

THIS DOCUMENT PREPARED
BY AND RETURN TO:
SPENCER N. CUMMINGS, ESQ.
GUNSTER, YOAKLEY & STEWART, P.A.
225 WATER STREET, SUITE 1750
JACKSONVILLE, FL 32202

**SUPPLEMENTARY DECLARATION OF COVENANTS AND
RESTRICTIONS FOR MARSH HARBOR**

(MARSH HARBOR SOUTH)

THIS SUPPLEMENTARY DECLARATION (this "Supplementary Declaration") is made effective as of September 8, 2014, by **MARSH HARBOR DEVELOPMENT, LLC**, a Florida limited liability company ("Developer"), and **CABBAGE HAMMOCK COMPANY, LLC**, a Delaware limited liability company ("Cabbage Hammock"), and is joined by **MARSH HARBOR AT PALM VALLEY HOMEOWNERS ASSOCIATION, INC.**, a Florida non-profit corporation (the "Association").

RECITALS:

A. Developer executed the Declaration of Covenants and Restrictions for Marsh Harbor recorded in Official Records Book 2247, page 1329, of the public records of St. Johns County, Florida, as amended and supplemented and as may be amended and supplemented (collectively, the "Declaration"), thereby submitting all of the land described in the Declaration to the terms thereof.

B. Cabbage Hammock is the owner of the land described on **Exhibit "A"** attached hereto (the "Cabbage Hammock Property").

C. The Association is the association responsible for the maintenance and operation of the Marsh Harbor community pursuant to the Declaration.

D. Section 3.2 of the Declaration allows Developer to subject additional lands to the terms and provisions of the Declaration without the consent or joinder of any other party.

E. Cabbage Hammock and Developer desire to subject the Cabbage Hammock Property to the terms and provisions of the Declaration.

NOW THEREFORE, the undersigned agree that:

1. **Recitals.** The foregoing Recitals are correct and are incorporated herein by this reference.

2. **General.** All capitalized terms contained in this Supplementary Declaration shall have the same meanings as set forth in the Declaration, unless otherwise specifically defined herein. In the event of conflict between the terms and provisions of the Declaration and this Supplementary Declaration, this Supplementary Declaration shall control. This Supplementary

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

3. **Addition of Cabbage Hammock Property.** Pursuant to Developer's right to add additional lands to the Declaration as set forth in Section 3.2 of the Declaration, Developer and Cabbage Hammock hereby add the Cabbage Hammock Property to the Property under the Declaration, and the Cabbage Hammock Property, and any portion thereof, shall be held, transferred, conveyed and occupied subject to the terms and provisions of the Declaration. As required by said Section 3.2, Cabbage Hammock, as the owner of the Cabbage Hammock Property, hereby consents and agrees to such addition of Cabbage Hammock Property to the Property described in the Declaration. For purposes of clarity, Cabbage Hammock and any successor developers of the Cabbage Hammock Property, including without limitation, Developer or any affiliates of Developer who may acquire the Cabbage Hammock Property for development (any developer of the Cabbage Hammock Property is referred to herein as the "Cabbage Hammock Developer"), shall be responsible for construction of infrastructure and other horizontal development of the Cabbage Hammock Property.

4. **Termination of Development Period.** Developer hereby confirms the termination of the Development Period under Section 7.7 of the Declaration. Developer and Cabbage Hammock Developer shall pay any assessments as to any Lots owned by them within the Property. In addition, the parties hereto confirm that Turnover has occurred as to all of the Property (and the Class B Membership has ceased and been converted to Class A Membership) pursuant to Article VI of the Articles of the Association. Accordingly, non-developer Owners shall continue to have the right to elect the majority of the Board.

5. **Cabbage Hammock Assessments and Capital Contributions.** The assessment obligations under the Declaration as to the Cabbage Hammock Property shall commence upon recording of plats of the Cabbage Hammock Property in the public records of St. Johns County, Florida (as to the Lots shown on such plats and effective as of the date of recording such plats). Cabbage Hammock Developer shall provide Association with a copy of such plat no later than fifteen (15) days after the recordation thereof. In the year that any such plat is recorded, the Owner(s) of the Lots shown thereon shall pay to the Association, within thirty (30) days of written request from the Association after the recording of such plat, (i) the \$300 Capital Contribution under Section 7.4 of the Declaration, for each Lot shown on the plat (as a pre-payment of the Capital Contribution that is due under said Section 7.4 upon the first sale of Lots with a residential dwelling thereon), and (ii) the assessments due as to such Lots for such year, pro-rated for any partial year. For subsequent years after the year of recording of such plats, the Owners of such Lots shall pay assessments as and when due from all other Owners. As to the Lots for which the Association receives the pre-paid Capital Contribution under clause (i) above, no Capital Contribution shall be due upon the first sale of such Lot with a residential dwelling thereon (but a Capital Contribution will be due upon each subsequent conveyance) and the Owner who made such pre-payment shall be entitled to reimbursement of such pre-paid Capital Contribution from the first grantee of the Lot with a residential dwelling thereon.

6. **Access Roads.** Access to the Cabbage Hammock Property shall be over Marsh View Haven Drive, South Shipwreck Avenue, South Harbor Lights Drive and Tract A6 on the Unit Two Plat (defined below), as generally shown in cross hatch on **Exhibit "B"** hereto (the

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"Access Roads"). The Access Road shall include all pavement up to and connecting within the paved right-of-way of Lori Lane. The Access Roads are also shown on the plat of Marsh Harbor at Palm Valley recorded in Map Book 45, Pages 63-71 (inclusive) and the plat of Marsh Harbor at Palm Valley Unit Two (the "Unit Two Plat") recorded in Map Book 56, Pages 57-61 (inclusive), each of the public records of St. Johns County, Florida. Developer, the Cabbage Hammock Developer and the Association shall cooperate with each other, at no cost to the Developer or the Association, in connection with the extension of any roadways, sidewalks, utilities, stormwater improvements and other infrastructure over and from the Property to the boundary of the Cabbage Hammock Property, including, without limitation, executing and delivering any deeds, easements, new plats or re-plats, temporary cul-de-sac agreements and other documents (including, without limitation, with respect to Tract A-6 shown on the Unit Two Plat). The parties shall execute any documents requested in connection with the foregoing within fifteen (15) days of any request.

7. **Road Resurfacing.** Prior to the sale of the first Lot within the Cabbage Hammock Property, (i) the Cabbage Hammock Developer shall obtain at least two (2) bids from licensed Florida contractors for resurfacing the asphalt roadway of the Access Roads and deliver a copy of all such bids to the Association (the amount of the lowest bid shall be referred to herein as the "Escrow Amount"), and (ii) the Association and the Cabbage Hammock Developer shall enter into an escrow agreement (the "Escrow Agreement") providing for the Cabbage Hammock Developer to pay 1/34th of the Escrow Amount into escrow as each Lot within the Cabbage Hammock Property is sold (until 34 Lots have been sold within the Cabbage Hammock Property) and containing the terms set forth in the following paragraph. The Cabbage Hammock Developer shall be responsible, at its expense, for resurfacing the Access Roads (the "Road Work"), whatever the cost thereof, and may enter into a contract with such low bidder or with such other contractor as may be selected by the Cabbage Hammock Developer. The Road Work shall be completed by the Cabbage Hammock Developer in a good and workmanlike manner, free and clear of all liens and in compliance with applicable codes, ordinances and laws, five (5) years after the commencement of physical construction of the infrastructure work within the Cabbage Hammock Property (the "Road Work Completion Date"); provided, however, that upon at least one hundred twenty (120) days prior written notice to the Cabbage Hammock Developer the Association shall have the right to change the Road Work Completion Date up to two (2) years longer or two (2) years shorter than the date contemplated above if such change is reasonably believed by the Association to be advisable taking into consideration the condition of the Access Roads and the status of development of the Cabbage Hammock Property. Notwithstanding the above, the Road Work Completion Date shall in no event be later than December 31, 2022.

The Escrow Agreement shall (i) be joined by an escrow agent selected by the parties, (ii) specify the Road Work Completion Date and provide for the possible adjustment thereof as provided above, (iii) provide that the Cabbage Hammock Developer may withdraw any undisbursed Escrow Amount held thereunder for construction of the Road Work, subject to the conditions therein set forth, (iv) provide that the Association shall have the right to receive any undisbursed Escrow Amount if the Cabbage Hammock Developer fails to complete the Road Work by the Road Work Completion Date and fails to cure such default within thirty (30) days of receipt of written notice from the Association, and (v) provide that the Cabbage Hammock Developer shall be responsible for any costs of the Road Work in excess of the Escrow Amount

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and to a refund of any remaining Escrow Amount after completion of the Road Work (in each case whether such Road Work is completed by the Developer or by the Association under clause (iv) above).

8. **Gates.** The Cabbage Hammock Property shall not be gated from the rest of the Property and all residents of the Property may utilize the roadways within the Cabbage Hammock Property and the rest of the Property for walking, jogging, biking, driving, etc. The residents of the Cabbage Hammock Property shall be provided with access cards and access through the gated entry to the Property and the ability to use all Common Areas, on the same terms and conditions as any residents of any other portion of the Property.

9. **Landscaping and Amenities in Cabbage Hammock Property.** Pursuant to the Declaration, the Developer under the Declaration may designate land within the Cabbage Hammock Property as Common Area under the Declaration. The Association shall accept deeds of such Common Area when proffered; provided, however, that the Cabbage Hammock Developer shall not (i) install excessive landscaping and irrigation within the Common Areas within the Cabbage Hammock Property which would substantially increase the assessments on the owners of Lots within the Property, or (ii) construct any amenity center buildings, or similar structures or facilities, within the Cabbage Hammock Property.

10. **Alternate Construction Access.** The Cabbage Hammock Developer shall use commercially reasonable efforts to investigate the feasibility of using alternate routes to the Cabbage Hammock Property for use by construction related vehicles and equipment, including the land underlying the perpetual pipeline easement in favor of the Florida Inland Navigation District ("FIND") and the Army Corps of Engineers ("ACOE") recorded in Official Records Book 3254, Page 878, in the public records of St. Johns County, Florida, as a means of temporary construction access for development of the Cabbage Hammock Property. The parties understand that any such access may need to be coordinated with third parties, such as FIND and ACOE, and that surrounding wetlands and the condition of the access road may preclude or limit the ability to use any such alternate access and that the Cabbage Hammock Developer is not obligated to improve any trail road to allow such use. Nothing in this Section 10 shall be construed to require the Cabbage Hammock Developer to utilize trail road access at all times or to the extent the Cabbage Hammock Developer determines it is not reasonably feasible and nothing herein shall limit the obligation of the Cabbage Hammock Developer to conduct the Road Work and pay into the escrow therefor under Section 7 above.

11. **Severability.** The invalidity of any one of the covenants, agreements, conditions or provisions of this Supplementary Declaration or any portion thereof shall not affect the remaining portions of this Supplementary Declaration, and this Supplementary Declaration shall be construed as if such covenants, agreements, conditions or provisions had not been inserted herein.

12. **Successors and Assigns.** The terms and provisions of this Supplementary Declaration shall be binding on the parties hereto and their successors and assigns and shall run with title to the Cabbage Hammock Property (provided that, for purposes of clarity, the obligations set forth in Sections 7 and 10 above shall be only the obligation of the Cabbage

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Hammock Developer and not the obligation of any individual taking title to any Lot within the Cabbage Hammock Property).

13. **Amendment.** Developer and Cabbage Hammock agree that their votes and the votes of Cabbage Hammock Developer shall not be exercised to amend the terms of this Supplementary Declaration without the prior approval of the majority of the non-developer Owners.

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IN WITNESS WHEREOF, Developer, Cabbage Hammock and the Association have caused this Supplementary Declaration to be duly executed.

Signed, sealed and delivered
in the presence of:

John C. Kunkel
(Print Name)
William R. Lanier
(Print Name)

DEVELOPER:

MARSH HARBOR DEVELOPMENT,
LLC, a Florida limited liability company

By: John C. Kunkel
Vice President

STATE OF FLORIDA)
)SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 3rd day of SEPTEMBER, 2014, by John C. Kunkel, the Vice President of MARSH HARBOR DEVELOPMENT, LLC, a Florida limited liability company, on behalf of the company.



J. L. Hardin
(Print Name)
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 _____

John
Hardin

Signed, sealed and delivered
in the presence of:

Tina E Miller

(Print Name)

John M. White

(Print Name)

CABBAGE HAMMOCK:

**CABBAGE HAMMOCK COMPANY,
LLC**, a Delaware limited liability company

By:

Jed V. Davis

Jed V. Davis
Vice President

STATE OF FLORIDA)
)SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 8 day of Sept., 2014, by Jed V. Davis the Vice President of **CABBAGE HAMMOCK COMPANY, LLC**, a Delaware limited liability company, on behalf of the company.



Tina E Miller
(Print Name) Tina E Miller

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 _____

Jed V. Davis

Signed, sealed and delivered
in the presence of:

Michael Coleman
Michael Coleman
(Print Name)

Alison Marshall
Alison Marshall
(Print Name)

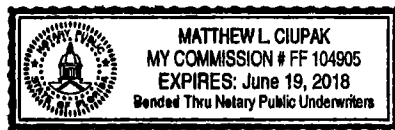
ASSOCIATION:

**MARSH HARBOR AT PALM VALLEY
HOMEOWNERS ASSOCIATION, INC.,**
a Florida non-profit corporation

By: Brian Kiel
Name Printed: Brian Kiel
Title: Vice-President Marsh Harbor HOA

STATE OF FLORIDA)
)SS
COUNTY OF Duval)

The foregoing instrument was acknowledged before me this 14 day of August, 2014, by Brian Kiel the Vice-President of **MARSH HARBOR AT PALM VALLEY HOMEOWNERS ASSOCIATION, INC.,** a Florida non-profit corporation, on behalf of the corporation.



Matthew L. Ciupak
(Print Name) MATTHEW L. CIUPAK
NOTARY PUBLIC, State of
Florida at Large
Commission # FF104905
My Commission Expires: 6-19-2018
Personally Known _____
or Produced I.D. ✓
[check one of the above]
Type of Identification Produced
Florida D.L.

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EXHIBIT "A"

CABBAGE HAMMOCK PROPERTY

PARCEL 1

A PORTION OF UNSURVEYED SECTIONS 27, 28 AND 34, TOGETHER WITH A PORTIONS OF SECTION 55 (PEDRO MIRANDA GRANT), SECTION 57 (WILLIAM TRAVERS GRANT), SECTION 59 (WILLIAM TRAVERS AND PALMES GRANTS), SECTION 60 (WILLIAM TRAVERS, PALMES AND PEDRO MIRANDA GRANTS), SECTION 62 (WILLIAM TRAVERS AND PEDRO MIRANDA GRANTS), AND SECTION 63 (PALMES GRANT) ALL LYING WITHIN TOWNSHIP 4 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF MARSH HARBOR AT PALM VALLEY UNIT TWO, AS RECORDED IN MAP BOOK 56, PAGES 57 THROUGH 61, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 25°50'25" WEST, ALONG THE WESTERLY LINE OF SAID MARSH HARBOR AT PALM VALLEY UNIT TWO, A DISTANCE OF 886.94 FEET TO THE SOUTHERLY LINE OF MARSH HARBOR AT PALM VALLEY, AS RECORDED IN MAP BOOK 45, PAGES 63 THROUGH 71, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE SOUTH 79°07'12" WEST, ALONG LAST SAID LINE AND ALONG THE SOUTHERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 1847, PAGE 970, SAID PUBLIC RECORDS, 3210.45 FEET TO THE SOUTHEASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 2314, PAGE 1486, SAID PUBLIC RECORDS; THENCE SOUTH 52°45'17" WEST, ALONG LAST SAID LINE, 121.61 FEET TO THE EASTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 2376, PAGE 1700, SAID PUBLIC RECORDS; THENCE SOUTHEASTERLY, EASTERLY, NORTHEASTERLY AND SOUTHWESTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING SEVEN (7) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 57°00'16" EAST, 143.63 FEET; COURSE NO. 2: NORTH 86°14'38" EAST, 48.90 FEET; COURSE NO. 3: NORTH 60°34'50" EAST, 116.60 FEET; COURSE NO. 4: SOUTH 48°56'47" EAST, 146.63 FEET; COURSE NO. 5: SOUTH 24°39'56" EAST, 186.35 FEET; COURSE NO. 6: SOUTH 00°52'55" WEST, 175.96 FEET; COURSE NO. 7: SOUTH 60°24'41" WEST, 295.68 FEET TO THE WESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 1462, PAGE 681, SAID PUBLIC RECORDS; THENCE SOUTHEASTERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES; COURSE NO. 1: SOUTH 18°13'36" EAST, 1941.50 FEET; COURSE NO. 2: SOUTH 82°57'39" EAST, 711.15 FEET; COURSE NO. 3: SOUTH 08°44'58" EAST, 4359.78 FEET TO THE SOUTHERLY LINE OF SAID LANDS, ALSO BEING THE SOUTHERLY LINE OF TOWNSHIP 4 SOUTH, RANGE 29 EAST; THENCE NORTH 89°28'18" EAST, ALONG LAST SAID LINE, 1861.42 FEET TO A POINT ON THE NORTHWESTERLY LINE OF THOSE LANDS DESCRIBED AND RECORDED IN 2639, PAGE 289; THENCE NORTH 49°45'40" EAST, ALONG LAST SAID LINE, AND THE NORTHEASTERLY PROLONGATION THEREOF, 3623.08 FEET, TO THE WESTERLY

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RIGHT OF WAY LINE OF THE INTRACOASTAL WATERWAY, (A 500 FOOT RIGHT-OF-WAY, AS SHOWN IN MAP BOOK 4, PAGES 68 THROUGH 78, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID COUNTY); THENCE NORTH 25°11'43" WEST, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, 5108.56 FEET, TO THE SOUTHERLY BOUNDARY OF SAID MARSH HARBOR AT PALM VALLEY UNIT TWO; THENCE SOUTH 75°40'38" WEST, ALONG LAST SAID LINE, 1023.55 FEET, TO THE POINT OF BEGINNING.

TOGETHER WITH, ANY PORTION OF THE FOLLOWING DESCRIBED PARCEL 2 WHICH IS NOT LOCATED WITHIN THE ABOVE DESCRIBED PARCEL 1

PARCEL 2

CABBAGE HAMMOCK

All of those portions of Section 51, 55, 57, 59, 60, 62, 63, and unsurveyed Sections 27, 28 and 34, Township 4 South, Range 29 East, St. Johns County, Florida, lying West of the Westerly right of way line of Florida East Coast Canal (Intracoastal Waterway) according to plat recorded at Map Book 4, pages 68 through 78, public records of said county, lying South of the Southerly boundary of those lands described in deed recorded at Official Records Volume 664, page 1159, said public records and lying East of a line described as commencing at the most Westerly corner of those lands described in Official Records Volume 664, page 1159, run South 18°09'43" East, a distance of 2633.45 feet; run thence South 82°53'46" East, a distance of 711.15 feet; run thence South 08°41'05" East, a distance of 4351.59 feet to a point on the Southerly line of Township 4 South, Range 29 East and the Point of Termination of said line.

LESS AND EXCEPT the following described tract of land:

Portions of Section 57 and unsurveyed Section 34, Township 4 South, Range 29 East, St. Johns County, Florida being more particularly described as follows:

For a point of reference, commence at the Southwest corner of Section 32, Township 4 South, Range 29 East, and run North 89°27'34" East, along the Southerly line of said Township, a distance of 14,134.03 feet to its point of intersection with the Westerly right of way line of Florida East Coast Canal (Intracoastal Waterway) as recorded in Map Book 4, pages 68 through 78, public records of St. Johns County, Florida and the point of beginning. From the point of beginning thus described, run North 25°46'44" West along said Westerly right of way line, a distance of 2,500.00 feet; run thence South 49°50'45" West, departing said line, a distance of 3,546.61 feet to a point on aforesaid Southerly Township line; run thence North 89°27'34" East, along said Township line, a distance of 3,798.13 feet to the point of beginning.

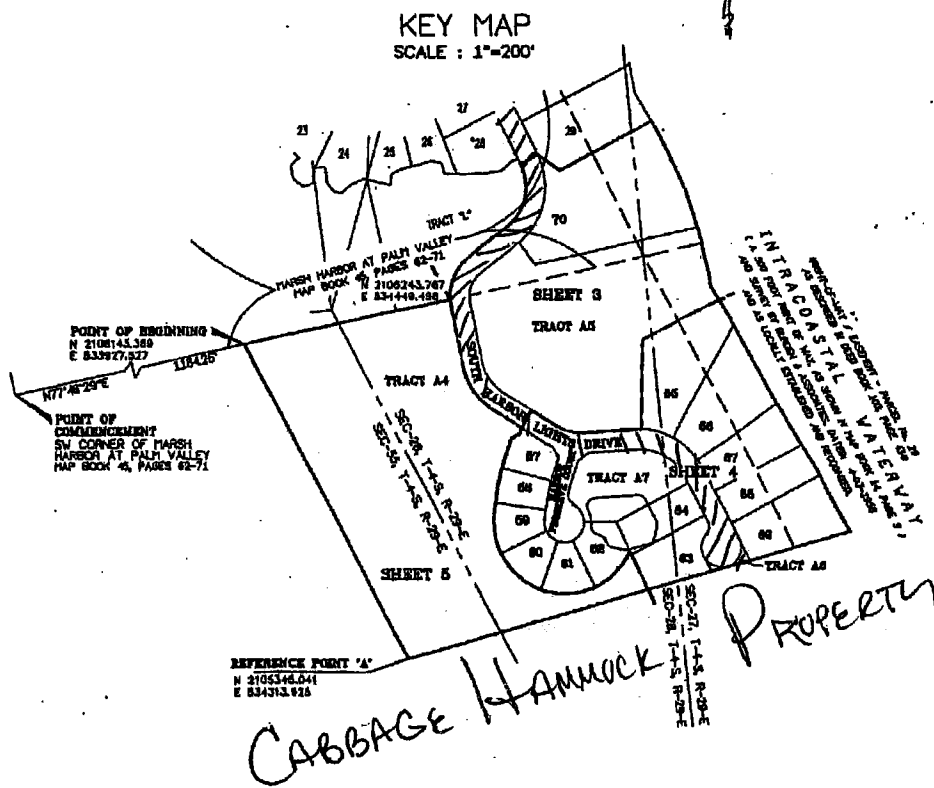
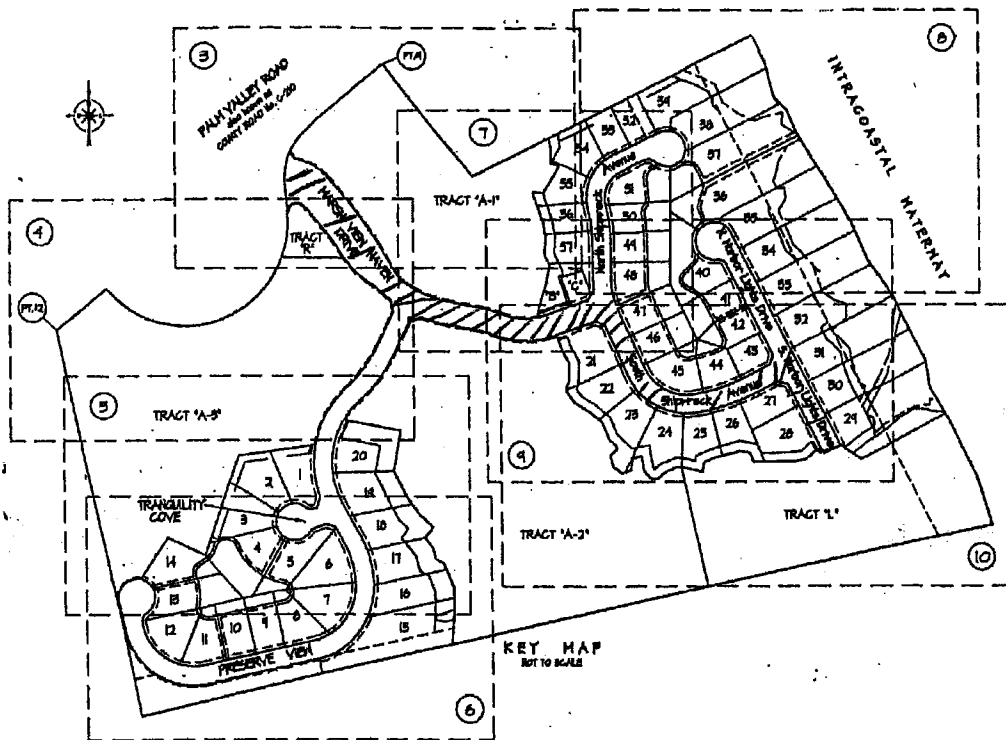
ALSO LESS AND EXCEPT any portion of the above described lands lying below the mean high water line of the Tolomato River.

FURTHER LESS AND EXCEPT those lands conveyed to SONOC Company, LLC recorded in Official Records Book 2376, page 1700 and in Official Records Book 2314, page 1486, of the public records of St. Johns County, Florida.

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EXHIBIT "B"
DEPICTION OF ACCESS ROADS

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