

# COMPILATION OF ST. GEORGE PLANTATION PROTECTIVE COVENANTS

## ARTICLE I: PURPOSE

In order to conserve the natural beauty of the property hereinafter described and to insure that the ecological integrity and water quality of Apalachicola Bay is maintained, and in order to enhance and protect the value, desirability and attractiveness of such property, the entire area shown on the plats described in Article III, A below, any additional land added to a Lot by means of natural accretion or avulsion, and any subsequent plat(s) filed pursuant to Article III, B. hereof, shall be subject to the following protective covenants, conditions, restrictions, easements, and charges hereinafter referred to as the “St. George Plantation Owners' Protective Covenants” or, “Covenants.”

St. George Plantation Owners' Association, Inc. (Association) is the homeowners' association which represents the owners of the real property described in Article III of this Declaration, and is desirous of subjecting the real property described in said Article III to the restrictions, covenants, reservations, easements, and charges hereinafter set forth, each and all of which is and are for the benefit of said property and for each owner thereof, and shall inure to the benefit of and pass with said property, and each and every parcel thereof, and shall apply to and bind the successor in interest and any owner thereof.

The Association hereby declares that the real property described in and referred to in Article III hereof is and shall be held, transferred, sold, and conveyed subject to the conditions, restrictions, covenants, reservations, easements, and charges hereinafter set forth.

## ARTICLE II: DEFINITION OF TERMS

- A. “**ARC**” means the Architectural Review Committee.
- B. “**Association**” means the St. George Plantation Owners' Association, Inc., a Florida not-for-profit corporation.
- C. “**Board**” means the Board of Directors of St. George Plantation Owners' Association, Inc.
- D. “**Building Setback**” means the distance in feet measured perpendicularly from a property line or other control line to any part of a building located on the Lot defined by the Property Line or control line.
- E. “**By-laws**” means the By-laws of the Association.
- F. “**Coastal Construction Control Line**” (CCCL) means the line established pursuant to the provisions of F.S. Ch. 161.053. Structures built forward of this line must be approved by the Florida Department of Environmental Protection prior to start of construction. The CCCL should not be confused with the “Coastal Control Setback

Line” which serves as the fixed reference for the establishment of the Leisure Properties Setback Line.

- G.** “**Coastal Control Setback Line**” is a line which was set by the Florida Department of Environmental Protection as the seaward limit of construction on Gulf front Lots and serves as the fixed point of reference for the establishment of the Leisure Properties Setback Line.
- H.** “**Common Area**” shall mean all real property owned by, leased by, managed by, or under the control of the Association for the common use and enjoyment of the owners.
- I.** “**Covered Property**” means all properties covered by the St. George Plantation Protective Covenants, as set out in Article III hereof.
- J.** “**Critical Habitat Zone**” is all land within 50 ft. landward of Wetlands or Waters of the State as defined in Franklin County, Florida’s zoning and land use regulations.
- K.** “**Critical Shoreline District**” is all land within 150 ft. landward of Wetlands or Waters of the State as defined in Franklin County, Florida’s zoning and land use regulations.
- L.** “**Declarant**” means St. George Plantation Owners' Association, Inc., a not-for-profit corporation.
- M.** “**Declaration**” means this Declaration of St. George Plantation Protective Covenants, as the same may be supplemented or amended from time to time.
- N.** “**Developer**” means any person, firm, corporation, partnership, or other legal entity engaged in the construction of buildings upon or alterations of any property covered by this Declaration.
- O.** “**Development**” means all property included in any plat which is subject to this Declaration.
- P.** “**Easement**” means any portion of a Lot or land parcel which is legally set aside for use for a specific purpose by entities other than or in addition to the property owner. A “**Vehicular Easement**” is to provide access across or through a Lot or parcel by a motorized means of conveyance. A “**Pedestrian Access Easement**” is to provide access across or through a Lot or parcel by personal and non-motorized means of conveyance.
- Q.** “**Improvements**” means all buildings, outbuildings, sewage disposal systems and all appurtenances thereto, streets, roads, driveways, parking areas, fences, retaining or other walls, hedges, poles, antennae, and any other structure of any type or kind.
- R.** “**Leisure Properties**” means, Leisure Properties, Ltd., a Florida limited partnership, its successors, and assigns.

- S. **“Leisure Properties Setback Line”** is a line adopted by the Association which establishes the seaward limit of construction on Gulf front Lots in the Plantation as seventy-five (75) feet shoreward of the Coastal Control Setback Line.
- T. **“Living area”** means those heated or air-conditioned areas that are completely finished as a living area, and shall not include garages, carports, porches, decks, patios, or storage areas.
- U. **“Lot”** means any parcel of real property on which a single-family dwelling may be constructed after platting.
- V. **“Mean High Water Line”** is the intersection of the plane of mean high water with the shore. Mean high water is the average height of the high waters over an approximate 19 year period.
- W. **“Member”/ “Member in Good Standing”** Member means any member, other than a Special Member, of the St. George Plantation Owners’ Association, Inc. Member in Good Standing means any Member or Special Member of the St. George Plantation Owners’ Association, Inc. who is not more than thirty (30) days delinquent in the payment of all assessments, fines and other financial obligations to the Association.
- X. **“Owner”** means any person(s) who holds fee simple title to any Lot or parcel within the development, and shall not mean the mortgagee unless and until such mortgagee has acquired title through foreclosure or any proceeding in lieu of foreclosure.
- Y. **“Plat”** means the original map or plat of a portion of the property included within this Declaration which has been accepted by the Board of County Commissioners of Franklin County, Florida, and duly recorded among the public records of Franklin County, Florida.
- Z. **“Pond”** means any non-contiguous body of water.
- AA. **“Property Line”** means the legal boundaries of a Lot. “The front Property Line” abuts vehicular roads. Lots may have more than one front Property Line (e.g., corner lots). “The rear Property Line” is on the opposite end of the Lot from a front property line. “Side Property lines” are those between or common with adjacent Lots.
- BB. **“St. George Island Development Order”** is the document dated September 20, 1977, and recorded in the Official Records of Franklin County, Florida, Book 143, page 635, as same has been or may be amended from time to time, which set forth development standards that are incorporated in these St. George Plantation Protective Covenants.
- CC. **“St. George Plantation”** or **“The Plantation”** means the area between 12<sup>th</sup> Street West and the Bob Sikes Cut on St. George Island, as described in the St. George Island Development Order as same has been or may be amended from time to time.

- DD.** “**Variance**” means any grant by the ARC of any request by a member for permission to deviate from the procedures, standards, rules and regulations set forth in these Covenants.
- EE.** “**Waters of the State**” means all submerged areas to the approximate mean high water line or approximate ordinary high water line of sounds, bays, lagoons, rivers and their tributaries and isolated water bodies equal to or greater than ten (10) acres.
- FF.** “**Waterfront Lot**” means any Lot abutting a body of water, or any Lot having a permanent dedicated easement for access to Apalachicola Bay.
- GG.** “**Wetlands**” shall be defined by Section 373.019(25), Florida Statutes and the Franklin County Comprehensive Plan.
- HH.** “**Resort Village Parcel**” or “**Parcel**” means a residential lot, with or without improvements, or a condominium unit which is located within Resort Village.
- II.** “**Owner’s Address**” means the official address of the respective Owners for receiving all written communications from the Association. This address shall be the address contained in the recorded document transferring title to the Owner unless the Owner provides written notification of another address to the Association. All communications, including invoices for assessments, from the Association shall be directed to the “Owner’s Address” and the Owner shall be responsible for any action required by such communications.
- JJ.** “**Jurisdictional Wetlands**” means Wetlands subject to the jurisdiction and regulation of the Florida Department of Environmental Protection.
- KK.** “**Design Guidelines**” means the guidelines and standards published by the Association in the document entitled “Design Guide” which are authorized by the St. George Plantation Protective Covenants pursuant to the provisions of Section 720.3035, Florida Statutes, as amended from time to time.
- LL.** “**Commencement of Construction**” shall mean the date upon which a valid building permit for the subject property is issued by Franklin County, Florida.

The singular shall include the plural where necessary for the meaning of a provision.

### **ARTICLE III: PROPERTY SUBJECT TO THIS DECLARATION**

**Property Description.** The real property which is and shall be held and conveyed, transferred, or sold subject to the conditions, restrictions, covenants, reservations, easements, and charges with respect to the various portions thereof set forth in the various clauses and subdivisions of this Declaration is located on St. George Island, Franklin County, Florida, and is more particularly described as follows:

**A. Property Subject to this Declaration by Plat or Map.**

1. BAY COVE VILLAGE, a subdivision as per map or plat thereof recorded in Plat Book 5, Pages 18 - 19 of the Public Records of Franklin County, Florida;
2. BAY PALM VILLAGE, a subdivision as per map or plat thereof recorded in Plat Book 4, Page 33, of the Public Records of Franklin County, Florida;
3. BAY PINE VILLAGE, a subdivision as per map or plat thereof recorded in Plat Book 4, Page 32, of the Public Records of Franklin County, Florida;
4. BAY VIEW VILLAGE, a subdivision as per map or plat thereof recorded in Plat Book 5, Pages 14 - 15, of the Public Records of Franklin County, Florida;
5. DOLPHIN BEACH VILLAGE, a subdivision as per map or plat thereof recorded in Plat Book 5, Page 13, of the Public Records of Franklin County;
6. HERON BAY VILLAGE, a subdivision as per map or plat thereof recorded in Plat Book 5, Pages 20-21, of the Public Records of Franklin County, Florida;
7. INDIAN BAY VILLAGE, a subdivision as per map or plat thereof recorded in Plat Book 5, Pages 16 - 17, of the Public Records of Franklin County, Florida;
8. NICK'S HOLE, a subdivision as per map or plat thereof recorded in Plat Book 5, Page 36, and Plat Book 5, Page 37 of the Public Records of Franklin County, Florida;
9. OSPREY VILLAGE, a subdivision as per map or plat thereof recorded in Plat Book 5, Pages 6 - 7, of the Public Records of Franklin County, Florida;
10. OYSTER BAY VILLAGE, a subdivision as per map or plat thereof recorded in Plat Book 5, Pages 22 - 23, of the Public Records of Franklin County, Florida;
11. PEBBLE BEACH VILLAGE, a subdivision as per map or plat thereof recorded in Plat Book 4, Pages 34 - 35, of the Public Records of Franklin County, Florida;
12. PELICAN BEACH VILLAGE, a subdivision as per map or plat thereof recorded in Plat Book 5, Page 12, of the Public Records of Franklin County, Florida;
13. PLANTATION BEACH VILLAGE, a subdivision as per map or plat thereof recorded in Plat Book 5, Page 10, of the Public Records of Franklin County, Florida, and Lots 3, 4, and 5 of Plantation Beach Village, the metes and bounds description of which are printed in the middle of page 4 of the Revision and Restatement of St. George Plantation Owners' Protective Covenants filed in the Official Records, Franklin County, Florida, Book 270, at page 154;
14. RESORT VILLAGE, a subdivision as per the map or plat thereof recorded in Plat Book 9, Page 8, of the Public Records of Franklin County, Florida;
15. SANDPIPER VILLAGE, a subdivision as per map or plat thereof recorded in Plat Book 5, Pages 8 - 9, of the Public Records of Franklin County, Florida;
16. SCHOONER LANDING, Lots 1, 2, 3, 4, 5, 6, 7, 8, 18, 19, 20, 21, 22, and 23 as shown on the map or plat thereof recorded in Plat Book 6, Pages 5 and 8, of the Public Records of Franklin County, Florida;
17. SEA DUNE VILLAGE, a subdivision as per map or plat thereof recorded in Plat Book 4, Page 21, of the Public Records of Franklin County, Florida (This subdivision includes Block A & Block B);
18. SEA PALM VILLAGE, a subdivision as per map or plat thereof recorded in Plat Book 4, Page 30, of the Public Records of Franklin County, Florida;

19. SEA PINE VILLAGE, a subdivision as per map or plat thereof recorded in Plat Book 4, Page 28, of the Public Records of Franklin County, Florida;
20. TREASURE BEACH VILLAGE, a subdivision as per map or plat thereof recorded in Plat Book 5, Page 25, of the Public Records of Franklin County, Florida;
21. TURTLE BEACH VILLAGE, a subdivision as per map or plat thereof recorded in Plat Book 4, Pages 36-37, of the Public Records of Franklin County, Florida; and
22. WINDJAMMER VILLAGE, a subdivision as per map or plat thereof recorded in Plat Book 4, Pages 38 - 39, of the Public Records of Franklin County, Florida.

**B. Property Subject to this Declaration By Court Order or Settlement Agreement.** Notwithstanding anything contained in this article to the contrary, any and all property made applicable to St. George Plantation Protective Covenants (including that property made applicable after the date hereof) as a result of the various litigation in which the Association is or was a party, including without limitation the litigation more fully set forth in case nos. 90-113 and 90-125, in the Circuit Court of the Second Judicial Circuit, in and for Franklin County, Florida, whether by settlement agreement, court order, or otherwise, if said document is recorded in the public records of Franklin County, Florida, shall be included as additional real property subject to the conditions, restriction, covenants, reservations, and changes therein set forth, and the procedures of Section E of this article shall not apply. The Property added pursuant to this new provision shall include without limitation that certain property more fully set forth in the Agreement with Andrew Jackson Savings Bank recorded in Official Records Book 332, Page 255, et seq., and in the Agreement with Wilder Properties recorded in Official Records Book 342, Page 142, et seq. and Book 346, Page 130, et seq., as well as all other property hereinafter added pursuant to other agreements, orders, settlements, or otherwise in connection with, but not limited to, the aforesaid or other litigation, or as otherwise set forth herein.

**C. Property Subject to this Declaration By Accretion.** Any additional land which accrues to a Lot or Common Area by means of natural accretion or avulsion shall be subject to the provisions of this Declaration.

All of the above shall collectively be referred to as "Covered Property".

**D. Resort Village Property.** On August 3, 2016, the Association purchased lots 14 through 20, inclusive, lots 36 through 58, inclusive, and all property designated as "conservation areas" within Resort Village, a subdivision in accordance with the map or plat thereof recorded in Plat Book 9, Page 8, of the Public Records of Franklin County, Florida. All such property has been dedicated to this Declaration. All remaining lots within Resort Village have recorded submissions to the jurisdiction and control of this Declaration. Accordingly all of the Resort Village, graphically described at Plat Book 9, Page 8, of the Public Records of Franklin County, Florida, shall be merged within St. George Plantation.

All of the interest of Leisure Lane, LLC, a Florida limited liability company wholly owned by SGI Limited Partnership, in that 100 foot wide private road commonly known as Leisure

Lane and located in the Plantation, St. George Island, Florida. A description of Leisure Lane may be found in a deed from Resort Village Utility, Inc., Coastal Development Consultants, Inc., and Ben Johnson to Leisure Lane, LLC, recorded in Book 627, Page 241, Public Records of Franklin County, Florida.

**E. Addition Procedures.**

1. The Association may, from time to time, upon the approval of not less than two-thirds (2/3rds) of the total membership of the Board, subject additional real property to the conditions, restrictions, covenants, reservations, and charges herein set forth by appropriate reference hereto. The joinder of all Owners and other necessary parties deemed appropriate by the Board shall be required for the inclusion of such properties as additional properties under these Covenants. The Association shall effect such addition by recording a Plat of the real property to be added and by:
  - a. Describing the real property being added and by designating the permissible uses thereof;
  - b. Setting forth any new or modified restrictions or covenants which may be applicable to such added property, including limited or restrictive uses of Common Areas; and
  - c. Declaring that such added property is held and shall be held, conveyed, encumbered, leased, rented, used, occupied, and improved subject to the provisions of the Declaration.
2. Upon the recording of such Plat, the added area shall become a part of The Plantation, and shall be subject to these protective Covenants as soon as the above-referenced additional declaration is filed.
3. Subjecting any additional properties to the Covenants by the Association constitutes a change in voting rights and is therefore subject to voting requirements in Article XV, Section D.

**ARTICLE IV: ST. GEORGE PLANTATION OWNERS' ASSOCIATION, INC.**

- A. General.** The Association is a Florida not-for-profit corporation organized to promote the common interest of property owners in The Plantation and to insure the ecological integrity of Apalachicola Bay. The Association shall have such powers to the furtherance of its purposes as are set forth in this Declaration, its Articles and By-laws.
- B. Membership in the Association.**
1. Each owner of a Lot in the Covered Property shall be a Member of the Association upon the recording of a deed conveying title to such Lot. Each owner of a Resort Village Parcel shall be a Member of the Association upon the recording of a deed conveying title to such Parcel. Ownership shall be established by record title. Within five (5) days after transfer of title, the Member or Special Member shall furnish the Association with a copy of the recorded document used to effect such transfer. Members shall provide the Association, in writing, with a designated address for official notices and, if any Member fails to do so, the address shown in the documents transferring title to the Member shall be used and may be relied upon by the Association. For Parcels owned by a trust, corporation, LLC or other entity, in addition to a mailing address as provided above and a designated voting representative as provided in the Bylaws, the Parcel owner shall designate in writing those persons who are authorized to enter the Property and occupy the Parcel as a condition precedent to the Association allowing access, allowing any person to authorize guest access and to issue vehicle passes. The persons authorized to enter the Property and occupy the Parcel must be the addressees designated to receive official notices, as required hereinabove, and must be the trustee or beneficiary of a trust owner, or an officer or managing agent of any corporation, LLC or other entity which owns the Parcel and must be listed in the records of the Florida Secretary of State as such.
  2. The Board may, after affording the Member an opportunity to be heard, suspend any person from membership in the Association or suspend such Member's right of use of Common Areas during any period of time when there exists a violation of any of the provisions hereof (including but not limited to, the failure to make payments to the Association when due and; payable under the terms hereof) and/or of rules and regulations duly adopted and promulgated by the Board with respect to the use of Common Areas, including roads.
  3. The qualifications set forth herein for membership in the Association shall be the only qualifications for such membership and neither the Board nor the Association shall have the power to impose additional membership requirements.
- C. Voting Rights.** Except as modified by these covenants, the voting rights of the members of the Association, are set forth in the Articles of Incorporation and By-law of the Association:



1. Each Member shall have one vote for each Lot owned by such Member. Each Special Member shall have the voting rights set out in Section 3.2 of the By-laws.

2. The Owner of two or more Lots shall nevertheless be entitled to one vote per Lot.

**D. Termination of Developer Control.** Leisure Properties, Ltd., has relinquished its voting control of the Association as of April 23, 1986.

**E. Annual Charges; Special Assessments; Other Charges.**

1. As may be provided in these Covenants, the By-laws, or the Articles, all annual assessments, special assessments and other charges allowed by these Covenants, together with the highest legal rate of interest (not constituting usury) allowed thereon and cost of collection, including an administrative late fee in an amount not to exceed the greater of \$25.00 or five percent (5%) of the amount of the delinquent installment due and a reasonable attorney's fee for enforcement and collection, shall be a charge and continuing lien on the real property and improvements thereon against which each such assessment, or charge is made. Each such annual assessment, special assessment, and charge as allowed by these Covenants, together with such interest at the highest legal rate allowed by law and cost of collection, including a reasonable attorney's fee for enforcement and collection shall also be the personal obligation of the person who was the Owner of such real property at the time when the assessment or charge first became due and payable. In addition, an Owner is jointly and severally liable with the previous Owner for all annual assessments, special assessments and charges allowed by these Covenants that came due up to the time of transfer of title. This liability is without prejudice to the right that an Owner may have to recover from the previous Owner any such amounts paid. In the case of co-ownership, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment or charge.

2. The assessments levied by the Association shall be used for the welfare, benefit and protection of the Owners, residents and guests of the Development and such uses shall include, but not be limited to, the following:

a. The improvement, maintenance, enhancement, enlargement, and operation of Common Areas, facilities, or other properties which may be owned or leased by the Association;

b. Materials, labor and administration for services which the Association is authorized to provide which include, but shall not be limited to, payment of taxes and insurance, construction of improvements, repairs, replacement, security, acquisition or leasing of facilities or equipment or real property, payment of the costs to acquire labor, equipment, materials, management, supervision and professional services necessary to carry out the Association's authorized functions as described in this Declaration, the Association's Articles of Incorporation and By-Laws;

- c. The payment of principal, interest and any other charges connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized functions, including mortgages covering common properties.
3. The Board may establish that funds from annual assessments be held in reserve in an interest or non-bearing interest bearing account for:
  - a. Major rehabilitation or major repairs;
  - b. Emergency and other repairs required as a result of storm, fire, natural disaster and casualty loss;
  - c. For capital improvements.
4. In addition to the annual charge authorized above, the Association may levy a special assessment for the purpose of construction, reconstruction, repair or replacement of a designated capital improvement upon the common properties, including the necessary fixtures and personal property related thereto, or for any emergency purpose as designated by the Board. Non-emergency special assessments must have the approval of a majority of the Board and a majority of the Members in Good Standing present in person or by proxy at any duly called meeting at which notice of consideration of such non-emergency special assessment shall have been given to all the Members. Emergency special assessments must have the approval of not less than two-thirds (2/3rds) of the total membership of the Board only. Such emergency special assessments may be levied only when reserves are not available to provide the needed funds. The payment of any special assessment by the Owners shall be made at such times and on such terms as may be determined by the Board. Special assessments shall be allocated on an equal basis to each Lot or on such disproportionate basis as may be determined to be fair and equitable by the Board.
5. Each platted Lot shall be subject to an annual assessment in an amount fixed by the Board, as hereinafter provided. This annual assessment shall be due and payable at such times as may be determined by the Board. The Board may establish different rates from year to year and may establish different classes of properties with different assessments.
6. The Board may establish assessment methods for other properties not presently subject to these protective covenants. Further, the Board is authorized to enter into operating agreements with other parties or entities not subject to these protective covenants for the purposes of requiring such other parties or entities to contribute to the repair, maintenance, and replacement of Leisure Lane, t-roads, the airport, the firehouse, the guardhouse, the tennis courts and/or other recreational facilities and amenities and to contribute to costs incurred for security, maintenance and administrative purposes.
7. The annual assessments shall be determined based on a dollar amount being allocated to a unit. Each platted Lot shall be designated as a vacant Lot or a developed Lot with

a dwelling. The vacant Lots shall be assigned 1.25 units and a developed Lot with a dwelling shall be assigned 2.75 units. This developed Lot with a dwelling shall be assigned to any Lot that has a completed house on it or has had a R-1 building permit issued by Franklin County, Florida, before January 1 of any assessment year. The vacant Lot rate may be restored to any Lot which has acquired a developed Lot rate provided that no valid Franklin County building permit is in existence for said Lot, the ARC Construction Approval for said Lot has expired and no construction has been commenced on said Lot. If construction has been commenced, all construction materials must be removed from the Lot in order for the Lot to qualify hereunder. Application for the change in Lot classification must be presented to the ARC no later than October 1 of each year to seek a rate change to be effective for the immediately subsequent budget and assessment year; provided however, if a Lot Owner has complied with all other conditions for restoration of the vacant Lot rate, the Board may, in its sole discretion, restore the vacant Lot rate for the current budget and assessment year upon the approval of a majority of the entire membership of the Board.

8. Once the units have been assigned to each Lot, all units shall be added together to determine the total numbers of units. This total number of units will then be divided into the approved Association budget to determine the dollar value of one unit. The number of units assigned to a particular Lot will then be multiplied by the dollar value of each unit to determine the annual assessment against that particular Lot.
9. Notwithstanding anything else contained in this Article IV, all Lots which meet the requirements of Article XI, Section D herein shall be assessed the total aggregate sum of \$1.00 annually and shall be excluded from the computations set out in subsections E.7. and E.8., above.

#### **F. Association Maintenance of Private Property.**

1. All Owners must maintain Lots and structures thereon in good repair and keep the same safe, clean and orderly in appearance, at all times, and maintain same in an attractive manner. A house or other structure that is substantially damaged by windstorm, fire or other casualty must have its exterior fully repaired in accordance with the provisions of these Covenants or the structure must be completely removed from the Lot including the removal in either circumstance of all unused construction materials and other debris. The determination of the Board as to whether a structure has been substantially damaged and as to whether the Lots and structures are safe, clean, orderly in appearance, and properly painted or preserved in accordance with reasonable standards shall be final. The Board shall have the right to correct any violation of this Declaration on any Covered Property or to otherwise maintain or care for any Lot if such action is necessary to prevent the continued violation of this Declaration or the continuing failure of an Owner to maintain the Covered Property in a neat, attractive and safe condition. The Board must first give the Owner of the Covered Property written notice of the violation or failure and provide the Owner an opportunity to request a hearing before the Board within 30 days after the date of the mailing or delivery of said notice to the Owner. If a hearing is requested by the Owner, it shall be scheduled by the

Board not less than 30 days after the date such request is received by the Board. If no request for a hearing is received by the Board within the time allowed or if after such hearing, the Board determines that the Owner has committed a violation of the Declaration or has failed to maintain the Covered Property or any Lot in a neat, attractive and safe condition, the Owner shall take such actions as may be required by the Board to remediate such violation or failure no later than thirty (30) days after the date of such determination unless the Board grants an extension of time. If, after the expiration of said thirty (30) day period, the Owner has not performed such remediation, the Association may exercise all rights granted hereunder in regard to same. Such right of the Association shall include, but shall not be limited to, the right to construct pollution control devices to prevent runoff from the activity which could result in degradation of water quality; and shall also include the right to paint, repair, replace, and care for roofs, gutters, downspouts, decks, stairs, railings and other exterior materials and surfaces if in the opinion of the Board, such action is necessary to maintain compliance with this Declaration or the neat, attractive and safe condition of the Covered Property. The costs of any action taken by the Association pursuant to this section, including reasonable attorneys' fees, shall be for the account of the Owner, and shall become a lien upon the property affected, all as more particularly set forth below.

2. The Association's maintenance power over private property as set forth above shall include, but not be limited to, the right to enter the premises to remove trash, garbage, or other similar property which would create an eyesore, such as boats, boat trailers, or, junk cars or trucks, and all costs of removal, disposal, or storage shall be borne by the Owner and shall become a lien against the Owner's property if not paid, all as is more particularly set forth below. The Association shall also have the right to build a structure covering garbage, garbage cans, or other trash receptacles; to remove any unauthorized fence or wall; to remove any unauthorized or non-conforming receptacle for use in delivery of mail, newspapers, or similar materials, and to build a structure shielding any unauthorized appurtenances, such as air-conditioning units, or any personal property under a dwelling.
3. All costs incurred by the Association for actions taken under this Article IV.F. shall be paid by the Owner to the Association upon demand and if not paid within ten (10) days of demand, then such costs, together with interest thereon at the maximum legal rate (not constituting usury) allowed by law, and a reasonable attorneys' for enforcement and collection, shall become a lien upon the property affected and the personal obligation of the Owners of such property. Enforcement and collection shall be in the manner provided for assessments in the current By-laws of the Association.

**G. Status of Liens and Liability for Payment of Assessments.**

1. The status and priority of the lien of assessments provided for herein shall be as set out in Chapter 720, Florida Statutes, as amended from time to time. An Owner is liable for all assessments which come due while he or she is the Owner. Additionally, an Owner is jointly and severally liable with the previous Owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any

right the Owner may have to recover from the previous owner the amounts paid by the Owner. The sale or transfer of any Lot shall not affect the liability for payment of any assessment or the security of any assessment lien.

2. Nothing herein shall preclude the foreclosure and sale of any Lot to satisfy an assessment lien or any other lien which is permitted herein made and recorded in the public records.

**H. Maintenance Access.** Whenever the Association is permitted by this Declaration to correct, repair, clean, preserve, clear out, or do any other act on any Lot, or on the easement areas adjacent thereto, entering onto the property and taking such action shall not be deemed a trespass.

**I. Cost of Enforcement.** If the Association or any party brings an action at either law or in equity to enforce these Covenants, the prevailing party shall be entitled to recover all its costs, including reasonable attorneys' fees.

**J. Capital Contribution.** At the closing and transfer of title of each Lot (whether improved or unimproved) and upon each subsequent resale, the new Owner shall contribute to the Association 0.50% of the Lot's purchase price. The contributions shall be placed within the Capital Fund or Reserve. The capital contribution shall not be considered as a pre-payment of assessments. If not paid at closing, the capital contribution funds shall be collected in the same manner as any unpaid assessments.

## **ARTICLE V: ARCHITECTURAL REVIEW**

### **A. Architectural Review Committee**

**1. Purpose.** In order to insure that all site preparation and construction complies with the standards set forth in this Declaration, plans for any proposed external installation, construction or alteration of any structure on any Lot shall be submitted to the ARC for approval (1) as to whether the proposed installation, construction or alteration is in conformity and harmony with the existing standards of St. George Plantation and this Declaration, and (2) as to the site location of structures with respect to topography, finished ground elevation, surrounding structures, and setbacks, and other relevant control lines. The ARC shall assist Members to develop and build single family homes on Covered Property in compliance with this Declaration, but shall not approve site preparation or construction plans that do not comply with this Declaration and all governmental rules and regulations. The decisions of the ARC shall be devoid of bias, prejudice, personal animus or favoritism.

- a. No building, structure, alteration, addition, site clearing or improvement of any kind other than interior alterations not affecting the external appearance of a building or

structure shall be contracted for or placed upon any portion of the property within St. George Plantation unless and until plans and specifications therefor shall have been approved in writing by the ARC.

- b. The required plans and specifications for structures must be prepared by an architect licensed to practice in the United States or any of its territories (and by an engineer licensed to practice in the State of Florida for structural engineering plans), and each page of same must contain the attestation of said architect or engineer. Said plans and specifications shall include a specific site plan for all improvements, including without limitation the dwelling, garbage disposal facilities, sewerage disposal systems, and related drainfields, pools and landscaping, and shall also include a survey which depicts all Wetlands on the site.
  - c. With the exception of emergencies declared by the General Manager or the Security Director, the ARC shall not accept applications for approval, nor grant approval for construction, site clearing or development of any kind on any Lot that is in arrears for nonpayment of annual and special assessments or other charges authorized by these Covenants, or on any Lot burdened by a lien of the Association which has not been satisfied.
2. **Composition and Term of Office.** An ARC shall be established consisting of five (5) members, who are appointed by the Board and who must be members of the Association. Any Member of the Association appointed to the ARC must be a Member in Good Standing. Each member of the ARC shall be appointed for a three-year term and shall serve for the later of such term or until his or her successor is appointed unless sooner removed as hereinafter provided. Any person who is appointed for two consecutive terms of office shall not be eligible to be appointed for an immediately succeeding term or portion thereof. For the purpose of determining this qualification, a person serving portions of two consecutive terms shall be disqualified for appointment for the immediately succeeding term or portion thereof. The members of the ARC shall serve staggered terms as determined by the Board.
  3. **Vacancy.** If any vacancy shall occur in the membership of the ARC, the remaining members of the ARC shall continue to act. The Board shall expedite the appointment of a new member in order to relieve the ARC of an even number of members, and to increase the likelihood that a quorum will be available.
  4. **Compensation.** The Board may reimburse members of the ARC for reasonable costs incurred in the performance of their duties.
  5. **Removal from Office.** Any member of the ARC may be removed by the Board: (a) if that member misses three (3) consecutive meetings; (b) if that member misses five (5) meetings in a calendar year; (c) if that member fails to maintain his or her status as a Member in Good Standing or (d) for good cause, which shall include failure of the member to abide by the provisions of this Declaration and the procedural rules of the

ARC, conflict of interest or demonstrated bias, personal animus or favoritism. Mere disagreement with the decisions of an ARC member shall not constitute good cause.

**6. Operation.**

**a. Chairman.** The members of the ARC shall appoint a Chairman and other such officers from among their number, as they shall from time to time deem necessary.

**b. Conflicts of Interest.** No member of the ARC shall participate in any decision or action of the ARC which directly involves that member, his family, his employer, or any entity in which he has a financial interest.

**c. Meetings.**

**(1) Schedule of Meetings.** The ARC shall hold a regularly scheduled meeting at least once each month. In any given month, a majority of the members of the ARC may alter the meeting day or time, if a conflict of dates is perceived (e.g. Christmas, etc.). Regular and special meetings will be held at the Clubhouse unless otherwise approved by a majority of the members of the ARC. Notice of all meetings shall be given in the manner required for notice of meetings of the Board. In addition to notice of such meetings which may be required to be given to any other Owner or Special Owner, notice of such meetings shall also be given to any Owner or Special Owner whose property is on the meeting agenda for consideration of issues related thereto.

**(2) Special Meetings.** Special meetings may be called by the Chairman. Special meetings shall be called by the Chairman upon the written request of a majority of the members of the ARC then in office.

**(3) Quorum.** At each meeting of the ARC, the presence of a majority of the members then in office shall constitute a quorum for the transaction of business. Except as otherwise provided herein, the act of a majority of the members of the ARC present at any regular or special meeting thereof at which a quorum is present shall constitute an act of the ARC.

**(4) Adjournment.** In the absence of a quorum, any member of the ARC present at the time and place of the meeting may adjourn the meeting from time to time until a quorum shall be present. At any adjourned meeting at which a quorum becomes present, any business may be transacted which might have been transacted at the meeting originally called.

**(5) Records of Meetings.** The ARC shall maintain a record of each of its meetings which shall include written minutes of each meeting, and shall make such records available on request to any member of the Association or the authorized agent of any member of the Association.

**d. Obligation to Act.** The ARC shall take action on any plans and specifications

submitted as herein provided within sixty (60) days after receipt thereof. Said time period shall not commence to run until a full and complete submission of all plans and specifications which may be required by the ARC has been received and a written notice has been issued to the applying owner by the ARC certifying that a complete application including all required documents has been received. Within three business days after receipt of a preliminary review by the Associations' Consulting Review Architect (CRA) for proposed new home construction or major remodeling of an existing home, ARC staff shall give written notice of said preliminary review to the Board of Directors, property owners in the village in which the property is located and property owners in all of the villages which are immediately adjacent to the village in which the property is located. Approval by the ARC, if granted, together with any conditions imposed by the ARC, shall be placed in writing in a letter of approval and/or on the plans and specifications, and shall be returned to the applicant. Failure by the ARC to take action within sixty (60) days of the receipt of plans and specifications submitted for approval as set out herein shall be deemed approval of such plans and specifications. The timing for submission of plans and specifications for consideration by the ARC shall be in accordance with the written policies and procedures of the ARC as same are established from time to time. Without prior approval by the ARC, there shall be no construction that requires ARC approval, as specified in these Covenants, on any Covered Property. The ARC shall not accept applications for approval, nor grant approval for construction, on any Lot that is in arrears for nonpayment of annual and special assessments or other charges authorized by these Covenants, or on any Lot burdened by a lien of the Association which has not been satisfied.

- e. **Completion of Construction.** Construction must be commenced within twelve (12) months after final written approval by the ARC of the submitted documents and must be completed within eighteen (18) months after commencement of the project. Construction that includes installation of pilings must be completed within eighteen (18) months after commencement of the piling installation. If construction is not commenced within said twelve (12) month period and/or is not completed within said eighteen (18) month period, a new submittal must be made pursuant to Article V.C.1.a. Violation of this Paragraph e. shall be enforced pursuant to Article VII (ARC Enforcement Procedures). When activity has ceased for any previously approved construction on a Lot for a continuous twenty-four (24) month period, the construction will be deemed to have been abandoned. Within forty-five (45) days after receipt, actual or constructive, of notice from the ARC, the owner of the Lot shall remove all unused construction materials remaining on said Lot and any completed structural elements that are not under a finished roof and within a completed exterior cladding installation as previously approved by the ARC. Notice to the owner shall be given simultaneously by regular U.S. Mail and by certified mail, return receipt requested. Notwithstanding a lack of actual proof of delivery, an owner shall be deemed to have constructive receipt of such notice five (5) days after deposit of same with the United States Postal Service for delivery to the address contained in the Association's official records for the furnishing of notice to said owner.



- f. Inspection Rights.** Prior to completion of construction, any employee or agent of the Association or the ARC may at any reasonable time or times enter upon any Lot and structure thereon for the purpose of ascertaining whether the installation, construction, alteration or maintenance of any structure or the use of any Lot or structure is in compliance with the provisions of this Declaration and in conformity with plans approved by the ARC. Neither the Association, nor the ARC, nor any such employee or agent shall have been deemed to have committed a trespass or other wrongful act solely by reason of such entry or inspection, provided such inspection is carried out in accordance with the terms of this section.
- g. Written Notification of Compliance.**
- (1) Upon completion of the external installation, construction or alteration of any structure in accordance with plans and specifications approved by the ARC, the ARC shall, upon written request of the owner thereof, and upon receipt of a copy of a Certificate of Occupancy for the structure issued by Franklin County, Florida, inspect same within 14 days thereafter. If compliance is determined, the ARC shall issue written notification, not more than 14 days after such determination of compliance to the owner, identifying such structure and the Lot upon which such structure is placed, and stating that the plans and specifications have been approved and such structure complies with the plans and specifications on file with the Association office. There shall be no occupancy, rental or other residential use of the structure prior to the issuance by the ARC of its written notice of compliance unless a written waiver of this requirement has been granted by the ARC.
  - (2) Any written notification of compliance issued in accordance with the provisions of this section shall be viewed as evidence of the facts therein stated, and as to any purchaser or encumbrancer in good faith and for value, or as to any title insurer, such written notification shall be conclusive evidence that all structures on the Lot comply with all the requirements of this Article, provided, however, that this written notification shall in no way be construed to certify the accessibility, sufficiency, or approval by the ARC of the actual construction of structures, or of the workmanship, or to represent or warrant to anyone the quality, function or operation of the structures or of any construction, workmanship, engineering, materials, or equipment. The issuance of the written notification of compliance shall in no way be construed to certify to any party that the structures have been built in accordance with any applicable rule, regulation, or code.
- h. Variance.** The ARC shall have the authority to grant Variances. A request for a Variance must be considered by the ARC at a duly scheduled meeting not more than sixty (60) days after receipt of the request by the ARC. Not less than fourteen (14) days prior to the consideration of a request for a Variance, the ARC staff shall give written notice of the Variance request to the Board of Directors, property owners in the village in which the property is located and property owners in all of the villages which are immediately adjacent to the village in which the property is located for which a Variance is requested and shall post the notice in such places and locations as

other notices of Association activity are posted.

The written notice must contain a complete description of the requested Variance, the reasons of the requestor for the requested Variance. A Variance may be granted only upon the affirmative vote of not less than a majority of all of the members of the ARC.

If a Variance is granted, written notice of same shall be given by the ARC staff to the property owners in the village in which the property is located, property owners in all of the villages which are immediately adjacent to the village in which the property is located, to all members of the Board of Directors and to the General Manager of the Association and shall post the notice in such places and locations as other notices of Association activity are posted not more than fourteen (14) days after such grant of a Variance. Said notice shall contain a statement of the reasons that the Variance was approved by the ARC, a statement that the decision may be appealed by any owner to the Board and a statement of the procedure for filing and prosecuting such appeal. No Variance shall be final or considered effective until the time for all appeals has expired or a final decision regarding same has been made by the Board.

**i. Appeals.**

- (1) **Appeal of Decisions Related to New Home Construction or Major Remodel of an Existing Home:** The applicant and property owners whose property is located in the village in which the subject property is located and property owners in all of the villages which are immediately adjacent to the village in which the subject property is located may appeal to the Board the actions of the ARC regarding proposed new home construction or major remodel of an existing home on any Lot, and the decision of the Board shall be final, including any remediation which may be required. Any such appeal must be in writing and received at the Association office no later than fourteen (14) days after the meeting of the ARC at which the action is taken. The ARC shall give the property owner and the affected property owners not less than fourteen (14) days written notice by U.S. Mail and/or email of the Board meeting at which the appeal of the ARC decision will be considered. The affirmative votes of a majority of the Board members present and who are not disqualified pursuant to Section V.A.6.i.(3) hereof at a duly called and constituted meeting of the Board to consider the appeal is required to reverse the decision of the ARC. The Board shall establish such other rules and procedures for appeals of ARC decisions as it deems necessary.
- (2) **Variance.** Any grant or denial of a Variance by the ARC may be appealed to the Board by any Member in Good Standing, and the decision of the Board shall be final, including any remediation which may be required. Any such appeal must be in writing and received at the Association office no later than fourteen (14) days after the meeting of the ARC at which the variance action to approve or deny was taken. The requestor of the Variance shall be notified by certified mail, return receipt requested, within seven (7) days of any appeal of the approved Variance received by the Board. Property owners whose property is located in the village in which the

subject property is located and property owners in all of the villages which are immediately adjacent to the village in which the subject property is located for which the Variance was granted or denied is located, the appellants and the requestor of the Variance shall be given not less than fourteen (14) days written notice by U.S. Mail and/or email of the Board meeting at which the appeal of the approval or denial of the Variance will be considered. The affirmative votes of not less than a majority of the Board members present and who are not disqualified pursuant to Section V.A.6.i. (3) hereof at a duly called and constituted meeting of the Board to consider the appeal or denial of the approval of the Variance is required to reverse the grant or denial of a Variance by the ARC. The Board shall establish such other rules and procedures for appeals of the approval or denial of Variances as it deems necessary.

(3) A Board member who files a request for review of any decision of the ARC may not serve as a member of the appellate body that reviews the decision.

j. All rules, forms policies and procedures of the ARC must first be submitted to the Board for review and approved by the Board prior to implementation by the ARC. The Board may establish such additional rules, forms, policies and procedures as it deems necessary. The ARC shall maintain an official copy of the Board-approved rules, forms, policies and procedures for inspection by any Member.

7. **Disclaimer as to ARC Approval.** Plans and specifications are not reviewed for engineering or structural design or quality of materials, and by approving such plans and specifications neither the ARC, the members thereof, nor the Association assumes liability or responsibility thereof, nor for any defect in the structure constructed from such plans and specifications. Neither the Association, the ARC, the Board, nor the officers, directors, Members, employees, and agents of any of them shall be liable in damages to anyone submitting plans and specifications to any of them for approval, or to any Owner of property affected by these restrictions by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans and specifications. Every person who submits plans and specifications and every Owner agrees that he will not bring action or suit against the Association, the ARC, the Board, or the officers, directors, Members, employees, and agents of any of them and hereby releases, remises, quit claims, and covenants not to sue for all claims, demands, and causes of action arising out of or in connection with any judgment, negligence, or nonfeasance and hereby waives the provisions of any law which provides that a general release does not extend to claims, demands, and causes of action not known at the time the release is given.

B. **Authorization of Published Guidelines and Standards.** Except as otherwise or additionally provided in the Covenants, the guidelines and standards adopted and published by the Association in the document entitled "Design Guide", as amended from time to time, are hereby authorized pursuant to the provisions of Section 720.3035, Florida Statutes, as amended from time to time, for all construction activity, including without limitation, review and approval of plans and specifications for the

location, size, type or appearance of any structure or other improvement on a Lot, or to enforce standards for the external appearance of any structure or improvement located on a Lot subject to the Covenants as set out and described in Article III of the Covenants, including, without limitation, landscaping. In the event of a conflict between any provisions of the Covenants and any provisions of the Design Guide, the provisions of the Covenants shall control.

- C. **Site/Structure Approval and Specifications.** Except as otherwise or additionally provided in the Covenants, language controlling site and structure approval and specifications are contained in the published document entitled “Design Guide” adopted and approved by the Board of Directors, as amended from time to time.

- 1. **Submittal of Documents and Fees.**

- a. **Performance Deposit.** All applications which require ARC approval shall be accompanied by a performance deposit payable to the Association which performance deposit shall secure the collection of fines and/or the Association's costs in exercising its Right of Abatement in accordance with the provisions of Article VII hereof. The minimum amount of the performance deposit shall be determined by the ARC subject to the approval of the Board. The ARC may require an additional deposit in an amount not to exceed two times the amount of the minimum deposit if it determines that the size, complexity or other relevant factors of the project requires same. Any amount of the Performance Deposit which is not used for such purposes shall be returned to the Owner depositing same; provided, however, the Association shall deduct from said Performance Deposit prior to its return all monetary obligations due to the Association which remain unpaid at the time of such return. The Board shall adopt such rules and regulations as it deems necessary to carry out the intent and purpose of this subsection. If the amount recoverable from any Performance Deposit is less than the amount required to carry out the purposes of said Performance Deposit, the Association shall have a lien on the subject property to the extent permitted by law for the full amount of the deficit. Collection of the amount due and enforcement of the lien shall be in accordance with the provisions for the collection of delinquent assessments as set out in these Covenants.

- 2. **Site Improvement.**

- a. **Clearing.**

- (1) **Protection of Wetlands and Vegetation.** As required by the 1977 Development Order for St. George Island, alteration of natural vegetation and topography shall be kept at an absolute minimum. Removal of vegetative cover in residential areas shall be permitted only for the proposed dwelling units, access roads, individual sewage treatment systems, and limited adjacent landscaping. Vegetation on the crests of dunes shall not be removed or altered. In order to preserve natural appearance, scenic beauty, wildlife habitat and estuarine productivity, that portion of any Lot located within the Critical

Habitat Zone shall be preserved substantially in its present natural state except for approved ARC pedestrian boardwalk access.

- (2) **Authorization for Site Preparation.** No Owner or anyone acting for such Owner shall cut any tree or remove any vegetation from a Lot without the prior written approval of the ARC. Except as provided in V.C.2.a.(4) below, approval for such removal of vegetation shall be given only upon showing that such removal is necessary to construct the proposed structure on such building site. No such approval shall be given until the ARC is satisfied that the removal of such vegetation and the construction of the proposed structure will not interfere with the overall drainage pattern for the Plantation, and until the ARC is satisfied that adequate safeguards have been designed to assure no adverse runoff or drainage into the waters surrounding St. George Plantation. In making this determination, the ARC shall have the power to require the proposed structure to be constructed a certain distance from the property line nearest the water, and the ARC shall have the further power to require the construction and maintenance of berms or other devices to insure that no pollutants from the property can reach the surrounding waters.
- (3) **Limitations.** The clearing of vegetation on any given Lot in the Covered Property shall conform and be limited to the exact construction and grading limits shown on the site plan approved by the ARC. Clearing shall be limited to twenty-five percent (25%) of any given Lot within the Plantation. Any excess clearing of existing vegetation or alteration of existing topography shall be deemed a violation of these Covenants and shall be subject to Association enforcement as provided in Article VII. Such excessively cleared areas must be restored in a manner acceptable to the ARC at the Owner's expense.
- (4) **Clearing for Limited Access to Property Not Related to Construction.** A limited amount of “bush-hogging” is allowed for access to a Lot independent of actual house construction with the written approval of the ARC, subject, however, to the following limitations:
  - (a) No more than one entrance may be cut onto the property, with such opening not to exceed 12 feet in width.
  - (b) A minimum 25-foot border of existing undisturbed vegetation along all road frontages except for the one entrance allowed above, and a minimum 15-foot border of existing undisturbed vegetation along adjacent property lines must be maintained.
  - (c) No trees greater than 3 inches in diameter may be cut.
  - (d) No more than 20% of the total area of the Lot may be mowed.
  - (e) On bay front properties, mowing must not encroach on or disturb or damage the 50-foot Critical Habitat Zone.

- (f) No alteration shall be made to existing topography.
- b. Use of Fill.** No Owner or person acting for such Owner shall bring any fill material into the Plantation without the prior written approval of the ARC or its designee, which approval shall be given only upon showing that the use of such fill is necessary to a particular construction project, and upon showing that the use of such fill will not change or adversely affect the existing vegetation or drainage pattern within the Plantation. Lots shall be graded in such a manner so as not to block any natural or man-made swales, sloughs, ditches or drainage structures. Earth and hay berms must be installed on Lots by the Owner thereof when such Lots may erode due to topography. Whenever possible, Lots shall drain independently rather than to adjoining Lots.

### **3. Location of Structures.**

#### **a. Specific Location Requirements.**

- (1) **Building Setback Lines.** A fifteen (15) foot setback will be required from all “side” or “rear” Property Lines, and from all “vehicular Easement lines,” and a twenty-five (25) foot setback will be required at all “front Property Lines.”
- (2) **Gulf Front Setbacks.** On gulf front Lots, a building may not extend beyond the Leisure Property Setback Lines.
- (3) **Bay Front Setbacks.** Bay front Lots and Lots bordering on wetlands connecting to the bay are subject to the following constraints:
  - (a) Habitable or impervious development is forbidden in the Critical Habitat Zone.
  - (b) A 150 ft. buffer zone (Critical Shoreline District) exists 150 Ft. landward of waters and wetlands of the State.
  - (c) Habitable or impervious development within the Critical Shoreline District buffer zone is further restricted to an area no greater than 20% of the total 150 ft. buffer zone.
- (4) **Isolated Wetlands and Ponds.** Subject to any regulations established by Section 373.019, Florida Statutes, and Franklin County Comprehensive Plan.
- (5) **Jurisdictional Wetlands.** Areas within 50 feet of Jurisdictional Wetlands shall be kept in their natural state with no alteration to vegetation and topography, as per regulations established by Section 373.019, Florida Statutes, and Franklin County Comprehensive Plan.

**4. House/Site Limitations.**

- a. Maximum Heights.** The total building height from the highest natural grade elevation (as per Franklin County Ordinance 2013-06), within the proposed building's perimeter to highest point of any part of the building (roof ridge, widow's walk, chimney top, vent, etc.) shall not exceed forty-seven (47) feet (as per Franklin County Ordinance 2013-06), except as may otherwise be approved by ARC. ARC shall not issue roof height elevations exceeding Franklin County's determinations.
  - b. Maximum Width.** Under no circumstances shall a residence that is erected on a single gulf front Lot exceed sixty (60) feet in width, including decks, porches and stairs. This restriction was adopted pursuant to an agreement with the Florida Department of Natural Resources and recorded in the Public Records of Franklin County, Florida at O.R. Book 229, Pages 132-137.
  - c. Minimum Area.** The minimum heated living area shall be 1,350 square feet overall, and the first floor of any multi-story residence must be a minimum of 1,000 square feet.
  - d. Minimum/Maximum Floor Elevation.** No dwelling shall be constructed unless such dwelling meets the minimum height requirement, above mean sea level, for the living area, necessary to obtain federal flood insurance.
- 5. Quality Aesthetics and Artistic Style.** The Association has the absolute authority to approve or disapprove plans based upon aesthetics, style or architectural quality.
- 6. Signs.** No signs of any kind shall be displayed to public view, unless they have received approval of the ARC. Approved signs must be ordered through the Association office at the Owner's expense to insure that they conform to signage used throughout the Covered Property.
- 7. Temporary Structures.** No trailers, mobile homes, or temporary structures of any nature whatsoever, with the exception of construction trailers and related equipment, shall be allowed on the real property. Construction trailers and related equipment may be kept on a Lot only during the construction of approved structures thereon and should be screened from view. If in the opinion of the Director of Security screening is not possible, or strict enforcement of this rule would be unreasonably burdensome, the Director of Security may grant a short-term exception specific to the property in question. Requests for long term exceptions to this rule will be determined by the ARC.
- 8. Improvements, Alterations, or Conversion.** After the original approval, the Owner must apply to the ARC and receive approval for any changes to the exterior of the house including, but not limited to, changes of colors, materials, or square footage. No building or structure within the Covered Property shall be used for a purpose other than that for which the building or structure was originally designed and approved by the ARC.

9. **Utilities.** All utilities and sewer or aerobic system lines shall be placed underground, except for temporary utilities, which may be necessary during construction.

#### **ARTICLE VI: SPECIAL RULES DURING CONSTRUCTION**

Except as otherwise or additionally provided in the Covenants, language controlling special rules during construction are contained in the published document entitled "Design Guide" adopted and approved by the Board of Directors, as amended from time to time.

- A. **Preservation of Vegetation and Contour.** At commencement of permitted construction, all vehicles in any way connected with the project shall access the Lot only by the driveway width as specified and approved on the Site Plan. No other driveways, temporary or otherwise, are permitted. All vehicles connected with construction work in progress must park on the Lot or on the road right-of-way shoulder of the Lot, if possible. Every precaution to prevent damage shall be given to existing drainage swales, turf, shrubs, and trees. Areas disturbed or worn by construction operations outside the Property Line must be restored by the Owner to original conditions without cost to the Association or other property Owners.
- B. **Entrance.** No more than one entrance may be cut onto the property, with such opening not to exceed 12 feet in width. Whenever possible, this entrance must be in the same collation as the final permanent entrance.
- C. **Border.** A minimum 25-foot border of existing undisturbed vegetation along all road frontages except for the one entrance allowed above, and a minimum 15-foot border of existing undisturbed vegetation along adjacent property lines must be maintained.
- D. **Mowing.** No more than 25% of the total area of the Lot may be mowed or otherwise disturbed.
- E. **Bay Front Mowing.** On bay front properties, mowing must not encroach on or disturb or damage the 50-foot Critical Habitat Zone.

#### **ARTICLE VII: ARCHITECTURAL REVIEW ENFORCEMENT PROCEDURES**

- A. **Violations.** If any building Lot is cleared or filled, or any structure erected, placed, maintained or altered or reconstructed upon any Lot in a manner that is not in compliance with plans and specifications approved by the ARC, the ARC shall contact the Owner in an effort to cure the violation. The ARC may, after giving notice to the Owner and to the Board, issue a stop work order in order to prevent a continuing or more serious violation. Upon issuance of a stop work order, the Director of Security shall withdraw permits for construction personnel to enter the Plantation to work on the property subject to the stop work order. The General Manager and the Security Director may jointly issue a written emergency stop work order for up to five (5) working days. The ARC, the Board and the Owner must be advised verbally and in writing of all such emergency stop work orders immediately after issuance of same. Any extension thereof



shall require the written approval of the ARC or the Board. The Board on its own initiative shall also have the authority to issue stop work orders for any violations hereof.

**B. Notification of Board.** The ARC shall inform the Board of any violations of the Declaration, and the action it has taken in regard to same within seven (7) days after taking such action.

**C. Notification of Owner.** Within fourteen (14) days after notification by the ARC of such violation, the Board shall send a certified letter to the Owners, and such person or entity acting for the Owners, if any, demanding that the Owners cease and desist from the alleged violation. All notices of violations must be sent to the Owners and any person or entity acting for the Owners, by certified mail. The Board shall also attempt to contact the Owners personally or by telephone to inform the Owners of the content of the letter from the Association. The letter shall specify:

1. The alleged violation(s);

2. The action required to abate the violation(s);

3. A time period of fourteen (14) days, during which the violation may be abated without further sanction other than a stop work order, if one has been previously issued by the ARC. The Board may demand more immediate action and may issue a stop work order if, in the Board's determination, the violation poses a danger to safety or property; and

4. A statement that the Owner may submit a written request for a hearing to the Association office within fourteen (14) days from the date of the mailing of the letter to the Owners and that a hearing date will be scheduled for a date not less than fourteen (14) days after receipt by the Association of such written request.

**D. Hearing.** Upon receipt of a written request for a hearing, a special Board meeting shall be scheduled for a date not less than fourteen (14) days after the date of such receipt.

**E. Failure of Owner to Comply.** If the owner does not prevail at the scheduled hearing and fails to abate the violation within three (3) days thereafter, or if no hearing is held due to the failure of the Owner to request same, any stop work order issued by the ARC or the Board shall remain in effect until the violation is abated and if such order has not been previously issued, the Board shall immediately issue a stop work order which shall remain in effect until the violation is abated.

**F. Right of Abatement**

1. In addition to the foregoing remedies, and assuming that the Owner has not remedied the violations within the fourteen (14) day period in accordance with Paragraph C

above, the Board may exercise the Right of Abatement as provided in Article XV.B.4 of the Declaration.

2. In addition, if an Owner fails to abate the violation in accordance with the above procedure, the Board may institute legal proceedings against the Owner to:
  - a. obtain specific performance to abate the violation,
  - b. obtain a judgment for damages, and/or
  - c. recover the costs incurred by the Association in exercising the Right of Abatement.
- G. Responsibility of Contractors and Sub-contractors.** Any contractor or sub-contractor that does not abide by these Covenants and/or does not build in accordance with the approved submittal may be fined and/or banned from any further construction work in the Plantation for a reasonable period of time, not to exceed the lesser of three (3) years, or until the non-conforming work has been corrected to the satisfaction of the ARC. Proposals to fine and/or ban contractors or subcontractors may be initiated by the ARC or by any Board member and must be approved by the Board. Contractors are responsible for the actions of their employees and subcontractors. The levy of any fine or the imposition of a suspension must be made in accordance with the provisions of Article XV.B of the Declaration.
- H. Additional Enforcement Procedures.** The Board shall establish such other rules, regulations and enforcement procedures as it deems necessary to implement and accomplish the intent and purposes of this Article VII.
- I. No Waiver.** No delay, failure or omission by the Association or the ARC in exercising any right, provision or remedy provided by the Covenants or Design Guide shall be construed as an acceptance thereof or a waiver of the right of the Association or ARC to enforce such right, provision or remedy in the future.

#### **ARTICLE VIII: GENERAL RULES AND REGULATIONS**

- A. Noxious or Offensive Activity.** No noxious or offensive activity shall be carried on or upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood or tend to damage or destroy any private or public property.
- B. Garbage and Trash Disposal.** No garbage, refuse or rubbish shall be deposited or kept on any Lot or parcel except in a suitable container. Plans for such containers must be approved by the ARC prior to construction. All areas for the deposit, storage or collection of garbage or trash shall be substantially shielded or screened from neighboring property or common areas, provided however, that said containers may be placed and kept at such designated points in order to be collected for periods not

exceeding twenty-four (24) hours. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

**C. Entry into the Plantation.** Leisure Lane is the only authorized entry into the Plantation, except for licensed aircraft landing at the Plantation Airport and docks of Lots with bayside access. No other place of entry, whether by foot, vehicle or boat is permitted.

**D. Vehicle Parking** In order to preserve the natural look and existing vegetation, parking of any vehicle, including but not limited to boats, trailers, motor homes, automobiles, or motorized vehicles of any kind on Association streets or rights-of-way is prohibited. No vehicle, other than automobiles in daily use by an Owner, may be parked on any Lot or Common Area unless such vehicle is parked beneath the home or is stored or parked in a manner so that it is not visible from the street or any other residence. Notwithstanding the foregoing, the Association may prohibit parking on any portion of the Common Area that the Board of Directors so designates.

Enforcement procedures and exceptions to this section will be governed by a Board of Directors approved Parking Policy. Enforcement responsibility is assigned to the Director of Security. Failure to comply may result in the Owner of the offending vehicle(s) being fined and/or the offending vehicle(s) being towed at the vehicle's owner's expense.

Airport parking shall be controlled by rules established by the Airport Committee and approved by the Board of Directors.

**E. Storage of Property and Vehicles.** No commercial vehicle, house trailer, mobile home, motor home, recreational vehicle, camper, truck with camper top, boat or boat trailer, or other personal property or equipment shall be stored on any Lot unless temporarily approved by the Security Department or Management. Such personal property or equipment should be screened from all neighboring residences and streets. If in the opinion of the Director of Security screening is not possible, or strict enforcement of this rule would be unreasonably burdensome, the Director of Security may grant a short-term exception specific to the property in question. Requests for Iona term exceptions to this rule will be determined by the ARC.

**F. Fires & Fireworks.** Open fires and fireworks are prohibited in the Plantation.

**G. Pets & Domestic Animals.** No farm animals or exotic animals shall be kept within or brought into the Covered Property. Household pets, within the ordinary meaning and interpretation of such words, may be kept on any Lot in the Covered Property; however, they shall not be allowed to make an unreasonable amount of noise or to become a nuisance. No pets will be allowed on the Covered Property other than on the Lot which is owned by, or in the possession of, the owner of such pets unless confined to a physical leash or under voice control. Dogs, specifically, must be confined to a physical leash when not on said Lot. Owners of animals are responsible for the behavior of the animals, including immediate cleanup of droppings. The Board shall determine in its sole discretion whether an animal is making an unreasonable amount of

noise or if it is a nuisance. The decision of the Board in such matters is conclusive and shall be enforced as other restrictions contained herein.

**H. Motorized Recreational Vehicles.** No motorcycles or motorized off-road vehicles, such as all-terrain three or four-wheelers, trail bikes, dune buggies, golf carts and similar vehicles are permitted in the Plantation except as follows:

1. Golf carts, ultra-light aircraft under the power of an Owner, motor scooters, and similar low power vehicles that are the property of Owners are permitted on the streets of the Plantation under the following conditions: the vehicle must be registered with Security and such registration evidenced by a decal that is displayed or maintained with the vehicle at all times during its operation on said streets; the vehicle must be operated by a licensed driver who is also an Owner or by a non-Owner who is accompanied by an Owner during the period of such operation; and the vehicle must be operated in compliance with all rules, regulations and covenants of the Association.

2. Owners who use motorcycles, as defined by Florida law, for general transportation shall be allowed to proceed to and from their property on such motorcycles.

**I. Oil and Mining Operations.** No oil drilling, oil development operations, oil refining, or any mining operations of any kind shall be permitted upon any building site.

**J. Commercial Operations.** No commercial operations or enterprises shall be conducted upon any Lot designated on the Plats described in Article III.A. as “residential.”

**K. Drying Areas.** No clothing or laundry shall be aired or dried on any portion of a residential property that is exposed to view from any other Lot.

**L. Dune Preservation.** Preservation of the dunes is extremely important for hurricane protection. Damage to primary dunes or beach vegetation is prohibited by Florida law and these Covenants.

**M. Grills.** The outdoor use of grills, smokers or similar cooking devices or the prohibition thereof shall be in accordance with rules adopted and published by the Board.

**N. Beachfront Lot Protection.** All beachfront Owners in the Plantation are required to have sand fencing installed at their dune line and are required to plant appropriate vegetation in their Lot’s dunes.

**Beach Usage.**

1. No item of personal property may be left unattended on the beach between the hours of 9:00 p.m. and 7:00 a.m.

2. Any item of personal property left on the beach in violation of this covenant shall be tagged and removed to the nearest boardwalk.
3. From 9:00 p.m. till 7:00 a.m. daily, on the beach, items of personal property that are relocated as close to, but not on, the toe of the dune or native vegetation, or where there are no dunes or native vegetation, are relocated as close as practicable to an existing permanent structure or the line of buildings, will not be considered discarded by the owner, abandoned or a violation of this covenant, provided:
  - (a) Such items shall not be placed on the dune or on native vegetation;
  - (b) Such items shall be stored in a neat and orderly manner;
  - (c) Such items shall not inhibit access to the beach from the nearest access areas, nor obstruct access on the beach, nor impact native vegetation, nor significantly affect sea turtles.
  - (d) Items of private property owners may be stored under or adjacent to their private dune walkovers or boardwalks.
  - (e) No items shall be placed on any beach access.
4. Holes dug on the beach are required to be personally attended and must be filled prior to leaving the beach.

**O. Lot Occupancy and Short-Term Rental.** There shall be no occupancy that exceeds the lesser of twenty-four (24) persons or the home's Onsite Sewage Treatment and Disposal System (OSTPS). All Owners who rent their home out for minimum periods of less than six (6) consecutive months must furnish the Association with a copy of their wastewater permit and sign a statement that they will not advertise or allow occupancy of the home which exceeds the permitted occupancy. Homes within the Plantation shall be rented and/or in their entirety (i.e. there shall be no partial rental or room rentals allowed within the Plantation).

#### **ARTICLE IX: ASSOCIATION COMMON AREAS**

- A. Scope and Intent.** Subject to the Provisions of Paragraph C below, every Member shall have a right and Easement of enjoyment in and to the Common Areas, and such Easement shall be appurtenant and shall pass with title to every Lot within the Plantation.
- B. Title to Common Areas.** At the time of platting each sub-division of The Plantation, Leisure Properties conveyed certain designated lands and facilities to the Association. Leisure Properties' right to automatically convey further lands and facilities to the Association no longer exists, and any conveyance by Leisure Properties or any other party must be acceptable to the Association. Any such conveyance shall not be

effective unless and until an instrument executed by a majority of the Board, accepting such conveyance, has been recorded in the public records.

**C. Members' Rights in the Common Areas.** The rights and Easements of enjoyment herein shall be subject to the following:

1. The right of the Association, in accordance with its Articles and By-laws, to borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage said properties. In the event of a default upon any such mortgage, the lenders' rights hereunder shall be limited to a right, after taking possession of such properties, to charge admission and other fees as a condition to the continued enjoyment of such properties to a wider public until the debt is satisfied, whereupon the possession of such properties shall be returned to the Association and all rights of the Members hereunder shall be fully restored; and
2. The right of the Association to take such steps as are reasonably necessary to protect the above-described properties against foreclosure; and
3. The right of the Association, as provided in its Articles and By-laws, and as provided in Article IV hereof, to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid, and for any period deemed appropriate by the Board for any infraction of its published rules and regulations; and
4. The right of the Association to charge reasonable admission and other fees for the use of the Common Areas and to limit the use of such Common Areas by an owner's guests who are not in residence in the Plantation to occasions when the owner is present in the Plantation with his or her guests. This limitation does not apply to family members of an owner; and
5. The right of the Association to dedicate or transfer all or any part of the Common Areas to any municipal corporation, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Board, provided that no such dedication or transfer determination as to the purposes or as to the conditions thereof shall be effective unless an instrument signed by a majority of the Board has been recorded, agreeing to such dedication, transfer, purpose, or condition, and unless written notice of the proposed agreement and action thereunder is sent to every Member at least thirty (30) days in advance of any such Board approval.

**D. Beach and Estuary Management.** Because of the great value and importance of the beaches and estuaries within The Plantation, the ARC may promulgate specific rules, regulations, and standards to insure that the beaches and estuaries will be fully protected against any destruction or degradation. Such rules, regulations, and standards shall include, but need not be limited to, the following: no dune destruction, including existing vegetation on dunes; no vehicular traffic on the beach or dune areas except as needed by the SGPOA staff for maintenance, safety or security purposes; no construction of any kind seaward of the officially established coastal construction

setback line, even if approved by governmental agencies. No dredge and fill of estuaries or marsh areas; and no construction or other activity near enough to the marsh or estuary and/or Critical Habitat Zone so as to allow any runoff or contaminants to reach said areas, unless written approval is also obtained from both the Board and the ARC.

- E. Common Area Zones.** The lands and facilities conveyed by Leisure Properties to the Association as Common Areas have been classified and any future lands and facilities conveyed to the Association shall be classified into the following three zones:
- 1. Preservation Zone.** Areas within a preservation zone are intended to be preserved in essentially a natural state. Due to unique ecological and natural features, no site development or improvement will be permitted except as reasonably required and intended to preserve the spirit of the area through the removal of dead, dying, and diseased trees and the replanting of selected species, and so as to permit pedestrian access and travel.
  - 2. Conservation Zone.** The conservation zone includes land inherently unsuited to intensive development because of physical limitations of the soil, physical characteristics of the land, or high-flooding probability. Development within a conservation zone shall be limited to those facilities necessary to support the following activities and other activities similar thereto as may from time to time be approved by the Board: (a) picnicking, (b) hiking trails, (c) bicycle trails, (d) fishing, (e) open field sports, (f) agriculture, (g) grazing, (h) forest management, and (i) private roads.
  - 3. Development Zone.** The development zone will permit any usage consistent with the ecological capacity of the land which is also consistent with the overall goals and needs of St. George Plantation as defined by the ARC.

The above three classifications shall be binding upon Leisure Properties, Ltd., the Association, and owners of building sites within the Covered Property and shall be considered perpetual and inviolate, subject only to the provisions of Article XV of these covenants.

- F. Use of Association Common Areas By Non-Members.** Notwithstanding the above, use of the Association Common Areas by non-members may be permitted by the Association pursuant to the following requirements:
- 1.** Such Usage may be permitted only for those non-members who own property in the area between 12th Street West and Bob Sikes Cut on St. George Island.
  - 2.** An assessment shall be made annually for such usage by qualified non-members. Said assessment shall be as established by the Board from time to time in its sole discretion and shall be collected at the time of the collection of the Association's annual assessments.

3. All provisions of these Covenants regarding the use of the Association Common Areas by Members shall also apply to non-members permitted to use same.
4. The Board may adopt such rules and regulations in its sole discretion as it deems necessary to implement the provisions of this Article IX, Paragraph F and to regulate the use of the Association's Common Areas by qualified non-members.

#### **ARTICLE X: EASEMENTS**

- A. **Utility Easements.** Leisure Properties reserves unto itself, its successors or assigns, a perpetual and alienable Easement and right on, over and under each Lot to erect, maintain and use pipes, wires, cables, conduits, sewers, water mains and other suitable equipment for the conveyance and use of electricity, telephone equipment, community antenna television service, gas, sewer, water, drainage facilities, or other public conveniences or utilities on, in or over those portions of each Lot, parcel or tract of land as may be reasonably required for utility line purposes, provided, however, that no such Easement shall be applicable to any portion of such Lot, parcel or tract as may (a) have been used prior to the installation of such utilities for construction of a building whose plans were approved pursuant to these covenants by the ARC, or (b) such portion of each Lot, parcel or tract as may be designated as the site for a building on a plot plan for erection of a building which has been filed with the ARC and which has been approved in writing by the ARC. These Easements and rights expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. Such rights may be exercised by any licensee of Leisure Properties or the Association, but this reservation shall not be considered an obligation of Leisure Properties or the Association to provide or maintain any such utility or service.
- B. **Common Access Easements.** Each owner shall have a perpetual Easement for ingress and egress across those areas designated as water access paths on the plats which will be recorded from time to time. Such ingress and egress Easements shall be limited to foot traffic, and shall extend only to Owners of Lots, their immediate families, and their guests and invitees.

#### **ARTICLE XI: RESIDENTIAL PROPERTY**

The area shown on the Plats or properties described in Article III, A or any subsequent Plat as Lots or residential property shall be subject, in addition to the general covenants, to the following protective covenants and restrictions, hereinafter referred to as the residential covenants:

- A. **Residential Purposes.** No Lot shall be used except for single-family, residential purposes, except as otherwise set out in this Article XI.



- B. Combination of Residential Lots.** Any two contiguous residential Lots, both of which are owned by the same Owner, may be combined into one residential Lot provided that a building permit has been obtained for construction of a residence on either one or both of such Lots.
1. The combination of the two residential Lots into one Lot shall be initiated by the Owner of such Lots making written application to the Board on or before December 1 in any year and providing the Board with a certified copy of the Franklin County, Florida R-1 building permit issued for the residence.
  2. The Board in its sole discretion may approve such request, and once approved, the combination of such Lots into a single Lot shall become automatically irrevocable. In order to be eligible for such approval, the owner(s) of the Lots must provide the Board with a copy of a plat and a copy of a revised warranty deed which show the combination of the lots and a copy of a document executed by the owner(s) of the Lots which acknowledges the combination of the Lots, all of which having been previously recorded in the public records of Franklin County, Florida.
  3. Approval shall become effective as set by the Board, and such approval shall not affect the amount of any assessments which became due prior to the effective date of the approval, or affect any other rights, obligations, or liabilities accruing prior to the effective date of the approval. Regardless of any provision to the contrary, only one residence may be built upon the combined Lots.
  4. Regardless of any provision to the contrary, when any two residential Lots have been combined into one residential Lot, the combination of these Lots shall be considered as one Lot only for all purposes, including, but not limited to, construction, assessments, and voting rights.
- C. Division of Building Sites.** No Owner shall have the right to sub-divide a Lot other than as shown on the recorded Plat. Owners of two or more contiguous Lots may relocate the boundary line by deed if written approval of the Board is obtained and the relocated boundary line does not decrease the area of either Lot.
- D. Use Exception.** Pursuant to the provisions of Article XI, Section A, above, a Lot may be used as a non-commercial park for the benefit of, and accessible without charge to, all of the Members and Special Members of the Association, subject to the rules of the Association for such use, if title to the Lot is transferred to and held by an organization recognized by the Internal Revenue Service of the United States as being exempt from the payment of federal income taxes and if the Lot is dedicated as a Conservation Easement pursuant to the laws of the State of Florida.

## **ARTICLE XII: COMMERCIAL PROPERTY**

The area shown on the Plats or properties described in Article III, A or any subsequent Plat as commercial property, including commercial portions of other structures, shall be

subject in addition to the general covenants, to the following protective covenants and restrictions hereinafter referred to as the “Commercial Covenants”:

- A. Mixed Usage.** Except for voting rights and assessments, any portion of the Commercial Property devoted to residential purposes shall also be subject, while so devoted, to the residential covenants and any reference in the residential covenants to “residential property” shall also be deemed to refer to any such portion of the commercial property.
- B. Maintenance.** All Owners and tenants must maintain structures in good repair and keep the same safe, clean, and orderly in appearance at all times, and maintain such structures in an attractive manner. The determination of the Board as to whether the structures are safe, clean, orderly in appearance, and properly painted or preserved in accordance with reasonable standards shall be final. Upon written notification by the Board to an Owner or tenant that his or her structure fails to meet acceptable standards, said Owner or tenant shall thereupon remedy such conditions within thirty (30) days to the satisfaction of the Board and that failing to remedy such condition, the Owner or tenants hereby covenant and agree that the Association may make the necessary repairs, but is not obligated to make such repairs or take such action as will bring the said structure up to acceptable standards. All such repairs and actions shall be at the sole expense of the Owner or tenant of the subject property. Such expense if not paid within thirty (30) days, together with interest thereon at the highest legal rate (not constituting usury) allowed by law, costs, and a reasonable attorney's fee, shall become a lien against the property affected and the personal obligation of the Owner of such property. Enforcement shall be in the same manner as for assessments as provided in these Covenants and the current By-laws of the Association.
- C. Commercial Usage.** Any properties designated as commercial properties or added to these Covenants as commercial properties shall be limited to the following specific uses: 1) Marina, 2) Air Strip, 3) Hotels, 4) Motels, 5) Multi-Family Structures, 6) Restaurants, 7) Gift and Tour Shops, 8) Ship's Store.
- D. Negotiations & Agreements.** The Board of Directors is authorized to negotiate on behalf of the Association and to enter into any agreements which the Board feels is in the best interest of the Association to limit, modify, or otherwise alter these commercial uses. Such agreements may require the Board not to contest on behalf of the Association the development of any commercial properties subject to the Development of Regional Impact Orders recorded in Official Records Books 143, Page 635, Official Records 190, Page 77, and Official Records Books 224, Page 541, all of the Public Records of Franklin County, Florida.

### **ARTICLE XIII: ENVIRONMENTAL CONTROL**

- A. St. George Island Development Order.** The St. George Island Development Order adopted by the Franklin County Commission on September 20, 1977, as recorded in Official Records Book 143, Page 635, of the Public Records of Franklin County,

Florida, as same has been or may be amended from time to time, shall constitute an additional protective covenant running with the land, and shall be applicable to all lands covered by this Order.

1. Apalachicola Bay is the most productive estuary system in the western hemisphere. The water of Apalachicola Bay is classified by the State of Florida as outstanding waters suitable for shellfishing and is one of the most important economic resources for Franklin County.
2. The 1977 Development Order specifies terms and conditions for development within St. George Plantation to ensure the protection of and the viability of this valuable resource and the seafood industry which depends upon it.
3. The intent of the 1977 Development Order is to minimize the negative effects of development in this highly sensitive area. The 1977 Development Order specifies requirements and limitations which are incorporated into and are part of these Covenants and which apply to all lands within the development, including, but not limited to the following:
  - a. Alteration of natural vegetation shall be kept to an absolute minimum.
  - b. There shall be no filling of fresh water Ponds or other Wetland areas, including salt or fresh water marshes and hydric-hammock areas.
  - c. All beach access from inland areas shall be provided by elevated pedestrian only boardwalks or dune walkovers.
  - d. No dune buggies, trucks, motorcycles or other motor vehicles of any kind shall be driven or ridden over or across the Critical Habitat Zone and/or any of the fresh or salt water marshes, wetland areas, sand dunes, or any area lying on the gulf side of a line extending 75 feet landward of the officially established Coastal Construction Setback Line.
  - e. Beaches, dunes and natural cuts or passes shall be allowed to fluctuate with the natural accretion and reliction forces. Artificial structures for beach, Gulf and Bay, stabilization such as groins, jetties, seawalls and revetments must have ARC approval prior to construction.
- B. Insect, Reptile and Woods Fire Control.** In order to implement effective insect, reptile and woods fire control, the Association and its agents have the right to enter upon any property on which a building or structure has not been constructed and upon which no landscaping plan had been implemented, for the purpose of mowing, removing, clearing, cutting, or pruning underbrush, weeds or other unsightly growth which in the opinion of the Association detracts from the overall beauty, setting and safety for St. George Plantation. The cost of this vegetation control shall be kept as low as reasonably possible and shall be paid by the Owner of the property. The

Association, and its agents may likewise enter upon such property to remove any trash that has been collected. The provisions in this paragraph shall not be construed as an obligation on the part of the Association to mow, clear, cut or prune any property, to provide garbage or trash removal services, or to provide water pollution control on any privately owned property. Entrance upon property pursuant to the provisions of this paragraph shall not be deemed a trespass.

#### **ARTICLE XIV: ADDITIONAL POWERS AND DUTIES OF ASSOCIATION**

Because of the unique and sensitive nature of this St. George Island Development, the Association shall have the following powers, duties, and responsibilities in addition to those specified earlier in these protective covenants.

- A. Fire Protection.** The Association will cooperate with the necessary governmental entities in assuring adequate fire protection within St. George Plantation. If such protection cannot be provided by governmental entities, the Association will attempt to reach an agreement with the other property owners on St. George Island to finance, operate, and maintain a volunteer fire department. If this cannot be accomplished, the Association shall have the power to finance, operate and maintain an adequate fire department to protect St. George Plantation. The cost of such fire department may be paid from the annual charges or via special assessments, and shall be subject to all of the provisions of Article IV above.
- B. Solid Waste Disposal.** The Association shall cooperate with the Board of County Commissioners of Franklin County to provide a method of disposing of the solid waste generated from the Covered Property. If the problem is not solved by the county or other governmental entity, the Association shall attempt to secure a franchise agreement with a responsible person, firm, or corporation to remove the solid waste from the Plantation under rules and regulations promulgated by the Association. If such a franchise agreement is not secured, then the Association shall have the power to finance, operate, and maintain a solid waste disposal operation to adequately dispose of all the solid waste generated within the Covered Property. Such operation shall be paid from the annual charges or special assessments outlined in Article IV above, and shall be subject to all the provisions of Article IV. The solid waste disposal system discussed in this section shall include a system of the timely removal of litter from the beach areas and other areas of common ownership.
- C. Road Maintenance.** The Association shall maintain and repair all roads within the development and shall have the power to acquire such equipment as may be necessary to effectuate this purpose. The cost of such road maintenance and repair shall be paid through the annual charges and special assessments described in Article IV above, and shall otherwise be subject to all the provisions of said Article IV. This section is further subject to the provision of that certain roadway Easement from Gene D. Brown to the Association recorded on Official Records Book 233, Page 189, of the Public Records of Franklin County, Florida.

- D. Pest Control.** The Association shall cooperate with the Board of County Commissioners of Franklin County in providing a program for pest control within The Plantation. Such pest control program shall be coordinated with the State Division of Health and other governmental agencies. The cost of this pest control program shall be financed via the annual charge outlined under Article IV above, and shall be subject to all the provisions of Article IV.
- E. Security Force.** The Association shall have the power to employ and maintain a security force for the purpose of maintaining adequate security within the Covered Property. To the extent possible, it is anticipated that the Franklin County Sheriff's Department will furnish primary security, and the security force to be maintained by the Association shall be kept at a level consistent with the basic security needs of the Association. The cost of operating and maintaining this security force shall be paid from the annual charge set forth under Article IV above, and shall be subject to all the provisions of Article IV.
- F. Protection of Association Property.** No person or entity shall cause or direct or suffer any person under his or her control to cause damage to, or trespass or encroach upon Association property. It shall be the duty of the Board to take such action as is reasonably necessary to prevent damage to Association property and to force persons responsible for damaging Association property to correct such damage or to compensate the Association for such damage. If a person causing damage does not correct the damage within 30 days of mailing notice to that person notifying them of the damage and the need, to correct such damage, the Association may correct such damage and then bill any person causing, or directing or suffering any person under their control. If said person is a Member of the Association, any costs for correcting such damage shall be a lien upon the property of such Member, and shall be enforceable in the same manner as assessments.
- G. Additional Powers of the Board.** Notwithstanding anything contained herein to the contrary (including Article IV, Section E (2)), except as otherwise expressly prohibited by the Association's Articles of Incorporation, By-laws, or other appropriate corporate documents, as from time to time amended, the Association, acting by and through its Board of Directors, is hereby granted, retroactively to the time it was no longer under the direct or indirect control of its original incorporators and/or the original developers of the Plantation, and in perpetuity, the following powers and authority in addition to, and not as a substitute of, the powers conferred by law to a not-for-profit corporation:
1. Sue and be sued, and settle any claims or demands;
  2. Make and execute contracts, deeds, and other written instruments;
  3. Incur liabilities, and subject to approval by a majority vote of Members and Special Members present at a duly called meeting of the Association, mortgage, pledge or convey by deed of trust any or all of the real or personal property of the Association as security for money borrowed or other liabilities incurred;

4. Employ accountants, attorneys, advisors, managers, assistants, security personnel, other professionals, agents and other persons as deemed appropriate by the Association's Board of Directors;
5. Expend funds for any lawful purpose;
6. Carry the kinds and amounts of insurance that the Association's Board of Directors deem proper to protect it and its members, officers, directors, employees, agents and representatives;
7. Conduct its affairs, carry on its operations, and exercise, to the fullest extent allowable, the plenary powers, rights and privileges granted to it by any state, territory, or possession of the United States, irrespective of any specific purpose or other limitation otherwise set forth herein;
8. Have and exercise any and all powers reasonable, necessary or convenient to effect any reasonable objective, including exercising control or authority over the Covered Property, or parts thereof; and
9. To do all such additional things as are incidental, related or beneficial to the foregoing and to otherwise transact any lawful business.

The validity of any past, present, or future acts of the Association that occurred after it was no longer under the direct or indirect control of its original incorporators and/or the original developers of the Plantation, may not be challenged on the grounds that it lacked the power or right to act as a result of the provisions of this instrument, but rather such challenge must be founded upon a lack of authority as a result of either (i) applicable laws or regulations or (ii) the Association's Articles of Incorporation, By-laws, or other appropriate corporate document.

#### **ARTICLE XV: DURATION, AMENDMENT, AND ENFORCEMENT**

##### **A. Basis for Covenants.**

1. The protective covenants and restrictions contained in this Declaration shall be construed as covenants running with the land and shall inure to the benefit of and be enforceable by the Association, which shall be deemed an agent for all of its members for such purpose, and by any owner, by actions at law or suits in equity.
2. The failure of any person or organization to enforce any covenant herein contained shall in no event be deemed a waiver by that or any other person or organization of its rights to thereafter enforce the same, nor shall any liability attach to any person or organization for failure to enforce such covenants.

##### **B. Covenants Enforcement.**

1. The Association, each Member and the Member's tenants, guests, and invitees are governed by, and must comply with the governing documents of the Association, the rules of the Association and Florida Statutes Chapter 720. Subject to the provisions of Section 720.311, Florida Statutes, actions at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the Association or by any Member against:
  - a. A Member;
  - b. The Association;
  - c. Any director or officer of the Association who willfully and knowingly fails to comply with these provisions; and
  - d. Any tenants, guests, or invitees occupying a Parcel or using the Common Areas.
  - e. The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs. This section does not deprive any person of any other available right or remedy.
2. The Association may suspend, for a reasonable period of time, the rights of a Member or a Member's tenants, guests, or invitees, or both, to use Common Areas and facilities and may levy reasonable fines in compliance with Florida Statutes against any Member or any tenant, guest, or invitee.
  - a. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. The amount of the fine for each occurrence and in the aggregate shall be as set out in the By-laws. All fines of \$1,000.00 or more in the aggregate shall become a lien on the Parcel and shall be collected and enforced in accordance with the provisions for the collection of delinquent assessments as set out in these Covenants.
  - b. A fine or suspension may not be imposed without notice of at least 14 days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three Members appointed by the board who are not officers, directors, or employees of the association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed.
  - c. The requirements of this subsection do not apply to the imposition of suspensions or fines upon any Member because of the failure of the Member to pay assessments or other charges when due.
  - d. Suspension of common-area-use rights shall not impair the right of an Owner or tenant of a Lot to have vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park.

3. The Association may suspend the voting rights of a Member for the nonpayment of regular annual assessments that are delinquent in excess of 90 days.
4. Upon the violation of any protective covenant or restrictions herein contained, the Association in addition to all other remedies, including foreclosure of liens and personal money judgments, may seek an order from a court of competent jurisdiction permitting it to enter upon the portion of the property upon or as to which such violation exists, and summarily to abate or remove the same, using such force as may be reasonably necessary, at the expense of the Owner thereof, and neither the person entering nor the organization directing the entry shall be deemed liable for any manner of trespass for such action. The Owner shall pay on demand the cost and expense of such abatement or removal, which expense, together with interest thereon at the highest legal rate (not constituting usury) allowed by law, and a reasonable attorney's fee for collecting and enforcement, shall become a lien upon the property affected and the personal obligation of the Owner of such property. Enforcement shall be as allowed for assessments as provided in the current By-laws of the Association. Each purchaser of any portion of the Covered Property by becoming such, agrees that he shall be personally responsible for the payment of all charges against his property pursuant to this Declaration which become due while he is the Owner thereof.

**C. Duration of Covenants.** All covenants, restrictions, and affirmative obligations set forth in this Declaration shall run with the land and shall be binding on all parties and persons claiming under them specifically including, but not to be limited to, the successors and assigns, if any, of Leisure Properties for a period of twenty-five (25) years from the execution date of the Declaration after which time all said covenants shall be automatically extended for successive periods of ten (10) years, unless terminated by an instrument signed by a majority of the then Owners of Lots in the Covered Property and recorded in the public records of Franklin County, Florida. The joint Owners of any Lot shall be considered as one for the purpose of calculating a majority.

**D. Amendment or Addition to Covenants.** An amendment to this Declaration may be proposed by a majority of the Board or by a written petition to the Board signed by not less than one-fourth (1/4) of the Members in Good Standing. Approval of such amendments shall be as hereinafter set out. Any covenant amendment which pertains to the voting rights of Members, to limitations on the amount of annual charges, or to the rights of Members in Common Areas may not be changed if more than forty percent (40%) of the Members of the Association present, in person or by proxy, and entitled to vote thereon at a duly called meeting of the Members, cast their vote against such amendment. With the aforementioned exceptions, any of the covenants contained herein may be amended by the approval of a majority of the Members present, in person or by proxy and entitled to vote thereon at a duly called meeting of the Members and the filing of an appropriate document in the Public Records of Franklin County, Florida. An amendment to this Declaration, executed and acknowledged by the proper officers of the Association, shall set forth substantially the following provisions:



1. The covenant intended to be amended or added;
  2. A statement that a resolution adopting such amendment or such new covenant was adopted at a duly held regular or special meeting of the Board, and by the required percentage of Members at a duly called meeting of the Members of the Association at which a quorum was present; and
  3. Any amendment to these Covenants made pursuant to the provisions of this section shall be effective on the date such amendment is filed in the Official Record Books of Franklin County, Florida, and no owner or other person, firm, corporation, or other entity shall be deemed to have acquired any right to enforce a covenant inconsistent with such amendment so as to prevent the full application and effectiveness of these covenants as they may be amended from time to time. The legal effect of this provision is and shall be that no person, firm, corporation, or other legal entity shall have the right to commence or maintain any action for the enforcement of any covenant unless the covenant sought to be enforced is still in full force and effect pursuant to these protective covenants, as they may be amended from time to time, at the time such action is commenced.
- E. Interpretation of Covenants.** The Board shall have the right to determine all questions arising in connection with the Declaration and to construe and interpret the provisions of the Declaration, and its good faith determination, construction, or interpretation shall be final, binding, and not subject to judicial review.
- F. Authority of Board; Limitations on Disposition of Common Area Property.** The Board shall have the power to act for and on behalf of the Association in carrying out the duties and responsibilities of the Association as set forth herein. Notwithstanding any other provision or provisions contained in these Covenants to the contrary, the Association shall not by act or omission abandon, partition, subdivide, change the use of, sell or otherwise transfer Common Area property having a value in excess of \$100,000.00 unless the prior written approval of same by not less than sixty-seven percent (67%) of the Members in Good Standing is obtained.
- G. Severability.** The determination by any court that any provision of this Declaration is unenforceable, invalid, or void shall not affect the enforceability of validity or any of the other provisions hereof.
- H. Replacement of Existing Covenants.** All prior amendments, revisions and restatements of the St. George Plantation Protective Covenants are hereby ratified and confirmed, and this document shall replace and supersede all of the prior covenants and such amendments, revisions and restatements which have been recorded to restrict the property set forth in Article III above, including the original St. George Island Protective Covenants recorded September 1, 1976, in Official Records Book 134, Page 466 of the Public Records of Franklin County, Florida.

