

Prepared by and Return to:
Brannan Mill Plantation Homeowners' Association, Inc.
4729 U. S. Highway 17, Suite 204
Orange Park, Florida 32003



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James B. Jett
Clerk Of Courts
Clay County, FL
FEE: \$37.50

**FIRST SUPPLEMENTAL DECLARATION TO
COVENANTS AND RESTRICTIONS OF
BRANNAN MILL PLANTATION**

5 MIN. RETURN

THIS SUPPLEMENTAL DECLARATION is made this 20th day of November 2001, by BRANNAN MILL PLANTATION HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit ("Association"), and BRANNAN MILL PLANTATION, L.L.C., a Florida limited liability company ("Declarant").

RECITALS

Declarant is the owner of a certain parcel of real property more fully described in Exhibit "A" attached hereto and by this reference made a part hereof ("Property") and Declarant desires to subject the Property to the terms and conditions of that Declaration of Covenants and Restrictions of Brannan Mill Plantation recorded in Official Records Book 1969, page 595, of the public records of Clay County, Florida, as amended by the First Amendment to Covenants and Restrictions of Brannan Mill Plantation dated September 17, 2001 and recorded in Official Records Book 1982, page 1620, which Declaration is herein referred to as the "Declaration".

Declarant and Association are authorized to subject certain parcels of land to the Declaration by recording a jointly executed Supplemental Declaration ("Supplemental Declaration"). Association has determined that the Property is a part of the Additional Land as that term is defined in the Declaration, and accordingly consents to the annexation of the Property on the terms and conditions more fully set forth herein.

NOW THEREFORE, in consideration of the premises, the parties agree and declare as follows:

1. The Property is hereby subjected to all terms and conditions of the Declaration, and the Property constitutes Additional Land which is now declared for all purposes to constitute part of the "Land" as set forth in the Declaration. The Property shall be held, sold and conveyed subject to the easements, restrictions, covenants and conditions of the Declaration which shall run with the Property and be binding on all parties having any right, title or interest in the

Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

2. All definitions set forth in the Declarations are hereby incorporated herein.

3. In addition to the covenants, conditions and restrictions contained in the Declaration, the Property shall be held, sold and conveyed subject to the following covenants, conditions and restrictions which will run with the land:

(a) Section 6, Building Restrictions, discussing the minimum living space requirements shall be amended to include parcels in Brannan Mill Unit Two and shall read as follows:

Primary residences constructed on Lots 9-18, 28-31, 42, 43, 45-50, 57-64, 72-74, 85-88, 103-105, 108 & 109 of Brannan Mill Unit Two shall equal or exceed 1,200 square feet, exclusive of screen porches, garages and storage rooms. Primary residences constructed on Lots 1-8, 19-27, 32-41, 44, 51-56, 65-71, 75-84, 89-102, 106-107, 110-113 of Brannan Mill Unit Two shall equal or exceed 1,250 square feet, exclusive of screen porches, garages and storage rooms.

(b) Section 8, Setbacks For All Structures, is hereby amended to include Brannan Mill Plantation Unit Two.

(c) The Lots subject to this Declaration are "Lots as defined in the Declaration and shall be assessed as and otherwise considered to be Lots under the Declaration; provided however, that the obligation to pay Assessments and the lien to enforce collection shall be deferred as to each Lot in the Property until the first of the following occurs:

- (i) conveyance of the Lot to an Owner who is not the Developer or a Builder,
- (ii) the occupancy of a Primary Residence on the Lot,
- (iii) one (1) year from the conveyance of the Lot from Developer to a Builder, or
- (iv) on June 1, 2008

(d) The Association now assumes responsibility for the maintenance and operation and repair of the Surface or Stormwater Management System located within Property and described in Exhibit "B" hereto (the "System"), and that System is now made a part of the Surface Water or Stormwater Management System described in the Declaration and is subject to

the rights and limitations therein set forth. Maintenance of the System is now expanded to include the exercise of practices which allow the System to provide drainage, water storage, and conveyance of other stormwater management capabilities as permitted by the St. Johns River Water management District pursuant to Permit No. 4-019-65526.

4. Developer Rights. In accordance with the Declaration, Declarant now assumes the rights and responsibilities of the Developer with respect to the Property subject to the limitations therein contained.

5. Amendments or Additional Restrictions. The Declarant, joined by the Association, reserves and shall have the sole right:

(a) to amend this Supplemental Declaration with respect to Lots located within the Property and still owned by Declarant at the time of the amendment but all such amendments shall conform to the general purpose and standards of the covenants and restrictions herein contained;

(b) to amend this Supplemental Declaration for the purpose of curing any ambiguity in or any inconsistency between the provisions herein contained;

(c) to include in any contract or deed or restriction applicable to any Lot which do not lower the standards of the covenants and restrictions herein contained;

(d) to incorporate any changes or modifications required by a mortgagee, a purchaser or guarantor of mortgages on the secondary market or as may be required by a governmental or quasi-governmental agency having jurisdiction over the Property;

(e) to release any Lot from any part of the terms and conditions of the Declaration, which have been violated (including, without limiting the foregoing, violations of building restriction lines and provisions hereto relating thereto) if the Declarant or the Association, in their respective judgment, determine such violation to be a minor or insubstantial violation; and

(f) to have, enjoy and exercise the rights and privileges (subject to the responsibilities and limitations) reserved for the Declarant with respect to the Property under the Declaration.

6. Jurisdictional Areas. The Plat of the Property depicts certain jurisdictional lines as established by the St. Johns River Water Management District, Army Corps of Engineers, or Department of Environmental Regulation. No Owner shall build, construct, modify, clear,

dredge, fill or in any manner alter the land lying waterward of such jurisdictional lines, except in strict conformance with the permits, rules and regulations of such agencies. Any owner violating this provision shall indemnify and hold Association and Declarant, and all owners, harmless from all costs of correcting the violation and all fines, penalties, cost or damages arising out of such violation.

7. Legal Action on Violation. If any person, firm or corporation, or other entity shall violate or attempt to violate any of the terms of the covenants and conditions, as supplemented, it shall be lawful for the Declaration, the Association or any owner:

- (a) to prosecute proceedings at law for the recovery of damages against those so violating or attempting to violate any such terms and conditions;
- (b) to maintain a proceeding in equity against those so violating or attempting to violate any such terms and conditions for the purpose of preventing or enjoining of any such violations or attempted violations.

The remedies contained in this paragraph are cumulative of all remedies now or hereafter provided by law. The failure of the Declarant, the Association, or any Owners, to enforce any terms or conditions or any obligation, right, power, privilege, authority or reservation herein contained, however long continued, shall not act as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. Owners found in violation of these restrictions shall be obligated to pay attorney's fees incurred prior to or at trial, on appeal or in bankruptcy court to the successful plaintiff in all actions seeking to prevent, correct or enjoin such violations or in a damage suit thereon.

All restrictions herein contained shall be deemed several and independent. The invalidity of one or more of any part of any section shall not impair the validity of the remaining restrictions or part hereof.

8. Rights of the St. Johns River Water Management District.

- (a) Any amendment to this Declaration which alters the System beyond maintenance in its original condition, including the stormwater management portions of the Common Areas, must have the prior approval of the St. Johns River Water Management District.
- (b) The St. Johns River Water Management District may enforce by a proceeding at law or in equity the provisions contained in this Declaration which relate to the maintenance, operation and repair of the System.

IN WITNESS WHEREOF, Association and Declarant have set their hands and seals the day and year first above written.

In the Presence of:

ASSOCIATION:

BRANNAN MILL PLANTATION
HOMEOWNERS' ASSOCIATION, INC.

By: Susan D. Wood
Its: Susan D. Wood, President

Address: 4729 U. S. Highway 17, Suite 204
Orange Park, Florida 32003

Sandra Spencer
Witness #1
Sandra Spencer [Print Name]

Patrick Wallace
Witness #2
Patrick Wallace [Print Name]

DECLARANT:

BRANNAN MILL PLANTATION, L.L.C.,
a Florida limited liability company

By: James Ricky Wood
Its: James Ricky Wood, President

Address: 4729 U. S. Highway 17, Suite 204
Orange Park, Florida 32003

Sandra Spencer
Witness #1
Sandra Spencer [Print Name]

Patrick Wallace
Witness #2
Patrick Wallace [Print Name]

STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 20th day of November, 2001, by Susan D. Wood as President of Brannan Mill Plantation Homeowners' Association, Inc., a Florida corporation not-for-profit, on behalf of the corporation, who is personally known to me.

Sandra Spencer
Notary Public, State and County Aforesaid (Signature)

Sandra Spencer
Name of Notary Public (Typed, Printed or Stamped)
My Commission Expires: _____



STATE OF FLORIDA
COUNTY OF CLAY

The foregoing instrument was acknowledged before me this 20th day of November, 2001, by James Ricky Wood, as managing member of Brannan Mill Plantation, L.L.C., a Florida limited liability company, on behalf of the company, who is personally known to me.

Sandra Spencer

Notary Public, State and County Aforesaid (Signature)

Sandra Spencer

Name of Notary Public (Typed, Printed or Stamped)

My Commission Expires: _____

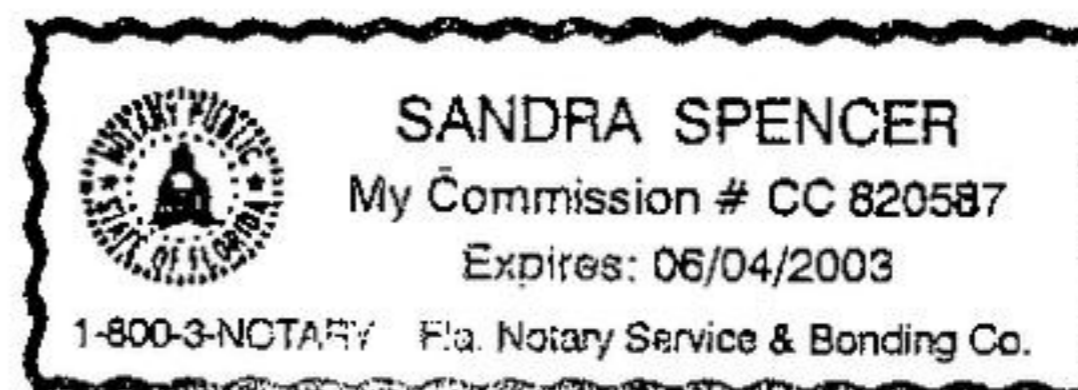


EXHIBIT "A"

BRANNAN MILL PLANTATION UNIT TWO according to the plat thereof recorded in Plat Book 37, pages 18 through 24 of the current public records of Clay County, Florida.

EXHIBIT "B"
Surface or Stormwater Management System

The Surface or Stormwater Management System provides for the drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by St. Johns River Water Management District permits described in the foregoing Covenants and Restrictions and is composed of:

1. Tracts "B", "C", "E" & "H" described in the Plat of Brannan Mill Unit Two.
2. Drainage easements described in the Plat of Brannan Mill Unit Two and located:
 - a. 10 feet on either side of the common border of Lots 24 and 25
 - b. 10 feet on either side of the common border of Lots 30 and 31
 - c. 10 feet on either side of the common border of Lots 75 and 76
 - d. 10 feet on either side of the common border of Lots 78 and 79
 - e. 10 feet on either side of the common border of Lots 85 and 86
 - f. 10 feet on either side of the common border of Lots 89 and 90
 - g. 10 feet on either side of the common border of Lots 101 and 102
 - h. 10 feet on either side of the common border of Lots 106 and 107
 - i. 10 feet on either side of the common border of Lots 111 and 112
 - j. An easement 20 feet through Tract "D"