



SUPPLEMENTAL DECLARATION OF  
COVENANTS & RESTRICTIONS

EV-1

North River II

4  
5

THIS DOCUMENT PREPARED  
BY AND RETURN TO:

CAROLINE R. NICHOLS, ESQ.  
PAPPAS METCALF JENKS & MILLER, P.A.  
245 RIVERSIDE AVENUE, SUITE 400  
JACKSONVILLE, FL 32202

Public Records of  
St. Johns County, FL  
Clerk # 2005039525,  
O.R. 2443 PG 203-207  
05/23/2005 at 02:56 PM,  
REC. \$21.00 SUR. \$23.00

Public Records of  
St. Johns County, FL  
Clerk # 2005030442,  
O.R. 2421 PG 1297-1301  
04/22/2005 at 02:51 PM,  
REC. \$21.00 SUR. \$23.00

In: →  
RET

**SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS**  
**FOR PALENCIA**  
**(MARSHALL CREEK DRI UNIT EV-1)**

THIS SUPPLEMENTAL DECLARATION is made effective April 13,  
2005 by **MARSHALL CREEK, LTD.**, a Florida limited partnership (the "Developer").

**WITNESSETH:**

**WHEREAS**, the Developer is the owner of certain real property more particularly described on the attached Exhibit A (the "Property"); and

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions for Palencia has been recorded in Official Records Book 1666, at page 803, as amended in Official Records Book 1845, at page 835, and Official Records Book 2066, at page 87, all of the public records of St. Johns County, Florida, (together, the "Declaration"); and

**WHEREAS**, the Developer desires to subject the Property to all of the terms, conditions and provision contained in the Declaration as provided for under the terms of Section 3.2 of the Declaration.

**NOW THEREFORE**, the Developer hereby declares that:

1. All capitalized terms contained in this Supplemental Declaration shall have the same meanings as such terms are defined by the Declaration.

2. All of the Property and any portion thereof shall be held, transferred, sold and conveyed and occupied subject to all covenants, restrictions, easements, charges and liens and all other matters as set forth in the Declaration as amended from time to time. In the event of conflict between the Declaration and this Supplemental Declaration, this Supplemental Declaration shall control.

3. Except as specifically supplemented hereby, the Declaration shall remain in full force and effect as originally executed and recorded.

4. This Supplemental Declaration shall become effective upon its recordation in the public records of St. Johns County, Florida.

{00114500.DOC.}

Note: This Supplemental Declaration is being re-recorded solely to correct scrivener's errors.

IN WITNESS WHEREOF, the Developer has caused this instrument to be duly executed as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

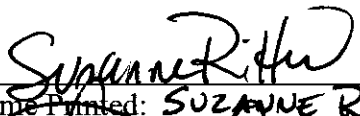
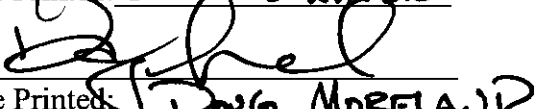
**MARSHALL CREEK, LTD.**, a Florida limited  
partnership

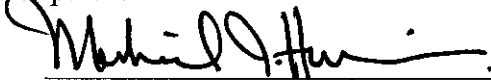
By: Hines/Marshall Creek, Ltd., a Florida limited  
partnership, its sole general partner

By: Hines Management, L.L.C., a Delaware limited  
liability company, its sole general partner

By: Hines Interests Limited Partnership, a Delaware  
limited partnership, its sole member

By: Hines Holdings, Inc., a Texas corporation, its sole  
general partner

  
Name Printed: SUZANNE RITTER  
  
Name Printed: DOUG MORELAND

By:   
Title: MICHAEL T. HARRISON  
SENIOR VICE PRESIDENT

Date: April 13, 2005

STATE OF Georgia }

COUNTY OF Cobb }

The foregoing instrument was acknowledged before me this 13 day of April, 2005, by Michael T. Harrison, the Sr. Vice President of Hines Holdings, Inc., a Texas corporation (the ACompany@), as general partner of Hines Interests Limited Partnership, a Delaware limited partnership (AHILP@), which in turn is the sole member of Hines Management, L.L.C., a Delaware limited liability company (the ALLC@), which in turn is the sole general partner of Hines/Marshall Creek, Ltd., a Florida limited partnership (the AGP@), which in turn is the sole general partner of Marshall Creek, Ltd., a Florida limited partnership, on behalf of the Company, HILP, the LLC, the GP and the Partnership.

Margaret A. Ramirez  
(Print Name) Margaret A. Ramirez  
NOTARY PUBLIC, State of Georgia  
Commission # \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_  
Personally Known  or  
Produced I.D. \_\_\_\_\_  
[check one of the above]  
Type of Identification Produced \_\_\_\_\_

Notary Public, Cobb County, Georgia  
My Commission Expires February 13, 2009



**EXHIBIT A**

Marshall Creek DRI Unit EV-1 according to the plat thereof as recorded in Map Book 53, Pages 71 through 81 of the public records of St. Johns County, Florida.



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(5)

Public Records of  
St. Johns County, FL  
Clerk # 2005030443,  
O.R. 2421 PG 1302-1306  
04/22/2005 at 02:51 PM,  
REC. \$21.00 SUR. \$23.00

Public Records of  
St. Johns County, FL  
Clerk # 2005039524,  
O.R. 2443 PG 198-202  
05/23/2005 at 02:56 PM,  
REC. \$21.00 SUR. \$23.00

THIS DOCUMENT PREPARED  
BY AND RETURN TO:

THOMAS M. JENKS, ESQ.  
PAPPAS METCALF JENKS & MILLER, P.A.  
245 RIVERSIDE AVENUE, SUITE 400  
JACKSONVILLE, FLORIDA 32202

RET

**SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS  
FOR PALENCIA RESIDENTIAL LOTS  
(Marshall Creek DRI Unit EV-1)**

THIS SUPPLEMENTAL DECLARATION is made effective April 13, 2005,  
by **MARSHALL CREEK LTD.**, a Florida limited partnership (the "Developer").

**WITNESSETH:**

**WHEREAS**, the Developer is the owner of certain real property more particularly described on the attached Exhibit A (the "Property"); and

**WHEREAS**, the Declaration of Covenants, Conditions and Restrictions for Palencia Residential Lots has been recorded in Official Records Book 1666, at page 831, and amended in Official Records Book 1706, at page 727, and Official Records Book 1762, at page 815, all of the public records of St. Johns County, Florida, (together, the "Declaration"); and

**WHEREAS**, the Developer desires to subject the Property to all of the terms, conditions and provision contained in the Declaration as provided for under the terms of Section 3.2 of the Declaration, and to subject the Property to certain additional use restrictions as more particularly described in this Supplemental Declaration.

**NOW THEREFORE**, the Developer hereby declares that:

1. All capitalized terms contained in this Supplemental Declaration shall have the same meanings as such terms are defined by the Declaration.
2. All of the Property and any portion thereof shall be held, transferred, sold and conveyed and occupied subject to all covenants, restrictions, easements, charges and liens and all other matters as set forth in the Declaration as amended from time to time. In the event of conflict between the Declaration and this Supplemental Declaration, this Supplemental Declaration shall control.
3. No dock, pier or similar over-water or over-marsh structure that extends into the waters of the Tolomato River shall be constructed upon or connected with any Lot within the Property. Without the Developer's prior written approval, which may be granted or withheld in the Developer's sole discretion, and subject to the permitting ~~requests~~ *requirements* of all agencies having jurisdiction, including without limitation the St. Johns River Water Management District, no other dock, pier or similar over-water or over-marsh structure shall be constructed upon or connected with any Lot or other parcel within the Property.

{00114481.DOC.}  
Rev. 09/22/03

Note: This Supplemental Declaration is being re-recorded solely to correct scrivener's errors.

4. With respect to the portion of the Property referred to on Exhibit "A" as Marshall Creek DRI Unit EV-1, each Owner shall maintain all gutters, pipes, drains and other drainage structures located within the boundary of such Owner's Lot, except that any ponds, retention areas and bulkheads associated therewith shall be maintained, repaired and replaced by the CDD or the Association. In the event that an Owner shall fail to properly maintain such drainage structures, the CDD or the Association shall have the right to perform such drainage at the Owner's expense, which expense may be collected in the manner described by Article IV of the Declaration.

5. The restrictions on the Property set forth in paragraphs 3 and 4 of this Supplemental Declaration shall have the same force and effect as each of the restrictions contained in the Declaration, and may be enforced against the Property, and all owners of any Lots located therein, in the same manner as each of the restrictions contained in the Declaration may be enforced.

6. Except as specifically supplemented and amended hereby, the Declaration shall remain in full force and effect as originally executed and recorded.

7. This Supplemental Declaration shall become effective upon its recordation in the public records of St. Johns County, Florida.

**IN WITNESS WHEREOF**, the Developer has caused this instrument to be duly executed as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:


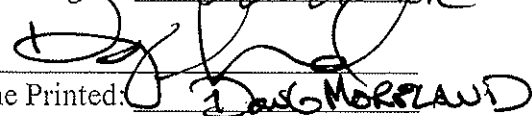
**MARSHALL CREEK, LTD.**, a Florida limited  
partnership

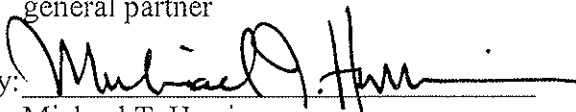
By: Hines/Marshall Creek, Ltd., a Florida limited  
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By: Hines Management, L.L.C., a Delaware limited  
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By: Hines Interests Limited Partnership, a Delaware  
limited partnership, its sole member

By: Hines Holdings, Inc., a Texas corporation, its sole  
general partner

  
Name Printed: SUZANNE RITTER  
  
Name Printed: DOUG MORLAND

By:   
Michael T. Harrison  
Senior Vice President

Date: April 13, 2005





**EXHIBIT A**

**The Property**

Marshall Creek DRI Unit EV-1 according to the plat thereof as recorded in Map Book 53, Pages 71 through 81 of the public records of St. Johns County, Florida.

