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**THE SOUNDINGS YACHT AND TENNIS CLUB, INC.  
AMENDED AND RESTATED  
DECLARATION OF COVENANTS  
2018**

**AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS,  
Restrictions, Reservations, Servitudes, and Other Charges Affecting the  
Real Property of the Subdivision, The Soundings, Hobe Sound, Florida,  
Made This 16th Day of August 2018.**

THIS AMENDED AND RESTATED DECLARATION OF PROTECTIVE COVENANTS, Restrictions, Reservations, Servitudes, and Other Charges was originally recorded in the Public Records of Martin County, Florida at Official Records (OR) Book 323, Page 1358, et. seq., and Amended at OR Book 324, Page 2081, et. seq., OR Book 413, Page 997, et. seq., OR Book 427, Page 1773, et. seq., OR Book 594, Page 1778, et. seq., OR Book 663, Page 1806, et. seq., Amended and Restated at OR Book 1053, Page 1377, et. seq., Amended and Restated at OR Book 1397, Page 600 et. seq., and Revived at OR Book 2786, Page 1682, et. seq.

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**INTRODUCTION**

The Soundings Yacht and Tennis Club, Inc., a Florida corporation, herein after called SYTC, is the Owner of certain land in the County of Martin, State of Florida, more particularly described as follows: All of the real property in the subdivision known as The Soundings according to the plats, repeats and additions to the plats which are recorded in Plat Book 5, page 3 (2 sheets), page 7 page 102 and page 103, of the Martin County public records.

SYTC desires that all the above described real property be subject to like restrictions for the mutual benefit and protection of itself and all persons, both real and corporate, who hereafter may purchase or acquire said property or any part thereof, or any interest in or lien upon said property or any part thereof.

In consideration of the premises, SYTC does hereby declare that this amended and restated Declaration of Protective Covenants, Restrictions, Reservations, Servitudes and Other Charges, herein after called "Covenants", supersedes all prior Covenants and amendments thereof, and said real property shall be subject to the following restrictions, reservations and conditions, binding upon the said SYTC, and upon each and every person or entity, who or which shall acquire hereafter said real property or any part thereof, and their respective heirs, personal representatives successors and assigns, said restrictions, reservations and conditions being as follows:

**DEFINITIONS**

The following words and terms when used in these "Covenants" shall have the following meanings:

1. "Articles" shall mean and refer to the Articles of Incorporation for The

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Soundings Yacht and Tennis Club, Inc. and any amendments thereto as they may exist from time to time.

2. "Board" shall mean the Board of Governors for Soundings Yacht and Tennis Club, Inc. as established by the Articles and By-laws.
3. "By-laws" shall mean and refer to the By-laws of The Soundings Yacht and Tennis Club, Inc. and any amendments thereto as they may exist from time to time.
4. "Common Area" shall mean and refer to those tracts of land, together with any improvements thereon, which are dedicated, deeded, or owned by SYTC as shown on the recorded plats.
5. "Covenants" shall mean and refer to this Amended and Restated Declaration of Protective Covenants, Restrictions, Reservations, Servitudes, Other Charges and any amendments thereto as they may exist from time to time.
6. "Dwelling" shall mean and refer to a residential dwelling unit and related improvements constructed or to be constructed on any Lot in The Soundings.
7. "Governing Documents" shall mean the Articles, Covenants, By-laws, and Policies and Procedures and any amendments thereto as they may exist from time to time.
8. "Lot" shall mean any Block and Lot shown upon the plat of The Soundings, upon which a single-family home is or could be located, as referenced in Article I of this Declaration.
9. "Mean High Water Line" shall mean the wet side of the seawall as used by Martin County when measuring setbacks.
10. "Member" shall mean a person who is a member of the homeowner's association, The Soundings Yacht and Tennis Club, Inc.
11. "Member in Good Standing" shall mean a member who has met all financial obligations to SYTC and is not in violation of the governing documents as determined by the Board in accordance with the SYTC Covenants Article V, Section 2.
12. "Owner" shall mean and refer to the recorded Owner of one or more Lots located within The Soundings. Owner shall not mean or refer to the holder of a Mortgage or security interest, its successors or assigns, unless and until such holder has acquired title pursuant to a foreclosure or other legal proceeding, or deed in lieu of foreclosure; nor shall the term "Owner" mean or refer to any lessee of an Owner.
13. "Policies and Procedures" shall mean the rules and regulations adopted by the Board and any amendments thereto as they may exist from time to time.
14. "The Soundings" shall mean and refer to all the real property in the subdivision known

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as The Soundings Yacht and Tennis Club, according to the plat as recorded in Plat Book 5, Page, 3 of the public records of Martin County, Florida.

15. "The Soundings Yacht and Tennis Club, Inc. (SYTC)" shall mean and refer to The Soundings Yacht and Tennis Club, Inc., a Florida not-for-profit corporation, its successors and assigns, which is a homeowners' association formed pursuant to Chapter 617 of the Florida Statutes and operated pursuant to Chapter 720 of the Florida Statutes.

## **ARTICLE I: FUNCTION AND POWERS OF SYTC**

### **SECTION 1: HOMEOWNERS' ASSOCIATION OR CORPORATION**

- A.) The SYTC is and shall be the lawful entity to represent the property owners and to hold title to the recreational areas, including but not limited to, the tennis courts, swimming pool, and clubhouse facilities, and all the common areas of the subdivision. The SYTC shall have the sole right to exercise the powers in the Governing Documents. The SYTC shall have the sole responsibility for the maintenance, control and government of The Soundings.
- B.) Membership in SYTC shall be mandatory for all Owners of Lots in the subdivision and the exclusive use of the aforesaid recreational facilities, and all common areas of the subdivision shall be limited to the Members in good standing of SYTC. Each Owner, owner's guests, invitees, renters/tenants, licensees, contractors, and employees agree to observe and comply with the provisions of these Covenants and Governing Documents.
- C.) The SYTC shall have all the powers conferred upon it by the Governing Documents and by Chapters 617 and 720 of the Florida Statutes, as amended from time to time. In addition to and not in limitation of any of the powers heretofore or at any time hereafter conferred upon the SYTC, SYTC shall by and through its Board have the power and authority to settle a cause of action on behalf of the Lot Owners in the subdivision with reference to matters of common interest. This includes but is not limited to, the common areas, the clubhouse or any recreational facilities of the subdivision, and the water and sewage facilities. SYTC shall also have the power to purchase any Lots in the subdivision and to acquire, hold lease, mortgage and convey the same.
- D.) The Board has the authority to establish and amend Policies and Procedures (hereafter SYTC Policies) to further define, supplement, and implement the Covenants, Articles of Incorporation, and By-laws of the SYTC. Such SYTC Policies may not conflict with, supersede, modify, change, or be more restrictive than existing Covenants, Articles of Incorporation, or By-laws.

### **SECTION 2: ASSESSMENTS, FEES, AND CHARGES**

- A.) The SYTC, through its Board, shall have the power and authority to establish and collect Assessments, fees, and other charges as set forth in the Governing Documents. The Board may establish fees/deposits for a member's use of the clubhouse; for a member's use of the guest dock; for a member to obtain a key/fob for access to secure and common areas, including access to the storage area.

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- B.) General Assessments shall be determined annually for the maintenance and management of the SYTC, SYTC property, and to promote the safety and welfare of the Owners. The uses of the General Assessments include, but are not limited to, the following: operation, maintenance and management of the SYTC and SYTC property, recreational facilities and common areas; property taxes; assessments against, and insurance coverage for the SYTC property, recreational facilities, and common areas; legal, accounting and management fees; utility charges for the operation of SYTC property, recreational facilities, and common areas; the maintenance and/or development of the clubhouse, now and hereafter existing; maintenance of the streets; normal repairs and replacements; security costs; the creation of reasonable reserves; charges for cable or other similar services; expenses and liabilities incurred by the Association in enforcement of its rights and duties; and all other expenses deemed by the Board to be necessary and proper for management, repair, maintenance, operation, and enforcement. If the annual General Assessments are determined by the Board to be inadequate, said annual General Assessments may be increased in accordance with the By-laws of SYTC, and the Owner or Owners of each Lot agree to such increased amount. All annual General Assessments shall be at a uniform amount for each Lot assessed. Payment shall be due and payable on a quarterly basis or as established by the Board.
- C.) In addition to the annual General Assessments, SYTC may levy and collect a Special Assessment from each Lot Owner to pay for acquisition of property by the SYTC; the cost of construction of capital improvements to the common areas; the cost of construction or reconstruction, unexpected repairs or replacements of capital improvements; and expense of indemnification of each governor of the SYTC. A Special Assessment may also be used to reduce the principal balance of any debt now or hereafter encumbering any SYTC facility. In addition, should the Association at any time determine that the Assessments made are insufficient to pay the common expenses, the Board shall have the authority to levy and collect an additional Special Assessment to meet such needs. All Special Assessments shall be at a uniform amount for each Lot assessed. Special Assessments shall be collectible in such a manner as the Board shall determine.
- D.) In addition to the General Assessments and Special Assessments, the SYTC may levy and collect Emergency Special Assessments, when in the determination of the Board, there is a potential danger of damage to person or property because of emergencies resulting from natural or manmade disasters including, but not limited to, hurricanes, floods and fires. Emergency Special Assessments may be utilized to pay for preventative, protective or remedial construction, reconstruction, improvements, repairs, or replacements. Emergency Special Assessments shall be collectible in such a manner as the Board shall determine.
- E.) As provided for in these Covenants, the Board has the power to establish and collect individual Assessments, fees, fines, or charges against a particular Lot and/or Owner. All individual Assessments shall be collectible in such a manner as the Board shall determine.
- F.) Upon conveyance of a Lot to a new Owner, the new Owner shall pay, at the time of closing, a contribution to a working capital fund of the SYTC. No contribution to the working capital fund shall be levied for transfers between husbands and wives, parents

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and children, and to trusts. The amount of the contribution to the working capital fund shall be established by the Board and may be adjusted from time to time. The working capital fund will be used by the SYTC in a manner consistent with the uses listed for annual General Assessments.

- G.) There shall be levied an Annual Club Membership fee for each Lot. Payment shall be due and payable in January of each year or as established by the Board.
- H.) If an Owner fails to pay any Assessments, fees, fines, and/or charges, such Assessments, fees, fines, and/or charges shall become collectable in accordance with the provisions of Article V: Liens, Enforcement, Penalties, and Waiver, of these Covenants.

**SECTION 3: WATER, WASTEWATER FACILITY AND SEWER SERVICE**

- A.) For so long as the SYTC operates a water and/or wastewater facility and sewer service, all Lots in this subdivision shall be obligated to be served by such facilities and services. Monthly charges for water and sewer service shall be approved by the Board, and be based on a rate study conducted in accordance with accepted practice for such studies, including a review of past experiences and expenses, and future anticipated expenses. The Board shall have the authority to establish Policies and Procedures regarding Water, Wastewater, and Sewer practices and rate management. The Owner of each Lot in this subdivision agrees to pay monthly water and/or sewer charges.
- B.) The Owner of each Lot in this subdivision, prior to receiving approval of the Architectural Review Committee (hereafter ARC) for construction, and prior to making application for a building permit for construction of a residence on said Lot shall pay to the SYTC, in addition to all financial obligations of any nature whatsoever owed, a water and sewer connection fee according to the then existing schedule of fees as adopted by the Board.
- C.) The Board shall have the right, upon recommendation of a qualified Engineer to take all measures required to safeguard the health and welfare of its Members and preserve the integrity of its water, wastewater, sewer, and pollution control system. This includes, but is not limited to, the right to turn off the water to an abandoned Dwelling and the right to turn off the water to prevent property damage or personal injury.
- D.) If an Owner fails to pay any monthly water and/or sewer charge, such charges shall become an individual Assessment. The Owner is personally liable for the Assessment and it may become a lien upon said lot and remain a lien until paid in full. Said lien shall become collectable in accordance with the provisions of Article V: Liens, Enforcement, Penalties, and Waiver, of these Covenants.

**ARTICLE II: EASEMENTS AND COMMON AREAS**

**SECTION 1: RESTRAINT UPON ALIENATION OR ENCUMBERING OF CLUBHOUSE, RECREATIONAL FACILITIES AND COMMON AREAS**

- A.) Title to the clubhouse, all recreational facilities, and all common areas of the subdivision shall be held by SYTC. The clubhouse, all recreational facilities, and the common areas,

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or any part thereof shall not be separated from the subdivision, conveyed or encumbered in any manner whatsoever, except upon approval of a majority of the Board and a majority vote by ballot sent to the Members in good standing of SYTC.

- B.) No Lot Owner in the subdivision shall maintain any action for the partition of any of the common areas, clubhouse, or recreational facilities.

**SECTION 2: DESIGNATED BLOCKS**

- A.) Block 3, Lots 4 and 6 as shown on the plat of The Soundings may only be used for a yacht and tennis club and recreational facility with the usual buildings and facilities incidental thereto under the exclusive control of SYTC and for the exclusive use and benefit of the Members in good standing of SYTC.
- B.) Block 3, Lot 5, as shown on the plat of The Soundings may be used for a Dog Park. However, a separate dog park vote must be conducted, and owners of 51% of the lots must approve use of this area as a dog park.
- C.) Block 1, Lots 1 and 19 as shown on the plat of The Soundings may only be used for water and sewage facilities and/or recreational and maintenance purposes serving the subdivision for so long as SYTC operates a sewer and water system.

**SECTION 3: EASEMENTS FOR UTILITIES AND DRAINAGE**

- A.) Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat or as heretofore granted by SYTC and now a part of the public records of Martin County, Florida. Within these easements, no structure, landscaping, or other materials, except driveways, shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.
- B.) Any planting within said easement will be the responsibility of the respective property Owners, including any damage caused by said plantings. The easement area of each Lot and all improvements in it shall be maintained continuously by the Owner of the Lot except for those improvements for which a public authority or utility company is responsible.

**SECTION 4: GREENSPACE, WALL AND ENTRANCE EASEMENTS**

- A.) An easement for greenspace and a wall, as well as location of the entrance areas to the subdivision have been reserved upon part of Block 2, Lots 12, 13, 14 and 19 according to the plat. Said greenspace, wall and entrance areas are to be maintained and expenses of same to be paid as provided in Article 1, Section 2: Assessments, Fees, and Charges. No Owner of any of the above-mentioned Lots may plant or alter in any manner any part of the said wall.
- B.) Additionally, the Owner of any of the above-mentioned Lots may not construct any fence, wall or like structure parallel to and within a distance of twenty (20) feet measured perpendicular to said wall.

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**SECTION 5: MARINA**

- A.) The 17 privately owned boat docks and slips and one community guest boat dock and slip located along the seawall behind the club house make up the SYTC Marina. Only Owners of real property within SYTC may own a boat dock and slip in the Marina.
- B.) The Board has the authority to establish and amend Policies and Procedures governing use of the marina, boat docks, and slips. Such Policies and Procedures may include requirements for Owners to insure their boat dock and slip. All Owners of boat docks and slips may be required to and sign a Dock Agreement, which shall include a marina site plan.
- C.) Each Owner, as well as the owner's successors and assigns, shall be responsible for repairing and maintaining their boat dock and slip. All boat docks and slips shall be kept in a safe and sound condition in accordance with good engineering practices and in neat appearance. Should any Owner fail to maintain their boat dock and slip, after thirty (30) days written notice to said Owner, SYTC may make reasonable repairs and bill the Owner. All SYTC expenses for such repairs shall be deemed assessments and may be collected in the same manner as assessments as provided by Article V: Liens, Enforcement, Penalties, and Waiver, of these Covenants.
- D.) All transfers of interest in boat docks and slips are restricted to Owners of real property within SYTC. In the event an Owner sells his or her real property within SYTC, the boat dock and slip must be conveyed to another SYTC member in good standing within (60) days of the sale. If the Owner fails to convey the boat dock or slip within this time period, SYTC shall send a notice via certified mail to the Owner stating that ownership of the boat dock and slip shall revert to SYTC if it is not properly conveyed within thirty (30) days. If a properly notified Owner fails to convey ownership, then ownership of the boat dock and slip will revert to SYTC, who will then record a Notice of Reversion in the public record. Thereafter, the SYTC may retain ownership or transfer the boat dock and slip to another Owner.
- E.) Owners may lease their dock and slip, but only to another Owner.

**ARTICLE III: ARCHITECTURAL CONTROL**

**SECTION 1: ARCHITECTURAL REVIEW**

- A.) An Architectural Review Committee (ARC) shall be appointed in accordance with SYTC By-Laws with either three (3) or five (5) appointees who must be members in good standing of the SYTC. The Architectural Review Committee members serve at the pleasure of the Board and may be removed by the Board at any time.
- B.) Each Owner, Owner's guests, renters/tenants, licensees, invitees, contractors and employees shall observe and comply with the standards and requirements set forth in this Article III, Architectural Control, of the Covenants, and the Architectural Policies and Procedures (hereafter Architectural Policies), which now or may hereafter be established by the Board from time to time. The provisions of this Article III: Architectural Control and Architectural Policies shall be effective from the date of adoption, and shall be



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specifically enforceable by injunction or otherwise and shall have the effect of Covenants.

C.) All items for ARC review must be submitted in accordance with this Article and the Architectural Policies. Items for review must be submitted to the ARC at least ten (10) calendar days before the regularly scheduled monthly ARC meeting and must include all required samples, permits, variances, information and other documentation necessary for the ARC to render a decision. The following items must be submitted to the ARC for review and approval prior to work beginning:

New Construction	Swimming Pools
Docks, Floating Docks	Boat Lifts, Dolphins
Play Structures	Fences/Walls
Driveways	Additions
Exterior windows and doors	Exterior paint colors
Screens, Porches, Patios	Seawall repair and construction
Roofs	Satellite dishes and antennas
Artificial Grass	Solar panels
Any other exterior structural changes or modification	

D.) No building, new construction or exterior modification, addition, swimming pool, dock, boat lift, seawall, fences, or other items listed above in Article III, Section 1C of this Article shall be erected or altered on any Lot until submitted to and approved in writing by the ARC. Written approval by the ARC may require a determination by the ARC that the following five conditions, as deemed applicable by the ARC, have been met. In addition, the ARC may require acceptance by the Owner, as indicated by the Owner's signature, to the following five conditions, as deemed applicable by the ARC:

1. The building or other structure will comply in all respects with these Covenants and Architectural Policies.
2. The building or other structure will be compatible with the architectural design of other residences in The Soundings, and, also, compatible with the topography and finished ground elevations. Compatibility is defined as similarity in the architectural style, quality of workmanship, similar use of materials, color and construction details.
3. For major construction, the ARC may, at its option, require a review of plans and/or the construction process by a qualified licensed professional (i.e. engineer, architect, contractor). Cost of said review to be paid for by the Owner.
4. The Owner is required to obtain all required permits per Martin County and/or other government authorities having jurisdiction prior to starting construction.
5. All setbacks must be verified for conformity with these Covenants, Martin County code and the building codes of any other government authorities having jurisdiction.

E.) Within forty (40) calendar days after an item has been submitted to ARC for review, the

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ARC shall issue a written response either approving, disapproving, or advising the Owner in writing that a continuance is necessary. In the event the ARC fails to respond with a written approval, disapproval or request for a continuance within forty (40) calendar days, such approval shall not be required, and these Covenants will be deemed to have been fully complied with. No continuance shall be greater than thirty (30) calendar days.

- F.) An Owner may appeal the ARC's decision to the Board within thirty (30) calendar days of the date of the ARC's written disapproval. The Board shall review and issue a written decision within forty (40) calendar days of receipt of an Owner's appeal.
- G.) If any items listed above in Article III, Section 1C, of this Article have not been approved by the ARC prior to work beginning, they will be subject to removal at the Owner's expense.

**SECTION 2: DWELLING TYPE, QUALITY, AND SIZE**

- A.) No building shall be erected, altered, placed or permitted to remain on any Lot other than one detached single-family dwelling not to exceed thirty-five (35) feet in height with no more than two and one-half (2-1/2) stories above legal pad elevation with an attached enclosed garage for not less than two (2) nor more than three (3) cars.
- B.) A storage room or tool room may be attached to the ground floor of such garage within setbacks. Unattached buildings or enclosed structures of any kind are not permitted.
- C.) All Dwellings must face to the street front of the Lot except in the case of corner Lots, in which instances the Dwelling may face toward either street.
- D.) Except for Dwellings constructed on corner Lots, the rear and both sides of all other Dwellings may have exterior construction of concrete block. On corner Lots, a Dwelling may use standard concrete block only on the rear and side of the structure not facing a street. The exterior construction on the front of all Dwellings and on the side of Dwellings located on corner Lots that do face the street shall either be small concrete block, brick, stucco, stone, or frame or combination thereof, except that a large concrete block may be used if it is of the type designed to simulate wood siding.
- E.) The floor area exclusive of open porches and garages shall not be less than 1,750 square feet for a one-story Dwelling nor less than 1,200 square feet for the ground floor area for a two or two and one-half story Dwelling, with a minimum total of 1,750 square feet for a two or two and one-half story Dwelling. All minimum areas referred to are exclusive of garages and open porches.
- F.) Additionally, the finished floor elevation of the concrete slab of all Dwellings, including the garages, shall comply with Martin County building codes and the building codes of any other government authorities having jurisdiction

**SECTION 3: ROOFS**

- A.) Roofs must conform to these Covenants and Architectural Policy with regards to type, color, and size of roofing materials used. Roofing must be reviewed and approved by the ARC prior to work beginning. A sample of the roofing material must be provided to the ARC prior to consideration.

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- B.) Flat, built-up roofs shall be permitted over Florida rooms, porches and patios. All other roofs shall be pitched with minimum pitch of four (4) inches high for every twelve (12) inches length.
- C.) Acceptable roofing materials are clay tile, concrete tile, slate, shake, and metal. Roof materials with exposed rivets or fasteners are not allowed. Other roofing materials that mimic the appearance of the previously listed materials will be considered by the ARC.

**SECTION 4: GARAGES AND DRIVEWAYS**

- A.) Garages and Driveways must conform to these Covenants and Architectural Policy. Plans to install or modify garages and driveways must be reviewed and approved by the ARC prior to work beginning. Plans must be submitted in accordance with Architectural Policy.
- B.) In addition to the requirements stated in Article III, Section 2: Dwelling Type, Quality, and Size above, each Dwelling must have an attached enclosed garage that complies with the following requirements:
  - 1. A minimum width of twenty-two (22) feet measured from the inside walls of the garage;
  - 2. A single overhead door with a minimum width of sixteen (16) feet, two (2) or three (3) individual overhead doors each a minimum of eight (8) feet in width, or one sixteen (16) foot and one eight (8) foot door;
  - 3. A service door facing to either the side or the rear of the Lot.
  - 4. Carports are not allowed.
  - 5. All Dwellings shall be served with a concrete, paved, or solid paver driveway of at least sixteen (16) feet in width at the entrance to the garage. Driveways composed of loose materials are prohibited. The color of painted driveways must be approved by the ARC.

**SECTION 5: SETBACK LINES**

- A.) The Dwelling setback requirements for all residences shall be twenty-five (25) feet from front property line, fifteen (15) feet from any side property line and twenty-five (25) feet from the rear property line. Additionally, the setback requirement for all Lots with water frontage shall be thirty-five (35) feet from the Mean High Water Line. Exception: waterfront Lots numbers three (3) through nineteen (19) on Hawksbill Way have been granted a variance of twenty-five (25) feet from the Mean High Water Line. Specifically, the above provision applies to the slab or the foundation wall of the ground floor of any dwelling.
- B.) Any overhang, roof or structural, shall not exceed two (2) feet. Exempt from this two (2) feet, shall be the construction of soft (totally screened, including roof) enclosures for patios and swimming pools. The setback for this type of enclosure shall be (15) feet from the Mean High Water Line.
- C.) For any discrepancy between these Covenants and Municipal, County, and/or State zoning requirements, the Municipal, County and/or State zoning requirements shall

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control, only if they are more restrictive.

- D.) The term "Mean High Water Line" in these Covenants shall mean the wet side of the seawall as used by Martin County when determining setbacks.
- E.) To avoid unnecessary hardship and/or to overcome practical difficulties, the Board of Directors shall have the power to grant variances to the requirements set forth in this Section 5: Setback Lines, on a case by case basis. The variance sought must be reasonable and in the best interests of the community. The variance may not be prohibited by applicable law and may not impose a hardship upon other Owners. Any variance granted shall not serve as a waiver of any Covenant provision and shall not serve as precedent for any subsequent variance sought by any owner.

**SECTION 6: GAMES AND PLAY STRUCTURES**

- A.) All fixed basketball backboards, skateboard ramps, trampolines, any other fixed game and play structures, tree houses and platforms (hereafter Games and Play Structures) must be submitted to and approved by the ARC prior to installation.
- B.) Due to the differences in Lot configurations, for Lots on the west side of Gomez Street, fixed Games and Play Structures shall be located at the rear or side of the dwelling or on the inside portion of corner Lots within the setback lines and screened with landscaping. On the East side of Gomez Street, Games and Play Structures will only be considered if located on the side of the dwelling and screened with landscaping.
- C.) Portable structures (i.e. basketball hoops) may only be used in the driveway from dawn until dusk, and when not in use they must be removed from the front of the property.

**SECTION 7: FENCES AND WALLS**

- A.) Fences or walls must conform to Architectural Policy with regards to type, size, height, location, color, and materials used. Plans to install fences or walls must be reviewed and approved by the ARC prior to work beginning. Plans must be submitted in accordance with Architectural Policy.
- B.) Chain link fences will only be considered on the west side of the community. Any part of the chain link fence that faces a street must be screened with landscaping within 30 days of installation.
- C.) Fences installed to the seawall on waterfront Lots must extend over the seawall cap according to Martin County Code. When a fence is screened with landscaping, the shrubs may not be planted closer than ten (10) feet to the seawall.
- D.) Fences and walls are not permitted to run along or on top of the seawall. Fences can run parallel to the seawall if they are set back at least fifteen (15) feet from the seawall.
- E.) Fence height shall be four (4) feet with a self-closing latch placed at least fifty-four (54) inches above the ground on all gates for all properties.
- F.) Fences may be attached to the side wall of the Dwelling, but must be set back at least five (5) feet from the front line of the Dwelling.
- G.) No walls are allowed along property lines.

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H.) Fences and walls may be used to enclose air conditioning units, trash receptacles, and other utilities on the sides of a home.

**SECTION 8: SWIMMING POOLS**

A.) Swimming pool construction plans must be reviewed and approved by the ARC prior to work beginning. Plans must be submitted in accordance with Architectural Policy.

B.) Any swimming pool constructed on any Lot shall comply with State statutes, Martin County building codes, and the building codes of any other government authorities having jurisdiction. Swimming pools shall be subject to the following restrictions and conditions:

1. Construction shall be in-ground only.
2. The outside edge of any pool wall shall not be closer than four (4) feet to a line extended and aligned with the side walls of the Dwelling.
3. No screening of pool area shall extend beyond a line extended and aligned with the sidewalls of the Dwelling.
4. Pool screening shall not be higher than fifteen (15) feet.
5. No overhead electrical wires shall cross the pool. All pool lights, other than underwater lights, must be at least four (4) feet from the edge of the pool.
6. In cases where the backyard surrounding a pool is not fenced in, the pool itself must be enclosed with a fence not less than four (4) feet in height or with a screened enclosure. The entrance gate to the backyard or the pool itself shall include a self-closing latch placed at least fifty-four (54) inches above the ground.

C.) For waterfront property, the minimum setback for a pool is 25 feet from the Mean High Water Line. Any pool must be approved by Martin County.

**SECTION 9: DOCKS, BOAT LIFTS, DOLPHINS, FLOATING DOCKS AND SEAWALLS**

A.) Dock, boatlift, dolphin, floating dock, seawall repair, and seawall construction must be reviewed and approved by the ARC prior to work beginning. Plans must be submitted in accordance with Architectural Policy.

B.) No dock may extend more than five (5) feet from the seawall nor may the total dock length be longer than fifty percent (50%) of the Lot width on the water edge. The combined width of the beam of the boat, seawall, boat lifts, dock, floating dock, pilings, and dolphins may not obstruct more than twenty-five percent (25%) of the width of the canal.

C.) The position of the boat lift or dock must be such that any part of the vessel will not extend over any property line or obstruct the neighbors' ability to navigate to or from their dock or boat lift.

D.) Construction material for all docks, boatlifts, and dolphins shall be concrete pilings or treated wood pilings with pile wrap, coupled with wood, composite or concrete decks. Piling material must be reviewed and approved by the ARC prior to installation. Floating docks must be attached by permanent treated wood with pile wrap or concrete pilings and

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designed to float on the pilings.

- E.) A repaired or replaced seawall shall, to the extent possible, be constructed in the same location and have the same width as the seawall being repaired or replaced. A repaired or replaced seawall must not result in the width of the canal being narrowed. When reviewing requests for repairing or replacing seawalls, the Architectural Committee will take into account that the canals are SYTC common areas and that the width of the canals must be preserved in order to maintain SYTC owners' ability to navigate to and from their dock or boat lift.

**SECTION 10: OWNERS' AND CONTRACTORS' RESPONSIBILITIES**

- A.) During any construction or improvement, it is the Owner's responsibility to ensure that the construction site is kept in a neat and orderly appearance. All building material waste shall be kept in containers or removed immediately.
- B.) Depending on the type and extent of construction, the ARC may require a deposit from an Owner or its contractor for the cleaning of the roads or to pay for any damage that may be caused to the roads, bridges, common grounds, or other property. In addition, a Certificate of Insurance from the contractor naming The Soundings Yacht & Tennis Club, Inc. as additional insured may be required. The dollar amount of the deposit and certificate of insurance shall be established by Architectural Policy. All deposit funds will be placed in an interest-bearing account in SYTC's name with any remaining funds and interest to be forwarded to the Owner or its contractor upon the completion of the work and satisfaction of the ARC and Board that no further road cleaning or other repairs are required.
- C.) For major construction, the SYTC may, at its option, require a status report(s) from an engineer chosen by SYTC on applicable existing road and/or bridge conditions to be agreed upon and signed by the Owner prior to the beginning of construction. Cost of said report(s) to be paid for by the Owner.
- D.) No construction may be left idle for more than six (6) months. All construction must be completed within twelve (12) months unless delay is caused by war, strikes, riots, or natural or manmade disasters or unless the SYTC and the owner have issues pending approval and/or resolution.

**ARTICLE IV: USE RESTRICTIONS**

**SECTION 1: OWNER'S RESPONSIBILITIES**

- A.) Each Owner and an Owner's guests, licensees, invitees, renters/tenants, contractors, and employees shall observe and comply with the Use Restrictions in these Covenants. These Use Restrictions shall be effective from the date of adoption. They shall be specifically enforceable by injunction or otherwise as permitted by law and by these Covenants.

**SECTION 2: SIGNS AND BANNERS**

- A.) One professional sign of not more than five square feet (2.5 feet by 2 feet) advertising the

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property for sale or rent is permitted, or one sign of like size may be used by a builder to advertise the property during the construction and sales period. Canal Lots may have one additional sign on the canal side. No other sign or banner of any kind shall be displayed for public view on any Lot or vehicle.

- B.) No signs or banners may be placed on SYTC common areas or County easements, except for clubhouse event signs, SYTC meeting signs, or one-day Open House signs.
- C.) Small signs (1 foot by 1 foot or smaller) that indicate security protection may be displayed at a Dwelling.

**SECTION 3: MAINTENANCE OF LOTS, DWELLINGS, AND DOCKS**

- A.) Each Lot in the subdivision shall be maintained by the Owner in good appearance, free of safety hazards, and free from overgrown weeds, dead trees and/or plantings and rubbish. Established lawns shall be watered sufficiently (or in accordance with current water restrictions) to maintain their natural green appearance. Plantings shall not encroach into the street to impede traffic.
- B.) The Owner of each waterfront Lot shall be responsible for keeping a Lot's seawall in good repair. The Owner may be responsible for any damage that a failed seawall may cause to the adjoining seawalls and property.
- C.) Roofs and fixed or floating docks shall be kept clean and free of mold and debris.
- D.) After written notice as set forth in Article V, Section 3(A): Enforcement Procedures, if the Lot is not so maintained, in addition to the other penalties that may be prescribed in these Covenants, SYTC shall have the right to enter upon said property for the purpose of removing safety hazards, mowing and maintaining the lawn, and cutting and removing overgrown weeds, dead trees and/or plantings and removing rubbish. Entering the property to correct a situation that has previously been notified to the Owner shall not be construed as trespassing. The expenses thereof shall be charged to and paid by the Owner of such Lot. If not paid by the Owner within thirty (30) days after being provided with written notice of such expenses, the same shall be deemed an individual Assessment and become a lien upon the Lot and remain a lien until paid in full. Such lien may include all costs, attorney's fees and interest up to the maximum rate of interest allowed by law in accordance with Florida Statutes, as amended from time to time, and shall be perfected as against all persons without notice, by recording the same in the public records of Martin County, Florida. Said lien may be enforced in the manner hereafter provided in Article V: Liens, Enforcement, Penalties, and Waiver, of these Covenants.

**SECTION 4: GARBAGE AND TRASH DISPOSAL**

- A.) No Lot, common ground or adjacent property shall be used or maintained as a dumping ground for grass and other vegetation debris, rubbish, trash, or other waste. Yard trash shall not be put in the street or block any storm drains. Yard trash cut by an Owner's yard service or landscape/tree company must be taken away by said company.
- B.) All trash, garbage and other waste shall be kept in containers and, except during pick-up, all garbage containers shall be kept out of clear view from the street.
- C.) Garbage containers shall not be placed outside for pick-up any earlier than the evening

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prior to pick-up.

- D.) There shall be no burning of trash or any other waste materials and all current county waste regulations shall be observed.
- E.) The storage area dumpster is for SYTC maintenance use only. Any Owner found violating this use will be responsible for the full cost of emptying the dumpster.

**SECTION 5: NUISANCES/SAFETY HAZARDS**

- A.) No noxious or offensive activity shall occur upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighbors.
- B.) There shall be no solicitations of any kind in the subdivision.
- C.) Contracted work performed outside any residence may only be performed from 8:00 A.M. to 5:00 P.M., Monday through Saturday. Work on the following holidays is prohibited: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- D.) Fireworks of any kind are prohibited.

**SECTION 6: MOVING SALES**

- A.) After execution of a signed sales contract for the sale of a residence and notification to SYTC, one (1), two-day moving sale is permitted; however, SYTC office must be contacted for approval. The hours of the sale shall be between 8 A.M. and 3 P.M. Any advertising signs must be removed immediately after the sale.
- B.) No vehicles or articles may be displayed for sale on any of The Soundings' common areas, with the exception of a community yard sale.

**SECTION 7: TEMPORARY STRUCTURES / LIVE-ABOARDS**

- A.) No structure of a temporary character, motor home/RV, trailer, tent, shack, garage, barn or other out building shall be used on any residential or community property at any time as a residence, either temporarily or permanently.
- B.) Boats in SYTC canals and marina shall not be used as a Live-aboard. A Live-aboard is a boating vessel that is being utilized for either permanent or temporary housing.

**SECTION 8: ANIMAL CONTROL**

- A.) The Board has the authority to establish Policies and Procedures for animal control.
- B.) No livestock, poultry or farm animals of any kind shall be raised, bred or kept on any Lot.
- C.) Dogs, cats or other household pets may be kept on the premises provided that they are not kept, bred, or maintained for commercial purposes.
- D.) No dog, cat, or other such animal shall be permitted to be off the Resident's Lot unless said animal is under restraint or control of a competent person by means of a leash or similar device. Dogs shall be permitted to be off leash only within the confines of the Dog Park, if established.



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- E.) Pet Owners are responsible for picking up after their pets on all private property and common areas.
- F.) No pets are allowed inside the pool or tennis court fences.
- G.) Under no circumstance shall any animal be allowed to roam at large or run loose.
- H.) Any animal kept by an Owner shall wear a tag, as required by Martin County Ordinance, showing proof of vaccination against rabies.
- I.) All incidents involving an animal bite or attack shall be reported to Martin County Animal Care and Control, and followed up with a call to the SYTC office.
- J.) No pet shall remain outdoors overnight. Pet Owners are responsible for maintaining the peace and tranquility of the community and limiting their dogs barking.

**SECTION 9: CLOTHESLINES**

- A.) All clotheslines shall be placed at the side or rear of a Dwelling so as not to be visible from the street or canal, except during a power outage.

**SECTION 10: EXTERNAL ANTENNAS, WEATHER STATIONS, AND DRONES**

- A.) Small television satellite dishes, VHF antennas for marine use and external equipment required for data input to weather stations are permitted. Satellite dishes and antennas shall be installed in an unobtrusive location, if possible.
- B.) To protect owner's privacy rights, the use of drones in the SYTC are prohibited to the extent allowed by law and consistent with Florida Statute 934.50, as amended from time to time.

**SECTION 11: SOLAR PANELS**

- A.) Solar panels may only be installed on the roof of a dwelling.

**SECTION 12: VEHICLES, PARKING, BOATS AND REPAIR**

- A.) Primary personal vehicles, which include automobiles, sport utility vehicles and trucks rated one (1) ton or less, must be parked on the driveway or in the garage of a dwelling. No vehicles of any type may be parked on any lawns.
- B.) Parking of any vehicles overnight on the street is prohibited, including RVs and motor homes. Short-term exemptions may be granted by the Board.
- C.) All vehicles rated over one (1) ton and any work or commercial trucks must be parked in a garage or the storage area. In addition, secondary personal vehicles listed below must be parked in a garage or the storage area. A signed agreement and an assigned parking space must be obtained from SYTC office prior to parking in the storage area. The parking of secondary personal vehicles, which description shall include, but not be limited to, vehicles rated over one (1) ton, boats, water craft, boat trailers, commercial trailers, recreational vehicles, golf carts, all-terrain vehicles, motor homes, and trailers, are prohibited on driveways or otherwise on residential property or on the private streets, vacant lots or parking lots of said subdivision, except for loading or unloading purposes, or when parked in a garage. The washing of secondary vehicles as described is

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permitted, but shall not be used to avoid the parking restrictions of this section.

- D.) The parking of residents' commercial or work vehicles, which description shall include, but not be limited to, any vehicle with added graphics, lettering, or work equipment such as racks, tanks, framing, compartments, or mounted equipment, are prohibited on driveways or otherwise on residential property or on the private streets, vacant lots or parking lots of said subdivision, except for loading or unloading purposes, or when parked within a garage or the storage area.
- E.) Parking of any vehicle in the cul-de-sacs is limited to loading and unloading.
- F.) Unlicensed vehicles, including but not limited to, automobiles, trucks, recreational vehicles, motorcycles, mopeds, all-terrain vehicles, scooters, golf carts, of any kind are not permitted on the streets. In addition, unlicensed vehicles may not be parked in the driveways or in the yards of residences, on vacant lots, or in the Storage Area.
- G.) There shall be no major repair performed on any boat or vehicle on or adjacent to any Lot in this subdivision. Minor repair and servicing is allowed.
- H.) No vehicles or trailers will be parked in the clubhouse/office parking lots unless using club facilities or marina. If overnight parking is required, permission must be obtained from the SYTC office.
- I.) Owners who violate this Section will be notified by tagging the vehicle. The Board may adopt Policies and Procedures to enforce violations of this Section.

**SECTION 13: STORAGE AREA**

- A.) The storage area is a common area of the SYTC and a designated space for the exclusive use of SYTC Owners. The Board may establish Policies and Procedures governing the use of the storage area. The Board may adopt an annual fee for Owners using space in the Storage Area to cover the cost of operation, maintenance, and repair of the Storage Area. Use of the storage area is a privilege, and an Owner may lose that privilege if he/she violates these Covenants and/or the Storage Area Policy. Owners use the storage area at their own risk and SYTC, its board, members, officers, manager, and other agents are not responsible for any injury, loss, or damage of any kind.
- B.) The vehicles as described above Article IV, Section 11A and B may be stored in the storage area and are hereafter collectively referred to as Vehicles.
- C.) No Owner may park or store a Vehicle in the Storage Area without first obtaining permission from the SYTC. Each Lot may be assigned one space, if available. An additional space is subject to availability and written Board approval. If the demand is greater than space available, the privilege of an additional space can be withdrawn.
- D.) Unlicensed trailers may be parked in the storage area. However, unlicensed or expired licensed Vehicles are not permitted in the storage area. Unauthorized Vehicles will be removed from the storage area at the Owner's expense.
- E.) Construction, flammable, or other hazardous materials are prohibited from being stored in the Storage Area, nor may any of these materials be disposed of within the Storage Area. No building materials, tiles or any loose items may be stored in the Storage Area. Removal of all unauthorized materials will be at the Owner's expense, including any cost of repair or remediation.

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F.) No commercial work may be performed in the Storage Area.

**SECTION 14: AIR CONDITIONING UNITS AND GENERATORS**

- A.) No air conditioning units or generators shall be placed on the front of any Dwelling, or rear of any Dwelling on a canal, or on the roof of a Dwelling. All units must be enclosed by shrubs, a fence, or a wall so as not to be visible from the street.
- B.) Window air conditioning units and generators may only be used during power outages. Periodic self-testing of generators is permitted between 8 a.m. and 5 p.m.

**SECTION 15: SOD/LANDSCAPING**

- A.) Except for the areas reserved for roadways, driveways, walkways, shrubbery and other garden type plants, all Lots in this subdivision shall be sodded from the front property line to a line paralleling the rear building wall of the Dwelling constructed thereon. All Lots shall have a sprinkler system installed and functioning even when the Owner is out of town or not in residence.
- B.) Lawns must be kept green, unless a governmental entity or SYTC mandates restrictions that reduce watering to such an extent that a green lawn cannot be maintained.
- C.) New landscaping must be planted within ninety (90) days of completion of a new home or a renovation that impacts the landscaping.
- D.) The planting of non-native trees, shrubs and vines determined to be exotic invasive species by the Florida Exotic Pest Plant Council is prohibited due to the environmental impact and possible damage to foundations, sidewalks, roads and underground utilities.
- E.) Any proposed use of artificial grass must be submitted to the ARC for review and approval prior to any installation.

**SECTION 16: CANALS AND VESSELS**

- A.) All canals and Intracoastal property waterways shall have a speed limit of five (5) miles per hour, and it shall be the duty of all Owners to comply with this speed limit. Owners also have a duty to encourage compliance with our NO WAKE policy to protect their property as well as others.
- B.) Owners are responsible for the dredging of their boat slips. The SYTC is responsible for dredging the canals, turning basins, and community marina slip.
- C.) All vessels must be properly secured at all times. The Owner will be responsible for any damage caused by their vessel.
- D.) Owners must obtain permission to tie their vessel to SYTC or another Owner's property, if needed.

**SECTION 17: PROPERTY RENTALS/LEASES**

- A.) Each Owner may rent/lease his or her Dwelling to one (1) single family. The term of the lease shall be at least six (6) months during a consecutive twelve (12) month period. No subletting or rental of rooms or portion of a Dwelling is allowed. For purposes of this Section, no more than two (2) unrelated persons may inhabit a rented/leased Dwelling

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without prior Board approval.

- B.) All leases must be approved by SYTC in advance and before any tenants begin occupying the Dwelling. An application, available at SYTC office, must be filled out prior to the rental, and the renters must be supplied with a copy of all SYTC Covenants, By-Laws, and Policies and Procedures at time of application.
- C.) An administrative fee, as established by the Board, must be paid at the time of application by the SYTC Member. The SYTC Member will be held responsible for the tenant's compliance with all SYTC Covenants, By-laws, Policies, and any penalties accrued by their tenants.
- D.) If 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, then the lease will be disallowed.
- E.) If 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 have provided false information during the application process, or if the required fee is not paid, or if the Owner fails to give proper notice of the intention to lease the residence to the Board, the application will be denied.
- F.) Guests of an Owner occupying a dwelling when the Owner is not present for more than thirty (30) days shall be deemed tenants and must comply with the provisions of this section. If more than two (2) unrelated persons inhabit a Dwelling as guests for more than thirty (30) days, Board approval must be obtained.
- G.) Persons designated by a corporation or other entity owning a Dwelling to occupy the Dwelling shall be deemed a lessee and must comply in the same manner as lessees under this provision.
- H.) Owners who fail to comply with the above provisions may lose their right to rent or lease their Dwelling.

**SECTION 18: BUSINESS USE OF RESIDENCE**

- A.) No business of any kind may operate in a residence if it will: (1) increase the amount of vehicular traffic; (2) violate zoning requirements; (3) violate any provision of these Covenants; (3) constitute a nuisance or a hazardous and offensive use; (4) threaten the security or safety of other residents; (5) or cause an increase in noise, dust, smoke, odor, heat, or otherwise impact the quality of life within The Soundings. No commercial work may be performed on vacant lots.

**SECTION 19: WELLS**

- A.) Residential wells are permitted on the west side of Gomez Street, but are not permitted on the east side of Gomez Street due to the risk of salt water intrusion.
- B.) An Owner on the west side of Gomez Street can install a well for the purposes of irrigation, a swimming pool or for heating and cooling facilities except where such installation would endanger the health and welfare of the Members or endanger the capacity and/or the integrity of the water supply and/or pollution control systems. Direct

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tie in to the SYTC potable water system is not permitted.

- C.) No well shall be installed in The Soundings without issuance of a written permit by the Board, based on an affirmative recommendation of a qualified engineer paid for by the owner, and a permit by Martin County and/or other governing body as required.

**SECTION 20: GUESTS OR INVITEES**

- A.) The guests or invitees of SYTC Members in good standing are permitted to use the recreational facilities of SYTC including, but not limited to, the tennis courts, swimming pool and clubhouse. Guests or invitees under the age of fourteen (14) must be accompanied by an adult of age eighteen (18) or older.
- B.) The SYTC Member will be held responsible for a guest's compliance with all SYTC Covenants, By-laws, and Policies.

**SECTION 21: HURRICANE PREPAREDNESS**

- A.) If plywood is used to protect the openings of a home for an extended period of time before or after a hurricane threat, it must be either painted a neutral color or painted in the colors of the walls or trim.
- B.) The Board may establish Policies and Procedures governing hurricane preparedness.

**ARTICLE V: LIENS, ENFORCEMENT, PENALTIES, AND WAIVER**

**SECTION 1: LIABILITY, LIEN, INTEREST AND COLLECTION OF ASSESSMENTS**

- A.) An Owner, regardless of how title is acquired, including without limitation as purchaser at judicial sale, shall be liable for all Assessments coming due while Owner of a Lot. Assessments refers to and includes Annual Assessments, Special Assessments, Emergency Special Assessments (Article I, Section 2: Assessments, Fees, and Charges); monthly water and sewer Assessments (Article I, Section 3: Water, Wastewater Facility, and Sewer Service), and Individual Assessments. Any other lawful unpaid charges and fees authorized by the SYTC in accordance with the Covenants, By-laws and/or Policies and Procedures shall become Assessments and shall be subject to and governed by the provisions of this Article.
- B.) Except as otherwise provided in this Section, the grantee is jointly and severally liable with the grantor for unpaid Assessments and any other lawful charges and fees that came due up to the time of transfer, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefore.
- C.) The liability for Assessments may not be avoided by waiving the use or enjoyment of any common areas or recreational facilities or by abandoning the Lot for which Assessments are due and/or owed.
- D.) Assessments and/or any other lawful charges and fees imposed by SYTC and any installments not paid when due shall bear interest and a late fee from the date when due until paid at the maximum rate allowed by law.

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- E.) SYTC shall have the right to place a lien on each Lot for any unpaid Assessments, or any other lawful charges and fees imposed and the interest thereon, against the Owner of such Lot. Said lien shall also secure reasonable attorney's fees and all costs incurred by SYTC incident to the collection of such assessments or enforcement of such said lien. Said lien shall relate back and shall be effective from the date the original declaration was recorded in the public records of Martin County and said lien shall continue in effect until all sums secured by the lien have been fully paid. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of said lien prepared at his expense.
- F.) Liens for Assessments and other legally enforceable charges and fees may be enforced by foreclosure suit brought in the name of SYTC. SYTC shall have the right to bid at any such foreclosure sale and to acquire, hold, lease, mortgage, and convey the same. A suit to recover a money judgment shall not constitute a waiver of the lien securing the same.
- G.) The procedure followed by the SYTC for liens and foreclosure is set forth in Florida Statutes 720.3085, as amended from time to time.
- H.) When the mortgagee of a first mortgage of record, or other purchaser of a Lot in the subdivision obtains title to the Lot as a result of foreclosure of the first mortgage, or as a result of a deed given in lieu of foreclosure, such procurer of title and his successors and assigns shall be liable for unpaid Assessments and other charges pertaining to such Lot in accordance with Chapter 720 of Florida Statutes, as amended from time to time. Any common expenses, assessments, or other charges not recoverable shall be deemed to be common expenses collectable from all of the Lot Owners in the subdivision, including such procurer, successors, and assigns.
- I.) Any Lot Owner shall have the right to require from SYTC a statement showing the amount of any unpaid Assessments or other charges due and owing by such Owner with respect to such Lot.

**SECTION 2: ENFORCEMENT ACTIONS**

- A.) If the Owner, owner's guest, invitee, renter/tenant, licensee, contractor, and/or employee fails to comply with any provision of the Governing Documents or Florida Statutes Chapter 720, as amended from time to time, it shall be lawful for the SYTC to proceed with any and all action(s) to remedy such violation(s). Actions include, but are not limited to, the following:
  - 1. Commencement of an action in law or in equity to recover damages, require specific performance, obtain an injunction, or obtain other equitable relief against the person, persons, or entity violating the Governing Documents, and in the event SYTC is successful, recovering damages, and other penalties for such violation(s), including costs and attorney's fees.
  - 2. Suspension, for a reasonable period of time, the rights of the Member or Member's guest, invitee, renter/tenant, and/ or licensee, to use SYTC common areas and facilities as provided for in Florida Statutes Section 720.305(2), as amended from time to time.
  - 3. Levying of a daily fine of \$100 per violation against any Member, or Member's guest, invitee, renter/tenant, or licensee as provided for in Florida Statutes Section 720.305(2), as amended from time to time. For a continuing violation, a fine may be

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levied for each day of the violation, up to a maximum penalty of \$10,000, with a single notice and opportunity for a hearing. A fine of \$1000 or more may become a lien on the Owner's property and shall then be subject to and governed by the provisions of Article V, Section 1: Liability, Lien, Interest, and Collection of Assessments.

4. Removal and/or correction of the violation at the Owner's expense.
  5. Other remedies and enforcement actions that are provided by law and/or authorized in other Articles of these Covenants.
  6. The procedure the SYTC shall follow when an Owner fails to comply with provisions of the Governing Documents is set forth below in Article V, Section 3: Enforcement Procedures.
- B.) If a Member is more than 90 days delinquent in paying any fee, fine or other monetary obligation due the SYTC, the following suspensions, as set forth in Florida Statutes Section 720.305(3) and (4), as amended from time to time, may be imposed by the Board at a properly noticed Board meeting:
1. Suspension of the right of the Member or Member's renter/tenant, guest, invitee, or licensee to use the common areas and facilities until the fee, fine or other monetary obligation is paid in full.
  2. Suspension of the voting rights of the Member until the fee, fine or other monetary obligation is paid in full.
  3. The Member and if applicable, the Member's renter/tenant, guest, invitee, or licensee shall be notified by mail of any suspension imposed pursuant to B(1) and (2) above.
- C.) All the rights, remedies, and privileges granted to the SYTC by the Governing Documents and Florida Law shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude pursuing such additional remedies, rights, or privileges as may be granted or as it might have by law.
- D.) All expenses incurred in connection with the violation or breach, or commencement of any action, including reasonable attorneys' fees at all levels, including appeals, collections and bankruptcy, shall be assessed against the Owner/violator and shall be immediately due and payable without further notice.
- E.) The SYTC's failure to enforce any right, provision, covenant or condition shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

**SECTION 3: ENFORCEMENT PROCEDURES**

- A.) Except as otherwise provided by law or authorized in other articles of these Covenants, the following procedures shall be followed when a violation of the Covenants and/or other Governing Documents is verified:
1. Step One: A certified/return receipt letter shall be sent by the SYTC or its designee to the Violator's and/or Owner's local residence and any other known address explaining the violation(s) and the correction(s) expected to be completed. The

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Violator/Owner must correct the violation(s) within two (2) calendar weeks (14 days) from receipt of the letter, and notify the SYTC in writing of such correction.

2. Step Two: If the violation is not corrected by the Violator/Owner within two (2) calendar weeks (14 days) of receipt of the letter sent in Step One, a second certified/return receipt letter shall be sent by the SYTC or its designee to the property Violator's and/or Owner's local address and any other known address explaining the violation(s) and the correction(s) expected to be completed. The Violator/Owner must correct the violation within two (2) calendar weeks (14 days) from receipt of the second letter, and notify the SYTC in writing of such correction.
  3. Step Three: If the violation is not corrected within two (2) calendar weeks (14 days) of the second letter, the Board shall review the matter and decide what enforcement actions will be taken. Such enforcement actions may include, but not be limited to, turning the matter over to the SYTC attorney for further action in law or equity as the Board so determines. See Article V, Section 2, Enforcement Actions.
  4. The Board, in its discretion, may extend the time frames set forth in Steps One, Two, and Three above.
  5. If immediate action is required or if there is a repeat violation(s), Steps One and Two may be omitted, and the Board may decide to immediately move to Step Three and review the matter and decide what enforcement actions will be taken. Under these circumstances, the Board must simultaneously notify the property Owner.
- B.) Imposition of fines and/or suspension of common area use rights, as described in Article V, Section 2(A), Subsections (2) and (3) above, must be done in accordance with the procedure(s) set forth in Florida Statutes Section 720.305(2), as amended from time to time. The procedures for fine and suspension shall be established by the Board and set forth in SYTC Policies and Procedures.

**SECTION 4: WAIVER OF MINOR VIOLATIONS FOR CONSTRUCTION**

Where a Dwelling has been erected or the construction thereof is substantially advanced and it is situated on any Lot in such a manner that constitutes a violation or violations of any of the above Covenants, the Board shall have the right at any time to release such Lot or portions thereof from the provisions of any Covenants violated. However, the Board shall not release a violation or violations of any Covenants except violations the Board, in its sole discretion, determine to be minor.

**ARTICLE VI: GENERAL PROVISIONS**

**SECTION 1: SURVIVAL OF DECLARATION AFTER TAX SALE**

All provisions of this Declaration of Covenants relating to a Lot that has been sold for taxes or special assessments shall survive and be enforceable after the issuance of a tax deed or masters deed upon foreclosure of an assessment, certificate or lien, tax deed, tax certificate, or tax lien, to the same extent that they would be enforceable against a voluntary guarantee, immediate, or remote of the Owner of the title immediately prior to the delivery of the tax deed or masters deed.



**The Soundings Yacht and Tennis Club, Inc.  
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**SECTION 2: AMENDMENT**

At any time, the vote of at least fifty-one percent (51%) of the Members in good standing of SYTC may change these covenants in whole or in part by executing a written instrument approving said changes and having the same duly recorded in the public records of the State of Florida as well as the County of Martin.

**SECTION 3: TERM**

These covenants are to run with the land, and, except as they may be amended in accordance with Article VI, Section 2: Amendment above, shall be binding on all parties and all persons until January 31, 2027, at which time said covenants shall be automatically extended for successive periods of ten years as dictated by state law, unless revoked in whole or part by two thirds (2/3) vote of the Members in good standing of SYTC.

**SECTION 4: SEVERABILITY**

Invalidation of any one of these covenants or restriction or any part thereof by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

The Soundings Yacht and Tennis Club, Inc.  
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CERTIFICATION

WE HEREBY CERTIFY that the foregoing Amended and Restated Declaration of Protective Covenants, Restrictions, Reservations, Servitudes, and Other Charges Affecting the Real Property of the Subdivision, The Soundings, Hobe Sound, Florida. were approved by more than 51% of the owners of lots in the Soundings as reported at the Board meeting held on the 16th day of August 2018.

IN WITNESS WHEREOF, the undersigned have caused these presents to be signed in its name, by its Commodore and Treasurer, and its corporate seal affixed on this 22 day of August, 2018.

THE SOUNDINGS YACHT AND TENNIS CLUB, INC.

Commodore

By: [Signature]

Name: David Kozubal

Treasurer

By: [Signature]

Name: Drew Ciraldo

WITNESSES AS TO COMMODORE:

By: [Signature]

Print Name Stacey Shann

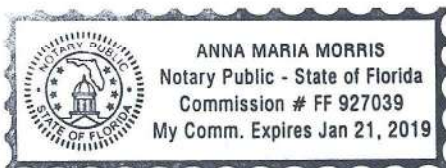
By: [Signature]

Print Name Aisleen Sandoval

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on this 22 day of August, 2018, by DAVID KOZUBAL, as Commodore of The Soundings Yacht and Tennis Club, Inc. [] who is personally known to me, or [ ] who has produced identification [Type of Identification \_\_\_\_\_].

Notary Seal



[Signature]  
Notary Public

The Soundings Yacht and Tennis Club, Inc.  
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WITNESSES AS TO TREASURER:

By: *Stacey Sherr*  
Print Name: Stacey Sherr

By: *Aislin Sandaun*  
Print Name: Aislin Sandaun

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me on this 22 day of August, 2018, by DREW CIRARDO, as Treasurer of The Soundings Yacht and Tennis Club, Inc. [ ] who is personally known to me, or [] who has produced identification [Type of Identification FLORIDA DRIVERS LICENSE].

Notary Seal



*Marie Morris*  
Notary Public

Corporate Seal of Soundings

