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O.R. 828 PG 1786

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR SEYCHELLES

This Declaration made this 7th day of August, 1989,
by SEYCHELLES DEVELOPMENT COMPANY, INC., a Florida corporation,
for itself, its successors and assigns, hereinafter called "De-
clarant".

WITNESSETH:

WHEREAS, Declarant is the owner of the real property de-
scribed in Article II hereof and desires to provide for the crea-
tion thereon of an exclusive residential community of single fami-
ly lots; and

WHEREAS, Declarant desires to provide for the preservation
of the values and amenities in said community and to create an
agency to which shall be delegated and assigned the powers of ad-
ministering and enforcing these covenants, conditions and restric-
tions, and collecting and disbursing the assessments and charges
hereinafter imposed and created; and

WHEREAS, Declarant has incorporated Seychelles Homeowners
Association, Inc. as a non-profit corporation under the laws of
the State of Florida for the purpose of exercising the aforesaid
powers and functions;

NOW, THEREFORE, Declarant declares that the real property
described in Article II hereof is and shall be held, transferred,
sold, conveyed and occupied subject to the covenants, conditions,
restrictions, easements, liens and charges herein set forth:

ARTICLE I

DEFINITIONS

Section 1. The following terms when used in this Declara-
tion or any supplement thereto shall have the following meanings:

- (a) "Association" also known as "Homeowners Association",
shall mean and refer to Seychelles Homeowners Associa-
tion, Inc., a Florida corporation not for profit.
- (b) "Architectural Committee" shall mean and refer to the
Architectural Committee described in Article VII here-
of.
- (c) "Seychelles" shall refer to and be the name of The Prop-
erties.
- (d) "Common Facilities" shall refer to all portions of the
Plat except the numbered lots.

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- (e) "Governing Documents" shall mean and refer to this Declaration and the Articles of Incorporation, By-Laws, and Rules and Regulations of the Association.
- (f) "Lot" shall mean one of the numbered parcels of land into which The Properties have been subdivided according to the Plat and upon which a single family residence is intended to be constructed.
- (g) "Member" shall mean and refer to each of those Owners who are members of the Association as provided in Article IV, Section 1 hereof.
- (h) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot, but shall not mean or include a mortgagee unless or until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (i) "Plat" shall mean and refer to Seychelles.
- (j) "The Properties" shall mean and refer to all real property which is subject to this Declaration.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The real property which is and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in St. Johns County, Florida and is more particularly described as:

SEYCHELLES REPLAT, according to plat thereof recorded in Map Book 22, Pages 66 through 68 inclusive, of the Public Records of St. Johns County, Florida.

ARTICLE III

DESCRIPTION OF DEVELOPMENT

The Properties have been subdivided into Lots, and each Lot shall be developed solely for single family residential purposes. No building other than one single family residence shall be erected, placed, altered or permitted to remain on any Lot. All improvements constructed or placed upon a Lot must comply with Articles VII and IX hereof.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. MEMBERSHIP. Declarant and every person or entity who is a record owner of a fee or an undivided fee interest in any lot shall be a member of the Association; however, any such person or entity who holds such interest solely as security for the performance of an obligation shall not be a member.

Section 2. VOTING RIGHTS. The Association shall have two classes of voting membership, viz:

Class A. Class A Members shall be all Owners as defined in Section 1 except Declarant. Class A Members shall be entitled to one vote for each Lot in which they hold the interest required for membership by Section 1. When more than one person or entity holds such interest or interests in any Lot, all such persons or entities shall be Members, and the vote for such Lot shall be exercised as provided in the By-Laws; however, in no event shall more than one vote be exercised with respect to any one Lot.

Class B. The Class B Member shall be the Declarant. The Class B member shall be entitled to a number of votes equal to three times the number of Class A votes plus one; provided that the Class B membership shall be converted to Class A membership on the happening of whichever of the following events occurs first:

(a) Ninety (90) days after seventy-five percent (75%) of the Lots have been sold and conveyed.

(b) Upon voluntary conversion by the Declarant.

From and after the happening of such event, the Class B member shall become a Class A member entitled to one vote for each Lot in which it holds the interest for membership required by Section 1.

Section 3. DISSOLUTION. In the event of a dissolution of the Association for whatever reason, any Owner may petition the Circuit Court for the Seventh Judicial Circuit of Florida for the appointment of a receiver to manage the affairs of the dissolved Association, and to make such provisions as may be necessary for the continued management of the affairs of the Association and The Properties.

ARTICLE V

FUNCTIONS OF THE ASSOCIATION

Section 1. ENFORCE DECLARATION. The Association shall be empowered and shall

(a) Take any and all actions necessary to enforce all of the covenants, conditions and restrictions set forth in this Declaration and any other instrument by which The Properties are bound; and

(b) Perform any and all of the functions and services delegated to the Association in this Declaration and the Articles of Incorporation and By-Laws of the Association, including but not limited to, the maintenance of the Common Facilities.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. CREATION OF LIEN AND PERSONAL OBLIGATION. All Lots shall be subject to the following covenants and each Owner of any Lot, by accepting a deed therefor, whether or not it shall be so expressed in any such deed, shall be deemed to covenant and agree to pay to the Association all annual assessments and any special assessments as may be fixed and established from time to time as herein provided. The annual and special assessments, together with interest thereon, late charges and costs of collection as herein provided, shall be a charge on the land and a continuing lien upon the Lot against which each such assessment is made, and shall also be the personal obligation of the Owner of the Lot at the time the assessment became due. All liens created by this Declaration may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages on real property, and all costs of such foreclosure, including reasonable attorneys' fees of the Association, shall be secured by such lien.

Section 2. PURPOSE OF ASSESSMENTS. The assessments levied by the Association shall be for the purposes of maintaining the Common Facilities and promoting the recreation, health, safety and welfare of the Owners and other residents of The Properties.

Section 3. DETERMINATION AND ALLOCATION. The Board of Directors of the Association shall determine the total annual assessment and the amount of any special assessment to pay for any expenditure of an emergency or other non-recurring nature affecting The Properties. The total assessment shall be divided by the number of Lots and the resulting figure shall be the assessment for each Lot.

Section 4. SPECIAL INDIVIDUAL ASSESSMENTS. The Association may impose a special assessment upon any Owner whose use, treatment or maintenance of the Lot or the improvements thereon, including landscaping, violates the restrictions imposed by this Declaration. Such assessment may be enforced in the manner herein provided for other assessments.

Section 5. DUE DATES OF ASSESSMENTS. The annual assessments shall be due and payable in quarter-annual installments on the first day of the months of January, April, July and October and shall commence on the first day of the quarter following the first conveyance of a Lot by the Declarant. The due dates of each special assessment shall be fixed in the resolution authorizing such assessment.

Section 6. DUTIES OF THE BOARD OF DIRECTORS. The Board of Directors shall (i) prepare and maintain a roster of Owners, Lots and the assessments applicable thereto which shall be open to inspection by any Owner; (ii) give written notice of each assessment to every Owner subject thereto; and (iii) furnish any Owner upon demand a certificate in writing signed by an officer of the Association setting forth whether any assessment for which such Owner is liable has been paid.

Section 7. ENFORCEMENT. If any assessment is not paid within ten (10) days of the due date, then such assessment shall become delinquent and, together with interest thereon and the costs of collection, shall become a continuing lien on the real property. The Association may record a notice of lien for any delinquent assessment in the public record at any time and shall record the notice of lien if the assessment remains delinquent for ninety (90) days. Upon recording, the lien shall secure the amount of delinquency stated therein and all unpaid assessments thereafter until satisfied of record. The lien shall not be valid against subsequent bona fide purchasers for value of a Lot unless so recorded. The personal obligation of an Owner to pay such assessment shall not pass to his successors in title unless expressly assumed by them.

Section 8. INTEREST AND COSTS. Each delinquent assessment shall include an additional charge of \$25.00 per month or any portion thereof in which it is not paid to compensate the Association for the loss of use of the assessment and the costs of collection. In the event the Association brings an action against the Owner personally obligated to pay the assessment or to foreclose the lien against the property, and a judgment is obtained, such judgment shall include the charges provided by this Section together with the costs of the action and reasonable attorney's fees.

Section 9. SUBORDINATION. The lien for assessments created hereby is subordinate to the lien of any mortgage to an institutional lender or other lender approved by the Association now or hereafter placed upon a Lot and recorded prior to the recordation of any notice of lien as provided by Section 8 above affecting such Lot. Such subordination shall apply only to assessments which have become due and payable prior to a sale or transfer of title pursuant to a decree of foreclosure or any proceeding in lieu of foreclosure. Such sale or transfer shall not relieve the property from liability for any assessments thereafter becoming

due nor from the lien of such subsequent assessments. In the event any institutional lender, or any other lender approved by the Association, holding a mortgage shall acquire title to any Lot by virtue of any foreclosure, deed in lieu of foreclosure, or judicial sale, such mortgagee shall only be liable and obligated for assessments as shall accrue and become due and payable for the Lot subsequent to the date of acquisition of such title, and shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title. Upon request, any mortgagee shall be entitled to written notification by the Association of any default in the performance of an Owner's obligations hereunder which is not cured within sixty (60) days.

Section 10. CURING DEFAULTS. Upon the payment of (i) all delinquent assessments specified in the notice of lien, (ii) all other assessments which have become due and payable, (iii) the charges payable pursuant to Section 8 above, (iv) reasonable attorney's fees incurred by the Association, and (v) a satisfaction fee of \$25.00, the Association will execute and record a release of such notice of lien.

Section 11. CUMULATIVE REMEDIES. The assessment lien and the right to foreclose such lien shall be in addition to and not in substitution for all other rights and remedies which the Association may have hereunder and by law.

ARTICLE VII

CONSTRUCTION AND ARCHITECTURAL COMMITTEE

Section 1. ARCHITECTURAL COMMITTEE. The Architectural Committee shall consist of one or more persons appointed by the Declarant or its specifically approved successors or assigns. The purchaser of all or a portion of The Properties from the Declarant shall not be a successor or assign of Declarant automatically for the purposes of this Article VII. However, in the event any institutional lender, or other lender approved by the Association, acquires title, by virtue of any foreclosure, deed in lieu of foreclosure, or judicial sale, to all or substantially all of the Lots owned by Declarant, then said lender shall be deemed, as to all such Lots, to be a successor or assign of Declarant for the purposes of this Article VII.

Section 2. REVIEW BY ARCHITECTURAL COMMITTEE. No building, wall, fence, hedge or other landscape improvement shall be commenced, erected, placed, replaced or maintained upon The Properties, nor shall any exterior addition to or change or alteration therein be made until the complete plans and specifications therefor have been submitted to and approved in writing by the Architectural Committee as to harmony of design and location in relation to surrounding structures and topography. No clearing of trees, bulldozing or excavation shall be commenced until the plans and specifications therefor showing the nature, kind, shape

and location of the work and the grading plans have been submitted to and approved in writing by the Architectural Committee.

Section 3. DECLARANT'S EXCEPTION. No residence erected by Declarant shall be subject to approval by the Architectural Committee.

Section 4. DISCRETION OF ARCHITECTURAL COMMITTEE. The Architectural Committee shall have the right to disapprove plans and specifications which are not suitable or desirable for aesthetic or any other reasons; however, its approval shall not be withheld unreasonably. It shall have the right to establish building lines for each Lot necessary to conform to the general plan of development. Should the Architectural Committee fail to approve or disapprove of any submission by the Owner of any Lot within thirty (30) days after request in writing, then such approval shall not be required; however, no building or other structure shall be erected or allowed to remain on any land covered hereby which violates any of the covenants and restrictions of this Declaration.

ARTICLE VIII

MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of The Properties, the transfer of Lots by any Owner other than the Declarant shall be subject to the following provisions as long as the improvements exist in useful condition upon the land, which provisions each Owner covenants to observe:

Section 1. TRANSFERS ARE SUBJECT TO APPROVAL. All transfers are subject to the approval by the Association as follows:

(a) Sale or Lease. No Owner may dispose of a Lot or any interest in a Lot by sale or lease without the approval of the Association.

(b) Gift, devise or inheritance; other transfers. If any Owner shall acquire his title by gift, devise or inheritance, or by other form of transfer than previously stated, the continuance of his ownership of his Lot shall be subject to the approval of the Association.

Section 2. APPROVAL BY ASSOCIATION. The approval of the Association required for the transfer of ownership or lease of Lots shall be obtained in the following manner:

(a) Notice to Association.

(i) Sale. An Owner intending to make a bona fide sale of his Lot or any interest in it shall give to the Association notice of such intention by submitting an "Application for

Membership of Proposed New Owner" along with a copy of the contract for sale or as may otherwise be prescribed by the Association from time to time.

(ii) Lease. An Owner intending to make a bona fide lease of his Lot or any interest in it shall give to the Association notice of such intention together with the name and address of the intended lessee, and such other information concerning the intended lessee as the Association may reasonably require.

(iii) Gift, devise or inheritance and other transfers. An Owner who has obtained his title by gift, devise or inheritance or by any other manner not previously described shall give to the Association notice of the acquiring of his title, together with such information concerning the Owner as the Association may reasonably require and a certified copy of the instrument evidencing the Owner's title.

(iv) Failure to give notice. If the above required notice to the Association is not given, then within 30 days after receiving knowledge of a transaction or event transferring ownership or possession of a Lot, the Association, at its election and without notice, may approve or disapprove the transfer of ownership. If the Association disapproves the transfer of ownership, the Association shall proceed as if it has received the required notice on the date of such disapproval.

(b) Certificate of approval.

(i) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association and recorded in the Public Records with the instruments of conveyance at the expense of the Owner.

(ii) Lease. If the proposed transaction is a lease, then within five (5) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction.

(iii) Gift, devise or inheritance; other transfers. If the Owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the Owner's ownership of his Lot. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association and recorded in the Public Records at the expense of the Owner.

(c) Approval of corporate owner, purchaser or lessee. Inasmuch as the Lots may be used only for residential purposes and a corporation cannot occupy a residence for such use, if the owner, purchaser or lessee of a Lot is a corporation, the approval of ownership or lease by the corporation may be conditioned by requiring that all persons occupying the residence be approved by the Association.

Section 3. DISAPPROVAL BY ASSOCIATION. If the Association shall disapprove a transfer of ownership or lease of a Lot, the matter shall be disposed in the following manner:

(a) Sale. If the proposed transaction is a sale and if the notice of sale given by the Owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by registered mail to the Owner an agreement to purchase the Lot concerned by a purchaser approved by the Association who will purchase and to whom the Owner must sell the Lot upon the following terms:

(i) At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, whichever is less, except that the arbitrators shall be two appraisers, one appointed by the Owner and one appointed by the purchaser, and the sales price shall be an average of their appraisals of the Lot. A judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(ii) The purchase price shall be paid in cash.

(iii) The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.

(iv) A certificate of the Association executed by its President and Secretary and approving the purchaser shall be delivered to the purchaser.

(v) If the Association shall fail to provide a purchaser upon demand of the Owner in the manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

(b) Lease. If the proposed transaction is a lease, the Owner shall be advised of the disapproval in writing, and the lease shall not be made.

(c) Gifts, devise or inheritance; other transfers. If the Owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the Owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the Owners an agreement to purchase the Lot concerned by a purchaser approved by the Association who will purchase and to whom the Owner must sell the Lot upon the following terms:

(i) The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined in the same manner as a disapproval of a sale by the Association as provided above. A judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(ii) The purchase price shall be paid in cash.

(iii) The sale shall be closed within ten (10) days following the determination of the sale price.

(iv) A certificate of the Association executed by its President and Secretary and approving the purchaser shall be recorded in the Public Records at the expense of the purchaser.

(v) If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, which shall be recorded in the Public Records at the expense of the Owner.

Section 4. MORTGAGE. No owner may mortgage his Lot nor any interest in it without the approval of the Association except to a bank, life insurance company, a savings and loan association, other institutional lender, or to a vendor to secure a portion or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

Section 5. EXCEPTIONS. The foregoing provisions of this Article, entitled "Maintenance of Community Interest" shall not apply to a transfer or purchase by a bank, life insurance company, savings and loan association, other institutional lender, or

any other lender approved by the Association that acquires its title as a result of holding a mortgage upon the Lot concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company, savings and loan association, other institutional lender, or other lender approved by the Association that so acquires its title. Neither shall such provisions require the approval of the purchaser who acquires the title to a Lot at a duly advertised public sale with open bidding provided by law, such as, but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

ARTICLE IX

GENERAL COVENANTS AND RESTRICTIONS

Section 1. CONSTRUCTION. All improvements constructed on a Lot must comply with Article VII hereof and all building codes of governmental agencies having jurisdiction. Each residential structure shall have not less than 1500 square feet of air conditioned space exclusive of garages, except the residential structures built on Lots 8 and 16 shall have not less than 2000 square feet of air conditioned space exclusive of garages. Each driveway shall be of sufficient size to accommodate the off-street parking of two automobiles. When construction of a building has once commenced, work must proceed continuously and must be completed within twelve (12) months of commencement.

Section 2. TEMPORARY STRUCTURES. Temporary structures, including trailers, may be used by Declarant and builders for the purpose of construction and/or sales office; however no such temporary structure shall be used on any Lot at any time as a residence, either temporarily or permanently.

Section 3. EASEMENTS. Easements for the installation of utilities and for drainage are reserved as may be shown on the Plat or as may be created by grants of easements executed by Declarer. Within these easements, no structure, landscaping or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, change the direction of flow of drainage channels or retard or obstruct the flow of water through channels.

Section 4. WATER. No individual water supply system for domestic consumption shall be permitted on any Lot.

Section 5. SEWER. No individual sewage disposal system shall be permitted on any Lot.

Section 6. GARBAGE AND TRASH. Garbage and other waste shall be kept in sanitary containers either below ground level or suitably screened from the street and adjoining Lots. No garbage incinerators shall be permitted. Each Owner shall keep his Lot

free and clear of trash and debris. The Association shall have the right to care for vacant or unkept Lots, remove trash and debris therefrom and do any other thing and perform any labor necessary or desirable in the judgment of the Association to keep the Lot neat and in good order, and charge the cost thereof against the Owner of such Lot or Lots as a special assessment.

Section 7. SIGNS. No sign, advertising, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of The Properties by an Owner or occupant without the prior written permission of the Association, and the Association shall have the right, in its sole discretion, to prohibit or restrict and control the size, construction material, wording, location and height of all signs and may summarily remove and destroy all unauthorized signs. This Section 7 shall not apply to any sign, advertising, notice or other lettering in connection with the sale or attempted sale of any Lot acquired by any bank, life insurance company, savings and loan association or other institutional lender who acquires title to such Lot by virtue of any foreclosure, deed in lieu of foreclosure, or judicial sale.

Section 8. ANTENNA. No television or other outdoor antenna system or facility shall be erected or maintained on any Lot to which cable television service is then available except with the specific consent of the Association, which consent shall not be withheld unreasonably.

Section 9. CLOTHESLINES. All clotheslines and drying yards shall be screened from view of any street and adjoining Lot.

Section 10. NUISANCE. No nuisance or offensive activity shall be carried on upon any Lot nor shall anything be done that may be or may become an annoyance to the neighborhood.

Section 11. OUTSIDE LIGHTS. Except as may be installed initially by Declarant, no spotlights, floodlights or similar high intensity lighting shall be placed or used on any Lot which will allow light to be reflected onto any other Lot or the improvements thereon or any Common Facilities. Low intensity lighting which does not disturb the Owners or occupants of other Lots is permitted.

Section 12. SUBDIVISION. No Lot may be further subdivided after the filing of the Plat.

Section 13. VEHICLES. Owners and occupants of Lots shall not park, store or keep commercial vehicles, boats, trucks, trailers, recreation vehicles, mobile homes, buses, tractors or other vehicles other than private automobiles on any Lot unless stored or kept in a totally enclosed structure; nor shall such vehicles be parked, stored or kept on the Common Facilities. This prohibition shall also apply to private automobiles which are in a rusted, wrecked, junked, partially dismantled or inoperative condition.

tion. The term "private automobile" shall include Jeeps, Vans, Scouts, Blazers and like vehicles which are for private use. This prohibition shall not apply to commercial vehicles during periods of construction.

Section 14. PETS. All pets and animals shall be restricted to those animals generally considered as household pets such as dogs, cats or birds. All pets must be contained upon the premises of the Owner. Farm animals such as horses, cows, swine, goats and fowl, and exotic animals are prohibited. No pets or animals which constitute a nuisance to surrounding Owners shall be kept on The Properties.

Section 15. WINDOWS AND AWNINGS. No reflective materials, including but not limited to aluminum foil, reflective screens or glass, shall be installed or placed in or on any structure. No metal or rigid plastic awnings of any nature shall be permitted to be placed or installed on or attached to the outside of any residence or other structure or elsewhere on any Lot except those initially approved in accordance with Article VII hereof.

Section 16. MAINTENANCE. Each Owner shall maintain the interior and exterior of the residence including walls, roof, paint and structural components, and the fences, lawn and landscaping of the Lot in good condition and repair. In the event any residence is damaged or destroyed by fire or other casualty, it shall be restored promptly to the original condition which existed prior to the damage or destruction; however, in the event the Owner determines not to repair or restore, the Lot shall be cleared promptly of all material and debris and shall be suitably landscaped under the supervision of the Architectural Committee.

Section 17. REPLACEMENT OF IMPROVEMENTS. In the event any residence on a Lot is destroyed or removed and is to be replaced, it shall be replaced with a residence of similar size and type and within the confines of the Lot exactly as the original was located unless otherwise approved by the Architectural Committee.

ARTICLE X

ABATEMENT OF VIOLATIONS

Section 1. INTERPRETATION. Disagreements concerning violations and proper interpretation of Governing Documents shall be determined by the Board of Directors of the Association.

Section 2. FINES. In the event any person, firm or corporation subject to the Governing Documents fails to comply with them as they are interpreted by the Board of Directors of the Association, such person, firm or corporation shall be liable for a fine not to exceed \$25.00 per day for each day such violation continues which shall be assessed and collected by the Association.

Section 3. LEGAL ACTION. If the Board of Directors of the Association deems it necessary, it may bring an action at law or in equity, including an action for injunctive relief, in the name of the Association to enforce the Governing Documents. If any such action results in a judgment in favor of the Association, the Association shall be entitled to recover its costs, including reasonable attorneys' fees at all levels of litigation. The amount of any fine and all costs relating to the collection of the fine, including reasonable attorneys' fees, and the amount of any judgment shall become a special assessment.

Section 4. ENTRY AND ABATEMENT. In addition to all other remedies, violation of any conditions or restrictions in the Governing Documents shall also give the Association and its authorized agents the right to enter upon a Lot on which such violation exists and summarily abate or remove any construction or other violation which exists thereon; and the Association and its agents shall not thereby become liable in any manner for trespass, abatement or removal. All costs related to such abatement or removal shall become a special assessment.

Section 5. NO WAIVER. The failure of the Association to enforce any provision of the Governing Documents shall not constitute a waiver of its rights to do so thereafter nor shall such failure create any liability on the part of the Association.

Section 6. LOSS OF RIGHTS. Any Owner who is in violation of any provision of the Governing Documents shall automatically lose all voting rights while such violation continues and shall not be eligible to serve as an officer or director of the Association during such period of time. If such Owner is an officer or director at the time such violation occurs, he may be replaced by the action of a majority of the other members of the Board of Directors.

ARTICLE XI

DECLARANT'S USE OF THE PROPERTIES

Until Declarant has sold all of the Lots, neither the Owners nor the Association shall interfere with the business activities of the Declarant. The Declarant, or any person or business entity designated by the Declarant, may use any residence erected upon any of The Properties to which Declarant has title as a model or sales office and display signs to facilitate sales.

ARTICLE XII

RIGHT TO MODIFY OR CANCEL

The Declarant reserves or itself and its specifically designated successors and assigns, the absolute and unconditional right to alter, modify, amend, change, revoke, rescind and cancel

any or all of the restrictions contained herein provided that no such alteration, modification, amendment, rescission or cancellation shall prejudice or impair the security of any mortgage of record as to any of the Lots subject hereto. The purchaser of all or a portion of The Properties from Declarant shall not thereby become a specifically designated successor or assignee for the purposes of this Article XII.

ARTICLE XIII

ASSIGNMENT

Any or all of the rights, powers, easements and estates reserved to the Declarant may be assigned to the Association or other assignee; and any such assignee shall agree to assume the rights, powers, easements and estates by an appropriate instrument in writing. After such assignment, the Declarant shall be relieved and released of all responsibilities and liabilities hereunder.

ARTICLE XIV

GENERAL PROVISIONS

Section 1. DURATION. The covenants and restrictions of this Declaration shall run with and bind the land and all Owners and occupants thereof for a term of forty (40) years after the date of its recordation, after which time it shall be extended automatically for successive periods of five (5) years unless an instrument executed by the then Owners of three-fourths (3/4) of the Lots has been recorded amending them in whole or in part or canceling them. No such instrument shall be effective unless recorded at least ninety (90) days prior to the expiration of the initial term or any extension thereof.

Section 2. AMENDMENT. After seventy-five percent (75%) of the Lots have been conveyed by Declarer, this Declaration may be amended by an instrument executed by three-fourths (3/4) of the then Owners with the consent of Declarer; provided, however, that Article VI, Section 9, Article VII, Section 1, Article VIII, Section 5, and Article IX, Section 7 may not be amended without the written consent of each mortgagee holding a first mortgage upon a Lot in The Properties.

Section 3. NOTICE. Any notice required to be given to any owner shall be deemed to have been properly given when mailed, postpaid, by registered or certified mail, to the last known address of the person, firm or corporation appearing on the records of the Association as the Owner at the time of such mailing.

Section 4. SEVERABILITY. Invalidation of any one of the provisions of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

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IN WITNESS WHEREOF, the Declarant has duly executed this Declaration this 14th day of August, 1989.

Signed, sealed and delivered
in the presence of:

SEYCHELLES DEVELOPMENT COMPANY,
INC.

By: [Signature] President

Attest: [Signature] Secretary

(CORPORATE SEAL)

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 14th day of August, 1989, by Steven R. Fader and [Signature], President and Secretary, respectively, of SEYCHELLES DEVELOPMENT COMPANY, INC., a Florida corporation, on behalf of the corporation.

Notary Public
State of ~~Louisiana~~ FLORIDA

My Commission Expires: 6/28/92

(Notarial Seal)

HGK/pm - 7-13-89
DECLARATION-OF-COVENANT
(D3) FOLDER (SEYCH)

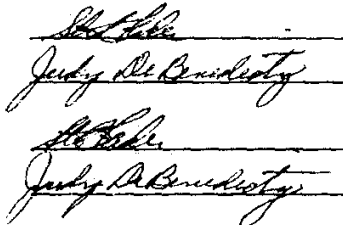
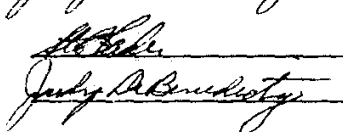
O.R. 828 PG 1802

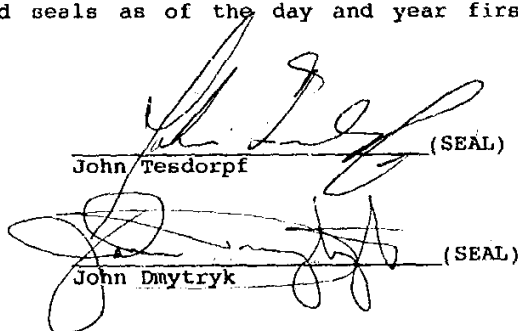
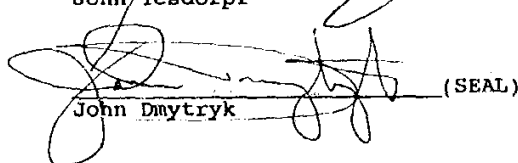
JOINDER AND CONSENT

John H. Tesdorpf, being the owner of Lot 7, and John Dmytryk, being the owner of Lot 12, both of Seychelles Replat, do hereby join in the execution of this Declaration; do hereby consent to the imposition of all of the covenants, conditions, restrictions, easements, liens and charges herein contained upon their said land with the same force and effect as though this Declaration had been executed and recorded in the public records of St. Johns County, Florida prior to the time they acquired title to their respective lots; and do hereby covenant and agree that said lots shall be held, transferred, sold, conveyed and occupied subject to all of the said covenants, conditions, restrictions, easements, liens and charges herein contained.

WITNESS our hands and seals as of the day and year first above written.

Signed and sealed in
the presence of:

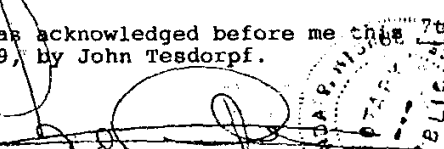

Judy R. Benidiot

Judy R. Benidiot


John Tesdorpf (SEAL)

John Dmytryk (SEAL)

STATE OF FLORIDA

COUNTY OF ~~DADE~~ ST. JOHNS

The foregoing instrument was acknowledged before me this 7th day of August, 1989, by John Tesdorpf.


Notary Public
State of Florida at Large
My commission expires: 6/19/92

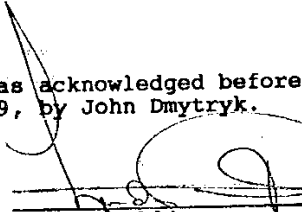
(Notary Seal)

O.R. 828 PG 1803

STATE OF FLORIDA

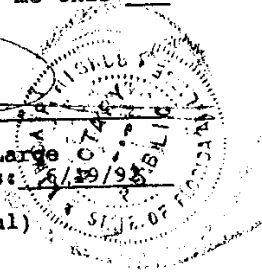
COUNTY OF ~~DUVAL~~ ST. JOHNS

The foregoing instrument was acknowledged before me this 13th
day of August, 1989, by John Dmytryk.



Notary Public
State of Florida at Large
My commission expires: 6/29/93

(Notary Seal)



HGK/pm - 7-13-89
JOINDER-CONSENT
(D3) FOLDER (SEYCH)

O.R. 828 PG 1804

CONSENT

The undersigned, being the owner and holder of a certain first mortgage encumbering all of the land shown on the plat of Seychelles Replat, according to plat thereof recorded in Map Book 22, Pages 66 through 68 inclusive, of the Public Records of St. Johns County, Florida, does hereby consent to the execution and recordation in the Public Records of St. Johns County, Florida of the foregoing Declaration of Covenants, Conditions and Restrictions For Seychelles.

In Witness Whereof the undersigned has duly executed this Consent as of the day and year first stated in said Declaration.

COMMUNITY SAVINGS BANK

Geraldine Crews
Sandra S. Stapiak

By: Geraldine Crews
Vice President

Attest: Marie P. Cumby
Asst. Secretary

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 10th day of August, 1989, by GERALDINE CREWS Asst., the V-President and MARIE P. CUMBY, the Secretary of Community Savings Bank, on behalf of the corporation.

Zabrina D. Dempsey
Notary Public
State of Florida at Large

My commission expires: NOV. 20, 1992
(Notary Seal)

HGK/pm - 7-14-89
CONSENT
(D3) FOLDER (SEYCH)

O.R. 828 PG 1805

CONSENT

The undersigned, being the owner and holder of a certain mortgage encumbering a portion of the land shown on the plat of Seychelles Replat, according to plat thereof recorded in Map Book 22, Pages 66 through 68 inclusive, of the Public Records of St. Johns County, Florida, does hereby consent to the execution and recordation in the Public Records of St. Johns County, Florida of the foregoing Declaration of Covenants, Conditions and Restrictions For Seychelles.

In Witness Whereof the undersigned has duly executed this Consent as of the day and year first stated in said Declaration.

FIRST UNION NATIONAL BANK OF
FLORIDA

By: [Signature]

Vice President

Attest: [Signature]

Assistant Manager Secretary

(Corporate Seal)

STATE OF Florida

COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 14th day of August, 1989, by James A. Swanson, the Vice President and Karen L. Cobb, the Secretary of First Union National Bank of Florida, on behalf of the corporation.

FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHNS COUNTY, FLA.

89 AUG 16 PM 2:02

[Signature]
CLERK OF CIRCUIT COURT

[Signature]
Notary Public

State of Florida at Large
My commission expires: August 1, 1990

(Notary Seal)

HGR/pm - 7-14-89
CONSENT
(D3) FOLDER (SEYCH)

ASSIGNMENT OF RIGHTS

This Assignment is given by COMMUNITY FIRST BANK, a Florida Banking corporation ("Assignor") in favor of SEYCHELLES REDEVELOPMENT COMPANY, a Florida corporation ("Assignee").

WHEREAS, a Declaration of Covenants, Conditions and Restrictions for Seychelles was recorded in OR Book 828, page 1786, of the public records of St. Johns County, Florida (the "Declaration") and

WHEREAS, Assignor foreclosed that certain Mortgage recorded in OR Book 817, page 1218, public records of St. Johns County, Florida, and by virtue thereof is the owner of all of the land in Seychelles Replat owned by Declarant, being more particularly described as: Lots 3, 4, 6, 10, 11, 13 and 14; Parcels A and B; and SEYCHELLES COURT, a 50 foot Right-of-Way, SEYCHELLES REPLAT, according to plat thereof recorded in Map Book 32, pages 66, 67 and 68 of the public records of St. Johns County, Florida, all of which are burdened by the Declaration; and,

WHEREAS, Assignor desires to assign any and all of its rights (if any) under the Declaration to Assignee.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign to Assignee (without any warranties, representations or guaranties, whether expressed or implied, of any kind, nature or type whatsoever) any and all (if any) of Assignor's right, title and interest under the Declaration, as the same may be set forth in Article VII, Section 1, or otherwise, in the Declaration of Covenants, Conditions and Restrictions described above.

PROVIDED, HOWEVER, that SEYCHELLES REDEVELOPMENT COMPANY'S status as the Developer shall not be implied, deemed, or construed to result in any assumption of liability of any kind pertaining to the prior acts, omissions, duties, liabilities, or responsibilities of Seychelles Development Corporation or any other Developer of the Seychelles Replat Subdivision.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed this 11th day of March, 1994.

Signed, sealed and delivered
in the presence of:

Printed: Donald L. Odom

Printed: Linda C. McDill

ASSIGNOR

COMMUNITY FIRST BANK, a Florida Banking corporation

BY:

Print Name: John R. Lamb

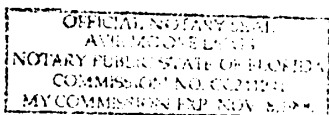
Executive Vice President

STATE OF FLORIDA)

) ss

COUNTY OF DAVAL)

The foregoing instrument was acknowledged before me this 11 day of March, 1994, by John R. Lamb as Executive Vice President of COMMUNITY FIRST BANK, a Florida Banking corporation, who is personally known to me or produced a driver's license for identification and did not do so under oath.



Notary Public, State of Florida at large.
My Commission expires:

(2)

AMENDMENT OF
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR SEYCHELLES

WHEREAS, SEYCHELLES DEVELOPMENT COMPANY, INC., the Declarant of; and SEYCHELLES HOMEOWNERS ASSOCIATION, INC., the Association, in; the DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SEYCHELLES (hereinafter referred to as "DECLARATION"), recorded in Official Records Book 826, Page 1786, public records of St. Johns County, Florida, were administratively dissolved by the Department of State of Florida, on November 9, 1992;

AND WHEREAS, JOHN B. BAMBERG, was appointed as the receiver of the Association in Case No. 94-557 CA, in the Circuit Court of the Seventh Judicial Circuit of Florida; and, pursuant to Article IV, Section 3, of the DECLARATION, caused SEYCHELLES COMMUNITY ASSOCIATION, INC. to be incorporated as a Florida corporation not for profit, on February 1, 1996, for the purpose of replacing the dissolved Association, to enforce the provisions of the DECLARATION, as required by Article V of the DECLARATION.

AND WHEREAS, the owners of seventy-five percent of the Lots of Seychelles, voted on June 15, 1996, to amend Article I, Subsection 1 (a), of the DECLARATION to effect such change; such subsection is, therefore, hereby amended to read as follows:

- (a) "Association" also known as "Homeowners Association", shall mean and refer to Seychelles Community Association, Inc., a Florida corporation not for profit.

EXECUTED this 30th day of July, A.D., 1996.

Attest:

John L. Whiteman
Its Secretary

SEYCHELLES COMMUNITY ASSOCIATION,
INC.

By

Jonathan B. Bamberg
Its President

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 30th day of July, 1996, by Jonathan B. Bamberg, _____ and John Tesdorpf _____, president and secretary of Seychelles Community Association, Inc., a Florida corporation, on behalf of the corporation.

John L. Whiteman
Notary Public, State of Florida
My commission expires 12/31/2002
Comm. No. CC346756

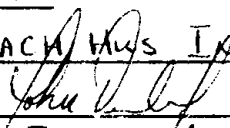
CONSENT AND JOINDER OF AMENDMENT
OF DECLARATION OF SEYCHELLES
COVENANTS, CONDITIONS & RESTRICTIONS

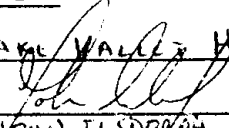
PURSUANT TO ARTICLE XIV, Section 2, of the DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS of SEYCHELLES, recorded in Official Records Book 828, page 1786, public records of St. Johns County, Florida; entitled "AMENDMENT":

WE, THE OWNER(S) OF LOTS IN SEYCHELLES REPLAT, Map Book 22, Page 66, 67 & 68, of the public records of St. Johns County, Florida, do hereby consent and join in the execution of the Amendment to the Declaration of Covenants, Conditions and Restrictions of Seychelles, executed by the President and Secretary of SEYCHELLES COMMUNITY ASSOCIATION, INC. on July 30, 1996.

LOT 1, 3, 4, part lot 10 and 11, 13, 14, Seychelles Replat


SEYCHELLES REDEVELOPMENT COMPANY
JONATHAN B. RAMBERG
PRESIDENT

LOT 7
BEACH HILLS INC.
BY: 
JOHN TESDORPF, AUTHORIZED AGENT
LOT _____

LOT 8
LAKE VALLEY HOMES, INC.
BY: 
JOHN TESDORPF, AUTHORIZED AGENT
LOT _____

I hereby acknowledge that the foregoing was executed by the current Owners of record on this the 1st day of August, 1996.


(Asst) Secretary
Seychelles Community Association, Inc.

EXHIBIT A

CONSENT AND JOINDER OF AMENDMENT
OF DECLARATION OF SEYCHELLES
COVENANTS, CONDITIONS & RESTRICTIONS

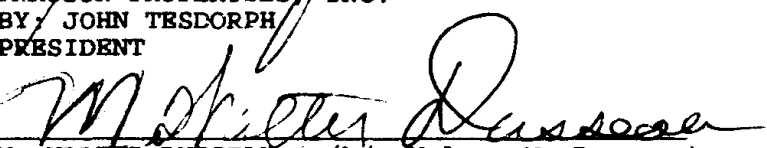
PURSUANT TO ARTICLE XIV, Section 2, of the DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS of SEYCHELLES, recorded in Official Records Book 828, page 1786, public records of St. Johns County, Florida; entitled "AMENDMENT":

WE, THE OWNER(S) OF LOTS IN SEYCHELLES REPLAT, Map Book 22, Page 66, 67 & 68, of the public records of St. Johns County, Florida, do hereby consent and join in the execution of the Amendment to the Declaration of Covenants, Conditions and Restrictions of Seychelles, executed by the President and Secretary of SEYCHELLES COMMUNITY ASSOCIATION, INC. on July 30, 1996.

LOT 6
120 SEYCHELLES COURT



FARSON PROPERTIES, INC.
BY: JOHN TESDORPH
PRESIDENT



M. WALTER DUSSEAU (a/k/a Walter M. Dusseau)



J. ANDREW SEAWRIGHT

LOT _____

LOT _____

I hereby acknowledge that the foregoing was executed by the current Owners of record on this the 1st day of August, 1996.



Secretary
Seychelles Community Association, Inc.

O.R. 1188 PG 1144

CONSENT AND JOINDER OF AMENDMENT
OF DECLARATION OF SEYCHELLES
COVENANTS, CONDITIONS & RESTRICTIONS

PURSUANT TO ARTICLE XIV, Section 2, of the DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS of SEYCHELLES, recorded in Official Records Book 828, page 1786, public records of St. Johns County, Florida; entitled "AMENDMENT":

WE, THE OWNER(S) OF LOTS IN SEYCHELLES REPLAT, Map Book 22, Page 66, 67 & 68, of the public records of St. Johns County, Florida, do hereby consent and join in the execution of the Amendment to the Declaration of Covenants, Conditions and Restrictions of Seychelles, executed by the President and Secretary of SEYCHELLES COMMUNITY ASSOCIATION, INC. on July 30, 1996.

LOT 9, and part lot 10, Seychelles Replat

Michael T. Melvin
MICHAEL T. MELVIN

Debra R. Melvin (mom)
DEBRA R. MELVIN

LOT _____

LOT _____

LOT _____

LOT _____

I hereby acknowledge that the foregoing was executed by the current owners of record on this the 14 day of August, 1996.

[Signature]
(Asst) Secretary
Seychelles Community Association, Inc.

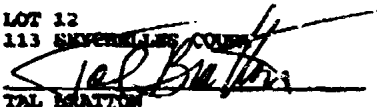
1-11-11

O.R. 1188 PG 1145

CONSENT AND JOINDER OF AMENDMENT
OF DECLARATION OF SEYCHELLES
COVENANTS, CONDITIONS & RESTRICTIONS

PURSUANT TO ARTICLE XIV, Section 2, of the DECLARATION OF COVENANTS, CONDITIONS and RESTRICTIONS of SEYCHELLES, recorded in Official Records Book 828, page 1786, public records of St. Johns County, Florida; entitled "AMENDMENT":

WE, THE OWNER(S) OF LOTS IN SEYCHELLE REPLAT, Map Book 22, Page 66, 67 & 68, of the public records of St. Johns County, Florida, do hereby consent and join in the execution of the Amendment to the Declaration of Covenants, Conditions and Restrictions of Seychelles, executed by the President and Secretary of SEYCHELLES COMMUNITY ASSOCIATION, INC. on July 30, 1996.

LOT 12
113 SEYCHELLES COUNTY

TAL ESTACION
2906 Janice Way, 212,
Tampa, FL 33629

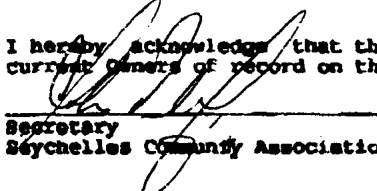
LOT ____

LOT ____

LOT ____

LOT ____

I hereby acknowledge that the foregoing was executed by the current owners of record on this the 1st day of August, 1996.


Secretary
Seychelles Community Association, Inc.