

5 MIN. RETURN
PHONE # 204-1653

Prepared by and return to:
Waterleaf Homeowners Association, Inc.
4729 U. S. Highway 17, Suite 204
Orange Park, Florida 32003

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JIM FULLER
CLERK CIRCUIT COURT
DUVAL COUNTY
RECORDING \$ 13.00
TRUST FUND \$ 2.00

FIRST SUPPLEMENTAL DECLARATION
TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS FOR
WATERLEAF AND
NOTICE OF ASSESSMENTS FOR
WATERLEAF HOMEOWNERS' ASSOCIATION, INC.

THIS FIRST SUPPLEMENTAL DECLARATION is made this 9th day of March, 2004, by WATERLEAF, L.L.C., a Florida limited liability company ("Declarant").

RECITALS

A. Declarant, subjected certain lands to the terms and conditions of the Declaration of Covenants, Conditions, Restrictions and Easements for Waterleaf and Notice of Assessments for Waterleaf Homeowners' Association, Inc. recorded in the Official Records Book 11353, page 164, of the public records of Duval County, Florida ("Declaration").

B. Pursuant to Section 2.2 of the Declaration, The Declarant is authorized to subject other lands contained within the Future Development Property to the terms and conditions of the Declaration by recording Supplemental Declarations.

C. Declarant is the owner of certain lands which are contained within the Future Development Property which are more fully described as all of the lands contained in:

Waterleaf Unit Two, according to plat thereof recorded in Plat Book 56, Pages 83 through 83 I, of the public records of Duval County, Florida ("Unit Two Land").

The Unit Two Land is sometimes referred to herein as "Additional Property".

D. Further pursuant to the provisions of Section 2.2 of the Declaration, the Supplemental Declaration may vary the terms of the Declaration by addition, deletion, or modification so as to reflect any unique characteristics of a particular portion of the development of the Additional Property.

NOW THEREFORE, in consideration of the premises the Declarant hereby declares:

1. All Recitals are true and correct
2. The Additional Property is hereby subjected to all terms and conditions of the Declaration and all owners of all or any portion of the Additional Property shall be bound by all such terms and conditions and shall have all rights and obligations set forth herein. The

Additional Property shall be held, transferred, conveyed and encumbered in compliance with the terms and conditions of the Declaration, which are covenants running with title to the Additional Property.

3. The following paragraph is hereby added to Section 8.8 of the Declaration:

"The Lots contained in the Unit Two Land shall be improved with dwellings containing not less than Fourteen Hundred (1,400) square feet of heated and air conditioned space on fifty (50) foot lots and eighteen hundred (1800) square feet of heated and air conditioned space on sixty (60) foot lots."

The minimum set backs for the Unit Two Land are as follows:

Front Setback	20 feet
Rear Setback	10 feet
Side Setback	5 feet
Side Street Setback	10 feet

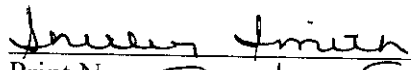
4. Except as set forth herein, all terms and conditions of the Declaration remain in full force and effect.

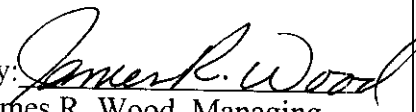
IN WITNESS WHEREOF, the undersigned has set its hand and seal as of the date first above written.

Signed, sealed and delivered
In the presence of:

WATERLEAF, L.L.C., A Florida limited
liability company


Print Name: **Sandra Spencer**

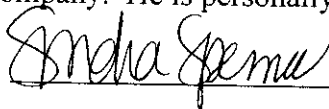

Print Name: **SHIRLEY SMITH**

By: 
James R. Wood, Managing
Member

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this 9th day of March, 2004, by James R. Wood, Managing Member of WATERLEAF, L.L.C., a Florida limited liability company, on behalf of the limited liability company. He is personally known to me.



Print Name: SANDRA SPENCER

Notary Public – State of Florida

My commission expires: _____

Commission number: _____

