

EXHIBIT "A"

OR 2243 PGC 396

BEING A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE MOST WESTERLY CORNER OF SAINT JOHNS SIX MILE CREEK NORTH UNIT 2, AS RECORDED IN MAP BOOK 37, PAGES 45 THROUGH 61, INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF CONSERVATION PARCEL NO. 14, A 41.82 ACRE TRACT OF LAND, AS SHOWN ON SAID PLAT OF SAINT JOHNS SIX MILE CREEK NORTH UNIT 2; THENCE SOUTH 49°17'28" WEST, A DISTANCE OF 826.67 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF A 110.00 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 46, PAGE 647 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 02°24'18" EAST, ALONG THE EASTERLY LINE OF SAID FLORIDA POWER AND LIGHT EASEMENT, A DISTANCE OF 566.49 FEET; THENCE SOUTH 28°37'13" EAST, CONTINUING ALONG SAID EASTERLY LINE, A DISTANCE OF 673.54 FEET; THENCE NORTH 65°00'00" EAST, LEAVING SAID EASTERLY LINE, A DISTANCE OF 220.00 FEET; THENCE SOUTH 85°00'00" EAST, A DISTANCE OF 632.63 FEET; THENCE DUE EAST, A DISTANCE OF 380.25 FEET; THENCE SOUTH 05°00'00" WEST, A DISTANCE OF 1249.76 FEET; THENCE SOUTH 61°22'47" WEST, A DISTANCE OF 528.27 FEET; THENCE SOUTH 45°04'08" WEST, A DISTANCE OF 26.90 FEET; THENCE SOUTH 20°14'29" WEST, A DISTANCE OF 21.82 FEET; THENCE SOUTH 18°17'31" EAST, A DISTANCE OF 26.43 FEET; THENCE SOUTH 03°56'01" EAST, A DISTANCE OF 40.30 FEET; THENCE SOUTH 85°37'00" WEST, A DISTANCE OF 44.12 FEET; THENCE SOUTH 38°30'44" WEST, A DISTANCE OF 33.32 FEET; THENCE NORTH 75°05'27" WEST, A DISTANCE OF 34.97 FEET; THENCE NORTH 68°45'20" WEST, A DISTANCE OF 40.66 FEET; THENCE SOUTH 74°43'14" WEST, A DISTANCE OF 27.76 FEET; THENCE SOUTH 53°18'12" WEST, A DISTANCE OF 44.58 FEET; THENCE SOUTH 25°00'23" WEST, A DISTANCE OF 43.43 FEET; THENCE SOUTH 34°45'16" WEST, A DISTANCE OF 32.81 FEET; THENCE SOUTH 53°47'05" WEST, A DISTANCE OF 33.41 FEET; THENCE SOUTH 05°10'38" EAST, A DISTANCE OF 38.82 FEET; THENCE SOUTH 24°25'07" WEST, A DISTANCE OF 36.58 FEET; THENCE SOUTH 28°41'53" EAST, A DISTANCE OF 31.14 FEET; THENCE SOUTH 16°49'25" WEST, A DISTANCE OF 40.88 FEET; THENCE SOUTH 32°56'58" WEST, A DISTANCE OF 35.77 FEET; THENCE SOUTH 65°04'46" WEST, A DISTANCE OF 47.21 FEET; THENCE NORTH 42°41'48" WEST, A DISTANCE OF 102.16 FEET; THENCE SOUTH 60°00'00" WEST, A DISTANCE OF 17.00 FEET; THENCE NORTH 17°30'00" WEST, A DISTANCE OF 29.73 FEET; THENCE NORTH 50°00'00" WEST, A DISTANCE OF 34.26 FEET; THENCE NORTH 88°00'00" WEST, A DISTANCE OF 45.00 FEET; THENCE SOUTH 88°00'00" WEST, A DISTANCE OF 104.27 FEET; THENCE NORTH 74°00'00" WEST, A DISTANCE OF 480.34 FEET; THENCE; THENCE NORTH 30°00'00" WEST, A DISTANCE OF 2088.04 FEET; THENCE NORTH 49°17'28" EAST, A DISTANCE OF 1503.60 FEET TO THE POINT OF BEGINNING.

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(16)
6/6/08

Public Records of
St. Johns County, FL
Clerk# 00-009712
O.R. 1479 PG 970
08:21AM 03/08/2000
REC \$65.00 SUR \$8.50

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SIX MILE CREEK NORTH RESIDENTIAL LOTS

THIS DOCUMENT PREPARED BY:

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FOR
SIX MILE CREEK NORTH RESIDENTIAL LOTS

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Exhibit A - Property

**DECLARATION
OF
COVENANTS AND RESTRICTIONS
FOR
SIX MILE CREEK NORTH RESIDENTIAL LOTS**

THIS DECLARATION is made this 2nd day of MARCH, 2000, by SJ LAND ASSOCIATES, LLC, a Delaware limited liability company (the "Developer"), which declares that the real property described on Exhibit A attached hereto and made a part hereof (the "Property"), which is owned by the Developer, 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 be deemed to be covenants running with the title to the Property and shall be binding upon the Developer and all parties having or acquiring any right, title or interest in the Property 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 parcel within the Property, and are intended to create mutual equitable servitudes upon each such parcel in favor of the other parcels, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of each and every parcel within the Property, their heirs, successors and assigns.

Section 1.2 **Benefits and Burdens**. Every person who is an Owner does by reason of taking title to land located within the Property 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

The following words, when used in this Declaration shall have the following meanings:

Section 2.1 **Association**. The Saint Johns - Six Mile Creek North Property Owners Association, Inc., a Florida corporation not-for-profit.

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

Section 2.3 **Developer.** SJ Land Associates, LLC and its successors and such of its assigns as to which the rights of the Developer hereunder are specifically assigned. Developer may assign all or only a portion of such rights in connection with portions of the Property. In the event of such a partial assignment, the assignee may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Reference in this Declaration to SJ Land Associates, LLC as the Developer of the Property is not intended and shall not be construed, to impose upon SJ Land Associates, LLC any obligations, legal or otherwise, for the acts or omissions of third parties who purchase lots or parcels within the Property from SJ Land Associates, LLC and develop and resell the same.

Section 2.4 **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 paved road surface (as it may exist from time to time) and between the rear Lot line and the nearest shore line of any lake contiguous to or within twenty (20) feet of the Lot, within the area bounded by the extension of the side Lot lines, together with any portion of the Property contiguous to a Lot which, as a result of the natural configuration of the Property, is primarily of benefit to such Lot. Any question concerning the boundary of a limited common area shall be determined by the Board of Directors of the Association.

Section 2.5 **Lot.** Any platted Lot or any other parcel of real property located within the Property, on which one or more residential dwellings have been or could be constructed.

Section 2.6 **Master Covenants.** The Declaration of Covenants and Restrictions for Saint Johns - Six Mile Creek North recorded in Official Records Book 1374 at page 1850 of the current public records of St. Johns County, Florida, as the same may be amended from time to time.

Section 2.7 **Owner.** The record owner or owners of any Lot.

Section 2.8 **Property or Subdivision.** The real property described on the attached Exhibit A and such additions and deletions thereto as may be made in accordance with the provisions of Sections 3.2 and 3.3 of this Declaration.

ARTICLE III
PROPERTY SUBJECT TO THIS DECLARATION:
ADDITIONS AND DELETIONS

Section 3.1 **No Implied Extension of Covenants.** Each Owner and each tenant of any improvements constructed on any Lot, by becoming an Owner or tenant, shall be deemed to have agreed that (a) the Property described on Exhibit A and such additional property as may be annexed pursuant to Section 3.2 hereof shall be the only Property subject to this Declaration, (b) that nothing contained in this Declaration or in any recorded or unrecorded plat, map, picture, drawing, brochure or other representation of a scheme of development, shall be construed as subjecting, or requiring the Developer to subject any other property now or hereafter owned by the Developer to this

Declaration, and (c) that the only manner in which additional land may be subjected to this Declaration is by the procedure set forth in Section 3.2 hereof.

Section 3.2 **Additional Lands.** Developer may, but shall not be obligated to, subject additional land to this Declaration from time to time provided only that (a) any additional land subjected to this Declaration shall be located within the development area generally known as Saint Johns - Six Mile Creek North; and (b) the Owners of property within additional lands made subject to this Declaration shall be and become subject to this Declaration, and shall be responsible for their pro rata share of common expenses for which assessments may be levied pursuant to the terms of the Master Declaration. Addition of lands to this Declaration shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be added. Developer reserves the right to supplement this Declaration to add land to the scheme of this Declaration pursuant to the foregoing provisions without the consent or joinder of any Owner or mortgagee of land within the Property.

Section 3.3 **Withdrawal of Lands.** The Developer reserves the right to withdraw at any time, or from time to time, portions of the Property owned by it from the terms and effect of this Declaration, without the consent or joinder of any other party. The withdrawal of lands as aforesaid shall be made and evidenced by filing in the public records of St. Johns County, Florida, a Supplementary Declaration executed by the Developer with respect to the lands to be withdrawn.

ARTICLE IV **ARCHITECTURAL CONTROL**

Section 4.1 **Architectural Review and Approval.** No landscaping, improvement or structure of any kind, including without limitation, any building, fence, wall, screen enclosure, sewer, drain, disposal system, landscape device or object, driveway or other improvement 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 have been submitted to, and approved in writing by the Developer or the Developer's designee. All plans and specifications shall be evaluated as to visual and acoustical privacy and as to the harmony of external design and location in relation to surrounding structures, topography, existing trees and other natural vegetation and as to specific conformance with architectural criteria which may be imposed from time to time by the Developer. It shall be the burden of each Owner to supply two (2) sets of completed plans and specifications to the Developer and no plan or specification shall be deemed approved unless a written approval is granted by the Developer to the Owner submitting same. The Developer shall approve or disapprove plans and specifications properly submitted within thirty (30) days of each submission. Any change or modification to an approved plan shall not be deemed approved unless a written approval is granted by the Developer to the Owner submitting same.

Section 4.2 **Review Procedures.** The Developer shall have the following rights with respect to architectural review and approval conducted in accordance with this Article IV:

(a) To promulgate, amend, eliminate, or replace architectural criteria applicable to architectural review to be conducted by the Developer. Any amendment of the architectural criteria shall be consistent with the provisions of this Declaration. Notice of any amendment to the architectural criteria, which shall include a verbatim copy of such amendment, shall be delivered to each member of the Association. The delivery to each member of the Association of notice and a copy of any amendment to the architectural criteria shall not, however, constitute a condition precedent to the effectiveness or validity of such amendment. It shall not be necessary for the architectural criteria, or any amendment thereto, to be recorded.

(b) To require submission of two (2) complete sets of all plans and specifications for any improvement or structure of any kind requiring review and approval pursuant to this Article IV. The Developer may also require submission of samples of building materials proposed for use on any Lot, and may require tree surveys to show the effect of the proposed improvements on existing tree cover, and such additional information as reasonably may be necessary for the Developer to completely evaluate the proposed structure or improvement in accordance with this Declaration and applicable architectural criteria.

(c) To approve or disapprove in accordance with the provisions of this Article IV, any improvements or structures of any kind, or any 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.

(d) To adopt a schedule of reasonable fees for processing requests for architectural 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 Developer.

(e) To assign to the Association, all or any portion of Developer's rights of architectural review as reserved by this Article IV.

Section 4.3 Variance. The Developer may authorize variances from compliance with any architectural provisions this Declaration or applicable architectural criteria when circumstances such as topography, natural obstructions, hardships, or aesthetic or environmental considerations require same. Such a variance must be evidenced by a document signed by an authorized representative of the Developer. If such a variance is granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matters for which the variance is granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular Lot and particular provisions of this Declaration or applicable architectural criteria covered by the variance, nor shall it effect in any way an Owner's obligation to comply with all governmental laws and regulations, including but not limited to, zoning ordinances and setback lines or requirements imposed by any governmental or municipal authority.

Section 4.4 Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer as contemplated by this

Article IV, the Developer shall not be liable to any 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 reviews, acceptances, inspections, permissions, consents or required approvals, whether given, granted or withheld by the Developer.

ARTICLE V
EXTERIOR MAINTENANCE ASSESSMENT

Section 5.1 **Exterior Maintenance.** The Association may provide maintenance upon any Lot or Limited Common Area requiring same, when necessary in the opinion of the Association's Board of Directors to preserve the beauty, quality, or value of any or all portions of the Property. Such maintenance shall include but not be limited to painting, roof repair and replacement, repair of gutters, downspouts, and exterior building surfaces, and yard clean-up and yard maintenance. Each affected 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 5.2 **Assessments of Costs.** The cost of any maintenance undertaken by the Association under the provisions of Section 5.1 shall be assessed against each Lot upon which such maintenance is performed or, in opinion of the Board, benefitting from same. 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 Master 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 in all respects, together with interest, attorneys fees, and costs of collection, as provided for in Section 6.5, and shall be subordinate to mortgage liens to the extent provided by Section 6.6 of the Master Declaration.

Section 5.3 **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 5.1, to enter upon any Lot at reasonable hours on any day except 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 VI
USE RESTRICTIONS AND RIGHTS AND
EASEMENTS RESERVED BY DEVELOPER

Section 6.1 **Residential Use.** The Lots subject to this Declaration may be used for residential dwellings and for no other purpose except that one or more Lots may be used for model homes during the development and sale of Lots within the Property or other properties. No business or commercial building may be erected on any Lot and no business may be conducted on any part thereof. No Lot shall be divided, subdivided or reduced in size without the prior written consent of the Developer. Assessments for common expenses attributable to any Lot which may be subdivided

pursuant to this Section 6.1 shall be reallocated by the Developer, in its sole discretion, at the time written consent for such subdivision is given by the Developer.

Section 6.2 **Lot Coverage and Living Area.** The total ground area to be occupied by residential buildings and structures to be constructed upon the Property shall not exceed those percentages as shall be established by the architectural criteria promulgated pursuant to Article IV hercof. Each detached single family residence constructed upon a Lot shall contain a minimum number of square feet of heated and air conditioned living area as prescribed by such architectural criteria.

Section 6.3 **No Detached Buildings.** No garages, tool or storage sheds, tents, trailers, tanks, temporary or accessory buildings or structures shall be erected or permitted to remain on any Lot without the prior written consent of the Developer.

Section 6.4 **Setbacks.** Front, rear and side building setbacks for all dwellings and related structures shall be as established by the architectural criteria promulgated pursuant to Article IV hereof.

6.4.1 **Easement Areas.** No dwelling shall be erected within any easement area shown on any plat of all or any portion of the Property or within any easement reserved by the Master Declaration.

6.4.2 **Measurement of Setbacks.** All setbacks shall be measured from the exterior wall of the dwelling to the applicable Lot or parcel boundary.

Section 6.5 **Landscaping.** Landscaping shall be installed on each Lot as stated hereafter.

6.5.1 A detailed landscaping plan for each Lot and Limited Common Area appurtenant thereto must be submitted to and approved by the Developer at the time of initial construction of a residence on such Lot. All plant material shall be of Florida Grade Number One or better. Maximum utilization of existing trees and shrubs, and natural landscaping techniques shall be encouraged. Sodding with St. Augustine or Bermuda grass varieties only will be required on all yards. No seeding and/or sprigging shall be permitted. An underground automatic sprinkler system of sufficient size and capacity to irrigate all sodded and landscaped areas must be installed and maintained in good working order on all Lots. All Lots and appurtenant Limited Common Areas that are not landscaped or left in a natural wooded state shall be sodded and irrigated to the paved roadway and/or lake's edge where such Lot abuts a roadway and/or lake.

6.5.2 Subsequent to approval by the Developer of landscaping plans submitted pursuant to Section 6.5.1 above, the Owner shall be obligated to complete the landscaping of his Lot and Limited Common Area in accordance with such plans and Section 6.5.1 above, within fifteen (15) days following the issuance of a Certificate of Occupancy for the residence constructed on the Lot by the Building Department of St. Johns County, Florida, or other governmental authority having jurisdiction. In the event the landscaping is not completed as provided herein, the Developer

shall have the right to enter the Lot and complete said landscaping in accordance with the approved plans, in the same manner as exterior maintenance may be performed by the Association pursuant to Article V of this Declaration. The Developer shall be entitled to a lien against the Lot in an amount equal to one hundred ten percent (110%) of the cost to complete landscaping on such Lot and Limited Common Area, which sum may be collected in the same manner as assessments are collected pursuant to Article VI of the Master Declaration.

Section 6.6 Motor Vehicles and Boats. No boats, recreation vehicles or other motor vehicles, except four wheel passenger automobiles, shall be placed, parked or stored upon any Lot, nor shall any maintenance or repair be performed upon any boat or motor vehicle upon any Lot, except within a building, or otherwise screened, so as to be totally isolated from public view. Commercial vehicles shall not be parked within the Property within public view on a regular basis. Construction trailers may be parked only with the prior written consent of the Developer and in an area designated by the Developer.

Section 6.7 Nuisances. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to any party. Any activity on a Lot which interferes with television, 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 Association's Board of Directors, whose decision shall be dispositive of such dispute or question. No immoral, improper or unlawful use shall be made of any portion of the Property and all valid laws, zoning ordinances and regulations of governmental agencies having jurisdiction thereof shall be complied with.

Section 6.8 Antenna. The installation of all aerials, antennae or satellite dishes shall be subject to the approval of the Developer in accordance with architectural criteria imposed by the Developer or the Association from time to time.

Section 6.9 Lakes. Only the Developer and the Association shall have the right to pump or otherwise remove any water from any lake adjacent to or near to the Subdivision for the purpose of irrigation or other use, or to place any refuse in such lake or lakes. The Developer and the Association shall have the sole and absolute right (but no obligation) to control the water level of such lake or lakes and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in or on any such lake. No gas or diesel driven boat shall be permitted to be operated on any lake. Lots which now or may hereafter be adjacent to or include a portion of 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 Association. Further, all shoreline vegetation, including cattails and the like, shall be maintained and controlled by the Owner of any lake parcel pursuant to the requirements of Section 6.16 hereof. If the Owner of any lake parcel fails to maintain the embankment or shoreline vegetation as part of its landscape maintenance obligations in accordance with the foregoing, the 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 pursuant to the provisions of Article V of this

Declaration. Title to any lake parcel shall not include ownership of any riparian rights associated therewith. No docks, bulkheads or other structures shall be constructed on such embankments unless and until same shall have been approved by the Developer. The 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 adjacent to or nearby the Subdivision. The Association shall have the right to deny such use to any person who in the opinion of the Association may create or participate in the disturbance or nuisance on any part of the surface waters of any such lake. The use of the surface waters of any such lake shall be subject to rights granted to other persons pursuant to the rules and regulations of the Association.

Section 6.10 **Insurance and Casualty Damages.** Each Owner shall be required to obtain and maintain in force and effect a policy of fire and other casualty insurance with coverage adequate to cover the full replacement cost of the dwelling and other improvements located on the Owner's Lot. 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 6.11 **Trees.** No tree or shrub, the trunk of which exceeds six (6) inches in diameter one (1) foot above the ground, shall be cut down, destroyed or removed from a Lot without the prior express written consent of the Developer.

Section 6.12 **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 Developer.

Section 6.13 **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 Developer.

Section 6.14 **Lighting.** No lighting shall be permitted which alters the residential character of the Subdivision.

Section 6.15 **Animals.** Dogs shall be kept under control by each Owner at all times and leashed when outside the boundaries of the Owner's Lot. 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 Board, any animal shall become dangerous or an annoyance or nuisance to other Owners, or destructive of wildlife or property, such animal may not thereafter be kept on a Lot. Further, in the event any group of animals shall collectively become dangerous or an annoyance or nuisance to other Owners, or destructive to wildlife or property, the Board shall have the right to require the

applicable Owner to reduce the number of animals kept on the Lot, or to take such other remedial action as the Board shall specify.

Section 6.16 Maintenance of Lots and Limited Common Areas. No weeds, underbrush or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Limited Common Area, and no refuse pile or unsightly objects shall be allowed to be placed or allowed to remain anywhere within the Property. 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, its 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 V hereof. During construction upon any Lot, 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 proceeding. 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 rubbish receptacles and disposal. Construction debris shall not be permitted to remain upon any Lot.

Section 6.17 Fences. Except as approved by the Developer pursuant to Article VI hereof no fence, wall or other barrier shall be constructed upon any Lot or any other portion of the Property.

Section 6.18 Maintenance of Driveways. Each Lot Owner shall be responsible for maintenance of the driveway serving his Lot.

ARTICLE VII **GENERAL PROVISIONS**

Section 7.1 Remedies for Violations.

7.1.1 If any Owner or other person shall violate or attempt to violate any of the covenants or restrictions herein set forth, it shall be lawful for the Association, the Developer, or any Owner (i) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such covenant; or (ii) to maintain any proceeding against those so violating or attempting to violate any such covenant for the purpose of preventing or enjoining all or any such violations, including mandatory injunctions requiring compliance with the provisions of this Declaration. In the event litigation shall be brought by any party to enforce any provisions of this Declaration, the prevailing party in such proceedings shall be entitled to recover from the non-prevailing party or parties, reasonable attorneys fees for pre-trial preparation, trial, and appellate proceedings. The remedies in this section shall be construed as cumulative of all other remedies now or hereafter provided or made available elsewhere in this Declaration, or by law.

7.1.2 In addition to all other remedies, and to the maximum extent allowed by law, the Association may impose a fine or fines against an Owner for failure of an Owner or his guests or invitees to comply with any covenant, restriction, rule or regulation enforceable by the Association, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of the Enforcement Committee (as defined below) at which time the Owner shall present reasons why a fine should not be imposed. At least fourteen (14) days' prior notice of such meeting shall be given.

(b) Enforcement Committee: The Board of Directors shall appoint an Enforcement Committee to perform the functions given it under this Section. The Enforcement Committee shall consist of at least three (3) Members who are not officers, directors or employees of the Association or the spouse, parent, child, brother or sister of such an officer, director or employee. The Enforcement Committee may impose fines only upon a majority vote thereof.

(c) Hearing: The alleged non-compliance shall be presented to the Enforcement Committee at a meeting at which it shall hear reasons why a fine should not be imposed. A written decision of the Enforcement Committee shall be submitted to the Owner by not later than twenty-one (21) days after the meeting.

(d) Amounts: The Enforcement Committee (if its findings are made against the Owner) may impose special assessments in the form of fines against the Lot owned by the Owner. A fine not to exceed the maximum amount allowed by law may be imposed for each violation. A fine may be imposed on the basis of each day of a continuing violation with a single notice and opportunity for hearing, however, no such fine shall exceed the maximum aggregate amount allowed by law for a continuing violation.

(e) Payment of Fines: Fines shall be paid not later than fourteen (14) days after notice of the imposition or assessment of the penalties.

(f) Collection of Fines: Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth elsewhere in this Declaration.

(g) Application of Proceeds: All monies received from fines shall be allocated as directed by the Board of Directors.

(h) Non-exclusive Remedy: The imposition of fines authorized by this Section shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any fine paid by an offending Owner shall be deducted from or offset

against any damages which the Association may otherwise be entitled to recover by law from such Owner.

Section 7.2 **Severability.** Invalidation of any of the provisions of this Declaration by judgment or court order shall not affect or modify any of the other provisions, which shall remain in full force and effect.

Section 7.3 **Additional Restrictions.** No Owner, without the prior written consent of the Developer, may impose any additional covenants or restrictions on any part of the Property, but the Developer may include in any contract or deed hereafter made and covering all or any part of the Property, any additional covenants or restrictions applicable to the Property so covered which are not inconsistent with and which do not lower standards established by this Declaration.

Section 7.4 **Titles.** The addition of titles to the various sections of this Declaration are for convenience and identification only and the use of such titles shall not be construed to limit, enlarge, change, or otherwise modify any of the provisions hereof, each and all of which shall be construed as if not entitled.

Section 7.5 **Termination or Amendment.** The covenants, restrictions, easements and other matters set forth herein shall run with the title to the Property and be binding upon each Owner, the Developer, the Association, and their respective successors and assigns for a period of fifty (50) years, and shall be automatically renewed for successive ten (10) year periods unless terminated as herein provided. The Owners holding two-thirds (2/3) or more of the total votes of the Association may alter, amend or terminate these covenants provided, however, that so long as the Developer owns any land within the Property or owns any property contiguous to the Property, no such termination or amendment shall be effective without the written consent and joinder of the Developer. Further, until such time as the Developer shall not own any lands subject to this Declaration, the Developer shall have the unilateral right to amend this Declaration without the consent or joinder of any other party in any manner which does not materially and adversely affect the value of any Lot or other building parcel located within the Property. Any such amendment to this Declaration shall be executed by the Association and Developer, if applicable, and shall be recorded in the current public records of St. Johns County, Florida.

Section 7.6 **Conflict or Ambiguity in Documents.** To the extent of any conflict, ambiguity, or inconsistency between this Declaration, the Articles, or the Bylaws, the terms of this Declaration shall control both the Articles and Bylaws.

Section 7.7 **Usage.** Whenever used, the singular shall include the plural and the singular, and the use of any gender shall include all genders.


Section 7.8 **Effective Date.** This Declaration shall become effective upon its recordation in the public records of St. Johns County, Florida.

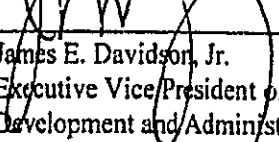
IN WITNESS WHEREOF, the Developer has caused this instrument to be executed under seal this 2nd day of MARCH 2000.


Signed, sealed and delivered in the presence of:

SJ LAND ASSOCIATES, L.L.C.,
a Delaware limited liability company

By: SJ Land Company, it managing member


Name Printed: Fred L. Allison Jr.

By: 
James E. Davidson, Jr.
Executive Vice/President of
Development and Administration


Name Printed: Thomas M. Jenks

STATE OF FLORIDA)
)SS
COUNTY OF ST JOHNS)

The foregoing instrument was acknowledged before me this 2nd day of MARCH 2000, by James E. Davidson, Jr., the Executive Vice President of Development and Administration of SJ Land Company, the managing member of **SJ LAND ASSOCIATES, L.L.C.**, a Delaware limited liability company, on behalf of the company.



(Print Name THOMAS M. JENKS)
NOTARY PUBLIC, State of
Florida at Large
Commission # _____
My Commission Expires:
Personally Known
or Produced I.D. _____
[check one of the above]
Type of Identification Produced

Exhibit A - Property



Thomas M. Jenks
MY COMMISSION # 00541681 EXPIRES
July 13, 2000
BONDED TROY TROY FARM INSURANCE, INC.

EXHIBIT A

(Property)

All of Blocks 7, 8 and 10 of Saint Johns Six Mile Creek North Unit 1 according to the plat thereof recorded in Map Book 37, pages 21 through 44 of the public records of St. Johns County, Florida.

All of Blocks 12, 15, 16, 17 and 18 of Saint Johns Six Mile Creek North Unit 2 according to the plat thereof recorded in Map Book 37, pages 45 through 61 of the public records of St. Johns County, Florida.

Public Records of
St. Johns County, FL
Clerk# 02-051878
O.R. 1809 PG 1101
11:27AM 09/06/2002
REC \$13.00 SUR \$2.00

Prepared by and Return to:

2
③
Thomas M. Jenks, Esq.
Pappas Metcalf Jenks & Miller, P.A.
200 W. Forsyth Street, Suite 1400
Jacksonville, Florida 32202

**FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
SIX MILE CREEK NORTH RESIDENTIAL LOTS**

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR SIX MILE CREEK NORTH RESIDENTIAL LOTS ("First Amendment") is made effective August 20, 2002, by **SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company (the "Developer") and **SAINT JOHNS - SIX MILE CREEK NORTH PROPERTY OWNERS ASSOCIATION, INC.**, a Florida non-profit corporation (the "Association").

RECITALS

A. The Developer has executed the Declaration of Covenants and Restrictions for Six Mile Creek North Residential Lots which is recorded in Official Records Book 1479, at Page 970 of the public records of St. Johns County, Florida (the "Declaration").

B. Pursuant to Section 7.5 of the Declaration, the Developer has the unilateral right to amend the Declaration without the consent or joinder of any other party in a manner that does not materially and adversely affect the value of the any Lot or other building parcel located in the Property.

C. The Developer desires to amend the Declaration as more particularly set forth hereafter, and such amendment shall not materially and adversely affect the value of any Lot or other building parcel located within the Property.

NOW THEREFORE, the Developer, joined by the Association, hereby amends the Declaration as follows:

1. All defined terms contained in this First Amendment shall have the same meanings as such terms are defined by the Declaration.

2. The second sentence of Section 6.1 of the Declaration is hereby amended in its entirety as follows:

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DR1809PG1103

Signed, sealed and delivered
in the presence of:

**SAINT JOHNS - SIX MILE CREEK NORTH
PROPERTY OWNERS ASSOCIATION, INC., a
Florida non-profit corporation**

VT Cunningham
VANESSA CUNNINGHAM
(Print Name)

By: [Signature]
James E. Davidson, Jr.
President

Janelia Agic
JANELIA AGIC
(Print Name)

(CORPORATE SEAL)

STATE OF FLORIDA)
)SS
COUNTY OF St. Johns)

The foregoing instrument was acknowledged before me this 21st day of August, 2002, by James E. Davidson, Jr., the President of **SAINT JOHNS - SIX MILE CREEK NORTH PROPERTY OWNERS ASSOCIATION, INC.**, a Florida non-profit corporation, on behalf of the corporation.



Anita M. Hampton
Print Name: Anita M. Hampton
NOTARY PUBLIC
State of Florida at Large
Commission #
My Commission Expires:
Personally Known X
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

Public Records of
St. Johns County, FL
Clerk# 04-014163
O.R. 2148 PG 1117
02:30PM 03/03/2004
REC \$13.00 SUR \$2.00

1
③
1945
Prepared by and Return to:

Thomas M. Jenks, Esq.
Pappas Metcalf Jenks & Miller, P.A.
245 Riverside Avenue, Suite 400
Jacksonville, Florida 32202

**SECOND AMENDMENT TO DECLARATION OF COVENANTS AND
RESTRICTIONS FOR
SIX MILE CREEK NORTH RESIDENTIAL LOTS**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR SIX MILE CREEK NORTH RESIDENTIAL LOTS ("Second Amendment") is made effective MARCH, 2004, by **SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company (the "Developer") and **SAINT JOHNS - SIX MILE CREEK NORTH PROPERTY OWNERS ASSOCIATION, INC.**, a Florida non-profit corporation (the "Association").

RECITALS

A. The Developer has executed the Declaration of Covenants and Restrictions for Six Mile Creek North Residential Lots which is recorded in Official Records Book 1479, at Page 970 and amended in Official Records Book 1809, at Page 1101, both of the public records of St. Johns County, Florida (together, the "Declaration").

B. Pursuant to Section 7.5 of the Declaration, the Developer has the unilateral right to amend the Declaration without the consent or joinder of any other party in a manner that does not materially and adversely affect the value of the any Lot or other building parcel located in the Property.

C. The Developer desires to amend the Declaration as more particularly set forth hereafter, and such amendment shall not materially and adversely affect the value of any Lot or other building parcel located within the Property.

NOW THEREFORE, the Developer, joined by the Association, hereby amends the Declaration as follows:

1. All defined terms contained in this First Amendment shall have the same meanings as such terms are defined by the Declaration.

2. Section 6.1 of the Declaration is hereby amended in its entirety as follows:

Section 6.1 **Residential Use**. The Lots subject to this Declaration may be used for residential dwellings and related structures and for no other purpose except that one or more Lots may be used for model homes during the development and sale of the Lots or other properties within the Property. No business or commercial building may be erected on any Lot,

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and no business may be conducted on any part of a Lot or within any residential dwelling constructed thereon, unless such business shall be approved in advance by the Board of Directors in writing. No Lots shall be subdivided, reduced in size or combined with one (1) or more other Lots, without the prior written consent of the Developer. Assessments for common expenses attributable to any Lot which may be subdivided, reduced in size or combined pursuant to this Section 6.1 shall be reallocated by the Developer, in its sole discretion, and such reallocation shall be evidenced in writing by recorded covenant or deed restriction.

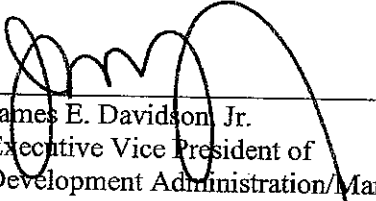
3. Except as specifically amended hereby, the Declaration shall remain in full force and effect as originally executed and recorded.

IN WITNESS WHEREOF, the Developer and Association have caused this Second Amendment to Declaration of Covenants and Restrictions for Six Mile Creek North Residential Lots to be duly executed effective the date and year first above written.

Signed, sealed and delivered in the presence of:

SJ LAND ASSOCIATES, LLC, a Delaware limited liability company

Anita M. Hampton
Anita M. Hampton
(Print Name)
Laura Longhitano
Laura Longhitano
(Print Name)

By: 
James E. Davidson, Jr.
Its: Executive Vice President of
Development Administration/Manager

(CORPORATE SEAL)

STATE OF FLORIDA)
)SS
COUNTY OF St. Johns)

The foregoing instrument was acknowledged before me this 1 day of March, 2004, by JAMES E. DAVIDSON, JR., the Executive Vice President of Development Administration/Manager of SJ LAND ASSOCIATES, LLC, a Delaware limited liability company, on behalf of the company.



Anita M. Hampton
Print Name: Anita M. Hampton
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires: _____
Personally Known
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

Signed, sealed and delivered
in the presence of:

**SAINT JOHNS - SIX MILE CREEK NORTH
PROPERTY OWNERS ASSOCIATION, INC., a
Florida non-profit corporation**

Anita M. Hampton
Anita M. Hampton
(Print Name)
Laura Longhitano
Laura Longhitano
(Print Name)

By: [Signature]
James E. Davidson, Jr.
President

(CORPORATE SEAL)

STATE OF FLORIDA)
)SS
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 1 day of March, 2004, by James E. Davidson, Jr., the President of **SAINT JOHNS - SIX MILE CREEK NORTH PROPERTY OWNERS ASSOCIATION, INC.**, a Florida non-profit corporation, on behalf of the corporation.



Anita M. Hampton
Print Name: Anita M. Hampton
NOTARY PUBLIC
State of Florida at Large
Commission # _____
My Commission Expires:
Personally Known
or Produced I.D.
[check one of the above]
Type of Identification Produced _____

Public Records of
St. Johns County, FL
Clerk# 04-053988
O.R. 2243 PG 942
10:09AM 07/16/2004
REC \$0.00 SUR \$0.00

③
7/16/04
THIS DOCUMENT PREPARED
BY AND RETURN TO:

CAROLINE R. NICHOLS, ESQ.
PAPPAS METCALF JENKS & MILLER, P.A.
245 RIVERSIDE AVENUE
SUITE 400
JACKSONVILLE, FL 32202-4907

OR2243PG0394

↑ Ret
**SUPPLEMENTARY DECLARATION OF COVENANTS AND
RESTRICTIONS FOR SAINT JOHNS - SIX MILE CREEK NORTH RESIDENTIAL LOTS
(Parcels 27, 28, 29, and 31)**

THIS SUPPLEMENTARY DECLARATION is made effective July, 15, 2004, by **SJ LAND ASSOCIATES, LLC**, a Delaware limited liability company ("Developer"), having an address of 101 E. Town Place - Suite 200, St. Augustine, Florida 32092.

WITNESSETH:

WHEREAS, the Developer has executed the Declaration of Covenants and Restrictions for Six Mile Creek North Residential Lots which was recorded on March 8, 2000, in Official Records Volume 1479, Pages 970 through 985, and amended in Official Records Volume 1809, Pages 1101 through 1103, and in Official Records Volume 2148, Pages 1117 through 1119 all of the public records of St. Johns County, Florida (together, the "Declaration"), thereby submitting all of the real property described in the Declaration to the terms thereof;

WHEREAS, the Developer is the owner of the real property more particularly described on Exhibit A attached hereto and made a part hereof (the "Property").

WHEREAS, Section 3.2 of the Declaration allows the Developer to subject the Property to the terms and provisions of the Declaration without the consent or joinder of any other party, and the Developer desires to hereby subject the Property to all terms and provisions of the Declaration.

NOW THEREFORE, the Developer hereby declares that:

1. All capitalized terms contained in this Supplementary Declaration and which are defined by the Declaration, shall have the same meanings as such terms are defined by the Declaration.
2. All of the Property and any portion thereof shall be held, transferred, sold and conveyed and occupied subject to all covenants, restrictions, easements, charges and liens and all other matters as set forth in the Declaration, as the same may be amended from time to time. In the event of conflict between the terms and provisions of the Declaration and this Supplementary Declaration, this Supplementary Declaration shall control.

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3. This Supplementary Declaration shall become effective upon its recordation in the public records of St. Johns County, Florida. Except as specifically supplemented hereby, the Declaration shall remain in full force and effect as originally executed and recorded.

IN WITNESS WHEREOF, the Developer has caused this Supplementary Declaration to be duly executed as of the date first above written.

Signed, sealed and delivered in the presence of:

Caroline R. Nichols
Caroline R. Nichols
(Print Name)
[Signature]
Thomas J. Jensen

SJ LAND ASSOCIATES, LLC, a Delaware limited liability company

By: Bartley J. Rahuba
Print Name: BARTLEY J. RAHUBA
Its: PRESIDENT

101 E. Town Place - Suite 200
St. Augustine, Florida 32092

STATE OF FLORIDA)
)SS
COUNTY OF Duval)

The foregoing instrument was acknowledged before me this 14th day of July, 2004, by Bartley J. Rahuba, the PRESIDENT of SJ LAND ASSOCIATES, LLC, a Delaware limited liability company, on behalf of the company.

Karen M. Godfrey
(Print Name)
NOTARY PUBLIC, State of Florida at Large
Commission # _____
My Commission Expires: _____
Personally Known _____
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____

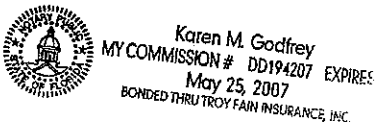


EXHIBIT "A"

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BEING A PART OF THE ANTONIO HUERTAS GRANT, SECTION 38, TOWNSHIP 6 SOUTH, RANGE 28 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE MOST WESTERLY CORNER OF SAINT JOHNS SIX MILE CREEK NORTH UNIT 2, AS RECORDED IN MAP BOOK 37, PAGES 45 THROUGH 61, INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF CONSERVATION PARCEL NO. 14, A 41.82 ACRE TRACT OF LAND, AS SHOWN ON SAID PLAT OF SAINT JOHNS SIX MILE CREEK NORTH UNIT 2; THENCE SOUTH 49°17'28" WEST, A DISTANCE OF 826.67 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF A 110.00 FOOT WIDE FLORIDA POWER AND LIGHT EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 46, PAGE 647 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 02°24'18" EAST, ALONG THE EASTERLY LINE OF SAID FLORIDA POWER AND LIGHT EASEMENT, A DISTANCE OF 566.49 FEET; THENCE SOUTH 28°37'13" EAST, CONTINUING ALONG SAID EASTERLY LINE, A DISTANCE OF 673.54 FEET; THENCE NORTH 65°00'00" EAST, LEAVING SAID EASTERLY LINE, A DISTANCE OF 220.00 FEET; THENCE SOUTH 85°00'00" EAST, A DISTANCE OF 632.63 FEET; THENCE DUE EAST, A DISTANCE OF 380.25 FEET; THENCE SOUTH 05°00'00" WEST, A DISTANCE OF 1249.76 FEET; THENCE SOUTH 61°22'47" WEST, A DISTANCE OF 528.27 FEET; THENCE SOUTH 45°04'08" WEST, A DISTANCE OF 26.90 FEET; THENCE SOUTH 20°14'29" WEST, A DISTANCE OF 21.82 FEET; THENCE SOUTH 18°17'31" EAST, A DISTANCE OF 26.43 FEET; THENCE SOUTH 03°56'01" EAST, A DISTANCE OF 40.30 FEET; THENCE SOUTH 85°37'00" WEST, A DISTANCE OF 44.12 FEET; THENCE SOUTH 38°30'44" WEST, A DISTANCE OF 33.32 FEET; THENCE NORTH 75°05'27" WEST, A DISTANCE OF 34.97 FEET; THENCE NORTH 68°45'20" WEST, A DISTANCE OF 40.66 FEET; THENCE SOUTH 74°43'14" WEST, A DISTANCE OF 27.76 FEET; THENCE SOUTH 53°18'12" WEST, A DISTANCE OF 44.58 FEET; THENCE SOUTH 25°00'23" WEST, A DISTANCE OF 43.43 FEET; THENCE SOUTH 34°45'16" WEST, A DISTANCE OF 32.81 FEET; THENCE SOUTH 53°47'05" WEST, A DISTANCE OF 33.41 FEET; THENCE SOUTH 05°10'38" EAST, A DISTANCE OF 38.82 FEET; THENCE SOUTH 24°25'07" WEST, A DISTANCE OF 36.58 FEET; THENCE SOUTH 28°41'53" EAST, A DISTANCE OF 31.14 FEET; THENCE SOUTH 16°49'25" WEST, A DISTANCE OF 40.88 FEET; THENCE SOUTH 32°56'58" WEST, A DISTANCE OF 35.77 FEET; THENCE SOUTH 65°04'46" WEST, A DISTANCE OF 47.21 FEET; THENCE NORTH 42°41'48" WEST, A DISTANCE OF 102.16 FEET; THENCE SOUTH 60°00'00" WEST, A DISTANCE OF 17.00 FEET; THENCE NORTH 17°30'00" WEST, A DISTANCE OF 29.73 FEET; THENCE NORTH 50°00'00" WEST, A DISTANCE OF 34.26 FEET; THENCE NORTH 88°00'00" WEST, A DISTANCE OF 45.00 FEET; THENCE SOUTH 88°00'00" WEST, A DISTANCE OF 104.27 FEET; THENCE NORTH 74°00'00" WEST, A DISTANCE OF 480.34 FEET; THENCE; THENCE NORTH 30°00'00" WEST, A DISTANCE OF 2088.04 FEET; THENCE NORTH 49°17'28" EAST, A DISTANCE OF 1503.60 FEET TO THE POINT OF BEGINNING.

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