

PREPARED BY AND RETURN TO:
SPENCER N. CUMMINGS, ESQ.
GUNSTER YOAKLEY & STEWART, P.A.
225 WATER STREET, SUITE 1750
JACKSONVILLE, FL 32202

**FIRST AMENDMENT AND SUPPLEMENTARY DECLARATION
OF COVENANTS AND RESTRICTIONS FOR GREENLEAF LAKES**

THIS FIRST AMENDMENT AND SUPPLEMENTARY DECLARATION OF COVENANTS AND RESTRICTIONS FOR GREENLEAF LAKES (this "Agreement") is made effective as of May 3, 2016, by and among **SANDY RIDGE NORTH, LLC**, a Florida limited liability company ("Developer"), **GREENLEAF LAKES HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "Association"), and **THE TOLOMATO COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (the "Tolomato CDD").

RECITALS:

A. The Declaration of Covenants and Restrictions for Greenleaf Lakes is recorded in Official Records Book 3852, page 1438, of the public records of St. Johns County, Florida, as supplemented (collectively, the "Declaration").

B. Developer is the owner of the land described on **Exhibit "A"** attached hereto (the "Designated Property").

C. Pursuant to Sections 2.3, 4.3, 11.6 and all other applicable provisions of the Declaration, Developer has the unilateral right to amend the Declaration and to designate the Designated Property as Common Area under the Declaration.

D. Developer wishes to enter into this Agreement to address the matters as set forth below.

NOW THEREFORE in consideration of the agreements set forth herein, the receipt and sufficiency of which consideration are hereby acknowledged, the parties agree as follows:

1. **Defined Terms.** All defined terms contained in this Second Amendment shall have the same meanings as set forth in the Declaration.

2. **Fences.** Section 8.18 of the Declaration is amended to add the following at the end of such Section:

The Owners of Lots adjacent to any fences and/or walls installed by or on behalf of Developer, the Association and/or the CDD and located from time-to-time on or about (i) Tracts "C" and "D", as shown on the plat of Greenleaf Lakes Phase 1, recorded in Map Book 70, pages 51 through 56, (ii) Tract "E", as shown on the plat of Greenleaf Lakes Phase 2, recorded in Map Book 71, pages 8 through 13, and (iii) Tracts "J" and "E", as shown on the plat of Greenleaf Lakes Phase 3, recorded in Map Book 72, pages 52 through 56, all of the public records of St. Johns County,

(individually, a "Fence Tract"), shall, at each such Owner's sole cost and expense, maintain the area of the Fence Tract which bounded by such fence and/or wall and the extension of the side lot lines of the applicable Lot to such fence and/or wall in accordance with the requirements for the maintenance of Lots and Limited Common Areas as set forth in Section 8.17 of the Declaration. Subject to the terms and provisions of the Declaration, such Owners may also, at each such Owner's sole cost and expense, construct, maintain, repair and replace a fence along the side lot lines of its Lot which abuts the fence and/or wall installed by or on behalf of Developer, the Association, or the CDD within a Fence Tract; provided that the Developer, the Association or the Tolomato CDD may remove (without any liability to any Owner, including, without limitation, any costs associated with reinstalling or relocating any fence) all or any portion of such fences installed by an Owner as is reasonably necessary to perform any construction, installation, repair, maintenance or replacement work within a Fence Tract. Developer hereby grants to each Owner of a Lot adjacent to a Fence Tract a non-exclusive, revocable easement for the purposes of maintaining the Fence Tract and installing a fence within a Fence Tract as described in this paragraph.

3. **Approval Rights.**

(a) The first two sentence of Section 5.4 of the Declaration are deleted and replaced with the following:

The Developer reserves the right to assign its reserved rights under this Article V, in whole or in part, to the Association or the Tolomato CDD, who upon such assignment shall automatically assume all of the Developer's obligations under this Article V with respect to the rights assigned. Upon any such assignment to the Association, the Association shall be authorized to form an Architectural Review Board ("ARB"), who shall serve at the pleasure of the Association's Board of Directors.

(b) Developer is the holder of the architectural review and approval rights under Article V of the Declaration (the "Approval Rights"). Developer hereby assigns to the Tolomato CDD, and the Tolomato CDD hereby assumes, the Approval Rights as to only Tract "E", as shown on the plat of Greenleaf Lakes Phase 2, recorded in Map Book 71, pages 8 through 13, and Tracts "J" and "E", as shown on the plat of Greenleaf Lakes Phase 3, recorded in Map Book 72, pages 52 through 56, both of the public records of St. Johns County, Florida.

4. **Common Area.** Developer hereby designates the Designated Property as Common Area under the Declaration. The Association shall maintain the Designated Property and all other Common Area under the Declaration and any improvements located therein in accordance with Section 4.4 and other applicable provisions of the Declaration.

5. **Miscellaneous.** This Agreement shall become effective upon its recordation in the public records of St. Johns County, Florida. As specifically supplemented hereby, the Declaration shall remain in full force and effect. In the event of conflict between the terms and provisions of the Declaration and this Agreement, this Agreement shall control.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the date and year first above written.

Signed, sealed and delivered
in the presence of:

Jill Whaler
(Signature)

Jill Whaler
(Print Name)

Nancy Patterson
(Signature)

NANCY PATTERSON
(Print Name)

DEVELOPER:

SANDY RIDGE NORTH, LLC,
a Florida limited liability company

By: Jed V. Davis
Jed V. Davis
Vice President

STATE OF FLORIDA)
) SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me on April 29, 2016 by Jed V. Davis, the Vice President of **SANDY RIDGE NORTH, LLC**, a Florida limited liability company, on behalf of the company.

Tina E Miller
Print Name Tina E Miller
NOTARY PUBLIC, State of
Florida at Large
Commission # _____
My Commission Expires: _____
Personally Known ☒ _____
or Produced I.D. _____
[check one of the above]
Type of Identification Produced _____



Signed, sealed and delivered
in the presence of:

Gregory J. Barbour
(Signature)

Gregory J. Barbour
(Print Name)

Nancy Patterson
(Signature)

NANCY PATTERSON
(Print Name)

ASSOCIATION:

**GREENLEAF LAKES HOMEOWNERS
ASSOCIATION, INC.**, a Florida not-for-profit
corporation

By:

Gregory J. Barbour
Gregory J. Barbour
President

STATE OF FLORIDA)
) SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me on April 29, 2016, by Gregory J. Barbour, the President of **GREENLEAF LAKES HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the company.

Tina E Miller
Print Name Tina E Miller
NOTARY PUBLIC, State of
Florida at Large
Commission # _____
My Commission Expires: _____
Personally Known _____
or Produced I.D. ✓
[check one of the above]
Type of Identification Produced _____



Signed, sealed and delivered
in the presence of:

Till Whalen
(Signature)

Till Whalen
(Print Name)

Nancy Patterson
(Signature)

NANCY PATTERSON
(Print Name)

CDD:

**THE TOLOMATO COMMUNITY
DEVELOPMENT DISTRICT**, a local unit of special-
purpose government established under Chapter 190,
Florida Statutes

By:

Richard T. Ray
Chairman

STATE OF FLORIDA)
) SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me on April 29, 2016, by Richard T. Ray,
the Chairman of **THE TOLOMATO COMMUNITY DEVELOPMENT DISTRICT**, a local unit of
special-purpose government established under Chapter 190, Florida Statutes, on behalf of the District.

Tina E Miller
Print Name Tina E Miller

NOTARY PUBLIC, State of

Florida at Large

Commission # _____

My Commission Expires: _____

Personally Known ☒ _____

or Produced I.D. _____

[check one of the above]

Type of Identification Produced _____



EXHIBIT "A"

DESIGNATED PROPERTY

Tracts "A", "B", "C", "E", "F", "G", "H", "I", and "J", as shown on the plat of Greenleaf Lakes Phase 1, recorded in Map Book 70, pages 51 through 56, of the public records of St. Johns County, Florida.

Tracts "A", "B", "C", "D", and "E", as shown on the plat of Greenleaf Lakes Phase 2, recorded in Map Book 71, pages 8 through 13, of the public records of St. Johns County, Florida.

Tracts "A", "B", "C", "D", "E", "F", "G", "H", "I", and "J", as shown on the plat of Greenleaf Lakes Phase 3, recorded in Map Book 72, pages 52 through 56, of the public records of St. Johns County, Florida.