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**SECOND AMENDMENT TO THE AMENDED AND RESTATED DECLARATION  
OF COVENANTS AND RESTRICTIONS FOR THE  
SAWMILL LAKES MAINTENANCE ASSOCIATION, INC.**

THIS SECOND AMENDMENT to the Amended and Restated Declaration of Covenants and Restrictions for the Sawmill Lakes Maintenance Association, Inc. as recorded in Official Records Book 1882, page 624 et seq. of the public records of St. Johns County, Florida (the "Declaration"), is made effective this 4<sup>th</sup> day of June, 2021 by **SAWMILL LAKES MAINTENANCE ASSOCIATION, INC.**, a Florida non profit corporation (the "Association").

**RECITALS:**

**WHEREAS**, the Association executed and caused to be recorded the Declaration in Official Records Book 1882, Page 624 et seq. of the public records of St. Johns County, Florida. The real property which is subject to the Declaration is defined therein and is referred to herein as the "Property"; and

**WHEREAS**, pursuant to the provisions of Article XIII, Section 5 of the Declaration and Section 720.306, Florida Statutes, the Declaration may be amended if the amendment is approved by the Owners holding not less than 66 2/3% vote of a quorum of the members present at a duly called meeting of the Association; and

**WHEREAS**, the Association has properly obtained the approval of the required number of the Owners of the Association at a duly called meeting at which quorum was present.

**NOW, THEREFORE**, the Association hereby amends the Declaration as set forth herein:

Words in the text which are in bold and lined through (——) indicate deletions from the current text; words in the text which are in bold and **underlined** indicate additions to the current text. The text will not be lined through or underlined if the entire section or paragraph is amended and restated, added or stricken in their entirety as noted.

1. The above recitals are true and correct and incorporated herein by reference. All defined terms contained in this Second Amendment shall have the same meanings as set forth in the Declaration.

2. In the event of a conflict between this Second Amendment and the Declaration, this Second Amendment shall control. Whenever possible, this Second Amendment, the First Amendment and the Declaration shall be construed as a single document.

3. Article IV, Section 3 is hereby amended, restated and replaced in its entirety as follows:

ARTICLE IV  
COMMON AREAS: CERTAIN EASEMENTS

Section 3. **Maintenance**. The Association shall at all times maintain in good repair and manage, operate and insure, and shall replace as often as necessary, and to the extent not otherwise provided for, the paving, landscaping, improvements and other structures (except public utilities and Community Systems, to the extent same have not been made Common Areas) situated on the Common Areas, if any, all such work to be done as ordered by the Board of Directors of the Association.

The Surface Water or Stormwater Management System is part of an integrated drainage system (the "Overall Drainage System") designed to provide drainage for the Sawmill Lakes Properties and other property (the "Additional Property"). The Surface Water or Stormwater Management System shall be owned by the Association or individual Owners, while that portion of the Overall Drainage System located on the Additional Property is owned by other persons and homeowners associations.

The Drainage Association shall be responsible for the maintenance, operation, care, repair, reconstruction and replacement of that portion of the Surface Water or Stormwater Management System within the boundaries of the Sawmill Lakes Properties that is part of the Overall Drainage System as set forth in its operating documents. In consideration for the management and maintenance by the Drainage Association, it shall assess to the Association its share of the total costs. The amount

payable to the Drainage Association shall be referred to herein as the "Drainage Assessment." The Drainage Assessment shall be an expense of the Association and shall be paid pro rata by each owner as a portion of the assessment payable to the Association. The authority and responsibility of the Drainage Association for such management and maintenance are as more particularly set forth in (a) the Deed from 800 Acre Investment Partnership to Arvida-Sawmill Lakes Partners recorded in Official Records Book 1182, page 221 and (b) the Deed from 800 Acre Investment Partnership to Odum's Mill, Ltd., recorded in Official Records Book 1056, page 1561, both of the public records of St. Johns County, Florida, among other documents.

The Sawmill Lakes Association shall be responsible for the maintenance, operation, care, repair, reconstruction and replacement of the Surface Water or Stormwater Management System within the boundaries of the Sawmill Lakes Properties that is not the responsibility of the Drainage Association which shall be a common expense of the Association.

Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices, which allow the System to provide drainage, water storage, conveyance, water quality at discharge points, or other surface water or stormwater management capabilities, as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or if modified, as approved by the St. Johns River Water Management District. Accordingly, the Association and the Drainage Association shall operate, maintain and manage the portion of the Surface Water or Stormwater Management System(s) in a manner consistent with the St. Johns River Water Management District Permit requirements applicable to The Properties, and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained therein.

The Landrum Road Canal Association, Inc., a Florida non-profit association, or its successor (the "LRCA") owns and is solely responsible for the maintenance, operation, care, repair, reconstruction and replacement of the Drainage Canal serving the Overall Drainage System and its Various Facilities, including, without limitation, pipes, pump stations, pumps, equipment, weirs and other apparatus constructed and installed within the Canal, which provides drainage from Sawmill Lakes Properties and the Additional Property to the Canal and ultimately to the Intracoastal Waterway. In consideration for the use of this Drainage Canal and its Various Facilities, which LRCA maintains, LRCA shall assess to the Association its share of the costs. The amounts payable to LRCA, whether a general or special assessment, shall be referred to herein as the "Canal Assessment." The Canal Assessment shall be an expense of the Association and shall be paid pro rata by each owner as a portion of the assessment payable to the Association. The authority and responsibility of the LRCA

are as more particularly set forth in (a) the Drainage Easement and Shared Maintenance Agreement recorded at Official Records Book 753, page 661 and (b) the Stormwater Discharge Agreement between The Canal Authority, L.C. (now LRCA), Arvida-Sawmill Lakes Partners, L.P. and The Drainage Association, Inc. recorded at Official Records Book 1182, page 341, both of the public records of St. Johns County, Florida and the Asset Purchase Agreement dated November 9, 2015 which assigned the contract interests in the listed contracts of The Canal Owners of Ponte Vedra, Inc. to LRCA, among other documents.

In the event of non-payment of any portion of the Drainage Assessment or the Canal Assessment, the unpaid entity shall have the right to bring an action at law against any Owners who have failed to pay such Owner's respective share of any Drainage or Canal Assessment. Further, the unpaid entity shall have the right to record a claim of lien against all lots owned by Owners who have failed to pay all or any portion of the Drainage or Canal Assessment. The Drainage Association may also lien the property of the Association. The Drainage Assessment liens may be enforced in the same manner as liens for assessments levied by the Association may be enforced by the Association pursuant to Article V hereof. The Canal Assessment liens shall be enforced by foreclosure in the same manner as a mortgage lien foreclosure. Such enforcement actions may entitle the Drainage Association or LRCA to interest and reasonable attorney's fees incurred in the collection action as provided for in the documents referenced in this Article.

Any Drainage Assessment or Canal Assessment lien enforceable against any lot within Sawmill Lakes Properties shall be subordinate to real property tax liens and the liens of any first mortgage in accordance with Article V, Section 8 of the Declaration of Sawmill Lakes, as amended.

Prior to recording any claim of lien or pursuing any foreclosure thereof, the unpaid entity shall first provide the Association with written notice of the intent to take such action. Within fifteen (15) days of receipt of such notice, the Association shall provide a list of lots whose owners have failed to pay assessments to the Association for their share of the assessments due to the unpaid entity giving notice (the "Delinquent List"). As to Owner's lots, the unpaid entity shall thereafter have the right to record a claim of lien and pursue foreclosure against only the lots identified by the Delinquent List. To the extent of any conflict or inconsistency between the Declaration and that certain Warranty Deed recorded in Official Records Book 1056 at page 1561 of the public records of St. Johns County, Florida related to enforcement of liens, the Declaration shall prevail.

All work performed pursuant to this Section and all obligations and expense incurred by the Association pursuant to this Declaration shall be paid for by the Association through assessments (either general or special) imposed in accordance

with this Article and Article V.

No Owner may waive or otherwise escape liability for assessments by non-use (whether voluntary or involuntary) of the Common Areas or abandonment of the right to use the Common Areas.

4. Article VII, Section 23 is hereby amended as follows:

ARTICLE VII  
CERTAIN USE RESTRICTIONS

Section 23. Environmental Permits and Restrictions. This property was developed in accordance with requirements of Permit Number 199200225 (IP-SS), as amended, issued by the Army Corps of Engineers (“ACOE”), and Permit Number 4-109-1039M 3 through 10, as amended, issued by the St. Johns River Water Management District (“SJRWMD”). ~~The entities which own these Permits are or will be owned by the Canal Authority and the Association, respectively, and such Associations~~ have the obligation to assure that all the terms and conditions thereof are enforced, and have ~~The Canal Authority and the Association shall each have~~ the right to bring an action, at law or in equity, against an owner violating such permits.

Except as required or permitted by the aforementioned Permits issued by the ACOE and SJRWMD, no construction activity of any kind is permitted on common areas designated as wetlands or conservations areas (upland buffers). Such wet lands and conservations areas (upland buffers) will remain in their natural state in perpetuity.

Provided however, any owner owning a lot which contains or is adjacent to jurisdictional wetlands or conservation areas established by the ACOE or SJRWMD, shall, by acceptance of title to the lot, be deemed to have assumed the obligation to comply with the requirements of the foregoing permits as such relate to the owners’ lot.

Except as required or permitted by the aforementioned permits issued by the ACOE and SJRWMD, no owner shall alter, fill, dredge, place sod or excavate, or perform similar activities on any portion of their respective lots, unless and until such activity is authorized by or exempt from the requirements of ACOE and SJRWMD.

In the event that an owner violates the terms and conditions of such permits and for any reason, ~~the Canal Association or the Association is cited therefore, a citation is issued to an entity responsible under the permit,~~ the owner agrees to indemnify and hold the ~~Canal Authority and the Association~~ cited party harmless from all costs arising in connection

therewith, including without limitation, all costs and attorney's fees as well as all costs of curing such violation.

Notwithstanding any other provisions contained elsewhere in this Declaration, the ACOE and SJRWMD shall each have the rights and powers enumerated in this paragraph. The ACOE and SJRWMD shall the rights and powers enumerated in this paragraph. The ACOE and SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the permits and the jurisdictional lands subject to the regulation of the ACOE and SJRWDM. Any amendment to this Declaration which amends the responsibilities or obligations of the Parties with respect to the referenced permits, must have prior written approval of the ACOE and SJRWMD, as applicable. ~~In the event that the Canal Association or the Association~~ **responsible entities** are dissolved, prior to such dissolution, all responsibility relating to the Surface Water or Storm Water Management System and the permits must be assigned and accepted by an entity approved by the ACOE and SJRWMD.

5. Article VII, Section 23 is hereby amended as follows:

#### ARTICLE XIII GENERAL PROVISIONS

Section 5. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed, deleted or added to at any time and from time to time upon the execution and recordation of an instrument executed by the Association following approval at a meeting of Owners holding not less than 66 2/3% vote of a quorum of the members present at the meeting. In addition to the foregoing, any amendment to this Declaration which alters the Surface Water or Stormwater Management System beyond maintenance in its original condition, including the water management portion of the Common Areas, must have the prior approval of the St. Johns River Water Management District. The foregoing sentence may not be amended without the consent of such District.

Further, those provisions of this Declaration, which are specifically referenced in the St. Johns County P.U.D. approval of The Properties and incorporation into the Final Development Plan for same shall not be amended without the approval of the Board of County Commissioners of St. Johns County.

~~Lastly, the provisions of this Declaration, which reference or affect any right or obligation of the Canal Owners Assoe. may not be amended without the consent of the Canal Owners Assoe.~~

6. Except as modified in this instrument, all terms and conditions of the Declaration, as previously amended, shall remain in full force and effect.

7. This Second Amendment shall be a covenant running with the land and shall be effective immediately upon its recording in St. Johns County, Florida.

IN WITNESS WHEREOF, the Association has caused this Second Amendment to the Amended and Restated Declaration of Covenants and Restrictions to be executed in its name by the undersigned, duly authorized officer on the day and year first written above, which amendment has been adopted by the Board of Directors of the Corporation and approved by the members of the Corporation who were required to vote and approve such an amendment at a duly called and constituted meeting.

WITNESSES:

*Ramanda Walker*  
Printed Name Ramanda Walker

*April Chadits*  
Printed Name April Chadits

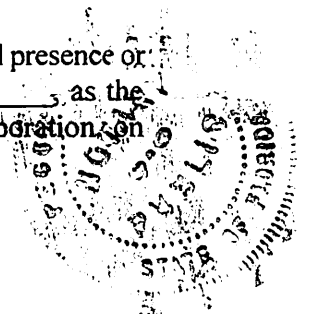
SAWMILL LAKES MAINTENANCE  
ASSOCIATION, INC.,  
a Florida Not for Profit Corporation,

By: *Kevin J. Hanney*  
Printed Name: Kevin Hanney  
Title: President

STATE OF FLORIDA        )  
COUNTY OF ST. JOHNS    )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 4 day of June, 2021, by Kevin J. Hanney, as the President of Sawmill Lakes Maintenance Association, Inc., a Florida non profit corporation, on behalf of the corporation.

*Peggy M. Paris*  
NOTARY PUBLIC



Personally Known or  Produced Identification  
Type of Identification Produced Fh Drivers License



PEGGY M. PARIS  
Commission # GG 259722  
Expires October 17, 2022  
Bonded Thru Budget Notary Services

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