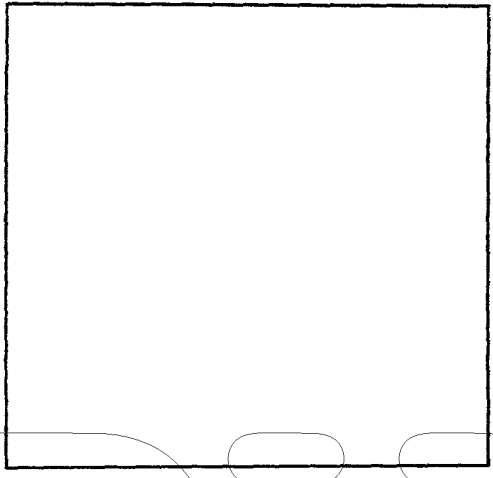


This Instrument prepared by the
Turtle Shores Owners Association, Inc.
Board of Directors. Please return to:
Board of Directors Turtle Shores
clo Jacobs, Jacobs & Associates, Inc.
461 AIA Beach Blvd.
St. Augustine, FL 32080



**CERTIFICATE OF AMENDMENT
AS TO THE AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTION
OF
TURTLE SHORES OWNERS ASSOCIATION, INC.**

COPY

COME NOW the undersigned President and Secretary of Turtle Shores Owners Association, Inc. and hereby certify the following:

That the attached writing is a true copy of the Amended and Restated Declaration of Covenants and Restrictions for Turtle Shores West Subdivision as originally recorded in the Public Records of St. Johns County, Florida: O.R. 782 Page 0019 et seq., O.R. Book 811; Page 159 et seq., O.R. Book 896; Page 823 et seq., O.R. Book 1021; Page 262, and O.R. Book 1075; Page 190 et seq.

That the Restatement was approved in accordance with the requirements of the Declaration of Covenants and Restrictions for the Turtle Shores Owners Association, Inc. and the provisions of Chapter 720, Florida Statutes.

The Amended and Restated Declaration appears in the minutes of the Association meeting at which the Amendment was approved by the membership, is attached hereto and is un-revoked.

EXECUTED this 19 day of AUG 2011, in St. Johns County, Florida.

TURTLE SHORES OWNERS
ASSOCIATION, INC.

By: Joseph Fleming
(Signature)
JOSEPH FLEMING
Its President

Attest: Judith L. Williams
(Signature)

JUDITH L. WILLIAMS
Secretary

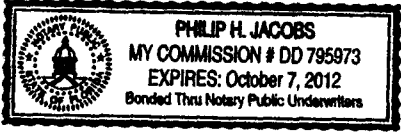
STATE OF FLORIDA

COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day before me, an officer duly authorized to administer oaths and take acknowledgments, personally appeared Joe Fleming, President of Turtle Shores Owners Association, Inc., who is personally known to me, who acknowledges executing the same in the presence of two subscribing witnesses freely and voluntary and who certifies that he possesses authority for the Association's membership to execute this instrument.

WITNESS my hand and official seal in the County and State aforesaid this 19 day of AUG. 2011.

Philip H. Jacobs
Notary Public, State of Florida at Large



Annanda M. Lu
Witness

Kauran M. Sargeant
Witness

Approved 8/8/2011

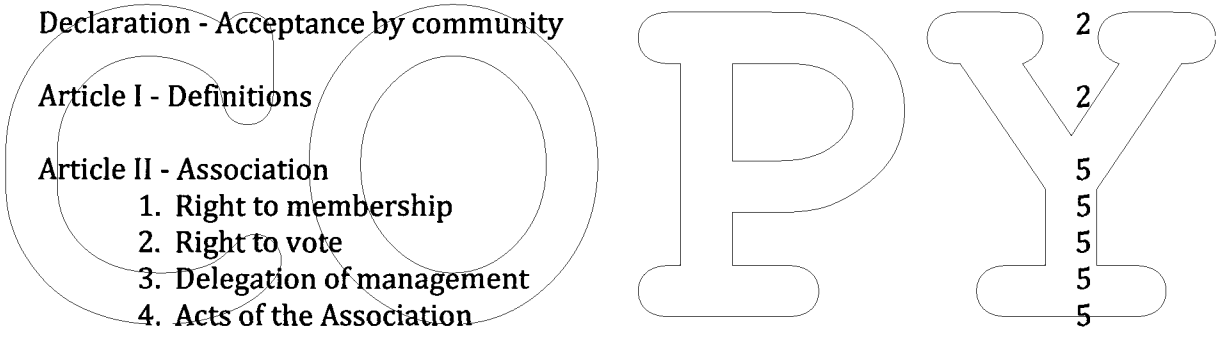
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**AMENDED AND RESTATED DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR TURTLE SHORES WEST SUBDIVISION**

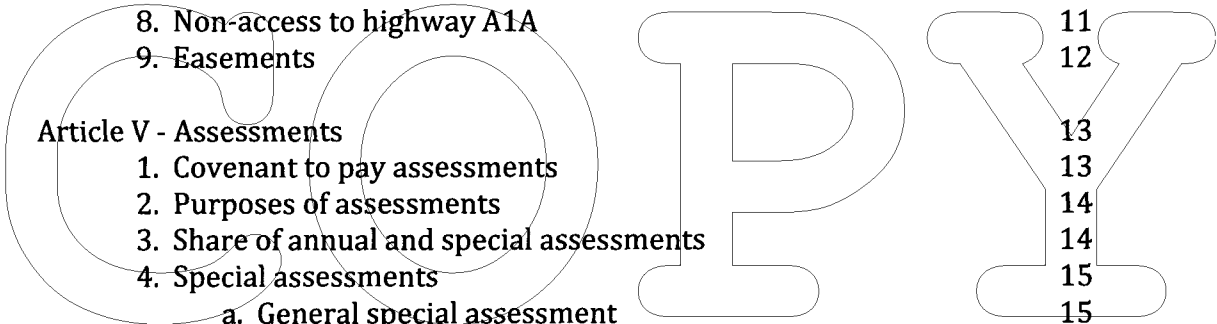
**THIS AMENDMENT AND RESTATEMENT of the DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS TURTLE SHORES WEST ("Amended and Restated
Declaration") is made this ____ day of _____, by TURTLE SHORES OWNERS
ASSOCIATION, INC. (the Association), a not-for-profit corporation formed and existing
pursuant to the laws of the State of Florida, primarily Florida Statutes 720 and 617.**

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AMENDED AND RESTATED DECLARATION Approved 8/8/2011

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Certification **COPY**

RECITAL OF FACTS

1. Turtle Shores West is a Planned Unit Development (PUD) housing subdivision in St. Johns County, Florida, created by a series of plats recorded as follows:

UNIT I	Map Book	21	Page	64
UNIT II	Map Book	30	Page	89
UNIT II B	Map Book	38	Page	57
UNIT III	Map Book	38	Page	57
UNIT IV	Map Book	44	Page	47

2. The original Declaration of Covenants, Conditions and Restrictions affecting Turtle Shores West subdivision was recorded on May 8, 1988 in O.R. 782 Page 0019 et seq. ("Original Declaration"). Said Declaration was substantively amended by four (4) documents recorded as follows, all in the Public Records of St. Johns County, Florida:

February 9, 1989	O.R. Book 811; Page 159 et seq.
May 31, 1991	O.R. Book 896; Page 823 et seq.
November 12, 1993	O.R. Book 1021; Page 262
October 3, 1994	O.R. Book 1075; Page 190 et seq.

These amendments by reference are incorporated into this AMENDED AND RESTATED DECLARATION.

3. There have been twenty-three (23) additional amendments to the Original Declaration all for the limited purpose of incorporating additional property under the provisions of the Original Declaration, as amended. It is not intended that the substance of these twenty-three (23) amendments be altered or affected in any manner by this AMENDED AND RESTATED DECLARATION ("Declaration"). All of the properties described in these amendments are included in one or more of the plats identified in Section 1 above.

4. As of the date hereof all subdivision lots have been sold and conveyed, the class B membership has terminated, and the original developer/Declarant and all subsequent developers/Declarants have no further interest in Turtle Shores West. The Association is the legally existing entity representing the lot owners by the terms of the Original Declaration, as amended, its Articles of Incorporation, Bylaws, and Rules and Regulations, (hereinafter "Governing Documents") and by Florida law, primarily Florida Statutes 720 and 617.

5. The Association now desired to fully amend and restate the Original Declaration as amended, in order to more accurately reflect and deal with substantial changes in circumstances since the original adoption in 1988.

DECLARATION

The Original Declaration, as amended, provides that all lots in Turtle Shores West subdivision shall be held, sold and conveyed subject to easements, restrictions, covenants and conditions set forth therein, which are for the purpose of protecting the value and desirability of the land, and which shall run with the land, and be binding on all parties having any right, title and interest in the land, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

THEREFORE, the Association, in confirmation of the purpose stated above, and having received the required vote of the membership, does by the execution and recording of this document, amend and restate the Original Declaration, substituting this AMENDED AND RESTATED DECLARATION ("Declaration") for the Original Declaration, as amended, in its entirety, affecting all of the property identified in Section 1 of the Recital of Facts.

ARTICLE 1 - DEFINITIONS

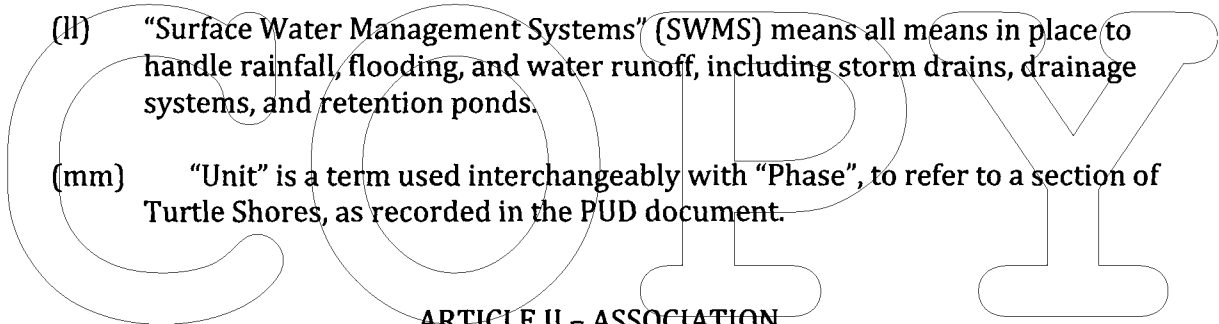
The following words and phrases when used in this AMENDED AND RESTATED DECLARATION shall have the meaning given to them by this article.

- (a) "ARC" means the Architectural Review Committee.
- (b) "Adjacent Lot" means a lot immediately contiguous to another lot.
- (c) "Architectural Guidelines" means a separate document, which delineates architectural planning criteria, and establishes requirements for architectural control applied to all Lots within the Property.
- (d) "Architecture Review Committee" means the group of Members, approved by the Board, with authority to enforce the architectural controls established herein and in the Architectural Guidelines.
- (e) "Articles" means the Articles of Incorporations of the Association, as same may be amended from time to time
- (f) "Assessment" means any and all assessments, levies, fines or other charges enacted by the Association against the Owners or an individual Owner for payment of shared common expenses.
- (g) "Association" means Turtle Shores Owners Association, Inc., a Florida not-for-profit corporation, which is responsible for the maintenance and operation of the Common Areas and amenities in Turtle Shores Owners Association, Inc.
- (h) "Board", "Board of Directors" or "Directors" means the Board of Directors responsible for the administration of Turtle Shores Owners Association, Inc.

- (i) "Bylaws" means the Bylaws of the Association, as same may be amended from time to time.
- (j) "CC&Rs" means Covenants, Conditions and Restrictions (see full definition below)
- (k) "Common Area" means all real property and any improvements and fixtures thereon owned by the Association for the use and enjoyment of the owners.
- (l) "Common Roads" means all of the rights of way, including the paved portions of same, located within the Turtle Shores West subdivision and shown on any or all of the plats described in the RECITAL OF FACTS Section 1 above. It is intended that all of these "Common Roads" be owned and maintained by Turtle Shores Owners Association, Inc.
- (m) "Community" means all real property subject to this Declaration.
- (n) "County" means St. Johns County, Florida.
- (o) "Covenants, Conditions and Restrictions" (CC&Rs) means a recorded written instrument running with the land which subjects the land comprising the Community to the jurisdiction and control of an Association of which the owners of the parcels must be members; also called Declaration.
- (p) "Declaration" means this AMENDED and RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR TURTLE SHORES WEST SUBDIVISION (CC&Rs), as same may be amended from time to time.
- (q) "Dwelling Unit" or "Dwelling" means a detached single family home in Turtle Shores West Subdivision.
- (r) "Easement Lot" means any of lots 1 through 45 in Unit 1, as said lots are shown on plat recorded in Map Book 21 Page 64 et seq.
- (s) "Guest" refers to any visitor to the Property who is invited or allowed entry by an Owner or tenant, including overnight houseguests, short-term visitors, and all persons engaged to perform work on the property.
- (t) "Governing Documents" means and includes this Declaration, Articles of Incorporation, Bylaws, Rules and Regulations, and ARC Guidelines, and all recorded exhibits thereto, as amended from time to time.
- (u) "Improved Lot" means any lot in the subdivision upon which a Dwelling Unit has been constructed.

- (v) "Lessee" means any person or persons occupying, but not holding a form of legal title to, a Dwelling Unit or Lot under a written agreement with the Owner, with or without compensation to the Owner.
- (w) "Material Alteration" means to palpably or perceptively vary or change the form, shape, elements or specifications of the Common Areas or Common Roads from its original design or plan in such a manner as to appreciably affect or influence its function or use.
- (x) "Member" means a person entitled to membership in the Association as provided in the Declaration.
- (y) "Mortgage" means a first mortgage lien as security for a debt.
- (z) "Mortgagee" means any lender secured by a mortgage.
- (aa) "Operating Expenses" means all expenses for which owners are liable to the Association.
- (bb) "Owner", "Parcel Owner", "Homeowner", or "Lot Owner" means the record owner, one or more persons, or other legal entity holding fee simple title to any lot or lots in the Property.
- (cc) "Personal Property" means property that is not affixed to or associated with land; anything that is not real property.
- (dd) "Phase" is a term used interchangeably with Unit, to refer to a section of Turtle Shores.
- (ee) "Planned Unit Development" or PUD is a zoning classification for a type of building development as well as a regulatory process that allows flexibility in the design of a subdivision. Planned Unit Development allows varied and compatible land uses to be clustered to provide for common open space. The PUD for Turtle Shores is maintained by St. Johns County and describes building requirements and limitations for the Property.
- (ff) "Property", or "Properties" means all real property subject to this Declaration.
- (gg) "Property Line" means the perimeter boundary line of any lot.
- (hh) "Real Property" means property that includes land and buildings, and anything affixed to the land; includes structures that are affixed to the land, not those that can be removed.
- (ii) "Reserve Account" refers to funds set aside from the annual budget allocated for major repairs, restoration or replacement of the item as identified in the Long Range Plan.

- (jj) "Residential Lot" means a platted lot used, or intended to be used, for the construction of a Dwelling Unit.
- (kk) "Rules and Regulations" means the rules and regulations of the Association, which have been adopted by the Board of Directors, as amended from time to time, to implement and supplement the provisions of this Declaration.
- (ll) "Surface Water Management Systems" (SWMS) means all means in place to handle rainfall, flooding, and water runoff, including storm drains, drainage systems, and retention ponds.
- (mm) "Unit" is a term used interchangeably with "Phase", to refer to a section of Turtle Shores, as recorded in the PUD document.



ARTICLE II - ASSOCIATION

1. RIGHT TO MEMBERSHIP. Every Owner is a Member of the Association. Membership is appurtenant to and may not be separated from ownership of any Lot. Transfer of Lot ownership either voluntarily or by operation of the law terminates membership, and said membership is thereupon vested in the transferee.

2. RIGHT TO VOTE. Every Member is entitled to one membership interest and one (1) vote for each Lot owned.

When any one Lot is owned by more than one individual, or by a firm, corporation or other legal entity, the composite title holder shall constitute one (1) Member entitled to one (1) vote. One representative appointed by the ownership may exercise such vote, and no more than one (1) vote shall be cast by owners of one (1) Lot.

3. DELEGATION OF MANAGEMENT. The Association may contract for the management and maintenance of those portions of the Property it is required to maintain, and may authorize a licensed management agent to assist the Association in carrying out its powers and duties by performing functions which may include but are not limited to the submission of proposals, collection of assessments, keeping of records, enforcement of rules and maintenance, repair and replacement of the Common Areas with funds made available by the Association for such purposes.

4. ACTS OF THE ASSOCIATION. Unless the approval or affirmative vote of the owners is specifically made necessary by some provision of the law or the governing documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors, without a vote of the owners. The officers and Directors of the Association have a fiduciary relationship to the owners. An owner does not have the authority to act for or bind the Association by reason of being a Lot Owner.

5. POWERS AND DUTIES. The powers and duties of the Association include those set forth in Chapter 617, the Florida Corporation Not for Profit Statute, and Chapter 720, the

Florida Homeowner Association Statute, and in the governing documents. The Association may contract, sue or be sued with respect to the exercise or non-exercise of its powers and duties. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the Common Areas and the authority to levy assessments to pay expenses as more fully provided herein below. The Association has the power to enter into agreements to acquire leaseholds, memberships and other ownership, possessory, easement or use interests in lands or facilities for the use and enjoyment of the owners.

6. OFFICIAL RECORDS. The Association shall maintain its official records as required by law. The records shall be open to inspection by members or their authorized representatives at all reasonable times. The right to inspect the records includes a right to make or obtain photocopies at the reasonable expense of the member seeking copies.

7. INTERESTS IN PROPERTY. The Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. The power to acquire, encumber or convey ownership interests in real property shall be exercised by the Board of Directors only after approval by at least a majority of the total voting interests of the Association.

8. DISPOSITON OF PERSONAL PROPERTY. Any personal property owned by the Association, may be sold, or otherwise encumbered or disposed of by the affirmative vote of a majority of the entire Board of Directors.

9. ROSTER. The Association shall maintain a current roster of names and mailing addresses of owners, based upon information supplied by the Owners. Owners are responsible for notifying the Association of any change in their mailing address or names. All such notices shall be in writing. A copy of the roster shall be made available to any member upon request. In the absence of a signed, written request by the owner to change the owner's name or mailing address the Association shall mail all notices and other information to the name and address shown on the roster. The Association shall have no obligation to perform any search to discover another address or name other than that shown on the roster.

ARTICLE III – COMMON AREAS

1. EASEMENTS FOR USE AND ENJOYMENT. Members shall have a non-exclusive right and easement of ingress and egress and enjoyment in and to the Common Areas including Common Roads, which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

- (a) The Association may adopt reasonable Rules and Regulations pertaining to the use of the Common Areas, the preservation of the property of the Association, and the convenience and safety of the Members and other authorized users.

- (b) The Association may suspend an Owner's rights to use common areas in the Community when the Owner is more than ninety (90) days past due in any monetary obligation due to the Association or for any infraction of its published Rules and Regulations. The use of the recreational facilities may be suspended for a period not to exceed the legal limit, without waiver or discharge of the Owner's obligation to pay the assessment. However, the suspension of rights to use and access the common properties cannot extend to use of the entrance areas of Common Roads or any ingress or egress to the Owner's Lot. Additionally, the Association may also suspend the voting rights of an Owner for the nonpayment of regular annual assessments that are delinquent for more than ninety (90) days.
- (c) The Association may dedicate or transfer all or 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 an affirmative vote of a majority of the Members.
- (d) The Association may encumber all or any part of the Common Area upon an affirmative vote of majority of the Members.
- (e) The Association may, but is not obligated to, control and regulate all types of traffic on Common Roads, including the right to regulate speed of vehicles; prohibit the use of Common Roads by vehicles or traffic which may damage the Common Roads; control parking on the Common Roads and Common Areas; and, to request local law enforcement to provide regular patrols of the Community.
2. DELEGATION OF USE. Owners may delegate their right of enjoyment of the Common Area and facilities to any occupant of their Dwelling and the members of the delegated family and their guests, subject to reasonable Rules and Regulations imposed by the Board, and subject to provisions of Article IV.

ARTICLE IV - USE PROVISIONS

In order to provide for congenial occupancy of the Property and for the protection of the value of the Dwelling Units and the environment, the use of the Property shall be in accordance with the following provisions so long as the Property is subject to this Declaration.

1. COMMON AREAS AND COMMON ROADS. The Common Areas and Common Roads shall be used only for the purpose for which they are intended in the furnishing of services and facilities for the enjoyment of the Owners, their lessees, invitees, and/or delegees. There shall be no obstruction or alteration of, nor shall anything be stored, altered or constructed in, or removed from, the Common Areas or Common Roads without the prior written consent of the Association Board.

2. **NUISANCES.** No noxious or offensive activity shall be allowed upon the Property, nor any practice which is the source of annoyance or nuisance to neighbors or guests or which interferes with the possession and proper use of the Property. All parts of the Property shall be kept in a clean and sanitary condition. No rubbish, refuse or garbage shall be allowed to accumulate nor shall any fire or safety hazard be allowed to exist.

3. **LAWFUL USE.** No unlawful use shall be made of Lots, Common Roads and Common Areas or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed.

4. **RULES AND REGULATIONS.** Reasonable Rules and Regulations concerning the use of the Property may be promulgated, modified or amended from time to time by the Board of Directors of the Association. The Association shall furnish copies of such regulations and amendments to all owners. Owners shall provide lessees a copy of appropriate Governing Documents including Rules and Regulations.

5. **WETLANDS AREA.** The Common Areas include a large amount of wetlands and buffer areas within the jurisdiction of the United States Army Corps of Engineers and/or the Florida Department of Environmental Protection (the "Wetlands"). Some of the Wetlands lie within residential lots. The Wetlands shall be preserved in their natural state and no improvement or change will be permitted thereon or use made thereof except with the approval of the Association and all governmental agencies having jurisdiction thereof.

The following additional restrictions apply with respect to the Wetlands:

(a) No pesticides, herbicides or fertilizers or anything else that may be injurious to indigenous flora or fauna shall be permitted in the Wetlands.

(b) No non-native plant (including grass and lawns) will be installed or planted in the Wetlands.

(c) No land in the Wetlands shall be cleared or graded, or otherwise interfered with in its natural state.

(d) No docks, buildings, landfills, or structures of any kind shall be permitted in any Wetland area.

6. **RETENTION PONDS.**

(a) **Water Level and Use.** With respect to the retention ponds now existing either within the Property or adjacent thereto, only the Association shall have the right to pump or otherwise remove any water from such retention ponds for the purpose of irrigation or other use or to place any matter or object in such retention ponds. The Association shall have the sole and absolute right to control the water level of all retention ponds and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in and on such retention ponds and to fill any retention pond and no owner shall deposit any material in such retention pond.

No docks, moorings, pilings, boat shelters or other structure shall be erected on or over the retention ponds. No boat, recreational vehicle, or recreational activities including fishing and swimming shall be permitted on any retention pond.

(b) Maintenance Obligations. The retention pond embankments shall be maintained by the lot owner. Such owners include individual Lot Owners, or this Association when the retention pond embankments form a portion of the Common Area. The embankments shall be maintained by the appropriate Owner so that grass, planting or other lateral support shall prevent erosion of the embankment of the retention pond and the height, grade and contour of such embankments shall not be changed without the prior written consent of the Association and Architectural Review Committee.

(c) Owner Required Maintenance. If the Owner required to maintain the embankment fails to maintain such embankment or area as part of the landscape maintenance obligations in accordance with the foregoing, the Association or its agent or representative shall have the right, but not the obligation, to enter upon the Owner's property after thirty (30) days written notice to the owner unless an emergency to perform such maintenance work which may be reasonably required, all at the expense of the appropriate Owner. Any such entrance onto the Owner's property for maintenance work reasonably required by the Association shall not be considered to be a trespass.

(d) Ingress and Egress Maintenance Easement. The Association hereby reserves an easement across the retention ponds and the margins of the retention ponds for ingress and egress and reasonable maintenance and care of any portion of the retention ponds.

(e) Boundaries of Retention Ponds. The Association does not warrant that property lines along retention ponds will be at any time identical to those depicted on any surveys of the parcels in light of the meandering nature of the shorelines and the effect of changes in water levels.

7. ADDITIONAL PROVISIONS. The following shall apply with respect to all of the Lots:

- (a) Environmental protection. Environmentally safe pesticides, herbicides or fertilizers that have been approved by the United States Department of Environmental Protection are recommended for use on any Lot.
- (b) Landscaping. Consistent with Florida Friendly landscaping, indigenous plants are encouraged for use on every Lot. Where turf is utilized, St. Augustine turf is preferred.
- (c) Drainage. No person shall interfere with or make any adjustments to the drainage system and no person shall pump water from or drain any Lot except by natural percolation.

- (d) **Residential Use.** The Lots subject to this Declaration may be used for residential living Lots and for no other purpose. No business or commercial building may be erected on any residential Lot, and no business may be conducted on any part thereof, except for a home office that complies with St. Johns County zoning for a residential area. A home office is allowed to the extent that the activity is not evident outside the home; there is no increase in traffic, no signage, no advertising of the residential address, and no outside storage. Pickup or deliveries of any kind shall not exceed one per day. No person shall be engaged in the conduct of the home office unless such person resides in the residence. A resident may offer services for hire if it meets the criteria for home office.
- (e) **Rentals.** No Lot and/or Dwelling within the Community may be rented or leased for a period of less than 181 continuous days. No more than two (2) leases for any Lot and/or Dwelling may be initiated in any calendar year. Subleasing is not allowed for any period. Owner must file a copy of the executed lease and Tenant Information Form with the Association's management company. Owner must provide renter with copies of the CC&Rs, Rules and Regulations, ARC Guidelines, abbreviated summary of rules. The Association may establish additional rules relative to rentals in order to maintain the residential character of the community.
- (f) **Pets.** Domestic animals may be kept as pets only, and shall not be held or offered for sale or maintained or bred for any commercial use. No more than two (2) domestic animals may be kept on a single Residential Lot, not counting pets that always remain inside the residence. Animals shall be sheltered inside Dwellings; no separate or exterior shelter for animals shall be permitted. All animals must be leashed when off the owner's property and shall not be permitted to run loose. No animal shall be permitted to remain on the Property if it disturbs the tranquility of the Property or the Owners or tenants thereof, if it is unlawful, dangerous, annoying, or a nuisance to or destructive of wildlife, or if it is specifically excluded from the Property by the Board after notice and hearing. Animal waste must be picked up immediately after deposit. Animals are not allowed in the pool area, pool, hot tub, playground, tennis courts or clubhouse building.
- (g) **Parking.** No vehicle shall be parked on any residential Lot or Common Roads in the Property unless the same is operable on the highways of Florida and has a current state license tag. Overnight parking is prohibited on the Common Roads and in the amenities area unless approval is obtained as outlined in the Rules and Regulations. Parking that blocks access by emergency vehicles is always prohibited. Parking on any grassed areas, private or common, is prohibited. Illegally parked vehicles are subject to being towed.
- (h) **Recreational Vehicles.** Any recreational vehicle (campers, jet skis, motorized scooters, golf carts, etc.) must be stored within existing residential structure on

the owner's property. Any non-licensed vehicle must be operated in a safe manner, and solely at the owner's liability.

- (i) **Boat Storage.** All boats must be stored within the existing residential structure on a Lot. The Rules and Regulations may address overnight or temporary storage.

- (j) **Exterior Maintenance.** All parts of the Property shall be kept in a clean, hazard free and sanitary condition. No rubbish, refuse or garbage shall be allowed to accumulate nor shall any fire or safety hazard be allowed to exist. Each Owner shall be responsible for the maintenance of the exterior of all buildings and structures on the residential Lot owned by such Owner, all of which shall be maintained in a neat and orderly manner with the exterior of any improvements thereon painted and in good repair and in keeping with the architecture common within the PUD/Unit/Phase of the lot.

- (k) **Landscaping Maintenance.** Each Owner shall be responsible for the maintenance of the landscaping, including the easements of each residential Lot. Each Owner shall also keep, maintain and irrigate the trees, shrubbery, grass and other landscape material located on that Owner's Lot in good repair and in a neat and attractive condition. The minimum but not exclusive standard for maintenance of landscaping shall be consistent with the approved plans thereof and with the general appearance of the other occupied Lots in the applicable Phase of the Property as a whole when initially landscaped (taking into account, however, the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained). Landscape maintenance shall include, without limitation, irrigation, fertilization, weeding, mowing, trimming, spraying for insects and disease, and periodic replacement or removal of dead, damaged or diseased plantings.

- (l) **Fences.** No fence of any kind will be permitted on any Residential Lot, except for those approved by the ARC to screen unsightly views, and hidden in-ground pet containment fencing.

8. **NON-ACCESS TO HIGHWAY A1A.** To maintain neighborhood security, no access of any kind shall be permitted between the east line of any Lots that are contiguous to the right-of-way of Highway A1A and the west line of such Highway and the only access to Highway A1A shall be over the Common Roads. The owner of each lot contiguous to the right-of-way of Highway A1A must maintain vegetation to block egress/ingress from A1A.

9. **EASEMENTS.**

- (a) Certain easement areas shown on the recorded plats are deemed to have been dedicated to the public in accordance with the provisions of existing Florida Statutes.

- (b) Supplemental easements were created in O.R. Book 782, page 0019, et seq., and amended in O.R. Book 811, page 159 of the Public Records of St. Johns County, Florida. The Association as present successor and assignee of these easements, confirms and restates said easements as follows:

Utilities, drainage and sewage disposal. The Association reserves an easement over and under the (5) foot strip of land at the rear of each residential Lot, and along the side line of each residential Lot, to erect, maintain, and use telephone and electric wires, cables, conduits, water mains, drainage lines or drainage ditches, sewer and other conveniences or utilities. The Owners of the Lots subject to the easement shall acquire no right, title and interest in and to the wires, cables, conduits, pipes, mains or lines in other equipment and facilities place on, over or under property which is subject to said easement. In the event that any Lot is subdivided, the easement described herein as well as the side line restriction provided for herein shall be deemed to exist on each side of the new Lots thus created and the former easement and side line restriction shall cease to be effective as to such re-subdivided Lot, except to the extent that the same is actually being used for a utility. No structure, pavement or other improvement shall be erected on any part of any easement by any owner of any Lot and, in the event any structure or other improvement is placed on said easement area, the same shall be removed upon request of the Association at the cost of the Owner of said Lot. The easement described here shall not apply to Lots 1-45 Unit I, defined herein as "Easement Lots".

- (c) Easement Lots. The original Declaration recorded in O.R. 782 page 0019, as amended in O.R. 811 Page 159, created easements affecting "Easement Lots". These easements are restated as follows: Each owner of an Easement Lot on which a dwelling has been constructed which is located less than five (5) feet from a side lot line, shall have an easement for ingress and egress over the lot adjacent to said lot line, which easement shall be five (5) feet in width and shall encircle the building on the lot. If a dwelling is constructed nearer than five (5) feet to the side lot line of any Easement Lot, the owner of such Easement Lot has an easement over so much of the adjacent lot as may be necessary to provide a five (5) foot strip of land as measured from the foundation of such dwelling. The owner of a lot subject to this easement shall not obstruct or divert drainage flow from the drainage swales, nor place any obstruction or other improvement within the drainage area, without the written consent of the Association. The easement shall be appurtenant to and shall pass with the title to the lot benefited by the easement. In the event any dwelling is partially or totally destroyed and then rebuilt, the owners of adjoining lots agree that minor encroachments created by construction shall be permitted, and that a valid easement for such encroachments does exist.

ARTICLE V - ASSESSMENTS

The provisions of this section shall govern assessments payable by all Owners, for the common expenses of the Association and individual assessments for costs and charges directly attributable to one or less than all of the Owners.

1. COVENANT TO PAY ASSESSMENTS. Each Owner, by accepting a deed or entering into a record contract to purchase any Parcel or any by the act of becoming an Owner covenants and agrees, and each subsequent owner of any Parcel (including any purchaser at a judicial sale), by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association:

(a) The Owner's share of annual assessments based on the annual budget adopted by the Board of Directors of the Association;

i. The annual assessment year shall consist of twelve (12) months commencing on January 1 of each year.

ii. The Board of Directors shall fix the amount of the annual Assessment against each Lot and notify owners at least thirty (30) days in advance of each annual Assessment year. Written notice of the annual assessment shall be sent to every owner subject thereto except when there is no change in the annual Assessment per Lot.

iii. The annual assessment may be paid in full at the beginning of the year or paid in twelve equal monthly installments.

iv. Effective January 1 of each year, the Board may increase the annual assessment in an amount not to exceed five percent (5%) of the assessment of the previous year. An increase greater than five percent (5%) above the assessment of the previous year requires an affirmative vote of a majority of the Members.

(b) The Owner's pro rata share of special assessments for capital improvements or other Association expenditures not provided for by annual assessments;

(c) Any individual assessments properly levied for charges against individual Owner(s) without participation from other owners.

Assessments and charges shall be established and collected as provided herein and elsewhere in the governing documents. The Owner of each Dwelling Unit, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while he is the Owner. Multiple Owners are jointly and severally liable. Whenever title to a Dwelling Unit is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid assessments and charges against the transferor, regardless of when incurred, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee. No owner may waive or

otherwise escape liability for the assessments and charges provided for herein by waiver or non-use of the Common Areas, by abandonment, or otherwise. No owner may be excused from the payment of assessments unless all owners are similarly excused. Assessments and other funds collected by or on behalf of the Association become the property of the Association. No Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Dwelling Unit. No Owner can withdraw or receive distribution of his prior payments to the common surplus or Association reserves, except as otherwise provided herein or by law.

2. PURPOSES OF ASSESSMENTS. The assessments levied by the Association shall be used for the purposes of promoting the general welfare of the Owners and residents as members of Turtle Shores Owners Association, Inc.; to operate, maintain, repair, improve, construct, and preserve (on a non-profit basis) the Common Areas and Common Roads for the benefit of its members, their guests, tenants and invitees; and to perform all other duties and responsibilities of the Association as provided in the governing documents. Common expenses shall include but not be limited to the funds necessary to:

- (a) pay all operating expenses of the Association;
- (b) pay for emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss;
- (c) pay for capital improvements;
- (d) pay all expenses required for the operation, management, repair, maintenance, improvement and replacement of the Common Areas;
- (e) pay all utility charges incurred in connection with the operation of the Association and the Common Areas;
- (f) pay for insurance as required elsewhere herein;
- (g) pay for providing gate and privacy patrol services;
- (h) pay for bulk service contracts;
- (i) pay for any and all services deemed necessary by the Board of Directors;
- (j) pay for any other expense deemed necessary by the Board of Directors.

3. SHARE OF ANNUAL AND SPECIAL ASSESSMENTS. The Owners of each Dwelling Unit shall collectively be liable for one pro rata share of the annual and general special assessments levied by the Association for common expenses of the Association. The pro rata share shall be determined by means of a fraction the numerator of which shall be one (1) and the denominator of which shall be the total of number of Lots or Parcels in Turtle Shores. By way of example only, if there are 298 total Lots in Turtle Shores the owner(s)

of a particular Lot shall be liable for 1/298th of the annual assessment and special assessment if any.

4. SPECIAL ASSESSMENTS.

(a) General Special Assessment. In addition to the annual Assessments authorized above, the Association may levy, in any assessment year, a special Assessment applicable to that year 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 Areas or Common Roads, including fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3) of the Members who are voting in person or by proxy at a validly held Members' meeting duly called for that purpose (a quorum is a majority of all Members via proxy or in person). Written notice of any meeting called for the purpose of levying a general special Assessment shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting.

(b) Individual Special Assessment.

- i. The Board of Directors may also create a special Assessment against an Owner for the cost of repair or restoration on account of damage or injury to the Common Areas or Common Roads caused by the negligence of the Owner or his/her guest, or failure to comply with the provisions hereof, subject to notice requirements of state law, Bylaws and Rules & Regulations.
- ii. If for any reason any Owner or resident refuses to perform the obligations imposed under the terms and provisions of its Articles of Incorporation, Bylaws or Declaration of Covenants, Conditions and Restrictions or Rules and Regulations, this Association shall have the right, but not the obligation, to perform such obligations and assess the cost thereof against any and all such property Owner(s) as an individual Special Assessment.
- iii. The Association may levy assessments against one or less than all Owners for charges, costs or expenses that in the discretion of the Board of Directors are directly attributable to said owner(s) and/or to owners in a defined geographic area or Neighborhood within Turtle Shores. If an owner or group of owners within Turtle Shores fail to fulfill their obligation to maintain, repair or replace a defined geographic area within Turtle Shores for which they are responsible the Association has the right, but not the obligation, to perform the work and charge the cost thereof as an individual assessment as provided herein. Individual assessments shall be secured by a lien and collected in the same manner as annual and special assessments.

5. LIEN. The Association has a lien on each Lot for unpaid past due Association assessments and charges, together with interest, late payment penalties and reasonable attorney fees incurred by the Association in enforcing this lien. The lien is perfected by

recording a Claim of Lien in the public records of St. Johns County, which Claim of Lien shall state the description of the property encumbered thereby, the name of the record owner, the amounts then due and the dates when due or as prescribed by law that may be amended from time to time. The Claim of Lien must be signed and acknowledged by an officer or agent of the Association. The lien shall continue in effect until all sums secured by said lien have been fully paid, and the lien satisfied or discharged. The Claim of Lien shall secure all unpaid assessments, and charges, plus interest, late fees, costs and attorney fees which are due and which may accrue or come due after the recording of the Claim of Lien and before the entry of a final judgment of foreclosure. Upon full payment, the person making payment is entitled to a satisfaction of the lien.

6. **FORECLOSURE OF LIEN.** The Association may bring an action in its name to foreclose its lien for unpaid assessments or charges by the procedures and in the same manner as is provided for the foreclosure of a mortgage. All unpaid assessments, fines, charges, interest, late fees, attorney fees and costs also constitute a personal obligation of the owners, and the Association may, in addition to any other remedy herein provided, bring an action at law against any owner liable for such unpaid amounts. If final judgment is obtained, such judgment shall include interest on the assessments as above provided and reasonable attorney fees to be fixed by the Court, together with the costs of the action, and the Association shall be entitled to recover reasonable attorney fees in connection with any appeal of such action.

7. **FIRST MORTGAGEE PRIORITY.** In the event a first mortgagee shall obtain title to a Dwelling Unit by foreclosure, or by deed in lieu of foreclosure, such first mortgagee, its successors and assigns, shall be liable for Assessments or other related expenses authorized under Florida Statutes Section 720.3085 as presently existing, or as it may be amended from time to time, secured by the claim of lien only to the extent provided by law. If, due to the applicable provisions of the Florida Statutes, any unpaid share of the Assessments or other related expenses authorized under the Florida Statutes are not required to be paid, then such unpaid share or other related expenses authorized under the Florida Statutes shall be deemed to be a Common Expense collectible from all of the Lots, including such acquirer and such acquirer's successors and assigns. Further, no Owner or acquirer of title to a Dwelling Unit by foreclosure, or by a deed in lieu of foreclosure, may be excused from the payment of any assessments coming due during the period of his ownership.

8. **APPLICATION OF PAYMENTS; FAILURE TO PAY; INTEREST.** Assessments, charges and installments thereon not paid within fifteen (15) days after the date due shall be subject to a late charge of twenty-five dollars (\$25.00) or five (5%) percent of each installment, whichever is greater. Assessments, charges and installments thereon paid on or before thirty (30) days after the date due shall not bear interest, but all sums not so paid shall bear interest at the highest rate allowed by law, calculated from the date due until paid. In addition to interest the Association may also charge an administrative late payment fee in an amount not to exceed the maximum amount allowed by law. Assessments, charges and installments thereon shall become due, and the Owner shall become liable for said assessments or installments, on the date established in the Bylaws or otherwise set by the Board of Directors for payment. All payments on account shall be

applied first to interest, late payment fees, fines, costs and attorney fees, and then to the oldest outstanding unpaid delinquent charges or assessments. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. No payment by check is deemed received until the check has cleared.

9. **ACCELERATION.** If any special assessment or installment thereof or a regular assessment as to a Lot becomes more than thirty (30) days past due, the Association shall have the right to accelerate the due date of the entire unpaid balance of the Owner's assessments for that fiscal year. The Association's Claim of Lien shall secure payment of the entire accelerated obligation, together with interest on the entire balance, attorney fees and costs as provided by law; and said Claim of Lien shall not be satisfied or released until all sums secured by it have been paid. The right to accelerate shall be exercised by sending to the delinquent owner a notice of the exercise, which notice shall be sent by certified or registered mail to the owner's last known address appearing on the Association's roster, and shall be deemed given upon mailing of the notice, postpaid. The Notice may be sent with the same letter as the intent to foreclose a Claim of Lien.

10. **CERTIFICATE AS TO ASSESSMENT / MORTGAGEE QUESTIONNAIRE.** Within fifteen (15) days after request by an Owner or mortgagee, the Association shall provide a certificate (sometimes referred to as an "estoppel letter") stating whether all assessments and other monies owed to the Association by the Owner with respect to the Dwelling Unit have been paid. The Association may charge a fee not to exceed the maximum amount allowed by law to issue the estoppel letter. The Association may also charge a fee not to exceed the maximum amount allowed by law plus attorney's fees if any to complete a mortgagee questionnaire. The Association is not obligated to respond to mortgagee questionnaires.

ARTICLE VI - OBLIGATIONS OF THE ASSOCIATION

1. **COMPLIANCE WITH LAW.** The Association shall comply with all Federal, state and county laws/statutes governing Homeowners Associations, and any Rules and Regulations promulgated thereunder.

2. **MAINTENANCE.** The Association shall maintain and keep in good repair the Common Area and Common Roads, and other improvements from time to time located thereon.

(a) Except to the extent maintenance of any portion of the Surface Water Management Systems (SWMS) has been assumed by a government authority, the Association, at common expense, shall operate, maintain and repair the SWMS, and correct Owner violations with cost recovery through Individual Special Assessment.

(b) The Association shall maintain all retention ponds for aesthetics and water quality and to reduce unwanted vegetation growth.

(c) The Association shall notify affected Owners of any pending major maintenance prior to start of work, when possible.

3. RESTORATION AFTER LOSS. In the event of any loss, damage, or destruction to the Common Area or improvements thereon, the Association shall cause the same to be replaced, repaired, or rebuilt. Any portion of the Common Area or Common Roads damaged or destroyed by casualty shall be repaired or restored by the Association to substantially its condition prior to the damage or destruction. Repair or reconstruction of the Common Area or Common Roads shall be substantially in accordance with the plans and specifications pursuant to which the same was originally constructed. All insurance proceeds shall be applied to the restoration and repair. If the insurance proceeds are insufficient, the deficit may be assessed against all Owners as a Special Assessment. If there is a surplus of insurance proceeds, it shall become property of the Association.

4. INSURANCE.

(a) The Association shall maintain casualty insurance on all improvements in the Common Area and those improvements maintained by the Association in the Common Maintenance areas, which include right of ways, including insurance against loss by fire, wind or other events under an extended coverage casualty policy. Insurance proceeds shall be payable to the Association.

(b) The Association shall maintain liability insurance on the Common Areas.

(c) The Board may obtain Fidelity Bond insurance at its discretion.

(d) The Association may obtain and maintain insurance coverage for the individual liability of Officers and Directors of the Association for errors or omissions of those persons acting in their capacity as Officers and Directors.

(e) The limits and coverage of insurance carried by the association shall be reviewed annually by the Board and increased or decreased at its discretion.

(f) The Association and its Officers and Directors shall have no liability to any Owner if after a good faith effort it is unable to obtain any previously stated insurance.

5. MATERIAL ALTERATIONS. Any and all material alterations (as distinguished from maintenance, repairs and replacements) to the Common Areas or Common Roads, or any part thereof, including but not limited to the recreational facilities and other amenities, must be approved by a majority of the Board and a majority of the Members.

ARTICLE VII - ARCHITECTURAL REVIEW COMMITTEE

1. PREAMBLE. It is the intent of the Association to preserve and enhance the unique natural environment of the Property. As is typical of most of the southeastern coastal

areas, the land is basically sand dunes and wooded hammocks leading to the edge of tidal marshes. Experience has shown that careful attention during the design and construction stages is required to ensure the finished home will be compatible with the environment and the original site. There are different natural environments in the Property that need to be treated as such; these are delineated as Unit or Phase of construction. Nevertheless, the Association shall comply with and is subject to all federal, state, county, municipal and other governmental constitutions, statutes, ordinances, codes, regulations, resolutions, rules, requirements and directives and all decisions, judgments, writs, injunctions, orders, decrees or demands of courts, administrative bodies and other authorities construing any of the foregoing.

2. **COMMITTEE COMPOSITION.** The architectural review functions of the Association shall be administered and performed by the Architecture Review Committee (ARC), which shall consist of five (5) members and a non-voting liaison Board member. Members of the ARC shall be confirmed by and serve at the pleasure of the Board of Directors of the Association. A majority of the voting members of the ARC shall constitute a quorum to transact business at any meeting of the ARC, and the action of a majority of the voting members of the ARC present at a meeting at which a quorum is present shall constitute an action of the ARC. Any vacancy occurring on the ARC shall be approved by the Board of Directors.

3. **POWERS AND DUTIES OF THE ARC.**

- (a) To recommend, from time to time, to the Board of Directors of the Association, modification or amendments to the ARC Guidelines which shall be consistent with the provision of this Declaration.
- (b) To require submission to the ARC through a management company in service to the Association, if any is present, of a preliminary and fully executed variance application and complete sets of all preliminary and final plans and specifications for any exterior improvement or structure of any kind, including, without limitation, any building, sports equipment, enclosure, drain, decorative building, landscape device or object, or other improvement, the construction or placement of which is proposed upon any residential parcel in the subdivision. The ARC may also require submission of samples of building material proposed for use, and may require such additional information as reasonably shall be necessary for the ARC to completely evaluate the proposed structure or improvement in accordance with this Declaration and Architectural Guidelines.
- (c) All plans and specifications will be evaluated as to visual and acoustical privacy, impact on overall homeowners, residence and Lot values, as to the harmony of external design and location in relation to the surrounding structures, topography, existing trees and other natural vegetation, and as to conformance with the Architectural Guidelines.
- (d) To approve or disapprove of all exterior building materials and their color, including but not limited to siding, trim, doors, windows, lighting, roofs,

driveways, whether new construction or modification, including repainting the exterior of any structure a color other than the original or an approved color for the subdivision.

- (e) To approve or disapprove in accordance with the provisions of this article, any improvements or structure of any kind, including, without limitation, any building, pool, screen enclosure, roof, addition, sewer drain, decorative building, landscape device, recreation equipment or object or other improvement or any change or modification.

4. ARCHITECTURAL DESIGN STANDARDS.

(a) Architectural Guidelines. The Association shall maintain an architectural standards document (ARC Guidelines) as the guide for all alterations, changes and other improvements to community lots. The ARC Guidelines do not need to be recorded to be effective; however the current version must be available to all owners for review and reference.

(b) Modification of ARC Guidelines.

i. The Board of Directors may make modifications to the ARC Guidelines by a majority vote of the Board.

ii. If requested by petitions signed by at least 10% of the Members, a Special Members' Meeting shall be called and, if a quorum is present, the ARC Guidelines may be modified by a majority vote of the members attending the meeting either in person or by proxy.

5. PROCEDURE FOR ARC REVIEW.

(a) Prior to erecting any structure or modifying the exterior appearance on any Lot, the Owner must submit an application for ARC approval according to this Declaration and the ARC Guidelines.

(b) The ARC shall approve or disapprove the preliminary and final applications for new construction or improvements in writing within thirty (30) days after each has been received in complete and proper form by the Association's management company (or ARC, if no management company has been retained by Association). If the plans or requests are not approved or disapproved in writing within such period, they shall be deemed to have been approved.

(c) Any party aggrieved by a decision of the ARC shall have the right to file a written request to the Board of Directors within thirty (30) days of such decision, requesting a review thereof. The determination of the Board upon review of any such decision shall rule over the decision of the ARC. ARC approval shall not be deemed to waive any requirements for County, State, and/or Federal permits.

(d) The work must be performed strictly in accordance with the plans as approved. If after plans have been approved, the improvements are altered, erected, or maintained upon the Lot other than as approved, same shall be deemed to have been undertaken without ARC approval.

(e) After one (1) year from completion of any improvement, addition or alteration, said improvement shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to comply with the provisions hereof unless a notice of such noncompliance executed by the ARC shall be delivered by registered mail to the Owner, or legal proceedings shall have been instituted to enjoin the noncompliance or to enforce compliance with these provisions.

(f) The approval of an application for construction or improvements for one Lot shall not be construed as creating any obligation on the part of the ARC to approve applications involving similar designs pertaining to different Lots. Approval of any plans by the ARC does not in any way warrant that the improvements are structurally sound or in compliance with applicable codes, nor does it eliminate the need for approval from the County, State or any other required government agency.

(g) In connection with all review acceptances, inspections, permissions, consents or required approvals by or from the Association or the ARC under this article, neither the Association or the ARC shall be liable to an Owner or any other person on account of any claim, liability, damage or expense suffered or incurred by or proposed against an Owner or any other person arising out of the subject matter of any reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the Association or the ARC.

6. **WAIVER OF ARCHITECTURAL PLANNING CRITERIA.** The architectural planning criteria set forth herein and the Architectural Guidelines are intended as requirements to which adherence shall be required of each Member of the Association, provided however the ARC shall have the express authority to waive any requirements set forth herein if, in its opinion, it deems such waiver in the best interest of the development and the deviation as requested is compatible with the character of Turtle Shores West. A waiver shall be evidenced by an instrument signed and executed by the ARC, and approved by the Board.

ARTICLE VIII - GENERAL PROVISIONS

1. **PRECEDENCE.** Where these Covenants, Conditions and Restrictions imposed by this Declaration are more stringent than those imposed by any governmental agencies, and such is allowed by law, these Covenants, Conditions and Restrictions shall prevail.

2. **COMPLIANCE AND VIOLATION.**

(a) The Board may establish a process for dispute resolution relative to compliance with governing documents.

(b) If any person or entity violates or attempts to violate any of these Covenants, Conditions and Restrictions imposed by this Declaration, any person or persons owning any residential Lot, and the Association, or any of them may, upon thirty (30) days written notice to the Owner of the offending residential lot, (a) initiate proceedings at law or in equity for the recovery of damages against those violating or attempting to violate any of such Covenants, Conditions and Restrictions imposed by this Declaration, and (b) initiate and maintain a proceeding at law or in equity against those so violating or attempting to violate any of such Covenants, Conditions and Restrictions imposed by this Declaration, for the purpose of preventing or enjoining all or any such violations or attempted violations.

(c) If any structure or condition exists on a residential Lot which is in violation of these Covenants, Conditions and Restrictions stated in this Declaration, and continues to exist after the Association has provided written notice to the owner and an opportunity for hearing, the Association shall have the right, but not the obligation, to enter upon the residential Lot where such violation exists and to abate or correct the same, all at the expense of the Owner of such residential Lot, which expense (herein described as a form of "Individual Special Assessment") shall be payable by such Owner to the Association on demand.

(d) The remedies contained in this paragraph shall not be deemed to be exclusive of all other remedies now and hereinafter provided by law and equity. The rights of the Association, as set forth above, may be subject to mediation requirements of Chapter 720, Florida Statutes, as they exist from time to time.

3. **WAIVER.** The failure of the Association to enforce any Governing Documents or any obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall not be deemed a waiver of the right to enforce the same thereafter as a breach or violation hereof.
4. **ATTORNEYS' FEES.** Any Owner found to be in violation of these Governing Documents shall be obligated to pay the reasonable attorneys' fees of the successful party in any action seeking to enforce or prevent, correct or enjoin such violation or seeking damages for the breach of these restrictions.
5. **SEVERABILITY.** All restrictions herein contained shall be deemed to be several and independent. The invalidity of one, any part of one, or more than one, shall in no way impair the enforceability of the other remaining restrictions or any part thereof.
6. **RIGHTS RESERVED.** The Association shall have the right to waive compliance with these restrictions and the Rules and Regulations promulgated hereunder at any time, if the Association determines that the violation is minor, and that a waiver will be in the best interest of the community. Any waiver by the Association, other than a waiver in writing in accordance with Article VII, 6 of this Declaration, does not affect enforcement rights of other homeowners, or of the Association for any other violation, both similar to

and different from the violation waived.

7. **AMENDMENT.** This Declaration may be amended by a properly executed and duly recorded written instrument upon an affirmative vote, in person or by proxy, of two-thirds (2/3) of the Members.

8. **DURATION.** The conditions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or the owner of any real property subject to this Declaration, their respective legal representatives, heirs, successors and assigns for thirty (30) years from the recording date hereof. Thereafter, the Declaration shall be automatically renewed and extended for successive ten (10) year periods. The number of ten (10) year renewal periods hereunder shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period; provided, however, and subject to existing laws and ordinances, that there shall be no renewal or extension of this Declaration if prior to one (1) year in advance of an effective date of a proposed termination, at least two-thirds (2/3rds) of the total voting interests affirmatively vote, in person or by proxy, at a duly held meeting of members of the Association in favor of terminating this Declaration. It shall be required that written notice of any meeting at which such proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, to be given at least ninety (90) days in advance of said meeting. If the Association votes to terminate this Declaration, the President and Secretary shall execute a certificate which shall set forth the resolution of termination adopted by the Association, the date of the meeting of the Association at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of members of the Association, the total number of votes required to constitute a quorum at a meeting of the Association, the number of votes necessary to adopt a resolution terminating this Declaration, and the total number of votes cast against such resolution. Said certificate shall be recorded in the Public Records of St. Johns County, Florida at least one (1) year prior to the effective date of termination, and may be relied upon for the correctness of the facts contained therein as they relate to termination of this Declaration.

9. **GOVERNING LAW.** This Declaration shall be construed in accordance with the laws of the State of Florida. Venue for any action taken to enforce this Declaration shall be in St. Johns County, Florida.