

EXHIBIT "C"

DECLARATION OF PARTY FACILITIES FOR  
ST. LUCIE GARDENS  
ST. LUCIE, COUNTY, FLORIDA

THIS DECLARATION, made on the date hereinafter set forth by LANDIN COMPANIES, who shall be herein referred to as "Developer" for themselves, their successors, grantees and assigns.

W I T N E S S E T H :

WHEREAS, Developer, is the owner of certain real property (the "Property") known as ST. LUCIE GARDENS, as described in the DECLARATION OF COVENANTS AND RESTRICTIONS FOR ST. LUCIE GARDENS, to which this Declaration is attached as Exhibit "C", situated and being in St. Lucie County, Florida; and

WHEREAS, Developer is desirous of constructing upon the aforesaid Property separated buildings containing two (2) separate Living Units connected by common or "party" walls; and

WHEREAS, each such Living Unit within each such building is designed to be occupied solely by single families living independently of each other; and

WHEREAS, each such Living Unit will share a common or "party" wall separating such Living Unit from the adjacent Living Unit, the location of same being depicted upon the Plat of ST. LUCIE GARDENS as recorded in Plat Book 29, at Page 17, 17A and 17B of the Public Records of St. Lucie County, Florida, and as shown upon Schedule "A" which is attached hereto: and

WHEREAS, Developer is desirous of declaring each of the above-described walls to be a Party Wall; and

WHEREAS, Developer is further desirous of setting forth the respective rights and duties of the purchasers, including their heirs, assigns, successors, and grantees, of the Living Units pertaining to said Party Walls; and

WHEREAS, it is Developer's intent that this Declaration of Party Facilities be construed to create a covenant running with the land;

NOW, THEREFORE, it is hereby declared that upon the completion of each of the separate Living Units to be constructed on the Property;

1. DEFINITIONS. Unless otherwise stated, all of the terms used herein shall have the same meanings respectively ascribed to them in the DECLARATION OF COVENANTS AND RESTRICTIONS FOR ST. LUCIE GARDENS.
2. The common walls shared by the Living Units, as shown on Schedule "A" which is attached hereto and made a part hereof, shall be Party Walls for successors and grantees of each such Living Unit.

3. In the event of damage or destruction of the Party Wall (s) from any cause whatsoever, other than the negligence or willful misconduct of an Owner, the adjoining Living Unit Owners ("Owners") shall, at their joint expense, repair and rebuild said Party Wall (s). Each Owner shall have the right to full use as herein contained of said Party Wall (s) repaired or rebuilt. In the event it shall become necessary or desirable to perform maintenance on the whole or any part of the Party Wall (s), such expense shall be shared equally by the Owners of adjoining Living Units. Whenever such Party Wall or any part thereof shall be rebuilt, it shall be erected in the same manner and at the same location as initially constructed and shall be of the same size and of the same or similar materials and of like quality. Provided, that if such maintenance, repair, or construction is brought about solely by the neglect or with willful misconduct of one (1) Owner, any expense incidental thereto shall be borne solely by such Owner. If an Owner shall refuse to pay his share of such cost or all of such cost in the case of negligence or willful misconduct, the Association may have such Party Wall repaired or reconstructed and shall be entitled to a lien on the Living Unit of the Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement cost plus the amount of damages, if any, together with reasonable attorneys' fees incurred. If any Owner shall give, or shall have given, a mortgage or mortgages upon his Unit, then the mortgagee shall have the full right at his option to exercise the rights of his mortgagor as Owner hereunder and, in addition, the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repair hereunder and not reimbursed to said mortgagee by the Owner. Any Owner making use of the Party Wall shall do so in such a manner as to preserve all rights of the adjacent Owner in the Party Wall and shall hold the adjacent Owner and the Association harmless from all damage caused thereby to improvements then existing. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Living Unit (s) shall not be deemed a trespass as long as the repairs and reconstruction shall be done in an expedient and workmanlike manner, consent being hereby given to enter on the adjacent Unit (s) to effect necessary repairs and reconstruction.
4. The Owner sharing a Party Wall with the adjoining Living Unit shall not possess the right to cut windows or other openings in the Party wall, nor make any alterations, additions, or structural changes in the Party Wall.
5. Each Owner shall have the right to the full use of said Party Walls for whatever purposes he chooses to employ, subject to the limitation that such use shall not infringe on the rights of the adjoining Owner or his enjoyment of the Party Walls in any manner or in any manner impair the value of the Party Walls.
6. Each common wall to be constructed on the Property is to be and remain a Party Wall for the perpetual use and benefit of the respective Owners, their heirs, assigns, successors, and grantees, said Living Units being conveyed subject to this condition, and this condition shall be construed to be a covenant running with the land.
7. So long as there shall be a mortgage or mortgages upon any Unit, this agreement shall not be modified, abandoned, or extinguished without the consent of such mortgagee (s), and acquisition of one (1) Owner's Living Unit by any of the other Owners shall not operate to render this instrument void, useless, or extinguished without the written approval of the holder of any then outstanding mortgage.
8. There is hereby granted as easement, wherever necessary, to those companies or other entities furnishing utility services of any kind (including & Cable TV) to ST. LUCIE GARDENS and/or the Living Units, for the purpose of installation and maintaining such utility lines and to allow centralized meters on the exterior wall (s) of any Living Unit. Such easement shall also run in favor of the Association which shall maintain and repair or replace such utility lines, as a common expense if required.

IN WITNESS WHEREOF, The Developer has executed this instrument the 15th day of October, 1991.

CARL W. JOHNSON D/B/A  
LANDIN COMPANIES

By: *Carl W. Johnson*  
Carl W. Johnson

*Deborah P. Brady*  
*M. Keith King*

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 15<sup>th</sup>  
day of October, 1991 by Carl W. Johnson, doing business as  
LANDIN COMPANIES.

WITNESS my hand and seal this 15<sup>th</sup> day of October, 1991.



*Deborah P. Brady*  
Notary Public, State of Florida

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES NOVEMBER 28, 1993  
BONDED THRU AGENT'S NOTARY BROKERAGE

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FILED AND RECORDED  
DOUGLAS DIXON CLERK  
ST. LUCIE COUNTY, FL