

Instr #2019023704 BK: 4706 PG: 56, Filed & Recorded: 4/8/2019 3:05 PM #Pgs:29
 Hunter S. Conrad, Clerk of the Circuit Court St. Johns County FL Recording S248.00

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 17th 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.

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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

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- i. 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

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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 1/4th (25% or 1/4th) 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.

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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-foot 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.

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- 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

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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

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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

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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 or 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)

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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

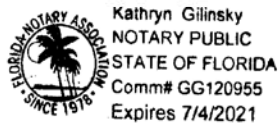
Printed Name: Scott Nahmias
Its: Managing Member

State of Florida
County of St Johns

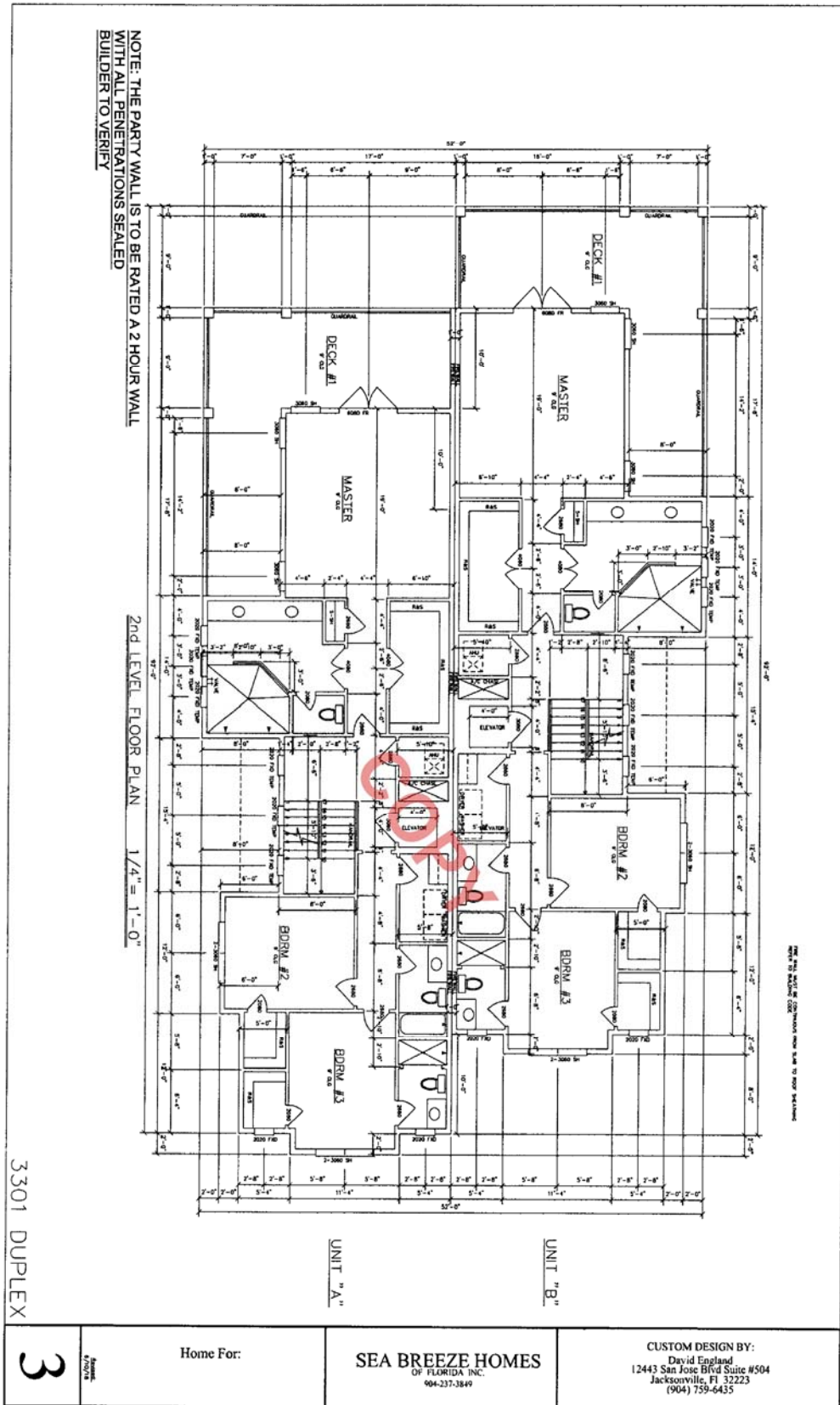
Before me, the undersigned authority, personally appeared Scott Nahmias in his capacity as Managing Member of Indigo Partners, LLC, a Florida limited liability company, who X being well known to me or having produced _____ as identification, did execute the foregoing instrument for the purposes as stated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

Dated this 17 day of March, 2019.

Kathryn Gilinsky
Notary Public



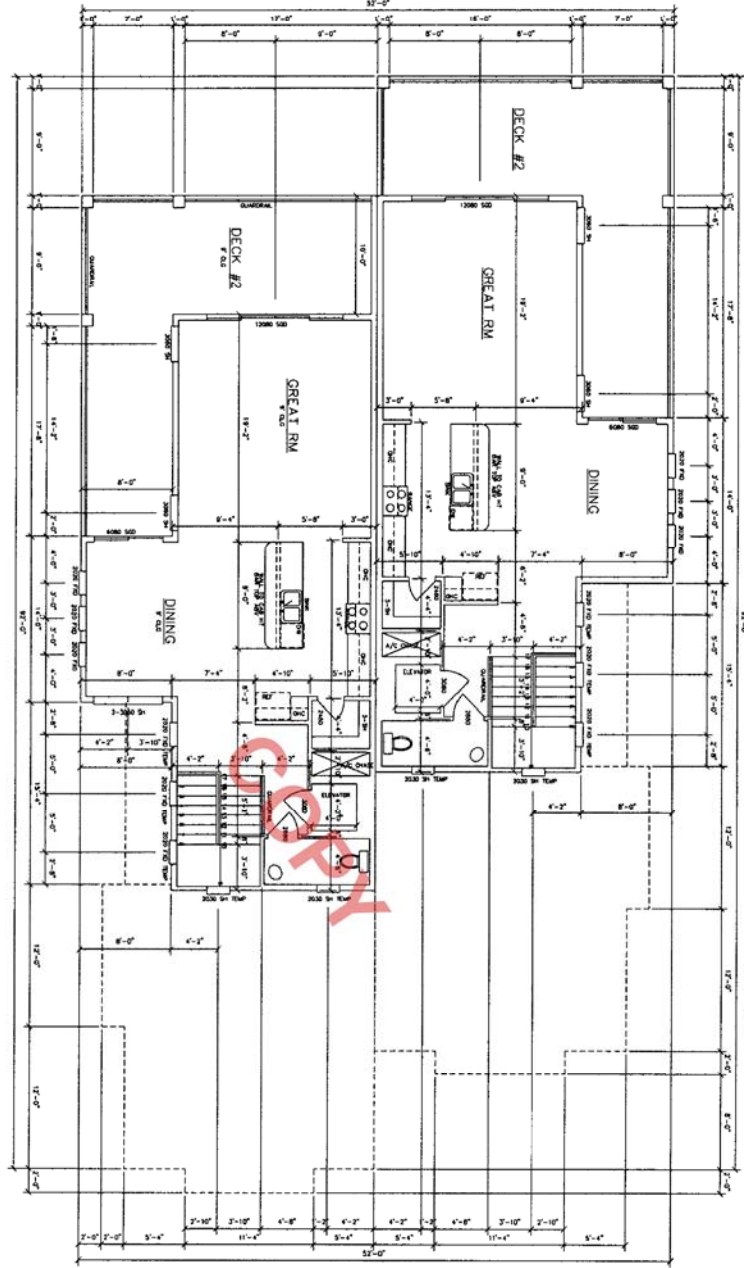
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NOTE: THE PARTY WALL IS TO BE RATED A 2 HOUR WALL WITH ALL PENETRATIONS SEALED BUILDER TO VERIFY

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



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UNIT "A"

UNIT "B"

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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

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

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

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

3301 DUPLEX

<p>5</p>	<p>Home For:</p>	<p>SEA BREEZE HOMES 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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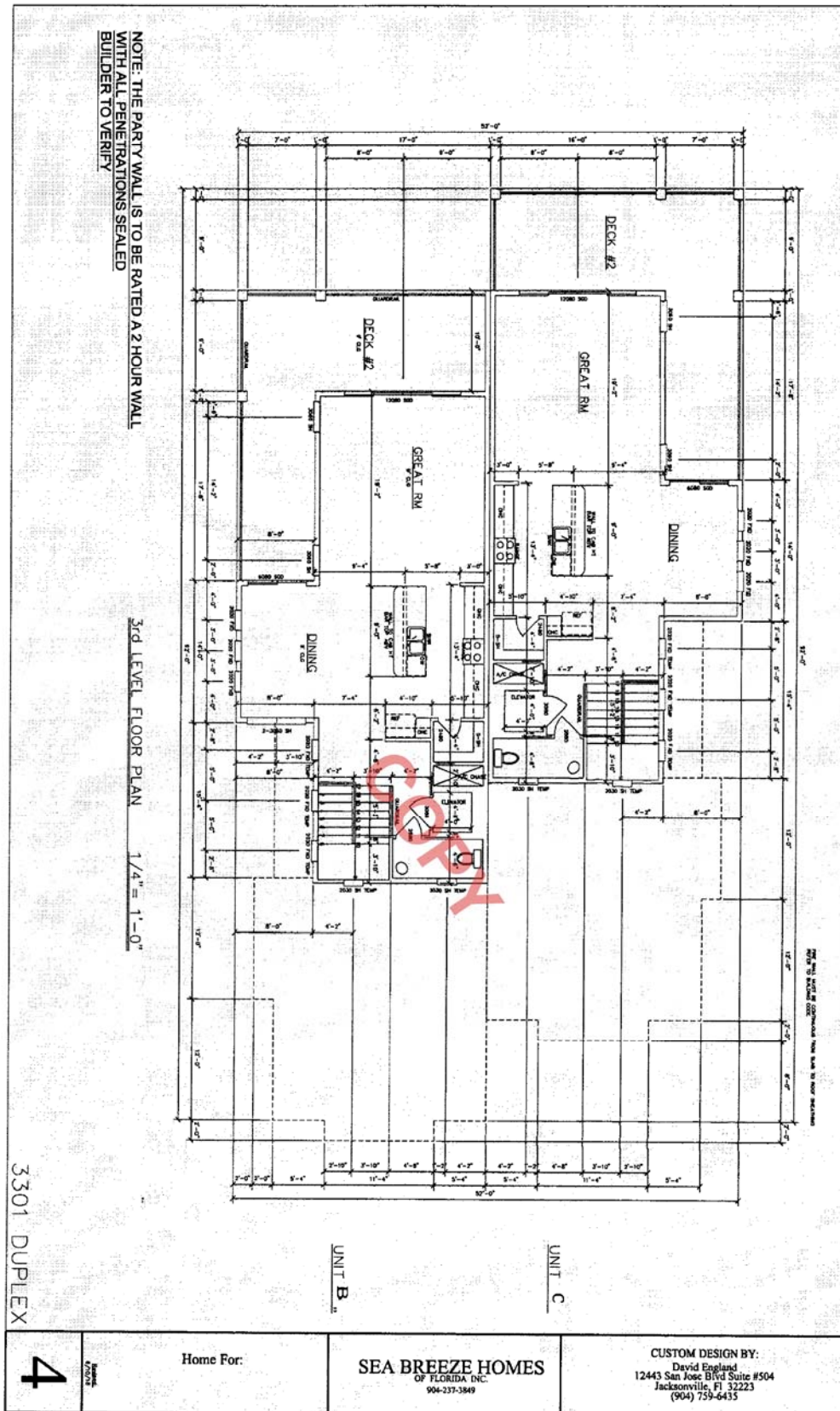
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NOTE: THE PARTY WALL IS TO BE RATED A 2 HOUR WALL WITH ALL PENETRATIONS SEALED BUILDER TO VERIFY

3301 DUPLEX

<p>6</p>	<p>Home For:</p>	<p>SEA BREEZE HOMES OF FLORIDA, INC. 904-237-3649</p>	<p>CUSTOM DESIGN BY: David England 12443 San Jose Blvd Suite #504 Jacksonville, FL 32223 (904) 759-6435</p>
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BK: 4706 PG: 78



CUSTOM DESIGN BY: David England 12443 San Jose Blvd Suite #504 Jacksonville, FL 32223 (904) 759-6435	SEA BREEZE HOMES OF FLORIDA INC. 904-237-1849	Home For:	Project #17018 5
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SIDE ELEVATION 1/4" = 1'-0"

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

3301 DUPLEX

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

CUSTOM DESIGN BY: David England 12443 San Jose Blvd Suite #504 Jacksonville, FL 32223 (904) 759-6435	SEA BREEZE HOMES OF FLORIDA, INC. 904-271-3849	Home For:	6 SHEET NO.
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SIDE ELEVATION
1/4" = 1'-0"

REAR 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

