

RESOLUTION OF THE BOARD OF COUNTY  
COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

WHEREAS, Marsh Pointe Limited Partnership, as Owner, has applied to the Board of County Commissioners of St. Johns County, Florida, for approval to record a subdivision plat known as Marsh Pointe ~~Plat~~ at Marsh Landing Unit Fifteen and,

WHEREAS, the Owner and Mortgagee\$ have dedicated certain roads, streets, easements, rights-of-way or other areas as shown on the subdivision plat for the uses and purposes thereon stated,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above-described subdivision plat is conditionally approved by the Board of County Commissioners of St. Johns County, Florida, subject to Section #6.

Section 2. The dedicated roads, streets, easements, rights-of-way and other areas shown on the plat are conditionally accepted by the Board of County Commissioners of St. Johns County on behalf of the beneficiaries to the dedication. This acceptance shall not be deemed an acceptance requiring construction or maintenance of the roads, streets, easements, rights-of-way or other areas by the County. This acceptance is subject to Section #6.

Section 3. The Construction Bond is waived.

Section 4. The Warranty Bond is waived.

Section 5. The Clerk is instructed to file the title OPINION.

Section 6. The approval and acceptance described in Sections 1 and 2 shall not take effect until the plat has been signed by each of the following departments, persons or offices:

- a) Chairman or Vice-Chairman of the Board of County Commissioners of St. Johns County, Florida
- b) County Attorney
- c) County Planning Department or Office
- d) County Zoning Department or Office
- e) Clerk of Courts

The Clerk shall not sign or accept the plat for recording until it has been signed by each of the above persons or entities described in a) through d) above and the construction bond unless waived, has been delivered to the Clerk. If the plat is not signed and accepted by the Clerk for recording within 14 days from the date hereof, then the above-described conditional approval and acceptances shall automatically terminate. If the plat is signed by the Clerk on or before such time, the conditions described herein, shall be deemed to have occurred.

ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 22nd day of November, 1988.



BOARD OF COUNTY COMMISSIONERS  
OF ST. JOHNS COUNTY, FLORIDA

BY: [Signature]  
Its \_\_\_\_\_

ATTEST: Connie E. McDaniel  
Deputy Clerk

MARSH POINTE  
DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION, made on the date hereinafter set forth by MARSHPOINTE LIMITED PARTNERSHIP, a Maryland limited partnership authorized to do business in Florida (hereinafter referred to as "Declarant").

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in Ponte Vedra Beach, County of St. Johns, State of Florida, which is more particularly described on Exhibit A attached hereto and made a part hereof ("Property").

WHEREAS, Declarant desires to provide for the orderly development of the Property and such portions of the Additional Property (as hereinafter defined) as are subjected to the Declaration so as to promote the well being of the residents and the value of the Property.

WHEREAS that Declarant deems it desirable to create a not-for-profit association to manage the Property. Such Association (as hereinafter defined), shall own, operate, maintain and administer all the Common Property (as hereinafter defined); shall administer and enforce the covenants, conditions, restrictions and limitations set forth herein; the Association shall enforce the easements created herein and shall collect and disburse the assessments hereinafter created.

WHEREAS, the Property is a part of a community generally known as "Marsh Landing at Sawgrass" which community is governed by the Master Declaration (as hereinafter defined) and accordingly is subject to all terms and conditions of the Master Declaration in accordance with that certain Submission of Additional Property to Marsh Landing at Sawgrass Community Covenants recorded in Official Records Book 769, Page 624 of the public records of St. Johns County, Florida.

NOW, THEREFORE, Declarant hereby declares that all of the Property described herein shall be held, sold and conveyed subject to the easements, restrictions, covenants, and conditions set forth herein, which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Additional Property" shall mean and refer to any land which is adjacent or contiguous with the Property, which is located within the planned unit development known as Marsh Landing at Sawgrass or which is located such that if such land is annexed to the Declaration by the Declarant, or its successors or assigns, it shall form an integrated community with the Property.

Section 2. "Articles" shall mean and refer to the Articles of Incorporation of the Association as amended from time to time.

Section 3. "Association" shall mean and refer to Marsh Pointe at Marsh Landing Owners Association, Inc., its successors and assigns.

Section 4. "Bylaws" shall mean and refer to the Bylaws of the Association as amended from time to time.

Section 5. "Common Expenses" shall mean and refer to those items of expense for which the Association is or may be responsible under this Declaration and those additional items of expense approved and adopted in the manner set forth in the Declaration, the Articles or the Bylaws.

Section 6. "Common Roads" shall mean and refer to the roads described in a conveyance or grant of easement or depicted on any plat of the Property which provide ingress and egress to a Lot. The Common Roads shall be conveyed to the Association upon completion and accordingly, unless specifically set forth to the contrary, references to Common Property shall mean and include the Common Roads. Common Roads shall not include any roads owned and maintained by the Master Association (as hereinafter defined).

Section 7. "Common Property" shall mean and refer to those tracts of land which are deeded to the Association and designated in the deed as "Common Property" and such improvements thereon as are specifically conveyed to the Association. The term "Common Property" shall also include any personal property acquired by the Association, if the personal property is designated as "Common Property," as well as certain land not owned by the Association but for which the Association is assigned responsibility for maintenance and/or repair. All Common Property is to be designated to and intended for the common use and/or enjoyment of the Owners and their guests, permitted lessees or invitees subject to any operating rules adopted by the Association and subject to any use rights made or reserved by Declarant prior to conveyance of such Common Property or the granting of the easements or the designation for Association maintenance. Common Property shall not include the facilities which are designated a part of the Marsh Landing Country Club, including without limitation, the golf course, tennis courts and swimming pool and related facilities.

Section 8. "County" shall mean and refer to St. Johns County, Florida.

Section 9. "Declarant" shall mean and refer to MarshPointe Limited Partnership, a Maryland limited partnership authorized to do business in Florida, its successors and assigns, if such successors or assigns should acquire more than one undeveloped Lot from the Declarant for the purpose of development and provided that such rights as Declarant are specifically assigned to the successor or assign and such successor or assign shall specifically assume the obligations of Declarant under the Declaration, Articles and Bylaws. Declarant may assign all or part of its rights in the manner set forth in the Assignment.

Section 10. "Declaration" shall mean and refer to this Marsh Pointe Declaration of Covenants, Conditions, Restrictions and Easements applicable to the Property.

Section 11. "Dwelling" shall mean and refer to the single family residence constructed on a Lot.

Section 12. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property or on any preliminary plat for Additional Property which the Declarant intends to plat as a part of the Property together with all improvements thereto.

Section 13. "Master Association" shall mean and refer to the Marsh Landing at Sawgrass Master Association, Inc., the Florida not-for-profit corporation charged with the operation of the lands described within the Marsh Landing Planned Unit Development Ordinance.

Section 14. "Master Declaration" shall mean and refer to the Declaration for Community Covenants for Marsh Landing at Sawgrass recorded in Official Records Book 524, page 49 of the public records of the County as it may be amended from time to time.

Section 15. "Member" shall mean and refer to those persons entitled to Class "A" or "B" Membership in the Association as provided in the Declaration and Articles.

Section 16. "Mortgagee" shall mean and refer to any institutional holder of a first mortgage encumbering a portion of the Property as security for the performance of an obligation; an insurer or guarantor of such mortgage, including without limitation, the Veterans Administration ("VA") or Federal Housing Administration ("FHA") and/or a purchaser or guarantor of such mortgages in the secondary market including without limitation, Federal National Mortgage Association ("FNMA") and Governmental National Mortgage Association ("GNMA"); and the Declarant, if it is holding a first mortgage on any portion of the Property.

Section 17. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot, which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 18. "Property" or "Properties" shall mean and refer to that certain real property described in Exhibit A together with improvements thereon, (except such improvements the title of which are reserved by the Declarant or its assignees), and such portions of the Additional Property as may hereafter be brought within the jurisdiction of the Declaration by annexation.

## ARTICLE II

### PROPERTY RIGHTS

Section 1. Common Property Improvements. The Declarant has reserved the right, but not the obligation, to construct certain improvements on the Common Property, including, without limitation, entry feature, signage, decorative lighting, fountain, dock, decorative landscaping and/or gazebo at Declarant's sole cost and expense. Upon completion of any of the foregoing, the Declarant shall convey such improvements to the Association which shall thereafter maintain the improvements as a part of the Common Expenses.

Section 2. Owners' Common Property Easements. Subject to the provisions of the Declaration, the rules and regulations of the Association, and any prior use rights granted in the Common Property, every Owner(s), their successors and assigns and their families and every guest, tenant, and invitee of such Owner(s) is hereby granted a right and easement of ingress and egress and enjoyment in and to Common Property which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association to suspend the voting rights by an Owner for any period during which any Assessment against his Lot remains unpaid; and for a period, not to exceed sixty (60) days, for any infraction of its published rules and regulations.

(b) The right of the Association to deny use rights of an Owner to any recreational facilities located on the Common Property.

(c) The right of the Board of Directors, without further consent from Owners or their Mortgagees, to dedicate, transfer or grant an easement over all or any part of the Common Property to any public agency, authority or utility company for the purpose of providing utility or cable television service to the Property and the right of the Board to acquire, extend, terminate or abandon such easement.

(d) The right of the Association to sell, convey or transfer the Common Property or any portion thereof to any third party other than those described in Subsection (c) for such purposes and subject to such conditions as may be approved by a two-thirds vote of the Board of Directors.

(e) The right of the Board of Directors to adopt rules and regulations pertaining to the use of the Common Property.

(f) The right of the Declarant or the Board to authorize other persons to enter upon or use the Common Property for uses not inconsistent with the Owners' rights thereon.

(g) The right of the Board to mortgage any or all of the Common Property for the purpose of improvement or repair of the Common Property.

Section 3. Delegation of Use. Any Owner may delegate his right of use and enjoyment of the Common Property to the members of his family, his permitted lessees, or contract purchasers who occupy the Lot within the Property.

Section 4. Owners' Common Road Easements. It is specifically acknowledged that the Common Roads, which constitute a part of the Common Property, will be conveyed by the Declarant to the Association free and clear of all liens and encumbrances, except taxes and except Declarant's reserved right, but not obligation, to install, repair, restore and maintain all utility installations, street lighting and signage, including without limitation, cable television in the road right of way. Each Owner of a Lot, his successors and assigns, Mortgagees, domestic help, delivery, trash pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities serving the Property, and such other persons as the Declarant and/or the Board shall designate, are hereby granted a perpetual non-exclusive easement for ingress and egress over the Common Roads.

The Declarant and the Association shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of the Declarant or the Association, may create or participate in a disturbance or nuisance on any part of the Property; provided that, the Declarant or Association shall not deny an Owner or Mortgagee the right of ingress and egress to any portion of the Property owned by such Owner or mortgaged in favor of such Mortgagee. The Declarant and the Association shall have (a) the right to adopt rules and regulations pertaining to the use of the Common Roads, (b) the right, but no obligation, from time to time, to control and regulate all types of traffic on the Common Roads, including the installation of gatehouses and security systems, if the Declarant or Association so elects. The Declarant and the Association shall have the right, but no obligation, to control speeding and impose speeding fines to be collected by the Association in the manner provided for assessments and to prohibit use of the Common Roads by traffic or vehicles (including without limitation, "go-carts", three wheeled vehicles, all terrain vehicles and other such vehicles used primarily for recreational purposes), which in the opinion of Declarant or the Association would or might result in damage to the Common Roads or create a nuisance for the residents, (c) the right, but no obligation, to control and prohibit parking on

all or any part of the Common Roads, and (d) the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree or other thing, natural or artificial which is placed or located on the Property, if the location of the same will in the opinion of the Declarant or the Association obstruct the vision of a motorist.

The Declarant reserves the sole and absolute right at any time to dedicate a Common Road for public use and to redesignate, relocate, or close any part of the Common Roads without the consent or joinder of any Owner or Mortgagee so long as no Owner or his Mortgagee is denied reasonable access from his Lot to a public roadway by such redesignation, relocation or closure. In such event, the foregoing easement over the Common Road shall be terminated and the Association shall reconvey the Common Road at the request of the Declarant. Upon the termination of the Declarant's Class B Membership, the foregoing right of the Declarant shall vest in the Association.

Section 5. Conveyance of Common Property. The Declarant may convey the Common Property (other than the Common Roads, which shall be conveyed as provided above) to the Association at such time as all the planned improvements, if any, are complete and in the event the Common Property is unimproved at such time as the Declarant determines, but in all events prior to the termination of the Class B membership. Such conveyance shall be subject to easements and restrictions of record and free and clear of all liens and financial encumbrances other than taxes for the year of conveyance. The Declarant may reserve certain rights to itself for use of the Common Property and/or Common Roads which are not inconsistent with use by the Owners.

### ARTICLE III

#### MEMBERSHIP AND VOTING RIGHTS

Section 1. Qualification for Membership: Every Owner of a Lot which is subject to this Declaration shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to this Declaration.

Section 2. Classes of Membership: The Association shall have two classes of voting membership:

(a) Class A. Class A Members shall be all Owners of Lots, with the exception of the Declarant, and there shall be one vote for each Lot.

(b) Class B. Class B Member shall be the Declarant who shall be entitled to two (2) votes for each Lot owned. The total number of votes of the Class B member shall be increased at the time of submission of Additional Property as depicted in a preliminary plan to the County to include the number of Lots contained within the Additional Property plus one. The Class B membership shall cease upon the happening of the first of the following events to occur:

- (i) when there are less than two (2) Lots within the Property or Additional Property owned by the Declarant;
- (ii) five (5) years from the date of recording this Declaration;
- (iii) when Declarant, in its sole discretion, elects to transfer control to the Class A Members.

Section 3. Approval by Voting. Whenever in this Declaration a proposed action or issue must be approved by a specified percentage of the vote of the Association such approval may be obtained by:

(a) the specified percentage of Members casting their respective votes to approve such action or issue in person or by proxy at duly noticed and constituted meeting of the Members at which a quorum is present, or

(b) the specified percentage of Members holding all votes giving the approval by written consent to approve the action or issue.

#### ARTICLE IV

##### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Declarant, for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments. The annual and special assessments, (sometimes jointly referred to herein as "Assessments") together with interest, costs, and reasonable attorney's fees, shall be a charge on the Lot and shall be a continuing lien upon the Lot against which each such Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the Assessment fell due. The personal obligation for delinquent Assessments shall be the joint obligation of the grantor and grantee under a deed, without affecting the grantee's right to recover the grantor's share from the grantor.

Section 2. Purpose of Assessments. The Assessments levied by the Association shall be used for the payment of Common Expenses of the Association including, without limitation, water, sewer and electric bills for service to the Common Property, maintenance of Common Roads, trash removal, landscape maintenance, the insurance required herein, the cost of other Association obligations as set forth or permitted herein, reserves therefor and taxes thereon, as well as administrative and operating costs of the Association. Any and all funds collected by the Association shall be held in an escrow account solely for the benefit of the Association.

Section 3. Amounts of Assessments. As of the date of recording the Declaration, the amount of the Annual Assessment payable by Owners of each Lot is \$ \_\_\_\_\_ per year. Provided, however, if on January 1st of each year, the Consumer Price Index for "All Items" (United States City Average) as compiled by the Bureau of Labor Statistics, U.S. Department of Labor, should be higher than the latest compiled index as of the date of filing this Declaration, the Annual Assessment shall be increased by an amount proportional to the amount of such Index described above. The Board of Directors may modify the limits set forth herein only where the increases described above are inadequate to properly finance the provision of services described in Section 2. Provided, however, in determining whether any increase is within the limitation imposed by this paragraph the amount of any increased cost of utilities or insurance, damage or acts of God and increase in reserve funds shall not be included.

Section 4. Special Assessments for Capital Maintenance or Repair. In addition to the Annual Assessments authorized above, the Association may levy, in any assessment year, a



Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Property, including fixtures and personal property related thereto, provided that any such assessment shall have the approval of two-thirds (2/3) majority vote of the Board unless the Special Assessment is required due to the inadequacy of the insurance proceeds to cover the cost of a repair to Common Property (See Article IX, Section 1) wherein no approval shall be required.

Section 5. Uniform Rate of Assessment. Both Annual Assessments and Special Assessments for the purposes set forth in Section 4 above, must be fixed at a uniform rate for all Lots in a class and any increase must be applied uniformly for all classes. In the event that an Owner or his family, guest or invitees specifically damage the Common Property or fail to properly maintain the Lot as provided in the other provisions hereof, such Lot may be subjected to a nonuniform Special Assessment for payment of such costs.

Section 6. Date of Commencement of Annual Assessments: Due Dates. The Annual Assessments for each Lot shall commence upon the conveyance of such Lot to a non-Declarant Owner. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto. The Annual Assessment may be payable annually, quarterly or monthly as the Board may from time to time determine and the due date shall be the first day of the billing cycle unless specifically changed by the Board of Directors.

Section 7. Association Certificate. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Assessments for a specified Lot have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the highest rate of interest permitted by the law. The Association may bring an action at law against the Owner personally obligated to pay the same. The Association may record a claim of lien of record in the County and thereafter foreclose the claim of lien against the Lot. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Property or abandonment of his Lot.

Section 9. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage held by a Mortgagee. Sale or transfer of any Lot shall not affect the Assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such Assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessment thereafter becoming due or from the lien thereof. Any such delinquent Assessments which were extinguished pursuant to the foregoing may be reallocated and assessed against all of the Lots as part of the annual budget.

Section 10. Exempt Property. All properties dedicated to, and accepted by, a local public authority or utility company

and serving a public use, all properties owned by a charitable or non-profit organization exempt from ad valorem taxation by the laws of the State of Florida and properties owned by the Association shall be exempt from the Assessment created herein, except no land or improvements which are occupied as a residence shall be exempt from Assessments.

Section 11. Reserves. The Board shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Property. This reserve fund shall constitute a portion of the annual budget. In addition, the Board of Directors may establish reserve funds from the Annual Assessments to be held in reserve for:

(a) major rehabilitation or major repairs;

(b) for emergency and other repairs required as a result of storm, fire, mutual disaster or other casualty loss; and

(c) initial cost of any new service to be performed by the Association.

Section 12. Declarant Payment. The Declarant shall be excused from payment of any Assessments due in connection with any Lots owned by Declarant until such time as the Declarant transfers control of the Association to the Owners. Provided, however, during such time the Declarant hereby agrees that it shall pay any deficit between the Assessments as collected from the non-Declarant Owners and the Common Expenses as such are incurred. Further, Declarant covenants that until it transfers control of the Association to the Owners, that notwithstanding the provisions of Section 3 hereof, there shall be no increase in the Annual Assessments which exceeds ten percent (10%) in any one year.

Section 13. Assessments for Failure to Maintain. In the event that an Owner fails to maintain his Lot or the improvements thereupon as required herein, the Association shall give written notice sent certified mail, return receipt requested, specifying such failure to the Owner and if the Owner fails to correct such unperformed maintenance within ten (10) days from the Association's written notice, the Association may perform such maintenance and the cost of such shall constitute a Special Assessment for which a claim of lien may be filed and enforced.

Section 14. Failure to Give Notice or Revise Budget. The failure or delay of the Board to prepare or adopt the annual budget for any fiscal year or to give notice thereof shall not constitute a waiver or release in any manner of the Owner's obligation to pay any Assessment as herein provided, whenever the same shall be determined. In the absence of an annual budget or notice of change, each Owner shall continue to pay the Assessment as established for the previous year.

## ARTICLE V

### ARCHITECTURAL CONTROL

Section 1. Preamble. It is the intent of the Declarant and the Developer of Marsh Landing at Sawgrass to preserve and enhance the unique natural environment of Marsh Landing at Sawgrass. As is typical of much of the southeastern coastal areas, the land is basically heavily wooded, but relatively flat with gentle slopes and minimal changes in elevations to the edge of the tidal marshes and lakes. Experience has shown that careful attention during the design and construction stages is required to insure that the finished dwelling will be compatible with the original site. Any and all modifications of the

improvements on the Lots must be submitted to and approved by the ARB of the Master Association and as well as is provided herein.

Section 2. General Provisions. Subject to the provisions of architectural control contained within the Master Declaration, no building, fence, wall or other structure, landscaping or exterior lighting plan or any other type of improvement, other than those erected by the Declarant, shall be commenced, erected or maintained upon the Property, nor shall any exterior addition to or change or alteration thereon be made until the plans and specifications showing the nature, kind, shape, height, color, materials, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Declarant. Improvements or modifications which are specifically subject to architectural approval include without limitation, the construction of the initial structures on a Lot [(except as constructed by Declarant) and the painting or alteration of a Dwelling (including doors, windows, roof)], or other devices, construction of fountains, swimming pools, jacuzzis, construction of privacy fences; additions of awnings, shelters, gates, flower boxes, shelves, and statues (all jointly referred to herein as "Proposed Improvements").

Section 3. Architectural Review Board ("ARB").

(a) Composition of the ARB.

The architectural review and control functions of the Declarant shall be administered and performed by the the ARB, which shall consist of at least three (3) members who need not be members of the Association. The Declarant shall have the right to appoint all of the members of the ARB, or such lesser number as it may, in its sole discretion, appoint for so long as it owns a Lot subject to this Declaration. Thereafter, members of the ARB as to whom Declarant may relinquish the right to appoint, and all members of the ARB subsequent to termination of the Declarant's control of the Association, may be the Board of Directors or may be a committee appointed by, and shall be serving at the pleasure of, the Board of Directors of the Association. At such time as the Board of Directors has the right to constitute the ARB or appoint the members of the ARB, the Board shall appoint at least one (1) architect or building contractor thereto. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof shall be filled by the Board of Directors; except that Declarant, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of the ARB appointed by Declarant.

(b) Powers and Duties of the ARB.

The ARB shall have the following powers and duties:

(i) To draft Architectural Planning Criteria. The Declarant has created a set of Architectural Planning Criteria and has sole control of such criteria until Declarant no longer owns any Lots subject to this Declaration. Subsequent to the termination of the Declarant's control of the ARB, the ARB may recommend to the Board modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association. Notice of any modification or amendment

to the Architectural Planning Criteria including a verbatim copy of such change or modification, shall be delivered to each Owner. However, a receipt of a copy of a modification or amendment to the Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification. No Board approval of the Architectural Planning Criteria shall be required during the time the Declarant has control of the ARB.

(ii) To require submission to the ARB of two (2) complete sets of plans and specifications for a Proposed Improvement, the construction or placement of which is proposed upon any Lot or Property. The ARB may also require submission of samples of building materials and colors proposed for use in the Proposed Improvement and may require such additional information as reasonably may be necessary for the ARB to completely evaluate the Proposed Improvement in accordance with the Declaration and the Architectural Planning Criteria.

(iii) To approve or disapprove any Proposed Improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot or the Property. Subsequent to the transfer of control of the ARB by the Declarant, any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall be dispositive; provided, however, during the time the Declarant controls the ARB determination by the ARB shall be final. The underlying purpose of the review provided herein is not to prohibit the individualization of the Dwellings on the Lots or the landscaping contained thereupon but rather assure that such modifications or changes are consistent with the style and ambiance of the original construction.

(iv) To evaluate each application for the total effect, including the manner in which the Lot is developed. This evaluation relates to matters of judgment and taste which cannot be reduced to a simple list of measurable criteria. It is possible, therefore, that a Proposed Improvement might meet individual criteria delineated in this Article and the Architectural Planning Criteria and still not receive approval, if in the sole judgment of the ARB, its overall aesthetic impact is unacceptable. The approval of an application for one Proposed Improvement shall not be construed as creating any obligation on the part of the ARB to approve applications involving similar designs for Proposed Improvements pertaining to different Lots.

(v) If any Proposed Improvement as aforesaid shall be changed, modified or altered without prior approval of the ARB of such change, modification or alteration, and the plans and specifications therefor, if any, then the Owner shall, upon demand, cause the Proposed Improvement to be restored to comply with the original plans and specifications, or the plans and specifications originally approved by the ARB, and shall bear all costs and expenses of such restoration, including costs and reasonable attorneys' fees of the ARB.

(vi) In addition, any Owner making or causing to be made any Proposed Improvement shall be deemed to have agreed, for such Owner and his heirs, personal representatives, successors and assigns to hold the ARB, Association, Master Association, Declarant and all other Owners harmless from any liability, damage to the Property and from expenses arising from the construction and installation of any Proposed Improvement and such Owner shall be solely responsible for the maintenance, repair and insurance of any alteration, modification or change and for assuring that the Proposed Improvement meets with all applicable governmental approvals, rules and regulations and for obtaining such approvals.

(vii) The ARB is hereby authorized to make such charges as it deems necessary to cover the cost of review of the plans and specifications.

(viii) The ARB created hereunder shall use its best efforts to cooperate with the architectural review procedure under the provisions of the Master Declaration and to the extent that if there is a conflict between the provisions of the Master Declaration or the decisions of the architectural control board under the Master Declaration and the provisions hereof or the decisions made hereunder, the provisions of the Master Association and the decisions made in accordance with the Master Declaration shall prevail.

Section 4. Procedure for Approval of Plans. The ARB shall approve or disapprove the preliminary and final applications for a Proposed Improvement within thirty (30) days after each has been submitted to it in proper form together with all supporting information. If the plans are not approved within such period, they shall be deemed disapproved.

Section 5. Architectural Planning Criteria.

(a) Building Type. No building shall be erected, altered, placed or permitted to remain on any Lot other than one single-family residence containing not less than two thousand (2,000) square feet of liveable, enclosed, heated floor area (exclusive of open or screen porches, patios, terraces, garages and carports) and having a private and enclosed garage (or carport if approved) for not less than two (2) nor more than four (4) cars ("Dwelling"). Unless approved by the ARB as to use, location and architectural design, no tool or storage room may be constructed separate and apart from the Dwelling nor can any such structure(s) be constructed prior to construction of the main Dwelling.

(b) Exterior Color Plan. The ARB shall have final approval of all exterior colors plans and each Owner must submit to the ARB prior to initial construction and development upon any Lot a color plan showing the color of the roof, exterior walls, shutters, trims, which shall be consistent with the homes in the surrounding areas.

(c) Roofs. Flat roofs shall not be permitted unless approved by the ARB. Minimum pitch of roof will be 7/12. Protrusions through roofs for power ventilators or other apparatus, including the color and location thereof, must be approved by the ARB.

(d) Garages. No garage shall be converted to living space, unless a garage in compliance with these provisions, is constructed in its stead and unless the facade of the enclosed garage is approved by the ARB. The use of side entry garages is encouraged wherever possible.

(e) Driveway Construction. All dwellings shall have a paved driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage. All driveways must be constructed of an approved material and no natural concrete shall be permitted.

(f) Games and Play Structures. All platforms, dog-houses, playhouses or structures of a similar kind or nature shall be constructed to the rear of the Dwelling and no such structure shall be constructed on any part of a Lot located in front of the rear line of the Dwelling constructed thereon and shall be constructed so as to not adversely affect the adjacent Lots or the use thereof. No swing sets, jungle gyms or similar equipment shall be visible from the golf course. No basketball

backboards, net or hoops shall be erected. Any such structure must have prior approval of the ARB and without limiting any other criteria for approval, the ARB shall review the height of such structure to assure the privacy of neighboring Owners.

(g) Fences and Walls. The composition, location and height of any fence or wall to be constructed on any Lot shall be subject to the approval of the ARB. The ARB shall require the composition of any fence or wall to be identical with the material used in the surrounding homes and other fences, if any and the location of such fence shall be strictly controlled. Wire or chain link fences are prohibited. If an Owner owns a pet as permitted hereunder, such Owner shall be required either to erect and maintain a fenced rear yard or to construct and maintain another ARB-approved method for keeping and maintaining such permitted pets when outdoors. Without limiting the foregoing, the location of all fencing adjacent to or within the site line of the golf course shall be strictly reviewed.

(h) Landscaping. No artificial grass, plants or other artificial vegetation or sculptural landscape decor shall be placed or maintained on any Lot unless approved by the ARB. All Lots shall be irrigated by an automatic sprinkler system.

(i) Swimming Pools. Any swimming pool to be constructed on any Lot shall be subject to the requirements of the ARB, which include, but are not limited to the following:

(i) Composition to be of material thoroughly tested and accepted by the industry for such construction;

(ii) The outside edge of any pool wall and screening may not be closer than four (4) feet to a line extended and aligned with the side walls of Dwelling unless approved by the ARB;

(iii) No pool screening shall be permitted unless expressly approved by the ARB;

(iv) Any lighting of a pool or other recreation area shall be designed so as to buffer the surrounding residences from the lighting;

If one Owner elects to purchase two (2) adjoining Lots and use one for recreation purposes, the Lot used for recreation purposes must be adequately screened by landscaping and/or walls or fences on both the front and side as required by the ARB.

(k) Garbage and Trash Containers. No Lot shall be used or maintained as a dumping ground for rubbish, trash or other waste. All trash, garbage and other waste shall be kept in sanitary containers which shall be kept within an enclosure constructed with each Dwelling in a location approved by the ARB.

Owner agrees that the ARB or the Association shall have the discretion to rectify any violation of this subsection, with or without notice, and that Owner shall be responsible for all expenses incurred by the ARB thereby, which expenses shall constitute a lien against the Lot enforceable in appropriate court of equity or law.

(l) Temporary Structures. No structures of a temporary character, trailer, tent, shack, garage, barn, or other out building shall be used on any Lot at any time as a residence either temporarily or permanently.

(m) Removal of Trees. In reviewing building plans, the ARB shall take into account the natural landscaping such as trees, shrubs and palmettos, and encourage the Owner to

incorporate them in his landscaping plan. No tree of six (6) inches in diameter at two (2) feet above natural grade shall be cut or removed without approval of the ARB, which approval may be given when such removal is necessary for the construction of a Dwelling or other improvement.

(n) Window Air Conditioning Units. No window or wall air conditioning units will be permitted. All air conditioner compressors shall be screened from view by a fence, wall or shrubbery.

(o) Utility Connections. Building connections for all utilities, including, but not limited to, water, electricity, telephone and television shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the governing utility authority.

(p) Mailboxes. All mailboxes shall be of a standard design. The initial mailbox shall be installed by the Declarant and thereafter all maintenance, replacement or damage shall be performed by the Owner. If the postal service requires that the mailboxes be grouped in one area then the Association shall maintain the mailboxes.

(q) Well Limitation. Any wells to be installed and constructed on any portion of the Property shall be approved by the ARB, shall provide water to be used for irrigation or operating air conditioning systems and not for drinking and shall be in strict compliance with any regulations of the applicable utility company.

(r) Lot Size. No Lot which has been improved by the construction of a Dwelling shall be further subdivided or separated into small lots by any Owner; provided that this provision shall not prohibit corrective deeds or similar corrective instruments. The Declarant shall have the right to modify the subdivision plats of the Property for use of Lots as roadways or in such other manner as Declarant deems necessary or convenient.

(s) Floor Elevation. The floor elevation of the first habitable floor of any dwelling (excluding the portions of such floor which do not contain habitable space, i.e. garage, patios, etc.) will be constructed a minimum of four and one-half (4-1/2) feet above existing grade.

(t) Waiver of Architectural Planning Criteria. The Architectural Planning Criteria set forth herein are intended as guidelines to which adherence shall be required by each Owner in the Property; provided, however, the ARB shall have the express authority to waive any requirement set forth herein if, in its professional opinion, it deems such waiver in the best interest of the Property and the deviation requested is compatible with the character of the Property. A waiver shall be evidenced by an instrument signed and executed by the ARB upon approval by a majority of its members.

## ARTICLE VI

### USE RESTRICTIONS

In order to provide for congenial occupancy of the Property and for the protection of the value of the Lots, the use of the Property and Lots shall be in accordance with the following restrictions and conditions so long as the Property and Lots are subject to this Declaration.

Section 1. Residential Uses. Lots shall be used for residential Dwellings and for no other purpose, and no business or commercial building may be erected on any Lot and no business may be conducted on any part of any Lot or Dwelling.

Section 2. Antennae. No aerial, antenna, satellite receptor dish or similar device shall be placed or erected upon any Lot or affixed in any manner to the exterior of any improvement on such Lot.

Section 3. Nuisances. Nothing shall be done or maintained on any Lot which may be or become an annoyance or nuisance to the neighborhood. Any activity on a Lot which interferes with television, cable or radio reception on another Lot shall be deemed a nuisance and a prohibited activity. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board of Directors of the Association and the written decision of the Board shall be dispositive of such dispute or question.

Section 4. Signs. No "For Sale" or other sign of any kind shall be erected or displayed on any part of the Property unless approved by the ARB and unless consistent with signs permitted elsewhere in Marsh Landing.

Section 5. Energy Conservation. Solar energy and other energy conservation devices are not prohibited or discouraged, but the design and appearances of such devices will be closely scrutinized and controlled to assure consistency with neighborhood aesthetics. Request for approval of installation of any type of solar equipment shall be included in the development plan and must be approved in accordance therewith.

Section 6. Clothes Drying Area. No portion of any Lot shall be used as a drying or hanging area for laundry of any kind unless screened from the view of neighboring Owners and from the street and unless such drying device is of a temporary nature and removed when the clothes are dry.

Section 7. Window Coverings. No reflective window coverings or treatments shall be permitted on any building in the Property. All window coverings shall have linings or other treatment so that the exterior appearance of the window appears neutral from the street and/or golf course and further no unsightly objects shall be placed in the windows so as to be visible from the street and/or golf course. The ARB, at its discretion, may control or prohibit other window coverings and treatments which it deems to be reasonably compatible with aesthetic standards set forth herein.

Section 8. Off-Street Motor Vehicles. No motorized vehicles including, without limitation, two and three wheel all terrain vehicles, go carts, or "dirt bikes" may be operated on the Property, nor on or off of paved roadways and drives.

Section 9. Noise. Exterior noise, and noise emanating from within buildings or other improvements, including without limitation, talking, singing, television, radio, record or tape player or musical instruments, shall be maintained from 11:00 p.m. until 7:30 a.m. at such volume that the noise is not audible beyond the boundaries of the Lot from which it originates and at all times so as not to constitute a nuisance or unreasonable annoyance to neighbors.

Section 10. Leasing. No Dwelling may be leased for a period of less than one (1) month. In the event that an Owner leases the Lot, the Owner shall advise the security office of the change in occupancy, and such lessee shall be deemed to have agreed to be governed by the terms hereof. Provided, however, the Owner shall be liable for the acts of the lessee, without limiting, any right the Owner may have to recover against the lessee.



Section 11. Pets and Animals. No animals except common domestic household pets, within the ordinary meaning and interpretation of such words numbering no more than four (4) four-footed pets, consisting of not more than two dogs and two cats may be kept, maintained or cared for in any Lot or within the Property. No pets shall be allowed to make an unreasonable amount of noise or to become a nuisance; and no pets will be allowed on the Property other than on the Lot of the Owner of such pets, unless confined to a leash or under voice control. No pet shall be allowed to run at large and all pets shall be kept within an enclosed area, which must be clean, sanitary and reasonably free of refuse and waste. Upon written request of any Owner the Board may conclusively determine at its sole discretion, in accordance with its rules, whether an animal is a domestic household pet, whether such animal is making an unreasonable amount of noise, whether an animal is being allowed to run at large or whether an animal is a nuisance. The decision of the Board in such matters is conclusive and shall be enforced as other restrictions contained herein. No pet may be maintained, kept, cared for or boarded for hire or remuneration on the Property and no kennels for boarding or operation shall be allowed.

Section 12. Oil and Mining Operation. No oil drilling, mining operations, oil refining, quarrying or oil development operations, or tanks, tunnels, mineral excavations or shafts shall be permitted upon, in, or under any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 13. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Property or any part thereof and all valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction thereof shall be observed.

Section 14. Repair and Parking of Vehicles. No commercial or inoperative vehicle shall be parked on any Lot in the street or in the driveway on any Lot. No vehicles shall be parked in the driveway or on the street overnight but shall be stored in garages with the doors closed. Boats, trailers, campers and vans must be stored with an enclosure so as to be screened from view. No vehicle repair shall be performed in the driveway unless it is of a short term duration or repairs which take less than three (3) hours.

Section 15. Trash Removal. The Association may contract for a service to regularly remove trash from the Property or may arrange for the Owners to contract individually for such service. Each Owner shall maintain trash in approved sanitary containers and shall be responsible for the placement and removal of such container at the front of the Lot on the designated days. The charge for this service shall be a part of the Assessment, provided that if there is an additional charge made due to an Owner having a large amount of trash, the Owner shall pay for such additional service as a Special Assessment.

Section 16. Additional Use Restrictions. The Board of Directors of the Association may adopt such additional use restrictions, rules or regulations, applicable to all or any portion or portions of the Property and to waive or modify application of the foregoing use restrictions with respect to any Lot(s) as the Board, in its sole discretion, deems appropriate.

## ARTICLE VII

### RIGHTS OF MORTGAGEES

Section 1. Mortgagee Notice Rights. Upon written request to the Association, identifying the name and address of a Mortgagee, such Mortgagee will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which affects a material portion of the Common Property or any Lot on which there is a first mortgage held, insured or guaranteed by such Mortgagee.

(b) Any delinquency in the payment of Assessments owed by an Owner of a Lot subject to a first mortgage held, insured or guaranteed by such Mortgagee, which remains uncured for a period of sixty (60) days.

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action which would require the consent of a specified percentage of Mortgagees.

Section 2. Mortgagee Information. The Association shall make available to Owners and Mortgagees current copies of this Declaration, Articles, Bylaws and rules and regulations of the Association, as well as books, records and financial statements of the Association. "Available" means available for inspection, upon written request during normal business hours or under other reasonable circumstances.

## ARTICLE VIII

### ANNEXATION OF PROPERTY

Section 1. Declarant's Annexation. The Declarant shall have the right, for so long as it is a Class B Member from time to time and in its sole discretion, to annex to the Property and to include within this Declaration any Additional Property.

Section 2. Association Annexation. The Association may annex Additional Property owned by the Association to the Property with the approval of 2/3 of the votes of the Board of Directors.

Section 3. Supplemental Declarations. Any such additions authorized in section 1 or 2 above may be made by filing of record of one or more supplemental declarations. With respect to Additional Property annexed by the Declarant, the supplemental declaration need only be executed by the Declarant; in the case of Additional Property to be annexed by the Association, the supplemental declaration shall be executed by the President of the Association and shall state that such annexation is in accordance with a resolution passed by the Association in accordance with the terms of this Declaration regarding amendments. A supplemental declaration shall contain a statement that the land that is the subject of the supplemental declaration constitutes Additional Property which is to become a part of the Property subject to this Declaration. In addition, the supplemental declaration may contain additional covenants and restrictions provided that such covenants and restrictions are consistent with those contained herein. Such supplemental declaration shall become effective upon being recorded in the public records of the County.

Section 4. Effect of Annexation. In the event that any Additional Property is annexed to the Property pursuant to the provisions of this Article, then such Additional Property shall be considered within the definition of Property for all purposes of this Declaration, and each Owner of a Lot therein shall be a Class A Member and shall be entitled to one (1) vote and the Class B Member shall be entitled to additional votes as provided in Article III. Provided, however, until a supplemental declaration is recorded subjecting any portion of the Additional Property this Declaration shall not constitute a defect or encumbrance on the title of the Additional Property.

Section 5. Withdrawal. Declarant may at any time in its sole discretion determine to withdraw Property from this Declaration by recording in the public records a declaration of withdrawal of the Property which shall be consented to by the owner of the Property and its Mortgagee, if any, if such is not the Declarant. Subsequent to the termination of the Declarant's ownership of any Property subject to this Declaration, the Association may withdraw Property in the manner stated herein with the consent of the Owner if it is not the Association.

## ARTICLE IX

### INSURANCE, CONDEMNATION AND RECONSTRUCTION

Section 1. Damage to or Condemnation of Common Property. In the event that any portion of the Common Property is damaged or destroyed by casualty or natural events, or taken through condemnation proceedings or conveyance in lieu thereof, it shall be repaired or restored by the Association to substantially its condition prior to the damage or destruction.

Repair, reconstruction or restoration of the Common Property shall be substantially in accordance with the plans and specifications pursuant to which the same was originally constructed. All insurance proceeds shall be applied to the repair, reconstruction, restoration and repair of such damage. If the insurance proceeds or condemnation award and any reserves maintained by the Association for such purpose are insufficient, the deficit shall be assessed against all Owners as a Special Assessment. If there is a surplus of insurance proceeds, such shall become the property of the Association.

With respect to any insurance proceeds or condemnation award in connection with such loss or damage to the Common Property or improvements thereon, the Association is hereby designated to represent the Owners in any proceedings, negotiations, settlements or agreements in connection with such award.

Section 2. Damage to or Condemnation of the Lots. In the event of damage or destruction to any portion of the improvements on a Lot, due to casualty, natural events, condemnation or conveyance in lieu thereof, the improvements shall be repaired or restored by the Owner. In the event that the damage, destruction or condemnation renders the improvements uninhabitable or the damage is so substantial that the Owner determines not to rebuild the improvements on the Lot, the Owner shall clear the debris and have the Lot leveled within 60 days from the date of destruction or damage and shall thereafter maintain the Lot in a clean and sanitary condition. Provided, however in the instance of damage to townhomes the Dwelling shall be repaired or restored unless the three owners determine to level all three Dwellings.

Section 3. Damage to Common Property Due to Owner Negligence. In the event that the Common Property is damaged as a result of the willful or negligent acts of the Owner, his tenants, family, guests or invitees, such damage shall be repaired by the Association and the cost of repair thereof shall be a

Special Assessment against such Owner as described in Article IV, Section 13.

Section 4. Association Insurance. The Association shall obtain and maintain insurance policies insuring the interests of the Association as hereinafter described. The policy of property insurance shall cover all of the Common Property (except land, foundation, excavation and other items normally excluded from coverage) but including fixtures and building service equipment, to the extent that they are part of the Common Property.

The policy shall afford, as a minimum, protection against the following:

(a) loss or damage by fire and other perils normally covered by the standard extended coverage endorsement;

(b) all other perils which are customarily covered with respect to projects similar in construction, location and use, including flood insurance, if applicable, and all perils normally covered by the standard "all risk" endorsement, where such is available. If flood insurance is required, it must be in an amount of 100% of current replacement cost of the improvement or the maximum coverage under the National Flood Insurance Program.

(c) losses covered by general liability insurance coverage covering all Common Property in the amount of at least \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of Common Property and any legal liability that results from lawsuits related to employment contracts in which the Association is a party.

The hazard policy shall be in an amount equal to 100% of the current replacement cost of the insured properties exclusive of land, foundation, excavation and items normally excluded from coverage. The maximum deductible amount for such policies shall be the greater of \$10,000 or 1% of the policy amount, provided that the funds to cover the deductible shall be included in the Association reserve accounts. The policy shall provide that it may not be cancelled or substantially modified without at least thirty (30) days' prior written notice to the Association. The Board may obtain such additional insurance as it in its sole discretion deems reasonable, convenient or necessary.

In the event that any of the insurance requirements contained herein become unavailable and/or prohibitively expensive or the Mortgagees modify their insurance requirements, the Board, in its discretion, may determine to modify the coverages contained herein in such a manner as the Board using its business judgment determines reasonable and prudent.

Section 5. Dwelling Insurance. Each Owner of a Lot must obtain and maintain hazard insurance in at least the amount of the fair market value of the Dwelling and shall maintain liability insurance insuring itself and its occupants or tenants in the event of injury or damage occurring on or about the Lot.

## ARTICLE X

### EASEMENTS

Section 1. Utility Easements. For so long as the Declarant is a Class B member, the Declarant hereby reserves the right to grant perpetual nonexclusive easements for the benefit

of Declarant or its designees, upon, across, over, through and under any portion of the Property for ingress, egress, installation, replacement, repair and maintenance of utility and service lines and service systems, public and private. Declarant, for itself and its designees, reserves the right to retain title to any and all pipes, lines, cables or other improvements installed on such easements. Upon termination of the Declarant's right to grant such easements, the Association shall have the right to grant the easements described herein.

Section 2. Declarant's Easement of Correct Drainage.  
For so long as the Declarant is a Class B member, Declarant hereby reserves a blanket easement on, over and under the ground within the Property to maintain and correct drainage of surface waters and other erosion controls in order to maintain reasonable standards of appearance or to comply with applicable laws.

Section 3. Central Telecommunication Receiving and Distribution System.

Declarant hereby grants to Continental Cablevision, its successors and assigns ("Cable Service Provider"), a non-exclusive easement to install, maintain, and operate cable television lines, transformers and related equipment within the Common Roads. The foregoing easement is terminable at such time as the Cable Service Provider's right to provide such service expires or is terminated.

Section 4. Golf Course Buffer Area. There is hereby created a buffer area which extends thirty feet landward from the golf course boundary line and the most upland of the jurisdictional boundaries as established by the applicable governmental agencies ("Golf Course Buffer Area"). No dwellings, accessory structures or improvements, including, but not limited, to balconies and patios (except for recreational facilities constructed on the Common Property) shall be constructed within the Golf Course Buffer Area without the prior approval of the Developer under the Master Declaration. The Association shall be responsible for the cost of underbrushing and trimming the vegetation within the Golf Course Buffer Area as is necessary and appropriate. The foregoing provision shall also be subject to all the terms and conditions set forth in that certain Buffer Zone Restrictive Covenant recorded in Official Records Book 769, page 631, of the public records of St. Johns County, Florida and all the provisions of the Master Association.

In addition, it is acknowledged that each Lot abutting or contiguous with the Marsh Landing Country Club golf course is hereby subjected to an easement for the ordinary and usual activities associated with the playing of golf, including without limitation, removal of balls, noise of players and carts, and normal maintenance. Without limiting the provisions of any other term hereof, all fencing and other improvements within the Golf Course Buffer Area shall be strictly reviewed to assure that such fencing and improvements do not interfere with the playing of golf or with the aesthetics or view from the golf course.

Section 5. Ingress and Egress Easements. Lots 10, 11 and 12 of Marshpointe at Marsh Landing Unit Fifteen are hereby subjected to an easement for ingress, egress, drainage and utilities as more fully depicted on the plat thereof as an extension of Carriage Lamp Way. Notwithstanding the fact that the ownership of the land subject to this easement, the Association shall maintain the paved area of the roadway and the landscaping contained therein in the same manner as if it were a Common Road owned by the Association.

ARTICLE XI

## LAKE AND WATER RIGHTS

Section 1. Ownership of Lakes. Certain portions of the Property and/or the Additional Property shall be designated as stormwater retention or retention ponds and are herein referred to as "lakes". The bottom of any such lake subjected to this Declaration may be conveyed to an individual Owner, to the Association, to the Master Association, or retained by the Declarant, and the fee simple title holder thereof shall be the "Lake Owner" for the purposes set forth in this Declaration; provided however, the waters, water quality and maintenance of such lake shall be controlled by the Master Association.

Section 2. Maintenance of Lake Embankments and Lake Bottoms. The Master Association shall be responsible for and obligated to maintain and control the water level and quality of the lakes and shall maintain the lake bottom. The Master Association shall have the power and right as it deems appropriate, to control and eradicate plants, fowl, reptiles, animals, fish and fungi in and on any lakes, as well as to maintain any drainage device and/or water level devices so as to insure compliance with applicable governmental regulations as they exist from time to time. The Owner of the land adjacent to the water edge of the lake ("Adjacent Owner") shall maintain the embankment to the water edge as such level shall rise and fall from time to time. Maintenance of the embankment shall be conducted so that the grass, planting or other lateral support of the embankment shall exist in a clean and safe manner and so as to prevent erosion. If the Adjacent Owner shall fail to maintain the embankment, the Master Association shall have the right, but not the obligation, to enter onto the Adjacent Owner's property and perform the maintenance at the expense of the Owner, which expense shall be a Special Assessment against the Owner and his property as provided in the Master Declaration.

Section 3. Improvements on Lake. In the event that Declarant, an entity designated by the Declarant, the Master Association or the Association shall construct any fountains, bridges, docks, piers, or other improvements which may extend over or into the lake or construct any bulkheads or similar improvements to support or enhance the lake, the Master Association shall maintain any and all improvements in good repair and condition. No Owner, except the Declarant, its designee, the Master Association or the Association, shall be permitted to construct any improvement, permanent or temporary, on, over or under any lake without the written consent of the Master Association of the ARB, which consent may be withheld for any reason.

Section 4. Easements. The Owners' use and access to the lakes shall be subject to and limited by the rules and regulations of the Association and the Master Association. The use of lakes shall be limited to fishing, boating, and/or recreational use. The Master Association and the Association is hereby granted a non-exclusive easement for ingress and egress over the lakes and a parcel of land extending five (5) feet landward from the water edge of the lake for the purpose of providing the maintenance required herein and the Adjacent Owners are hereby granted a non-exclusive easement over the lake for the purpose of providing any maintenance to the embankment.

Section 5. Lake Use Restrictions and Covenants. In connection with the use of any lake, the following restrictions shall apply:

(a) All lakes, canals, and waterways within the Property are restricted in use to manually powered boats, sailboats under 18 feet, and boats with electric trolling motors.

(b) No bottles, trash, cans or garbage of any kind or description shall be placed in any lake.

(c) No activity shall be permitted on any lake which may become an annoyance or nuisance to the adjacent property and the Owners thereof. The Association's determination whether any activity constitutes an annoyance or nuisance shall be dispositive.

(d) No person or entity, except Declarant or the Master Association or the Association, shall have the right to pump or otherwise remove any water from any lake for the purpose of irrigation or other use.

(e) The lake shall not be used in conjunction with any business enterprise or public use whatsoever.

(f) There shall be no fishing permitted from bridges, streets or right of ways except as expressly provided by the Declarant. Only Owners shall be permitted to fish in the lakes and only in areas so designated.

(g) The Board shall be entitled to establish, amend, or modify rules and regulations governing the use of the lake.

Section 6. Indemnification. In connection with the platting of the Property or obtaining permits necessary to develop the Property, the Declarant may assume or may be required to assume certain obligations for the maintenance of the lakes or marshes or wetlands within the Property. The Declarant will assign to the Master Association all the obligations of the Declarant under the plat, applicable permits or under any applicable governmental regulations and for any and all obligations for the maintenance of lakes marshes or wetlands within the Property or Additional Property. The foregoing maintenance obligation shall be in effect notwithstanding the ownership of the lake, marsh or wetlands. Association further agrees that subsequent to the recording of this Declaration, it shall indemnify and hold Declarant harmless from suits, actions, damages, liability and expense in connection with loss of life, bodily or personal injury or property damage or other damage arising from or out of occurrence, in, upon, at or from the maintenance of the lake, occasioned wholly or in part by any act or omission of the Association or its agents, contractors, employees, servants or licensees but not including any liability occasioned wholly or in part by the acts of the Declarant, its successors, assigns, agents or invitees.

Section 7. Marshes. Owners' rights with respect to any marshes or wetlands which are contained within the Property are subject to the restrictions established by the Master Declaration, the Architectural Review Board established by the Master Declaration as well as by all governmental regulations and restrictions pertaining to the same including prohibitions against filling or alterations of the vegetation beyond the marsh or wetland boundary.

Section 8. Marsh/Wetland Property Lines. Declarant does not warrant that the property lines of Lots located along lakes, marshes, canals or wetlands will be identical to those depicted on any surveys or plats of the Lots in light of the meandering nature of water boundaries and the effects of changes in water courses.

## ARTICLE XII

### MAINTENANCE RESPONSIBILITIES

Section 1. Owner/Maintenance Responsibility. Each Owner is obligated to and responsible for performing all maintenance, repair and restoration in connection with the Dwelling and all improvements on the Owner's Lot. Each Owner shall maintain the exterior of the Dwelling and all buildings and improvements on the Owner's Lot in a good and workmanlike manner and shall present a neat and clean appearance upon the Lot including painting, repairing, replacing and caring for roofs, gutters, downspouts, exterior building surfaces, windows, doors, screening, walks and other exterior improvements. Without limiting the foregoing, each Owner acknowledges his obligation to maintain in working condition the exterior lamp post on the Owner's Lot including replacement of the photocell and light bulbs as required. Owners shall further assure that no refuse piles or unsightly objects shall be allowed to be placed or suffered to remain anywhere on any Lot.

In connection with these Lots upon which are located townhomes, each Owner shall maintain its own Dwelling so as to present a consistent exterior facade. In the event that the Owners within one townhouse building have a dispute regarding the level of maintenance, the dispute shall be resolved by the Association. In the event that an Owner fails to perform the appropriate maintenance, the Association shall have the right to make such repairs or perform such maintenance pursuant to Section 2 hereof and the Owner who failed to properly repair and maintain its Dwelling shall be responsible not only for the cost of the repair but also for the resulting damage to the adjacent dwellings.

Section 2. Enforcement of Owner Maintenance Responsibility. In the event that any Owner fails or refuses to maintain his Lot in the manner set forth above, after written notice to Owner, the Board may authorize its agents to enter upon the Lot and perform any necessary maintenance, the cost thereof shall be assessed against the Owner of the Lot as a Special Assessment. In the event that any Owner leases his Lot and the improvements thereon to a tenant, the Board shall notify the Owner and it shall be the Owner's responsibility to assure that the maintenance is performed.

Section 3. Association Maintenance Obligations. Notwithstanding any other specific requirements set forth therein, the Association is also obligated to and responsible for performing all maintenance, repair and restoration in connection with the Common Property and any improvements thereon. In addition, the Association may be designated by the Declarant or by a governmental entity as the entity responsible for maintenance of land which is not owned by it but which serves to benefit the Owners in general including, without limitation, rights of way, drainage ditches or areas, berms, fences, and conservation areas.

The Association shall maintain the landscaping contained with each Lot. Such landscape maintenance shall include regular mowing, edging and fertilizing of grassed areas, maintenance of the sprinkler system, pruning, trimming, mulching, and fertilizing of shrubbery. In the event that an Owner modifies the landscaping plan and obtains the approval of the ARB therefor, maintenance of such additional landscaping installed by such Owner shall be performed and paid for by the Owner.

Provided, however, to the extent that the Association maintains any landscaped areas, the Association does not guaranty or warrant any of the landscaping or other flora or plants installed by it or its agent. Accordingly, in the event that any landscaping plants or flora which the Association installs does not survive, the Association may replace such landscaping plants or other flora with substitute plant material of its own selection, using its best judgment and discretion, and is not required



to replace the landscaping or flora with exactly the same plant material.

### ARTICLE XIII

#### DISCLAIMER OF LIABILITY OF ASSOCIATION

Section 1. Association Responsibility. Notwithstanding anything contained herein or in the Articles of Incorporation, By-Laws, any rules or regulations of the Association or any other document governing or binding the Association (collectively, the "Association Documents"), the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Property including, without limitation, Owner's and their families, guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

(a) It is the express intent of the Association Documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the Property have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof;

(b) The Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, St. Johns County and/or any other jurisdiction or the prevention of tortious activities; and

(c) The provisions of the Association Documents setting forth the uses of Assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if assessment funds are chosen to be used for any such reason.

Each Owner (by virtue of his acceptance of title to his Lot) and each other person having an interest in lien upon or making a use of, any portion of the properties (by virtue of accepting such interest or lien or making such use) shall be bound by this Article and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this Article.

As used in this Article, "Association" shall include within its meaning all of Association's directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors and assigns. The provisions of this Article shall also inure to the benefit of Declarant, which shall be fully protected hereby.

### ARTICLE XIV

#### MASTER ASSOCIATION

Section 1. Master Association. The Master Association represents residents of the Marsh Landing at Sawgrass development, including all Owners of Lots within the Property, and its members are those persons designated in the Articles of Incorporation of the Master Association and Master Association By-Laws. The

Master Association, acting through its Board of Directors, have the powers, rights and duties with respect to the Property and Marsh Landing at Sawgrass which are set forth in the Master Association Articles of Incorporation, Master By-Laws and recorded Master Declaration.

Section 2. Master Association Lien. The Master Association is entitled to a lien upon a Lot for any unpaid assessment for expenses incurred or to be incurred by the Master Association in the fulfillment of its maintenance, operation and management responsibilities with respect to roadways, bridges, drainage facilities, rights-of-way, medians, bike-paths, entrance ways, irrigation systems, traffic control systems, arterial street lighting, security guards, fences and other facilities, lakes, lighting system, wildlife preserve, marshes, athletic fields and other Common Areas used or to be used in common with all residents of Marsh Landing at Sawgrass, and the payment of real estate ad valorem taxes assessed against such Common Areas, and other services, all of which is more particularly set forth in the Master Association By-Laws and Master Declaration.

Section 3. Master Association Authority. If for any reason the Association or any Owner of a Lot refuses or fails to perform the obligations imposed on it hereunder or under its Articles and By-Laws, the Master Association shall be, and is hereby, authorized to act for and in behalf of the Member or Association in such respect that the Association or Member has refused or failed to act, and any expenses thereby incurred by the Master Association shall be reimbursed by the Association or Member, as the case may be. In the event of any dispute or contradiction between this Declaration and the Master Declaration, the provisions of the Master Declaration shall prevail.

Section 4. Master Declaration Amendment. Notwithstanding anything herein to the contrary, this Declaration shall not be amended in any manner so as to affect the rights of the Master Association. Any such approval shall be evidenced by a recordable instrument executed by the president and attested by the secretary of the Master Association.

Section 5. Master Association Easement. The Master Association shall also have the right of ingress and egress to the Property for the purpose of preserving, maintaining or improving drainage or retention areas, marsh areas, lakes, hammocks, wildlife preserves or other similar areas (whether within or without the Property); and for the purpose of patrolling and maintaining security within all of Marsh Landing at Sawgrass.

## ARTICLE XVI

### ENCROACHMENTS

Lots 1 - 7 of Marshointe Patio Homes at Marsh Landing according to plat thereof recorded in Plat Book 22, pages 58 and 59 of the current public records of Duval County, Florida inclusive shall be subject to an easement for encroachment of not more than eighteen inches by the eaves and other similar projections of Dwellings on the adjacent Lot. Each Lot shall also be subject to an easement created by construction, setting and overhangs. A valid easement for such encroachments and for the maintenance of same shall and does exist for so long as it stands.

The Owner of the burdened Lot hereby grants to the Owner of the Lot benefitted by the encroachment a perpetual non-exclusive easement together with appurtenant air rights, drainage rights and right of access for maintenance as may be necessary and convenient to repair, restore and maintain the

portion of the Dwelling encroaching upon the Lot. Provided, however, the Owner of the benefitted Lot shall exercise such rights so as to minimize any disturbance to the burdened Lot and in the event that the exercise of any of the rights contained herein results in any damage to the burdened Lot or the improvements thereon, the Owner exercising his rights shall repair or restore the damage at his cost and expense.

In the event that a Dwelling on a Lot is partially or totally destroyed, and then rebuilt, the Owners of the burdened Lot agree that the originally constructed encroachments of parts of the dwelling or adjacent structures shall be permitted and a valid easement for any such encroachment and the maintenance thereof shall exist.

## ARTICLE XVII

### GENERAL PROVISIONS

Section 1. Enforcement. The Association, the Declarant for so long as it owns any Property, or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association, the Declarant or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 3. Term. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of forty (40) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years unless a termination thereof is approved by the Owners holding ninety-percent (90%) of the votes of the Association.

Section 4. Amendment. For so long as Declarant retains its Class B Membership, Declarant reserves the right without consent or joinder of any Owner or Mortgagee to (a) amend this Declaration, provided that such amendments shall conform to the general purposes and standards of the covenants and restrictions, herein contained, (b) amend this Declaration for the purpose of curing any ambiguity in or inconsistency between the provisions herein contained, (c) include in any supplemental declaration or other instrument hereafter made any additional covenants, restrictions and easements applicable to the Property which do not lower the standards of the covenants, restrictions and easements herein contained and (d) release any Lot from any part of the covenants and restrictions which have been violated, if Declarant, in its sole judgment determines such violation to be a minor or insubstantial violation. Declarant's right to release violation shall be vested in the Association upon termination of the Class B Membership. This Declaration may be amended during the first twenty (20) years after recording of this Declaration approval of Owners holding ninety percent (90%) of all the votes of the Association, and thereafter by approval of Owners holding not less than seventy-five percent (75%) of all the votes of the Association. Any amendment must be recorded.

Section 5. Water and Sewer Service and Easements. St. Johns Service Company, its successors or assigns ("Utility Company") has the sole and exclusive right to provide all water and sewage facilities and service to the Property. No well of any

kind shall be dug or drilled on any one of the Lots or any portion of the Property to provide water for use within the Dwellings, and no potable water shall be used within the Dwellings except potable water which is obtained from the Utility Company. Nothing herein shall be construed as preventing the digging of a well to be used exclusively for irrigation of any yard or garden or for air-conditioning. All sewage from any Dwelling must be disposed of through sewage lines and disposal plant owned or controlled by the Utility Company. No water from air-conditioning systems, ice machines, swimming pools or any other form of condensated water shall be disposed of through the lines of the sewer system. Declarant hereby grants, transfers and conveys unto the Utility Company an easement over the portion of the Property depicted on the plat of the Property for water and sewer lines.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, as hereunto set its hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

Signed, sealed and delivered in the presence of:

MARSHPOINTE LIMITED PARTNERSHIP

By: MARSH POINTE DEVELOPMENT COMPANY  
Its Managing General Partner

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its \_\_\_\_\_ President

[CORPORATE SEAL]

STATE OF \_\_\_\_\_ )  
                                  ) SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1988 by \_\_\_\_\_, the \_\_\_\_\_ President of Marsh Pointe Development Company, a Maryland corporation authorized to do business in Florida, as Managing General Partner of MarshPointe Limited Partnership, a Maryland limited partnership authorized to do business in Florida, on behalf of the partnership.

\_\_\_\_\_  
Notary Public

My Commission Expires:

November 10, 1988

St. Johns County Board of Commission  
c/o James G. Sisco, Esquire  
P. O. Box 1533  
St. Augustine, Florida 32084

Re: Proposed Plat of Marsh Pointe at Marsh  
Landing, Unit Fifteen

Dear Sir:

The undersigned law firm represents MarshPointe Limited Partnership and based upon the title certificate prepared by Title Insurance Company of Minnesota, File No. 5588-720 which was prepared by a search of the public records of St. Johns County, Florida, through November 1, 1988, to the extent the same are maintained in the office of the Clerk of the Court, on the property described in the caption of the proposed plat of Marsh Pointe at Marsh Landing Unit Fifteen and as more particularly described in the attached legal description and it is our opinion that record title to said land is in the name of MarshPointe Limited Partnership. The property is subject to the following.

1. Covenants and Reservations contained in the Warranty Deed between M. L. Partnership and MarshPointe Limited Partnership, recorded in Official Records Book 769, page 626, of the public records of St. Johns County, Florida, a copy of which is attached hereto.
2. Marketing Agreement between Fletcher Land Corporation and Arvida Corporation, a memorandum of which is recorded in Official Records Book 450, page 743, as amended by First Amendment to Marketing Agreement

dated September 29, 1983, as further amended by Second Amendment to Marketing Agreement, a memorandum of which is recorded in Official Records Book 634, page 645, as further amended by Amended and Restated Marketing Agreement recorded in Official Records Book 773, page 527, of the public records of St. Johns County, Florida.

3. Easement granted to Jacksonville Electric Authority recorded in Official Records Book 298, page 793, of the public records of St. Johns County, Florida.
4. Assignment of Easement from Jacksonville Electric Authority to the City of Jacksonville Beach recorded in Official Records Book 436, page 103, of the public records of St. Johns County, Florida.
5. Easement granted to M. L. Partnership by Marsh Landing Venture, Ltd. and Marsh Landing Business Park, Ltd., recorded in Official Records Book 657, page 1360, of the public records of St. Johns County, Florida.
6. Declaration of Community Covenants for Marsh Landing at Sawgrass recorded in Official Records Book 524, page 49, and amendments thereto recorded in Official Records Book 534, page 613 and Official Records Book 536, page 595 and Official Records Book 657, page 1354, and Official Records Book 660, page 74 and Official Records Book 769, page 624, all in the current public records of St. Johns County, Florida, as to all parcels.
7. Easement for utilities given to the City of Jacksonville Beach and recorded in Official Records Book 528, page 753, of the public records of St. Johns County, Florida.
8. Waiver of Right of First Refusal, Consent and Release of Lien between Arvida Corporation and St. Johns Utilities, Inc. recorded in Official Records Book 538, page 56, of the public records of St. Johns County, Florida.
9. Utility Service Agreement between St. Johns Utilities, Arvida Corporation, and Fletcher Land Corporation, a memorandum of which is recorded in Official Records Book 538, page 37, of the public records of St. Johns County, Florida.

10. Easement for ingress and egress and underground utilities over and across the property described in Declaration of Easement recorded December 28, 1987 in Official Records Book 768, page 1626, of the public records of St. Johns County, Florida.
11. Buffer Zone Restrictive Covenant recorded in Official Records Book 769, page 631, as amended in First Amendment to Agreements between M. L. Partnership and Marshointe Limited Partnership recorded in Official Records Book 79, page 560 of the public records of St. Johns County, Florida.
12. UCC-1 Financing Statement in favor of Shenandoah Federal Savings Bank recorded in Official Records Book 769, page 656, of the public records of St. Johns County, Florida.
13. Memorandum of Selling Bonus between M. L. Partnership and MarshPointe Limited Partnership recorded in Official Records Book 769, page 635, s amended in First Amendment to Agreements between M. L. Partnership and Marshointe Limited Partnership recorded in Official Records Book 79, page 560 of the public records of St. Johns County, Florida.
14. Subordination Agreement with respect to Memorandum of Selling Bonus recorded in Official Records Book 769, page 680, of the public records of St. Johns County, Florida.
15. UCC-1 Financing Statement in favor of M. L. Partnership recorded in Official Records Book 769, page 677, of the public records of St. Johns County, Florida.
16. Mortgage given to Shenandoah Federal Savings Bank from MarshPointe Limited Partnership, securing an original principal indebtedness of One Million Nine Hundred Thousand Dollars (\$1,900,000.00) recorded in Official Records Book 769, page 640, and Partial Release of Mortgage and Financing Statement and Spreading Agreement recorded in Official Records Book 794, page 552 of the public records of St. Johns County, Florida.
17. Mortgage given to M. L. Partnership from MarshPointe Limited Partnership, securing an original principal indebtedness of One Million One Hundred Thousand Dollars (\$1,100,000.00) recorded in Official Records Book

769, page 668, and Partial Release of Mortgage and Financing Statement and Spreading Agreement recorded in Official Records Book 794, page 548 of the public records of St. Johns County, Florida.

18. Memorandum of Option and Right of First Refusal between M L. Partnership and MarshPointe Limited Partnership recorded in Official Records Book 769, page 659, of the public records of St. Johns County, Florida.

19. Utility Eastment between St. Johns Service Company and Marsh Pointe Limited Partnership recorded in Official Records Book 798, page 1660, of the public records of St. Johns County, Florida.

Taxes for the year 1987 are paid in full, taxes for 1988 are due and payable but are not overdue until April 1, 1989.

This certificate is issued solely for the purpose of complying with Section 177.041, Florida Statutes, St. Johns County Ordinance No. 78-38 as amended from time to time.

GALLAGHER, BAUMER, MIKALS,  
BRADFORD, CANNON & WALTERS, P. A.

  
Linda Connor Kane

LCK:mri  
Attachment

LCKMPML15A



CAPTION A PART OF GOVERNMENT LOT 11, SECTION 17; AND A PART OF GOVERNMENT LOT 2, SECTION 29;  
ALL IN TOWNSHIP 3 SOUTH, RANGE 29 EAST, ST. JOHNS COUNTY, FLORIDA MORE PARTICULARLY  
DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE COMMENCE AT THE INTERSECTION OF THE SOUTHERLY RIGHT  
OF WAY LINE OF MARSH VIEW COURT WITH THE WESTERLY RIGHT OF WAY LINE OF BRIDLE WAY, BOTH AS  
ESTABLISHED BY MARSH LANDING AT SAWGRASS UNIT NINE, AS RECORDED IN MAP BOOK 17, PAGES 98 THROUGH 92  
OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE N.31°22'23"E., ALONG SAID WESTERLY RIGHT OF WAY LINE OF  
BRIDLE WAY, A DISTANCE OF 30.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY  
HAVING A RADIUS OF 1444.30 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING  
N.32°35'56"E. AND A CHORD DISTANCE OF 61.80 FEET TO THE MOST SOUTHEASTERLY CORNER OF MARSH POINTE  
PATIO HOMES AT MARSH LANDING UNIT FIFTEEN, AS RECORDED IN MAP BOOK 22, PAGES 58 AND 59 OF THE PUBLIC  
RECORDS OF THE AFORESAID ST. JOHNS COUNTY; THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID MARSH POINTE  
PATIO HOMES AT MARSH LANDING UNIT FIFTEEN, THE FOLLOWING TWO COURSES: (1) S.73°00'50"W. A DISTANCE  
OF 69.47 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 300  
FEET; (2) SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A CHORD BEARING S.70°40'18"W. AND A CHORD  
DISTANCE OF 24.52 FEET TO A POINT OF REVERSE CURVATURE, THE POINT OF BEGINNING; THENCE CONTINUE  
ALONG THE SOUTHERLY AND WESTERLY BOUNDARY OF THE AFORESAID MARSH POINTE PATIO HOMES AT MARSH LANDING  
UNIT FIFTEEN THE FOLLOWING FOUR COURSES: (1) NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE  
NORTHEASTERLY HAVING A RADIUS OF 25.00 FEET, A CHORD BEARING N.71°00'36"W. AND A CHORD DISTANCE OF  
32.58 FEET TO A POINT OF REVERSE CURVATURE; (2) NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE  
SOUTHWESTERLY HAVING A RADIUS OF 187.00 FEET, A CHORD BEARING N.40°38'04"W. AND A CHORD DISTANCE OF  
66.77 FEET; (3) N.08°13'00"E. A DISTANCE OF 101.93 FEET; (4) N.37°26'57"E. A DISTANCE OF 351.36  
FEET; THENCE N.89°03'44"W. A DISTANCE OF 492.38 FEET; THENCE N.24°54'27"W. A DISTANCE OF 144.32  
FEET; THENCE S.39°57'32"W. A DISTANCE OF 126.46 FEET; THENCE S.21°22'06"W. A DISTANCE OF 56.86 FEET;  
THENCE S.13°12'19"W. A DISTANCE OF 100.55 FEET; THENCE S.04°24'22"W. A DISTANCE OF 53.91 FEET;  
THENCE S.16°14'21"W. A DISTANCE OF 100.46 FEET; THENCE S.22°44'39"W. A DISTANCE OF 35.25 FEET; THENCE  
S.23°49'00"E. A DISTANCE OF 147.74 FEET; THENCE S.64°36'00"E. A DISTANCE OF 202.33 FEET; THENCE  
S.32°41'00"E. A DISTANCE OF 107.15 FEET; THENCE N.80°16'00"E. A DISTANCE OF 114.50 FEET TO A POINT  
ON A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 300.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC  
OF SAID CURVE, A CHORD BEARING N.47°35'52"E. AND A CHORD DISTANCE OF 212.40 FEET TO THE POINT OF  
BEGINNING, CONTAINING 6.67 ACRES MORE OR LESS.