

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

**Conditions, Covenants & Restrictions**

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

John McLennan, Esquire,  
Kattin, Estelma & McLennan, 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.

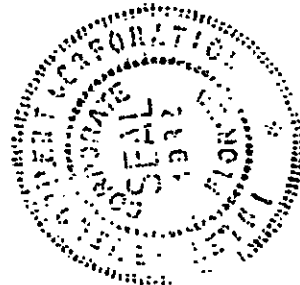
Signed, sealed and delivered in our presence as witnesses:

[Signature]  
[Signature]

INLET DEVELOPMENT CORPORATION,  
a corporation

By: [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.

*Beatrice H. G. ...*  
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  
DUVAL COUNTY, FLA.

1983 SEP 19 PM 3:02

*Paul "Bud" Munkel*  
CLERK OF CIRCUIT COURT

VERIFIED BY  
*K.C.O.*