

PALENCIASM
A Story of Discovery, Exploration, and Settlement

SUPPLEMENTAL DECLARATION OF
COVENANTS & RESTRICTIONS

VC-II
Village Center II

5
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# 04-018630
O.R. 2158 PG 114
03:58PM 03/17/2004
REC \$21.00 SUR \$3.00

In!
RET →

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS
FOR PALENCIA
(VILLAGE CENTER UNIT TWO)

THIS SUPPLEMENTAL DECLARATION is made effective February 19, 2004
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.

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

Suzanne Ritter
Name Printed: SUZANNE RITTER

Gerik Kessler
Name Printed: GERIK KESSLER

By: Michael T. Harrison
Title: Senior Vice President

Date: February 19, 2004

MT WW

STATE OF Georgia }
 COUNTY OF Cobb }

The foregoing instrument was acknowledged before me this 19 day of February, 2004, by Michael T. Harrison, the Sr. Vice President of Hines Holdings, Inc., a Texas corporation (the "Company"), as general partner of Hines Interests Limited Partnership, a Delaware limited partnership ("HILP"), which in turn is the sole member of Hines Management, L.L.C., a Delaware limited liability company (the "LLC"), which in turn is the sole general partner of Hines/Marshall Creek, Ltd., a Florida limited partnership (the "GP"), 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 GA
 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, 2005

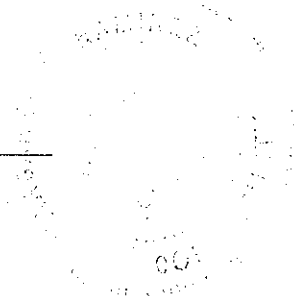


EXHIBIT A

Marshall Creek DRI Village Center Unit Two, according to the plat thereof as recorded in Map Book 49, Pages 28 through 30 of the public records of St. Johns County, Florida.

4738

Public Records of
St. Johns County, FL
Clerk# 04-018628
O.R. 2158 PG 104
03:58PM 03/17/2004
REC \$21.00 SUR \$3.00

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

INC →
RET

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS
FOR PALENCIA RESIDENTIAL LOTS
(VILLAGE CENTER UNIT TWO)

THIS SUPPLEMENTAL DECLARATION is made effective February 19, 2004,
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.

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.

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

Suzanne Ritter
Name Printed: SUZANNE RITTER

Geri Ressler
Name Printed: GERI RESSLER

By: Michael T. Harrison
Title: Senior Vice President

Date: February 19, 2004 MP (WR)

STATE OF Georgia }
 COUNTY OF Cobb }

The foregoing instrument was acknowledged before me this 19 day of February, 2004, by Michael T. Harrison, the Sr. Vice President of Hines Holdings, Inc., a Texas corporation (the "Company"), as general partner of Hines Interests Limited Partnership, a Delaware limited partnership ("HILP"), which in turn is the sole member of Hines Management, L.L.C., a Delaware limited liability company (the "LLC"), which in turn is the sole general partner of Hines/Marshall Creek, Ltd., a Florida limited partnership (the "GP"), 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 GA
 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, 2005

EXHIBIT A

The Property

Lots 1 through 11 of Marshall Creek DRI Village Center Unit Two, according to the plat thereof as recorded in Map Book 49, Pages 28 through 30 of the public records of St. Johns County, Florida.

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, **BRANCH BANKING AND TRUST COMPANY**, the mortgagee under that certain Amended and Restated Mortgage, Security Agreement and Fixture Filing dated February 25, 2004, and recorded in Official Records Book 2145, page 1740, of the public records of St. Johns County, Florida hereby consents and joins in the foregoing Supplemental Declaration of Covenants and Restrictions for Palencia Residential Lots.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 8th day of March, 2004.

Signed, sealed and delivered
in the presence of:

MORTGAGEE:

BRANCH BANKING AND TRUST COMPANY

Debra G. Cain
Debra G. Cain
(Print Name)

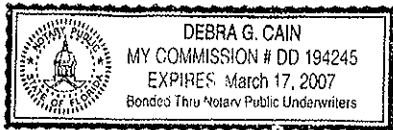
By: John R. Lamb
John R. Lamb
(Print Name)

Sarah M. Colley
Sarah M. Colley
(Print Name)

Its: Vice President

STATE OF FLORIDA }
COUNTY OF Duval }SS

The foregoing instrument was acknowledged before me this 8th day of March, 2004, by John R. Lamb as Vice President of **BRANCH BANKING AND TRUST COMPANY**, on behalf of the Bank.



Debra G. Cain
(Print Name Debra G. Cain)

NOTARY PUBLIC
State of Florida at Large
Commission # 194245
My Commission Expires:
Personally known L
or Produced I.D. _____
[check one of the above]

Type of Identification Produced

2
E
THIS DOCUMENT PREPARED
BY AND RETURN TO:

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

In: REF →
**SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR
PALENCIA RESIDENTIAL LOTS – ADDITIONAL TERMS, CONDITIONS AND
RESTRICTIONS
(VILLAGE CENTER UNIT TWO)**

THIS SUPPLEMENTAL DECLARATION is made effective February 19, 2004,
by **MARSHALL CREEK, LTD.**, a Florida limited partnership (“Developer”).

WITNESSETH:

WHEREAS, the Developer is the owner of certain real property more particularly
described on Exhibit A attached hereto and made a part hereof (the “Village Center Unit Two”);
and

WHEREAS, the Property has been subjected to the Declaration of Covenants,
Conditions and Restrictions for Palencia Residential Lots recorded in Official Records Book
1666, at page 831, as amended (the “Declaration”), by Supplemental Declaration recorded in
Official Record Book 49, at page 28, both of the public records of St. Johns County,
Florida; and

WHEREAS, pursuant to Section 6.3 of the Declaration, the Developer desires to subject
the Property to certain additional terms, conditions and restrictions.

NOW THEREFORE, the Developer hereby declares that:

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

2. All landscape maintenance within the front and rear yards of Lots 1 through 11
located within Village Center Unit Two shall be performed by the Association in the manner and
frequency as shall be determined by the Association’s Board of Directors in its sole discretion,
provided however, all such landscape maintenance shall be performed in accordance with good
landscape management practices. Landscape maintenance within courtyards and similar areas
shall be performed by and at the expense of the applicable Lot Owners. The cost of landscape
maintenance performed by the Association shall be funded by Area Assessments, as such term is
defined by Section 5.4 of the Declaration of Covenants and Restrictions for Palencia, recorded in
Official Records Book 1666, at page 803 of the public records of St. Johns County, Florida (the
“Master Declaration”). Such Area Assessments shall be levied by the Association Lots 1
through 11 located within Village Center Unit Two.

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.

Signed, sealed and delivered
in the presence of:

Suzanne Ritter
Name Printed: SUZANNE RITTER

Geri Ressler
Name Printed: GERI RESSLER

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

By: Michael T. Harrison
Michael T. Harrison
Title: Senior Vice President
Date: February 19, 2004

WW MT

STATE OF Georgia)
)
 COUNTY OF Cobb)

The foregoing instrument was acknowledged before me this 19 day of February, 2004, by Michael T. Harrison, the Sr. Vice President of Hines Holdings, Inc., a Texas corporation (the "Company"), as general partner of Hines Interests Limited Partnership, a Delaware limited partnership ("HILP"), which in turn is the sole member of Hines Management, L.L.C., a Delaware limited liability company (the "LLC"), which in turn is the sole general partner of Hines/Marshall Creek, Ltd., a Florida limited partnership (the "GP"), 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 GA
 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, 2005



EXHIBIT A

Lots 1 through 11 of Marshall Creek DRI Village Center Unit Two, as more particularly described by the plat thereof recorded in Map Book 49, Pages 28 through 30 of the public records of St. Johns County, Florida.

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, **BRANCH BANKING AND TRUST COMPANY**, the mortgagee under that certain Amended and Restated Mortgage, Security Agreement and Fixture Filing dated February 25, 2004, and recorded in Official Records Book 2145, page 1740, of the public records of St. Johns County, Florida hereby consents and joins in the foregoing Supplemental Declaration of Covenants and Restrictions for Palencia Residential Lots.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 8th day of March, 2004.

Signed, sealed and delivered
in the presence of:

MORTGAGEE:

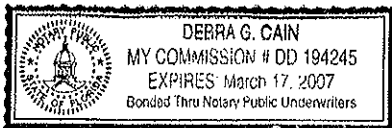
BRANCH BANKING AND TRUST COMPANY

Debra G. Cain
Debra G. Cain
(Print Name)
Sarah M. Colley
SARAH M. COLLEY
(Print Name)

By: John R. Lamb
John R. Lamb
(Print Name)
Its: Vice President

STATE OF FLORIDA }
COUNTY OF Duval }SS

The foregoing instrument was acknowledged before me this 8th day of March, 2004, by John R. Lamb as Vice President of **BRANCH BANKING AND TRUST COMPANY**, on behalf of the Bank.



Debra G. Cain
(Print Name Debra G. Cain)
NOTARY PUBLIC
State of Florida at Large
Commission # DD 194245
My Commission Expires:
Personally known ✓
or Produced I.D. _____
[check one of the above]

Type of Identification Produced

1
5

Public Records of
St. Johns County, FL
Clerk# 04-065569
O.R. 2270 PG 1387
04:48PM 08/30/2004
REC \$21.00 SUR \$23.00

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

IN:
RET →

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS
FOR PALENCIA
(VILLAGE CENTER UNIT TWO-A, VILLAGE CENTER UNIT THREE,
AND VILLAGE CENTER UNIT FOUR)

THIS SUPPLEMENTAL DECLARATION is made effective August 13,
2004 by **MARSHALL CREEK, LTD.**, a Florida limited partnership (the ADeveloper@).

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.

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

By: Michael T. Harrison
Title: Senior Vice President

Date: August 13, 2004 ^{MT}

Chehalis A. Pitman
Name Printed: CHEHALIS A. PITMAN

Kim M. Kremer
Name Printed: KIM M. KREMER

STATE OF: Georgia }
 COUNTY OF Cobb }

The foregoing instrument was acknowledged before me this 13 day of August, 2004, 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 GA
 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, 2005



EXHIBIT A

Marshall Creek DRI Village Center Unit Two-A, according to the plat thereof as recorded in Map Book 51, Pages 17 through 18 of the public records of St. Johns County, Florida, Marshall Creek DRI Village Center Unit Three, according to the plat thereof as recorded in Map Book 51, Pages 19 through 20 of the public records of St. Johns County, Florida, and Marshall Creek DRI Village Center Unit Four, according to the plat thereof as recorded in Map Book 51, Pages 4 through 6 of the public records of St. Johns County, Florida,

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, **BRANCH BANKING AND TRUST COMPANY**, the mortgagee under that certain Amended and Restated Mortgage, Security Agreement and Fixture Filing dated February 25, 2004, and recorded in Official Records Book 2145, page 1740, of the public records of St. Johns County, Florida hereby consents and joins in the foregoing Supplemental Declaration of Covenants and Restrictions for Palencia.

IN WITNESS WHEREOF, this Consent and Joinder is executed by the undersigned this 27th day of August, 2004.

Signed, sealed and delivered
in the presence of:

MORTGAGEE:

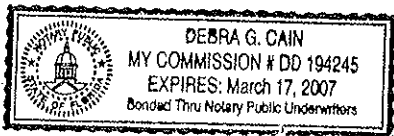
BRANCH BANKING AND TRUST COMPANY

Debra G. Cain
Debra G. Cain
(Print Name)
Debra K Hamilton
Debra K Hamilton
(Print Name)

By: John R Lamb
John R. Lamb
(Print Name)
Its: Vice President

STATE OF FLORIDA }
COUNTY OF DeKalb }SS

The foregoing instrument was acknowledged before me this 27 day of August, 2004, by John R. Lamb as Vice President of **BRANCH BANKING AND TRUST COMPANY**, on behalf of the Bank.



Debra G. Cain
(Print Name Debra G. Cain)
NOTARY PUBLIC
State of Florida at Large
Commission # DD 194245
My Commission Expires:
Personally known
or Produced I.D. _____
[check one of the above]

Type of Identification Produced

6
(LL)
THIS DOCUMENT PREPARED
BY AND RETURN TO:

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

In 7
RE?

AMENDED AND RESTATED SUPPLEMENTAL DECLARATION
OF COVENANTS AND RESTRICTIONS FOR PALENCIA
(VILLAGE CENTER UNIT TWO)

THIS AMENDED AND RESTATED SUPPLEMENTAL DECLARATION is made effective October 20, 2004 by **MARSHALL CREEK, LTD.**, a Florida limited partnership (the "Developer").

W I T N E S S E T H :

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.

WHEREAS, the Developer desires to subject the Property to certain additional terms, conditions and restrictions as provided for under the terms of Section 6.3 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. For purposes of Article V of the Declaration, all live-work dwelling units constructed within the Property shall be deemed to be Residential Dwelling Units.

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

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

6. This Amended and Restated Supplemental Declaration shall amend, restate, and completely supercede that certain Supplemental Declaration of Covenants and Restriction for Palencia (Village Center Unit Two) recorded in Official Records Book 2158, at page 114 of 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:

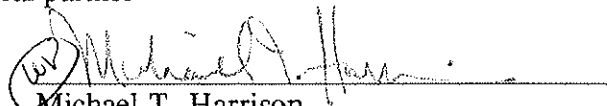
MARSHALL CREEK, LTD., a Florida limited
partnership

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

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

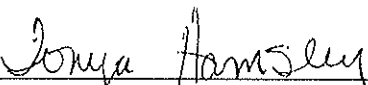
By: Hines Interests Limited Partnership, a Delaware
limited partnership, its sole member

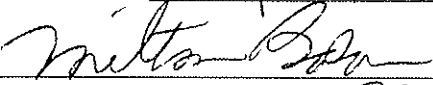
By: Hines Holdings, Inc., a Texas corporation, its sole
general partner

By: 
Michael T. Harrison

Title: Senior Vice President

Date: October 12, 2004


Name Printed: Tonya Hamsley


Name Printed: MILTON BAKER

STATE OF ~~FLORIDA~~ Georgia }
COUNTY OF Cobb }

The foregoing instrument was acknowledged before me this 12th day of October, 2004, by Michael T. Harrison the Senior Vice President of Hines Holdings, Inc., a Texas corporation (the "Company"), as general partner of Hines Interests Limited Partnership, a Delaware limited partnership ("HILP"), which in turn is the sole member of Hines Management, L.L.C., a Delaware limited liability company (the "LLC"), which in turn is the sole general partner of Hines/Marshall Creek, Ltd., a Florida limited partnership (the "GP"), 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 ~~Florida~~ GA
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, 2005

EXHIBIT A

TRACT E AND A PORTION OF TRACT F, MARSHALL CREEK DRI VILLAGE CENTER UNIT TWO, ACCORDING TO MAP THEREOF RECORDED IN MAP BOOK 49, PAGES 28 THROUGH 30 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, SAID PORTION OF TRACT F BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR THE POINT OF BEGINNING COMMENCE AT THE MOST NORTHERLY CORNER OF SAID TRACT F; THENCE SOUTH 88°32'12" EAST, ALONG THE NORTHERLY BOUNDARY OF SAID TRACT F, 7.39 FEET; THENCE SOUTH 45°00'00" EAST, 92.14 FEET TO THE SOUTHERLY BOUNDARY OF SAID TRACT F; THENCE THE FOLLOWING COURSES ALONG THE BOUNDARY OF SAID TRACT F; NORTH 90°00'00" WEST, 4.24 FEET; THENCE SOUTH 45°00'00" WEST, 217.50 FEET; THENCE SOUTH 90°00'00" WEST, 14.14 FEET; THENCE NORTH 45°00'00" WEST, 8.50 FEET; THENCE NORTH 00°00'00" WEST, 20.51 FEET; THENCE NORTH 45°00'00" WEST, 51.50 FEET; THENCE NORTH 00°00'00" WEST, 14.14 FEET; THENCE NORTH 45°00'00" EAST, 200.91 FEET TO THE POINT OF BEGINNING.

THIS DOCUMENT PREPARED
BY AND RETURN TO:

THOMAS M. JENKS, ESQ.
PAPPAS METCALF JENKS & MILLER, P.A.
245 RIVERSIDE AVENUE, SUITE 400
JACKSONVILLE, FL 32202-4926

Public Records of
St. Johns County, FL
Clerk # 2005029510,
O.R. 2419 PG 964-968
04/19/2005 at 03:36 PM,
REC. \$21.00 SUR. \$23.00

SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS
FOR PALENCIA RESIDENTIAL LOTS
(WITHDRAWAL OF VILLAGE CENTER UNITS ONE AND TWO - ADDITIONAL
PARCELS)

THIS SUPPLEMENTAL DECLARATION is made effective April 12th, 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 "Withdrawn 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 withdraw the Withdrawn Property from all of the terms, conditions and provision contained in the Declaration as provided for under the terms of Section 3.3 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 Withdrawn Property is being withdrawn from the terms and effect of all covenants, restrictions, easements, charges and liens and all other matters as set forth in the Declaration. The Declaration shall hereafter be of no further force and effect whatsoever with respect to the Withdrawn Property.

3. 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 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

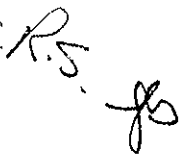
By: Hines Holdings, Inc., a Texas corporation,
its sole general partner


Name Printed: Carla Marie Wigs


Name Printed: Margaret A. Ramirez

By: 
MICHAEL T. HARRISON
Title: SENIOR VICE PRESIDENT

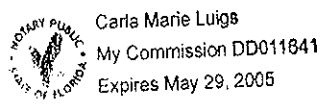
Date: April 12, 2005



STATE OF FLORIDA }
COUNTY OF St. Johns }

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

Carla Marie Luigs
(Print Name Carla Marie Luigs)
NOTARY PUBLIC, State of Florida
Commission # DD011641
My Commission Expires: _____
Personally Known or Produced I.D. _____
[check one of the above]



Type of Identification Produced

EXHIBIT A

The Withdrawn Property

A PORTION OF MIDWAY STREET, AS SHOWN ON PLAT OF MARSHALL CREEK DRI VILLAGE CENTER UNIT ONE, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 43, PAGES 74 AND 75 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND ON PLAT OF MARSHALL CREEK DRI VILLAGE CENTER UNIT TWO, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 49, PAGES 28 THROUGH 30 OF SAID PUBLIC RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR THE POINT OF BEGINNING COMMENCE AT THE MOST SOUTHERLY CORNER OF TRACT E, SAID MARSHALL CREEK DRI VILLAGE CENTER UNIT TWO, THE SAME BEING A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF AFOREMENTIONED MIDWAY STREET (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE THE FOLLOWING (2) COURSES ALONG SAID NORTHWESTERLY RIGHT-OF-WAY LINE, THE SAME BEING THE SOUTHEASTERLY BOUNDARY OF SAID TRACT E: COURSE (1) - NORTH 45°00'00" EAST, 341.36 FEET; COURSE (2) - NORTH 00°00'00" WEST, 22.63 FEET; THENCE SOUTH 45°00'00" EAST, 21.00 FEET; THENCE SOUTH 45°00'00" WEST, 357.36 FEET; THENCE NORTH 45°00'00" WEST, 5.00 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH:

PARCEL "A"

A PORTION OF TRACT H, AS SHOWN ON PLAT OF MARSHALL CREEK DRI VILLAGE CENTER UNIT TWO, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 49, PAGES 28 THROUGH 30 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

FOR A POINT OF REFERENCE, COMMENCE AT THE MOST SOUTHERLY CORNER OF TRACT E, SAID MARSHALL CREEK DRI VILLAGE CENTER UNIT TWO, THE SAME BEING A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY OF LINE OF CENTRAL STREET (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 45°00'00" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, THE SOUTHWESTERLY BOUNDARY OF SAID TRACT E, THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF MARKET STREET (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED) AND THE SOUTHWESTERLY LINE OF TRACT F OF SAID MARSHALL CREEK DRI VILLAGE CENTER UNIT TWO, A DISTANCE OF 188.20 FEET; THENCE NORTH 00°00'00" EAST, CONTINUING ALONG SAID SOUTHEASTERLY LINE OF TRACT F, A DISTANCE OF 20.51 FEET; THENCE NORTH 45°00'00" WEST, CONTINUING ALONG SAID SOUTHWESTERLY LINE OF TRACT F, A DISTANCE OF 51.50 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 45°00'00" WEST, DEPARTING SAID SOUTHWESTERLY LINE OF TRACT F, A DISTANCE OF 10.00 FEET; THENCE NORTH 45°00'00" EAST, A DISTANCE OF 10.00 FEET TO THE SOUTHWESTERLY LINE OF SAID TRACT F; THENCE SOUTH 00°00'00" WEST, ALONG SAID SOUTHWESTERLY LINE OF TRACT F, 14.14 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH:

PARCEL "B"

A PORTION OF MARKET STREET, AS SHOWN ON PLAT OF MARSHALL CREEK DRI VILLAGE CENTER UNIT TWO, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 49, PAGES 28 THROUGH 30 OF SAID PUBLIC RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

FOR A POINT OF REFERENCE, COMMENCE AT THE MOST SOUTHERLY CORNER OF TRACT E, SAID MARSHALL CREEK DRI VILLAGE CENTER UNIT TWO, THE SAME BEING A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY LINE OF CENTRAL STREET (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 45°00'00" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, THE SOUTHWESTERLY BOUNDARY OF SAID TRACT E AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF MARKET STREET (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 169.69 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 45°00'00" WEST, CONTINUING ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF MARKET STREET AND THE SOUTHERLY RIGHT-OF-WAY LINE OF CENTRAL STREET, A DISTANCE OF 10.00 FEET; THENCE NORTH 90°00'00" EAST, DEPARTING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF MARKET STREET, A DISTANCE OF 14.14 FEET; THENCE SOUTH 45°00'00" WEST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH:

PARCEL "C"

A PORTION OF MARKET STREET, AS SHOWN ON PLAT OF MARSHALL CREEK DRI VILLAGE CENTER UNIT TWO, ACCORDING TO PLAT THEREOF RECORDED IN MAP BOOK 49, PAGES 28 THROUGH 30 OF SAID PUBLIC RECORDS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

FOR A POINT OF REFERENCE, COMMENCE AT THE MOST SOUTHERLY CORNER OF TRACT E, SAID MARSHALL CREEK DRI VILLAGE CENTER UNIT TWO, THE SAME BEING A POINT ON THE NORTHEASTERLY RIGHT-OF-WAY OF CENTRAL STREET (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED); THENCE NORTH 45°00'00" WEST, ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE, AND THE SOUTHWESTERLY BOUNDARY OF SAID TRACT E, A DISTANCE OF 76.69 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 45°00'00" WEST, CONTINUING ALONG SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF CENTRAL STREET AND THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF MARKET STREET (A VARIABLE WIDTH RIGHT-OF-WAY AS NOW ESTABLISHED), A DISTANCE OF 10.00 FEET; THENCE NORTH 45°00'00" EAST, DEPARTING SAID NORTHEASTERLY RIGHT-OF-WAY LINE OF CENTRAL STREET AND SAID SOUTHWESTERLY RIGHT-OF-WAY LINE OF MARKET STREET, A DISTANCE OF 10.00 FEET TO THE SOUTHWESTERLY LINE OF SAID TRACT E; THENCE SOUTH 00°00'00" WEST, ALONG SAID SOUTHWESTERLY LINE OF TRACT E, A DISTANCE OF 14.14 FEET TO THE POINT OF BEGINNING.