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This Instrument Prepared By:  
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FW. 694207

2000 9/3/12.00

DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR SEAGATE NORTH

THIS DECLARATION, made as of the date hereinafter set forth,  
by GVA SEAGATE PARTNERS, a Florida General Partnership, hereinafter  
referred to as "Declarant".

W I T N E S S E T H:

WHEREAS, Declarant is the owner of the following described  
real property, situated, lying and being, in 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 St. Johns  
County, Florida, to wit:

All the land described and contained in the Plat of  
Seagate North Subdivision, according to Plat thereof  
recorded in Map Book 28, Pages 11 through 12, public  
records of St. Johns County, Florida.

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 North 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. 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 GVA Seagate Partners, a Florida General Partnership, 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 North.

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 and any additional contiguous Property made subject to this Declaration.

1.13 "PSD" shall mean and refer to the Planned Special Development zoning approved for the Property by St. Johns County, as amended from time to time.

## 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 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 record, 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 Declarant may reserve certain rights 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 the 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 (a) 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. 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 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 redesignate, 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 redesignation, relocation or closure. In such event, the foregoing easement over the Common Road shall terminate and the Association shall reconvey 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 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.

At such time as the Declarant ceases 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 adapt, 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, parking and building additions, alterations, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, exterior lighting scheme ("Proposed Improvement") the construction or



placement of which is proposed upon any Lot or 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 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 therefor, if any, then the Owner shall, upon demand, cause the Proposed Improvement to be restored to comply with the original plans and specifications, or the 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.

#### ARTICLE IV

##### USE RESTRICTIONS

4.1 Unless specified otherwise in the PSD, 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 one (1) enclosed attached garage. All garages, utility rooms, porches and screened-in areas shall be in addition to the minimum 1,200 square feet of living area and not considered a part hereof. All yards, except for areas approved to be paved, shall be sodded and landscaped 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.

4.2 No part of any structure, including the garage, shall be constructed on any Lot within twenty feet (20') of the front property line, ten feet (10') of the rear property line and five feet (5') of any side property line. All setbacks shall be measured from the wall of the structure to the property line. 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 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.

4.3 No part of any structure located within the amenity area, shown as Parcel E on the plat of Seagate North 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 In addition to the above setback requirements, no part of any structure, including the garage, or any accessory use, shall be located within ten feet (10') of the south property line of Lots 1, 26, 35 and 36, Seagate North Unit I. Provided, eaves and cornices of any structure may project beyond the setbacks established herein.

4.5 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.

4.6 No wheeled vehicles of any kind, including 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 wheeled vehicles 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.

4.7 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.

4.8 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.

4.9 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.

4.10 Subject to the provisions of 4.2, no Lot or Lots shall be resubdivided.

4.11 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.

4.12 No structure 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.

4.13 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.

4.14 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.

4.15 In the event any owner fails to maintain his Lot in the manner required by 4.13 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 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.

4.16 No satellite dishes or television antennas shall be installed unless same are screened from view on all sides. No television antennas or satellite dishes may be installed until the

location and screening has been approved by the Committee in accordance with Article III.

4.17 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.

4.18 The Committee may require any Owner who violates 4.13 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.

4.19 No window air conditioning units may be placed in any window of the residence which is visible from the street.

4.20 If the Declarant elects not to install a mail sub-station within the Property, all mailboxes shall be uniform, designed and constructed in accordance with specifications promulgated by the Committee.

4.21 No wells or irrigation pumps shall be installed on any Lot. Water for irrigation of lawns and landscaping shall be supplied by a central irrigation system to be installed by the Declarant and operated and maintained by the Association. Water for all other purposes, including swimming pools, shall be supplied by a central water system operated by St. Johns County.

4.22 All sewage shall be disposed of through a central system operated by St. Johns County and owned and maintained by the Association.

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 six (6) 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 "A" membership equal the total votes outstanding in the Class "B" membership; (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 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 By-Laws.

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 the Common Property, including but not limited to any mitigation and jurisdictional wetlands shown as a separate tract on any plat of the Property, the surface and stormwater management systems serving the Property, amenity area, central irrigation system, entrance/gate house, the perimeter wall adjoining Highway A-1-A, all sewer lines, the Common Roads and all improvements located within the right-of-way of the Common Roads or on Common Property.

6.5 The Association shall also repair all damage to common structures, paved areas, drainage structures, lakes, retention ponds, lawns and landscaping due to repairs to or the unforeseen rupture of water mains or lines owned or maintained by



St. Johns County.

6.6 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.

6.7 ~~The Association may exercise any of the rights and privileges expressly granted in this Declaration, the Articles and By-Laws, the laws governing not-for-profit corporations, and every other right and privilege reasonably to be implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate any right or 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 his 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 attorneys' fees shall also be the personal obligation of the person or persons who owned the Lot at the time the 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, repair and reserve account, for the installing and 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 By-laws.

7.3 In addition to the annual and special assessments authorized above, the Association may levy in 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 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.

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 and to a ten foot (10') strip of land located along and adjacent to all front lot lines for all purposes including 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.

ARTICLE IX

GENERAL PROVISIONS

9.1 The Association or any Owner and 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 or 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 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 about this Declaration, the Articles of Incorporation or By-Laws, the provisions of this Declaration shall control.

9.7           All rights reserved herein to the Declarant shall be fully assignable and transferrable.

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, 2024. 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.

IN WITNESS WHEREOF, the undersigned Declarant have affixed their hand and seal on this 30 day of August, 1994.

Signed, sealed and delivered in the presence of:

GVA SEAGATE PARTNERS, a Florida General Partnership

By: GVA INC., a Florida corporation  
Its General Partner

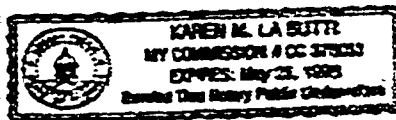
Nancy A. Brenner  
Witness Nancy A. Brenner  
(type or print name)

Marge Koshik  
Witness Marge Koshik  
(type or print name)

By: John Gazzoli  
JOHN GAZZOLI  
Its President  
25 Old Kings Road North  
Suite 4-B  
Palm Coast, Florida 32137

STATE OF FLORIDA  
COUNTY OF St. Johns

THE FOREGOING instrument was acknowledged before me this 30 day of August, 1994, by John Gazzoli as President of GVA, Inc., a Florida corporation as General Partner of GVA Seagate Partners, a Florida General Partnership, on behalf of the partnership, who (X) is personally known to me or ( ) has produced FL driver's license # \_\_\_\_\_ or ( ) \_\_\_\_\_ as identification.



Karen M. LaButti  
Notary Public  
Karen M. LaButti  
(Name of notary, typed or printed)  
My commission expires: 5-23-98  
My commission number: CC 375053  
o:\sl\seagate.doc

CONSENT OF MORTGAGEE

Ponce de Leon Villas, Inc., a Florida corporation, the owner and holder of a first mortgage upon a portion of the real property described in the foregoing Declaration of Covenants and Restrictions for Seagate North, which mortgage is dated April 7, 1994, and recorded in Official Records Book 1047, Pages 1103 through 1111, of the public records of St. Johns County, Florida, (the "Mortgage") hereby agrees to the filing of said Declaration of Covenants and Restrictions for Seagate North, as covenants running with the land and to the subordination of the lien of the Mortgage to the terms of the aforesaid Declaration of Covenants and Restrictions.

DATED this 19th day of September, 1994.

Signed, sealed and delivered in the presence of:

ARRE E. KATLON  
Witness ARRE E. KATLON  
(type or print name)

LISA J. HODGE  
Witness LISA J. HODGE  
(type or print name)

PONCE DE LEON VILLAS, INC.

ARRE E. KATLON  
By: ARRE E. KATLON  
Title: President  
Address: 305 NE 15th St.  
Gainesville, FL 32601

STATE OF FLORIDA  
COUNTY OF ALACHUA

THE FOREGOING instrument was acknowledged before me this 19th day of September, 1994, by ARRE E. KATLON as President of Ponce de Leon Villas, Inc., on behalf of the corporation, who did not take and who is personally known to me or has produced N/A as identification.

ARRE E. KATLON  
Notary Public  
ARRE E. KATLON  
(name of notary, typed/printed)  
My commission number  
My commission expires

