

Prepared by and return to:
Sharon Strayer Leach
Attorney at Law
510 South Third Street
Jacksonville Beach, Florida 32250

**SUPPLEMENTAL
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR PABLO CREEK RESERVE
(Combined Lots 52 and 53, Phase One)**

THIS SUPPLEMENTAL DECLARATION OF COVENANTS AND RESTRICTIONS FOR PABLO CREEK RESERVE ("Supplemental Declaration") is made this 23rd day of December, 2008, by **PABLO CREEK RESERVE, LLC**, a Florida limited liability company ("Developer").

WITNESSETH

WHEREAS, Developer has executed the Declaration of covenants and Restrictions for Pablo Creek Reserve which was recorded on November 4, 2004, in Official Records Volume 12128, pages 1099 through 1132, of the current public records of Duval County, Florida, and in Official Records Book 2312, pages 1763 through 1796, of the public records of St. Johns County, Florida (the "Declaration"), thereby submitting all of the real property described in the Declaration to the terms thereof; and

WHEREAS, Developer is also the record title holder of Lots 52 and 53, PABLO CREEK RESERVE PHASE ONE, according to plat thereof recorded in Plat Book 57, pages 49, 49A through 49Q, inclusive, of the current public records of Duval County, Florida (the "Lots"); and

WHEREAS, Developer desires to sell both of the Lots at the same time to the same purchasers whose present intention is to utilize both Lots as one building parcel or "Lot" upon which one Residential Dwelling Unit may be constructed.

WHEREAS, Developer makes this Supplemental Declaration pursuant to the terms of Section 8.22 of the Declaration which allows Developer to file any covenants and restrictions with respect to any portion or portions of the Property owned by Developer without the consent or joinder of any other party..

NOW, THEREFORE, Developer hereby declares that:

1. The above recitals are true and correct and are hereby incorporated herein by this reference.
2. All capitalized terms contained in this Supplemental Declaration and which are defined by the Declaration, shall have the same meanings as such terms are defined by the Declaration.
3. The Lots are hereby designated by Developer by this Supplemental Declaration to be for single-family residential use for the construction of one Residential Dwelling Unit which shall encompass portions of both Lots. The Lots may not be sold, conveyed, or transferred separately by the purchasers to whom Developer transfers title (the

"Purchasers") without the express written consent of Developer or the Association as set forth in paragraph 6 below, which consent shall not be unreasonably withheld.

4. Upon the earlier of (a) Purchasers' transfer of title to the Lots or (b) the commencement of construction of a Residential Dwelling Unit, the designation of the Lots as combined Lots shall become non-reversible and the Lots shall thereafter perpetually be combined Lots as referred to in Section 6.3(b) of the Declaration. Construction shall be deemed to have commenced upon the pouring of the foundation for a Residential Dwelling Unit on the combined Lots ("Construction Commencement").

5. At any time prior to Construction Commencement, Developer or the Association may consent to the reversal of the combination of the Lots and to their conveyance independent of one another should the Purchasers present evidence of a situation which in Developer or the Association's sole independent judgment constitutes a hardship on the Purchasers.

6. In accordance with Section 6.3(b) of the Declaration, the Owner of the combined Lots shall pay annual and special assessments on the basis of one Assessment Equivalent for the one Residential Dwelling Unit to be located on the combined Lots. The Owner of the combined Lots is authorized to cast only one vote in Association matters.

7. This Supplemental Declaration shall become effective upon its recording in the current public records of Duval County, Florida. Except as specifically supplemented hereby, all terms and conditions of the Declaration remain in full force and effect as originally executed and recorded.

IN WITNESS WHEREOF, Developer has caused this Supplemental Declaration to be executed and its seal affixed hereto by its duly authorized officer effective the date first above written.

Signed, sealed and delivered in the presence of:

PABLO CREEK RESERVE, LLC, a Florida limited liability company

[Signature: Renée M. Crocco]
Print Name: Renée M. Crocco

By: Pablo Road Development, LLC, a Florida limited liability company, as Managing Member

[Signature: Jessica R. Allen]
Print Name: Jessica R. Allen

By: *[Signature: Gregory J. Barbour]*
Gregory J. Barbour, Vice President

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 23rd day of December, 2008, by Gregory J. Barbour, Vice President of Pablo Road Development, LLC, a Florida limited liability company, Managing Member of Pablo Creek Reserve, LLC, a Florida limited liability company, on behalf of the limited liability companies. He is personally known to me.

[Signature: Jessica R. Allen]
Print Name: _____

Notary Public, State of Florida at Large

Commission Number:

My Commission Expires:

NOTARIAL SEAL

