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

KNOW ALL MEN BY THESE PRESENTS:

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

PART A: RESIDENTIAL AREA COVENANTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART B: ARCHITECTURAL CONTROL COMMITTEE:

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

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

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

PART C: GENERAL PROVISIONS:

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

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

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

DATED this 2nd day of April, 1981.

Signed, sealed and declared  
in the presence of:

*Patricia J. Russell*

JANUS FINANCIAL CORPORATION

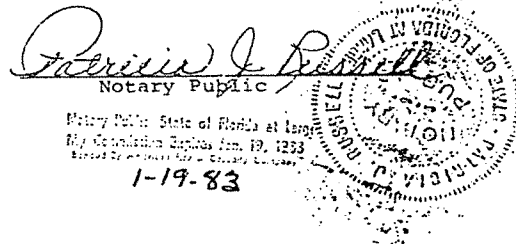
BY *[Signature]*  
Title: Exec. V.P.

STATE OF FLORIDA

COUNTY OF

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

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



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

FILED AND RECORDED IN  
PUBLIC RECORDS  
1981 APR -3 PM 3:22  
Clerk "B" K...  
CLERK OF CIRCUIT COURT

83 15794

DECLARATION  
OF SUPPLEMENTAL  
COVENANTS, CONDITIONS AND RESTRICTIONS

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

W I T N E S S E T H:

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

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12,  
13, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25,  
26, 27, 28, 33, 34, 35, 36, 37, 38, 39, 40,  
41, 42, 43, 44, 45, 46, 47, 48 and 49, of  
PONTE VEDRA SHORES WEST, according to map or  
plat thereof recorded in Map Book 14, Pages  
34 and 35 of the public records of St. Johns  
County, Florida.

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

NOW, THEREFORE, Declarant hereby declares that all of the  
properties described above shall be held, sold and conveyed  
subject to the following easements, restrictions, covenants, and  
conditions, which are for the purpose of protecting the value  
and desirability of, and which shall run with, the real property  
and be binding on all parties having any right, title or inter-  
est in the described properties or any part thereof, their

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

heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

# ARTICLE I

## DEFINITIONS

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

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

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

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

None

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

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

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

## ARTICLE II

### PROPERTY RIGHTS

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

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

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

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

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

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

#### ARTICLE III

##### MEMBERSHIP AND VOTING RIGHTS

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

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

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

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



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

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

(b) on August 1, 1986.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### ARTICLE V

##### ARCHITECTURAL CONTROL

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

ARTICLE VI  
GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent (90%) of the members of the Association, and thereafter by an instrument signed by not less than seventy-five percent (75%) of the members of the Association. Any amendment must be recorded.

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

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

# ARTICLE VII

## RESTRICTIONS

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

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

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

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

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

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

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

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



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

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

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

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

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

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

Signed, sealed and delivered  
in our presence as witnesses:

*[Handwritten signatures of witnesses]*

INLET DEVELOPMENT CORPORATION,  
a corporation

By: *[Handwritten signature of Charles W. Lander]*  
Its President



2FF 605 PAGE 316  
REC

STATE OF FLORIDA

COUNTY OF DUVAL

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

*Beatrice H. G. Boyle*  
Notary Public, State of Florida  
at Large

My Commission Expires:

Notary Public, State of Florida at Large  
My commission expires Oct. 2, 1984

FILED AND RECORDED IN  
PUBLIC RECORDS OF  
FLA

SEP 19 PM 3:02

*Carl "Lund" Markel*  
CLERK OF DISTRICT COURT

DECLARATION OF SUPPLEMENTAL COVENANTS  
CONDITIONS AND RESTRICTIONS  
OF

## PONTE VEDRA SHORES WEST

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

## W I T N E S S E T H:

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

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

ARTICLE I

## DEFINITIONS

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

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

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

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

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

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

## ARTICLE II

### USE RESTRICTIONS

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

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

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

### ARTICLE III

#### PARTY WALLS

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

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

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

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

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

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

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

ARTICLE IV

## GENERAL PROVISIONS

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

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

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

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

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

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



Signed, sealed and delivered  
in the presence of:

Inlet Development Corporation

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

ATTEST:

STATE OF FLORIDA )  
COUNTY OF ST. JOHNS )

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

Mary June Suttor  
Notary Public, State of Florida  
at Large

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA  
My commission expires Sept. 23, 1985

FILED AND RECORDED IN  
PUBLIC RECORDS OF  
ST. JOHNS COUNTY, FLA.  
SEP 20 AM 10:31  
Clerk "Tim" Rader  
CLERK OF COUNTY COURT

Sent by: DOBSON &amp; BROWN, PA.

9048249236;

12/15/99 9:55AM; JetFax #133; Page 2/7

1  
②  
8049  
Return to:  
Jacobs, Jacobs & Assoc., Inc.  
2085 A1A South, Ste. 201  
St. Augustine, FL 32084

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

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

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

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

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

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety percent(90%) by the written approval of not less than fifty percent (50%) plus one (1) of the members of the Association. and thereafter by an instrument signed by not less than seventy-five percent (75%) of the members of the Association. Any amendment must be recorded.

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

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

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

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

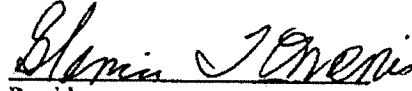
Sent by: DOBSON &amp; BROWN, PA.

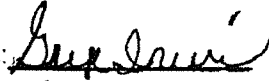
9048249236;

12/15/99 9:56AM; ~~MailFax~~ #133; Page 3/7

OR1505PG1264

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

  
President

Attest:   
Secretary  
(Seal)

Sent by: DOBSON &amp; BROWN, PA.

9048249236;

12/15/99 12:28PM; JifFax #138; Page 2/3

*Return to:*  
 Jacobs, Jacobs & Assoc., Inc.  
 2085 A1A South, Ste. 201  
 St. Augustine, FL 32084

This instrument prepared by:  
 Dobson & Brown, P.A.  
 Samuel W. Brown, Esquire  
 4100 South Beach, Suite 200  
 St. Augustine, Florida 32084

Space reserved for Clerk pursuant to Sec. 895.26, F.S., and/or Rule 2.055(c),  
 Florida Rules of Judicial Administration

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

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

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

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

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

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

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

By: *[Signature]*, Its President

Attest: *[Signature]*, Secretary  
 (Seal)

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

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

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

Sent by: DOBSON &amp; BROWN, PA.

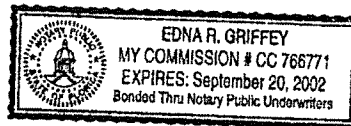
9048249236;

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

OR1505P61266

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

Edna R. Griffey  
Notary Public, State of Florida

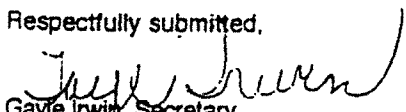


0R1505P61267

**Ponte Vedra Shores West Homeowners Association, Inc.**  
**Minutes - Board of Directors Meeting**  
**Held at 211 1th St., St. Augustine, Florida 32085**  
**December 9, 1999**

1. **Call to Order.** Mr. Stephens, President, called the meeting to order at 7:00 P.M. on the date above noted.
2. **Determination of a quorum.** Directors Mr. Norm Stephens, Mrs. Glennis Morris, Mr. Pete Heckman, Ms. Gayle Irwin and Mr. Buck Griffin were present. A quorum was announced. Also in attendance were Mr. Philip H. Jacobs, Managing Agent, Mr. Ron Brown, Attorney for the Association and Mr. Spencer Cason.
3. **New Business.**
  - **Discussion of Covenant Revision:** Mr. Brown, Attorney, addressed the board on the options related to revising the covenants of the Association. Mr. Stephens announced that the Association has received the necessary 90% vote of the eligible voters to reduce the vote necessary from 90% to a simple majority to revise the Association's covenants. A resolution from the Board attesting that the Board approves this change is necessary and an "Amendment" offered by Mr. Brown will need to be filed with the Clerk of the Court in St. Johns County. *Mr. Stephens moved, seconded by Mr. Heckman, that the Resolution be filed in the public records of St. Johns County. All yes, motion carried.*
  - **Consideration of Building design approval:** Mr. Spencer Cason, owner of 4400 Seagate Lane, requested permission from the Board to alter the building in accordance with Exhibit (1). *Mr. Stephens moved, seconded by Mr. Heckman, to ratify the approval for these changes, previously approved by a phone vote on December 1, 1999.*  
*Mr. Stephens moved, seconded by Ms. Irwin, to approve the plans/elevation presented by Mr. Cason for new construction on lots 2.3, 16, 17 & 18.*
4. **Confirmation.** Mr. Stephens confirmed that the meeting had been announced in accordance with the Bylaws of the Association and the state statutes.
5. **Approval of the Minutes of the September 21, 1999 meeting.** *Mr. Heckman moved, seconded by Ms. Irwin, to waive the reading of the minutes and approve as presented.*
6. **Financial Report.** Mr. Jacobs announced that the operating account, as of December 9, 1999, has \$4,548.00. The reserve account contains \$22,037.00.
7. **New Business (Continued).**
  - **Mulching.** *Mr. Griffin moved, seconded by Ms. Irwin, to approve mulching of the front areas of each building. All yes, motion carried.*
  - **Consideration of the 2000 Operating Budget.** *Mr. Heckman moved, seconded by Mr. Griffin to approve the budget as presented. All yes, motion carried.*
  - **Consideration of Management Contract.** *Mr. Heckman moved, seconded by Ms. Irwin, to approve the Management Contract for Jacobs, Jacobs & Associates, Inc. All yes, motion carried.*
8. **Call to Adjourn.** *Mr. Stevens moved, seconded by Mr. Morris, the meeting be adjourned. All yes, meeting adjourned at 7:34 PM.*

Respectfully submitted,

  
Gayle Irwin, Secretary

Return To:

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

3

This instrument prepared by:  
Dorcas & Brown, P.A.  
Donald W. Brown, Esquire  
40 West Street, Suite A  
St. Augustine, Florida 32084

Space reserved for Clerk pursuant to Sec. 626.26, F.S., and/or Rule 2.055(c),  
Florida Rules of Judicial Administration

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

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

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

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

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

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

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

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

0R1505PG1269

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

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

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

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

~~(b) on August 1, 1987.~~

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

WITNESS OUR HAND AND SEALS on the dates shown below.

PONTE VEDRA SHORES WEST  
HOMEOWNERS' ASSOCIATION, INC.

By: Norm Stephens  
5/8/2000, Its President

Attest: Gary Irwin  
\_\_\_\_\_, Secretary  
(Seal)