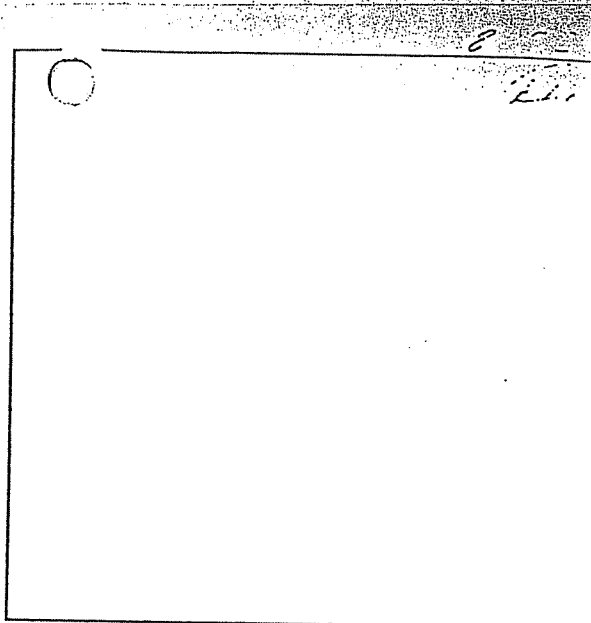


September 20, 1995

Prepared by and Return to
Linda Connor Kane
Holland & Knight
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202



FIRST AMENDMENT TO
DECLARATION OF COVENANTS, RESTRICTIONS
CONDITIONS AND EASEMENTS
AND NOTICE OF ASSESSMENTS

MARSH LANDING AT SAWGRASS OWNERS
ASSOCIATION VII, INC.

THIS AMENDMENT is made this 26th day of September, 1995, by M. L. PARTNERSHIP, a Florida general partnership ("Developer").

RECITALS

- A. Developer subjected certain land owned by it to the Declaration of Covenants, Restrictions, Conditions and Easements and Notice of Assessment Marsh Landing at Sawgrass Owners Association VII, Inc. recorded in Official Records Book 1123, page 1691 of the public records of St. Johns County, Florida ("Declaration").
- B. For so long as the Developer owns property and pursuant to the provisions of Section 15.3, the Developer is authorized to make amendments to the Declaration which are necessary or convenient to supplement the terms and conditions of the Declaration.
- C. Developer is the owner of the Property subject to the aforementioned Declaration.
- D. Developer desire to amend certain provisions of the Declaration in order to clarify the language set forth therein.

NOW, THEREFORE, in consideration of the premises, the Developer hereby declares that the seventh sentence of paragraph 5.5(c) is hereby amended to read as follows:

". . . With respect to Lots in Unit Twenty Nine which share a boundary contiguous with the golf course (except Lots 21 and 22) no dwelling unit shall be located upon such lots within forty feet (40') of the rear lot line and no structure shall be located within thirty feet (30') of the rear lot line."

Except as modified herein, all terms and conditions of the Declaration remain in full force and effect.

03:54PM 10/09/95
Recording \$13.00 Surcharge \$2.00

IN WITNESS WHEREOF, the Developer has caused these presents to be executed as required by law on this, the day and year first above written.

Signed, sealed and delivered in the presence of:

M. L. PARTNERSHIP, a Florida general partnership, by its General Partner:

Marsh Landing Venture, Ltd., a Florida limited partnership, by its General Partner:

Marsh Landing Investors, Ltd., a California limited partnership, by its Managing General Partner:

GGC Marsh Landing Inc., a Delaware corporation

Lynn D. Varnadoe

Print Name: Lynn D. Varnadoe

Stephen C Loveland

Print Name: STEPHEN C LOVELAND

By: *Edwin R. Mihm*
EDWIN R. MIHM, Its Vice President

[Corporate Seal]

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 26 day of September, 1995, by Edwin R. Mihm, the Vice President of GGC Marsh Landing Inc., a Delaware corporation, the Managing General Partner of Marsh Landing Investors, Ltd., a California limited partnership, the General Partner of Marsh Landing Venture, Ltd., a Florida limited partnership, the General Partner of M. L. Partnership, a Florida general partnership, on behalf of the partnership. He is personally known to me or produced _____ as identification.

Debra Lee O'Berry

Print Name: Debra Lee O'Berry
Notary Public, State of Florida

My Commission Expires _____
Commission Number: _____

Notary Public, State of Florida
DEBRA LEE O'BERRY
My Comm. Exp. Feb. 29, 1996
Comm. No. CC 263252



June 26, 1996

Prepared by and Return

Linda Connor Kane

Holland & Knight

50 North Laura Street, Suite 3900

Jacksonville, Florida 32202

Comm

**SUPPLEMENTAL DECLARATION TO
DECLARATION OF COVENANTS,
RESTRICTIONS, CONDITIONS
AND EASEMENTS AND
NOTICE OF ASSESSMENTS**

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

THIS SUPPLEMENTAL DECLARATION is made this 26th day of June, 1996, by **M. L. PARTNERSHIP**, a Florida general partnership ("Developer"), and joined in and consented to by **PETER DAVID KUHLMAN** and **PATRICIA VIRGINIA KUHLMAN**, husband and wife ("Owners").

RECITALS

A. Developer subjected certain land owned by it to the Declaration of Covenants, Restrictions, Conditions and Easements and Notice of Assessment Marsh Landing at Sawgrass Owners Association VII, Inc. recorded in Official Records Book 1123, page 1691 and amended in First Amendment to Declaration of Covenants, Restrictions, Conditions and Easements and Notice of Assessments - Marsh Landing at Sawgrass Owners Association VII, Inc. recorded in Official records Book 1133, page 310, both in the public records of St. Johns County, Florida (collectively referred to herein as "Declaration").

B. Pursuant to the provisions of Section 14.1 of the Declaration, the Developer is authorized to subject Additional Property to the Declaration without the consent or joinder of any Owner or Institutional Mortgagee.

C. Owner is the Owner of Lot 25, Marsh Landing at Sawgrass Unit Twenty Nine, according to plat thereof recorded in Map Book 29, pages 29-37 of the public records of St. Johns County, Florida ("Lot"). On the date hereof, Developer has conveyed to Owner a parcel of land lying adjacent to the Lot, which parcel is more fully described on Exhibit A attached hereto and made a part hereof ("Adjacent Parcel"), which Owner intends to incorporate with Owner's Lot as a Reconfigured Lot, as such is defined in the Declaration.

D. Developer desires to subject the Adjacent Parcel to the terms and conditions of the Declaration and Owner joins in this Supplemental Declaration for the purpose of evidencing its consent that such Adjacent Parcel shall be held, conveyed, occupied, transferred or mortgaged as a Reconfigured Lot.

Recording \$17.00 Surcharge \$2.50

02:54PM

01/12/96

2100

NOW, THEREFORE, in consideration of the premises, the Developer hereby declares that the Adjacent Parcel shall be held, conveyed, occupied, transferred and mortgaged subject to the covenants, restrictions, conditions, and easements as set forth in the Declaration, which covenants, restrictions, easement and limitation are for the purpose of protecting the value and desirability of and shall run with the title of the Adjacent Parcel and be binding upon all parties having any right, title or interest in the Adjacent Parcel and any part thereof, their heirs, successors and assigns and shall inure to benefit of each owner thereof.

Owner joins in and consents to this Supplemental Declaration for the purpose of evidencing its consent that the Adjacent Parcel shall be subject to the Declaration and shall be combined with the Lot as a Reconfigured Lot. The Owner agrees that so long as only one single family Dwelling Unit is constructed thereon, such Reconfigured Lot shall be deemed to a Lot subject to one Assessment and entitled to one vote. Provided however, if the Reconfigured Lot is subsequently improved with an additional Dwelling Unit, it shall be deemed to constitute two Lots, shall be entitled to two voted and shall be subject to two Assessments.

Except as supplemented herein, all terms and conditions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, the Developer, joined by Owner, has caused these presents to be executed as required by law on this, the day and year first above written.

Signed, sealed and delivered in the presence of:

M. L. PARTNERSHIP, a Florida general partnership, by its General Partner: Marsh Landing Venture, Ltd., a Florida limited partnership, by its General Partner: Marsh Landing Investors, Ltd., a California limited partnership, by its Managing General Partner: GGC Marsh Landing Inc., a Delaware corporation

Lisa M. Gibson By: Edwin R. Mihm
Print Name: Lisa M. Gibson

Edwin R. Mihm
EDWIN R. MIHM, Its Vice President

Susan G. Roberts
Print Name: SUSAN G. ROBERTS

[Corporate Seal]

Michelle Floyd
Print Name Michelle Floyd

Sharon Strayer Learch
Print Name SHARON STRAYER LEARCH

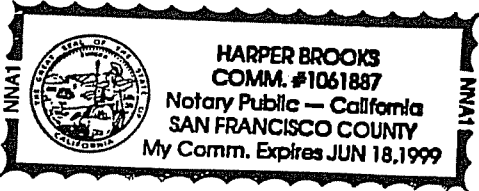
Peter David Kuhlman
PETER DAVID KUHLMAN

Patricia Virginia Kuhlman
PATRICIA VIRGINIA KUHLMAN

STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

The foregoing instrument was acknowledged before me this 2nd day of July, 1996, by Edwin R. Mihm, the Vice President of GGC Marsh Landing Inc., a Delaware corporation, the Managing General Partner of Marsh Landing Investors, Ltd., a California limited partnership, the General Partner of Marsh Landing Venture, Ltd., a Florida limited partnership, the General Partner of M. L. Partnership, a Florida general partnership, on behalf of the partnership. He is personally known to me or produced _____ as identification.



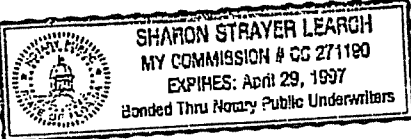
Harper Brooks

Print Name: HARPER BROOKS
Notary Public, State of ~~Florida~~ CALIFORNIA
My Commission Expires:
Commission Number:

STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 26th day of June, 1996 by PETER DAVID KUHLMAN and PATRICIA VIRGINIA KUHLMAN, husband and wife. Who have produced Florida driver licenses as identification.



Sharon Strayer Learch

Print Name: _____
Notary Public, State of Florida
My Commission Expires:
Commission Number:

EXHIBIT A

ADJACENT PARCEL

A PART OF GOVERNMENT LOTS 3 AND 4, SECTION 17, TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF BEGINNING COMMENCE AT THE NORTHWEST CORNER OF LOT 25, MARSH LANDING AT SAWGRASS UNIT TWENTY-NINE AS RECORDED IN MAP BOOK 29, PAGES 29 THROUGH 37 OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE N.05°18'15"E. A DISTANCE OF 198.69 FEET; THENCE N.87°33'36"E. A DISTANCE OF 125.37 FEET; THENCE S.12°19'08"E. A DISTANCE OF 199.84 FEET TO THE NORTHEAST CORNER OF SAID LOT 25; THENCE S.87°33'36"W., ALONG THE NORTH LINE OF SAID LOT 25, A DISTANCE OF 186.43 FEET TO THE POINT OF BEGINNING. CONTAINING 0.70 ACRES, MORE OR LESS.

Prepared by and Return to
Linda Connor Kane
Holland & Knight
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

cc

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS, RESTRICTIONS
CONDITIONS AND EASEMENTS
AND NOTICE OF ASSESSMENTS**

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

THIS SECOND AMENDMENT is made this 11th day of November 1996, by M. L. PARTNERSHIP, a Florida general partnership ("Developer").

RECITALS

A. Developer subjected certain land owned by it to the Declaration of Covenants, Restrictions, Conditions and Easements and Notice of Assessment Marsh Landing at Sawgrass Owners Association VII, Inc. recorded in Official Records Book 1123, page 1691, as amended in that certain First Amendment to Declaration of Covenants, Restrictions, Conditions and Easements and Notice of Assessments - Marsh Landing at Sawgras Owners Association VII, Inc. recorded in Official Records Book 1133, page 310, all in the public records of St. Johns County, Florida (collectively, "Declaration").

B. For so long as the Developer owns property and pursuant to the provisions of Section 15.3, the Developer is authorized to make amendments to the Declaration which are necessary or convenient to supplement the terms and conditions of the Declaration.

C. Developer is the owner of the Property subject to the aforementioned Declaration.

D. Developer desire to amend certain provisions of the Declaration in order to clarify the language set forth therein.

NOW, THEREFORE, in consideration of the premises, the Developer hereby declares that the seventh sentence of paragraph 5.5(c) is hereby amended to read as follows:

". . . With respect to Lots in Unit Twenty Nine which share a boundary contiguous with the golf course (except Lots 4, 5, 21 and 22) no dwelling unit shall be located upon such lots within forty feet (40') of the rear lot line and no structure shall be located within thirty feet (30') of the rear lot line."

recorded in public records St. Johns County, FL
Clerk# 96042420 O.R. 1210 PG 956 08:53AM 12/04/1996
Recording \$13.00 Surcharge \$2.00

Except as modified herein, all terms and conditions of the Declaration remain in full force and effect.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed as required by law on this, the day and year first above written.

Signed, sealed and delivered in the presence of:

M. L. PARTNERSHIP, a Florida general partnership, by its General Partner:

Marsh Landing Venture, Ltd., a Florida limited partnership, by its General Partner:

Marsh Landing Investors, Ltd., a California limited partnership, by its Managing General Partner:

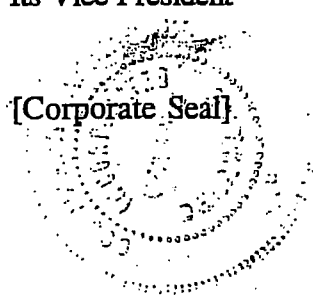
GGC Marsh Landing Inc., a Delaware corporation

Mary M. Moore
Print Name: Mary M. Moore

Joy Bonday
Print Name: Joy Bonday

By: Edwin R. Mihm
EDWIN R. MIHM, Its Vice President

[Corporate Seal]



STATE OF Florida
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me this 11th day of November 1996, by Edwin R. Mihm, the Vice President of GGC Marsh Landing Inc., a Delaware corporation, the Managing General Partner of Marsh Landing Investors, Ltd., a California limited partnership, the General Partner of Marsh Landing Venture, Ltd., a Florida limited partnership, the General Partner of M. L. Partnership, a Florida general partnership, on behalf of the partnership. He is personally known to me or produced as identification.

Ruth C. Mann
Print Name: Ruth C. Mann
Notary Public, State of Florida
My Commission Expires:
Commission Number:



RUTH C. MANN
MY COMMISSION # CC332334 EXPIRES
July 6, 1998
BONDED THRU TROY FAIR INSURANCE, INC.

CONSENT OF MORTGAGEE TO DECLARATION

BARNETT BANK OF JACKSONVILLE, N.A. ("Mortgagee"), is the owner and holder of that certain Mortgage encumbering the lands described in this First Amendment to Declaration of Covenants, Restrictions, Conditions and Easements and Notice of Assessments Marsh Landing at Sawgrass Owners Association VII, Inc., given by M. L. Partnership, a Florida general partnership, to Mortgagee, securing the amount of \$3,000,000.00, dated October 23, 1992, and recorded in Official Records Book 962, page 1476, and is the secured party under that certain Financing Statement recorded in Official Records Book 962, page 1516, both of the public records of St. Johns County, Florida, and hereby consents to the recording of the foregoing Declaration dated July 17, 1995, and hereby subordinates the lien of its Mortgage and Financing Statement to the terms and conditions thereof.

IN WITNESS WHEREOF, this Consent has been executed and delivered this 26 day of November, 1996.

Signed, sealed and delivered in the presence of:

Diane Miller

Print Name: Diane Miller

Patricia K. Richcreek

Print Name: Patricia K. Richcreek

BARNETT BANK OF JACKSONVILLE, N.A.

By:

David V. Betzold

DAVID V. BETZOLD, Senior Vice President

DM

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 26 day of Nov, 1996, by David V. Betzold, the Senior Vice President of Barnett Bank of Jacksonville, N.A., a national association, on behalf of the association. He is personally known to me or produced _____ as identification.

Patricia K. Richcreek

Print Name: Patricia K. Richcreek

Notary Public, State of Florida
My Commission Expires:
Commission Number:



This document prepared
by and to be returned to:
Linda Connor Kane, Esquire
Holland and Knight
50 N. Laura Street
Suite 3900
Jacksonville, FL 32202

Bk: 8608
Pg: 1248 - 1314
Doc# 97094054
Filed & Recorded
05/02/97
09:03:06 A.M.
HENRY W. COOK
CLERK CIRCUIT COURT
DUVAL COUNTY, FL
REC. \$ 303.00

**SUPPLEMENTAL DECLARATION
TO
DECLARATION OF COVENANTS, RESTRICTIONS,
CONDITIONS AND EASEMENTS AND
NOTICE OF ASSESSMENTS
MARSH LANDING AT SAWGRASS
OWNERS' ASSOCIATION VII, INC.**

(Unit Thirty-One)

THIS SUPPLEMENTAL DECLARATION is made this 19th day of November, 1996,
by **ML PARTNERSHIP**, a Florida general partnership ("Developer").

RECITALS

A. Developer subjected certain land owned by it to the Declaration of Covenants, Restrictions, Conditions and Easements and Notice of Assessments for Marsh Landing at Sawgrass Owners' Association VII, Inc. recorded in Official Records Book 1123, page 1691 of the public records of St. Johns County, Florida, as amended by First Amendment to the Covenants, Restrictions, Conditions and Easements and Notice of Assessments for Marsh Landing at Sawgrass Owners' Association VII, Inc. recorded in Official Records Book 1133, page 310 and Second Amendment to Covenants, Restrictions, Conditions and Easements and Notice of Assessments for Marsh Landing at Sawgrass Owners' Association VII, Inc. recorded in Official Records Book 1210, page 956, of the public records of St. Johns County, Florida (collectively referred to herein as "Declaration").

B. The Declaration subjects the lands more fully described therein to certain covenants, conditions, restrictions and easements which benefit and burden such lands which lands are more fully described in the Declaration as it has been supplemented.

C. Developer owns certain lands which are located in Duval County, Florida, which Developer desires to develop consistently with the lands that are subject to the Declaration.

D. Developer desires to subject the lands located in Duval County to the terms and conditions of the Declaration and in connection therewith desire to record the Declaration in the public records of Duval County, Florida so as to give notice of the terms and conditions of the Declaration to the owners of land in Duval County, Florida.

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

1. Developer hereby records the Declaration in the public records of Duval County, Florida (including all amendments thereto, but deleting the supplemental declarations which subject lands in St. Johns County, Florida to the Declaration), copies of which are attached hereto and made a part hereof as Exhibit A.

2. Developer is the owner of land more fully described as:

Marsh Landing At Sawgrass, Unit Thirty-One according to plat thereof, recorded in Plat Book 50, pages 83, 83A and 83B of the public records of Duval County, Florida ("Unit Thirty-One").

and Developer hereby declares that Unit Thirty-One is subject to the terms and conditions of the Declaration. The Developer hereby declares that such Unit Thirty-One shall be held, conveyed, occupied, transferred, hypothecated, encumbered, rented, used, occupied and improved subject to the covenants, conditions, restrictions and easements set forth in the Declaration, which covenants, restrictions, easements and limitations are for the purpose of protecting the value and desirability of and shall run with the title of Unit Thirty-One and shall be binding upon all parties having any right, title or interest in Unit Thirty-One or any part thereof, their heirs, successors and assigns, and shall enure to the benefit of each owner thereof.

3. Developer reserves the right to subject additional lands owned by Developer which are located in Duval County, Florida to the terms and conditions of the Declaration by recording a supplemental declaration in the public records of Duval County, Florida, in which Developer references this Supplemental Declaration and subjects the land described therein to the terms and conditions of the Declaration as supplemented herein. The recording of the Supplemental Declaration in the County in which the subject land is located shall be sufficient notice to all owners subject to the Declaration of the effect of the Supplemental Declaration. It shall not be necessary to record supplemental declarations involving St. Johns County land in Duval County, Florida or supplemental declarations affecting Duval County, land in St. Johns County, Florida.

4. The first sentence of Paragraph 5.5(a) is hereby amended to read as follows:

"(a) Building Type. No Dwelling Unit shall be erected, altered, placed or permitted to remain on any Lot other than one detached, single family residence containing a minimum square footage of

liveable, enclosed, heated floor area (exclusive of open or screened porches, patios, terraces and garages) as follows:

Unit Twenty-Nine	-	2800 Square Feet
Unit Thirty-One	-	2800 Square Feet"

5. Paragraph 5.5(c) is hereby amended to add the following sentence to the first subparagraph.

"... The setback lines for all Lots in Unit Thirty-One are as follows:

Front	-	Thirty (30) Feet
Sides	-	Fifteen (15) Feet
Rear	-	Thirty (30) Feet (Except Lots 1,2 and 10)

The rear setback line for Lot 1 is One Hundred Forty (140') Feet with a minimum of Forty (40') feet from the boundary of the golf course.

The rear setback for Lot 2 is Seventy (70') feet on the north and One Hundred Forty (140') feet on the south.

The rear setback line for Lot 10 is One Hundred Forty-Five (145') feet on the north and Two Hundred Five (205') feet on the south.

The building setback line for any corner lot is Twenty-Four (24') feet from each of the boundaries abutting a street. All dwelling units shall be located a minimum of Twenty (20') feet from any wetland jurisdictional line."

6. Except as modified herein the terms and conditions of the Declaration remain in full force and effect.

9/96

Unit 31 at Marsh Landing

Setbacks

All lots ~~except~~ ^{EXCEPT} for REAR SETBACKS on Lots 1, 2 and 10

Front 30 feet
 Sides 15 feet each side
 Back 30 feet (except for Lots 1, 2 and 10)
 Corner 24 feet

Lot 1 Rear setback is 140 feet
 40 feet off Golf Course (as noted on attached)

Lot 2 North Rear (left) 70 feet
 South Rear (right) 140 feet

Lot 10 North Rear (right) 145 feet
 South Rear (left) 205 feet

Wetland Jurisdictional line 20 feet

Minimum Square Footage 2,800

Association Dues 176.00 per quarter
Marsh Landing Homeowners Association VII, Inc.

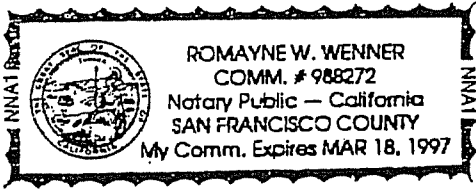
State of CALIFORNIA

County of SAN FRANCISCO

On NOVEMBER 19, 1996 before me, ROMAYNE W. WENNER, NOTARY PUBLIC

personally appeared EDWIN R. MIHM

personally known to me OR proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: SUPPLEMENTAL DECLARATION

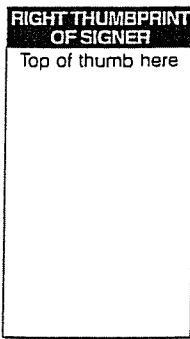
Document Date: 11/19/96 Number of Pages: 4

Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer(s)

Signer's Name: EDWIN R. MIHM

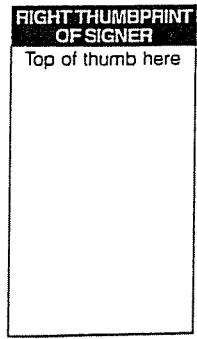
- Individual
Corporate Officer
Title: VICE PRESIDENT
Partner - Limited General
Attorney-in-Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing:
GBC MARSH
LANDING, INC.

Signer's Name:

- Individual
Corporate Officer
Title(s):
Partner - Limited General
Attorney-in-Fact
Trustee
Guardian or Conservator
Other:



Signer Is Representing: