

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, RESTRICTIONS,
CONDITIONS AND EASEMENTS OF
HARBOUR ISLAND AT MARSH LANDING
AND
PARTIAL ASSIGNMENT OF DEVELOPER'S RIGHTS

(HARBOUR ISLAND ESTATES II)**

This Supplemental Declaration to Declaration of Covenants, Restrictions, Conditions and Easements of Harbour Island at Marsh Landing and Partial Assignment of Developer's Rights (Harbour Island II) ("Supplemental Declaration") is dated this ___ day of July 2003, by **FLETCHER REALTY III, INC.**, a Florida corporation ("Developer") and made effective as set forth in Recital I. of this Supplemental Declaration.

RECITALS

A. The Developer is the developer of certain real property referred to as "Harbour Island", which real property is located within a planned residential community located in St. Johns County, Florida, commonly referred to as "Harbour Island at Marsh Landing".

B. The real property located within Harbour Island at Marsh Landing is subject to all of the terms and conditions set forth in the Declaration of Covenants, Restrictions, Conditions and Easements of Harbour Island at Marsh Landing dated April 22, 1993 and recorded on June 23, 1993 at Official Records Book 997, page 1273 of the public records of St. Johns County, Florida, as amended by that certain First Amendment to Declaration of Covenants, Restrictions and Easements of Harbour Island at Marsh Landing dated November 5th, 1993 and recorded on March 3, 1994 at Official Records Book 1040, page 1440 of the public records of St. Johns

County, Florida, as amended by that certain Second Amendment to Declaration of Covenants, Restrictions and Easements of Harbour Island at Marsh Landing dated January 10, 1996 and recorded on February 14, 1996 at Official Records Book 1155, page 384 of the public records of St. Johns County, Florida, as amended by that certain Third Amendment to Declaration of Covenants, Restrictions and Easements of Harbour Island at Marsh Landing dated April 24, 1997 and recorded on June 17, 1994 at Official Records Book 1246, page 477 of the public records of St. Johns County, Florida, as amended by that certain Fourth Amendment to Declaration of Covenants, Restrictions and Easements of Harbour Island at Marsh Landing dated March 12, 1998 and recorded on April 1, 1998 at Official Records Book 1307, page 996 of the public records of St. Johns County, Florida, as further amended and as supplemented from time to time (collectively, the "Declaration").

C. Article XVI, Section XVI.1 of the Declaration provides that "the Developer may, without the consent of either the Association, any Owner or Institutional Mortgagee being required, make Additional Property a part of the Property, subject to this Declaration, and the owners of Lots included in the Additional Property members of the Association."

D. The real property described in Exhibit "A" attached hereto, hereinafter referred to as "Harbour Island II" or the "Harbour Island II Property", is land which is adjacent to or contiguous with the Property (as defined in the Declaration) or is owned by Developer or a designee of Developer and is located such that if the land is annexed by declaration of its owner or by the Developer, it shall form an integrated community with the Property. As such, the Harbour Island II Property is included within the definition of "Additional Property" set forth in Article I, Section I.1 of the Declaration.

E. In accordance with Article XVI of the Declaration, the Developer desires to include Harbour Island II as a part of Harbour Island at Marsh Landing, subject to all of the terms and conditions set forth in the Declaration.

F. Pursuant to Article XVII, Section XVII.3, "as long as the Developer owns a Lot, the Developer reserves the right, without consent or joinder of any Owner, Mortgagee or the Association, to amend [the] Declaration:[and]...to include in any Supplemental Declaration...[and] any additional covenants, restrictions or easements applicable to the Property which do not lower the standards of the covenants, restrictions or easements contained in [the] Declaration...."

G. In accordance with Article XVII, Section XVII.3, Developer desires to amend the Declaration as to the Harbour Island II property only as set forth in this Supplemental Declaration to impose certain additional covenants, restrictions and easements on the Harbour Island II Property.

H. This Supplemental Declaration is joined in and consented to by Harbour Island North, L.L.C., a Florida limited liability company ("Harbour Island North") to accept the assignment set forth in Section 4 of this Supplemental Declaration.

I. The terms and conditions of this Supplemental Declaration shall be made effective at such time as Developer, Harbour Island North or their designee records in the public records of St. Johns County, Florida, a notice that a plat for the Harbour Island II Property described in Exhibit "A" attached hereto, has been approved and recorded in St. Johns County, Florida. At such time as the notice of plat recording is recorded, this Supplemental Declaration shall become effective without any consent or joinder being required by Harbour Island Homeowners Association, Inc. or any other party.

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 Harbour Island II Property.

(a) The definition of the term "Property" contained in Article I, Section 1.1 of the Declaration is expanded to include the Harbour Island II Property, which property is more specifically described in Exhibit "A" attached hereto.

(b) The Developer declares that Harbour Island II 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 Harbour Island II and shall be binding upon and inure to the benefit of all persons having and/or acquiring any right, title or interest in Harbour Island II or any portion thereof.

(c) Developer and Harbour Island North acknowledge and agree that at such time as the Harbour Island II Property is developed the

Harbour Island II Property will be developed with not more than twenty-eight (28) single family Lots, with each Lot having a maximum of one detached single-family residence and one guest house, as described in Section 3(b) of this Supplemental Declaration.

(d) Developer and Harbour Island North acknowledge and agree that no condominium or multi-family dwelling project or units will be constructed on the Harbour Island II Property

3. Covenants, Easements, Restrictions Affecting Harbour Island II.

(a) **Harbour Island II Assessments.** With respect to Harbour Island II, the following paragraph is added to Article IV of the Declaration as paragraph IV.3.1:

"IV.3.1 Payment by Developer of Harbour Island II. The Developer of Harbour Island II agrees to pay a one time fee to the Harbour Island Homeowners Association, Inc. in the amount of \$5,000.00 per Lot at the closing of the sale of the Lot from the Developer of Harbour Island II."

(b) **Building Type.** With respect to Harbour Island II, Section V.6(a) of the Declaration is amended and restated in its entirety as follows:

"(a) Building Type. No Dwelling Unit may be erected, altered, placed or permitted to remain on any Lot which is in Harbour Island II 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 Harbour Island II, 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

Island II, 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 Harbour Island II other than one detached single-family residence containing not less than one thousand two hundred (1,200) square feet or more than one thousand eight hundred (1,800) 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 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."

(c) **Set Back Restrictions.** With respect to Harbour Island II, Section V.6(c) of the Declaration is amended and restated in its entirety as follows:

"(c) **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 Harbour Island II 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 Harbour Island II. The setback restrictions will be consistent with the setback requirements currently in effect for Harbour Island Estates (as set forth in the Declaration)."

(d) **Roofs.** With respect to Harbour Island II, Section V.6(e) of the Declaration is amended and restated in its entirety as follows:

"(e) **Roofs.** All roofs on Dwelling Units and Guest Houses in Harbour Island II 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."

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 seven (7.0) 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 eighteen inches (18") 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 inches (6") 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. "

(f) **Garages and Automobile Storage.** With respect to Harbour Island II, Section V.6(h) of the Declaration is amended and restated in its entirety as follows:

"(h) **Garages and Automobile Storage.** In addition to the requirements stated in Paragraph V.6(a) 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."

(g) **Antenna.** With respect to Harbour Island II, Section V.6(v) of the Declaration is amended and restated in its entirety as follows:

"(v) 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."

(h) **Developer's Easement to Correct Drainage.** With respect to the Harbour Island II Property only, the easements reserved in Section VII.2 of the Declaration regarding the Developer's right to correct drainage of surface waters and other erosion controls, shall survive the turnover of control of the Association to the Class A and C Members (i.e. termination of the Class B Member).

(i) **Conservation Easement.** The Developer and Harbour Island North and their designee reserve the right to grant any and all necessary conservation easements over the Harbour Island II Property as may be required by the St. Johns River Water Management District.

(j) **Plat Easements.** With respect to the Harbour Island II Property, Section VII.9 is added to the Declaration as follows:

"VII.9 Plat Easements. The Harbour Island II Property is subject to all easements shown on the plat recorded or to be recorded for Harbour Island II."

(k) **Vegetative Natural Buffer.** The Developer and Harbour Island North and their designee reserve the right to reserve and create any and all necessary vegetative natural buffers over the Harbour Island II Property as may be required by the St. Johns River Water Management District and/or St. Johns County.

4. Partial Assignment of Developer's Rights.

(a) Developer assigns and transfers to Harbour Island North all of Developer's rights, authority and powers as Developer under the Declaration with respect to the Harbour Island II Property, including without limitation the right to amend this supplemental declaration to revise or supplement any information contained in this Supplemental Declaration, such as the legal description for the Harbour Island II property or create additional easements, conditions or restrictions affecting the Harbour Island II property; provided however that Harbour Island North does not have the right to change the density requirements, height restrictions or single family use limitations affecting the Harbour Island II Property.

(b) Effective as of the effective date of this Supplemental Declaration, Harbour Island North assumes all the duties and obligations as Developer under the Declaration with respect to the Harbour Island II 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 Harbour Island II Property and shall be binding upon all parties and all persons claiming any interest therein in accordance with Article XVII, Section XVII.5 of the Declaration.

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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

FLETCHER REALTY III, INC., a Florida corporation

Bobbie J. Pillmore
Name: Bobbie J. Pillmore

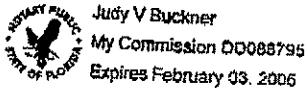
By: Paul Z. Fletcher
Paul Z. Fletcher
Its President

Judy V. Buckner
Name: Judy V. BUCKNER

(Corporate Seal)

STATE OF Florida
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 23rd 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)

JAX1 #670234 v8

This Supplemental Declaration to Declaration of Covenants, Restrictions, Conditions, and Easements of Harbour Island at Marsh Landing is hereby acknowledged and consented to by Harbour Island North, LLC., as the developer of the Harbour Island II property. By execution of this Supplemental Declaration, the undersigned hereby accepts the assignment set forth in Section 4 of the Supplemental Declaration.

Signed, sealed and delivered
in the presence of:

HARBOUR ISLAND NORTH,
LLC, a Florida limited
liability company

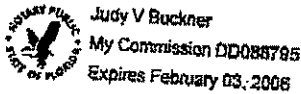
Bobbie Jo Pillmore
Name: Bobbie Jo Pillmore

By: Paul Z. Fletcher
Paul Z. Fletcher
Its Managing Member

Judy V. Buckner
Name: JUDY V. BUCKNER

STATE OF FLORIDA
COUNTY OF Duval

The foregoing instrument was acknowledged before me this 23rd day
of July, 2003, by Paul Z. Fletcher, as managing member of
Harbour Island North, LLC, a Florida limited liability company, on behalf of
the company. 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)