

90 12333

O.R. 856 PG 1070

COVENANTS AND RESTRICTIONS
SOUTHCREEK
ST. JOHNS COUNTY

STATE OF FLORIDA
COUNTY OF ST. JOHNS

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the undersigned, ST. JOHNS VENTURES I, a partnership existing under the laws of the State of Florida is the Owner in fee simple of the lands described in SCHEDULE "A" attached hereto, said lands platted of a subdivision known as SOUTHCREEK, and

WHEREAS, said hereinafter called "Owner" is desirous of placing certain covenants and restrictions upon the use of the above described property, said covenants and restrictions to run with the title to said property;

NOW, THEREFORE, for and in consideration of the mutual benefits and for other valuable considerations, the Owner does for itself, its successors and assigns, restrict the use, as hereinafter provided, of all the above described lots, such lots being sometimes hereinafter called "said land" and does hereby place upon said land the following covenants and restrictions (the "Covenants"):

1. The Covenants are to run with the said land and shall be binding on all persons who now hold, or who hereafter acquire any interest in any of the said land, for a period of thirty (30) years from the date of these Covenants and Restrictions, at which time the Covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of a majority of the then ownerships of the lots, it is agreed to change the Covenants in whole or in part. Each lot shall constitute one ownership.

2. If the persons subject hereto, or any of them or their heirs or assigns, shall violate or attempt to violate any of the Covenants, any other person or persons owning any of the lots shall be authorized to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any of the Covenants and either to enjoin him or them from such violations and/or to recover damages or obtain other remedies for such violations.

This instrument was prepared by
EDWARD MCCARTHY, JR.
1238 Frederica Place
Jacksonville, Florida 32206



3. Invalidation of any one of the Covenants by judgment or court order shall in no wise affect any of the other provisions hereof which shall remain in full force and effect.

4. The Owner shall have the right to resubdivide or replat any of the said land. In the event any of said land is resubdivided or replatted for rights-of-way for roads, streets or easements, none of the restrictions contained herein shall apply to the portions thereof used for such purposes.

5. No structures of any kind shall be erected, altered, placed or permitted to remain on any of the lots other than: (i) one single family dwelling, not to exceed two and one half (2½) stories in height; and (ii) one private garage for not more than three (3) cars; and (iii) one servant's room or utility room attached to the garage on the ground floor level and (iv) one one-story out building for storage located to the rear or the back building line of the dwelling, and having not more than five hundred (500) square feet of floor space.

6. No building or fencing shall be erected, placed or altered on any lot until the building plans, specifications and plan showing the proposed locations of all structures have been approved in writing as to quality of workmanship and materials, conformity and harmony of external design with existing structures and as to location of the structure with respect to topography and finished grade elevations, by one of the managing trustees of St. Johns Ventures I. No fence or wall shall be erected, placed or altered on any lot closer than fifty (50) feet from any county road nor shall any fence be erected which exceeds six (6) feet in height without the approval of a managing trustee. All fences and posts shall be of all wood construction. In the event a managing trustee fails to approve or disapprove such design or location within sixty (60) days after structure or fence plans and specifications have been submitted to in writing, or in any event, if no suit to enjoin the erection of any such structure or the making of any such alterations have been commenced prior to the completion thereof, such approval will not be required and this covenant No. 6 will be deemed to have been fully complied with.

7. No structure of any kind shall be located on any lot nearer than twenty-five (25) feet to the front lot line nor nearer than eight (8) feet to any side street line. No structure except a detached garage located one-hundred (100) feet or more from the front lot line, shall be located nearer than eight (8) feet to any side lot line. A garage or out building for storage may be located not closer than eight (8) feet to any side lot line nor ten (10) feet from the rear lot line. No structure or other improvement or change in the topography of the land shall be erected or made which interferes in any respect with the drainage or utility easements shown on the subdivision plat.

8. If any one dwelling is erected on more than one lot, or on a building plot composed of parts of more than one lot, the side line restrictions contained in paragraph No. 7 above, shall apply only to the extreme side lines of the building plot occupied by such dwelling.

9. No dwelling shall be erected or placed on any lot having a width of less than ninety (90) feet at the front building set back line nor shall any dwelling be erected or placed on any lot having an area of less than forty-three thousand five hundred sixty (43,560) square feet; provided, however, that each lot shown on the existing subdivision plat shall be deemed to comply with this Covenant No. 8. The use of two or more fractional lots shall be permitted if the square foot area and width comply with this provision.

10. No dwelling costing less than seventy-five thousand dollars (\$75,000.00) shall be permitted on any lot. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than eighteen hundred (1,800) square feet in the case of a one-story structure, nor less than twelve hundred (1,200) square feet in the case of a one and one-half ($1\frac{1}{2}$), two (2) or two and one-half ($2\frac{1}{2}$) story structure. When the construction of any structure is once begun, work thereof shall be prosecuted diligently and continuously until the full completion thereof. The main residence and all connected structures must be completed within nine (9) months after the start of construction, unless completion is rendered impossible as the result of strikes, fires, national emergencies, or natural calamities.

11. The Owner may resubdivide or replat the said land in any way it sees fit for any purpose whatsoever consistent with the development of the subject subdivision provided that no dwelling shall be erected upon or allowed to occupy any lot within such replatted or resubdivided land which has an area less than the smallest lot shown on said plat. The restrictions herein contained, in case of any such replatting or resubdividing, shall apply to each lot as replatted or resubdivided.

12. No trade, or business or noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No structure of a temporary character, mobile home, basement, tent, shack, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently except mobile homes used temporarily as sales offices and construction offices with the Owner's approval. No structure previously used shall be moved onto any lot. No garage or out building shall at any time be used as a residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No truck, automobile or other machinery that is inoperable shall be stored in the open on any lot or building plot in excess of thirty (30) days. No powered vehicles shall be operated on any of the easements or trails except for maintenance or public purpose.

13. No livestock may be maintained on any lot, except that up to no more than four (4) pets (including dogs, cats, and/or other small animals not exceeding one hundred (100) pounds in weight may per permitted on any lot, provided that a residence on such lot is complete and occupied and further provided that such animals shall be controlled on such lot by a method commonly used for that species.

14. No clothes or laundry shall be hung or clothes lines erected in front yards or carports, or side yards of corner lots adjacent to a street.

15. No fence, wall, hedge or shrub planting which obstructs a sight line at elevations between two(2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines, or in the case of

a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within such distances of such intersections unless foliage line is maintained at sufficient height to prevent obstruction of sight lines.

16. Where a structure has been erected, or the construction thereof substantially advanced, and is situated on any lot or lots as now platted or on any subdivided or replatted lot in such manner that the same constitutes a violation or violations of the covenant as set out hereinbefore in paragraph No. 7, the Owner shall have the right any time to release such lot or subdivided lots or building plot, or portion thereof, that the Owner shall not release a violation or violations of such covenant except those the Owner determines to be minor and the power to release any such lot or plot from a violation or violations shall be dependent upon a determination by the Owner that the violation or violations for which releases are given are minor.

17. A perpetual, alienable and releasable easement is hereby reserved to the Owner over and under and above a seven and one-half (7½) foot strip at the rear and side lines of each lot described herein for the construction installation and maintenance of the drainage ditches, and structures and gas, water, electric and sanitary and storm sewer lines and other utility installations of every kind. The Owner shall have the right to grant subordinate easements to utility companies, governmental bodies and others within such easement area for the purpose of carrying out or facilitating such construction, installation and maintenance. No purchaser of a lot or anyone claiming by through or under any such purchaser, shall have the right to interfere at any time with any such construction, installation or maintenance operations.

18. Without the prior written consent of the Owner first had and obtained, no structure located on any of said lots shall be connected with any source of water other than the water system now or hereafter established for said subdivision except for use in connection with heating or cooling, or with any means of sewage disposal other than the sewage disposal system now or hereafter established for said subdivision. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, or other waste. All waste shall be kept in sanitary containers. All incinerators or other equipment for the storage of or disposal of such material shall be kept in a clean sanitary condition.

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19. Underground service cables to all houses which may be located on all lots in said subdivision may be run from the nearest service pedestal or transformer to the point of usage determined by location and construction of such houses as may be located upon said lot; provided that upon installation of such service cable to a particular house the supplier of electrical service shall thereafter be deemed to have a definite, permanent, effective and exclusive right-of-way on said lot, covering a five (5) foot strip extending two and one-half (2½) feet on each side of such service cable extending from the service pedestal or transformer to the service entrance of said house.

20. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

21. That the Owner of the above described property may include in any contract or deed hereafter made affecting any of said land any additional covenants, conditions, restrictions or limitations not consistent with these herein set forth.

IN WITNESS WHEREOF, the Owner has caused these presents to be executed in the name of the partnership by its duly authorized partners this 8th day of May, 1990.

SIGNED, sealed and delivered
in the presence of:

Steven C. Helmark

Edmund McCarthy

ST. JOHNS VENTURES I
a Florida General Partnership

By *Ronald W. Fussell*

Ronald W. Fussell
Managing Trustee

STATE OF FLORIDA
COUNTY OF ST. JOHNS

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BEFORE ME personally appeared RONALD W. FUSSELL, as Managing Trustee of a partnership existing under the laws of the State of Florida, to me well known to be the individual and trustee described in and who executed the foregoing instrument and acknowledged to and put before me that he executed the same as such trustee of said partnership for the purposes therein expressed and that he affixed thereto the official seal of said corporation.

WITNESS my hand and official seal this 24th day of May, 1990, at Jacksonville, County and State aforesaid.

Rebecca C. Helmer
NOTARY PUBLIC
My Commission expires:

MY COMMISSION EXPIRES 11/22/90, 1992



SCHEDULE "A"LEGAL DESCRIPTION OF SOUTHCREEK

A portion of Section 39, Township 5 South, Range 27 East, St. Johns County, Florida, being more particularly described as follows: Commence at the intersection of the South line of the Louisa Fatio Grant and the Southwesterly right-of-way line of Roberts Road (a 60 foot right-of-way as now established), thence North $85^{\circ}13'02''$ West, along said South line of Louisa Fatio Grant (also being the North line of the Dunam Grant), a distance of 799.36 feet to the Point of Beginning; thence North $04^{\circ}42'30''$ East, a distance of 240.61 feet; thence North $57^{\circ}11'59''$ East, a distance of 463.40 feet to said Southwesterly right-of-way line of Roberts Road; thence North $41^{\circ}36'42''$ West, along said Southwesterly right-of-way line, a distance of 1,762.24 feet to the point of curvature of a curve leading Northeasterly, said curve having a radius of 390.00 feet and an arc distance of 152.75 feet to the point of tangency, said arc being subtended by a chord bearing of North $30^{\circ}23'29''$ West and a distance of 151.77 feet; thence continue North $19^{\circ}10'16''$ West, along said Southwesterly right-of-way, a distance of 605.07 feet; thence South $48^{\circ}53'27''$ West, a distance of 1,629.00 feet, more or less, to the approximate centerline of Mill Creek; thence continue Southeasterly along said approximate centerline of Mill Creek a distance of 1,833.00 feet, more or less, to the South line of the Louisa Fatio Grant; thence continue South $85^{\circ}13'02''$ East, along said Louisa Fatio Grant, a distance of 1,260.00 feet, more or less, to the Point of Beginning, containing 71.6 acres, more or less.

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

90 MAY 18 PM 12:22

Paul "Budd" Munk
CLERK OF CIRCUIT COURT

In Old Republic

GP-1901

THIS INSTRUMENT WAS PREPARED BY
(WITHOUT BENEFIT OF TITLE EXAM),
RECORD, AND RETURN TO:

William B. Ryan, Jr., Esquire
Ryan and Marks
3000-8 Hartley Road
Jacksonville, Florida 32257

Ref

26 Rec

105.00
13.50

SECOND DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SOUTHCREEK
(ESTABLISHING HOMEOWNERS ASSOCIATION)

This second declaration for Southcreek is made by St. Johns Venture I, a Florida General Partnership, which is referred to in this contract as the "Declarant". Also, this second declaration is made by all other persons holding of record a fee simple interest in Southcreek. The joinder of those other persons will be made by their execution of this instrument or by their execution of a separate instrument.

The making, performance, and enforcement of this declaration is supported by the legally sufficient consideration of the mutual promises which are made in this writing. In recognition of that consideration, the Declarant and all other persons joining in this instrument mutually agree as follows:

ARTICLE 1

INTRODUCTION

1.1 The Declarant is the developer of Southcreek, a single-family, residential development more particularly described in the plat recorded in Map Book 23, Pages 67, 68, 69, and 70 of the public records of St. Johns County, Florida.

1.2 The other persons joining in this contract are all of the persons other than the Declarant who hold of record a fee simple interest in Southcreek.

1.3 The development of Southcreek by the Declarant is underway, and the Declarant has closed the sale and purchase of lots with the other persons who are joining in the making of this contract. The time has come to put into place a homeowners association to possess and exercise certain rights and duties in connection with Southcreek. It is for that purpose that this contract is being made.

93-678

Recorded in Public Records St. Johns County, FL
Clerk # 93027857 O.R. 1010 PG 1498 02:48PM
Recording 105.00 Surcharge 13.50

ARTICLE 2

DEFINITIONS

2.1 Articles. This means the Articles of Incorporation, and any duly adopted and duly filed amendments to them, accepted for filing with the Florida Department of State on the 19th day of May, 1993, under Document No. N93000002288 Attached to this Declaration and incorporated by this reference is a photocopy of the referenced articles as filed.

2.2 Association. This means Southcreek Homeowners Association, Inc.

2.3 By-laws. This means the rules for managing the business and regulating the affairs of the Association. The initial by-laws are part of this Declaration. However, the term "by-laws" includes any duly adopted amendments.

2.4 Common Areas.

2.4.1 This means all real and personal property (including the improvements thereto) owned and/or maintained by this Association for the common use and enjoyment of the owners.

2.4.2 At the time of the recordation of this Declaration, the Association will not be the owner of any property constituting a common area. However, nothing in this provision is intended to preclude the Association from acquiring title to properties constituting common areas in the future, subject to the limitations provided by the Articles, the By-laws, this Declaration, and applicable laws and regulations.

2.4.3 The initial common areas to be maintained by the Association are the surface water or stormwater management system, the entranceway with lights, and the street lights within Southcreek.

2.5 Declarant. This means and shall refer to St. Johns Venture I, a Florida General Partnership.

2.6 Declaration. This means the instrument recorded in Official Records Book 856, beginning at Page 1070, of the public records of St. Johns County, Florida, and this instrument. Together, they form an integrated set of understandings concerning the ownership and use of Southcreek. In order to distinguish them, the initial declaration recorded in Official Records Book 856, beginning at Page 1070, will be referred to as the "First Declaration", and this instrument will be referred to as the "Second Declaration".

2.7 Lot. This means and shall refer to any plot of land shown upon the plat of Southcreek with the exception of the common areas. Southcreek contains 51 lots.

2.8 Owner. This shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of Southcreek, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation. Nothing in the foregoing shall be construed to excuse the accrual of the duties of an owner from beginning as of the time that they acquire their fee simple title rather than the time that their fee simple interest becomes a matter of record in the public records of St. Johns County, Florida.

2.9 Property or Properties. This means and shall refer to all of the real property described in the plat of Southcreek, as recorded in Map Book 23, Pages 67, 68, 69, and 70 of the public records of St. Johns County, Florida.

2.10 Southcreek. This means all of the real property described in and made subject to the plat entitled "Southcreek", as recorded in Map Book 23, Pages 67, 68, 69, and 70 of the public records of St. Johns County, Florida.

2.11 Surface Water or Stormwater Management System. This means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40-C-42, F.A.C.

2.12 Water Management District. This means the St. Johns River Water Management District, a Florida public agency, and any successor to that agency.

ARTICLE 3

PROPERTY RIGHTS

3.1 Owners' Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

3.1.1 the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Areas;

3.1.2 the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed 60 days for any

infraction of its published rules and regulations;

3.1.3 the right of the Association to dedicate or transfer all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by 2/3rds of the owners, excluding the Declarant, has been recorded.

3.2 Delegation of Use. Any owner may delegate, in accordance with the By-laws, his/her right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

3.3 Mortgaging or Conveying of Common Areas. If, in the future, the Association should become the owner of a common area, that common area shall not be mortgaged or conveyed without the consent of at least two-thirds of the lot owners, excluding the Declarant.

3.4 Ingress and Egress to Any Residence. If, in the future, ingress and egress to any residence should be through a common area, then any conveyance or encumbrance of that common area must be made subject to the lot owner's easement. At the time of the execution, delivery and recordation of this Declaration there are no methods of ingress or egress to any residence through any common areas.

3.5 Conveyance of Common Area. As previously stated in this Declaration, at the time of its recordation the Declarant does not intend to convey to the Association title to any common areas. If, in the future, the Declarant, or others, should convey to the Association title to common areas, then title must be conveyed free and clear of all encumbrances, except current but not yet due and payable taxes and public and private assessments.

3.6 No Absolute Liability Imposed Upon Owners. The making of this contract shall not impose absolute liability upon any owner for damage to common areas, lots, or other portions of the property, or injury to any person upon the property, but, rather, liability, if any, will be established by applicable, supplementary provisions of law.

ARTICLE 4

MEMBERSHIP AND VOTING RIGHTS

4.1 The rules concerning membership contained in Article 10 of the Articles are adopted by this reference.

ARTICLE 5COVENANT FOR MAINTENANCE ASSESSMENTS

5.1 Creation of the Lien and Personal Obligation of Assessments. The Declarant and other persons making this Declaration, for themselves, agree, and any owner of any lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to 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 land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

5.2 Purpose of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties and for the improvement and maintenance of the Common Areas.

5.3 Maximum Annual Assessment. From the 1st day of July of 1993, until the 1st day of July, 1994, the maximum annual assessment shall be \$50.00 dollars per lot.

5.3.1 From and after the 1st day of July, 1994, the maximum annual assessment may be increased each year not more than 5% above the maximum assessment for the previous year without a vote of the membership.

5.3.2 From and after the 1st day of July, 1994, the maximum annual assessment may be increased above 5% by a vote of two-thirds (2/3) of each class of members who are voting in person or by proxy, at a meeting duly called for this purpose.

5.3.3 The Board of Directors shall fix the annual assessment at an amount not in excess of the maximum established by 5.3.1.

5.4 Special Assessments for Capital Improvements. 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 upon the Common Area, including fixtures and personal property related thereto, provided

that any such assessment shall have the assent of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

5.5 Notice and Quorum for Any Action Authorized Under Sections 5.3 or 5.4. Notice of a meeting of the Board of Directors or the members to consider and take action under Section 5.3.1 or 5.3.2 must be served upon all members in accordance with the provisions of the by-laws applicable to service of notice of regular or special meetings of the members. Members will be entitled to attend and to speak at, subject to rules of order, the meeting of the Board of Directors at which the board will adopt the annual assessment pursuant to 5.3.1. A quorum for a meeting of the board to establish an annual assessment pursuant to Section 5.3.1 will be a majority of the then serving directors. The necessary vote by the board will be a majority of the quorum. The quorum necessary for a meeting of the members to establish an annual assessment pursuant to 5.3.2 will be two-thirds of each class of members who are voting in person or proxy, and the necessary number to approve the action will be two-thirds of each class of members who are voting. For the adoption of special assessments pursuant to 5.4, the same rules shall apply.

5.6 Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots and may be collected on any reasonable basis (i. e. monthly, quarterly, or the like) as established in the resolution adopting the assessment.

5.7 Adoption of Annual Assessments by Board of Directors. The Board of Directors has the exclusive power and duty to adopt the annual assessments, unless the proposal by the Board of Directors is in excess of the maximum permitted by 5.3.1. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every owner subject to the assessment. The dues dates shall be established by the Board of Directors, who may establish a reasonable method for installment payment.

5.8 Certificate by the Association as to Status of Assessments. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer or duly appointed manager of the Association setting forth whether the assessments on a specified lot have been paid. A properly executed certificate of the Association as to the status of assessments on a lot is binding upon the Association as of the date of its issuance.

5.9 Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of 12 percent per annum. The Association may bring an action at law

against the owner personally obligated to pay the same, or foreclose the lien against the property, or both. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his/her lot.

5.10 Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any mortgage, except a mortgage held by an owner who is in default in payment of any assessments to the Association. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer, except any such sale or transfer pursuant to a mortgage held by an owner who is in default of payment of any assessments due to the Association. No sale or transfer pursuant to a foreclosure or conveyance in lieu of foreclosure shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

5.11 Assessments and Mortgagees. Mortgagees are not required to collect assessments. Failure to pay assessments does not constitute a default under any mortgage, unless the owner and their lender should otherwise separately agree among themselves.

ARTICLE 6

ARCHITECTURAL CONTROL

6.1 The architectural provisions in the First Declaration are supplemented with these understandings:

6.1.1 Brick or masonry construction is required, but the Board of Directors may allow lap siding if the particular design fits within the architectural harmony of Southcreek.

6.1.2 Screened porches are permitted, but only at the rear of a dwelling.

6.1.3 Entry into garages will be permitted from the side only.

6.1.4 Architectural shingles are required.

6.1.5 All fencing must be approved by the Board of Directors, with fencing around pools to be no higher than 4 feet.

6.1.6 All residences, regardless of the numbers of stories, must contain a minimum of 2,000.00 square feet.

6.2 The Declarant reserves architectural control, for future transfer to the Association, when the Declarant no longer owns any lots being held for sale to the public in the ordinary course of business. The Declarant will execute and record a transfer at that time.

ARTICLE 7

GENERAL PROVISIONS

7.1 Enforcement. The Association, or any owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of the First Declaration and the Second Declaration. Failure by the Association or by any owner to enforce any covenant or restriction herein contained in either Declaration shall in no event be deemed a waiver of the right to do so thereafter.

7.2 Severability. Invalidation of any one of the covenants or restrictions in the First Declaration or this Second Declaration, by agency or court order, shall in no wise affect any other provisions which shall remain in full force and effect.

7.3 Amendment. The rules applicable to the amendment of this Declaration, including the by-laws provisions, shall be the same as provided in the Articles for amendment of the Articles.

7.4 Annexation. Additional residential property and Common Areas may be annexed to the Properties with the consent of two-thirds (2/3) of each class of members.

7.5 Relationship Between Declaration, Articles and By-laws. The First Declaration, the Second Declaration, the Articles, and the by-laws, shall be read together as a uniform set of rights and duties. In the event of a conflict between their terms, the specific shall control over the general. In the event that rule is not sufficient to decide the question, then each document shall prevail over the other in this priority: first the Articles; then this Second Declaration, with the by-laws provisions; and then the First Declaration.

7.6 Applicable Laws and Remedies. This First Declaration and this Second Declaration, the Articles, and the By-laws, shall be construed and enforced according to the laws of the State of Florida. All beneficiaries of those agreements shall be entitled to all rights and remedies provided by those laws. Jurisdiction and venue for any action arising out of those agreements shall lie in the appropriate state court within St. Johns County, Florida,

without regard to the domicile of any party. In any action, the prevailing party(ies) shall be entitled to recover all costs and a reasonable attorney's fee, including all levels of appellate litigation.

7.7 Effect of This Declaration. The Articles and this Second Declaration, including the by-laws provisions, shall constitute an equitable servitude running with the title to Southcreek.

7.8 Release of Minor Violations.

7.8.1 The power to release minor violations of the First Declaration and this Second Declaration is transferred and vested in the Association as of the date of the recordation of this Second Declaration.

7.9 Waivers. No waiver, whether written, oral or by conduct shall constitute a waiver of the same right, duty or default at another time, or any other right, duty or default at any time.

7.10 Copies of Documents From Association. Any owner, any mortgagee, and any contract purchaser shall be entitled to obtain from the Association, at a prepaid, reasonable expense established by the Board of Directors from time to time, a photocopy of the First Declaration or this Second Declaration, the Articles, or the By-laws, and any duly adopted amendments to them, along with any other documents pertaining to the organization and management of the Association.

ARTICLE 8

WATER MANAGEMENT DISTRICT PROVISIONS

8.1 Definitions. See Article I of this Declaration for the definition of surface water or stormwater management system.

8.2 Use of Property: Surface Water or Stormwater Management System. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the system(s) to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the surface water or stormwater management system shall be permitted, or if modified, as approved by the St. Johns River Water Management District.

8.3 Amendment. Any amendment of this Declaration which alters the surface water or stormwater management system, beyond maintenance in its original condition, including the water

management portions of the Common Areas, must have the prior approval of the St. Johns River Water Management District.

8.4 Enforcement. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the surface water or stormwater management system.

ARTICLE 9

BY-LAWS

9.1 Here begins the By-laws provisions of this Second Declaration. The By-laws provisions are contained in this Article 9 through Article 20. These By-laws are agreements which are integrated with the First Declaration, the Second Declaration, and the Articles. Therefore, these By-laws are the rules for managing the business and regulating the affairs of the Association, as these By-laws are supplemented by the provisions of those other subdivision documents.

9.2 For brevity, the Declarant and the other persons making this Second Declaration agree that these By-laws do not contain all of the understandings concerning the rules and regulations governing the Association, but, rather, they adopt as supplementary rules all of the provisions of the Florida Not For Profit Corporation Act, and, to the extent applicable, the Florida Business Corporation Act, which are not inconsistent with the provisions of this Second Declaration, the Articles, and these By-laws.

ARTICLE 10

ORGANIZATIONAL MEETING

10.1 The Declarant, together with those persons who have agreed to serve as the initial Board of Directors, shall hold the organizational meeting of the Association as soon as practicable following the making of this Declaration.

ARTICLE 11

MEETINGS OF MEMBERS AND VOTING BY MEMBERS

11.1 Time and Place of Meeting. The time and place of meetings of the members will be designated by the Board of Directors.

11.2 Annual Meetings. There must be an annual meeting of members for the election of directors and other business.

11.3 Special Meetings. There may be special meetings of the members if called by the President, the Board of Directors, or 10% or more of the lots.

11.4 Record Date. In order to identify the members entitled to receive notice and/or to vote at a meeting, the Board may fix in advance a record date for the meeting in a manner provided by the Florida Not For Profit Corporation Act.

11.5 Notice. Members must receive notice of meetings within the time required by the Florida Not For Profit Corporation Act. The notice may be served in any manner permitted by that statute.

11.6 Waiver of Notice. A member may waive notice of a meeting in any manner permitted by the Florida Not For Profit Corporation Act.

11.7 Actions Without a Meeting by Consent. The members may take action without a meeting by consent. A service of the proposed action and the form of commemorating the act must conform with the requirements of the Florida Not For Profit Corporation Act.

11.8 Voting Record. After fixing the record date for a meeting of the members, the Board of Directors must prepare a written list of the names of all of the members entitled to notice of the meeting. This list will be available to any member or their agent or attorney. The rules for availability of the list and inspection of the list will be those established by the Florida Not For Profit Corporation Act.

11.9 Voting per Lot. Except as otherwise provided in the Articles, each lot will be entitled to one vote, without regard to the number of members. The members who are the owners of the lot will have the right to agree among themselves as to the identity of the member who will cast the vote. In the presence of a disagreement, and in the absence of a contract among the members who are the owners of the lot, the Board of Directors will have the power to determine the identity of the member entitled to vote.

11.10 Proxies. Members may not vote by general proxy, but they may vote by limited proxy. General proxies may not be used to establish a quorum. Limited proxies may be used for votes taken to amend the Articles or these By-laws or for any matter that requires or permits a vote of the members, except for the election of directors. Any proxy will be effective only for the specific meeting for which originally given and any lawfully adjourned meetings of the original. A proxy is not valid for a period longer than ninety days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure of the member who executes it. For election of members of the Board of Directors, members shall vote in person at a meeting of the members

or by a ballot that the member personally casts, so that the use of a proxy for election of members of the Board is not permitted.

11.11 Quorum and Necessary Votes. Unless a higher number is provided in this Second Declaration, the Articles, or these By-laws, the percentage required to constitute a quorum at a meeting of the members shall be a majority of the lots which is 51. Unless otherwise provided in the Florida Not For Profit Corporation Act, this Second Declaration, the Articles, or these By-laws, decisions shall be made by a majority of the quorum.

11.12 Official Who Conducts Meetings. All meetings of the members shall be conducted by the President of the Association, or, in his/her absence, by any other officer or director designated by the Board.

11.13 Right of Members to Peaceably Assemble. The members will have the right to use common areas and recreational facilities and to assemble as provided in the Florida Not For Profit Corporation Act.

ARTICLE 12

DIRECTORS

12.1 Requirement. All Association powers shall be exercised by or under the authority of, and the affairs of the Association shall be managed under the direction of a Board of Directors, except as may be otherwise provided by the Florida Not For Profit Corporation Act, this Second Declaration, the Articles, or these By-laws.

12.2 Committees. The Board of Directors may designate from among its members an executive committee and one or more other committees for exercise of the authority of the Board of Directors, except as prohibited by the Florida Not For Profit Corporation Act.

12.3 Number, Terms, and Qualifications. The members will establish the number of members of the Board, but there shall never be less than three. The Board will have the power to fill a vacancy until the next meeting of the members. No decrease in the number of directors shall have the effect of shortening the term of any incumbent director. A director must be a member or the duly appointed agent, employee, or attorney of a member.

12.4 Resignation or Removal. A director may resign at any time by written notice to the Board or to any officer. A director may be removed, with or without cause, by the members, but only if the notice of the meeting states that is the purpose of the meeting.

12.5 Failure to Fill Sufficient Number of Vacancies on Board of Directors to Constitute a Quorum. If the Association fails to fill a sufficient number of vacancies on the Board to constitute a quorum, then any member will have the right to petition a court for relief as provided by Florida Statutes, Section 617.305.

12.6 Compensation. Reasonable expenses of a board member may be reimbursed by resolution of the Board, if the reimbursal fits within the budgetary guidelines of this Second Declaration. No member of the Board shall be paid fees or other compensation without the prior approval of the members.

12.7 Place and Time of Board Meetings. The place and time of board meetings will be established by the Board of Directors.

12.8 Annual Meetings. The Board must hold at least one annual meeting to consider the budget and other business.

12.9 Special Meetings. The Board may hold special meetings if called by the President, the Board, or 10% or more of the lots.

12.10 Meetings Open to Members. Meetings of the Board of Directors shall be open to all members, and notices of meetings shall be posted in a conspicuous place within Southcreek at least 48 hours in advance, except in an emergency. Notice of any meeting in which assessments against parcels are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments.

12.11 Quorum and Voting. A majority of the number of directors is required to establish a quorum. A majority of the quorum is necessary to approve or disapprove an action.

12.12 Conduction of Meetings. Meetings of the Board will be conducted by the President or the committee chairperson or any substitute elected by the Board or the committee.

12.13 Proxies. Directors shall not be entitled to vote by proxy.

12.14 Assent by Failure to Object. A director present at a meeting of the Board or a committee will be deemed to have assented to any action taken unless the director objects to, votes against, or abstains from the action taken.

12.15 Waiver of Notice. A director may waive notice of a meeting in any manner permitted by the Florida Not For Profit Corporation Act.

12.16 Action Without a Meeting. Except as limited by the Florida Not For Profit Corporation Act, this Second Declaration, the Articles, or these By-laws, the Board of Directors may take

action without a meeting.

ARTICLE 13

MINUTES

13.1 Minutes. Minutes of all meetings of members and of the Board of Directors shall be kept in a businesslike manner and shall be available for inspection by members, or their authorized representatives, and Board members, at reasonable times. The Association shall retain these records for at least seven years.

13.2 Form of Minutes. Minutes may be kept in written form or in any other form capable of conversion into written form within a reasonable time, including but not limited to microfilm, microfiche, computer memory or disk, or other appropriate methods.

13.3 Contents of Minutes. All minutes shall contain at least the following:

13.3.1 The time, date, and place of the meeting;

13.3.2 Whether the meeting is being held after due notice or whether notice has been lawfully waived (a copy of any executed Waiver of Notice should be attached to the minutes);

13.3.3 Whether the meeting is a regular or special meetings;

13.3.4 The names of all persons present at the meeting, noting if persons leave or join the meeting in progress;

13.3.5 An acknowledgment of the presence of a quorum;

13.3.6 The text of all resolutions adopted or a clear statement of any action taken;

13.3.7 A statement of any form of dissent to or abstentions from the actions taken; and

13.3.8 A brief description of formal reports from experts, such as accountants, attorneys, or investment advisors.

13.4 Preparation and Signature. Minutes are to be prepared and signed by the secretary, or any other person charged by the presiding officer with their preparation.

13.5 Submission for approval of Correction. All minutes shall be submitted to the shareholders, the Board, or committee, as the case may be, for approval at the next regularly scheduled meeting. Any additions or corrections necessary can be made at that meeting to produce a correct written summary of the

transactions at the meeting.

ARTICLE 14

OFFICERS

14.1 Qualifications. All officers must be members of the Board.

14.2 Offices. The offices of the Association shall be a President, a Vice-President, a Treasurer, a Secretary, and any other office deemed to be necessary by the Board. Any person may hold two or more offices.

14.3 Election and Resignation. Officers shall be elected by and serve at the pleasure of the Board, who may peremptorily remove them at any time. Any officer may resign at any time.

14.4 President. The President will be the chief executive officer of the Association.

14.5 Vice-President. The Vice-President will be the chief executive officer of the Association in the absence of the President.

14.6 Secretary. The Secretary of the Association will keep the minutes and all records of the Association other than the accounting records.

14.7 Treasurer. The Treasurer will maintain the accounting records of the Association.

14.8 Compensation of Officers. The expenses of officers may be reimbursed to the extent permitted for directors, subject to the budgetary limitations of this second declaration. No officer shall receive compensation unless approved in advance by the members.

14.9 Supplementary Duties and Powers. The foregoing brief descriptions of the duties and powers of the officers will be supplemented by express actions of the Board and by law, contract, or custom.

ARTICLE 15

PROFESSIONAL ADVISORS AND REPRESENTATIVES.

15.1 Subject to the applicable rules for budgetary matters for this Association, the Board or the officers, upon the prior authorization of the Board, may employ, at the expense of the Association, professional advisors and representatives for advice in performing the duties and exercising the powers of the Association.

ARTICLE 16

FISCAL MANAGEMENT

16.1 Accounting Year. The Association shall have an accounting year with a year end as determined by the Board, in accordance with advice from accountants or other tax advisors.

16.2 Financial Books and Records. Financial books and records for the Association shall be kept by the Treasurer in accordance with acceptable accounting practices. The receipts and expenditures of the Association shall be credited and debited to accounts under classifications approved by the Board of Directors.

16.3 Budgets. Subject to the limitations contained in this Second Declaration, the Board of Directors shall have the exclusive power to adopt all budgets for the Association.

16.4 Depository. The funds of this Association shall be deposited with banks or other financial institutions as selected from time to time by the Board. All funds shall be deposited in accounts insured or guaranteed by an agency of the United States of America as for example the FDIC. Withdrawal of funds shall be only by check signed by such officers as may be authorized by the Board from time to time. Whether or not depository accounts must be interest bearing shall be at the election of the Board.

16.5 Financial Statements for Members. At the annual meeting of members, Board of Directors must provide an unaudited financial statement for the Association. Audits of the books and records of the Association may be made upon the requirement of the members or the Board.

ARTICLE 17

INSURANCE

17.1 Subject to the budgetary provisions of this Second Declaration and these By-laws, the Board may procure and maintain as a common expense insurance coverage for title, property, or injury to person.

ARTICLE 18

RECORDS

18.1 The Association shall maintain those records which are delineated in Florida Statutes, Section 617.303(4) and such other records as may be reasonably required by the Board of Directors.

ARTICLE 19

INDEMNIFICATION

19.1 The Association has the power to indemnify or advance expenses to any director, officer, employee, or agent, to the extent provided by the Articles.

19.2 If the Association identifies or advances expenses to any director, officer, employee, or agent, as permitted by the Articles, other than by court order or action by the members or by an insurance carrier pursuant to insurance maintained by this Association, this Association shall report the indemnification or advance in writing to the members with or before the notice of the next members meeting or prior to such meeting as the indemnification or advance occurs after the giving of such notice but prior to the time such meeting is held, which report shall include a statement specifying the persons paid, the amounts paid, and the nature and status at the time of such payment of the litigation or threatened litigation.

ARTICLE 20

AMENDMENT AND REPEAL OF THESE BY-LAWS

20.1 These By-laws may be amended or repealed only in the same manner as amendment or repeal of the Articles.

This Second Declaration may be executed by the Declarant in multiple counterparts. Any fully executed counterpart will act as an original for all lawful purposes.

Diana C. Williams
Signature of Witness
DIANA C. WILLIAMS
Printed Name of Witness
Jean W. Proulx
Signature of Witness
JEAN W. PROULX
Printed Name of Witness

ST. JOHNS VENTURE I

BY: Walter L. Williams, Jr.
Walter L. Williams, Jr.,
Trustee and Managing Partner,
Declarant

Signed on this 11th day of August, 1993

Diana C. Hallmark
Signature of Witness

Diana C. Hallmark
Printed Name of Witness

Jean W. Fussell
Signature of Witness

Jean W. Fussell
Printed Name of Witness

ST. JOHNS VENTURE I

BY: Ronald W. Fussell
Ronald W. Fussell, Trustee,
Declarant

Signed on this 10 day of August, 1993
D.N.

STATE OF FLORIDA }

COUNTY OF DUVAL }

The foregoing instrument was acknowledged before me this 30
day of August, 1993, by Walter L. Williams, Jr., who:
[] is personally known to me.
[] produced a current Florida driver's license as
identification.
[] produced _____ as
identification.

Diana C. Hallmark
Signature of Notary Public
Diana C. Hallmark
Printed Name of Notary

My commission expires:
(Seal)

STATE OF FLORIDA }

COUNTY OF DUVAL }

Commission No. NOVA CHALLMARK
My Commission CC303821
Expires Aug 01, 1997
Bonded by ANB
800-852-5878

The foregoing instrument was acknowledged before me this 30
day of August, 1993, by Ronald W. Fussell, who:
[v] is personally known to me.
[] produced a current Florida driver's license as
identification.
[] produced _____
as identification.

Diana C. Hallmark
Printed Name of Notary
Diana C. Hallmark
Signature of Notary

My commission expires:
(Seal)

Commission No. _____

DIANA C. HALLMARK
My Commission CC303821
Expires Aug 01, 1997
Bonded by ANB
800-852-5878

THIS INSTRUMENT PREPARED
WITHOUT BENEFIT OF TITLE BY,
RECORD, AND RETURN TO:
William B. Ryan, Jr., Esquire
3000-8 Hartley Road
Jacksonville, Florida 32257

STATE OF FLORIDA

COUNTY OF DUVAL

AFFIDAVIT BY SECRETARY OF
SOUTHCREEK HOMEOWNERS ASSOCIATION, INC.

BEFORE ME, the undersigned notary public, personally appeared Nancy J. Beaudry, who being duly sworn, deposed and said the following:

1. Affiant is the Secretary for Southcreek Homeowners Association, Inc., and, therefore, she has sufficient knowledge and authority to make this affidavit.
2. The Second Declaration of Covenants, Conditions and Restrictions for Southcreek (Establishing Homeowners Association) was recorded in Official Records Book 1010, Page 1498, of the public records of St. Johns County, Florida. At the time of that recordation, title for some of the lots had passed from the Declarant to individual lot owners. The purpose of this affidavit is to make a matter of public record the joinder of some of those lot owners in that Declaration.
3. Attached to this affidavit and incorporated by this reference are joinders for the following lots: Lots 4, 6, 12, 17, 25, 26, and 44.

Signature of Witness

Printed Name of Witness

Signature of Witness

Printed Name of Witness

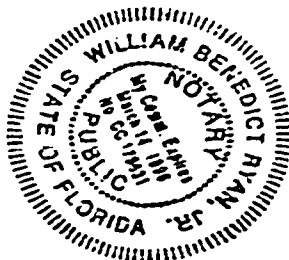
Signature of Nancy J. Beaudry

Nancy J. Beaudry

The foregoing instrument was sworn to and subscribed before me this 30th day of January, 1996, by Nancy J. Beaudry, who is personally known to me.

My commission expires:

B:Southcreek.Aff/GP-1901



Signature of Notary Public

**JOINDER BY OWNER(S) IN SECOND DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
SOUTHCREEK (ESTABLISHING HOMEOWNERS ASSOCIATION)**

The undersigned, being all of the owner(s) of Lot 4, Southcreek, according to the plat thereof recorded in Map Book 23, Pages 67, 68, 69, and 70 of the public records of St. Johns County, Florida, hereby joins in the Second Declaration of Covenants, Conditions, and Restrictions for Southcreek (Establishing Homeowners Association) and agrees as follows:

1. The undersigned has/have received a photocopy of the Articles of Incorporation for Southcreek Homeowners Association, Inc., a Florida Corporation Not-for-Profit, as accepted for filing by the Florida Department of State on the 19th day of May, 1993, under Document No. N93000002286.

2. The undersigned has/have received a photocopy of the Second Declaration of Covenants, Conditions and Restrictions for Southcreek (Establishing Homeowners Association) recorded or to be recorded in the public records of St. Johns County, Florida. The recordation data is Official Records Book 856, Page 1079 or Clerk's No. 93- 627857. 1010 1498

3. The undersigned assents to the terms and conditions of the Articles of Incorporation and the Second Declaration and hereby agrees to be personally bound by their terms and conditions and hereby agrees that their terms and conditions run with the fee simple title to the referenced lot owned by the undersigned.

This joinder may be executed in multiple counterparts. Any fully executed counterpart will be entitled to treatment as an original for all lawful purposes.

E. John Ramsey
Signature of Witness
E. John Ramsey
Printed Name of Witness

9-11-93
Date

John Nelson
Signature of Owner
JOHN NELSON
Printed Name of Owner

Nancy J. Beaudry
Signature of Witness
Nancy J. Beaudry
Printed Name of Witness

E. John Ramsey
Signature of Witness
E. John Ramsey
Printed Name of Witness

9-11-93
Date

John Nelson
Signature of Owner
JOHN NELSON
Printed Name of Owner

Nancy J. Beaudry
Signature of Witness
Nancy J. Beaudry
Printed Name of Witness

**JOINDER BY OWNER(S) IN SECOND DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
SOUTHCREEK (ESTABLISHING HOMEOWNERS ASSOCIATION)**

The undersigned, being all of the owner(s) of Lot 6, Southcreek, according to the plat thereof recorded in Map Book 23, Pages 67, 68, 69, and 70 of the public records of St. Johns County, Florida, hereby joins in the Second Declaration of Covenants, Conditions, and Restrictions for Southcreek (Establishing Homeowners Association) and agrees as follows:

1. The undersigned has/have received a photocopy of the Articles of Incorporation for Southcreek Homeowners Association, Inc., a Florida Corporation Not-for-Profit, as accepted for filing by the Florida Department of State on the 19th day of May, 1993, under Document No. N93000002282.

2. The undersigned has/have received a photocopy of the Second Declaration of Covenants, Conditions and Restrictions for Southcreek (Establishing Homeowners Association) recorded or to be recorded in the public records of St. Johns County, Florida. The recordation data is Official Records Book RS6, Page 1479 or Clerk's No. 93-027857. 1916 1498

3. The undersigned assents to the terms and conditions of the Articles of Incorporation and the Second Declaration and hereby agrees to be personally bound by their terms and conditions and hereby agrees that their terms and conditions run with the fee simple title to the referenced lot owned by the undersigned.

This joinder may be executed in multiple counterparts. Any fully executed counterpart will be entitled to treatment as an original for all lawful purposes.

Nancy J. Beaudry
Signature of Witness
Nancy J. Beaudry
Printed Name of Witness

9/14/93
Date

Kenneth E. Kingsnorth
Signature of Owner
Kenneth E. Kingsnorth
Printed Name of Owner

Dean G. Beaudry
Signature of Witness
Dean G. Beaudry
Printed Name of Witness

Nancy J. Beaudry
Signature of Witness
Nancy J. Beaudry
Printed Name of Witness

9/14/93
Date

Charles M. Kingsnorth
Signature of Owner
Charles M. Kingsnorth
Printed Name of Owner

Dean G. Beaudry
Signature of Witness
Dean G. Beaudry
Printed Name of Witness

**JOINDER BY OWNER(S) IN SECOND DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
SOUTHCREEK (ESTABLISHING HOMEOWNERS ASSOCIATION)**

The undersigned, being all of the owner(s) of Lot 12, Southcreek, according to the plat thereof recorded in Map Book 23, Pages 67, 68, 69, and 70 of the public records of St. Johns County, Florida, hereby joins in the Second Declaration of Covenants, Conditions, and Restrictions for Southcreek (Establishing Homeowners Association) and agrees as follows:

1. The undersigned has/have received a photocopy of the Articles of Incorporation for Southcreek Homeowners Association, Inc., a Florida Corporation Not-for-Profit, as accepted for filing by the Florida Department of State on the 19th day of May, 1993, under Document No. N93000002289.

2. The undersigned has/have received a photocopy of the Second Declaration of Covenants, Conditions and Restrictions for Southcreek (Establishing Homeowners Association) recorded or to be recorded in the public records of St. Johns County, Florida. The recordation data is Official Records Book 856, Page 1492 or Clerk's No. 93- 027857.

3. The undersigned assents to the terms and conditions of the Articles of Incorporation and the Second Declaration and hereby agrees to be personally bound by their terms and conditions and hereby agrees that their terms and conditions run with the fee simple title to the referenced lot owned by the undersigned.

This joinder may be executed in multiple counterparts. Any fully executed counterpart will be entitled to treatment as an original for all lawful purposes.

Nancy J. Beaudry
Signature of Witness
Nancy J. Beaudry
Printed Name of Witness

11/18/93
Date

John Bennett
Signature of Owner
John Bennett
Printed Name of Owner

Dean G. Beaudry
Signature of Witness
Dean G. Beaudry
Printed Name of Witness

Nancy J. Beaudry
Signature of Witness
Nancy J. Beaudry
Printed Name of Witness

11/18/93
Date

John Bennett
Signature of Owner
John Bennett
Printed Name of Owner

Dean G. Beaudry
Signature of Witness
Dean G. Beaudry
Printed Name of Witness

**JOINDER BY OWNER(S) IN SECOND DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
SOUTHCREEK (ESTABLISHING HOMEOWNERS ASSOCIATION)**

The undersigned, being all of the owner(s) of Lot 117, Southcreek, according to the plat thereof recorded in Map Book 23, Pages 67, 68, 69, and 70 of the public records of St. Johns County, Florida, hereby joins in the Second Declaration of Covenants, Conditions, and Restrictions for Southcreek (Establishing Homeowners Association) and agrees as follows:

1. The undersigned has/have received a photocopy of the Articles of Incorporation for Southcreek Homeowners Association, Inc., a Florida Corporation Not-for-Profit, as accepted for filing by the Florida Department of State on the 19th day of May, 1993, under Document No. N93000002288.

2. The undersigned has/have received a photocopy of the Second Declaration of Covenants, Conditions and Restrictions for Southcreek (Establishing Homeowners Association) recorded or to be recorded in the public records of St. Johns County, Florida. The recordation data is Official Records Book 856, Page 1870 or Clerk's No. 93-227857. 1010 1495

3. The undersigned assents to the terms and conditions of the Articles of Incorporation and the Second Declaration and hereby agrees to be personally bound by their terms and conditions and hereby agrees that their terms and conditions run with the fee simple title to the referenced lot owned by the undersigned.

This joinder may be executed in multiple counterparts. Any fully executed counterpart will be entitled to treatment as an original for all lawful purposes.

L. W. Ramsey
Signature of Witness

Date

Harriet A. Unitas
Signature of Owner

Printed Name of Witness

Printed Name of Owner

Nancy J. Beaudry
Signature of Witness

Printed Name of Witness

L. W. Ramsey
Signature of Witness

Date

Harriet A. Unitas
Signature of Owner

Printed Name of Witness

Printed Name of Owner

Nancy J. Beaudry
Signature of Witness

Printed Name of Witness

**JOINDER BY OWNER(S) IN SECOND DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
SOUTHCREEK (ESTABLISHING HOMEOWNERS ASSOCIATION)**

The undersigned, being all of the owner(s) of Lot 25, Southcreek, according to the plat thereof recorded in Map Book 23, Pages 67, 68, 69, and 70 of the public records of St. Johns County, Florida, hereby joins in the Second Declaration of Covenants, Conditions, and Restrictions for Southcreek (Establishing Homeowners Association) and agrees as follows:

1. The undersigned has/have received a photocopy of the Articles of Incorporation for Southcreek Homeowners Association, Inc., a Florida Corporation Not-for-Profit, as accepted for filing by the Florida Department of State on the 19th day of May, 1993, under Document No. N9300002288.

2. The undersigned has/have received a photocopy of the Second Declaration of Covenants, Conditions and Restrictions for Southcreek (Establishing Homeowners Association) recorded or to be recorded in the public records of St. Johns County, Florida. The recordation data is Official Records Book 256, Page 1870 or Clerk's No. 93- 627857 1919 1498.

3. The undersigned assents to the terms and conditions of the Articles of Incorporation and the Second Declaration and hereby agrees to be personally bound by their terms and conditions and hereby agrees that their terms and conditions run with the fee simple title to the referenced lot owned by the undersigned.

This joinder may be executed in multiple counterparts. Any fully executed counterpart will be entitled to treatment as an original for all lawful purposes.

<u>Wallace L. Lockomy</u>	<u> </u>	<u> </u>
Signature of Witness	Date	Signature of Owner
Wallace L. Lockomy		
Printed Name of Witness		Printed Name of Owner

<u>Nancy J. Beaudry</u>
Signature of Witness
Nancy J. Beaudry
Printed Name of Witness

<u>Wallace L. Lockomy</u>	<u> </u>	<u> </u>
Signature of Witness	Date	Signature of Owner
Wallace L. Lockomy		<u> </u>
Printed Name of Witness		Printed Name of Owner

<u>Nancy J. Beaudry</u>
Signature of Witness
Nancy J. Beaudry
Printed Name of Witness

**JOINDER BY OWNER(S) IN SECOND DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
SOUTHCREEK (ESTABLISHING HOMEOWNERS ASSOCIATION)**

The undersigned, being all of the owner(s) of Lot 26, Southcreek, according to the plat thereof recorded in Map Book 23, Pages 67, 68, 69, and 70 of the public records of St. Johns County, Florida, hereby joins in the Second Declaration of Covenants, Conditions, and Restrictions for Southcreek (Establishing Homeowners Association) and agrees as follows:

1. The undersigned has/have received a photocopy of the Articles of Incorporation for Southcreek Homeowners Association, Inc., a Florida Corporation Not-for-Profit, as accepted for filing by the Florida Department of State on the 19th day of May, 1993, under Document No. N93000002288.

2. The undersigned has/have received a photocopy of the Second Declaration of Covenants, Conditions and Restrictions for Southcreek (Establishing Homeowners Association) recorded or to be recorded in the public records of St. Johns County, Florida. The recordation data is Official Records Book 856, Page 1498 or Clerk's No. 93-027857. 1919 1498

3. The undersigned assents to the terms and conditions of the Articles of Incorporation and the Second Declaration and hereby agrees to be personally bound by their terms and conditions and hereby agrees that their terms and conditions run with the fee simple title to the referenced lot owned by the undersigned.

This joinder may be executed in multiple counterparts. Any fully executed counterpart will be entitled to treatment as an original for all lawful purposes.

<u>[Signature]</u> Signature of Witness	<u> </u> Date	<u>[Signature]</u> Signature of Owner
L. W. Ramsey		Wallace L. Lockamy
Printed Name of Witness		Printed Name of Owner
<u>[Signature]</u> Signature of Witness		
Nancy J. Beaudry		
Printed Name of Witness		
<u>[Signature]</u> Signature of Witness	<u> </u> Date	<u>[Signature]</u> Signature of Owner
L. W. Ramsey		Mary Jean Lockamy
Printed Name of Witness		Printed Name of Owner
<u>[Signature]</u> Signature of Witness		
Nancy J. Beaudry		
Printed Name of Witness		

**JOINDER BY OWNER(S) IN SECOND DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
SOUTHCREEK (ESTABLISHING HOMEOWNERS ASSOCIATION)**

The undersigned, being all of the owner(s) of Lot 44, Southcreek, according to the plat thereof recorded in Map Book 23, Pages 67, 68, 69, and 70 of the public records of St. Johns County, Florida, hereby joins in the Second Declaration of Covenants, Conditions, and Restrictions for Southcreek (Establishing Homeowners Association) and agrees as follows:

1. The undersigned has/have received a photocopy of the Articles of Incorporation for Southcreek Homeowners Association, Inc., a Florida Corporation Not-for-Profit, as accepted for filing by the Florida Department of State on the 19th day of May, 1993, under Document No. N93060002288.

2. The undersigned has/have received a photocopy of the Second Declaration of Covenants, Conditions and Restrictions for Southcreek (Establishing Homeowners Association) recorded or to be recorded in the public records of St. Johns County, Florida. The recordation data is Official Records Book 556, Page 1079 or Clerk's No. 93- 027857 - 1916 1498

3. The undersigned assents to the terms and conditions of the Articles of Incorporation and the Second Declaration and hereby agrees to be personally bound by their terms and conditions and hereby agrees that their terms and conditions run with the fee simple title to the referenced lot owned by the undersigned.

This joinder may be executed in multiple counterparts. Any fully executed counterpart will be entitled to treatment as an original for all lawful purposes.

Nancy J. Beaudry
Signature of Witness
Nancy J. Beaudry
Printed Name of Witness

June 13
Date

[Signature]
Signature of Owner
Robert L. G. G.
Printed Name of Owner

Dean G. Beaudry
Signature of Witness
Dean G. Beaudry
Printed Name of Witness

Nancy J. Beaudry
Signature of Witness
Nancy J. Beaudry
Printed Name of Witness

June 13
Date

[Signature]
Signature of Owner
Robert L. G. G.
Printed Name of Owner

Dean G. Beaudry
Signature of Witness
Dean G. Beaudry
Printed Name of Witness