

DECLARATION OF UNITY OF CONTROL

THIS DECLARATION of Unity of Control ("Declaration") is made this 30 day of March 2026, by Haredo Realty Advisors, Inc., the John Mohamed Ghanie and Joan Davis-Ghanie Living Trust, UTD, December 28, 2001, and Sharon Etoria (the "Declarants").

RECITALS

A. The Declarants are the owners of separate properties in St. Lucie County, Florida, each such parcel more particularly described and singularly described by the legal descriptions as contained in Exhibit A, Exhibit B, and Exhibit C attached hereto (collectively the "Properties" and singularly as the "Property"), which Properties are intended to be developed as a single property.

B. Declarants are seeking approval from the City of Port St. Lucie (the "City") for P25-218-the Site Plan ("Approval" or "Site Plan") and the City is requiring the execution and recordation of this Declaration as a condition to the Approval and the issuance of permits.

C. It is the desire of the Declarants, in consideration for the receipt of said permits and as a condition of the Approval, to create this Unity of Control, unifying the above-described Properties so that the requirements of the City and the Approval will be satisfied.

D. The Declarants have agreed with the City of Port St. Lucie that, for the intended development of the Properties, the Declarants shall provide for mutual and reciprocal right-of-ways for the purpose of ingress and egress, parking, drainage and utilities of whatsoever nature located within the Properties, the enjoyment of which cross easements shall be shared by the respective parties owning any portion of either Property and their respective heirs, successors, assigns and successors in title to all or part of either Property and to tenants, lessees, agents, employees, guests and invitees of any owner of either Property or any portion thereof and guests and invitees of tenants and lessees legally occupying either Property.

E. The City has a health, safety and welfare interest in safe and efficient traffic circulation on the road and driveway system and the establishment of common drainage and utilities through the establishment of this Unity of Control that covers the Properties.

F. The City is specifically intended to be a direct, third-party beneficiary to this Declaration.

NOW, THEREFORE, in consideration of the grants and agreements herein made and in consideration of ten dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarants hereby subject the Properties to the following restrictions:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Unified Control.** All structures, uses and parking areas on the Properties are and will be part of a single unified planned development, regardless of ownership. In furtherance of the foregoing, the Properties shall be developed in accordance with the Site Plan attached to this Declaration as **Exhibit D**, and shall meet all building, zoning and land development requirements as if they are one lot.
3. **Easements.** The Declarants hereby dedicate, grant and establish for the benefit of the Properties, and the owners of any portion thereof (as well as their employees, agents, guests, invitees, mortgagees, tenants, lessees, subtenants, licensees, heirs, successors and assigns) the following reciprocal easements, covenants, conditions and restrictions:
 - a. A non-exclusive easement for the right-of-way of pedestrians and vehicular ingress and egress over, on and across the areas within the Properties constituting driveways and roadways, as shown on the Site Plan.
 - b. A non-exclusive easement for the parking of vehicles over, on and across areas within the Properties constituting parking areas.
 - c. A non-exclusive easement over, above and across the Properties for the discharge, drainage, use, detention and retention of storm water runoff pursuant to the approved drainage plans.
 - d. A non-exclusive easement for the installation, operation and maintenance of utilities necessary to serve all portions of the Properties, including but not limited to, the right to install, maintain, use, repair and replace underground pipes, ducts, conduits and cables as necessary to transmit and distribute electricity, gas, water, sewer, cable television, drainage, telephone, lighting and other utilities and common public services under such present and future areas of the Properties constituting parking areas, driveways and roadways, and through the other portions of the Properties provided the same does not materially interfere with the use and enjoyment of any portion of the Properties.
 - e. A non-exclusive easement for surface water management and drainage necessary to serve all portions of the Properties over, under and across such areas within the Properties constituting parking areas, driveways and roadways, provided the same does not materially interfere with the use and enjoyment of any portion of the Properties.
 - f. A non-exclusive easement over such areas of the Properties reasonably necessary for the development of the improvements depicted on the Site Plan: for (i) the construction of buildings and improvements as permitted by the Site Plan; (ii) installation, use, maintenance, repair, replacement and removal of common construction improvements such as footings, supports and foundations; and (iii) attachment of buildings and building overhangs and other overhangs and projections encroaching upon either Property such as, by way of example, but not a limitation, marquees, canopies, lights, lighting devices, awnings, wing walls and the like to the extent set forth on the Site Plan.
 - g. The owners of the Properties shall provide for the perpetual operation and maintenance of all shared/common facilities and improvements which are not

provided, operated or maintained at public expense.

4. **Covenants Run with the Land.** All the covenants, easements and restrictions herein will be perpetual and will constitute covenants running with the land, will be binding upon any and all persons and entities, their respective successors in interests, assigns, heirs and personal representatives having or hereafter acquiring any right, title or interest in and to all or any portion of the Property, and all benefits deriving therefrom will accrue to the benefit of all persons and entities, and their respective successors in interest, tenants, licensees, assigns, heirs and personal representatives having or hereafter acquiring any right, title or interest in all or any portion of the Property. If any easement created or intended to be created by this Declaration would be found ineffective as a matter of law on account of the fact that it is purported to be created at a time when both the burdened and benefited properties are owned by the same party, such easement shall instead be deemed a contractual obligation and license having the same terms for the duration of the period that the burdened and benefited properties are owned by the same party, which shall automatically be converted to an easement on such future date as the burdened and benefited properties become owned by different parties, without requiring the execution or recordation of any further instruments, so as to preserve the intent and purpose of this Declaration. The Declarant acknowledges and agrees that this Declaration, is not intended by the Declarant to be subject to the legal doctrine of merger, in that it is the intention that all the covenants, easements and restrictions shall apply to the land and all current and future owners and occupants thereof.
5. **Termination and Modification.** This Declaration may not be terminated or modified in any way except by means of an instrument executed by the owners of the Properties after the prior written consent of the City of Port St. Lucie. In the event a request is made in the future that this Unity of Control be terminated, should the Properties otherwise be in compliance with the City's comprehensive plan, zoning ordinances and the regulations of the City, the City shall, upon written request by the Owners, their successors or assigns, execute a recordable termination of this Unity of Control.
6. **Owners' Restrictions.** No owner of any portion of the Properties shall take or fail to take any action or do or fail to do anything which would, or have the effect of, impeding, obstructing or preventing any other person or entity having rights under this Declaration from their full and complete use and enjoyment of the easements herein granted. Without limiting the generality of the foregoing, free and full access to, from and across all portions of the Properties which constitute parking areas, driveways, and roadways on the Site Plan shall not be blocked, obstructed or impeded. No owner of the Properties may amend the Site Plan without the prior written consent of the City and the owners of all of the Properties unless such Site Plan amendment (i) affects only the property of the owner seeking to amend the Site Plan, (ii) does not adversely affect the easement rights of other owners, and (iii) does not violate any applicable law or regulation.

7. Miscellaneous

- a. Each covenant in this Declaration is an independent and separate covenant. If any term or provision of this Declaration or the application thereof to any person or circumstance should to any extent be invalid or unenforceable, the remainder of this Declaration and application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable will not be affected thereby, and each term and provision of this Declaration will be valid and enforceable to the fullest extent permitted by law.
 - b. This Declaration shall be recorded in the Public Records of St. Lucie County, Florida and shall run with the land as set forth herein.
 - c. Failure of any party to insist upon or enforce its rights under this Declaration will not constitute a future waiver of such rights.
 - d. This Declaration and the rights created hereby shall be paramount and superior to all leases, conveyances, transfers, assignments, contracts, mortgages, deeds of trust and other encumbrances affecting the Property after the date of recording this Declaration. Any persons acquiring possession to, title of, or interest in the Property or any portion thereof shall do so subject to this Declaration. Any transferee of any interest in any portion of the Property by any means whatsoever shall be deemed, by acceptance of such interest, to have agreed to be bound by all of the provisions of this Declaration.
 - e. The City, as a third-party beneficiary to this Declaration, has the right but not the obligation to enforce the Declaration through legal, equitable or administrative proceedings. The owners of the Properties shall also have the right to enforce this Declaration against each other and any successors in interest.
 - f. The venue for any legal action or legal proceeding regarding this Agreement shall be in St. Lucie County, Florida.
8. The Declarants agree to indemnify, defend, and hold harmless the City, its officials, officers, attorneys, consultants, agents and employees from and against all claims, damages, losses, and expenses, direct, indirect or consequential (including but not limited to fees and charges of attorneys and other professionals and court and/or arbitration costs) arising out of or resulting, in whole or in part, from (i) the execution of this Declaration, (ii) any breach of this Declaration by any Declarant, (iii) the development, use, or operation of the Properties, or (iv) any act or omission of any Declarant in connection with the Properties or this Declaration, except to the extent caused by the sole negligence or willful misconduct of the City. Moreover, the Declarants agree that nothing in this indemnification and hold harmless provision shall be considered to increase or otherwise waive any limits of liability, or to waive any immunity, as established by

Florida Statutes, case law, or any other source of applicable governing law afforded to the City.

[Signature Pages Follow]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles

On March 30, 2026 before me, Christina Montanez, Notary Public
(insert name and title of the officer)

personally appeared John Mohamed Ghanie and Joan Elizabeth Ghanie,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Christina Montanez* (Seal)



EXHIBIT A
Legal Description

Lots 7 through 10, Block 1616, PORT ST. LUCIE SECTION TWENTY THREE, according to the plat thereof as recorded in Plat Book 13, Page 29, Public Records of Saint Lucie County, Florida.

EXHIBIT B

Legal Description

Lot 6, Block 1616, of Port St. Lucie section TWENTY THREE, a subdivision according to the plat thereof, recorded in Plat Book 13, Pages 29, 29A through 29D, of the Public Records of St. Lucie County, Florida.

EXHIBIT C

Legal Description

Lot 5, Block 1616, of Port St. Lucie section TWENTY THREE, a subdivision according to the plat thereof, recorded in Plat Book 13, Pages 29, 29A through 29D, of the Public Records of St. Lucie County, Florida.

EXHIBIT D
Site Plan

