

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

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

This Second 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 31 day of January, 2001, by ClearLake Developers, Ltd., a Florida limited partnership, whose address is 2453 South 3<sup>rd</sup> 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 Three, in the plat thereof recorded in Map Book 40, Pages 17 through 18 of the Public Records of St. Johns County, Florida ("Unit Three");
- E. Unit Three is within the "Additional Property" as described in the Declaration.
- F. Those persons listed on the Consents and Joinders attached hereto either own Lots or hold mortgages on Lots in Unit Three 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 Three 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 Declaration to Unit Three with the effect that hereafter Unit Three 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 are 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 Three 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 ("Corp"). 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 Three. The provisions of the Declaration, as hereby supplemented, shall run with title to Unit Three, 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 Three 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.

ARTICLE V

All conditions of Article V, ARCHITECTURAL CONTROL AND ARCHITECTURAL REVIEW BOARD, of the originally recorded DECLARATION OF COVENANTS, RESTRICTIONS, CONDITIONS, AND EASEMENTS AND NOTICE OF ASSESSMENTS FOR CLEARLAKE AT MARSH LANDING HOMEOWNERS ASSOCIATION, INC., referenced in RECITALS, Paragraph B above remain unchanged except that the following setback restrictions are established with respect to the construction of the livable enclosed, heated floor area of the dwelling unit to be located on Lot 1 of this Unit III:

The set backs from Clearlake Drive and Keelers Court shall be 20 feet. A variance of 2.5 feet is granted for that portion of the garage lying along Keelers Court right-of-way. Rear set back shall be 15 feet from retaining wall. An uncovered pool may be located within 10 feet and related decking may be located 5 feet from retaining wall.

IN WITNESS THEREOF, Developer has caused this Second 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: James N. McGarvey, Jr.  
Name: James N. McGarvey, Jr.  
Title: President  
Address: 2453 South 3<sup>rd</sup> Street  
Jacksonville Beach, FL 32250

Patricia H. Kelley  
Print Name: Patricia H. Kelley  
Dennis R. Herring  
Print Name: Dennis R. Herring

STATE OF FLORIDA  
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 31 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/she is personally known to me or has 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.