



AMENDED AND RESTATED
DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS,
RESERVATIONS, SERVITUDES, AND OTHER CHARGES AFFECTING THE REAL
PROPERTY OF THE SUBDIVISION OF: THE YACHT AND COUNTRY CLUB OF
STUART MARTIN COUNTY, FLORIDA

The Declaration of Protective Covenants, Restrictions, Reservations, Servitudes, and Other Charges Affecting the Real Property of the Subdivision of: The Yacht and Country Club of Stuart Martin County, Florida at Official Records Book 231, Page 144, et al., and amended at Official Records Book 372, Page 2422, et. seq., Official Records Book 665, Page 400, et. seq., Official Records Book 1156, Page 2357, et. seq., Official Records Book 1997, Page 1191, et. seq., and Official Records Book 2179, Page 2531, et. seq., Revived at Official Records Book 2709, Page 726 et. seq., Amended and Restated at Official Records Book 2788, Page 164. ct. seq., and amended at Official Records Book 2843, Page 548 et. seq., Official Records Book 2964, Page 151 et. seq., and Official Records Book 3040, Page 370, et. seq., and Official Records Book 3233, Page 1688 et. seq., Public Records of Martin County, Florida. The same Amended and Restated Declaration of Protective Covenants, Restrictions, Reservations, Servitudes, and Other Charges Affecting the Real Property of The Subdivision of: The Yacht and Country Club of Stuart Martin County, Florida is hereby amended as approved by written consent of the Membership.

WHEREAS, the Y.C.C.S. Property Owners' Association, Inc. (herein the "Association") is the assignee of Declarer under that certain Assignment recorded in the Public Records of Martin County, Florida, at Official Records Book 2618, Page 243, et. seq.; and

WHEREAS, Certain Plats of the Subdivision of THE YACHT AND COUNTRY CLUB OF STUART have been recorded in the Public Records of Martin County, Florida; and

WHEREAS, it is the intent that the restrictions and covenants hereinafter more particularly set forth be imposed upon the lands affected by said Plats, of Subdivision for the benefit and as a burden upon such lands;

NOW, THEREFORE, it is hereby imposed upon all Dwelling Units in The Yacht & Country Club of Stuart, a subdivision in Martin County, Florida, the following protective covenants, restrictions, reservations, and servitudes, viz.:

ARTICLE I GENERAL PROVISIONS

- (a) The word "restrictions" as hereinafter used, shall be held to include and mean covenants, agreements, conditions, provisions, easements, and charges herein set forth.
- (b) The word "Dwelling Unit", as hereinafter used shall be held to mean and include a Lot with a single- family dwelling constructed thereon; a Lot that is vacant and intended for construction of a single- family dwelling; two (2) contiguous Lots with a single-family dwelling constructed thereon; a Lot and a portion of a contiguous Lot with a single-family dwelling constructed thereon; and a Condominium Unit.
- (c) The Association shall have the right to construe and interpret these restrictions, and their construction or interpretation in good faith shall be final and binding as to all persons or property benefited or bound by such restrictions.
- (d) No change of conditions or circumstances shall operate to extinguish or terminate any of said restrictions, but they shall only be extinguished or terminated by the expiration of the time mentioned in Article X hereof or by the action and in the manner provided in Article XII of this Declaration.
- (e) The Association, shall have the right and power to subject the Dwelling Units affected by the recorded Plats of Subdivision of the "Yacht and Country Club of Stuart" and the recorded owners thereof, to an annual maintenance charge for security, road maintenance, lighting, right of way area maintenance, maintenance and landscaping of entrances, installing, operating and maintaining stormwater drainage, provision of cable television and internet services, maintenance of fire hydrants and for doing any other necessary or desirable thing or act which in the opinion of the Association is necessary to keep the property in general use by the owners and occupants of land included in the said Subdivision in good order and appearance, and which is of general benefit to the said owners or occupants.
- (f) Addition of Lots. The real property lying and being in Martin County Florida and legally described in Exhibits, "A" and "B" attached hereto, each comprising a Lot, shall collectively hereinafter be referred to as "Additional Lots". The Additional Lots are hereby subjected to this Amended and Restated Declaration of Protective Covenants Restrictions, Reservations, Servitudes and other Charges Affecting the Real Property of the Yacht and County Club of Stuart, as amended from time to time, which will be covenants running with the land. The owners of the Additional Lots have consented to this amendment set forth on the Joinders and Consents attached hereto. The Additional Lots will each be a Dwelling Unit as defined in this Declaration and each of the Additional Lots will be subject to all covenants, restrictions, easements, reservations, assessments, charges, liens and other terms and provisions of this Declaration which shall hereafter constitute a covenant running with the Additional Lots. From and after the date of recording of this amendment, the property subject to this Declaration and all of the

covenants and restrictions contained therein, shall include the Additional Lots Legally described on Exhibits A and "B". The Additional Lots shall be governed by the Y.C.C.S. Property Owners Association, Inc., and the record owners of the Additional Lots shall be members of the Association. **(Article I (e) amended by amendment recorded at Official Records Book 3233, Page 1688, et. seq., as approved by a majority of the Owners by written consent, June 2021.)**

The annual charge shall be due in quarterly installments on January 1st, April 1st, July 1st, and October 1st of each year and may be adjusted upward or downward from year to year by the Association. **(Article I (e) amended by amendment recorded at Official Records Book 2964, Page 151, et. seq., as approved by a majority of the Owners by written consent, December 2017.)**

Special Assessments may be levied if approved by a majority of the Members present and voting at a duly called meeting except that in the case of an emergency, Special Assessments may be approved by the Board.

The record owners of such Dwelling Units shall be personally liable for such charge and the Association shall have a lien on all Dwelling Units affected hereby to secure payment of the charge, interest, late fees and costs of collection, including attorney's fees.

Charges not paid when due, bear interest from the due date until paid at the maximum rate allowed by law. Additionally, the Association may charge a late fee as provided by Florida Statute 720.3085 (2014) as amended from time to time. The Association shall be entitled to recover costs of collection, including, but not limited to attorney's fees.

ARTICLE II NUISANCES

- (a) There shall not be erected, constructed, suffered, permitted, committed, maintained, used or operated on any of the land included in the Subdivision of The Yacht & Country Club of Stuart, Inc., any nuisance of any kind or character.
- (b) No rubbish, garbage, debris or material shall be deposited on any of the land included in said Subdivision except building materials during the course of construction on the site.
- (c) There shall be no parking from sunset to sunrise of commercial vehicles of any type, in driveways, streets or on Dwelling Units except within a garage. Notwithstanding the foregoing, a standard pickup truck or sport utility vehicle of up to ¾ ton capacity owned by residents or their visitors may be parked on a driveway provided:
 - 1. there is no visible signage or lettering;
 - 2. the suspension system has not been altered from original manufacturer's specifications;
 - 3. the exhaust system has not been altered from the original manufacturer's specifications;
 - 4. the wheel and tire size has not been altered from the original manufacturer's specifications;
 - 5. any open beds have a factory installed tailgate or a substantially similar equivalent, remaining in the "up" position (no mesh or cargo type tailgate);

6. no ladders, racks or cargo are visible in any open bed;
 7. no utility bodies;
 8. there are no dual tires or more than two (2) axles; and
 9. there are no after-market toppers or camper-type bed coverings (except for tonneau or professionally installed fiberglass or vinyl bed covers) cap size not to exceed roofline of the cab.
- (d) All other trucks, sport utility vehicles, and recreational vehicles, including mobile homes, campers, camper trailers, and the transport vehicle, may be parked in driveways only for the purpose of loading or unloading for no longer than 48 hours within a 30- day period. This 48-hour period can be divided for the purpose of loading or unloading by advising security. No parking of un-garaged commercially identified vehicles on streets or Dwelling Units except for delivery or pickup, or while performing services to a Dwelling Unit or the Association. The Board of Governors of the Association may promulgate additional rules and regulations concerning the parking of vehicles as provided in Article IV below. **(Article I (e) amended by amendment recorded at Official Records Book 3233, Page 1688, et. seq., as approved by a majority of the Owners by written consent, June 2021.)**
- (e) No animals, birds or fowl shall be kept on the Subdivision: provided, however, that dogs, cats and petbirds confined in cages, may be kept on any Dwelling Unit in reasonable numbers as pets for the pleasure and use of occupants of said Dwelling Unit but not for commercial use or purpose.
- (f) No sign of any character shall be erected, pasted, posted or displayed upon or about any Dwelling Unit or on part of said Dwelling Unit without the written permission of the Association, and it shall have the right of uncontrolled discretion to prohibit or to restrict and control the size, construction, material, wording, and location and height of all signs and may summarily remove and destroy all unauthorized signs.
- (g) The Association reserves the right to care for vacant and unimproved and unkempt Dwelling Units in said property, and destroy tall grass, undergrowth, weeds and rubbish therefrom and any unsightly and obnoxious thing therefrom, and do any other things and perform any labor necessary or desirable in the judgment of the Association to keep the property, and the land, contiguous and adjacent thereto neat and in good order and charge same against the Owner of said Dwelling Unit or Dwelling Units.
- (h) Laundry drying areas shall be properly and adequately screened from any street, neighboring Dwelling Units, or waterway view.

ARTICLE III USE OF LAND

- (a) No building or buildings, of any kind whatsoever shall be erected or maintained within Dwelling Units, except condominium units or private dwelling houses designed and constructed for use by a single family, and private garages for the sole use of the respective owners of the Dwelling Units upon which the garages are located; provided, however, that no garage or other outbuilding shall be placed, erected or

permitted to be built upon the above described premises until after, or at and during the time of, the construction of the said dwelling house. Except for temporary guests, Dwelling Units shall be used and occupied only as a single-family residence. For purposes of this Declaration, "single family" shall be defined as one or more persons related by blood, marriage or adoption and not more than two (2) unrelated persons.

- (b) No docks, piers, buildings or structures of any kind whatsoever, shall be erected, constructed, or permitted below or beyond the high-water line of the shores of the canal as shown on the plat of The Yacht & Country Club of Stuart, Inc., unless the Association has consented thereto by written instrument under seal. The Association shall have the sole right to determine the location, size, length, color and type of construction of such docks, piers, buildings or structures. Nothing herein contained shall be construed as requiring the Association to give said consent. The granting or withholding of said consent shall be within the sole discretion of the Association. No Dwelling Unit having a water boundary shall be increased in area by the use of any submerged lands, or by filling and/or bulk heading.
- (c) No Dwelling Unit can be rented, leased or subleased, more than once every twelve (12) months. No rooms can be rented or leased, only entire Dwelling Unit can be rented or leased.
- (d) A Dwelling Unit owner may only rent or lease the Dwelling Unit in accordance with Article XIII below. **(Article III (c) amended by amendment recorded at Official Records Book 2843, Page 548, et. seq., as approved by a majority of the Owners by written consent, March 2016.)**

ARTICLE IV USE OF LOTS

The Association, through its Board of Governors, shall regulate the use of the Dwelling Units, the Association Property and Common Property and may from time to time promulgate such rules and regulations consistent with this Declaration, governing the use thereof as it may deem to be in the best interest of its Members,

No more than one (1) dwelling may be constructed on a Dwelling Unit.

ARTICLE V APPROVAL OF PLAN

- (a) No building, fence, hedge, wall, walk, pier, dock, sea wall or other structure, grading or planting, shall be commenced, erected or maintained, nor shall any addition to, or change, or alteration therein be made, until the plans and specifications, showing the nature, kind, shape, height, materials, floor plans, color scheme, location of such structure or work to be done, and the grading plan of the plot to be built upon shall have been submitted to and approved in writing by the Association. and a copy thereof, as finally approved, lodged permanently with the Association. The Association shall have the right

to refuse to approve any such plans and specifications or grading plan, which are not suitable or desirable in its opinion, for aesthetic or any other reasons, and in so passing upon such plans, specifications, and grading plans, shall have the right to take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built on the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building or other structures as planned on the outlook from the adjacent or neighboring property.

- (b) The Association shall in all cases have the right to designate the building lines necessary to conform to the general plan of the Subdivision. With the approval of the location and plan by the Association a building may be erected upon more than one lot.
- (c) All lawns adjacent to streets must be sodded to actual paved area of street.
- (d) Roofs must be tile or shake shingles with a minimum pitch of 5 to 12 inches. Metal roofs may be approved through review and vote of the Architectural Review Committee and the Boards of Governors. No asphalt shingles are permitted.

ARTICLE VI EASEMENTS

- (a) An easement and right-of-way is hereby expressly reserved in and over a strip 5 feet in width along the side and/or rear line of all lots whatever the same is designated "Utility Easement" on the Plat of The Yacht & Country Club of Stuart. for the erection, construction and maintenance of poles and wires, and clearing of trees and pruning of branches, or the construction and maintenance of conduits and of all proper and necessary attachments for electric light, power and telephone service and for the construction and maintenance of stormwater drains, land drains, public and private sewers, pipelines for supplying gas and water and for the construction and maintenance of any other public or quasi-public utility. The Association shall have the right to enter and to permit others to enter upon said strips of land for any of the purposes for which said easements and right-of-way are reserved.
- (b) No purchaser of any Dwelling Unit in the Subdivision shall have the right to reserve or grant any easement or right-of-way in, upon or over any of the lots without the written consent of the Association.

ARTICLE VII SEPTIC TANKS

On all premises which shall be occupied in the Subdivision the owner shall be compelled to a public sewer system or construct a septic tank sewage system, the construction of which shall be in accordance with the law and the laws and regulations of the public authorities having jurisdiction of the same.

ARTICLE VIII RIGHT TO ABATE VIOLATIONS

Violation of any restrictions and conditions or breach of any covenant or agreement herein contained or rules and regulations adopted by the Association shall give the Association, in addition to all other remedies, the right to enter upon the land upon, or as to which, such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, thing or condition, or that may be or exist thereon contrary to the intent and meaning of the provisions hereof; and the Association shall not thereby be deemed guilty of any manner or trespass for such entry, abatement or removal. Any costs incurred by the Association to abate or remove a violation shall be assessed against the owner as an individual assessment which shall be collectible in the same manner as the annual maintenance charge.

ARTICLE IX RIGHT TO ENFORCE

The provisions herein contained and rules and regulations adopted by the Association shall run with and bind the land and shall inure to the benefit of, and be enforceable by the Association or the owner of any land included in said Subdivision, and failure by the Association, or any landowner, however long continued, to object to any violation or to enforce any restrictions, condition or covenant herein contained, shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior to or subsequent thereto. Any expense incurred in enforcing the provisions herein contained shall be paid by the defaulter.

ARTICLE X DURATION OF RESTRICTIONS

All of the restrictions, conditions, covenants, charges, easements and agreements contained herein shall inure for thirty (30) years, with successive automatic renewals, often (10) years, unless terminated by the written consent of eighty percent (80%) of the Dwelling Unit owners in the Subdivision of The Yacht & County Club of Stuart.

ARTICLE XI RIGHT TO ASSIGN

Any or all of the rights and powers, charges, titles, trusts and estates reserved or created in or given the Association in this Declaration may be assigned to any one or more persons, corporation or Association, public or private, that will agree to assume said rights, powers, duties and obligations and carry out and perform the same. Any such assignment or transfer shall be made by an appropriate instrument in writing in which the assignee or transferee shall join for the purposes of evidencing its consent to the acceptance of such rights and powers; and such assignee or transferee shall thereupon have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Association thereupon being released therefrom and from all further liabilities.

ARTICLE XII RIGHT TO MODIFY

The Association may annual, waive, change or modify any of the restrictions, conditions, covenants, agreements and provisions contained in this Declaration with the consent of the majority in number of the then owners of all Dwelling Units in the Subdivision. In computing the majority each Dwelling Unit shall be entitled to one vote, irrespective of the number of its owners. Said consent may be expressed by written consent or be a vote cast (in person or by proxy) at a meeting of the Members of the Association.

This Amended and Revived Declaration of Protective Covenants, Restrictions, Reservations, Servitudes, and Other Charges Affecting the Real Property of the Subdivision of The Yacht and Country Club of Stuart has been approved by more than a majority of the Dwelling Unit owners.

The Articles of Incorporation of the Association are attached hereto as Attachment "A". The undersigned, Y.C.C.S. Property Owners' Association, Inc., (assignee of Declarer under that certain Assignment recorded in the public records of Martin County, Florida at Official Records Book 2618, Page 243, et. seq.) hereby consents to the terms and conditions contained in the foregoing Amended and Restated Declaration of Protective Covenants, Restrictions, Reservations, Servitudes, and Other Charges Affecting the Real Property of the Subdivision of The Yacht and Country Club of Stuart and assumes the duties and obligations imposed upon the undersigned hereunder.

ARTICLE XIII LEASING OF DWELLING UNITS

The following shall apply to the leasing of Dwelling Units:

13.1 General Provisions

- (a) Application form. The Association is vested with the authority to prescribe an application form as may require a specific personal, social, financial and other data related to the intended lessee and occupants, as may reasonably be required by the Association in order to enable the Association to reasonably investigate the intended lessee or occupants within the time limits extended to the Association for that purpose. The application shall be complete and submitted to the Association along with and as integral part of the notice of intended transfer.
- (b) Transfer fee. The Board of Director is empowered to change a fee in connection with and as condition for the approval set forth herein in the amount not to exceed the maximum amount allowed by applicable law from time to time. So long as and only so long as prohibited by law at that particular time, there shall be no transfer fee in connection with the renewal of a lease, with the same lessee, if the renewed lease term immediately follows the expiration of the previous lease term.

- (c) Unapproved Leases. Any lease which is not approved, or which is disapproved pursuant to the terms of this Declaration, shall be void unless subsequently approved in writing by the Board of Directors. The Association shall have the right to remove any occupants and personal belongings by injunctive relief or by other means provided in this Declaration should this section be violated.
- (d) Special Remedy. All leases shall be deemed to contain the remedy and procedures of the Association as provided herein.

13.2 Leasing of Units. A Dwelling Unit Owner may lease only his entire Dwelling Unit and then only in accordance with this section, after receiving the approval of the Association.

- (a) Notice by the Owner. An Owner intending to lease his Dwelling Unit shall give to the Board of Directors or its designee written notice of such intention at least thirty (30) days prior to the proposed transaction, together with the name and address of the proposed lessee, and executed copy of the proposed lease, and such other information as the Board may reasonably require. The Board may require the personal appearance of any lessee and his or her spouse and other intended occupant, as a condition of approval.
- (b) Approval. After the required notice and all information, transfer fees, and appearances required have been provided, the Board shall approve or disapprove the proposed lease within thirty (30) days. If the Board neither approves nor disapproves within this time period, such failure to act shall be deemed the equivalent of approval, and on demand the Board shall issue a letter of approval to the Owner.
- (c) Disapproval. A proposed lease shall be disapproved only if a majority of the whole Board so votes, and in such case, the lease shall not be made. Appropriate grounds for disapproval shall include, but not be limited to, any one or more of the following:
 - i. The Owner is delinquent in the payment of assessments at the time the application is considered, and the Owner does not bring the delinquency current (with any interest, late fees, costs and attorney's fees also due and owing) within the time frame required by the Board of Directors;
 - ii. The Owner has a history of leasing his or her Dwelling Unit to troublesome lessees and/or refusing to control or accept responsibility for the occupancy of his Dwelling Unit;
 - iii. The real estate company or agent handling the leasing transaction on behalf of the owner has a history of screening lessee applicants inadequately or recommending undesirable lessees;
 - iv. The application on its face appears to indicate that the person seeking approval and/or intended occupants intend to conduct himself or themselves in a manner inconsistent with the covenants and restriction applicable to the property and/or the rules and regulations of the Association;

- v. The prospective lessees or other intended occupants have been convicted of a felony involving violence to persons or property or a felony demonstrating dishonesty or moral turpitude;
 - vi. The prospective lessees or other intended occupants have a history of conduct which evidences disregard for the rights and property of others;
 - vii. The prospective lessees or other intended occupants, during previous occupancy, have evidenced an attitude or disregard for the covenants and restrictions applicable to the property and/or the rules and regulations of the Association;
 - viii. The prospective lessees or other intended occupants have failed to provide the information or appearances required to process the application in a timely manner, or provided false information during the application process or the required transfer fee is not paid or the owner fails to give proper notice of his intention to lease his Dwelling Unit to the Board of Governors.
- (d) Failure to Give Notice or Obtain Approval. If proper notice is not given, the Board of Governors at its' election, may approve or disapprove the lease.
- (e) Sub-Leasing; Renting Rooms. Sub-leasing of a Dwelling Unit shall be absolutely prohibited. Furthermore, no rooms shall be rented in mly Dwelling Unit. The intention is that only entire Dwelling Units may be rented and Dwelling Units may not be sublet.
- (f) No Dwelling Unit can be rented or leased more than once every twelve (12) months.
- (g) Guests. Guests of a Dwelling Unit Owner occupying a Dwelling Unit when the Dwelling Unit Owner is not present for more than sixty (60) days shall be deemed tenants and must be approved as tenants under this provision.
- (h) Caretakers. Caretakers of a Dwelling Unit occupying a Dwelling Unit when the Dwelling Unit Owner is not present shall be deemed tenants and must be approved as tenants under this provision.
- (i) Security Deposit. The Association may also require a deposit to be placed with the Association and held by it as a security against a tenant damaging the Common Elements.
(Article XIII added by amendment recorded at Official Records Book 2843, Page 548, et. seq., as approved by a majority of the Owners by written consent, March 2016.)