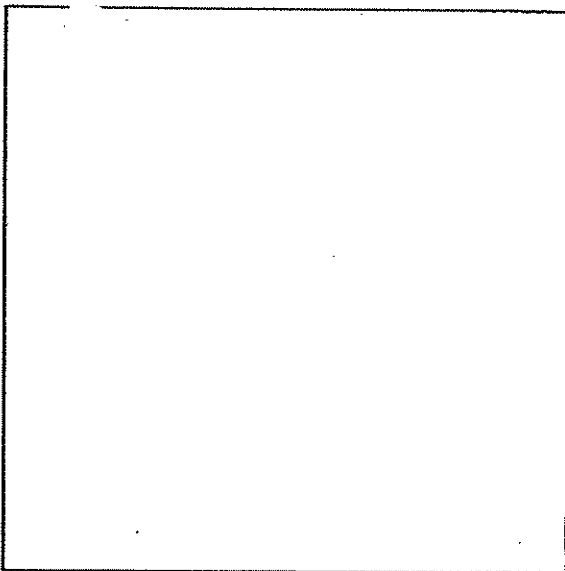


April 24, 1997

Prepared by and Return to  
Sharon Strayer Learch  
Holland & Knight  
50 North Laura Street, Suite 3900  
Jacksonville, Florida 32202

Ret  
Commonwealth  
Rec - 1300  
Sur - 500  
CC - 500

**THIRD AMENDMENT TO  
DECLARATION OF  
COVENANTS, RESTRICTIONS, CONDITIONS  
EASEMENTS OF  
HARBOUR ISLAND AT MARSH LANDING**



THIS THIRD AMENDMENT is made this 24<sup>th</sup> day of April, 1997, by FLETCHER REALTY III, INC., a Florida corporation ("Developer").

**RECITALS**

A. Developer subjected certain land owned by it to the Declaration of Covenants, Restrictions, Conditions and Easements of Harbour Island at Marsh Landing recorded in Official Records Book 997, page 1273, as amended in the First Amendment to Declaration of Covenants, Restrictions, Conditions and Easements of Harbour Island at Marsh Landing recorded in Official Records Book 1040 page 1440, and as amended in the Second Amendment and Confirmation to Declaration of Covenants, Restrictions, Conditions and Easements of Harbour Island at Marsh Landing recorded in Official Records Book 1155, page 384, and as supplemented in Supplemental Declaration of Covenants, Restriction, Conditions and Easements of Harbour Island at Marsh Landing (Phase 2 Land) recorded in Official Records Book 1040, page 1450, Supplemental Declaration of Covenants, Restrictions and Easements recorded in Official Records Book 1121, page 1593 (Phase Three Land), Supplemental Declaration of Covenants, Restrictions and Easements recorded in Official Records Book 1155, page 392 (Phase Four Land), and Supplemental Declaration of Covenants, Restrictions and Easements recorded in Official Records Book 1173, page 1418 (Lot 76), all in the public records of St. Johns County, Florida (collectively referred to herein as "Declaration").

B. Pursuant to the provisions of Section XVII.3 of the Declaration, as long as the Developer owns a Lot, the Developer reserves the right, without the consent and joinder of any Owner, Mortgagee or the Association, to amend the Declaration to cure any ambiguity in or inconsistency between the provisions contained in the Declaration and as Developer may deem necessary or convenient to supplement the terms and conditions of the Declaration.

C. The Developer has determined that ambiguities exists in paragraph X.1 of Section X of the Declaration and that the amendment set forth herein is necessary to correct such ambiguities and to supplement the terms and conditions of the Declaration.

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

- (1) Paragraph X.1 is hereby amended in its entirety as follows:

Recorded in Public Records St. Johns County, FL  
Clerk# 97021106 O.R. 1246 PG 477 12:45PM 06/17/1997  
Recording \$17.00 Surcharge \$2.50

X.1 **Use of Yacht Mooring Slips.** As a part of the acquisition of a Lot, each Owner is intended to receive a perpetual exclusive easement of use and enjoyment of an Appurtenant Yacht Mooring Slip in the manner more fully set forth hereinafter and as set forth in the deed conveying the Lot or in a separate instrument. This easement is or will be an appurtenance running with the ownership of the Lot and may not be separated therefrom ~~except that, with the express, written consent of the Developer, as long as the Developer owns a Lot, and, thereafter, of the Association, which consent by either Association or Developer may be withheld for any reason, an Owner may be allowed to relinquish ownership of a Yacht Mooring Slip easement, without consideration from Developer or Association to Owner, or to exchange Owner's Yacht Mooring Slip easement for another Yacht Mooring Slip easement all as set forth in paragraph X.5 hereof.~~ Once conveyed to an Owner, any attempt by the Owner ~~without the express, written consent of the Developer, as long as the Developer owns a Lot, and, thereafter, of the Association to transfer, convey, sell, lease, or occupy the Appurtenant Yacht Mooring Slip easement separate from a conveyance, transfer, sale, lease, or occupation of the Lot to which is appurtenant shall be void and the Developer or the Association may pursue any and all legal and equitable remedies either may have to eject such unpermitted use of the Appurtenant Yacht Mooring Slip easement.~~ The Lot Owner's interest in such Appurtenant Yacht Mooring Slip is a use easement only; the Association shall own the bottom of the Lagoon System. Provided, however, once conveyed, no person or entity including without limitation, the Developer or Association may terminate this easement without the consent of the Owner, which consent may be withheld for any reason. The Owner may mortgage or encumber the easement. It is understood and acknowledged that during the construction of the Lagoon System, there may not be Yacht Mooring Slips completed for all developed Lots and in such event Owners of Lots which do not abut the Lagoon System may be temporarily assigned a Yacht Mooring Slip or may not be assigned a Yacht Mooring Slip. Upon completion of the Yacht Mooring Slip to be appurtenant to such Lot, the use right for the Yacht Mooring Slip shall be assigned to such Owner and shall thereafter be nontransferable except as set forth in this paragraph.

Within the Lagoon System there are three (3) types of Appurtenant Yacht Mooring Slips:

(a) For Lots, the rear boundary of which abut the Lagoon System, the Appurtenant Yacht Mooring Slip will consist of a portion of the Lagoon System lying within an extension of the side lot lines, for a width which shall be established from time to time by the Developer.

(b) For some Lots abutting the Intracoastal Waterway or located elsewhere in the development, access to the Appurtenant Yacht Mooring Slip will given by virtue of the conveyance of or the granting of an access easement over all or a portion of a tract of land described with a number and the letter "A" on the applicable Plat. The Appurtenant Yacht Mooring Slip will consist of a portion of the Lagoon System lying within the side lot lines of the portion of the Tract designated with an "A", for a width which shall be established from time to time by the Developer.

(c) For the remainder of Lots, the Appurtenant Yacht Mooring Slips will be a tract of land in the Lagoon System including certain Yacht Mooring Slips within the Marina described on the plat thereof with the letter "S."

(d) The precise width of the Appurtenant Yacht Mooring Slips shall be based upon the width of the channel and no vessel shall be stored within the Lagoon System which obstructs passage of other vessels.

(2) Paragraph X.5 is hereby added in its entirety to supplement the Declaration as follows:

**X.5 Relinquishment or Exchange of Yacht Mooring Slip Easements.** In the event an Owner desires to relinquish the ownership of a Yacht Mooring Slip easement to the Developer, as long as the Developer owns a lot, or, thereafter, to the Association or to exchange Owner's Yacht Mooring Slip easement for another available Yacht Mooring Slip easement, Owner's existing easement for the Yacht Mooring Slip shall be terminated by agreement between Owner and the Developer, as long as Developer owns a Lot, and, thereafter, the Association. Owner may be granted the use of another Yacht Mooring Slip by the execution of a new easement between Owner and the Developer, as long as Developer owns a Lot, and, thereafter, the Association. Owner shall not be entitled to any compensation from the Developer or the Association for the relinquishment or exchange of a Yacht Mooring Slip easement. All costs, including the cost of preparing and recording any documents required by the Developer or the Association, shall be paid by Owner. At the time Developer, as long as Developer owns a Lot, and, thereafter, the Association, accepts the relinquishment and termination of a Yacht Mooring Slip easement by Owner, the Yacht Mooring Slip easement shall be free and clear of all liens or encumbrance as a result of Owner's ownership of the Yacht Mooring Slip easement.

(3) 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.

Witnesses:

[Signature]  
Print Name Joni Lawler  
[Signature]  
Print Name Anita M. Farace

FLETCHER REALTY III, INC.

By: [Signature]  
Stephen D. Melching  
Its Vice President

[CORPORATE SEAL]

Address:  
4400 Marsh Landing Boulevard  
Ponte Vedra Beach, Florida 32082



STATE OF FLORIDA

COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me this 24 day of April, 1997, by Stephen D. Melching, Vice President of Fletcher Realty III, Inc., a Florida Corporation, on behalf of the corporation. He is personally known to me.



Kimberly L. Campbell  
MY COMMISSION # CC607270 EXPIRES  
December 11, 2000  
BONDED THRU TROY FAIR INSURANCE, INC.

*Kimberly L. Campbell*

Print Name \_\_\_\_\_  
Notary Public State of Florida  
My Commission expires: \_\_\_\_\_  
Commission Number \_\_\_\_\_

JAX1-224564

(SEAL)