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=====THIS SPACE FOR RECORDER'S USE=====

**AMENDED AND RESTATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR  
ST. LUCIE WEST COUNTRY CLUB ESTATES**

The Declaration of Covenants, Conditions and Restrictions for St. Lucie West Country Club Estates is recorded in the Public Records of St. Lucie County, Florida, at Official Records Book 573, Page 1941, and was amended at Official Records Book 619, Page 1396, Official Records Book 621, Page 2283, Official Records 627, Page 563, Official Records Book 628, Page 1981, Official Records Book 678, Page 1369, Official Records Book 678, Page 1382, Official Records Book 774, Page 1768, Official Records Book 785, Page 36, Official Records Book 912, Page 566, Official Records Book 962, Page 1633, Official Records Book 990, Page 2797, Official Records Book 1039, Page 2365, Official Records Book 1132, Page 2557, Official Records Book 1167, Page 1424, Official Records Book 1179, Page 2702, Official Records Book 1303, Page 1732, Official Records Book 1405, Page 2749, Official Records Book 1455, Page 741, Official Records Book 1465, Page 1161, Official Records Book 1500, Page 2609, Official Records Book 1635, Page 257 and Official Records Book 2451, Page 2160, Official Records 2846, Page 2820 and Official Records Book 3198, Page 573.

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by St. Lucie West Country Club Estates Association, Inc. ("Association");

Association and its members are owners of the real property described in Exhibit "A" attached hereto and incorporated herein by reference. Association intends by this Amended and Restated Declaration to continue upon the Properties (as defined herein) mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of residential property within the Properties. Association and its members desire to provide a flexible and reasonable procedure for the overall development of the Properties, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Properties.

Association hereby declares that all of the property described in Exhibit "A" is and shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property subjected to this Declaration and which shall be binding on all parties having any right, title or interest in the described Properties or any part thereof, their heirs, successors, successors-in-title and assigns, and shall inure to the benefit of each owner thereof. This Declaration does not

and is not intended to create a condominium within the meaning of Chapter 718, Florida Statutes.

## Article I Definitions

Section 1. “Area of Common Responsibility” shall mean and refer to the Common Area, together with those areas, if any, which by the terms of this Declaration or by contract or agreement with any Neighborhood become the responsibility of the Association. The office of any property manager employed by or contracting with the Association, if located on the Properties, or any public rights-of-way within or adjacent to the Properties, may be part of the Area of Common Responsibility.

Section 2. “Articles of Incorporation” or “Articles” shall mean and refer to the Articles of Incorporation of St. Lucie West Country Club Estates Association, Inc., as filed with the Secretary of State of the State of Florida.

Section 3. “Association” shall mean and refer to St. Lucie West Country Club Estates Association, Inc., a Florida corporation not-for-profit, its successors or assigns. The “Board of Directors” or “Board” shall be the elected body having its normal meaning under Florida corporate law. The use of the term “association” or “associations” in lower case shall refer to any condominium association or other owners association having jurisdiction over any part of the Properties.

Section 4. “Base Assessment” shall mean and refer to assessments levied to fund expenses for the benefit of all Members of the Association.

Section 5. “By-Laws” shall mean and refer to the By-Laws of St. Lucie West Country Club Estates Association, Inc., attached hereto as Exhibit “C” and incorporated herein by reference, as they may be amended from time to time.

Section 6. “Common Area” shall mean all real and personal property which the Association now or hereafter owns or otherwise holds for the common use and enjoyment of the Owners. The initial Common Area was conveyed to the Association prior to the conveyance of a Unit to any Unit purchaser other than a builder or developer holding title for the purpose of development and resale.

Section 7. “Common Expenses” shall mean and include the actual and estimated expenses of operating the Association, both for general and Neighborhood purposes, including any reasonable reserve, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, the By-Laws and the Articles of Incorporation of the Association.

Section 8. “Community-Wide Standard” shall mean the standard of conduct, maintenance or other activity generally prevailing throughout the Properties. Such

standard may be more specifically determined by the Board of Directors and the Architectural Review Committee (ARC).

Section 9. “Master Land Use Plan” shall mean and refer to the plan for the development of the property described on Exhibit “A” approved by the City of Port St. Lucie, Florida, as it may be amended from time to time.

Section 10. “Member” shall mean and refer to a Person entitled to membership in the Association, as provided herein.

Section 11. “Mortgage” shall mean and refer to a mortgage, a deed of trust, a deed to secure debt or any other form of security deed.

Section 12. “Mortgagee” shall mean and refer to a beneficiary or holder of a Mortgage.

Section 13. “Mortgagor” shall mean and refer to any Person who gives a Mortgage.

Section 14. “Neighborhood” shall mean and refer to each separately developed and denominated residential area comprised of one (1) or more housing types subject to this Declaration, whether or not governed by an additional owners association, in which owners may have common interests other than those common to all Association members, such as a common theme, entry feature, development name, and/or common areas and facilities which are not available for use by all Association Members. The eleven (11) neighborhoods that comprise St. Lucie West Country Club Estates are Fairway Isles, The Sanctuary, Country Club Pointe, Presidential Cove, The Hamptons, The Estates, Bent Pine Cove, Live Oak/Cottonwood, Cedar Cove, Mirror Lake Cove, and Moonlite Cove. Where the context permits or requires, the term Neighborhood shall also refer to the Neighborhood Committee (established in accordance with the By-Laws) or Neighborhood Association (as defined in Article III, Section 3) having jurisdiction over the property within the Neighborhood Presidential Cove and Fairway Isles are subject to additional covenants which are not part of this Amended and Restated Declaration of Covenants, Conditions and Restrictions. The Sanctuary and The Hamptons refer to Exhibit “B”.

Section 15. “Neighborhood Assessments” shall mean assessments for common expenses provided for herein or by any Subsequent Amendment which shall be used for the purposes of promoting the recreation, health, safety, welfare, common benefit, and enjoyment of the Owners and occupants of the Units against which the specific Neighborhood Assessment is levied and of maintaining the properties within a particular Neighborhood or Neighborhoods, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized herein.

Any Neighborhood Assessment shall be levied equally against all Units in the Neighborhood(s) benefiting from the services supported thereby, provided that in the

event of assessments for exterior maintenance of structures, or insurance on structures or replacement reserves which pertain to particular structures (pursuant to an amendment to this Declaration), such assessments for the use and benefit of particular Units shall be levied on a pro rata basis among the benefited Units.

Section 16. “Owner” shall mean and refer to one (1) or more Persons who hold the record title to any Unit which is part of the Properties, but excluding in all cases any party holding an interest merely as security for the performance of an obligation. If a Unit is sold under a recorded contract of sale, and the contract specifically so provides, then the purchaser (rather than the fee owner) will be considered the Owner.

Section 17. “Person” means a natural person, a corporation, a partnership, a trustee or other legal entity.

Section 18. “Properties” shall mean and refer to the real property described in Exhibit “A” attached hereto.

Section 19. “Special Assessments” shall mean and refer to assessments levied in accordance with Article IX, Section 3 of this Declaration.

Section 20. “St. Lucie West Services District” (“SLWSD”) shall mean the taxing district which was established by the Developer of St. Lucie West Country Club Estates and provides water, sewer, irrigation and drainage throughout St. Lucie West.

Section 21. “Unit” shall mean a portion of the Properties intended for development, use and occupancy as an attached or detached residence for a single family, and shall, unless otherwise specified, include within its meaning (by way of illustration, but not limitation) townhouse units, cluster homes, patio or zero lot line homes, and single-family detached houses on separately platted lots, as well as vacant land intended for development. The term shall include all portions of the lot owned including any structure thereon. In the case of a structure which contains multiple apartments, each apartment shall be deemed to be a separate Unit.

In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain the number of Units designated for such parcel on the Master Land Use Plan or the site plan approved the City of Port St. Lucie, whichever is more recent, until such time as a certificate of occupancy or completion is issued on all or a portion thereof by the local government entity having jurisdiction, after which the portion designated in the certificate of occupancy or completion shall constitute a separate Unit or Units as determined above and the number of Units on the remaining land, if any, shall continue to be determined in accordance with this paragraph.

Section 22. “Director” shall refer to a neighborhood representative on the Board of Directors casting a single vote as one of the eleven individual members of the Board.

Section 23. “Voting Member” shall be a Director when casting ballots on behalf of the Neighborhood, he or she represents and exercising those voting powers per Article III of this Declaration.

## Article II Property Rights

Every Owner shall have a right and easement of enjoyment in and to the Common Area, subject to this Declaration as it may be amended from time to time and to any restrictions or limitations contained in any deed conveying such property to the Association. Any Owner may delegate his or her right of enjoyment to the members of his or her family, tenants and social invitees subject to reasonable regulation by the Board and in accordance with procedures it may adopt. An Owner who leases his or her Unit shall be deemed to have delegated all such rights to the Unit's lessee.

Access to the country club facilities and golf course within or adjacent to the Properties is strictly subject to the rules and procedures of the country club. No Owner or occupant gains any right to enter or to use those facilities by virtue of ownership or occupancy of a Unit.

## Article III Membership and Voting Rights

Section 1. Membership. Every Owner, as defined in Article I, shall be deemed to have a membership in the Association. No Owner, whether one (1) or more Persons, shall have more than one (1) membership per Unit owned. In the event the Owner of a Unit is more than one (1) Person, votes and rights of use and enjoyment shall be as provided herein. The rights and privileges of membership may be exercised by a Member or the Member's spouse, subject to the provisions of this Declaration and the By-Laws. The membership rights of a Unit owned by a corporation or partnership shall be exercised by the individual designated by the Owner in a written instrument provided to the Secretary, subject to the provisions of this Declaration and the By-Laws.

Section 2. Voting. All Members shall be entitled to one (1) equal vote for each Unit in which they hold the interest required for membership under Section 1 hereof; there shall be only one (1) vote per Unit. Unless otherwise specified in this Declaration or the By-Laws, the vote for each Unit shall be exercised by the Voting Member, as defined in Article I, representing the Neighborhood of which the Unit is a part.

In any situation where a Member is entitled personally to exercise the vote for his Unit (in the election of a Neighborhood representative under section 3 of this Article and Article V of the Bylaws, or a vote per section 3 to request additional services) and more than one (1) Person holds the interest in such Unit required for membership, the vote for such Unit shall be exercised as those Persons determine among themselves and advise the Secretary of the Association prior to any meeting. In the absence of such advice, the Unit's vote shall be suspended if more than one (1) Person seeks to exercise it.

Section 3. Neighborhood and Voting Groups.

(a) Neighborhoods. Every Unit should be located within a Neighborhood as defined in Article I. The Units within those neighborhoods such as Fairway Isles and Presidential Cove, which have a separate, formal organizational structure, are subject to additional covenants. The Unit Owners in such neighborhoods are all members of another owners association ("Neighborhood Association") in addition to the Association. Any Neighborhood which does not have a Neighborhood Association shall elect a Neighborhood Committee, as described in Article III, Section 4 of the By-Laws, to represent the interest of Owners of Units in such Neighborhood.

Each Neighborhood Association or Committee, upon the affirmative vote, written consent or a combination thereof, of a majority of Owners within the Neighborhood, may request that the Association provide a higher level of service or special services for the benefit of Units in such Neighborhood, the cost of which shall be assessed against the benefited Units as a Neighborhood Assessment pursuant to Article IX.

The appointed Member of the Neighborhood Association or the Neighborhood Committee shall serve as a director on the Association Board of Directors for his Neighborhood and shall cast all votes attributable to Units in the Neighborhood on all Association matters requiring membership vote. The Director may cast all votes as he or she, in his or her discretion, deems appropriate.

Article IV  
Maintenance

Section 1. Association's Responsibility. The Association shall maintain and keep in good repair the Area of Common Responsibility, such maintenance to be funded as hereinafter provided. This maintenance shall include, but need not be limited to, maintenance, repair and replacement subject to any insurance then in effect, of all roads within the Properties, the buffer area around the boundary of the Properties, the median strip at the main entrance to the Properties from St. Lucie West Boulevard, all entry features and all landscaping and other flora, structures and improvements situated upon such areas.

The Association may, in the discretion of its Board, assume the maintenance responsibilities of a Neighborhood set out in this Declaration or in any Subsequent Amendment or declaration subsequently recorded which creates any Neighborhood Association upon all or any portion of the Properties. In such event, all costs of such maintenance shall be assessed only against the Units within the Neighborhood to which the services are provided. This assumption of responsibility may take place either by contract or agreement or because, in the opinion of the Board, the level and quality of service then being provided is not consistent with the Community-Wide Standard of the Properties. The provision of services in accordance with this Section shall not constitute discrimination within a class.

The Association may maintain property which it does not own, including, without limitation, property dedicated to the public or to the St. Lucie West Services District, if the Board of Directors determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard.

Section 2. Owner's Responsibility. Each Owner shall maintain his or her Unit and all structures, parking areas and other improvements comprising the Unit in a manner consistent with the Community-Wide Standard and all applicable covenants, unless such maintenance responsibility is otherwise assumed by or assigned to a Neighborhood Association pursuant to any additional declaration of covenants applicable to such Unit. If any Owner fails properly to perform his or her maintenance responsibility, the Association may perform it and assess all costs incurred by the Association against the Unit and the Owner thereof in accordance with Article IX, Section 3 of this Declaration; provided, however, except when entry is required due to an emergency situation, the Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry.

Section 3. Any Neighborhood Association having responsibility for maintenance of all or a portion of the property within a particular Neighborhood pursuant to a declaration of covenants affecting the Neighborhood shall perform such maintenance responsibility in a manner consistent with the Community-Wide Standard. If any such Neighborhood Association fails to perform its maintenance responsibility as required herein and in any additional declaration, the Association may perform it and assess the costs against all Units within such Neighborhood Association as provided in Article IX, Section 3 of this Declaration.

#### Article V Insurance and Casualty Losses

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

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

Premiums for all insurance on the Common Area shall be Common Expenses of the Association and shall be included in the Base Assessment, as defined in Article I, Section 4, and as more particularly described in Article IX, Section 1. The policy may contain a reasonable deductible, and, in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

In addition, a separate insurance policy shall be obtained by the Board of Directors providing coverage for damage or loss of function to the gates, their support structures, operating mechanisms, gatehouse and contents in amounts sufficient to cover all contingencies, the premium for which shall be assessed to the Owners within the area encompassed by the gates. Such coverage shall remain in effect for the length of time the gates remain operational or the structures, as described above, remain standing.

All insurance coverage obtained by the Board of Directors shall be written in the name of the Association as trustee for the respective benefited parties, as further identified in (b) below. Such insurance shall be governed by the provisions hereinafter set forth, if such insurance is available at a commercially reasonable rate:

(a) All policies shall be written with a company licensed to do business in Florida which holds a Best's rating of A or better and is assigned a financial size category of XI or larger as established by A. M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

(b) All policies on the Common Area shall be for the benefit of the Association and its Members.

(c) Exclusive authority to adjust losses under policies obtained by the Association on the Properties shall be vested in the Association's Board of Directors.

(d) In no event shall the insurance coverage obtained and maintained by the Association's Board of Directors hereunder be brought into contribution with insurance purchased by individual Owners, occupant or their Mortgagees.

(e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement.

(f) The Association's Board of Directors shall be required to make every reasonable effort to secure insurance policies that will provide for the following:



(i) a waiver of subrogation by the insurer as to any claims against the Association's Board of Directors, its manager, the Owners and their respective tenants, servants, agents and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(iii) a statement that no policy may be cancelled, invalidated, suspended or subject to nonrenewal on account of any one or more individual Owners;

(iv) a statement that no policy may be cancelled, invalidated, suspended or subject to nonrenewal on account of the conduct of any director, officer or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner or Mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that the Association will be given at least thirty (30) days' prior written notice of any cancellation, substantial modification or nonrenewal.

In addition to the other insurance required by this Section, the Board shall obtain, as a common expense worker's compensation insurance, if and to the extent required by law, directors' and officers' liability coverage, and a fidelity bond or bonds on directors, officers, employees and other Persons handling or responsible for the Association's funds. The amount of fidelity coverage shall be determined in the directors' best business judgment but, may not be less than three (3) months' assessments, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification or nonrenewal.

Section 2. Individual Insurance. By virtue of taking title to a Unit subject to the terms of this Declaration, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on the Unit(s) and structures constructed thereon meeting the same requirements as set forth in Section 1 of this Article V for insurance on the Common Area, unless the Neighborhood Committee or Neighborhood Association for the Neighborhood in which the Unit is located or the Association carries such insurance (which they are not obligated to do hereunder). Each Owner further covenants and agrees that in the event of a partial loss or damage and destruction resulting in less than total destruction of structures comprising his Unit, the Owner shall proceed promptly to repair or reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with Article X of this

Declaration. The Owner shall pay any costs of repair or reconstruction which is not covered by insurance proceeds. In the event that the structure is totally destroyed the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Unit of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Owner shall continue to maintain the Unit in a neat and attractive condition consistent with the Community-Wide Standard.

A Neighborhood Association may impose more stringent requirements regarding the standards for rebuilding or reconstructing structures on the Unit subject to its jurisdiction and the standard for returning the Units to their natural state in the event the structures are not rebuilt or reconstructed.

Each Owner shall also obtain liability insurance covering his or her property in reasonable amounts in line with current market standards as determined from time to time by the Board of Directors.

Section 3. Damage and Destruction. Immediately after damage or destruction by fire or other casualty to all or any part of the Properties covered by insurance written in the name of the Association, the Board of Directors or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance.

Article VI  
No Partition

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

Article VII  
Condemnation

Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of the Voting Members representing at least two-thirds (2/3) of the total Association vote by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to notice thereof. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking and Voting Members representing at least two-thirds (2/3) of the total vote of the Association shall

otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefore, in accordance with plans approved by the Board of Directors of the Association.

Article VIII  
Rights and Obligations of the Association

Section 1. Common Area. The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon (including, without limitation, furnishings and equipment related thereto and common landscaped areas), and shall keep it in good, clean, attractive and sanitary condition, order, and repair, pursuant to the terms and conditions hereof and consistent with the Community-Wide Standard.

Section 2. Personal Property and Real Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold and dispose of tangible and intangible personal property and real property.

Section 3. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Properties, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions may include reasonable monetary fines and suspension of the right to vote. The Board shall, in addition, have the power to seek relief in any court for violations or to abate nuisances. Imposition of sanctions shall be as provided in the By-Laws of the Association.

The Association, through the Board, by contract or other agreement, shall have the right to enforce municipal or county ordinances or permit the City of Port St. Lucie and the County of St. Lucie to enforce ordinances on the Properties for the benefit of the Association and its Members.

Section 4. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the By-Laws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 5. Powers of the Association with Respect to Neighborhoods. The Association shall have the power to veto any action taken or contemplated to be taken by any Neighborhood Association or Committee which the Board reasonably determines to be adverse to the interests of the Association or its Members or inconsistent with the Community-Wide Standard. The Association shall also have the power to require specific action to be taken by any Neighborhood Association or Committee in connection with its obligations and responsibilities hereunder or under any other covenants affecting the Properties. Without limiting the generality of the foregoing, the Association may require specific maintenance or repairs or aesthetic changes to be effectuated by the Neighborhood Association or Committee, may require that a

proposed budget include certain items and that expenditures be made therefore and may veto or cancel any contract providing for maintenance, repair or replacement of the property governed by such Neighborhood Association.

Any action required by the Association in a written notice pursuant to the foregoing paragraph to be taken by a Neighborhood Association or Neighborhood Committee shall be taken within the time frame set by the Association in such written notice. If the Neighborhood Association or Neighborhood Committee fails to comply with the requirements set forth in such written notice, the Association shall have the right to effect such action on behalf of the Neighborhood Association or Neighborhood Committee and shall assess the Units in such Neighborhood for their pro rata share of any expenses incurred by the Association under the circumstances (to cover the Association's administrative expenses in connection with the foregoing and to discourage failure to comply with the requirements of the Association) in the manner provided in Article IX, Section 3. Such assessments may be collected as a Special Assessment hereunder and shall be subject to all lien rights provided for herein.

## Article IX Assessments

Section 1. Creation of Assessments. There are hereby created assessments for Common Expenses as may from time to time specifically be authorized by the Board of Directors to be commenced at the time and in the manner set forth in Section 6 of this Article. There shall be three (3) types of assessments: (a) Base Assessments to fund expenses for the benefit of all Members of the Association; (b) Neighborhood Assessments for expenses benefiting only Units within a particular or several Neighborhoods; and (c) Special Assessments as described in Section 3 below.

Base Assessments shall be levied equally on all Units. Neighborhood Assessments shall be levied equally on all Units within the Neighborhood(s) for whose benefit Common Expenses are incurred which benefit less than the Association as a whole. Special Assessments shall be levied as provided in Section 3 below. Each Owner, by acceptance of his or her deed or recorded contract of sale, is deemed to covenant and agree to pay these assessments.

Any Neighborhood Assessment shall be levied equally against all Units in the Neighborhood(s) benefiting from the services supported thereby, provided that in the event of assessments for exterior maintenance of structures, or insurance on structures or replacement reserves which pertain to particular structures (pursuant to an amendment to this Declaration), such assessments for the use and benefit of particular Units shall be levied on a pro rata basis among the benefited Units.

All assessments, together with interest at a rate not to exceed the highest rate allowed by Florida law as computed from the date the delinquency first occurs, administrative late fee as permitted by Florida Statute 720, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the

Unit against which each assessment is made. Each such assessment, together with interest, administrative late fees as permitted under Florida Statute 617, costs and reasonable attorney's fees, shall also be the personal obligation of the Person who was the Owner of such Unit at the time the assessment arose, and his or her grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance, except no first Mortgagee who obtains title to a Unit pursuant to the remedies provided in the Mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title, except as provided by Florida Statute 720.

The Association shall, upon demand at any time, furnish to any Owner liable for any type of assessment a certificate in writing signed by an officer of the Association setting forth whether such assessment has been paid as to any particular Unit. Such certificate shall be conclusive evidence of payment to the Association of such assessment therein stated to have been paid. The Association may require the advance payment of a reasonable processing fee, as established from time to time by the Board of Directors, for the issuance of such certificate.

Assessments shall be paid in such manner and on such dates as may be fixed by the Board of Directors which may include, without limitation, acceleration of the annual Base Assessments for delinquents. Unless the Board otherwise provides, the Base Assessments shall be paid in quarterly installments due January 1, April 1, July 1 and October 1 of each calendar year. Assessments shall be delinquent, if not paid within fifteen (15) days from the date due.

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

The Association is specifically authorized to enter into subsidy contracts or contract for "in kind" contribution of services or materials or a combination of services and materials with other entities for the payment of some portion of the common expenses.

Section 2. Computation of Assessments. It shall be the duty of the Board, at least sixty (60) days before the beginning of the fiscal year, to prepare a budget covering the estimated costs of operating the Association during the coming year. The budget shall include a capital contribution establishing a reserve fund in accordance with a capital budget separately prepared and shall separately list general and

Neighborhood expenses, if any. The Board shall cause a copy of the budget and the amount of assessments to be levied against each Unit for the following year to be delivered to each Owner at least thirty (30) days prior to the end of the current fiscal year.

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

Section 3. Special Assessments. In addition to the assessments authorized in this Article, the Association may levy a Special Assessment or Special Assessments; provided, such assessment shall have the affirmative vote or written consent of Voting Members or their alternates representing at least fifty-one (51%) percent of the votes in the Association. Special Assessments shall be payable in such manner and at such times as determined by the Board and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved, if the Board so determines.

The Association may also levy a Special Assessment against any Member to reimburse the Association for costs incurred in bringing a Member and his Unit into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the By-Laws and the Association rules, which Special Assessment may be levied upon the vote of the Board after notice to the Member and an opportunity for a hearing. The Association may also levy a Special Assessment against the Unit in any Neighborhood to reimburse the Association for costs incurred in bringing the Neighborhood into compliance with the provisions of the Declaration, any amendments thereto, the Articles, the By-Laws and the Association rules and regulations, which Special Assessments may be levied upon the vote of the Board after such notice to the senior officer of the Neighborhood Association or Committee and an opportunity for a hearing.

Section 4. Lien for Assessments. Upon recording of a notice of lien on any Unit, there shall exist a perfected lien for unpaid assessments prior and superior to all other liens, except (1) all taxes, bonds, assessments and other levies which by law would be superior thereto, and (2) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value.

Such lien, when delinquent, may be enforced by suit, judgment and foreclosure.

The Association, acting on behalf of the Owners, shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period in which a Unit is owned by the Association following foreclosure: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall

be assessed or levied on it; and (c) each other Unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged such Unit had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid common expenses and attorney's fees shall be maintainable without foreclosing or waiving the lien securing the same.

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

Section 6. Subordination of the Lien to First Mortgages. The lien of assessments, including interest, late charges (subject to the limitation of Florida law) and costs (including attorney's fees) provided for herein, shall be subordinate to the lien of any first Mortgage upon any Unit. The sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to judicial or 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, except as provided by Florida Statute 720. No sale or transfer shall relieve such Unit from lien rights for any assessments thereafter becoming due. Where the Mortgagee holding a first Mortgage of record or other purchaser of a Unit obtains title pursuant to remedies under the Mortgage, its successors and assigns shall not be liable for the share of the common expenses or assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such Unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from Owners of all the Units, including such acquirer, its successors and assigns.

## Article X Architectural Standards

The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees established in this Article X.

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

Section 1. Architectural Review Committee (ARC). The Architectural Review Committee (ARC) shall have exclusive jurisdiction over all construction, modification or reconstruction, on any portion of the Properties. The ARC shall prepare and, with approval of the Board of Directors, shall promulgate design and development guidelines and application and review procedures, all as part of the Community Development Code and Land Use Standards ("CDC-LUS"). Copies shall be available from the Architectural Review Committee for review. The guidelines and procedures shall be those of the Association, and the ARC and the Board shall have sole and full authority to prepare and to amend the CDC-LUS. It shall make the CDC-LUS available to Owners, builders and developers who seek to engage in development of or construction upon all or any portion of the Properties and such Owners, builders and developers shall conduct their operations strictly in accordance therewith. The Board of Directors shall appoint the members of the ARC.

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

Section 4. Variance. The ARC may authorize variances from compliance with any of the provisions of the CDC-LUS when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the Committee from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

Section 5. Advance Payment. A reasonable payment as determined from time to time by the Board of Directors must accompany the submission of any plans for proposed construction or modification. A portion, as determined from time to time, of this payment not to exceed one third (1/3), may be immediately placed in the road reserve account and the remainder of this payment is a damage deposit, which will be held by the Association in a non-interest bearing account for the purpose of assuring clean-up during and after construction and compensation to the Association for any damage to the roads during the construction phase or any other damage or violations of the terms of the Community Development Code and the Land Use Standards, which may occur as a result of the proposed construction or modification. In the event that debris has been cleaned up and no damage or other violation has occurred, after issuance of Certificate of Occupancy or completion, the deposit will be returned within fifteen (15) days of written request, which request must include a copy of the Certificate of Occupancy or completion.



The Association shall notify the Owner in writing if the Association intends to make a claim against the damage deposit. If there is any balance after the claim is satisfied, the balance shall be returned upon written request except the Association shall retain the portion deposited to the road reserve account. Should there be any damage or clean up expense in the deposit, the Owner shall receive written notice thereof and the balance will be due in full within thirty (30) days of the Notice. Failure to pay any balance due may result in the imposition of a lien against the property in question, as provided for special assessments, pursuant to Article IX, Section 4 of this Declaration.

## Article XI Use Restrictions

The Properties shall be used only for residential, recreational and related purposes (which may include, without limitation, offices for any property manager retained by the Association or business offices for the Association) as may more particularly be set forth in this Declaration, amendments hereto or subsequently recorded declarations creating Neighborhood Associations subject to this Declaration. The declaration or other creating document for any Neighborhood Association may impose stricter standards than those contained in this Article. The Association, acting through its Board of Directors, shall have standing and the power to enforce such standards.

The Association, acting through its Board of Directors, shall have authority to make and to enforce standards and restrictions governing the use of the properties, in addition to those contained herein, and to impose reasonable user fees for the use of Common Area facilities. Such regulations and use restrictions shall be binding upon all Owners and occupants until and unless overruled, cancelled or modified in a regular or special meeting of the Association by Voting Members representing a Majority of the votes in the Association.

Section 1. Signs. No sign of any kind shall be erected within the Properties without the written consent of the Board of Directors. The Board of Directors shall have the right to erect signs as a majority of the Directors, in their discretion, deem appropriate.

Section 2. Parking and Garages. Vehicles shall be parked only in the garages or in the driveways serving the Units. Except for service or delivery vehicles, and guests for special events, no vehicles may be parked in the street except with prior authorization from the Board of Directors or its agent. Over night parking in the streets is prohibited at all times. All commercial vehicles, tractors, mobile homes, recreational vehicles, trailers (either with or without wheels), campers, camper trailers, boats and other watercraft, and boat trailers must be parked entirely within a garage unless otherwise permitted by the Board. No garage may be altered in such a manner that the number of automobiles which may reasonably be parked therein after the alteration is

less than the number of automobiles that could have reasonably been parked in the garage as originally constructed.

Section 3. Occupants Bound. All provision of the Declaration, By-Laws and of any rules and regulations or use restrictions promulgated pursuant thereto which govern the conduct of Owners and which provide for sanctions against Owners shall also apply to all occupants of any Unit.

Section 4. Animals and Pets. No animals, livestock, or poultry of any kind shall be raised, bred, kept or permitted on any Unit, except that dogs, cats, or other usual and common household pets not to exceed a total of two (2) may be permitted in a Unit. However, those pets which are permitted to roam free, or in the sole discretion of the Association, endanger the health, make objectionable noise or constitute a nuisance or inconvenience to the Owners of other Units or the owner of any property located adjacent to the Properties shall be removed upon request of the Board. If the owner fails to honor such request, the pet may be removed by the Board. No pets shall be kept, bred or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a Unit be confined on a leash held by a responsible person.

Section 5. Nuisance. No Unit shall be used, in whole or in part, for the storage of any property or thing that will cause such Unit to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing or material be kept upon any Unit that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort or serenity of the occupants of surrounding property. No noxious or offensive activity shall be carried on upon any Unit, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any property adjacent to the Unit. There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of Properties.

Section 6. Unsightly or Unkempt Conditions. It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy or unkempt condition on his or her Unit. The pursuit of hobbies or other activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might tend to cause disorderly, unsightly, or unkempt conditions, shall not be pursued or undertaken on any part of the Properties.

Section 7. Antennas. No exterior antennas, aerials, or other apparatus for the transmission of television, radio or other signals of any kind shall be placed, allowed or maintained upon any portion of the Properties, including any Unit, without the prior written consent of the ARC. The Association shall have the right, without obligation, to erect an aerial, satellite dish, or other apparatus for a master antenna or cable system

for the benefit of all or a portion of the Properties, should any such master system or systems be utilized by the Association and require any such exterior apparatus.

Satellite dishes shall be permitted, upon approval in advance by the Board. All satellite dishes must be totally screened from view. The Board of Directors may adopt specifications concerning size, location, type and placement of satellite dishes.

Section 8. Basketball Equipment, Clotheslines, Garbage Cans, Tanks, Etc. All basketball hoops and backboards, clotheslines, garbage cans, above-ground tanks, and other similar items shall be located or screened so as to be concealed from view of neighboring Units, streets, and property located adjacent to the Unit. All rubbish, trash and garbage shall be regularly removed from the Unit and shall not be allowed to accumulate thereon.

Section 9. Subdivision of Units. No Unit shall be subdivided or its boundary lines changed except with the prior written approval of the Board of Directors of the Association. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations.

Section 10. Guns. The discharge of firearms within the Properties is prohibited. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types, regardless of size.

Section 11. Pools. No above-ground pools shall be erected, constructed or installed on any Unit. All pools shall be completely surrounded by a screen enclosure or fence approved by the ARC.

Section 12. Irrigation. No sprinkler or irrigation systems of any type which draw upon water from creeks, streams, rivers, lakes, ponds, wetlands, canals or other ground or surface waters within the Properties shall be installed, constructed or operated within the Properties unless prior written approval has been received from the ARC. All sprinkler and irrigation systems shall be subject to approval in accordance with Article X of this Declaration. Private irrigation wells are prohibited on the Properties.

Section 13. Tents, Trailers and Temporary Structures. Except as may be permitted by the ARC during initial construction of Units, no tent, utility shed, shack, trailer or other structure of a temporary nature shall be placed upon a Unit or any part of the Properties.

Section 14. Drainage and Septic Systems. Catch basins and drainage areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than the SLWSD may obstruct or rechannel the drainage flows after location and installation of drainage swales, storm sewers or storm drains. Septic systems are prohibited on the Properties.

Section 15. Tree Removal. No trees shall be removed without prior authorization from the ARC, including dead or diseased trees or those needed to be removed to promote the growth of other trees. For safety reasons, a fallen tree may be removed. Approval in accordance with Article X of this Declaration remains in effect.

Section 16. Site Distance at Intersections. All property located at street intersections shall be landscaped as so to permit safe sight across the street corners. No fence, wall, hedge or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem.

Section 17. Utility Lines. No overhead utility lines, including lines for cable services, shall be permitted within the Properties, except for temporary lines as required during construction and high voltage lines if required by law or for safety purposes.

Section 18. Air Conditioning Units. No window or other removable air conditioning units may be installed in any Unit, and no permanent through-wall units may be installed without approval of the ARC

Section 19. Lighting. Except for seasonal Christmas decorative lights, which may be displayed between December 1 and January 10 only, all exterior lights must be approved in accordance with Article X of this Declaration.

Section 20. Artificial Vegetation, Exterior Sculpture and Similar Items. No artificial vegetation shall be permitted on the exterior of any portion of the Properties. Exterior sculpture, fountains, flags and similar items must be approved in accordance with Article X of this Declaration.

Section 21. Energy Conservation Equipment. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as determined in the sole discretion of the ARC.

Section 22. Leasing of Units.

(a) Definition. "Leasing" for purposes of this Declaration, is defined as regular, exclusive occupancy of a Unit by any person or person(s) other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to a fee, service, gratuity, or emolument.

"Sale", for the purposes of this Declaration, is defined as any transfer of a legal or beneficial interest in the property, whether for consideration or not, by actual purchase, transfer, gift, inheritance or otherwise.

(b) Leasing Provisions.

(i) General. Units may be rented in their entirety no fraction or portion may be rented. There shall be no subleasing of Units or assignments of leases unless prior written approval is obtained from the Board of Directors. No transient tenants may be accommodated in a Unit. All leases shall be in writing and shall be for a term of no less than one (1) year. Units may be leased ONCE per year, except for unusual circumstances at which time the unit owner may present his case to the Board of Directors for review. Notice of any lease, together with such additional information as may be required by the Board, shall be given to the Board by the Unit Owner at least fourteen (14) days prior to the date of occupancy. The owner must make available to the lessee copies of the Declaration, Bylaws and the rules and regulations. The Association shall issue a certificate of occupancy or completion to the lessee, after receipt of all information required by the Board. The Association shall collect a reasonable fee, as determined from time to time by the Board of Directors, in connection with the review and processing of all leases.

(ii) Compliance with Declaration, By-Laws and Rules and Regulations. Every Owner shall cause all occupants of his or her Unit to comply with the Declaration, Bylaws and the rules and regulations adopted pursuant thereto, and shall be responsible for all violations and losses to the Common Areas caused by such occupants, notwithstanding the fact that such occupants of a Unit are fully liable and may be sanctioned for any violation of the Declaration, Bylaws and rules and regulations adopted pursuant thereto.

(c) Sale Provisions.

(i) Unit Owner shall notify the Board of Directors in writing of his intention to sell or otherwise transfer his Unit. A copy of the contract for sale, together with such additional information as may be required by the Board, shall be delivered to the Board of Directors at least thirty (30) days prior to the date of transfer. The Association may collect a reasonable fee, as determined from time to time by the Board of Directors, in connection with the review and processing of the Unit transfer. Within ten (10) days after receipt of all information required, the Association shall provide a certificate of approval. Issuance of the certificate may be conditioned on payment of any and all assessments or other outstanding balances due to the association. The certificate of approval must be recorded with the deed or other document transferring the unit.

(ii) It is not the intention of this Article to grant to the Association a right of approval or disapproval of purchasers or lessees. It is, however, the intent of this Article to impose an affirmative duty on the Owners to keep the Association fully advised of any changes in occupancy or ownership for the purposes of facilitating the management of the Association's membership records. As this Article is a portion of the Declaration which runs with the land, any transaction which is conducted without compliance with this Article may be voidable by the Association.

Section 23. Lakes and Water Bodies. All lakes, ponds and streams within the Properties shall be aesthetic amenities or for storm water management, and no other use thereof, including, without limitation, fishing, swimming, boating, playing, or use of personal flotation devices, shall be permitted. The Association shall not be responsible for any loss, damage or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds or streams within the Properties.

Section 24. Playground. Any playground or other play areas or equipment furnished by the Association or erected within the Properties, if any, shall be used at the risk of the user, and the Association shall not be held liable to any person for any claim, damage or injury occurring thereon or related to use thereof.

Section 25. Fences. No dog runs, animal pens or fences of any kind, including invisible electronic fences, shall be permitted on any Unit except as approved in accordance with Article X of this Declaration.

Section 26. Business Use. No trade or business may be conducted in or from any Unit, except that an Owner or occupant residing in a Unit may conduct business activities with the Unit so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Unit; (b) the business activity conforms to all zoning requirements for the Properties; (c) the business activity does not involve persons coming onto the Properties who do not reside in the Properties or door-to-door solicitation of residents of the Properties; and (d) the business activity is consistent with the residential character of the Properties and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security of safety of other residents of the Properties, as may be determined in the sole discretion of the Board.

The terms “business” and “trade”, as used in this provision, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than provider’s family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefore. Notwithstanding the above, the leasing of a Unit in accordance with Article XI, Section 22 hereof shall not be considered a trade or business within the meaning of this section.

Section 27. Hurricane/Storm Shutters. Any type of hurricane shutters/storm shutters must be pre-approved by the ARC. They may only be put in place when a hurricane watch for our area has been announced. Residents may leave hurricane shutters in place for up to fifteen (15) days after the hurricane passes the area. Upon written request by a resident, the fifteen (15) days may be extended at the discretion of the Board of Directors.

Hurricane shutter/storm shutters must remain completely out of view at all other times. Hurricane shutter devices are not to be used for security purposes. Any hardware permanently attached to the house must be painted to match the house.

Section 28. Entrance Gates. The entrances into portions of the Properties are controlled by access control gates. All costs associated with these gates are paid, as a neighborhood assessment, by those Neighborhoods to which access is controlled by the gates. Owners, lessees and other permanent occupants of units served by the gates shall comply with the following:

1) Owners, lessees and other permanent occupants of a unit must obtain an actuator for each vehicle registered to the unit's address. Up to two (2) actuators will be provided at no charge to each unit. Additional actuators required for a unit must be purchased at a price determined by the Board of Directors. All vehicle owners must provide a vehicle registration, driver's license and automobile tag number to obtain an actuator.

2) Actuators should be kept in the registered vehicle at all times and used to gain entrance through the gates. Actuators should not be utilized for vehicles other than the registered vehicle.

3) Actuators which are lost or damaged will be replaced by the Association at a charge established by the Board of Directors. Upon any change in the occupancy of a unit, the actuators registered for that unit must be transferred to the new occupants of the unit, pursuant to procedures established by the Board of Directors.

4) Owners, lessees and permanent occupants are responsible for any damages to the gates caused by an owner, lessee, permitted occupant or their guests or invitees.

Section 29. Street Lighting. The cost of street lighting on common areas outside individual neighborhoods is shared by all units within the association as a base assessment for common area expense. The cost of street lighting within an individual neighborhood is shared equally by the units within that neighborhood as a neighborhood assessment.

## Article XII General Provisions

Section 1. Term. The covenants and restrictions of this Declaration shall run with and bind the Properties, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Properties subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners, has been recorded within the year

preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same, in which case this Declaration shall be modified or terminated as specified therein.

Section 2. Amendment. This Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of the Directors representing seventy-five percent (75%) 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. Any amendment to be effective must be recorded in the public records of St. Lucie County, Florida.

If an Owner consents to any amendment to this Declaration or the By-Laws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third party will affect the validity of such amendment.

Section 3. Indemnification. The Association shall indemnify every officer, director and committee member against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director or committee member in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer, director or committee member. The officers, directors and committee members shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officer or director may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director or committee member, or former officer, director, or committee member may be entitled. The Association shall, as a common expense, maintain adequate general liability and officers' and directors' liability insurance to fund this obligation, if such insurance is reasonably available.

Section 4. Easements of Encroachment. There shall be reciprocal appurtenant easements of encroachment as between each Unit and such portion or portions of the Common Area adjacent thereto or as between adjacent Units due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary between each Unit and the adjacent portion of the Common Area or as between said adjacent Units, as the case may be, along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if



such encroachment occurred due to willful and knowing conduct on the part of an Owner, tenant, or the Association.

Section 5. Easements for Utilities, Etc. All easements shall be as shown on any Plat. All easements shall be as shown on any Plat.

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

The Board shall have, by a two-thirds (2/3) vote, the power to dedicate portions of the Common Area to St. Lucie County, the City of Port St. Lucie, or any other local, state, or federal governmental entity, subject to such approval requirements as may be contained in Article XIII, Section 2 of this Declaration. Notwithstanding the foregoing sentence, neither the Association nor any Member thereof shall take any action with respect to the Properties which is intended to remove or has the effect of removing the Properties from the jurisdiction of the City of Port St. Lucie, Florida.

Section 6. Easement for Golf Balls. Each Unit and the Common Area and the common property of any neighborhood is burdened with an easement permitting golf balls unintentionally to come upon the Common Area, Units or common property immediately adjacent to the golf course and for golfers at reasonable times and in a reasonable manner to come upon the Common Area, common property of a Neighborhood, or on foot, to the exterior portions of a Unit to retrieve errant golf balls. The existence of this easement shall not relieve golfers of liability for damage caused by errant golf balls.

Section 7. 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 8. Right of Entry. The Association shall have the right, but not the obligation, to enter into any Unit for emergency, security, and safety, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall be only during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter a Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board.

Section 9. Perpetuities. If any of the covenants, conditions, restrictions or other provisions of this Declaration shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of Elizabeth II, Queen of England.

Section 10. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five percent (75%) of the Board of Directors. In the case of such a vote, and notwithstanding anything contained in this Declaration or the Articles of Incorporation or By-Laws of the Association to the contrary, a Director shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of seventy-five percent (75%) of all Members of the Neighborhood represented by the Director. This Section shall not apply, however to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article X hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

Section 11. Cumulative Effect; Conflict. The covenants, restrictions, and provisions of this Declaration shall be cumulative with those of any Neighborhood Association and the Association may, but shall not be required to, enforce the latter; provided, however, in the event of conflict between or among such covenants and restrictions, and provisions of any Articles of Incorporation, By-Laws, rules and regulations, policies, or practices adopted or carried out pursuant thereto, those of any Neighborhood Association shall be subject and subordinate to those of the Association. The foregoing priorities shall apply, but not be limited to, the liens for assessments created in favor of the Association.

Section 12. Use of the Words "St. Lucie West Country Club Estates." No Person shall use the words "St. Lucie West Country Club Estates" or any derivative thereof in any printed or promotional material without the prior written consent of the Association. However, Owners may use the term "St. Lucie West Country Club Estates" in printed or promotional matter where such term is used solely to specify that particular property is located within St. Lucie West Country Club Estates.

Section 13. Cooperation with St. Lucie West Services District. The Association shall have the power, and is hereby authorized, to contract with and to cooperate with the SLWSD in order to ensure that their respective responsibilities are discharged. The Association is further authorized to act on behalf of its Members to ensure that the level of services provided by the SLWSD is consistent with the Community-Wide Standard.

Section 14 Supremacy of Master Declaration. In addition to all of the rights and obligations which have been conferred or imposed upon the Association pursuant to this Declaration, the By-Laws or the Articles of Incorporation, the Association shall be entitled to exercise any of the rights conferred upon it and shall be subject to all of the obligations imposed upon its pursuant to the Declaration of Covenants, Conditions and Restrictions for St. Lucie West Master Association and the By-Laws of St. Lucie West Master Association, Inc.

Section 15. Cable Services. Each residence constructed upon a Unit shall be constructed and fully wired (for connection to a cable system at the outside edge of the residence) for not less than four (4) cable outlets in accordance with precise specifications, as promulgated and as may be revised from time to time by the ARC. Each Unit Owner shall have the obligation to remit to the Association a monthly charge for basic cable services, which charge may be part of the assessments levied on the Unit and may be collected in the manner provided for assessments in Article IX hereof. If the Association is or becomes a party to an agreement for single bill ("bulk") service, such bulk rate charges shall be a Common Expense to be included in the Base Assessment levied on all Units, and may be collected by the Association in the manner provided for assessments in Article IX hereof. To the extent that a bulk rate service arrangement is not available to Owner, Owner shall have the obligation to remit cable charges directly to the cable company.

### Article XIII Mortgagee Provisions

The following provisions are for the benefit of holders of first Mortgages on Units in the Properties. The provisions of this Article apply to both this Declaration and to the By-Laws, notwithstanding any other provisions contained therein.

Section 1. Notices of Action. An institutional holder, insurer, or guarantor of a first Mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Unit 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 Properties or which affects any Unit 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 Unit subject to the Mortgage of such eligible holder, 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 Unit of any obligation under the Declaration or By-Laws of the Association which is not cured within sixty (60) days;

(c) any lapse, cancellation, or material modification of any insurance policy maintained by the Association; or

(d) any proposed action which would require the consent of a specified percentage of eligible holders.

Section 2. Special FHLMC Provision. So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least two-thirds (2/3) of the first Mortgagees or Voting Members representing at least two-thirds (2/3) of the total Association vote entitled to be cast thereon consent, the Association shall not:

(a) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer all or any portion of the real property comprising the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);

(b) change the method of determining the obligations, assessments, dues, or other charges which may be levied against an Owner of a Unit (A decision, including contracts, by the Board or provisions of any declaration subsequently recorded on any portion of the Properties regarding assessments for Neighborhoods or other similar areas shall not be subject to this provision where such decision or subsequent declaration is otherwise authorized by this Declaration.);

(c) by act or omission change, waive, or abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Units and of the Common Area (the issuance and amendment of architectural standards, procedures, rules and regulations or use restrictions shall not constitute a change, waiver, or abandonment within the meaning of this provision.);

(d) fail to maintain insurance, as required by this Declaration; or

(e) use hazard insurance proceeds for any Common Area losses for other than the repair, replacement or reconstruction of such property.

First Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first Mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

Section 3. No Priority. No provision of this Declaration or the By-Laws gives or shall be construed as giving any Owner or other party priority over any rights of the first

Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation award for losses to or a taking of the Common Area.

Section 4. Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any Mortgage encumbering such Owner's Unit.

Section 5. Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of their respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may cause an amendment to this Article to be recorded to reflect such changes.

Section 6. Applicability of Article XIII. Nothing contained in this Article shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, By-Laws or Florida law for any of the acts set out in this Article.

Section 7. Failure of Mortgagee to Respond. Any Mortgagee 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 Mortgagee within thirty (30) days of the date of the Association's request.

#### Article XIV Country Club

Section 1. Conveyance of Country Club. All persons, including all Owners, are hereby advised that no representations or warranties have been or are made with regard to the continuing ownership or operation of the golf course and related facilities (including, but not limited to, a starter clubhouse with a pro shop and golf cart storage area and parking facilities) ("Country Club") as depicted upon the Master Land Use Plan, and no purported representation or warranty in such regard, either written or oral, shall ever be effective without an amendment hereto executed or joined into by the Country Club owner.

Section 2. Rights of Access and Parking. Notwithstanding anything to the contrary herein, the owners of the Country Club and its members (regardless of whether such members are Owners hereunder), their guests, employees, agents, contractors, designers and members of the general public using the Country Club and related golf, tennis, dining and other facilities, shall at all times have a right and non-exclusive easement of access and use over S.W. Country Club Drive and Mockingbird Drive reasonably necessary to provide access to the Country Club and, further, over those portions of the Properties, the Common Areas, S.W. Country Club Drive and Mockingbird Drive reasonably necessary to the use, operation, maintenance, repair and replacement of the Country Club and related golf, tennis, dining and other facilities. Without limiting the generality of the foregoing, members of the public attending tournaments and functions at the Country Club shall have the right to park their vehicles

on S.W. Country Club Drive, Mockingbird Drive and the roadways (excluding St. Lucie West Boulevard) located throughout the Properties at reasonable times before, during and after golf tournaments and other functions held by/at the Country Club.

Section 3. Assessments. In consideration of the fact that the Country Club will perform certain functions within the Properties which will be of benefit to the community at large, the costs of which may not be allocable, neither the Country Club nor any of its property shall be subject to assessment hereunder or under any declaration or similar document creating any Neighborhood Association within the Properties. The foregoing shall not, however, prohibit the Association from entering into a contractual arrangement or covenant to share costs with the Country Club whereby the Country Club will contribute funds for, among other things, a higher level of Common Area maintenance.

Section 4. Architectural Control. Neither the Association, the ARC, nor any Neighborhood Association or Committee or board thereof, shall approve or permit any construction, addition, alteration, change, or installation on or to any portion of the Properties which is adjacent to, or otherwise in the direct line of sight from the Country Club for the depth of one building lot, without giving the Country Club at least fifteen (15) days' prior notice of its intent to approve or permit same together with copies of the request therefore and all other documents and information finally submitted in such regard. The Country Club shall then have fifteen (15) days to approve or disapprove the proposal in writing delivered to the appropriate committee or association, stating in detail the reasons for any disapproval. The failure of the Country Club to respond to the aforesaid notice within the fifteen (15) day period shall constitute a waiver of the Country Club's right to object to the matter so submitted. This Section shall also apply to any work on the Common Areas hereunder or any common property or common elements of a Neighborhood Association, if any.

Section 5. Limitations on Amendments. In recognition of the fact that the provisions of this Article are for the benefit of the Country Club, no amendment to this Article, and an amendment in derogation hereof to any other provisions of this Declaration, may be made without the written approval thereof by the owner(s) of the Country Club, or in the case of a corporate owner, by its board of directors.

Section 6. Jurisdiction and Cooperation. It is the Association's intention that the Association and the Country Club shall cooperate to the maximum extent possible in the operation of the Properties and the Club. Each shall reasonably assist the other in upholding the Community-Wide Standard as it pertains to maintenance and the Community Development Code and Land Use Standards.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this \_\_\_\_ day of \_\_\_\_\_, 2016.

WITNESSES:

St. Lucie West Country Club Estates Association, Inc.

\_\_\_\_\_  
Witness #1 Signature

By: \_\_\_\_\_  
Gregg Ney, President

\_\_\_\_\_  
Witness #1 Printed Name

\_\_\_\_\_  
Witness #2 Signature

\_\_\_\_\_  
Witness #2 Printed Name

\_\_\_\_\_  
Witness #1 Signature

By: \_\_\_\_\_  
Mary Ann Russell, Secretary

\_\_\_\_\_  
Witness #1 Printed Name

\_\_\_\_\_  
Witness #2 Signature

\_\_\_\_\_  
Witness #2 Printed Name

**Corporate Seal**

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by Gregg Ney as President of St. Lucie West Country Club Estates Association, Inc., [ ] who is personally known to me or [ ] who has produced identification [Type of Identification: \_\_\_\_\_].

**Notary Seal**

\_\_\_\_\_  
Notary Public  
Commission Stamp/Seal:

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016 by Mary Ann Russell as Secretary of St. Lucie West Country Club Estates Association, Inc., [ ] who is personally known to me **or** [ ] who has produced identification [Type of Identification: \_\_\_\_\_].

**Notary Seal**

\_\_\_\_\_  
Notary Public  
Commission Stamp/Seal: