



FLORIDA DEPARTMENT OF STATE
Sandra B. Mortham
Secretary of State

January 9, 1997

CAPITAL CONNECTION, INC.
417 E. VIRGINIA STREET
SUITE 1
TALLAHASSEE, FL 32301

The Articles of Incorporation for CLEARLAKE AT MARSH LANDING HOMEOWNERS ASSOCIATION, INC. were filed on January 9, 1997 and assigned document number N97000000109. Please refer to this number whenever corresponding with this office regarding the above corporation.

PLEASE NOTE: COMPLIANCE WITH THE FOLLOWING PROCEDURES IS ESSENTIAL TO MAINTAINING YOUR CORPORATE STATUS. FAILURE TO DO SO MAY RESULT IN DISSOLUTION OF YOUR CORPORATION.

A CORPORATION ANNUAL REPORT MUST BE FILED WITH THIS OFFICE BETWEEN JANUARY 1 AND MAY 1 OF EACH YEAR BEGINNING WITH THE CALENDAR YEAR FOLLOWING THE YEAR OF THE FILING DATE NOTED ABOVE AND EACH YEAR THEREAFTER. FAILURE TO FILE THE ANNUAL REPORT ON TIME MAY RESULT IN ADMINISTRATIVE DISSOLUTION OF YOUR CORPORATION.

A FEDERAL EMPLOYER IDENTIFICATION (FEI) NUMBER MUST BE SHOWN ON THE ANNUAL REPORT FORM PRIOR TO ITS FILING WITH THIS OFFICE. CONTACT THE INTERNAL REVENUE SERVICE TO INSURE THAT YOU RECEIVE THE FEI NUMBER IN TIME TO FILE THE ANNUAL REPORT. TO OBTAIN A FEI NUMBER, CONTACT THE IRS AT 1-800-829-3676 AND REQUEST FORM SS-4.

SHOULD YOUR CORPORATE MAILING ADDRESS CHANGE, YOU MUST NOTIFY THIS OFFICE IN WRITING, TO INSURE IMPORTANT MAILINGS SUCH AS THE ANNUAL REPORT NOTICES REACH YOU.

Should you have any questions regarding corporations, please contact this office at the address given below.

Teresa Brown, Corporate Specialist
New Filing Section

Letter Number: 297A00001183

644-5640
Tori
058

ARTICLES OF INCORPORATION
OF
CLEARLAKE AT MARSH LANDING HOMEOWNERS ASSOCIATION, INC.

FILED
97 JAN -9 AM 11: 15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the laws of the State of Florida, the undersigned adopt the following Articles of Incorporation for the purpose of forming a corporation not-for-profit for the purposes and with powers set forth herein. All capitalized terms set forth herein, to the extent not defined herein, shall have the meanings set forth in the Declaration of Covenants, Restrictions, Conditions, and Easements and Notice of Assessments - ClearLake at Marsh Landing Homeowners Association, Inc., to be recorded in the public records of St. Johns County, Florida, as it may be modified and supplemented from time to time ("Declaration").

ARTICLE I - NAME

The name of this Corporation is CLEARLAKE AT MARSH LANDING HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association").

ARTICLE II - SUBSCRIBER

The name and address of the Subscriber of this Corporation is:

James N. McGarvey, Jr.
2453 So. Third Street
Jacksonville Beach, FL 32250

ARTICLE III - REGISTERED AGENT

The name and address of the Registered Agent of this Corporation is:

James N. McGarvey, Jr.
2453 So. Third Street
Jacksonville Beach, FL 32250

ARTICLE IV - PRINCIPAL OFFICE

The principal office of the Association shall be located at 2453 So. Third Street, Jacksonville Beach, FL 32250, but the Association may maintain offices and transact business in such places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

ARTICLE V - PURPOSE AND POWERS

The Association does not contemplate pecuniary gain or profit to its Members. The specific purposes for which it is formed are to operate as a not-for-profit corporation pursuant to Chapter 617, Florida-Statutes, and to provide for the maintenance, preservation and operation of all the Property and the Common Property which is from time to time subjected to the Declaration, as such is supplemented and amended from time to time, all for the mutual advantage and benefit of the Members of this Association, who shall be the Developer (defined below) and the Owners of the Lots. For such purposes, the Association shall have and exercise the following authority and powers:

- (1) To exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration, these Articles, and the Bylaws, as the same may be amended from time to time, and as may be reasonably necessary or convenient to effectuate the purposes of the Association. The Declaration is incorporated herein by this reference as if set forth in detail.
- (2) To fix, levy, collect, and by any lawful means enforce payment of all Assessments pursuant to the terms of the Declaration, and to pay all expenses in connection therewith, and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes, or governmental charges levied or imposed against the property of the Association.
- (3) To acquire, by gift, purchase, or otherwise, own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use, or otherwise dispose of real or personal property or any improvements thereon in connection with the affairs of the Association.
- (4) To borrow money and to mortgage, pledge, or hypothecate all or any part of the Association's real or personal property as security for money borrowed or debts incurred, as more fully provided in the Declaration.
- (5) To dedicate, sell, transfer, or grant permits and licenses over all or any part of the Common Property to any public agency, authority, or utility, for such purposes and subject to such conditions as may be agreed to by the Board of Directors, as more fully provided in the Declaration.
- (6) To participate in mergers and consolidations with other nonprofit corporations organized for the same purposes, as more fully provided in the Declaration.
- (7) To make, establish and amend reasonable rules and regulations governing the use of the Lots and Common Property.
- (8) To maintain, repair, replace, operate and manage the Common Property.

(9) To employ personnel, agents, or independent contractors to perform the services required for the proper operation of the Common Property.

(10) To assist in the enforcement of the provisions of the Declaration which related to the Stormwater Management System, in a manner consistent with the St. Johns River Water Management District Permit requirements and applicable District rules.

(11) To have and to exercise all powers, rights, and privileges which a corporation organized under the laws of the State of Florida may now or hereafter have or exercise.

All of the Association's assets and earnings shall be used exclusively for the purposes set forth herein and in accordance with Section 528 of the Internal Revenue Code of 1986, as amended ("Code"), and no part of the assets of this Association shall inure to the benefit of any individual Member or any other person. The Association may, however, reimburse its Members for actual expenses incurred for or on behalf of the Association, and may pay compensation in a reasonable amount to its Members for actual services rendered to the Association, as permitted by Section 528 of the Code, other applicable provisions of the Code, federal and state law. In addition, the Board of Directors shall also have the right to exercise the powers and duties set forth in the Bylaws.

ARTICLE VI - MEMBERSHIP

(1) Every person or entity who is the record owner of a fee or undivided fee interest in any Lot, including ClearLake Developers, Ltd., a Florida limited partnership ("Developer"), and contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association.

(2) The transfer of the membership of any Owner shall be established by the recording in the public records of St. Johns County of a deed or other instrument establishing a transfer of record title to any Lots for which membership has already been established. Upon such recordation the membership interest of the transferor shall immediately terminate. Notwithstanding the foregoing, the Association shall not be obligated to recognize such a transfer of membership until such time as the Association receives a copy of the deed or other instrument establishing the transfer of ownership of the Lot. It shall be the responsibility and obligation of the former and new Owner of the Lot to provide such copy to the Association.

(3) The interest of a Member in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to the Lot owned by such Member.

ARTICLE VII - VOTING RIGHTS

The Association shall have two (2) classes of voting Members, as follows:

(1) Class A. Class A Members shall be all Owners, with the exception of Developer while Class B Membership exists. Class A Members shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members; however, the vote for such Lot shall be exercised as they shall determine among themselves, but in no event shall more than one vote be cast with respect to any one Lot. Notwithstanding the foregoing, if title to any Lot is held by a husband and wife, either spouse may cast the vote for such Lot unless and until a written voting authorization is filed with the Association. When title to a Lot is in a corporation, partnership, association, trust, or other entity, such entity must designate in writing to the Association the name of the officer or persons who will occupy such Lot and be designated as a voting Member of this Association. Provided however, if an Owner owns a Reconfigured Lot (as such term is defined in the Declaration), for so long as such Reconfigured Lot contains only one single family Residence, the Owner thereof shall have only one vote in Association matters.

(2) Class B. The Class B Member shall be the Developer who shall be entitled to the sole right to vote in Association Matters until the occurrence of the earlier of the following events ("Turnover"):

- (a) Three (3) Months after ninety percent (90%) of the Lots in the Property that will ultimately be operated by the Association have been conveyed to the Class A Members;
- (b) When Developer, in its sole discretion, determines to terminate its Class B Membership in writing.

After Turnover, the Class A Members may vote to elect the majority of members of the Board. For the purposes of this Article, builders, contractors or others who purchase a Lot for the purpose of constructing improvements thereon for resale shall not be deemed to be Class A Members. For so long as the Developer owns at least five (5%) percent of the Lots within the Property, the Developer shall be entitled to elect the minority members of the Board or at least one (1) director. After Turnover, the Developer shall be a Class A Member with respect to the Lots which it owns, and shall have all the rights and obligations of the Class A Member, except that it may not cast its votes for the purpose of reacquiring control of the Association or selecting the majority of the members of the Board.

ARTICLE VIII - BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors, who shall be Members of the Association; provided, however, that until Turnover, the Directors need not be Members of the Association. The number of Directors of the Association shall be not less than three (3) nor more than five (5). The number of Directors may be increased by amendment of these Articles as provided herein. Each member of the Board of Directors shall be entitled to one (1) vote.

The names and addresses of the persons who are to act in the initial capacity of Directors until the selection and qualification of their successors are:

<u>Name</u>	<u>Address</u>
James N. McGarvey, Jr.	2453 So. Third Street, Jacksonville Beach, Florida 32250
Dinah K. Herring	2453 So. Third Street, Jacksonville Beach, Florida 32250
Patricia H. Kelley	2453 So. Third Street, Jacksonville Beach, Florida 32250

Until Turnover, the Board shall consist of Directors appointed by the Class B Member, who shall serve until the Class B Member no longer has the right to appoint any Directors.

At the first annual meeting after Turnover, the Class A Members shall elect new Directors to be elected by the Class A Members by a plurality of the votes cast at such election, such that the two persons receiving the greatest number of votes shall serve for two (2) years and the remaining Directors will serve for one (1) year. At each annual meeting thereafter, the Members shall elect Directors to be elected by the Class A Members to all vacant terms for terms of two (2) years. Any vacancy on the Board of Directors shall be filled for the unexpired term of the vacated office by the remaining Directors, except that any Director which is appointed by the Class B Members shall be reappointed only by the Class B Member.

ARTICLE IX - OFFICERS

Subject to the direction of the Board of Directors, the affairs of this Association shall be administered by its officers, as designated in the Bylaws of this Association. Said officers shall be elected at the first meeting of the Board of Directors and annually thereafter by the Board of Directors. The Board of Directors may, in its discretion, contract with a management company to manage and operate the Association. The names and addresses of the officers who shall serve until the first annual meeting of the Board of Directors are:

<u>Name and Title</u>	<u>Address</u>
James N. McGarvey, Jr. President	2453 So. Third Street Jacksonville Beach, FL 32250
Patricia H. Kelley Secretary	2453 So. Third Street Jacksonville Beach, FL 32250
Dinah K. Herring Treasurer	2453 So. Third Street Jacksonville Beach, FL 32250

ARTICLE X - BYLAWS

The Bylaws of this Association shall be adopted by the first Board of Directors, which Bylaws may be altered, amended, modified or appealed in the manner set forth in the Bylaws.

ARTICLE XI - TERM OF EXISTENCE

This corporation shall have perpetual existence, unless sooner dissolved in accordance with the provisions herein contained or in accordance with the laws of the State of Florida. The date on which corporate existence shall begin is the date on which these Articles of Incorporation are filed with the Secretary of State of the State of Florida.

ARTICLE XII - DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the Class A Members and of the Class B Member, if any, in accordance with the provisions of the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association as created, or for the general welfare of the residents of the county in which the Property is located. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust, or other organization to be devoted to similar purposes. In the event of the dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which complies with Section 40C-42.027, Florida Administrative Code. In addition, prior to the conveyance of any portion of the Stormwater Management System, or the transfer of any maintenance obligations pertaining to the Stormwater Management System, the approval of the St. Johns River Water Management District must be obtained.

ARTICLE XIII - AMENDMENTS

Until Turnover, Developer reserves the exclusive right to amend or repeal any of the provisions of these Articles of Incorporation or any amendments hereto, without the consent of any Class A Member or Institutional Mortgagee. Thereafter, the Board of Directors, by the affirmative vote of the majority of Directors, shall have the right to amend or repeal any of the provisions contained in these Articles or any amendments hereto. Provided, however, that any such amendment shall require the assent of Class B Member until Turnover, or the assent of a majority of the Class A Members after Turnover; and provided, further, that no amendment shall conflict with any provisions of the Declaration. Any amendments to these Articles which are required by Institutional Mortgagees in order to obtain financing for the purchase of Lots, or which are required by governmental entities in order to obtain permits, to develop the Marsh Landing At Sawgrass community, or to comply with governmental requirements, may be made by the Class B Member without the consent of any other

Member or mortgagee, until Turnover. Any amendments to these Articles which impair the rights, priorities, remedies or interest of any Institutional Mortgagee shall require the consent of such Institutional Mortgagee, as set forth in the Declaration. Any amendments to these Articles which affect the rights of the St. Johns River Water Management District shall be subject to the approval of the St. Johns River Water Management District. Amendments to these Articles need only be filed with the Secretary of State and do not need to be recorded in the public records of the County.

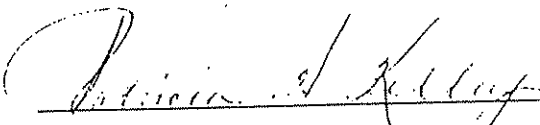
ARTICLE XIV - INDEMNIFICATION

No Director, officer, employee, or member of any committee of the Association shall be personally liable to any Member of the Association, or to any other party, including the Association, for any damage, loss, or prejudice suffered to claimed on account of any act, omission, error, or negligence of such person or group, provided that such person or group has, upon the basis of such information as may be possessed by him, her, or it, acted in good faith, without willful or intentional misconduct.

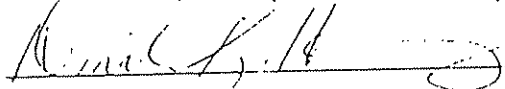
Every Director, officer, employee, agent, or former Director of the Association shall be indemnified by the Association to the extent permitted by law. Such indemnification shall include, but not be limited to, the expenses, including the cost of any judgments, fines, settlements and counsel's fees, actually and necessarily paid or incurred in connection with any action, suit or proceeding, whether civil, criminal, administrative or investigative, and any appeals thereof, to which any such person or his legal representative may be made a party or may be threatened to be made a party by reason of his being or having been a Director, officer, employee or agent, as herein provided. The foregoing right of indemnification shall only apply if the Board of Directors approves such indemnification as being in the best interest of the Corporation, and shall not be inclusive of any other rights to which any such person may be entitled as a matter of law or which such person may be lawfully granted. It shall be the obligation of the Association to obtain and keep in force a policy of officers' and directors' liability insurance.

IN WITNESS WHEREOF, for the purpose of forming this Association under the laws of the State of Florida, the undersigned has executed these Articles of Incorporation this 6 day of January, 1997.

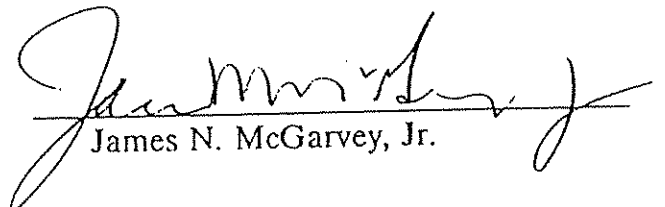
Signed, sealed and delivered
in the presence of:



Print Name: Patricia H. Kelley



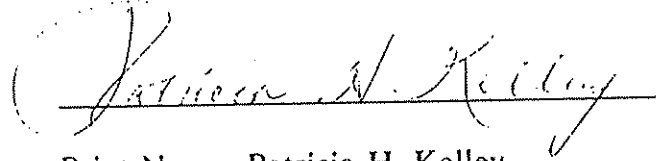
Print Name: Donald L. Murray



James N. McGarvey, Jr.

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 17 day of January, 1997, by James N. McGarvey, Jr., who is personally known to me or who produced _____ as identification.



Print Name: Patricia H. Kelley
Notary Public, State of
My Commission Expires:
Commission Number:



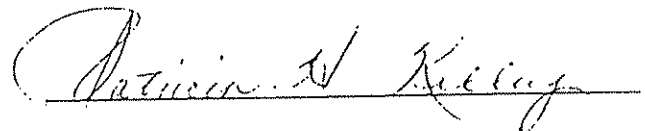
PATRICIA H. KELLEY
MY COMMISSION # CC375258 EXPIRES
May 21, 1998
BONDED THRU TROY FAIR INSURANCE, INC.

CERTIFICATE OF DESIGNATION OF PLACE OF BUSINESS
OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN FLORIDA
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

FILED
97 JAN -9 AM 11: 15
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with Section 48.091, Florida Statutes, the following is submitted:

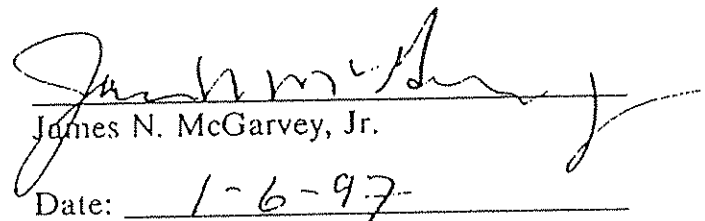
CLEARLAKE AT MARSH LANDING HOMEOWNERS ASSOCIATION, INC., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business in the City of Jacksonville Beach, Duval County, State of Florida, has named James N. McGarvey, Jr., whose address is 2453 So. Third Street, Jacksonville Beach, FL 32250, as its agent to accept service of process within Florida.



Name: Patricia H. Kelley
Secretary

Date: 1-6-97

Having been named to accept service of process for the above stated corporation, at the place designated in the certificate, I agree to act in this capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.



James N. McGarvey, Jr.
Date: 1-6-97

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JNR

Prepared by and Returned to:
James N. McGarvey, Jr.
2453 So. Third Street
Jacksonville Beach, FL 32250

Public Records of
St. Johns County, FL
Clerk# 01-016483
O.R. 1587 PG 453
12:21PM 04/12/2001
REC \$109.00 SUR \$14.00

**SUPPLEMENTARY DECLARATION OF
COVENANTS, RESTRICTIONS, CONDITIONS, AND
EASEMENTS AND NOTICE OF ASSESSMENTS FOR
CLEARLAKE AT MARSH LANDING
HOMEOWNERS ASSOCIATION, INC.**

This Supplementary Declaration of Covenants, Restrictions, Conditions, and Easements And Notice of Assessments for Clearlake at Marsh Landing Homeowners Association, Inc. (the "Supplementary Declaration") is made this 10 day of January, 2001, by ClearLake Developers, Ltd., a Florida limited partnership, whose address is 2453 South 3rd Street, Jacksonville Beach, Florida 32250.

RECITALS:

- A. ClearLake Developers, Ltd. (the "Developer") is the Developer of certain real property located in St. Johns County, Florida, known as ClearLake at Marsh Landing subdivision (the "Subdivision") and consisting of three (3) phases;
- B. By Declaration of Covenants, Restrictions, Conditions, and Easements and Notice of Assessments For ClearLake at Marsh Landing Homeowners Association, Inc., and , dated January 14, 1997, and recorded in Official Records Book 1217, Page 1688 of the Public Records of St. Johns County, Florida (the "Declaration"), the Developer submitted certain real property (the "Property") within the Clearlake at Marsh Landing to the terms, provisions, restrictions, easements, covenants and conditions of the Declaration, for the benefit of all owners of the Property and for the purpose of maintaining the Property, assuring high quality standards for the enjoyment of the Property and preserving the value and desirability of the Property;
- C. Pursuant to the terms of Article XIV of the Declaration, the Developer reserved the right to extend the provisions of the Declaration to the "Additional Property" (as defined in the Declaration) by recording a supplementary declaration in the public records of St. Johns County, Florida;
- D. The Developer has platted the real property described in Clearlake at Marsh Landing, Unit Two, in the plat thereof recorded in Map Book 34, Pages 40 through 44 of the Public Records of St. Johns County, Florida ("Unit Two");
- E. Unit Two is within the "Additional Property" as described in the Declaration.
- F. Those persons listed on the Joinder and Consents attached hereto either own Lots or hold mortgages on Lots in Unit Two and wish to consent and join this Supplementary Declaration for the purposes of subjecting their Lots to the Declaration.

G. The Developer desires to subject Unit Two to the terms, conditions and provisions of the Declaration.

NOW, THEREFORE, the Developer hereby declares as follows:

**ARTICLE I
EXTENSION AND INCORPORATION OF THE DECLARATION**

The Developer hereby extends the lien, operation and effect of the Declaration to Unit Two with the effect that hereafter Unit Two shall be held, transferred, sold, conveyed, mortgaged and occupied subject to the terms, provisions, covenants, restrictions, conditions, easements, charges, liens and all other matters set forth in the Declaration, which by this reference is fully incorporated herein.

**ARTICLE II
INTERPRETATION AND DEFINITIONS**

In the event of a conflict between the Declaration and this Supplementary Declaration, this Supplementary Declaration shall control and supersede. Reference shall be made to the terms and provisions of the Declaration where necessary to interpret, construe and clarify the provisions of this Supplementary Declaration. Except as otherwise defined herein, all capitalized words defined in the Declaration shall have the same meanings in this Supplementary Declaration.

**ARTICLE III
JURISDICTIONAL WETLANDS PROPERTY**

Certain parts of Unit Two as shown on the Plat are designated as "wetlands property" as defined by the rules and regulations of the Florida Department of Environmental Protection ("DEP") and the United States Army Corps of Engineers ("Corps"). Nothing shall be constructed upon and no activity of any sort shall be conducted within such "wetlands property," nor shall any soil, vegetation or other materials be interfered with, removed or otherwise disturbed in any manner, unless permitted in writing in advance by the ARB, the DEP, the Corps and the St. Johns River Water Management District, as and if applicable.

**ARTICLE IV
MISCELLANEOUS PROVISIONS**

4.1 Effect. The terms, provision and conditions of the Declaration are incorporated by reference herein and made applicable to all Owners within Unit Two. The provisions of the Declaration, as hereby supplemented, shall run with title to Unit Two, and shall be binding upon all parties having any right, title, or interest in or to all or any portion thereof, their respective heirs, personal representatives, successors, and assigns, and shall be enforceable by and inure to the benefit of the Developer, the Association and each Owner, as applicable. The grantee of any deed conveying any Lot within Unit Two shall be deemed, by the acceptance of such deed, to have agreed to observe, comply with and be bound by the provisions of the Declaration, as supplemented hereby.

4.2 Operation. This instrument will take effect upon its recordation in the Public Records of St. Johns County, Florida. From and after such date, Developer intends that all references to the Declaration or any supplementary declaration now or hereafter made in any other document recorded in the Public Records of St. Johns County, Florida, or elsewhere, shall refer to the Declaration including this Supplementary Declaration unless expressly provided otherwise.

4.3 Limitation. Except as supplemented hereby, the Declaration has not been otherwise amended and remains in full force and effect.

IN WITNESS THEREOF, Developer has caused this Supplementary Declaration of Covenants, Restrictions, Conditions, and Easements and Notice of Assessments for Clearlake at Marsh Landing Homeowners Association, Inc. to be executed by and through its authorized officer who is hereunto duly authorized, as of the day and year first above set forth.

CLEARLAKE DEVELOPERS, LTD., a Florida limited partnership, by its General Partner:

J.N.M. Clearlake, Inc., a Florida Corporation,

By: [Signature]
Name: James N. McGarvey, Jr.
Title: President
Address: 2453 South 3rd Street
Jacksonville Beach, FL 32250

[Signature]
Print Name: Albert D. Enright, III

[Signature]
Print Name: Patricia H. Kelley

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 10 day of January, 2001 by James N. McGarvey, the President of J.N.M. Clearlake, Inc., a Florida corporation, general partner of Clearlake Developers, Ltd., a Florida limited partnership, on behalf of the corporation and the limited partnership. He is personally known to me or has produced _____ as identification.

Notary Name: Patricia H. Kelley
My Commission #: CC122880
Commission expires: 5-21-02
(NOTARY SEAL)



Patricia H. Kelley
MY COMMISSION # CC722880 EXPIRES
May 21, 2002
BONDED THRU TROY FAIR INSURANCE, INC.

JOINDER AND CONSENT DR1587PG0456

The undersigned, the owner of a Lot in Unit Two, hereby consents and joins in the foregoing Supplementary Declaration and agrees that their Lot is and shall be subject to the Declaration of Covenants, Restrictions, Conditions, and Easements and Notice of Assessments for Clearlake at Marsh Landing Homeowners Association, Inc., dated January 14, 1997, and recorded in Official Records Book 1217, page 1688 of the public records of St. Johns County, Florida, as supplemented by the foregoing Supplementary Declaration.

WITNESS

LOT # 33

Alyce R. Butts
Print Name: Alyce R. Butts

Jim Jones III
Print Name: Jim Jones III

Alyce R. Butts
Print Name: Alyce R. Butts

Gloria J. Jones
Print Name: Gloria J. Jones

STATE OF FLORIDA

COUNTY OF DUNAL

The foregoing instrument was acknowledged before me this 10 day of march, 2001, by Jim + Gloria Jones. They are personally known to me ✓ or have produced as identification.

Notary Name: Tracy L. Ehrenberg
My Commission #: CC847599
Commission expires: 6-20-03
(NOTARY SEAL)



Tracy L. Ehrenberg
MY COMMISSION # CC847599 EXPIRES
June 20, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

JOINDER AND CONSENT

The undersigned, the owner of a Lot in Unit Two, hereby consents and joins in the foregoing Supplementary Declaration and agrees that their Lot is and shall be subject to the Declaration of Covenants, Restrictions, Conditions, and Easements and Notice of Assessments for Clearlake at Marsh Landing Homeowners Association, Inc., dated January 14, 1997, and recorded in Official Records Book 1217, page 1688 of the public records of St. Johns County, Florida, as supplemented by the foregoing Supplementary Declaration.

WITNESS

LOT # 34

Patricia H. Kelley
Print Name: Patricia H. Kelley

JOSEPH F. VELLA
Print Name: _____

Dinah K. Herring
Print Name: Dinah K. Herring

[Signature]
Print Name: ORA L. VELLA

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 5 day of March, 2001, by Joseph & Ora Vella. They are personally known to me _____ or have produced as identification.

Notary Name: Patricia H. Kelley
My Commission #: CC 722880
Commission expires: 5-21-02
(NOTARY SEAL)



Patricia H. Kelley
MY COMMISSION # CC722880 EXPIRES
May 21, 2002
BONDED THRU TROY FAIN INSURANCE, INC

JOINDER AND CONSENT

The undersigned, the owner of a Lot in Unit Two, hereby consents and joins in the foregoing Supplementary Declaration and agrees that their Lot is and shall be subject to the Declaration of Covenants, Restrictions, Conditions, and Easements and Notice of Assessments for Clearlake at Marsh Landing Homeowners Association, Inc., dated January 14, 1997, and recorded in Official Records Book 1217, page 1688 of the public records of St. Johns County, Florida, as supplemented by the foregoing Supplementary Declaration.

WITNESS

LOT # 35

Mary K Yackel
Print Name: MARY K YACKEL

James Watson, Pres.
Print Name: JAMES WATSON
WATSON HOME BROS.

Alan B Almand
Print Name: ALAN B. ALMAND

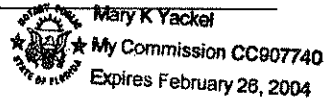
Print Name: _____

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 31 day of January, 2001, by _____ . They are personally known to me _____ or have produced as identification.

Notary Name: Mary K Yackel
My Commission #: _____
Commission expires: _____
(NOTARY SEAL)



JOINDER AND CONSENT

The undersigned, the owner of a Lot in Unit Two, hereby consents and joins in the foregoing Supplementary Declaration and agrees that their Lot is and shall be subject to the Declaration of Covenants, Restrictions, Conditions, and Easements and Notice of Assessments for Clearlake at Marsh Landing Homeowners Association, Inc., dated January 14, 1997, and recorded in Official Records Book 1217, page 1688 of the public records of St. Johns County, Florida, as supplemented by the foregoing Supplementary Declaration.

WITNESS

LOT # 36

Patricia H. Kelley
Print Name: Patricia H. Kelley

David R. Smith
Print Name: David R. Smith

Dinah K. Herring
Print Name: Dinah K. Herring

Elisa M. Smith
Print Name: Elisa M. Smith

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 29 day of January, 2001, by David & Lisa Smith. They are personally known to me _____ or have produced as identification.

Notary Name: Patricia H. Kelley
My Commission #: CC 722880
Commission expires: 5-21-02
(NOTARY SEAL)



Patricia H. Kelley
MY COMMISSION # CC722880 EXPIRES
May 21, 2002
BONDED THRU TROY FAIN INSURANCE, INC.

JOINDER AND CONSENT

DR1587P60461

The undersigned, the owner of a Lot in Unit Two, hereby consents and joins in the foregoing Supplementary Declaration and agrees that their Lot is and shall be subject to the Declaration of Covenants, Restrictions, Conditions, and Easements and Notice of Assessments for Clearlake at Marsh Landing Homeowners Association, Inc., dated January 14, 1997, and recorded in Official Records Book 1217, page 1688 of the public records of St. Johns County, Florida, as supplemented by the foregoing Supplementary Declaration.

WITNESS

Dinah K. Herring
Print Name: Dinah K. Herring

LOT # 38
James N. McGarvey Jr.
Print Name: JAMES N. MCGARVEY JR.

Patricia H. Kelley
Print Name: Patricia H. Kelley

Print Name: _____

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 6 day of March, 2001, by _____ They are personally known to me _____ or have produced as identification.

Notary Name: Patricia H. Kelley
My Commission #: CC 722880
Commission expires: 5-21-02
(NOTARY SEAL)



Patricia H. Kelley
MY COMMISSION # CC722880 EXPIRES
May 21, 2002
BONDED THRU TROY FAIN INSURANCE, INC.

JOINDER AND CONSENT

OR1587PG0462

The undersigned, the owner of a Lot in Unit Two, hereby consents and joins in the foregoing Supplementary Declaration and agrees that their Lot is and shall be subject to the Declaration of Covenants, Restrictions, Conditions, and Easements and Notice of Assessments for Clearlake at Marsh Landing Homeowners Association, Inc., dated January 14, 1997, and recorded in Official Records Book 1217, page 1688 of the public records of St. Johns County, Florida, as supplemented by the foregoing Supplementary Declaration.

WITNESS

LOT # 39

[Signature]
Print Name: JOHN MONTGOMERY

P. Paly
Print Name: PAVEL Paly

[Signature]
Print Name: Richard Lyon

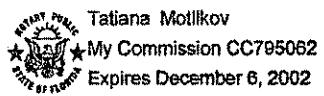
Zoya Paly ZOYA Paly
Print Name: _____

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this _____ day of January, 2001, by PAVEL & Zoya Paly. They are personally known to me or have produced as identification _____

Notary Name: Tatiana Motlikov
My Commission #: CC 195062
Commission expires: Dec 6, 2002
(NOTARY SEAL)



OR1587PG0463


JOINDER AND CONSENT

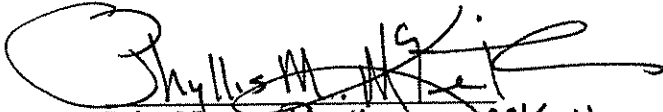
The undersigned, the owner of a Lot in Unit Two, hereby consents and joins in the foregoing Supplementary Declaration and agrees that their Lot is and shall be subject to the Declaration of Covenants, Restrictions, Conditions, and Easements and Notice of Assessments for Clearlake at Marsh Landing Homeowners Association, Inc., dated January 14, 1997, and recorded in Official Records Book 1217, page 1688 of the public records of St. Johns County, Florida, as supplemented by the foregoing Supplementary Declaration.


WITNESS

LOT # 40


Print Name: Christine Cahill


Print Name: WILLIAM N. STEITZ


Print Name: Phyllis M. McKethan


Print Name: PAMELA M. STEITZ

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 24th day of January, 2001, by WILLIAM & PAMELA STEITZ They are personally known to me X or have produced as identification.



Rachel V. Mitchell
Commission # CC 925887
Expires April 6, 2004
Bonded Thru
Atlantic Bonding Co., Inc.


Notary Name: Rachel Mitchell
My Commission #: CC925887
Commission expires: 4/6/04
(NOTARY SEAL)


0R1587P60464

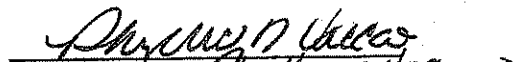
JOINDER AND CONSENT

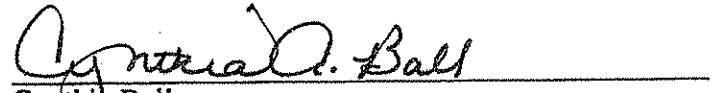
The undersigned, the owner of a Lot in Unit Two, hereby consents and joins in the foregoing Supplementary Declaration and agree that their Lot is and shall be subject to the Declaration of Covenants, Restrictions, Conditions, and Easements and Notice of Assessments for Clearlake at Marsh Landing Homeowners Association, Inc.

Lot #42


Print Name: R.R. Crabtree


David Ball

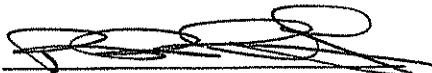

Print Name: Phyllis D. Daccard

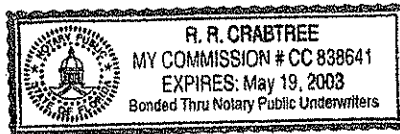

Cynthia Ball

STATE OF FLORIDA

COUNTY OF ST. Johns

The foregoing instrument was acknowledged before me this 12th day of January, 2001, by David and Cynthia Ball. They are personally known to me _____ or have produced as identification.

Notary Name: 
My Commission #: _____
Commission expires: _____
(NOTARY SEAL)



JOINDER AND CONSENT

OR1587P60465

The undersigned, the owner of a Lot in Unit Two, hereby consents and joins in the foregoing Supplementary Declaration and agrees that their Lot is and shall be subject to the Declaration of Covenants, Restrictions, Conditions, and Easements and Notice of Assessments for Clearlake at Marsh Landing Homeowners Association, Inc., dated January 14, 1997, and recorded in Official Records Book 1217, page 1688 of the public records of St. Johns County, Florida, as supplemented by the foregoing Supplementary Declaration.

WITNESS

LOT # 43

Patricia H. Kelley
Print Name: Patricia H. Kelley

Adriene B. Bailey
Print Name: Adriene B. Bailey

Dinah R. Ferring
Print Name: Dinah R. Ferring

Print Name: _____

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 5th day of ^{MARCH} ~~January~~, 2001, by ADRIENE B. BAILEY. They are personally known to me _____ or have produced _____ as identification.

Nancy Lynn Bernard
Notary Name: Nancy Lynn Bernard
My Commission #: CC670707
Commission expires: 9/26/01
(NOTARY SEAL)



Nancy Lynn Bernard
MY COMMISSION # CC670707 EXPIRES
September 26, 2001
BONDED THRU TROY FAIN INSURANCE, INC.

JOINDER AND CONSENT 0R1587PG0466

The undersigned, the owner of a Lot in Unit Two, hereby consents and joins in the foregoing Supplementary Declaration and agrees that their Lot is and shall be subject to the Declaration of Covenants, Restrictions, Conditions, and Easements and Notice of Assessments for Clearlake at Marsh Landing Homeowners Association, Inc., dated January 14, 1997, and recorded in Official Records Book 1217, page 1688 of the public records of St. Johns County, Florida, as supplemented by the foregoing Supplementary Declaration.

WITNESS

LOT # 44

Patricia H. Kelley
Print Name: Patricia H. Kelley

Paul R. Young
Print Name: Paul R. Young

Dwight K. Young
Print Name: Dwight K. Young

Print Name: _____

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 10 day of March February, 2001, by Paul R. Young. They are personally known to me _____ or have produced as identification.

Notary Name: Patricia H. Kelley
My Commission #: CC 722880
Commission expires: 5-21-02
(NOTARY SEAL)



Patricia H. Kelley
MY COMMISSION # CC722880 EXPIRES
May 21, 2002
BONDED THRU TROY FAIN INSURANCE, INC.

JOINDER AND CONSENT DR1587PG0467

The undersigned, the owner of a Lot in Unit Two, hereby consents and joins in the foregoing Supplementary Declaration and agrees that their Lot is and shall be subject to the Declaration of Covenants, Restrictions, Conditions, and Easements and Notice of Assessments for Clearlake at Marsh Landing Homeowners Association, Inc., dated January 14, 1997, and recorded in Official Records Book 1217, page 1688 of the public records of St. Johns County, Florida, as supplemented by the foregoing Supplementary Declaration.

WITNESS

LOT # ~~41~~ 42 45

Patricia H. Kelley
Print Name: Patricia H. Kelley

John Kenny
Print Name: JOHN KENNY

Jeanette Luther
Print Name: Jeanette Luther

Print Name: _____

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 7 day of ^{Feb} ~~January~~, 2001, by John Kenny. They are personally known to me _____ or have produced as identification.

Notary Name: *Patricia H. Kelley*
My Commission #: CC 722880
Commission expires: 5-21-02
(NOTARY SEAL)



Patricia H. Kelley
MY COMMISSION # CC722880 EXPIRES
May 21, 2002
BONDED THRU TROY FAIN INSURANCE, INC.

JOINDER AND CONSENT

0R1587PG0468

The undersigned, the owner of a Lot in Unit Two, hereby consents and joins in the foregoing Supplementary Declaration and agrees that their Lot is and shall be subject to the Declaration of Covenants, Restrictions, Conditions, and Easements and Notice of Assessments for Clearlake at Marsh Landing Homeowners Association, Inc., dated January 14, 1997, and recorded in Official Records Book 1217, page 1688 of the public records of St. Johns County, Florida, as supplemented by the foregoing Supplementary Declaration.

WITNESS

LOT # 46

Patricia H. Kelley
Print Name: Patricia H. Kelley

John J. Childs
Print Name: John J. Childs

Dinah K. Healy
Print Name: Dinah K. Healy

Michelle M. Childs
Print Name: MICHELLE M. CHILDS

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 14 day of March, 2001, by _____ . They are personally known to me _____ or have produced as identification.

Notary Name: Patricia H. Kelley
My Commission #: CC 722880
Commission expires: 5-21-02
(NOTARY SEAL)



Patricia H. Kelley
MY COMMISSION # CC722880 EXPIRES
May 21, 2002
BONDED THRU TROY FAIN INSURANCE, INC.

JOINDER AND CONSENT

0R1587PG0469

The undersigned, the owner of a Lot in Unit Two, hereby consents and joins in the foregoing Supplementary Declaration and agrees that their Lot is and shall be subject to the Declaration of Covenants, Restrictions, Conditions, and Easements and Notice of Assessments for Clearlake at Marsh Landing Homeowners Association, Inc., dated January 14, 1997, and recorded in Official Records Book 1217, page 1688 of the public records of St. Johns County, Florida, as supplemented by the foregoing Supplementary Declaration.

WITNESS

LOT # 47

Patricia H. Kelley
Print Name: Patricia H. Kelley

John E. Carey
Print Name: John E. Carey

Jeanette Luther
Print Name: Jeanette Luther

Daidre Carey
Print Name: Daidre Carey

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me this 16 day of March, 2001, by John E + Daidre Carey They are personally known to me or have produced as identification.

Notary Name: Patricia H. Kelley
My Commission #: CC 722880
Commission expires: 5-21-02
(NOTARY SEAL)



Patricia H. Kelley
MY COMMISSION # CC722880 EXPIRES
May 21, 2002
BONDED THRU TROY FAIN INSURANCE, INC

JOINDER AND CONSENT OR1587PG047018

The undersigned, the holder of a mortgage on a Lot in Unit Two, hereby consents and joins in the foregoing Supplementary Declaration and agrees that their Lot is and shall be subject to the Declaration of Covenants, Restrictions, Conditions, and Easements and Notice of Assessments For Clearlake at Marsh Landing Homeowners Association, Inc., dated January 14, 1997, and recorded in Official Records Book 1217, page 1688 of the public records of St. Johns County, Florida, as supplemented by the foregoing Supplementary Declaration.

Lot # 48

Lender: BISBEE-BALDWIN

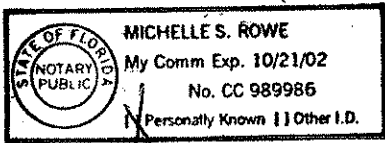
[Signature]
Print Name: L. Gonzalez
[Signature]
Print Name: Kynthia A. Elkins

[Signature]
Name: SCOTT A. WORTHLEY
Title: OWNER/PRESIDENT
Dated: 2/6/01

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 14 day of Feb, 2001, by Scott A. Worthley of Island Style Custom Bldgs, Inc., a national banking association on behalf of the corporation. They are personally known to me or have produced _____

Notary Name: Michelle S. Rowe
My Commission #: _____
Commission expires: _____
(NOTARY SEAL)



JOINDER AND CONSENT

OR1587P60472

The undersigned, the owner of a Lot in Unit Two, hereby consents and joins in the foregoing Supplementary Declaration and agrees that their Lot is and shall be subject to the Declaration of Covenants, Restrictions, Conditions, and Easements and Notice of Assessments for Clearlake at Marsh Landing Homeowners Association, Inc., dated January 14, 1997, and recorded in Official Records Book 1217, page 1688 of the public records of St. Johns County, Florida, as supplemented by the foregoing Supplementary Declaration.

WITNESS

[Signature]
Print Name: Dianna Otani

[Signature]
Print Name: ERIC P. CAVIN

LOT # 50

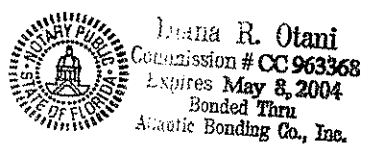
[Signature]
Print Name: Berry L. Schneider Sr.

Print Name: _____

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 31st day of January, 2001, by _____ They are personally known to me _____ or have produced as identification. _____

Notary Name: Dianna Otani *[Signature]*
My Commission #: 8CC 963368
Commission expires: 5/4/04
(NOTARY SEAL)



JOINDER AND CONSENT

OR1587PG0473

The undersigned, the holder of a mortgage on Lot 40, 34, and 36 in Clearlake at Marsh Landing Unit Two, hereby consents and joins in the foregoing Supplementary Declaration and agrees that their Lot is and shall be subject to the Declaration of Covenants, Restrictions, Conditions, and Easements and Notice of Assessments For Clearlake at Marsh Landing Homeowners Association, Inc., dated January 14, 1997, and recorded in Official Records Book 1217, page 1688 of the public records of St. Johns County, Florida, as supplemented by the foregoing Supplementary Declaration.

Lender: SunTrust Bank

Tammy Ward
Print Name: Tammy Ward
Stephanie Boykins
Print Name: Stephanie Boykins

Name: Teresa M. Hale
Title: _____
Dated: Teresa M. Hale, Vice President
FEB 20, 2001

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 20 day of February, 2001, by TERESA HALE of SUNTRUST BANK, a national banking association on behalf of the corporation. They are personally known to me or have produced _____ as identification.

Notary Name: Tammy Ward
My Commission #: _____
Commission expires: _____
(NOTARY SEAL)



Tammy S. Ward
MY COMMISSION # CC981283 EXPIRES
November 12, 2004
BONDED THRU TROY FAH INSURANCE, INC.

0R1587PG0474

JOINDER AND CONSENT

The undersigned, the holder of a mortgage on Lot 37 and 50 in Clearlake at Marsh Landing Unit Two, hereby consents and joins in the foregoing Supplementary Declaration and agrees that their Lot is and shall be subject to the Declaration of Covenants, Restrictions, Conditions, and Easements and Notice of Assessments For Clearlake at Marsh Landing Homeowners Association, Inc., dated January 14, 1997, and recorded in Official Records Book 1217, page 1688 of the public records of St. Johns County, Florida, as supplemented by the foregoing Supplementary Declaration.

Tucker Federal Bank dba
Fairfield Mortgage

[Signature]
Print Name: Jim Little

[Signature]
Print Name: Kim Steeg

[Signature]
Name: STEPHEN C MEADOWS
Title: VICE PRESIDENT
Dated: February 21, 2001

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 21st day of February, 2001, by Stephen C Meadows of Tucker Federal Bank, a national banking association on behalf of the corporation. They are personally known to me X or have produced _____ as identification.

Notary Name: [Signature]
My Commission #: Kim M Steeg
Commission expires: 3-1-2003
(NOTARY SEAL)

OFFICIAL SEAL
KIM M. STEEG
Notary Public - State of Florida
Commission # CC922336
My Comm. Expires March 1, 2003

JOINDER AND CONSENT OR1587PG0475

The undersigned, the holder of a mortgage on a Lot in Unit Two, hereby consents and joins in the foregoing Supplementary Declaration and agrees that their Lot is and shall be subject to the Declaration of Covenants, Restrictions, Conditions, and Easements and Notice of Assessments For Clearlake at Marsh Landing Homeowners Association, Inc., dated January 14, 1997, and recorded in Official Records Book 1217, page 1688 of the public records of St. Johns County, Florida, as supplemented by the foregoing Supplementary Declaration.


Lender: Doris J. Almand
Linda A. Davis
Todd F. Davis
Name: _____
Title: _____
Dated: _____

Mary K Yackel
Print Name: Mary K Yackel
Alan B Almand
Print Name: ALAN B. ALMAND

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 31st day of January, 2001, by Doris J. Almand, Linda A. Davis and, a national banking association on behalf of the corporation. They are personally known to me Todd F. Davis or have produced _____

Notary Name: Mary K Yackel
My Commission #: _____
Commission expires: _____
(NOTARY SEAL)

 Mary K Yackel
My Commission CC907740
Expires February 26, 2004

JOINDER AND CONSENT

0R1587P60476

The undersigned, the holder of a mortgage on a Lot in Unit Two, hereby consents and joins in the foregoing Supplementary Declaration and agree that their Lot is and shall be subject to the Declaration of Covenants, Restrictions, Conditions, and Easements and Notice of Assessments For Clearlake at Marsh Landing Homeowners Association, Inc.

FIRST ALLIANCE BANK

Lisa R. Gilliam
Print Name: Lisa R. Gilliam

Patricia A. Mitchell
Print Name: Patricia A. Mitchell

Jeffrey C. Lowry
Name: Jeffrey C. Lowry
Title: Senior Vice President
Dated: February 2, 2001

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 2nd day of February, 2001, by Jeffrey C. Lowry, Sr/ Vice President of First Alliance Bank, a federal savings Bank on behalf of the corporation. They are personally known to me or have produced _____ as identification.

Notary Name: Lisa R. Gilliam
My Commission #: CC 826698
Commission expires: 4-14-03
(NOTARY SEAL)




JOINDER AND CONSENT


OR1587P60477

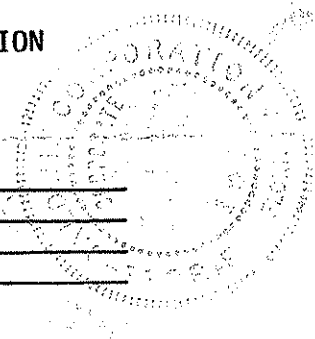
The undersigned, the holder of a mortgage on Lot 48 in Clearlake at Marsh Landing Unit Two, hereby consents and joins in the foregoing Supplementary Declaration and agrees that their Lot is and shall be subject to the Declaration of Covenants, Restrictions, Conditions, and Easements and Notice of Assessments For Clearlake at Marsh Landing Homeowners Association, Inc., dated January 14, 1997, and recorded in Official Records Book 1217, page 1688 of the public records of St. Johns County, Florida, as supplemented by the foregoing Supplementary Declaration.

BISBEE-BALDWIN CORPORATION


Print Name: Melissa R. O'Kelley



Print Name: David Markert


Name: Jon M. Warren
Title: Vice President
Dated: February 6, 2001



STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 6th day of February, 2001, by Jon M. Warren, Vice President of Bisbee-Baldwin Corp., a Florida Corporation on behalf of the corporation. They are personally known to me or have produced n/a as identification.

Notary Name: 
My Commission #: _____
Commission expires: _____
(NOTARY SEAL)

NOTARY PUBLIC STATE OF FLORIDA
BARBARA L. SEROKEE
COMMISSION # CC624184
EXPIRES 3-22-2001
BONDED THRU ASA 1-888-NOTARY1

JOINDER AND CONSENT

OR1587PG0478

The undersigned, the holder of a mortgage on Lots 39, 41, 42, 45, and 49 in Clearlake at Marsh Landing Unit Two, hereby consents and joins in the foregoing Supplementary Declaration and agrees that their Lot is and shall be subject to the Declaration of Covenants, Restrictions, Conditions, and Easements and Notice of Assessments For Clearlake at Marsh Landing Homeowners Association, Inc., dated January 14, 1997, and recorded in Official Records Book 1217, page 1688 of the public records of St. Johns County, Florida, as supplemented by the foregoing Supplementary Declaration.

Peoples First Community Bank

Patricia H. Kelley
Print Name: Patricia H. Kelley

Jeanette L. Luthier
Print Name: Jeanette Luthier

Roger L. Sutton
Name: Roger L. Sutton
Title: Senior Vice President
Dated: 2/20/01

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 20th day of February 2001, by Roger L. Sutton of Peoples First, a national banking association on behalf of the corporation. They are personally known to me or have produced _____ as identification.

Notary Name: Patricia H. Kelley
My Commission #: CC 722880
Commission expires: 5-21-02
(NOTARY SEAL)



Patricia H. Kelley
MY COMMISSION # CC722880 EXPIRES
May 21, 2002
BONDED THRU TROY FAIN INSURANCE, INC.

JOINDER AND CONSENT

OR1587PG0479

The undersigned, the holder of a mortgage on Lot 47 in Clearlake at Marsh Landing Unit Two, hereby consents and joins in the foregoing Supplementary Declaration and agrees that their Lot is and shall be subject to the Declaration of Covenants, Restrictions, Conditions, and Easements and Notice of Assessments For Clearlake at Marsh Landing Homeowners Association, Inc., dated January 14, 1997, and recorded in Official Records Book 1217, page 1688 of the public records of St. Johns County, Florida, as supplemented by the foregoing Supplementary Declaration.

Lender: Bank of America

Mary B. Binkley
Print Name: Mary Binkley

Thomas E. Lemmon
Name: THOMAS E. LEMMON
Title: V.P.
Dated: 3/20/01

Dee Anne Wheeler
Print Name: Dee Anne Wheeler

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 20 day of March, 2001, by Thomas E. Lemmon of _____, a national banking association on behalf of the corporation. They are personally known to me or have produced _____ as identification.

Notary Name: Delia A. Wheeler
My Commission #: CC 948232
Commission expires: June 25, 2004
(NOTARY SEAL)

