

DECLARATION OF LAND USE RESTRICTION AND REAL PROPERTY COVENANT AGREEMENT

THIS DECLARATION OF LAND USE RESTRICTION AND REAL PROPERTY COVENANT AGREEMENT (“Agreement”) is made this 4th day of December 2023, by Aviva PSL Property Owner LLC, hereinafter referred to as “Declarant” provides as follows:

WHEREAS, Declarant is the sole owner in fee simple of the real property located in St Lucie County, Florida, legally described on Exhibit A (the “Property”); and

WHEREAS, Declarant is in the process of developing on the Property; and

WHEREAS, the development of the Property shall include artwork (“Artwork”) pursuant to Chapter 162, Art in Public Places, in accordance to the city of Port St. Lucie (“City”) Code of Ordinances; and

WHEREAS, Pursuant to the City’s desire for art in public places, the Declarant intends to permanently install a piece of art on the Property; and

WHEREAS, The public art will require periodic maintenance; and

WHEREAS, The City requires this Agreement.

NOW, THEREFORE, in consideration of the above and the covenants, terms, conditions and restrictions contained herein, Declarant, does hereby establish a real property covenant on the Property as follows:

1. **Recitals**. The recitals stated herein are true and correct and incorporated herein.
2. **Artwork, Restrictive Covenant Running with the Land**. The Artwork which is the subject of this Agreement is as depicted on Exhibit “B” and located as shown on Exhibit “C”. Declarant establishes, declares, and prescribes that the Property shall be owned, held, transferred, and conveyed subject to this restrictive covenant which shall apply to and be a covenant running with the Property. Declarant, its successors and assigns, as owner of the Property or any part thereof, including any mortgagee and any purchaser at a judicial sale hereby covenants and agrees to comply with and be bound by the restrictive covenant in Paragraph 3 below.
3. **Maintenance of Artwork**. The owner of the Property shall be responsible for maintenance of the Artwork in good condition at all times, as determined by the City of Port St. Lucie. The owner of the Property shall be responsible for ensuring that the public’s view of the Artwork is maintained and that no vegetation or additional construction obstructs the public’s view. Maintenance includes any associated landscaping or related improvements. Retention and maintenance of the Artwork on the

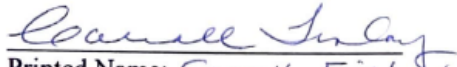
4. property shall at all times be in compliance with Chapter 162, Art in Public Places, of the City of Port St. Lucie Code of Ordinances.
5. **Enforcement.** The restrictive covenant shall be enforceable by legal and equitable means by Declarant, its successors/and or assigns, and by the City of Port St. Lucie, Florida.
6. **Modification and Amendment.** This restrictive covenant may be amended or released by a written instrument executed by the City of Port St. Lucie, Florida and recorded in the Public Records of St. Lucie County, Florida.

IN WITNESS WHEREOF, this Agreement is dated on the day, month, and year first above written.

WITNESSES:

[DECLARANT]

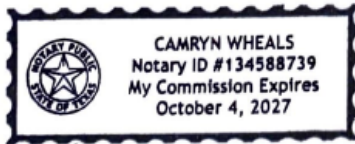

 Printed Name: Andrei Prudiu


 Printed Name: Carrol Finlay


 By: _____
 Aviva PSL Property Owner LLC

~~STATE OF FLORIDA~~ State of Texas
~~COUNTY OF~~ County of Dallas

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 4 day of December, 2023, by Christopher Finlay who is personally known to me, or who has produced the following identification: _____



NOTARY SEAL/STAMP



 Signature of Notary Public
Camryn Wheals
 Print Name of Notary Public
 Notary Public, State of Florida
 My Commission expires 10/4/2027

EXHIBIT "A"

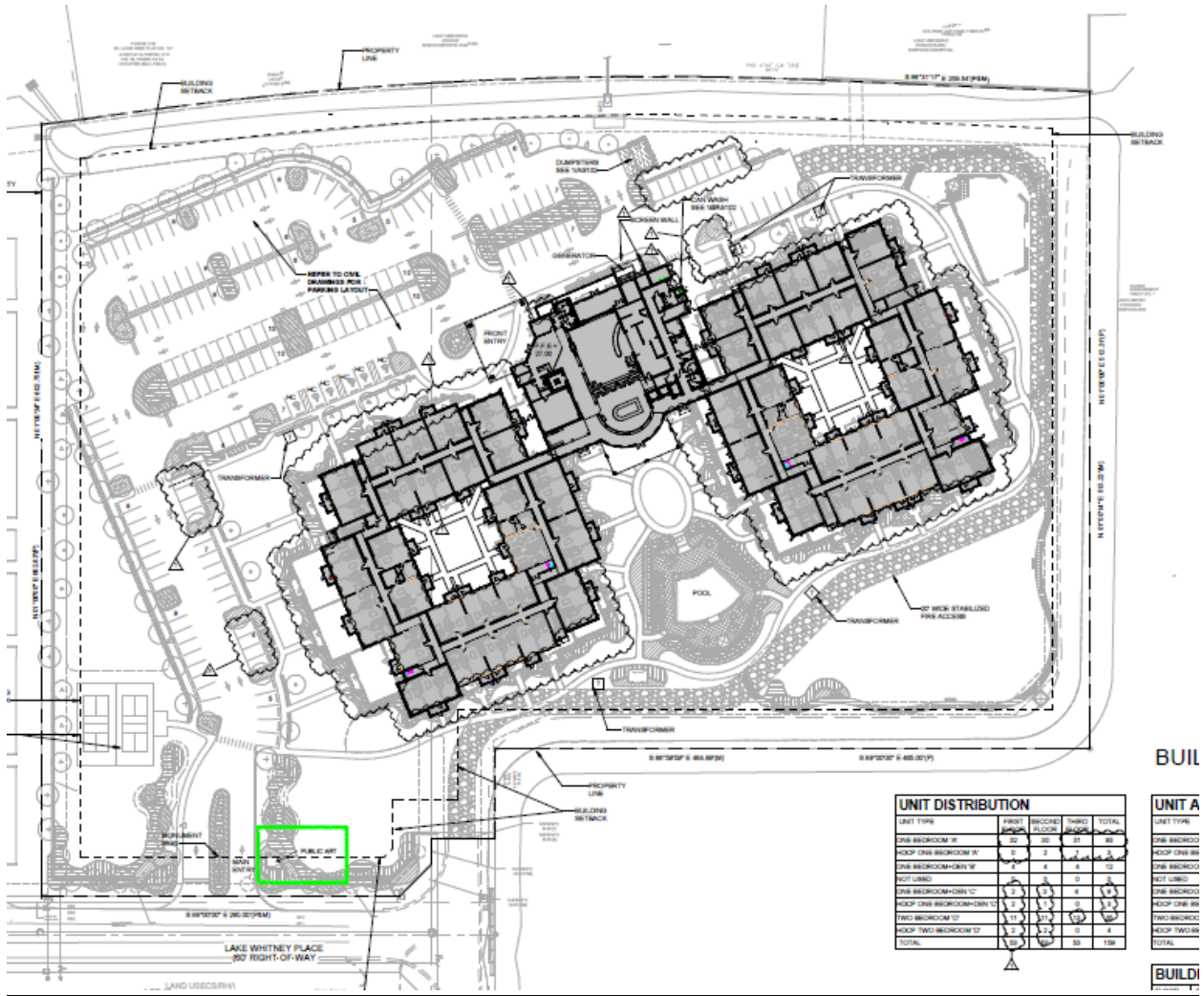
Legal Description:

UNIVERSITY PARK ST LUCIE WEST PLAT #143 SECOND REPLAT IN PARCEL 21D (PB 41-29) LOTS 5 AND 6 (10.59 AC - 461,300.4 SF)

EXHIBIT "B"



EXHIBIT "C"



UNIT DISTRIBUTION

UNIT TYPE	FIRST FLOOR	SECOND FLOOR	THIRD FLOOR	TOTAL
ONE BEDROOM 'A'	0	2	0	2
HOOP ONE BEDROOM 'A'	4	4	4	12
ONE BEDROOM-CORN 'A'	0	0	0	0
ONE BEDROOM-CORN 'C'	1	1	0	2
HOOP ONE BEDROOM-CORN 'C'	1	1	0	2
TWO BEDROOM 'D'	1	1	0	2
HOOP TWO BEDROOM 'D'	1	1	0	2
TOTAL	10	10	0	20

BUILD

UNIT A

UNIT TYPE	TOTAL
ONE BEDROOM	2
HOOP ONE BR	12
ONE BEDROOM	0
HOOP ONE	2
ONE BEDROOM	2
HOOP ONE BR	2
TWO BEDROOM	2
HOOP TWO BR	2
TOTAL	20

BUILD