

DECLARATION OF PROTECTIVE COVENANTS FOR
GULFSTREAM VILLAS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned declarant, TREASURE COAST SERVICE CORPORATION, a Florida corporation, is the Owner and Developer of certain property to be hereinafter known and referred to as "GULFSTREAM VILLAS", located in the City of Fort Pierce, St. Lucie County, Florida, and more particularly described as follows:

Lots 1 through 13, both inclusive, less the North 30 feet of Lots 9 through 13, Block 5; Lots 1 through 13, both inclusive, less the North 30 feet of Lots 9 and 13, Block 6; Lots 1 through 13, both inclusive in Block 10; Lots 1 through 13, both inclusive, in Block 11, OCEAN VIEW SUBDIVISION, according to the plat thereof recorded in Plat Book 6, page 61, public records, St. Lucie County, Florida;

W I T N E S S E T H :

WHEREAS, Declarant intends to develop the above described real property in four separate construction phases, the first of which is now substantially complete comprehending the following described real property, being part of the property described above:

PHASE I: Lots 1 through 13, Both inclusive, less the North 30 feet of Lots 9 through 13, Block 5, OCEAN VIEW SUBDIVISION, as per plat thereof recorded in Plat Book 6, page 61, public records of St. Lucie County, Florida

and

WHEREAS, the real property last above described has been developed by constructing thereon five (5) buildings, each containing four (4) townhouse residence units to be owned and occupied solely by four (4) single families living independently of each other; and

WHEREAS, Declarant intends similarly to develop future phases by constructing townhouse dwelling units upon the following described real property:

PHASE II: Lots 1 thru 13, both inclusive, less the North 30 feet of Lots 9 and 13, in Block 6;

PHASE III: Lots 1 thru 13, both inclusive, Block 10; and

PHASE IV: Lots 1 thru 13, both inclusive, Block 11

all in OCEAN VIEW SUBDIVISION, as per plat thereof on file in Plat Book 6, page 61, public records of St. Lucie County, Florida.

and intends to amend these protective covenants to embrace and encumber such additional phases; provided, however, that this Declaration shall not be construed to compel Declarant to develop said future phases or to amend this Declaration to embrace and encumber same; and

WHEREAS, this Declaration is now intended to embrace and encumber only Gulfstream Villas, Phase I, more fully described above, but Declarant intends hereby to reserve the right to amend this Declaration to add future Phases II, III and IV.

NOW, THEREFORE, the premises stated, Declarant hereby makes the following Declaration of Protective Covenants for the Gulfstream Villas, Phase I real property, specifying this Declaration to constitute a covenant running with said land binding upon the undersigned, and upon all persons deraining title through the undersigned, and declaring these covenants to be for the benefit of, and limitation upon, all present and future owners of said real property, or any part thereof.

1. All of the real property comprehending Gulfstream Villas, Phase I, upon which there is situate no building shall be known as common property. Such common property shall include, but not necessarily be limited to, all driveways and parking areas, covered and uncovered, all walkways, footpaths, green areas and landscaped areas. Such common property shall not include, however, the patio areas described as part of each townhouse unit. This common property has been, or shall be, conveyed to Gulfstream Villas Owners Association, Inc., a corporation not for profit organized under the laws of the State of Florida, hereinafter referred to as "Association". The Association shall own, maintain and manage the common property for the benefit of all townhouse unit owners of Gulfstream Villas, Phase I, pursuant to these protective covenants, the Charter and By-Laws for the Association, and the Rules and Regulations duly promulgated from time to time by the Association.

2. Each townhouse unit owner, upon the acceptance and recording of the deed of conveyance to his unit, shall automatically become a member of Gulfstream Villas Owners Association, Inc. As a member of such Association, said owner agrees to be, and shall be, governed by the Charter, By-Laws, and Rules and Regulations of the Association duly promulgated from time to time.

3. Each owner of a townhouse unit at Gulfstream Villas shall own his unit in fee simple absolute. Each unit has been, or will be, created and separately described pursuant to a Declaration of Party Facilities filed among the public records of St. Lucie County, Florida.

4. In order to maintain a community of interest, to assure a uniformly pleasing exterior appearance, and to maintain the exterior integrity of all buildings of which the separate units of Gulfstream Villas are a part, the Association shall be, and is, charged with primary responsibility for maintenance in quality condition at all times of the exteriors of all walls, fascia and soffit, roofs, and fencing of all buildings containing separate units. All maintenance of building exteriors, including painting, replacement of defective materials, roof repairs, recoating or repainting, shall be accomplished in a uniform manner for each building, and the cost thereof allocated equally by the Association to the owners of units of such building. No unit owner shall in any way deface or modify the exterior structure or appearance of his unit, including its patio and fence, or of his unit's building without the approval of the Association first had and obtained. In the event of unauthorized defacement or modification, whether negligent or willful, the responsible unit owner shall have thirty (30) days from his receipt of written notice from the Association directing cure to accomplish said cure at his expense, but pursuant to the specifications of the Association. In the further event that casual or emergency exterior repairs or maintenance must be accomplished, not common to the building as a whole, but rather to one or more units thereof, and whether or not the same be necessitated by, or arise out of, the unit owners' use of the dwellings, and it is determined by the Association, in its discretion, that such repairs or maintenance should properly be the responsibility of said unit owner or owners at his or their expense, then such unit owner(s) similarly shall have 30 days from receipt of written notice to accomplish such repair or maintenance at his or their expense, but pursuant to the specifications of the Association. If a unit owner receiving notice fails to cure the condition specified by the Association, the Association may contract to have such work performed and may charge such unit owner accordingly based upon the invoices for work performed provided by the contractor(s) selected by the Association and for the expense to the Association of contracting for and administering the work. If any unit owner shall neglect or refuse to pay his costs of maintenance and repair, or share thereof, and if such unit owner shall give, or shall have given a mortgage or mortgages upon his unit, then his mortgagee shall have the full right at its option to pay the sums properly owed and to add said sum to the outstanding balance of such mortgage(s), provided said sum is not promptly reimbursed to said mortgagee(s) by the unit owner. Further, such negligent or willful refusal to pay by a mortgagor-unit owner is hereby declared to constitute "waste of security" for purposes of any clause prohibiting the same appearing as part of the mortgage given by said unit owner.

5. Liability, property and casualty insurance shall be maintained at all times by the Association for the common property owned by it. Property and casualty insurance for all buildings and their component townhouse units shall be maintained by and through the Association, and the Association shall maintain such other insurance as it determines from time to time to be required or desirable. The named insured on each such policy of insurance shall be the Association, individually and as agent for each townhouse unit owner without naming them. Provision will be made by the Association for the issuance of mortgagee endorsements and memoranda of insurance to mortgagees of townhouse unit owners. All policies of insurance will provide that payments by the insurer for losses will be made to the Association, and by the acceptance and recording of his deed of conveyance, each townhouse unit owner shall be deemed to have designated the Association as his agent and attorney-in-fact for the collection of all proceeds of insurance and for the disbursements thereof pursuant hereto.

The buildings containing separate townhouse units and the improvements upon the common lands shall be insured by the Association in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and any personal property appurtenant to the common property will be insured for its value as determined by the Association. Such coverage will afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and such other risks as from time to time will be customarily covered with respect to buildings or improvements similar in construction, location and use as the buildings containing separate townhouse units and the other improvements on the common lands, including but not limited to vandalism and malicious mischief.

The Association shall hold the proceeds of insurance for the benefit of the townhouse unit owners suffering loss and their mortgagees as follows: Proceeds on account of damage to the common property or its appurtenances shall be held in undivided equal shares for each townhouse unit owner and his mortgagees, if any. Proceeds on account of damage to townhouse units will be held for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner, which cost will be determined by the Association. In the event a mortgagee endorsement has been issued for a townhouse unit, the share of the unit owner will be held for the mortgagee and the unit owner as their interests may appear; provided, however, that no mortgagee will have any right to apply or have applied in reduction of the mortgage debt any insurance proceeds except by way of distribution of such proceeds being made to the unit owner and mortgagee as hereinafter provided.

Unless it be determined to terminate this Declaration and the Association, the Association shall in all events disburse proceeds of insurance on account of damage to common lands and common property in repair or replacement thereof. Any deficiency in insurance proceeds to restore and repair said common lands or property to their condition before loss shall be equally allocated among the townhouse unit owners, and collected by the Association as herein provided. If the proceeds of insurance exceed the cost of repair or replacement, such excess proceeds shall be disbursed in equal shares to the townhouse unit owners and their mortgagees, as their interests may appear. Similarly, in the case of damage to a building or buildings and the separate townhouse units of which they are composed, the proceeds of insurance held for the benefit of such unit owners shall be disbursed by the Association to repair

said building or buildings and their appurtenant units. If the proceeds of insurance are insufficient for said restoration or repair, the additional cost will be allocated among those townhouse unit owners who own the damaged units and such cost allocation will be in proportion to the cost of repairing the damages suffered by each unit owner as determined by the Association. Similarly, any excess proceeds of insurance will be distributed among those townhouse unit owners who own the damaged units, such distribution to be in proportion to the cost of repairing the damage suffered by each such unit owner as determined by the Association.

If it is determined to terminate this Declaration and the Association and not to restore and repair the damaged property, then, and immediately prior to such termination, the Association shall disburse to the unit owners and their mortgagees, as their interests may appear, all proceeds of insurance in the shares in which such proceeds are held for said unit owners as determined herein.

Each townhouse unit owner may obtain insurance coverage at his expense for the personal contents of his unit, any improvements made to the interior of his unit, and for his personal liability and living expenses in the event of loss.


6. The Association will be billed annually by the tax collector in and for St. Lucie County, Florida, for ad valorem real property taxes upon the common property owned by the Association. Each townhouse unit owner shall be responsible for an equal share of said tax. The Association shall bill to and collect from each townhouse unit owner his equal share of said tax as hereinafter provided. Each unit owner will be billed annually by said Tax Collector for ad valorem real property taxes on his individually-owned townhouse unit.

7. All charges and expenses to be billed to and collected from townhouse unit owners, whether jointly or severally, shall be billed in installments and collected in accordance with the Association's Charter, Bylaws and this Declaration. The Association shall bill each unit owner in installment amounts reasonably calculated to pay, or to create reserves for payment, of all common expenses including, but not necessarily limited to, repairs and maintenance to common property and to the exteriors of buildings, annual taxes and annual insurance premiums. In the discretion of the Association there may be added to each installment billing a sum reasonably calculated to create reserves to defray the expense to, or financial impact upon, the Association caused by unit owners who default in payment of their installment billings.

All installment billings to townhouse unit owners which are paid on or before ten days after the date when due will not bear interest, but all sums not paid on or before ten days after the date when due will bear interest at the rate of 10% per annum from the date due until paid. All payments upon account will be first applied to interest and then to the installment billings first due. The Association shall have a lien upon each townhouse unit and upon all tangible personal property located within each such unit for any unpaid installment billings made to such unit owner, together with interest. Reasonable attorney's fees incurred by the Association incident to the collection of such installment billings or the enforcement of

the lien created hereby, together with all sums advanced and paid by the Association for taxes and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien hereunder, will be payable by the townhouse unit owner and secured by such lien.

8. Where the mortgagee of an institutional first mortgage of record acquires title to a townhouse unit as a result of the foreclosure of said mortgage, or where others acquire title as a result of such foreclosure, or where said mortgagee accepts a deed to a townhouse unit in lieu of foreclosure, such acquirer of title, his heirs, executors, legal representatives, successors and assigns, will not be liable for installment billings previously charged and assessed by the Association pertaining to such townhouse unit and its former owner which became due prior to such acquisition of title. Such unpaid share will be deemed to be a common expense, collectible from all of the townhouse unit owners, including such acquirer of title, his heirs, executors, legal representatives, successors and assigns.

 9. The parking spaces to be owned and maintained by the Association as common property shall be subject to assignment by the Association to each townhouse unit owner at the time he acquires title to his unit. No more than one covered and one uncovered parking space shall be assigned per unit, and once assigned the same shall be deemed appurtenant to the unit conveyed. Subsequent conveyances or leases of the unit shall carry with them the right of use of said parking spaces.

10. Each townhouse unit owner shall have perpetually the full and free right to the use and enjoyment of all of the common property owned by the Association. This shall include, but not be limited to, a right of ingress and egress over all of the common property. This right of ingress and egress throughout the common property shall also extend to all guests and invitees of unit owners.

11. All mortgagees of townhouse units shall specifically have a right of access to all of the common property for the purpose of ingress and egress to any and all townhouse units upon which they hold mortgages.

12. Easements are specifically provided and reserved throughout the common property for any and all necessary utility services, including but not limited to electric, water, telephone, and cable television that may be necessary now, or in the future, such easements to be in addition to any reflected upon any survey or plot plan for Gulfstream Villas now appearing among the public records of St. Lucie County, Florida, or filed subsequent hereto.

13. The undersigned Declarant shall retain control of the Association until all improvements contemplated for the Gulfstream Villas Development have been completed and all sales closed, until five (5) years from the date hereof, or until such time as the undersigned Declarant elects to terminate its control of the Association, whichever shall first occur. During such period of Association control the undersigned Declarant reserves the right to amend this Declaration to embrace and encumber hereby future phases of Gulfstream Villas, or for any other reason, without the requirement of joinder of any townhouse unit owners holding under Declarant.

14. These covenants shall be deemed to run with the land and shall be binding upon all parties and all persons claiming under the

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for a period of 20 years from the date of their recording, after which time they shall be extended automatically for a successive period of 10 years unless terminated. Following the relinquishment of control of the Association by the Declarant, this Declaration shall be amendable or terminable in the same fashion provided for amendment of the Charter or By-Laws of the Association. Such termination, if coupled with a dissolution of the Association, shall be preceded by a good and sufficient conveyance of the common property to all of the then record owners of townhouse units in Gulfstream Villas, such unit owners to acquire, own and hold said common property in undivided equal shares.

15. Enforcement of this Declaration of Protective Covenants shall be by action against any person or persons violating or attempting to violate any covenant(s), either to restrain violation or to recover damages. The party bringing the action, including the Association, shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his attorney. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

16. The following use restrictions and regulations shall be adhered to by each townhouse unit owner in Gulfstream Villas:

✓ (a) No owner, or lessee or guest of owner, shall make or permit any disturbance that will interfere with the rights, comforts, or conveniences of others.

(b) Pets may be kept in units of Gulfstream Villas only pursuant to rules and regulations promulgated by the Association. A pet permission agreement may be required as a condition of the keeping of a pet. Offensive pets may be removed by the Association after notice to the owner. In the event legal proceedings are necessitated to effectuate such removal, the prevailing party shall be entitled to recover the costs of proceedings and reasonable attorney's fees. Pets shall be restricted to no more than one pet per dwelling. A pet shall mean a dog or cat which shall not exceed 20 pounds in weight.

(c) Pets shall be kept on a leash at all times when out of doors. They shall not be walked or exercised on grass other than that immediately surrounding the unit owner's patio. The owner of each pet shall be required to clean up after the pet in order to properly maintain the common property.

(d) Trash and garbage shall be placed in receptacles. All trash and garbage, except newspapers, shall be placed in plastic bags and tied securely before being placed in receptacles. In no event shall trash or garbage be placed outside of receptacles.

(e) Upon the resale of any townhouse unit, the new owner shall notify the Association of the change of ownership within ten (10) days of closing and shall deliver to Association a copy of his deed so that the name and proper mailing address of the new owner may be noted upon the records kept by the Association.

(f) Outdoor bar-b-que cookers or smokers shall be used within fenced patio areas only.

(g) No clothes or similar articles shall be hung out of doors for any purpose whatsoever, except within the unit owner's fenced patio below the height of the fence.

(h) Bicycles, toys or clutter shall at no time be left outside of fenced patio areas. Such items so left shall be subject to impoundment pursuant to rules and regulations promulgated by the Association.

(i) There shall be no assembling or disassembling of motor vehicles upon any of the common property of Gulfstream Villas except for repairs to disabled vehicles such as the changing of tires or batteries.

(j) Pursuant to regulations of the Association, the parking of trucks, vans, motorcycles, boats, trailers, motor homes, buses and other such vehicles overnight upon the common property of Gulfstream Villas may be disallowed or restricted. All motor vehicles must be parked and maintained so as not to create an eyesore in the community.

(k) Owners or their lessees shall be held responsible by the Association for all property damage to common areas caused by them or their dependents or guests.

(l) No signs of any kind may be displayed on or in any exterior portion of the dwelling units, the fenced patio area, the windows of the dwelling units, or any of the common areas.

(m) Unit owners may install hurricane shutters when necessary. However, such shutters cannot be permanent and must be the type that can be installed only when needed due to a storm and can be completely removed and stored elsewhere thereafter.

(n) Each townhouse unit is equipped with cable television installation, and in no event shall T.V. or radio antennas be permitted upon the exteriors of any buildings or units.

IN WITNESS WHEREOF, the Declarant has caused this Declaration of Protective Covenants to be executed in its corporate name, and its corporate seal to be hereunto affixed, this 12th day of August 1978.

WITNESSES:

Harvey A. Arnd

Christine R. Dees

TREASURE COAST SERVICE CORPORATION,
a Florida corporation

By Nels E. Hallstrom
Nels E. Hallstrom, President

Attest: Thomas A. Driscoll
Thomas A. Driscoll, Secretary

Corporate
Seal

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared NELS E. HALLSTROM and THOMAS A. DRISCOLL, well known to me to be the President and Secretary, respectively, of TREASURE COAST SERVICE CORPORATION, a Florida corporation, named as Declarant in the foregoing Declaration,

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and they acknowledged executing the foregoing instrument in the presence of two subscribing witnesses, freely and voluntarily, under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 12th day of August 1978.

Nancy A. Gray
Notary Public
State of Florida at Large
My commission expires 9-17-80

Notary Public, State of Florida
My Commission Expires 9-17-80
Bonded By Reserve Guaranty Co.

9-1-79

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FILED AND RECORDED
ST. LUCIE COUNTY FLA.
ROGER POITRAS
CLERK CIRCUIT COURT
NOT VERIFIED

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FEE, KOBLEGARD & TEEL, P. A.
ATTORNEYS AT LAW
POST OFFICE BOX 1000
FORT PIERCE, FLORIDA 33450
TELEPHONE: (305) 461-5020

BOOK 292 PAGE 2163

AMENDMENT TO
DECLARATION OF PROTECTIVE COVENANTS FOR
GULFSTREAM VILLAS

Adding Construction Phase II

KNOW ALL MEN BY THESE PRESENTS that the undersigned Declarant, TREASURE COAST SERVICE CORPORATION, a Florida corporation, is the Owner and Developer of certain property known and referred to as "GULFSTREAM VILLAS, Phase II", located in Fort Pierce, St. Lucie County, Florida, and more particularly described as follows:

Lots 1 through 13, both inclusive, Block 10, OCEAN VIEW SUBDIVISION, as per plat thereof recorded in Plat Book 6, page 61, public records of St. Lucie County, Florida;

LESS AND EXCEPTING therefrom the following:

Commencing at a concrete monument at the Northwest corner of Block 10, OCEAN VIEW SUBDIVISION, as per plat thereof recorded in Plat Book 6, page 61, public records of St. Lucie County, Florida; run Southeasterly on the East right of way line of Seventh Court 114.90 feet, more or less, to point of beginning; then on a back angle of 71°58'45" turned to the left run Easterly 135.52 feet, more or less, to a point; then on a back angle of 90° turned to the right run Southerly 60 feet, more or less, to a point; then on a back angle of 90° turned to the right run 116 feet, more or less, to the East right of way line of Seventh Court; then run Northwesterly along said East right of way line 116 feet, more or less, to the point of beginning.

W I T N E S S E T H :

WHEREAS, Declarant has heretofore executed and filed a Declaration of Protective Covenants for Gulfstream Villas dated August 12, 1978, recorded in O.R. Book 292, page 2155, public records of St. Lucie County, Florida, which declaration described a parcel in gross then owned by Declarant and specified an intention to develop said parcel in four construction phases by erecting thereon buildings containing townhouse dwelling units capable of separate ownership; and

WHEREAS, the second of such construction phases is now substantially complete, with four buildings each containing four townhouse units having been erected on the real property more particularly described above; and

WHEREAS, the Declaration of Protective Covenants heretofore recorded in O.R. Book 292, page 2155 to initially encumber the first construction phase of Gulfstream Villas reserved unto Declarant the right to amend the same to include and encumber the remaining lands of Declarant reserved for future construction phases; and

WHEREAS, Declarant wishes to so amend said declaration to cause it to include and encumber the real property comprehending and known as "Gulfstream Villas, Phase II" as hereinabove more particularly described;

NOW, THEREFORE, the premises stated, Declarant hereby declares that the Declaration of Protective Covenants for Gulfstream Villas, Phase I, recorded in O.R. Book 292, page 2155 of the public records of St. Lucie County, Florida, shall be deemed amended to include and encumber the real property comprehending Gulfstream Villas, Phase II, as herein described, and that all references to Gulfstream Villas, Phase I appearing in said Declaration shall hereafter be construed to include Gulfstream Villas, Phase II, such that said declaration shall constitute a covenant running with said land, binding upon the undersigned and on all persons deriving title through the undersigned, for the benefit of, and as a limitation upon, all present and future owners of said land, or any part thereof.

IN WITNESS WHEREOF, the Declarant has caused this Amendment to Declaration of Protective Covenants to be executed in its corporate name and its corporate seal to be hereunto affixed this 27th day of June 1980.

WITNESSES:

Stephen C. Teel

Christine Fowler

TREASURE COAST SERVICE
CORPORATION

By Michael J. Brown
Michael J. Brown,
President

Attorn: Thomas A. Driscoll
Thomas A. Driscoll,
Secretary

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THIS INSTRUMENT PREPARED BY:
Frank H. Fee, III, Esquire, of
Fee, Koblegard & Teel, P.A.,
P. O. Box 1000
Fort Pierce, Florida 33450


FEE, KOBLEGARD & TEEL, P. A.

ATTORNEYS AT LAW
POST OFFICE BOX 1000
FORT PIERCE, FLORIDA 33450
TELEPHONE (888) 461-8820 BOOK 334 PAGE 147

STATE OF FLORIDA
COUNTY OF ST. LUCIE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared MICHAEL J. BROWN and THOMAS A. DRISCOLL, well known to me to be the President and Secretary, respectively, of TREASURE COAST SERVICE CORPORATION, a Florida corporation, named as Declarant in the foregoing Amendment to Declaration, and they acknowledged executing the foregoing instrument in the presence of two subscribing witnesses, freely and voluntarily, under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 27th day of June 1980


Reanne M. McDonald
Notary Public
State of Florida at Large
My commission expires 5-1-84

THIS INSTRUMENT PREPARED BY:
Frank H. Fee, III, Esquire, of
Fee, Koblehard & Teel, P.A.
401-A South Indian River Drive
(P. O. Box 1000)
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(305) 461-5020

1980 JUN 30 PM 2:22

FILED AND RECORDED
ST. LUCIE COUNTY, FLA.
ROGER PORTAS
CLERK CIRCUIT COURT
RECORDED VERIFIED 28

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