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O.R. 761 PG 1758

This Instrument Prepared By:  
JOHN D. BAILEY, JR.  
Upchurch, Bailey & Upchurch, P.A.  
501 First Union Bank Building  
St. Augustine, Florida 32084

DECLARATION OF COVENANTS AND RESTRICTIONS  
OF MATANZAS CUT

THIS DECLARATION, made as of the date hereinafter set forth, by JIM WILCOX, JR. and BEVERLY R. WILCOX, his wife, hereinafter referred to as "Declarant".

W I T N E S S E T H:

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 real property is not subject to any covenants or restrictions of record; and

WHEREAS, Declarant desires to place covenants and restrictions of record as to the real property hereinafter set forth, and to limit the use of same as set forth hereinafter.

WHEREAS, Declarant deems it desirable to create a not for profit association to manage the property. The association shall own, maintain and administer all the common property as hereinafter defined and shall administer and enforce the easements, covenants, conditions, restrictions and limitations set forth herein and collect and disburse the assessments hereinafter created.

NOW THEREFORE, Declarant hereby declares that the following described real property, situate, lying and being, in St. Johns County, Florida, to wit:

All the land described and contained in the Plat of Matanzas Cut, according to Plat thereof recorded in Map Book 21, Pages 11 and 12, Public Records of St. Johns County, Florida.

and any additional property made subject to this Declaration shall be held, sold and conveyed, subject to the following easements, covenants,

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

ARTICLE I  
DEFINITIONS

Unless the context expressly requires otherwise, the words defined below, whenever used in this Declaration shall have the following meanings:

1.1 "Articles" shall mean and refer to the Articles of Incorporation of the Association as amended from time to time.

1.2 "Association" shall mean and refer to Matanzas Cut Homeowners' Association, Inc., its successors and assigns.

1.3 "By-Laws" shall mean and refer to the By-laws of the Association as amended from time to time.

1.4 "Canal" shall mean and refer to the canal shown on the plat of the property.

1.5 "Common Expenses" shall mean and refer to those items of expense for which the Association is or may be responsible under this Declaration and those additional items of expense approved by the Owners in the manner set forth in the Declaration, the Articles or the By-laws.

1.6 "Common Roads" shall mean and refer to the roads depicted on any plat of the Property which provide ingress and egress to a Lot. The Common Roads shall be considered Common Property of the Association and unless specifically set forth herein to the contrary all rules and regulations and provisions relating to the Common Property shall include the Common Roads.

1.7 "Common Property" shall mean and refer to those tracts of

land deeded to the Association for the common use and enjoyment of the owners and their guests and invitees and all improvements constructed thereon. All common property is intended for the common use and enjoyment of the Owners and their guests, lessees or invitees and the visiting general public to the extent permitted by the Board of Directors of the Association subject to any rules and regulations adopted by the Association and subject to all use rights reserved by Declarant herein or prior to conveying any land to the Association.

1.8 "Declarant" shall mean and refer to Jim Wilcox, Jr. and Beverly R. Wilcox, his wife, their successors and assigns, provided such successors or assigns acquire more than one (1) undeveloped lot from Declarant for the purpose of development.

1.9 "Lot" shall mean and refer to any plot of land together with the improvements thereon, shown on the recorded Subdivision Plat referred to herein and any subsequently recorded Subdivision Plat of any additional contiguous land made subject to this Declaration.

1.10 "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to any lot shown on the Subdivision Plat referred to herein and any Subdivision Plat of additional contiguous land made subject to this Declaration, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

1.11 "Property" shall mean and refer to that certain real property described on page 1 hereof, together with improvements thereon and any additional contiguous property made subject to this Declaration.

## ARTICLE II

### PROPERTY RIGHTS

2.1 The Declarant will convey or cause to be conveyed to the Association, prior to conveyance of the first lot, title to the common roads and other common property subject to taxes for the year of conveyance, easements for drainage and installation of utilities and the right to grant further easements over same as reserved herein.

Every owner has a non-exclusive right and easement of enjoyment in and to the common property that is appurtenant to and passes with the title to every lot, subject to the easements and other rights granted and reserved herein.

2.2 Each owner of a lot, his successors or assigns, guests, invitees, all delivery, pick-up and fire protection services, police, mail carriers, representatives of utilities serving the property, the holders of mortgage liens on the property and such other persons as the Declarant and/or Association shall designate, are hereby granted a perpetual non-exclusive easement for ingress and egress over the common roads.

#### ARTICLE III

##### ARCHITECTURAL CONTROL

3.1 No construction of any buildings or structures on any lot, including docks and bulkheads, fences, mailboxes, walls or other improvements shall be allowed until all construction and landscape plans and specifications for same have been submitted to and approved by the Architectural Control Committee composed of the Declarant, or such agent or agents as may be appointed by said Committee, as to quality of workmanship and materials, harmony of external design with existing buildings or structures, location of said building or structure with respect to topography and finish grade elevation and as to compliance with the provisions of this Declaration. Said plans shall be either approved or disapproved by the Architectural Control Committee within fifteen (15) days following submittal to same. Construction of approved improvements shall be completed within a period of six (6) months from date construction is begun.

Notwithstanding the above, construction of docks and/or bulkheads approved by said Architectural Control Committee may be commenced prior to commencement of construction of a residence on a lot, provided construction of such residence commences within twelve (12) months following completion of construction of such dock and/or bulkhead.

ARTICLE IV  
USE RESTRICTIONS

4.1 No lot shall be used for any purpose except residential. No building other than one (1) single-family dwelling, not to exceed two and one-half (2 1/2) stories in height, may be constructed on any one lot. All garages, utility rooms, porches and screened-in areas shall be designed in harmony with the dwelling. No residence shall be constructed or placed on any lot containing less than 1,200 square feet of heated and cooled living area, with a minimum of one (1) enclosed garage. All garages, utility rooms, porches and screened-in areas shall be in addition to the minimum 1,200 square feet of living area and not considered a part thereof. No business or commercial buildings or equipment may be erected or kept on any lot.

4.2 No structures shall be erected less than twenty-five (25) feet from the front lot line, ten (10') feet from the rear lot line or less than eight (8') feet from the boundary of any other lot of different ownership or street. Eaves and cornices of any structure may not project beyond the setback limits herein established.

4.3 No fence shall be permitted upon any lot which is over four (4') feet in height. All fences must have prior approval from the Architectural Control Committee as to type, location, size or construction. No fences may be installed from the front of a residence to front lot line.

4.4 No dock of any description may be placed or constructed on a lot which exceeds 400 square feet in size. All such docks shall be placed or constructed parallel to the lot and shall not extend more than fifteen (15') from the edge of the upland portion of the lot, so as not to interfere with other lot owners use of the canal.

4.5 No wheeled vehicles of any kind, boats or campers may be kept or parked on any lot or driveway unless same are completely inside a garage, provided, private automobiles of the occupants and guests bearing no commercial signs may be parked in the driveway on a lot. Other vehicles may be parked in said driveways or parking areas during

necessary times solely for pick-up and delivery purposes.

4.6 No livestock, poultry or animals of any kind or size shall be raised, bred or kept on any lot; provided, however, that dogs, cats or other domesticated household pets may be raised and kept provided such pets over ten (10) weeks old shall not exceed two (2) in number. No such pets shall be allowed on the property other than on the lot of the owner of such pets, unless confined to a leash.

4.7 Persistently barking dogs, or dogs running at large, or in packs, shall constitute a nuisance, per se, and a violation of Restriction Number 10 hereof.

4.8 No clotheslines are to be installed on any lot.

4.9 No lot or lots shall be resubdivided.

4.10 No immoral, unlawful, noxious or offensive activity shall be carried on upon the property, nor shall anything be done thereon which may be or may become an annoyance or nuisance.

4.11 No structure of a temporary character, tent, shack, garage, barn, trailer or other outbuilding shall be used on a lot as a residence either temporarily or permanently and no boat moored to a dock within the property may be used as a permanent residence.

4.12 No lot shall be used or maintained as a dumping ground for rubbish and trash. Garbage or other waste shall only be kept in sanitary containers. No mining or excavating operations of any kind shall be permitted upon or in any lot. All lawns, grounds and landscaping shall be maintained in a neat and orderly fashion and not in an unsightly or unkept manner.

4.13 No sign of any kind shall be displayed on any lot except the owner's name and number of residence and temporary "For Sale" or "For Rent" signs containing less than four (4) square feet of display area.

4.14 No satellite dishes shall be installed except in the rear yard or on the rear roof of a residence out of view of the street.

4.15 All lots shall remain uncleared, in a natural state, until a lot is to be used for building purposes. No tree of a height and diameter in excess of four (4') feet may be removed from a lot without the approval of the Architectural Control Committee.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS

5.1 Every owner of a lot, including Declarant shall be a member of the Matanzas Cut Homeowners' Association, Inc. Membership shall be appurtenant to and may not be separated from ownership of said lot.

5.2 The Association shall have two (2) classes of voting members as follows:

5.2.a Class "A" members shall be all owners with the exception of Declarant and shall be entitled to one (1) vote for each lot owned. When more than one (1) person holds an interest in a lot, all such persons shall be members and the vote for such lot shall be exercised as they may determine among themselves. In no event shall more than one (1) vote be cast with respect to any lot owned by Class "A" members.

5.2.b Class "B" member shall be Declarant who shall be entitled to exercise three (3) votes for each lot owned. The Class "B" membership shall cease and be converted to Class "A" membership when the total votes outstanding in the Class "A" membership equal the total votes outstanding in the Class "B" membership, or ten (10) years following the date of conveyance of the first lot, whichever occurs first.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENT

6.1 Declarant hereby covenants for each lot within the property and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot,, whether or not it shall be so expressed in his deed, to pay to the Association annual assessments and special assessments for capital improvements. Such assessments will be established and

collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the property and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person or persons unless expressly assumed by them.

6.2 The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, and recreation of owners of lots in the property, and for the improvement and maintenance of all common roads, common property, landscaped areas and the portion of the canal not maintained by the adjoining lot owners, for the operation and administration of the Association, for the establishment of a maintenance, repair and reserve account, for the installing and maintenance of street lighting and signage, for payment of taxes and insurance on all common property and common roads and for such other purposes as are set forth or permitted in this Declaration, the Articles of Incorporation or By-laws.

6.3 In addition to the annual assessments authorized above, 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, repair or replacement of a capital improvement on the common property or common roads. Any such assessment must be approved by a majority of each Class of members who are voting in person or by proxy at a meeting duly called for such purpose. The right of assessment for annual and special assessments authorized herein shall be equal and uniform for all lots.

6.4 The annual assessments authorized herein shall commence on January 1, 1988. The Board of Directors of the Association shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the due date thereof, and shall fix the dates such amounts become due. Notice of the annual assessments shall be



mailed to every owner subject thereto. Notwithstanding any provision to the contrary herein, Declarant, for any lots which they own, shall not be liable for assessments so long as they fund any deficit in the operating expenses of the Association. Provided further, in their sole discretion, Declarant may at any time commence paying assessments as to lots owned by them and thereby automatically terminate their obligation for any deficit in the operating expenses of the Association.

6.5 The Association shall, on demand and for a reasonable charge, furnish to the owner liable for any assessment a certificate in writing, signed by an officer of the Association, setting forth whether the assessments against a specific lot have been paid, and if not, the amounts owed therefore.

6.6 Any assessment not paid within thirty (30) days after the due date shall be deemed in default and such assessment together with interest from the due date at the highest rate allowed by law and costs of collection thereof, including a reasonable attorney fee at the trial and appellate level, shall become a continuing lien against the lot. The Association may bring an action at law against the owner personally obligated to pay same, or may foreclose the lien against the lot as provided herein. The Association shall have the right to record a Claim of Lien in the Public Records of St. Johns County, Florida, giving notice to all persons that the Association is asserting a lien upon the lot. Said Claim of Lien shall state the description of the lot, name of the record owner thereof, the amount due and the due date thereof. Such Claim of Lien shall be signed and verified by an officer of the Association and shall continue in effect until all sums secured by same have been fully paid. Upon full payment of the total amount due, the party making payment shall be entitled to a recordable Satisfaction of Lien. No owner may waive or escape liability for the assessments provided for herein by abandonment of his lot.

6.7 The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding

in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

## ARTICLE VII

EASEMENTS

7.1 For so long as Declarant is a Class B member, Declarant reserves the right without further consent from any other lot owners to grant to any public utility company, municipality or other governmental unit, water or sewage company or cable television company an easement for a right-of-way in and over all roads and streets shown on the plat of the property, and also, in and to, a five (5') foot strip of land located parallel to and along all rear and side lot lines, for all purposes including the right to erect and lay or cause to be erected or laid, constructed, maintained, removed or repaired all light and telephone poles, wires, water and gas pipes and conduits, catch basins, cable TV lines, surface drains, sewage lines and such other customary or usual appurtenances as may, from time to time, in the opinion of Declarant or any utility company or governmental authority, be deemed necessary or advisable. Any purchaser by accepting a deed to any lot does thereby waive any claim for damages against Declarant, their successors or assigns incurred by the construction, maintenance and repair of said utilities, or on account of temporary or other inconvenience caused thereby.

7.2 The Association is hereby granted an easement for ingress and egress over and for the use of the canal. The Association shall be responsible for maintaining all portions of the canal, excepting the banks. The owners of lots fronting on the canal shall be responsible for maintaining the portion of the canal's banks situated within the boundary of their lot.

ARTICLE VIII  
GENERAL PROVISIONS

8.1 Enforcement of these restrictions shall be by proceedings at law or in equity against any person violating or attempting to violate any covenant or restriction either to restrain the violation or to recover damages, or both. The prevailing party in any such action shall be entitled to recover reasonable attorney's fees and court costs.

8.2 Invalidation of any one of these covenants or restrictions by judgement or court order shall not affect any of the other provisions hereof, which shall remain in full force and effect.

8.3 Any failure of the Declarant or lot owners, their successors or assigns to promptly enforce any of the restrictions or covenants contained herein, shall not be deemed a waiver of the right to do so thereafter.

8.4 The Declarant reserves and shall have the sole right to annex additional contiguous land on which additional lots may be developed and make same subject to this Declaration without the joinder or consent of any lot owner, the Association, the holder of a mortgage or lien affecting the property or any other person. The owners of lots developed on such contiguous land shall be members of the Association in accordance with the provisions of this Declaration and shall be subject to all covenants, rules, regulations and by-laws in the same manner and with the same effect as the original lot owners.

8.5 The power to alter, amend or vary these covenants and restrictions by recorded instrument is specifically reserved unto Declarant for a period of two (2) years, or until all lots have been sold, whichever is later.

8.6 These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming through, by or under them until December 31, 2016. After said date, said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of

the lots has been recorded agreeing to change said covenants in whole or in part.

IN WITNESS WHEREOF, the undersigned Declarant have affixed their hand and seal on this 28<sup>th</sup> day of October, 1987.

Signed, sealed and delivered  
in the presence of:

John D. Bailard

J. Wilcox  
JIM WILCOX, JR.

Regina A. Wilcox

Beverly R. Wilcox  
BEVERLY R. WILCOX

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, before me, the undersigned authorities, personally appeared JIM WILCOX, JR. and BEVERLY R. WILCOX, his wife, known to be the persons described in and who executed the foregoing Declaration of Covenants and Restrictions and acknowledged before me that they executed the same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 27 day of October, 1987.

Regina A. Wilcox  
Notary Public, State of Florida

My Commission Expires: 1-6-89

CONSENT OF MORTGAGEE

PROSPERITY BANK OF ST. AUGUSTINE, a State banking corporation, organized and existing under the laws of the State of Florida, the owner and holder of a first mortgage upon the real property described in the foregoing Declaration of Covenants and Restrictions of MATANZAS CUT, which mortgage is dated May 14, 1987, and recorded in Official Records Book 744, Page 1853, of the public records of St. Johns County, Florida, and a second mortgage upon the real property described in the foregoing Declaration of Covenants and Restrictions of MATANZAS CUT, which mortgage is dated May 27, 1987, and recorded in Official Records Book 746, Page 266, of the public records of St. Johns County, Florida, hereby agrees to the filing of said Declaration of Covenants and Restrictions of MATANZAS CUT, as covenants running with the land and to the subordination of the lien of its said mortgage to the terms of the aforesaid Declaration of Covenants and Restrictions of MATANZAS CUT.

DATED this 28th day of October, 1987.

Signed, sealed and delivered  
in the presence of:

Daniel C. Ray  
Carol F. Price

PROSPERITY BANK OF ST. AUGUSTINE,  
a State banking corporation

By: John A. Lester  
its President

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day before me, the undersigned authority, personally appeared John A. Lester as President of PROSPERITY BANK OF ST. AUGUSTINE, a State banking corporation, known to me to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same as such officer for the uses and purposes therein expressed and same is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of October, 1987.

William M. Shales  
Notary Public, State of Florida

My Commission Expires: 11/21/87

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O.R. 828 PG 1421

This Instrument Prepared By:

JOHN D. BAILLY, JR.  
Upchurch, Bailey & Upchurch, P.A.  
780 N. Ponce de Leon Boulevard  
St. Augustine, Florida 32085-3007

**FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS  
OF MATANZAS CUT**

THIS FIRST AMENDMENT to the Declaration of Covenants and Restrictions of Matanzas Cut recorded in Official Records Book 761, Pages 1758 through 1790, of the Public Records of St. Johns County, Florida, (the "Declaration") is made as of the date hereinafter set forth, by JIM WILCOX, JR., and BEVERLY R. WILCOX, his wife, (the "Declarant").

**WITNESSETH:**

WHEREAS, Section 8.4 of the Declaration authorizes the Declarant to annex additional contiguous land and make same subject to the Declaration without the joinder or consent of any lot owner, the Association, the holder of a mortgage or lien affecting any lot within the Matanzas Cut Subdivision or any other person; and

WHEREAS, Declarant has developed five (5) lots on contiguous land known as Matanzas Cut Addition and more particularly described on Exhibit "A", attached hereto (the "Matanzas Cut Addition Property") which Declarant desires to annex and make subject to the Declaration.

O.R. 828 PG 1422

**NOW, THEREFORE,** Declarant hereby amends the Declaration as follows:

1. Pursuant to the provisions of paragraph 8.4 of the Declaration, Declarant hereby declares that the Matanzas Cut Addition Property, is and shall be subject to the Declaration and all terms and provisions thereof. The Matanzas Cut Addition Property shall be held, sold and conveyed subject to the easements, covenants, conditions and restrictions contained in the Declaration, all of which are for the purpose of protecting the value and desirability of, and which shall be covenants and restrictions to run with the Matanzas Cut Addition Property and binding on all parties having any right, title or interest in the Matanzas Cut Addition Property, or their heirs, successors and assigns and shall enure to the benefit of the owners thereof. The owners of lots within the Matanzas Cut Addition Property shall be members of the Matanzas Cut Homeowner's Association and shall be subject to all covenants, rules, regulations, and bylaws in the same manner and with the same effect as lot owners within the Matanzas Cut Subdivision.

**IN WITNESS WHEREOF,** the undersigned Declarant has affixed their hand and seal on this 14th day of August, 1989.

Signed, sealed and delivered  
in the presence of:

[Signature]  
Witness  
[Signature]  
Witness

[Signature] (SEAL)  
JIM WILCOX, JR.  
[Signature] (SEAL)  
BEVERLY B. WILCOX

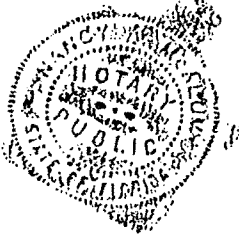
O.R. 828 PG 1423

STATE OF FLORIDA

COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, before me, the undersigned authority, personally appeared, JIM WILCOX, JR., and BEVERLY R. WILCOX, his wife, known to be the persons described in and who executed this foregoing Amendment to Declaration of Covenants and Restrictions and acknowledged before me that they executed same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 14th day of August, 1989.



Nancy A. McAlary  
Notary Public  
State of Florida at Large

My commission expires:

8/28/92



EXHIBIT "A"

O.R. 828 PG 1424

A parcel of land lying in Section 27, Township 8 South, Range 30 East, St. Johns County, Florida, being a part of property now or formerly of John J. Richards as shown on the Map of Bulkhead line for Treasure Beach, Map Book 11, Pages 49 and 50, Public Records of St. Johns County, Florida, and also being a portion of the 3' buffer as shown along the North line of Matanzas Cut Subdivision as recorded in Map Book 21, Pages 11 and 12, Public Records of St. Johns County, Florida, and parcel being more particularly described as follows: For a Point of Commencement use the Northeast corner of lands now or formerly owned by A.E. Whitmore, said lands as described in Deed Book 257, page 454, Public Records of said county; thence South 70 degrees 19 minutes 31 seconds West along the Northeast line of said lands 331.49 feet, said line being the North line of said Matanzas Cut Subdivision; to the Southeast corner of lands now or formerly of John J. Richards; thence South 19 degrees 41 minutes 59 seconds East, 3 feet to the South line of aforementioned 3 foot buffer, the Point of Beginning; thence continue South 70 degrees 19 minutes 31 seconds West 80.00 feet along said Southline; thence North 19 degrees 41 minutes 59 seconds West 103.00 feet; thence North 70 degrees 19 minutes 31 seconds East, 80 feet; thence South 19 degrees 41 minutes 59 seconds East, 103.00 feet to the Point of Beginning. Parcel contains  $\pm$  0.189 acres.

Also known as Lot 28 of Matanzas Cut Addition, an unrecorded subdivision.

A parcel of land lying in Section 27, Township 8 South, Range 30 East, St. Johns County, Florida, being a part of property now or formerly of John J. Richards as shown on the map of Bulkhead line for Treasure Beach, Map Book 11, Pages 49 and 50, Public Records of St. Johns County, Florida, and also being a portion of the 3' buffer as shown along the North line of Matanzas Cut Subdivision, as recorded in Map Book 21, Pages 11 and 12, Public Records of St. Johns County, Florida, and parcel being more particularly described as follows: For a Point of Commencement use the Northeast corner of lands now or formerly owned by A.E. Whitmore, said lands as described in Deed Book 257, Page 454, Public Records of said county; thence South 70 degrees. 19 minutes, 31 seconds West along the Northeast line of said lands 331.49 feet, the said line being the North line of said Matanzas Cut Subdivision; to the Southeast corner of lands now or formerly of John J. Richards; thence South 19 degrees, 41 minutes, 59 seconds East, 3 feet to the South line of aforementioned 3 foot buffer; thence South 70 degrees, 19 minutes, 31 seconds West, 80.00 feet along said South line to the Point of Beginning; thence continue South 70 degrees, 19 minutes, 31 seconds West 80.00 feet along said Southline; thence North 19 degrees, 41

minutes, 59 seconds West 103.00 feet; thence North 70 degrees, 19 minutes, 31 seconds East, 80.00 feet; thence South 19 degrees, 41 minutes, 59 seconds East, 103.00 feet to the Point of Beginning.

Also known as Lot 29 of Matanzas Cut Addition, an unrecorded subdivision.

A parcel of land lying in Section 27, Township 8 South, Range 30 East, St. Johns County, Florida, being a part of property now or formerly of John J. Richards as shown on the Map of Bulkhead line for Treasure Beach, map Book 11, Pages 49 and 50, Public Records of St. Johns County, Florida, and also being a portion of the 3' buffer as shown along the North line of Matanzas Cut Subdivision, as recorded in Map Book 21, Pages 11 and 12, Public Records of St. Johns County, Florida, and parcel being more particularly described as follows: For a Point of Commencement use the Northeast corner of lands now or formerly owned by A.E. Whitmore, said lands as described in Deed Book 257, Page 454, Public Records of said county; thence South 70 degrees, 19 minutes, 31 seconds West along the Northeast line of said lands 331.49 feet, said line being the North line of said Matanzas Cut Subdivision; to the Southeast corner of lands now or formerly of John J. Richards; thence South 19 degrees, 41 minutes, 59 seconds West, 3 feet to the South line of aforementioned 3 foot buffer; thence South 70 degrees, 19 minutes, 31 seconds West, 160.00 feet along said South line to the Point of Beginning; thence continue South 70 degrees, 19 minutes, 31 seconds West, 80.00 feet along said Southline; thence North 19 degrees, 41 minutes, 59 seconds West 103.00 feet; thence North 70 degrees, 19 minutes, 31 seconds East, 80 feet; thence South 19 degrees, 41 minutes, 59 seconds East, 103.00 feet to the Point of Beginning. Parcel contains ± 0.189 acres.

Also known as Lot 30 of Matanzas Cut Addition, an unrecorded subdivision.

A parcel of land lying in Section 27, Township 8 South, Range 30 East, St. Johns County, Florida, being a part of property now or formerly of John J. Richards as shown on the Map of Bulkhead line for Treasure Beach, Map Book 11, Pages 49 and 50, Public Records of St. Johns County, Florida, and also being a portion of the 3' buffer as shown along the North line of Matanzas Cut Subdivision, as recorded in Map Book 21, Pages 11 and 12, Public Records of St. Johns County, Florida, and parcel being more particularly described as follows: For a Point of Commencement use the Northeast corner of lands now or formerly owned by A.E. Whitmore, said lands as described in Deed Book 257, Page 454, Public Records of said county; thence South 70 degrees, 19 minutes, 31 seconds West along the Northeast line of said lands 331.49 feet, said line being the North line of said Matanzas Cut

O.R. 828 PG 1426

Subdivision; to the Southeast corner of lands now or formerly of John J. Richards; thence South 19 degrees, 41 minutes, 59 seconds West 3 feet to the South line of aforementioned 3 foot buffer; thence South 70 degrees, 19 minutes, 31 seconds West, 240.00 feet along said South line to the Point of Beginning; thence continue South 70 degrees, 19 minutes, 31 seconds West, 80.00 feet along said Southline; thence North 19 degrees, 41 minutes, 59 seconds West 103.00 feet; thence North 70 degrees, 19 minutes, 31 seconds East, 80 feet; thence South 19 degrees, 41 minutes, 59 seconds East, 103.00 feet to the Point of Beginning. Parcel contains  $\pm$  0.189 acres.

Also known as Lot 31 of Matanzas Cut Addition, an unrecorded subdivision.

A parcel of land lying in Section 27, Township 8 South, Range 30 East, St. Johns County, Florida, being a part of property now or formerly of John J. Richards as shown on the Map of Bulkhead line for Treasure Beach, Map Book 11, Pages 49 and 50, Public Records of St. Johns County, Florida, and also being a portion of the 3' buffer as shown along the North line of Matanzas Cut Subdivision as recorded in Map Book 21, Pages 11 and 12, Public Records of St. Johns County, Florida, and parcel being more particularly described as follows: For a Point of Commencement use the Northeast corner of lands now or formerly owned by A.E. Whitmore, said lands as described in Deed Book 257, Page 454, Public Records of said county; thence South 70 degrees, 19 minutes, 31 seconds West along the Northeast line of said lands 331.49 feet, said line being the North line of Matanzas Cut Subdivision; to the Southeast corner of lands now or formerly of John J. Richards; thence South 19 degrees, 41 minutes, 59 seconds East, 3 feet to the South of aforementioned 3 foot buffer; thence South 70 degrees, 19 minutes, 31 seconds West 320 feet along said South line to the Point of Beginning; thence continue South 70 degrees, 19 minutes, 31 seconds West, 36.90 feet along said Southline; thence North 19 degrees, 41 minutes, 59 seconds West 3.00 feet; thence South 70 degrees, 19 minutes, 31 seconds West along the North line of said Matanzas Cut Subdivision, 360.81 feet to the above referenced bulkhead line; thence North 34 degrees, 39 minutes, 50 seconds West along said bulkhead line, 103.52 feet; thence North 70 degrees, 19 minutes, 31 seconds East, 424.43 feet; thence South 19 degrees, 41 minutes, 59 seconds East, 103.00 feet to the Point of Beginning. Said parcel contains  $\pm$ .90 acres.

Also known as Lot 32 of Matanzas Cut Addition, an unrecorded subdivision.

RECORDED  
ST. JOHNS COUNTY, FLA.

89 AUG 15 AM 11:07

Ben. H. Mink  
CLERK OF CIRCUIT COURT

89 22254

O.R. 831 PG 1053

This Instrument Prepared By:

KEITH R. FOUNTAIN  
Upchurch, Bailey & Upchurch, P.A.  
780 N. Ponce de Leon Boulevard  
St. Augustine, Florida 32085-3007

SECOND AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS  
OF MATANZAS CUT

THIS SECOND AMENDMENT to the Declaration of Covenants and Restrictions of Matanzas Cut recorded in Official Records Book 761, Pages 1758 through 1790, of the Public Records of St. Johns County, Florida, (the "Declaration") is made as of the date hereinafter set forth, by JIM WILCOX, JR., and BEVERLY R. WILCOX, his wife, (the "Declarant").

WITNESSETH:

WHEREAS, the Declarant has developed five (5) lots on contiguous land known as Matanzas Cut Addition, more particularly described in that First Amendment to Declaration of Covenants and Restrictions of Matanzas Cut dated the 14th day of August, 1989, and recorded in Official Records Book 828, Page 1421, of the Public Records of St. Johns County, Florida:

WHEREAS, Matanzas Cut Addition was made subject to the Declaration, and the Articles of Incorporation and By-Laws of Matanzas Cut Homeowner's Association, Inc., by said First Amendment to the Declaration; and

C.R. 831 PG 1054

WHEREAS, it is the intention of Declarant that each lot in the Matanzas Cut Addition shall be a "lot" and each owner of a lot therein be an "owner" as such terms are defined in the Declaration.

NOW, THEREFORE, Declarant hereby amends Article I, Sections 9 and 10, of the Declaration as follows:

1.9 "Lot" shall mean and refer to any plot of land together with the improvements thereon, shown on the recorded Subdivision Plat referred to herein or contained within any division of additional contiguous land subsequently made subject to this Declaration.

1.10 "Owner" shall mean and refer to the record owner, whether one (1) or more persons or entities, of a fee simple title to any lot shown on the Subdivision Plat referred to herein or contained within any division of additional contiguous land subsequently made subject to this Declaration, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

O.R. 831 PG 1055

IN WITNESS WHEREOF, the undersigned Declarant has affixed  
their hand and seal on this 12<sup>th</sup> day of September, 1989.

Signed, sealed and delivered  
in the presence of:

Karl R. Lutz  
Witness  
Jeff C. Gordin  
Witness

Jim Wilcox, Jr. (SEAL)  
Beverly R. Wilcox (SEAL)  
BEVERLY R. WILCOX

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, before me, the  
undersigned authority, personally appeared, JIM WILCOX, JR., and  
BEVERLY R. WILCOX, his wife, known to be the persons described in  
and who executed this foregoing Amendment to Declaration of  
Covenants and Restrictions and acknowledged before me that they  
executed same for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State  
last aforesaid this 12<sup>th</sup> day of September, 1989.

Karl R. Lutz  
Notary Public  
State of Florida at Large  
My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA  
My Commission Expires June 23, 1992



FILED AND RECORDED  
ST. JOHNS COUNTY, FLA.

89 SEP 12 PM 4:13

Jim and Beverly  
CLERK OF CIRCUIT COURT

3  
This Instrument Prepared By:  
Stephen A. Faustini  
Upchurch, Bailey and Upchurch, P.A.  
Post Office Drawer 3007  
St. Augustine, Florida 32085-3007  
FN: 11475.205244

**FIRST AMENDMENT TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF  
MATANZAS CUT**

THIS FIRST AMENDMENT to the Declaration of Covenants and Restrictions of Matanzas Cut (the "Declaration"), recorded in Official Records 761, Pages 1758 through 1769, of the public records of St. Johns County Florida, is executed this 25 day of March, 2005.

**WITNESSETH:**

**WHEREAS**, the Matanzas Cut Homeowners' Association, Inc. (the "Association") desires to amend the Declaration of Covenants and Restrictions of Matanzas Cut to prohibit the lease or rental of property/structures located within the Matanzas Cut subdivision for periods of time less than six months and one day; and

**WHEREAS**, Section 720.306(1)(b), Florida Statutes (2005), authorizes the amendment of the Declaration by the affirmative vote of two-thirds (2/3's) of the voting interests of the Association.

**NOW, THEREFORE**, the Association hereby amends the Declaration as follows:

1. Article IV, Section 4.16 is hereby added as follows:

**4.16** No lease or rental agreement of or for any dwelling or structure located on any Lot having a term of less than six months and one day shall be allowed. Owners must provide a copy of the lease or rental agreement to the Association's Board of Directors prior the commencement of any lease or rental agreement. Occupants/tenants must abide by the Declaration and the Association's other governing documents, copies of which shall be furnished to the occupants/tenants by the Lot Owner.

2. In all other respects, the Declaration remains unmodified and in full force and effect.

3. Capitalized terms not defined in this amendment shall have the meanings set forth in the Declaration.

IN WITNESS WHEREOF, the Association has caused these presents to be executed this 25 day of March, 2005.

Signed, sealed and delivered in the presence of:

MATANZAS CUT HOMEOWNERS' ASSOCIATION, INC.

Desiree DeFalso  
Witness: Desiree DeFalso  
(type or print name)

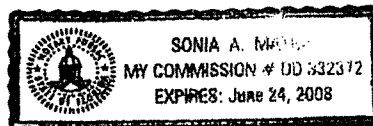
By: Thomas H. Odenbach  
Print Name: THOMAS H. ODENBACH  
Title: PRESIDENT

Susie Mazzio  
Witness: Susie Mazzio  
(type or print name)

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this 25 day of March, 2005, by Thomas H. Odenbach as President of Matanzas Cut Homeowners' Association, Inc., on behalf of the corporation, who ( ) is personally known to me or (X) has produced Florida driver's license number FL 0353828364250 as identification.

Sonia A. Mather  
Notary Public





**CERTIFICATE OF APPROVAL**

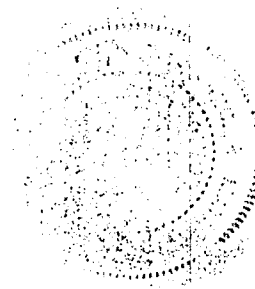
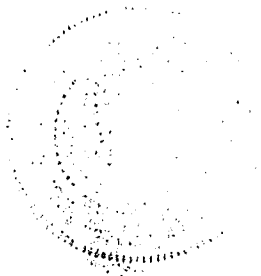
The undersigned, being the Secretary of the Matanzas Cut Homeowners' Association, Inc., hereby certifies that the foregoing amendment to the Declaration of Covenants and Restrictions of Matanzas Cut was approved by the Association at a meeting of the members held January 15, 2005.

Dated this 24 day of May, 2005.

MATANZAS CUT HOMEOWNERS'  
ASSOCIATION, INC.

(CORPORATE SEAL)

By: Brenda Bau  
Print Name: BRENDA BAU  
Title: SECRETARY



3

This Instrument Prepared By:  
Stephen A. Faustini  
Upchurch, Bailey and Upchurch, P.A.  
Post Office Drawer 3007  
St. Augustine, Florida 32085-3007  
FN: 11475.205244

**THIRD AMENDMENT TO  
DECLARATION OF COVENANTS AND RESTRICTIONS  
OF  
MATANZAS CUT**

THIS THIRD AMENDMENT to the Declaration of Covenants and Restrictions of Matanzas Cut (the "Declaration"), recorded in Official Records 761, Pages 1758 through 1769, as amended by a First Amendment recorded in Official Records Book 828, Pages 1421 through 1426, and by a Second Amendment recorded in Official Records Book 831, Pages 1053 through 1055, all of the public records of St. Johns County Florida, is executed this 19 day of August, 2005.

**WITNESSETH:**

**WHEREAS**, the Matanzas Cut Homeowners' Association, Inc. (the "Association") desires to amend the Declaration of Covenants and Restrictions of Matanzas Cut to prohibit the lease or rental of property/structures located within the Matanzas Cut subdivision for periods of time less than six months and one day;

**WHEREAS**, Section 720.306(1)(b), Florida Statutes (2005), authorizes the amendment of the Declaration by the affirmative vote of two-thirds (2/3's) of the voting interests of the Association;

**WHEREAS**, this amendment was previously recorded in Official Records Book 2451, Pages 1790 through 1792, as the First Amendment to Declaration of Covenants and Restrictions of Matanzas Cut;

**WHEREAS**, the Association subsequently determined that both a First Amendment and Second Amendment, as listed above, had previously been recorded; and

**WHEREAS**, the Association desires to re-record this amendment and properly identify it as the Third Amendment to Declaration of Covenants and Restrictions of Matanzas Cut.

**NOW, THEREFORE**, the Association hereby amends the Declaration as follows:

1. Article IV, Section 4.16 is hereby added as follows:

**4.16** No lease or rental agreement of or for any dwelling or structure located on any Lot having a term of less than six months and one day shall be allowed. Owners must provide a copy of the lease or rental agreement to the Association's Board of Directors prior the commencement of any lease or rental agreement. Occupants/tenants must abide by the Declaration and the Association's other governing documents, copies of which shall be furnished to the occupants/tenants by the Lot Owner.

2. In all other respects, the Declaration remains unmodified and in full force and effect.

3. Capitalized terms not defined in this amendment shall have the meanings set forth in the Declaration, and any prior amendments thereto.

**IN WITNESS WHEREOF**, the Association has caused these presents to be executed this 18<sup>th</sup> day of August, 2005.

Signed, sealed and delivered in the presence of:

MATANZAS CUT HOMEOWNERS' ASSOCIATION, INC.

Stephanie Hull  
Witness: Stephanie Hull  
(type or print name)

By: Thomas H. Odenhall  
Print Name: THOMAS H. ODEHALL  
Title: PRESIDENT

Sarah Allen  
Witness: Sarah Allen  
(type or print name)

STATE OF FLORIDA  
COUNTY OF ST. JOHNS

THE FOREGOING instrument was acknowledged before me this 18<sup>th</sup> day of August, 2005, by Thomas H. Odenhall as President of Matanzas Cut Homeowners' Association, Inc., on behalf of the corporation, who (x) is personally known to me or ( \_ ) has produced Florida driver's license number \_\_\_\_\_ as identification.

Stephanie Hull  
Notary Public  


CERTIFICATE OF APPROVAL

The undersigned, being the Secretary of the Matanzas Cut Homeowners' Association, Inc., hereby certifies that the foregoing Third Amendment to Declaration of Covenants and Restrictions of Matanzas Cut was approved by the Association at a meeting of the members held January 5<sup>th</sup>, 2005.

Dated this 19<sup>th</sup> day of August, 2005.

MATANZAS CUT HOMEOWNERS'  
ASSOCIATION, INC.

(CORPORATE SEAL)



By: [Signature]  
Print Name: Blenda Bail  
Title: Secretary MCHA