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St. Johns County, FL
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Prepared by and return to:
Melissa S. Turra, Esquire
Holland & Knight LLP
50 N. Laura Street, Suite 3900
Jacksonville, Florida 32202

**SUPPLEMENTAL DECLARATION
TO THE AMENDED AND RESTATED DECLARATION
OF COMMUNITY COVENANTS
FOR MARSH LANDING AT SAWGRASS**

(Found Forest at Marsh Landing)

THIS SUPPLEMENTAL DECLARATION is made this 22nd day of July, 2003 by and between **PS PARTNERSHIP**, a Florida general partnership ("PSP"), **M.L. PARTNERSHIP L.L.P.**, a Florida limited liability partnership, formerly M.L. Partnership, a Florida general partnership ("Partnership") and **FLETCHER REALTY III, INC.**, a Florida corporation ("Fletcher III"). Partnership and Fletcher III are collectively referred to collectively as the "Developers."

RECITALS

A. The Developers have developed a planned residential community located in St. Johns County, Florida, commonly referred to as "Marsh Landing at Sawgrass."

B. The real property located within Marsh Landing at Sawgrass is subject to all of the terms and conditions set forth in the Amended and Restated Declaration of Community Covenants for Marsh Landing at Sawgrass, dated September 12, 2002 and recorded at Official Records Book 10693, page 2040 of the public records of St. Johns County, Florida, as amended and supplemented from time to time (the "Declaration").

C. Pursuant to Article IX, Section 9.1 of the Declaration, the Developers have the right to annex certain Additional Property more fully described in Article IX, Section 9.1 and in Exhibit C to the Declaration to the

terms and conditions of the Declaration. Section 9.1 further provides that no consent of any other party shall be required to permit the Developers or an entity affiliated with the Developers to subject any portion of the land described in Exhibit C of the Declaration to the terms and conditions of the Declaration.

D. Section 9.1 of the Declaration provides that any such additions of land authorized in Article IX of the Declaration must be made by filing of record a supplemental declaration with respect to the portion of the Additional Property being added to the Declaration.

E. PSP is the owner of a parcel of land which it desires to subject to the Declaration, which parcel of land is more fully described in Exhibit A attached hereto and made a part hereof ("Found Forest at Marsh Landing") to the terms and conditions of the Declaration.

F. The Developers consent to Found Forest at Marsh Landing being subject to the terms and conditions of the Declaration. As the Found Forest at Marsh Landing property was included in the Exhibit C legal description to the Declaration (referred to therein as Pinecrest / Surfside), no further consent by any party is required to make this Supplemental Declaration effective.

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties declare as follows:

1. Addition of Found Forest at Marsh Landing. On the date hereof, the Developers and PSP hereby subject the land more fully described on Exhibit A attached hereto and made a part hereof to the terms and conditions of the Declaration. Found Forest at Marsh Landing shall be held, sold, occupied, leased and conveyed subject to the covenants, conditions, restrictions and easements of the Declaration, as supplemented herein, which are covenants running with the land and shall be binding on all parties sharing any right, title or interest in Found Forest at Marsh Landing.

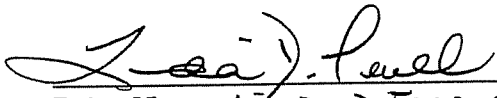
2. No Further Revisions. Except as modified and supplemented herein, the terms and conditions of the Declaration remain in full force and effect.

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This Supplemental Declaration has been executed as of the day and year first above written.

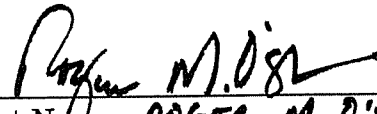
Signed, sealed and delivered in the presence of:


PS PARTNERSHIP, a Florida general partnership
By its General Partners:


Print Name: LINDA D. TERRELL

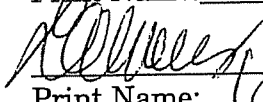
Forest Estates Development I, LLC, a Florida limited liability company,
By its Manager/Member:
The PARC Group, Inc., a Florida corporation

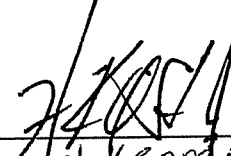

Print Name: Laurent Owens

By: 
Print Name: ROGER M. O'STEEN
Title: CEO


Print Name: LINDA D. TERRELL

Forest Estates Development II, LLC, a Florida limited liability company, by its Manager/Member:
Landcom Hospitality Management, Inc., a Florida corporation



Print Name: Laurent Owens

By: 
Print Name: H. Kenneth O'Steen, JR.
Title: CEO

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 24 day of July, 2003, by Rose M. Osteen who is personally known to me ~~or has produced~~ _____ as identification, and he acknowledged to and before me that he executed the same as the CEO of The PARC Group, Inc., a Florida corporation, as the Manager/Member of Forest Estates Development I, LLC, a Florida limited liability company, a general partner of PS Partnership, a Florida general partnership, for and on behalf of said partnership.


[Signature]
(Signature of Notary Public)
Lauren L. Owens
(Print Name of Notary Public)

NOTARY PUBLIC, State of Florida
My Commission expires _____
Commission No.: _____
 Lauren L. Owens
My Commission #CC952724
Expires November 3, 2004
Bonded through Troy Fain Insurance, Inc.

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 24 day of July, 2003, by Henrietta Osteen, Jr. who is personally known to me ~~or has produced~~ _____ as identification, and he acknowledged to and before me that he executed the same as the CEO of Landcom Hospitality Management, Inc., a Florida corporation, as the Manager/Member of Forest Estates Development II, LLC, a Florida limited liability company, a general partner of PS Partnership, a Florida general partnership, for and on behalf of said partnership.

[Signature]
(Signature of Notary Public)
Lauren L. Owens
(Print Name of Notary Public)

NOTARY PUBLIC, State of Florida
My Commission expires _____
Commission No.: _____
 Lauren L. Owens
My Commission #CC952724
Expires November 3, 2004
Bonded through Troy Fain Insurance, Inc.

Signed, sealed and delivered
in the presence of

FLETCHER REALTY III, INC.,
a Florida corporation

Anita M. Farace
Name: Anita M. Farace

By: Paul Z. Fletcher
Paul Z. Fletcher
Its President

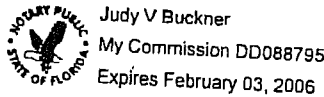
Judy V. Buckner
Name: Judy V. Buckner

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 16th day of July, 2003, by Paul Z. Fletcher, as President of Fletcher Realty III, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced N/A as identification.

Judy V. Buckner
Name of Notary: Judy V. Buckner
Notary Public-State of Florida
Commission Number: DD088795
(SEAL)



Signed and sealed in the presence of:

M. L. PARTNERSHIP LLP, a
Florida limited liability
partnership

By: Landing Venture II, LLC,
a Florida limited liability
company
Its General Partner

By: [Signature]
E. Chester Stokes, Jr.
Its: Managing Member

[Signature]
Name: Sherry Hice

[Signature]
Name: J.L. HARDIN

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 22nd day of July, 2003, by E. Chester Stokes, Jr., the managing member of Landing Venture II, LLC, a Florida limited liability company, the general partner of M. L. Partnership LLP, a Florida limited liability partnership, on behalf of the company, the general partnership and the limited partnership. Mr. Stokes is personally known to me or has produced _____ as identification.

[Signature]
(Signature of Notary Public)
Sherry Hice
(Print Name of Notary Public)
NOTARY PUBLIC, State of Florida
My Commission expires: _____
Commission No. _____



Sherry Hice
MY COMMISSION # CC906788 EXPIRES
March 30, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

Exhibit A
Legal Description for Found Forest at Marsh Landing

Plat of Found Forest at Marsh Landing according to plat thereof recorded in Map Book 47, pages 25 through 46 of the public records of St. Johns County, Florida.

JAX1 #710698 v1

Prepared by and return to:
Melissa S. Turra, Esq.
Holland & Knight LLP
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

**SUPPLEMENTAL DECLARATION TO DECLARATION OF COVENANTS
AND RESTRICTIONS FOR MARSH LANDING AT SAWGRASS UNITS
FIVE, SIX, SEVEN, EIGHT AND NINE AND PARTIAL ASSIGNMENT OF
DEVELOPER'S RIGHTS**

**MARSH LANDING AT SAWGRASS OWNERS
ASSOCIATION II, INC.**

(FOUND FOREST AT MARSH LANDING)

This Supplemental Declaration to Declaration of Covenants and Restrictions for Marsh Landing at Sawgrass Units Five, Six, Seven, Eight and Nine and Partial Assignment of Developer's Rights (Marsh Landing at Sawgrass Owners Association II, Inc.) (Found Forest at Marsh Landing) (this "Supplemental Declaration") is made this 24th day of July, 2003, by **M.L. PARTNERSHIP, LLP**, a Florida limited liability partnership ("Developer").

RECITALS

A. The Developer has developed certain real property referred to as Marsh Landing at Sawgrass Units Five, Six, Seven, Eight and Nine, which real property is located within a planned residential community located in St. Johns County, Florida, commonly referred to as "Marsh Landing at Sawgrass".

B. The real property located within Marsh Landing at Sawgrass Owners Association II is subject to all of the terms and conditions set forth in the Declaration of Covenants and Restrictions for Marsh Landing at Sawgrass Units Five, Six, Seven, Eight and Nine dated October 12, 1984 and recorded on October 16, 1984 at Official Records Book 657, pages 1368 through 1386, inclusive, of the public records of St. Johns County, Florida, as supplemented or amended by that certain Supplemental Declaration of Covenants and Restrictions for Marsh Landing at Sawgrass Units Five, Six, Seven, Eight and Nine dated November 11, 1986 and recorded on November 19, 1986 at Official Records Book 727, page 516, as amended by that certain Supplemental Declaration of Covenants and Restrictions

for Marsh Landing at Sawgrass Units Five, Six, Seven, Eight and Nine dated March 5, 1987 and recorded on March 20, 1987 in Official Records Book 738, page 1501, as amended by that certain Supplemental Declaration of Covenants and Restrictions for Marsh Landing at Sawgrass Units Five, Six, Seven, Eight and Nine dated June 1, 1988 and recorded on June 6, 1988 at Official Records Book 784, page 1641, as amended by that certain Amendment to Declaration of Covenants and Restrictions for Marsh Landing at Sawgrass Units Five, Six, Seven, Eight and Nine dated June 1, 1988 and recorded on June 10, 1988 at Official Records Book 785, page 1013, as amended by that certain Supplemental Declaration and Amendment to Covenants and Restrictions for Marsh Landing at Sawgrass Units Five, Six, Seven, Eight and Nine (Unit Thirteen) dated October 12, 1988 and recorded on November 3, 1988 at Official Records Book 801, page 344, as amended by that certain Amendment to Declaration of Covenants and Restrictions for Marsh Landing at Sawgrass Units Five, Six, Seven, Eight and Nine dated February 21, 1989 and recorded on March 3, 1989 at Official Records Book 813, page 210, as amended by that certain Supplemental Declaration of Covenants and Restrictions for Marsh Landing at Sawgrass Units Five, Six, Seven, Eight and Nine dated June 21, 1989 and recorded at Official Records Book 824, page 1339, as amended by that certain Amendment to Declaration of Covenants and Restrictions for Marsh Landing at Sawgrass Units Five, Six, Seven, Eight, Nine, Eleven, Twelve, Thirteen, Fourteen and Nineteen dated August 31, 1989 and recorded on October 19, 1989 at Official Records Book 834, page 2015, as amended by that certain Supplemental Declaration of Covenants and Restrictions for Marsh Landing at Sawgrass Unit Five, Six, Seven, Eight and Nine dated July 10, 1989 and recorded on July 31, 1989 at Official Records Book 827, page 355, as amended by that certain Amendment to Declaration of Covenants and Restrictions for Marsh Landing at Sawgrass Units Five, Six, Seven, Eight, Nine, Eleven, Twelve, Thirteen, Fourteen, Eighteen and Nineteen dated March 15, 1990 and recorded on March 25, 1990 at Official Records Book 850, page 284, as amended by that certain Supplemental Declaration of Covenants and Restrictions for Marsh Landing at Sawgrass Units Five, Six, Seven, Eight and Nine dated July 6, 1990 and recorded on October 23, 1990 at official Records Book 873, page 598, as amended by that certain Amendment to Declaration of Covenants for Marsh Landing at Sawgrass Units Five, Six, Seven, Eight, Nine, Eleven, Twelve, Fourteen, Sixteen, Eighteen, Nineteen and Twenty dated October 25, 1991 and recorded on October 29, 1991 at Official Records Book 913, page 348, as amended by that certain Withdrawal of Lands from Marsh Landing at Sawgrass Owner's Association, II, Inc., and Supplemental Declaration of Covenants, Restrictions, Conditions and Easements and Notice of Assessments Marsh Landing at Sawgrass Owner's Association, VI, Inc., Units 16, 18 and 20, dated June 15, 1993 and recorded on February 2, 1994 in Official Records Book 1035, page 1571, as amended by that certain Withdrawal of Lands from Marsh Landing at Sawgrass Owner's Association, II, Inc., and Supplemental Declaration of Covenants, Restrictions, Conditions and Easements and Notice of Assessments Marsh Landing at Sawgrass Owners Association VI, Inc., Units 13 and 19 dated June 15, 1993 and

recorded on February 2, 1994 at Official Records Book 1035, page 1596, all of the public records of St. Johns County, Florida (collectively, the "Declaration").

C. Section 13.4 of the Declaration provides that the Developer "may...add at any time...additional lands..." and that the "Developer reserves the right to amend and supplement [the] Declaration without the consent or joinder of the Association or of any owner and/or mortgagee of land in the Subdivision."

D. Section 13.4 of the Declaration further provides that "[t]he addition . . . of lands . . . shall be made and evidenced by filing in the Public Records of St. Johns County, Florida, a supplementary Declaration with respect to the lands to be added"

E. In accordance with Section 13.4 of the Declaration, the Developer desires to include the real property described in **Exhibit A** attached hereto (hereinafter referred to as "Found Forest" or the "Found Forest Property") as a part of Marsh Landing at Sawgrass Owners Association II, subject to all of the terms and conditions set forth in the Declaration.

F. Further, in accordance with Section 9.2.3, Developer desires to impose certain additional covenants, restrictions and easements on the Found Forest Property, including adding certain provisions required by the St. Johns River Water Management District.

G. This Supplemental Declaration is joined in and consented to by PS Partnership, a Florida general partnership ("PS Partnership"), the fee simple owner and developer of the Found Forest Property and grantor of the conservation easement described in Section 3(m) of this Supplemental Declaration.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer declares:

1. General. Unless set forth to the contrary, all capitalized terms herein shall have the same meaning as set forth in the Declaration.

2. Addition of Found Forest Property.

(a) The definition of the term "Subdivision" contained in Section 2.1 of the Declaration is expanded to include the Found Forest Property, which property is more specifically described in **Exhibit A** attached hereto.

(b) In accordance with the requirements of Section 13.4 of the Declaration, the Developer represents that:

(i) Found Forest will be platted as single-family residential lots;

(ii) The owners of property in Found Forest shall be and become subject to the Declaration; and

(iii) The addition of Found Forest shall not increase the prorata share of Association expenses payable by the owners of the property subject to the Declaration prior to the addition of Found Forest.

(c) The Developer declares that the Found Forest Property shall be occupied, used, sold, conveyed, leased, mortgaged, and otherwise encumbered subject to the easements, covenants, conditions, restrictions and reservations set forth in the Declaration, except as otherwise set forth in this Supplemental Declaration, all of which are created in the best interests of the Owners and residents of the Property and which shall run with the title to the Found Forest Property and shall be binding upon and inure to the benefit of all persons having and/or acquiring any right, title or interest in the Found Forest Property or any portion thereof.

3. Covenants, Easements, Restrictions Affecting Found Forest.

(a) **Found Forest Assessments.** With respect to Found Forest, the following paragraph is added to Article III of the Declaration as paragraph 3.3.1:

“3.3.1 Found Forest Assessments. In addition to all other Assessments authorized under this Declaration, all Owners of Lots within Found Forest shall pay to the Association an additional annual assessment (the “Found Forest Assessment”), the amount of which will be equal to one-half (1/2) of the Annual Assessment. The Board of Directors for the Association may adjust the Found Forest Assessments as needed on an annual basis. The Found Forest Assessments shall be enforceable in the same manner as Annual Assessments in accordance with this Declaration.”

(b) **Architectural Control and Architectural Review Board.** Article VIII. The initial dwelling unit and other initial improvements to be constructed on each Residential Parcel within the Found Forest Property are not subject to review by the ARB; provided however that such improvements must comply with the Architectural Planning Criteria set forth in Section 8.6, as amended by this Supplemental Declaration for the Found Forest Property.

(c) **Building Type.** With respect to the Found Forest Property, Article VIII, Section 8.6.1 of the Declaration is amended and restated in its entirety as follows:

“8.6.1 Building Type. No dwelling unit may be erected, altered, placed or permitted to remain on any Lot which is in Found Forest other than one detached single-family residence containing not less than four thousand four hundred (4,800) square feet. The calculation of such

square footage shall include only livable, enclosed, heated floor area (exclusive of open or screen porches, patios, terraces, and garages) not to exceed forty-eight (48) feet in height (if the dwelling unit includes a sprinkler system) or thirty-five (35) feet in height (if the dwelling unit does not include a sprinkler system) and having a private and enclosed garage for not less than two (2) nor more than five (5) cars. Unless approved by the ARB as to use, location and architectural design, no tool or storage facility may be constructed separate and apart from the dwelling unit, nor can any such structure(s) be constructed prior to construction of the main residential dwelling unit.

Notwithstanding the foregoing, in connection with the construction of a dwelling unit on a Lot which is in Found Forest, a detached guest house ("Guest House") may be constructed in accordance with the terms contained herein. No Guest House may be erected, altered, placed or permitted to remain on any Lot which is in Found Forest other than one detached single-family residence containing not less than one thousand five hundred (1,500) square feet. The calculation of such square footage shall include only livable, enclosed, heated floor area (exclusive of open or screen porches, patios, terraces, and garages) not to exceed forty-eight (48) feet in height (if the Guest House includes a sprinkler system) or thirty-five (35) feet in height (if the Guest House does not include a sprinkler system) and having a private and enclosed garage for not less than one (1) nor more than three (3) cars."

(d) **Set Back Restrictions.** With respect to Found Forest, Section 8.6.3 of the Declaration is amended and restated in its entirety as follows:

"8.6.3 Set Back Restrictions. The setback restrictions are established with respect to the construction of liveable, enclosed, heated floor area of any dwelling unit and/or Guest House. The setback restrictions for the Lots in Found Forest shall vary from Lot to Lot based on the shape, depth and size of the applicable Lot and shall be in accordance with the recorded plat for Found Forest. The ARB may modify the set back restrictions for an individual lot, where in its opinion and sole discretion, such modification is necessary for the preservation of trees, the maintenance of overall aesthetics in the area or such other reasons as the ARB may deem beneficial or advisable."

(e) **Roofs.** With respect to Found Forest, Section 8.6.5 of the Declaration is amended and restated in its entirety as follows:

"8.6.5 Roofs. All roofs on dwelling units and Guest Houses in Found Forest shall be covered by hard tile. Flat roofs shall not be permitted unless approved by the ARB. The minimum pitch of all roofs will be 8/12. Protrusions through roofs for power ventilators or other

apparatus, including the color and location thereof, must be approved by the ARB. All chimney caps must be approved by the ARB and must be constructed out of the same material as the roof material on the dwelling unit and Guest House unless otherwise approved by the ARB.”

(f) **Floor Level Elevations.** With respect to Found Forest, Section 8.6.7 of the Declaration is amended and restated in its entirety as follows:

“8.6.7 Floor Level Elevations. As is common to most areas of the Southeastern coastal plain, the St. Johns County Building Code requires that the elevation of the first finished floor of any residence be above the level of possible flood waters based upon U.S. Corps of Engineers criteria for storms that would occur once every 100 years. This level has been established for the Property as six (6.0) feet mean above sea level. The ARB therefore, has established eight (8.0) feet mean above sea level as the minimum floor elevation for all habitable rooms. The ARB recommends that on any Lot where the floor elevations of the main living area are to be constructed twelve (12) inches or more above existing grade, that pilings or foundation walls be used. It is suggested that the vertical plane of these pilings or walls shall be recessed a minimum of six (6) inches behind the vertical plane of the exterior wall of the living area. In all cases, this lower structural element will be architecturally screened or treated. Foundation planning alone will not be accepted. “

(g) **Garages and Automobile Storage.** With respect to Found Forest, Section 8.6.9 of the Declaration is amended and restated in its entirety as follows:

“8.6.9 Garages and Automobile Storage. In addition to the requirements stated in Paragraph 8.6.1 above, all garages shall have a minimum width of twenty (20) feet and a minimum length of twenty (20) feet as measured from the inside wall of the garage. All garages must have either a single overhead door with a minimum door width of eighteen (18) feet for a two-car garage, or two (2) eighteen (18) foot doors for a four-car garage, or two (2), three (3), four (4), or five (5) individual doors, each a minimum of ten (10) feet in width, and a service door for a two (2), three (3), four (4) or five (5) car garage, as applicable. Front entry garages shall have no more than three (3) doors which shall be individual doors. All overhead doors shall be electrically operated and shall be kept closed when not in use. No carports will be permitted unless approved by the ARB. The ARB recommends side entry garages. However, where side entry is impractical, the ARB will consider for approval front entry garages. Automobiles shall be stored in garages when not in use.”

(h) **Landscaping.** With respect to Lots within Found Forest, Section 8.6.14 is revised to provide that the minimum expenditure for each Owner's initial landscaping improvements shall be not less than ten percent (10%) of the construction cost of the primary single family residence located on the Lot.

(i) **Removal of Trees.** With respect to the Residential Parcels in Found Forest, Sections 8.6.18 and 9.1.11 are revised to provide that all tree removals must also be in compliance with applicable St. Johns County ordinances.

(j) **Antenna.** With respect to the Residential Parcels in Found Forest, Section 8.6.23 is revised to provide as follows:

“Subject to federal guidelines, all antennae, satellite dishes and other receptor devices to be installed on the Property shall be no larger than thirty inches (30”) in diameter and twelve (12') feet in height and must be approved in advance by the ARB. Such devices shall not be placed in the front yard of any Parcel. In addition, Owners shall endeavor to assure that the location of such devices is screened to the extent possible from the view of others.”

(k) **AC Approval.** With respect to the Found Forest Property, Section 8.7 is deleted in its entirety.

(l) **Plat Easements.** With respect to the Found Forest Property, Section 9.2.7 is added to the Declaration as follows:

“9.2.7 Plat Easements. The Found Forest Property is subject to all easements shown on the plat recorded or to be recorded for Found Forest.”

(m) **Conservation Easement.** In order to comply with current St. Johns River Water Management District requirements, the following language is added with respect to Found Forest, as Sections 10.4 through 10.6 of the Declaration:

“10.4 Conservation Easement. Pursuant to the provisions of Section 704.06, Florida Statutes, PS Partnership has granted to the St. Johns River Water Management District (the “District”) a conservation easement in perpetuity over the property described in the Conservation Easement recorded on April 10, 2003 in Official Records Book 1930, page 603 of the public records of St. Johns County, Florida (the “Conservation Easement”). PS Partnership granted the Conservation Easement as a condition of permit number 4-109-81734-1 issued by the District, solely to offset adverse impacts to natural resources, fish and wildlife and wetland functions.

10.5 Vegetative Natural Buffer. A permanent vegetative natural buffer has been established over certain Lots within Found Forest as set forth in the recorded plat for Found Forest.

10.6 Stormwater Management System. In accordance with Article XII (Wetlands, Drainage and Permitting) of the Amended and Restated Declaration of Community Covenants for Marsh Landing at Sawgrass, dated September 12, 2002 and recorded at Official Records Book 1817, page 1555 of the public records of St. Johns County, Florida and Official Records Book 10693, page 2040 of the public records of Duval County, Florida (the "Master Association Covenants"), the Marsh Landing at Sawgrass Master Association, Inc. (the "Master Association") is responsible for maintenance and other obligations relating to the Stormwater Management System (as defined in the Master Association Covenants) for the real property subject to the Master Association Covenants."

4. Partial Assignment of Developer's Rights for Found Forest.

(a) The Developer assigns and transfers unto PS Partnership, all of Developer's rights, authority and powers as Developer under the Declaration with respect to the Found Forest Property.

(b) Effective as of the date hereof, PS Partnership assumes all the duties and obligations as Developer under the Declaration with respect to the Found Forest property, first arising from and after the date hereof.

(c) Developer represents that it has not previously assigned the rights it has assigned hereunder.

5. Miscellaneous. Except as herein amended, the terms and conditions of the Declaration remain in full force and effect.

6. Binding Effect. This Supplemental Declaration and the Declaration shall run with the Found Forest Property and shall be binding upon all parties and all persons claiming any interest therein in accordance with Article XII, Section 13.1 of the Declaration.

[Remainder of Page is Intentionally Blank]

IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date first above written.

Signed, sealed and delivered in presence of:

M. L. PARTNERSHIP, LLP, a Florida in the limited liability partnership

By: Landing Venture II, LLC, a Florida limited liability company, Its General Partner

Sherry Hice
Name: Sherry Hice

J. L. Hardin
Name: J. L. HARDIN

By: [Signature]
E. Chester Stokes, Jr.
Its Managing Member

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 22nd day of July, 2003, by E. Chester Stokes, Jr., the managing member of Landing Venture II, LLC, a Florida limited liability company, the general partner of M. L. Partnership, LLP, a Florida limited liability partnership, on behalf of the company, the general partnership and the limited partnership. He is personally known to me or has produced _____ as identification.

(SEAL)

Sherry Hice
Sherry Hice
Notary Public-State of FL
Commission Number: _____




Sherry Hice
MY COMMISSION # CC906788 EXPIRES
March 30, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

The undersigned joins and consents to this Supplemental Declaration, as Owner of the Found Forest Property described in **Exhibit A** and agrees to accept the assignment of Developer's rights contained herein:

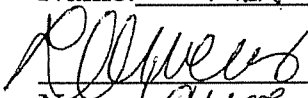
Signed, sealed and delivered in the presence of:

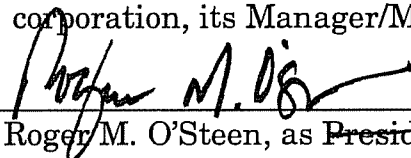
PS PARTNERSHIP, a Florida general partnership

Forest Estates Development I, LLC, a Florida limited liability company, its General Partner

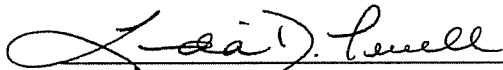

Name: LINDA D. TERRELL

By: The PARC Group, Inc. a Florida corporation, its Manager/Member

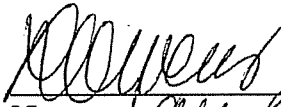

Name: Laurent Owens

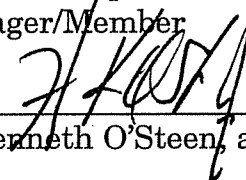
By: 
Roger M. O'Steen, as President CEO

Forest Estates Development II, LLC, a Florida limited liability company, its General Partner


Name: LINDA D. TERRELL

By: Landcom Hospitality Management, Inc. a Florida corporation, its Manager/Member


Name: Laurent Owens

By: 
H. Kenneth O'Steen, as President CEO

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 24 day of July, 2003, by Roger M. O'Steen, as CEO President of The PARC Group, Inc., a Florida corporation, as Manager/Member of Forest Estates Development I, LLC, a Florida limited liability company, as one of the two general partners of PS Partnership, a Florida general partnership, on behalf of the corporation, limited liability company and partnership. He is personally known to me.

(SEAL)
Lauren L. Owens
Notary Public-State of _____
Commissioner: Lauren L. Owens
My Commission #CC952724
Expires November 3, 2004
Bonded through Troy Fain Insurance, Inc.

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 24 day of July, 2003, by H. Kenneth O'Steen, as CEO President of Landcom Hospitality Management, Inc., a Florida corporation, as Manager/Member of Forest Estates Development II, LLC, a Florida limited liability company, as one of the two general partners of PS Partnership, a Florida general partnership, on behalf of the corporation, limited liability company and partnership. He is personally known to me.

(SEAL)
Lauren L. Owens
Notary Public-State of _____
Commissioner: Lauren L. Owens
My Commission #CC952724
Expires November 3, 2004
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Exhibit A
Found Forest Legal Description

Lots 12 and 13 within Found Forest at Marsh Landing according to plat thereof recorded in Map Book 47, pages 25 through 46 of the public records of St. Johns County, Florida.

JAX1 #683329 v4

Prepared by and return to:
Melissa S. Turra, Esq.
Holland & Knight LLP
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

Public Records of
St. Johns County, FL
Clerk # 2005088347,
O.R. 2566 PG 814-817
10/21/2005 at 12:58 PM,
REC. \$17.00 SUR. \$18.50

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④

**SECOND CORRECTIVE SUPPLEMENTAL DECLARATION TO DECLARATION OF
COVENANTS AND RESTRICTIONS FOR MARSH LANDING AT SAWGRASS UNITS
FIVE, SIX, SEVEN, EIGHT AND NINE AND PARTIAL ASSIGNMENT OF
DEVELOPER'S RIGHTS**

**MARSH LANDING AT SAWGRASS OWNERS
ASSOCIATION II, INC.**

(FOUND FOREST AT MARSH LANDING)

This Second Corrective Supplemental Declaration to Declaration of Covenants and Restrictions for Marsh Landing at Sawgrass Owners Association II, Inc. and Partial Assignment of Developer's Rights (Found Forest at Marsh Landing Units Five, Six, Seven, Eight and Nine) (this "Amendment") is made this 20th day of October, 2005, by PS PARTNERSHIP, LLP, a Florida general partnership, as developer of Found Forest and as successor declarant under the Declaration of Covenants and Restrictions for Marsh Landing at Sawgrass Units Five, Six, Seven, Eight and Nine, as to Found Forest (the "Developer").

RECITALS

A. The Developer has caused that certain Supplemental Declaration to Declaration of Covenants and Restrictions for Marsh Landing at Sawgrass Owners Association II, Inc. and Partial Assignment of Developer's Rights (Found Forest at Marsh Landing Units Five, Six, Seven, Eight and Nine) dated July 24, 2003, and recorded on August 12, 2003, in the public records of St. Johns County, Florida, at Official Records Book 2020, page 338, as amended by that Corrective Supplemental Declaration to Declaration of Covenants and Restrictions for Marsh Landing at Sawgrass Units Five, Six, Seven, Eight and Nine and Partial Assignment of Developer's Rights Marsh Landing at Sawgrass Owners Association II, Inc. (Found Forest at Marsh Landing) dated November 19, 2003, and recorded on November 20, 2003, in the public records of St. Johns County, Florida, at Official Records Book 2091, page 1753 (collectively, the "Supplemental Declaration").

B. Developer desires to correct a typographical error contained in the Supplemental Declaration and to revise certain set back and tree survey requirements.

C. This Amendment is joined in and consented to by PS Partnership, a Florida general partnership ("PS Partnership"), the fee simple owner and developer of the Found Forest Property.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the Developer declares:

1. General. Unless set forth to the contrary, all capitalized terms herein shall have the same meaning as set forth in the Declaration.
2. The first paragraph of Section 3.(c) of the Supplemental Declaration is hereby amended in its entirety as follows:

“8.6.1 Building Type. No Dwelling Unit may be erected, altered, placed or permitted to remain on any Lot which is in Found Forest other than one detached single-family residence containing not less than four thousand eight hundred (4,800) square feet. The calculation of such square footage shall include only livable, enclosed, heated floor area (exclusive of open or screen porches, patios, terraces, and garages) not to exceed forty-eight (48) feet in height (if the Dwelling Unit includes a sprinkler system) or thirty-five (35) feet in height (if the Dwelling Unit does not include a sprinkler system) and having a private and enclosed garage for not less than two (2) nor more than five (5) cars. Unless approved by the ARB as to use, location and architectural design, no tool or storage facility may be constructed separate and apart from the Dwelling Unit, nor can any such structure(s) be constructed prior to construction of the main residential Dwelling Unit.

Notwithstanding the foregoing, in connection with the construction of a dwelling unit on a Lot which is in Found Forest, a detached guest house (“Guest House”) may be constructed in accordance with the terms contained herein. No Guest House may be erected, altered, placed or permitted to remain on any Lot which is in Found Forest other than one detached single-family residence containing not less than one thousand five hundred (1,500) square feet. The calculation of such square footage shall include only livable, enclosed, heated floor area (exclusive of open or screen porches, patios, terraces, and garages) not to exceed forty-eight (48) feet in height (if the Guest House includes a sprinkler system) or thirty-five (35) feet in height (if the Guest House does not include a sprinkler system) and having a private and enclosed garage for not less than one (1) nor more than three (3) cars.”

3. Set Backs. With respect to Found Forest, Section 3(d) of the Supplemental Declaration is amended to read as follows:

“8.6.3 Set Back Restrictions. The set back restrictions for the Lots in Found Forest shall vary from Lot to Lot based on the shape, depth and size of the applicable Lot. The set back restrictions are established with respect to the construction of liveable, enclosed, heated floor area of any Dwelling Unit and/or Guest House are as follows:

| LOT | FRONT | SIDE | REAR |
|-----|-------|---|---|
| 12 | 100' | Conservation easement or 25' in absence of easement. 5' setback from lake easement. | Conservation easement line. |
| 13 | 100' | Conservation easement line. | Conservation easement line or 10' in absence of easement. |

4. Tree Survey. With respect to Found Forest, Sections 8.6.18 and 9.1.11 of the Declaration and Section 3.(i) of the Supplemental Declaration are revised to add the following:

"Because of the size of the Lots within Found Forest, a tree survey will only be required under the following circumstances:

- (i) In the event of proposed construction or improvements to the Lot, there must be a tree survey performed for all areas within thirty feet (30') of the proposed improvement (including home, gazebo, pool, etc.); or
- (ii) If an Owner, in connection with construction, desires to remove a live tree outside of the area surveyed in subsection (i) above, the Owner must have a tree survey performed."

5. Miscellaneous. Except as herein amended, the terms and conditions of the Declaration remain in full force and effect.

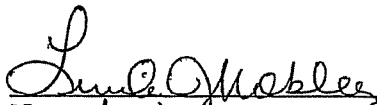
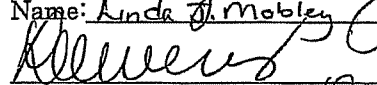
6. Binding Effect. This Supplemental Declaration and the Declaration shall run with the Found Forest Property and shall be binding upon all parties and all persons claiming any interest therein in accordance with Article XII, Section 13.1 of the Declaration.

IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date first above written.

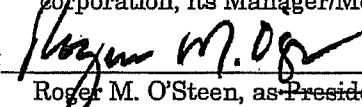
Signed, sealed and delivered
in the presence of:

PS PARTNERSHIP, a Florida
general partnership

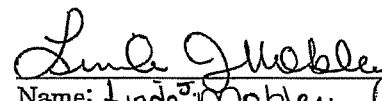
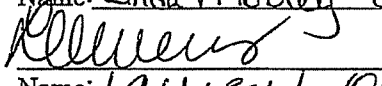
Forest Estates Development I, LLC, a Florida limited
liability company, its General
Partner


Name: Linda J. Mobley

Name: Laurent Owens

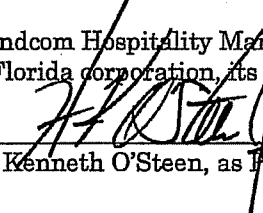
By: The PARC Group, Inc. a Florida
corporation, its Manager/Member

By: 
Roger M. O'Steen, as President CEO

Forest Estates Development II, LLC, a Florida limited
liability company, its General Partner


Name: Linda J. Mobley

Name: Laurent Owens

By: Landcom Hospitality Management, Inc.
a Florida corporation, its Manager/Member

By: 
H. Kenneth O'Steen, as President

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 17 day of October, 2005, by Roger M. O'Steen, as ~~President~~ of The PARC Group, Inc., a Florida corporation, as Manager/Member of Forest Estates Development I, LLC, a Florida limited liability company, as one of the two general partners of PS Partnership, a Florida general partnership, on behalf of the corporation, limited liability company and partnership. He is personally known to me.

(SEAL)

Lauren L. Owens
Lauren L. Owens

Notary Public-State
Commission Number



STATE OF FLORIDA
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(SEAL)

Linda Mobley
Linda Mobley
Notary Public-State of _____
Commission Number: _____

