



904-747-0181  
200 Business Park Circle, Ste. 101  
Saint Augustine, FL 32095

[VestaPropertyServices.com](http://VestaPropertyServices.com)

Dear Westport Villages Owner:

Please let me introduce to you Vesta Property Services, Inc. We are a full-service management firm specializing in community association and amenities management. Vesta has been in business for over 25 years and employs over 900 professionals throughout several regions in Florida. The Northeast Region services over 70 communities. Effective September 1<sup>st</sup>, 2022, Vesta Property Services became your new management team.

Westport Villages Property Owners Association will be professionally managed by Oliver Ingram, LCAM, and Jarrod Vaughn, Administrative Assistant.

Aubrie Synan: [asynan@vestapropertyservices.com](mailto:asynan@vestapropertyservices.com) or 904-747-0181, Ext. 231

Karyn DeVos: [kdevos@vestapropertyservices.com](mailto:kdevos@vestapropertyservices.com) or 904-747-0181 Ext. 207

Our office hours are Monday – Friday, 8:30am – 4:30pm. An answering service is available after hours at 904.747.0181.

**We are excited to announce a new website – <https://wvpoa.nabrnetwork.com/>. An informational brochure is included to assist with website registration. Features include resident account access, receive text and/or email notifications, payment options, community documents, fillable owner forms, and much more!**

Please complete Owner Information and Electronic Consent forms – enclosed or online at <https://wvpoa.nabrnetwork.com/> and return as soon as possible. It is our goal to provide you with the utmost in professional management services. It will also enable us to have an open line of communication with the owners and should expedite any maintenance or management concerns you may have.

Sincerely,

*Heather Beladi,*

**Heather Beladi, CAM**

General Manager



200 Business Park Circle, Suite 101

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[www.VestaPropertyServices.com](http://www.VestaPropertyServices.com)

**MASTER DECLARATION OF COVENANTS AND  
RESTRICTIONS**

**FOR**

**VILLAGES OF WESTPORT**

**THIS DOCUMENT PREPARED BY:**

**Christina E. Parrish, Esq.  
13400 Sutton Park Drive, South, Suite 1402  
Jacksonville, Florida 32224**

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**MASTER DECLARATION  
OF  
COVENANTS AND RESTRICTIONS  
FOR  
VILLAGES OF WESTPORT**

**THIS DECLARATION** is made this 14<sup>th</sup> day of February, 2006, by Westport Villages, Inc., a Florida corporation (the "Developer"), which declares that the real property described on Exhibit A attached hereto and made a part hereof (the "Property"), which is owned by the Developer, shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall be deemed to be covenants running with the title to the Property and shall be binding upon the Developer and all parties having or acquiring any right, title or interest in the Property or any part thereof.

**ARTICLE I**

**MUTUALITY OF BENEFIT AND OBLIGATION**

Section 1.1 **Mutuality.** The covenants, restrictions, and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every parcel within the Property, and are intended to create mutual equitable servitudes upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of each and every parcel within the Property, their heirs, successors and assigns.

Section 1.2 **Benefits and Burdens.** Every person who is an Owner does by reason of taking title to land located within the Property agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

**ARTICLE II**  
**DEFINITIONS**

The following words, when used in this Declaration shall have the following meanings:

Section 2.1 **Association.** The Westport Villages Property Owners Association, Inc., a Florida corporation not-for-profit and its successors and assigns. This is the Declaration to which the Articles of Incorporation (the "Articles") and Bylaws (the "Bylaws") of the Association make reference.

Section 2.2 **Board.** The Board of Directors of the Association.

Section 2.3 **Building Site.** Each separate parcel of land within the Property, other than the Lots, as hereafter conveyed or designated by the Developer, consisting of an integral unit of land suitable for development by construction of improvements designed for office, retail, wholesale, hotel, motel, restaurant, warehouse, entertainment, recreational, service, industrial, multi-family, or other similar use. No Building Site shall include any portion of the Common Area or any other portion of the Property owned by the Association or the CDD.

residential dwelling units including without limitation, any condominium units, townhomes, apartment units, cooperative apartments, or duplex units, regardless of whether such Multi-family Improvements shall be owned individually or collectively by one or more Owners.

Section 2.12 **Owner**. The record owner or owners of any Lot or Building Site.

Section 2.13 **Property or Westport**. The real property described on the attached Exhibit A and such additions and deletions thereto as may be made in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration.

Section 2.14 **PUD**. The Planned Unit Development zoning approved by Duval County for the Property, as the same may be amended from time to time.

Section 2.15 **Residential Dwelling Unit**. Any improved portion of the Property located within a Lot or Building Site and intended for use as a residential dwelling, including without limitation, any detached residential dwellings, condominium units, townhouse units, apartment units, duplexes, or other attached residential dwellings. The term Residential Dwelling Unit shall not, however, mean or refer to (i) any hotel or motel room that is not declared to the condominium form of ownership, or otherwise subject to separate ownership; or (ii) any timeshare condominium unit.

Section 2.16 **Service Providers**. This term shall have the meaning ascribed to it by Section 5.3 hereof.

Section 2.17 **Subassociation**. Any residential or commercial property owners or condominium association (other than the Association) formed as a Florida non-profit corporation whose members are comprised of Owners. Further, in the event any group of Owners shall be members of more than one residential or commercial property owners or condominium association which would otherwise qualify as a Subassociation, the Association's Board of Directors in its sole discretion shall designate only one such property owners association which shall be deemed a Subassociation for purposes of this Declaration.

Section 2.18 **Surface Water or Stormwater Management System**. A system that is designed and constructed or implemented within the Property to control discharges that are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C. or regulations of similar import. For purposes of this Declaration, the Surface Water or Stormwater Management System shall be deemed to be a part of the Common Area.

hundred twenty (120) days after the Developer shall no longer own any Lot or Building Site, and the Association shall accept such conveyance or assignment. Upon the recordation of any deed or deeds conveying Common Area to the Association, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds.

Section 4.2 **Owners' Easement of Enjoyment.** Each Owner shall have a right and easement of enjoyment in and to the Common Area for its intended purpose, which shall be appurtenant to, and shall pass with, the title to the land of such Owner, subject to the following:

- (a) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner), to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility;
- (b) The right of the owner of the Common Area, with the consent of the Developer (if different from such owner), to make all or any part of the Common Area available for public use, provided that such use shall not unreasonably interfere with the use and enjoyment of such Common Area by the Owners.
- (c) All provisions of this Declaration, any plat of all or any parts of the Property, and all applicable governmental restrictions, including the provisions of the PUD;
- (d) Reasonable rules and regulations governing use and enjoyment of the Common Area adopted by the Developer or the Association;
- (e) The rights of the Developer under Section 4.3 to add to or withdraw land from the Common Area;
- (f) Easements, restrictions, agreements, and other matters of record.

The foregoing easement of enjoyment in favor of the Owners shall not be construed to create or imply any other easements or rights not expressly created by this Declaration, it being the intent hereof to limit the Owners' rights of use of specific portions of the Common Area to only the intended purposes of such portions of the Common Area. For example, the creation of each Owner's right to drain such Owner's property into the portions of the Common Area included within the Surface Water or Stormwater Management System, does not create any right of access by any Owner to such portions of the Common Area over any other Owner's property or other privately owned portions of the Property.

Section 4.3 **Right of the Developer to Designate Property as Common Area or to Withdraw Property from the Common Area.** Notwithstanding anything to the contrary contained in this Declaration, the Developer shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Developer as Common Area, provided only that such land shall be located within the Property or substantially contiguous to the Property (for purposes of this Section 4.3, property which may be reasonably integrated into the overall development of the Property shall be deemed substantially



incurred by the Association pursuant to this Section 4.4, shall be a common expense of the Association to be collected and paid in the manner prescribed by this Declaration.

(b) In the event that the CDD shall for any reason fail to maintain the portions of the Surface Water or Stormwater Management System for which it is responsible, or any other portion of the Property or other property or improvements located in the vicinity of the Property, as required by law or this Declaration, the Association shall have the right to perform such maintenance on behalf of the CDD upon not less than fifteen (15) days prior written notice to the CDD. Any and all costs and expenses incurred by the Association in performing such maintenance on behalf of the CDD, shall be recoverable by the Association in accordance with applicable law.

Section 4.5 **Easement for Maintenance Purposes.** The Developer hereby reserves for itself, the Association, the CDD and their respective agents, employees, contractors, successors and assigns an easement for access in, on, over and upon those portions of the Property as may be reasonably necessary for the purpose of access to and maintenance of the Common Area, including the Surface Water or Stormwater Management System, or other portions of Property to be maintained by Association or the CDD, in accordance with the requirements of this Declaration or as provided by law. The easement reserved hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights reserved hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration by the party exercising such rights.

## **ARTICLE V**

### **COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 5.1 **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of a Lot or Building Site within the Property hereby covenants, and by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual and special assessments established and levied pursuant to the terms of this Declaration. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys' fees), shall be a charge and continuing lien upon each Lot and Building Site against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the Common Areas or by abandonment.

Section 5.2 **Purpose of Assessments.**

(a) The annual assessments levied by the Association against all Owners shall be used for the purposes of operational expenses, management and accounting fees, taxes,

Section 5.4 **Calculation and Collection of Assessments.** Annual assessments shall be established by the Board of Directors based upon an annual budget. Each Owner's pro rata share of the total annual assessment or any special assessment shall be based upon the following calculations:

(a) Owners of Lots and Building Sites shall pay a pro rata share of annual and special assessments based upon assessment equivalents allocated among the Owners as provided in subparagraph (b) hereof (the "Assessment Equivalents"). Except as hereafter provided, the annual assessment amount allocated to each Assessment Equivalent is hereby established to be, and shall not exceed, \$65.00 per Assessment Equivalent. From and after December 31, 2006, such amount may be decreased or increased by an amount not to exceed ten percent (10%) of the prior annual assessment amount per Assessment Equivalent, such annual increases to be cumulative and self-operative. Further, by a vote of not less than two-thirds of the members of the Board of Directors, the foregoing assessment amount per Assessment Equivalent may be increased above the ten percent (10%) limitation set forth in this Section 5.4. For purposes of determining the amount of any increase in annual assessments, the amount of any special assessment or Area Assessments (as such term is defined in Section 5.5 hereof) shall not be taken into account. The total amount of each special assessment shall be divided by the total Assessment Equivalents attributable to Property as of the date of authorization of such special assessment by the Board of Directors for purposes of determining the portion of the special assessment allocable to each Lot or Building Site.

(b) The share of the total annual assessment and any special assessments imposed by the Board of Directors, pursuant to this Declaration shall be allocated among the Owners of the Lots and Building Sites as follows:

(i) The Owners of Lots shall pay annual and special assessments based upon one (1) Assessment Equivalent for each Lot owned by such Owners.

(ii) Owners of Building Sites upon which improvements other than Residential Dwelling Units are constructed shall pay annual and special assessments based upon one (1) Assessment Equivalent for each two thousand five hundred (2,500) square feet of heated and air conditioned space located within completed improvements constructed upon such Owners' Building Sites, rounded to the nearest two thousand five hundred (2,500) square feet. Building Sites with improvements located thereon or approved for construction which are comprised of less than two thousand five hundred (2,500) or less square feet of heated and air conditioned space shall be allocated one (1) Assessment Equivalent each. Owners of Building Sites on which Residential Dwelling Units are constructed shall pay annual and special assessments based upon one (1) Assessment Equivalent for each Residential Dwelling Unit constructed upon such Owners' Building Sites.

(c) The assessment obligations of each Owner other than the Developer shall commence upon the recordation of this Declaration in the current public records of Duval County, Florida. Annual assessments shall be collectable in advance on a periodic basis



Section 5.7 **Subordination of Lien to Mortgages.** The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any bona fide mortgage which is perfected by recording prior to the recording of the claim of lien for any such unpaid assessments. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of the Lot or Building Site by deed in lieu of foreclosure, pursuant to a decree of foreclosure, or pursuant to any other proceeding in lieu of foreclosure of such mortgage. The total amount of assessment which remains unpaid as a result of a mortgagee obtaining title to the Lot or Building Site shall be added to the Association's total budget and shall be paid by all Owners including the mortgagee on a pro rata basis. No such sale or other transfer shall relieve any Lot or Building Site from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessments. A written statement of the Association that its lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 5.8 **Capitalization of the Association.** Upon acquisition of record title to a Residential Dwelling Unit or an unimproved Lot from Declarant, or a Residential Dwelling Unit from any Owner other than Declarant, each Owner acquiring such Residential Dwelling Unit or Lot shall contribute to the capital of the Association an amount equal to up to one half (1/2) of the amount of the annual assessment attributable to such Residential Dwelling Unit or Lot, as determined by the Board. This amount shall be collected at the closing of the purchase and sale of the applicable Residential Dwelling Unit or Lot, and shall be disbursed to the Association. In no event shall the Developer be obligated to contribute to the capital of the Association pursuant to this Section 5.8.

Section 5.9 **Transfer Fees.** In connection with any request by an Owner or a prospective purchaser of a Residential Dwelling Unit for a confirmation of assessments owed to the Association or to process a change of ownership on the books and records of the Association, as a condition to providing such service, the Association shall have the right to charge a reasonable fee to the party making the request in an amount to be determined by the Board of Directors.

Section 5.10 **Developer's Assessments.** Notwithstanding any provision of this Declaration to the contrary, during the Development Period (as defined below) the Lots, Building Sites, and other portions of the Property owned by the Developer shall not be subject to any annual or special assessments levied by the Association or to any lien for such assessments. During the Development Period, and in lieu of payment of any assessments to the Association, the Developer shall pay the balance of the actual operating expenses of the Association (excluding the cost of funding deferred maintenance and reserve accounts) remaining after the levying of and payment of assessments due from Owners other than the Developer pursuant to assessments levied by the Board of Directors pursuant to this Declaration. The Developer shall be obligated to fund such balance only as the expenses are actually incurred by the Association during the Development Period. The Development Period shall begin upon the conveyance of the first Lot or Building Site in the Property to an Owner other than the Developer and shall continue until the Developer shall notify the Association that it will no longer pay for operating deficits of the Association. Upon termination of the Developer's agreement to pay operating

Section 7.2 **Compliance with Laws.** All Owners and other occupants of the Property shall at all times comply with the terms of the PUD, and all environmental, land use, marketing and consumer protection ordinances, statutes and regulations applicable to the Property or to any improvements constructed thereon, as well as all governmental rules, regulations, statutes and ordinances applicable to each Owner in connection with operation of improvements located within the Property.

Section 7.3 **Platting and Additional Restrictions.** The Developer shall be entitled at any time, and from time to time, to plat or replat all or any part of the Property, and to file any covenants and restrictions, or amendments to this Declaration, with respect to any portion or portions of the Property owned by the Developer, without the consent or joinder of any other party.

Section 7.4 **Reservation of Right to Release Restrictions.** If a building or other improvement has been or is proposed to be erected within the Property in such a manner as to constitute a violation of, variance from, or encroachment into, the covenants and restrictions set forth in, or easements granted or reserved by, this Declaration, the Developer shall have the right to waive or release the violation, variance or encroachment without the consent or joinder of any person so long as the Developer, in the exercise of its sole discretion, determines in good faith that such waiver or release will not materially and adversely affect the health and safety of Owners, the value of adjacent portions of the Property, and the overall appearance of the Property.

Section 7.5 **Easements for Ingress, Egress, Utilities and Drainage.** The Developer reserves for itself, its successors, assigns and designees, a right-of-way and perpetual, nonexclusive easement for ingress and egress and to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, drainage ways and structures, or other public conveniences or utilities, on, in and over, (i) any portion of the Common Area; and (ii) any area designated as an easement, private street or right-of-way area on any plat of all or any portion of the Property.

Section 7.6 **Easement for Access and Drainage; Drainage Flow.** The Developer and the Association shall have a perpetual non-exclusive easement over all areas of the surface water or Stormwater Management System for access to operate, maintain or repair the Stormwater Management System. The Association shall have the right to enter upon any portion of the Property which is a part of the Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Stormwater Management system as required by the SJRWMD permit. Additionally, the Developer and the Association shall have a perpetual non-exclusive easement for drainage over the entire Stormwater Management System. Drainage flow shall not be obstructed or diverted from drainage easements. The Developer or the Association may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to be necessary to maintain reasonable aesthetic standards relative to the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable aesthetic standards, but shall not include



location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to specific conformance with architectural criteria which may be imposed from time to time by the Developer. It shall be the burden of each Owner to supply two (2) sets of completed plans and specifications to the Developer and no plan or specification shall be deemed approved unless a written approval is granted by the Developer to the Owner submitting same. The Developer shall approve or disapprove plans and specifications properly submitted within thirty (30) days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the Developer to the Owner submitting same.

Section 8.2 **Review Procedures.** The Developer shall have the following rights with respect to architectural review and approval conducted in accordance with this Article VIII:

(a) To promulgate, amend, eliminate or replace architectural criteria applicable to architectural review to be conducted by the Developer which shall be applicable to all or any portions of Villages of Westport. Any amendment of the architectural criteria shall be consistent with the provisions of this Declaration. Notice of any amendment to the architectural criteria, which shall include a verbatim copy of such amendment, shall be delivered to each member of the Association. The delivery to each member of the Association of notice and a copy of any amendment to the architectural criteria shall not, however, constitute a condition precedent to the effectiveness or validity of such amendment. It shall not be necessary for the architectural criteria, or any amendment thereto, to be recorded.

(b) To require submission of two (2) complete sets of all plans and specifications for any improvement or structure of any kind requiring review and approval pursuant to this Article VIII. The Developer may also require submission of samples of building materials proposed for use on any Lot, and may require tree surveys to show the effect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the Developer to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable architectural criteria.

(c) To approve or disapprove in accordance with the provisions of this Article VIII, any improvements or structures of any kind, or any change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot, and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon.

(d) To adopt a schedule of reasonable fees for processing requests for architectural approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the Developer.

(e) To require each Owner to deposit a reasonable sum (the "Construction Deposit") with the Association to secure such Owner's compliance with the terms of this Declaration and all plans and specifications approved in accordance with this Article VIII.



ASSOCIATION AND THE CDD AND THE ASSOCIATION HAVE THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE CDD AND THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST ANY OWNER VIOLATING ANY PROVISION OF THE PERMITS.

FURTHER, ANY OWNER OWNING A LOT OR BUILDING SITE WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS OR CONSERVATION AREAS AS ESTABLISHED BY THE ACOE OR SJRWMD OR BY ANY APPLICABLE CONSERVATION EASEMENT SHALL BY ACCEPTANCE OF TITLE TO THE LOT OR BUILDING SITE, BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE PERMITS AS THE SAME RELATE TO SUCH OWNER'S LOT OR BUILDING SITE AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS AND CONSERVATION AREAS IN THE CONDITION REQUIRED UNDER THE PERMITS. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF THE PERMITS AND FOR ANY REASON THE DEVELOPER, THE CDD OR THE ASSOCIATION IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DEVELOPER, THE CDD AND THE ASSOCIATION HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COST AND ATTORNEYS' FEES, AS WELL AS ALL COSTS OF CURING SUCH VIOLATION. NO PERSON SHALL ALTER THE DRAINAGE FLOW OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM OR ANY PORTION OF THE JURISDICTIONAL WETLANDS OR CONSERVATION AREAS, INCLUDING WITHOUT LIMITATION, ANY BUFFER AREAS, SWALES, TREATMENT BERMS OR SWALES, WITHOUT THE PRIOR WRITTEN APPROVAL OF THE SJRWMD OR ACOE, AS APPLICABLE.

#### **ARTICLE X** **GENERAL PROVISIONS**

Section 10.1 **Developer's Reserved Rights Re: Easements.** Notwithstanding any provision of this Declaration to the contrary, the Developer shall have the right to specifically define or amend the boundaries or extent of any easement, license, or use right reserved or granted pursuant to the terms hereof. At any time, the Developer shall have the right to execute and record an instrument which shall specifically define or amend the boundary and extent of any such easement, license or use right, or the Developer may specifically define or amend such boundaries by the designation thereof on one or more recorded plats of portions of the Property. The Developer's determination of the boundary and extent of any easement, license or use right reserved or granted pursuant to this Declaration in accordance with this Section 10.2, shall be dispositive for all purposes; provided nothing contained in this Section 10.2 shall authorize the Developer to take any action that would have a material and adverse effect on any improved portion of the Property.

each violation. A fine may be imposed on the basis of each day of a continuing violation with a single notice and opportunity for hearing, however, no such fine shall exceed the maximum aggregate amount allowed by law for a continuing violation.

(e) Payment of Fines: Fines shall be paid not later than fourteen (14) days after notice of the imposition or assessment of the penalties.

(f) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth elsewhere in this Declaration.

(g) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors.

(h) Non-exclusive Remedy: The imposition of fines authorized by this Section shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any fine paid by an offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

Section 10.3 Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

Section 10.4 Additional Restrictions. No Owner, without the prior written consent of the Developer, may impose any additional covenants or restrictions on any part of the Property, but the Developer may include in any contract or deed hereafter made and covering all or any part of the Property, any additional covenants or restrictions applicable to the Property so covered which are not inconsistent with and which do not lower standards established by this Declaration.

Section 10.5 Titles. The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 10.6 Termination or Amendment. The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend, or terminate these covenants provided, however, that so long as the Developer owns any land within the Property, no such termination or amendment shall be effective without the written consent and joinder of the Developer. Further, until such time as the Developer shall not own any lands subject to this Declaration, the Developer shall have the unilateral right to amend this Declaration without the consent or joinder of any other party in any



INFORMATION RELATING TO THE INDIVIDUAL USE OF THE COMMON SYSTEMS BY OWNERS INCLUDING ACCOUNT AND CONTENT INFORMATION. IN RECOGNITION OF THIS FACT, EACH OWNER WAIVES ANY PRIVACY RIGHTS THAT SUCH OWNER MAY HAVE IN ANY SUCH INFORMATION, AS WELL AS ANY CLAIMS RELATING THERETO AGAINST THE DEVELOPER, THE ASSOCIATION OR THEIR RESPECTIVE AFFILIATES, SUCCESSORS, ASSIGNS, CONSTITUENT MEMBERS OR RELATED PARTIES. FURTHER, EACH OWNER ACKNOWLEDGES AND AGREES THAT THE ACQUISITION OF SUCH INFORMATION BY THE DEVELOPER OR THE ASSOCIATION SHALL NOT CREATE ANY DUTY ON THE PART OF THE DEVELOPER, THE ASSOCIATION OR ANY OTHER PARTY TO ACT IN ANY MANNER WITH RESPECT TO SUCH INFORMATION.

NEITHER THE DEVELOPER NOR THE ASSOCIATION NOR ANY OF THEIR RESPECTIVE AFFILIATES, SUCCESSORS, ASSIGNS, CONSTITUENT MEMBERS OR RELATED PARTIES SHALL BE LIABLE TO ANY OWNER OR OTHER PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES, LOSSES, ALLEGATIONS, CLAIMS, SUITS OR OTHER PROCEEDINGS, EXPENSES, LIABILITIES OR COSTS (INCLUDING ATTORNEYS' FEES), INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, EARNINGS, BUSINESS OPPORTUNITIES, DATA, INACCURACY OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR PERSONAL INJURY (INCLUDING DEATH) RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, ANY OWNER'S OR OTHER PARTY'S USE OF ANY COMMON SYSTEM SERVICES PROVIDED PURSUANT TO A COMMON SERVICE CONTRACT, INCLUDING WITHOUT LIMITATION (I) ANY CONTENTION THAT THE USE OF A COMMON SYSTEM BY AN OWNER OR OTHER PARTY INFRINGES ON THE COPYRIGHT, TRADEMARK, PATENT, TRADE SECRET, CONFIDENTIALITY, PRIVACY OR OTHER INTELLECTUAL PROPERTY OR CONTRACTUAL RIGHT OF ANY PARTY; (II) MISTAKES, OMISSIONS, INTERRUPTIONS, DELETION OF FILES, ERRORS, DEFECTS, DELAYS IN OPERATION, NON-DELIVERIES, MIS-DELIVERIES, TRANSMISSION OR ANY FAILURE OF PERFORMANCE OF THE COMMON SYSTEM; (III) ACTS OR OCCURRENCES BEYOND THE REASONABLE CONTROL OF APPLICABLE SERVICE PROVIDERS, INCLUDING WITHOUT LIMITATION, FIRE, LIGHTENING, EXPLOSION, POWER SURGE OR FAILURE, WARS, ACTS OF GOD, ANY LAW, ORDER, REGULATION OR REQUIREMENT OF ANY GOVERNMENTAL OR LEGAL BODY OR REPRESENTATIVE THEREOF; (IV) THE CONTENT OF SERVICES AVAILABLE ON THE INTERNET OR OTHERWISE THROUGH ANY COMMON SYSTEM, INCLUDING THE ACCURACY, QUALITY AND CONFIDENTIALITY OF INFORMATION OBTAINED THROUGH THIRD PARTIES THROUGH SUCH COMMON SYSTEM; OR (V) THE ACTIVITIES OF OTHER INTERNET USERS IN ACCESSING OR MONITORING ANY OWNERS' OR OTHER PARTIES' PERSONAL COMPUTERS OR USE THEREOF.

NEITHER THE DEVELOPER NOR THE ASSOCIATION NOR THEIR RESPECTIVE AFFILIATES, SUCCESSORS, ASSIGNS, CONSTITUENT MEMBERS OR RELATED



IN WITNESS WHEREOF, the Developer has caused this instrument to be executed under seal this 14<sup>th</sup> day of February, 2006.

Signed, sealed and delivered  
in the presence of:

Westport Villages, Inc., a Florida corporation

[Signature]  
Name Printed: Christina E. Parrish

By: [Signature]  
Mitchell R. Montgomery  
Its Vice President

[Signature]  
Name Printed: Elsa B. Murphy

STATE OF FLORIDA           )  
  )  
COUNTY OF DUVAL        )

The foregoing instrument was acknowledged before me this 14<sup>th</sup> day of February, 2006, by Mitchell R. Montgomery, the Vice President of Westport Villages, Inc., a Florida corporation, on behalf of the corporation.

[Signature]  
(Print Name \_\_\_\_\_)  
NOTARY PUBLIC, State of \_\_\_\_\_  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Personally Known \_\_\_\_\_  
or Produced I.D. \_\_\_\_\_  
[check one of the above]

Type of Identification Produced \_\_\_\_\_



**EXHIBIT B**

**Common Area**

Tracts "L-1" and "L-2, the landscaping and signage easements, the private unobstructed drainage easements, non-access easements, the landscaping, signage and fencing easements, tract "R-1" and "R-2" future right of way easements and Tract "C-1" and "C-2" conservation easements designated on the plat of Villages of Westport Phase 1 as such plat is recorded in plat book 60 pages 101 through 115, inclusive of the current public records of Duval County, Florida.

**Prepared by and Return to:**

Richard E. Larsen, Esq.

**LARSEN & ASSOCIATES, P.A.**

300 S. Orange Avenue, Suite 1200

Orlando, FL 32801

(407) 841-6555

**AMENDMENT TO MASTER DECLARATION OF COVENANTS AND  
RESTRICTIONS FOR VILLAGES OF WESTPORT**

WHEREAS, The Master Declaration of Covenants and Restrictions For Villages Of Westport ("Declaration") was recorded at Official Records Book 3074, Page 2423, Public Records of Duval County, Florida; and

WHEREAS, said Declaration provides in Article X, Section 10.6, that the Developer reserves the right to amend, modify, alter or annul any of the covenants, conditions, restrictions or easements of this Declaration, as long as it continues to own property subject to the Declaration; and

WHEREAS, Westport Villages, Inc., a Florida Corporation, is the Developer as set forth in the Declaration; and

WHEREAS, Developer desires to amend said Declaration.

NOW THEREFORE, the Declaration is amended as follows:

1. Article V, Section 5.4 (a) of the Declaration is hereby amended to read as follows:

5.4 (a) Owners of Lots and Building Sites shall pay a pro rata share of annual and special assessments based upon assessment equivalents allocated among the Owners as provided in subparagraph (b) hereof (the "Assessment Equivalents"). Except as hereafter provided, the annual assessments amount allocated to each Assessment Equivalent is hereby established to be, and shall not exceed, \$65 \$165.00 per Assessment Equivalent. From and after December 31, 2006, such amount may be decreased or increased by an amount not to exceed ten percent (10%) cumulative and self-operative. Further, by a vote of not less than two-thirds of the members of the Board of Directors, the foregoing assessment amount per Assessment Equivalent may be increased above the ten percent (10%) limitation set fourth in this Section 5.4. For purposes of determining the amount of any increase in annual

NEW TEXT INDICATED BY UNDERLINE, DELETED TEXT INDICATED BY STRIKE-OUT



and seal as of this 16 day of December, 2008.

**Westport Villages, Inc.,  
a Florida Corporation**

By: [Signature]  
Mitchell R. Montgomery, Vice-President  
Address: 13400 SUTTON PARK DRIVE SOUTH, SUITE 1402  
JACKSONVILLE, FL 32224

STATE OF FLORIDA  
COUNTY OF DUVAL

THE FOREGOING instrument was acknowledged before me this 16<sup>th</sup> day of December, 2008, by Mitchell R. Montgomery, as Vice-President of Westport Villages, Inc., who is personally known to me or produced identification (type of identification produced) NA.

[Signature]  
Printed Name: ELSA B. MURPHY  
Notary Public - State of Florida

ELSA B. MURPHY  
Notary Public, State of Florida  
My comm. exp. Feb. 11, 2010  
Comm. No. DD 492354

**DECLARATION OF COVENANTS AND RESTRICTIONS**  
**FOR**  
**VILLAGES OF WESTPORT RESIDENTIAL LOTS**

**THIS DOCUMENT PREPARED BY:**

**Christina E. Parrish, Esq.**  
**Montgomery Land Company**  
**13400 Sutton Park Drive, South, Suite 1402**  
**Jacksonville, Florida 32224**

|              |  |
|--------------|--|
| Section 5.9  | Lakes  |
| Section 5.10 | Casualty Damages                             |
| Section 5.11 | Trees  |
| Section 5.12 | Artificial Vegetation                        |
| Section 5.13 | Signs  |
| Section 5.14 | Lighting                                     |
| Section 5.15 | Animals                                      |
| Section 5.16 | Maintenance of Lots and Limited Common Areas |
| Section 5.17 | Fences                                       |
| Section 5.18 | Maintenance of Driveways                     |

**ARTICLE VI      GENERAL PROVISIONS**

|             |                                    |
|-------------|------------------------------------|
| Section 6.1 | Remedies for Violations            |
| Section 6.2 | Severability                       |
| Section 6.3 | Additional Restrictions            |
| Section 6.4 | Titles                             |
| Section 6.5 | Termination or Amendment           |
| Section 6.6 | Conflict or Ambiguity in Documents |
| Section 6.7 | Usage                              |
| Section 6.8 | Effective Date                     |

Exhibit A - Property



specifically assigned. Developer may assign all or only a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to Westport Villages, Inc. as the Developer of the Property is not intended and shall not be construed, to impose upon Westport Villages, Inc. any obligations, legal or otherwise, for the acts or omissions of third parties who purchase lots or parcels within the Property from Westport Villages, Inc. and develop and resell the same.

Section 2.5 **Limited Common Area**. The Limited Common Area of a Lot shall consist of the portion of the Property between the front Lot line and the nearest edge of the paved road surface (as it may exist from time to time) and between the rear Lot line and the nearest shore line of any lake contiguous to or within forty (40) feet of the Lot, within the area bounded by the extension of the side Lot lines, together with any portion of the Property contiguous to a Lot which, as a result of the natural configuration of the Property, is primarily of benefit to such Lot. Any question concerning the boundary of a limited common area shall be determined by the Board of Directors of the Association.

Section 2.6 **Lot**. Any platted Lot or any other parcel of real property located within the Property, on which one or more residential dwellings have been or could be constructed.

Section 2.7 **Master Covenants**. The Declaration of Covenants and Restrictions for Villages of Westport, recorded in Official Records Book 1207 at page 2423 of the public records of Duval County, Florida, as the same may be amended from time to time.

Section 2.8 **Owner**. The record owner or owners of any Lot.

Section 2.9 **Property or Subdivision**. The real property described on the attached Exhibit A and such additions and deletions thereto as may be made in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration.

### **ARTICLE III** **PROPERTY SUBJECT TO THIS DECLARATION:** **ADDITIONS AND DELETIONS**

Section 3.1 **No Implied Extension of Covenants**. Each Owner and each tenant of any improvements constructed on any Lot, by becoming an Owner or tenant, shall be deemed to have agreed that (a) the Property described on Exhibit A and such additional property as may be annexed pursuant to Section 3.2 hereof shall be the only Property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or requiring the Developer to subject any other property now or hereafter owned by the Developer to this Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 3.2 hereof.

**ARTICLE V**  
**USE RESTRICTIONS AND RIGHTS AND**  
**EASEMENTS RESERVED BY DEVELOPER**

Section 5.1 **Residential Use.** The Lots subject to this Declaration may be used for residential dwellings and associated uses, and for such other purposes as may be permitted under this Section 5.1. Such Lots may be used for model homes during the development and sale of Lots within the Property, and commercial uses shall be limited to those uses that are (i) permissible under the PUD (as such term is defined in the Master Covenants); and (ii) expressly authorized in writing by the Developer, in its sole discretion. No Lot shall be divided, subdivided or reduced in size without the prior written consent of the Developer. Assessments for common expenses attributable to any Lot which may be subdivided pursuant to this Section 5.1 shall be reallocated by the Developer, in its sole discretion, at the time written consent for such subdivision is given by the Developer.

Section 5.2 **Lot Coverage and Living Area.** The maximum ground area to be occupied by residential buildings and structures to be constructed upon the Lots and the minimum square footage of heated and air conditioned space within single family residences to be constructed thereon shall be as stated in the architectural criteria adopted by the Developer or the Association as applicable, pursuant to the terms of the Master Covenants.

Section 5.3 **No Detached Buildings.** No garages, tool or storage sheds, tents, trailers, tanks, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the Developer, which consent may be withheld in the Developer's sole discretion.

Section 5.4 **Setbacks.** The building setbacks applicable to the Lots and the method of measurement thereof shall be as stated in the architectural criteria adopted by the Developer or the Association, as applicable, pursuant to the terms of the Master Declaration.

Section 5.5 **Landscaping.** Landscaping shall be installed on each Lot as stated hereafter.

5.5.1 A detailed landscaping plan for each Lot and Limited Common Area appurtenant thereto must be submitted to and approved by the Developer at the time of initial construction of a residence on such Lot. All such landscape plans shall be evaluated in accordance with the Master Declaration and applicable architectural criteria. The Developer reserves the right to approve standardized landscape plans submitted by builders selected by the Developer to be featured builders of Villages of Westport, which may thereafter be implemented without further review by the Developer on a lot-by-lot basis.

5.5.2 Subsequent to approval by the Developer of landscaping plans submitted pursuant to Section 5.5.1 above, the Owner shall be obligated to complete the landscaping of his Lot and Limited Common Area in accordance with such plans and Section 5.5.1 above, within fifteen (15) days following the issuance of a Certificate of Occupancy for the residence constructed on the Lot by the Building Department of Duval County, Florida, or other

all at the expense of the Owner of such lake parcel pursuant to the provisions of Article V of this Declaration. Title to any lake parcel shall not include ownership of any riparian rights associated therewith. No docks, bulkheads or other structures shall be constructed on such embankments unless and until same shall have been approved by the Developer. The Association shall have the right to adopt reasonable rules and regulations from time to time in connection with use of the surface waters of any lake adjacent to or nearby the Subdivision. The Association shall have the right to deny such use to any person who in the opinion of the Association may create or participate in the disturbance or nuisance on any part of the surface waters of any such lake. The use of the surface waters of any such lake shall be subject to rights granted to other persons pursuant to the rules and regulations of the Association.

Section 5.10 **Casualty Damages.** In the event of damage or destruction by fire or other casualty to the improvements located on any Lot, the Owner shall commence reconstruction of the improvements within six (6) months from date of casualty and shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provisions of this Declaration. The improvements shall be reconstructed in accordance with the original plans and specifications for the original improvements or new plans and specifications approved by the Developer in accordance with the requirements of this Declaration. All debris must be removed immediately and the Lot shall be restored to an orderly condition within a reasonable time not to exceed sixty (60) days from the date of such damage or destruction.

Section 5.11 **Trees.** No tree or shrub, the trunk of which exceeds twelve (12) inches in diameter three (3) feet above the ground, shall be cut down, destroyed or removed from a Lot without the prior express written consent of the Developer. Further, no tree of any description that is required to remain on any Lot pursuant to applicable architectural criteria or by any landscape plan approval pursuant to the Master Declaration, shall be removed without the Developer's prior written consent.

Section 5.12 **Artificial Vegetation.** No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the Developer.

Section 5.13 **Signs.** No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the Developer.

Section 5.14 **Lighting.** No lighting shall be permitted which alters the residential character of the Subdivision.

Section 5.15 **Animals.** Dogs shall be kept under control by each Owner at all times and leashed when outside the boundaries of the Owner's Lot. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If, in the discretion of the Board, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, such animal may not thereafter be kept on a Lot. Further, in the event any group of animals shall collectively become dangerous or an annoyance or nuisance



Section 6.4 **Titles**. The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 6.5 **Termination or Amendment**. The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association, and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend or terminate these covenants provided, however, that so long as the Developer owns any land within the Property or owns any property contiguous to the Property, no such termination or amendment shall be effective without the written consent and joinder of the Developer. Further, until such time as the Developer shall not own any lands subject to this Declaration, the Developer shall have the unilateral right to amend this Declaration without the consent or joinder of any other party in any manner which does not materially and adversely affect the value of any Lot or other building parcel located within the Property. Any such amendment to this Declaration shall be executed by the Association and Developer, if applicable, and shall be recorded in the current public records of Duval County, Florida.


Section 6.6 **Conflict or Ambiguity in Documents**. To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

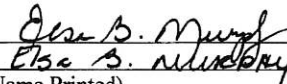
Section 6.7 **Usage**. Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 6.8 **Effective Date**. This Declaration shall become effective upon its recordation in the public records of Duval County, Florida.

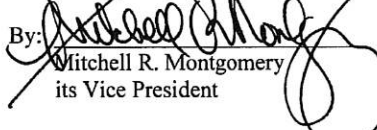
IN WITNESS WHEREOF, the Developer has caused this instrument to be executed under seal this 14<sup>th</sup> day of February 2006.

Signed, sealed and delivered  
in the presence of:

  
\_\_\_\_\_  
Christina E. Pariss  
(Name Printed)

  
\_\_\_\_\_  
Elise B. Montgomery  
(Name Printed)

WESTPORT VILLAGES, INC., a Florida  
corporation

By:   
\_\_\_\_\_  
Mitchell R. Montgomery  
its Vice President

**EXHIBIT A**

**Legal Description of the Property**

All of Villages of Westport – Phase 1 according to plat thereof as recorded in Plat Book 60, Pages 101 through 115 inclusive, of the current public records of Duval County, Florida.