

**Prepared By and Return To:**  
Avis Title Insurance Agency, Inc.  
15 Cypress Branch Way, Suite 203  
Palm Coast, FL 32164

Order No.: 23-0350

Property Appraiser's Parcel I.D. (folio) Number:  
07-11-31-7034-01160-0040

### WARRANTY DEED

THIS WARRANTY DEED dated July 25, 2023, by Seagate Homes, LLC, a Florida limited liability company, existing under the laws of Florida, and having its principal place of business at 185 Cypress Point Pkwy, Ste 7, Palm Coast, Florida 32164 (the "Grantor"), to Jorge P. Dias and Gena M. Dias, husband and wife, whose post office address is 620 Riverside Drive, Cranford, New Jersey, 07016 (the "Grantee"),

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

WITNESSETH: That the Grantor, for and in consideration of the sum of Four Hundred Twenty-Five Thousand Nine Hundred Seventy-Two And No/100 Dollars (\$425,972.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys, and confirms unto the Grantee, all that certain land situated in County of Flagler, State of Florida, viz:

Lot 4, of Block 116, of PALM COAST, MAP OF EASTHAMPTON, SECTION 34, according to the plat thereof, as recorded in Map Book 11, Page 41, of the Public Records of Flagler County, Florida.

Grantor warrants this is not homestead property.

Subject to easements, restrictions, reservations and limitations of record, if any.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to: 12/31/2022.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in presence of:

Witness Signature

Printed Name of First Witness

Address of First Witness

Witness Signature

Printed Name of Second Witness

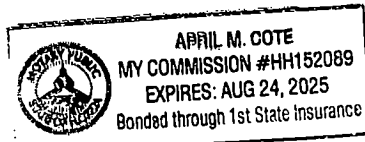
Address of Second Witness

STATE OF FLORIDA

COUNTY OF FLAGLER

The foregoing instrument was executed and acknowledged before me this 20th day of July 2023, by means of X Physical Presence or        Online Notarization, by SEAGATE HOMES, LLC. A FLORIDA LIMITED LIABILITY COMPANY, BY SEAGATE MANAGEMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, by Scott O'Leary, Authorized Agent for the Manager of SEAGATE MANAGEMENT, LLC, who is personally known to me or who has provided        as identification.

SEAL



Notary Public

SEAGATE HOMES, LLC. A FLORIDA LIMITED LIABILITY COMPANY, BY SEAGATE MANAGEMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY

By:

Scott O'Leary, Authorized Agent for the Manager of SEAGATE MANAGEMENT, LLC

Grantor Address:

185 Cypress Point Pkwy, Ste 7  
Palm Coast, FL 32164

Unofficial Copy

**EXHIBIT "A"****DECLARATION OF RESTRICTIVE COVENANT**

THIS DECLARATION OF RESTRICTIVE COVENANT is made this 25<sup>th</sup> day of July, 2023 ("Effective Date") by Jorge P. Dias and Gena M. Dias ("Declarants"), having an address at 620 Riverside Dr, Cranford, NJ 07016, being the fee owner of the following described property located in Flagler County, Florida, to wit:

Lot 4, of Block 116, of PALM COAST, MAP OF EASTHAMPTON, SECTION 34, according to the plat thereof, as recorded in Map Book 11, Page 41, of the Public Records of Flagler County, Florida.

Declarant hereby makes the following declarations of condition, limitation, and restriction on said lands (the "Property") hereinafter to be known and referred to as the "Declaration", as to the following particulars:

1. That the Declarant acquired fee simple title to the Property from SeaGate Homes, LLC by virtue of a Warranty Deed/Special Warranty Deed of even date with this Declaration.
2. That Declarant and SeaGate Homes, LLC entered into that certain Addendum to Purchase and Sale Agreement dated 4-1-2022 restricting Declarant's right to resell the Property.
3. That Declarant shall not convey, assign, deed or otherwise transfer title to or any beneficial ownership rights in the Property for a period that is two (2) years from the Effective Date of this Declaration ("Restricted Period") without the express written consent and release of this Declaration executed by SeaGate Homes, LLC and recorded in the Public Records of Flagler County, Florida.
4. If Declarant breaches the terms of this Declaration by reselling the Property during the Restricted Period, then SeaGate shall be entitled to an amount equal to the difference between the resale price to be received by Declarant and original purchase price received by SeaGate from the sale of the Property to Declarant plus SeaGate's reasonable attorney's fees and costs incurred as a result of Purchaser's breach of this Declaration.
5. This Declaration shall terminate and expire on its own terms, without the need for a written and recorded release of this Declaration, on the date that is two (2) years from the Effective Date.
6. Declarant further agrees that this Declaration shall constitute a covenant to run with the land, as provided by law, and shall be binding upon the Declarant, its heirs, successors and assigns, and all parties claiming by, through or under Declarant until such time as it terminates or is released in writing by SeaGate Homes, LLC as provided for above.
7. If either Declarant or SeaGate Homes, LLC is required to initiate legal proceedings to enforce their respective rights under this Declaration, the prevailing party in such action shall be entitled to an award of reasonable attorney's fees and costs.

In witness whereof, Declarant has executed Declaration of Restrictive Covenant in the manner provided by law, on the day and year written above.

WITNESSES:

DECLARANT:

Tamara M Hiller

Print Name: Tamara M. Hiller

By: Jorge P. Dias  
Jorge P. Dias

Sandra M. Dias

Print Name: Sandra M. Dias By: Gena M. Dias  
Gena M. Dias

STATE OF Florida

COUNTY OF Flagler

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 25<sup>th</sup> day of July, 2023 by Jorge P Dias and Gena M. Dias, who are ☐ is personally known to me or ☒ produced Drivers license as identification.

Tamara M Hiller  
NOTARY PUBLIC

