorporation:

PREAMBLE

PRINCETON PARTNERS, LLC, a Florida limited liability corporation ("Developer") owns certain property in St. Lucie County, Florida (the "Property"), and intends to execute and record a Declaration of Covenants, Restrictions and Easements (the "Declaration") which will affect the Property. This association is being formed as the association to administer the Declaration, and to perform the duties and exercise the powers pursuant to the Declaration, as and when the Declaration is recorded in the Public Records of St. Lucie County, Florida, with these Articles of Incorporation attached as an exhibit. All of the definitions contained in the Declaration shall apply to these Articles of Incorporation, and to the Bylaws of the Association.

ARTICLE I - NAME

The name of the corporation is St. Andrews Townhomes Homeowners Association, Inc., a Florida corporation not-for-profit, hereinafter (the "Association").

ARTICLE II - PRINCIPAL OFFICE

The address of the principal office of the Association is 500 South Australian Avenue, Suite 110, West Palm Beach, FL 33401

ARTICLE III - PURPOSE

The purposes for which the Association is organized are to operate as a corporation not-for-profit pursuant to Chapters 617 and 720 of the Florida Statutes; to enforce and exercise the duties of the Association as provided in the Declaration; to improve, maintain, and operate the Property together with the improvements now or hereafter located thereon; and to promote the health, safety, welfare, comfort and social and economic benefit of the members of the Association as Owners of portions of the Property.

**ARTICLES OF INCORPORATION OF
ST. ANDREWS TOWNHOMES HOMEOWNERS ASSOCIATION, INC.**

(A Florida Corporation Not-For-Profit Corporation)

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ARTICLE I - NAME

The name of the corporation is St. Andrews Townhomes Homeowners Association, Inc., a Florida corporation not-for-profit, hereinafter (the "Association").

ARTICLE II - PRINCIPAL OFFICE

The address of the principal office of the Association is 500 South Australian Avenue, Suite 120, West Palm Beach, FL 33401

ARTICLE III - PURPOSE

The purposes for which the Association is organized are to operate as a corporation not-for-profit pursuant to Chapters 617 and 720 of the Florida Statutes; to enforce and exercise the duties of the Association as provided in the Declaration, to improve, maintain, and operate the Property together with the improvements now or hereafter located thereon; and to promote the health, safety, welfare, comfort and social and economic benefit of the members of the Association as Owners of portions of the Property.

ARTICLE IV - POWERS

The Association shall have the following powers:

- 4.1 To exercise all common law and statutory powers of a corporation not-for-profit under the laws of the State of Florida which are not in conflict with the terms of these Articles.
- 4.2 To exercise all of the powers and privileges, and to perform all of the duties and obligations of the Association as set forth in the Declaration, including but not limited to the following:
- 4.3 To fix, levy, collect and enforce payment of charges and assessments pursuant to the terms of the Declaration.
- 4.4 To use the proceeds of the assessments and charges in the exercise of its powers and duties.
- 4.5 To enforce the provisions of the Declaration, these Articles and the Bylaws.
- 4.6 To acquire (by gift, purchase or otherwise), own, hold, improve, build upon operate, maintain, repair, reconstruct, convey, sell, mortgage, encumber, lease, transfer, administer, manage, repair and/or replace, dedicate for public use or otherwise dispose of real or personal property in connection with the purposes of the Association.
- 4.7 To have a lien on individual Lots within the Property to secure the payment of assessments due and to become due.
- 4.8 To maintain, repair, replace and operate the Common Area and property acquired or leased by the Association for use by members, and to maintain, repair and replace any portion of the Lots to be maintained by the Association as provided in the Declaration.
- 4.9 To obtain insurance for the protection of the Association, its members, and Institutional Mortgagees.
- 4.10 To make, establish and enforce reasonable rules and regulations governing the use of the Common Areas, Lots, Units, and other property under the jurisdiction of the Association.
- 4.11 To contract for the management of any Association properties and to delegate powers and duties of the Association.
- 4.12 To employ personnel to perform the services required to carry out the purposes of the Association.
- 4.13 To borrow money for the purposes of carrying out the powers and duties of the Association.

4.14 To grant and modify easements, and to dedicate, sell or transfer all or any part of the property owned by the Association to any public or quasi-public agency, authority or utility company for public, utility, drainage and cable television purposes.

4.15 To exercise control over exterior alterations, additions, improvements, or changes in accordance with the terms of the Declaration.

ARTICLE V - MEMBERSHIP

5.1 Every person or entity who is a record owner of a fee or undivided fee interest in any Lot shall be a member of the Association. However, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a member of the Association. Membership shall be appurtenant to, and may not be separated from ownership of any Lot.

5.2 Change of membership in the Association shall be established by recording in the Official Records of St. Lucie County, Florida, a deed or other instrument establishing record title to a Lot and by delivery to the Association of a certified copy of such instrument. The grantee in such instrument shall thereby become a member of the Association, and the membership of the prior Owner shall thereby be terminated.

5.3 The 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 a Lot.

ARTICLE VI - VOTING RIGHTS

On all matters as to which the Owners shall be entitled to vote, each Owner's vote shall be the Owner's percentage interest in the Property (as defined in the Declaration of Covenants and Restrictions for St. Andrews Townhomes). Where a Lot is owned by more than one person, or by a corporation, partnership, or other entity, the person who shall be entitled to cast the vote of such Lot shall be the person named in a certificate executed by all of the owners of such Lot, and filed with the Secretary prior to the meeting at which the vote is to be cast. In the event that such a certificate is not filed, the owners of such Lot will not be entitled to vote at the meeting, and their presence will not be counted for purposes of establishing a quorum.

ARTICLE VII - BOARD OF DIRECTORS

7.1 The affairs of the Association will be managed by a Board which shall consist of not less than three (3) directors, and which shall always be an odd number. The Bylaws may provide for a method of determining the number of directors from time to time. In the absence of a determination as to the number of directors, the Board shall consist of three (3) directors. Directors shall be members of the Association. Notwithstanding the sentence immediately preceding, any Director appointed by Developer shall not be required to be a member of the Association.

7.2 Directors of the Association shall be elected at the annual meeting of the members, in the manner determined by the Bylaws. Directors may be removed, and vacancies on the Board shall be filled, in the manner provided by the Bylaws.

7.3 The first election of directors shall not be held until three (3) months after the Developer has closed the sales of 90% of Lots in all phases of the community that will ultimately be operated by the Association, or until the Developer elects to terminate its control of the Association, whichever shall first occur. The directors named in these Articles shall serve until the first election of directors, and any vacancy in their number occurring before the first election shall be filled by the remaining directors.

7.4 The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Paul Rhodes	500 South Australian Avenue, Suite 120 West Palm Beach, FL 33401
Sally Larson	500 South Australian Avenue, Suite 120 West Palm Beach, FL 33401

ARTICLE VIII - OFFICERS

The affairs of the Association shall be administered by the Officers as designated in the Bylaws. The Officers shall be elected by the Association and shall serve at the pleasure of the Board. The names and addresses of the Officers who shall serve until their successors are designated by the Board are as follows:

President	Paul Rhodes 500 South Australian Avenue, Suite 120 West Palm Beach, FL 33401
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Secretary	Sally Larson 500 South Australian Avenue, Suite 120 West Palm Beach, FL 33401
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ARTICLE IX - INDEMNIFICATION

Every Director and every Officer or the Association shall be indemnified by the Association against all expenses and liabilities, including legal fees, reasonably incurred by, or imposed upon him in connection with any proceeding, or any settlement of any proceeding, to which he may be a party, or in which he may become involved by reason of his being, or having been, a Director or Officer of the Association; whether or not he is a Director or Officer at the

time such expense are incurred. However, said indemnification will not apply if the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. In the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to, and not exclusive of, all other rights to which such director or officer may be entitled.

ARTICLE X - BYLAWS

The first Bylaws of the Association shall be adopted by the Board and may be altered, amended, or rescinded in the manner described in the Bylaws.

ARTICLE XI - AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

A. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

B. A resolution for the adoption of a proposed amendment may be proposed either by the Board or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their vote in writing; however, such vote must be delivered to the Secretary at, or prior to, the meeting. Except as elsewhere provided:

1. Approval must be by not less than fifty-one (51%) percent of the entire membership of the Board, and by not less than sixty-seven (67%) percent of the percentage interest of the entire membership of the Association; or

2. By vote of not less than eighty (80%) percent of the percentage interest in the Property.

C. Prior to the first meeting of the members of the Association, the Board of Directors shall have the power to adopt amendments by approval of two-thirds (2/3) of the members of the Board.

D. Amendments may be adopted by written consent pursuant to Chapter 617 of the Florida Statutes.

ARTICLE XII - DURATION

The Association shall exist perpetually.

ARTICLE XIII - SUBSCRIBERS

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

NAME

Paul Rhodes

ADDRESS

500 South Australian Avenue, Suite 120
West Palm Beach, FL 33401

ARTICLE XIV - REGISTERED OFFICE AGENT

The registered office of the Association shall be at 500 South Australian Avenue, Suite 120, West Palm Beach, FL 33401, or at such other place as may be subsequently designated by the Board.

The name and address of the initial registered agent of the Association is Paul Rhodes 500 South Australian Avenue, Suite 120, West Palm Beach, FL 33401, West Palm Beach, Florida 33401, or such other person as may be subsequently designated by the Board.

WHEREFORE, the subscribers, have executed these Articles on this
day of March, 2006


PAUL RHODES

STATE OF FLORIDA

COUNTY OF PALM BEACH

Before me, a notary public authorized to take acknowledgments in the State and County set forth above, personally appeared PAUL RHODES, known to be and known by me to be the person who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed those Articles of Incorporation in his capacity as subscriber.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this
20 day of March, 2006.

NOTARY PUBLIC-STATE OF FLORIDA
Shawna Palmer
Commission # DD461747
Expires: AUG. 14, 2009
Bonded Thru Atlantic Notary Co., Inc.


NOTARY PUBLIC
My Commission Expires:

ACCEPTANCE OF REGISTERED AGENT

Having been named as registered agent to accept service of process for the above stated corporation at the place designated in this certificate, I am familiar with and accept the appointment as registered agent and agree to act in this capacity.

PAUL RHODES

STATE OF FLORIDA

COUNTY OF PALM BEACH

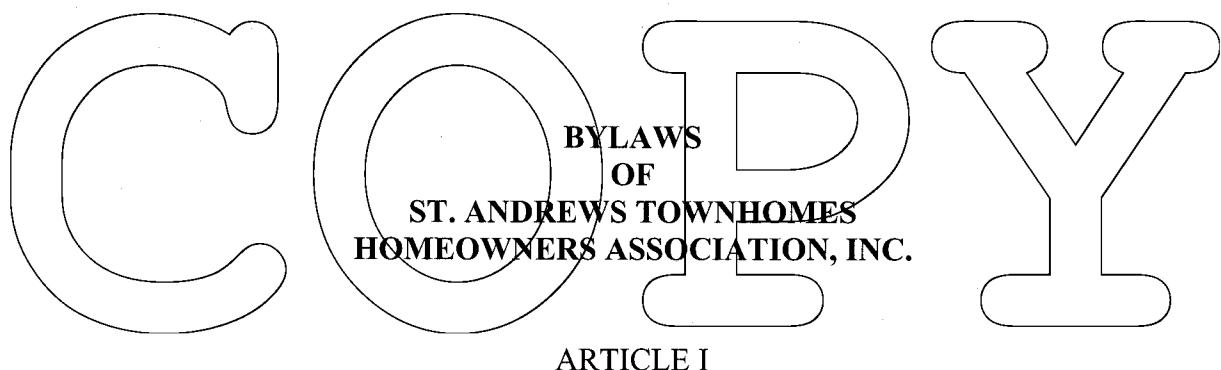
Before me, a notary public authorized to take acknowledgments in the State and County set forth above, personally appeared PAUL RHODES, known to be and known by me to be the person who executed the Acceptance of Registered Agent, and he acknowledged before me that he executed the Acceptance of Registered Agent.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this
20 day of March, 2006

NOTARY PUBLIC-STATE OF FLORIDA
Shawna Palmer
Commission # DD461747
Expires: AUG. 14, 2009
Bonded Thru Atlantic Bonding Co., Inc.

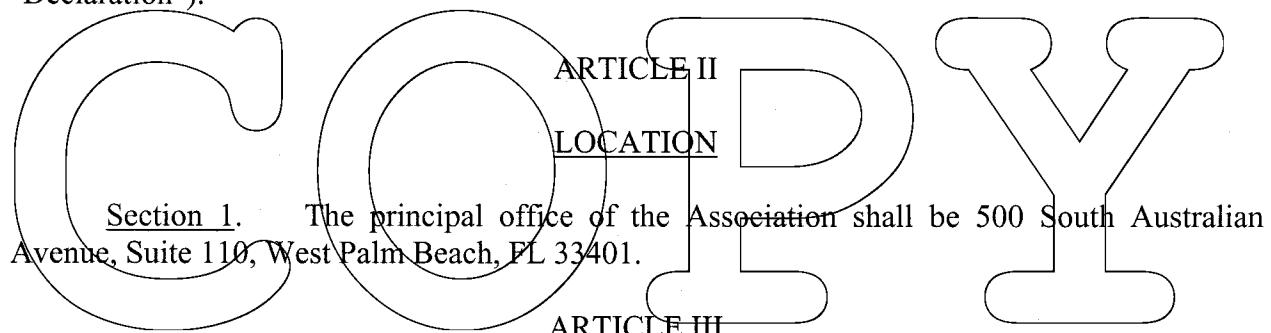
Shawna Palmer
NOTARY PUBLIC
My Commission Expires:

EXHIBIT "D"



DEFINITIONS

All defined terms used in these Bylaws shall have the meaning assigned to them in the Declaration of Restrictions and Protective Covenants for St. Andrews Townhomes (the "Declaration").



MEMBERSHIP

Section 1. Membership of the Association is as set forth in the Declaration,

Section 2. The rights of membership are subject to the payment of annual and special assessments, emergency special assessments, individual assessments and such other assessments levied by the Association, the obligation of which assessment is imposed against each Member, and becomes a lien upon, the Properties against which such assessments are made as provided in the Declaration to which the Properties are subject.

Section 1. The fiscal year of the Association shall be the calendar year.

ARTICLE V

BOARD OF DIRECTORS

Section 1. Subsequent to the turnover, as defined in the Articles of Incorporation for St. Andrews Townhomes Homeowners' Association, Inc. (hereinafter referred to as "Articles of Incorporation"), the Board of Directors of the Association shall be elected at the annual meeting of the Members. The election procedure is set forth in Article VII of these Bylaws.

Section 2. The affairs of the Association shall be managed and governed by a Board of Directors of not less than three (3) directors and no more than nine (9) directors. The exact number of directors shall be determined by the Board of Directors.

Section 3. Any Director may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership, except that the Directors appointed by Developer including those named in the Articles of Incorporation may be removed only by Developer.

Section 4. The first meeting of the duly elected Board of Directors, for the purpose of organization, shall be held immediately after the annual meeting of Association Members, provided the majority of the members of the elected Board of Directors are present. Any action taken at such meeting shall be by a majority of the Board of Directors. If the majority of the members of the Board of Directors elected shall not be present at that time, or if the Directors shall fail to elect Officers, the meeting of the Board of Directors to elect Officers shall then be held within thirty days after the annual meeting of Members upon three days' notice in writing to each member of the Board of Directors elected, stating the time, place and object of such meeting.

Section 5. Regular meetings of the Board of Directors may be held at any place or places within St. Lucie County, Florida, on such days and at such hours as the Board of Directors may, by resolution, appoint,

Section 6. Notice of regular meetings shall be posted in a conspicuous place on the Association property at least 48 hours in advance, except in an emergency. Notice of any meeting in which assessments against Lots are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments.

Section 7. Special meetings of the Board of Directors may be called at any time by the President or by a majority of the Board of Directors and may be held at any place or places within St. Lucie County, Florida, and at any time.

Section 8. Notice of each special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, except in the event of an emergency, shall be (i) posted in a conspicuous place on the Association Property at least 48 hours in advance or (ii) given by or on behalf of the President or by or on behalf of the Secretary or by or on behalf of a majority of the members of the Board of Directors to each member of the Board of Directors not less than seven days prior to the scheduled date of the special meeting by mail, telegraph, overnight courier, hand delivery or telecopy. Emergency meetings of the Board of Directors may also be

held at any place and time without notice by unanimous waiver of notice by all the Directors. Notices of all meetings of the Board of Directors will comply with Chapter 720, Florida Statutes.

Section 9. No Director shall receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total vote of the Association at a regular or special meeting of the Association; provided any Director may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other Directors.

Section 10. Subject to the provisions of Section 10 of this Article, all meetings of the Board shall be open to all Members, but no Member other than Directors may participate in any discussion or deliberation unless permission to speak is requested on his or her behalf by a Director. In such case, the President may limit the time that any Member may speak.

Section 11. Any action to be taken at a meeting of the Board of Directors or any action that may be taken at a meeting of the Board of Directors may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors, and such consent shall have the same force and effect as a unanimous vote.

Section 12. The Board of Directors shall be responsible for the affairs of the Association and shall have all of the powers and duties necessary for the administration of the Association's affairs and as provided by law.

The Board of Directors shall delegate to one of its members the authority to act on behalf of the Board of Directors on all matters relating to the duties of the managing agent or manager, if any, which might arise between meetings of the Board of Directors.

In addition to the duties imposed by Chapter 720, Florida Statutes, together with these Bylaws, the Board of Directors shall have the power to and shall be responsible for the following, in way of explanation, but not limitation:

a. preparation and adoption of an annual budget in which there shall be established the contribution of each Owner to the Common Expenses;

b. making assessments to defray the Common Expenses, establishing the means and methods of collecting such assessments, and establishing the period of the installment payments of the annual assessment, which may be payable in annual, semi-annual, or quarterly installments, as determined by the Board of Directors;

c. providing for the operation, care, upkeep, and maintenance of all of the Association Property and the Common Areas;

d. designating, hiring, and dismissing the personnel necessary for the maintenance, operation, repair, and replacement of the Association, its property, and the Common Areas where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and material to be used by such personnel in the performance of their duties;

- e. collecting the assessments, depositing the proceeds thereof in a bank depository which it shall approve, and using the proceeds to administer the Association; the reserve fund may be deposited, in the Directors' best business judgment, in depositories other than banks;
- f. making and amending rules and regulations;
- g. opening of bank accounts on behalf of the Association and designating the signatories required;
- h. making or contracting for the making of repairs, additions, and improvements to or alterations of the Association Property and the Common Area in accordance with the other provisions of the Declaration and these Bylaws after damage or destruction by fire or other casualty;
- i. enforcing by legal means the provisions of the Declaration, these Bylaws, and the rules and regulations adopted by it and bringing any proceedings which may be instituted on behalf of or against the Members concerning the Association after receiving the proper authorization, if any, required by the Declaration;
- j. obtaining and carrying insurance against casualties and liabilities, as provided in the Declaration, and paying the premium cost thereof;
- k. paying the cost of all services rendered to the Association or its Members and not chargeable to Owners;
- l. maintaining the official records of the Association in accordance with Florida Statute §720.303, as may be amended from time to time. The said official records of the Association shall be available for examination by the Owners and mortgagees, their duly authorized agents, accountants, or attorneys, during general business hours on working days at a reasonable time and place that shall be set and announced by the Board of Directors which shall be at least ten (10) business days after receipt of a written request for examination. All financial and accounting records of the Association shall be kept according to good accounting practices;
- m. make available for review to any prospective purchaser of a Lot, any Member, any first Mortgagor, and the holders, insurers, and guarantors of a first Mortgage on any Unit, current copies of the Declaration, the Articles of Incorporation, the Bylaws, rules governing the Lot and all other books, records, and financial statements of the Association;
- n. permit utility suppliers to use portions of the Common Area reasonably necessary to the ongoing development or operation of the Properties; and
- o. exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to Members in the Declaration or in the Articles of Incorporation of the Association.

Section 13. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform

such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these Bylaws, other than the powers set forth in subparagraphs a, b, f, g and i of Section 11 of this Article. The Developer, or an affiliate of the Developer, may be employed as managing agent or manager. No management contract may have a term in excess of one (1) year and must permit termination by either party without cause and without termination fee on ninety (90) days, or less, written notice.

Section 14. The following management standards of performance will be followed unless the Board of Directors by resolution specifically determines otherwise:

- a. accrual accounting, as defined by generally accepted accounting principles, shall be employed;
- b. accounting and controls should conform with established AICPA guidelines and principles, which require, without limitation, (i) disbursements by check requiring two (2) signatures, and (ii) cash disbursements limited to amounts of Seventy-Five (\$75.00) Dollars and under;
- c. cash accounts of the Association shall not be commingled with any other accounts;
- d. no remuneration shall be accepted by a managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any thing of value received shall benefit the Association;
- e. any financial or other interest which a managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board of Directors; and
- f. an annual report consisting of at least the following shall be prepared within sixty (60) days after the close of the fiscal year: (1) financial statements presented in conformity with generally accepted accounting principles; or (2) a financial report of actual receipts and expenditures, cash basis, showing the amount of receipts and expenditures by classification and the beginning and ending cash balances of the Association. The Association shall provide each Member with a copy of the annual report or with written notice that a copy of the financial report is available upon request at no charge to the Member.

Section 15. The Board of Directors shall have the power to borrow money for the purpose of repair or restoration of the Common Areas without the approval of the Members of the Association.

Section 16. The Board of Directors shall have the power to impose reasonable fines, which shall constitute a lien upon the Lot(s) of the violating Member, and to suspend a Member's right to vote or to use the Common Area, for violation of any duty imposed under the Declaration, these Bylaws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress

and egress to or from a Lot. In the event that any occupant of a Lot violates the Declaration, Bylaws, or a rule or regulation and a fine is imposed, the fine shall first be assessed against the occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board of Directors, the fine shall constitute a lien upon the Lot in which the occupant resides, and the Member shall pay the fine upon notice from the Association. The failure of the Board of Directors to enforce any provision of the Declaration, Bylaws, or any rule or regulation shall not be deemed a waiver of the right of the Board of Directors to do so thereafter.

a. Notice. Prior to imposition of any sanction hereunder, the Board of Directors or its delegate shall serve the alleged violator with written notice describing (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) and stating that the alleged violator shall have a period of not less than fourteen (14) days within which the alleged violator may present a written request to the committee designated by the Board of Directors for a hearing; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within fourteen (14) days of the notice. If a timely challenge is not made, the sanction stated in the notice shall be imposed.

b. Hearing. If a hearing is requested in a timely manner, the hearing shall be held in executive session before the body specified in the notice which shall afford the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of proper notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the Officer, Director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or his designated representative appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The hearing shall be conducted in accordance with Florida Statute §720.305.

c. Appeal. The alleged violator shall have the right to appeal the decision of the committee to the Board of Directors. To perfect this right, a written notice of appeal must be received by the manager, President, or Secretary of the Association within thirty (30) days after the hearing date.

d. Additional Enforcement Rights. Notwithstanding anything to the contrary herein contained, the Association, acting through the Board of Directors, may elect to enforce any provision of the Declaration, these Bylaws, or the rules and regulations of the Association by self-help (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or by suit at law or in equity to enjoin any violation or to recover monetary damages or both without the necessity for compliance with the procedure set forth above. In any such action, to the maximum extent permissible, the Member or occupant responsible for the violation shall pay all costs, including reasonable attorney's fees actually incurred.

ARTICLE VI

OFFICERS

Section 1. The Officers of the Association shall be elected annually by the Board of Directors at the first meeting of the Board of Directors following each annual meeting of the Members, as herein set forth in Article VII.

Section 2. Any Officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board of Directors.

Section 3. The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office, and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect one Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, the Vice President shall perform the duties and exercise the powers of the President. The Secretary shall issue notices of all meetings of the membership of the Association and the Board of Directors where notice of such meetings is required by law or in these Bylaws, He shall keep the minutes of the meetings of the membership and of the Board of Directors.

Section 4. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose, full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

Section 5. Vacancies in any office arising from any cause may be filled by the Board of Directors for the unexpired portion of the term.

Section 6. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

ARTICLE VII

MEETINGS OF MEMBERS

Section 1. Subsequent to such time the Class A Members are entitled to elect the Board of Directors, a meeting of Members shall be held annually one month before the annual meeting of the Voting Representatives of the Master Association at such time and place as shall be determined by the Board of Directors.

Section 2. For election of members of the Board of Directors, Members shall vote in person at a meeting of the Members or by a ballot that the Member personally casts

Section 3. Members may not vote by general proxy, but may vote by limited proxy. Limited proxies and general proxies may be used to establish a quorum. Limited proxies may also be used for votes taken to amend the Articles of Incorporation or Bylaws or for any matter that requires or permits a vote of the Members. Any proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. A proxy is not valid for a period longer than 90 days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure of the Member who executes it.

Section 4. Special meetings of the Members may be called for any purpose at any time by the President or a majority of the members of the Board of Directors.

Section 5. Notice may be given to the Member either personally, or by sending a copy of the notice through the mail, (postage thereon fully paid), by overnight courier or by telecopy transmittal, to his address appearing on the records of the Association. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed, personally delivered, overnight couriered or telecopied at least six (6) days in advance of the meeting and shall set forth the general nature of the business to be transacted, provided, however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meetings shall be given or sent as therein provided.

Section 6. The presence at the meeting of Members entitled to cast thirty percent (30%) of the membership votes shall constitute a quorum for any action governed by these Bylaws.

Section 7. If any meetings of the Association cannot be held because a quorum is not present, a majority of the Members who are present at such meeting, may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the time the original meeting was called. At the reconvened meeting at which a quorum is present, any business which might have been transacted at the meeting originally called may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to Members in the manner prescribed for regular meetings.

The Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough Members to leave less than a quorum, provided that Members representing at least twenty-five (25%) percent of the total votes of the Association remain present, and provided further that any action taken shall be approved by at least a majority of the Members required to constitute a quorum.

Section 8. The President shall preside over all meetings of the Association, and the Secretary shall keep the minutes of the meeting and record in a minute book all resolutions adopted at the meeting, as well as a record of all transactions occurring thereat. Roberts Rules of Order shall govern the conduct of meetings.

Section 9. Any action required by law to be taken at a meeting of the Members, or any action which may be taken at a meeting of the Members, may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by all of the Members entitled to vote with respect to the subject matter thereof, and such consent shall have the same force and effect as a unanimous vote of the Members.

ARTICLE VIII

COMMITTEES

Section 1. The Architectural Control Board shall be a standing committee of the Association. The Board of Directors may appoint such other committees, as it deems advisable.

Section 2. The Architectural Control Board shall be appointed, shall serve and shall have the duties and functions as described in the Declaration.

ARTICLE IX

VOTING REPRESENTATIVE FOR MASTER ASSOCIATION MATTERS

Section 1. As set forth in the Master Declaration, the Members shall elect a Voting Representative at each annual meeting of the Members of the Association, which meeting shall take place at least one month prior to the annual meeting of the Voting Representatives of the Master Association. The Voting Representative, and not the Members, may attend subsequent meetings of the Board of Directors of the Master Association and vote, as agent for the Members, on all matters on which the Members would be entitled to vote with respect to the Master Association. The Voting Representative may meet with the Members from time to time upon a minimum of three (3) days notice to such Members, delivered in any manner deemed reasonable by the Voting Representative. Notwithstanding the foregoing, the Voting Representative will not be required to meet with the Members or to poll such Members before casting any votes on their behalf.

ARTICLE X

BOOKS AND PAPERS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to the inspection of any Member of the Association.

ARTICLE XI

AMENDMENTS

Section 1. These Bylaws may be amended by the affirmative vote (in person or by alternate) at a regular or special meeting of the Members, written consent, or any combination thereof, of Members representing two-thirds of the total votes in the Association; provided, however, the provisions which are governed by the Articles of Incorporation of this Association

may not be amended except as provided in the Articles of Incorporation or applicable law; and provided further that any matters stated herein to be or which are in fact governed by the Declaration may not be amended except as provided in such covenants. Notwithstanding the foregoing (a) for so long as the Developer has the right to appoint the entire Board of Directors of the Association, the Developer or its successors or assigns shall be permitted to unilaterally amend these Bylaws and no amendment hereto may be made without Developer's written consent; and (b) for so long as the Developer owns any portion of the Property, no amendment to these Bylaws shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Developer, unless the Developer joins in the execution of such amendment.

Any amendment to these Bylaws that would alter the Drainage System conservation areas or any water management areas of the Common Property must have the prior approval of the SFWMD. Any such proposed amendments must be submitted to the SFWMD for a determination of whether the amendment necessitates a modification to the SFWMD Permit. If the proposed amendment necessitates a modification to the SFWMD Permit, the modification to the SFWMD Permit must be approved by the SFWMD prior to the amendment to these Bylaws.

Any amendment to these Bylaws that would affect NPBCID's obligations, property interests, facilities or improvements located within the Property must have the prior written approval of NPBCID.

Any amendment to these Bylaws shall be subject to the prior approval required by any appropriate governmental agency. Notwithstanding anything to the contrary herein contained, amendments for correction of scrivener's errors may be made by the Board of Directors of the Association alone without the need of consent of any other person. Notwithstanding the foregoing, matters stated herein to be or which are in fact governed by the Declaration may not be amended except as provided in such Declaration. Additionally, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation.

ARTICLE XII

GOVERNING DOCUMENTS

Section 1. In case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, We, being all of the directors of ST. ANDREWS TOWNHOMES HOMEOWNERS ASSOCIATION, INC., a Florida Corporation, have hereunto set our hands this 20 day of March, 2006.

ST. ANDREWS TOWNHOMES HOMEOWNERS ASSOCIATION, INC., a Florida corporation
By:

Paul Rhodes, Director

Sally Larson
Sally Larson, Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized to administer oaths and take acknowledgements, personally appeared no behalf of the of ST. ANDREWS TOWNHOMES HOMEOWNERS ASSOCIATION, INC., a Florida Corporation, Paul Rhodes, Director and Sally Larson, Secretary, known to me who acknowledged before me that they executed the same, that they are personally known to me or that I relied upon the following form of identification of the above-named persons:

WITNESS my hand and official seal in the county and State last aforesaid this 20 day of March, 2006.

NOTARY PUBLIC STATE OF FLORIDA
Shawna Palmer
Commission # DD461747
Expires: AUG. 14, 2009
Bonded Thru Atlantic Bonding Co., Inc.

Shawna Palmer
NOTARY PUBLIC STATE OF FLORIDA

My Commission Expires: