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**DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR SEAGATE WOODS**

**THIS DECLARATION**, made as of the date hereinafter set forth, by Eagles Crest West, Inc. a Florida Corporation, hereinafter referred to as "Declarant".

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of the following described real property, situated, lying and being, in the City of St. Augustine, St. Johns County, Florida; and

**WHEREAS**, the following described real property is not subject to any covenants or restrictions of record; and

**WHEREAS**, Declarant desires to place covenants and restrictions of record as to the real property hereinafter set forth, and to limit the use of same as set forth hereinafter.

**WHEREAS**, Declarant deems it desirable to create a not for profit association to manage the property. The association shall own, maintain and administer all the Common Property as hereinafter defined and shall administer and enforce the easements, covenants, conditions, restrictions and limitations set forth herein and collect and disburse the assessments hereinafter created.

**NOW, THEREFORE**, Declarant hereby declares that the following described real property, situate, lying and being in City of St. Augustine in St. Johns County, Florida, to wit:

**All the land described and contained in the Plat of Seagate Woods Subdivision, according to Plat thereof recorded in Map Book 36, Pages 52 through 53, public records of St. Johns County, Florida.**

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And any additional property annexed to this Declaration (Collectively, the "Property") is hereby made subject to and shall be held, sold and conveyed, subject to the following easements, covenants, terms, conditions and restrictions, all of which are for the purpose of protecting the value and desirability of the Property, and which, shall be covenants and restrictions to run with the Property and binding on all parties having any right, title or interest in the Property described above or any part thereof, their heirs, successors and assigns and shall inure to the benefit of each owner thereof.

## **ARTICLE I**

### **DEFINITIONS**

Unless the context expressly requires otherwise, the words defined below, whenever used in this Declaration shall have the following meanings:

- 1.1 "Articles" shall mean and refer to the Articles of Incorporation of the association as amended from time to time.
- 1.2 "Association" shall mean and refer to Seagate Woods Homeowners', Association, Inc., its successors and assigns.
- 1.3 "Board of Directors" shall mean and refer to the board of directors of the Association.
- 1.4 "By-laws" shall mean and refer to the By-laws of the Association as amended from time to time.
- 1.5 "Common Expenses" shall mean and refer to those items of expense for which the association is or may be responsible under this Declaration and those additional items of expense approved by the Owners in the manner set forth in the Declaration, the Articles or the By-laws.
- 1.6 "Common Property" shall mean and refer to those tracts or parcels of land owned by the Association for the common use and enjoyment of the Owners and their guests and invitees and all improvements constructed thereon, including but not limited to, the Common Roads and all improvements within the right-of-way of the Common Roads.

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All Common Property is intended for the common use and enjoyment of the Owners and their guests, lessees or invitees and the visiting general public to the extent permitted by the Board of Directors of the Association subject to any rules and regulations adopted by the Association and subject to all use rights reserved by Declarant herein or prior to conveying any land to the Association.

- 1.7** "Common Roads" shall mean and refer to the roads depicted on any plat of the Property which provide ingress and egress to a Lot or parcel of land within the Property. The Common Roads shall be considered Common Property of the Association and unless specifically set forth herein to the contrary all rules and regulations and provisions relating to the Common Property shall include the Common Roads.
- 1.8** "Declarant" shall mean and refer to Eagles Crest West, Inc., a Florida Corporation, its successors and assigns, provided such successors or assigns acquire more than one (1) undeveloped lot from Declarant for the purpose of development.
- 1.9** "Declaration" shall mean and refer to this Declaration of Covenants and Restrictions for Seagate Woods.
- 1.10** "Lot" shall mean and refer to any lot together with the improvements thereon, shown on the recorded Subdivision Plat referred to herein and any subsequently recorded Subdivision Plat of any additional contiguous land made subject to this Declaration.
- 1.11** "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to any Lot shown on the Subdivision Plat referred to herein and any Subdivision Plat of additional contiguous land made subject to this Declaration and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.
- 1.12** "Property" shall mean and refer to that certain real Property described on page 1 hereof, together with improvements thereon

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and any additional contiguous Property made subject to this Declaration.

- 1.13 "PUD" shall mean and refer to the Planned Unit Development zoning approved for the Property by the City of St. Augustine, Florida.

## ARTICLE II

### PROPERTY RIGHTS

- 2.1 Owners' Common Property Easements. Subject to the provisions of the Declaration, the rules and regulations of the Association, and any prior use rights granted in the Common Property, every Owner, their successors and assigns and their families and every guest, tenant, and invitee of such Owner is hereby granted a right and easement of ingress and egress and enjoyment in and to the Common Property which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions.

- (a) The right of the Association to charge reasonable admission and other fees for the use and security of any recreational facility situated upon the Common Property.
- (b) The right of the Association to suspend the voting rights and right to use of the recreational facilities located on the Common Property by an Owner for any period during which any Assessment against his Lot remains unpaid; and for a period, not to exceed sixty (60) days, for any infraction of its published rules and regulations. In no event may the Association deny an Owner the use of the entrance areas or public or private roads or cul-de-sacs, if any, so as to prohibit ingress and egress to his Lot.
- (c) The right of the Board of Directors, without further consent from Owners or their Mortgagees, to dedicate, transfer or grant an easement over all or any part of the Common Property to any public agency, authority or utility company for the purpose of

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providing utility or cable television service to the Property and the right of the Board to acquire, extend, terminate or abandon such easement.

- (d) The right of the Association to sell, convey or transfer the Common Property or any portion thereof to any third party other than those described in Subsection (c ) for such purposes and subject to such conditions as may be approved by a majority vote of the Association.
- (e) The right of the Board of Directors to adopt reasonable rules and regulations pertaining to the use of the Common Property.
- (f) The right of the Declarant or the Association to authorize other persons to enter upon or use the Common Property for uses not inconsistent with the Owners' rights therein.
- (g) The right of the Board to mortgage any or all of the Common Property for the purpose of improvement or repair of the Common Property with the approval of a majority vote of the Association.

**2.2 Delegation of Use.** Any Owner may delegate his right of enjoyment to the Common Property to the members of his family, his tenants, or contract purchasers who occupy the Lot within the Property.

**2.3 Conveyance of Common Property.** The Declarant may dedicate or convey the Common Property (other than the Common Roads) to the Association at such time as all the planned improvements, if any, are complete and in the event the Common Property is unimproved, at such time as the Declarant determines, but in all events prior to the termination of the Class B membership. Such dedication or conveyance shall be subject to easements and restrictions of records, including all those shown on the plat of the Property, free and clear of all liens and financial encumbrances other than taxes for the year of conveyance. The Declaration may reserve certain rights

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to itself for use of the Common Property which are not adverse to the Owners.

**2.4 Owner's Common Road Easements.** It is specifically acknowledged that the Common Roads will be conveyed by the Declarant to the Association free and clear of all liens and encumbrances, except taxes and except Declarant's reserved right to install, repair, restore and maintain all utilities, street lighting and signage, including without limitation, cable television in the road right of way and right to grant further easements over the Common Roads. Each Owner of a Lot, his successors and assigns, domestic help, delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities serving the Property, holders of mortgage liens on the property and such other persons as the Declarant and/or Association shall designate, are hereby granted a perpetual non-exclusive easement for ingress and egress over the Common Roads. It is hereby acknowledged that the Declarant shall have an easement over the Common Roads for the purpose of ingress and egress. The Declarant and the Association shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of the Declarant or the Association, may create or participate in a disturbance or nuisance on any part of the Property; provided that, the Declarant or Association shall not deny an Owner or Mortgagee the right of ingress and egress to any portion of the Property owned by such Owner (or) mortgaged in favor of such Mortgagee. The Declarant and the Association shall have (1) the right to adopt reasonable rules and regulations pertaining to the use of the Common Roads; (b) the right, but no obligations, from time to time, to control and regulate all types of traffic on the Common Roads, including the installation of gate houses and gate systems, if the Declarant or Association so elects.

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The Declarant and the Association shall have the right but no obligation to control speeding and impose speeding fines to be collected by the Association in the manner provided for assessments and to prohibit use of the Common Roads by traffic or vehicles (including without limitation, motorcycles, "go-carts", three wheeled vehicles), which in the opinion of the Declarant or the Association would or might result in damage to the Common Roads or create a nuisance for the residents; (c ) the right, but no obligation, to control and prohibit parking on all or any part of the Common Roads; and (d) the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial placed or located on the Property, if the location of the same will in the opinion of the Declarant or the Association obstruct the vision of a motorist.

The Declarant reserves the sole and absolute right at any time to re-designate, relocate, or close any part of the Common Roads without the consent or joinder of any Owner or Mortgagee so long as no Owner or his Mortgagee is denied reasonable access from his Lot to a public roadway by such re-designation, relocation or closure. In such event, the foregoing easement over the Common Road shall terminate and the Association shall re-convey the Common Road to the Declarant at the Declarant's request.

### ARTICLE III

#### ARCHITECTURAL CONTROL

- 3.1 No buildings or accessory structures, fences, mailboxes, walls, driveways, swimming pools, barbecue pits, landscaping or exterior lighting plan or other improvements other than those erected by Declarant, shall be commenced, erected or maintained upon the Property, nor shall any grading, excavating, or tree removal be commenced, exterior addition to or change be made until all construction, grading and landscape plans and specifications

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showing the nature, kind, shape, height, color, materials and location of the same have been submitted to and approved in writing by the architectural Control committee (the " committee") composed of the Declarant, or such agent or agents as may be appointed by the Declarant, in its sole discretion, as to quality of workmanship and materials, color, harmony of external design with existing buildings or structures, location of said building or structure with respect to topography and finish grade elevation and as to compliance with the provisions of this Declaration. Said plans shall be either approved or disapproved by the Committee within ten (10) working days following submittal to same. Construction of approved improvements shall be completed within a period of six (6) months from date construction is begun or such longer time as may be approved by the Committee in its sole discretion. Notwithstanding the Committee's approval pursuant to this paragraph, the Committee does not endorse or guarantee the structural integrity of the improvements so approved. At such time as the Declarant ceased to be a Class B member of the Association, the members of the Committee shall be appointed by the Board of Directors of the Association.

**3.2 The Committee shall have the following powers and duties:**

- 1) To draft and adopt, from time to time, architectural planning criteria, standards and guidelines relative to architectural styles or details and rules and regulations regarding the form and content of plans and specifications to be submitted for approval all as it may consider necessary or appropriate.
- 2) To require submission to the Committee of two (2) complete sets of preliminary and final plans and specifications as hereinafter defined for any buildings or structures of any kind, including, without limitation, any dwelling, fence, wall, sign, site paving, grading, paving and building additions, alterations, screen enclosure, sewer, drain, disposal system, decorative building,



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landscaping, landscape device or object, exterior lighting scheme, exterior colors and finishes. ("Proposed Improvement") construction or placement of which is proposed upon any lot of the Property. The Committee may also require submission of samples of building materials and colors proposed for use on any Lot or the Property, and may require such additional information as reasonably may be necessary for the Committee to completely evaluate the proposed structure or improvement in accordance with the Declaration and the Architectural Planning Criteria adopted by the Committee.

- 3) To approve or disapprove any Proposed Improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot or the Property and to approve or disapprove any exterior additions, changes, modifications or alterations including the color thereof, therein or thereon. Subsequent to the transfer of control of the Committee by the Declarant, any party aggrieved by a decision of the Committee shall have the right to make a written request to the Board of Directors of the Association within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be final. Provided, however, during the time the Declarant is a Class B Member determination by the Committee shall be final.
- 4) To evaluate each application for the total effect, including the manner in which the homesite is developed. This evaluation relates to matters of judgment and taste which can not be reduced to a simple list of measurable criteria. It is possible, therefore, that a Proposed Improvement might meet individual criteria delineated in this Article and the Architectural Planning Criteria and still not receive approval, if in the sole judgment of the Committee, its overall aesthetic impact is unacceptable. The approval of an application for one Proposed Improvement shall

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not be construed as creating any obligation on the part of the Committee to approve applications involving similar designs for Proposed Improvements pertaining to different Lots.

- 5) If any Proposed Improvement as aforesaid shall be changed, modified or altered without prior approval of the Committee of such change, modification or alteration, and the plans and specifications therefore, if any, then the Owner shall, upon demand, cause the Proposed Improvement to be restored to comply with the original plans and specifications originally approved by the Committee, and shall bear all costs and expenses of such restoration, including costs and reasonable attorneys' fees of the Committee.
- 6) In addition, any Owner making or causing to be made any Proposed improvement or additions to the Property or a Lot agrees and shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns to hold the Committee, Association, Declarant and all other Owners harmless from any liability, damage to the Property and from expenses arising from any Proposed Improvement and such Owner shall be solely responsible for the maintenance, repair and insurance of any Proposed Improvement and for assuring that the Proposed Improvement meets with all applicable governmental approvals, rules and regulations.
- 7) The Committee is hereby authorized to make such charges for each submittal as it deems necessary to cover the cost of review of the plans and specifications.

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**ARTICLE IV****USE RESTRICTIONS**

- 4.1** Unless specified otherwise in the P.U.D., no Lot shall be used for any purpose except for residential. No building other than one (1) single-family dwelling, not to exceed thirty-five feet (35') in height may be constructed on any one Lot. All garages, utility rooms, porches and screened-in areas shall be designed in harmony with the dwelling. No residence shall be constructed or placed on any Lot containing less than 1,200 square feet of heated and cooled living area, for a one (1) story dwelling, nor less than eight hundred (800) square feet of heated and cooled ground floor area for a dwelling of more than one (1) story, with a minimum of an attached two car garage. All garages, utility rooms, porches and screened-in areas shall be in addition to the minimum twelve-hundred (1,200) square feet of living area and not considered a part thereof. All yard area except for areas approved to be paved, shall be sodded and landscaped or left in the natural state from the edge of the paved roadway to the foundation of the residence. No business, commercial buildings or equipment may be erected, kept or maintained on any Lot, except for home occupations approved by the committee. Notwithstanding the above, the Declarant or its assigns shall not be prohibited from operating sales models and/or sales and leasing office on any lot or Tract A.
- 4.2** No part of any structure, including the garage, shall be constructed on any Lot within fifteen feet (15') of the front property line. Rear setbacks will be a minimum ten feet (10') from the rear property line and seven feet six inches (7'-6") of any side property line, except where a greater setback is required to comply with easements or City of St. Augustine requirements. All setbacks shall be measured from the wall of the structure to the property line, where shown on the recorded plat. A dwelling may be located upon a single-lot or on a combination of Lots and, in such event, the setback lines shall apply to the most exterior Lot

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lines. Eaves and cornices of any structure may project beyond the setbacks established herein. Accessory uses, including but not limited to pools, spas and patios shall be setback a minimum of three feet (3') from all property lines. Air conditioning units may be placed within eighteen inches (18") of the side property line.

**4.3** No part of any structure located within the amenity area, shown as Tract A on the plat of Seagate Woods Unit I, Shall be constructed within twenty feet (20') of the edge of any road right-of-way, twenty feet (20') of the south Lot line or fifteen feet (15') of any other Lot line.

**4.4** No wall, fence or hedge shall be erected, placed, maintained or permitted to remain upon any Lot unless and until the height, type, location, size or construction thereof have been approved by the Committee in accordance with Article III hereof.

**4.5** No conveyance of any kind, including but not limited to trailers, boats or campers may be kept or parked on any Lot or driveway for more than ten (10) continuous hours unless same are completely inside a garage. Provided, however, private automobiles of the occupants and guests may be parked in the driveway on a Lot for more than ten (10) continuous hours. Other vehicles may be parked in driveways or parking areas during necessary times solely for pick-up and delivery purposes.

No conveyances of any kind, including trailers, boats, campers and private automobiles shall be parked on the street or right-of-way thereof overnight or for a continuous period of time in excess of ten (10) hours.

**4.6** No livestock, poultry or animals of any kind or size shall be raised, bred or kept on any Lot; provided, however, that dogs, cats or other domesticated household pets may be kept provided such pets shall not exceed two (2) in number. No such pets shall be allowed on the Property other than on the Lot of the Owner of such pets, unless confined to a leash.

**4.7** Persistently barking dogs, or dogs running at large, or in packs, shall constitute a nuisance, per se, and a violation of restriction 4.11 hereof.

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- 4.8** No portion of a Lot shall be used as a drying or hanging area for laundry of any kind, unless screened from the view of neighboring Owners and the street with written approval of the type and location by the Architectural Committee.
- 4.9** Subject to the provisions of 4.2, no Lot or Lots shall be re-subdivided.
- 4.10** No immoral, unlawful, noxious or offensive activity shall be carried on or upon the Property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to other Lot owners.
- 4.11** No structures of a temporary nature, character, tent, shack, garage, barn, trailer, camper or other similar outbuilding or vehicle shall be used or permitted to remain on a Lot as a storage facility or residence either temporarily or permanently.
- 4.12** No Lot shall be used or maintained as a dumping ground for rubbish and trash. Garbage or other waste shall only be kept in sanitary containers. All trash containers shall be stored in a concealed space within twelve (12) hours after scheduled pick-up by local waste removal service. No mining or excavating operations of any kind shall be permitted upon or in any Lot. All lawns, grounds and landscaping shall be maintained in a neat and orderly fashion free of rubbish, trash garbage and all unsightly weeds and underbrush.
- 4.13** No sign of any kind shall be displayed on any Lot except approved signs showing the Owners' name and number of residence and temporary "For Sale" or "For Rent" signs containing less than four (4) square feet of display area. All of the above signs must be approved by the committee prior to installation.
- 4.14** In the event any Owner fails to maintain his Lot in the manner required by 4.12 hereof, or to maintain the structures and improvements on such Lot in a good and workmanlike manner, or in a neat and clean appearance, the Committee or the Board of Directors may, thirty (30) days after delivery of written notice to such Owner, authorize its agents to enter upon the Lot and perform any necessary maintenance at the

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expense of the Owner and such entry upon the Lot will not be deemed a trespass. Such expense shall be deemed a special assessment against the Owner of the Lot and may be collected by the Association in the manner specified in Article VII hereof.

- 4.15** No satellite dishes, television or radio antennas masts, towers of any type shall be allowed on any Lot, except a maximum eighteen inch (18") diameter satellite dish approved by the Architectural Committee, location, color and screening must be approved by the Committee in accordance with Article III. The committee reserves the right to approve larger dishes in the future, depending upon design, location and type.
- 4.16** No tree of a diameter in excess of four inches (4") at a height of four feet (4') above ground level may be removed from a lot without the approval of the Committee. All requests for tree removal shall be submitted to the Committee along with a site plan showing the location of such tree or trees and the justifications for such tree removal.
- 4.17** The Committee may require any Owner who violates 4.16 above to replace trees removed without approval with trees of like kind and size, within thirty (30) days after written demand by the Committee. If an Owner fails or refuses to replace the trees as demanded, the Committee may replace the trees removed with trees of like kind and size and the cost thereof shall be considered a special assessment against the Owner's Lot which, if not paid within thirty (30) days after it is assessed, shall become a lien on the Lot as provided in paragraph 7.1 hereof.
- 4.18** No window or wall air conditioning units may be placed in any the residence which is visible from the street without prior written approval by the Architectural Committee.
- 4.19** If the Declarant elects not to install a mail substation within the Property, all mailboxes shall be uniform, designed and constructed in accordance with specifications promulgated by the Committee.
- 4.20** No wells or irrigation pumps shall be installed on any of the 61 platted lots. Water for irrigation of lawns and landscaping shall be supplied by a central irrigation system to be installed by the Declarant and operated

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and maintained by the Association. Water for all other purposes, including swimming pools, shall be supplied by a central water system operated by the City of St. Augustine.

- 4.21** All sewage shall be disposed of through a central system operated by the City of St. Augustine.
- 4.22** All rates, fees and charges with respect to the central water system and central sewer system shall be borne by the Owner of the Lot being served by such system.
- 4.23** Only biodegradable fertilizers and EPA/DER approved pesticides and fungicides may be used anywhere in Seagate Woods. No person shall use any EDB or dioxin within Seagate Woods.
- 4.24** No Dwelling Unit may be rented, leased or sublet for a term of less than one hundred eighty (180) days nor more than once in any one (1) year period.
- 4.25** All screen enclosures, pools, deck areas, patios, hot tubs, jacuzzis, and sun decks must be approved in writing by the Architectural Control Committee. Above ground pools are not permitted.
- 4.26** Basketball nets and backboards must be approved by the Committee prior to construction and/or installation of same.
- 4.27** Skateboard ramps are prohibited on any lot or Common Area.
- 4.28** All flagpole structures and their locations must be approved by the Committee prior to construction and/or installation of same.
- 4.29** The use of decorative items, including, but not limited to, statues, gates, rocks, planters, bird baths, and other ornamental accessories must be submitted to the Architectural Control Committee for review and approval prior to use, installation or construction.
- 4.30** All exterior lighting, including, but not limited to, walkway, driveway, or accent, except as originally installed by the Declarant must be approved by the Architectural Control Committee prior to construction or installation.

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**ARTICLE V****ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

- 5.1** Every Owner of a Lot, including Declarant shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot.
- 5.2** The Association shall have two (2) classes of voting members as follows:
- 5.2.a** Class "A" members shall be all Owners with the exception of Declarant and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in a Lot, all such persons shall be members and the vote for such Lot shall be exercised as they may determine, but in no event, shall more than one (1) vote be cast with respect to any Lot owned by Class "A" members.
- 5.2.b** Class "B" member shall be Declarant who shall be entitled to exercise seven (7) votes for each Lot owned. The Class "B" membership shall cease and be converted to Class "A" membership on the happening of the first to occur of either of the following events: (a) when the total votes outstanding in the Class "B" membership are less than the Class "A" members; (b) ten (10) years following the date of conveyance of the first Lot; or (c) at such time as Declarant, in its sole discretion, elects to terminate Class "B" membership.

**ARTICLE VI****RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

- 6.1** The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof to the extent it deems advisable, as well as such other personnel as the Association shall deem to be necessary or advisable for the proper operation of the Association, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom it contracts. The



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Association may obtain and pay for legal, accounting and management services necessary or desirable in connection with its obligations hereunder or the enforcement of this Declaration.

- 6.2** The Association shall hold and own "Common Property" and may acquire or dispose of the same by sale, grant of easement or otherwise make agreements with respect to the Common Property subject to the restrictions and provisions of the Articles and Bylaws.

The Association shall, at all times, pay the real property ad valorem taxes and assessments, if any, assessed against the Common Property and any other governmental liens which may be assessed against the Common Property, unless the taxes for such Common Property are assessed against each Owner as a part of the tax assessment for each Owner's Lot.

- 6.3** The Association shall obtain such fidelity bonds as it deems necessary and as may be required by the Federal Home Mortgage Corporation and the Federal National Mortgage Association, which bonds shall be in effect for all persons responsible for handling money. Such bonds shall be in such amounts as the Board deems necessary or convenient or may be required by a mortgagee.

- 6.4** The Association shall maintain and repair the Common Property, the stormwater management systems serving the Property, amenity area, central irrigation system, entrance/gate house, the perimeter wall adjoining Highway SR - 3/A1A, all utilities remaining under the Association's ownership, the Common Roads and all improvements located within the right-of-way of the Common Roads on Common Property, and within easements located on undivided lots.

- 6.5** The Association shall interpret and enforce the provisions of this Declaration and, in connection therewith, collect and expend the assessments permitted herein for such purposes.

- 6.6** The Association may exercise any of the rights and privileges expressly granted in this Declaration, the Articles and Bylaws, the laws governing

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not-for-profit corporations, and every other right or privilege granted herein or reasonably necessary to effectuate any right of privilege granted herein.

#### ARTICLE VII

##### COVENANT FOR MAINTENANCE ASSESSMENT

- 7.1** The Declarant hereby covenants for each Lot within the Property and each Owner of a Lot is hereby deemed to covenant by acceptance of this deed for such Lot, whether or not it shall be so expressed in his deed, to pay to the Association annual assessments and special assessments. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the Property and a continuing lien on each Lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees shall also be the personal obligation of the person or persons who owned the Lot at the time of assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.
- 7.2** The annual assessments levied by the Association shall be paid either in monthly or annual installments and used exclusively to promote the health, safety, welfare, and recreation of Owners of Lots in the Property and for the improvement and maintenance of all Common Property, common landscaped areas, portions of the landscaped areas of Lots and all areas required to be maintained under the St. Johns River Water Management District Permit pertaining to the Property, for the administration of the Association, for the establishment of a maintenance of street lighting and signage, for payment of taxes and insurance on all Common Property and for such other purposes as are set forth or permitted in this Declaration, the Articles of Incorporation or Bylaws.

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- 7.3** In addition to the annual and special assessments authorized above, the association may levy and any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement on the Common Property. Any special assessment must be approved by a majority of each Class of members who are voting in person or by proxy at a meeting duly called for such purpose. The right of assessment for annual and special assessments authorized herein shall be equal and uniform for all Lots.
- 7.4** The annual assessments authorized herein shall commence upon substantial completion of the roads and utilities serving a Lot. The Board of Directors of the Association shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of the due date thereof, and shall fix the dates such amounts become due. Notice of the annual assessments shall be mailed to every Owner subject thereto.
- 7.5** Notwithstanding any provision to the contrary herein, Declarant, for any Lots which it owns, shall not be liable for assessments either annual or special, so long as it funds any deficit in the operating expenses of the Association. Provided further, in its sole discretion, Declarant may at any time commence paying assessments as to Lots owned by it and thereby automatically terminate its obligation to fund any deficit in the operating expenses of the Association.
- 7.6** The Association shall, on demand and for a reasonable charge, furnish to the Owner liable for any assessment a certificate in writing, signed by an officer of the Association, setting forth whether the assessments against a specific Lot have been paid, and if not, the amounts owed therefore.
- 7.7** Any assessment not paid within thirty (30) days after the due date shall be deemed in default, shall bear interest from the due date at the highest rate allowed by law. The assessment plus interest, a late fee not to exceed Twenty Dollars and No/100's (\$20.00) for each assessment not

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paid within fifteen (15) days after the due date and reasonable attorney's fees at the trial and appellate level shall become a continuing lien against the Lot. The Association may bring an action at law against the Owner personally obligated to pay same, or may foreclose the lien against the Lot as provided herein. The Association shall have the right to record a Claim of Lien in the Public Records of St. Johns County, Florida, giving notice to all persons that the Association is asserting a lien upon the Lot. Said Claim of Lien shall state the description of the Lot, name of the record Owner thereof, the amount due and the due date thereof. Such Claim of Lien shall be signed and verified by an officer of the Association and shall continue in effect until all sums secured by same have been fully paid. Upon full payment of the total amount due, the party making payment shall be entitled to a recordable Satisfaction of Lien. No Owner may waive or escape liability for the assessments provided for herein by abandonment of his Lot.

- 7.8** The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any Lot shall not affect the assessment lien. However, the sale or transfer of any Lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.
- 7.9** Upon the initial conveyance of title to a Dwelling Unit or lot from the Declarant to an Owner, such Owner shall pay the Declarant, in addition to any other sums required, a capital contribution equal to two (2) months' installment of the then current Association Assessment. The Capital Contribution shall be held by the Declarant on behalf of the Association and may be used to pay start-up expenses, insurance premiums, utility deposits and delinquent assessments, and to meet unforeseen expenditures or to acquire additional equipment or services. The Capital Contribution Fund may or may not earn interest as Declarant

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shall determine.

#### **ARTICLE VIII**

##### **EASEMENTS**

- 8.1** For so long as Declarant is a Class B member, Declarant reserves the right without further consent from any other Lot Owners to grant to any public utility company, municipality or other governmental unit, water or sewage company or cable television company an easement over all easements shown on any plat of the Property, and also, in a ten foot (10') strip of land located within the lot and parallel along and adjacent to all front lot lines for all purposes, including but not limited to the right to erect and lay or cause to be erected or laid, constructed, maintained, removed or repaired all light poles, wires, water and gas pipes and conduits, catch basins, cable TV lines, surface drains, sewage lines and such other customary or usual appurtenances as may, from time to time, in the opinion of Declarant or any utility company or governmental authority, be deemed necessary or advisable. Any purchaser by accepting a deed to any Lot does thereby waive any claim for damages against Declarant, their successors or assigns incurred by the construction, maintenance and repair of said utilities, or on account of temporary or other inconvenience caused thereby.
- 8.2** To create a visual and noise buffer to the adjacent residents of Surfwood and Anastasia subdivisions a 10'-0" natural vegetation easement has been placed on these Lots abutting these subdivisions. The land will be deeded to each Lot Owner, however, the land must remain in its natural state with the following exceptions.
- a) If the area is void of plant material, the Owner, Developer or other parties may plant vegetation within this 10'-0" area to provide additional screening to adjacent lot owners.
  - b) If the Owner of a Lot and or the Declarant desires to construct a 6'-0" high privacy/masonry wall on the property line, he may do so subject to paragraph 4.4 above. The remainder of the 10'-0"

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buffer area will stay in its natural state and as much care as feasible will be done while constructing this privacy wall not to destroy the natural vegetation in the buffer easement.

- c) Along SR-3/A1A, the 10'-0" buffer area will remain however the 6'-0" screen/masonry wall will be allowed to be constructed within this area if desired by the Declarant and the Association.

## ARTICLE IX

### GENERAL PROVISIONS

- 9.1 The Association, or any Lot Owner or the Declarant, for so long as it is a Class "B" member, shall have the right but no obligation to enforce these restrictions, by proceedings at law in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. The prevailing party in any such action shall be entitled to recover reasonable attorney's fees and court costs at all levels of the proceeding.
- 9.2 Invalidation of any one of the covenants or restrictions contained in this Declaration by judgment or court order shall not affect any of the other provisions hereof, which shall remain in full force and effect.
- 9.3 Any failure of the Declarant, the Association or Lot Owners, their successors or assigns to enforce any covenants or restrictions contained herein, shall in no event, be deemed a waiver of the right to do so thereafter.
- 9.4 The Declarant reserves and shall have the sole right (a) to amend these covenants and restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein, (b) to release any Lot from any part of this Declaration which has been violated (including violations of building restriction lines) if the Declarant, in its sole judgment, determine such violations to be minor or insubstantial; provided, however, that authority to release such violations shall arise only upon substantial completion of the building upon each Lot, and (c) to comply with any requirement of any mortgagee or any governmental

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agency or similar entity having jurisdiction over the Property.

- 9.5** In addition to the rights of the Declarant provided for in Section 9.4 hereof, the Association, with the consent of seventy-five percent (75%) of each class of votes entitled to be cast in accordance with this Declaration, may amend or alter this Declaration or any part thereof.
- 9.6** In the event of any conflict among this Declaration, the Articles of Incorporation or Bylaws, the provisions of this Declaration shall prevail.
- 9.7** All rights reserved herein to the Declarant shall be fully assignable and transferable.
- 9.8** These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming through, by or under them until December 31, 2029. After said date, said covenants shall be automatically extended for successive periods of ten (10) years, unless terminated by the recording of an instrument executed by ninety percent (90%) of the then Owners of the Lots.
- 9.9** Notwithstanding expiration or sooner termination of this Declaration, the Association shall, at its cost and expense, maintain and repair in perpetuity all common areas within the Common Property or Common Roads, including but not limited to roads, streets and stormwater management systems.

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IN WITNESS WHEREOF, the undersigned Declarant have affixed their hand  
and seal on this 17<sup>th</sup> day of August, 1999.

Signed, sealed and delivered  
in the presence of:

Eagles Crest West, Inc.,  
a Florida Corporation  
By: Eagles Crest West, Inc

[Signature]  
Witness Vincent Viscomi  
(type or print name)

By: [Signature]  
Vincent Viscomi  
Its President  
27 S. Orchard Street-Suite B  
Ormond Beach, FL 32174

[Signature]  
Witness Jack Paskov  
(type or print name)

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this 17<sup>th</sup> day  
of August, 1999 by Vincent Viscomi as President of Eagles Crest  
West, Inc. a Florida Corporation, on behalf of the partnership, who (X)  
is personally known to me or (  ) has produced FL driver's license  
#                      or (  )                       
as identification.

[Signature]  
Notary Public  
MARTHA E. TRIBOLETTI  
COMMISSION # CC 568033  
EXPIRES JUN 26, 2000  
BONDED THRU  
ATLANTIC BONDING CO., INC.  
(Name of notary, typed or  
printed)

My Commission Expires: 6/26/2000

My Commission number: CC 568033



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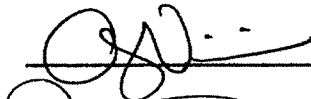
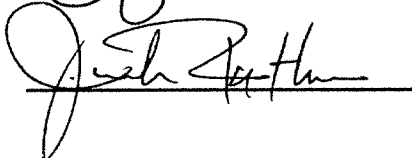
**FOR GOOD AND VALUABLE CONSIDERATION**, the receipt whereof is hereby acknowledged, Seagate Woods Homeowners' Association Inc., a Florida corporation not for profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed by it by the provisions of this Declaration and Exhibits attached hereto.

**IN WITNESS WHEREOF**, the above described corporation, a Florida corporation not for profit, has caused these presents to be signed by its President and attested by its Secretary this 17<sup>th</sup> day of August, 1999.

**Signed, Sealed and Delivered**

**SEAGATE WOODS HOMEOWNERS' ASSOCIATION, INC.**

**Signed in the presence of:**

By:

  
**Vincent Viscomi, President**

Attest:

  
**Nancy Brenner, Secretary**

**STATE OF FLORIDA  
COUNTY OF VOLUSIA**

The Foregoing Instrument was acknowledged before me on the 17<sup>th</sup> day of August, 1999, by Vincent Viscomi and Nancy Brenner, President and Secretary respectively of Seagate Woods Homeowners' Association, Inc., on behalf of and as the act and deed of the corporation. Vincent Viscomi and Nancy Brenner are personally known to me and they did not take an oath.

My commission expires: 6/26/2000

  
Notary Public

 **MARTHA E. TRIBOLETTI**  
**COMMISSION # CC 588033**  
**EXPIRES JUN 26, 2000**  
**BONDED THRU**  
**ATLANTIC BONDING CO., INC.**

Public Records of  
St. Johns County, FL  
Clerk# 00-030656  
O.R. 1512 PG 484  
11:03AM 07/19/2000  
REC \$5.00 SUR \$1.00

Prepared by and return to:  
Donald J. Seps, Esquire  
Chiumento & Emery, P.A.  
Attorneys at Law  
4 Old Kings Road  
Palm Coast, Florida 32137

### ASSIGNMENT OF DECLARANT'S RIGHTS

**THE UNDERSIGNED, EAGLES CREST WEST, INC.,** a Florida Corporation, whose address is 27 South Orchard Street, Ormond Beach, Florida 32174, in consideration of the sum of TEN dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain and set over their assignment unto **LIONS GATE DEVELOPMENT, INC.,** a Florida Corporation, whose address is 27 South Orchard Street, Ormond Beach, Florida 32174, of all Declarant's rights, interest and obligations, pursuant to and reserved under that particular Declaration of Restrictive Covenants and Easements dated the 15<sup>th</sup> day of July, 1999, and recorded in Official Records Book 1438 at Page 1572 of the Public Records of St. Johns County, Florida.

IN WITNESS WHEREOF, this assignment has been executed as of the 16<sup>th</sup> day of JUNE, 2000.

Signed, Sealed  
In the presence of:

Tom H Padgett  
[Signature]  
Print Name

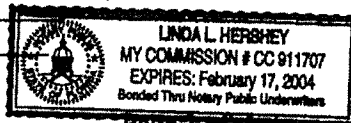
EAGLES CREST WEST INC.,  
a Florida Corporation

By: [Signature]  
Vincent Viscomi, President

STATE OF FLORIDA ]  
COUNTY OF VOLUSIA ]

The foregoing was acknowledged before me this 16<sup>th</sup> day of JUNE, 2000, by Vincent Viscomi, as President of Eagles Crest West, Inc., a Florida Corporation. Declarant ☒ is personally known to me, or ☐ produced a driver's license as identification, and did not take an oath.

Linda L Hershey  
Notary Public,  
Printed Name: LINDA L. HERSHEY  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



Page 1 of 1

Public Records of  
St. Johns County, FL  
Clerk# 04-055862  
O.R. 2247 PG 1404  
07:30AM 07/23/2004  
REC \$17.00 SUR \$18.50

(4)  
8675  
This Instrument Prepared By:  
Stephen A. Faustini  
Upchurch, Bailey and Upchurch, P.A.  
Post Office Drawer 3007  
St. Augustine, Florida 32085-3007  
FN: 2-03-555  
In: →  
RET

**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR  
LIONS GATE OF ST. AUGUSTINE F/K/A SEAGATE WOODS**

THIS FIRST AMENDMENT to the Declaration of Covenants and Restrictions for Lions Gate of St. Augustine ("Lions Gate") f/k/a Seagate Woods is made this 30<sup>th</sup> day of June, 2004, by the Lions Gate Homeowners Association of St. Augustine, Inc. (the "Association").

**WITNESSETH:**

**WHEREAS**, the developer of Lions Gate heretofore executed a Declaration of Covenants and Restrictions for Seagate Woods dated July 16, 1999, and recorded in Official Records Book 1438, Page 1572 of the public records of St. Johns County, Florida ("the Declaration"); and

**WHEREAS**, the Association desires to amend the Declaration to provide that the Association may impose a fine for violation of the governing documents of Lions Gate or the rules and regulations of the Association as provided by Section 720.305, Florida Statutes (2003); and

**WHEREAS**, pursuant to Section 9.5 of the Declaration the Association has the power to amend the Declaration with the consent of 75% of each class of votes entitled to be cast; and

**WHEREAS**, the following amendment was approved by the requisite number of votes;

**NOW, THEREFORE**, the Association hereby amends the Declaration as follows:

Page 1 of 4

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1. Section 2.1(b) of the Declaration is hereby amended as follows:

**2.1(b)** The right of the Association to suspend the voting rights and right to use of the recreational facilities located on the Common Property by an Owner for any period during which any Assessment against his Lot remains unpaid; and for a period, not to exceed sixty (60) days, for any infraction of its published rules and regulations. In no event may the Association deny an Owner the use of the entrance areas or public or private roads or cul-de sacs, if any, so as to prohibit ingress and egress to his Lot. In addition, should an Owner violate the Association's governing documents or any of its published rules and regulations, the Association may levy fines against that Owner in an amount up to \$50 per violation, per day, to a maximum of \$500 per violation.

2. In all other respects, the Declaration remains unmodified and in full force and effect.

IN WITNESS WHEREOF, the Association has caused these presents to be signed this 30<sup>th</sup> day of June, 2004.

Signed, sealed and delivered in the presence of

LIONS GATE HOMEOWNERS  
ASSOCIATION OF ST. AUGUSTINE,  
INC.

Jean Cline  
Witness: Jean Cline  
(type or print name)

By: Mel Magill  
Mel Magill  
Its President

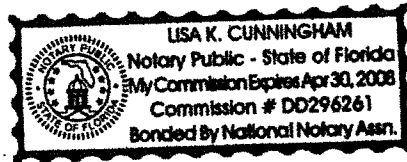
Cathy Baradsky  
Witness: Cathy Baradsky  
(type or print name)

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STATE OF FLORIDA  
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this 30<sup>th</sup> day of June, 2004, by Mel Magill, as President of Lions Gate Homeowners Association of St. Augustine, Inc., who (    ) is personally known to me or (   ✓   ) has produced Florida driver's license number FL D/L M 240-616-32-255 -0 as identification.

Lisa K. Cunningham  
Notary Public



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CERTIFICATE OF APPROVAL

The undersigned, being the Secretary of the Lions Gate Homeowners Association of St. Augustine, Inc., f/k/a Seagate Woods Homeowners' Association, Inc., hereby certifies that the foregoing amendment to the Declaration of Covenants and Restrictions for Lions Gate of St. Augustine f/k/a Seagate Woods, was approved by the Association at a meeting of the board of directors held Dec. 11, 2003, 2004.

Dated: June 28, 2004, 2004.

LIONS GATE HOMEOWNERS  
ASSOCIATION OF ST. AUGUSTINE,  
INC.

By: Susan Graham  
Print Name: SUSAN GRAHAM  
Its Secretary