

PALENCIASM
A Story of Discovery, Exploration, and Settlement

SUPPLEMENTAL DECLARATION OF
COVENANTS & RESTRICTIONS

VC-III
Village Center III

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

HIM M. KREMER
Name Printed: HIM 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:

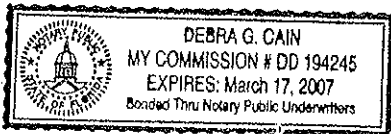
BRANCH BANKING AND TRUST COMPANY

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 DeWald } 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

2
(5)

3

Public Records of
St. Johns County, FL
Clerk# 04-065570
O.R. 2270 PG 1392
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

JM? →
RE↑

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

THIS SUPPLEMENTAL DECLARATION is made effective August 12, 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
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. All landscape maintenance within the front and rear yards of Lots 1 through 15
located within Marshall Creek DRI Village Center Unit Three and Lots 1 through 30 located
within Marshall Creek DRI Village Center Unit Four 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 on Lots 1 through 30 located within the Property.

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.

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:

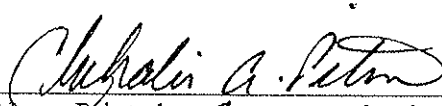
MARSHALL CREEK, LTD., a Florida limited partnership

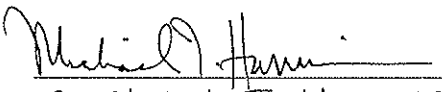
By: Hines/Marshall Creek, Ltd., a Florida limited partnership, its sole general partner


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: CHEHALIS A. PITMAN

By: 
Title: Senior Vice President


Name Printed: KIM M. KREMER

Date: August 13, 2004

STATE OF ~~FLORIDA~~ 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 "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

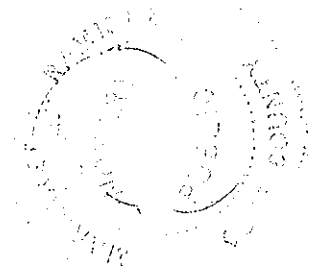


EXHIBIT A

The Property

All of 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 all of 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 Residential Lots.

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

Signed, sealed and delivered
in the presence of:

MORTGAGEE:

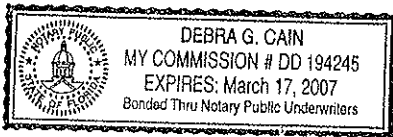
BRANCH BANKING AND TRUST COMPANY

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 }
 }SS
COUNTY OF Duval }

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 # _____
My Commission Expires:
Personally known ✓
or Produced I.D. _____
[check one of the above]

Type of Identification Produced
