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This Amended and Restated Declaration contains substantial Rewording.
See Book 5690 Page 1503, of the Public Records of St. Johns County, Florida for current text

**AMENDED AND RESTATED
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR CAPTAIN'S POINTE**

This Amended and Restated Declaration of Covenants and Restrictions for Captain's Pointe ("Declaration") is made effective June 21, 2023, by the Captain's Pointe Service Corporation, Inc., a Florida not for profit corporation ("Captain's Pointe").

RECITALS

- A. On or about December 1987, the original Declaration of Restrictions was recorded in Official Records Book 766 at Page 219 of the current public records of St. Johns County, Florida ("Original Declaration").
- B. On or about April 2001, Captain's Pointe approved and recorded an amendment to the Original Declaration at Book 1586, Page 1066, of the current public records of St. Johns County, Florida ("First Amendment").
- C. On or about August 2016, Captain's Pointe approved and recorded an amendment to the Original Declaration at Book 4246, Page 1518, of the current public records of St. Johns County, Florida ("Second Amendment").
- D. On or about January 5, 2023, after the Original Declaration, First Amendment and Second Amendment (collectively "Lapsed Documents") lapsed pursuant to Florida's Marketable Record Title Act, Captain's Pointe revitalized the Lapsed Documents and recorded the Revived Declaration of Covenants and Restrictions for Captain's Pointe Service Corporation, Inc. ("Revived Declaration"), at Official Records Book 5690, Page 1503, in the current public records of St. Johns County, Florida.
- E. The Revived Declaration can be difficult to read and interpret and Captain's Pointe desires to restate the Revived Declaration and Lapsed Documents in a single document, to reorder some of the provisions, to remove references to the original developer, to make it easier to locate related provisions and to eliminate any inconsistencies or ambiguities.
- F. Pursuant to paragraph 15.01 of the Revived Declaration, seventy-five (75%) percent of the current owners of all lots or tracts within the Captain's Pointe community approved this Amended and Restated Declaration of Covenants and Restrictions for Captain's Pointe.

NOW, THEREFORE, Captain's Pointe hereby amends and restates all provisions of the Revived Declaration as follows:

Article I - Captain's Pointe Community

- 1.01 This Declaration contains covenants, restrictions and limitations that are intended to be and shall be taken as covenants running with the land, as more particularly described below in this Declaration, all of which restrictions and limitations are intended to be and shall be taken as a consideration for any agreement for deed of conveyance or lease hereafter made.

- 1.02 The real property which is and shall be held, transferred, sold, conveyed and occupied subject to covenants, restrictions, easements, charges, assessments and liens set forth in this Declaration is located in St. Johns County, Florida, to wit:

A parcel of land lying in Government Lots 1 and 2, Section 17, Township 8 South, Range 30 East, as recorded on Official Records Books 531, Page 306, Public Records of St. Johns County, Florida.

(hereinafter also referred to as the "lots" or "said lots") and said lots can also be identified in Map Book 19, Pages 61-62, of the Official Public Records of St. Johns County, Florida (the "Plat Map"). The Plat Map demonstrates the boundaries of the Captain's Pointe community.

- 1.03 Every person or entity who is a record owner of a fee or undivided fee interest in any lot identified on the Plat Map, whether acquired by purchase, gift, conveyance, or transfer by operation of law, or otherwise, shall be, by virtue thereof, bound by and subject to terms of this Declaration, the Articles of Incorporation and By-Laws of Captain's Pointe as they may exist (and be amended) from time to time, and a member of Captain's Pointe, a homeowners association as defined by Chapter 720 of the Florida Statutes, as amended. Captain's Pointe is responsible for managing and enforcing this Declaration, the Articles of Incorporation and By-Laws of Captain's Pointe as they may exist (and be amended) from time to time, and the standards set forth therein for the Captain's Pointe community.
- 1.04 Captain's Pointe shall be governed by a Board of Directors, which shall be appointed, designated or elected, as the case may be, as set forth in the Articles of Incorporation and Bylaws. The operation of Captain's Pointe shall be governed by the By-Laws of Captain's Pointe, which is recorded in the public records of St. Johns County, Florida, Book 5690, Page 1534, and by all modifications and amendments thereto. No modification or amendment to the By-Laws of Captain's Pointe shall be valid unless set forth in or annexed to a duly recorded amendment to the By-Laws in accordance with the formalities set forth therein. The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall change anything in this Declaration pertaining to the amount and fixing of assessment fees.
- 1.05 Each member of Captain's Pointe shall be entitled to one (1) vote for each lot owned by said member on matters that are to be decided by the membership of Captain's Pointe pursuant to this Declaration, the Articles of Incorporation, By-Laws of Captain's Pointe as they may exist (and be amended) from time to time, and Florida law. In the event a lot is owned by more than one (1) person, firm or corporation, the membership relating thereto shall nevertheless have only one (1) vote which shall be exercised by the owner or person designated in writing by the owner to Captain's Pointe as the person entitled to cast the vote for the membership concerned. Notwithstanding anything else to the contrary set forth herein, any person or entity that holds an ownership interest merely as a security for the performance of an obligation shall not be deemed to be a member of Captain's Pointe.

Article 2- Setback Restrictions

- 2.01 No building shall be erected on any of said lots nearer than twenty-five (25) feet to the front lot lines of said lots, nor nearer than eight (8) feet to any interior side lot line nor nearer than ten (10) feet to the rear lot lines of said lots, except that on corner lots no structure shall be permitted nearer than twenty-five (25) feet to the front line of said corner lot, nor nearer than twenty (20) feet to the side street line. Swimming pools, with or without

enclosures may not be erected or placed on the lots unless and until their location and architectural and structural design have been approved in writing by Captain's Pointe. For the purpose of this covenant, any portion of a building on a lot shall not be permitted to encroach upon another lot or easement.

- 2.02 When two (2) or more lots are used as one (1) building site the setback restrictions set forth in paragraph 2.01 above shall apply and the dwelling shall occupy both lots.

Article 3- Residential Sites and Building Size Restrictions

- 3.01 None of said lots shall be divided or subdivided unless divided portions of said lots be used to increase the size of an adjacent lot or the adjacent lots as platted. Divided portions of lots must extend from fronting street line or existing rear property line.
- 3.02 No outbuilding shall exceed a size of 10 ft x 10 ft exclusive of the attached garage or carport either of which shall conform generally in architectural design and setback requirements as set forth in this Declaration. Exterior materials of any outbuilding must be similar to the main structure and shall be subject to the review and written approval of the Architectural Design Committee.
- 3.03 Every structure placed on any lot shall be constructed from new material, unless the use of other than new material therefore shall have received the written approval of the Architectural Design Committee.
- 3.04 No residence shall be constructed or maintained which shall have a ground floor area of less than 1200 SF. For purposes of computing the square footage above, areas shall be exclusive of porches, patios, garages, provided, however, that with the written consent of the Architectural Design Committee, the minimum ground floor area of any home may be reduced by not more than 50 sq. ft. if such reduction, in the opinion of the Committee, would not be detrimental to the appearance of such home and to the subdivision.

Article 4 - Use Restrictions

- 4.01 Each and every lot contained in the real property described above shall be known and described as residential lots. All homes in the Captain's Pointe community are intended and shall be used and maintained as single family residential homes.
- 4.02 No structure shall be constructed or erected on any residential lot(s) other than one detached single-family dwelling not to exceed two (2) stories in height, including an attached one (1) or two (2) car garage.
- 4.03 No homes within the Captain's Pointe shall be used to conduct a business that is open to the public at large.
- 4.04 Short-term rentals and short-term occupancies, whether of the entire home or any individual room or rooms within a home, are not permitted. No home, in its entirety, nor individual room or rooms, within Captain's Pointe may be used, offered, advertised or made available for rent as a short-term rental. This includes, but is not limited to, use as a short-term rental such as a bed and breakfast, an Airbnb, hotels, etc. Any and all lots or homes constructed on a lot within Captain's Pointe offered or available for rent, must be for a rental term of no less than twelve (12) months.

- 4.04.a No more than fifteen (15%) percent of the total lots in Captain's Pointe may be leased at any given time, except, however, the Board of Directors may from time to time increase or decrease this percentage if the Board determines such increase or decrease is in the best interest of the Captain's Pointe community, but in no case may the Board of Directors reduce this limitation on leasing to less than ten (10%) percent or more than twenty-five (25%) percent.
- 4.04.b Notwithstanding the above, any lease, sublease or tenancy arrangement in existence on the date this Declaration is recorded in the public records of St. Johns County may continue until the leasing agreement expiration, the Lot is sold to a third party, or two (2) years, whichever comes first. To be secured in the ability to continue leasing, subleasing or other tenancy arrangement in existence on the date this Declaration is recorded, an owner currently leasing there must provide written notice to Captain's Pointe within sixty (60) days of the approval of this Declaration by the members of Captain's Pointe, of the lease, sublease or tenancy arrangement, which notice must include the name of the occupants and a copy of any written agreement between the owner and occupant.
- 4.04.c Upon the adoption of this Declaration, all owners must request permission from Captain's Pointe through the Board of Directors prior to leasing their lot or home on the lot to ensure that the maximum threshold for leasing has not been reached in the community. The failure to request permission pursuant to this section shall be a violation of this Declaration, which shall be enforceable through all legal and equitable remedies, including, but not limited to the right of Captain's Pointe to evict the occupants of a lot in violation of this section.
- 4.04.d Lot owners hereby acknowledge the right of Captain's Pointe to evict any occupant pursuant to this section and release and indemnify Captain's Pointe from any and all damages associated with such eviction. Lot owners further agree that any lot owner violating this section shall be liable for all attorney's fees and costs incurred by Captain's Pointe to enforce this section, including any eviction action, which fees and costs shall be paid by such owner to Captain's Pointe no later than thirty (30) days after written notice thereof and if not paid within such thirty (30) days, such legal fees shall constitute a lien upon such owner's lot(s), which lien may be foreclosed in the same manner as a lien for homeowner association assessments under Florida law, as amended from time to time.
- 4.04.e The Board of Directors shall be authorized to adopt rules, procedures and forms to manage the approval of leasing. Any lot owner engaged in leasing or subleasing activity must, upon the sale or conveyance of said Lot, notify any potential buyer or person taking title of the existence of this leasing restriction.
- 4.05 No noxious or offensive behavior or trade shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the Captain's Pointe community, as determined in the sole discretion of the Board of Directors.
- 4.06 No trailer, basement, tent, shack, garage, barn, shed or other outbuilding erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.
- 4.07 No sign of any kind shall be displayed in or for public view on any lot unless approved by the Architectural Design Committee. The Architectural Design Committee may adopt standard rules governing the size, look, and placement of "For Sale" and "For Rent" signs.

- 4.08 No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavation or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
- 4.09 No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets are permitted for accessory use provided that the number of such household pets over fourteen (14) weeks in age shall not exceed four (4), provided that they are not kept, bred or maintained for any commercial purpose and provided that they are maintained under control on the owner's lot at all times.
- 4.10 No lot shall be used or maintained as a dumping ground for rubbish, trash, garage, derelict vehicles or fixtures. Waste shall not be allowed to accumulate on a lot and shall not be kept on a lot except in sanitary containers, which shall be maintained in a clean and sanitary condition.
- 4.11 No vehicles described in this section shall be parked in any residential area, on any lot, tract, side or rear yard, street, or right of way within Captain's Pointe, except as may be required for normal and customary loading and/or unloading of such vehicles: semi-tractors or trailers, tractors, buses (including school or church), recreational vehicles such as motor homes or campers, boats, trailers, canoes, trucks or other vehicles used for commercial purposes or which display advertising of a commercial business, or any other vehicle, vessel or trailer determined by the Board of Directors as reasonably related to others described in this section. This provision does not prohibit the keeping of any of these vehicles inside a closed garage.
- 4.12 No clothes line or clothes line pole may be placed on any lot unless it is approved by the Architectural Design Committee. Captain's Pointe shall enforce this restriction in accordance with Florida law.
- 4.13 No antenna or aerial or TV satellite dish exceeding the diameter of 20" shall be installed or placed on any lot or property or to the exterior of any single-family dwelling or accessory building thereto unless written permission is obtained from the Architectural Design Committee. Standard automobile aerials and standard aerials attached to small portable electronic devices such as radios, shall not be deemed to be prohibited by this section. The Architectural Design Committee shall have the right, from time to time, to adopt reasonable rules, regulations and standards governing the placement of exterior antennae and aerials. Captain's Pointe shall be authorized to implement the above restriction in accordance with any and all Florida and federal laws regarding over-the-air reception devices as they exist on the date of this Declaration and as such laws are amended from time to time.

Article 5- Architectural Review Committee

- 5.01 No residences, additions thereto, add-ons, accessories, pools, fences, hedges or any other such structures, shall be erected, placed, constructed, altered or maintained upon any portion of a lot unless a complete set of plans and specifications (collectively together the "Plans"), which shall include but not be limited to documentation that demonstrates the color scheme, dimensions, and location of any proposed improvement, which location shall be demonstrated on a survey prepared by a Florida licensed Surveyor/Mapper, have been submitted to and approved in writing by the Architectural Review Committee

("Committee") appointed by the Captain's Pointe Board of Directors and a copy of such Plans as finally approved are deposited for permanent record with the Committee.

- 5.02 The Committee shall consist of a minimum of three (3) persons appointed by the Board of Directors of Captain's Pointe. Persons serving on the Board of Directors may also be appointed to serve on the Committee. Persons serving on the Committee shall either be a member of Captain's Pointe or a person identified by the Board of Directors of Captain's Pointe as having professional experience in residential property management or residential construction.
- 5.03 The Plans shall be submitted in writing and for approval, over the signature of the owner or his duly authorized agent(s) on a form approved by the Committee. If the Committee shall not establish a form for any reason, the Board of Directors of Captain's Pointe may create and establish a form for use in seeking approval from the Committee as outlined in this Declaration.
- 5.04 The approval of said Plans may be withheld by the Committee not only because the Plans do not comply with the restrictions contained in this Declaration or other rules authorized by Captain's Pointe and Florida law, but also by reason of the reasonable dissatisfaction of the Committee with the grading plan, location of a proposed structure on the building site, the engineering, color scheme, finish design, proportions, architecture, shape, height, style or appropriateness of the proposed structure or altered structure, the materials used or the roof (style, material, color, etc.) proposed to be placed thereon, or because of the Committee's reasonable dissatisfaction with any or all other matters or things which, in the reasonable judgment of the Committee, would render the proposed structure inharmonious or out-of-keeping with the general plan of Captain's Pointe or with the structures erected on other lots in the immediate vicinity of the lot or building site on which said structure is proposed to be erected.
- 5.05 The Committee shall be authorized to establish further reasonable rules and regulations for approval of Plans as required by this Article and for approval or interpretation of other matters and things requiring the approval or interpretation of the Committee as otherwise set forth in this Declaration or by Florida law.
- 5.06 The approval of the Committee for use on any lot of any Plan(s) as herein defined shall not be deemed to be a waiver by the Committee of its right to object to any of the features or elements embodied in such Plan(s) if and when the same features or elements are embodied in any subsequent Plans submitted for approval as herein provided, for use on other lots.
- 5.07 If, after such Plans have been approved, any building, fence, wall or other structure or thing shall be altered, erected, placed or maintained upon the lot otherwise than as approved by the Committee, such alterations, erections and maintenance shall be deemed to have been undertaken without the approval of the Committee and shall thus constitute a violation of this Declaration.
- 5.08 Any agent or officer of Captain's Pointe or the Committee may from time to time at any reasonable hour, in the presence of the occupant thereof, enter and inspect any lot subject to these restrictions as to its maintenance or improvement in compliance with the provisions hereof; and the Committee and/or agent(s) thereof shall not thereby be deemed guilty of any manner of trespass for such entry or inspection.

- 5.09 The records of the Committee shall be prima facie evidence as to all matters shown by such records as to the performance or nonperformance of any act authorized or permitted to be taken by the Committee. The issuance of a certificate of completion and compliance by the Committee showing that the Plans have been approved and that said improvements have been made in accordance therewith, shall be prima facie evidence and shall fully justify and protect any title company or persons certifying, guaranteeing or insuring said title, or any lien thereof and/or any interest therein, and shall also fully protect any purchaser or encumbrancer in good faith and for value in acting thereon, as to all matters within the jurisdiction of the Committee.
- 5.10 Once all required Plans have been submitted to the Committee, the Committee should respond as to approval, disapproval or additional information needed within no less than forty-five (45) days. In the event the Committee or its duly authorized agent(s) fails to respond after ninety (90) days of all required Plans being submitted to and acknowledged received in writing by the Committee or an authorized agent for Captain's Pointe, then such approval shall be deemed to have been given so long as the design and location of the proposed improvement(s) on the lot conform to and are in harmony with the existing structures on the lots within Captain's Pointe. Notwithstanding anything herein, the size and setback requirements of residences must conform to the requirements contained in this Declaration.
- 5.11 Any act, decision or other thing that is required to be done or that may be done in accordance with the provisions of this Declaration by the Committee, may be done by the duly appointed agent or agents of the Committee, which authority may be further delegated.

Article 6 - Fences, Walls, Hedges, Obstruction to Sight Lines.

- 6.01 All fences must be approved by the Committee, including the replacement of any fence. Chain link fences are not allowed.
- 6.02 No fences, walls, hedges or continuous plantings shall be permitted on vacant lots or within the area between the rear of a residence and the street property line. The purpose of this section is to restrict the use of fences, walls, hedges or continuous plantings within said area which are designed to fully or partially enclose, border or outline said lots or any portion thereof and the purpose is not to restrict ornamental landscaping features and plantings to beautify said lots, notwithstanding the fact that said ornamental features and plantings may include incidental features and plantings of hedges not generally designed to enclose borders or outline the lot. In the event of any dispute between lot owner(s) and Captain's Pointe, including the Committee, or any other lot owner as to whether any feature is a fence, wall, hedge or continuous planting which is restricted by this paragraph, the decision of the Board of Directors of Captain's Pointe, regarding said feature, shall be final.
- 6.03 No lawn, fence, hedge, tree or landscaping feature on any of said lots shall be allowed to become obnoxious, overgrown or unsightly in the sole reasonable judgment of the Committee or the Board of Directors of Captain's Pointe or its agent(s). In the event that any lawn, fence, hedge, tree or landscaping feature shall become obnoxious, overgrown, unsightly or unreasonably high, Captain's Pointe shall have the right, but not the obligation, to enter onto the lot to perform required maintenance such as cutting, trimming or otherwise maintaining said lawn, fence, hedge, tree or landscaping feature and Captain's Pointe shall be authorized to charge the owner of the lot all reasonable costs and expenses incurred, which charges may include attorney's fees or other professional

services and shall become a lien on the lot if not paid within thirty (30) days of being sent notice of such costs being owed; and, such access to the lot shall not constitute a trespass. If said charges are not paid to Captain's Pointe within thirty (30) days after a bill therefor is deposited in the mail, addressed to the owner of said lot at the address of record on file with Captain's Pointe, or at the address of the owner as shown in the tax records of St. Johns County, Florida, then said sum shall become delinquent and shall become a lien to be collected in the same manner as other delinquent fees and assessments, including the right to lien the lot(s) and foreclose on such lien. Captain's Pointe, its agent(s), assigns, or the Committee, shall have the right, from time to time, to adopt reasonable rules, regulations and standards governing the conditions of lawns, fences, hedges, trees, or landscaping features, including, but not limited to, standards regarding the height of growth of grass, trees and bushes, conditions of lawns, removal of weeds, replacement of dead or diseased lawns and similar standards. Captain's Pointe shall provide written notice to the owner of any Lot before performing any maintenance, as described above, that if the required maintenance identified in the notice is not performed by the owner within five (5) days from the date of the notice, that Captain's Pointe shall undertake such maintenance and charge the owner for all related costs and expenses.

- 6.04 No fence, sign, wall, hedge or planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or, in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight line limitations shall apply on any lot or tract within ten (10) feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Article 7 - Drainage

- 7.01 No changes in elevations of a lot shall be made that interfere with the drainage of, or otherwise cause undue hardship to, adjoining property or result in increased erosion as determined in the sole discretion of Captain's Pointe or the Committee (if such determination is made in conjunction with the review of Plans).

Article 8 - Conservation and Preservation Easements

- 8.01 There shall be a conservation and preservation easement along the rear property line of lots 59, 60, 61, 62, 63, 64, 66, 67, 68, 70, 71, 72, 73, and 74 for the purpose of protecting and preserving the lake which runs along the boundary of said lots. No construction or alteration including the placement or removal of any fill materials or the construction of any fence, wall or similar obstruction, including dog runs, hedge lines or similar obstructions, shall be permitted within any portion of any lot lying within such easement, unless the same is first approved by the St. Johns River Water Management District and thereafter the Committee. Any owner violating this provision shall be fully liable and responsible for any and all fines, penalties or damages suffered by Captain's Pointe as a result of such violation.

Article 9- Easements

- 9.01 All easements for utilities, drainage canals and other purposes shown on the plats recorded in the plat or map records of St. Johns County, Florida, are hereby reserved as perpetual easements for utility installations and maintenance.
- 9.02 All the lots are subject to easements and right-of-way for erecting, constructing, maintaining or operating public sewers, or poles, wires or conduits for lighting, heating, power, telephone, lines for gas, cable television and any other method of conducting and performing a public or quasi-public utility service or function over or beneath the surface of the ground, as such an area extending from the rear and front lines of each lot to a line ten (10) feet from said rear and front line or lines and running parallel therewith and an area extending from the side lot line or lines of each lot to a line seven and one-half (7.5) feet from the said side line or lines and running parallel therewith, except as otherwise shown on said plat.

Article 10 - Well Water

- 10.01 Each lot shall be limited to the installation and use thereon of one individual well which may only be used for irrigation systems, sprinkler systems, swimming pools or air conditioning. Upon completion of construction of each such well and prior to its being placed in service, a sample of water from the well shall be analyzed by a laboratory licensed by the State of Florida to conduct water testing and the written results of such tests shall be furnished to Captain's Pointe. No storm water or water from individual water wells located on any of said lots shall be discharged in such a manner that such water will enter the sewer main installed by the sewer utility company without permission from the sewer utility company.

Article 11- Provisions for Fees for Maintenance and Upkeep

- 11.01 Each and every owner of a lot within the Captain's Pointe community, except any lot conveyed to St. Johns County, a political subdivision of the State of Florida, hereby covenants, and by acceptance of a deed or other conveyance therefore, whether or not it shall be so expressed in any such deed or other conveyance including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay Captain's Pointe any annual maintenance fee assessment and any special assessment established and levied pursuant to the terms of this Declaration or as authorized by Florida law. All such assessments or fees, together with interest thereof from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorney's fees), shall be a charge and continuing lien upon each lot and shall also be a personal obligation of the owner of each lot. No owner of a lot may avoid liability for the assessments by waiver of rights to use, or by non-use of, the common area or by abandonment of a lot.
- 11.02 All work performed by Captain's Pointe and all expenses incurred by Captain's Pointe as described herein shall be paid for by Captain's Pointe through assessments levied by the Board of Directors in accordance with this Declaration and Florida law. Regular maintenance assessments shall be established yearly and be against all lots equally. Captain's Pointe is responsible for the enforcement of this Declaration, which shall include, but not be limited to, the collection of any and all maintenance fees, assessments or other charges authorized by this Declaration and Florida law to be charged to owners.
- 11.03 The initial maintenance fee assessment to be paid by each lot owner to Captain's Pointe for the operation, maintenance and upkeep of Captain's Pointe and the Captain's Pointe

community as is further described in this Declaration, the Articles of Incorporation and Bylaws for Captain's Pointe, as amended from time to time, and Florida law, ("Regular Assessment") shall be \$200.00 per year. The Regular Assessment amount may be modified on an annual basis by the Captain's Pointe Board of Directors in conjunction with establishing the annual budget for Captain's Pointe each year. Captain's Pointe shall send out Regular Assessment notices to each lot owner providing notice of the next calendar year Assessment amount no later than December 31st of each year.

- 11.04 Regular Assessment fees shall be paid annually and in full by the 15th of January of each year. A late fee charge of \$25.00 will be applied after the 15th of January. A second Regular Assessment fee notice will be issued after January 15th and before February 1st of each year, which shall identify that a late fee was assessed if not paid by January 15th. If payment in full of the Regular Assessment fee is not received by Captain's Pointe by February 1st of any calendar year, Captain's Pointe will send any further notices required by Florida law and thereafter assign the delinquent account to an attorney for disposition. The homeowner of record will be responsible for all fees and costs incurred in the disposition of the matter in accordance with Florida Statutes, as they are amended from time to time, which shall include, but not be limited to, all attorney's fees, paralegal fees, and costs incurred by Captain's Pointe to collect any past due money owed to Captain's Pointe.
- 11.05 Captain's Pointe may negotiate disputed claims or liens and settle or compromise said claims.
- 11.06 Captain's Pointe shall be entitled to bid at any sale held pursuant to a lawsuit to foreclose any lien placed upon any lot by Captain's Pointe.
- 11.07 Captain's Pointe shall have the right to assign its claim and lien rights for the recovery of any unpaid assessment, fee or other charges owed by any lot owner or group of lot owners to any third party.
- 11.08 The lien of Captain's Pointe shall be effective from and after recording in the public records of St. Johns County, Florida, a claim of lien stating the description of the lot encumbered thereby, the name of the owner, the amount and the due date. Such claim of lien shall include assessments which are due and payable when the claim of lien is recorded as well as assessments which may accrue thereafter, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected owner shall pay the cost of such satisfaction. If the assessment is not paid pursuant to the timeline set forth herein, then Captain's Pointe may at any time thereafter bring an action to enforce the lien authorized hereby by appropriate foreclosure proceedings and/or a suit on the personal obligation against the owner.
- 11.09 Captain's Pointe shall use the assessment fees collected for the payment of the cost of any of the following:
- (A) Improving or maintaining such streets, swales, parks and other open spaces, including all grass plots and other planted areas within the line of rights-of-way, which areas exist for the general use of all the lot owners in Captain's Pointe, whether or not said areas are dedicated right-of-way now existing or hereafter created, and whether or not they shall be maintained for public use or for the general use of the owners of lots and their successors in interest, insofar as such are not adequately provided by government authority. Such maintenance may include, but shall not be limited to, the

cutting of grass, plantings, bushes, hedges and removing of grass and weeds therefrom and all other things necessary and desirable in order to keep the Captain's Pointe community and the streets and public areas contiguous thereto neat, attractive, and in good order.

- (B) The cleaning and lighting of streets, sidewalks, pathways and public areas within or bordering upon the Captain's Pointe community, collecting and disposing of rubbish and litter therefrom but only until such time as they are adequately provided for by governmental authority.
- (C) Taxes and assessments, if any, which may be levied upon any of the properties owned by Captain's Pointe.
- (D) For other purposes, not inconsistent herewith, including, but not limited to, the health, safety, welfare, aesthetics or better enjoyment of the community.

- 11.10 In the event any sales taxes or other taxes are required to be paid or collected on monies paid by owners to Captain's Pointe by any governmental authority, said taxes shall be added to the Assessment due from time to time.
- 11.11 Captain's Pointe shall account to the lot owners as to the method of spending of the collected Assessments at least once each and every calendar year. Said accounting shall be made in conformity with generally accepted accounting principles applied on a consistent basis and if said accounting is certified by a Certified Public Accountant then said accounting shall be conclusively presumed to be accurate as set forth therein.
- 11.12 Captain's Pointe may assign its rights, duties and obligations under this section, including its right to collect Regular Assessments, fees or other costs and to have the same secured by a lien and its obligations to perform the services required hereunder, by recording an appropriate assignment document in the Official Records of St. Johns County, Florida, making said assignment.
- 11.13 Reference herein to the fees shall include the fees set forth in this Declaration and in Chapter 720 of the Florida Statutes, as amended from time to time, and shall also include such reasonable collection expenses, court costs and attorney's fees as may be expended in the collection of said fees.
- 11.14 The enumeration of the matters and things for which the assessment fees may be applied shall not require that Captain's Pointe actually spend the said money on all of said matters and things during the year that said fees are collected and Captain's Pointe shall apportion the monies between said matters and things and at such times as it may determine in its sole judgment to be reasonably exercised.
- 11.15 The Board of Directors of Captain's Pointe may levy special assessments for any purpose relating to permissible or required activities of Captain's Pointe pursuant to this Declaration, the Articles of Incorporation or the Bylaws, as amended, and Florida law. Special Assessments shall be allocated among the owners of all lots equally. For clarity, Legal Fees incurred by Captain's Pointe and assessed to an owner as described in section 12.01, shall not be considered a special assessment to be allocated to all owners, but rather, such Legal Fees shall be charged to a/the owner(s) as described in 12.01.

Remedies for Violations

- 12.01 The failure to comply with any covenant, restriction or limitation in this Declaration, the Articles of Incorporation, Bylaws or any rules or regulations promulgated by Captain's Pointe as authorized by this Declaration or Florida law, as the same shall be amended from time to time, shall be grounds for action by Captain's Pointe or the owner of any lot to enforce the same, which may include, without limitation, an action to recover sums due for damages, injunctive relief or any combination thereof. Without limiting the generality of the foregoing, an owner of a lot shall also be responsible for the payment of any and all legal fees (attorneys, paralegals and related costs) ("Legal Fees") incurred by Captain's Pointe in connection with the enforcement of this Declaration or any of the authorized rules or regulations, whether or not an action is actually formally filed. Any such Legal Fees shall be paid no later than thirty (30) days after written notice thereof and, if not paid within such thirty (30) days, such Legal Fees shall constitute a lien upon such owner's lot(s) with the same force and effect as a lien for assessment fees as described in this Declaration. Any lot owner who brings an action against another lot owner for failure to comply with any covenant, restriction or limitation in this Declaration or any rules or regulations promulgated by Captain's Pointe as authorized by this Declaration or Florida law, shall also be entitled to collect all legal fees (attorneys, paralegals and related costs) incurred as the prevailing party in any such enforcement action.
- 12.02 All renters, residents, and guests are subject to all the deed restrictions of Captain's Pointe.
- 12.03 In addition to all other remedies, and to the maximum extent allowed by law, Captain's Pointe may impose fine or fines against owners of a lot for failure of such owner or his/her/its guests or invitees to comply with any covenant, restriction, rule or regulation enforceable by Captain's Pointe.
- 12.04 Fines shall be treated as an assessment fee subject to the provisions for collection of assessments, including all lien rights, as set forth in this Declaration. For clarity, for the purpose of application of payments towards monies owed to Captain's Pointe, any payments from any owner shall first be applied to any fine, then to interest, late fees and assessments. Once an account has been transferred to an attorney for collection, all payments received shall first be applied to attorney's fees and costs incurred, then to any fine, interest, late fee and assessment, in that order, until the account has been paid in full.

Miscellaneous

- 13.01 The covenants, restrictions, easements and other matters set forth in this Declaration shall run with the title to each lot and be binding upon each owner and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The owners holding seventy-five (75%) percent or more of the total votes of Captain's Pointe may alter, amend or terminate these covenants. Any amendment to this Declaration shall be executed by the Association and shall be recorded in the public records of St. Johns County, Florida.
- 13.02 Invalidation or removal of any of these covenants by judgment, decree, court order, statute, ordinance, or amendment shall not affect any of the other provisions which shall remain in full force and effect.

13.03 To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles of Incorporation or the Bylaws, the terms of this Declaration shall control.

13.04 This Declaration shall become effective upon its recordation in the public records of St. Johns County.

IN WITNESS WHEREOF, this Amended and Restated Declaration of Covenants and Restrictions for Captain's Pointe has been signed by Association after approval by no less than seventy-five (75%) percent or more of the total votes of Captain's Pointe at a meeting of the members of Captain's Pointe on the 21st day of June, 2023.

Captain's Pointe Service Corporation, Inc.

Victor Garra
By: VICTOR GARRA
Its: President

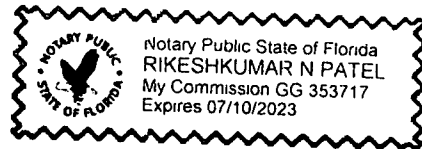
Attest:

M. Olivero
By: Meghan Olivero
Its: Secretary

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 26 day of June, 2023 by Victor Garra, as **President of Captain's Pointe Service Corporation, Inc.**, who is personally known to me or produced FL driver License as identification.

R. Patel
Signature
Notary Public State of Florida
Printed Name: Rikeshkumar N. Patel
My Commission Expires: 07/10/2023



STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 26 day of June, 2023 by Meghan Olivero, as **Secretary of Captain's Pointe Service Corporation, Inc.**, who is personally known to me or produced FL driver License as identification.

R. Patel
Signature
Notary Public State of Florida
Printed Name: Rikeshkumar N. Patel
My Commission Expires: 07/10/2023

