

AMENDMENT OF DECLARATION OF
COVENANTS AND RESTRICTIONS
TURTLE SHORES WEST UNIT I

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, SUMMERHOMES, INCORPORATED, a Florida Corporation, ("Summerhomes") heretofore imposed certain covenants, conditions and restrictions on the real property known as TURTLE SHORES WEST UNIT I, which covenants, conditions and restrictions are set forth in instrument recorded in Official Records Book 782, Page 19, Public Records of St. Johns County, Florida, as modified by Modification of Declaration of Covenants, Conditions and Restrictions recorded in Official Records Book 811, Page 159, and amended in Official Records Book 853, Page 1275 of the Public Records of St. Johns County, Florida; and

WHEREAS, CHARTWELL COMMUNITIES GROUP XXXI, INC., a Florida Corporation, ("Declarant"), is the successor in interest to SUMMERHOMES; and

WHEREAS, pursuant to Article XII of said Declaration of Covenants, Conditions and Restrictions, Declarant has the reserved right to amend the Declaration of Covenants, Conditions and Restrictions from time to time for the purpose of curing any ambiguity in or inconsistency between the provisions therein and to make other amendments which conform to the general purpose of the Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, Declarant has determined that the Declaration of Covenants, Conditions and Restrictions should state more clearly the permanence of the reserved rights of the Declarant;

NOW, THEREFORE, for the purpose of clarifying the

Recorded in Public Records St. Johns County, FL
Clerk # 94032631 O.R. 1075 PG 1090 03:50PM 10-03-94
Recording 13.00 Surcharge 2.00

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Declaration of Covenants, Conditions and Restrictions Declarant hereby amends the Declaration of Covenants, Conditions and Restrictions in the following respect:

Article XIII is amended to add the following paragraph 4:

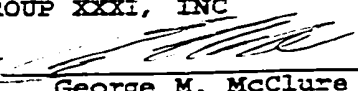
"4. The rights, privileges, easements and other benefits reserved by Declarant herein may not be altered nor amended without Declarant's prior written consent."

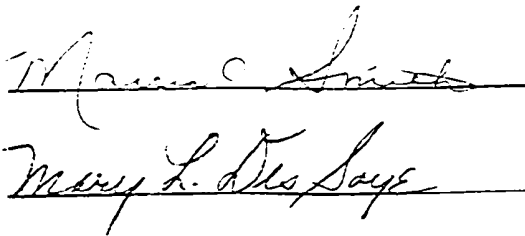
The Declaration of Covenants, Conditions and Restrictions for TURTLE SEORES WEST UNIT I as amended hereby is ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed this Amendment as of the 3rd day of October, 1994.

CHARTWELL COMMUNITIES
GROUP XXXI, INC

By


George M. McClure
Its Vice-President


STATE OF FLORIDA
COUNTY OF ST. JOHNS

BEFORE ME personally appeared George M. McClure who is the Vice-President of CHARTWELL COMMUNITIES GROUP XXXI, INC., a Florida Corporation, the corporation named in the foregoing instrument, and who is personally known to me and who as such officer of said corporation executed the same; then and there the said George M. McClure did acknowledge before me that said instrument is the free act and deed of said corporation by him executed as such officer for the purposes therein expressed; that the seal thereunto attached is the corporate seal by him in like capacity affixed; all under authority in him duly vested by the Board of Directors of said Corporation.

WITNESS my hand and official seal this 3rd day of October, 1994.

Mary L. DesSoye
Mary L. DesSoye
(Name of Notary Typed)
State of Florida
My Commission Expires: May 12, 1998

Misc.md\chart.amd



MARY L. DES SOYE
Notary Public, State of Florida
My Comm. expires May 12, 1998
Comm. No. CC000402

O.R. 1075 PG 1092

This instrument prepared by:
George M. McClure, Esq.
P.O. Box 3504
St Augustine, FL 32055-3504

Recorded in Public Records St. Johns County, FL
Clerk# 97017560 O.R. 1241 PG 38 03:54PM 05/21/1997
Recording \$9.00 Surcharge \$1.50

Prepared by

John L. Whitteman
81 King Street, Sr. A
St. Augustine, FL 32084



**ANNEXATION AMENDMENT AND SUPPLEMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF TURTLE SHORES WEST
[ANNEXING LOT 138, TURTLE SHORES WEST, UNIT TWO]**

THIS AMENDMENT TO DECLARATION (the "Amendment") made this 16th day of May, 1997, by PRIME LAND CORPORATION, formerly CHARTWELL COMMUNITIES GROUP XXXI, INC., a Florida corporation, (hereinafter referred to as the "Declarant").

RECITALS

A. Summerhomes, Incorporated executed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions of Turtle Shores West, Unit I, being dated May 4, 1988, and recorded in Official Records Volume 782, page 0019 of the public records of St. Johns County, Florida (the "Declaration").

B. Prime Land Corporation, formerly known as Chartwell Communities Group XXXI, Inc., acquired all of the land described as the "Turtle Shores West Subsequent Phases" in the Declaration and is therefore now the Declarant under the Declaration.

C. Pursuant to Article X of the Declaration, Declarant now desires to annex the following described land to be a part of the "Property" as that term is defined in the Declaration:

Lot 138, TURTLE SHORES WEST UNIT TWO, as recorded in Map Book 30, pages 89 through 94 of the public records of St. Johns County, Florida (the "Additional Property").

D. There is no Mortgage encumbering the Additional Property as of the time of recording this Amendment.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable considerations, the undersigned amends the Declaration as follows:

1. The Additional Property is hereby annexed to and shall hereafter be a part of the Property as that term is described in the Declaration and the Additional Property shall hereafter be subject to all of the covenants, conditions, restrictions and easements contained in the Declaration.
2. Except as modified herein, the original Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused the foregoing Annexation Amendment and Supplement to be executed by its duly authorized officer on the date set forth above.

"Declarant"

Signed, sealed and delivered
presence of:

Debbie Shand
Name Debbie Shand

Mary Lynne DuPont
Name Mary Lynne DuPont

PRIME LAND CORPORATION, formerly known in the
as Chartwell Communities Group XXXI, INC.,
a Florida corporation

By: Dhruv N. Muchhala
Dhruv N. Muchhala, Its President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing Amendment to Declaration was acknowledged before me this 16th day of May, 1997, by Dhruv N. Muchhala, the President of PRIME LAND CORPORATION formerly Chartwell Communities Group XXXI, Inc., a Florida corporation, who is [☒] personally known to me or [☐] has produced Identification in the form of _____.

Mary Lynne DuPont
NOTARY PUBLIC, State of Florida at Large
My commission expires _____
Commission No. _____

MARY LYNNE DuPONT
Commission No. CC 558417
Expiration Date: 6/2/2000

Prepared by & return to
John L. Whiteman
81 King Street, Suite A
St. Augustine, FL 32084

**ANNEXATION AMENDMENT AND
SUPPLEMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND
RESTRICTIONS OF TURTLE SHORES WEST
[ANNEXING LOT 94, TURTLE SHORES
WEST, UNIT TWO]**

THIS AMENDMENT TO DECLARATION
(the "Amendment") made this 13th day of
February, 1998, by PRIME LAND
CORPORATION, a Florida corporation,
(hereinafter referred to as the "Declarant").

RECITALS

A. Summerhomes, Incorporated executed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions of Turtle Shores West, Unit I, being dated May 4, 1988, and recorded in Official Records Volume 782, page 0019 of the public records of St. Johns County, Florida (the "Declaration").

B. Prime Land Corporation, formerly known as Chartwell Communities Group XXXI, Inc., acquired all of the land described as the "Turtle Shores West Subsequent Phases" in the Declaration and is therefore now the Declarant under the Declaration.

C. Pursuant to Article X of the Declaration, Declarant now desires to annex the following described land to be a part of the "Property" as that term is defined in the Declaration:

Lot 94, TURTLE SHORES WEST UNIT TWO, as recorded in Map Book 30, pages 89 through 94 of the public records of St. Johns County, Florida (the "Additional Property").

D. There is no Mortgage encumbering the Additional Property as of the time of recording this Amendment.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable considerations, the undersigned amends the Declaration as follows:

1. The Additional Property is hereby annexed to and shall hereafter be a part of the Property as that term is described in the Declaration and the Additional Property shall hereafter be subject to all of the covenants, conditions, restrictions and easements contained in the Declaration.

2. Except as modified herein, the original Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused the foregoing Annexation Amendment and Supplement to be executed by its duly authorized officer on the date set forth above.

Signed, sealed and delivered
in our presence

Name JOHN L. WHITEMAN

Name Fred L. Ahern, Jr.

PRIME LAND CORPORATION, a Florida corporation

By:

Dhruv N. Muchhala, its President

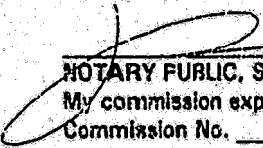
"Declarant"

Recorded in Public Records St. Johns County, FL
Clerk# 98006017 O.R. 1295 PG 1857 03:50PM 02/13/1998
Recording \$9.00 Surcharge \$1.50

O.R. 1295 PG 1858

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing Amendment to Declaration was acknowledged before me this 17th day of February, 1998, by Dhruv N. Muchhala, the President of PRIME LAND CORPORATION a Florida corporation, who is ☒ personally known to me or ☐ has produced identification in the form of _____.


NOTARY PUBLIC, State of Florida at Large

My commission expires _____

Commission No. _____

JOHN L. WHITEMAN
Notary Public, State of Florida
My commission expires April 11, 2000
Comm. No. CC546755

Ret
INDEPENDENT TITLE
OF ST. AUGUSTINE, FLA.
2676 U.S. 1 SOUTH
ST. AUGUSTINE, FL 32088

98-13921

ANNEXATION AGREEMENT AND SUPPLEMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF TURTLE SHORES WEST
AMENDING LOT 116, TURTLE SHORES WEST, UNIT TWO

This AMENDMENT TO DECLARATION (the "amendment") made this 24th day of March, 1998 by PRIME LAND CORPORATION, formerly CHARTWELL COMMUNITIES GROUP XXXI, INC., a Florida corporation, (hereinafter referred to as the "declarant").

R E C I T A L S

A. Summerhomes, Incorporated executed and caused to be recorded that certain Declaration of Covenants, conditions and Restrictions of Turtle Shores West, Unit 1, being dated May 4, 1988, and recorded in Official Records Volume 782, page 0019 of the public records of St. Johns County, Florida (the "Declaration").

B. Prime Land Corporation, formerly known as Chartwell Communities Group XXXI, Inc., acquired all of the land described as the "Turtle Shores West Subsequent Phases" in the Declaration and is therefore now known as the Declarant under the Declaration.

C. Pursuant to Article X of the Declaration, Declarant now desires to annex the following described land to be a part of the "property" as that term is defined in the Declaration:

Lot 116 TURTLE SHORES WEST, UNIT TWO, as recorded in Map Book 30, pages 89 through 94 of the public records of St. Johns County, Florida (the "Additional Property").

D. There is no Mortgage encumbering the Additional Property as of the time of recording this Amendment.

NOW, THEREFORE, in consideration of the foregoing and other good and valuable considerations, the undersigned amends the Declaration as follows:

1. The Additional property is hereby annexed to and shall hereinafter be a part of the Property as that term is described in the Declaration of the Additional Property shall hereafter be subject to all of the covenants, conditions, restrictions and easements contained in the Declaration.

2. Except as modified herein, the original Declaration shall remain in full force and effect.

Recorded in Public Records St. Johns County, FL
Clerk# 98012519 O.R. 1306 PG 237 10:39AM 03/26/1998
Recording \$9.00 Surcharge \$1.50

IN WITNESS WHEREOF, the Declarant has caused the foregoing Annexation Amendment and supplement to be executed by the authorized officer on the date set forth above.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Pamella B. Gesell

Name: PAMELLA B. GESELL

Brenda E. Mazzeo

Name: BRENDA E. MAZZEO

"DECLARANT"

PRIME LAND CORPORATION, formerly known
as Chartwell Communities Group, XXXI,
Inc., a Florida corporation

BY: Dhruv N. Muchhala, the President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

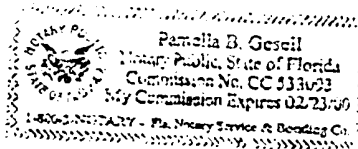
The foregoing Amendment to Declaration was acknowledged before me this 24th day March, 1998 by Dhruv N. Muchhala, the President of PRIME LAND CORPORATION, formerly Chartwell Communities Group XXXI, Inc., a Florida corporation, who is personally known to me and who did take an oath.

Pamella B. Gesell

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

NOTARY PRINT NAME:

MY COMMISSION EXPIRES:



Recorded in Public Records St. Johns County, FL
Clerk# 98020197 O.R. 1317 PG 1351 03:52PM 05/08/1998
Recording \$25.00 Surcharge \$3.50

Prepared by and return to:
Cecile Evans Rider, Enquire
Rogers, Towers, Bailey, Jones & Gay
1301 Riverplace Boulevard, Suite 1500
Jacksonville, Florida 32207

ANNEXATION AMENDMENT AND SUPPLEMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF TURTLE SHORES WEST

THIS ANNEXATION AMENDMENT AND SUPPLEMENT TO DECLARATION (the "Amendment") made as of this 8th day of May, 1998, by Prime Land Corporation formerly known as Chartwell Communities Group XXXI, Inc., a Florida corporation, (hereinafter referred to as the "Declarant").

RECITALS

A. Summerhomes, Incorporated executed and caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions of Turtle Shores West Unit I, being dated May 4, 1988 and recorded in Official Records Volume 782, pages 0019 of the public records of St. Johns County, Florida (the "Declaration").

B. Prime Land Corporation formerly known as Chartwell Communities Group XXXI, Inc. acquired all of the land described as the "Turtle Shores West Subsequent Phases" in the Declaration and is therefore now the Declarant under the Declaration.

C. Pursuant to Article X of the Declaration, Declarant now desires annex the following described land to be a part of "Property" as that term is defined in the Declaration:

See Exhibit "A" attached hereto (the "Additional Property")

D. Tucker Federal Bank d/b/a Fairfield Mortgage is the owner and holder of a mortgage or mortgages encumbering all or a part of the Additional Property.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the undersigned amends the Declaration as follows:

1. The Additional Property which is the subject of this Amendment constitutes additional property which is hereby annexed to and shall hereafter be a part of the "Property" as that term is described in the Declaration.

2. Except as modified herein the original Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused the foregoing Declaration to be executed and as to Declarant by its duly authorized officer on the date set forth above.

"Developer"

Signed, sealed and delivered
in the presence of:

PRIME LAND CORPORATION, formerly
known as Chartwell Communities
Group XXXI, Inc., a Florida
corporation

Richard Root
Name: Richard Root
Lois Cronk
Name: Lois Cronk

By: Dhruv Muchhala
Its: President

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF ST. JOHNS)

The foregoing Amendment to Declaration was acknowledged before me this 8 day of May, 1998, by Dhruv Muchhala, the President of Prime Land Corporation formerly known as Chartwell Communities Group XXXI, Inc., a Florida corporation, who is personally known to me or who has produced no as identification.



VIVIAN J. HARTMAN
My Comm. Exp. 9/15/2001
Bonded By Service Inc.
No. CC690663
☒ Personally Known ☐ Other I.D.

Vivian J. Hartman
Notary Public, State of Florida
Name: VIVIAN J. HARTMAN

My Commission Expires: 9-15-2001
My Commission Number is: _____

MORTGAGEE CONSENT

The undersigned, Tucker Federal Bank, d/b/a Fairfield Mortgage, a banking association, the holder of a mortgage or mortgages encumbering all or a portion of the "Additional Property" as defined in the attached ANNEXATION AMENDMENT AND SUPPLEMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF TURTLE SHORES WEST ("Annexation Amendment") recorded in the public records of St. Johns County, Florida, joins in the execution hereof for the purpose of consenting to the Annexation Amendment.

Signed, sealed and delivered
in the presence of:

Print Name

Print Name

TUCKER FEDERAL BANK, D/B/A FAIRFIELD
MORTGAGE

BY:

Stephen C. Meadows

Its Construction Loan Manager and
Assistant Vice President

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 3rd day of May, 1998 by Stephen C. Meadows, the Construction Loan Manager and Assistant Vice President of Tucker Federal Bank d/b/a Fairfield Mortgage, a banking association, on behalf of the association. He is personally known to me or has produced driver's license as identification.

Notary Public, State of Florida
Name:

My Commission Expires:

My Commission Number is:

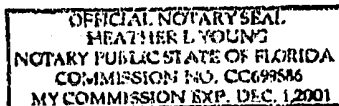


EXHIBIT A

PARCEL A

BEGIN at the Southeast corner of Section 18, Township 6 South, Range 30 East, St. Johns County, Florida; run thence South 89°15'00" West along the South line of said Section, for a distance of 297.00 feet; thence run North 45°45'00" West, for a distance of 726.00 feet; thence run North 71°45'00" West, for a distance of 132.00 feet; thence run North 05°15'00" East, for a distance of 428.22 feet; thence run North 89°15'00" East, for a distance of 1,032.15 feet to a point on the Southwesterly right of way line of Florida State Road A1A; thence run South 12°56'54" East along said right of way, for a distance of 604.89 feet; thence run South 89°15'00" West, for a distance of 269.55 feet; thence run South 00°45'00" East, for a distance of 390.97 feet to the POINT OF BEGINNING.

PARCEL B

COMMENCE at the Southeast corner of Section 18, Township 6 South, Range 30 East, St. Johns County, Florida; run thence South 89°15'00" West along the South line of said Section, for a distance of 297.00 feet; thence run North 45°45'00" West, for a distance of 726.00 feet; thence run North 71°45'00" West, for a distance of 792.00 feet; thence run North 05°15'00" East, for a distance of 660.00 feet to the POINT OF BEGINNING. From the POINT OF BEGINNING thus obtained; thence run North 05°15'00" East, for a distance of 588.43 feet; thence run North 89°15'00" East, for a distance of 1,347.93 feet to a point on the Southwesterly right of way line of Florida State Road A1A; thence run South 12°56'54" East along said Southwesterly right of way line of said road for a distance of 1,049.28 feet; thence run South 89°15'00" West, for a distance of 1,032.15 feet; thence run North 05°15'00" East, for a distance of 231.78 feet; thence run North 71°45'00" West, for a distance of 660.00 feet to the POINT OF BEGINNING.

PARCEL C

A parcel of land in Township 6 South, Range 30 East, St. Johns County, Florida, more particularly described as follows: COMMENCE at the Southeast corner of Section 18, Township 6 South, Range 30 East, St. Johns County, Florida, and run thence South 89°15'00" West along the South line of said line of said Section 18, for a distance of 297.00 feet; run thence North 45°45'00" West, for a distance of 726.00 feet; run thence North 71°45'00" West, for a distance of 132.00 feet to a point for a POINT OF BEGINNING. From the POINT OF BEGINNING thus described; run North 71°45'00" West, for a distance of 660.00 feet; run thence North 05°15'00" East, for a distance of 660.00 feet; run thence South 71°45'00" East, for a distance of 660.00 feet; run thence South 05°15'00" West, for a distance of 660.00 feet to the POINT OF BEGINNING.

PARCEL D

Being a part of Government Lots 1 and 2, Section 18, Township 6 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at the Southeast corner of Section 18, Township 6 South, Range 30 East, St. Johns County, Florida; run thence South 89°15'00" West, for a distance of 297.00 feet; thence run North 45°45'00" West, for a distance of 726.00 feet; thence run North 71°45'00" West, for a distance of 792.00 feet; thence run North 05°15'00" East, for a distance of 1,245.45 feet to the POINT OF BEGINNING. From the POINT OF BEGINNING thus obtained; thence run North 05°15'00" East, a distance of 1,394.57 feet; thence run North 04°22'40" West, for a distance of 657.36 feet; thence run North 89°15'00" East, for a distance of 812 feet, more or less, to its intersection with the Southwesterly right of way line of Florida State Road A1A; thence run South 12°24'00" East along said right of way, for a distance of 1,511.70 feet; thence run South 12°56'54" East along said road, for a distance of 575.41 feet; thence run South 89°15'00" West, for a distance of 1,347.93 feet to the POINT OF BEGINNING.

Except Turtle Shores West Unit One, according to the plat thereof recorded in Map Book 21, Pages 64 through 69 of the public records of St. Johns County, Florida.

FURTHER LESS AND EXCEPT
PUMP STATION SITE

A portion of Section 18, Township 6 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at the intersection of the Southerly right of way line of Turtle Shores Drive (a provided road right of way) with the Westerly right of way line of State Road No. A1A (a 66 foot right of way as now established); thence along said Southerly right of way line of Turtle Shores Drive the following six (6) courses and distances: Course No. 1; thence along and around the arc of a curve concave Southwesterly and having a radius of 25.00 feet, an arc distance of 39.27 feet, said arc being subtended by a chord bearing and distance of North 57°24'29" West, 35.36 feet to the point of tangency of said curve; Course No. 2; thence South 77°35'31" West, 110.00 feet to the point of curvature of a curve leading

Northwesterly; Course No. 3; thence along and around the arc of said curve concave Northerly and having a radius of 466.55 feet, an arc distance of 219.65 feet, said arc being subtended by a chord bearing and distance of North 88°54'31" West, 217.82 feet to the point of tangency of said curve; Course No. 4; thence North 75°24'33" West, 89.76 feet to the point of curvature of a curve leading Southwesterly; Course No. 5; thence along and around the arc of a curve concave Southeasterly and having a radius of 25.00 feet, an arc distance of 33.63 feet, said arc being subtended by a chord bearing and distance of South 66°03'18" West, 31.15 feet to the point of reverse curvature of a curve Southwesterly; Course No. 6; thence along and around the arc of a curve concave Northwesterly and having a radius of 488.37 feet, an arc distance of 51.51 feet, said arc being subtended by a chord bearing and distance of South 30°32'28" West, 51.49 feet; thence South 33°33'46" West, 87.18 feet to the point of curvature of a curve leading Southwesterly; thence along and around the arc of a curve concave Southeasterly and having a radius of 400.00 feet, an arc distance of 345.84 feet, to the POINT OF BEGINNING, said arc being subtended by a chord bearing and distance of South 10°13'35" West, 316.90 feet; thence South 76°53'25" West, 52.41 feet; thence North 13°06'35" West, 40.00 feet lying on a curve leading Southwesterly; thence along and around the arc of a curve concave Easterly and having a radius of 480.00 feet, an arc distance of 40.05 feet, said arc being subtended by a chord bearing and distance of South 10°43'11" East, 40.03 feet to the POINT OF BEGINNING.

ALSO LESS AND EXCEPT:

Lots 81, 84, 90, 94, 99, 101, 116, 118, 121, 128, 129, 130, 135, 137, 138, 139, 142, 144, 145, Turtle Shores West, Unit Two, according to plat thereof recorded in Map Book 30, pages 89 - 94, inclusive, of the public records of St. Johns County, Florida.

3
3
J. L. Kelly
Property Appraiser's
I.D. No. 142146-0762

Prepared by and Return to:
Edward L. Kelly, Esquire
Rogers, Towers, Bailey, Jones & Gay
1301 Riverplace Boulevard, Suite 1500
Jacksonville, Florida 32207

Public Records of
St. Johns County, FL
Clerk# 98047357
O.R. 1357 PG 514
04:26PM 10/21/1998
REC \$13.00 SUR \$2.00
Doc Stamps \$0.70

QUIT-CLAIM DEED

This Quit-Claim Deed is made, executed and delivered this 16th day of October, 1998, between Intervest Construction of Jax, Inc., a Florida corporation, of the County of Volusia, State of Florida, "Grantor", and Turtle Shores Owners Association, Inc., a Florida not-for-profit corporation (Tax I.D. No. 59-2878683), the principal address for which is 10036 Sawgrass Drive, Ponte Vedra Beach, Florida 32082, "Grantee."

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid by the said Grantee, the receipt and sufficiency whereof is hereby acknowledged, has remised, released and quit-claimed, and by these presents does remise, release and quit-claim unto the said Grantee, and its legal representatives, successors and assigns forever, the following described land, situate, lying and being in St. Johns County, Florida, to-wit:

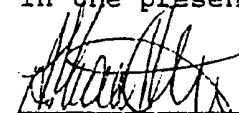
SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS
REFERENCE MADE A PART HEREOF.

TO HAVE AND TO HOLD the same together with all and singular the tenements, hereditaments and appurtenances of Grantor thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit, and behoof of the Grantee, its legal representatives, successors and assigns forever.

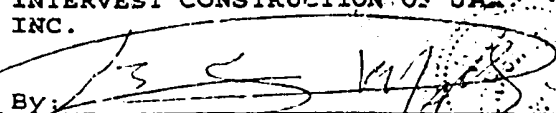
Grantee, by the acceptance of this Quit-Claim Deed, acknowledges that in giving this Quit-Claim Deed Grantor makes no representations or warranties, expressed or implied, with respect to title to the Property.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:


 Name: Edward L. Kelly
 Name: EDWARD L. KELLY

INTERVEST CONSTRUCTION OF JAX, INC.


 By: Mori Hosseini, President

Address: 2359 Beville Road
 Daytona Beach, FL 32119

STATE OF FLORIDA
 COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 16 day of October, 1998, by Mori Hosseini, the President of Intervest Construction of Jax, Inc., a Florida corporation, on behalf of the corporation. He [CHECK ONE] ☒ is personally known to me or ☐ has proved to me on basis of satisfactory evidence to be the person who executed this instrument.



Becky Mariotti
 MY COMMISSION # CC486485 EXPIRES
 AUGUST 10, 1999
 BONDED THRU TROY FARM INSURANCE, INC.


 Notary Public, State of Florida
 Name:
 My Commission Expires:
 My Commission Number is:

EXHIBIT "A."
LEGAL DESCRIPTIONPARCEL 1:

Common roads for the benefit of TURTLE SHORES WEST UNIT ONE, as recorded on plat thereof as recorded in Map Book 21, pages 64, 65, 66, 67, 68 and 69, of the public records of St. Johns County, Florida and TURTLE SHORES WEST UNIT TWO, according to the plat thereof as recorded in Map Book 30, pages 89, 90, 91, 92, 93, and 94, of the public records of St. Johns County, Florida, as established by Covenants and Restrictions recorded in Official Records Book 782, page 19, Official Records Book 811, page 159, Official Records book 1075, page 1090 and amended in Official Records Book 1317, page 1351, all of the public records of St. Johns County, Florida.

PARCEL 2:

Tract "B", TURTLE SHORES WEST UNIT TWO, according to plat thereof as recorded in Map Book 30, pages 89, 90, 91, 92, 93 and 94, of the public records of St. Johns County, Florida.

This Instrument prepared by:
Turtle Shores
Homeowners Association, Inc.
Board of Directors
461 A1A Beach Blvd.
St. Augustine, FL 32080

Space reserve for Clerk pursuant to Sec. 695.26, F.S. and/or Rule 20.00(5), Florida Rules of Judicial Administration

**CERTIFICATE OF RECORDING
A RULE REGARDING COMMON ROADS
TURTLE SHORES
HOMEOWNERS ASSOCIATION, INC.**

Pursuant to the Declaration of Covenants, Conditions and Restrictions of Turtle Shores Owners Association, Inc. as recorded in the Official Records Book 782, Page 0019 of the public records of St. Johns County, Florida, and pursuant to the authority of Chapter 720, Florida Statutes, the undersigned, the President and Secretary of Turtle Shores Owners Association, Inc., a Florida Corporation not-for-profit (the Association), certify as follows:

1. The Association has established a Rule/Regulations related to the use of the Community's Common Roads and related easement pursuant to counsel by the attorney firm of Clayton & McCulloh of 1065 Maitland Center Commons Blvd., Maitland, Florida who drafted the Rule for the Board's consideration.
2. The President and the Secretary of the Association were authorized to execute said Rule to the the Turtle Shores Rules and Regulation and such other documents as are necessary to file and record this Certificate and attached Rule. The undersigned President and Secretary of the Association have been duly appointed and are presently serving in the capacity in accordance with the Bylaws of the Association.
3. The procedures used in adopting the attached Rule conform to the provisions of the Declaration of Covenants, Conditions and Restrictions (Article VI.5.) and are duly recorded in the Minute Book of the Association.

IN WITNESS WHEREOF, We have subscribed our signatures to this Certificate and have affixed the Seal of the Association on the date hereof.



ATTEST: Carol E. Bragley
Its Secretary

Turtle Shores Owners Association, Inc.

Rick Lofgren
Its President

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 16 day of October, 2007 by Rick Lofgren, the President of Turtle Shores Owners Association, Inc., a Florida Corporation not-for-profit, on behalf of the corporation. He is personally known to me.

EDNA R. GRIFFEY
Notary Public, State of Florida
My comm. exp. Nov. 12, 2010
Comm. No. DD 613687

Edna R. Griffey
Notary Public, State of Florida At Large

Prepared by and Return to:
Brian S. Hess, Esq.
Clayton & McCulloh
1065 Maitland Center Commons Blvd.
Maitland, FL 32751

Turtle Shores Owners Association, Inc.
Rules and Regulations - Common Roads

The Board of Directors of the Turtle Shores Owners Association, Inc. (hereinafter "Association") do hereby adopt the following additional Rules and Regulations (hereinafter "Rules and Regulations") pursuant to Article VII, Section 7.1(f) of the Turtle Shores Owners Association, Inc. Bylaws Amended and Restated, as recorded in Official Records Book 2690, at Page 115, et. seq., of the Public Records of St. Johns County, Florida, as may be amended from time to time (hereinafter "Bylaws"); and Chapter 720 of the Florida Statutes (2006).

Unless otherwise indicated, all terms used herein shall have the meaning given to them in the Declaration of Covenants, Conditions and Restrictions Turtle Shores West Unit 1, as recorded in Official Records Book 782, at Page 0019, et. seq., of the Public Records of St. Johns County, Florida, as may be amended from time to time (hereinafter "Declaration"). Additionally, these Rules and Regulations shall be in addition to, and shall not replace, any previously-existing and duly-adopted Rules and Regulations which may be in effect previous to the adoption of these Rules and Regulations, whether or not same may be recorded in the Public Records of St. Johns County, Florida, unless said earlier-adopted Rules and Regulations are in conflict with these duly-adopted Rules and Regulations.

These said Rules and Regulations shall apply to all Properties, including Residential Lots, Common Areas, and Common Roads within the Turtle Shores West Community, as defined in the Declaration, as amended and supplemented from time to time. Said Turtle Shores West Community shall include all properties subjected to the terms of the Declaration and any amended and/or supplemental declarations to the Declaration which may have been executed by the Declarant, its successors, and/or assigns, or by the Association.

I. COMMON ROADS

The term "Common Roads" as used herein shall have the same meaning as imparted by the Declaration. In accordance with the Declaration, Common Roads shall be considered to be a form of Common Area and additionally, responsibility for maintenance of Common Areas shall generally rest with the Association. As such, in accordance with the Declaration and Bylaws, the Association may adopt reasonable rules and regulations regarding the use of Common Area.

Whereas, the Common Roads of the Association, as platted in the Association's plats located in Map Book 21, Page 64; Map Book 30, Page 89; Map Book 38, Page 57; and Map Book 44, Page 47, all et. seq., and all as recorded in the Public Records of St. Johns County, Florida, show Common

Road tracts which as built, contain not only paved traffic thru-way area ("Roadway"), but also other lands in which landscaping, sod, grasses and other objects may exist, such entire Common Road tract shall be considered Common Area of the Association, for which the Association has ultimate maintenance responsibility. More specifically, in accordance with Article VI, Section 1 of the Declaration, there shall be no obstruction or alteration of, nor shall anything be stored, altered, or constructed in, the Common Roads without the prior written consent of the Association.

Whereas, the Association Lot Owners have expressed some interest in being permitted to maintain portions of the Common Roads which adjoin each Owner's Lot that are not Roadway, and which may contain landscaping, sod, grasses, and other objects, such as mailboxes, the Association is willing to provide a standard written consent for regular maintenance by adjoining Lot Owners of that portion of the Common Roads which is not Roadway.

- A. As of the effective date of these Rules and Regulations, the Association shall grant to all Lot Owners, their tenants, guests, and invitees (hereinafter "Lot Owners") the right to maintain the portions of the Common Roads adjoining their Lot which are not included in the Roadway. However, any installation of fixtures or personal property (specifically including, but not limited to, landscaping, rock, gravel, paving, mailboxes, signage and/or decor) other than sod or grass types predominant in an adjoining Lot, within the Common Roads shall continue to require prior written approval by the Association. Any Lot Owner that locates or installs, or has located or installed as of the effective date of these Rules and Regulations, fixtures or personal property (specifically including, but not limited to, landscaping, rock, gravel, paving, mailboxes, signage and/or decor) other than sod or grass types predominant in an adjoining Lot, within the Common Roads, shall be responsible for all maintenance, repair and replacement of such fixtures or personal property. Additionally, any Lot Owner shall not disturb any drainage control mechanisms located within the Common Roads without the prior written approval of both the Association and any governmental agency which may have an interest in the continued maintenance of such drainage control mechanisms. In all instances, and in accordance with the Declaration, the Board of Directors of the Association shall solely determine whether any change, alteration, or maintenance to the Common Road shall be considered to be an authorized or unauthorized change, alteration or maintenance of the Common Road.
- B. Should any Lot Owner, his agents, licensees, or invitees, attempt to or actually change, alter, or maintain any portion of the Common Roads, such person shall accept all responsibility for any injury or damages, physical, monetarily, legally, or otherwise, which may result from such change, alteration, or maintenance. The Association specifically disclaims any liability for any change, alteration, or maintenance of the Common Roads, or any attempt therein, by a Lot Owner, his agents, licensees, or invitees.
- C. Notwithstanding anything herein to the contrary, the Association may pursue any and all available enforcement options and remedies against any Lot Owners which may alter, maintain, or cause any additions, replacements, decorations, alterations or

maintenance to be made to the Common Roads without the prior written approval of the Board of Directors (which may be granted by way of these Rules and Regulations), including the methods of enforcement set forth for violations of covenants by the Declaration (hereinafter, said Lot Owners, or any other persons which may alter, maintain, or cause any additions, replacements, decorations, alterations or maintenance to be made to the Common Roads without the prior written approval of the Board of Directors may be referred to as "Violator").

Such enforcement options and remedies may include, but shall not be limited to, the right of the Board of Directors to investigate any such alteration and to require that restoration or repair of the Common Roads be made. Additionally, the Board of Directors shall have the authority to require the Violator to bear the costs of said restoration or repair. The Board of Directors shall also have the unfettered right, but not the obligation, to restore or repair the Common Roads. In such instance, the Association shall initially bear the costs of such restoration and repair, but also, in accordance with the terms of the Declaration (specifically in accordance with the method prescribed by Article IV, Section 5 of the Declaration) may later assess the Violator for the costs of such restoration and repair, and any additional costs incurred by the Association in its attempt to restore or repair said Common Roads or to mandate that the Violator or Lot Owner restore or repair said Common Roads in accordance with these Rules and Regulations.

II. ENFORCEMENT

The Rules and Regulations set forth herein shall have the same force, effect and enforceability as if set forth in the Declaration. It shall be within the sole, unfettered discretion of the Board of Directors to interpret the foregoing and to determine what constitutes a violation of same. Should any portion of these Rules and Regulations be found unenforceable, the remaining portions shall remain in full force and effect.

CERTIFICATE OF ADOPTION

The undersigned, as President and Secretary of the Association, do hereby certify that the foregoing Rules and Regulations have been adopted in accordance with the Declaration and the Florida Statutes by a majority vote of the Board of Directors at a duly called and properly noticed meeting of the Board of Directors on the 10th day of October, 2007 ("Meeting").

IN WITNESS WHEREOF, the Association has caused these presents to be executed in its name, this 10th day of October, 2007

TURTLE SHORES OWNERS ASSOCIATION, INC.

Signed, sealed and delivered in the presence of:

Norman Allmen
(Sign - Witness 1)

Norman Allmen
(Print)

Shirley Joan Vellis
(Sign - Witness 2)

SHIRLEY JOAN VELLIS
(Print)

Norman Allmen
(Sign - Witness 1)

Norman Allmen
(Print)

Shirley Joan Vellis
(Sign - Witness 2)

SHIRLEY JOAN VELLIS
(Print)

By: President, Turtle Shores Owners Association, Inc.

Richard A. Loftgren
(Sign)

RICHARD A. LOFGREN
(Print)

Attest: Secretary, Turtle Shores Owners Association, Inc.

Carol E. Boagay
(Sign)

CAROL E. BOAGAY
(Print)

STATE OF FLORIDA

COUNTY OF St Johns

The foregoing was acknowledged before me this 10 day of October, 2007, by Richard A. Loftgren, as President and Carol E. Boagay, as Secretary of Turtle Shores Owners Association, Inc., a Florida not for profit corporation, on behalf of the corporation, both of whom are ☒ personally known to me or who have produced _____ as identification.

NOTARY PUBLIC

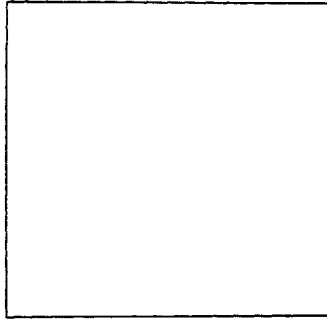
State of Florida, At Large

(Sign) Edna R. Griffey
(Print) Edna R. Griffey

My Commission Expires: _____

EDNA R. GRIFFEY
Notary Public, State of Florida
My comm. exp. Nov. 12, 2010
Comm. No. DD 613687

This Instrument prepared by the
Turtle Shores Owners Association, Inc.
Board of Directors. Please return to:
Board of Directors Turtle Shores
c/o Jacobs, Jacobs & Associates, Inc.
461 A1A 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.

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)

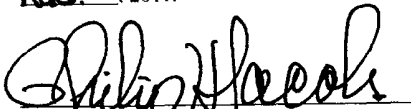
JUDITH L. WILLIAMS
Secretary

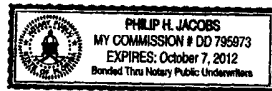
STATE OF FLORIDA

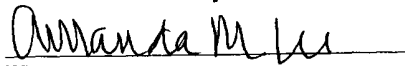
COUNTY OF ST. JOHNS

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.


Notary Public, State of Florida at Large




Witness


Witness

Approved 8/8/2011

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.

AMENDED AND RESTATED DECLARATION Approved 8/8/2011

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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. DISPOSITION 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.

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
TURTLE SHORES WEST UNIT 1**

THIS DECLARATION, made on the date hereinafter set forth by **SUMMERHOMES INCORPORATED**, a Florida corporation, hereinafter referred to as "Declarant."

W I T N E S S E T H:

Declarant is the owner of the property in St. Johns County, Florida, known as Turtle Shores West Unit 1, a subdivision shown on a plat recorded in Map Book 21, pages 64 through 69, of the public records of St. Johns County, Florida ("Turtle Shores West Unit 1"). Lots 1 through 76 of Turtle Shores West Unit 1 are herein referred to as "Turtle Shores West Phase 1." Declarant desires to develop Turtle Shores West Phase 1 and other lands described on Exhibit "A" ("Turtle Shores West Subsequent Phases") as a planned community with common amenities.

NOW, THEREFORE, Declarant hereby declares that all of Turtle Shores West Phase 1 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 land and be binding on all parties having any right, title or interest in Turtle Shores West Phase 1 and, upon annexation as hereinafter provided for, Turtle Shores West Subsequent Phases or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

Turtle Shores West Subsequent Phases or any part thereof may be annexed by the Declarant without consent of the members of the Association within ten (10) years of the date of recording of this Declaration provided that, if the Federal Housing Administration and/or the Veterans Administration approves the Turtle Shores West Community (as hereinafter defined) and if the Veterans Administration or the Federal Housing Administration guarantees or insures any mortgage on a Residential Dwelling Unit, then the Veterans Administration or the Federal Housing Administration, as the case may be, shall have the right to assure that the annexation is in accord with the general plan theretofore approved by it. Additional land shall be annexed only in accordance with the provision of Article X.

**ARTICLE I
Definitions**

1. "Association" or "Master Association" means Turtle Shores Owners Association, Inc., a Florida corporation not-for-profit, its successors and assigns.

2. "Owner" means the record owner, whether one or more persons or entities, of a fee simple title to any Residential Lot or Residential Dwelling Unit which is a part of the Turtle Shores West Community, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

3. "Property" means the real property within Turtle Shores West Unit 1 together with improvements thereon and such additions thereto as may hereafter be brought within the jurisdiction of the Association by annexation pursuant to the terms hereof.

RECORD AND RETURN TO:

THIS INSTRUMENT WAS PREPARED BY:
JAMES S. TAYLOR of
OLIVER, BRIDGEMAN, ASHLEY & TAYLOR
P.O. BOX 475
800 FIRST UNION BUILDING
JACKSONVILLE, FLORIDA 32202

4. "Common Area" or "Common Areas" means all real property (including the improvements thereon) 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 by Declarant of the first lot to an unrelated Owner will be described in a deed from Declarant to the Association to be recorded in the public records of St. Johns County, Florida. The Common Area includes the Common Roads, all drainage facilities and easements, all security gates, roadway lighting, landscaping, and signs, all subdivision signs and walls, and all recreation facilities owned by the Association. The recreation facilities include lots 27 and 28 of Goodwin Beach Unit 1 recorded in Map Book 15, pages 26 and 27, of the public records of St. Johns County, Florida, and all improvements thereon and the entrances to the tunnel connecting such lots with the other recreation facilities in Turtle Shores West Unit 1. This Common Area may be expanded from time to time by annexation as more fully described in Article X.

5. "Common Roads" means the roads and road rights-of-way located within the Property and Turtle Shores West Community or serving the Property as shown on any recorded plat of a portion of the Turtle Shores West Community, which roads are not dedicated as public roads, but Common Roads shall not include parking lots, parking areas, driveways and cul-de-sacs located within the legally described boundaries of a condominium or designated planned development and which are maintained by Owners within such condominium or planned development.

6. "Declarant" means Summerhomes Incorporated, a Florida corporation, and/or its successors and assigns of its rights hereunder or any successor or assign of all or substantially all of its interest in Turtle Shores West Community. It is specifically recognized that Declarant may convey parcels of the Property to other persons or corporations which may develop the land. All references to Declarant herein, including all rights and obligations of the Declarant, shall burden and benefit such successors or assigns of Declarant to the same extent as if such successors or assigns were the named Declarant hereunder. The Declarant shall also be an Owner or Member for so long as the Declarant shall be the record owner of any parcel of Property subjected to this Declaration.

7. "Residential Dwelling Unit" means any part of the Property which has been improved for use as a single-family dwelling, including, without limitation, any single family detached dwelling, garden home, patio home, condominium unit, townhouse unit, cooperative apartment unit or apartment unit, which is substantially completed.

8. "Residential Lot" means a platted lot intended to be used or used for the construction of a Residential Dwelling Unit.

9. "Articles" means the Articles of Incorporation of the Association.

10. "Board of Directors" means the Board of Directors of the Association.

11. "Bylaws" means the Bylaws of the Association.

12. "Declaration" means this Declaration of Covenants, Conditions and Restrictions applicable to the Property.

13. "VA" means the Veterans Administration and its successors and assigns.

14. "FHA" means the Federal Housing Administration and its successors and assigns.

15. "Mortgagee" means any institutional holder of a first mortgage encumbering a portion of the Property as security for the performance of any obligation, including a bank, savings and loan, insurance company, any real estate or mortgage investment trust, and insurers or guarantors of mortgages, including, without limitation, Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, Government National Mortgage Association, the Veterans Administration and Federal Housing Administration or any lender generally recognized as an institutional type lender.

16. "Turtle Shores West Community" means Turtle Shores West Unit 1, Turtle Shores West Subsequent Phases and any lands which become subject to this Declaration pursuant to the provisions hereof.

17. "Unit" used without any qualifying language includes a Residential Dwelling Unit or a Residential Lot.

ARTICLE II Property Rights

1. Owner's Easements of Enjoyment. The Association and every Owner, including Declarant, shall have a right and easement of ingress and egress and enjoyment in and to the Common Areas and Common Roads which shall be appurtenant to and shall pass with the title to every Unit 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 as a condition to the right of use thereof.

(b) The right of the Association to suspend the voting rights and to suspend the right to use of the recreational facilities by an Owner for any period during which any assessment against his Unit remains unpaid and to suspend the right to use the recreational facilities for a period not to exceed sixty (60) days for any infraction of its published rules and regulations, without waiver or discharge of the Owner's obligation to pay the assessment. In no event may the Association deny an Owner the use of the entrance areas or Common Roads so as to prohibit ingress and egress to his Unit.

(c) The right of the Association to 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 the Association.

(d) The right of the Association by its Board of Directors to dedicate or transfer to any public or private utility or public authority, utility or drainage easements on any part of the Common Areas or to dedicate the Common Roads.

(e) The right, but not the obligation, of the Association to control and regulate all types of traffic on Common Roads, including the right to regulate speed of vehicles and to prohibit the use of Common Roads by vehicles or traffic which may damage the Common Roads and the right of the Association to control parking on the Common Roads and Common Areas.

2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment of the Common Area and facilities to any occupant of a Residential Dwelling Unit and the members of his family and his guests, subject to reasonable rules imposed by the Board of Directors.

3. Common Roads. The Declarant hereby reserves the right to grant further non-exclusive easements over the Common Roads to

property owners adjacent to the Turtle Shores West Community. At such time as Declarant shall grant such easements to such adjacent property owners, such adjacent property owners shall enter into an agreement with the Association and shall covenant on behalf of themselves and their successors and assigns to pay a prorata share of the cost of maintenance and repair of the Common Roads and to enter into an agreement with the Association to set forth the method of computation of the respective contributions to the cost of such maintenance and repairs.

In addition, the Declarant may grant to adjacent land owners the right to connect roads within their property to the Common Roads to serve all property owners and which are convenient or beneficial to the Owners in Turtle Shores West Community. In the event that such a unified roadway is constructed, the Association may enter into such agreements or grant reciprocal easements or other easements as are necessary and convenient to the respective parties and which set forth the obligations and rights of the parties thereto in connection with the performance of maintenance on such roads and the cost thereof.

ARTICLE III Membership and Voting Rights

1. Right to Membership. Every Owner shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit.

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

(a) Class A. Class A members shall be all Owners, with the exception of the Declarant. Each Class A member shall be entitled to one (1) vote for each Unit owned.

(b) Class B. The Class B member shall be the Declarant who shall be entitled to three (3) votes for each Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever first occurs:

(1) Declarant elects to terminate its right as a Class B member by notice in writing to the Association; or

(2) the number of votes assigned to Class A members equals the number of votes assigned to Class B members; or

(3) within six (6) months from that time at which all the Residential Dwelling Units that are subject to this Declaration have been completed, some have been conveyed to purchasers and no Residential Dwelling Units are under construction or offered for sale by the Declarant in the ordinary course of business; or

(4) January 1, 1998.

(c) Limited Members. Owners of Units within the Subdivisions known as Goodwin Beach Unit 1 and Goodwin Beach Unit 2 and their families and guests shall have the right to use the recreation facilities upon such reasonable terms and conditions and subject to such reasonable rules and regulations as may from time to time be promulgated by the Board of Directors. Such limited members shall not have the right to vote on any matter and shall be required to contribute a fair proportion of the cost of maintaining the recreation facility as a condition to such membership. The amount of such contribution shall be determined by the Board of Directors, but in no event shall the required contribution exceed the assessment against any Unit within the Property.

3. **Declarant Control.** In the event that the VA and FHA or either of them approves the Turtle Shores West Community and guarantees or insures a mortgage on a Residential Dwelling Unit, the Declarant shall not amend, change or modify any provision of this Declaration nor shall Declarant exercise any of the rights it reserves hereunder without the approval of the VA or FHA, as the case may be.

4. **Multiple Owners.** When any Unit is owned of record in the name of two (2) or more persons or entities, whether fiduciaries or in any other manner of joint or common ownership and only one of such persons, who shall be designed by such joint owners, shall become the member entitled to vote. Such vote shall be exercised as they among themselves determine or as the covenants and restrictions applicable to such property shall determine but in no event shall more than one (1) vote be cast with respect to any such Unit. Where a partnership, corporation or other entity is a Class A member, such Class A member shall designate one representative of such partnership or such corporation or other entity to be the member entitled to vote.

ARTICLE IV
Obligation of Association;
Covenant for Maintenance Assessments

1. **Obligation of Association.**

(a) The Association shall maintain all easement areas granted to it and assumes all obligations of Declarant with respect to entry signs and the Common Areas and the tunnel under Highway 1A1A.

(b) The Association shall comply with all rules and regulations with respect to its operation, insurance, books of account and audits as may from time to time be promulgated by any agency or department of the United States which is providing mortgage insurance or guaranty or which acquires any mortgage lien encumbering any Unit with the Property which is the subject of this Declaration.

2. **Creation of the Lien and Personal Obligation of Assessments.** The Declarant, for each Unit owned or to be owned within the Property, hereby covenants, and each Owner of any Unit 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: (a) annual assessments or charges and (b) special assessments, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, late charges and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Unit against which each such assessment is made. Each such assessment, together with interest, costs, late charges and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Unit at the time when the assessment fell due. In the case of co-ownership of a Unit, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment. The personal obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by such successor in title.

3. **Purpose of Annual Assessments.** The annual assessments levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Property, for the improvement, maintenance and operation of the Common Areas and the Common Roads, and for the performance of the obligations of the Association described herein.

4. Maximum Annual Assessment.

(a) Until January 1 of the year immediately following the conveyance by Declarant of the first Residential Lot to an Owner, the maximum annual assessment for each Unit shall be \$1,200.00 and shall be payable in equal instalments as determined by the Board of Directors of the Association. Assessments as to any Unit may be collected by another condominium or homeowners' association which includes such Unit on behalf of and as agent of this Association and shall be remitted by such other association to this Association.

(b) From and after January 1 of the year immediately following the conveyance of the first Residential Lot by Declarant to an Owner, the maximum annual assessment may be increased each year up to five percent (5%) above the maximum assessment for the previous year without a vote of the membership.

(c) From and after January 1 of the year immediately following the conveyance of the first Residential Lot to an Owner, the maximum annual assessment may be increased more than five percent (5%) above the maximum assessment for the previous year by a vote of two-thirds (2/3rds) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

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

(e) The Association in determining the common expenses may establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Areas and Common Roads and shall maintain a reserve fund adequate to meet the requirements of the Florida Department of Transportation with respect to the tunnel under Highway A1A.

5. Special Assessments. 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 (2/3rds) of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

In addition, the Board of Directors may assess a special assessment against an Owner for the cost of repair or restoration on account of the damage or injury to the Common Areas or Common Roads caused by the Owner's negligence or failure to comply with the provisions hereof.

6. Notice and Quorum for Any Action Authorized under Paragraphs 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under paragraphs 4 and 5 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, 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.

7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all Units (except special assessments specifically assessed against an Owner for costs incurred solely on account of his negligence or failure to comply herewith).

8. Date of Commencement of Assessments; Due Dates. The annual assessments provided for herein shall commence as to all

Units on the first day of the month following the conveyance of the Common Area to the Association. 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 annual assessment shall be payable at the time and in the manner determined by the Board. 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 Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Unit is binding upon the Association as of the date of its issuance. To insure that the Association will have funds necessary to meet unforeseen expenditures, Declarant may establish a working capital fund of no more than two months' estimated assessment for each Unit. Such amount shall be paid into the Association at the earlier of the time each Unit is conveyed or is first occupied. Such fund shall be maintained in a segregated fund by the Association. While there is a Class B member, the working capital fund shall not be used to defray Declarant's expenses, reserve contributions or construction costs or to make up budget deficits, but Declarant may reimburse itself for any contributions made to the working capital fund on account of unsold Units when such Units are sold.

9. Effect of Nonpayment of Assessments; Remedies of the Association. Any assessment not paid within fifteen (15) days after its due date shall be subject to a late charge of ten percent (10%) of the amount of the payment due and, if not paid within thirty (30) days after the due date, shall bear interest from the due date at the rate of fifteen percent (15%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Unit. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or Common Roads or abandonment of his Unit.

10. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage held by a Mortgagee. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit 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 Unit from liability for any assessment thereafter becoming due or from the lien thereof. Any such delinquent assessments which were extinguished pursuant to the foregoing may be reallocated and assessed against the remaining Units as a common expense.

11. Exempt Property. All properties dedicated to and accepted by a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the state of Florida shall be exempt from the assessment created herein, except that no land or improvements devoted to residential use shall be exempt from assessments.

12. Homeowners' Association. If for any reason any homeowner or condominium association refuses to perform the obligations imposed on it under the terms and provisions of its Articles of Incorporation, Bylaws or Declaration of Covenants or Condominium, this Association shall have the right, but not the obligation, to perform such obligations and assess the cost thereof against all Owners who are members of such Association as a special assessment.

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1. The purpose of this report is to provide a summary of the results of the study conducted by the research team. The study was designed to investigate the effects of the proposed intervention on the target population. The results indicate that the intervention had a significant positive impact on the outcome measures.

1. ~~Common Areas and Common Roads.~~ The Common Areas and Common Roads shall be used only for the purposes for which they are intended, and the following of services and facilities for the enjoyment of the tenants of the Unit or of occupation or otherwise, and shall not be used, or any part thereof, altered or constructed for or employed for, the Common Areas or Common Roads without the prior written consent of the Association.

2. Insurance. No one shall be held liable for the Common Areas or Common Roads which will increase the rate of insurance upon the property without the prior consent of the Association. No Owner shall permit anything to be done or kept on the Common Areas or Common Roads which will result in cancellation of insurance on any part of the Common Areas or Common Roads or which will be in violation of any law. No action shall be committed in the Common Areas. The Association shall determine whether the activity violates their provisions.

1. **Misbehavior.** No malicious or offensive activity shall be allowed upon the property, and any use or practice which is the

source of annoyance or nuisance to Owners or guests or which interferes with the peaceful possession and proper use of the Property by Owners. All parts of the Property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate nor shall any fire hazard be allowed to exist.

4. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Properties or any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Property shall be the same as is elsewhere herein specified.

5. Regulations. Reasonable regulations and rules concerning the use of the Property may be promulgated, modified or amended from time to time by the Board of Directors of the Association. Copies of such regulations and amendments thereto shall be furnished by the Association to all Owners and residents of the Property upon request.

6. Environmentally Sensitive Area. The Property includes a large amount of wetlands within the jurisdiction of the United States Corps of Engineers and/or the Florida Department of Environmental Regulation (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 shall apply with respect to all of the Units within the Property:

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

(b) No non-native plant (including grass and lawns) will be installed or planted on any lot not owned by Declarant.

(c) No lot shall be cleared or graded except to the extent that the same has been cleared or graded by the Declarant.

(d) No fence of any kind will be permitted on any lot except a fence installed by the Declarant.

(e) No Owner shall interfere with or make any adjustment to the drainage system installed by the Declarant and no Owner shall pump water from or drain any lot except by natural percolation.

(f) No docks, buildings or structures of any kind shall be permitted in any wetland area which is within the Wetlands except those installed by Declarant.

7. Non-Access to Highway A1A. No roadway, driveway or other access shall be permitted between the east line of any lots which 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 Area and Common Roads.

ARTICLE VII Lakes

1. Water Level and Use. With respect to the lakes now existing or which may hereafter be constructed either within the Property or adjacent or near thereto, only the Master Association shall have the right to pump or otherwise remove any water from

such lakes for the purpose of irrigation or other use or to place any matter or object in such lakes. The Master Association shall have the sole and absolute right to control the water level of all lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in and on such lakes and to fill any lake and no Owner shall deposit any fill in such lake. No docks, moorings, pilings, boat shelters or other structure shall be erected on or over the lakes without the approval of the Association. No gas or diesel driven boat shall be permitted to be operated on any lake. Canoes and small, non-combustion powered boats will be permitted. All permitted boats shall be stored, screened from public view, and shall be stored either within existing structures on the Owner's property or in designated areas within a condominium or in other planned development or behind landscaping approved by the Architectural Control Committee.

2. Maintenance Obligations. The lake embankments shall be maintained by the Owner owning the lake bottom. Such Owners may include condominium or homeowners' association when the lake embankments form a portion of the common elements or Common Areas of such association, individual Unit Owners, or this Association when the lake 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 lake and the height, grade and contour of such embankments shall not be changed without the prior written consent of the Master Association or Architectural Control Committee thereof. 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 Master Association or its agent or representative shall have the right, but not the obligation, to enter upon the Owner's property to perform such maintenance work which may be reasonably required, all at the expense of the appropriate Owner.

3. Easements for Use and Enjoyment. Owners are hereby granted the right to reasonable use and benefit of the lakes now existing or which may hereafter be constructed, either within the Property or adjacent thereto, subject to the right of the Master Association to adopt reasonable rules and regulations from time to time in connection with the use of the lakes by members of the Master Association and subject to the Declarant's reserved right to ingress and egress over the lakes. The ingress and egress to the lakes shall be solely at those access points so designated by the Master Association. The Master Association shall have the right to deny such use to any person whom in the opinion of the Master Association, may create or participate in a disturbance or nuisance on any part of the lake. The right to reasonable use and benefit of the lakes may be subject to riparian rights of others and may be further granted to such other persons, including members of the Master Association, as may be designated by the Master Association from time to time.

4. Ingress and Egress Maintenance Easement. The Master Association hereby reserves an easement across the lakes and the margins of the lakes for ingress and egress and reasonable maintenance and care of any portion of the lakes.

5. Boundaries of Lakes. The Declarant does not warrant that property lines along lakes 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.

ARTICLE VIII
Easements

1. **Reservation of Easements.** Declarant reserves for itself, its successors and assigns, a right-of-way and easement to erect, maintain and use electric and telephone poles, wires, cables, conduits, storm sewers, drainage swales, sanitary sewers, water mains, gas, sewer, water lines or other public conveniences or utilities on, in and over the Common Areas and Common Roads.

2. **Drainage Easements.** Owners shall not obstruct or divert drainage flow from drainage easements. Declarant may cut drainways for surface waters and establish easements therefor wherever and whenever such action may appear to Declarant or Master Association to be necessary to maintain reasonable standards of health, safety and appearance. These easements include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other action reasonably necessary to install utilities and to maintain reasonable standards of health and appearance but shall not include the right to disturb any improvements theretofore erected on a property with permission of the Association, unless such improvements are restored to their condition prior to such disturbance promptly thereafter. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto an adjacent property or into sanitary sewer lines.

3. **Additional Easements.** Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and rights-of-way over the Property owned by Declarant. In addition, Declarant hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Areas or Common Roads so long as Declarant shall own any portion of the Property. The easements granted by Declarant shall not structurally weaken any improvements or unreasonably interfere with enjoyment of the Common Areas or Common Roads.

4. **Cable Television Easement.** Declarant reserves for itself, its successors and assigns an exclusive easement for the installation and maintenance of radio and television cables within Common Roads and Common Areas and the rights-of-way and easement areas referred to herein.

5. **Encroachments.** Declarant may grant individual Owners the right to encroach upon easements or Common Areas and Common Roads where necessary for the preservation of trees or the maintenance of overall aesthetics in the area.

ARTICLE IX
Rights of Mortgagees

1. **Rights of Mortgagees.** Upon written request to the Association, identifying the name and address of mortgagee, such mortgagee will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Property or any Residential Dwelling Unit on which there is a first mortgage held, insured or guaranteed by such mortgagee.

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to a first mortgage held, insured or guaranteed by such mortgagee, which remains uncured for a period of sixty (60) days.

(c) Any lapse, cancellation or material modification of any insurance policy, fidelity bond or other bond maintained by the Association.

(d) Any proposed action which would require the consent of a specified percentage of mortgage holders.

ARTICLE X
Annexation of Property

1. **Declarant's Annexation.** The Declarant shall have the right until ten (10) years from the date of recording the Declaration, from time to time and in its sole discretion, to annex to the Property and to include within this Declaration all or part of the Turtle Shores West Subsequent Phases. Such annexation shall be evidenced by a statement in writing, signed by Declarant and recorded in the public records of the county in which the Property is located.

2. **Supplemental Declarations.** Any such additions authorized in paragraph 1 above may be made by filing of record of one or more supplemental declarations with respect to the annexed property. A supplemental declaration shall contain a statement that the real property that is the subject of the supplemental declaration constitutes additional property which is to become a part of the Property subject to this Declaration. Such supplemental declaration shall become effective upon being recorded in the public records of the county in which the Property is located.

3. **Effect of Annexation.** In the event that any additional property is annexed to the Property pursuant to the provisions of this Article, then such lands shall be considered within the definition of Property for all purposes of this Declaration and each Owner of a Unit shall be a Class A member and the votes of Class A and Class B members shall be adjusted accordingly. In the event that the Turtle Shores West Subsequent Phases are not annexed as provided herein, this Declaration shall not be construed as a lien, encumbrance or defect on said lands.

4. **Additional Declarations.** Declarant intends, as the Property is developed and offered for sale, to subject portions thereof to specific Declarations of Covenants and Restrictions, or to the Declarations of Condominium Ownership which apply only to the portion as defined and described in each such declaration. Such additional Declarations of Covenants or Condominiums shall be subject to the provisions hereof so that Turtle Shores West Community remains an integrated development.

ARTICLE XI
Reconstruction or Repair after Casualty

1. **Restoration and Repair.** In the event that any portion of the Common Areas or Common Roads is damaged or destroyed by casualty, it shall be repaired or restored to substantially its condition prior to the damage or destruction by the Association.

2. **Insurance Proceeds.** Repair or reconstruction of the Common Areas or Common Roads shall be substantially in accordance with the plans and specifications pursuant to which the same was originally construed. All insurance proceeds shall be applied to the restoration and repair. If the insurance proceeds are insufficient, the deficit shall be assessed against all Owners as a special assessment. If there is a surplus of insurance proceeds, it shall become the property of the Association.

ARTICLE XII
Restrictions Affecting Residential Lots

1. **Residential Uses.** Each of the numbered lots in the Property shall be residential lots and used only for single-

family dwellings (the "Residential Lots"). All provisions and requirements of the zoning code applicable thereto as the same now exists shall be applicable to each Residential Lot. No business or commercial building may be erected on any Residential Lot and no business may be conducted on any part thereof except that, until initial single-family dwellings have been constructed on all of the Residential Lots and each of the improved Residential Lots has been sold to an ultimate user, the owner of such Residential Lot and Declarant shall have the right to maintain construction offices, temporary sales offices, models, entrance signs, and sales and builders signage within the Property.

2. Location of Structures. The location of all structures (including buildings, fences and walls) and shrubbery placed upon any Residential Lot shall comply with the requirements of all zoning and building ordinances applicable thereto.

3. Structures to be Approved by the Association. No building, structure, tower, satellite dishes, antennae or fence (including chain link fences) (collectively, "Structure") shall be erected, placed or altered on any Residential Lot except those initially constructed by the Declarant until the building plans, specifications, and site plans showing the location of such Structure has been approved in writing by the Association as to the quality, exterior materials and conformity and harmony of exterior design with existing improvements, and as to the location of the Structure with respect to the topography and finish grade elevation. In the event the Association fails to approve or disapprove such design or location within thirty (30) days after complete plans and specifications therefor have been delivered to the Association, such approval will not be required and this covenant will be deemed to have been complied with.

4. No Sheds, Shacks or Trailers. No shed, shack, mobile home, trailer, tent, or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Residential Lot.

5. No Offensive Activities. No illegal, obnoxious, or offensive activity nor any nuisances whatever shall be permitted or carried on in any part of the Property, nor shall anything be permitted to be done thereon which may become an annoyance to the neighborhood. No trash, garbage, rubbish, debris, waste material or other refuse shall be deposited or allowed to accumulate on any part of the Property. No garage or other out-building shall be used as a residence and no enclosed garage area shall be converted into living space.

6. Exterior Maintenance. Each Owner shall be responsible for the maintenance of the landscaping and 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 improvements painted and in good repair. The color scheme of the original structure shall not be changed without approval of the Association.

7. Pets. No animals or bird shall be kept in the Property for any commercial or breeding purpose. Not more than two (2) domestic animals may be kept on a single Residential Lot as domestic pets for the pleasure of the occupants. If, in the opinion of the Association, any animal or animals becomes dangerous or becomes an annoyance in the neighborhood or to nearby property or destructive of wildlife, the Association shall have the right to require that such offending animals be removed and not allowed on the Residential Lot. Birds and rabbits shall be kept caged at all times.

8. Clotheslines. No clothes or laundry shall be hung where the same are visible from any street.

9. Parking. No vehicle shall be parked on any Residential Lot or street in the Property unless the same is operable on the highways of Florida and has a current state license tag. No repair work shall be performed on any vehicle except minor repairs which are completed within a two-hour duration. No boat, recreation vehicle, truck or the like shall be parked except in areas completely screened from view of the streets and all other Residential Lots.

10. Amendments or Additional Restrictions. Declarant shall have the right to:

(a) amend these covenants and restrictions, but all such amendments shall conform to the general purposes and standards of the covenants and restrictions herein contained;

(b) amend these covenants and restrictions to comply with the requirements of the United States Department of Housing and Urban Development or Veterans' Administration;

(c) amend these covenants and restrictions for the purpose of curing any ambiguity in or inconsistency between the provisions contained herein;

(d) to include in any contract or deed or other instrument hereafter made any additional covenants and restrictions applicable to the said land which do not lower the standards of the covenants and restrictions herein contained;

PROVIDED, HOWEVER, any amendments or additions to these covenants and restrictions shall comply with the requirements of the United States Department of Housing and Urban Development or Veterans Administration.

Declarant shall have the right to release any building plot from any part of the covenants and restrictions which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereof relating thereto) if Declarant determines such violation to be a minor or insubstantial violation.

11. Signs. No sign shall be displayed upon any Residential Lot except "FOR RENT" or "FOR SALE" signs, which signs may refer only to particular premises on which displayed, and shall be of materials, size, height and design approved by the Association. The Association may enter upon any building plot and summarily remove any signs which do not comply with the provisions of this paragraph.

12. Trees. No tree four (4) inches or more in diameter measured at a point two (2) feet above the average height of the ground at the base, nor any species of oak of any size, may be removed without the specific prior approval of the Association.

13. Easements. The Declarant, for itself and its successors and assigns, reserves the right, privilege and easement over and under all easement areas shown on the Plat and over and under the five (5) foot strip of land at the rear of each Residential Lot and, except on Residential Lots which are used for the construction of townhouses, along the side line of each Residential Lot, to erect, maintain, and use electric and telephone wires, cables, conduits, water mains, drainage lines or drainage ditches, sewer and other suitable equipment for drainage and sewage disposal purposes or for the installation, maintenance, transmission and use of electricity, gas, telephone, lighting, heating, water, drainage, sewage, and other conveniences or utilities. The owners of the Residential Lots subject to the privileges and rights and easements referred to in this paragraph shall acquire no right, title and interest in and to wires, cables, conduits, pipes, mains or lines to other equipment and

facilities placed on, over, or under property which is subject to said privileges, rights and easements. In the event that any Residential Lot is subdivided, easements described herein as well as the side line restriction provided for herein shall be deemed to exist on each side of the new Residential Lot thus created and the former easements and side line restrictions shall cease to be effective as to such resubdivided Residential 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 Residential 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 Declarant at the cost of the owner of said Residential Lot.

14. Precedence. Where these covenants and restrictions are more stringent than those imposed by any governmental agencies, these covenants and restrictions shall prevail.

15. Legal Action and Violation. If any person or entity violates or attempts to violate any of these covenants and restrictions, any person or persons owning any Residential Lot and the Association or any of them may, upon ten (10) days' written notice to the Owner of the offending Residential Lot: (a) prosecute proceedings at law for the recovery of damages against those violating or attempting to violate any of such covenants and restrictions; and (b) maintain a proceeding in equity against those so violating or attempting to violate any of such covenants or restrictions, for the purpose of preventing or enjoining all or any such violation or attempted violations. If any Structure exists on a Residential Lot or condition exists which is in violation of these covenants and restrictions, the Association shall have the right, but not the obligation, to enter upon the Residential Lot where such violation exists and summarily to abate, correct or remove the same, all at the expense of the owner of such Residential Lot, which expense (herein called "Special Assessment") shall be payable by such owner to the Association on demand, and such entry and abatement, correction or removal shall not be deemed to trespass or make the Association liable or otherwise for any damages on account thereof.

The remedies contained in this paragraph shall be cumulative of all other remedies now and hereinafter provided by law and equity.

16. Waiver. The failure of the Association to enforce any covenants or restrictions 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.

17. Attorneys' Fees. Any Owner found to be in violation of these restrictions shall be obligated to pay the reasonable attorneys' fees of the successful plaintiff in any action seeking to enforce or prevent, correct or enjoin such violation or seeking damages for the breach of these restrictions.

18. Severability. All restrictions herein contained shall be deemed to be several and independent. The invalidity of one or more or any part of one shall in no way impair the other remaining restrictions or any part thereof.

19. Rights Reserved to Declarant. Declarant shall have the right to waive compliance with these restrictions where Declarant makes a good faith determination that such violation is minor and will not cause a material disruption of the development plan contemplated hereby.

ARTICLE XIII
General Provision.

1. **Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land. This Declaration may be amended from time to time by the Association, provided that no amendment shall change Article VII, Sections 2 and 4.

2. **FHA/VA Approval.** In the event that the Turtle Shores West Community is approved by the VA and FHA or either of them and the VA or FHA guarantees or insures a mortgage on a Residential Dwelling Unit, then so long as there is a Class B membership, the following actions will require the prior approval of the FHA or the VA, as the case may be: annexation of additional properties, dedication, conveyance or mortgaging of Common Areas or Common Roads, dissolution, merger or consolidation of the Association or amendment of this Declaration.

3. **Mortgagee Approval.** If a Mortgagee has requested that the Association give it notice of proposed changes in this Declaration, such mortgage holder shall be deemed to be an "Eligible Mortgagee" and entitled to the benefits of this paragraph.

(a) An Eligible Mortgagee shall be given reasonable notice of meetings at which changes to the Declaration will be considered and shall have the right to participate in the deliberations of such meeting.

(b) Eligible Mortgagees holding mortgages on 51% of the Units that are subject to mortgages held by Eligible Mortgagees must approve any material amendment to this Declaration.

(c) Owners of 51% of the Units must approve any material amendment to the Declaration, including any expansion or annexation of subsequent phases or the withdrawal of any property from the Turtle Shores West Community.

(d) Any amendment to the Declaration shall be deemed material if the same is included within the definition of material amendments proscribed by Federal National Mortgage Insurance Corporation.

(e) Failure of an Eligible Mortgagee to respond to a written proposal for an amendment within 30 days after it receives proper notice of the proposal by certified or registered mail, with return receipt requested, shall be deemed to be approved.

ARTICLE XIV
Dune Home Lots

Lots 1 through 45 of Turtle Shores West Unit 1 are designated as "Dune Lots." Declarant hereby grants to each Owner of a Dune Lot on which a dwelling unit has been constructed which is located less than five (5) feet from a side lot line, an easement for ingress and egress over the Residential Lot adjacent to said side lot line, which easement shall be five (5) feet in width and shall encircle the building on the Residential Lot. The easement shall be for: (a) the ordinary and reasonable maintenance and upkeep of the Residential Dwelling Unit and shrubbery on the Residential Lot benefited by this grant of easement; (b) encroachments created by construction, settling and overhangs, including plants and shrubbery, screen and trellis supports, and patio enclosure walls for the Residential Dwelling Unit; and (c) the installation, maintenance and use of drainage swales. The Owner of a Residential Dwelling Unit subject to this easement shall not obstruct or divert the drainage flow from the drainage swales nor place any construction or other improvements within the easement area without the prior written consent of

Declarant. The easement hereby granted shall be appurtenant to and shall pass with the title to the Residential Dwelling Unit benefited by the easement hereby granted, whether or not said easement shall be referred to in any deed conveying title to any Residential Dwelling Unit or any mortgage encumbering said Residential Dwelling Unit. In the event any Residential Dwelling Unit is partially or totally destroyed and then rebuilt, the Owners of the adjoining Residential Lots agree that minor encroachments created by reconstruction shall be permitted and that a valid easement for such encroachments for the maintenance thereof shall exist.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 4th day of May, 1988.

Signed, sealed and delivered in the presence of:

Barbara A. Thomas
Patricia A. Brown

SUMMERHOMES INCORPORATED,
a Florida Corporation

By [Signature]
its President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 4th day of May, 1988, by Charles H. Brown, Jr., the President of SUMMERHOMES INCORPORATED, a Florida corporation, on behalf of the corporation.

Lou Anne Lewis
Notary Public, State and County
aforesaid

My Commission expires: May 15, 1991
(Notarial Seal)

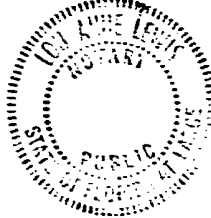


EXHIBIT "A"

O.R. 782 PG 0036

PARCEL "A"

A portion of Sections 17 and 18, Township 6 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows: BEGIN at the Southeast corner of said Section 18, also being the Southeast corner of Official Records Volume 664, Page 1089 of said current Public Records; thence South $89^{\circ}15'41''$ West along the line dividing said Section 18 and Section 19, also being the Southerly line of said Official Records Volume 664, Page 1089, a distance of 296.90 feet; thence Northwesterly along the Southwesterly boundary of Official Records Volume 664, Page 1089, and along the Southwesterly boundary of Official Records Volume 646, Page 825, both of the Public Records of said County, run the following two courses and distance: Course No. 1: North $45^{\circ}44'41''$ West, 726.03 feet; Course No. 2: North $71^{\circ}46'04''$ West, 791.94 feet to the Westerly boundary of said Official Records Volume 646, Page 825; thence Northeasterly along said Westerly boundary of Official Records Volume 646, Page 825 and along the Westerly boundary of Official Records Volume 618, Page 686, and Official Records Volume 656, Page 1630, of said Public Records, run the following three courses and distances: Course No. 1: North $05^{\circ}18'28''$ East, 659.97 feet; Course No. 2: North $05^{\circ}20'45''$ East, 585.20 feet; Course No. 3: North $05^{\circ}20'10''$ East, 1079.34 feet; thence North $87^{\circ}17'01''$ East, 461.07 feet; thence South $42^{\circ}26'08''$ East, 140.00 feet; thence North $67^{\circ}05'32''$ East, 30.00 feet to an intersection with the arc of a curve leading Southwesterly; thence along and around the arc of a curve concave Westerly, and having a radius of 231.86 feet, an arc distance of 228.52 feet, said arc being subtended by a chord bearing and distance of South $05^{\circ}19'39''$ West, 219.38 feet to the point of tangency of said curve; thence South $33^{\circ}33'46''$ West, 70.13 feet; thence South $56^{\circ}26'14''$ East, 80.00 feet to an intersection with the arc of a curve leading Northeasterly; thence along and around the arc of a curve concave Northwesterly, and having a radius of 488.37 feet, an arc distance of 51.51 feet, said arc being subtended by a chord bearing and distance of North $30^{\circ}32'28''$ East, 51.49 feet to the point of reverse curvature of a curve leading Northeasterly; thence along and around the arc of a curve concave Southerly, and having a radius of 25.00 feet, an arc distance of 33.63 feet, said arc being subtended by a chord bearing and distance of North $66^{\circ}03'18''$ East, 31.15 feet to the point of tangency of said curve; thence South $75^{\circ}24'33''$ East, 89.76 feet to the point of curvature of a curve leading Southeasterly; thence along and around the arc of a curve concave Northerly, and having a radius of 466.55 feet, an arc distance of 219.45 feet, said arc being subtended by a chord bearing and distance of South $88^{\circ}54'31''$ East, 217.82 feet to the point of tangency of said curve; thence North $77^{\circ}35'31''$ East, 110.00 feet to the point of curvature of a curve leading Southeasterly; thence along and around the arc of a curve concave Southwesterly, and having a radius of 25.00 feet, an arc distance of 39.27 feet, said arc being subtended by a chord bearing and distance of South $57^{\circ}24'29''$ East, 35.36 feet to the point of tangency of said curve, and also being the Westerly right-of-way line of State Road No. A-1-A (a 66 foot right-of-way as now established); thence on last said line, run the following two courses and distances: Course No. 1: South $12^{\circ}24'29''$ East, 145.00 feet; Course No. 2: South $12^{\circ}54'51''$ East along said Westerly right-of-way line, 2229.66 feet; thence South $89^{\circ}15'53''$ West, 269.55 feet; thence South $00^{\circ}46'24''$ East along the line dividing said Section 17 and 18, 390.77 feet to the POINT OF BEGINNING.

Containing 84.42 acres, more or less.

EXHIBIT "A"

O.R. 782 PG 0037

PARCEL "B"

A portion of Section 18, Township 6 South, Range 30 East, St. Johns County, Florida, being more particularly described as follows: COMMENCE at the Southeast corner of said Section 18, also being the Southeast corner of those lands described in Official Records Volume 654, Page 1089 of said Current Public Records; thence North $00^{\circ}46'24''$ West, along the Southeasterly boundary of those lands described and recorded in Official Records Volume 664, Page 1089, a distance of 390.97 feet; thence North $89^{\circ}15'53''$ East continuing along said Southeasterly boundary, 269.55 feet to the Westerly right of way line of State Road No. A1A (a 66 foot right of way as now established); thence along said Westerly right of way line of State Road No. A1A run the following three (3) courses and distances: Course No. 1; North $12^{\circ}56'49''$ West, 2229.66 feet to an angle point in said right of way line; Course No. 2; thence North $12^{\circ}24'29''$ West, 1511.59 feet to the Northerly line of those lands described and recorded in Official Records Volume 656, Page 1630 of the Public Records of said County, (also being the Southerly line of lands described in Official Records Volume 576, Page 146 of said Public Records) said point also being the POINT OF BEGINNING; Course No. 3; thence North $12^{\circ}24'29''$ West, along said Westerly right of way line of State Road No. A-1-A, a distance of 1161.49 feet; thence South $89^{\circ}18'05''$ West, 650.42 feet, to an intersection with the Westerly line of the U.S. Government Land Office meander of said Section 18, (and the Westerly line of lands described in Official Records Volume 576, Page 146 of the Public Records of said County); thence South $04^{\circ}20'54''$ East, along last said line, a distance of 1141.61 feet to the Northerly line of those lands described and recorded in Official Records Volume 656, Page 1630 of the Public Records of said County (also being the Southerly line of lands described in Official Record Volume 576, Page 146 of said Public Records) thence North $89^{\circ}09'44''$ East, along last said line, 813.47 feet to said Westerly right of way line of State Road No. A1A and the POINT OF BEGINNING.

Containing 19.13 acres more or less.

MORTGAGEE CONSENT

The undersigned, Florida National Bank, a corporation organized and existing, was named as a mortgagee in a certain Official Record Volume 278, page 1842, of the public records of Duval County, Florida, and in the execution thereof for the purpose of consenting to the declaration of dividends, distributions and restrictions for Florida National Bank.

Babette M. Aylmer
Diane R. Kelt

[Signature]
[Illegible text]

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 5th day of May, 1968, by Frieda B. Brown, the A.L. President of _____ corporation, on behalf of the corporation.

Babette M. Aylmer
Notary Public, Duval and County
atresand

My Commission expires:

(Notarial Seal)

FILED AT _____
COUNTY OF _____
FLORIDA

MAY 10 AM 9 33

[Signature]
[Illegible text]

89 3500

MODIFICATION OF
DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
TURTLE SHORES WEST UNIT 1

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, Summerhomes Incorporated, a Florida corporation (the "Declarant"), has heretofore imposed certain covenants, conditions and restrictions on the real property known as Turtle Shores West Unit 1, which covenants, conditions and restrictions are set forth in instrument recorded in Official Records Volume 782, page 0919, of the public records of St. Johns County, Florida (the "Covenants"); and

WHEREAS, Declarant has reserved the right to amend the Covenants from time to time for the purpose of curing any ambiguity in and/or inconsistency between the provisions therein and to make other amendments which conform to the general purpose of the Covenants; and

WHEREAS, Declarant has determined that the description of the easements provided for in Article XII, paragraph 13, and Article XIV of the Covenants may not clearly state the intention of Declarant in imposing such easements.

NOW, THEREFORE, for the purpose of clarifying the description of the easements described in Article XII, paragraph 13, and Article XIV of the Covenants, Declarant hereby modifies the Covenants in the following respects:

1. Article XII, paragraph 13, is amended to provide that the easement therein described shall not apply to the Dune Lots described in Article XIV.

2. Article XIV is amended so that the second sentence thereof reads in its entirety as follows:

"If a Residential Dwelling Unit is constructed nearer than five (5) feet to the side lot line of any Dune Lot, Declarant hereby grants to the Owner of such Dune Lot an easement over so much of the adjacent Residential Lot as may be necessary to provide a five (5) foot strip of land as measured from the foundation of such Residential Dwelling Unit.

3. The Declaration of Covenants, Conditions and Restrictions for Turtle Shores West Unit 1, as modified hereby, is ratified and confirmed and shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has executed these presents as of the 22 day of January, 1989.

Signed, sealed and delivered
in the presence of:

SUMMERHOMES INCORPORATED,
a Florida corporation

[Signature]
Brian K. DeLoe

By *[Signature]*
its President

RECORD AND RETURN TO:

THIS INSTRUMENT WAS RECORDED BY:
JAMES S. TAYLOR of
→ OLIVER, MURPHY & TAYLOR
P.O. BOX 472
1800 FIRST UNION BUILDING
JACKSONVILLE, FLORIDA 32202

STATE OF FLORIDA
COUNTY OF DUVAL

Attest The foregoing instrument was acknowledged before me this
day of January, 1989, by Gregory E. Mahon
the Executive Vice President of SUMMERHOMES INCORPORATED, a Florida
corporation, on behalf of the corporation.

Gregory E. Mahon
Notary Public, State and County
aforesaid

My Commission expires:

(Notarial Seal)

09 FEB -9 AM 8:55

John E. Mahon
CLERK OF DISTRICT COURT

Return to:

This instrument was prepared by
A. Hamilton Cooke
Uleer, Murchison, Ashby & Taylor
P.O. Box 479
Jacksonville, Florida 32202

91 13894

MORTGAGE

This Mortgage made as of the first day of February, 1991, by J. LEIGHTON MIDDLETON and TEDRA H. MIDDLETON, his wife (the "Mortgagor"), and HASTINGS POTATO GROWERS ASSOCIATION, a Co-Operative Agricultural Association existing under the laws of the State of Florida (the "Mortgagee").

WITNESSETH:

Mortgagor is indebted to Mortgagee for the principal sum of TWO HUNDRED THOUSAND DOLLARS (\$200,000.00), as evidenced by a promissory note (the "note") of even date herewith, together with interest as provided in the note. Principal and interest are payable as provided in the note hereinbefore referenced.

NOW, THEREFORE, to secure the payment of the note and the performance of the covenants and agreements hereinafter contained, Mortgagor does hereby grant, convey and mortgage unto Mortgagee the following described property in St. Johns County, Florida:

Land, situate, lying and being in the County of St. Johns, State of Florida, lands in the Northeast $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ and North $\frac{1}{4}$ of Northeast $\frac{1}{4}$ of Section 17, Township 9 South, Range 28 East, to-wit:

Commencing at the Northwest corner of the lands of William Pellicer where the same adjoins the Right-of-Way of the Florida East Coast Railway, and running Westerly parallel with said Right-of-Way to a point where such right of way forms a conjunction with the public road leading from the Town of Hastings at or near the Northeast corner of which is commonly known as Flagler Farm, running thence Easterly along North side of said public road to the Southwest corner of the lands of said William Pellicer; thence Northerly to the POINT OF BEGINNING. Said lands as above described being triangular in form.

EXCEPTING THEREFROM the lands lying East of Cypress Branch as conveyed to the State Board of Education by deed recorded in Deed Book 162, page 105, of the public records of St. Johns County, Florida and being further set forth in deed to the Trustees of the Internal Improvement Fund of the State of Florida as recorded in Official Records Book 189, page 190 of the said public records.

The lands herein described are bounded on the North by the Florida East Coast Railway Right-of-Way as presently established; on the South by County Road No. 13, as presently established; and on the East by Cypress Creek.

Together with all structures and improvements now or hereafter on said property and the fixtures attached thereto, and all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof, and also all the estate, right, title, interest, claim and demand whatsoever, as well as in law as in equity, of the Mortgagor in and to the same, and together with all gas, steam, electric, water, heating, cooking, refrigerating, lighting, plumbing, ventilating, irrigating and power systems, machines, appliances, fixtures and appurtenances which are now or hereafter may pertain to or be used or useful in or on the premises; and also all buildings, improvement or construction materials, supplies and equipment now located on or hereafter delivered to the premises for installation or use in improvements thereon, and all rights and interests of the Mortgagor in plans and specifications relating to any improvements on the premises and all licenses and permits

DocuSign
\$400.00
Intangible Tax Pd.
Carl "Bud" Mirel, Clerk St. Johns
County By: 180

any improvements on the premises and all licenses and permits relating to the construction or operation of any improvement thereon.

(All of the foregoing, whether consisting of real property or personal property or of both real property and personal property, is hereinafter for convenience called the "mortgaged property.")

TO HAVE AND TO HOLD the said mortgaged property unto the Mortgagee, in fee simple.

AND MORTGAGOR does hereby fully warrant the title to the said mortgaged property and will defend the same against the lawful claims of all persons whomsoever.

AND MORTGAGOR further covenants with Mortgagee as follows:

1. To pay when due all indebtedness evidenced by the note.
2. To pay when due all taxes, assessments and other charges levied or assessed against the mortgaged property and produce receipts therefor upon demand. To immediately pay and discharge any claim, lien or encumbrance against the mortgaged property which may be or become superior to this mortgage (unless specifically excepted herein) and to permit no default or delinquency on any lien, encumbrance or charge against the mortgaged property.
3. To pay all taxes, stamp tax, or other charge which may be assessed upon this mortgage, or the note, or indebtedness secured hereby, without regard to any law heretofore or hereafter enacted imposing payment of all or any part thereof upon Mortgagee. In event of enactment of any law imposing payment of all or any portion of any such taxes upon Mortgagee, or the rendering by any court of last resort of a decision that the undertaking by Mortgagor to pay such tax or taxes is legally inoperative, then, unless Mortgagor nevertheless pays such taxes, all sums hereby secured, without any deduction, shall at the option of Mortgagee become immediately due and payable, notwithstanding anything contained herein or any law heretofore or hereafter enacted.
4. To keep the mortgaged property insured against loss or damage by fire and such other hazards in form and amounts, and for such periods, as may be required by the Mortgagee, and to pay promptly when due all premiums on such insurance. All insurance shall be carried in companies approved by the Mortgagee and the policies and renewals thereof shall be held by the Mortgagee, and shall have attached thereto loss payable clauses in favor of, and in a form acceptable to the Mortgagee. In the event of loss, the Mortgagor shall give immediate notice to the Mortgagee, and the Mortgagee may make proof of loss if not promptly made by Mortgagor. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to the Mortgagee instead of to the Mortgagor and the Mortgagee jointly. The Mortgagee may, at its option, apply the insurance proceeds or any part thereof either to the reduction of the indebtedness hereby secured, or to the restoration or repair of the mortgaged property. Upon foreclosure of this mortgage, or other acquisition of the mortgaged property or any part thereof by the Mortgagee, said policies shall become the absolute property of the Mortgagee.
5. To first obtain the written consent of Mortgagee, such consent to be granted or withheld at the sole discretion of such Mortgagee, before (a) removing or demolishing any building now or hereafter erected on the mortgaged property, (b) altering the arrangement, design or structural character thereof, or (c) making any repairs which involve the removal of structural parts or the exposure of the interior of such building to the elements.
6. To maintain the mortgaged property in good condition and repair, including, but not limited to, the making of such repairs

as Mortgagee may from time to time determine to be necessary for the preservation of the same; to commit, suffer or permit no waste thereof.

7. To comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the mortgaged property and not to suffer or permit any violation thereof.

8. If the Mortgagor fails to pay any claim, lien or encumbrance which is superior to or in parity with this mortgage, or to pay when due any tax or assessment or insurance premium, or to keep the premises in repair, or shall commit, suffer or permit waste, or if there be commenced any action at law or equity or any proceeding affecting the mortgaged property or the title thereto, the Mortgagee, at its option, may pay said claim, lien, encumbrance, tax, assessment or premium, may make such repairs and take such steps as it deems advisable to prevent or cure such waste, and may appear in any such action or proceeding and retain counsel therein, and take such action as the Mortgagee deems advisable, and for any of said purposes, the Mortgagee may advance such sums of money, including all costs, reasonable attorneys' fees and other items of expense as it deems necessary. Nothing herein contained shall be construed as requiring the Mortgagee to advance monies for any of the purposes aforesaid, and the advance of such monies for such purposes shall in no wise waive or affect the Mortgagee's right of foreclosure of any other right or remedy hereunder. Mortgagor will pay to Mortgagee, immediately and without demand, all sums of money advanced by Mortgagee pursuant to this paragraph, including all costs, reasonable attorneys' fees and other items of expense, together with interest on each such advancement at the maximum rate permitted by law, and all such sums and interest thereon shall be secured hereby.

9. In the event any of the mortgaged property consists of personal property, the Mortgagor shall keep such personal property, and any renewals, replenishments or replacements thereof on the premises where it is now located and shall not remove any portion thereof without the Mortgagee's consent.

10. To further secure the payment of the indebtedness hereinabove described, and the performance of all other covenants contained in this mortgage, the Mortgagor hereby assigns, transfers and sets over to the Mortgagee;

a. Any and all judgments, awards of damages and settlements hereafter made, resulting from condemnation proceedings or the taking of the mortgaged property, or any part thereof, under power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the mortgaged property or the improvements thereon or any part thereof, or to any rights appurtenant thereto, including any award for change of grade of streets. Mortgagee may apply all of such sums, or any part thereof, to the payment of its cost, expenses and attorneys' fees, and on the indebtedness secured hereby in such manner as Mortgagee elects, or, at its option, the entire amount or any part thereof so received may be released.

b. All rents, issues and profits of said mortgaged property from time to time accruing, whether under leases or tenancies now existing or hereafter created, and the Mortgagee shall, upon any default of the Mortgagor hereunder, have the right at its option to receive and receipt therefor and to apply the same as it may elect to any indebtedness secured hereby. In the event the Mortgagor should assign the rents, issues, and profits, or any part thereof, to any person other than the Mortgagee, without first obtaining the consent of the Mortgagee, then the entire principle sum secured hereby

shall, at the option of the Mortgagee, become immediately due and payable.

11. If default occurs in performance of any of Mortgagor's obligations, (a) all of the indebtedness secured hereby shall become and be immediately due and payable, at the option of the Mortgagee, without notice or demand which are hereby expressly waived, in which event Mortgagee may avail itself of all rights and remedies at law or in equity, and this mortgage may be foreclosed, and Mortgagor shall pay all costs and expenses thereof, including the cost of securing abstracts or other evidence of the status of title to the mortgaged property and reasonable attorneys' fees; (b) Mortgagee is authorized without notice, in its sole discretion, to enter upon and take possession of the premises or any part thereof, to perform any acts Mortgagee deems necessary or proper to conserve the security and to collect and receive all rents, issues and profits thereof, including those past due as well as those accruing thereafter; (c) Mortgagee shall be entitled, as a matter of strict right and without regard to the value or adequacy of the security, or solvency of Mortgagor, to have a receiver appointed to enter upon and take possession of the premises, collect the rents and profits therefrom and apply the same as the courts may direct, such receiver to have all the rights and powers permitted by law; and (d) Mortgagee or the receiver may also take possession of, and for these purposes use, any and all personal property contained in the premises and used by the Mortgagor in the operation, rental or leasing thereof, or any part thereof. The expense (including receiver's fees, attorneys' fees, costs and agent's compensation) incurred pursuant to the power herein contained shall be secured hereby. Mortgagee shall (after payment of all costs and expenses incurred) apply such rents, issues and profits received by it on the indebtedness secured hereby in such order as Mortgagee determines. The right to enter and take possession of said property, to manage and operate the same, and to collect the rents, issues and profits thereof, whether by a receiver or otherwise, shall be cumulative to any other right or remedy hereunder or afforded by law, and may be exercised concurrently therewith or independently thereof. Mortgagee shall be liable to account only for such rents, issues and profits actually received by Mortgagee.

12. No delay by Mortgagee in exercising any right or remedy hereunder, or otherwise afforded by law, shall operate as a waiver thereof or preclude the exercise thereof during the continuance of any default hereunder. No waiver by Mortgagee of any default shall constitute a waiver of, or consent to subsequent defaults.

13. In addition to all other indebtedness secured by the lien of this mortgage, this mortgage shall secure also and constitute a lien on the mortgaged property for all future advances made by the Mortgagee to Mortgagor within twenty (20) years from the date hereof to the same extent as if such future advances were made on the date of the execution of this mortgage. Any such advances may be made at the option of the Mortgagee. The total amount of the indebtedness that may be secured by this mortgage may increase or decrease from time to time, but the total unpaid balance secured at any one time by this mortgage shall not exceed a maximum principal amount of twice the principal amount stated in the note, plus interest thereon and any disbursements made by Mortgagee for the payment of taxes, levies or insurance on the property encumbered by this mortgage, with interest on such disbursements.

14. Without affecting the liability of any person (other than any person released pursuant to the provisions of this paragraph) for the payment of any indebtedness secured hereby, and without affecting the priority or extent of the lien hereof upon any property not specifically released pursuant hereto, Mortgagee may at any time and from time to time, without notice and without limitations as to any legal right or privilege of Mortgagee (a) release any person liable for payment of any indebtedness secured hereby; (b) extend the time or agree to alter the terms of payment

of any of the indebtedness; (c) accept additional security of any kind; (d) release any property securing the indebtedness; or (e) consent to the creation of any easement on or over the mortgaged property or any covenants restricting use or occupancy thereof.

15. Any agreement hereafter made by Mortgagor and Mortgagee pursuant to this mortgage shall be superior to the rights of the holder of any lien or encumbrance which is subordinate hereto.

16. Mortgagor hereby waives all right of homestead or other exemption in the property subject to this mortgage.

17. The mailing of written notice or demand addressed to the Mortgagor at the last address actually furnished to the Mortgagee, or at the mortgaged property, and mailed, postage prepaid, by United States mail, shall be sufficient notice or demand in any case arising under this instrument and required by the provisions hereof or by law.

18. The covenants and agreements herein contained shall bind and the benefits and advantages shall inure to the respective heirs, executors, administrators, successors and assigns of the parties hereto. All covenants, agreements and undertakings shall be joint and several.

19. This mortgage is intended to serve as a security agreement with respect to all personal property described herein as part of the mortgaged property and default hereunder shall entitle Mortgagee to the rights and remedies provided by the Uniform Commercial Code, as adopted in Florida. Mortgagor agrees to execute and record such financing statements as Mortgagee may from time to time request in order to perfect or extend the security interest granted and created hereby in said personal property.

IN WITNESS WHEREOF the Mortgagor has executed this instrument under seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

Martin G. Turner

W. W. Clifton

J. Leighton Middleton (SEAL)
J. Leighton Middleton

Tedra H. Middleton (SEAL)
Tedra H. Middleton

"Mortgagors"

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this
19th day of February, 1991, by J. Leighton Middleton and Tedra
H. Middleton. April

W. W. Clifton
Notary Public, State of Florida
at Large.

My Commission expires:
Notary Public, State of Florida
My Commission Expires Jan. 27, 1995
Notary Public, State of Florida

NOTARY PUBLIC
ST. JOHNS COUNTY, FLA.

91 MAY 31 AM 11:42

-5-

CLERK OF CIRCUIT COURT

**AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR TURTLE SHORES WEST UNIT 1**

This Amendment to Declaration of Covenants, Conditions and Restrictions for Turtle Shores West Unit 1 is made effective the 20 day of MAY, 1991, by TURTLE SHORES OWNERS ASSOCIATION, INC., a Florida corporation not for profit (the "Association").

RECITALS:

A. The Declaration of Covenants, Conditions and Restrictions Turtle Shores West Unit 1 has been recorded in Official Records Book 782, at page 19, as modified by Modification of Declaration of Covenants, Conditions and Restrictions Turtle Shores West Unit 1, recorded in Official Records Book 811, at page 159, both of the current public records of St. Johns County, Florida (together the "Declaration").

B. The Association represents all of the Owners as such term is defined by the Declaration; and

C. The Association and the Owners desire to amend the Declaration, and pursuant to Article XIII of the Declaration, Owners of sixty-seven percent (67%) of the Units have approved the amendment to the Declaration hereinafter set forth.

NOW THEREFORE, in consideration of the premises, the Association hereby amends the Declaration as follows:

1. Article XII of the Declaration is hereby amended by adding the following Section 20 thereto:

20. Leasing Restrictions. No Unit shall be leased or subleased for a term of less than ninety-one (91) consecutive calendar days.

2. All defined terms contained in this Amendment shall have the same meaning as such terms are defined by the Declaration.

3. Except as specifically amended hereby, the Declaration shall remain in full force and effect as executed and amended prior to the date hereof.

Refer to:
THOMAS M. JEANES
LUPAL & METCALF
3301 INDEPENDENT SQUARE
JACKSONVILLE, FLORIDA 32202

IN WITNESS WHEREOF, the Association has duly executed this amendment on the date and year first above written.

Signed, sealed and
delivered in the
presence of:

Springfield
Anna Lisa Gray

TURTLE SHORES OWNERS
ASSOCIATION, INC., a Florida
corporation not for profit

By: *Vernon M. Daniels*
VERNON M. DANIELS
Its: President

[CORPORATE SEAL]

STATE OF FLORIDA)
COUNTY OF FL)

The foregoing instrument was acknowledged before me this 21st
day of MAY, 1991, by Vernon M. Daniels,
the President of TURTLE SHORES OWNERS ASSOCIATION, INC., a
Florida corporation not for profit, on behalf of the corporation.

Kurt B. Hall
NOTARY PUBLIC, State of Florida
at Large.

My Commission Expires:

9/30/94

MISC308

RECORDS OF
ST. JOHNS COUNTY, FLA

91 MAY 31 AM 11:45

Carl B. Munkel
CLERK OF CIRCUIT COURT
-2-

