

Upon recording, return to:  
Melissa VanSickle  
Clark, Partington, Hart  
106 E. College Ave., Ste. 600  
Tallahassee, Florida 32301

Cross- Reference: Declaration: Book 3513  
Page 561

**SECOND AMENDMENT TO THE AMENDED, RESTATED AND INTEGRATED  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
AND COMMUNITY COVENANTS FOR THE  
SOUTHWOOD RESIDENTIAL COMMUNITY**

This Second Amendment To The Amended, Restated And Integrated Declaration Of Covenants, Conditions And Restrictions And Community Covenants For The Southwood Residential Community (the "Second Amendment") is made this 24th day of May, 2011, by The St. Joe Company, a Florida corporation ("Declarant").

**WITNESSETH**

**WHEREAS**, on May 25, 2006 Declarant recorded that Amended, Restated and Integrated Declaration of Covenants, Conditions and Restrictions and Community Covenants for the SouthWood Residential Community in Book 3513, Page 561 et seq., of the public records of Leon County, Florida as amended by that certain First Amendment to the Amended, Restated and Integrated Declaration of Covenants, Conditions, and Restrictions and Community Covenant for the SouthWood Residential Community recorded on May 5, 2009 in Book 3979, Page 994 et seq., of said public records (as may be amended and supplemented from time to time, the "Declaration"); and

**WHEREAS**, pursuant to Section 22.1 of the Declaration, until termination of the Class B Control Period, Declarant may unilaterally amend the Declaration for any purpose; and

**WHEREAS**, the Class B Control Period has not expired or been terminated; and

**WHEREAS**, Declarant desires to amend the Declaration.

**NOW, THEREFORE**, pursuant to Declarant's reserved authority, Declarant hereby amends the Declaration as follows:

1. The above recitals are incorporated herein as true and correct and undefined terms shall have the same meeting as set out in the Declaration.



2. The following changes are hereby made to **Section 8.8 Lien for Assessments** of the Declaration (additions are underlined and deletions are ~~struck through~~):

8.8 Lien for Assessments

The Association shall have a lien against each Lot to secure payment of delinquent assessments, as well as interest, late charges (subject to Florida law), and costs of collection (including attorneys' fees). Such lien shall relate back to the date of recording of this Declaration; however, as to a first priority Mortgage of record against a Lot, the lien is effective from and after recording of a claim of lien against such Lot.

Prior to filing a record or claim of lien or otherwise taking any action to enforce its lien, the Association shall provide the delinquent Owner with written notice or demand for the past due assessments and any other amounts which the Owner owes to the Association pursuant to the Governing Documents and the Association's intent to file a claim of lien and to foreclose such lien in the manner and subject to the time periods provided by Florida law. The notice shall be sent by registered or certified mail, return receipt requested, and by first class mail, to the last address of the Owner reflected in the Association's records and to the address of the Lot, if different from the address in the Association's records. If the Owner's address as reflected in the Association's records is located outside the United States, sending the notice to such address by first class United States mail shall be sufficient.

The Association's lien may be enforced by suit, judgment, and foreclosure in accordance with Florida law. The Association may acquire a Lot in connection with foreclosing its lien and, in such case, may hold, lease, mortgage, and convey the Lot. The Association may also sue for unpaid assessments and other charges without foreclosing or waiving its assessment lien.

Sale or transfer of any Lot shall not affect the assessment lien or relieve such Lot from the lien for any subsequent assessments, except that the sale or transfer of any Lot pursuant to foreclosure or deed in lieu of foreclosure (hereinafter "Foreclosure") of a first Mortgage having priority over the Association's lien shall extinguish the lien as to (but not the personal obligation for) any installments of such assessments due prior to the ~~Mortgagee's foreclosure~~ Foreclosure except to the extent Florida law permits the Association assessment lien to survive Foreclosure. The purchaser of a foreclosed Lot ("Foreclosure Grantee") shall not be personally liable for assessments on such Lot due prior to the Foreclosure sale other than any amounts which survive the Foreclosure under Florida law. Any assessments or other charges deemed uncollectible as a result of extinguishment of the Association's lien shall be deemed to be Common Expense or Neighborhood Expenses, as applicable, collectible from Owners of all Lots



subject to assessment under Section 8.6. The Foreclosure Grantee, including the first Mortgagee, shall be jointly and severally liable with the previous owner for any assessments which survive Foreclosure and that came due on such Unit up to the time of transfer of title to the extent permitted by Florida law. Foreclosure Grantee's obligations hereunder are without prejudice to any right the Foreclosure Grantee may have to recover from the previous owner the amounts paid hereunder by Foreclosure Grantee. The person or entity acquiring title, including Foreclosure Grantee, shall pay the amount owed to the Association within thirty (30) days after transfer of title. Failure to pay the full amount owed when due shall entitle the Association to record a claim of lien against the Unit and proceed in the same manner as provided in this section for the collection of unpaid assessments.

Notwithstanding the above, while the association owns a Lot: (a) no right to vote shall be exercised on its behalf; (b) no assessment shall be levied on it; and (c) each other Lot shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Lot had it not been acquired by the Association.

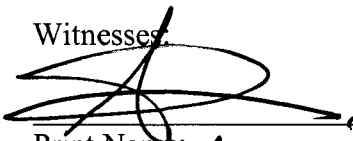
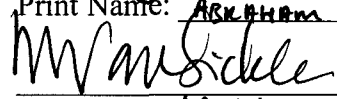
3. The changes set forth on Schedule 1 are hereby made to **Exhibit C Initial Use Restrictions** of the Declaration (additions are double underlined and deletions are ~~struck through~~).

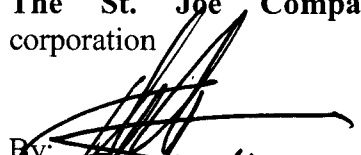
4. Except as amended herein, all terms, covenants and restrictions of the Declaration shall remain in full force and effect.



IN WITNESS WHEREOF, Declarant has executed this Second Amendment the day and year first above written.

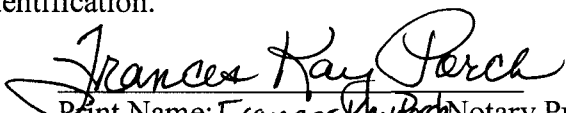
**DECLARANT:**  
The St. Joe Company, a Florida corporation

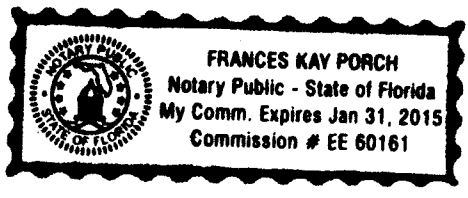
Witnesses:  
  
Print Name: ABRAHAM PARDO  
  
Print Name: Melissa Vansickle

By:   
Print Name: Bill Wier  
Its: President

STATE OF FLORIDA  
COUNTY OF Leon

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of May, 2011, by Bill Wier, as VP-GM of The St. Joe Company, a Florida corporation, on behalf of said company, who (  ) is personally known to me or ( ) has produced NA as identification.

  
Print Name: Frances Kay Porch Notary Public  
My Commission Expires: \_\_\_\_\_



**SCHEDULE 1****EXHIBIT "C"****Initial Use Restrictions**

The purpose of Architectural Guidelines and Use Restrictions is not to anticipate all acceptable or unacceptable behavior in advance and eliminate all improvements or activities which fall outside of "the norm." In fact, it is expressly intended that the Reviewer under Article IV, and the Board, as appropriate, have discretion to approve or disapprove items, or to enforce or not enforce technical violations of the Governing Documents, based upon aesthetic or other considerations consistent with the established guidelines. As such, while something may be approved or permitted for one Lot under one set of circumstances, the same thing may be disapproved for another Lot under a different set of circumstances. The exercise of discretion in approving or enforcement shall not be construed as a waiver of approval or enforcement rights, nor shall it estop the Board from taking enforcement action in any appropriate circumstances.

Subject to the above, the following restrictions shall apply to all of the Residential Community until such time as they are amended, modified, repealed, or limited pursuant to Article III of the Declaration.

(a) Animals and Pets. No animals of any kind, including livestock and poultry, shall be raised, bred, or kept on any portion of the Residential Community, except that a reasonable number of usual and common household pets, as determined in the Board's discretion, may be kept on a Lot (including inside a dwelling). Unless the Board, in its discretion, determines otherwise, a reasonable number of dogs and cats, collectively, on any Lot shall be presumed to be two and Board consent is required for keeping additional dogs and/or cats on a Lot. Upon the Board's request, an Owner, at his or her expense, shall remove any pet that is permitted to roam free, or, in the Board's sole discretion, endangers health, makes objectionable noise, or constitutes a nuisance or inconvenience to other Owners or residents of any portion of the Residential Community. If the Owner fails to honor such request, the Board may cause the pet to be removed at the Owner's expense. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs shall be kept on a leash or otherwise confined in a manner acceptable to the Board whenever outside a structure. Any person bringing a pet outside of a structure, or permitting a pet to go outside of a structure, shall be responsible for immediately and properly disposing of any solid waste from such pet.

(b) Wildlife. Capturing, killing, or trapping wildlife is prohibited within the Residential Community, except in circumstances imposing an imminent threat to the safety of Persons or pets.

(c) Firearms; Fireworks. The use and discharge of firearms within the Residential Community is prohibited. The term "firearms" includes "B-B" guns, pellet



guns, and other firearms of all types, regardless of size. The use and discharge of fireworks is prohibited except by license granted by the Association.

(d) Nuisances. No Owner shall engage in any activity which constitutes a nuisance (meaning offensive or detrimental activity, as determined by the Board), or which materially disturbs or destroys the vegetation, wildlife, or air quality within the Residential Community, or which results in unreasonable levels of sound or light pollution, or that detracts from the overall appearance of the Residential Community.

(e) Garages. Garage doors shall remain closed at all times except when entering, exiting, or otherwise actively using the garage. A garage or carport may not be converted to finished space for use as an apartment, an integral part of the Lot's living area, or for purposes other than parking vehicles and ancillary storage, without prior approval pursuant to Article IV.

(f) Exterior Lighting. Excessive exterior lighting on any Lot is prohibited. The Board in its sole discretion shall determine whether any exterior lighting is excessive. Exterior lighting must be approved in advance in accordance with Article IV.

(g) Storage of Goods. Storage (except in approved structures or containers) of furniture, fixtures, appliances, machinery, equipment, or other goods and chattels on the Common Area (except by the Association), or, if not in active use, any portion of a Lot which is visible from outside the Lot is prohibited.

(h) Prohibited Conditions. The following conditions, structures, or activities are prohibited on any Lot:

(i) Dogs runs and animal pens of any kind, unless properly screened and approved in advance in accordance with Article IV;

(ii) Shacks or other structures of a temporary nature on any Lot except as may be authorized by Declarant during the initial construction of improvements within the Residential Community. Temporary structures used during the construction or repair of a dwelling or other improvements shall be removed immediately after the completion of construction or repair;

(iii) Permanent basketball goals, basketball standards, or backboards which are or would be visible from any street or Common Area; provided, portable basketball goals may be used on a Lot without prior approval, but must be stored so as not to be visible from any street or Common Area overnight or otherwise when not in use;

(iv) Freestanding flagpoles; provided, a single flag may be displayed on a Lot using a bracket or other approved device mounted to a dwelling so long as the size of the flag displayed does not exceed a standard size (as determined in the Board's discretion and set forth in a Board rule);



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(v) Outdoor athletic and recreational facilities such as playscapes, swing sets, trampolines, and sport courts unless properly screened and approved in advance in accordance with Article IV; and

(vi) Outside clotheslines or other outside facilities for drying or airing clothes unless properly screened and approved in advance in accordance with Article IV; and

(vii) Operation of golf carts on portions of the Residential Properties other than golf courses and cart paths designated for such purpose. This shall not preclude the operation of electric vehicles in and on streets and other paved areas intended for vehicular traffic as such vehicles meet the requirements of Florida Law for operation on public streets at night and if permitted by Leon County.

In any event, and notwithstanding the above list of prohibited conditions, any structure, improvement, or thing proposed for construction, erection, installation, or placement on a Lot requires prior Reviewer approval in accordance with Article IV, unless specifically made exempt under the Architectural Guidelines.

(i) Quiet Enjoyment. Nothing shall be done or maintained on any part of a Lot which emits foul or obnoxious odors outside the Lot or creates noise or other conditions which tend to disturb the peace, quiet, safety, comfort, or serenity of the occupants and invitees of other Lots.

No noxious, illegal, or offensive activity shall be carried on upon any portion of the Residential Community which, in the Board's reasonable determination, tends to cause embarrassment, discomfort, annoyance, or nuisance to others.

(j) Signs. No sign (including any poster, circular, and billboard) shall be placed or erected on any Lot within the Residential Community, except those required to be permitted by law and the following types of signs: (i) residential identification signs for identification of the occupant and its address may be affixed to the front door of the dwelling or on the wall immediately adjacent to the front door; (ii) within the "Town Center" and "Neighborhood Village Center" portions of the Residential Community (as such areas are identified in the Master Plan or otherwise designated by Declarant), business identification signs for identification of the occupant and its address may be affixed to the front door or on the wall immediately adjacent to the front door of the dwelling being used for permitted business purposes; (iii) during the period that a Lot is being offered for sale or for rent, "For Sale", "For Rent," or "Open House" signs may be placed on the Lot; and (iv) security signs. Any sign placed on a Lot, except as otherwise required by law, shall be subject to such additional specifications as to form, size, color, location, and style as the Board may impose from time to time. The Board also may limit the number of signs that may be placed on any Lot. Such restrictions shall not apply to entry, directional, and marketing signs installed by Declarant or a Builder; provided, Builder or other contractor signs may remain on the Lot only during the period of



construction of improvements on the Lot and shall be subject to such restriction as to form, size, color, location, content, and style as Declarant or the Board (with Declarant's approval) may impose from time to time.

One sign, not to exceed 9" x 12" in size, may be mounted in a window or on a stake not more than 36" above ground, without prior approval, to identify the Unit as being equipped with a security system and/or monitored by a security service. No other signs, posters, billboards, artwork, etc. shall be displayed in the windows of the Residential Unit.

No Owner, other than Declarant, may place or erect a sign of any kind on the Common Area without the Association's prior approval, which approval may be granted or withheld in the Board's sole discretion. The Association with the Board's approval, shall have the right to erect signs on the Common Area.

(k) Holiday Decorations. Owners may display holiday decorations on their Lots if the decorations are of the kinds normally displayed in single family residential neighborhoods, are of reasonable size and scope, and do not disturb other Owners and residents by excessive light or sound emission or by causing an unreasonable amount of spectator traffic. Holiday decorations may be put up for display no sooner than 30 days prior to the associated holiday and must be taken down within 15 days after the associated holiday.

(l) Antennas and Satellite Dishes. No antenna, satellite dish, or other device for the transmission or reception of television or radio (including amateur or ham radios) signals is permitted outside the dwelling on a Lot, except those devices whose installation and use is protected under federal law or regulations (generally, certain antennae under one meter in diameter). Notwithstanding such protection, an application for such an antenna or other device must be submitted to the Reviewer for approval and approval will be granted only if:

(i) First, the antenna or other device is designed for minimal visual intrusion (*i.e.*, is located in a manner that minimizes visibility from the street or an adjacent Lot and is consistent with the Community-Wide Standard); and

(ii) Second, the antenna or other device complies to the maximum extent feasible with the Architectural Guidelines within the confines of applicable federal regulations (*i.e.*, without precluding reception of a quality signal or unreasonably increasing the cost of the antenna or device).

The Reviewer shall consider any such application on an expedited basis.

Notwithstanding the above, Declarant and/or the Association may erect an antenna, satellite dish, or other apparatus for a master antenna, cable, or other communication system for the benefit of all or a portion of Southwood, should any master system or systems be used by the Association and require such exterior apparatus.



Where the Association is responsible for performing maintenance (*e.g.*, cleaning, painting, etc.), or otherwise is authorized to perform such maintenance, on a structure or other improvement, the Association may require the removal of any device (including, but not limited to, an antenna or a satellite dish) that interferes with the normal maintenance of the structure in order to allow the Association to perform such maintenance. In such case, the Lot Owner and/or the owner of the device shall be responsible for all costs the Association incurs in removing and replacing the antenna or other device for such maintenance purposes.

(m) Trash Containers and Collection. No garbage or trash shall be placed or kept on any Lot, except in covered containers of a type, size, and style that are specifically permitted under the Architectural Guidelines or such specifications as the Board otherwise imposes, or as are otherwise required by the applicable governing jurisdiction. Such containers shall be screened from view outside of the Lot except when they are being made available for collection and, in any event, such containers may not be placed near the road or alleyway for collection any earlier than 6:00 p.m. on the night before the day of collection and must be moved back to a screened location by midnight of the day of collection. Townhomes must store cans next to the rear of the unit away from the alleyway. Rubbish, trash, and garbage must be removed from the Lots and may not accumulate on any Lot. Outdoor incinerators may not be kept or maintained on any Lot.

(n) Pool Equipment. All pool equipment stored on any Lot shall be screened from view from outside the Lot.

(o) Unsightly or Unkempt Conditions. All portions of a Lot outside enclosed structures shall be kept in a clean and tidy condition at all times. All exterior portions of the Residential Units including, but not limited to, columns, steps, porches, soffits, siding, fascia, roof shall be free of dirt and/or mildew and all painted surfaces of the exterior shall not be faded, peeling or in any way have the appearance of being unsightly or unkempt. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Lot in a manner which is unsanitary, unsightly, offensive or detrimental to any other portion of the Residential Community, as the Board may determine.

Woodpiles or other material shall be properly screened and stored in such a manner so as not to attract rodents, snakes, and other animals and or create a fire hazard, as the Board determines. No activities shall be conducted upon or adjacent to any Lot or within any structure on a Lot which are or might be unsafe or hazardous to any Person or property. Open fires are prohibited within the Residential Community, except in a contained outdoor fireplace or barbecue unit while attended and in use for cooking purposes.



(p) Vehicles and Parking. As used in this Section, the term "vehicles" includes, without limitation, automobiles, trucks, boats, trailers, motorcycles, campers, vans, and recreational vehicles.

No vehicle may be left upon any portion of the Residential Community except in a garage, driveway, or other area the Board designates. No person shall park any recreational vehicle, mobile home, trailer, camper, stored vehicle, commercial vehicle (including all vehicles with commercial lettering or logos), or any unlicensed or inoperable vehicle within the Residential Community other than in an enclosed garage; parking vehicles on the grass anywhere within the Residential Community is prohibited. Non-commercial "sports utility vehicles" and "mini-vans" (as such vehicles are commonly referred to, as determined in the Board's discretion) and non-commercial pick-up trucks without camper tops shall be treated as automobiles and may be parked in driveways outside of enclosed garages. Boats or other watercraft may be kept or stored on a Lot only so long as they are concealed from view from outside of the Lot. This Section shall not apply to emergency vehicle repairs or to construction, service, and delivery vehicles for periods necessary to perform the services or make a delivery.

Notwithstanding the above, for purposes of cleaning, loading, unloading, and short-term (but not overnight) guest parking, any vehicle may be temporarily parked outside of an enclosed garage for periods reasonably necessary to perform such tasks or the period of the guest's visit, as applicable.

(q) Wetlands, Lakes, and Other Water Bodies. Wetlands, lakes, ponds, and streams within the Residential Community, if any, are part of the Residential Community's water management system, and no active use of lakes, ponds, streams, or other bodies of water within the Residential Community or within any golf course is permitted, except that the owner of the adjacent golf course, and its agents, shall have the exclusive right and easement to retrieve golf balls from bodies of water within the Common Areas and use water for irrigation purposes under a separate agreement with the Association. The Association shall not be responsible for any loss, damage, or injury to any person or property arising out of the authorized or unauthorized use of lakes, ponds, streams, or other bodies of water within or adjacent to the Residential Community.

(q) Solar Equipment. No solar heating equipment or device is permitted outside a dwelling or other structure on a Lot except such devices whose installation and use is protected by federal or Florida law. Notwithstanding such protection, an application for such equipment or device must be submitted for approval under Article IV prior to installation and approval will be granted only if:

(i) First, such equipment or device is designed for minimal visual intrusion when installed (*i.e.*, is located in a manner which minimizes visibility from the street or an adjacent Lot and is consistent with the Community-Wide Standard); and



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(ii) Second, the equipment or device complies to the maximum extent feasible with the Architectural Guidelines within the confines of the applicable governmental regulations.

(r) Porches. The Association reserves the right to promulgate additional rules and regulations concerning, among other things, criteria and requirements relating to what furnishings and other decorative items may be placed on porches facing any public street. All furnishings and any other items located on porches facing public streets must be designed for outdoor use. Should any plants located on any such porches die, they shall promptly be removed or replaced with living plants.

(s) Fences. Fences must be approved by the Architectural Review Committee in advance of installation.

(t) Window Coverings.

(i) The only acceptable window coverings that may be affixed to the interior of any windows visible from any street, alley, or other portion of the Residential Properties are drapes, blinds, shades, shutters, or curtains. The side of such window coverings that is visible from the exterior of any improvements must be white or off-white in color, except that any window coverings consisting of wooden blinds or shutters may be a natural wood color.

(u) Leasing of Units.

(i) “Leasing,” for purposes of this Charter, is defined as regular, exclusive occupancy of a dwelling Unit by any person, other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee, service or ~~gratuity~~ or emolument. Except as otherwise provided in any applicable Supplement or other applicable covenants, Units may be leased in their entirety, or a carriage house that is separate from the primary dwelling on a Unit may be leased, or a dwelling and a carriage house on a Unit may be separately leased to different tenants; however no single rooms or other fraction or portion of a Unit constituting less than the entire dwelling or carriage house may be leased, and no Unit or portion thereof shall be used for operation of a boarding house, “Bed and Breakfast” establishment, or similar accommodation for transient tenants.

(ii) Except for leases of carriage houses or as may otherwise be permitted by any applicable Supplement or other applicable covenant, all leases shall be for an initial term of no less than ~~(see documents)~~ seven (7) months. Leases of carriage houses shall be



leased for an initial term of no less than seven (7) months. No carriage house shall be leased or used for any purpose other than residential use, except that the occupant of the primary dwelling on a Unit may use the carriage house for other uses consistent with the Charter and these Initial Use Restrictions.

(iii) Notice of any lease, together with such additional information as the Board may require, shall be given to the Board or its designated administrator by the Unit Owner within 10 days of execution of the lease. The Owner must make available to the lessee copies of the Charter, By-Laws, and the rules and regulations. There shall be no subleasing or assignment of any lease unless prior written approval is obtained from the Board of Directors or its designated administrator.

