

Marietta Forrest
Document Changes
Section 1

Article IV, Section 1: No building, fence, wall or other structures or improvement of any kind or nature shall be commenced, erected, altered, maintained or permitted to remain upon the Property, nor shall any exterior addition to or change or alteration, including painting, therein be made, nor shall any alteration made to the existing landscaping visible from the road right of way or any adjacent Lot or Lots 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 Class C member, if any. In the event said Class C member fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

Is amended in lieu thereof shall read:

Article IV Section 1a: No building, fence, wall or other structure or improvement of any kind or nature shall be commenced, erected, altered, maintained or permitted to remain upon the Property, nor shall any exterior addition to or change or alteration, including painting, therein be made nor shall any alteration made to the existing landscaping visible from the road right of way or any adjacent Lot or Lots 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 Architectural Review Committee, if any. In the event said Architectural Review Committee members fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

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Section 2

Article IV Section 2. The Developer may re-subdivide, or re-plat, the Property in any way it see fit for any purpose whatsoever. The restrictions herein contained, in case of such re-platting or re-subdividing, shall apply to each lot as re-platted or re-subdivided.

Is amended in lieu thereof shall read:

Article IV Section 2 No homeowner may re-subdivide, or re-plat, the Property in any way it sees fit for any purpose whatsoever.

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Section 4

Article IV Section 4: No trade, or business or noxious or offensive trade or activity, in the sole opinion of the Board of Directors shall be carried on upon any Lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

Is amended in lieu thereof shall read:

Article IV Section 4a:

No trade, noxious or offensive activity shall be permitted on any part of the Property, nor shall anything be permitted or done which may become a nuisance or a source of embarrassment, discomfort, or annoyance to the neighborhood, in the sole opinion of the Board of Directors. No burning trash, leaves, clippings, or other debris shall be permitted on any part of the Property, including street right-of-ways. All structures, landscaping and lawns are to be neatly maintained.

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Section 5

Article IV Section 5: No mobile homes, tents, outbuildings or shacks shall be placed on any Lot except mobile homes used temporarily as sales offices and construction offices with the Developer's approval and such outbuildings of not greater than 200 square feet in size as are constructed in the same style and of the same color, material and exterior finish as the approved principal structure.

Is amended in lieu thereof shall read:

Article IV Section 5A) No mobile home, tents, outbuildings or structures shall be placed on any Lot without first having Architectural Review Committee approval. Such buildings may not be greater than 200 square feet in size and meet all of Duval County building guidelines for outbuildings.

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Section 6

Section 6: No garage shall at any time be used as a separate residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No detached garages, single car garages, or carports shall be permitted.

Section 6 (a): No garage shall at any time be used as a separate residence, temporarily or permanently, nor shall any structure of a temporary character be used as a residence. No detached garages, single car garages, shall be permitted. Carports may be permitted with approval of construction by Duval County and the Architectural Review Committee. Construction must be performed by a licensed and certified construction company.

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Section 11

Article IV Section 11: No Signs. No signs of any kind, excluding "For Sale" and "For Rent" signs, shall be exhibited in any way on the Property other than those placed or erected by the Developer.

Is amended in lieu thereof shall read:

Article IV Section 11a: Signs -"For Sale", "For Rent" signs may be exhibited on any Property without time limit. Contractor signs may be exhibited on Property only during the time frame of work being performed on the Property. Political signs maybe exhibited on Property for Two (2) weeks before an election, and must be removed within 48 hours after election, must not be larger than 18x24 inches in size. Home business signs (*ie...* Mary Kay, Avon, Amway, Notary) may be exhibited but must not be larger than 8 1/2 x 11 inches in size.

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Section 12

Article IV Section 12: No aerial, antenna, satellite dish or similar device shall be placed or erected upon any Lot or affixed in any manner to the exterior of any building of such Lot unless same is not visible from the road, provided, however, that television antennae may be located on roof tops in such a way as to be visible from the street.

Is amended in lieu thereof shall read.

Article IV Section 12a: No aerial or antenna shall be placed or erected upon any Lot or affixed in any manner to the exterior of any building of such Lot unless same is not visible from the road.

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Section 13

Article IV Section 13 Boats and Motor Vehicles: No boats, recreation vehicles or other motor vehicles, except properly licensed and tagged four-wheel passenger automobiles shall be placed, parked or stored upon any lot in locations visible from the street. No maintenance or repair may be performed on vehicles except within a garage totally obscured from view of neighboring lots and the street.

Is amended in lieu thereof shall read.

Article IV Section 13a Boats and Motor Vehicles: Boats, recreation vehicles, trailer every type must be screened from view in the back/side yard by a fence. No commercial or industrial equipment may be parked or stored on any Lot at any time. No commercial vehicle exceeding 10,000 GVW or 5 Tons except for deliveries shall be permitted in the Community per City Ordinance. Only properly licensed and tagged automobiles may be parked in the driveway. At no time may a vehicle be parked on the grass part of the Property. If you have guest they may park in the roadway for a limited amount of time. Routine maintenance on property owners vehicles only may be performed with a 48 hour completion time frame and all hazardous waste must be disposed of properly.

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Section 15

Article IV Section 15: Mailboxes: Unless attached to the dwelling, no mailbox, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Lot without prior written approval of the Class C member, if any.

Is amended in lieu thereof shall read:

Article IV Section 15a: Mailboxes: No mailbox, paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines or similar material shall be erected on any Lot without prior written approval of the Architectural Review Committee, if any.

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Section 16

Article IV Section 16: Air conditioning Equipment: Central air conditioning units only shall be permitted within the Property and window and wall air conditioning units shall be prohibited.

Is amended in lieu thereof shall read:

Article IV Section 16a: Air conditioning Equipment: Central air conditioning units only shall be permitted within the Property. Window and wall air conditioning units shall be permitted with Architectural Review Committee approval and must be completely obscured from view of the street.

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Section 17

Article IV Section 17: Window Coverings: Reflecting window coverings treatments are expressly prohibited and only neutral, solid colored window coverings shall be permitted on any building on the Property. The Class C Member, if any, in its discretion, may control or prohibit window coverings and treatments not reasonably compatible with aesthetic standards of the Property.

Is amended in lieu thereof shall read:

Article IV Section 17a: Window Coverings: Reflecting window coverings treatments are expressly prohibited and only neutral, solid colored window coverings shall be permitted on any building on the Property.

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Section 18

Article IV Section 18: Fences: Fences shall be permitted only around the perimeter of the back and side yards extending no closer to the street than the rear of the house. Such fences shall be subject to the prior approval of the Class C Member, if any.

Is amended in lieu thereof shall read:

Article IV Section 18a: Fences: Fences shall be permitted only around the perimeter of the back and side yards no closer than the front corner of the house, in no case may a fence be built within 6 inches of the utility boxes on the side of the house which same boxes are located. Fences may be constructed of Vinyl or wood only, with a height limit of six (6) feet, unless back of Lot faces a retention pond then the back part of the fence must gradually go down to four (4) feet and the back fence must be four (4) ft constructed in a picket style or chain link, this provision is for pond line property only. Such fences shall be subject to the prior approval of the Architectural Review Committee, if any.

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Section 19

Section 19: Additional Use Restrictions: The Community Association or the Class C Member, if any, may adopt such additional use restrictions, rules or regulations, applicable to all or any portion or portions of the Property, as each may deem appropriate.

Section 19(a): Additional Use Restrictions: The Community Association, may adopt such additional use restrictions, rules or regulations, applicable to all or any portion or portions of the Property, as may deem appropriate.

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Article V Section 7

Section 7. Enforcement of Covenants: If any person, firm, corporation, trust or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Developer or Community Association, or any person or persons owning any Lot on said Property: (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction for the purpose of preventing or enjoining all or any such violations or attempted violations. In addition, the Community Associations Board of Directors shall have authority to levy fines for such violations. The remedies contained in this Section shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer or Community Association or homeowners association or Lot Owner or their respective successors or assigns, to enforce any covenant or restrictions or any obligation, right, power, privilege, authority, or reservation herein contained however long continued, shall, in no event, be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior or subsequent thereto.

Section 7(a). Enforcement of Covenants:

: If any person, firm, corporation, trust or other entity shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Community Association, or any person or persons owning any Lot on said Property: (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such covenant or restriction, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such covenant or restriction for the purpose of preventing or enjoining all or any such violations or attempted violations. (c) Fines may be imposed as provided in State Statute 720.305, Florida Statutes, as may be amended. Said fines shall not exceed \$100.00 per violation, per day, up to \$1000.00 in the aggregate. The notice of fine and the right to hearing shall be done in accordance with said statute. All fines and corrective action taken on a homeowner's lot shall be lien against the homeowners Lot. The remedies contained in this Section shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Community Association or homeowners association or Lot Owner or their respective successors or assigns, to enforce any covenant or restrictions or any obligation, right, power, privilege, authority, or reservation herein contained however long continued, shall, in no event, be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior or subsequent thereto.

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Article III Section 7

Section 7: **Subordination of the Lien to Mortgages.** The Lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage, unless a Claim of Lien for such unpaid assessment was recorded prior to such first mortgage. Any party taking title to a Lot by virtue of the sale or transfer of such Lot pursuant to mortgage foreclosure or by proceeding in lieu thereof, shall not be responsible for payment of assessment which became due prior to such sale or transfer, unless the same were secured by Claim of Lien recorded prior to mortgage. ***Any assessment which are waived by virtue of a person taking title to a Lot, pursuant to mortgage foreclosure or proceeding in lieu thereof shall be distributed equally between all members of the Association as an Association expense.*** No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

Is amended in lieu thereof shall read:

Section 7(a) : **Subordination of the Lien to Mortgages.** The Lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage, unless a Claim of Lien for such unpaid assessment was recorded prior to such first mortgage. A parcel owner, regardless of how his or her title to property has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments that come due while he or she is the parcel owner. The parcel owner's liability for assessment may not be avoided by waiver or suspension of the use or enjoyment of any common area or by abandonment of the parcel upon which the assessments are made. A parcel owner is jointly and severally liable with the previous parcel owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present parcel owner may have to recover any amounts paid by the present owner from the previous owner. Notwithstanding anything to the contrary contained herein, the liability of the first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to the parcel by foreclosure or by deed in lieu of foreclosure for the unpaid that due the mortgagee's acquisition of title, shall be the lesser of:

1. The parcel's unpaid common expenses and regular periodic or special assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or
2. One percent of the original mortgage debt.

The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee filed suit against the parcel owner and initially joined the association as a defendant in the mortgage foreclosure action.

LIMITED PROXY

(with general powers for non-limited matters)

INSTRUCTIONS: If you do not plan to e present for the meeting, it is important that you complete and return this proxy so that a quorum can be obtained. Please fill in the property address and the name of the person you desire to vote on your behalf, the way you wish your vote to be cast for the issues listed below, sign and return this proxy by mail **SO THAT IT REACHES** the Association not later than December 31, 2010. If the Association has on file a Voting Certificate for the unit, only the voter named in that Voting Certificate may sign this proxy, otherwise all unit owners must sign. I/We, the undersigned, being either all the owners of, or the person designated to vote by a valid Voting Certificate for the property located at _____ appoints

_____ as my proxy holder to attend the
(Print name of person, other than yourself, who will attend meeting)

meeting of the members of **MARIETTA FORREST ASSOCIATION, INC.**, to be held on September 16, 2010, at 7:00 pm at the Bethel Temple Assembly of God, 8380 Devoe St., Jacksonville, FL 32220 or any adjournment or adjournments thereof, but in no event longer than 90 days after the date of the meeting indicated herein. This proxy can be revoked at any time at the pleasure of the undersigned. The proxy holder named above has the authority to vote and act for me to the same extent that I would if personally present, with power of substitution, except that my proxy holder's authority is limited as indicated below.

GENERAL POWERS: (You may choose to grant general powers, limited powers or both. Check "General Powers" (on the following line) if you want your proxy holder to vote on other issues which might come up at the meeting and for which a limited proxy issues are not listed below.)

_____ (Check in this space if general powers are chosen) I authorize and instruct my proxy to use his or her best judgment on all matters which properly come before the meeting and for which a general power may be used.

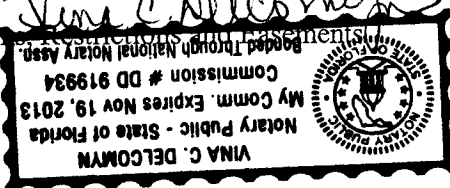
LIMITED POWERS: (For your vote to be counted on the following issues, you must indicate your preference in the blank(s) provided below.)

I SPECIFICALLY AUTHORIZE AND INSTRUCT MY PROXY TO CAST MY VOTE IN REFERENCE TO THE FOLLOWING MATTERS ONLY AS INDICATED BELOW:

Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements:

I approve the Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for the Marietta Forrest Association, Inc.

YES _____ NO



DATED this 13 day of JANUARY, 2011.

JOHN A. REAVES
OWNER-PRINT NAME

John A. Reaves
OWNER-SIGNATURE

OWNER-PRINT NAME

PRESIDENT MARIETTA FORREST HOA
OWNER-SIGNATURE

SUBSTITUTION OF PROXY (if necessary)

The undersigned, appointed as proxy above, does hereby designate _____ to substitute for me in the proxy set forth above.

DATED this _____ day of _____, 20__.

Proxy Holder

FLORIDA SHORT-FORM INDIVIDUAL ACKNOWLEDGMENT FS 695.25

State of Florida

County of Clay

The foregoing instrument was acknowledged before me this 13 day of January, 2011,
Day Month Year

by John Reaves,
Name of Person Acknowledging

who is personally known to me or who has produced
Drivers license
Type of Identification

as identification.

Vina C. Delcomyn, Notary Public
Signature of Notary Public

Commission No. _____
Name of Notary, Typed, Printed or Stamped
VINA C. DELCOMYN
Notary Public - State of Florida
My Comm. Expires Nov 19, 2013
Commission # DD 91934
Bonded Through National Notary Assn.

OPTIONAL

Though the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

RIGHT THUMBPRINT OF SIGNER
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