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DECLARATION OF SUPPLEMENTAL COVENANTS
CONDITIONS AND RESTRICTIONS
OF

PONTE VEDRA SHORES WEST

THIS DECLARATION, made on the date hereinafter set forth by Inlet Development Corporation, a corporation existing Under the laws of the State of Florida, hereinafter referred to as "I.D.C."

W I T N E S S E T H:

WHEREAS, I.D.C. is the owner of certain property in St. Johns County, Florida, located in a subdivision known as Ponte Vedra Shores West; according to map or plat thereof recorded in map book 14, pages 34 and 35 of the public records of St. Johns County, Florida.

NOW THEREFORE, I.D.C. hereby declares that certain of the Properties described above shall be held, sold and conveyed subject to the following restrictions, covenants and conditions which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to Ponte Vedra Shores West Homeowner's Association, Inc., its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of one or more units located on any lot which is part of the "Property", including contract sellers, but excluding those having such interest merely as security for performance of an obligation.

Section 3. "Property" shall mean and refer to those certain lots subjected to these covenants and restrictions by I.D.C.

Section 4. "Lot" shall mean and refer to those plots of land shown upon the recorded subdivision of Ponte Vedra Shores West which have been subjected to these covenants and restrictions by I.D.C.:

Section 4. I.D.C. shall mean and refer to Inlet Development Corporation, its successors and assigns.

Section 5. "Unit" shall mean and refer to that portion of a building which is normally occupied by a single household.

ARTICLE II

USE RESTRICTIONS

Section 1. Property Maintenance. In the event an owner of any unit shall fail to maintain the premises and improvements in a manner satisfactory to the Association, including but not limited to landscaping, grass and shrubbery, lake, any outbuildings, and fences located on, contiguous or adjacent thereto, the owner shall be notified and given thirty (30) days in which to correct or abate the situation. If the owner fails to do so, the Association shall have the right (although it shall not be required to do so) to enter upon said property for the purpose of repairing, maintaining and restoring the property and the exterior of the buildings at the sole cost of the owner or owners of said Property. The cost of such repair, maintenance and restoration shall constitute a lien upon said property which lien shall become effective only upon the filing of a written claim of lien. The form, substance and enforcement of said lien shall be in accordance with the mechanics lien law of the State of Florida, and the owner of said property shall, by virtue of having acquired said Property subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to any first mortgage lien.

30 day
notice
Remedy

Section 2. Termites Protection. Each owner shall annually cause his dwelling to be inspected by a certified pest control operator for termite and other wood destroying insects, and shall maintain a termite and wood destroying insect bond with respect to his dwelling.

Section 3. Violation. If any person claiming by, through or under I.D.C., or its successors or assigns, or any other person, shall violate or attempt to violate any of the covenants herein, it shall be lawful for I.D.C. or any person or persons owning real estate subject to these covenants to bring any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants, including action to enjoin or prevent him or them from so doing, or to cause the violation to be remedied and to recover damages or other dues for such violation. If the party or parties bringing any such action prevail, they shall be entitled to recover from the person or persons violating these restrictions the costs incurred by such prevailing party, including reasonable attorneys' fees. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other covenants and provisions contained herein, which shall remain in full force and effect.

ARTICLE III

PARTY WALLS

Section 1. General Rules. The houses located upon the Lots within the Property are commonly referred to as "townhomes" with a characteristic thereof being the existence of common walls or party walls. Each such party wall serves each house contiguous to the party wall. To the extent not inconsistent with the provisions of these restrictions, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions and regarding maintenance and repair thereof shall be applicable.

Section 2. Sharing of Repair and Maintenance. The cost of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall.

Section 3. Destruction by Fire or Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall (intentionally or otherwise), they shall contribute to the cost of restoration thereof in proportion to such use, without prejudice and subject to, however, the right of any such Owners to call for a larger contribution from the others under any rule of law regarding liability or negligent or willful acts or omissions.

Section 4. Weatherproofing. Notwithstanding any other provisions in these covenants, any owner who by his negligent or willful act causes the party wall to be exposed to the elements, will bear the whole cost of necessary protection against such elements.

Section 5. Contribution. The right of any owner to contribution from any other owner under these restrictions shall be appurtenant to the land and shall pass to such owners' successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall under the provisions of this article, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator. The decision shall be by a majority of all the arbitrators.

Section 7. Existence. Notwithstanding the possible expiration of these restrictive covenants, any provisions contained herein relating to party walls shall continue in full force and effect for so long and for such time as any party walls exist upon said Property.

ARTICLE IV

GENERAL PROVISIONS

Section 1. Applicability. Notwithstanding any provisions contained in these covenants and restrictions, said covenants and restrictions shall apply only to those lots located in the Ponte Vedra Shores West subdivision which are conveyed by an instrument which makes specific reference to these covenants and restrictions.

Section 2. Enforcement. I.D.C. or any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the Declaration. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 4. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety per cent (90%) of the Lot owners, and thereafter by an instrument signed by not less than seventy-five per cent (75%) of the Lot owners. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned; being the Declarant herein, has hereunto set its hand and seal this

18th day of September, 1984:

Signed, sealed and delivered
in the presence of:

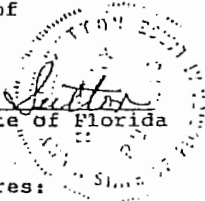
John R. Moore
Mary Jane Sutton
ATTEST:

Inlet Development Corporation
By: Ronald M. Weaver
Ronald M. Weaver, President

STATE OF FLORIDA)
COUNTY OF ST. JOHNS)

Before me personally appeared Ronald M. Weaver, the
President of Inlet Development Corporation, well known to me to
be the President of Inlet Development Corporation, and he
acknowledged that he executed the foregoing under authority duly
vested in him by said corporation as such Officer and for the
uses and purposes expressed therein, this 18th day of
September, 1984.

Mary Jane Sutton
Notary Public, State of Florida
at Large



My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Sept. 28, 1985

FILED AND RECORDED IN
PUBLIC OFFICES OF
ST. JOHNS COUNTY, FLA.

1984 SEP 20 AM 10:31

Paul "Dad" Havel
CLERK OF CIRCUIT COURT