DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

KING'S HIGHWAY INDUSTRIAL PARK

THIS DECLARATION is made this 31st day of May, 1988, by King's Highway Industrial Park, Inc., a Florida corporation, which declares hereby that The Property described in Exhibit "A" of this Declaration is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

Definitions

1. The following words when used in this Declaration shall have the following meanings:

A. **"Association"** means and refers to the property owners' association which may be formed under Article II hereof.

B. **"Common Areas"** means and refers to those areas of land shown on any recorded plat of the project which are intended to be devoted to the general common use and enjoyment of the owners within the project, including as community areas any areas denoted thereon as "Landscape Buffer," and "Water Retention Area." The common areas also include all improvements now or hereafter constructed on the foregoing areas, including lighting systems, signage, structures, and landscaping placed.

C. **"Declaration"** means this notice of restrictions on real estate and any amendments hereto.

D. **"Developer"** shall mean and refer to King's Highway Industrial Park, Inc., a Florida corporation, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign any portion of its rights hereunder. In the event of a partial assignment, the assignee shall not be deemed to be the Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

E. **"Institutional Mortgagee"** means any commercial bank; savings bank; savings and loan association; life insurance company; real estate investment trust; mortgage lending corporation, association or trust; federal agency, corporation or association; or any affiliate, subsidiary, successor or assignee of any of the foregoing holding a mortgage on any lot; or the developer, if and as long as developer holds a mortgage on any lot within the project.

F. **"Member"** means and refers to all those owners who are members of any property owner's association which may be formed, as provided herein.

G. **"Owner"** means and refers to the record owner (including any contract seller), including the developer, whether comprised of one or more persons or entities, of the fee simple title to any lot situated upon the project; but, notwithstanding any applicable theory of mortgages, it does not mean or refer to any mortgagee unless and until such mortgagee has actually acquired record title pursuant to foreclosure or any proceeding or deed in lieu of foreclosure.

H. **"Lot"** means and refers to those plots of land owned or conveyed by developer which are part of the project and are depicted on the recorded plat of the project, with the exception of common areas and property dedicated to the public. The word parcel also includes the improvements located hereon, when constructed on such parcel, and any easement areas located within the legal description of such parcel.

I. "Project" refers to the planned commercial, warehouse and industrial community to be developed upon the real estate defined in Exhibit "A" hereto and any additions thereto, as provided herein.

J. "Streets and Roadways" referred to herein shall mean streets and roadways dedicated to the public by subdivision plat or by right-of-way conveyance to the county or other governmental entity or agency for such purpose, whether such street or roadway lies within or outside the boundaries of the property to which these conditions and restrictions and reservations pertain.

ARTICLE II

The Association

A. General. The developer may hereafter form a property owner's association (the "association"), as a Florida corporation not-for-profit, to, among other things, own, administer and maintain the common areas, and to the extent set forth in this declaration, to preserve the appearance and value of all of the project. Without limitation, the association may undertake any or all of the activities described in Article IV hereof. The association shall act in accordance with the terms and provisions of this declaration, the articles of incorporation of the association and the by-laws of the association.

B. Membership. Membership and voting rights in the association shall be as set forth in Article III hereof, and members shall have all the rights and obligations as set forth in this instrument.

C. The Board. All of the powers and duties of the association under this declaration may be exercised by the board of directors of the association or any duly authorized representative or agent of the board unless otherwise specifically delegated to the members of the association under its articles of incorporation or by-laws. The developer reserves the right to designate the initial members of the board and their successors until the earliest of:

(1) thirty (30 days after the conveyance of record title by developer of one hundred percent (100%) of the lots within the project as it may be expanded from time to time as permitted herein; or

(2) the date the Developer sends to the association and to each member a thirty (30) day notice that grantor voluntarily relinquishes its right to continue to designate members of the board; or

(3) June 1, 1992, which earliest date is referred to herein as the "turnover date." Upon and after the turnover date, the board shall be elected by the members of the association in accordance with the terms and provisions of this declaration and the articles of incorporation and by-laws.

D. Initial Funding by Developer. During the initial stages of development of this project, the developer may make cash advances to the association or on its behalf, for its working capital needs, including capital expenditures and operational expenses. Such cash advances shall bear interest at ten percent (10%) per annum from the date advanced, and shall be repaid to the Developer on or before June 1, 1992, and the association shall take all action necessary to repay such advances by such date including, if necessary, borrowing money and mortgaging the association's property.

ARTICLE III

Membership and Voting Rights in the Association

A. Membership.

(1) Except as set forth herein, every owner of a lot or of property to be sold as lots shall be a member of the association. No person or entity who holds record title of a fee or undivided fee interest in any lot merely as security for the performance of any obligation shall be a member unless they have obtained record title by foreclosure or deed in lieu of foreclosure.

(2) For the purpose of this Article III, the developer shall be considered the record owner of a fee interest in any unsold property in the project, exclusive of common areas and property dedicated to the public, and therefore, a member in regard to all such unsold property.

B. Voting Rights. The association shall have two classes of voting membership (both classes of which shall be collectively referred to herein as members) as follows:

(1) Class A. Class A members shall be all those members as defined in Article III-A with the exception of the developer. Class A members shall be entitled to one vote for each lot in which they hold the interests required for membership by Article III-A, but no less than one vote per lot in any event. When more than one person holds such interest or interests in any lot, all such persons shall be members, and the person entitled to cast the vote for the lot shall be designated by a certificate filed with the secretary of the association signed by all record owners. Fractional voting shall be permitted only as follows: the owner of a full lot who also owns one-half of the adjacent lot shall be entitled to cast one vote for the full lot owned and one-half vote for the one-half lot owned. The owner of the remaining one-half lot shall be entitled to cast the remaining one-half vote for the lot that has been divided in half. If, however, an adjacent lot is divided on any basis other than 50/50, the owner of the larger portion of the divided lot shall be entitled to cast a full vote and the owner of the smaller portion shall not be entitled to any additional vote or fraction thereof. If any lot is owned by a corporation, a similar certificate shall be required designating the person entitled to cast the vote for such lot. Lacking such certificate by multiple owners or corporations, then the vote of such lot owner shall not be considered in determining the requirement for a quorum or any other purpose and shall be considered an ineligible member until such certificate is filed with the secretary of the association.

(2) Class B. The Class B member shall be the developer. The Class B member shall be entitled to five votes for each lot in which it holds the interest required for membership by Article III-A. The Class B membership shall cease and be converted to Class A membership and be entitled to vote as such on the happening of either of the following events, whichever occurs last:

(a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership, or

(b) upon the occurrence of the turnover date as set forth in Article II above.

ARTICLE IV

Assessments/Association Obligtions

A. The Association shall be obligated to repair, maintain, and comply with all reguatory or permitting restrictions applicable to:

(1) landscaping upon the common areas and/or upon the lots, or upon such portions thereof reserved for easements; and

(2) any roadways, if any, that are not dedicated to the public, street lighting, signage, and common areas.

(3) common stormwater or water retention/detention facilities and all facilities or areas regulated by or under the jurisdiction of South Florida Water Management District.

B. The Association shall be empowered, in accordance with its Bylaws and such resolutions, rules and regulations as it may from time to time adopt, to levy assessments upon owners:

(1) To provide for uniform repair and maintenance of:

(a) landscaping upon the common areas and/or upon the lots, or upon such portions thereof reserved for easements; and

(b) any roadways, if any, as are not dedicated to the public, street lighting, signage, and common areas.

(c) common stormwater or water retention/detention facilities and all facilities or areas regulated by or under the jurisdiction of South Florida Water Management District.

(2) To provide for irrigation of the lots and/or common areas through one or more wells or via an alternative system of water delivery.

(3) To pay those costs, expenses and fees necessary to comply with the Association's obligations under this Declaration and the requirements of the South Florida Water Management District.

B. The Association shall provide for assessment for the repair and maintenance, operating and administrative costs thereof, and replacement and working capital reserves therefor, among the lot owners in an equitable manner, based upon the ratio of the lot owner's total square footage to the total square footage of all lots in the project or as may otherwise be determined by the Association. Assessments shall be paid by each owner within fifteen (15) days after receipt of notice of the amount due; provided, however, that payment shall be required no more frequently than once a month. Any payment not made within said fifteen (15) days shall become a lien upon the property, and enforceable at law or by foreclosure proceedings, at the option of the lienor. The lien of the assessments provided for herein shall be absolutely subordinate to the lien of any first mortgage now or hereafter placed upon the lot subject to assessment. This subordination shall not relieve such lot from liability for any assessments now or hereafter due and payable.

ARTICLE V

Property Rights in the Common Areas

A. Use. Subject to the provisions of subparagraph C hereof, every member shall have a right of enjoyment and use in and to the common areas and such right shall be appurtenant to and shall pass with the title to every lot.

B. Title. The developer may retain the legal title to the common areas until such time as it has completed improvements thereon and until such time as, in the opinion of the developer, the association is able to maintain the same. The developer may convey to the association certain items or portions of the common areas and retain others. Notwithstanding any provisions herein to the contrary, the developer hereby covenants that it shall convey to the association all common areas located within the project no later than when the developer has legally conveyed to owners other than itself one hundred percent (100%) of the lots within the project.

C. Extent of Members' Rights. The rights of enjoyment created hereby shall be subject to the following:

(1) the right of the developer and of the association in accordance with its articles and by-laws, to borrow money for the purpose of improving the common areas, and in aid thereof, to mortgage said property, except that the developer and the association shall not have the right to mortgage the easements shown on any plat of the project; and

(2) the right of the association to take such steps as are reasonably necessary to protect the common areas against foreclosure; and

(3) the right of the association to dedicate or transfer all or any part of the common areas to any public agency, authority, or utility.

(4) the right of the association (or the developer, prior to forming the association) to provide for assessments against the owners as provided in Article IV or otherwise in this declaration.

ARTICLE VI

Use

The property shall be used only for those uses as now or hereafter authorized by governing zoning ordinances.

ARTICLE VII

Offensive Trade or Activity

No noxious, offensive or illegal materials or activity shall be conducted, kept or permitted on the property which will cause the emission of offensive dust, smoke, odors, gases, light or noises, or which may be or become a nuisance, safety hazard or an unreasonable annoyance to other owners or otherwise interfer with the business operation of other owners. The foregoing provisions shall not prohibit matters necessarily resulting from excavation and construction work which is conducted in accordance with the usual, lawful and customary procedures incident to such excavation or construction work.

ARTICLE VIII

Setbacks

A. No structure and no part of any structure (including without limitation, steps for entry to a structure, canopies affixed to a structure, entrance appurtenances and facilities, loading docks and ramps) shall be constructed nearer than fifty (50) feet to any public roadway nor nearer than fifteen (15) feet to any owner's boundary provided, however, that a thirty-five (35) foot setback may be permitted by the developer, in developer's sole discretion if full non-see through screening or walls both of which shall be completely screened and buffered by full landscaping of a type and in accordance

with the landscaping standards otherwise contained herein and extend across the entire front of owner's lot, excepting only side lot setback areas and an entrance way not exceeding twenty (20) feet in width.

B. No pavement other than driveways shall be constructed nearer than twenty (20) feet to any public roadway.

C. No pavement shall be constructed nearer than ten (10) feet to any owner's boundary.

ARTICLE IX

Building Materials and Structures

A. The restrictions, requirements and provisions of this paragraph shall apply to all and every part of the property in the subdivision and to the construction and placing of all principal and accessory structures thereon. All exterior fronts of all structures whether constructed of wood, metal, including steel panel, concrete, concrete block or other exterior construction material which has been approved in writing by the developer, shall be finished and covered, at least in part and in such a manner as to increase visual appeal, with:

(1) brick, of a kind, size, shade and finish approved in writing by the developer; or

(2) exposed aggregate of a kind, thickness, shade and finish approved in writing by the developer; or

(3) stucco or equivalent material, of a kind, thickness, shade and finish approved in writing by the developer; or

(4) steel or metal panels, painted or finished in a manner approved in writing by the developer; or

(5) Exterior wood of a kind and finish approved in writing by the developer; or

(6) any combination of the foregoing which has been approved in writing by the developer.

B. Notwithstanding the provisions of subparagraph A of this paragraph, if previously approved in writing by the developer, minor parts of the exterior of any concrete or other approved materials used in the construction of any structure may be covered with a finish material other than the covering material specified in paragraph A of this paragraph; provided, however, that the developer shall not be obligated or required to approve any such other material, and the approval or disapproval of any and all thereof (including, but not limited to, the approval or disapproval of the quantity, design and configuration of the areas to be covered by any such other material, the kind or substance of such other material and the design, shade and finish thereof) shall be in the sole and absolute discretion of the developer. No unfinished tin or galvanized metal shall be permitted.

ARTICLE X

Construction Approvals

A. No parking area, parking facilities, structures, landscaping or other improvements (including signs, loading docks and ramps) shall be constructed, erected, placed or altered on any part of the property until the final construction plans and specifications and the plans showing the location of the facilities, improvements and structures on the parcel (which said plans, specifications and locations plans shall include all signs, loading docks, parking facilities and landscaping to be placed on the property or proposed to be placed thereon) have been approved in writing by the developer as to compliance with these

restrictions and as to harmony of external design and location with the existing elevations in the plan of development for the area. Approvals or denials of plans and specifications shall be in the sole and absolute discretion of the developer. All plans shall be prepared by competent recognized professionals.

B. Plans for structures, signs or other improvements may be submitted to the developer at any time during the design process to obtain interpretive or conditional approvals needed to complete the final plans and specifications. The developer's approval of completed plans and specifications shall not be unreasonably withheld where the final plans and specifications are in conformance with the terms and conditions of these restrictions and any previously approved preliminary submittals.

ARTICLE XI

Developer Liability

The developer, or its agents and employees, shall not be liable in damages to anyone submitting plans and specifications for approval or to any owner or lessee of sites affected by these restrictions by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any plans and specifications, inspections or approvals required at the end of construction. Every person who submits plans and specifications to the developer for approval agrees by submission of such plans and specifications, and every owner and lessee of the property agrees, by acquiring title thereto or an interest therein, that he will not bring any action or suit against the developer to recover any such damages.

ARTICLE XII

Construction Time and Site Cleanup

After commencement of construction of any improvements or alterations, the property owner shall diligently prosecute the work thereon to the end that the improvements or alterations shall not remain in a partially finished condition any longer than is reasonably necessary for completion thereof. The owner shall at all times keep the property and the public and private streets contiguous to the property free from any dirt, mud, garbage, scrap construction materials, trash or other debris which might be occasioned by construction of the improvements.

ARTICLE XIII

Parking, Loading and Trucking Areas

A. There shall be provided at all times sufficient paved off-street parking, trucking, loading and service areas which shall be set back in accordance with the provisions of Article VIII herein. Such areas shall be paved with asphalt, concrete or other like substance. Minimum parking area requirements shall at all times be such as may then be required in and by an applicable zoning regulation or ordinance.

B. The owner or lessee of the property shall at all times provide sufficient paved on-site loading and trucking areas to accommodate vehicular maneuvering within the confines of the property and not upon adjacent parcels or public roadways.

C. No unscreened loading docks shall be permitted to face on any public roadway.

ARTICLE XIV

Advertising and Identification Signs

A. No sign or lettering shall be affixed to or upon any building or upon any portion of the property prior to the review and approval in writing by the developer of the sign's size, shape, color, configuration, height, materials, content and location.

B. Signs shall mean and include any structure, component, fabric, device or display which bears lettered, pictorial or sculptured material including forms shaped to resemble any human, animal or product designed to convey information or images and which is exposed to public view. A sign shall be constructed to be a display surface or device containing organized and related elements composed to form a single unit. In cases where matter is displayed in a random or unconnected manner without organized relationships of the components, each of the components shall be considered to be a single sign.

C. No sign or lettering shall be formed or constructed of paint or similar material applied to the face or any other portion of a structure within the property.

D. No sign shall be constructed or erected upon the roof of any structure within the property.

E. No sign shall be constructed or erected so that the top of the sign is fifteen (15) feet higher than adjacent finish grade.

F. No sign shall be constructed or erected with more than seventy-two (72) square feet of surface area per sign facing, and no sign shall consist of more than two (2) such faces.

G. No more than one such sign as defined in Article XIV-B per one thousand (1,000) square feet of finished, enclosed structure floor space shall be constructed or erected on the property.

H. No trailer signs or other portable signs shall be allowed on any part of the property at any time.

I. No such sign defined in this section shall be constructed nearer than twenty (20) feet to any public roadway.

J. Once approved, no sign, lettering, advertising or lighting erected or placed on any building or within the property shall be modified or changed without the express prior-written approval of the developer.

K. All signs shall be required to conform to applicable statutes and zoning ordinances in effect at the time of construction, even if the same are more restrictive than the foregoing.

ARTICLE XV

Informational, Directional and Regulatory Signs

The use of small signs for informational, directional or regulatory purposes shall be permitted within ten (10) feet of driveways connecting with public roadways provided that no such sign shall exceed six (6) feet in height nor contain more than ten (10) square feet of surface area per sign, and no sign shall consist of more than two (2) faces. Within paving setback areas, no more than two (2) such signs shall be constructed per driveway.

ARTICLE XVI

Outside Storage

No storage, assembly, fabrication or alteration of any articles, goods or materials shall be permitted outside any structure on the property, except as hereinafter provided, unless approved in writing by the developer who shall have the right as a condition to any such approval to impose such limitations and requirements as it may deem to be in the best interest of the area; and, any such approval may be revoked if at any time any of such limitations or requirements are not complied with. The provisions of this paragraph shall not apply to temporary storage or materials in vehicles in the process of loading or unloading.

A. Outside storage, except as permitted in writing by the developer, shall be limited in area to no more than twenty percent (20%) of the property, and such areas shall be subject to the setback requirements as set forth in Article VIII hereof. All such areas shall be completely surrounded (except for necessary ingress and egress requirements) by fencing or walls at least as high as the height of the products or materials enclosed therein and such fencing or walls shall be solid and constructed in such manner and with such materials as shall completely eliminate any see through. In this application, such fencing or walls shall be constructed in a manner aesthetically compatible to the principal structure.

B. The accumulation or storage of discarded cartons, containers, pallets and similar materials shall take place only within an approved structure or outside storage area. All other refuse, trash and debris shall be kept in containers for such purposes and removed from the property on a regularly scheduled basis.

C. Automotive vehicles regularly operated and used in connection with the owner's business operation may be parked, temporarily stored or secured over nights and weekends behind fencing or walls that can be seen through.

ARTICLE XVII

Fencing and Screen Walls

All fencing or wall materials shall consist of solid masonry, woven-metal chain link material or other approved decorative material or masonry material. No fences or walls (except where required and expressly permitted in connection with outside storage areas as defined in Article XVI) shall exceed eight (8) feet in height including, where applicable, the addition of barbed wire erected at the top of the fence or wall. The minimum setback for fences and walls shall be the same as for applicable paving setbacks; provided, however, that any chain link fencing located within sixty (60) feet of a public roadway shall be completely screened with landscape material, and all chain link fencing located within one hundred (100) feet of any public roadway shall be no less than fifty percent (50%) screened by planted landscape material. No fencing shall be permitted in any designated drainage easements as per the plat of the project but fencing may be placed along and on the lot's property lines subject to the roadway setback requirements and the prohibited installation in drainage easements.

ARTICLE XVIII

Accessory Structures

A. No freestanding accessory structure shall be erected upon any lot without the express written permission of the developer, and all such structures shall be of similar appearance to the principal structure. Except as expressly permitted by the developer, no more

than one freestanding accessory structure shall be erected upon the property.

B. Setbacks for accessory structures shall be the same as those applicable to the principal structure.

C. No television, radio, microwave or similar antennae shall be constructed or erected upon any lot without the express written permission of the developer, and such structures when permitted shall be subject to the same setback requirements as the principal structure.

ARTICLE XIX

Landscaping, Irrigation, and Street Lighting

A. Lots shall be landscaped by the preservation or addition of grass, trees and shrubs, at a minimum, and shall be in accordance with the applicable governing regulations, and all landscaping areas shall be provided with an irrigation system capable of delivering one inch of water per square foot per week. Landscaping and irrigation responsibilities shall extend, where applicable, to public roadway curb lines.

(1) The landscape plan shall be implemented no later than sixty (60) days after substantial completion of construction of improvements on a lot unless weather conditions reasonably require delay. In the event of weather delay, landscape plan implementation will commence when weather conditions become favorable.

(2) Once approved, no landscape element erected, installed or placed on a lot shall be modified or changed except for normal pruning and maintenance.

(3) Landscape designs will be reviewed by the developer as to quality, sufficiency and subdivision harmony.

(4) Existing trees within setback areas of the property shall be removed only with the written consent of the developer.

(5) Landscape material shall consist of flora indigenous or acclimated to Florida conditions.

(6) Landscape areas and irrigation systems shall be maintained on a regularly scheduled basis.

(7) Failure to properly maintain all landscape material and to promptly remove and replace any dead landscape material shall constitute a violation of the terms and conditions of these restrictions. Once a landscape plan has been approved by the developer for the property, the owner shall develop and improve the property in strict accordance with the approved landscape plan. Thereafter, unless amended or waived by the developer, the requirements and representations set forth on the approved landscape plan shall be deemed imposed upon the property as if such landscape plan had been made a part of these restrictions. Subsequent to the approval by the developer of the landscape plan and the implementation of the plan, the owner will not change or modify the plan or the parcel landscaping installed pursuant to such approved plan without the express prior-written approval of the developer.

B. The developer may elect but is not obligated to provide stub out electrical connections for the installation of street light poles, mountings and fixtures. The lot owners shall be obligated to and shall bear the cost of the installation of such street light poles, mountings and fixtures of the design and type specified by developer.

ARTICLE XX

Rootftop Equipment

Unless expressly permitted in writing by the developer, no unenclosed motor-driven equipment including, but not limited to, that necessary for heating, ventilation, air conditioning and muffling shall be placed upon the roof of any such structure within the property. Unless so approved, such equipment shall be completely screened from view at ground level at any point; and, unless expressly permitted, no such equipment shall extend higher than four (4) feet above the roofline at the point of installation. Wind-driven ventilation turbines and raised skylights where extending less than thirty (30) inches above the roofline at the point of installation may be installed unscreened provided such installations are painted the same color as the predominate color of the structure upon which the equipment is installed.

ARTICLE XXI

Waivers and Interpretations

The developer specifically reserves the right but not the obligation to grant waivers for minor deviations and infractions of these restrictions, even if the granting of such waivers might place a site, sign, pavement or structure into a different class or category for purposes of these restrictions. The granting of any waiver may be given or withheld in the developer's sole discretion, and a prior grant of a similar waiver shall not impose upon the developer the duty to grant new or additional requests for such waivers for the same or different sites, signs, pavements or structures. Matters of interpretation regarding the enforcement and meaning of these restrictions are retained exclusively for and by the developer.

ARTICLE XXII

Violations

In the event of any violation of any of the terms, conditions, covenants and provisions herein contained, the developer shall have the right (in addition to and not in limitation of any other available rights or remedies), as an admitted equity and as a matter of absolute right, to the issuance by a court of competent jurisdiction of an injunction (mandatory or otherwise) prohibiting any such violation and requiring any such violation to be eliminated. All costs incurred by the developer incuding reasonable attorneys' fees shall be deemed recoverable damages in the event of a violation of these restrictions.

ARTICLE XXIII

Amendments

If at any time the owners of record of the fee title of a majority of the lots contained in said property, together with the developer, may, by written declaration, signed and acknowledged by them and recorded among the public records of St. Lucie County, Florida, alter, amend, rescind or extend such conditions, restrictions and reservations, or any of them (the joinder of the developer being required however as a prerequisite to any such alteration, amendment, rescission or extension regardless of whether or not the developer then owns any of the land in said property), and this right to so alter, amend, rescind or extend shall exist as long as desired by the developer and the owners of record from time to time of the fee title of a majority of the lots in said property. For the purposes of this paragraph, the acreage contained within any streets, roadways, easements or public areas which are not within the boundary lines of said property shall not be included in computation of the acreage of the owners of record of any of the land in said property. The mere lapse of time shall not alter the application of the provisions of this paragraph. If the developer is at any time the owner of a majority of the lots in the project, nothing in this paragraph contained shall be construed as requiring

the joinder of any other owner of any property in the project to alter, amend, rescind or extend any provisions in the declaration referred to in this paragraph.

ARTICLE XXIV

Use of Name

A. Unless and until otherwise agreed to in writing by the developer, in its sole and absolute discretion, the name and designation of said subdivision and property (including any replat of said subdivision or of any part thereof) shall always consist of only the words "King's Highway Industrial Park" together with appropriate identifying words or numbers to distinguish this subdivision from others which also include the words "King's Highway Industrial Park"; and, if said subdivision or any part thereof shall hereafter be abandoned and vacated in accordance with law and thereafter any of the land included in such abandonment and vacation shall again be included in any part of a subdivision, the foregoing requirements of name and designation shall apply to each and every such plat of subdivision.

B. Without the express and explicit written consent of the developer, in its sole and absolute discretion, no signs, posters or lettering shall be placed on any part of the land in said subdivision or on any structure or other improvement constructed or placed thereon denominating or referring to said subdivision, or any part thereof, or any structure or other improvement thereon by any name or designation other than King's Highway Industrial Park unless, with at least equal prominence, the locational designation and name "King's Highway Industrial Park" is included and conjoined with such other name or designation; provided, however, that nothing in this paragraph shall be construed as prohibiting the display in said subdivision or on any building thereon of the street address thereof or of signs or letterings, in compliance with the restrictions or requirements set forth in this instrument, displaying the company or trade name of the occupant thereof.

ARTICLE XXV

Water Management District Matters

A. Notwithstanding the existence of less stringent Saint Lucie County Standards nor any provision herein to the contrary, individual lots, including utility drainage easements, that are developed without additional on-site retention or detention shall be developed at seventy percent (70%) impervious surface area. In the event such individual lots, including utility and drainage easements, are developed at more than seventy percent (70)%) impervious surface area, additional on-site retention or detention shall be required in such amounts and to the degree necessary to comply with the developer's South Florida Water Management District Permits and such standards as are required by the South Florida Water Management District.

B. Any individual drainage facilities developed by owners of lots shall conform to the master drainage plan approved by South Florida Water Management District and the permits granted by it to the developer and said individual drainage facilities must be approved by the South Florida Water Management District.

C. A limited right of access and limited right of entry is hereby granted to those persons or entities required by South Florida Water Management District, under developer's permits, to take water quality samples at the discharge location of the water management system of the Project during periods of discharge. Flow shall be measured at the time of sample collection and the surface elevation of the water body shall be provided. A laboratory certified by the State of Florida shall be responsible for all water quality sampling and analysis. Reports shall be submitted to South Florida Water Management District on a semi-annual basis. Initial sampling results shall be reported to the South Florida Water Management District no later than six (6) months following the issuance of a construction permit for the commencement of construction upon a lot. The South Florida Water Management District

shall have the right to evaluate all monitoring requirements following two (2) years of data collection.

D. The Association shall be responsible to comply with the requirements to meet the South Florida Water Management District water testing requirements specified herein. In the event the Association, for whatever reason fails in said compliance or fails to pay those costs, expenses, or fees incurred to assure compliance, each lot owner shall jointly and severally have said responsibility.

ARTICLE XXVI

Invalidation

Invalidation of any of the foregoing protective or restrictive covenants and restrictions by the undersigned executive officer and has caused its corporate seal to be affixed, attested by its undersigned Secretary, all pursuant to lawful corporate authority, as of the 31 day of May, 1988.

KING'S HIGHWAY INDUSTRIAL PARK, INC.

ATTEST: _____ BY: _____

As its Secretary — As its President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF SAINT 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 Vernon D. Smith and Jim Russakis, well known to me to be the President and Secretary, respectively, of KING'S HIGHWAY INDUSTRIAL PARK, INC., the corporation named in the foregoing, and that they severally acknowledged executing the same 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 31 day of May, 1988.

(NOTARY SEAL)

Linda J. Agee
Notary Public
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP SEPT 20,1991
BONDED THRU GENERAL INS. UND.

PREPARED BY:

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