

NORTH GATE ASSOCIATION
Summary Information for Owners and Residents
Effective as of January 31, 2011

This document serves as general advice about living in NORTH GATE. All Sawgrass Association Rules and Regulations must be complied with in addition to the NORTH GATE Association Covenants and Restrictions, Architectural Control Criteria, and all amendments thereto. The Sawgrass Association rules are contained in the Property Owner's Guide. This document is intended only as a summary, and owners should refer to the covenants, restrictions, architectural criteria, rules and other governing documents of both the NORTH GATE Association and Sawgrass Association. In the event of any ambiguity or conflict between this summary and such governing documents, the terms and provisions of the governing documents shall control.

Helpful Numbers

Aegis Management (NORTH GATE property manager).....904-280-7616
May Management (Sawgrass property manager).....904-273-9832
Gate Access (Voice).....904-543-7768

GARBAGE PICKUP is Monday and Thursday, and garbage should be placed at curbside in a trash container after 5 p.m. the preceding day. Recycle pickup is on Monday. In addition to your garbage pickup as part of property taxes you will receive a quarterly bill from Seaboard Waste Systems/Allied Waste.

YARD WASTE PICKUP is on Monday mornings. Yard waste items may not be placed curbside before Sunday morning.

IRRIGATION: The irrigation pump is available during Daylight Savings Time on Wednesday, Thursday, Saturday and Sunday between the hours of 4 a.m. and 10 a.m. Odd numbered addresses should water on Wednesday and Saturday, and even numbered addresses should water on Thursday and Sunday. During Eastern Standard Time the irrigation pump operates on Saturday and Sunday between 4 a.m. and 10 a.m. The pump may be made available at other times for owner irrigation system maintenance and or new sod watering needs by contacting Aegis Management a day in advance.

EXTERNAL CHANGES TO YOUR PROPERTY: Anything that changes the external appearance of your property needs to be submitted to the NORTH GATE Architectural Control Committee (NACC) for approval before work is begun. This includes exterior colors, roofing material, fencing, external additions, and major landscaping. Applications

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for approval are available from AEGIS Management. Additionally, all external architectural changes also require approval of the Sawgrass Association Architectural Review Committee (ARC). The following specific requirements should be noted:

- Color samples must be provided for all external painting.
- Roofing must be a 40+ year architectural shingle. The color must be Weathered Wood by GAF or a matching color from a different supplier. A sample of the roofing in color must be provided, if requested.

NORTH GATE ASSOCIATION FENCE POLICY: Where approvals for fence installations are requested, the NACC will evaluate the application based upon site-specific conditions for the applicable lot. Except for the shadowbox privacy fences described hereafter, fences shall only be allowed in conjunction with the construction of swimming pools, and such fences shall be installed immediately adjacent to such swimming pool and/or any associated swimming pool deck. Such fences must be black or bronze in color, of a two rail style, free from extra adornments, and 48 inches high; provided however, the NACC may approve an owner's request for a variance to allow a fence of up to 52 inches high. These fences must be open in design so as to allow a person to easily see through the fenced area. The following existing fences are allowed as they exist on January 10, 2011, but must be brought into compliance with this criteria when such fences are replaced: Lot Nos. 2, 21, 22, 26, 34, 38, 58, 59 and 66. The screening of swimming pools and lanais shall also be permitted, provided that such screening shall be reasonably comparable in materials and appearance to the screening located on Lots 4, 15 and 45 as of January 10, 2011.

Shadowbox privacy fences straddling the zero lot lines within NORTH GATE must be wood or similar looking material and be 72 inches in height. These privacy fences generally should extend no further than 4-6 feet beyond the back corner of the home. The final determination of the appropriate length of the fence will be a site-specific decision in keeping with the neighborhood. Where the shadowbox privacy fence is providing a screen from a street, the fence may extend further from the house, on a site specific basis. The gate to the privacy fence may be 48-52 inches in height but no air conditioning unit, propane tank, or other similar device may be visible from the street.

Any fence must have approval from both the NORTH GATE Association and the Sawgrass Association. The owner must complete an application form, indicate the fence location on a copy of their lot survey and show an example (drawing or brochure) of the proposed fence

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design. A sample of the fence material may also need to be provided, if requested. Sawgrass Association will also require the owner to sign a fence maintenance agreement.

TREE REMOVAL: Any tree that is four inches in diameter or greater requires the approval of the NORTH GATE Association and the Sawgrass Association.

PETS: Pets are not allowed to wander around loose. Dogs must be kept on a leash and please carry what you need to pick up what the dog tends to leave behind.

PARKING: Overnight parking is not permitted on the street. Boats and RV's are not to be parked in North Gate. Garage doors should remain closed when they are not in use.

ZERO LOT LINE HOMES: NORTH GATE is comprised of zero lot line homes, which afford homeowner privacy within a compact space. As such, a few unique circumstances arise.

- **COMMON WALLS.** Each home as a zero lot line side. This side is windowless. The owner that faces zero lot line side of a house may utilize the wall of the other house and plant items or even hang items off that wall. However, the dominant lot owner should be careful to not cause any damage to the other property. Particularly, some new exterior siding materials now used instead of wood have warranties that can be ruined by holes being put into the wall. No use of the zero lot line side of a home should be done without the knowledge of the servient lot owner. Should the dominant lot owner damage the zero lot line side of the servient lot owner, the dominant lot owner must pay for repair or replacement of any and all damage. The dominant lot owner should also keep any plant materials at least 24 inches from the zero lot line wall to prevent termites, fungi, etc.
- **ACCESS TO COMMON WALLS.** The nature of zero lot line housing necessitates the entry onto adjacent lots for the purpose of maintaining dwellings. Each owner must allow the adjacent owner or people working for the adjacent owner the right to enter that area to perform maintenance such as painting and repair. This should be done during reasonable hours of the day.
- **SCREENING OF AIR CONDITIONING UNITS, PROPANE TANKS ETC.** All air conditioning units, propane tanks and similar items must be screened from view from the street and neighboring lots.

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APPEARANCE OF PROPERTY:

- Home maintenance. Houses are to be well maintained, to include (but not limited to): siding and trim in good repair and neatly painted (in an approved color), screening, windows, concrete and masonry work in good repair, roofing in good repair and free of mold and mildew, swimming pools clear and clean.
- Lawns and Landscaping. All grassy areas need to be kept closely mowed and weed free. Trees, shrubs, hedges, etc., need to be kept trimmed and underbrush and vines must be cleared away. Planting beds need to be kept weed free. Yard waste or refuse may not be stored on the property (other than out of sight while waiting for the next yard waste pickup day). Should any yards become unsightly, Aegis Management will inform the owner to immediately correct the problem.
- Lake Fronts. Maintain the banks and bulkheads of waterways bordering your property in the same neat manner as the yard or garden.
- Mailboxes. Mailboxes must be black and utilize the approved North Gate mailbox post. The owner should keep the mailbox and post straight and in good repair. Per United States Postal Service regulations, vegetation, if any, should be trimmed and kept away from the actual box.

RENTAL OF HOMES: Rental of homes is permitted with a minimum of a one-year lease. A copy of the lease must be provided to Aegis Management and the NORTH GATE Association prior to move in by the tenant. Homeowners who purchased their property prior to December 31, 2001, may lease for a minimum period of six months.

VIOLATIONS OF COVENANTS AND RESTRICTIONS: In accordance with Florida Statute 720.305, a violation or breach of any condition or restriction of the Covenants and Restrictions, Architectural Control Criteria, rules and regulations or any other of the governing documents at the NORTH GATE Association, may result in the imposition by the Hearing Committee of fines up to \$100.00 per day for each day of a continuing violation. Fines which exceed \$1,000.00 may also result in the imposition of a lien against the applicable lot and home.

**NORTHGATE
DECLARATION
OF
COVENANTS
AND
RESTRICTIONS
INCLUDING
EXHIBITS
AND
AMENDMENTS**

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SUPPLEMENTARY RESTATED DECLARATION OF COVENANTS RE: ASSESSMENTS (North Gate I)

THIS SUPPLEMENTARY RESTATED DECLARATION is made as of this 20th day of January, 1983, by ARVIDA CORPORATION, ARVIDA RESORT COMMUNITIES, INC. and SAWGRASS PROPERTIES, INC.

WITNESSETH:

WHEREAS, the Sawgrass Declaration of Covenants re: Assessments as recorded in Official Records Book 239, page 229, at the public records of St. Johns County, Florida, has been amended by restatement in the form of the Restated Sawgrass Declaration of Covenants re: Assessments as recorded in Official Records Book 396, page 706, and as amended by the First Amendment to the Restated Sawgrass Declaration of Covenants re: Assessments recorded in Official Records Book 468, page 428, of the public records of St. Johns County, Florida. The Restated Sawgrass Covenants re: Assessments and its First Amendment are collectively referred to as "Restated Declaration" and by this reference are hereby incorporated in their entirety;

WHEREAS, Arvida Corporation is the owner of the real property constituting North Gate I as shown on the plat thereof recorded in Map Book 15, pages 16 through 21, of the public records of St. Johns County, Florida, and Arvida Corporation desires to subject North Gate I to all of the terms, conditions and provisions as contained in the Restated Declaration as provided for under the terms of Article II of the Restated Declaration.

NOW, THEREFORE, the undersigned hereby declare that all property constituting North Gate I and any portion thereof shall be held, transferred, sold, conveyed and occupied subject to all covenants, restrictions, easements, charges and liens, and all other matters as set forth in the Restated Declaration.

IN WITNESS WHEREOF, Arvida Corporation, Arvida Resort Communities, Inc., and Sawgrass Properties, Inc., have caused this Supplementary Restated Declaration of Covenants re: Assessments to be properly executed by their respective duly authorized officers and recorded in the public records of St. Johns County, Florida.

G. MALCOLM & MACHOUSE DEPENDENT SQUARE JACKSONVILLE, FLORIDA 32202

WITNESSES:

John Metcalf
Catherine W. Snell

ARVIDA CORPORATION

By Peter S. Rummell, Vice President

John Metcalf
Catherine W. Snell

ARVIDA RESORT COMMUNITIES, INC.

By Peter S. Rummell, Vice President

John Metcalf
Catherine W. Snell

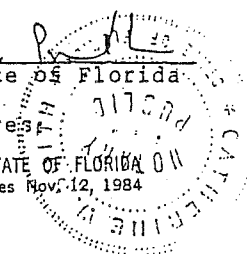
SAWGRASS PROPERTIES, INC.

By Peter S. Rummell, Vice President

STATE OF FLORIDA)
)SS
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me this 20th day of January, 1983, by Peter S. Rummell, as Vice President of Arvida Corporation, a Delaware corporation, on behalf of the corporation.

Catherine W. Smith
Notary Public, State of Florida
at Large.
My Commission expires Nov. 12, 1984

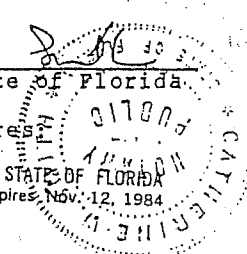


STATE OF FLORIDA)
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COUNTY OF ST. JOHNS)

NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Nov. 12, 1984

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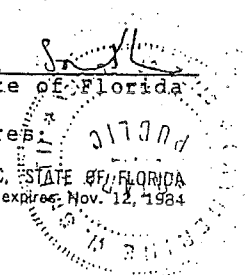


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Catherine W. Smith
Notary Public, State of Florida
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My Commission expires Nov. 12, 1984



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

1983 FEB 21 PM 12:36

Carl "Bud" Hinkel
CLERK OF CIRCUIT COURT



**COVENANTS
AND
RESTRICTIONS**

DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
NORTH GATE

THIS DECLARATION, dated January 20, 1983, is made by ARVIDA CORPORATION, a Delaware corporation, the owner of fee simple title to all of the real property included within North Gate I as described on the plat recorded in Map Book 15, pages 16 through 21, of the Public Records of St. Johns County, Florida ("North Gate I"). Arvida Corporation hereby declares that all of North Gate I is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges, liens and all other matters set forth in this Declaration which shall run with the land and be binding upon the Developer and all parties having or acquiring any right, title, or interest in North Gate I or any part thereof.

ARTICLE I
MUTUALITY OF BENEFIT AND OBLIGATION

Section 1.1 Mutuality. The covenants, restrictions and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every Lot, and are intended to create mutual equitable servitudes upon each Lot in favor of the other Lots, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of Lots, their heirs, successors, and assigns.

Section 1.2 Benefits and Burdens. Every person who is an Owner does by reason of taking title to property within North Gate agree to all the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

ARTICLE II
DEFINITIONS

Section 2.1 Association. North Gate Association, Inc., a Florida non-profit corporation, its successors and assigns. The Articles of Incorporation (the "Articles") and Bylaws (the "Bylaws") of the Association are attached as Exhibits A and B respectively.

Section 2.2 Board. The Board of Directors of the Association.

Section 2.3 Developer. Arvida Corporation, a Delaware Corporation, and its successors and assigns.

Section 2.4 North Gate or Property. North Gate I together with and including other real property made subject to this Declaration or any supplemental declaration in accordance with the provisions of Article III less and except any real property released from this Declaration in accordance with the provisions of Article III.

Section 2.5 Lot. Any lot or other parcel, together with improvements, within North Gate on which a residence has been or could be constructed.

Section 2.6 Improved Lot. Any Lot upon which improvements have been completed as evidenced by issuance of a certificate of occupancy or equivalent authorization issued by St. Johns County.

Section 2.7 Unimproved Lot. Any Lot which is not an Improved Lot.

PAUL C. HENNING
PAPPAS & MOORHOUSE
1901 INDEPENDENT SQUARE
JACKSONVILLE, FLORIDA 32202

Section 2.8 Owner. A person who is a record owner of a Lot.

Section 2.9 Master Association. Sawgrass Association, Inc., a Florida non-profit corporation, its successors and assigns.

Section 2.10 Restated Declaration. The Restated Sawgrass Declaration of Covenants re: Assessments recorded in Official Records Book 397, page 706, as amended by First Amendment to the Restated Sawgrass Declaration of Covenants re: Assessments recorded in Official Records Book 468, page 428, to which North Gate I has been subjected by instrument recorded in Official Records Book 572, page 672, all of the Public Records of St. Johns County, Florida.

Section 2.11 North Gate Common Property. All real or personal property and all interests in real or personal property (including use rights) owned by the Association, Master Association or Developer, whether or not located within the boundaries of North Gate, held primarily for the common use and enjoyment of the members of the Association. North Gate Common Property specifically includes Parcels C, D, E, F, G, H, J and K as shown on the plat of North Gate I. In addition, the North Gate common property shall specifically include any underground well, feeder lines, pumps and additional components serving the underground irrigation system and any replacements or additions thereto within North Gate up to the Lot lines of individual Lots. Finally, until such time as the Developer no longer owns any Lots within North Gate, the Developer, or such of its successors and assigns as shall have been specifically granted the right to submit additional property to this Declaration, may designate additional property as North Gate Common Property as long as the conditions of Section 3.1 regarding addition of property are met. The Association shall at all times be responsible for the maintenance of the North Gate Common Property. When the Developer no longer owns any Lots within North Gate or any developable land within the North Gate PUD or, at Developer's option, at any earlier time, the North Gate Common Property shall be conveyed to the Association subject to any mortgages for improvements to the North Gate Common Property, taxes for the year of conveyance, restrictions, conditions, limitations, easements of record for drainage and public utilities and perpetual non-exclusive easement for ingress and egress granted to the Master Association (except that Parcel J as shown on the plat of North Gate I shall be retained by Developer until conveyed to the Master Association in accordance with Section 10.8).

Section 2.12 North Gate PUD. The lands zoned PUD and designated as The North Gate PUD by zoning ordinance No. 82-67 of St. Johns County, Florida.

Section 2.13 Limited Common Area. The Limited Common Area of a Lot shall consist of the portion of the Property between the front Lot line and the nearest edge of the road surface (as it may exist from time to time) within the area bounded by the extension of the side Lot lines together with any portion of the Property contiguous to the Lot which, as a result of the natural configuration of the Property or the initial landscaping to be installed by the Developer is primarily of benefit to such Lot. Any question concerning the boundary of a Limited Common Area shall be determined by the Association.

ARTICLE III
ADDITIONS, DELETIONS, PLATTING

Section 3.1 Additions, Deletions. Developer may, but shall not be obligated to, subject additional lands to this Declaration from time to time provided only that (a) any additional land subjected to this Declaration shall be

contiguous to property then subject to this Declaration (for purposes of this section 3.1 property separated only by public or private roads, golf course, water bodies or open space shall be deemed contiguous), (b) the additional land shall either be open space to become part of the North Gate I Common Property or shall be platted as single family residential lots when the property is made subject to this Declaration (c) the Owners of property within additional lands made subject to this Declaration shall be and become subject to this Declaration, including assessment by the Association for their pro rata share of association expenses, and (d) the addition of such lands shall not, without the joinder or consent of a majority of the members of the Association, materially increase the pro rata share of Association expenses payable by the Owners of property subject to this Declaration prior to such addition. Developer may also, but shall not be obligated to, withdraw land from the scheme of development contemplated by this Declaration and release it from the obligations of this Declaration from time to time provided only that (a) all lands remaining subject to this declaration after such withdrawal are contiguous, and (b) the withdrawal of such lands shall not, without the joinder or consent of a majority of the members of the Association, materially increase the pro rata share of the Association expenses payable by the Owners of property remaining subject to this declaration after such withdrawal. Addition of lands to, or withdrawal of lands from this Declaration shall be made and evidenced by filing in the public records of St. Johns County, Florida, a supplementary declaration with respect to the lands to be added or withdrawn. Developer reserves the right to so amend and supplement this Declaration without the consent or joinder of the Association or of any owner or mortgagee of land in North Gate.

Section 3.2 Platting and Subdivision Restrictions. Developer may from time to time, plat or replat all or any part of the property, and may file subdivision restrictions and amendments thereto with respect to any undeveloped portion of the property.

ARTICLE IV PROPERTY RIGHTS

Section 4.1 Owners Easement of Enjoyment. Every Owner shall have a right of use and an easement of enjoyment in and to the North Gate Common Property which shall be appurtenant to, and pass with, the title to every Lot subject to the following:

4.1.1 The right of the Association to take such steps as are reasonably necessary to protect the North Gate Common Property against foreclosure.

4.1.2 The right of the Developer or the Association to grant easements and rights of way as either may deem appropriate for the proper development and maintenance of the Property, including and without limitation, the Developer's right to reserve an easement for itself, its successors and assigns for ingress, egress, maintenance and utilities over all roadways and North Gate Common Property.

4.1.3 All provisions of this Declaration, any plat of all or any parts of the Property, and the Articles and Bylaws of the Association.

4.1.4 Rules and regulations governing use and enjoyment of the North Gate Common Property adopted by the Association. Easements and restrictions of record affecting any part of the North Gate Common Property.

4.1.5 Provisions of the Restated Declaration.

4.1.6 Each Lot shall be provided access via a

driveway within the North Gate common property. The driveway serving each Lot is hereby designated for the exclusive use of the Owner of the Lot served, his guests, invitees and authorized delivery persons.

4.1.7 The exclusive use rights of individual Lot Owners as provided in Section 4.4.

changed

Section 4.2 Common Walls. The Owner of each Lot (for purposes of this section 4.2, the "Servient Lot"), by acceptance of his deed, grants to the Owner of each adjacent Lot (for purposes of this section 4.2, the "Dominant Lot") the right and easement to use any exterior wall of a residence located on the Servient Lot which faces the Dominant Lot and which forms a common wall between them, whether or not located solely on the Servient Lot, for support of the Dominant Lot owner's hanging plants, shelves, and other similar structures approved by the NACC (as hereinafter defined) so long as the same will not structurally injure the supporting wall. Maintenance of the exterior of the wall of each Servient Lot and of any structure affixed thereto shall be the sole responsibility of the Owner of the Dominant Lot. The Owner of the Dominant Lot shall be responsible for any damage of the residence located on the Servient Lot occasioned by the affixment. Upon removal of the structures, the owner of the Dominant Lot shall return the wall to its original condition, less normal wear and tear. Further, the Owner of the Dominant Lot shall not use the wall of the Servient Lot in a way which interferes with the Servient Lot Owner's use and enjoyment of the interior of his residence.

Section 4.3 Easement Across Adjacent Residential Parcels. As the nature of "Zero" Lot line housing necessitates the entry into adjacent Lots for the purpose of maintaining dwellings, each Owner, by acceptance of his deed, grants the adjacent Owner or it's agents or employees the right of ingress and egress over his Lot where necessary or desirable to permit the maintenance and repair of such adjacent dwelling or other improvements but for no other purpose. Such entry shall be in a reasonable manner and at reasonable hours. Any dispute regarding the exercise of such easement rights shall be settled by decision of the Board.

Section 4.4 Use and Maintenance of Limited Common Areas. Notwithstanding any other provision of this Declaration, each Lot Owner shall be responsible for maintaining the grass and other landscaping within the Limited Common Area of his Lot. Each Lot Owner shall have the exclusive right to use the Limited Common Area of his Lot as a yard subject to the rights of the Association to establish rules and regulations governing use and enjoyment of the North Gate Common Property and the rights and easements reserved and granted under Article XII and Article XIII of this Declaration including but not limited to the right to locate or relocate roads, paths, walkways and sidewalks within the North Gate Common Property. The Lot Owner shall not place or erect any structure within the Limited Common Area.

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ARTICLE V
THE ASSOCIATION

Section 5.1 Membership. Each Owner including the Developer (at all times so long as it owns any part of the Property subject to this Declaration) shall be a member of the Association, provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment.

5.2 Classes and Voting. The Association shall have such classes of membership as are set forth in the Articles

of the Association.

5.3 Duties and Obligations Re: Common Area. It shall be the duty of the Association to manage and maintain the Northgate Common Property in a safe, clean, attractive, sanitary and servicable condition, and in good order and repair for the benefit of all Owners. The Association's duties shall include the management, operation, maintenance, repair, servicing, replacement, and renewal of all improvements, equipment, and tangible personal property installed by Developer as part of the North Gate Common Property. The Association shall keep the improvements located on the North Gate Common Property, including fixtures and personal property of the Association, insured the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors. The insurance shall provide coverage against loss or damage by fire or other hazards covered by a standard extended endorsement and such other risks as from time to time are customarily covered with respect to improvement similar in construction, location and use as the improvements on the North Gate Common Property, including but not limited to vandalism and malicious mischief, and flood and water damage, if the improvements are at any time located in a federally designated flood plain area. The Association shall carry public liability insurance in amounts and with coverage as determined by the Board. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any Owner because of unintentional acts or omissions.

ARTICLE VI
COVENANTS FOR MAINTENANCE ASSESSMENTS

Section 6.1 Creation of the Lien and Personal Obligation of Assessments. Each Owner of real property within North Gate, other than the Developer, hereby covenants, and by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any annual assessments or charges, and any special assessments for capital improvements or major repair against such property. Such assessments shall be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the highest lawful rate and costs of collection thereof (including reasonable attorneys fees), shall be a charge on the Lot and shall be a continuing lien upon the Lot(s) (other than Lot(s) owned by Developer) against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may avoid liability for the assessments by waiver of rights to use, or by non-use of, the North Gate Common Property or by abandonment.

Section 6.2 Purpose of Assessments. The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in North Gate and in particular for the improvement and maintenance of the North Gate Common Property and of any easements in favor of the Association. Assessments may be used for the cost of taxes on the North Gate Common Property, insurance, labor, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and are undertaken by the Association.

Section 6.3 Rate of Assessment. Each Unimproved Lot subject to assessment shall be assessed at a rate equal to fifty percent (50%) of the assessment in effect from time to time (annual or special) for Improved Lots. All annual and special assessments shall be at a uniform rate for each Improved Lot subject to assessment and at a uniform rate for each Unimproved

Lot subject to assessment.

Section 6.4 Annual Assessments. The Board shall fix annual assessments in accordance with the provisions of this Article VI to meet the projected financial needs of the Association, and its decision as to the amount of the annual assessment shall be dispositive. The first annual assessment for North Gate shall not exceed \$33.00 per month per Improved Lot. Thereafter, the annual assessment fixed by the Board for any year shall not exceed the annual assessment for the previous year by more than 15% unless approved by a vote of two-thirds (2/3) of the members of the Board.

Section 6.5 Supplemental Assessments. If the Board fixes the annual assessment for any year at a level below the maximum level permitted under Section 6.4 and thereafter during such year determines that the necessary functions of the Association cannot be funded by such assessment, the Board may, by majority vote, levy a supplemental assessment (not including special assessments) so long as the total annual assessment is equal to or less than the maximum level specified under Section 6.4.

Section 6.6 Special Assessment for Capital Improvements and Major Repairs. In addition to any annual assessments, 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, unexpected repair or replacement of a capital improvement including the necessary fixtures or replacement of a capital improvement including the necessary fixtures and personal property related thereto. Any such special assessment shall be approved by two-thirds (2/3) of the members of the Board.

Section 6.7 Developer's Assessments and Guarantee. During the Developer Guarantee Period (as defined below) the Improved or Unimproved Lots owned by the Developer shall not be subject to any annual, supplemental or special assessment levied by the Association. The Developer shall, however, guarantee that the first annual assessment for North Gate shall not exceed \$33.00 per month per Improved Lot and that subsequent annual assessment during the Developer Guarantee Period shall not exceed the annual assessment for the previous year by more than fifteen percent (15%). During the Developer Guarantee Period the Developer shall pay the balance of the actual operating expenses of the Association (excluding costs of repairs, replacements and reserves) remaining after assessment of and payment of assessments due from Owners other than the Developer at assessment rates equal to or less than the guarantee levels. The Developer shall be obligated to fund such expenses only as they are actually incurred by the Association during the Developer Guarantee Period. The Developer Guarantee Period shall begin upon recordation of this declaration and shall run for a period of thirty (30) months thereafter unless the Developer conveys sixty (60) or more North Gate Lots within such period in which case the Developer Guarantee Period shall end upon conveyance of the sixtieth Lot. In no event shall the Developer Guarantee Period last longer than a total of thirty (30) months.

Section 6.8 Negligence. Any Owner shall be liable to the Association for the expense of any maintenance repair or replacement of the North Gate Common Property rendered necessary by his act, neglect or carelessness or by that of his family or his guests, employees, agents, issues or other invitees. This expense shall become part of the Assessment to which such Lot and Owner are liable under the Article. As such, it shall be a lien upon such Lot and obligation of the Owner and shall become due and payable in all respects as provided hereunder.

Section 6.9 Date of Commencement of Annual Assessments and Due Dates. The assessments shall commence on the first day of a specified month fixed by the Board to be the date of commencement. The payment schedule and due date of any assessment shall be fixed in the resolution authorizing such assessments.

Section 6.10 Duties of the Board in Fixing Assessments. The Board shall fix the date of commencement, and the amount of the assessment against each Lot and other portions of the Property, and the payment schedule and the due date at least thirty (30) days in advance of the beginning of the fiscal year. The Board shall prepare or cause to be prepared a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member during normal business hours. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after approval of the assessment by the Board.

The Association shall, upon demand at any time, furnish to any Owner liable for such assessment a certificate in writing signed by an officer of the Association, setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment of an any assessment therein stated to have been paid.

Section 6.11 Effect of Non-Payment of Assessment: Lien, Personal Obligation, Remedies of Association. The lien of the Association shall be effective from and after recording in the public records of St. Johns County, Florida, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the due date. Such claim of lien shall include only assessments which are due and payable when claim of lien is recorded, plus interest, costs, attorneys' fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record, and the affected Lot Owner shall pay the cost of such satisfaction.

If the assessment is not paid within fifteen (15) days after the due date, the Assessment shall bear interest from the due date at the highest lawful rate, and the Association may at any time thereafter bring an action to and/or a suit on the personal obligation against the Owner(s). There shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action (including reasonable attorneys' fees), and in the event a judgement is obtained, such judgment shall include interest on the assessment as above provided and reasonable attorneys' fees to be fixed by the Court together with the costs of the action.

Section 6.12 Subordination to Lien of Mortgages. The lien of the assessments provided for by this Declaration shall be subordinate to the lien of any first mortgage to a federal or state chartered bank, mortgage company, life insurance company, federal or state savings and loan association or real estate investment trust which is perfected by recording prior to the recording of a claim of lien for any such unpaid assessments by the Association. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot by deed in lieu of foreclosure of such Lot or pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure of such mortgage. The total amount of assessment which remain unpaid as a result of a first mortgagee obtaining title to the Lot, shall be added to the total budget of North Gate and paid by all Owners including the first mortgagee on a pro rata basis. No sale or other transfer shall relieve any Lot from liability for any assessments

thereafter becoming due, nor from the lien of any such subsequent assessment. A written statement of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any question of subordination.

Section 6.13 Exempt Property. The Board shall have the right to exempt any of the Property from the assessments, charge and lien created herein, provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

(a) Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

(b) All of the North Gate Common Property.

(c) Any of the Property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Notwithstanding any provisions herein, no land or improvements devoted to residential dwelling or related use shall be exempt from such assessments, charges or lien except as provided in Section 6.7 hereof.

ARTICLE VII MASTER ASSOCIATION AND ASSESSMENTS

Section 7.1 Sawgrass Association, Inc. Upon acceptance of a deed to a Lot, each Owner becomes a member of the Sawgrass Association, Inc. Each Lot within North Gate I has been subjected to annual and special assessments by Sawgrass Association, Inc. in accordance with the Restated Declaration by the Supplementary Restated Sawgrass Declaration of Covenants re: Assessments (North Gate) recorded in Official Records Book 572, page 672, of the Public Records of St. Johns County, Florida and any additional property made subject to this Declaration pursuant to Section 3.1 shall be made subject to the Restated Declaration by recorded instruments. Sawgrass Association, Inc., acting through its Board of Directors, shall have the powers, rights and duties with respect to the Property as set forth in the Restated Declaration and the Articles of Incorporation and Bylaws of the Sawgrass Association, Inc.

Section 7.2 Lien Rights. Sawgrass Association, Inc. is entitled to a lien upon the each Lot for any unpaid assessments under the Restated Declaration.

Section 7.3 Association Responsibilities. If for any reason the Association refuses or fails to perform the obligations imposed on it under the terms of this Declaration, and other documents relevant to the Property, Sawgrass Association, Inc. shall be and is hereby authorized to act for and on behalf of the Association in such respect that the Association has refused or failed to act, and any expenses thereby incurred by Sawgrass Association, Inc. shall be reimbursed by the Association.

ARTICLE VIII EXTERIOR MAINTENANCE ASSESSMENT

Section 8.1 Exterior Maintenance. The Association may provide maintenance upon any Lot or Limited Common Area requiring same, when necessary in the opinion of the Board to preserve the beauty, quality and value of the neighborhood. Such maintenance shall include but not be limited to paint, repair, roof repair and replacement, gutter, downspouts, exterior building surfaces, yard clean-up, and yard maintenance. The Lot Owner shall have five (5) days within

which to perform the required maintenance after being notified in writing by the Association that such maintenance is necessary before the Association undertakes the maintenance.

Section 8.2 Assessments of Costs. The cost of any maintenance undertaken by the Association under the provisions of Section 8.1 shall be assessed against the property upon which such maintenance is performed or, in opinion of the Board, benefiting from same. The assessment shall be apportioned among the property involved in the manner determined to be appropriate by the Board. If no allocation is made, the assessment shall be uniformly assessed against all of the Lots in the affected area. The exterior maintenance assessments shall not be considered a part of the annual or special assessments imposed upon the Property pursuant to Article VI of the Declaration or pursuant to the Restated Declaration. Any exterior maintenance assessment shall be a lien upon each Lot assessed and the personal obligation of the Owner of each such Lot and shall become due and payable on all respects, together with interest and fees for the cost of collection as provided for in Section 6.10, and shall be subordinate to mortgage liens to the extent provided by Section 6.11.

Section 8.3 Access. For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after the notice to the Owner provided under Section 8.1, to enter upon any Lot or any portion of the Property or the exterior of any improvements thereon at reasonable hours on any day except Saturday or Sunday. In the case of emergency repairs, access will be permitted at any time with only such notice as, under the circumstances, is practically affordable.

ARTICLE IX ARCHITECTURAL CONTROLS

Section 9.1 North Gate Architectural Control Committee. The Architectural Review and control functions of the Association shall be administered and performed by the North Gate Architectural Control Committee ("NACC"). The NACC shall consist of either three (3) or five (5) members who shall be appointed by and serve at the pleasure of the Developer so long as the Developer owns at least one (1) Lot within North Gate or owns any developable land within the North Gate PUD or until such earlier time as Developer, at its option, assigns the right to appoint the NACC to the Board. Thereafter, the NACC shall consist of either three (3) or five (5) members (at the option of the Board) who shall be appointed by and serve at the pleasure of the Board. Members of the NACC need not be members of the Association. A majority of the NACC shall constitute a quorum to transact business at any meeting of the NACC and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the NACC. Any vacancy occurring on the NACC because of death, resignation, or other termination of service of any member thereof shall be filled by the Developer so long as the Developer owns at least one (1) Lot within North Gate or owns any property within the North Gate PUD, and by the Board thereafter.

Section 9.2 Approval Required by the NACC and ARC. Except for the initial construction of improvements upon any Lot by Developer, no landscaping, improvements or structure of any kind including, without limitation, any building, fence, wall, swimming pool, screen enclosure, sewer, drain, disposal system, decorative building, landscaping device or object, or other improvements shall be commenced, erected, placed or maintained upon any Lot, nor shall any addition, change, or alteration therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by, the NACC and the ARC

(as defined in Section 9.3.5). All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the Architectural Control Criteria for North Gate (a copy of which is attached hereto as Exhibit C) as amended from time to time. It shall be the burden of each Owner to supply four sets of completed plans and specifications for any proposed improvement to the NACC. The NACC shall approve or disapprove plans and specifications properly submitted within thirty (30) days of such submission. The ARC shall approve or disapprove plans and specifications within fifteen (15) days of receipt of notice of approval by the NACC. Any plans or change or modification to approved plans shall not be deemed approved by the NACC unless a written approval is granted by the NACC to the Owner submitting same or unless the NACC fails to approve or disapprove such plans or modifications within thirty (30) days of their proper submission.

Section 9.3 Powers and Duties of the NACC. The NACC shall have the following powers and duties:

9.3.1 To recommend amendments of the Architectural Control Criteria to the Board. Any amendment of the Architectural Control Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board at a meeting duly called and noticed at which a quorum is present and voting and approved by a majority of the members of the ARC at a meeting duly called at which a quorum is present and voting. Upon approval by the Board and the ARC, notice of any amendment to the Architectural Control Criteria, including a verbatim copy of such amendment shall be delivered to each member of the Association. Provided, however, the delivery to each member of the Association of notice and a copy of any amendment to the Architectural Control Criteria shall not constitute a condition precedent to the effectiveness or validity of such amendment nor shall it be necessary for any amendment to be recorded.

9.3.2 To require submission to the NACC of four (4) complete sets of all plans and specifications signed by the Owner for any improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, enclosure, sewer, drain, disposal system, decorative building, landscaping device or object, or other improvement, the construction or placement of which is proposed upon any Lot. The NACC may also require submission of samples of building materials proposed for use on any Lot, and may require such additional information as reasonably may be necessary for the NACC to completely evaluate the proposed structure or improvement in accordance with the provisions hereof.

9.3.3 To approve or disapprove any improvements or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, screen enclosure, sewer, drain, disposal system, decorative building, landscape device or object or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot and to approve or disapprove any exterior additions, changes, modifications or alterations therein or thereon. All decisions of the NACC shall be submitted to the Board, and evidence thereof may, but need not, be made by a certificate in recordable form executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decisions of the NACC shall have the right to make a written request to the Board, within thirty (30) days of such decisions, for a review thereof. The determination of the Board upon review any such decision shall be dispositive as to Association approval.

9.3.4 To adopt a schedule of reasonable fees for

processing requests for NACC approval of proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the NACC.

Section 9.4 Compensation of NACC. Members of the NACC shall serve without compensation so long as the Developer retains the right to appoint the members of the NACC. Thereafter, the Board is encouraged to appoint professionally qualified persons (architects, landscape architects, etc.) to the NACC, and if its elects to do so, it may, at its option, pay reasonable compensation to such professionally qualified members.

Section 9.5 Architectural Review Committee. The Architectural Review Committee (ARC) was established pursuant to the terms of the Amended Sawgrass Covenants And Restrictions Unit One Blocks 1, 2 and 3 recorded in Official Records Book 243, page 375, of the public records of St. Johns County, Florida. One of its purposes is to supervise the architectural integrity of the Country Club at Sawgrass. Upon approval of any plans and specifications by the NACC, the NACC shall notify the ARC in writing of such approval and shall provide a copy of the plans and specifications to the ARC. The ARC shall have fifteen (15) days from the date of approval by the NACC to determine whether the requested improvement is in harmony with the development of the Country Club at Sawgrass. The ARC shall indicate its approval of the requested improvement by marking or stamping the plans with its seal and the date. If the ARC disapproves the requested improvement, it shall provide written notice of such disapproval to the NACC and the Owner. Disapproval by the ARC may be appealed to Board of Directors of the Master Association for a period of fifteen (15) days after receipt of notice of disapproval by Owner. If the ARC does not act within fifteen (15) days of receipt of the plans and specifications it shall be deemed to have approved the requested improvement.

Section 9.6 No Liability. The reviews, acceptances, inspections, permissions and approvals required under this Declaration and made by the Developer, Association, Master Association, NACC, ARC, or their agents or employees are for the sole purpose of protecting the aesthetic integrity of North Gate and the Country Club at Sawgrass. As a result, neither the Developer, Association, Master Association, NACC, ARC or their agents or employees express any opinion as to the engineering aspects, structural soundness or advisability of any improvement whether or not approved. Neither the Developer, Association, Master Association, NACC, ARC or their agents or employees shall be liable to an Owner or to any other person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other person and arising out of or in any way related to the subject matter of any such review, acceptance, inspection, permission, consent, or approval, whether given, granted or withheld by the Developer, NACC, Association, Master Association, ARC or their agents or employees.

ARTICLE X RESTRICTIONS

Section 10.1 Residential Use. The Lots subject to this Declaration may be used for residential living units and for no other purpose except that one or more Lots may be used as model homes by the Developer during the development and sale of North Gate and adjacent properties. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof.

Section 10.2 No Detached Buildings. No garage, tool or storage shed may be constructed separately and apart from a residence unless approved by the NACC. No tents, trailer,

tanks, shacks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the written consent of the Developer.

Section 10.3 Layout. As the nature of '0' Lot Line and cluster housing tends to facilitate construction of dwelling both directly behind and directly beside other dwelling, no specific setback lines are established by this Declaration. In order to assure that location of dwellings will be staggered where practical and appropriate, to assure visual and acoustical privacy and so that the maximum amount of view and breeze will be available to each dwelling and that the structures will be located with regard to the topography of each Lot, the Developer reserves unto itself, its successors and assigns, the right to control absolutely and to solely decide the precise site and location of any dwelling or other structure upon all Lots. Developer reserves the right to establish specific set-back lines applicable to any unsold Lots in North Gate.

Section 10.4 Lot Coverage. No improvement which covers more than 75% of the Lot shall be constructed on any Lot. In calculating the Lot coverage, the square footage comprising the dwelling, garage area, approved detached buildings and any area covered by an awning or cabanas which serve the function of a building shall be included. Lot coverage shall exclude screened enclosures not having a roof impervious to weather.

Section 10.5 Motor Vehicles and Boats. No boats, recreations vehicles or other motor vehicles, except four wheel passenger automobiles, shall be placed, parked or stored upon any Lot unless approved by the Board, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a building where totally isolated from public view. All motor vehicles must be parked in garages from the end of each day until the following morning. Commercial vehicles shall not be parked within public view on a regular basis. Construction trailers may be parked during the initial construction phase only with the express written consent of the Developer and in an area designated by the Developer.

Section 10.6 Nuisances. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. Any activity on a Lot which interferes with televisions, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. If a dispute or question arises as to what may be or become a nuisance, the issue shall be submitted to the Board. Its decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

Section 10.7 Antenna. No aerial or antenna shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any building in North Gate. Antennas, if any, shall be built into the attic space of the home.

Section 10.8 Lakes; Maintenance Easement. Only the Developer or the Master Association shall have the right to pump or otherwise remove any water from any lake within North Gate or adjacent or near to North Gate for the purpose of irrigation or other use, or to place any refuse in such lake or lakes or any other real property located within the plat of Sawgrass Unit One lying adjacent to or near North Gate. The Developer (and, after assignment of such right to the Master Association, the Master Association) shall have the sole and absolute right to control the water level of such lake or lakes and to control the growth and irrigation of plants, fowl, reptiles, animals, fish and fungi and in on any such lake. No gas or diesel driven boat

shall be permitted to be operated on any such lake. Lots which now, or may hereafter be, be adjacent to a lake (the "lake parcels") shall be maintained so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to the lake and the height, grade and contour of the embankment shall not be changed without the prior written consent of the Master Association. If the Owner of any lake parcel fails to maintain the embankment as part of its landscape maintenance obligations in accordance with the foregoing, the Association or Master Association, shall have the right, but no obligation, to enter upon any such lake parcel to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such lake parcel. Title to any lake parcel shall not include ownership of any portion of any lake bed or surface waters which shall remain the property of the Developer until such time as they shall be conveyed to the Master Association. No docks or other structures shall be constructed on such embankments unless and until same shall have been approved by the Master Association. No bulkheads shall be permitted to be constructed without the prior written consent of the Master Association. Developer or the Master Association shall have the right to adopt reasonable rules and regulations from time to time in connection with use of the surface waters of any lake within North Gate or adjacent to or nearby North Gate by Owner or other members of the Master Association. The Master Association or Developer shall have the right to deny such use to any person who in the opinion of Developer or the Master Association may create or participate in the disturbance or nuisance on any part of the surface waters of any such lake. The right to reasonable use and benefit of the surface water of any such lake shall be subject to any riparian and rights of others and may be granted to such other persons, including members of the Master Association, as may be designated by Developer or the Master Association from time to time.

Section 10.9 Landscaping Maintenance. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. All Lots and all portions of the Property and any improvements placed thereon shall at all times be maintained in a neat and attractive condition. Landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance. In order to implement effective control, the Association, its agents and assigns, shall have the right to enter to upon any Lot for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Board detracts from the overall beauty and safety of the Property, in accordance with the provisions of Article VIII hereof.

Section 10.10 Casualty Damages. In the event of damage or destruction by fire or other casualty to the improvements on any Lot, the Owner shall commence reconstruction of the improvements within six (6) months from date of casualty and shall repair or rebuild such damaged or destroyed improvements in a good workmanlike manner, within a reasonable time not to exceed one year and in accordance with the provisions of this Declaration. The improvements shall be reconstructed in accordance with the original plans and specifications including color scheme, placement on Lot and materials. All debris must be removed immediately and the Lot shall be restored to an orderly condition within a reasonable time not to exceed sixty (60) days from the date of such damage or destruction.

Section 10.11 No Further Subdivision. No Lot shall be divided, subdivided or reduced in size.

Section 10.12 Trees. No tree or shrub, the trunk of which exceeds four inches in diameter, shall be cut down, destroyed or removed from the Lot without the prior express written consent of the NACC.

Section 10.13 Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any Lot, unless approved by the NACC.

Section 10.14 Signs. No sign of any kind shall be displayed to the public view on any Lot except as may be approved as to size and design and in accordance with criteria established by the ARC.

Section 10.15 Lighting. No external lighting shall be installed without the prior approval of the NACC. No lighting shall be permitted which alters the residential character of Northgate.

Section 10.16 Animals. No animals, livestock, or poultry shall be raised, bred, or kept any where within the Property, except that not more than two dogs, two cats, or two caged birds (or any combination thereof not exceeding two animals) may be kept on Lots provided that such pets are neither dangerous nor a nuisance to the residences of the Property. All animals shall be kept under control by the Owner at all times and leashed when outside the Owners dwelling. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use or purposes. If, in the discretion of the Association, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive or wildlife or Property, they may not thereafter be kept on a Lot.

Section 10.17 Miscellaneous. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Limited Common Area, and no refuge pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. All lots and all portions of the property and any improvements placed thereon, shall at all times be maintained in a neat and attractive condition and landscaping shall be maintained in a neat, attractive and orderly manner, including maintenance of grass, plants, plant beds, trees, turf, proper irrigation and lake edge maintenance, all in a manner with such frequency as is consistent with good property management. In order to implement effective control, the Association, their agents and assigns, shall have the right to enter upon any Lot for the purpose of mowing, pruning, removing, clearing, or cutting underbrush, weeds or other unsightly growth and trash which in the opinion of the Board distracts from the overall beauty and safety of the property in accordance with the provisions of Article VIII hereof. During reconstruction upon any Lot after destruction of the original improvements installed by Developer, any and all vehicles involved in the construction or delivery of materials and supplies to the site shall enter and exit the site only over the driveway or driveway subsurface and shall not park on any roadway or any property other than the Lot on which construction is preceeding. During construction of the dwelling or other improvements, the Owner will be required to maintain his Lot in a clean condition, providing for trash and rubble receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot.

Section 10.18 Fences. Except as originally provided by the Developer, or as approved by the Developer (and the NACC and ARC) to provide visual and acoustical privacy, no fence, wall or other barrier shall be constructed upon any Lot.

Section 10.19 Additional Restrictions. All dwellings constructed within North Gate are also subject to the Architectural Planning Criteria set forth in Exhibit C, as amended from time to time.

Section 10.20 Maintenance of Driveways. Each Lot Owner shall be responsible for maintenance of the driveway serving his Lot.

Section 10.21 Building Setbacks. All dwellings constructed within North Gate shall be setback at least ten feet from the front and rear lot lines.

ARTICLE XI
TRANSFER OF LOTS

Section 11.1 Developer's Right of First Refusal. From the date of this Declaration to and including December 31, 1992, no Lot shall be sold or transferred unless and until the Owner of such Lot has first offered to sell such Lot to Developer and Developer has waived in writing its right to purchase of the Lot.

Section 11.2 Notice to Developer. An Owner intending to make a bona fide sale of Lot or any interest therein shall give to Developer notice of such intention, together with a fully executed copy of the proposed contract of sale ("Proposed Contract"). Within thirty (30) days of receipt of such notice and information, Developer shall either exercise, or waive exercise of, its right of first refusal. If Developer exercises its right of first refusal, it shall within thirty (30) days after receipt of such notice and information, deliver to the Owner an agreement to purchase the Lot upon the following terms:

11.2.1 The price to be paid, and the terms of payment, shall be those stated in the Proposed Contract;

11.2.2 The sale shall be closed within thirty (30) days after the delivery and making of the agreement to purchase. If Developer shall fail to exercise or waive exercise of its right of first refusal within the thirty (30) day period, the Developer's right of first refusal shall be deemed to have been waived and Developer shall furnish a certificate of waiver as hereinafter provided.

Section 11.3 Certificate of Waiver. If Developer shall elect to waive its right of first refusal, or shall fail to exercise the right within thirty (30) days of receipt of the Proposed Contract, Developer shall provide a certificate of waiver in recordable form which shall be delivered to the Proposed Contract purchaser and may be recorded in the public records of St. Johns County, Florida, at the cost of the Lot Owner or Proposed Contract Purchaser.

Section 11.4 Unauthorized Transactions. Any sale of a Lot, or any interest therein without notice to Developer and waiver of Developer's right of first refusal as aforesaid, shall be void.

Section 11.5 Exceptions. The Article XI shall not apply to (i) a transfer to sale by any bank, life insurance company, Federal or State savings and loan association, or real estate investment trust which acquires its title as a result of owning a mortgage upon the Lot concerned, whether or not the title is acquired by deed from the mortgagor or its successors in title or through foreclosure proceedings; (ii) a sale by any such institution which so acquires title; or (iii) any transfer of title to a Lot at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

ARTICLE XII
RIGHTS AND EASEMENTS RESERVED BY DEVELOPER

Section 12.1 Utilities. Developer reserves for itself, its successors, assigns and designees, a right of way and easement to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cable, conduits, storm sewers, sanitary sewers, water mains, gas sewer, water lines, drainage ways, or other public conveniences or utilities, on, in and over any area designated as an easement, private street or right-of-way area, or part of the North Gate Common Property on the plat of North Gate I or on the plat of any property made subject to this Declaration pursuant to Section 3.1 and on, in and over a strip of land within each Lot ten feet in width at the front of each Lot and along the side of each Lot opposite the side on which the residence constructed by the Developer is located.

Section 12.2 Drainage. Drainage flow shall not be obstructed or diverted from drainage easements. Developer or the Sawgrass Association, Inc, may, but shall not be required to, cut drainways for surface water wherever and whenever such action may appear to either of them to be necessary to maintain reasonable standards of health, safety and appearance of the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable standards of health and appearance but shall not include the right to disturb any permanent improvements erected upon a Lot which are not located within the specific easement area designated on the plat or in this Declaration. Except as provided herein, existing drainage shall not be altered so as to divert the flow of water onto an adjacent Lot or into sanitary sewer lines.

Section 12.3 Future Easements. Developer reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any Lots within the Property owned by Developer. In addition, Developer hereby expressly reserves the right to grant easements and rights of way over, under and through the North Gate Common Property so long as Developer shall own any portion of the Property. The easements granted by Developer shall not materially or adversely affect any improvements or unreasonably interfere with the enjoyment of the North Gate Common Property.

Section 12.4 Cable Television or Radio. Developer reserves for itself, and its successors and assigns, an exclusive easement for the installation, maintenance and supply of radio and television cables within the rights of way and easement areas on the recorded plat of the Property.

Section 12.5 Easements for Maintenance Purposes. The Developer reserves for itself, the Association and Sawgrass Association, Inc., their agents, employees, successors or assigns an easements, in, on, over and upon each Lot and the North Gate Common Property as may be reasonably necessary for the purpose of preserving, maintaining or improving marsh areas, lakes, hammocks, wildlife preserves or other areas, the maintenance of which may be required to be performed by the Developer, Association or Sawgrass Association, Inc.

Section 12.6 Developer Rights re Temporary Structures, Etc. Developer reserves the right for itself, its successors, assigns, nominees and grantees, the rights to erect and maintain such temporary dwellings, model houses and/or other structures upon Lots owned by the Developer, which it may deem advisable for development purposes and to do all acts reasonably necessary in connection with the construction and sale of improvements on the Lots within North Gate. Nothing contained in this

Declaration shall be construed to restrict the foregoing rights of Developer.

Section 12.7 Sidewalks. Developer reserves for itself and the Master Association, their agents, employees, designees, successors and assignees, an easements in, on, over and upon Parcels C, D, E, F, G, H and J as shown on the plat of North Gate for construction and installation of, and ingress and egress upon paths, bike paths and/or sidewalks located thereon.

Section 12.8 Reservation of Right to Release Restrictions. In each instance where a structure has been erected, or the construction thereof is substantially advanced, in such a manner that some portion of the structure encroaches upon any Lot line or easement area, Developer reserves for itself the right to release the Lot from the encroachment and to grant an exception to permit the encroachment by the structure over the Lot line, or in the easement area without the consent or joinder of any person irrespective of who owns the burdened Lot or easement areas, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots and the overall appearance of the Property. Upon granting of an exception to an Owner, copies of such grant shall be forwarded to adjacent Owners and shall be binding upon all subsequent Owners of the affected Lots.

Section 12.9 Golf Easement. Developer reserves for itself, its successors, assigns and designees, an easement upon the Property to permit the doing of every act necessary and proper to the playing of golf on the golf course area lying near or adjacent to the Property. These acts shall include, but not be limited to, the recovery of golf balls provided such golf balls can be recovered without damaging the Property; the flight of golf balls over and upon the Lots; the use of necessary and usual equipment upon such golf course; the usual and common noise level created by the playing of the game of golf; together with all other common and usual activities associated with the game of golf and with all the normal and unusual activities associated with the operation of a golf club.

ARTICLE XIII
RIGHTS GRANTED BY DEVELOPER

Section 13.1 Roadways. All of the Property designated on the plat of Sawgrass Unit One recorded in Map Book 12, pages 3 through 18, of the current public records of St. Johns County, Florida, as parcels A, B, and D and the Property designated as Parcels B and C on the plat of North Gate I recorded in Map Book 15, pages 16 through 21 of the current public records of St. Johns County, Florida (the "Roadways") are and shall remain privately owned and the sole and exclusive property of Arvida Corporation, its successors, assigns, grantees or nominees, if any, of said parcels. Arvida Corporation, however, hereby grants subject to the reservations contained in this Article XIII to the present and future owners of Lots and their guests, invitees and domestic help, and to delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized by the Developer or Sawgrass Association, Inc. to serve the Property, holders of mortgage liens on any Lot and such other persons as the Developer or Sawgrass Association, Inc. has designated or may from time to time designate, the non-exclusive and perpetual right of ingress and egress over and across the Roadways, subject, however, to the right of Developer, its successors, assigns, grantees or nominees, to install, erect, construct and maintain utility lines and facilities in the Roadways. Provided, however, notwithstanding the foregoing provisions of this Section 13.1, Developer reserves and shall have the unrestricted and absolute right to

deny ingress to any person who, in the opinion of Developer, may create or participate in a disturbance or nuisance on any part of the Property or on any land of Developer lying adjacent to or near the Property or on any other area shown on the plat. Developer shall have the right, but no obligation, from time to time to control and regulate all types of traffic on the Roadways, including the right to prohibit use of the Roadways by traffic or vehicles (including and without limitation motorcycles and "go carts") which in the sole opinion of the Developer would or might result in damage in the Roadways or pavement or other improvements on or create a nuisance for the residents and the right, but no obligation to control and prohibit parking on all or any part of Roadways. Developer shall have the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other things natural or artificial, placed on or located on any Lot, if the location of the same will in the sole judgement and opinion of the Developer, obstruct the vision of a motorist upon any of the Roadways. In the event and to the extent that the parcels referred to in this Section 13.1 or easements over and across said parcels for ingress and egress shall be dedicated to or otherwise acquired by the public, the preceding provisions of this Section 13.1 thereafter shall be of no further force or effect.

Section 13.2 Rights of Developer to Alter Roadways. Developer and its successors and assigns shall have the sole and absolute right at any time, with the consent of the Board of County Commissioners of St. Johns County or the governing body of any municipality or other governmental body or agency then having jurisdiction over the Property to dedicate to the public all or any part of the roadways and all or any part of the easements reserved herein (including those shown on the plat). In addition, Arvida Corporation shall have the right to redesignate, relocate or close any part of the roadways as described in Section 13.1 without the consent or joinder of any party so long as no Lot is denied reasonable access to a public dedicated street or highway by such redesignation, relocation or closure.

Section 13.3 Sidewalks. Each Owner and Developer shall have a non-exclusive right to use the paths, bike paths and sidewalks as they now or hereafter exist located within the Property for ingress and egress through out the Property. No improvements of any kind will be constructed or placed upon such paths, bike paths and sidewalks without the written approval of the NACC, and no vehicles will be parked upon the sidewalks at any time without the written approval of the Association.

ARTICLE XIV UTILITY PROVISIONS

Section 14.1 Water System. The central water supply system provided for the service of North Gate shall be used as sole source of potable water for all water spigots and outlets located within or on all buildings and improvements located on each Lot. Each Owner shall pay water meter charges established or approved by Developer or other supplier thereof and shall maintain and repair all portion of such water lines located within the boundaries of his Lot. No individual water supply system or well for consumptive purposes shall be permitted on any Lot.

Section 14.2 Irrigation System. Irrigation for the North Gate Common Property shall be provided and maintained by the Association. Each Lot shall be provided with an irrigation system as part of the original improvements installed by Developer. The Lot Owner shall be solely responsible for the maintenance of the system located on his Lot and for any cost incurred in obtaining a water supply to the system.

Section 14.3 Sewage System. The central sewage system provided for the service of North Gate shall be used as the sole sewage system for each Lot. Each Owner shall maintain and repair all portions of such sewer lines located within the boundaries of his Lot and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal service made by the operator thereof. No sewage shall be discharged onto the open ground or into any marsh, lake, pond, park, ravine, drainage ditch or canal or roadway and no septic tank or drain field shall be placed or allowed within North Gate.

Section 14.4 Garbage Collection. Garbage, trash and rubbish shall be removed from the Lots only by parties or companies approved by the Sawgrass Association, Inc. Each Owner shall pay when due the periodic charges or rate for such garbage collection service made by the party or company providing the same.

Section 14.4 Electrical and Telephone Service. All telephone, electric and other utilities lines and connections between the main or primary utilities lines and the residence and the other buildings located on each Lot shall be concealed and located underground so as not to be visible and in such a manner as shall be acceptable to the governing utility authority.

ARTICLE XV
GENERAL PROVISIONS

Section 15.1 Duration and Remedies for Violation. The covenants and restrictions of this Declaration shall run with title to and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the Association, Sawgrass Association, Inc. or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time these Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument executed by the President and Secretary of the Association upon approval by the Owners holding not less than two-thirds (2/3) of the voting interests of the membership has been recorded, agreeing to change or terminate the Covenants and Restrictions in whole or in part. Violation or breach of any condition, covenant or restriction herein contained shall give the Developer and/or Association and/or Owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel compliance with the terms of these conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of this Declaration. Expenses of litigation shall include reasonable attorneys' fees incurred by Developer, the Association or both in seeking such enforcement.

Section 15.2 Notices. Any notice required to be sent to any member, Owner, or the Developer under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postage paid, to the last known address of the person who appears as member or Owner on either the records of the Association or the public records of St. Johns County, Florida at the time of such mailing. Notices to the Association shall be sent in the manner described above to the registered office of the Association.

Section 15.3 Severability. Invalidation of any portion of this Declaration by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 15.4 Amendment. This Declaration may be amended at any time as follows:

15.4.1 The text of the amendment must be included in the notice of a duly called meeting of the Owners.

15.4.2 The amendment must be approved by the Owners of at least two-thirds of the Lots within North Gate signifying their approval by signing a copy of the amendment. The number of Lots owned by each Owner shall be indicated next to his signature on the copy of the amendment.

15.4.3 Upon approval of the amendment by the Owners, the President shall execute and the Secretary shall attest to a copy of the amendment which document shall be recorded in the public records of St. Johns County, Florida.

15.4.4 Notwithstanding the foregoing, so long as the Developer is the Owner of any Lot or any property subject to this Declaration or amendment thereto, no amendment shall be effective without the Developer's express written joinder and consent.

15.4.5 Further, the Developer specifically reserves the absolute and unconditional right so long as it owns any Lot(s) to amend this Declaration to conform to the requirements of the Federal Home Loan Mortgage Corporation, Veterans Administration, Federal National Mortgage Association or any other generally recognized institution involved in the purchase and sale of home loan mortgages or to clarify the provisions herein, without the consent of joinder of any party.

Section 15.5 Usage. Whenever used the singular shall include the plural and the singular, and the use of any gender shall include all genders.

Section 15.6 Effective Date. This Declaration shall become effective upon its recordation in the Public Records of St. Johns County, Florida.

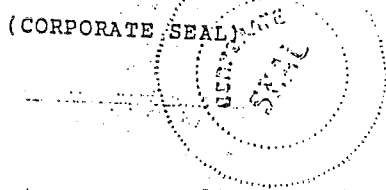
IN WITNESS WHEREOF, the Developer has caused these presents to be executed as required by law on this, the day and year first above written.

Signed, sealed and delivered in the presence of:

John Metcalf
Catherine W. Smith

ARVIDA CORPORATION

BY: [Signature]



STATE OF FLORIDA)
COUNTY OF ST. JOHNS)

The foregoing Declaration of Covenants and Restrictions for North Gate was acknowledged before me this 20th day of January, 1983, by Peter S. Rummell, Vice President of ARVIDA CORPORATION, a Delaware corporation, on behalf of the corporation.

(Notarial Seal)

Catherine W. Smith
Notary Public, State of Florida at Large
My Commission Expires: 01/11/84
NOTARY PUBLIC, STATE OF FLORIDA
My commission expires Nov. 12, 1984

FIRST

AMENDMENT

REC 012 PAGE 111

FIRST AMENDMENT TO DECLARATION

OF COVENANTS AND RESTRICTIONS

FOR NORTH GATE

This amendment to the Declaration of Covenants and Restrictions for North Gate dated February 9, 1983 is made by Arvida Corporation, a Delaware Corporation, the owner of fee simple title to all of the real property included within North Gate I as described on the plat recorded in Map Book 15, pages 16 through 21, of the Public Records of St. Johns County, Florida ("North Gate I").

WHEREAS, Arvida Corporation executed the Declaration of Covenants and Restrictions for North Gate on January 20, 1983 (the "Declaration") and caused the Declaration to be recorded in Official Records Book 572, pages 674 through 710, of the Public Records of St. Johns County, Florida; and

WHEREAS, Arvida Corporation submitted all of the property included within North Gate I to the Declaration; and

WHEREAS, Article II, Section 2.11 of the Declaration defines the North Gate Common Property to specifically include Parcel K as shown on the plat of North Gate I ("Parcel K"); and

WHEREAS, Arvida Corporation's plans to construct a pool and changing area on Parcel K for the use and benefit of the residents of North Gate I have changed and Arvida Corporation is no longer certain of its land use plans for Parcel K; and

WHEREAS, Arvida Corporation wishes to preserve flexibility in determining the use of Parcel K and therefore wishes to withdraw Parcel K from the scheme of development contemplated by the Declaration and to free such Parcel K from the terms, conditions, limitations, covenants and restrictions of the Declaration; and

WHEREAS, Arvida Corporation desires to retain the right to resubmit Parcel K to the scheme of development contemplated by the Declaration either as a part of the North Gate Common property or as land to be used for residential lots; and

WHEREAS, Article III, Section 3.1 of the Declaration specifically allows Arvida Corporation, as the developer, to amend the Declaration without the joinder of any party and withdraw lands from the scheme of development of the Declaration provided only that (a) all lands remaining subject to the Declaration after withdrawal are contiguous, and (b) the withdrawal of such land shall not, without the joinder or consent of a majority of the members of the Association, materially increase the pro rata share of the Association expenses payable by the owners of property remaining subject to the Declaration after such withdrawal; and

WHEREAS, the conditions for withdrawal of property under the terms of Article III, Section 3.1 of the Declaration as described above are met as to Parcel K.

NOW, THEREFORE, Arvida Corporation states and declares that Parcel K as described on the plat of North Gate I as recorded in Map Book 15, pages 16 through 21 of the Public Records of St. Johns County, Florida is hereby withdrawn from the scheme of development contemplated by the Declaration and shall not be subject to any of the terms, conditions, limitations, covenants or restrictions of the Declaration. Provided, however, that Arvida Corporation specifically reserves the right to resubmit Parcel K to the scheme of development contemplated by the

Declaration either as a part of the North Gate Common Property or for use as residential lots. In the event that Arvida Corporation decides to resubmit Parcel K to the Declaration as a portion of the North Gate Common Property, Arvida Corporation shall specifically have the right, but no obligation, to construct a pool and changing area thereon and the Association, as defined in the Declaration, shall accept maintenance responsibilities for such pool and changing area or, such open space or other recreational area notwithstanding that such additional maintenance responsibility may materially increase the pro rata share of Association expenses payable by the owners of property subject to the Declaration. Article III, Section 3.1 of the Declaration is hereby amended to the extent necessary to allow such resubmission of Parcel K to the Declaration and to allow acceptance of maintenance responsibility by the Association for any pool or changing area that Arvida Corporation may construct upon such Parcel K for the use and benefit of the residents of North Gate. This amendment to the Declaration of Covenants and Restrictions for North Gate shall become effective upon the date of recording. Except as amended hereby, the Declaration of Covenants and Restrictions for North Gate shall remain in full force and effect as written.

IN WITNESS WHEREOF, the undersigned has executed this amendment as of the date hereof, and this amendment shall be deemed dated as of the day and year first above written.

Signed, sealed and delivered in the presence of:

ARVIDA CORPORATION

John Metcalf
Dr. Lynn Rappas

By: Peter S. Rummell
Peter S. Rummell,
Vice President

[CORPORATE SEAL]

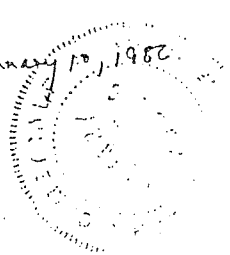


STATE OF FLORIDA)
)ss
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me this 9th day of February, 1983, by Peter S. Rummell, Vice President of Arvida Corporation, a Delaware corporation, on behalf of the corporation.

John G. Metcalf
Notary Public, State of Florida
at Large.

My Commission Expires: January 10, 1985



289N

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

1983 FEB 21 PM 12:37

Paul "Bud" Mankel
CLERK OF CIRCUIT COURT

VERIFIED BY
JVM

SECOND

AMENDMENT

FOR NORTH GATE

This amendment to the Declaration of Covenants and Restrictions for North Gate dated March 23d, 1983 is made by Arvida Corporation, a Delaware corporation, the owner of fee simple title to all of the real property included within North Gate I as described on the plat recorded in Map Book 15, pages 16 through 21, of the Public Records of St. Johns County, Florida ("North Gate I").

1. Background.

A. Arvida Corporation executed the Declaration of Covenants and Restrictions for North Gate on January 20, 1983 (the "Declaration") and caused the Declaration to be recorded in Official Records Book 572, pages 674 through 710, of the Public Records of St. Johns County, Florida, and submitted all of the property included within North Gate I to the Declaration. Subsequently, a certain portion of North Gate I was withdrawn from the scheme of development contemplated by the Declaration by amendment dated February 9, 1983 and recorded in Official Records Book 572, pages 711 through 712, of the Public Records of St. Johns County, Florida.

B. Arvida Corporation's plans for the development of North Gate call for construction by Arvida or its subcontractors of zero lot line housing prior to conveyance of individual lots to members of the public. Under current design plans, the walls of many of the dwelling units will be located on or near the lot lines and, as a result, the eaves of such units will encroach upon adjacent lots. In addition, court yard walls connecting units will cross lot lines. These encroachments will not interfere with the use and enjoyment of the lots encroached upon or adversely affect the health and safety of Owners, the value of Lots encroached upon or the overall appearance of the Property. Under Article XII, Section 12.8 of the Declaration, the developer retained the right to grant exceptions for certain encroachments across lot lines. Under Section 12.8, however, a separate exception would have to be granted for each encroachment and, since such encroachments will be common within the subdivision, Arvida Corporation, as the developer of North Gate wishes to expressly provide for and allow such encroachments without the necessity of executing numerous documents granting exceptions. Arvida Corporation currently owns all of the lots and other property within North Gate.

2. Amendment of Declaration.

Arvida Corporation states and declares that the Declaration is hereby amended to include under Article IV the following Section 4.5:

Section 4.5 Easements For Eaves, Court Yard Walls and Other Projections. As the nature of "Zero" lot line housing permits construction of dwelling units on or near lot lines, the eaves and other similar projections of some dwelling units in North Gate as constructed by Developer may encroach upon adjacent Lots. Therefore, the Developer hereby reserves and the Owner of each Lot (for purposes of this section 4.5, the "Servient Lot"), by acceptance of his deed, grants to the Owner of each adjacent Lot (for purposes

THIS INSTRUMENT PREPARED BY:
JOHN G. METCALF
PAPPAS & MOORHOUSE
1901 INDEPENDENT SQUARE
JACKSONVILLE, FLORIDA 32202

of this Section 4.5, the "Dominant Lot") a perpetual easement over such portion of each Survient Lot as is necessary to accomodate the eaves and other similar projections as originally constructed by the Developer to permit the existence of such encroachments. The easement granted hereby, however, shall not intrude more than five (5) feet into any Survient Lot. In the event of destruction of the dwelling on the Dominant Lot, the easement granted hereby shall permit the eaves and other similar projections of any replacement dwelling constructed on the Dominant Lot in accordance with this Declaration to encroach upon the adjacent Survient Lots to the same extent as the dwelling originally constructed on the Dominant Lot by the Developer.

Arvida Corporation states and declares that the Declaration is further amended to substitute the following revised Section 4.2 for Section 4.2 under Article IV:

Section 4.2 Common Walls. The Owner of each Lot (for purposes of this section 4.2, the "Suvient Lot"), by acceptance of his deed, grants to the Owner of each adjacent Lot (for purposes of this section 4.2, the "Dominant Lot") the right and easement to use any exterior wall of a residence located on the Survient Lot which faces the Dominant Lot and which is located on or within two (2) feet of the Lot line between them (the "Common Wall"), for support of the Dominant Lot owner's hanging plants, shelves, and other similar structures approved by the NACC (as hereinafter defined) so long as the same will not structurally injure the supporting wall and the right to use any portion of the Survient Lot lying between the Lot line and the Common Wall as a portion of the yard of the Dominant Lot. Maintenance of the exterior of the wall of each Survient Lot, of any structure affixed thereto by the Owner of the Dominant Lot, and of any portion of the Survient Lot lying between the Lot line and the Common Wall shall be the sole responsibility of the Owner of the Dominant Lot. The Owner of the Dominant Lot shall be responsible for any damage of the residence located on the Survient Lot occasioned by the affixment. Upon removal of the structures, the owner of the Dominant Lot shall return the wall to its original condition, less normal wear and tear. Further, the Owner of the Dominant Lot shall not use the wall of the Survient Lot in a way which interferes with the Survient Lot Owner's use and enjoyment of the interior of his residence.

This amendment to the Declaration of Covenants and Restrictions for North Gate shall become effective upon the date of recording. Except as amended by the First Amendment to the Declaration of Covenants and Restrictions for North Gate and as further amended hereby, the Declaration of Covenants and Restrictions for North Gate shall remain in full force and effect as written.

IN WITNESS WHEREOF, the undersigned has executed this amendment as of the date hereof, and this amendment shall be deemed dated as of the date and year first above written.

Signed, sealed and delivered in the presence of:

ARVIDA CORPORATION

Sheryl O. Smith
Lou S. Moorhouse

By: *Peter S. Rummell*
Peter S. Rummell
Vice President.



[CORPORATE SEAL]

STATE OF FLORIDA)
)ss
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me
this 23^d day of March, 1983, by Peter S. Rummell,
Vice President of Arvida Corporation, a Delaware corporation, on
behalf of the corporation.

Shirley P. Smith
Notary Public, State of Florida
at Large.
My Commission Expires: 8/4/85

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

ST. JOHNS COUNTY
1983 MAR 28 AM 10:53

Carl "Bud" Markel
CLERK OF DISTRICT COURT

VERIFIED BY
JVM

THIRD
AMENDMENT

THIRD AMENDMENT TO DECLARATION
OF COVENANTS AND RESTRICTIONS
FOR NORTH GATE

DEF REC 586 PAGE 821

This amendment to the Declaration of Covenants and Restrictions for North Gate dated May 25, 1983 is made by Arvida Corporation, a Delaware corporation, the owner of fee simple title to all of the real property included within North Gate I as described on the plat recorded in Map Book 15, pages 16 through 21, of the Public Records of St. Johns County, Florida ("North Gate I").

1. Background.

A. Arvida Corporation executed the Declaration of Covenants and Restrictions for North Gate on January 20, 1983 (the "Declaration") and caused the Declaration to be recorded in Official Records Book 572, pages 674 through 710, of the Public Records of St. Johns County, Florida, and submitted all of the property included within North Gate I to the Declaration. Subsequently, a certain portion of North Gate I was withdrawn from the scheme of development contemplated by the Declaration by amendment dated February 9, 1983 and recorded in Official Records Book 572, pages 711 through 712, of the Public Records of St. Johns County, Florida. Arvida Corporation currently owns all of the lots and other property within North Gate. An additional amendment to the Declaration was recorded in Official Records Book 577, pages 533 through 535 of the Public Records of St. Johns County, Florida.

B. Subsequent to recordation of the Declaration and the amendments described above Arvida Corporation discovered that a minor error had been made in platting North Gate I. As no lots have been conveyed in reliance upon the original plat the error was corrected by replatting of a portion of North Gate I to make minor changes in the location and dimensions of the lots and of various parcels shown on the original plat. The lots and the parcels that were altered by the replat include lots 1 through 28, parcel A and parcels C through K. The boundaries of the partial replat of North Gate I lie entirely within parcel A of North Gate I, as shown on the original plat. All conveyances of lots to be made in the future shall be made in reference to the replat of North Gate I recorded in Map Book 15, pages 33 through 36, of the Public Records of St. Johns County, Florida. Arvida Corporation therefore wishes to amend the Declaration to change certain legal descriptions contained therein to conform to the replat of North Gate I and to withdraw certain property from the scheme of development contemplated by the Declaration in accordance with Section 3.1 of the Declaration.

2. Amendment of Declaration.

Arvida Corporation states and declares that the Declaration is hereby amended as follows:

A. The second sentence of Section 2.11 of Article II of the Declaration is hereby amended to read as follows: "North Gate common property specifically includes parcels C, D, E, F, G, and H as shown on the North Gate I Replat recorded in Map Book 15, pages 33 through 36, of the Public Records of St. Johns County, Florida".

In addition, the last word in the forth line from the end of Section 2.11 of Article II of the

THIS INSTRUMENT PREPARED BY:
JOHN G. METCALF
PAPPAS & MOORHOUSE
1901 INDEPENDENT SQUARE
JACKSONVILLE, FLORIDA 32202

Declaration is hereby deleted and a period is inserted in its place and the last three lines of Section 2.11 of Article II of the Declaration are hereby deleted.

B. Parcel J as shown on the plat of North Gate I recorded in Map Book 15, pages 16 through 21, of the Public Records of St. Johns County, Florida is hereby withdrawn from the scheme of development contemplated by the Declaration in accordance with the provisions of Article III, Section 3.1 thereof.

C. The first sentence of Section 13.1 of Article XIII of the Declaration is hereby amended to read as follows: "all of the Property designated on the plat of Sawgrass Unit One recorded in Map Book 12, pages 3 through 18, of the Public Records of St. Johns County, Florida, as parcels A, B, and D, the property designated as parcel B on the Plat of North Gate I recorded in Map Book 15, pages 16 through 21, of the Public Records of St. Johns County, Florida and the property designated as Parcel C on the North Gate I Replat recorded in Map Book 15, pages 33 through 36, of the Public Records of St. Johns County, Florida (the "Roadways") are and shall remain privately owned and the sole and exclusive property of Arvida Corporation, its successors, assigns, grantees or nominees, if any, of said parcels."

This amendment to the Declaration of Covenants and Restrictions for North Gate shall become effective upon the date of recording. Except as amended by the First and Second Amendments to the Declaration of Covenants and Restrictions for North Gate and as further amended hereby, the Declaration of Covenants and Restrictions for North Gate shall remain in full force and effect as written.

IN WITNESS WHEREOF, the undersigned has executed this amendment as of the date hereof, and this amendment shall be deemed dated as of the date and year first above written.

Signed, sealed and delivered in the presence of:

ARVIDA CORPORATION

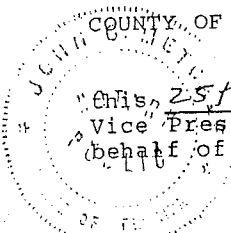
John G. Metcalf
Kania M. Powell

By: Peter S. Rummell
Peter S. Rummell,
Vice President

[CORPORATE SEAL]

STATE OF FLORIDA)
)ss
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me this 25th day of May, 1983, by Peter S. Rummell, Vice President of Arvida Corporation, a Delaware corporation, on behalf of the corporation.



John Metcalf
Notary Public, State of Florida
at Large.

My Commission Expires:

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

1983 JUN -1 PM 4: 25
343Z

Paul "Bud" Marshall
CLERK OF CIRCUIT COURT

46

VERIFIED BY
Dms

FOURTH
AMENDMENT

OF COVENANTS AND RESTRICTIONS

FOR NORTH GATE

This amendment to the Declaration of Covenants and Restrictions for North Gate dated May 25, 1983 is made by Arvida Corporation, a Delaware corporation, the owner of fee simple title to all of the real property included within the North Gate I Replat as described on the plat recorded in Map Book 15, pages 33 through 36, of the Public Records of St. Johns County, Florida ("North Gate I") and the real property included within North Gate II and described on the plat recorded in Map Book 15, pages 37 through 39, of the Public Records of St. Johns County, Florida ("North Gate II").

1. Background.

A. Arvida Corporation executed the Declaration of Covenants and Restrictions for North Gate on January 20, 1983 (the "Declaration") and caused the Declaration to be recorded in Official Records Book 572, pages 674 through 710, of the Public Records of St. Johns County, Florida. Arvida Corporation currently owns all of the lots and other property subject to the Declaration.

B. Arvida Corporation's plans for the development of North Gate call for construction by Arvida or its subcontractors of zero lot line housing prior to conveyance of individual lots to members of the public. Under current design plans, the walls of many of the dwelling units will be located on or near the lot lines. Due to concern for fire safety, St. Johns County has requested that the Declaration be amended to require spacing between structures of at least ten feet unless certain fire walls are installed.

2. Amendment of Declaration.

Arvida Corporation states and declares that the Declaration is hereby amended to add the following two sentences to Section 10.3 of Article X:

Except as provided below, although one wall of each structure to be constructed in North Gate may be located on or near a side lot line (the "Zero Lot Line Wall") except as provided below, each structure in North Gate shall be setback at least ten (10) feet from one side lot line (the "Non Zero Lot Line"). This restriction shall not prohibit construction by the developer of privacy walls connecting dwelling units nor shall this restriction apply to any portion of the subdivision within which Zero Lot Line Walls are required to be one (1) hour or greater fire walls.

This amendment to the Declaration of Covenants and Restrictions for North Gate shall become effective upon the date of recording. Except as amended by the First, Second and Third Amendments to the Declaration of Covenants and Restrictions for North Gate and as further amended hereby, the Declaration of Covenants and Restrictions for North Gate shall remain in full force and effect as written.

IN WITNESS WHEREOF, the undersigned has executed this amendment as of the date hereof, and this amendment shall be

THIS INSTRUMENT PREPARED BY:
JOHN G. PAPPAS
1901 WIDE JARE
JACKSONVILLE, FLORIDA 32202



deemed dated as of the date and year first above written.

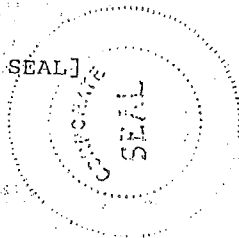
Signed, sealed and delivered in the presence of:

ARVIDA CORPORATION

John G. Metcalf
Phanna M. Palmer

By: Peter S. Rummell
Peter S. Rummell,
Vice President

[CORPORATE SEAL]

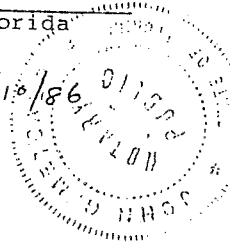


STATE OF FLORIDA)
)ss
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me this 25 day of May, 1983, by Peter S. Rummell, Vice President of Arvida Corporation, a Delaware corporation, on behalf of the corporation.

John G. Metcalf
Notary Public, State of Florida
at Large.

My Commission Expires: 1/10/86



FILED AND RECORDED IN
PUBLIC RECORDS OF
ST. JOHN COUNTY, FLORIDA

1983 JUN -1 PM 4:25

3387 Carl "Earl" Munkel
CLERK OF CIRCUIT COURT

48

VERIFIED
ms

FIFTH
AMENDMENT

FIFTH AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS
FOR NORTHGATE HOMEOWNER'S ASSOCIATION

THIS AMENDMENT to the Declarations of Covenants and Restrictions, for Northgate, dated 13 day of April, 1995, is made by Northgate Homeowners Association, a Florida corporation, to run contiguous with the real property included within Northgate I Replat, as described on the plat recorded in Mapbook 15, Pages 33 through 36, of the Official Public Records of St. Johns County, Florida (Northgate I), and the real property included within Northgate II, and described on the plat recorded in Mapbook 15, Pages 37 through 39, of the Official Public Records of St. Johns County, Florida, (Northgate II).

1. BACKGROUND

A. A Declaration of Covenants and Restrictions for Northgate have been executed on January 20, 1983, and recorded in the Official Records Book 572, Pages 674, et seq., of the Public Records of St. Johns County, Florida.

B. The amendment herein, constitutes the Association's desire and intent to correct a situation, whereby the owner of a Dominant Lot (as defined in Section 4.2 of the Covenants and Restrictions), may be required to maintain the exterior of a wall not belonging to it, contrary of the intent of the provisions of said Section 4.2, as well as to clarify the inclusion of lot line fencing as being a "common wall" under the terms and definitions of Section 4.2. An amendment is required to accomplish said intent.

2. AMENDMENT OF DECLARATION

A. Article 4, Section 4.2, shall be hereby amended as follows:

SECTION 4.2

The owner of each lot (for purposes of this Section 4.2, the "Servient Lot"), by acceptance of his deed, grants to the owner of each adjacent lot (for purposes of this Section 4.2, the "Dominant Lot"), the right and easement to use any exterior wall of a residence or lot line fencing, located on the Servient Lot which faces the Dominant Lot, and which forms a common wall between them, whether or not located solely on the Servient Lot, for support of the Dominant Lot owners hanging plants, shelves, or other similar structures approved by the NACC (as hereinafter defined) so long as same will not structurally injure the supporting wall or fence. Maintenance of the exterior of the wall or fence of each Servient Lot shall remain the sole responsibility of the owner of the Servient Lot. Maintenance herein is defined as ordinary care, painting, and upkeep. Maintenance of the attached structure affixed by the Dominant Lot owner, and any repairs required to the wall caused by said structure's attachment thereto, shall be the sole responsibility of the owner of the Dominant Lot. The owner of the Dominant Lot shall be solely responsible for any damage of the residence located on the Servient Lot occasioned by the affixment. Upon removal of the attached structure or affixment, the owner of the Dominant Lot shall return the wall to

its original condition, less normal wear and tear. Further, the owner of the Dominant Lot shall not use the wall of the Servient Lot in any way which interferes with the Servient Lot owner's use and enjoyment of the interior of his residence.

This Amendment to the Declaration of Covenants and Restrictions for Northgate shall become effective upon the date of recording. Except as amended, the Declaration of Covenants and Restrictions for Northgate will remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has execute this Amendment as of the date hereof, and this Amendment shall be deemed dated as of the date and year first above written.

Signed, sealed, and delivered in the presence of:

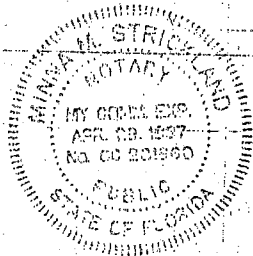
C.P. Connolly

John J. Edwards
By: President, Northgate Homeowner's Association, Inc.

Minna M. Strickland

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 13 day of April, 1995, by John J. Edwards, who is personally known to me and who did/did not take and oath.



Minna M. Strickland
Notary Public
Minna M. Strickland

SIXTH
AMENDMENT

SIXTH AMENDMENT TO DECLARATIONS OF COVENANTS AND RESTRICTIONS
FOR NORTHGATE HOMEOWNER'S ASSOCIATION

THIS AMENDMENT to the Declarations of Covenants and Restrictions, for Northgate, dated 11th day of April, 1996, is made by Northgate Homeowners Association, a Florida corporation, to run contiguous with the real property included within Northgate I Replat, as described on the plat recorded in Mapbook 15, Pages 33 through 36, of the Official Public Records of St. Johns County, Florida (Northgate I), and the real property included within Northgate II, and described on the plat recorded in Mapbook 15, Pages 37 through 39, of the Official Public Records of St. Johns County, Florida, (Northgate II).

1. BACKGROUND

A. A Declaration of Covenants and Restrictions for Northgate have been executed on January 20, 1983, and recorded in the Official Records Book 572, Pages 674, et seq., of the Public Records of St. Johns County, Florida.

B. The amendment herein, constitutes the Association's desire and intent to correct a situation, whereby the owner of a Dominant Lot (as defined in Section 4.2 of the Covenants and Restrictions), may be required to maintain the exterior of a wall not belonging to it, contrary of the intent of the provisions of said Section 4.2, as well as to clarify the inclusion of lot line fencing as being a "common wall" under the terms and definitions of Section 4.2. An amendment is required to accomplish said intent.

2. AMENDMENT OF DECLARATION

A. Article 4, Section 4.2, shall be hereby amended as follows:

SECTION 4.2

The owner of each lot (for purposes of this Section 4.2, the "Servient Lot"), by acceptance of his deed, grants to the owner of each adjacent lot (for purposes of this Section 4.2, the "Dominant Lot"), the right and easement to use any exterior wall of a residence or lot line fencing, located on the Servient Lot which faces the Dominant Lot, and which for its entire length, lies on or within two (2) feet of the Lot line between them (the "Common Wall"), for support of the Dominant Lot owners hanging plants, shelves, or other similar structures approved by the NACC (as hereinafter defined) so long as same will not structurally injure the supporting wall or fence. Maintenance of the exterior of the wall or fence of each Servient Lot shall remain the sole responsibility of the owner of the Servient Lot. Maintenance herein is defined as ordinary care, painting, and upkeep. Maintenance of the attached structure affixed by the Dominant Lot owner, and any repairs required to the wall caused by said structure's attachment thereto, as well as maintenance of any portion of the Servient Lot lying between the Lot line and the Common Wall, shall be the sole responsibility of the owner of the Dominant Lot. The owner of the Dominant Lot shall be solely responsible for any damage of the residence located on the Servient Lot occasioned by the affixment.

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Clerk# 96013984 O.R. 1168 PG 190 11:08AM 04/24/96
Recording \$9.00 Surcharge \$1.50

NORTHGATE HOA
303 Sangregrass Village Cir.
POINTE VENZA FL 32082

Upon removal of the attached structure or affixment, the owner of the Dominant Lot shall return the wall to its original condition, less normal wear and tear. Further, the owner of the Dominant Lot shall not use the wall of the Servient Lot in any way which interferes with the Servient Lot owner's use and enjoyment of the interior of his residence.

This Amendment to the Declaration of Covenants and Restrictions for Northgate shall become effective upon the date of recording. Except as amended, the Declaration of Covenants and Restrictions for Northgate will remain in full force and effect.

IN WITNESS WHEREOF, the undersigned has execute this Amendment as of the date hereof, and this Amendment shall be deemed dated as of the date and year first above written.

Signed, sealed, and delivered in the presence of:

John Folevar

Robert Sandala
By: Robert Sandala
President, Northgate Homeowner's Association, Inc.

Katherine M. Lajo

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 11th day of April, 1996, by Robert Sandala, who is personally known to me and who ~~did~~/did not take and oath.



LYNNETTE WHITE
My Commission CC429393
Expires Dec. 26, 1998
Bonded by HAI
800-422-1555

Lynnette White
Notary Public

SEVENTH AMENDMENT TO DECLARATIONS OF
COVENANTS AND RESTRICTIONS OF
NORTHGATE HOMEOWNER'S ASSOCIATION

This Amendment to the Declarations of Covenants and Restrictions for Northgate, dated the 31st day of December 2001, is made by Northgate Homeowner's Association, a Florida corporation, to run contiguous with the real property included within Northgate I Replat, as described on the Plat recorded in Map Book 15, pages 33-36 of the Official Public Records of St. Johns County, Florida (Northgate I), and the real property included within Northgate II, and described on the Plat recorded in Map Book 15, pages 37-39 of the Official Public Records of St. Johns County, Florida (Northgate II).

1. BACKGROUND

A. Declaration of Covenants and Restrictions for Northgate has been executed on January 20, 1983, and recorded in the Official Records Book 572, Pages 674, et seq., of the Public Records of St. Johns County, Florida.

B. The Amendment herein, constitutes the Association's desire and intent to add an additional restriction upon the property to limit rental and leasing of properties. An Amendment is required to accomplish said intent.

2. AMENDMENT OF DECLARATION

A. Article 10, Section 10.22 shall be added as follows:

Section 10.22

Leasing and Renting. Any lot may be leased or rented without prior approval of the Board of Directors, however, no Lease Agreement or Rental Agreement shall be for a period of time of less than twelve (12) months. This

Amendment shall not be construed so that it deprives any owner of a lot at the time of the adoption of this Amendment of any valuable property right that existed at the time they purchased their unit.

This Amendment to the Declarations of Covenants and Restrictions for Northgate shall become effective upon the date of recording. Except as amended, the Declarations of Covenants and Restrictions for Northgate will remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date hereof, and this Amendment shall be deemed dated as of the date and year first above written.

Signed, sealed, and delivered
In the presence of;

[Signature]

Kenneth J. Calcaterra

By:
President, Northgate Homeowner's
Association, Inc.

C.P. Connolly

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 19 day of December, 2001, by Kenneth J. Calcaterra, who is personally known to me.

Joan Fischer
Notary Public, State of Florida



Joan E. Fischer
Commission # 00062001
Expires Oct. 2, 2003
Bonded Thru
Atlanta Bonding Co., Inc.

**EIGHTH AMENDMENT TO DECLARATIONS OF
COVENANTS AND RESTRICTIONS OF
NORTHGATE HOMEOWNER'S ASSOCIATION**

This Amendment to the Declarations of Covenants and Restrictions for Northgate, dated the 1st day of November, 2004, is made by Northgate Homeowner's Association, a Florida corporation, to run contiguous with the real property included within Northgate I Replat, as described on the Plat recorded in Map Book 15, pages 33-36 of the Official Public Records of St. Johns County, Florida (Northgate I), and the real property included within Northgate II, and described on the Plat recorded in Map Book 15, pages 37-39 of the Official Public Records of St. Johns County, Florida (Northgate II).

1. **BACKGROUND**

A. Declaration of Covenants and Restrictions for Northgate has been executed on January 20, 1983, and recorded in the Official Records Book 572, Pages 674, et seq., of the Public Records of St. Johns County, Florida.

B. The Amendment herein, constitutes the Association's desire and intent to direct homeowner complaints of dangerous animals or those causing a nuisance to the St. Johns County Division of Animal Control. An Amendment is required to accomplish said intent.

2. **AMENDMENT OF DECLARATION**

Article 10, Section 10.16 shall be amended as follows:

Section 10.16 Animals. No animals, livestock, or poultry shall be raised, bred, or kept anywhere within the Property, except that not more than two dogs, two cats, or two caged birds (or any combination thereof not exceeding two animals) may be kept on Lots provided that such pets are neither dangerous nor a nuisance to the residents of the Property. All animals shall be kept under control by the Owner at all times and leashed when outside the Owner's dwelling. Animals shall be kept for the pleasure of Owners only and not for any commercial or breeding use purposes. If, in the discretion of the Association, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, the Board shall advise the complaining party to refer the matter to the St. Johns County Animal Control Division to be adjudicated under the operative animal control ordinances.

This Amendment to the Declarations of Covenants and Restrictions for Northgate shall become effective upon the date of recording. Except as amended, the Declarations of Covenants and Restrictions for Northgate will remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date hereof, and this Amendment shall be deemed dated as of the date and year first above written.

Signed, sealed, and delivered
in the presence of:

C.P. Connolly

[Signature]
By:

President, Northgate Homeowner's
Association, Inc.

[Signature]

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 24 day of
November, 2004, by Ted Lazo, who is personally known to me.

Joan E Fischer
Notary Public, State of Florida



Joan Fischer
Commission #DD253849
Expires: Oct 01, 2007
Bonded Title
Atlantic Bonding Co., Inc.

EXHIBIT "A"

ARTICLES OF

INCORPORATION

ARTICLES OF INCORPORATION
OF
NORTH GATE ASSOCIATION, INC.

I. NAME.

The name of this corporation shall be North Gate Association, Inc. (the "Association").

II. PURPOSES.

The general nature, objects and purposes of the Association are as follows:

A. To promote the health, safety and social welfare of the owners of the property within that residential area referred to as North Gate and described in the Declaration of Covenants and Restrictions for North Gate (the "Declaration") to be executed by Arvida Corporation and to be recorded in the Public Records of St. Johns County, Florida. North Gate consists of that certain real property situated in St. Johns County, Florida, described below as may be expanded as provided in the Declaration.

North Gate I, according to plat thereof recorded in Map Book 15, pages 16-21 of the public records of St. Johns County, Florida.

"Developer", "Owner", "Lot", "Unit" and "Common Areas" and any other defined terms used herein, and elsewhere in the Articles, are used with the definitions given those terms in the Declaration.

B. To own and maintain, insure, repair and replace the general and/or Common Areas, roadways, parks, sidewalks and/or access paths, street and other Common Areas, lakes, structures, landscaping and other improvements in and/or benefiting North Gate for which the obligation to maintain and repair has been delegated to and accepted by the Association.

C. To control the specifications, architecture, design, appearance, elevation and location of, landscaping around all buildings and improvements of any type, including walls, fences, swimming pools, antennas, sewers, drains, disposal systems, or other structures constructed, placed or permitted to remain in North Gate, as well as the alteration, and/or changes thereto.

D. To provide for private security, fire protection and such other services and the capital improvements and equipment related thereto in North Gate for which the Association has accepted or may accept the responsibility.

E. To operate without profit for the benefit of its members.

F. To perform all of the functions contemplated for the Association, and undertaken by the Board of Directors of the Association (the "Board"), in the Declaration hereinabove described.

III. GENERAL POWERS.

The general powers that the Association shall have are as follows:

A. To hold funds solely and exclusively for the benefit of

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the Association members for the purposes set forth in these Articles of Incorporation.

B. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

C. To delegate power or powers or appoint agents where such is deemed in the interest of the Association.

D. To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of interest in, real or personal property, except to the extent restricted hereby; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation, association or other entity; to do any and all acts necessary or expedient for carrying on any and all of the activities and pursuing any and all of the objects and purposes set forth in these Articles of Incorporation and not forbidden by the laws of the State of Florida.

E. To fix assessments to be levied against the property and the costs of effectuating the objects and purposes of the Association, to create reasonable reserves for such expenditures, and to authorize the Board, in its discretion, to enter into agreements with mortgage companies and other organizations for the collection of such assessments.

F. To charge recipients for services rendered by the Association and the user of Association property when such is deemed appropriate by the Board.

G. To pay taxes and other charges, if any, on or against property owned or accepted by the Association.

H. In general, to have all powers conferred upon a non-profit corporation by the laws of the State of Florida, except as prohibited herein.

IV. MEMBERS.

A. The members shall consist of the property Owners in North Gate and all such Owners shall be members of the Association. There shall be two (2) classes of members, as follows:

1. Class A Member. Class A Members shall be all Owners other than the Class B Members. Owners shall automatically become Class A Members upon purchase of property in North Gate.
2. Class B Member. The Class B Member shall be Arvida Corporation, a Delaware corporation, or its designee, successor or assignee as Developer of North Gate.

V. VOTING AND ASSESSMENTS.

A. Subject to the restrictions and limitations hereinafter set forth, each Class A Member shall be entitled to one (1) vote for each Lot in which he holds the interest required for membership. When one or more person holds such interest or interests in any Unit, all such persons shall be members, and the vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot owned by one or more Class A Members.

B. The Class B Member shall be entitled to three (3) votes for each Lot in which he holds the interest required for membership. The Class B Member shall have the right to appoint a majority of the Board so long as it owns at lease one (1) Lot in North Gate.

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Declaration, or the Bylaws of North Gate Association, Inc. (the "Bylaws"), the affirmative vote of a majority of the votes which are entitled to be cast by the Owners of Lots represented at any meeting of the members duly called and at which a quorum is present, shall be binding upon the members.

D. The Association will obtain funds with which to operate by assessment of its members in accordance with the provisions of the Declaration, as supplemented by the provisions of the Articles and Bylaws of the Association relating thereto.

VI. BOARD OF DIRECTORS.

A. The affairs of the Association shall be managed by a Board consisting of five (5) Directors. So long as the Developer shall have the right to appoint a majority of the Board, Directors need not be members of the Association and need not be residents of the State of Florida; thereafter, all Directors shall be members of the Association. There shall be two (2) Directors appointed by the Class A Members so long as the Class B Member has the right to elect a majority of the Board of Directors. Elections shall be by plurality vote. At the first annual election to the Board of Directors the term of office of the elected Director receiving the highest plurality of votes shall be established at two (2) years. In addition, the Class B Member shall appoint three (3) Directors to serve for a term of two (2) years. Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time; and the term of the Director so elected or appointed at each annual election shall be for two (2) years expiring at the second election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the members which elected or appointed them. Any Director appointed by the Class B Member shall serve at the pleasure of the Class B Member, and may be removed from office, and a successor Director may be appointed, at any time by a Class B Member.

B. The names and addresses of the members of the first Board of Directors who shall hold office until the first annual meeting of the members and until their successors are elected or appointed and have qualified, are as follows:

Peter S. Rummell	21 Fishermans Cove Road Ponte Vedra Beach, Florida 32082
James E. Davidson, Jr.	83 Fishermans Cove Road Ponte Vedra Beach, Florida 32082
Michael H. Hannon	107 Altamar Drive Ponte Vedra Beach, Florida 32082
William Minus	106 West Abalone Lane Ponte Vedra Beach, Florida 32082
Daniel A. Almers	101-3 Vista Lagoon Court Ponte Vedra Beach, Florida 32082

VII. OFFICERS.

A. The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Any two (2) or more offices, except the offices of President and Secretary, may be held by the same person. Officers shall be elected for one (1) year terms in accordance with the procedures set forth in the Bylaws. The names of the

officers who are to manage the affairs of the Association until the annual meeting of the Board of Directors to be held in the year 1983 and until their successors are duly elected and qualified are:

President	Peter S. Rummell
Treasurer	Eduardo E. Gil
Vice President and Secretary	Daniel A. Almers

VIII. CORPORATE EXISTENCE.

The Association shall have perpetual existence.

IX. BYLAWS.

The Board of Directors shall adopt Bylaws consistent with these Articles.

X. AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS.

These Articles and the Bylaws may be altered, amended or repealed by vote of a majority of the Board of Directors. So long as the Developer owns any Lot(s) in North Gate, no amendment shall be effective without the prior written consent of Arvida Corporation or its successors or assigns, as Developer. No amendment affecting the use, sale or lease of the Common Areas, as defined in the Declaration, shall be adopted or effective without the prior approval of the Developer. Any amendments shall be effective upon passage by the Board and approval by the Developer. No amendments to the Articles or Bylaws need be recorded in the public records.

XI. SUBSCRIBERS.

The names and addresses of the subscribers are as follows:

Peter S. Rummell
21 Fishermans Cove Road
Ponte Vedra Beach, Florida 32082

Daniel A. Almers
101-3 Vista Lagoon Court
Ponte Vedra Beach, Florida 32082

Michael Hannon
107 Altamar Drive
Ponte Vedra Beach, Florida 32082

XII. INDEMNIFICATION OF OFFICERS AND DIRECTORS.

A. The Association hereby indemnifies any Director or officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

1. Whether civil, criminal, administrative, or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for any act alleged to have been committed by such person in his capacity as Director or officer of the Association, or in his capacity as Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without

reasonable grounds for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or officer did not act in good faith in the reasonable belief that such action was in the best interest of the Association or that he had reasonable grounds for belief that such action was unlawful,

2. By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or officer of the Association, or by reason of his being or having been a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection with an appeal therein if such person acted in good faith in the reasonable belief that such action was in the best interest of the Association. Such person shall not be entitled to indemnification in relation to matters to which such person has been adjudged to have been guilty of gross negligence or misconduct in the performance of his duty to the Association unless, and only to the extent that, the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

B. The Board of Directors shall determine whether amounts for which a Director or officer seek indemnification were properly incurred and whether such Director or officer acted in good faith in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

C. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

XIII. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.

A. No contract or transaction between the Association and one or more of its Directors or officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or officers are Directors or officers, or in which they have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or officer is present at or participates in the meeting of the Board or committee thereof which authorizes the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

B. Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

XIV. DISSOLUTION OF THE ASSOCIATION.

A. The Association may be dissolved upon a resolution to that effect being recommended by three-fourths (3/4) of the members of the Board of Directors, and, if such decree be

necessary at the time of dissolution, after receipt of an appropriate decree as set forth in Florida Statutes Section 617.05 or statute of similar import, and approved by two-thirds (2/3) of the votes of each Class of the Association's membership.

B. Upon dissolution of the Association, all of its assets remaining after provisions for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner:

1. Real property contributed to the Association without the receipt of other than nominal consideration by the Class B Member (or its predecessor in interest) shall be returned to the Class B Member (whether or not a Class B Member at the time of such dissolution), unless it refuses to accept the conveyance (in whole or in part).
2. The Common Areas, as defined in the Declaration, shall be dedicated to the County of St. Johns, or its successor, unless the County refuses to accept such dedication.
3. Remaining assets shall be distributed among the members as tenants in common, with each member's share of the assets to be determined in accordance with its voting rights.

IN WITNESS WHEREOF, the subscribers have hereto set their hands and seals this _____ day of _____, 1983.

Signed, sealed and delivered in the presence of:

Peter S. Rummell

Daniel A. Almers

Michael H. Hannon

STATE OF FLORIDA)
)ss
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me this _____ day of _____, 1983, by Peter S. Rummell, a Subscriber of North Gate Association, Inc.

Notary Public, State of Florida
at Large.

My Commission Expires;

(NOTARIAL SEAL)

28

STATE OF FLORIDA)
)ss
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me
this _____ day of _____, 1983, by Daniel A. Almers, a
Subscriber of North Gate Association, Inc.

Notary Public, State of Florida
at Large.

My Commission Expires:

(NOTARIAL SEAL)

STATE OF FLORIDA)
)ss
COUNTY OF ST. JOHNS)

The foregoing instrument was acknowledged before me
this _____ day of _____, 1983, by Michael H. Hannon, a
Subscriber of North Gate Association, Inc.

Notary Public, State of Florida
at Large.

My Commission Expires:

(NOTARIAL SEAL)

159M

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE FOLLOWING IS SUBMITTED:

NORTH GATE ASSOCIATION, INC, DESIRING TO ORGANIZE UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT THE CITY OF PONTE VEDRA BEACH, STATE OF FLORIDA, HAS NAMED DANIEL A. ALMERS, LOCATED AT THE ADMINISTRATION BUILDING, 10033 SAWGRASS DRIVE, PONTE VEDRA BEACH, FLORIDA 32082, AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

NORTH GATE ASSOCIATION, INC.

By: _____

Dated: _____

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

DANIEL A. ALMERS

Dated: _____

159M

EXHIBIT "B"

BYLAWS

OF

NORTH GATE ASSOCIATION, INC.

I. DEFINITIONS.

All terms used herein which are defined in the Declaration of Covenants and Restrictions for North Gate ("Declaration") executed contemporaneously herewith shall be used herein with the same meanings as in the Declaration.

II. LOCATION OF PRINCIPAL OFFICE.

The office of the North Gate Association, Inc. ("Association") shall be at the Sawgrass Administration Building, 10033 Sawgrass Drive, Ponte Vedra Beach, Florida 32082, or at such other place as may be established by resolution by the Board of Directors of the Association.

III. VOTING RIGHTS AND ASSESSMENTS.

A. Every person or entity who is a record fee simple owner of a Lot, including the Developer at all times as long as it owns any property subject to the Declaration, shall be a Class A or B Member of the Association as provided in the Articles of Incorporation and shall have the voting rights as set forth in the Articles of Incorporation provided that any such person or entity who holds such interest only as a security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot or other property which is subject to assessment.

B. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the rate set forth in the Declaration and shall result in the suspension of voting privileges during any period of such non-payment.

IV. BOARD OF DIRECTORS.

A. A majority of the Board of Directors of North Gate Association, Inc. (the "Board") shall constitute a quorum to transact business at any meeting of the Board, and the action of the majority present at a meeting at which a quorum is present shall constitute the action of the Board.

B. Any vacancy occurring on the Board because of death, resignation or other termination of services of any Director, shall be filled by the Board except that the Developer, to the exclusion of other members and/or the Board itself, shall fill any vacancy created by the death, resignation, removal or other termination of services of any Director appointed by the Developer. A Director appointed to fill a vacancy shall be appointed for the unexpired term of his predecessor in office and until his successor shall have been elected and/or appointed and qualified.

V. ELECTION OF DIRECTORS.

A. Nominations for the election of Board members (other than Board members elected or appointed by Developer) shall be made by made by a Nominating Committee appointed by the Board.

b. Developer shall, within fourteen (14) days of the date set for the annual meeting of the Association, notify the

the Nominating Committee of the names of the Directors the Developer is appointing to the Board, if any, within thirty (30) days of the date of the annual meeting the Nominating Committee shall notify the Secretary of the names of the candidates nominated for election to the Board.

C. The Nominating Committee shall make as many nominations for election to the Board as it shall in its discretion determine. In addition to nominations made by the Nominating Committee, petitions for nominees shall be accepted if signed by either fifteen (15) Class A Members or by one-third (1/3) of the Class A Membership, whichever is smaller. Nominations and notification of the vacancies being filled by the Developer shall be placed on the written ballot as provided in Section D of this Article and shall be made prior to the time fixed for the annual meeting.

D. All elections to the Board shall be made on written ballots to be voted at the annual meeting, or in the direction of the Board, by mail thirty (30) days prior to the annual meeting. The ballots shall (i) describe the vacancies to be filled by Class A Members, and (ii) set forth the names of those nominated for each vacancy by the Nominating Committee or by petition for such vacancy and the names of those appointed to the Board by the Developer. Each member may cast one vote.

E. The members of the Board elected or appointed in accordance with the procedures set forth in this Article shall be deemed elected or appointed as of the date of the annual meeting of the Members.

VI. POWERS AND DUTIES OF THE BOARD OF DIRECTORS.

A. The Board of Directors shall have power:

1. To call meetings of the members.

2. To appoint and remove at pleasure all officers, agents and employees of the Association; and to prescribe their duties, fix their compensation, and require of them such securing or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any member, officer or Director of the Association in any capacity whatsoever.

3. To establish, levy and assess, and collect the assessments necessary to operate the Association and carry on its activities, and to create such reserves for extraordinary expenditures as may be deemed appropriate by the Board.

4. To appoint committees, adopt and publish rules and regulations governing the use of the Common Areas or any portion thereof and the personal conduct of the members and their guests thereon, including reasonable admission charges if deemed appropriate.

5. To authorize and cause the Association to enter into contracts for the day to day operation of the Association and the discharge of its responsibilities and obligations.

6. To exercise for the Association all powers, duties and authority vested in or delegated to the Association, except those reserved to members in the Declaration or the Articles of Incorporation of the Association.

7. To establish a fiscal year for the Association and to change the dates of the fiscal year from time to time.

B. It shall be the duty of the Board of Directors;

1. To cause to be kept a complete record of all its acts and corporate affairs.

2. To supervise all officers, agents and employees of this Association to insure that their duties are properly performed.

3. With reference to assessments of the Association:

- (a) To fix the amount of assessment against each member for each assessment period at least thirty (30) days in advance of such date or period;
- (b) To prepare and maintain a roster of the members and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any member; and
- (c) To send written notice of each assessment to every member subject thereto.

VII. DIRECTORS MEETINGS.

- A. A regular meeting of the Board shall be held quarterly on such date and at such time as the Board may establish. Notice of such meetings is hereby waived.
- B. Special meetings of the Board shall be held when called by the President or Vice President of the Association or by any three (3) Directors after not less than three (3) days notice of each Director.
- C. The transaction of any business at any meeting of the Board, however called and noticed, or wherever held, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present and, if either before or after the meeting, each of the Directors not present signs a waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents and approvals shall be filed with the corporate records and made a part of the minutes of the meeting.

VIII. OFFICERS.

- A. The officers shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as may be determined from time to time by the Board, in accordance with the Articles of Incorporation. The President shall be a member of the Board, but the other officers need not be.
- B. The officers of the Association shall be elected by the Board at the annual meeting of the Board, which shall be held immediately following the annual meeting of the Association. New offices may be created and filled at any meeting of the Board. Each officer shall hold office until his successor shall have been duly elected and qualified.
- C. A vacancy in any office because of death, resignation, or other termination of service, may be filled by the Board for the unexpired portion of the term.
- D. All officers shall hold office at the pleasure of the Board.
- E. The President shall preside at all meetings of the Board, shall see that orders and resolutions of the Board are carried out and sign all notes, checks, leases, mortgages, deeds and all other written instruments.
- F. The Vice President, or the Vice President so designated by the Board if there is more than one Vice President, shall perform all the duties of the President in his absence. The Vice President(s) shall perform such other acts and duties as may be assigned by the Board.
- G. The Secretary shall be ex officio the Secretary of the Board, and shall record the votes and keep the minutes of all proceedings in a book to be kept for that purpose. He shall

all records of the Association. He shall record in the book kept for that purpose all the names of the members of the Association together with their addresses as registered by such members.

H. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board, provided however, that a resolution of the Board shall not be necessary for disbursement made in the ordinary course of business conducted within the limits of a budget adopted by the Board. The Treasurer may, but need not, be a required signatory on checks and notes of the Association.

I. The Treasurer, or his appointed agent, shall keep proper books of account and cause to be prepared at the completion of each fiscal year an annual budget and an annual balance sheet statement and the budget and balance sheet statement shall be open for inspection upon reasonable request by a member.

IX. COMMITTEES.

A. The standing committees of the Association shall be:

The Nominating Committee

The Maintenance Committee

The North Gate Architectural Control Committee (the "NACC")

Each committee, other than the NACC, shall consist of a chairman and two (2) or more members and shall include a member of the Board. The committees (except the NACC) shall be appointed by the Board within thirty (30) days after each annual meeting of the Board, to serve until succeeding committee members have been appointed. The Board may appoint such other committees as it deems advisable.

B. The Nominating Committee shall have the duties and functions described by these Bylaws.

C. The Maintenance Committee shall advise the Board on all matters pertaining to the maintenance, repair or improvement of property in North Gate and shall perform or seek the performance of such other functions as the Board, in its discretion, determines.

D. The NACC shall be appointed, shall serve, and shall have the duties and functions as described in the Declaration. A party aggrieved by a decision of the NACC shall have the right within thirty (30) days of such decision, to make a written request to the Board, that the Board review such decision. The determination of the Board upon reviewing such decision of the NACC shall in all events be dispositive.

E. The Maintenance Committee and other committees appointed and so empowered by the Board (but not the Nominating Committee or the NACC) shall have the power to appoint subcommittees from among their membership, and may delegate to any subcommittees any powers, duties and functions.

F. It shall be the duty of each committee to receive complaints from members on any matter involving Association functions, duties and activities within its scope and responsibility. A committee shall dispose of such complaints as it deems appropriate or refer them to such other committee, Director or officer of the Association as may be concerned with the matter presented.

BOOKS AND PAPERS.
The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member.

XI. MEETINGS OF MEMBERS.

A. The regular annual meeting of the members shall be held at such date and time as the Board may select and as is specified in the notice of the meeting.

B. Special meetings of the members for any purpose may be called at any time by the President, the Vice President, the Secretary or Treasurer, by any two or more members of the Board or upon written request of the members who have a right to vote one-half of all votes of the entire membership.

C. Notice of any meetings shall be given to the members by the Secretary. Notice may be given to the member either personally or by sending a copy of the notice through the mail, postage fully prepaid to his address appearing on the books of the Corporation. Each member shall be responsible for registering his address with the Secretary and notice of the meeting shall be mailed to him at such address. Notice of any meeting, regular or special shall be mailed at least six (6) days in advance of the meeting and shall set forth in general the nature of the business to be transacted; provided, however, that if the business of any meeting shall involve any action as governed by the Articles of Incorporation or the Declaration in which other notice provisions are provided for, notice shall be given or sent as therein provided.

D. The presence at the meeting of members or proxies entitled to cast one-third (1/3) of the votes of each class of membership shall constitute a quorum for any action governed by these Bylaws. Any action governed by the Articles of Incorporation or the Declaration shall require a quorum as therein provided, if any.

XII. PROXIES.

1. At all corporate meetings of the members, each member may vote in person or by proxy.

2. All proxies shall be in writing and filed with the Secretary. No proxy shall extend beyond a period of eleven (11) months and every proxy shall automatically cease upon the sale by the member of his home or other interest in the property.

XIII. SEAL.

The Association shall have a seal in circular form having within its circumference the words: North Gate Association, Inc., not for profit, 1983.

XIV. AMENDMENTS.

These Bylaws may be altered, amended or rescinded by majority vote of the Directors present at a duly constituted meeting of the Board except that no amendment affecting the Developer shall be effective without the Developer's written consent. Amendments shall be effective on the date of passage by the Board and approval of the Developer. No amendment need be recorded in the public records of St. Johns County, Florida.

The foregoing were adopted as the Bylaws of North Gate Association, Inc. a corporation not for profit under the laws of the State of Florida, on _____, 1983.

_____, Secretary

APPROVED BY:

President

162M

36

EXHIBIT "C"

ARCHITECTURAL

CONTROL CRITERIA

ARCHITECTURAL CONTROL CRITERIA
FOR NORTH GATE

1. Building Type. No building shall be erected, altered, placed, or permitted to remain on any lot or building parcel, other than one detached single-family residence having a private and enclosed garage for not less than two cars. Unless approved by the North Gate Architectural Control Committee ("NACC") as to use, location and architectural design, no garage, tool or storage room may be constructed separate and apart from the residential dwelling.

2. Exterior Color Plan. The NACC shall have final approval of all exterior color plans and any changes thereto. In approving such scheme or changes thereto the NACC shall consider the extent to which the color plan conforms to the natural color scheme originally established by the Developer for North Gate and the Country Club at Sawgrass.

3. Roofs. Flat roofs shall not be permitted unless approved by the NACC. Except as originally installed by the Developer, no protrusions through roofs for power ventilators or other apparatus shall be permitted unless approved by the NACC. All roof materials used to repair, replace or change the original material must be approved by the NACC prior to installation.

4. Garages. In addition to the requirements stated in Paragraph 1 above, all garages shall have a minimum width of twenty-two (22) feet and a minimum length of twenty-two (22) feet as measured from the inside wall of the garage. All garages must have a single overhead door with a minimum door width of sixteen (16) feet unless otherwise originally installed by Developer or approved by the NACC, and a service door. No carports will be permitted.

5. Dwelling Quality. The NACC shall have final approval of all exterior building materials. Exposed concrete block shall not be permitted on the exterior of any building or detached structure unless prior approval is obtained from the NACC. The NACC shall discourage the use of imitation materials for facades and encourage the use of materials such as brick, stone, wood and stucco or a combination thereof.

6. Signs. No sign of any kind except as may be approved as to size, design or otherwise by the ARC (as defined in Section 9.5 of the Declaration) shall be publically displayed on any Lot.

7. Games and Play Structures. Basketball backboards, and other play structures, platforms, doghouses, playhouses and structures of a similar kind or nature shall be prohibited.

8. Landscaping. No landscaping shall be changed or altered from the original plan as installed by Developer without the consent of the NACC. Any landscaping plan, changes or alterations submitted to the NACC shall provide for and include the following items:

- a) A landscape scheme
- b) A list of all plant stock included in scheme
- c) The size of such stock at the time of planting.

The entire Lot, including that portion of the Lot between the street pavement and the right-of-way line and the Lot line and the water edge, shall be landscaped, irrigated and maintained. No gravel, rocks, artificial turf or other similar materials shall be permitted as a substitute for grass lawn. It shall be the goal of the NACC in the approval of any landscaping plan and layout plan to preserve all existing trees where possible.

9. Swimming Pools. Any swimming pool or similar structure to be constructed on any Lot shall be constructed of material thoroughly tested and accepted by the industry for such construction. Further, no swimming pool or similar structure shall be constructed, placed or maintained on any Lot until the NACC has approved the size, location, screening (if any) and lighting (if any) of such pool or similar structure.

10. Garbage and Trash Containers. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers within an enclosure constructed as part of each dwelling in a location approved by the NACC.

11. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any Lot at any time as a residence either temporarily or permanently.

12. Window Air Conditioning Units. Window or wall air conditioning units or similar devices, including without limitation dehumidifying units, are generally prohibited but may be approved by the NACC if denial of approval would create an unnecessary hardship. All air conditioner compressors shall be screened from view and insulated by a fence, wall or shrubbery so as to minimize noise.

13. Antennas. No aerial or antenna shall be placed or erected upon any Lot, or affixed in any manner to the exterior of any building in North Gate. Antenna, if any shall be built into the attic space of the home.

14. Mailboxes. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Lot other than the uniform design approved by the Developer. If and when the United States mail service or the newspaper or newspaper involved shall indicate a willingness to make delivery to wall receptacles attached to dwellings, each Owner, at the request of the NACC, shall replace the boxes or receptacles previously employed for such purpose or purposes with wall receptacles attached to dwellings.

15. Sight Distance at Intersection. No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five (25) feet from the intersection of the street lines, or in case of rounded property corner, from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines.

16. Utility Connections. Building connections for all utilities, including, but not limited to water, electricity, telephone and television shall be run underground from the proper connection points to the building structure in such manner as is acceptable to the governing utility authority.

17. NACC Reports. The NACC approval or disapproval as required in the foregoing Architectural Control Criteria shall be delivered in writing to the Board of Directors of the Association and to the Owner submitting same, together with a copy of the approved plans and specifications signed by the owner and the contract purchaser of the Lot, if any. In the event the NACC fails to approve or disapprove plans and specifications within thirty (30) days of submission thereto, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related criteria shall be deemed to have been fully complied with.

18. Developer Improvements. Improvements and landscaping installed or constructed by Developer shall be deemed approved by the NACC and ARC.

19. Waiver of Architectural Control Criteria. The Architectural Control Criteria set forth herein are intended as guidelines to which adherence shall be required by each Owner in North Gate; provided, however, the NACC (with the approval of the ARC) shall have the express authority to waive any requirements set forth herein if, in its professional opinion, it deems such waiver in the best interest of the community and the deviation requested is compatible with the character of the Country Club at Sawgrass and North Gate. A waiver shall be evidenced by an instrument signed and executed by the President and Secretary of the Association upon unanimous approval of the NACC and the ARC.

20. Amendment to Architectural Planning Criteria. All amendments to the Architectural Criteria shall be made pursuant to the requirements of the Declaration.

21. Approval Required by ARC. Pursuant to the terms of Section 9.2 of the Declaration, any provision of these Architectural Control Criteria requiring approval by the NACC shall be deemed to also require approval by the ARC. The ARC shall be notified of any approval granted by the NACC and shall have fifteen days from such notice within which to either grant or deny approval.

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

1988 FEB 21 PM 12:36

Paul "Bud" Hinkel
CLERK OF CIRCUIT COURT

VERIFIED BY
JUM

NORTHGATE HOMEOWNERS ASSOCIATION, INC.

Dear Northgate Homeowner:

When you purchased your Northgate property, you should have received a copy of the "Declaration of Covenants and Restrictions" for Northgate. These Covenants and Restrictions provide for the mutual and reciprocal benefit of all homeowners. The important ones, as per Section #10 are summarized below.

1. Residential Use: These lots are intended for residential living only and for no other purpose.
2. Leasing and Renting: A lot may be leased or rented without Board approval but not for a period of time less than twelve (12) months.
3. Landscape Maintenance: All portions of the property shall be maintained in a neat and attractive manner. No unsightly refuse shall be allowed to remain.
4. External maintenance: Exterior maintenance of the home and adjacent fence shall be the sole responsibility of the owner. Any replacement must meet the style and specifications of the original.
5. Garages: All motor vehicles shall be parked in garages or driveways at night and not left in the street.
6. Animals: Animals may be kept for the pleasure of their owners as long as they are not dangerous or a nuisance to other residents. They shall be leashed when outside the owner's dwelling, and the owners shall "pick up" after their pets.
7. Negligence: An owner shall be liable for the expense of any maintenance repair or replacement of Northgate Common Property rendered necessary by his act.

In addition to the above, the Covenants & Restrictions also outline instances where the Northgate Board must give prior approval for changes to your property.

1. Building Type: No building may be erected, altered, placed or permitted to remain on any lot unless approved by the Northgate Board.
2. Exterior Color Plan: The Board shall give final approval to all exterior color plans and any changes thereto.
3. Roofs: Except as originally installed by the developer, no protrusions through roofs shall be permitted unless approved by the Board.

4. Garages: All garages must conform to stipulated requirements. Carports are not permitted.
5. Dwelling Quality: The Board shall have final approval of all exterior building materials.
6. Signs: No signs except as may be approved by the Board may be displayed.
7. Games and Play Structures: Most are prohibited without Board approval.
8. Landscaping: All changes from the original plan must be approved by the Board and any such requests should contain:
 - a.) A landscape scheme
 - b.) A list of plants in the scheme
 - c.) Size of the plants
9. Swimming Pools: Board approval is required.
10. Window A/C Units: Generally prohibited unless denial would create an undue hardship.

This is a brief summary. If you have any questions or doubts as to whether a Board approval is required, please contact C.P. Connolly at Association Management at 285-9894, before you begin your project.

Thank you.

Sawgrass Association, Inc.
Rules and Regulations
Architectural Review Rules

273-8066 Decal Office, Autos & Bicycles
273-3720 Decal Office, Golf Carts
285-2519 Architectural Review Coordinator
273-9832 Non-Emergency Violation Reporting
543-7768 Guard Service and
543-7768 Voice Entry System
614-9049 Emergencies
614-9049 Roving Guard Patrol

Revised
May 2003



Sawgrass Association, Inc.
10036 Sawgrass Drive, Suite One
Ponte Vedra Beach, Florida 32082

www.SawgrassAssociation.org
Television Channel 118

7. ARCHITECTURAL REVIEW

7.1 Mandate. The mandate of the ARC is to maintain the tasteful and aesthetically pleasing architectural design of the community in harmony with surrounding structures and the environment, thus protecting and enhancing everyone's investment in the community. The ARC is a permanent functioning authority established in accordance with the Sawgrass (Master) Association By-Laws. It meets regularly to review, approve, modify or reject drawings and applications for alterations, additions, and other improvements to lots and homes.

7.2 Committee Membership. The ARC is composed of at least three Association home owners and a paid professional architect as required. The coordinator is an employee of the management company. The ARC is authorized to engage outside paid professionals (landscape architects, real estate appraisers, consulting engineers, etc.) to assist with its reviews. The Association assigns one of its Directors to assist the ARC in the performance of its duties and to act as liaison between the Board and the ARC.

7.3 Violation Citations. Association By-Laws empowers the ARC to cite violations and/or require unapproved modifications to be removed.

7.4 Procedure. Approval must be received first from the owners' subassociation or condo association, if any, then

submitted to the ARC. Requests and applications for review are to be made in writing (along with drawings and the applicable fee) and should be submitted within the submittal deadline for the next regularly scheduled ARC meeting. Application forms can be obtained from the ARC coordinator at 285-2519.

7.5 Construction and Alterations Requiring Approval. Any structure or landscape modification visible from the street, a neighbor, or golf course requires ARC approval. The approximate fees are listed below. Partial refunds will be made upon completion of the project if the site is left clean and construction/changes are consistent with prior ARC approval. Since fees may change from time to time, contact the ARC Coordinator (285-2519). Your subassociation or condo association may require first approval.

- o New House Construction - \$650 review fee and \$3,000 refundable deposit. Drawings must be submitted by builder and owner. The construction period for new homes is limited to one year or as negotiated with the ARC. New construction does not require subassociation approval.
- o Room Additions - \$400 review fee and \$500 refundable deposit (separate checks).
- o Pools and Screens - \$300 review fee and \$500 refundable deposit (separate checks).
- o Major Renovations Affecting 25 Percent of Home. \$500 review fee and \$1,500 refundable deposit (separate checks).
- o Lakeside Structures (within drainage easement) \$150 review fee and \$500 refundable deposit (separate checks).

List of Other Additions and Alterations Requiring Approval

(anything visible from street, golf course, or neighbor)
 No Review Fee Unless Otherwise Indicated
 Architectural Review Coordinator - 285-2519

- | | |
|-----------------------------|-----------------------------------|
| Air Conditioning Condensers | Paint, change of exterior color |
| Antennae | Play Equipment, Structural (\$50) |
| Awnings (\$50) | Porch Enclosures (\$100) |
| Basketball Backboards | Plantings (trees and shrubs) |
| Decks/Patios | Roof Shingle Replacement |
| Dog Houses | Satellite Dishes |
| Driveways | Signs |
| Fences (\$100) | Shutters, storm/decorative |
| Gazebos (\$50) | Solar Collectors |
| Grass, change | Tennis Courts (\$100) |
| Lattices | Trellis |
| Mailboxes | Tree Removal |
| Ornaments, yard | Tree House (\$50) |
| Outbuildings (\$50) | Walkways |
| Outdoor Lighting | Windows, new or change |

7.6 Construction Debris. During construction, the property owner and his general contractor shall be responsible for ensuring that the construction site is maintained in a neat and orderly condition at all times. Roads, paths, and waterways shall not be blocked without prior approval of the Guard Staff on duty at the time. Trash, paper, wrappings, and other materials that may be blown away shall be kept in containers approved by the ARC.

8. NON-EMERGENCY VIOLATIONS

See 3.1 for Emergency Action

8.1 Reporting. Residents shall report all non-emergency violations to the management company by telephone (273-9832) or in writing.

8.2 Actions. The management company will:

- o Establish and maintain a file on each violation report.
- o Prepare a violation report.
- o Visit the site of the violation promptly to verify or dismiss the allegations. (If dismissed, notify the person reporting.)
 - o If the violation is verified, notify the owner or responsible party in person, by telephone, or in writing regarding the nature of the violation and request compliance with the rule or regulation within a reasonable time period.
 - o After an appropriate time for compliance to have occurred, verify that compliance is satisfactory.
 - o If the violation has continued for an unreasonable length of time without relief, turn over the history of the violation to the Board for consideration. Further action may include a citation and/or litigation.