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SEA GATE COVE  
DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made as of the date hereinafter set forth, by SGS Development Corporation, hereinafter referred to as "Declarant".

WITNESSETH:

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

WHEREAS, the following described property is not subject to any restrictions and limitations of record; and

WHEREAS, it is now desired by the Declarant to place restrictions and limitations of record as to each and every of the Lots hereafter set forth located in SEA GATE COVE subdivision, and to limit the use for which each and every of said Lots located in SEA GATE COVE subdivision is intended.

NOW THEREFORE, the Declarant does hereby declare that each and every of the lots located in the following described real property, situated, lying and being in St. Johns County, Florida, to-wit:

SEA GATE COVE, according to the plat thereof recorded in Map Book 14, Page 48, of the public records of St. Johns County, Florida.

shall be held, sold and conveyed subject to the following restrictions, covenants and conditions, all of which are for the purpose of protecting the value and desirability of, and which shall be covenants to run with said Lots and be binding on all parties having any right, title or interest in the Lots described above or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I.  
RESTRICTIONS

USE RESTRICTION.

1.01. Each and every of the Lots described above shall be known and described as Residential Lots, and no structure shall be constructed or erected on any Residential Lots, other than one (1) detached single family dwelling including an attached one or two car garage.

RESIDENTIAL SITES AND BUILDING SIZE RESTRICTIONS

2.01. None of said Lots shall be divided or resubdivided unless both portions of said Lots are to be used to increase the size of an adjacent Lot or the adjacent Lots as platted. Divided portions of Lots must extend in a straight line from fronting street line to existing rear property line. No lot shall be replatted.

2.02. No property or Lot in this subdivision shall be built on when said property or Lot is less than a half (½) acre.

2.03. Every structure placed on any Lot shall be constructed from material which has been approved in writing by the Declarant.

2.04. No residence shall be constructed or maintained which shall have a smaller living floor area than 1000 square feet.

2.05. No window air-conditioning units shall be installed in any side of a building which faces an access way, unless prior approval has been obtained from the Declarant.

NUISANCE, TRASH AND SIMILAR RESTRICTIONS.

3.01. No noxious or offensive trade shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

3.02. No ~~basement~~, basement, tent, shack, garage, barn or other outbuilding erected on any lot shall at any time be used as a residence, temporarily or permanently, nor shall any residence of a temporary character be permitted.

3.03. No sign of any kind shall be displayed on any lot, except the owner's name and number of residence plate. Specifications and approval as to the size, location, design and type of material of each such residence plate shall be at the sole discretion of the Declarant.

3.04. No oil drillings, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any Lots, nor shall oil wells, tunnels, mineral excavation or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

3.05. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose and provided they are maintained in a clean and sanitary condition and kept within the Owner's property.

3.06. No Lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, derelict vehicles or fixtures, and other waste shall not be allowed to accumulate and shall not be kept except in sanitary containers, which shall be maintained in a clean and sanitary condition and contained within an enclosed structure which shall be in conformity with the residential structure and approved by the Declarant.

3.07. No cars, tractors, trucks, trailers or other wheeled vehicles may be parked at any time on any street or right-of-way of SEA GATE COVE.

3.08. No clothesline or clothes pole may be placed on any Lot unless it is placed on the Lot in such a manner as to make it least visible to any street, and it is not attached to the main residence.

3.09. Nothing contained in these covenants and restrictions shall prevent the Declarant, or any person designated by the Declarant, from erecting or maintaining such commercial and display signs and such temporary dwellings, model houses, and other structures as the Declarant may deem advisable for development purposes for SEA GATE COVE.

WELL WATER AND SEPTIC TANK RESTRICTIONS.

4.01. At least the first well of each residence shall be drilled prior to application for approval of placement of the septic tank. All pumps and piping for the water system shall be subterranean, or, if above ground level, shall be enclosed in an appropriate structure of pump house which is in conformity with the residential structure and is approved by the Declarant, unless such apparatus is in the interior of the residence. Prior to the use of all wells and septic tanks, said wells and septic tanks shall be approved and in compliance with the standards of all government regulatory commissions. Septic Tanks, drains, drain fields or wells shall not be built over easements.

FENCES

5.01. All fences shall be a maximum height of six (6) feet and no wire fence shall be permitted within the area between the front of a residence and the street property line, all fences being approved by the Declarant. In the event of any

dispute between an owner and the Declarant, or its agent, or any other Lot Owner as to whether any feature of a fence is restricted by this section, the decision of the majority of existing property owners regarding such feature, shall be final.

DRAINAGE

6.01. No changes in elevations of the land shall be made to any Lot which will interfere with the natural drainage of or otherwise cause undue hardship to adjoining property after the initial conveyance of said Lot by the Declarant.

6.02. There shall be no draining or artificial altering or change in the course of the natural flow of waters.

ARTICLE II.

MISCELLANEOUS

ADDITIONAL RESTRICTIONS.

1.01 The Declarant may, in its sole judgment, to be reasonably exercised, make reasonable modifications, amendments or additions to these restrictions applicable to the said Lots, provided, however, that any such additional restrictive covenants or modifications or amendments thereto shall not affect the lien of any mortgage then encumbering any of the said Lots and shall not affect the rights and powers of any mortgagees under said mortgages.

REMEDIES FOR VIOLATIONS.

2.01. In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under the Declarant, or by virtue of any judicial pro-

ceedings, any property owner, or any of them jointly or severally shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. The failure to enforce any right, reservation, restriction or condition contained in this Declaration of Restrictions, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

SEVERABILITY.

3.01. Invalidation or removal of any of these covenants by judgment, decree, court order, statute, ordinance, or amendment by the Declarant, its successors and assigns, shall in no wise affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed at St. Augustine, St. Johns County, Florida, this 26<sup>th</sup> day of MARCH, A.D. 1981



In the presence of:

S.G.S. Development Corporation

John J. Locke  
FILED AND RECORDED IN  
PUBLIC RECORDS OF  
ST. JOHNS COUNTY, FLA.  
1981 MAR 26 PM 2:44

Earl S. Kauffman  
PRESIDENT

Linda V. Powell "Linda" Minkoff  
CLERK OF CIRCUIT COURT

William J. Smith  
SECRETARY/TREASURER

STATE OF FLORIDA )  
COUNTY OF ST. JOHNS )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared

EARL S. KAUFFMAN, President and WILLIAM J. SMITH, Secretary/Treasurer to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of March, A.D., 1981.



John J. Locke  
my commission EXPIRES 3/27/84