

81 4595

OFF REC 488 PAGE 255

COVENANTS AND RESTRICTIONS  
-PONTE VEDRA SHORES WEST, MAP BOOK 14  
PAGES 34 and 35, PUBLIC RECORDS  
ST. JOHNS COUNTY, FLORIDA

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, hereafter designated as "OWNER", being 100% of the ownership of all Lots and Blocks in PONTE VEDRA SHORES WEST, a Subdivision of St. Johns County, Florida, as recorded in Map Book 14, Pages 34 and 35, public records of St. Johns County, Florida, hereby places the following covenants and restrictions on said lands and lots and that the same shall run in accordance with the provisions herein-after set forth, and shall be binding upon all owners, successive owners, parties in interest, heirs, representatives, assignees, lessees and all persons, firms, entities owing or having any interest in said lands, as follows.

PART A: RESIDENTIAL AREA COVENANTS:

A-1. LAND USE AND BUILDING TYPE: The term "Lots" as used herein shall refer to numbered residential lots as shown on the Plat. The lots shown on said plat shall be used for residential purposes only, including multiple family, in accordance with existing zoning code of St. Johns County, Florida.

A-2. ARCHITECTURAL CONTROL: No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.

A-3. DWELLING COST, QUALITY AND SIZE: No metal, pre-fabricated, reverse batten board, modular construction shall be permitted. Only brick, CBS with outside stucco finish, approved frame on permanent foundation shall be permitted. Ground floor areas of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,500 square feet for single family dwellings. Multi-family dwellings must have a minimum of 900 square feet per living unit, including duplexes having a minimum of 900 square feet per each living unit section. All dwellings constructed hereon shall not exceed 40 feet in height, whether single family or multiple family dwellings. Owner shall have the right to waive or modify any requirements of this paragraph A-3.

A-4. MINIMUM LOT SIZE: No residence shall be constructed on any lot which comprises a re-subdivision of an existing lot. Residential construction is confined to lots of an area of not less than platted size.

A-5. BUILDING LOCATION: No building shall be located on any lot nearer than 25 feet from the front line or nearer than 10 feet to any side lot line. No building shall be located nearer than 10 feet to any interior rear lot line. For purposes of this covenant, eaves, steps or open porches shall not be considered as part of a building.

A-6. Easements for the installation and maintenance of utilities and drainage facilities, water, sewer, cable television and electricity are reserved by owner. Easements for such utilities are reserved within road right of ways, along and across

five (5) feet of each side lot line and five (5) feet along rear lot lines. (Five (5) feet on each side of such lot lines). This reservation shall be in addition to any easements reflected on the Plat of said Subdivision. Also, drainage easements are reflected on the said Plat.

A-7. NO ILLEGAL, noxious or offensive activity shall be permitted or carried on on any lot nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment to the neighborhood. No trash, garbage, rubbish, debris, waste material or refuse shall be deposited or allowed to accumulate on any part of said lot or upon any lots contiguous thereto. No fires for burning of trash, leaves, clippings or other debris or refuse shall be permitted.

A-8. NO HORSE, mules, ponies, donkeys, burros, cattle, sheep, goats, swine, rodents, reptiles, pigeons, game birds, game fowl, poultry or any animal or species normally considered "wild" and viewed in zoos or circuses shall be kept, permitted, raised or maintained on any building lot or any portion thereof. Not more than two dogs and two cats nor more than two domestic pets (animals) may be kept on a single building lot for any purpose. No commercial breeding of such pets is permitted. Should any such pet (animal or bird) become dangerous or any annoyance or nuisance in the neighborhood or nearby property, the Owner is permitted to take such action as to alleviate this condition.

A-9. EXCEPT AS OTHERWISE PERMITTED HEREIN, no sign of any character shall be displayed or placed upon any building lot except "for rent" or "for sale" signs, which signs may refer only to the particular premises on which displayed, shall not exceed two feet in size, or not be more than four feet above the ground and shall be limited to one sign to the property. The Owner may enter upon any building lot and remove and destroy any sign which does not meet these provisions.

A-10. ACCESSORY OR OUT BUILDINGS: Not more than one accessory building which shall permit the storage of boats, campers, garden tools and similar supplies shall be permitted. The buildings shall be kept in good condition and the exterior should conform in design and color to the existing residential structure on the lot.

A-11. MISCELLANEOUS: No junk or inoperative motor vehicles of any type may be stored in open view on any lot and all construction of dwellings shall provide for adequate parking in driveways or provided spaces with a minimum space made available for at least two (2) cars per each living unit. This may include driveways or other off-road/street parking.

No commercial activity, business or other type activity shall be conducted in or upon the premises, but this restriction shall not apply to in-home use (home occupation) provided that it does not require visits from customers or any business visitors to the premises, and does not generate traffic beyond residential use.

No property shall be used for storage of supplies and materials other than that utilized by the residential dwelling itself, including but not limited to paint, chemicals, fuel, oil, solvents or similar products.

No radio, citizen's band, ham radio operations shall be conducted on the premises that will cause or result in any interference with cable television or other normal television use.

PART B: ARCHITECTURAL CONTROL COMMITTEE:

B-1. MEMBERSHIP: The architectural control committee is composed of P. DOUGLAS FREEDLE and/or CHARLES R. KOONS, and/or their designee or assigns.

A MEMBER OF THE COMMITTEE may designate a representative to act for it. In the event of the death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then recorded owners of a majority of the lots shall have the power, through a duly recorded written instrument, to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties. Any change in the committee shall be effected by recording a Statement of Change signed by any one member of the initial committee with an address for contact. Initial address for submission shall be Janus Financial Corporation, Independent Square, Jacksonville, Florida 32202.

B-2. PROCEDURE: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee or its designated representatives fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART C: GENERAL PROVISIONS:

C-1. TERM: These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

C-2. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. Owner reserves the right to grant variances to these covenants and restrictions that Owner deems to be insubstantial.

C-3. THE INVALIDATIONS of any provisions or provisions of these restrictions set forth herein by judgment or court order shall not effect or modify any of the other provisions of said restrictions which shall remain in full force and effect.

DATED this 2nd day of April, 1961.

Signed, sealed and declared in the presence of:

*Patricia J. Russell*

JANUS FINANCIAL CORPORATION

BY: *[Signature]*  
Title: Exec. V.P.

STATE OF FLORIDA  
COUNTY OF

BEFORE ME personally appeared Charles R. Koons to me well known and known to me to be the individual described in and who executed the foregoing instrument and acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 2nd day of April, 1981.

Patricia J. Russell  
Notary Public  
Notary Public, State of Florida at Large  
My Commission Expires Jan. 19, 1983  
1-19-83

THIS INSTRUMENT PREPARED BY:  
RICHARD G. WEINBERG  
P. O. BOX 408  
ST. AUGUSTINE, FL. 32084

FILED AND RECORDED IN  
PUBLIC RECORDS OF  
1981 APR -3 PM 3:22  
Earl "Bud" Hurd  
CLERK OF CIRCUIT COURT

DESIGNATION OF ARCHITECTURAL CONTROL COMMITTEE

The undersigned, as the record owner of a majority of the Lots in Ponte Vedra Shores West, pursuant to the authority set forth in the covenants and restrictions for Ponte Vedra Shores West recorded in Official Records Volume 488, page 255, Public Records of St. Johns County, Florida, hereby appoint as the Architectural Control Committee called for in said covenants and restrictions, Ronald Weaver and Charles Fonda.

INLET DEVELOPMENT CORPORATION

BY: Charles M. Lorch  
Its President

STATE OF FLORIDA  
COUNTY OF St. Johns

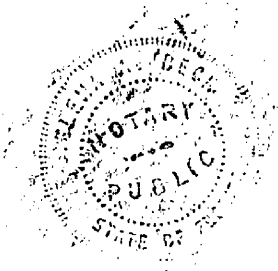
Before me personally appeared Charles M. Lorch, to me well known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged to and before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 3rd day of June, 1983, at St. Johns County and State aforesaid.

Elexa A. Dech  
NOTARY PUBLIC in and for the County and State Aforesaid.

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
My Commission Expires July 19, 1985



FILED AND RECORDED IN  
PUBLIC RECORDS OF  
ST. JOHN'S COUNTY, FLORIDA  
1983 JUN -3 PM 4: 04  
Paul "Bunk" Markel  
CLERK OF CIRCUIT COURT

ASSIGNMENT  
RE COVENANTS AND RESTRICTIONS

For good and valuable consideration, JANUS FINANCIAL CORPORATION, a Delaware corporation, and P. DOUGLAS FREEDLE ("Assignor") hereby assign to INLET DEVELOPMENT CORPORATION, a Florida corporation ("Assignee") all of Assignor's rights and powers to waiver or modify the covenants and restrictions for Ponte Vedra Shores West recorded in Official Records Volume 488, Page 255, public records of St. Johns County, Florida (the "Covenants") or to grant variances as to violations thereof or any rights, powers or authority of Assignor retained under the terms of the Covenants, and any rights pursuant to their position as members of the Architectural Control Committee established by the Covenants.

IN WITNESS WHEREOF, the undersigned have set their hands and seals this 1<sup>st</sup> day of December, 1982.

JANUS FINANCIAL CORPORATION

By P. Douglas Freedle  
Its President

P. Douglas Freedle  
P. DOUGLAS FREEDLE

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

1984 FEB 22 PM 4: 27

Carl "Bud" Munkel  
CLERK OF CIRCUIT COURT

ret to → THIS INSTRUMENT WAS PREPARED BY  
JOHN F. KATTMAN, ATTORNEY  
KATTMAN, ESHELMAN & MacLENNAN, P.A.  
800 BLACKSTONE BLDG., JAX., FLA. 32102

Prepared by, Record and Return To:  
Christopher J. Hurst, Esquire  
Christopher J. Hurst, P.A.  
4540 Southside Blvd., Suite 302  
Jacksonville, Florida 32216

Public Records of  
St. Johns County, FL  
Clerk# 98046027  
O.R. 1355 PG 811  
02:48PM 10/13/1998  
REC \$9.00 SUR \$1.50

**ASSIGNMENT OF DEVELOPER'S RIGHTS UNDER COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR PONTE VEDRA SHORES WEST**

THIS ASSIGNMENT is made by Inlet Development Corporation, a Florida corporation ("Assignor") and Shell Bay, Inc., a Florida corporation ("Assignee") as of the 7th day of October, 1998.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollar (\$10.00) and other good and valuable considerations INLET DEVELOPMENT CORPORATION, a Florida corporation ("Assignor") hereby assigns to SHELL BAY, INC., a Florida corporation ("Assignee"), all of Assignor's rights and powers under the covenants including to waive or modify the covenants and restrictions for Ponte Vedra Shores West as recorded in Official Records Volume 488, page 255 as supplemented in Official Records Volume 605, page 302 and Official Records Volume 655, page 1772, all public records of St. Johns County, Florida (the "Covenants") or to grant variances as to violations thereof or any rights, powers or authority of Assignment retained under the terms of the Covenants, and any rights pursuant to their position as members of the Architectural Control Committee established by the Covenants, by that certain Assignment Re: Covenants and Restrictions as recorded in Official Records Volume 629, page 6, of the public records of St. Johns County, Florida.

IN WITNESS WHEREOF, Assignor and Assignee have executed this Assignment as of the day and year first above written.

Signed, sealed and delivered  
in our presence as witnesses:

Inlet Development Corporation,  
a Florida corporation

Ina M. Myers  
Witness

By: Ronald W. Weaver  
Ronald W. Weaver  
Its President

Shula E. Brad  
Witness

Shell Bay, Inc.,  
a Florida corporation

Rita Weber  
Witness

By: Michael E. Braren  
Michael E. Braren  
Its Vice President

Frank Lasci  
Witness

158717

3  
2

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of October, 1998, by Ronald W. Weaver, as President of Inlet Development Corporation, a Florida corporation, on behalf of the corporation. He is personally known to me or produced \_\_\_\_\_ as identification.

Sheila M. Elrod  
Notary Public  
Commission Expires: 6-02-2001  
(Seal)

SHEILA M. ELROD  
Notary Public, State of Florida  
My Comm. expires June 2, 2001  
Comm. No. CC651886

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of October, 1998, by Michael E. Braren, as Vice President of Shell Bay, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or produced \_\_\_\_\_ as identification.

Rita Weber  
Notary Public  
Commission Expires: \_\_\_\_\_  
(Seal)



Rita Weber  
MY COMMISSION # CC757329 EXPIRES  
August 29, 2002  
BONDED THRU TROY FAIN INSURANCE, INC.

2423

PONTE VEDRA SHORES WEST  
2085 N.W. Spanish #200  
St. Augustine, FL 32084

DUBRETT

This document prepared by  
DUBSON & BROWN, P.A.  
RUSSELL W. DOBSON, Esq.  
65 Church Street, Suite A  
St. Augustine, Florida 32084

Space reserved for Clerk pursuant to Sec. 895.26, F.S., and/or Rule 2.755(f)(2)  
Florida Rules of Judicial Administration

First Amendment to  
Declaration of Supplemental  
Covenants and Restrictions  
for  
Ponte Vedra Shores West

Public Records of  
St. Johns County, FL  
Clerk# 00-008847  
O.R. 1470 PG 1495  
04:54PM 01/28/2000  
REC \$25.00 SUR \$3.50

THIS FIRST AMENDMENT TO  
DECLARATION OF SUPPLEMENTAL  
COVENANTS AND RESTRICTIONS OF  
PONTE VEDRA SHORES WEST, is approved  
on the days and dates shown below by at least  
90 percent of the members at the Association.  
The Declaration of Supplemental Covenants and  
Restrictions for Ponte Vedra Shores West is recorded at Official Records Book 605, Pages 302  
through 316, and at Official Records Book 655, Pages 1772 through 1777 of the Public Records of  
St Johns County, Florida. The Declaration of Supplemental Covenants and Restrictions of Ponte  
Vedra Shores West supplements the Covenants and Restrictions, Ponte Vedra Shores West, Map  
Book 14, Pages 34 and 35, Public Records of St. Johns County, Florida as recorded in Official  
Records Book 488, Pages 255 through 258, of the Public Records of St. Johns County, Florida.

This First Amendment modifies Article IV, Section 3, of the Declaration of Supplemental  
Covenants and Restrictions of Ponte Vedra Shores West, as follows (additions are underlined,  
deletions are stricken):

Section 3. 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 percent (90%) by the written approval of not less than fifty percent (50%) plus one (1) of the  
members of the Association and thereafter by an instrument signed by not less than seventy-five  
percent (75%) of the members of the Association. Any amendment must be recorded

WITNESS OUR HAND AND SEALS on the dates shown below.

PONTE VEDRA SHORES WEST  
HOMEOWNERS' ASSOCIATION, INC.

By Norman Stephens  
\_\_\_\_\_, Its President

OR1470P61496

Attest Gaye Lewin  
\_\_\_\_\_, Secretary  
(Seal)

STATE OF FLORIDA  
COUNTY OF ST JOHNS

The foregoing Certificate of Amendment was sworn to, subscribed and acknowledged before me this 25<sup>th</sup> day of JANUARY, ~~1999~~ by NORM STEPHENS as President of Ponte Vedra Shores West, a Florida not-for-profit corporation, on behalf of said corporation. NORM STEPHENS produced a Florida Driver's license as identification and did take an oath.

Edna R. Griffey  
\_\_\_\_\_  
Notary Public, State of Florida



DR1470PG1497

The attached prepared by  
Dobson & Brown, P.A.  
4001 W. Beach, Suite 200  
P.O. Box 1000, Santa Fe  
St. Augustine, Florida 32084

Space reserved for Clerk pursuant to Sec. 695.26, F.S. and/or Rule 2.015(c)  
Florida Rules of Judicial Administration

**Certificate of Amendment  
First Amendment to  
Declaration of Supplemental  
Covenants and Restrictions  
for  
Ponte Vedra Shores West**

COME NOW the undersigned President and Secretary of the Ponte Vedra Shores West Homeowners' Association, Inc. and hereby certify the following:

1. That the attached writing is a true copy of the First Amendment to Declaration of the Supplemental Covenants and Restrictions for Ponte Vedra Shores West.

2. That the Amendment was adopted by the signatures of ninety (90) percent or more of the members of the Ponte Vedra Shores Homeowners' Association, Inc.

3. The adopted amendment appears in the minutes of the Association meeting, is attached hereto and is unrevoked.

EXECUTED this 25<sup>th</sup> day of JANUARY, <sup>2000</sup>~~1999~~ at St. Augustine, St. Johns County, Florida.

**PONTE VEDRA SHORES WEST  
HOMEOWNERS' ASSOCIATION, INC.**

By: Norman Stephens  
Its President

Attest: Guy Janni  
Secretary  
(Seal)

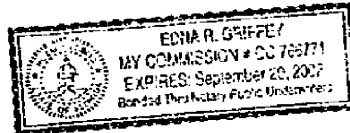
**STATE OF FLORIDA  
COUNTY OF ST. JOHNS**

The foregoing Certificate of Amendment was sworn to, subscribed and acknowledged before me this 25<sup>th</sup> day of JANUARY, <sup>2000</sup>~~1999~~ by NORMAN STEPHENS, as President of Ponte Vedra Shores West, a Florida not-for-profit corporation, on behalf of said corporation.

OR1470PG1498

\_\_\_\_\_ produced a Florida Driver's license as identification and did take an oath

*Edna R. Griffey*  
\_\_\_\_\_  
Notary Public, State of Florida



PONTE VEDRA SHORES WEST HOMEOWNERS' ASSOCIATION INC.  
BOARD OF DIRECTORS  
RESOLUTION PROPOSING FIRST AMENDMENT TO  
DECLARATION OF SUPPLEMENTAL COVENANTS AND RESTRICTIONS  
FOR PONTE VEDRA SHORES WEST

A Resolution of the Board of Directors of the Ponte Vedra Shores West Homeowners' Association, Inc. proposing the First Amendment to the Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West.

WHEREAS, the Board of Directors of the Ponte Vedra Shores West Homeowners' Association, Inc. finds the documents governing the operation of the Association and the control, maintenance and repair of the common elements and the properties subject to the jurisdiction of the Association must provide to the Association the flexibility to address the frequently changing needs of the Association and its members;

THEREFORE, BE IT RESOLVED by the Board of Directors of the Ponte Vedra Shores West Homeowners' Association, Inc., as follows:

Section 1. That Article VI, Section 3, of the Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West shall be amended as follows (additions are underlined; deletions are stricken):

Section 3. 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 percent (90%)~~ by the written approval of not less than fifty percent (50%) plus one (1) of the members of the Association and thereafter by an instrument signed by not less than seventy-five percent (75%) of the members of the Association. Any amendment must be recorded.

Section 2. That the Amendment shall become effective upon the approval of 90 percent of the members of the Association as evidenced by their signatures on an instrument of amendment.

Section 3. That the proposed amendment to Article VI, Section 2, of the Declaration of Supplemental Covenants and Restrictions of Ponte Vedra Shores West shall be presented for approval of the owners of residential lots in the subdivision.

Section 4. That upon execution of the instrument of amendment by the required number of owners and the ratification of the instrument of amendment by the Board of Directors, the President and Secretary of the Association are authorized to execute and record in the public records of St. Johns County, Florida a certificate of amendment.

OR1470P61500

PASSED this 9<sup>th</sup> day of DEC, 1999 by the Board of Directors of the Ponte Vedra  
Shores West Homeowners' Association, Inc.

Norman Stephens  
President

Attest: [Signature]  
Secretary  
(Seal)

Return To:

Jacobs, Jacobs & Assoc., Inc.  
2085 A1A South, Ste. 201  
St. Augustine, FL 32084

The current version of  
Florida Statute  
is the best  
to use.

Space reserved for Clerk pursuant to Sec. 216.28, F.S., under Rule 2.053(c)  
Florida Rules of Judicial Administration

Second Amendment to  
The Declaration of Supplemental  
Covenants and Restrictions  
for  
Ponte Vedra Shores West

Public Records of  
St. Johns County, FL  
Clerk# 00-026453  
O.R. 1505 PG 1268  
03:32PM 06/21/2000  
REC \$9.00 SUR \$1.50

**THIS SECOND AMENDMENT TO  
THE DECLARATION OF SUPPLEMENTAL  
COVENANTS AND RESTRICTIONS FOR  
PONTE VEDRA SHORES WEST**

is approved on the days and dates shown below by at least Fifty (50%) percent plus one (1) of the voting members at the Association. The Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West is recorded at Official Records Book 605, Page 302 and at Official Records Book 655, Page 1772 of the Public Records of St. Johns County, Florida. The Declaration of Supplemental Covenants and Restrictions of Ponte Vedra Shores West Homeowners' Association, Inc. supplements the Covenants and Restrictions, Ponte Vedra Shores West, Map Book 14, Pages 34 and 35, Public Records of St. Johns County, Florida as recorded in Official Records Book 488, Page 255 of the Public Records of St. Johns County, Florida. The First Amendment to the Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West is recorded at Official Records Book 1470, Page 1495 of the Public Records of St. Johns County, Florida.

This Second Amendment modifies Article III, Section 1 and Article III, Section 2 of the Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West as follows (additions are underlined, deletions are strikethrough):

**Section 1.** That Article III, Section 1 and Article III, Section 2, Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West Homeowners' Association, Inc. shall be amended as follows (additions are underlined; deletions are strikethrough):

**Article III, Section 1. Membership and Voting Rights.** ~~Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.~~

~~Every person or entity who is a record owner of a fee or undivided fee interest in any unit which is subject by covenant of record to assessment by this Association, including contract sellers, shall be a member of this Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any unit which is subject to assessment by the Association.~~

DR1505P61269

Article III. Section 2. The Association shall have two classes of voting membership.

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such person shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member(s) shall be the Declarant (as defined in the Declaration), and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier.

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

(b) on August 1, 1987.

Members as defined above are entitled to one (1) vote for each unit owned. If more than one person holds the record title to any unit, all such persons are members, but there may be only one vote cast with respect to such unit. Such vote may be exercised as the co-owners determine among themselves, but no split vote is permitted. Before any meeting at which a vote is to be taken, each co-owner must file the name of the voting co-owner with the secretary of the Association to be entitled to vote at such meeting, unless co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any unit is held by husband and wife, either co-owner is entitled to cast the vote for such unit unless and until the Association is otherwise notified in writing. If title is held by a corporation, the secretary of the corporation shall file with the Association a certificate designating the authorized voting representative of the corporation, which shall be effective until rescinded by the corporation.

WITNESS OUR HAND AND SEALS on the dates shown below.

PONTE VEDRA SHORES WEST  
HOMEOWNERS' ASSOCIATION, INC.

By: Norm Stephens  
9/8/87 Its President

Attest: Greg Brown  
Secretary  
(Seal)

Revised 701  
Jacobs, Jacobs & Assoc., Inc.  
2085 A1A South, Ste. 201  
St. Augustine, FL 32084

This document prepared by  
Dobson & Brown, P.A.  
attorneys at law  
2085 A1A South, Ste. 201  
St. Augustine, FL 32084

Space reserved for Clerk's Receipt to Doc. REC 20, P.C., under Rule 2.035(b)  
Florida Rules of Judicial Administration

**Certificate of Amendment  
First Amendment to  
Declaration of Supplemental  
Covenants and Restrictions  
for  
Ponte Vedra Shores West**

COME NOW the undersigned President and Secretary of the Ponte Vedra Shores West Homeowners' Association, Inc. and hereby certify the following:

1. That the attached writing is a true copy of the First Amendment to Declaration of the Supplemental Covenants and Restrictions for Ponte Vedra Shores West.

2. That the Amendment was in accordance with the requirements of the Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West.

3. The adopted amendment appears in the minutes of the Association meeting, is attached hereto and is unrevoked.

EXECUTED this 9<sup>th</sup> day of DECEMBER, 1999 at St. Augustine, St. Johns County, Florida.

PONTE VEDRA SHORES WEST  
HOMEOWNERS' ASSOCIATION, INC.

By: [Signature]  
Its President

Attest: [Signature]  
Secretary  
(Seal)

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

The foregoing Certificate of Amendment was sworn to, subscribed and acknowledged before me this 9<sup>th</sup> day of December, 1999, by [Signature], as President of Ponte Vedra Shores West, a Florida not-for-profit corporation, on behalf of said corporation.

Public Records of  
St. Johns County, FL  
Clerk# 00-026452  
O.R. 1505 PG 1265  
03:32PM 06/21/2000  
REC \$13.00 SUR \$2.00

Sent by: COBBON & BROWN, PA.

9048249238;

12/15/99 12:29PM; Job #138; Page 3/3

QR1505P61266

Knew to me produced a Florida Driver's license as identification and did take an oath.

Lona F. Griffey  
Notary Public, State of Florida



0R1505P61267

**Ponte Vedra Shores West Homeowners Association, Inc.**

**Minutes - Board of Directors Meeting**

**Held at 211 1/2 St. Augustine, Florida 32085**

**December 9, 1999**

1. **Call to Order.** Mr. Stephens, President, called the meeting to order at 7:00 P.M. on the date above noted.
2. **Determination of a quorum.** Directors Mr. Norm Stephens, Mrs. Glennis Morris, Mr. Pete Heckman, Ms. Gayle Irwin and Mr. Buck Griffin were present. A quorum was announced. Also in attendance were Mr. Philip H. Jacobs, Managing Agent, Mr. Ron Brown, Attorney for the Association and Mr. Spencer Cason.
3. **New Business.**
  - **Discussion of Covenant Revision:** Mr. Brown, Attorney, addressed the board on the options related to revising the covenants of the Association. Mr. Stephens announced that the Association has received the necessary 90% vote of the eligible voters to reduce the vote necessary from 90% to a simple majority to revise the Association's covenants. A resolution from the Board attesting that the Board approves this change is necessary and an "Amendment" offered by Mr. Brown will need to be filed with the Clerk of the Court in St. Johns County. Mr. Stephens moved, seconded by Mr. Heckman, that the Resolution be filed in the public records of St. Johns County. All yes, motion carried.
  - **Consideration of Building design approval:** Mr. Spencer Cason, owner of 4400 Seagate Lane, requested permission from the Board to alter the building in accordance with Exhibit (1). Mr. Stephens moved, seconded by Mr. Heckman, to ratify the approval for these changes, previously approved by a phone vote on December 1, 1999. Mr. Stephens moved, seconded by Ms. Irwin, to approve the plans/elevation presented by Mr. Cason for new construction on lots 2, 3, 16, 17 & 18.
4. **Confirmation.** Mr. Stephens confirmed that the meeting had been announced in accordance with the Bylaws of the Association and the state statutes.
5. **Approval of the Minutes of the September 21, 1999 meeting.** Mr. Heckman moved, seconded by Ms. Irwin, to waive the reading of the minutes and approve as presented.
6. **Financial Report.** Mr. Jacobs announced that the operating account, as of December 9, 1999, has \$4,548.00. The reserve account contains \$22,037.00.
7. **New Business (Continued).**
  - **Mulching.** Mr. Griffin moved, seconded by Ms. Irwin, to approve mulching of the front areas of each building. All yes, motion carried.
  - **Consideration of the 2000 Operating Budget.** Mr. Heckman moved, seconded by Mr. Griffin to approve the budget as presented. All yes, motion carried.
  - **Consideration of Management Contract.** Mr. Heckman moved, seconded by Ms. Irwin, to approve the Management Contract for Jacobs, Jacobs & Associates, Inc. All yes, motion carried.
8. **Call to Adjourn.** Mr. Stevens moved, seconded by Mr. Morris, the meeting be adjourned. All yes, meeting adjourned at 7:34 P.M.

Respectfully submitted,

  
Gayle Irwin, Secretary

Actual 70;

Jacobs, Jacobs & Assoc., Inc.  
2085 AIA South, Ste. 201  
St. Augustine, Fl. 32084

②  
8.0.19

**PONTE VEDRA SHORES WEST HOMEOWNERS' ASSOCIATION INC  
BOARD OF DIRECTORS  
RESOLUTION PROPOSING FIRST AMENDMENT TO  
DECLARATION OF SUPPLEMENTAL COVENANTS AND RESTRICTIONS  
FOR PONTE VEDRA SHORES WEST**

A Resolution of the Board of Directors of the Ponte Vedra Shores West Homeowners' Association, Inc proposing the First Amendment to the Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West.

WHEREAS, the Board of Directors of the Ponte Vedra Shores West Homeowners' Association, Inc finds the documents governing the operation of the Association and the control, maintenance and repair of the common elements and the properties subject to the jurisdiction of the Association must provide to the Association the flexibility to address the frequently changing needs of the Association and its members;

THEREFORE, BE IT RESOLVED by the Board of Directors of the Ponte Vedra Shores West Homeowners' Association, Inc., as follows:

Section 1. That Article VI, Section 3, of the Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West shall be amended as follows (additions are underlined; deletions are stricken):

Section 3. 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 percent (90%) by the written approval of not less than fifty percent (50%) plus one (1) of the members of the Association, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the members of the Association. Any amendment ~~must~~ be recorded

Section 2. That the Amendment shall become effective upon the approval of 90 percent of the members of the Association as evidenced by their signatures on an instrument of amendment.

Section 3. That the proposed amendment to Article VI, Section 2, of the Declaration of Supplemental Covenants and Restrictions of Ponte Vedra Shores West shall be presented for approval of the owners of residential lots in the subdivision.

Section 4. That upon execution of the instrument of amendment by the required number of owners and the ratification of the instrument of amendment by the Board of Directors, the President and Secretary of the Association are authorized to execute and record in the public records of St Johns County, Florida a certificate of amendment.

Public Records of  
St. Johns County, FL  
Clerk# 00-026451  
O.R. 1505 PG 1263  
03:32PM 06/21/2000  
REC \$9.00 SUR \$1.50

0R1505P61264

PASSED this <sup>19<sup>th</sup></sup> <sup>Day</sup> of June, 1999 by the Board of Directors of the Ponte Vedra Shores  
West Homeowners' Association, Inc.

*Blaine J. Meni*  
President

Attest: *Janet J. Meni*  
Secretary  
(Seal)

This instrument prepared by and )  
should be returned to: )  
)  
Elizabeth A. Lanham-Patrie, Esq. )  
TAYLOR & CARLS, P.A. )  
150 N. Westmonte Dr. )  
Altamonte Springs, FL 32714 )  
(407) 660-1040 )

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**NOTICE OF PRESERVATION OF  
DECLARATION**

**THIS NOTICE** is being recorded pursuant to Sections 712.05 and 712.06, Florida Statutes, in order to preserve the easements, restrictions, covenants, conditions and all other provisions of the following:

1. Covenants and Restrictions Ponte Vedra Shores West, Map Book 14, Pages 34 and 35, Public Records, St. Johns County, Florida recorded on April 3, 1981 at Official Records Book 488, Page 255;
2. Designation of Architectural Control Committee recorded at Official Records Book 587, Page 219;
3. Assignment Re Covenants and Restrictions recorded at Official Records Book 629, Page 6;
4. Declaration of Supplemental Covenants, Conditions and Restrictions recorded at Official Records Book 605, Page 302;
5. Declaration of Supplemental Covenants, Conditions and Restrictions of Ponte Vedra Shores West recorded at Official Records Book 655, Page 1772;
6. Declaration of Covenants, Restrictions, Easements and Party Wall Agreement recorded at Official Records Book 879, Page 1355;
7. Assignment of Developer's Rights Under Covenants, Conditions and Restrictions for Ponte Vedra Shores West recorded at Official Records Book 1355, Page 811;
8. First Amendment to Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West recorded at Official Records Book 1470, Page 1495;
9. Ponte Vedra Shores West Homeowners Association Inc Board of Directors Resolution Proposing First Amendment to Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West recorded at Official Records Book 1505, Page 1263;
10. Certificate of Amendment First Amendment to Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West recorded at Official Records Book 1505, Page 1265;

- 11. Second Amendment to The Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West recorded at Official Records Book 1505, Page 1268;

all of the Public Records of St. John's County, Florida (hereinafter collectively referred to as the "Declaration").

The property affected by this Notice is described as:

All real property on the Plat of PONTE VEDRA SHORES WEST as recorded in Map Book 14, Pages 34 and 35, of the Public Records of St. John's County, Florida;

Ponte Vedra Shores West - Lot 15 Replat as recorded in Map Book 46, Pages 104 and 105, of the Public Records of St. John's County, Florida; and

Ponte Vedra Shores West - Lot 31 Replat as recorded in Map Book 45, Pages 72 and 73 of the Public Records of St. John's County, Florida.


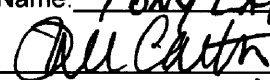
The name and address of the homeowners' association filing this Notice on behalf of the Members is Ponte Vedra Shores West Homeowners' Association, Inc., a Florida nonprofit corporation, c/o Danielle Savin, LCAM, Madison Property Management Solutions, 7643 Gate Parkway, Suite 104 PMB 188, Jacksonville, FL 32256 (hereinafter "Association").

Attached hereto as Exhibit "A" is an Affidavit executed by the President of the Association affirming that the meeting's date, time, place and the statement required by Section 712.06(1)(b), Florida Statutes, was mailed to the Members at least seven (7) days prior to the Special Board of Directors Meeting, where the Board of Directors approved the preservation of the Declaration.

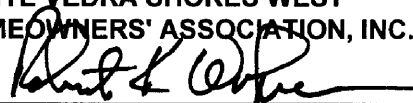
By their signatures below, the President and Secretary of the Association hereby certify that preservation of the Declaration was duly approved by at least two-thirds (2/3) of the members of the Board of Directors at a Special Board of Directors Meeting held on February 10 2011.

EXECUTED at Ponte Vedra Beach (city), St. John's County, Florida, on this 10<sup>th</sup> day of FEBRUARY, 2011.

WITNESSES:

  
 Print Name: Tony Layton  
  
 Print Name: TONI CRAVNER

PONTE VEDRA SHORES WEST HOMEOWNERS' ASSOCIATION, INC.

By:   
 Print Name: ROBERT K. WAGNER  
 President  
 Address: 2304 WINDHAMMER LANE  
ST AUGUSTINE, FL 32084

Danielle Savin  
Print Name: Danielle Savin  
Dot Peck  
Print Name: Dot Peck

Attest: Phyllis D. Heisey  
Print Name: PHYLLIS D. HEISEY  
Secretary  
Address: 304 SEAGATE LN S  
ST. AUGUSTINE, FL 32084

(CORPORATE SEAL)

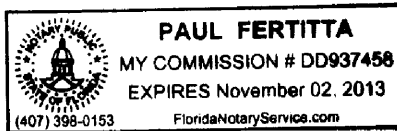
STATE OF FLORIDA  
COUNTY OF ST JOHN S

THE FOREGOING INSTRUMENT was acknowledged before me this 10 day of FEBRUARY, 2011, by ROBERT WAGNER and PHYLLIS HEISEY, as the President and Secretary, respectively, of PONTE VEDRA SHORES WEST HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, who (check one)  are personally known to me or  produced \_\_\_\_\_ (type of identification) as identification. They acknowledged executing this document in the presence of two subscribing witnesses, 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 on this 10 day of FEBRUARY, 2011.

Paul Fertitta  
Notary Public - State of Florida  
Print Name: PAUL FERTITTA  
Commission No.: DD 937458  
My Commission Expires: 02 NOV 2013

Pvsw01 MRTA notice of preservation



**EXHIBIT "A"**

**AFFIDAVIT OF ROBERT WAGNER**

STATE OF FLORIDA  
COUNTY OF ST. JOHN'S

BEFORE ME, the undersigned authority personally appeared **ROBERT WAGNER** who, after first being duly sworn, deposes and says:

1. I am the President of Ponte Vedra Shores West Homeowners' Association, Inc. (the "Association"), and I have personal knowledge of the matters contained herein and know them to be true and correct.
2. That the Board of Directors Meeting was scheduled for February 10, 2011, at 7:00 p.m. That the Board of Directors of the Association caused a notice setting forth the date, time, place and the following Statement of Marketable Title Action to be mailed to the Members of the Association not less than seven (7) days prior to the Board of Directors meeting, at which the Board of Directors voted to preserve the Covenants and Restrictions Ponte Vedra Shores West, Map Book 14, Pages 34 and 35, Public Records, St. Johns County, Florida recorded on April 3, 1981 at Official Records Book 488, Page 255; the Designation of Architectural Control Committee recorded at Official Records Book 587, Page 219; the Assignment Re Covenants and Restrictions recorded at Official Records Book 629, Page 6; the Declaration of Supplemental Covenants, Conditions and Restrictions recorded at Official Records Book 605, Page 302; the Declaration of Supplemental Covenants, Conditions and Restrictions of Ponte Vedra Shores West recorded at Official Records Book 655, Page 1772; the Declaration of Covenants, Restrictions, Easements and Party Wall Agreement recorded at Official Records Book 879, Page 1355; the Assignment of Developer's Rights Under Covenants, Conditions and Restrictions for Ponte Vedra Shores West recorded at Official Records Book 1355, Page 811; the First Amendment to Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West recorded at Official Records Book 1470, Page 1495; the Ponte Vedra

Shores West Homeowners Association Inc Board of Directors Resolution Proposing First Amendment to Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West recorded at Official Records Book 1505, Page 1263; the Certificate of Amendment First Amendment to Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West recorded at Official Records Book 1505, Page 1265; the Second Amendment to The Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West recorded at Official Records Book 1505, Page 1268 all of the Public Records of St. John's County, Florida (hereinafter collectively referred to as the "Declaration") burdening the property of the Members of the Association pursuant to Chapter 712, Florida Statutes.

**STATEMENT OF MARKETABLE TITLE ACTION**

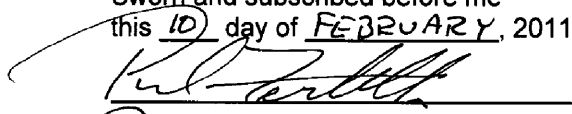
The Ponte Vedra Shores West Homeowners' Association, Inc. (the "Association") has taken action to ensure that the Covenants and Restrictions Ponte Vedra Shores West, Map Book 14, Pages 34 and 35, Public Records, St. Johns County, Florida recorded on April 3, 1981 at Official Records Book 488, Page 255; the Designation of Architectural Control Committee recorded at Official Records Book 587, Page 219; the Assignment Re Covenants and Restrictions recorded at Official Records Book 629, Page 6; the Declaration of Supplemental Covenants, Conditions and Restrictions recorded at Official Records Book 605, Page 302; the Declaration of Supplemental Covenants, Conditions and Restrictions of Ponte Vedra Shores West recorded at Official Records Book 655, Page 1772; the Declaration of Covenants, Restrictions, Easements and Party Wall Agreement recorded at Official Records Book 879, Page 1355; the Assignment of Developer's Rights Under Covenants, Conditions and Restrictions for Ponte Vedra Shores West recorded at Official Records Book 1355, Page 811; the First Amendment to Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West recorded at Official Records Book 1470, Page 1495; the Ponte Vedra Shores West Homeowners Association Inc Board of Directors Resolution Proposing First

Amendment to Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West recorded at Official Records Book 1505, Page 1263; the Certificate of Amendment First Amendment to Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West recorded at Official Records Book 1505, Page 1265; the Second Amendment to The Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West recorded at Official Records Book 1505, Page 1268 all of the Public Records of St. John's County, Florida (hereinafter collectively referred to as the "Declaration"), as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of St. John's County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

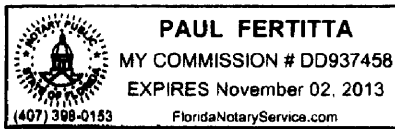
FURTHER AFFIANT SAYETH NAUGHT.

  
 Affiant, Robert Wagner

Sworn and subscribed before me this 10 day of FEBRUARY, 2011

  
 \_\_\_\_\_  
 PAUL FERTITTA

(Print Name)  
 Notary Public at Large  
 My Commission Expires:  
 Commission No.:



Personally Known X or Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_

Pvsw01 MRTA Affidavit

THIS INSTRUMENT WAS PREPARED BY )  
AND SHOULD BE RETURNED TO: )  
)  
Robyn M. Severs )  
Becker )  
100 Whetstone Place, Suite 302 )  
St. Augustine, FL 32086 )  
(904) 423-5372 )  
)  
Property Appraisers Parcel ID #:1423300060 )  
\_\_\_\_\_ )

**AGREEMENT**

THIS AGREEMENT (this "Agreement") is hereby made and executed as of the 4th  
day of February, by PVSW HOMEOWNERS' ASSOCIATION, INC., a Florida not  
for profit corporation, whose address is c/o Madison Property Management Solutions, LLC, 6960  
Bonneval Road, Suite 302, Jacksonville, FL 32216 (hereinafter "Association"), and INDIGO  
PARTNERS LLC, a Florida limited liability company, whose address is 105 Indigo Run, Ponte  
Vedra, FL 32082, its heirs, successors and assigns, (hereinafter "Owner"). (Collectively, the  
Association and the Owner shall be referred to herein as the "Parties").

**WITNESSETH:**

WHEREAS, the Association is the not for profit corporation which was created to operate  
and manage that certain real property in St. Johns County, Florida referred to as Ponte Vedra  
Shores West, as found on the following plats:

- Plat of Ponte Vedra Shores West, as recorded in Map Book 14, Pages 34 & 35;
- Ponte Vedra Shores West – Lot 15 Replat, as recorded in Map Book 46, Pages 104  
& 105; Ponte Vedra Shores West – Lot 31 Replat, as recorded in Map Book 45,  
Pages 72 & 73; all of the Public Records of St. Johns County, Florida;

WHEREAS, the Owner is the owner of certain real property located in St. Johns County,  
Florida, in Ponte Vedra Shores West, at 600 Seagate Lane, St. Augustine, FL 32084 (hereinafter  
"Subject Property"), which property is more particularly described as:

- Lot 6, Ponte Vedra Shores West, as recorded in Map Book 14, Pages 34 & 35,  
Public Records, St. Johns County, Florida;

WHEREAS, the Subject Property is, and has been at all times, subject to the following instruments:

- i. Covenants and Restrictions Ponte Vedra Shores West, Map Book 14 Pages 34 and 35, Public Records St. Johns County, Florida, recorded at Official Records Book 488, Page 255;
- ii. Designation of Architectural Control Committee, recorded at Official Records Book 587, Page 219;
- iii. Assignment Re Covenants and Restrictions, recorded at Official Records Book 629, Page 6;
- iv. Declaration of Supplemental Covenants, Conditions and Restrictions recorded at Official Records Book 605, Page 302;
- v. Declaration of Supplemental Covenants, Conditions and Restrictions of Ponte Vedra Shores West recorded at Official Records Book 655, Page 1772;
- vi. Assignment of Developer's Rights Under Covenants, Conditions and Restrictions for Ponte Vedra Shores West recorded at Official Records Book 1355, Page 811;
- vii. First Amendment to Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West, recorded at Official Records Book 1470, Page 1495;
- viii. Ponte Vedra Shores West Homeowners' Association, Inc. Board of Directors Resolution Proposing First Amendment to Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West, recorded at Official Records Book 1505, Page 1263;
- ix. Certificate of Amendment First Amendment to Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West, recorded at Official Records Book 1505, Page 1265;
- x. Second Amendment to the Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West, recorded at Official Records Book 1505, Page 1268;
- xi. Notice of Preservation of Declaration, recorded at Official Records Book 3410, Pages 396-401; all of Public Records of St. Johns County, Florida (hereafter the instruments enumerated above shall be collectively referred to as "Declaration");

WHEREAS, the Owner has submitted to the Association plans for approval to build on the Subject Property, two (2) separate buildings containing two (2) attached but separate residential

Units consisting of 3,301 square feet of living space for each Unit, resulting in a total of four (4) residential Units (copies of the site plan and floor plans are attached hereto as Exhibit "A");

WHEREAS, the Association and the Owner have discussed and mutually negotiated certain agreed upon terms for the buildings on the Subject Property;

WHEREAS, the Association has determined that it is in the best interests of the Association to enter into this Agreement with the Owner to confirm and document the agreed upon terms.

NOW, THEREFORE, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Association and the Owner hereby agree as follows:

1. All statements above are true and correct and are hereby incorporated herein.
2. Any word, phrase or term not otherwise defined in this Agreement shall be given the same meaning and definition as those words, terms, and phrases defined in the Declaration.
3. The Owner shall construct the buildings in accordance with the plans, attached as Exhibit A, to this Agreement;
4. The Owner shall not subdivide the Subject Property and the Parties hereby acknowledge, understand and agree that conveyance of separate residential Units to be constructed on the Subject Property shall not be considered or deemed as a subdivision of same
5. The Subject Property shall only be entitled to one vote in Association matters, which shall be exercised by the owners of the Subject Property as they decide among themselves.
6. Each residential Unit on the Subject Property will be liable for the same amount of assessments, special assessments, and common expenses imposed against every other Unit in Ponte Vedra Shores West.
7. The Owner of the Subject Property is permitted to impose and record any additional covenants and restrictions on the Subject Property. However, in the event of a conflict between the terms of the Subject Property's additional covenants and restrictions, and the Association's Declaration, Articles of Incorporation, and Bylaws, as same may be amended or supplemented from time to time ("Governing Documents), the Association's Governing Documents shall prevail.

8. Should Owner violate this Agreement, the Association shall have the right to seek a mandatory injunction, in addition to any other remedy available at law, to enforce the provisions of this Agreement.

9. This Agreement shall become effective upon the date the last party signs this Agreement.

10. This Agreement and the rights and obligations herein shall be binding upon the successors and assigns, personal representatives, executors, heirs and administrators of the parties hereto.

11. This Agreement constitutes the entire and sole understanding of the parties with respect to the matters contained herein, notwithstanding any prior oral or written statements, instructions, agreements, representations, or other communications.

12. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for all legal actions shall be in St. Johns County, Florida.

13. The covenants, rights and obligations hereby granted, created and declared shall run with and be appurtenant to the lands herein described, and shall run with said lands forever and be binding upon and inure to the benefit of and be enforced by the parties hereto and their respective successors and assigns.

14. This Agreement may not be terminated, modified or amended except by an instrument in writing signed by each of the parties hereto and which may be recorded in the Public Records of St. Johns County, Florida by the Association.

15. In the event any lawsuit, administrative proceedings, or other formal legal action or proceeding is undertaken arising from or related to this Agreement or as a result of an alleged breach of this Agreement, the prevailing party shall be entitled to recover all taxable costs and expenses of said proceeding or action, including reasonable attorneys' fees and expenses, whether incurred before the filing of suit, before trial, at trial, on appeal, or in any ancillary or supplementary proceedings, including but not limited to bankruptcy and appellate proceedings and including attorneys' fees incurred in determining the entitlement to and the amount of attorneys' fees to be awarded.

IN WITNESS WHEREOF, the Association and the Owner have caused this Agreement to be executed in manner and form sufficient to bind them as of the date and year first above written.

WITNESSES:

Lisa Heyer  
Print Name: Lisa Heyer

Lynnda Nick  
Print Name: LYNDA NICK

PVSW HOMEOWNERS' ASSOCIATION, INC.,  
a Florida not-for-profit corporation.

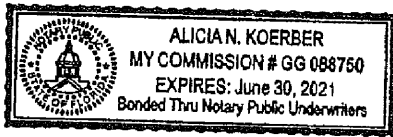
William Capley  
William Capley, President

STATE OF FLORIDA  
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 4 day of February 2019, by William Capley, President, PVSW HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation. He  is personally known to me or  has produced \_\_\_\_\_ as identification.

My commission expires:

Alicia Koerber  
Notary Public  
Alicia Koerber  
Print Name of Notary Public



WITNESSES:

INDIGO PARTNERS LLC, a Florida limited liability company

[Signature]  
Printed Name: J Kevin Finn

[Signature]  
Scot Nahmias, Managing Member

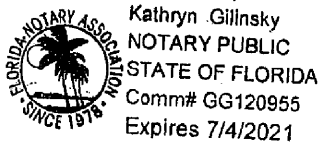
[Signature]  
Printed Name: JANICE E. FINN

STATE OF FLORIDA  
COUNTY OF St Johns

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of January 2018, by Scot Nahmias, Managing Member of INDIGO PARTNERS LLC, a Florida limited liability company. He is Xpersonally known to me or [ ] has produced \_\_\_\_\_ as identification.

My commission expires:

[Signature]  
Notary Public



Kathryn Mary Gillinsky  
Print Name of Notary Public

ACTIVE: 11581236\_1

Prepared by and return to  
Michael J. Barker, Esq.  
Quintairos, Prieto, Wood & Boyer, P.A.  
12428 San Jose Blvd, Ste 1  
Jacksonville, FL 32223

**DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS  
AND PARTY WALL AGREEMENT OF LOT 6 PONTE VEDRA SHORES WEST**

THIS DECLARATION of Covenants, Restrictions, Easements and Party Wall Agreement OF LOT 6 PONTE VEDRA SHORES WEST (this "Declaration"), made as of this 17<sup>th</sup> day of March, 2019, by Indigo Partners, LLC, a Florida limited liability company, hereinafter referred to as the "Declarant".

**RECITALS**

A. Declarant is the Owner of certain property located in St. Johns County, Florida, which property is more fully described as follows:

**Lot 6, PONTE VEDRE SHORES WEST, as recorded in Map Book 14, Pages 34 and 35 of the Public Records of St. Johns County, Florida**

(the "Property" or the "Lot").

B. Declarant has constructed two (2) separate buildings (each a "Building" or collectively the "Buildings") and each Building contains two (2) separate residential Units for a total of four (4) separate residential Units (two (2) in each Building) (each a "Unit" or collectively the "Units"). A preliminary non-final drawing of the Floor Plans for the Buildings and the Site Plan for the Buildings is attached hereto and incorporated herein for illustration purposes as **Composite Exhibit "A"**. The Buildings and Units therein are identified as follows:

**Building 1: Unit A (Unit 601) and Unit B (Unit 602)**

**Building 2: Unit C (Unit 603) and Unit D (Unit 604).**

The Buildings will utilize common party walls to separate the Units.

C. Declarant desires to create as to the Property four (4) residential Unit dwellings located upon the Property and capable of separate alienation, sale, conveyance, encumbrance, mortgage or transfer. The portions of the Property constituting each residential Unit dwelling parcel is more fully described on **Composite Exhibit B** attached hereto and by this reference made a part hereof and such realty, together with all appurtenant rights and improvements existing thereon are hereinafter referred to individually as:

**Building 1: Unit A (Unit 601) and Unit B (Unit 602)**

**Building 2: Unit C (Unit 603) and Unit D (Unit 604).**

D. In order that the Owners of the Units may more fully utilize the Property and in order to preserve and enhance the value and use of the Units, Declarant desires to place certain covenants and restrictions upon the Property, and improvements constructed thereon and desires to provide easements for the use, maintenance, and service of the Property, the Units and improvements located thereon and to further provide for the repair and maintenance of the common party walls separating the Units, as hereinafter provided.

**NOW, THEREFORE**, in consideration of the foregoing and the benefits flowing to the present and future Owners of each of the Units, Declarant does hereby make, declare and impose upon said Property the following Covenants, Restrictions, Easements, and Party Wall Agreement, which shall be and constitute covenants running with title to the Property and the Units hereafter and shall be binding upon the Declarant, its successors and assigns, as well as upon all persons claiming by, through, or under Declarant and each and all subsequent Owners of all or any portion of the Property or the Units, their heirs, legal representatives, successors and assigns.

**ARTICLE I**  
**PRIOR COVENANTS, CONDITIONS AND RESTRICTIONS**

1.1 The Declarant acknowledges that the Property is part of and subject to the homeowners' association known as PVSW Homeowners' Association, Inc., a not for profit Florida corporation (the "Association") including the covenants and restrictions of the Association, which are as follows:

- a. Covenants and Restrictions Ponte Vedra Shores West, Map Book 14 Pages 34 and 35, Public Records St. Johns County, Florida, recorded at Official Records Book 488, Page 255;
- b. Designation of Architectural Control Committee, recorded at Official Records Book 587, Page 219;
- c. Assignment Re Covenants and Restrictions, recorded at Official Records Book 629, Page 6;
- d. Declaration of Supplemental Covenants, Conditions and Restrictions recorded at Official Records Book 605, Page 302;
- e. Declaration of Supplemental Covenants, Conditions and Restrictions of Ponte Vedra Shores West recorded at Official Records Book 655, Page 1772;
- f. Assignment of Developer's Rights Under Covenants, Conditions and Restrictions for Ponte Vedra Shores West recorded at Official Records Book 1355, Page 811;
- g. First Amendment to Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West, recorded at Official Records Book 1470, Page 1495;
- h. Ponte Vedra Shores West Homeowners' Association, Inc. Board of Directors Resolution Proposing First Amendment to Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West, recorded at Official Records Book 1505, Page 1263;
- i. Certificate of Amendment First Amendment to Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West, recorded at Official Records Book 1505, Page 1265;
- j. Second Amendment to the Declaration of Supplemental Covenants and Restrictions for Ponte Vedra Shores West, recorded at Official Records Book 1505, Page 1268;
- k. Notice of Preservation of Declaration, recorded at Official Records Book 3410, Pages 396-401; all of Public Records of St. Johns County, Florida; and

- 1. Agreement recorded at Official Records Book 4676, Page 1740; of the Public Records of St. Johns County, Florida.

(Hereafter the instruments enumerated above shall be collectively referred to as the “Association’s Declaration”).

1.2 The Declarant hereby acknowledges that the provisions of the of the Association’s Declaration continue in full force and effect as to the Property; and that the provisions thereof shall relate to the provisions hereof in the following manner and fashion:

- a. The term “Lot” as defined and used in the Association’s Declaration is synonymous with the term, “Property” as utilized herein.
- b. The term “Unit”, as defined and utilized in the Association’s Declaration shall be deemed to mean “Unit” as used herein wherever the context permits or requires.
- c. The term “Association” as defined and utilized in the Association’s Declaration shall be so defined and utilized herein.

1.3 In the event of a conflict between the terms of this Declaration and the terms of the Association’s Declaration, the terms of the Association’s Declaration shall prevail.

**ARTICLE II**  
**CREATION AND ESTABLISHMENT OF UNIT ESTATE**

2.1 As the fee simple Owner of the Property herein concerned, the Declarant does hereby create and establish from each and all the severable interests and component portions of the Property, four (4) separate and distinct freehold estates to be hereafter known respectively as:

**Building 1, Unit A (Unit 601), Unit B (Unit 602), Building 2, Unit C (Unit 603), and Unit D (Unit 604) of Lot 6, PONTE VEDRE SHORES WEST, as recorded in Map Book 14, pages 34 and 35 and subject to the Declaration of Covenants, Restrictions, Easements and Party Wall Agreement as recorded in the Public Records of St. Johns County, Florida.**

(which are more commonly known by their respective street addresses of 601, 602, 603, and 604 Seagate Lane South, Saint Augustine, Florida 32084, which estates shall be composed of fee

simple title to the respective Units which are correspondingly described more particularly in **Composite Exhibit B** attached to this Declaration together with the following right, title, and interests as a manner of appurtenant right to title to said Units not capable of being separated, alienated or separately transferred from the Ownership of any such Unit except as may be expressly authorized hereby:

- a. The improvements existing on and comprising the improvements that make up the Units as described and depicted in this Declaration.
- b. An undivided twenty-five percent or 1/4<sup>th</sup> (25% or 1/4<sup>th</sup>) interest in the Property, less and except the land described on **Composite Exhibit C** hereof, subject to covenants, conditions and restrictions of record.
- c. The right to membership in the Association and the enjoyment of the benefits arising therefrom as well as the obligations imposed from the Association's Declaration.
- d. The right to cast a one-quarter (1/4) vote of the one (1) vote for Association matters allocated to the Property on any matter or issue properly coming before the Association in accordance with the Association's Declaration, provided however, that any portion of the vote allocated to the Property by the Association may not be voted separately by any one or more Owners of a Unit and must be voted in accordance and in compliance with the Association's Declaration and further provided that in the event the Owners of the Units on the Property cannot reach a majority in order to vote the one (1) vote allocated to the Property by the Association, then such right to vote shall be deemed to have not been exercised.
- e. The easements, rights and licenses set forth in this Declaration.
- f. An undivided and non-exclusive right and easement of enjoyment in the Common Areas described in the Association's Declaration.
- g. The right to cast a single vote in resolution of any controversy, matter of issue concerning one or more Units which is the subject of "Cooperative Action", hereafter defined.

2.2 The property rights, title and interest above enumerated for each Unit may hereafter be conveyed, transferred, sold, assigned or encumbered by such reference thereto and to this Declaration after the same has been recorded in the Official Public Records of St. Johns County and each such separately designated and legally described Unit shall be subject to all the terms, conditions, easements, rights and provisions hereafter set forth.

**ARTICLE III**  
**CREATION OF PARTY WALLS**

3.1 Each of the two (2) walls dividing the residential Units more particularly described on **Composite Exhibits A and B**, attached, shall constitute party walls (hereinafter "Party Walls" or a "Party Wall"); and to the extent not inconsistent with the provisions of this Declaration, the general rules of laws regarding party walls and liability for the property damage due to negligence or willful acts or omissions shall apply thereto. The area of construction and roofing immediately above such Party Walls and immediately below such Party Walls shall, for the purpose of this Declaration, be treated and regarded the same as if they were part of the Party Walls.

**ARTICLE IV**  
**EASEMENTS**

4.1 For the benefit of those set forth hereafter, the Declarant does hereby establish the following Easements:

- a. Utilities: Declarant for himself and for his successors and assigns and for the use and benefit of public and private utilities, hereby reserves and are given a perpetual, non-exclusive and alienable easement, privilege and right on, over, and under the Property to erect, maintain and use electrical and telephone poles, wires, cables, conduits, water mains, drainage lines, or drainage ditches, sewer and other suitable equipment for drainage lines, sewage disposal services and for installation, maintenance, transmission and use of electricity, telephone, gas, lighting, heating, water, cable TV, drainage, sewer and other conveniences or utilities on, in or over the Property. The Owner(s) of the Unit(s) who are subject to the privileges, rights, and easements referred to in the paragraph shall acquire no right, title or interest in or to any poles, wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed by public authorities on over or under the Property which is subject to said privileges, rights and easements.

- b. Ingress and Egress: The Declarant hereby grants to the present and future Owners of each of the Units and to the lawful occupants thereof and to their guests, invitees, domestic help, and to delivery, pickup, and fire protection services, police or other authorities of the law, mail carriers, representatives of utilities authorized to service said Units, holders of mortgage liens on said Units or portions thereof, a nonexclusive and perpetual right of ingress and egress to each Unit over and across such portions of the Property on which the concrete driveway is situated.
- c. Vehicle Access and Parking: The Declarant hereby grants to the present and future Owners of each of the Units and to the lawful occupants thereof and their guests, invitees, licensees and assigns a nonexclusive and perpetual right of vehicular access and parking of automobiles over and across such portions of the Property as between the Units and Seagate Lane South, a public right-of-way, as are presently paved and established for such purpose.
- d. Encroachments: Each Unit shall be subject to an easement for minor encroachments as may be existing or created by construction settling and overhangs, as originally designed or constructed as of the date of this Declaration. A valid easement for the encroachment and for the maintenance of same, so long as it stands, shall and does exist. In the event that the residential Unit structure is partially or totally destroyed, and then rebuilt, the Unit Owner(s) so affected agree that minor Party Wall or other encroachments of parts of the adjacent Unit or due to construction thereof shall be permitted for purposes of reconstruction and that a valid easement for the maintenance thereof shall exist.

**ARTICLE V**  
**USAGE, SIGNAGE AND STORAGE**

5.1 RESIDENTIAL USE: No Unit or any portion of the Property shall be used except for residential purposes and no buildings shall be erected, altered, placed or permitted to remain on the Property other than Building 1 and Building 2 as depicted on **Composite Exhibit A**. Nothing contained herein, however, shall prevent the rental of any of the Units provided that the Association’s Declaration permits such rental. No use shall be made of any Unit which violates any laws, ordinances or regulations of any governmental body having jurisdiction or which constitutes a fire or health hazard or any regulations of the Association in effect at any given time.

5.2 SIGNAGE: No advertising signs (except one not more than five-feet square “for rent” or “for sale” sign per Unit), billboards, unsightly objects or nuisances shall be erected, placed or

permitted to remain on any Unit nor shall any Unit be used in any way for any purpose which may endanger health or unreasonably disturb the Owner of any other Unit or resident thereof.

5.3 STORAGE: All equipment, garbage cans, service yards, woodpiles or storage piles shall be kept in a neat, clean and slightly manner or otherwise screened by adequate fencing so as to conceal such items from view of neighboring Unit Owners. All rubbish, trash or garbage shall be regularly removed from the Unit and shall not be allowed to accumulate thereon.

**ARTICLE VI**  
**COOPERATIVE ACTION AND VOTING RIGHTS AMONG OWNERS**

6.1 Insofar as each Unit, though a separate unit, composes part of an integrated duplex structure, various controversies, matters, or issues which concern more than one Unit will arise in the course of administration, ownership, and maintenance of the Property which nonetheless by their nature must be resolved in a uniform singular, and consistent fashion, which will result in a savings due to economies of scale or other such benefits to all Unit Owners. Therefore, wherever such a controversy, matter or issue arises or upon the occurrence of an event calling for Cooperative Action as set forth herein, then the same shall be resolved by the following procedures, herein referred to as "Cooperative Action".

- a. While the Declarant continues to have an ownership interest in any Unit all decisions relating to the administration, ownership, and maintenance of the Property shall be vested in the Declarant with such decision being binding on all other Owners. The Declarant shall also have the right to collect, prorata from any of the Owners, reimbursement for all reasonable expenses incurred by Declarant in the course of administration, ownership and maintenance of the Property. In the event any Owner fails to so reimburse Declarant, Declarant shall have the right to impose a lien on such Owner's Unit for the amount so unpaid.
- b. Once the Declarant no longer has an ownership interest in any Unit, all Unit Owners who are interested in or affected by the controversy, issue or matter to be resolved shall attempt to make a decision and take action by a general consensus. In any event, the decision and action of a majority in interest of Unit Owners affected by such decision shall be binding on all other Unit Owners except in such limited cases as the provisions of this Declaration expressly require the unanimous consent of all Unit Owners.

- c. In the event an even deadlock occurs among all interested Unit Owners as to any controversy, issue or matter needing resolution or action, then the controversy, issue or matter shall be submitted for final resolution to a neutral third party to be selected by the Owners. The neutral third party must be a member of the Florida Bar and regularly practicing in the area of real estate and / or home owner's association law in St. Johns County, Florida. The decision of the neutral third party will be final and binding on all Owners and each Owner shall equally share in the cost of said neutral third party.

6.2 Regardless of the number of Owners or form of Ownership of the Unit, only one vote per Unit is permitted in the determination of Cooperative Action or of any other matters hereunder permitted or required; provided, however, that should one Unit Owner own two or more Units, such Owner shall be entitled to one vote for each of his Units. Should the multiple Owners of a single Unit fail to agree on how to vote their one vote, they shall be deemed to fractionally vote in proportion to their fractional Ownership.

**ARTICLE VII**  
**MAINTENANCE OF UNITS AND PROPERTY**

7.1 As a general proposition, each Unit Owner, either individually or in cooperation with all other Unit Owners, has the obligation and duty to maintain all components of their Unit and all other components of the Building in which their respective Unit is located and the Property in which they have an interest in a continuous state of good repair and uniform appearance which is consistent with all other Units and to bear the expense of such maintenance in proportion to their interest in the affected component as set forth hereafter. A Unit Owner shall not take any action that will impair, nor fail to take any action which will prevent the impairment of structural soundness or integrity of any other Unit or impair any easement or hereditament nor do any act nor allow any condition to exist which will adversely affect the other Units or their Owners.

- a. Exterior, Structure, and Roofs: Each of the Unit Owners shall maintain in good repair and in a sightly manner any element of their Unit which is visible from outside the Units, including window fixtures, exterior doors, screens, screen doors, or other hardware appurtenant to each Unit at their individual expense. Likewise, the cost of maintaining,

replacing, improving, or repairing both the roof of the Unit duplex structure and the exterior surfaces of the structure, including stucco walls, door and trim paint and the like, shall be borne by each Unit Owner in direct proportion to the amount of the affected component subject to repair or maintenance within the confines of each Unit but the frequency, manner and exercise of such maintenance shall be the result of Cooperative Action as set forth hereafter.

- b. Property: The Property, including without limitation the lawn, grounds, driveways, and parking areas shall be continuously maintained in a clean and reasonable condition by Cooperative Action and the expense shared equally by all Unit Owners. For so long as any third party shall be serving as property manager of any residential Units (i) at the behest of the Association; (ii) in the absence thereof, but so acting at the behest of a majority in interest of all Lot Owners and/or Unit holders under the Association's Declaration; or (iii) in the absence of both of the forgoing, then so acting at the behest of at least fifty percent (50%) in interest of the Unit Owners, then such agent shall be engaged by all Unit Owners to provide for all property management services rendered to the Property, including general lawn maintenance and each Unit Owner shall bear twenty-five percent (25%) of the common charges and one hundred percent (100%) of the identifiable exclusive charges attributable to such maintenance benefiting only one Unit. During the time that Declarant continues to have any ownership interest in any Unit, Declarant may, at its option and in its sole discretion, arrange for upkeep of the Property. The Declarant shall also have the right to collect, prorata from any of the Owners, reimbursement for all reasonable expenses incurred by Declarant in the upkeep of the Property. In the event any Owner fails to so reimburse Declarant, Declarant shall have the right to impose a lien on such Owner's Unit for the amount so unpaid.
- c. Utilities: All fixtures and equipment installed within a Unit commencing at a point where the utility lines, pipes, wires, conduits or systems enter the exterior walls of the Unit shall be maintained and kept in repair by the Owner thereof at their expense. Any pipe, conduit, main or utility equipment serving more than one Unit shall be maintained and repaired as the joint responsibility of all Unit Owners so served unless the repair is the result of identifiable neglect or willful act of only less than all of such Owners.
- d. Party Walls: The cost of reasonable repair and maintenance of the Party Walls and the duty and responsibility of such repair and maintenance shall be shared jointly by each of the Owners of each Unit adjoining thereto.
- e. Negligence: Notwithstanding any other provision of this Declaration, a Unit Owner who by his negligence or willful act causes a common utility component or Party Wall to be damaged or exposed to the elements, shall bear the whole costs of repair and furnishing the necessary protection against such elements.
- f. Contribution: The right of any Unit Owner to contribution from any other Unit Owner under this Declaration shall be appurtenant to the Ownership of a Unit and shall pass to each Unit Owner's successor in title.

- g. Interior: Each Unit Owner shall be responsible for the cost of maintenance of or repair to the interior of their Unit and may maintain the structure in such a way as they deem fit; PROVIDED, HOWEVER, no unity Owner may do anything with respect to the interior of their Unit which would adversely affect the structural integrity of any exterior wall or Party Wall.
- h. Exterior Improvements: No Unit Owner shall erect any exterior improvements or additions to their Unit which affects the uniformity of appearance or design of the Units without the unanimous written consent of all Unit Owners.

**ARTICLE VIII**  
**RECONSTRUCTION**

8.1 If any part of a Building located on the Property or any Unit of part thereof shall be damaged by casualty, such damaged portions may promptly be reconstructed or repaired by any affected Unit Owner and all other affected Unit Owners shall contribute to the cost thereof in proportion to their interest unless such damage renders two or more of the Units untenable and the Owners of all of the Units unanimously vote against such reconstruction or repair at a meeting which shall be called within thirty (30) days after the occurrence of the casualty, or, if by such date the insurance loss has not been fully adjusted, then within fifteen (15) days after final adjustment. This obligation to contribute is subject, however, to the right of any Unit Owner to call for a larger contribution from any other Owner under any rule of law regarding liabilities for negligent or willful acts or omission.

8.2 Any such reconstruction or repair shall be substantially in accordance with the original plans and specifications for the effected Building or Unit to be prepared by an architect selected by Cooperative Action. If the damage is only to those parts of a single Unit for which the responsibility of maintenance and repair is that of a single Unit Owner, then the Unit Owner shall be responsible for the reconstruction or repair after casualty, also in conformity with the original plans and specifications in order to maintain a uniform appearance of the effected Building as a

whole. In all other instances the responsibility or reconstruction and repair shall be the joint responsibility of the affected Unit Owners upon the same conditions.

8.3 Immediately after a casualty causing damage or more than one Unit, the Unit Owners shall by Cooperative Action jointly obtain reliable and detailed estimates of the cost required to place the damaged property in a condition as good as that as before the casualty. Such cost may include professional fees and premiums for such bonds as may be required. If the proceeds of insurance policies are not sufficient to defray the estimated cost of reconstruction and repair, then assessments may be made against all of the affected Unit Owners in proportion to their affected interest in sufficient amount to provide funds for the payment of such costs. Such reconstruction sums as may be required from Unit Owners shall be subject to the terms and conditions regarding liens and enforcements set forth in Article 10 hereof. Thereafter, the Unit Owners, by Cooperative Action, shall engage such contractors as may be necessary to effectuate reconstruction or repair.

**ARTICLE IX**  
**INSURANCE**

9.1 Once the Declarant no longer has an ownership interest in any Unit, the Owners of all the Units shall by Cooperative Action select one agent or insurer which is able, willing and authorized to do business in the State of Florida for the purposes of insuring the improvements constituting each of the Units which comprise the Buildings with “all risk coverage” in an amount equal to the respective maximum insurable replacement values thereof, as determined annually by Cooperative Action. In the event no single insurer is able to be found, the Unit Owners shall nonetheless take any action required to afford complete insurance protection to all parties at the least cost to one another.

9.2 Such coverage shall afford protection against loss or damage to each Unit by fire and other hazards covered by standard extended coverage endorsements and such other risks as are of from

time to time customarily covered with respect to building of similar construction, location and use, including but not limited to liability, vandalism, malicious mischief, windstorm, water damage and flood insurance where such coverage is available. Additionally, as to all areas which are owned as tenants in common or which are the subject of easements, the Unit Owners shall obtain from the aforementioned insurer, public liability insurance insuring all such Unit Owners in an amount to be determined annually as aforesaid.

9.3 The expense of such insurance shall be borne by each of the Unit Owners separately, except as to the liability insurance covering areas owned in common which shall be shared equally as an expense of the Property and further except to the extent that any separately identifiable risk and the premium therefor can be associated with only one or more Units separate from all other Units, in which case such premiums shall be borne solely by the Owner(s) thereof.

9.4 In the event any Unit Owner shall fail to obtain or maintain such insurance as called for above, then any other Unit Owner shall have the right, but not the obligation to obtain such insurance and advance payment of the premium therefor and any such premiums which are so advanced shall be treated in the manner as set forth in Article 10 hereof.

9.5 Each Unit Owner shall be personally responsible for obtaining from said insurer personal property insurance and liability insurance as to his particular Unit. Each Unit Owner shall be responsible for insuring the contents of his Unit which belong to him, or any improvements made by him with the Unit and any portion of his Unit for which he has responsibility of maintenance, repair and replacement as provided in this Declaration.

9.6 Should any institutional mortgage obtain notice of threatened cancellation of insurance, or otherwise, the mortgage is empowered to obtain, such insurance in the form and amount agreeable to said mortgagee notwithstanding the provisions hereof. Should any conflict arise between the

terms hereof and the terms of an institutional mortgage shall control. Additionally, where possible all liability insurance policies shall contain cross-liability endorsements to cover liabilities of Unit Owners as against each other.

9.7 In case of damage to the interior residential area of one Unit only, the particular Unit Owner involved shall be responsible for uninsured (deductible) costs of repair under the policy. Should damage be to exterior or party walls of the residential unit building or more than one Unit, then all affected Unit Owners shall equally share in the uninsured (deductible) costs of repair under said policies.

9.8 DISTRIBUTION OF INSURANCE PROCEEDS: In the event of a claim under the insurance policy on a Building or any appurtenances thereto, proceeds of insurance policies shall be distributed by the insurance company to and for the benefit of the Unit Owners after first paying or making provisions for payment of expenses in the following manner:

- a. Repair or Reconstruction: If damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof; any proceeds remaining after defraying such cost shall be distributed equally to the Unit Owners.
- b. No Repair: If it is determined by a vote of all of the Unit Owners that the damage for which the proceeds are paid shall not be reconstructed ore repaired, the proceeds shall be distributed first to any mortgagees. The proceeds shall then be applied to the clearing, grading and dressing up of the area where the Buildings were situated and then any surplus to the Unit Owners.

**ARTICLE X**  
**LIENS AND ENFORCEMENT**

10.1 In the event the Owner of any Unit shall fail or refuse to pay any Association assessment, premium, or other charge, or otherwise fail to perform any obligation or pay any fee, then the other Unit Owners may serve written demand upon the defaulting Owner demanding that such sums be paid or such actions be performed within thirty (30) days. If, after expiration of said thirty (30)

days, the Owner has failed to perform or to make payment, the other Unit Owners may advance such payment or cause such performance as specified. In such an event, the defaulting Unit Owner shall be personally indebted to the other Unit Owners advancing payment or performance for the act to be performed and shall have a lien against the defaulting Unit Owners Unit for the amount such advanced or the value of the act performed with interest thereon from the date of advancement or performance at the rate of eighteen (18) percent per annum.

**ARTICLE XI**  
**LEGAL ACTION ON VIOLATION**

11.1 If any person, corporation, or other entity shall violate or attempt to violate any of the covenants and restrictions hereof, it shall be lawful for the Declarant or any person or persons owning any Unit, as well as the Association, to: (a) prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenants and restrictions, and / or (b) to maintain a proceeding in equity against those violating or attempting to violate any such covenants and restrictions, for the purpose of preventing or enjoining all or any such violations or attempted violations. The remedies contained herein are cumulative and shall be construed as being in addition to all other remedies now or hereafter provided by law. The failure of the Declarant, its successors or assigns, to enforce any covenant or restriction or any obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter. In any suit for construction of these restrictions or enforcement of same, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs in all actions from trial throughout all appellate proceedings.

**ARTICLE XII**  
**COVENANTS RUNNING WITH THE LAND**

12.1 All provision of this Declaration and all attachments hereto shall be construed as covenants running with the land and with any part thereof and interest therein; and every owner and claimant of the Property herein concerned or any party thereof.

IN WITNESS WHEREOF, the undersigned has set his hand and seal to this Declaration of Covenants, Restrictions, Easements and Party Wall Agreement as of the date and year first above written.

Signed, sealed and delivered in the presence of:

Kathryn Gilinsky  
Signature of Witness 1  
[Signature]  
Signature of Witness 2

DECLARANT:

INDIGO PARTNERS, LLC, a Florida limited liability company

By: [Signature]  
Signature  
Printed Name: Scot Nahmias  
Its: Managing Member

State of Florida  
County of St Johns

Before me, the undersigned authority, personally appeared Scot Nahmias in his capacity as Managing Member of Indigo Partners, LLC, a Florida limited liability company, who X being well known to me or having produced \_\_\_\_\_ as identification, did execute the foregoing instrument for the purposes as stated therein.

Dated this 17 day of MARCH, 2019.

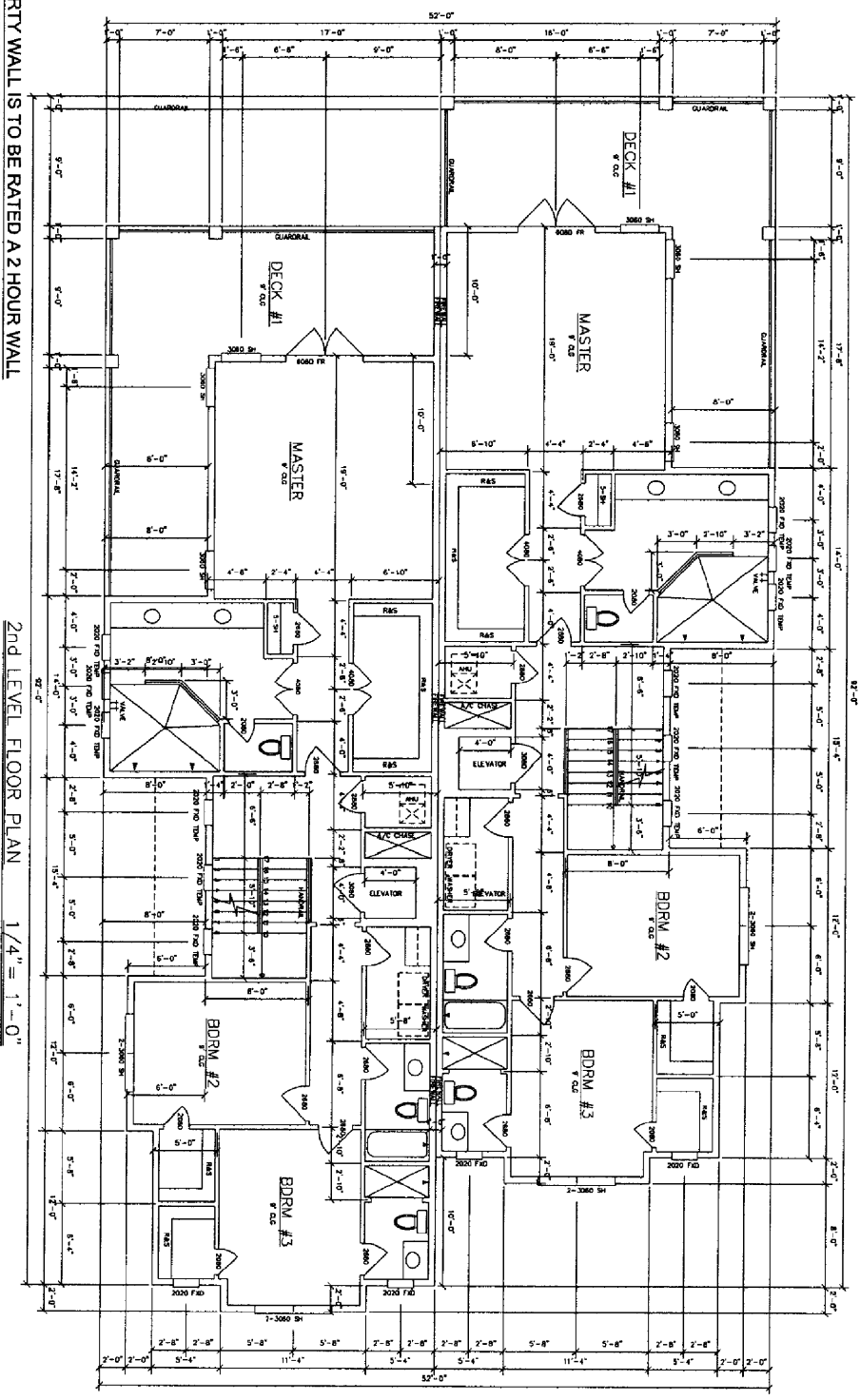
Kathryn Gilinsky  
Notary Public



Kathryn Gilinsky  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG120955  
Expires 7/4/2021



NOTE: THE PARTY WALL IS TO BE RATED A 2 HOUR WALL  
WITH ALL PENETRATIONS SEALED  
BUILDER TO VERIFY



2nd LEVEL FLOOR PLAN 1/4" = 1'-0"

THIS FLOOR PLAN IS A REPRESENTATION OF THE PROPOSED DESIGN. THE BUILDER SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS PRIOR TO CONSTRUCTION.

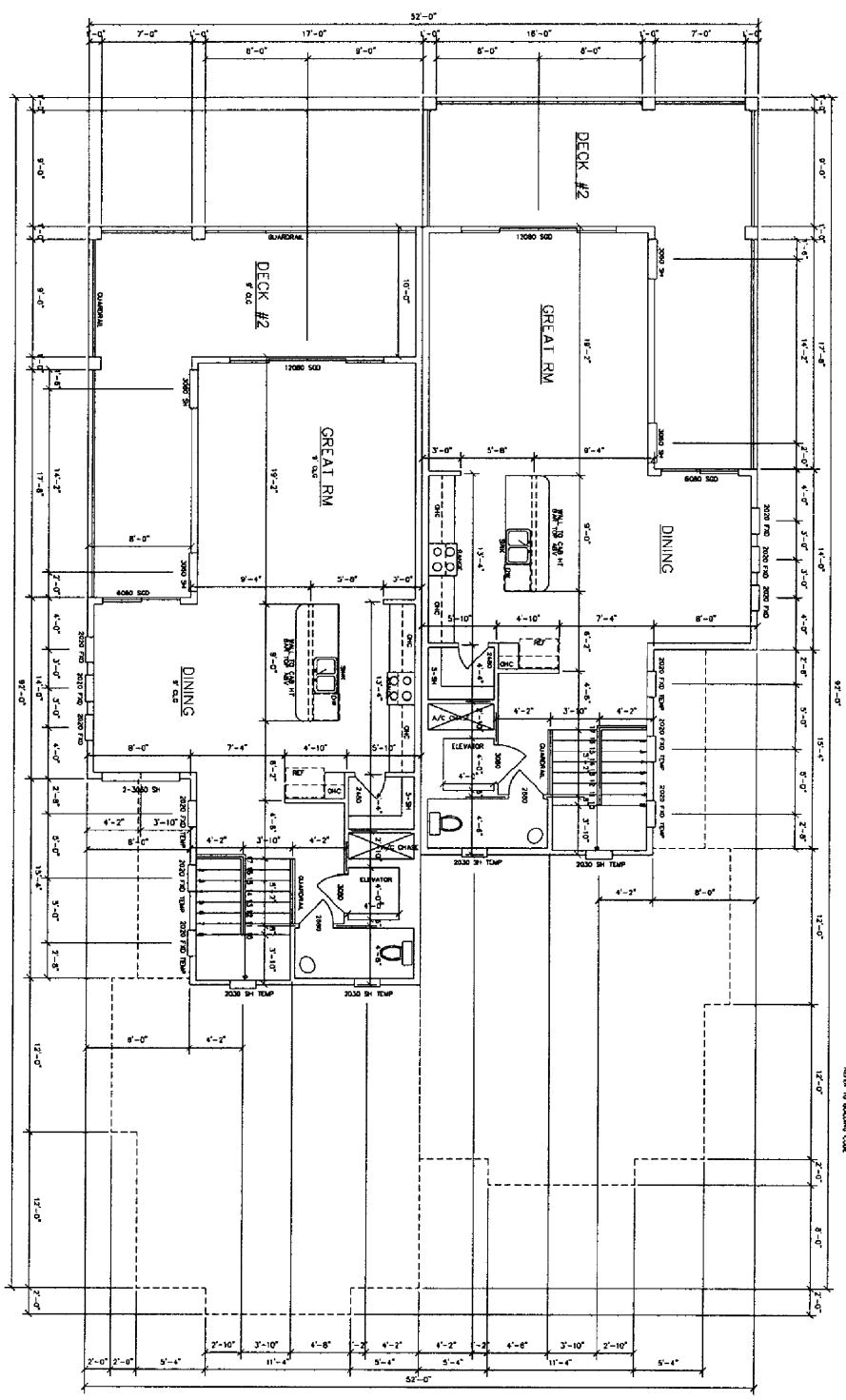
3301 DUPLEX

UNIT "A"

UNIT "B"

<p><b>3</b></p>	<p>Home For:</p>	<p><b>SEA BREEZE HOMES</b> OF FLORIDA INC. 904-237-3849</p>	<p>CUSTOM DESIGN BY: David England 12443 San Jose Blvd Suite #504 Jacksonville, FL 32223 (904) 759-6435</p>
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NOTE: THE PARTY WALL IS TO BE RATED A 2 HOUR WALL  
WITH ALL PENETRATIONS SEALED  
BUILDER TO VERIFY



3rd LEVEL FLOOR PLAN 1/4" = 1'-0"

3301 DUPLEX

<p><b>4</b></p>	<p>Home For:</p>	<p><b>SEA BREEZE HOMES</b> OF FLORIDA INC. 904-237-3849</p>	<p>CUSTOM DESIGN BY: David England 12443 San Jose Blvd Suite #504 Jacksonville, FL 32223 (904) 759-6435</p>
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SIDE ELEVATION  
1/4" = 1'-0"

FRONT ELEVATION  
1/4" = 1'-0"

NOTE: THE PARTY WALL IS TO BE RATED A 2 HOUR WALL WITH ALL PENETRATIONS SEALED BUILDER TO VERIFY

3301 DUPLEX

Home For:

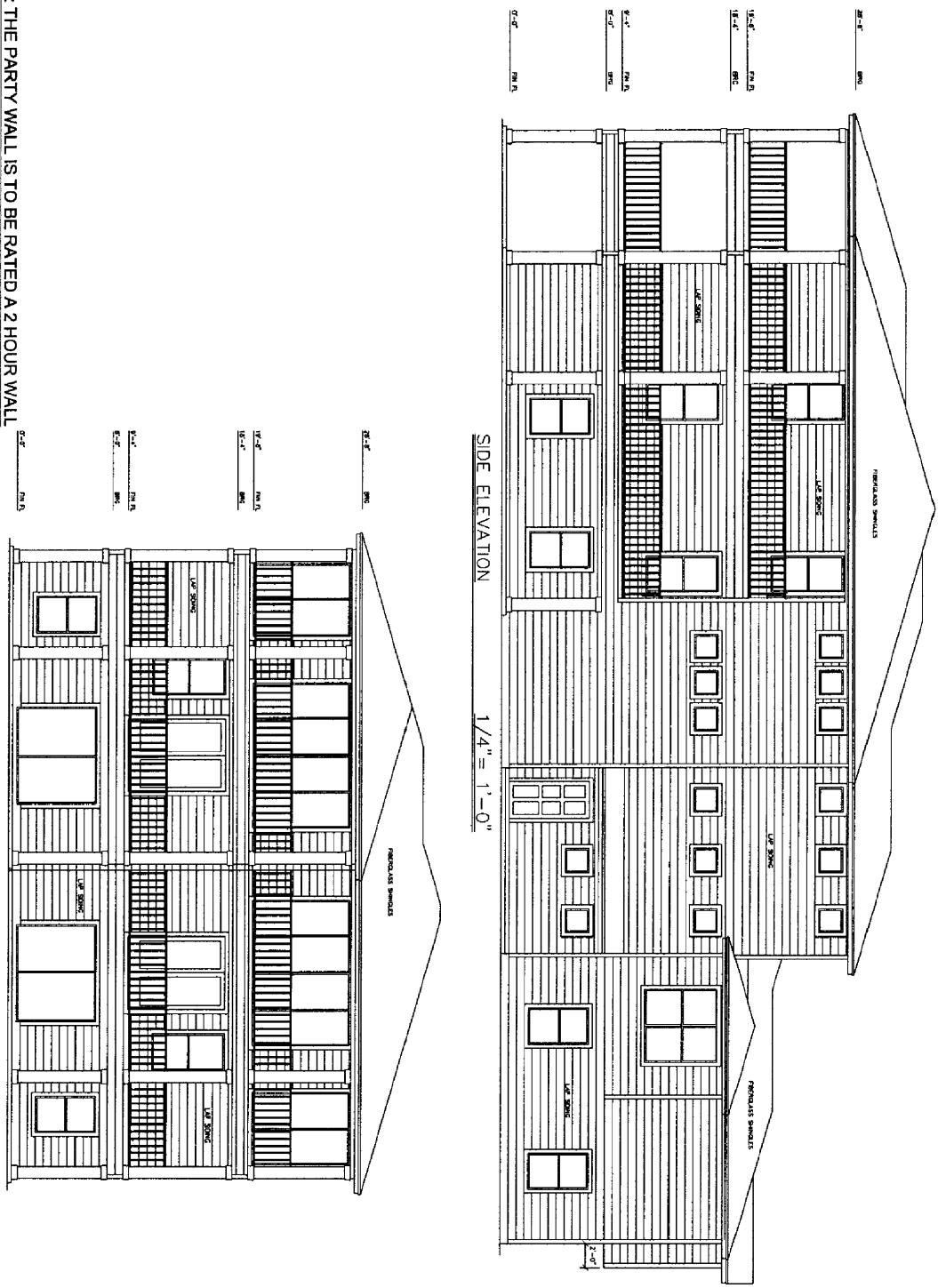
**SEA BREEZE HOMES**  
OF FLORIDA INC.  
904-237-3849

CUSTOM DESIGN BY:  
David England  
12443 San Jose Blvd Suite #504  
Jacksonville, FL 32223  
(904) 759-6435

5

Revised  
8/10/18

NOTE: THE PARTY WALL IS TO BE RATED A 2 HOUR WALL WITH ALL PENETRATIONS SEALED  
 BUILDER TO VERIFY



3301 DUPLEX

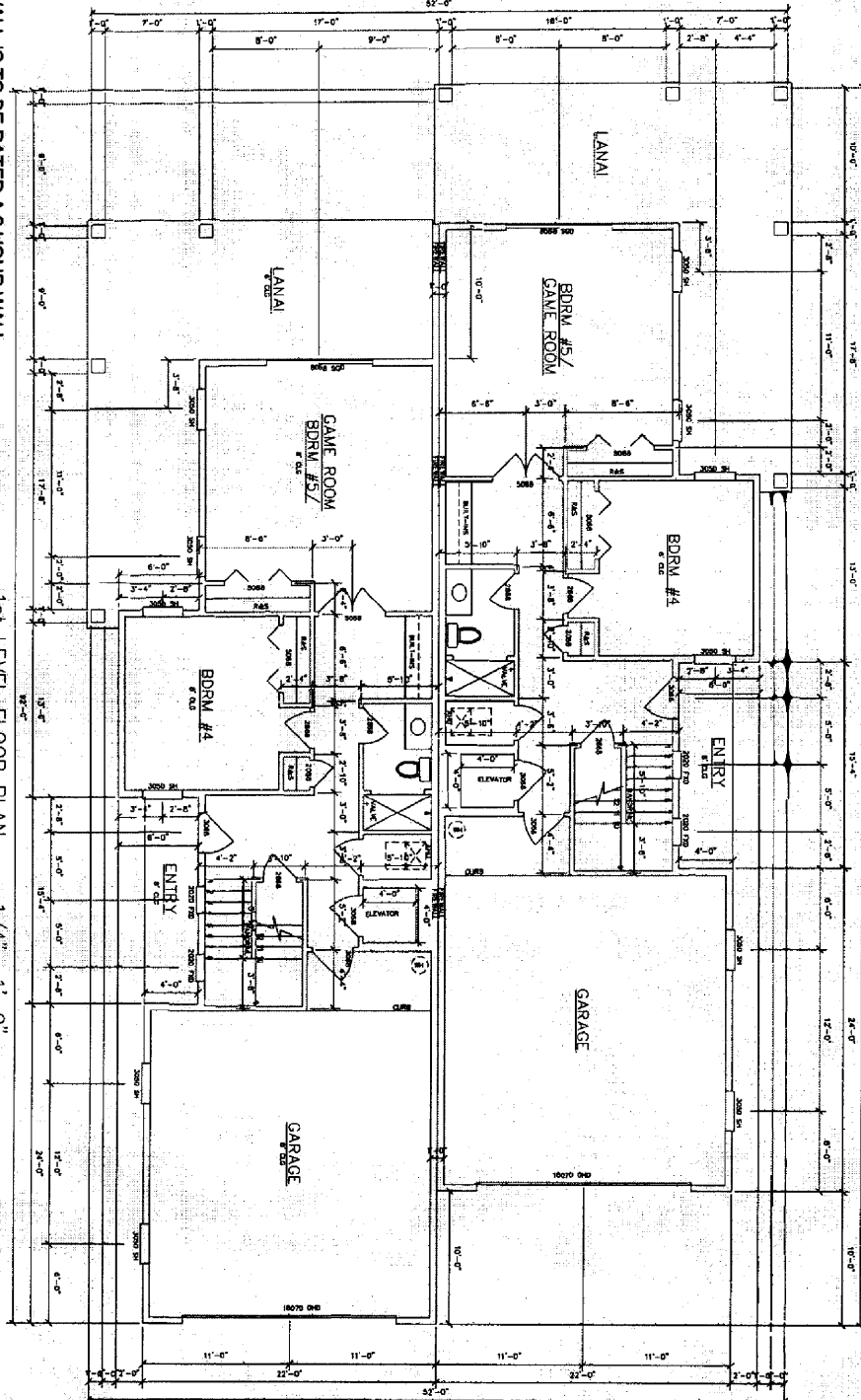
<p><b>6</b></p> <p><small>6/16/19 6/16/19</small></p>	<p>Home For:</p>	<p><b>SEA BREEZE HOMES</b>  <small>OF FLORIDA INC.                  904-237-3849</small></p>	<p>CUSTOM DESIGN BY:                  David England                  12443 San Jose Blvd Suite #504                  Jacksonville, FL 32223                  (904) 759-6435</p>
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Building 2 Units C (603) and D (604)

**NOTES**  
 A FOUNDATION SURVEY SHALL BE PERFORMED AND A COPY OF THE SURVEY SHALL BE ON FILE FOR THE BUILDING DEPARTMENT. THE SURVEY SHALL BE PERFORMED BEFORE THE PLANNING BOARD (IF REQUIRED) AND BE INSTALLED BEFORE CO. 56 TYPE 2" GYP BOARD REQUIRED ON CLG PER R302.6 R/VAC FENESTRATING RATED ASSEMBLIES TO COMPLY WITH R302.5 UNDER STAIR PROTECTION TO COMPLY WITH R302.7 (IF ACCESSIBLE)

Building 2 Units C (603) and D (604)

THE TOTAL NET SQ. FOOTAGE FROM THIS TO SHOW PLANNING OFFICE TO BUILDING CODE



NOTE: THE PARTY WALL IS TO BE RATED A 2 HOUR WALL WITH ALL PENETRATIONS SEALED BUILDER TO VERIFY

1st LEVEL FLOOR PLAN

1/4" = 1'-0"

TABLE OF CONTENTS

PG	DESCRIPTION
1	1st FLOOR PLAN
2	2nd FLOOR PLAN
3	3rd FLOOR PLAN
4	4th FLOOR PLAN
5	5th FLOOR PLAN
6	6th FLOOR PLAN

SEE ENGINEERING FOR OTHER PAGES

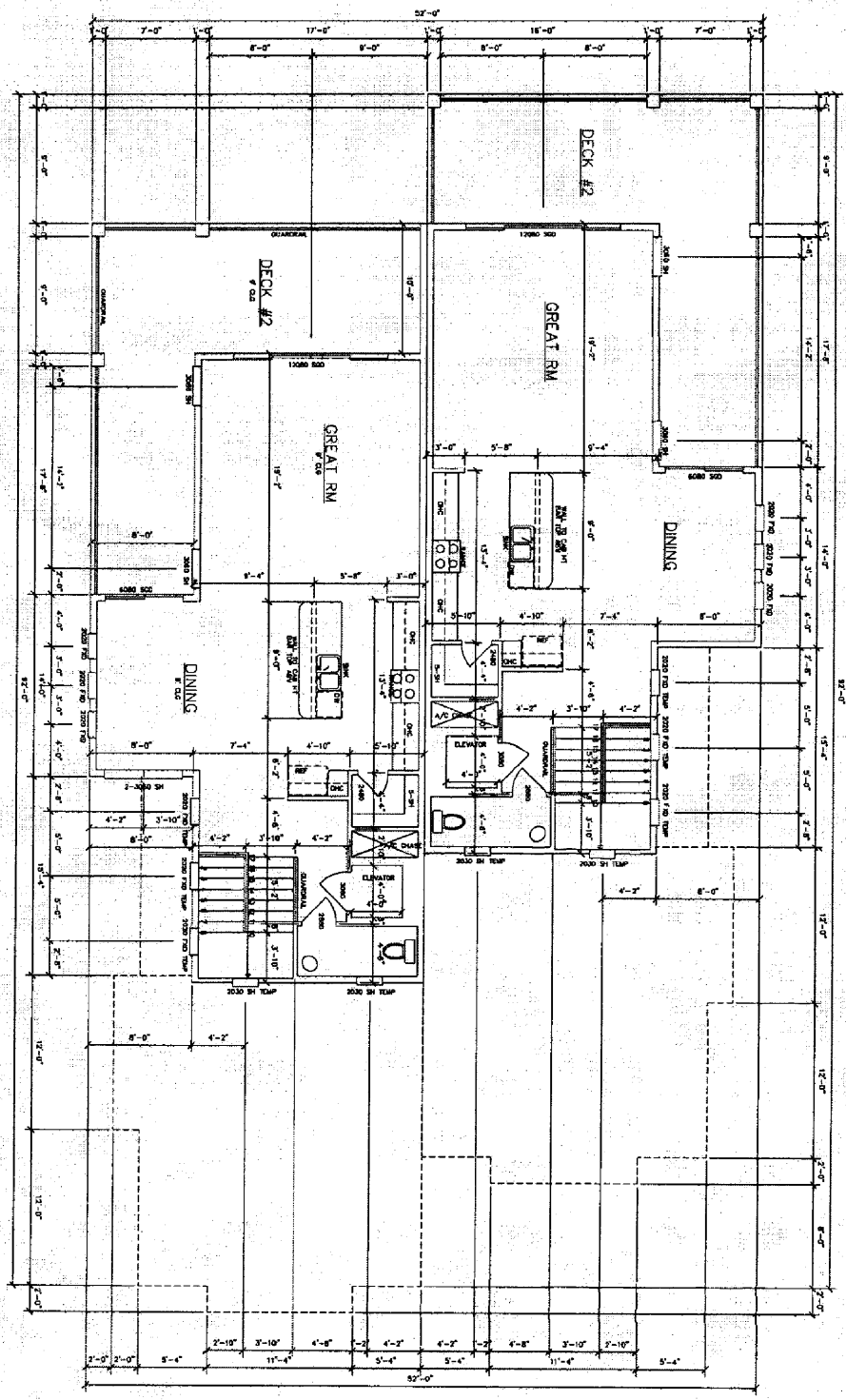
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100	1000	100	1000	100	2000

3301 DUPLEX

<p>2</p>	<p>Home For:</p>	<p><b>SEA BREEZE HOMES</b>                  OF FLORIDA, INC.                  904-237-3849</p>	<p>CUSTOM DESIGN BY:                  David England                  12443 San Jose Blvd Suite #504                  Jacksonville, FL 32223                  (904) 759-6435</p>
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NOTE: THE PARTY WALLS TO BE RATED A 2 HOUR WALL WITH ALL PENETRATIONS SEALED BUILDER TO VERIFY

3rd LEVEL FLOOR PLAN 1/4" = 1'-0"



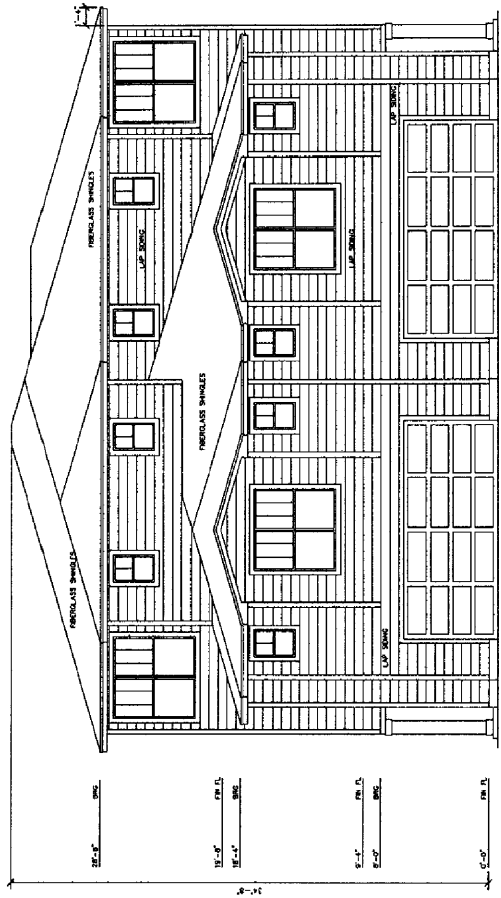
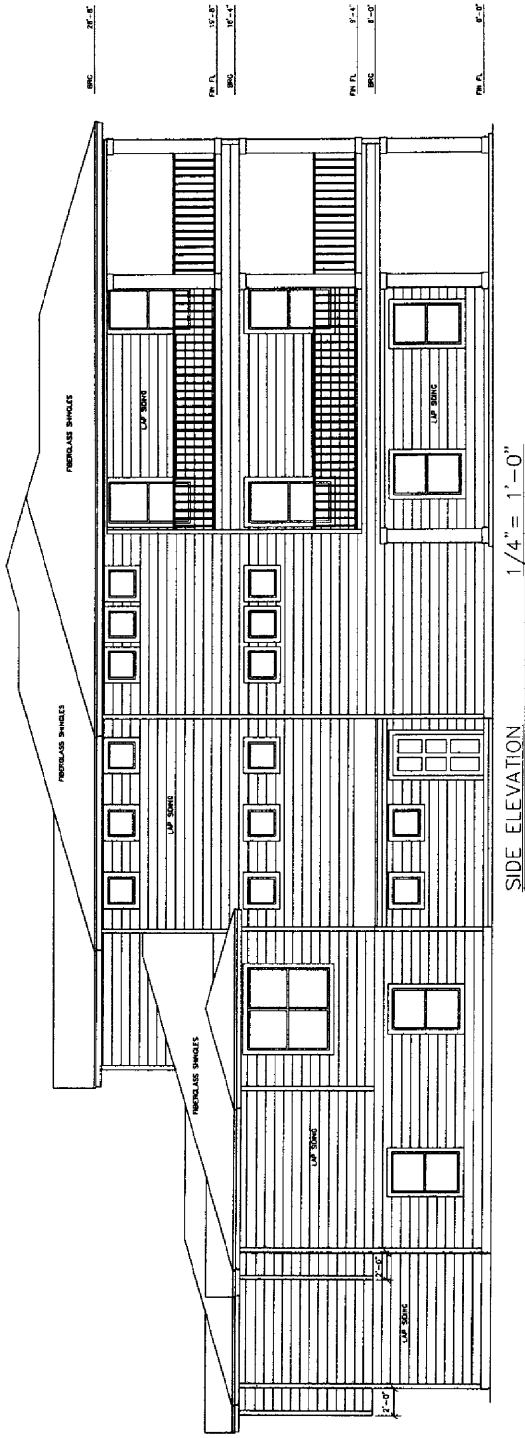
3301 DUPLEX

UNIT B

UNIT C

<p><b>4</b></p> <p>Sheet 3/15/18</p>	<p>Home For:</p> <p><b>SEA BREEZE HOMES</b> OF FLORIDA INC. 904-237-3849</p>	<p>CUSTOM DESIGN BY:</p> <p>David England 12443 San Jose Blvd Suite #504 Jacksonville, FL 32223 (904) 759-6435</p>
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CUSTOM DESIGN BY: David England 12443 San Jose Blvd Suite #504 Jacksonville, FL 32223 (904) 759-6435	<b>SEA BREEZE HOMES</b> OF FLORIDA INC. 904-277-3849	Home For:
		8/10/18 5



**NOTE: THE PARTY WALL IS TO BE RATED A 2 HOUR WALL WITH ALL PENETRATIONS SEALED BUILDER TO VERIFY**

FRONT ELEVATION 1/4" = 1'-0"

3301 DUPLEX

CUSTOM DESIGN BY: David England 12443 San Jose Blvd Suite #504 Jacksonville, FL 32223 (904) 759-6435	<b>SEA BREEZE HOMES</b> OF FLORIDA, INC. 904-237-3849	Home For:  Elevation: <span style="font-size: 2em; font-weight: bold;">6</span>
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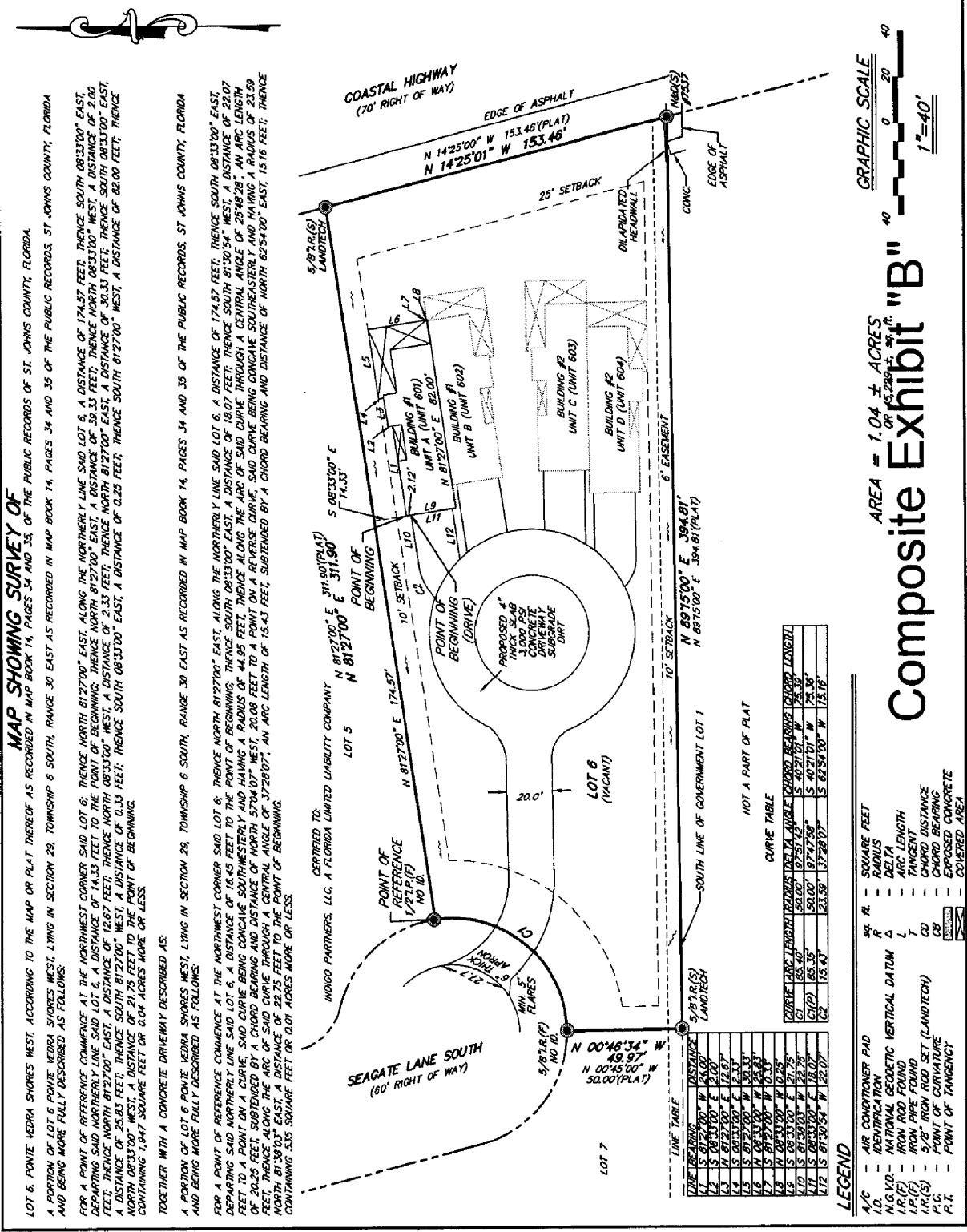
3301 DUPLEX

**GENERAL NOTE:**  
 This survey was made without benefit of an object of title, no right-of-way or easements of record were shown on the plat and no other information was obtained from the public records of the county or other sources. The survey was made in accordance with the provisions of the Florida Surveying and Mapping Act, Chapter 471, F.S., and the rules and regulations of the Board of Professional Engineers and Surveyors, Chapter 61, F.A.C. The survey was made in accordance with the provisions of the Florida Surveying and Mapping Act, Chapter 471, F.S., and the rules and regulations of the Board of Professional Engineers and Surveyors, Chapter 61, F.A.C. The survey was made in accordance with the provisions of the Florida Surveying and Mapping Act, Chapter 471, F.S., and the rules and regulations of the Board of Professional Engineers and Surveyors, Chapter 61, F.A.C.

**NOTICE:**  
 This survey is protected by copyright and any use or reproduction of this survey without the express permission of the surveyor is prohibited. ANY USE OR REPRODUCTION OF THIS SURVEY WITHOUT THE EXPRESS PERMISSION OF THE SURVEYOR IS PROHIBITED. IN ANY SUBSEQUENT TRANSFER OF THE SURVEY, THIS PARTICULAR WARNING AND NOTICE SHALL REMAIN IN FULL FORCE AND EFFECT. THE PARTIES LISTED ABOVE ARE CERTIFIED TO THE PARTIES LISTED ABOVE.

**NOTE:**  
 This survey is protected by copyright and any use or reproduction of this survey without the express permission of the surveyor is prohibited. ANY USE OR REPRODUCTION OF THIS SURVEY WITHOUT THE EXPRESS PERMISSION OF THE SURVEYOR IS PROHIBITED. IN ANY SUBSEQUENT TRANSFER OF THE SURVEY, THIS PARTICULAR WARNING AND NOTICE SHALL REMAIN IN FULL FORCE AND EFFECT. THE PARTIES LISTED ABOVE ARE CERTIFIED TO THE PARTIES LISTED ABOVE.

**FOR LANDTECH AND ASSOCIATES:**  
 MICHAEL H. FRANKLIN, P.L.S. #620  
 1700 W. A. SOUTHWEST  
 ST. AUGUSTINE, FLORIDA 32086  
 (904) 471-8877 FAX (904) 471-8878









Prepared by and return to  
Michael J. Barker, Esq.  
Quintairos, Prieto, Wood & Boyer, P.A.  
12428 San Jose Blvd, Ste 3  
Jacksonville, FL 32223

**FIRST AMENDMENT TO DECLARATION OF  
COVENANTS, RESTRICTIONS, EASEMENTS AND  
PARTY WALL AGREEMENT OF LOT 6 PONTE VEDRA SHORES WEST**

This First Amendment to Declaration of Covenants, Restrictions, Easements and Party Wall Agreement of Lot 6 Ponte Vedra Shores West (this "Amendment") is made as of this 24 day of September, 2019, by Indigo Partners, LLC, a Florida limited liability company, hereinafter referred to as the "Declarant".

**RECITALS**

A. On or about March 17, 2019 Declarant made that certain Declaration of Covenants, Restrictions, Easements and Party Wall Agreement of Lot 6 Ponte Vedra Shores West, which was recorded in the public records of St. Johns County, Florida on April 8, 2019 in the Official Records of St. Johns County, Florida in Official Records Book 4706, Page 56 (the "Declaration").

B. The Declaration, at Article 6.1(a), sets out in pertinent part that:

***While the Declarant continues to have an ownership interest in any Unit all decisions relating to the administration, ownership, and maintenance of the Property shall be vested in the Declarant with such decision being binding on all other Owners.***

C. As of the date of this Amendment, Declarant continues to have an ownership interest in Unit(s) situated upon the Property and Declarant therefore has the right to make this Amendment which shall be binding on all other Owners of any Unit(s) situated upon the Property.

D. The capitalized terms in the Declaration shall have the same meaning when used in this Amendment.

**NOW, THEREFORE**, in consideration of the foregoing and the benefits flowing to the present and future Owners of each of the Units, Declarant does hereby make, declare and impose upon said Property the following amendments to the Declaration, which shall be and constitute covenants running with title to the Property and the Units and shall be binding upon the Declarant, its successors and assigns, as well as upon all persons claiming by, through, or under Declarant and each and all subsequent Owners of all or any portion of the Property or the Units, their heirs, legal representatives, successors and assigns.

1. **Incorporation and Accuracy of Recitals.** The foregoing Recitals are true and correct and are hereby incorporated herein.
2. **Description of the Property Common Area.** The Property Common Area shall consist of the Property, as such term is defined in the Declaration, less and except the Units, with said Property Common Area being more particularly described as set out on **Exhibit "A"** to this Amendment, which by this reference is incorporated herein.
3. **Amendment of Article 2.1(b).** Article 2.1(b) of the Declaration is hereby amended to read as follows:

b. An undivided 1/4<sup>th</sup> interest, in fee simple, in the Property Common Area, subject to covenants, conditions and restrictions of record. By operation of this Amendment, any grantee taking title to any Unit by virtue of a warranty deed, quit-claim deed, or special warranty deed shall also take title to an undivided 1/4<sup>th</sup> interest in fee simple to the Property Common Area without further necessity of an additional warranty deed, quit-claim deed, or special warranty deed, with it being the intent of the Declarant that a conveyance of a Unit carries with it an undivided 1/4<sup>th</sup> interest, in fee simple, in and to the Property Common Area.

4. **Amendment of Article 3.1.** Article 3.1 of the Declaration is hereby amended to add

Article 3.2, as follows:

3.2 **Privacy Fences.** As of the date of this Amendment, the Property has an existing white PVC type privacy fence running along its northerly and southerly boundary lines (hereinafter referred to as the “**Property Privacy Fence**”). In addition to the pre-existing Property Privacy Fence, each Unit Owner shall have the right to have a privacy fence erected or installed in the Property Common Area directly behind such Owner’s Unit (hereinafter a “**Unit Privacy Fence**”). Any Owner of a Unit may erect or install a Unit Privacy Fence without consent of an Owner owning a Unit adjacent and contiguous to the Unit of the Owner electing to erect or install said Unit Privacy Fence. In the event a Unit Owner unilaterally erects or installs a Unit Privacy Fence, the Owner of the adjacent Unit who withholds consent shall not be required to contribute to the cost and expense of erecting or installing the Unit Privacy Fence but once completed shall be responsible for maintenance and upkeep as set out in Section 3.2(b), below. In addition to the foregoing, Unit Privacy Fences shall be governed by the following additional terms, conditions and restrictions:

- a. **Requirement to Match Property Privacy Fence.** Any Unit Privacy Fence shall match the Property Privacy Fence exactly as to the brand, manufacturer, material, color, and height. In the event an exact match of the Property Privacy Fence is not possible, any Unit Privacy Fence shall match to the closest extent possible to maintain a consistent and uniform esthetic and look of all fencing erected or installed on the Property and within the Property Common Area.
- b. **Installation, Maintenance and Upkeep.** Any Unit Privacy Fence installed at a point commencing at the easterly terminus point of a Party Wall and running easterly to a point terminating at the rear boundary line of the Property (subject to any applicable set back requirements) shall be maintained jointly by the Unit Owners on each side of the Party Wall from which the Unit Privacy Fence extends. In the event a Unit Owner erects or installs a portion of a Unit Privacy Fence running along the rear boundary line of the Property, said Unit Owner who erected or installed such portion shall be solely responsible for the maintenance and upkeep.
- c. **Unit 602 and 603 Specific Requirements.** In addition to any other terms, conditions and restrictions governing Unit Privacy Fences in this Amendment, the following additional terms, conditions and restrictions shall apply to Unit Privacy Fences installed by Owners of Units 602 and 603:

- i. As to Unit 602 – No Unit Privacy Fence shall be installed to result in any portion of said Unit Privacy Fence to extend beyond the terminus point of the most southeasterly porch or patio area of Unit 602. Any Unit Privacy Fence installed on the side of the Unit opposite and to the south of the Unit’s Party Wall shall be maintained at the sole cost and expense of the Owner of Unit 602.
- ii. As to Unit 603 – No Unit Privacy Fence shall be installed to result in any portion of said Unit Privacy Fence to extend beyond the terminus point of the most northeasterly porch or patio area of Unit 603. Any Unit Privacy Fence installed on the side of the Unit opposite and to the north of the Unit’s Party Wall shall be maintained at the sole cost and expense of the Owner of Unit 603.

d. **Illustrative Examples of Unit Privacy Fence Locations.** For illustrative purposes the drawing specific to the individual Units 601 through 604 as set out on the attached **Composite Exhibit “B”** depict the location of where Unit Privacy Fences may be erected or installed within the Property Common Area. All Unit Owners must adhere as closely as possible to the illustrations set out in Composite Exhibit “B” in order maintain a consistent and uniform esthetic and look of all fencing erected or installed on the Property and within the Property Common Area.

e. **No Diminishment of the Association’s Declaration.** No term, clause or provision of this Amendment shall operate to diminish or weaken any provision of the Association’s Declaration and in the event of a conflict between this Amendment and the Association’s Declaration, the Association’s Declaration shall supersede and prevail. Additionally, no term, clause or provision of this Amendment shall diminish any Unit Owner’s responsibility to seek approval or consent from the Association to erect or install a Unit Privacy Fence.

5. **Conflicts.** In the event any term, clause or provision of this Amendment conflicts with any term, clause or provision of the Declaration, the term, clause or provision of this Amendment shall supersede and prevail over such conflicting language in the Declaration.



**EXHIBIT "A"**

**THE PROPERTY COMMON AREA**

LOT 6, PONTE VEDRA SHORES WEST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN MAP BOOK 14, PAGES 34 AND 35, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA

**LESS AND EXCEPT THE FOLLOWING UNITS (601 through 604):**

**UNIT 601:**

A Portion of Lot 6 Ponte Vedra shores West, lying in Section 29, Township 6 South, Range 30 East as Recorded in Map Book 14, Pages 34 and 35 of the Public Records, St Johns County, Florida and being more fully described as follows:

For a Point of Reference commence at the Northwest corner of said Lot 6; thence North 81 degrees 27 minutes 00 seconds East, along the Northerly line of said Lot 6, a distance of 174.57 feet; thence South 08 degrees 33 minutes 00 seconds East, departing said Northerly line of said Lot 6, a distance of 14.33 feet to the Point of Beginning; thence North 81 degrees 27 minutes 00 seconds East, a distance of 39.33 feet; thence North 08 degrees 33 minutes 00 seconds West, a distance of 2.00 feet; thence North 81 degrees 27 minutes 00 seconds East, a distance of 12.67 feet; thence North 08 degrees 33 minutes 00 seconds West, a distance of 2.33 feet; thence North 81 degrees 27 minutes 00 seconds East, a distance of 30.33 feet; thence South 08 degrees 33 minutes 00 seconds East, a distance of 25.83 feet; thence South 81 degrees 27 minutes 00 seconds West, a distance of 0.33 feet; thence South 08 degrees 33 minutes 00 seconds East, a distance of 0.25 feet; thence South 81 degrees 27 minutes 00 seconds West, a distance of 82.00 feet; thence North 08 degrees 33 minutes 00 seconds West a distance of 21.75 feet to the Point of Beginning. Containing 1,947 Square Feet or 0.04 acres more or less.

Together with a concrete driveway described as:

A portion of Lot 6 Ponte Vedra Shores West, lying in Section 29, Township 6 South, Range 30 East as recorded in Map Book 14, Pages 34 and 35 of the Public Records, St Johns County, Florida and being more fully described as follows:

For a Point of reference commence at the Northwest corner of said Lot 6; thence North 81 degrees 27 minutes 00 seconds East, along the Northerly line of said Lot 6, a distance of 174.57 feet; thence South 08 degrees 33 minutes 00 seconds East, departing said Northerly line of said Lot 6, a distance of 16.45 feet to the Point of Beginning; thence South 08 degrees 33 minutes 00 seconds East a distance of 18.07 feet; thence South 81 degrees 30 minutes 54 seconds West, a distance of 22.07 feet to a point on a curve, said curve being concave Southwesterly and having a Radius of 44.95 feet, thence along the arc of said curve through a central angle of 25 degrees 48 minutes 28 seconds, an arc length of 20.25 feet, subtended by a chord bearing and distance of North 57 degrees 04 minutes 07 seconds West, 20.08 feet to a point on a reverse curve, said curve being concave Southeasterly and having a Radius of 23.59 feet, thence along the arc of said curve through a central angle of 37 degrees 28 minutes 07 seconds an arc length of 15.43 feet subtended by a chord bearing and distance of North 62 degrees 54 minutes 00 seconds East 15.16 feet thence North 81 degrees 38 minutes 03 seconds East a distance of 22.75 feet to the Point of Beginning. Containing 535 Square Feet or 0.01 acres more or less.

**UNIT 602:**

A Portion of Lot 6 Ponte Vedra Shores West, lying in Section 29, Township 6 South, Range 30 East as Recorded in Map Book 14, Pages 34 and 35 of the Public Records, St Johns County, Florida and being more fully described as follows:

For a Point of Reference commence at the Northwest corner of said Lot 6; thence North 81 degrees 27 minutes 00 seconds East, along the Northerly line of said Lot 6, a distance of 174.57 feet; thence South 08 degrees 33 minutes 00 seconds East, departing the Northerly line of said Lot 6, a distance of 36.08 feet to the Point of Beginning; thence North 81 degrees 27 minutes 00 seconds East, a distance of 82.00 feet; thence North 08 degrees 33 minutes 00 seconds West, a distance of 0.08 feet; thence North 81 degrees 27 minutes 00 seconds East, a distance of 10.33 feet; thence South 08 degrees 33 minutes 00 seconds East, a distance of 26.67 feet; thence South 81 degrees 27 minutes 00 seconds West, a distance of 30.33 feet; thence North 08 degrees 33 minutes 00 seconds West, a distance of 2.33 feet; thence South 81 degrees 27 minutes 00 seconds West, a distance of 12.67 feet; thence North 08 degrees 33 minutes 00 seconds West, a distance of 2.00 feet; thence South 81 degrees 27 minutes 00 seconds West, a distance of 39.33 feet; thence North 08 degrees 33 minutes 00 seconds West, a distance of 22.00 feet; thence South 81 degrees 27 minutes 00 seconds West, a distance of 10.00 feet; thence North 08 degrees 33 minutes 00 seconds West, a distance of 0.25 feet to the Point of Beginning. Containing 1,992 Square Feet or 0.05 acres more or less.

Together with a concrete driveway described as:

A portion of Lot 6 Ponte Vedra Shores West, lying in Section 29, Township 6 South, Range 30 East as recorded in Map Book 14, Pages 34 and 35 of the Public Records, St Johns County, Florida and being more fully described as follows:

For a Point of Reference commence at the Northwest corner of said Lot 6; thence North 81 degrees 27 minutes 00 seconds East, along the Northerly line of said Lot 6, a distance of 174.57 feet; thence South 08 degrees 33 minutes 00 seconds East, departing said Northerly line of said Lot 6, a distance of 36.33 feet to the Point of Beginning; thence North 81 degrees 27 minutes 00 seconds East, a distance of 10.00 feet; thence South 08 degrees 33 minutes 00 seconds East, a distance of 1.76 feet; thence South 08 degrees 33 minutes 00 seconds East, a distance of 18.47 feet; thence South 81 degrees 20 minutes 57 seconds West, a distance of 23.85 feet to a point on a curve, said curve being concave Southwesterly and having a Radius of 44.95 feet, thence along the arc of said curve through a central angle of 24 degrees 56 minutes 19 seconds, an arc length of 19.57 feet, subtended by a chord bearing and distance of North 26 degrees 12 minutes 33 seconds West, 19.41 feet; thence North 81 degrees 24 minutes 39 seconds East, a distance of 29.74 feet to the Point of Beginning. Containing 482 Square Feet or 0.01 acres more or less.

**UNIT 603:**

A Portion of Lot 6 Ponte Vedra Shores West, lying in Section 29, Township 6 South, Range 30 East as Recorded in Map Book 14, Pages 34 and 35 of the Public Records, St Johns County, Florida and being more fully described as follows:

For a Point of Reference commence at the Northwest corner of said Lot 6; thence North 81 degrees 27 minutes 00 seconds East, along the Northerly line said Lot 6, a distance of 174.57 feet; thence South 16 degrees 14 minutes 09 seconds East, departing said Northerly line of said Lot 6, a distance of 74.86 feet to the Point of Beginning; thence North 89 degrees 15 minutes 00 seconds East, a distance of 39.33 feet; thence North 00 degrees 45 minutes 00 seconds West, a distance of 2.00 feet; thence North 89 degrees 15 minutes 00 seconds East, a distance of 12.67 feet; thence North 00 degrees 45 minutes 00 seconds West, a distance of 2.33 feet; thence North 89 degrees 15 minutes 00 seconds East, a distance of 30.33 feet; thence South 00 degrees 45 minutes 00 seconds East, a distance of 26.67 feet; thence South 89 degrees 15 minutes 00 seconds West, a distance of 10.33 feet; thence North 00 degrees 45 minutes 00 seconds West, a distance of 0.08 feet; thence South 89 degrees 15 minutes 00 seconds West, a distance of 82.00 feet; thence North 00 degrees 45 minutes 00 seconds West a distance of 0.25 feet; thence North 89 degrees 15 minutes 00 seconds East, a distance of 10.00 feet; thence North 00 degrees 45 minutes 00 seconds West, a distance of 22.00 feet to the Point of Beginning. Containing 1,992 square feet or 0.05 acres more or less.

Together with a concrete driveway described as:

A portion of Lot 6 Ponte Vedra Shores West, lying in Section 29, Township 6 South, Range 30 East as recorded in Map Book 14, Pages 34 and 35 of the Public Records, St Johns County, Florida and being more fully described as follows:

For a Point of reference commence at the Northwest corner of said Lot 6; thence North 81 degrees 27 minutes 00 seconds East, along the Northerly line of said Lot 6, a distance of 174.57 feet; thence South 16 degrees 14 minutes 09 seconds East, departing said Northerly line of said Lot 6, a distance of 74.86 feet to the Point of Beginning; thence South 00 degrees 45 minutes 00 seconds East a distance of 2.07 feet; thence South 00 degrees 45 minutes 00 seconds East, a distance of 18.03 feet; thence South 89 degrees 18 minutes 42 seconds West, a distance of 31.91 feet to a Point on a curve said curve being concave Westerly and having a Radius of 44.95 feet, thence along the arc of said curve through a central angle of 24 degrees 35 minutes 42 seconds, an arc length of 19.30 feet, subtended by a chord bearing and distance of North 19 degrees 26 minutes 19 seconds East, 19.15 feet; thence North 89 degrees 11 minutes 33 seconds East, a distance of 25.30 feet to the Point of Beginning. Containing 502 square feet or 0.01 acres more or less.

**UNIT 604:**

A Portion of Lot 6 Ponte Vedra Shores West, lying in Section 29, Township 6 South, Range 30 East as Recorded in Map Book 14, Pages 34 and 35 of the Public Records, St Johns County, Florida and being more fully described as follows:

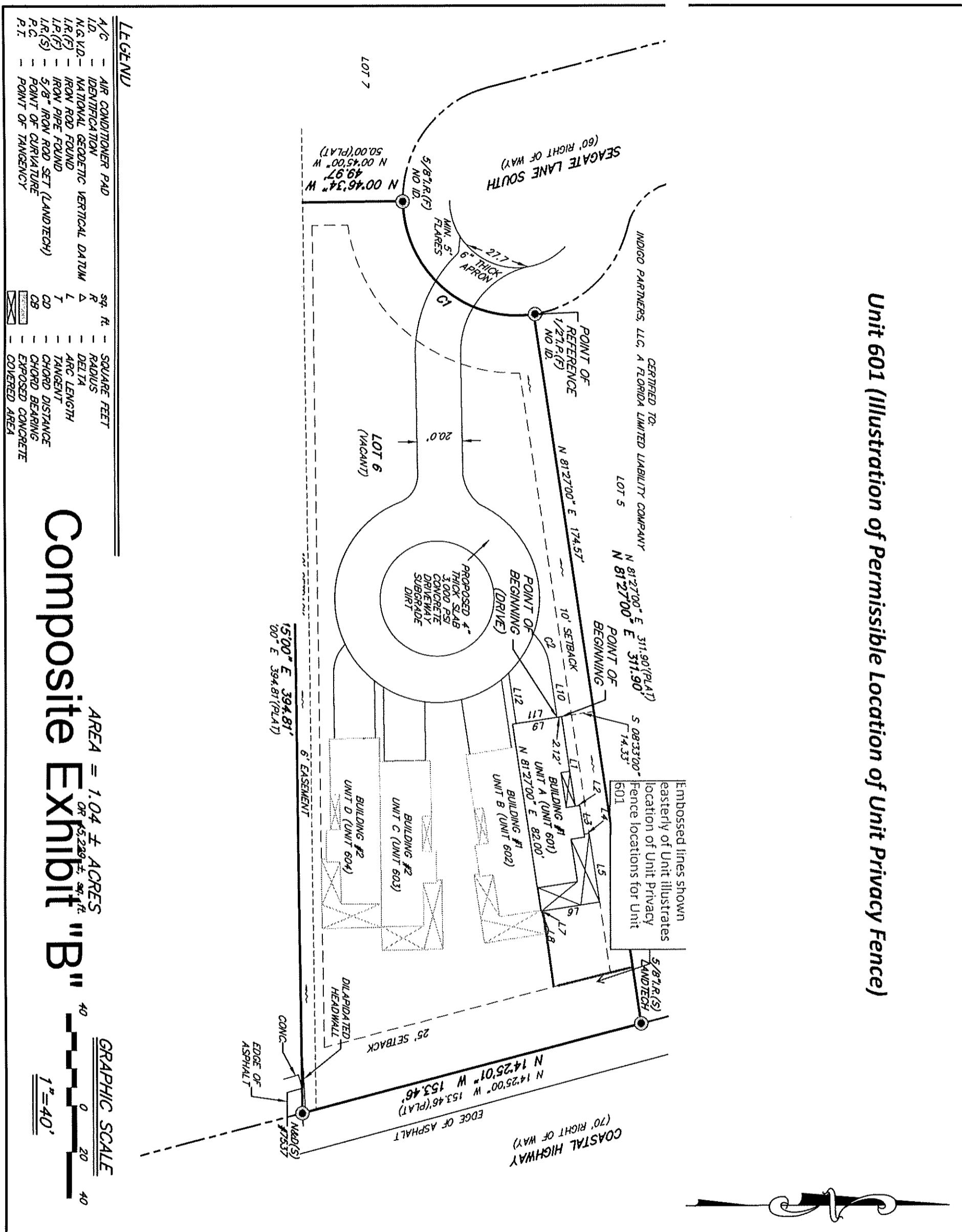
For a Point of Reference commence at the Northwest corner of said Lot 6; thence North 81 degrees 27 minutes 00 seconds East, along the Northerly line of said Lot 6, a distance of 174.57 feet; thence South 06 degrees 47 minutes 24 seconds East, departing said Northerly line of said Lot 6, a distance of 94.92 feet to the Point of Beginning; thence North 89 degrees 15 minutes 00 seconds East, a distance of 82.00 feet; thence South 00 degrees 45 minutes 00 seconds East, a distance of 0.25 feet; thence North 89 degrees 15 minutes 00 seconds East, a distance of 0.33 feet; thence South 00 degrees 45 minutes 00 seconds East, a distance of 25.83 feet; thence South 89 degrees 15 minutes 00 seconds West, a distance of 30.33 feet; thence North 00 degrees 45 minutes 00 seconds West, a distance of 2.33 feet; thence South 89 degrees 15 minutes 00 seconds West, a distance of 12.67 feet; thence North 00 degrees 45 minutes 00 seconds West, a distance of 2.00 feet; thence South 89 degrees 15 minutes 00 seconds West, a distance of 39.33 feet; thence North 00 degrees 45 minutes 00 seconds West a distance of 21.75 feet to the Point of Beginning. Containing 1,994 Square Feet or 0.04 acres more or less.

Together with a concrete driveway described as:

A portion of Lot 6 Ponte Vedra Shores West, lying in Section 29, Township 6 South, Range 30 East as recorded in Map Book 14, Pages 34 and 35 of the Public Records, St Johns County, Florida and being more fully described as follows:

For a Point of reference commence at the Northwest corner said Lot 6; thence North 81 degrees 27 minutes 00 seconds East, along the Northerly line of said Lot 6, a distance of 174.57 feet; thence South 06 degrees 47 minutes 24 seconds East, departing said Northerly line of said Lot 6, a distance of 94.92 feet to the Point of Beginning; thence South 00 degrees 45 minutes 00 seconds East, a distance of 1.69 feet; thence South 00 degrees 45 minutes 00 seconds East, a distance of 17.94 feet; thence South 89 degrees 24 minutes 16 seconds West, a distance of 28.25 feet; to a point of curvature of said curve being concave Northerly and having a Radius of 17.66 feet, thence along the arc of said curve through a central angle of 44 degrees 58 minutes 26 seconds, an arc length of 13.86 feet, subtended by a chord bearing and distance of North 68 degrees 06 minutes 31 seconds West, 13.51 feet to a point on a reverse curve, said curve being concave Northwesterly and having a Radius of 44.95 feet, thence along the arc of said curve through a central angle of 26 degrees 18 minutes 19 seconds an arc length of 20.64 feet subtended by a chord bearing and distance of North 50 degrees 56 minutes 27 seconds East 20.46 feet thence North 89 degrees 17 minutes 20 seconds East a distance of 24.67 feet to the Point of Beginning. Containing 591 Square Feet or 0.01 acres more or less.

Unit 601 (Illustration of Permissible Location of Unit Privacy Fence)



- LEGEND**
- A/C AIR CONDITIONER PAD
  - I.D. IDENTIFICATION
  - N.G.V.D. NATIONAL GEODETIC VERTICAL DATUM
  - I.R.(F) IRON ROD FOUND
  - I.R.(S) IRON ROD SET (LANDTECH)
  - P.C. POINT OF CURVATURE
  - P.T. POINT OF TANGENCY
  - Sq. Ft. SQUARE FEET
  - R. RADIUS
  - Δ DELTA
  - L ARC LENGTH
  - T TANGENT
  - CD CHORD DISTANCE
  - CB CHORD BEARING
  - EXPOSED CONCRETE
  - COVERED AREA

AREA = 1.04 ± ACRES  
 OR 45,289 ± sq. ft.  
**Composite Exhibit "B"**



**GENERAL NOTES:**

- This survey made without benefit of an abstract of title. No right-of-way or easements of record were furnished to this firm except as shown.
- The certification of this survey is a professional opinion based on the existing field and documentary evidence available at the time this survey was prepared.
- This office has not abstracted this parcel of land for any recorded claims of title, easements or restrictions. This surveyor shall not be held liable for the existence of any such claims.
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- This survey is certified to the last field date.  
 - This survey does not reflect or determine ownership.  
 - The specific rights implied by this survey are not transferable.  
 - This surveyor's liability shall not exceed the fee as stated by this surveyor.

- According to the Federal Emergency Management Agency FIRM Map No. 125147-0308J, effective date: 12/07/18, the property described hereon appears to lie in Zone "A".  
 - Basis of bearing structure: REFER TO SURVEY  
 - Basis of elevations: N.A.V.D. 88

JOB NO.	LAST FIELD DATE	SCALE	T.B./PAGE	CHK BY	DWG BY
18-0486	03/25/18	1"=40'	723/36	N.H.F.	T.P.W.

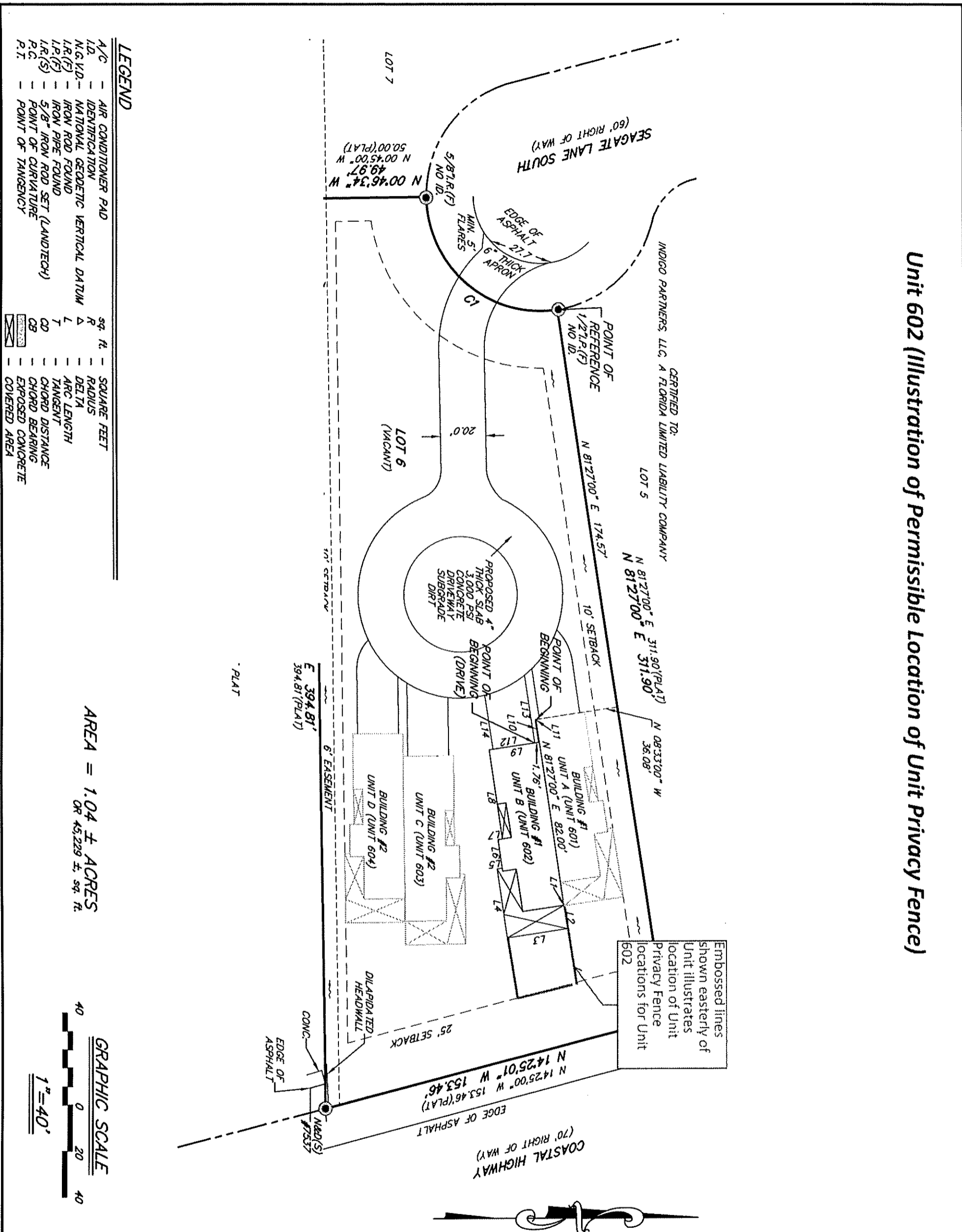
TYPE: BOUNDARY/SITE PLAN  
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**NICHOLAS H. FRANKLIN**  
 6170 A1A SOUTH #318  
 ST. AUGUSTINE, FLORIDA 32086  
 (904) 471-8877 FAX (904) 471-8876

Not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper. Additions or deletions to survey maps or reports by other than the signing party is prohibited without the written consent of the signing party.

*Nicholas H. Franklin*  
 NICHOLAS H. FRANKLIN, P.L.S. 4620  
 FOR LANDTECH AND ASSOCIATES

Unit 602 (Illustration of Permissible Location of Unit Privacy Fence)



**LEGEND**

A/C	AIR CONDITIONER PAD	sq. ft.	SQUARE FEET
I.D.	IDENTIFICATION	R	RADIUS
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM	Δ	DELTA
I.R.(F)	IRON ROD FOUND	L	ARC LENGTH
I.P.(F)	IRON PIPE FOUND	T	TANGENT
I.R.(S)	5/8" IRON ROD SET (LANDTECH)	GD	CHORD DISTANCE
P.C.	POINT OF CURVATURE	CB	CHORD BEARING
P.T.	POINT OF TANGENCY	CB	CHORD BEARING
		---	EXPOSED CONCRETE
		---	COVERED AREA

AREA = 1.04 ± ACRES  
OR 45,229 ± sq. ft.



**GENERAL NOTES:**

- This survey made without benefit of an abstract of title. No right-of-way or easements of record were furnished to this firm except as shown.
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According to the Federal Emergency Management Agency FIRM Map No. 125147-0308J effective date: 12/07/18, the property described hereon appears to lie in Zone X.

Basis of bearing structure: REFER TO SURVEY

Basis of elevations: M.A.V.D.88

JOB NO.	LAST FIELD DATE	SCALE	FB/PAGE	CHK. BY	DWG. BY
18-0468	05/25/18	1"=40'	723/38	N.H.F.	T.P.W.

TYPE: BOUNDARY/SITE PLAN

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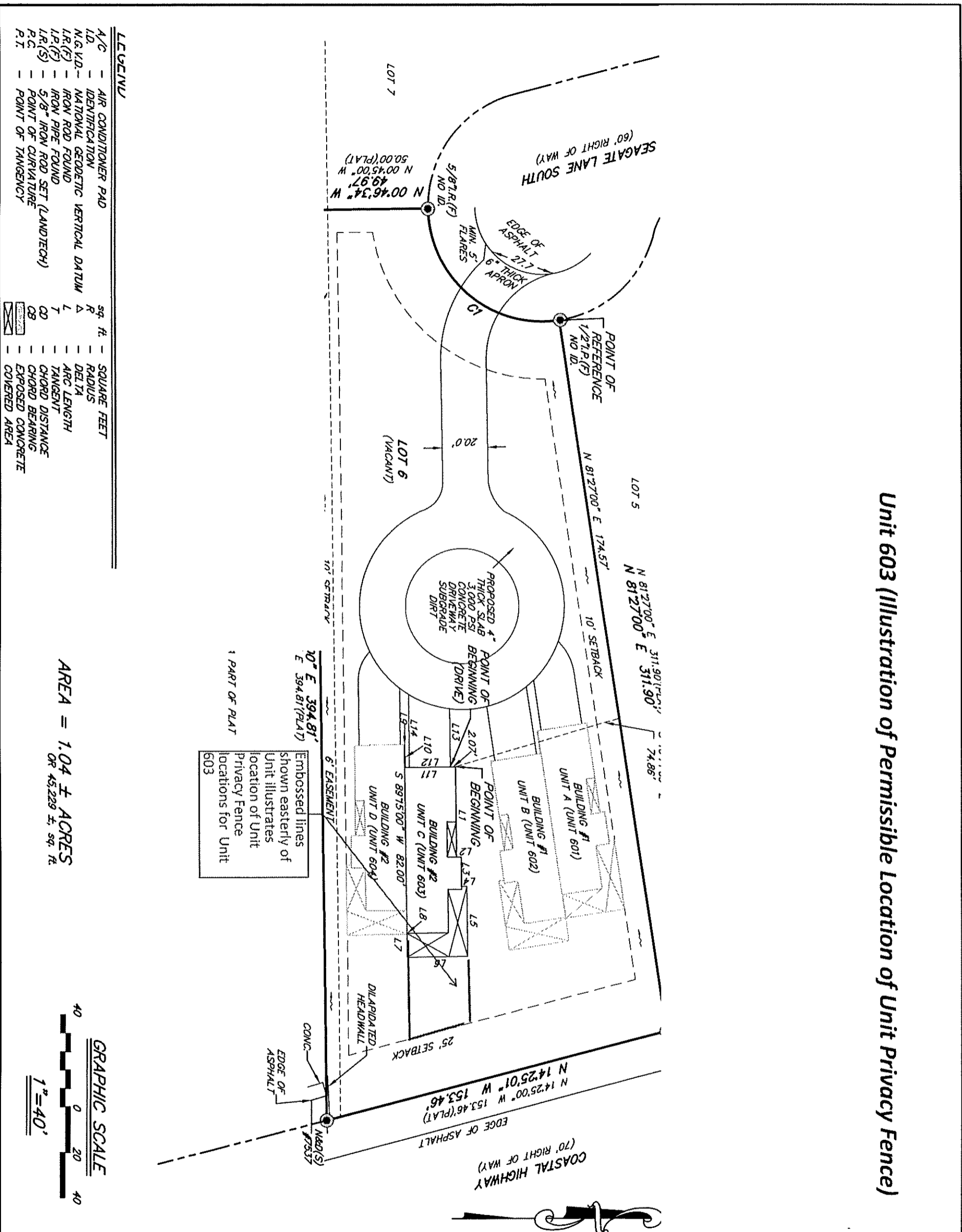
**NICHOLAS H. FRANKLIN**  
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(904) 471-6877 FAX (904) 471-6876

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*Nicholas H. Franklin*

NICHOLAS H. FRANKLIN, P.L.S. 4620 FOR LANDTECH AND ASSOCIATES

Unit 603 (Illustration of Permissible Location of Unit Privacy Fence)



**GENERAL NOTES:**

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- According to the Federal Emergency Management Agency FIRM Map No. 125147-0300J effective date: 12/07/18, the property described hereon appears to lie in Zone A.

- Basis of bearing structure: REFER TO SURVEY

- Basis of elevations: N.A.V.D. 88

JOB NO.	LAST FIELD DATE	SCALE	F.B./PAGE	CHK BY	DWG BY
18-0486	05/25/18	1"=40'	723/38	N.H.F.	T.P.W.

TYPE: BOUNDARY/SITE PLAN

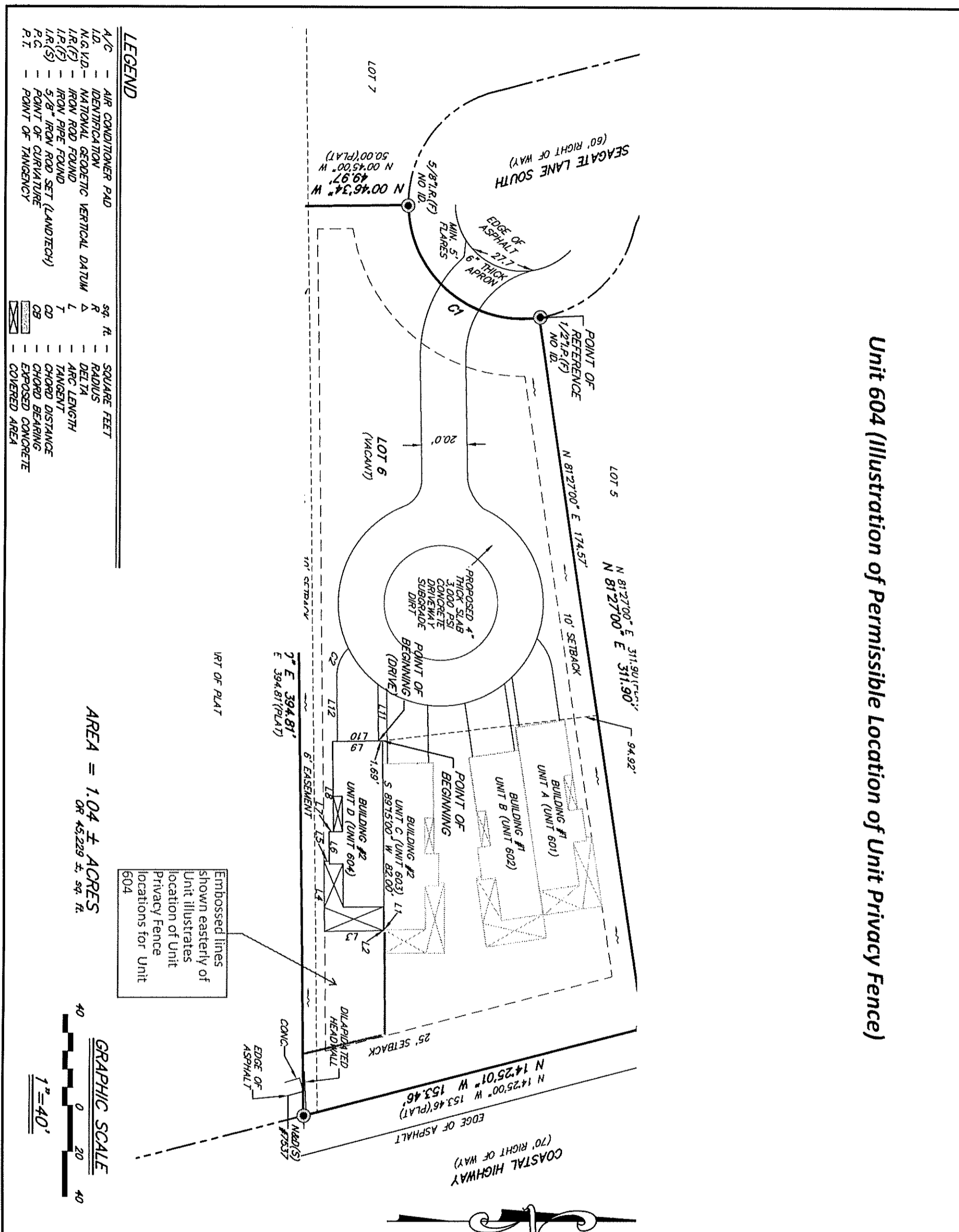
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*Nicholas H. Franklin*  
NICHOLAS H. FRANKLIN, P.L.S. 4620  
FOR LANDTECH AND ASSOCIATES

Unit 604 (Illustration of Permissible Location of Unit Privacy Fence)



**LEGEND**

A/C	AIR CONDITIONER PAD	sq. ft.	SQUARE FEET
I.D.	IDENTIFICATION	R	RADIUS
N.G. I.D.	NATIONAL GEODETIC VERTICAL DATUM	Δ	DELTA
I.R. (F)	IRON ROD FOUND	L	ARC LENGTH
I.P. (F)	IRON PIPE FOUND	T	TANGENT
I.R. (S)	5/8" IRON ROD SET (LANDTECH)	CD	CHORD DISTANCE
P.G.	POINT OF CURVATURE	CB	CHORD BEARING
P.T.	POINT OF TANGENCY	CC	COVERED CONCRETE
		CC	COVERED AREA

AREA = 1.04 ± ACRES  
OR 45,229 ± sq. ft.



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- According to the Federal Emergency Management Agency FIRM Map No. 125147-0308J effective date: 12/07/18, the property described hereon appears to lie in Zone X.  
- Basis of bearing structure: REFER TO SURVEY

Basis of elevations: N.A.M.D. 88

JOB NO.	LAST FIELD DATE	SCALE	PAGE	CHK BY	DWG BY
18-0466	05/25/18	1"=40'	723/38	N.H.F.	T.P.W.

TYPE: SITE PLAN  
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*Nicholas H. Franklin*  
NICHOLAS H. FRANKLIN, P.L.S. 4620  
FOR LANDTECH AND ASSOCIATES

83 15794

DECLARATION  
OF SUPPLEMENTAL  
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by Inlet Development Corporation, hereinafter referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain property in Ponte Vedra Shores West, County of St. Johns, State of Florida, which is more particularly described as:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48 and 49, of 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.

SUBJECT, however, to building restriction lines, easements, dedicated roads, and streets, and other matters shown on said plat.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, 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

This Instrument was prepared by:  
John F. MacLennan, Esquire,  
Kattman, Eshelman & MacLennan, P.A.  
800 Blackstone Building  
Jacksonville, Florida 32202



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 Homeowners' 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 a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 4. "Common Area" shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is described as follows:

None

Section 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area.

Section 6. "Declarant" shall mean and refer to Inlet Development Corporation, its successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development.

Section 7. "Unit" shall mean and refer to that portion of a building which is normally occupied by a single household; i.e. a quadruplex building contains four units.

ARTICLE II

PROPERTY RIGHTS

Section 1. Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;

(b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for any infraction of its published rules and regulations;

(c) the right of the Association to dedicate or transfer all of any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

(d) no such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of each class of members has been recorded.

Section 2. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each Lot owned.

The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

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

(b) on August 1, 1986.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The

personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Area.

Section 3. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be Seven Hundred Twenty Dollars (\$720.00) per Unit.

(a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership.

(b) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above 10% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

Section 4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assess-

ment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Sections 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Section 3 or 4 shall be sent to all members not less than 30 days nor more than 60 days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum.

Section 6. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Units and may be collected on a monthly basis.

Section 7. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Lots on the date of conveyance of such Lot to an owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the

annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. All assessment are due on the first of each month and a late charge of Ten Dollars (\$10.00) shall be assessed with respect to any assessment payments not made by the 10th of the month. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the maximum rate allowable by Florida law. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect the assessment lien. However, the sale or

transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

#### ARTICLE V

##### ARCHITECTURAL CONTROL

No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alternation therein be made until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

## ARTICLE VI

## GENERAL PROVISIONS

Section 1. Enforcement. The Association, 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 this Declaration. Failure by the Association or 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 2. 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 3. 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 percent (90%) of the members of the Association, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the members of the Association. Any amendment must be recorded.

Section 4. Annexation. Additional residential property and Common Area may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

Section 5. FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: Annexation of additional properties, dedication of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions.

#### ARTICLE VII

#### RESTRICTIONS

Section 1. Nuisance. No trade, business or other activity shall be carried on upon any lot or within any structure situate upon the subdivision property, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. All lot set-back areas, yards, walkways, driveways and parking areas shall be maintained and kept in a neat and clean condition, free of refuse and debris.

Section 2. Prohibitions. No antenna, tent, trailer, shack, shed, storage building, tank, barn, pen, kennel, outdoor clothes line, playhouse or other temporary or accessory building or structure may be erected or permitted to remain on any lot at any time. During periods of construction upon any lot, no temporary trailers may be used for living accommodations, nor shall travel trailers, mobile homes, campers, motor homes or the

like be used as living quarters on the property at any time, but construction buildings or construction trailers shall be permitted on a lot during periods of construction.

Section 3. Garbage and Trash. There shall be no burning of garbage, junk or trash within the subdivision. No garbage or trash shall be permitted to accumulate on any lot, and all garbage, junk, trash and the like shall be removed from any lot at the expense of the owner if such is not removed by the owner within thirty (30) days of receipt of written notice from the Architectural Committee mailed to the lot owner by certified or registered mail.

Section 4. Fences. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building set-back line.

Section 5. Animals. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other common household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

Section 6. Vehicles. No recreational vehicle, trailer, utility trailer, house trailer, bus or truck over one-half ton capacity shall be parked or maintained on said property or any portion thereof.

Section 7. Repair Work. No repair work on automobiles or mechanical vehicles or any other like work shall be performed on said property or any portion thereof.

Section 8. Refuse Containers. Each owner shall provide and maintain for the use of the residents of each dwelling unit on each lot adequate refuse can holders which shall be enclosed and constructed so as to be invulnerable to common animals. Such containers shall be either fenced or screened with shrubbery so as not to be visible from abutting streets or adjoining lots.

Section 9. Draperies. Each owner shall install draperies or other attractive window coverings deemed suitable by the Architectural Committee, in each window of each dwelling unit, which coverings or replacements thereof shall remain as permanent fixtures in each dwelling unit.

Section 10. Maintenance. All persons, firms and corporations who may hereafter succeed to the title to, or acquire any lien against or interest in the above described real property and improvements situated thereon, do hereby jointly and severally agree to keep and maintain the said improvements in a good state of repair and to properly care for and maintain all lawns, shrubbery, mail box stands and driveway lighting in a neat and attractive condition. If there is a failure of any person, firm or corporation to fully comply with the terms of this paragraph, after receiving a written thirty (30) day notice from the Association to comply, the Association shall have the right, but not the obligation, to enter in and upon any lot or lots in the subdivision and perform such maintenance upon the plants and

grounds as may be reasonably necessary to keep the lot or lots in a safe and attractive condition, in keeping with the character of the neighborhood. The costs so incurred by the Association shall constitute a lien upon any such lot or lots, and shall bear interest at the highest rate allowed by Florida law until paid.

Section 11. Tree Cutting. No trees having a diameter of two (2) inches or more at a height of four (4) feet above the ground, unless dead or diseased, shall be removed or cut from any lot without first obtaining the prior written approval of the Architectural Committee unless such trees are growing within ten (10) feet of the foundation of any permanent structure on any lot or are growing within two (2) feet of any parking area or sidewalk. Trees of any size lying within these areas may be removed without first obtaining the prior consent of the Architectural Committee.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed and sealed this 15th day of September, 1983.

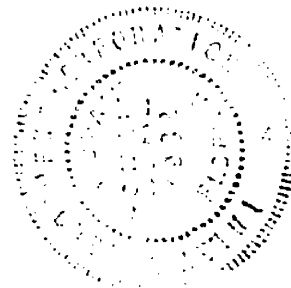
Signed, sealed and delivered in our presence as witnesses:

Harold M. [Signature]  
John J. [Signature]

INLET DEVELOPMENT CORPORATION, a corporation

By: Charles W. [Signature]

Its President



STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 15th day of September, 1983, by Charles M. Fonda, President of Inlet Development Corporation, a Florida corporation, on behalf of the corporation, and that he executed the foregoing document and that the true seal of the corporation was affixed thereon this 15th day of September, 1983.

*Beatriz Helena Blythe*  
Notary Public, State of Florida  
at Large  
My Commission Expires:  
Notary Public, State of Florida at Large  
My commission expires Oct. 2, 1983

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

1983 SEP 19 PM 3:02

*Carl "Bud" Mantel*  
CLERK OF CIRCUIT COURT

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.

Section 2. Termite 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 chose 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

18<sup>th</sup> day of September, 1984.

Signed, sealed and delivered  
in the presence of:

Inlet Development Corporation

By: Ronald M. Weaver  
Ronald M. Weaver, President

Mary June Sutton  
ATTEST:

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 18<sup>th</sup> day of  
September, 1984.

Mary June 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 RECORDS OF  
ST. JOHNS COUNTY, FLA.

1984 SEP 20 AM 10:31

Carl "Dink" Marshall  
CLERK OF CIRCUIT COURT