

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
S. KYLE WINHAM, ESQ.
FHOP, LLC
3030 HARTLEY ROAD, SUITE 140
JACKSONVILLE, FL 32257

**SECOND SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND EASEMENTS FOR FOREST HAMMOCK AT OAKLEAF
PLANTION**

This **SUPPLEMENTARY DECLARATION OF COVENANTS, CONDITIONS RESTRICTIONS AND EASEMENTS FOR FOREST HAMMOCK AT OAKLEAF PLANTION** (“Supplementary Declaration”) is made effective as of August ^{20th} 2015, by FHOP, LLC, a Florida limited liability company (“Developer”) and Millwater Crossing, LLC, a Florida limited liability company (“Owner”).

WHEREAS, Developer executed that certain Declaration of Covenants, Conditions, Restrictions and Easements for Forest Hammock at Oakleaf Plantation which was recorded in Official Records Book 3268, Page 1289, as supplemented and/or amended by Supplementary in Book 3313, Page 1850, First Amendment in Book 3314, Page 1991, and Corrective Supplementary in Book 3696, Page 1937, and Supplementary in Book 3696, Page 1958 of the Public Records of Clay County, Florida (the “Declaration”), thereby submitting all of the real property described in the Declaration to the terms thereof; and

WHEREAS, Section 2.2 of the Declaration allows the Developer to subject additional land to the Declaration; and

WHEREAS, the Owner of the property located in Clay County, Florida described on the attached Exhibit “A” (“Additional Property”) wish to add the Additional property to the Property.

NOW THEREFORE, the Owner and Developer agree to and the Developer hereby declares that:

1. All Capitalized terms contained in this Supplementary Declaration and which are defined by the Declaration, Shall have the same meanings as such terms are defined by the Declaration.

2. Developer hereby declares that the Additional Property is added to the Property subject to the Declaration and such land 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 the same by be amended from time to time and Owner agrees to the same.

3. This Supplementary Declaration shall become effective upon its recordation in the public records of Clay County, Florida, As specifically supplemented hereby, the Declaration shall

remain in full force and effect. In the event of conflict between the terms and provisions of the Declaration and this Supplementary Declaration, this Supplementary Declaration shall control.

4. Owner joins in and consents to this Supplementary Declaration and acknowledges that the terms of the Supplementary Declaration shall be binding upon Owner and shall run with the title to the parcel encumbered by the Supplementary Declaration and shall be binding upon all persons having any right, title, or any interest in such property, their heirs, representatives, successors and assigns.

IN WITNESS WHEREOF, the Developer and Owner has Cause this Supplementary Declaration to be duly executed as of the date first above written.

Signed, sealed and delivered in the presence of:

S Kyle Winham
Name: S Kyle Winham

Jeanne Shultz
Name: JEANNE SHULTZ

DEVELOPER:

FHOP, LLC, a Florida limited liability company

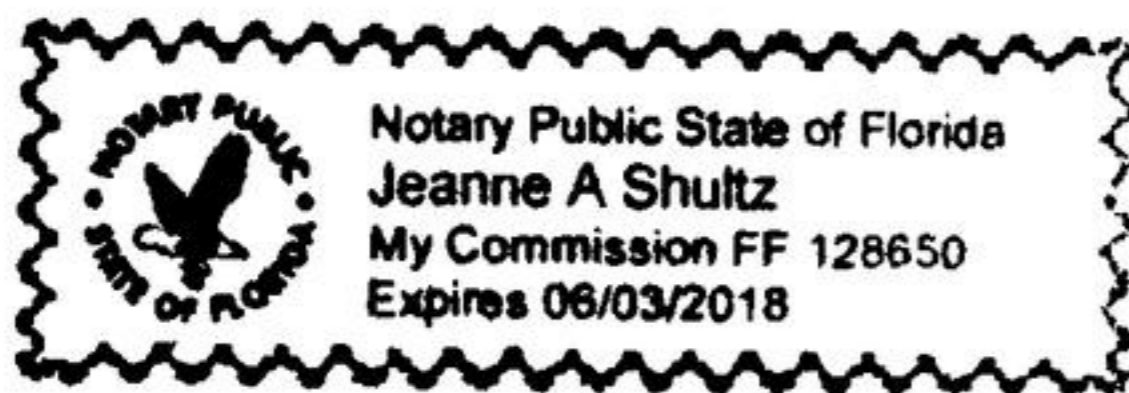
By: L. Randall Towers
Name: L. Randall Towers

Its: Manager

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me this 20th day of August, 2015, by L. Randall Towers, Manager of FHOP, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or produced as identification.



Jeanne Shultz
(Print Name) JEANNE SHULTZ
NOTARY PUBLIC
State of FLORIDA at Large
Commission # 128650
My Commission Expires: 6/3/2018

Signed, sealed and delivered in the presence of:

Jeanne Shultz
Name: JEANNE SHULTZ

Laurance R. Towers
Name: Laurance R. Towers

OWNER:

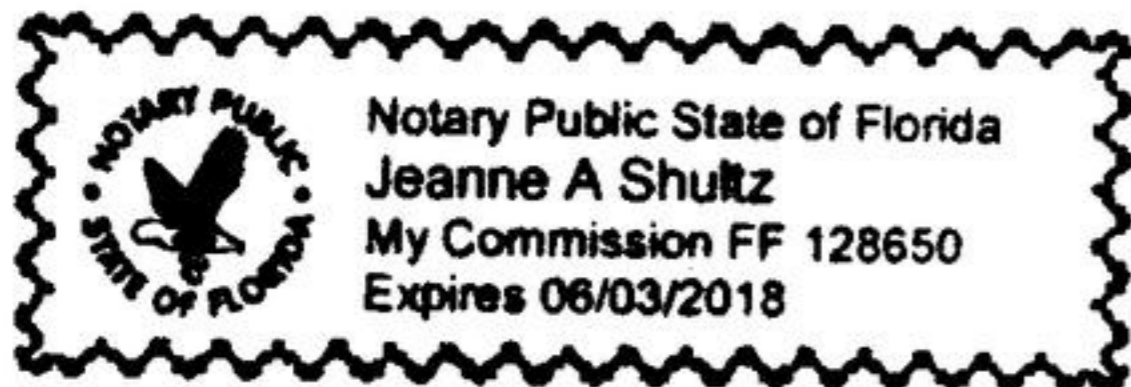
MILLWATER CROSSING, LLC, a Florida limited liability company

By: S Kyle Winham
Name: S Kyle Winham
Its: Manager

STATE OF FLORIDA

COUNTY OF

The foregoing instrument was acknowledged before me this 20th day of August, 2015, by S. Kyle Winham, Manager of Millwater Crossing, LLC, a Florida limited liability company, on behalf of the company. He is ✓ personally known to me or produced _____ as identification.



Jeanne Shultz
(Print Name) JEANNE SHULTZ
NOTARY PUBLIC
State of FLORIDA at Large
Commission # 128650
My Commission Expires: 6/3/2018

EXHIBIT "A"
ADDITIONAL PROPERTY

OR BK 3696 PG 1976

EXHIBIT "A"

Property

A portion of Tract "YY", Forest Hammock at Oakleaf Plantation – Unit Two, as recorded in Plat Book 55, page 10, Public Records of Clay County, Florida, being more particularly described as follows:

For a Point of Beginning, commence at the intersection of the Westerly right of way line of Oakleaf Plantation Parkway, a 200 foot right of way as presently established, with the Northerly right of way line of Drysdale Drive, a variable width right of way as presently established; thence along said Northerly right of way line the following three (3) courses: 1) North 83°36'21" West, 106.03 feet to the point of curvature of a curve concave Southerly having a radius of 216.50 feet; 2) Westerly along the arc of said curve, through a central angle of 13°57'42", an arc length of 52.76 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 89°24'48" West, 52.63 feet; 3) South 82°25'56" West, 53.41 feet; thence Due North, departing said Northerly right of way line, 281.36 feet; thence Due East, 284.49 feet to a point lying on said Westerly right of way line of Oakleaf Plantation Parkway, said point also being a point on a curve concave Southeasterly having a radius of 1350.00 feet; thence Southwesterly along the arc of said curve, through a central angle of 12°32'30", an arc length of 295.51 feet to a point on said curve and the Point of Beginning, said arc being subtended by a chord bearing and distance of South 14°26'30" West, 294.92 feet.