

Instr #2024041822 BK: 5958 PG: 464, Filed & Recorded: 5/31/2024 8:34 AM #Pgs:5

Brandon J. Patty, Clerk of the Circuit Court and County Comptroller St. Johns County FL Recording \$44.00

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AND RETURN TO:
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**SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION OF
COMMUNITY COVENANTS FOR MARSH LANDING AT SAWGRASS**

**THIS SECOND AMENDMENT TO AMENDED AND RESTATED DECLARATION
OF COMMUNITY COVENANTS FOR MARSH LANDING AT SAWGRASS** (the
“**Amendment**”) is made effective May 28, 2024 (the “**Effective Date**”), by **MARSH
LANDING AT SAWGRASS MASTER ASSOCIATION, INC.**, a Florida non-profit corporation
(the “**Association**”).

RECITALS:

A. The Association desires to amend the Amended and Restated Declaration of Community Covenants for Marsh Landing at Sawgrass recorded in Official Records Book 1817, page 1555, of the public records of St. Johns County, Florida, and in Official Records Book 10693, at page 2040, of the public records of Duval County, Florida, as amended by Amendment to Amended and Restated Declaration of Community Covenants for Marsh Landing at Sawgrass recorded in Official Records Book 4376, at page 465, of the public records of St. Johns County, Florida, and in Official Records Book 17988, at page 1668, of the public records of Duval County, Florida (as supplemented and amended to date, the “**Original Declaration**”).

B. Pursuant to Section 10.1 of the Original Declaration, the Original Declaration may be amended by a written amendment approved by two-thirds (2/3) of the Members present in person, or by proxy, at a duly called meeting at which a quorum of thirty percent (30%) of the voting interests in the Association has been attained.

C. At a duly noticed meeting of the Association held on May 28, 2024, not less than two-thirds (2/3) of the Members present, in person or by proxy, voted to approve this Amendment.

NOW THEREFORE, the Association hereby amends the Original Declaration as follows:

1. The Association confirms that the above-stated recitals are true and correct. Unless otherwise specifically defined in this Amendment, all capitalized terms contained in this Amendment shall have the same meanings as such terms are defined by the Original Declaration.

2. Section 12.6 of the Original Declaration is hereby amended in its entirety as follows:

12.6 LIABILITY. MARSH LANDING AT SAWGRASS IS A COMMUNITY OWNED BY ITS MEMBERS AND OPERATED AND MANAGED IN PART BY THE MASTER ASSOCIATION, WHICH IS A CORPORATION NOT FOR PROFIT FUNDED ALMOST ENTIRELY BY THE MEMBERS. THE MEMBERS OF THE MASTER ASSOCIATION

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DESIRE TO REDUCE THE FINANCIAL RISK ASSOCIATED WITH THE OPERATION AND MAINTENANCE OF THE STORMWATER MANAGEMENT SYSTEM, AND IN PARTICULAR, THE RISKS OF INCREASED LIABILITY INSURANCE PREMIUMS AND POTENTIAL LITIGATION COSTS ASSOCIATED WITH LITIGATION RELATED TO SUCH ACTIVITIES. THIS SECTION IS INTENDED AS A RISK MITIGATION MEASURE ADOPTED BY THE MEMBERS FOR THE COMMON GOOD OF THE MARSH LANDING AT SAWGRASS COMMUNITY WITH THE OBJECTIVE OF REDUCING INSURANCE PREMIUMS AND LITIGATION EXPENSE WHICH WOULD OTHERWISE BE FUNDED BY THE MEMBERS. THE MARSH LANDING AT SAWGRASS COMMUNITY IS LOCATED IN A LOW-LYING FLOOD ZONE WITH OVER 20 MILES OF INTERSPERSED, TIDALLY INFLUENCED WATERS. TO ADDRESS THE FINANCIAL RISK OF STORM WATER OR TIDAL WATER FLOOD DAMAGE TO THEIR PERSONAL RESIDENCES AND RELATED PROPERTIES, EACH MEMBER SHOULD MAINTAIN FLOOD INSURANCE ADEQUATE TO COVER SUCH DAMAGE. THE MASTER ASSOCIATION IS REQUIRED TO OPERATE AND MAINTAIN THE STORMWATER MANAGEMENT SYSTEM IN ACCORDANCE WITH APPLICABLE PERMITS AND REGULATIONS, WHICH OBLIGATION IS ENFORCEABLE AS PROVIDED BY LAW. HOWEVER, NOTWITHSTANDING ANY PROVISION OF THIS DECLARATION OR THE MASTER ASSOCIATION'S OTHER GOVERNING DOCUMENTS TO THE CONTRARY, TO THE GREATEST EXTENT PERMITTED BY LAW, THE MASTER ASSOCIATION SHALL HAVE NO LIABILITY WHATSOEVER TO ITS MEMBERS AND/OR THEIR RESPECTIVE GUESTS, INVITEES, TENANTS, CONTRACTORS OR AGENTS (TOGETHER, "MEMBER PARTIES", AND INDIVIDUALLY "MEMBER PARTY") FOR ANY ACTUAL, SPECIAL, PUNITIVE OR OTHER MONETARY DAMAGES RESULTING FROM ITS FAILURE TO OPERATE OR MAINTAIN THE STORMWATER MANAGEMENT SYSTEM IN ACCORDANCE WITH ALL APPLICABLE PERMITS. ACCORDINGLY, BY BEING OR BECOMING A MEMBER PARTY, EACH MEMBER PARTY AGREES THAT IN ANY LITIGATION BROUGHT BY A MEMBER PARTY BASED UPON THE MASTER ASSOCIATION'S ALLEGED FAILURE TO PROPERLY OPERATE AND MAINTAIN THE STORMWATER MANAGEMENT SYSTEM, THE MEMBER PARTY'S REMEDY SHALL BE STRICTLY LIMITED TO INJUNCTIVE RELIEF ENFORCING THE MASTER ASSOCIATION'S OBLIGATION TO MAINTAIN AND OPERATE THE STORMWATER MANAGEMENT SYSTEM IN ACCORDANCE WITH APPLICABLE PERMITS AND THE TERMS OF THIS DECLARATION.

TO THE GREATEST EXTENT PERMITTED BY LAW, NEITHER DEVELOPER, OWNER OF THE COUNTRY CLUB LAND, THE MASTER ASSOCIATION, NOR ANY OF THEIR RESPECTIVE SUCCESSORS, ASSIGNS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (THE "RELEASED PARTIES"), SHALL HAVE ANY MONETARY LIABILITY WHATSOEVER TO ANY MEMBER PARTY IN CONNECTION WITH ANY CLAIMS, DAMAGES OR IMPACT WHATSOEVER TO SUCH MEMBER PARTY THAT IS IN ANY WAY RELATED TO OR RESULTS FROM THE OPERATION, MAINTENANCE AND/OR REPAIR OF THE LAKES, DRAINAGE EASEMENTS OR ANY OTHER PORTION OF THE STORMWATER MANAGEMENT SYSTEM IN VIOLATION OF APPLICABLE PERMITS, INCLUDING BUT NOT LIMITED TO, ANY AND ALL NEGLIGENT ACTS OR OMISSIONS OF THE RELEASED PARTIES. EACH MEMBER PARTY, BY BEING OR BECOMING A MEMBER PARTY, RELEASES AND WAIVES ANY AND ALL MONETARY CLAIMS THE MEMBER PARTY HAS OR MAY

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HAVE AGAINST THE RELEASED PARTIES IN CONNECTION WITH ANY CLAIMS, DAMAGES OR IMPACT WHATSOEVER TO SUCH MEMBER PARTY THAT ARE IN ANY WAY RELATED TO OR RESULTS FROM THE OPERATION, MAINTENANCE AND/OR REPAIR OF THE LAKES, IN VIOLATION OF APPLICABLE PERMITS, DRAINAGE EASEMENTS OR ANY OTHER PORTION OF THE STORMWATER MANAGEMENT SYSTEM, INCLUDING BUT NOT LIMITED TO, ANY AND ALL NEGLIGENT ACTS OR OMISSIONS OF THE RELEASED PARTIES.

ALL MEMBER PARTIES ARE HEREBY NOTIFIED THAT THE STORMWATER MANAGEMENT SYSTEM IS NOT DESIGNED TO PREVENT NOR CAN IT PREVENT FLOODING RELATED TO TIDAL EVENTS CAUSED BY ANY WEATHER EVENT OR SEASONALLY HEIGHTENED TIDAL LEVELS. THEREFORE, EACH MEMBER PARTY, BY BEING OR BECOMING A MEMBER PARTY, WAIVES AND RELEASES ANY AND ALL CLAIMS, DAMAGES OR IMPACT WHATSOEVER TO SUCH MEMBER PARTY ARISING FROM OR IN ANY WAY RELATED TO FLOODING CAUSED BY, RESULTING FROM OR RELATED TO ANY WEATHER EVENT OR SEASONALLY HEIGHTENED TIDAL LEVELS.

THE RELEASED PARTIES SHALL NOT BE LIABLE OR RESPONSIBLE TO THE MEMBER PARTIES FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, RETENTION AREA, CANAL, CREEK, MARSH AREA, STREAM OR OTHER BODY OF WATER WITHIN OR ADJACENT TO THE PROPERTY, EXCEPT THE MASTER ASSOCIATION SHALL BE RESPONSIBLE TO ANY APPLICABLE GOVERNMENTAL AGENCY OR ENTITY AS REFERENCED HEREIN, TO COMPLY WITH APPLICABLE PERMITS. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO, OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE RELEASED PARTIES FROM ALL LIABILITY RELATED TO ANY CHANGES IN THE QUALITY AND LEVEL OF THE WATER CONTAINED IN SUCH BODIES.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS, POISONOUS SNAKES AND OTHER WILDLIFE MAY INHABIT OR ENTER INTO BODIES OF WATER CONTAINED WITHIN OR ADJACENT TO THE PROPERTY THAT MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, AND THAT THE RELEASED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE AND THEREFORE BY BEING OR BECOMING A MEMBER PARTY, EACH MEMBER PARTY RELEASES AND WAIVES ANY SUCH CLAIMS AGAINST THE RELEASED PARTIES.

ALL MEMBER PARTIES ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY BEING OR BECOMING A MEMBER PARTY, EACH MEMBER PARTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE RELEASED PARTIES FROM ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION, MAINTENANCE OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES, OR BOTTOMS AND THEREFORE EACH MEMBER

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PARTY RELEASES AND WAIVES ANY SUCH CLAIMS AGAINST THE RELEASED PARTIES.

3. A new Article XIII is hereby added to the Declaration as follows:

ARTICLE XIII

13.1 RESOLUTION OF DISPUTES. IN ORDER TO EXPEDITE THE RESOLUTION OF DISPUTES AND MINIMIZE THE EXPENSE OF POTENTIAL LITIGATION, EACH MEMBER PARTY, SUBDIVISION ASSOCIATION AND THE MASTER ASSOCIATION SHALL BE DEEMED TO EXPRESSLY, VOLUNTARILY, INTENTIONALLY, AND KNOWINGLY WAIVE THE RIGHT TO A TRIAL BY JURY FOR ANY AND ALL LEGAL PROCEEDINGS ARISING OUT OF OR IN ANY WAY RELATED TO THIS DECLARATION OR THE MASTER ASSOCIATION'S OTHER GOVERNING DOCUMENTS AND AGREE THAT ANY SUCH PROCEEDINGS SHALL BE ADJUDICATED BY A BENCH TRIAL IN A COURT OF COMPETENT JURISDICTION.

4. A new Article XIV is hereby added to the Declaration as follows:

ARTICLE XIV

14.1 Notice of Restrictive Covenants Applicable to Marsh Landing Country Club.

Marsh Landing Country Club is a private golf course located within the Marsh Landing at Sawgrass community. The Master Association is a party to an agreement with the owner of the Marsh Landing Country Club to place restrictions on potential future development. Previously, the owner of the Marsh Landing Country Club took the position that it had the ability to close the golf course and develop the golf course lands. The impact of such development could have significant impact upon property values within the Marsh Landing at Sawgrass community. The golf course lands are now subject to the Declaration of Restrictive Covenants entered between the Master Association and the owner of Marsh Landing Country Club, which is recorded in Official Records Book 5646, at page 1542, of the public records of St. Johns County (the "Restrictive Covenants"). The Restrictive Covenants place restrictions on development and use of the golf course lands such that the use of the golf course lands shall be limited to use as a private golf country club with a minimum of eighteen (18) playing holes, a clubhouse and a practice driving range, with amenities and services similar to those provided in the past, (including without limitation, tennis facilities, workout/gym facilities and a pool) and similar to private golf country clubs currently operated by the owner of the Marsh Landing Country Club. The Restrictive Covenants may not be amended or terminated until the Members have confirmed any such amendment or termination in compliance with the voting requirements set forth in Section 10.1 of this Declaration.

5. Except as specifically amended hereby, the Declaration shall remain in full force and effect.

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IN WITNESS WHEREOF, the Association has caused this Amendment to be duly executed as of the date and year first above written.

Signed, sealed and delivered
in the presence of:

MARSH LANDING AT SAWGRASS MASTER
ASSOCIATION, INC., a Florida non-profit
corporation

Sylvia Gargano
Name Printed: Sylvia Gargano
Print Address: 4200 Marsh Landing Blvd
Jacksonville Beach, FL 32250

By: Greg Neal
Name Printed: Greg Neal
President

Noelle Salomon
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Sylvia Gargano
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By: Amy Wallman
Secretary: Amy Wallman

Noelle Salomon
Name Printed: Noelle Salomon
Print Address: 4200 Marsh Landing Blvd
Jacksonville Beach, FL 32250

STATE OF FLORIDA)

COUNTY OF Duval)

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 29 day of May, 2024, by Greg Neal, as President, and by Amy Wallman, as Secretary, of MARSH LANDING AT SAWGRASS MASTER ASSOCIATION, INC. a Florida non-profit corporation, on behalf of the corporation.



PEGGY M. PARIS
Commission # HH 317592
Expires October 17, 2026

Peggy M. Paris
Notary Public, State of Florida at Large
Name Printed: Peggy M. Paris
Commission # HH 317592
My Commission Expires: 10/17/26
He/she is [check one]:
Personally Known ☒
or Produced I.D. ☐
Type of Identification Produced _____