

THIS DOCUMENT PREPARED BY AND RETURN TO:
SPENCER N. CUMMINGS, ESQ.
GUNSTER, YOAKLEY & STEWART, P.A.
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**SUPPLEMENTARY DECLARATION OF THE DECLARATION OF COVENANTS AND
RESTRICTIONS FOR CROSSWATER AT NOCATEE**

[CROSSWATER VILLAGE PHASE 3]

THIS SUPPLEMENTARY DECLARATION (this "Supplementary Declaration") is made effective as of November 15, 2019, by **SONOC COMPANY, LLC**, a Delaware limited liability company ("Developer"), and is joined by **CROSSWATER AT NOCATEE HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "Association").

RECITALS:

A. Developer executed the Declaration of Covenants and Restrictions for Crosswater at Nocatee, recorded in Official Records Book 4410, page 1403 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.

B. The Association is the entity responsible for administering the terms of the Declaration.

C. Developer is the owner of the land described on **Exhibit "A"** attached hereto (the "Crosswater Village Phase 3 Property").

D. Section 3.2 of the Declaration allows the Developer to subject the Crosswater Village Phase 3 Property to the terms and provisions of the Declaration without the consent or joinder of any other party, and the Developer desires to subject the Crosswater Village Phase 3 Property to the terms and provisions of the Declaration.

NOW THEREFORE, the Developer hereby declares that:

1. **General.** 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. **Addition of Crosswater Village Phase 3 Property.** The Crosswater Village Phase 3 Property is added to the Property under the Declaration, and such land and any portion thereof shall be held, transferred, sold and conveyed and occupied subject to all covenants, provisions, restrictions, easements, charges and liens and all other matters as set forth in the Declaration, as the same may be amended from time to time.

3. **Effective Date.** This Supplementary Declaration shall become effective upon its recordation in the public records of St. Johns 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.

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Signed, sealed and delivered
in the presence of:

Julie Baugus
Julie Baugus
(Print Name)

Jill Whalen
Jill Whalen
(Print Name)

**CROSSWATER AT NOCATEE
HOMEOWNERS ASSOCIATION, INC.,** a
Florida not-for-profit corporation

By: [Signature]
Name: Gregory J. Barbour
Its: President

STATE OF FLORIDA)
)SS
COUNTY OF DUVAL)

The foregoing instrument was acknowledged before me this 15 day of November, 2019 by Gregory J. Barbour, the President of **CROSSWATER AT NOCATEE HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation.

Tina E Miller
Print Name: Tina E Miller
NOTARY PUBLIC, State of Florida at Large
Commission #: _____
My Commission Expires: ✓
Personally Known: ✓
or Produced I.D.: _____
[check one of the above]
Type of Identification Produced: _____



EXHIBIT "A"

CROSSWATER VILLAGE PHASE 3 PROPERTY

All lots and other land shown on the plat of Crosswater Village Phase 3, recorded in Map Book 98, pages 1 through 14, inclusive, of the public records of St. Johns County, Florida.