

PREPARED BY & RETURN TO:
PATRYK OZIM, ESQ.
MARTELL & OZIM, P.A.
213 S. Dillard Street, Suite 210
Winter Garden, Florida 34787
(407) 377-0890

MARSHSIDE HOMEOWNERS ASSOCIATION, INC.

NOTICE OF REASSERTION OF COVENANTS AND RESTRICTIONS
PURSUANT TO CHAPTER 712, FLORIDA STATUTES,
STATEMENT OF MARKETABLE RECORDS TITLE ACT (MRTA) NOTICE

WHEREAS, the real property described on Exhibit "A" attached hereto is subject to certain Covenants and Restrictions as attached as Exhibit "B" hereto;

WHEREAS, Chapter 712, Florida Statutes, may extinguish said Covenants and Restrictions once they have been of record for a period of thirty (30) years;

WHEREAS, pursuant to Section 712.05 and Section 712.06, Florida Statutes, Marshside Homeowners Association, Inc. the Homeowners Association governing the real property described in Exhibit "A," desires to reassert and preserve said Covenants and Restrictions; and

WHEREAS, Section 712.05, Florida Statutes, provides that Marshside Homeowners Association, Inc. may record this Notice upon approval by at least two-thirds of the members of the Board of Directors at a meeting for which the notice required by Section 712.06(1) (b), Florida Statutes is given.

NOW, THEREFORE, Marshside Homeowners Association, Inc. provides the following Public Record Notice:

1. The name of the Homeowners Association desiring to preserve said Covenants and Restrictions is Marshside Homeowners Association, Inc. with its principal address at 784 Marshview Drive, Jacksonville Beach, FL 32250.
2. A full and complete description of all land affected by this Notice is set forth on Exhibit "A."
3. A copy of the Covenants and Restrictions, previously recorded, which are hereby reasserted and preserved by this Notice are attached hereto and incorporated herein as Exhibit "B."
4. An affidavit, attached as Exhibit "C," executed by the appropriate member of the Board of Directors affirming that the Board of Directors caused the "Statement of Marketable Title Action" required by Section 712.106, Florida Statutes to be mailed or hand delivered to the members of the Association notifying the members of the meeting preserving the Covenants and Restrictions.
5. The Covenants and Restrictions are hereby reasserted and preserved and are described as follows:

6. The notice given to each Owner subject to the Declaration contained the statement of marketable title action described in Chapter 712.06(1) (b), Florida Statutes.

FURTHER AFFIANT SAYETH NAUGHT.



Patricia Johnson, Secretary
Marshside Homeowners
Association, Inc.
784 Marshview Drive
Jacksonville, FL 32250

SWORN AND SUBSCRIBED before me this 10th day of October, 2018 by Patricia Johnson an oath, and who is personally known to me or produced Drivers License as identification.



Notary Public - State of Florida
Stamp or Seal:



- a. Declaration of Covenants, Restrictions and Easements for Marshside, A Residential Development recorded on October 19, 1988 in Official Records Book 6596, Page 139, Public Records of Duval County, Florida.
- b. Plat of Marshside Subdivision recorded October 3, 1988 in Official Records Plat Book 44, Page 81, Public Records of Duval County, Florida.
- c. Replat of Marshside Subdivision recorded April 18, 1989 in Official Records Plat Book 45, Page 31, Public Records of Duval County, Florida.
- d. Articles of Incorporation of Marshside Homeowners Association, Inc., dated October 23, 1987.
- e. By-Laws of Marshside Homeowners Association, Inc.

CERTIFICATE OF APPROVAL

COMES NOW, Christopher Craft, as President of Marshside Homeowners Association, Inc. and certifies that this Notice was approved by at least two-thirds of the members of the Board of Directors at a meeting of the Board of Directors held on October 16, 2018.

Marshside Homeowners Association, Inc.

By: *Christopher Craft*
 Christopher Craft, President
 784 Marshview Drive
 Jacksonville Beach, FL 32250

Attest: *Patricia Johnson*
 Patricia Johnson, Secretary
 784 Marshside Dr
 Jacksonville Beach, FL 32250

Witness: *Janet Larson*
 Print Name: Janet Larson

Witness: *Janet Larson*
 Print Name: Janet Larson

Witness: *Sandra T. Odom*
 Print Name: Sandra T. Odom

Witness: *Sandra T. Odom*
 Print Name: Sandra T. Odom

STATE OF FLORIDA
 COUNTY OF Duval

THE FOREGOING instrument was acknowledged before me this 16th day of October, 2018, by Christopher Craft, as President of the Marshside Homeowners Association, Inc., who is personally known to me or produced identification (type of identification produced) Drivers License and by Patricia Johnson, as Secretary of the Marshside Homeowners Association, Inc., who is personally known to me or produced identification (type of identification produced) Drivers License and who did / did not take an oath.

Sara K. Sardina
 Notary Public - State of Florida
 Stamp or Seal:



MARSHSIDE HOMEOWNERS ASSOCIATION, INC.

Meeting Notice for Marshside Homeowners Association, Inc.
Regular Board Meeting

Date of Notice: October 8, 2018

Dear Association Member:

I am sending this Notice to you pursuant to Florida Law, which requires notice of the following action to be taken by the Board at its regularly scheduled meeting on Tuesday, October 16, 2018 to be either hand delivered or mailed to you at least seven days prior to the meeting. The meeting will be held at 7:00 p.m. at 1655 Marshside Drive, Jacksonville, FL 32250.

In addition to the regular agenda, under "New Business" will be a vote on the acceptance and filing of a Notice in the Public Records of Duval County, Florida to preserve our current Covenants and Restrictions. The text of the Notice is as follows:

STATEMENT OF MARKETABLE TITLE ACTION

Marshside Homeowners Association, Inc. (the "Association") has taken action to ensure that the following:

1. Declaration of Covenants, Restrictions and Easements for Marshside, A Residential Development recorded on October 19, 1988 in Official Records Book 6596, Page 139, Public Records of Duval County, Florida.
2. Plat of Marshside Subdivision recorded October 3, 1988 in Official Records Plat Book 44, Page 81, Public Records of Duval County, Florida.
3. Replat of Marshside Subdivision recorded April 18, 1989 in Official Records Plat Book 45, Page 31, Public Records of Duval County, Florida.
4. Articles of Incorporation of Marshside Homeowners Association, Inc., dated October 23, 1987.
5. By-Laws of Marshside Homeowners Association, Inc.

as may be amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712 of the Florida Statutes, to be recorded in the public records of Duval County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

Please do not hesitate to contact me at Chris_Craft@csx.com, 904-993-8018, if you have any further questions or concerns.

Sincerely,

Chris Craft, President
Marshside Homeowners Association, Inc.

Exhibit '1'

Exhibit "A"

Portions of Government Lots 1 and 2, both in Section 5; together with a portion of the Castro Y Ferrer Grant, Section 37, all in Township 5 South, Range 29 East, Jacksonville Beach, Duval County, Florida, more particularly described as follows:

For point of beginning, commence at the intersection of the South line of said Government Lot 1 (the same being the Southerly line of Lots 33 through 41, Mission Hills Unit One, as recorded in Plat Book 29, Pages 80 and 80A), Public Records of said County, with the Westerly right of way line of South 15th Street (a 60-foot right of way as now established), and run the following three courses, along said Westerly right of way line: first course, N-1°05'15"W., a distance of 1,068.35 feet to the point of curvature; second course, Northerly, along the arc of a curve, concave Easterly and having a radius of 236.0 feet, an arc distance of 99.67 feet to the point of tangency, the aforementioned arc being subtended by a chord bearing and distance of N-11°18'24"E., 98.89 feet; third course, N-13°42'05"E., a distance of 125.49 feet to a point on the Northerly line of said Castro Y Ferrer Grant, Section 37; run thence S-87°52'31"W., along last mentioned Northerly line, a distance of 495 feet, more or less, to the Easterly edge of the salt marsh; run thence Southerly, along said Easterly edge of the salt marsh, following the meanderings of same, a distance of 2,250 feet, more or less, to a point on the Southerly line of said Government Lot 2, Section 5, said point bearing S-88°54'30"W. from the point of beginning; run thence N-88°54'30"E., along last mentioned Southerly line and the Southerly line of said Government Lot 1, Section 5, a distance of 885 feet, more or less, to the point of beginning.

MARSHSIDE

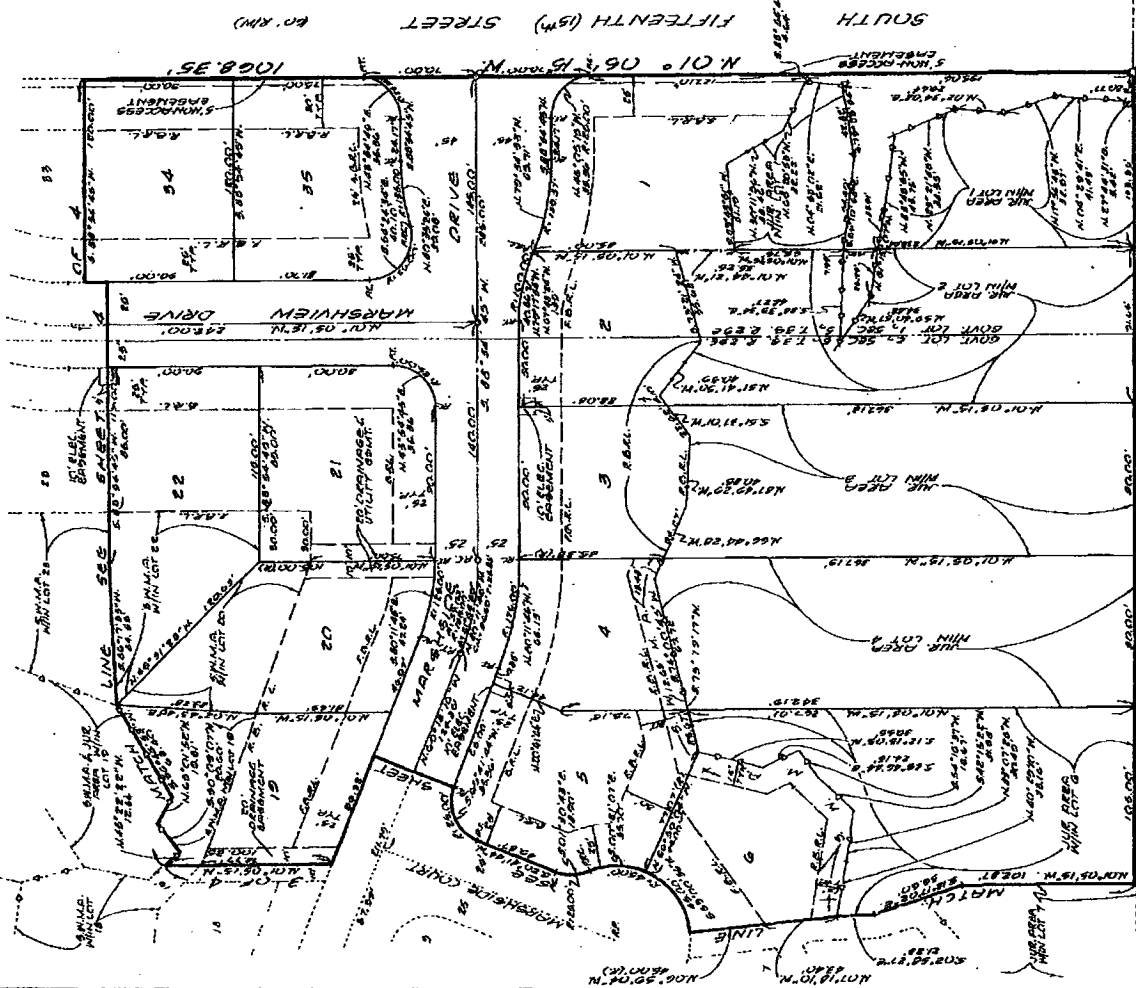
PORTIONS OF GOVERNMENT LOTS 1 & 2, BOTH IN SECTION 5, TOGETHER WITH A PORTION OF THE CASTRO Y FERRER GRANT, SECTION 37, ALL IN TOWNSHIP 3 SOUTH, RANGE 29 EAST, JACKSONVILLE BEACH, DUVAL COUNTY, FLORIDA

PLAT BOOK 44 PAGE 81A

SHEET 2 OF 4

GENERAL NOTES

- denotes Permanent Reference Monument set.
- denotes Permanent Control Point set.
- (R) denotes radial line.
- denotes upland limit of jurisdictional area.
- denotes common limits of jurisdictional area and lot or tract line.
- denotes common limits of jurisdictional area and building restriction line.
- ⊙ denotes that bearing and distance can be found on line table (sheet 3 of 4 only).
- "2" denotes Lot 2.
- The following abbreviations are used: "Up. Area w/in Lot 1" for "Upland Area within Lot 1"; "M.A.S." for "Marsh Area Survey"; "A.S." for "Army Survey"; "E.B.R." for "Environmental Building Restriction Line"; and "R.R.L." for "River Restriction Line".
- The bearings shown herein refer to S-88°54'30"W. as assigned to the southerly line of said Government Lot 1, Section 5, by said plat of MISSION HILLS, P.S. 79, pgs. 80 & 80A.
- A portion of Lots 1 through 4, 6 through 8, 10 through 17, 19, and 25 through 29 is jurisdictional for one of the following entities: U. S. Department of the Army Corps of Engineers Florida Department of Environmental Regulation, and St. Johns River Water Management District. No construction, filling, or excavation shall be undertaken without the authority of the U. S. Department of the Army Corps of Engineers, Florida Department of Environmental Regulation and the St. Johns River Water Management District.
- All lots have a 5' wide easement for electric utilities, adjacent and parallel or concentric to the street right-of-way including the East side of lot 1.



POINT OF BEGINNING

FAIRWAY LANE
(60' WIDE)

LANDS
GOVT. LOT 4

SEC. 5
T. 3 S.
R. 29 E.

UNPLATTED 605.1

N.A. 54°30'E.
566' 54" 50" N. GOVT. LOT 3

ROBERT M. ANGAS ASSOCIATES
Planners, Civil Engineers and Land Surveyors
7801 Taylor Road
Jacksonville, Florida 32216
904/754-1100 • 904/754-1101 • 904/754-1102
FAX 904/754-1103

RMA

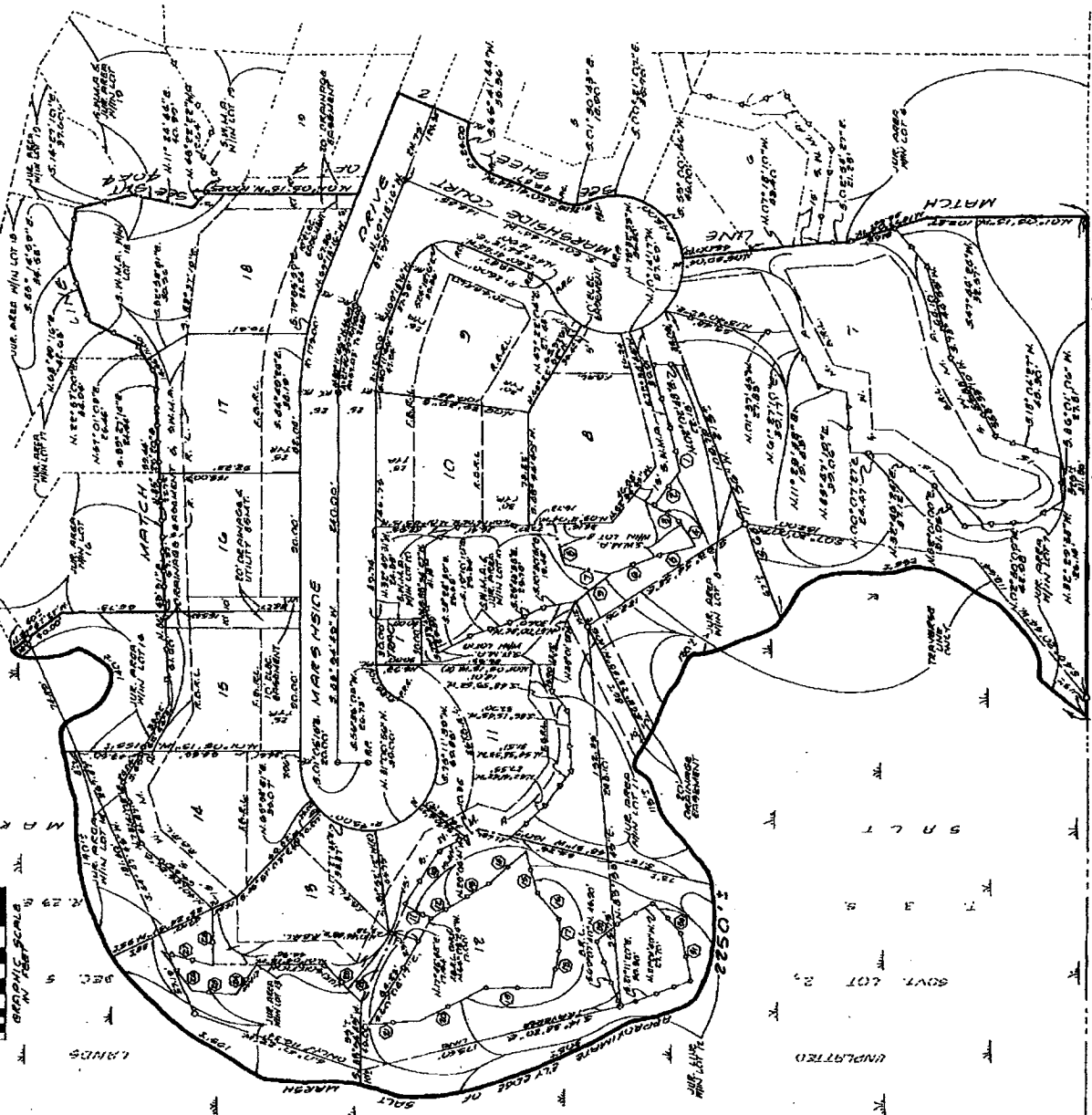
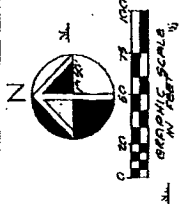
LOT 41	LOT 40	LOT 39	LOT 38	LOT 37	LOT 36	LOT 35	LOT 34	LOT 33	LOT 32
	MISSION HILLS	ONE	UNIT	LOT 36	LOT 35	LOT 34	LOT 33	LOT 32	LOT 31
	LOT 40	LOT 39	LOT 38	LOT 37	LOT 36	LOT 35	LOT 34	LOT 33	LOT 32
	LOT 40	LOT 39	LOT 38	LOT 37	LOT 36	LOT 35	LOT 34	LOT 33	LOT 32

PLAT BOOK 44 PAGE 81B

SHEET 3 OF 4
(SEE SHEET 2 OF 4 FOR GENERAL NOTES)

MARSHSIDE

PORTIONS OF GOVERNMENT LOTS 1 & 2, BOTH IN SECTION 5;
TOGETHER WITH A PORTION OF THE CASTRO Y. FERRER GRANT,
SECTION 37, ALL IN TOWNSHIP 3 SOUTH, RANGE 29 EAST,
JACKSONVILLE BEACH, DUVAL COUNTY, FLORIDA



LINE	TABLE
1	3.27° 42' 30\"
2	3.27° 42' 30\"
3	3.27° 42' 30\"
4	3.27° 42' 30\"
5	3.27° 42' 30\"
6	3.27° 42' 30\"
7	3.27° 42' 30\"
8	3.27° 42' 30\"
9	3.27° 42' 30\"
10	3.27° 42' 30\"
11	3.27° 42' 30\"
12	3.27° 42' 30\"
13	3.27° 42' 30\"
14	3.27° 42' 30\"
15	3.27° 42' 30\"
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18	3.27° 42' 30\"
19	3.27° 42' 30\"
20	3.27° 42' 30\"
21	3.27° 42' 30\"
22	3.27° 42' 30\"
23	3.27° 42' 30\"
24	3.27° 42' 30\"
25	3.27° 42' 30\"
26	3.27° 42' 30\"
27	3.27° 42' 30\"
28	3.27° 42' 30\"
29	3.27° 42' 30\"
30	3.27° 42' 30\"
31	3.27° 42' 30\"

ROBERT M. ANGAS ASSOCIATES
Planners, Civil Engineers and Land Surveyors
7700 Bayview Road
Jacksonville, Florida 32216
904/345-1000 • Fax 904/345-1001
RMA 1001

RMA

N. 88° 54' 30\"

SEC. 5
R. 29 E.

UNPLATTED
GOVT. LOT 3

UNPLATTED
GOVT. LOT 5

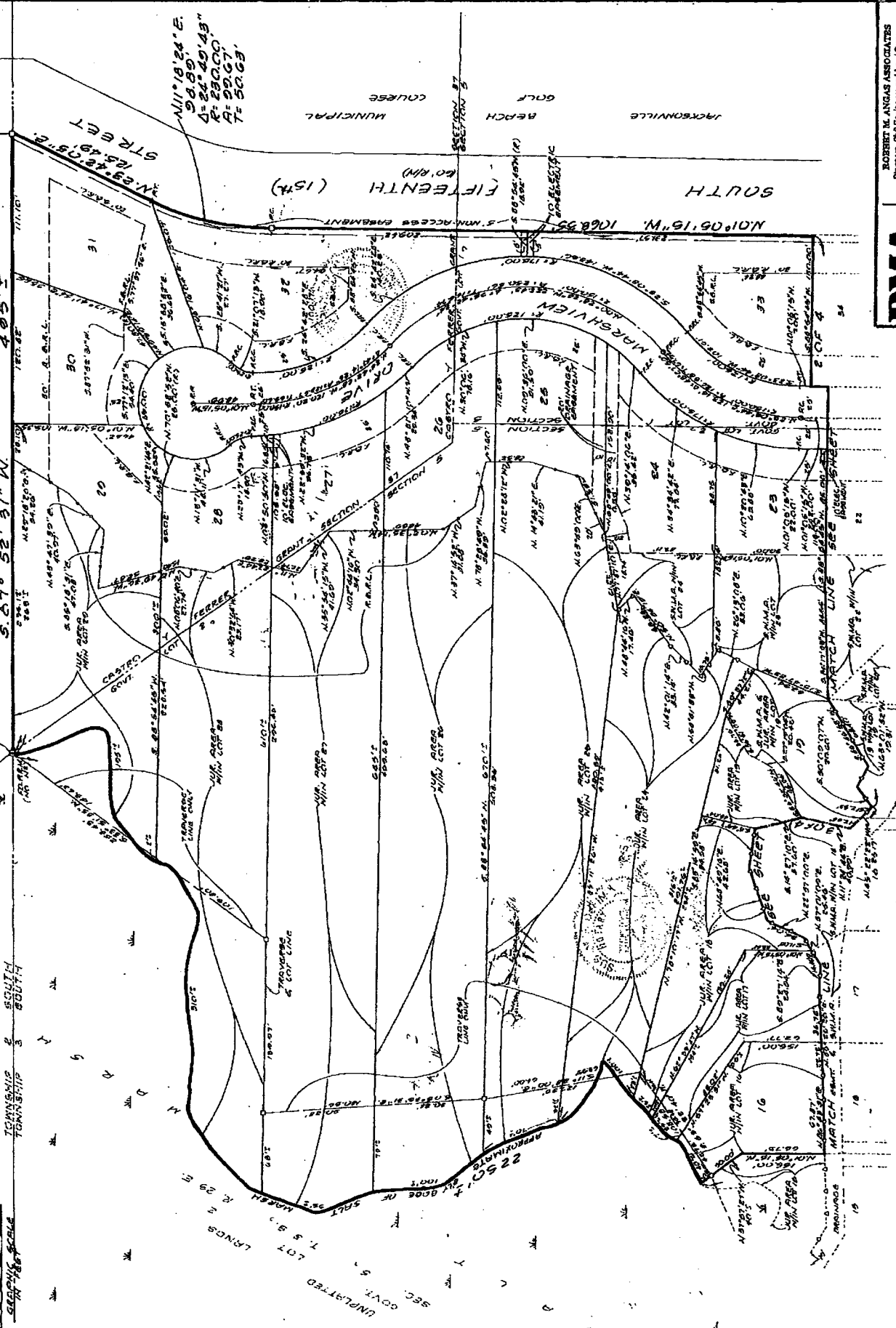
PLAT BOOK 44 PAGE 81C

SHEET 4 OF 4
(SEE SHEET 2 OF 4 FOR GENERAL NOTES)

MARSHSIDE

UNPLATTED

PORTIONS OF GOVERNMENT LOTS 1 & 2, BOTH IN SECTION 5,
TOGETHER WITH A PORTION OF THE CASTRO Y FERRER GRANT,
SECTION 37, ALL IN TOWNSHIP 3 SOUTH, RANGE 29 EAST,
SEC. 32 JACKSONVILLE BEACH, DUVAL COUNTY, FLORIDA



ROBERT M. ANGAS ASSOCIATES
Planners, CNA Engineers and Land Surveyors
7701 Empire Blvd.
Jacksonville, Florida 32216
904-750-1000
FAX 904-750-1001

RMA

BEING A REPEAT OF MARSHSIDE ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 44, PAGES 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881

NOTICE: There may be additional restrictions that are not recorded on this plat that may be found in the public records of this country.

REPLAT OF MARSHSIDE

BEING A REPLAT OF MARSHSIDE ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 45, PAGES 31A, 31B, 31C, OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA.

PLAT BOOK 45 PAGE 31A
SHEET 2 OF 4

GENERAL NOTES

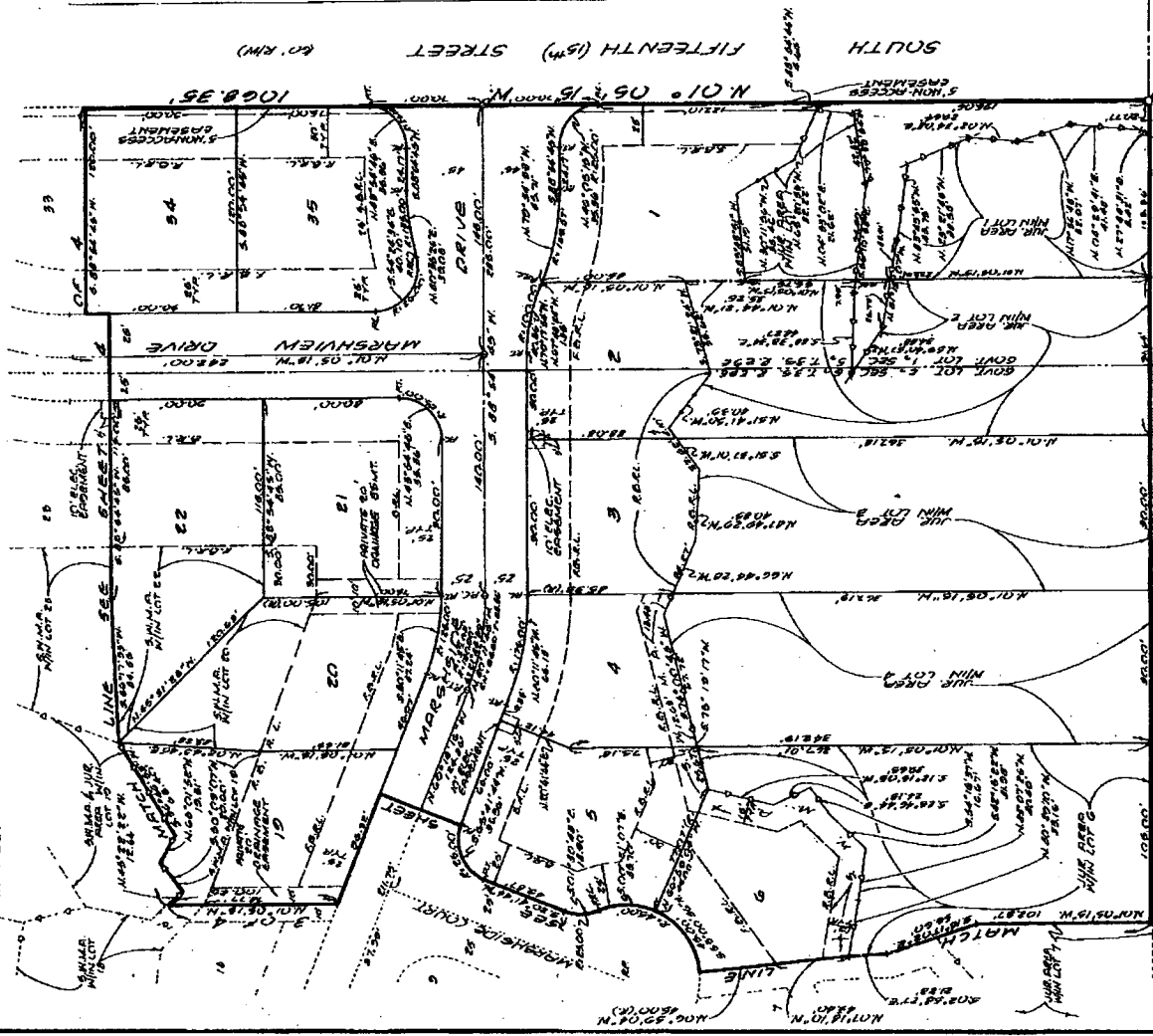
1. □ denotes Permanent Reference Monument set.
2. ● denotes Permanent Control Point set.
3. (X) denotes radial line.
4. — denotes upland limit of jurisdictional area.
5. — denotes common limits of jurisdictional area and lot or tract line.
6. — denotes common limits of jurisdictional area and building restriction line.
7. ⊙ denotes that bearing and distance can be found on line table (sheet 3 of 4 only).
8. "2" denotes Lot 2.
9. The following abbreviations are used: "Jur. Area w/in Lot 1" for "Jurisdictional Area within Lot 1"; "S.W.M.A." for "Stormwater Management Area"; "F.B.R.L." for "Front Building Restriction Line"; "S.B.R.L." for "Side Building Restriction Line"; and "R.B.R.L." for "Rear Building Restriction Line".
10. The bearings shown herein refer to S-89°54'10"W, as assigned to the Suburby line of said Government Lot 1, Section 5, by said plat of MISSION HILLS, P.B. 29, Pgs. 80 & 80A.
11. In addition to the 10' x 10' electric utility easements specifically shown on this plat, all lots are subject to a 5' wide easement for electric utilities, adjacent and parallel or concentric to the street right-of-way.
12. Encroachments across the "Building Restriction Lines" as shown on the plat are allowable provided that prior written approval of the developer or its successors or assigns pursuant to the Declaration of Covenants, Restrictions, and Easements for Marshside, and that any such encroachment is not in violation of the City of Jacksonville Beach Zoning Regulations.
13. Improvements within the "Stormwater Management Areas" as shown on the plat are allowable provided that prior written approval of the developer or its successors or assigns pursuant to the Declaration of Covenants, Restrictions, and Easements for Marshside.
14. Construction within "Jurisdictional Areas" as shown on the plat will require approval of the Developer or its successors or assigns pursuant to the Declaration of Covenants, Restrictions, and Easements for Marshside and may require permits from appropriate regulatory agencies.

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY that the above plat is a correct representation of the lands surveyed, platted, and described in the caption. That said survey was made under the undersigned's responsible direction and supervision, that the survey data complies with all of the requirements of Florida Statute 177, that the survey and legal description are correct and that the permanent reference monuments have been placed according to the laws of the State of Florida and the City of Jacksonville, Florida.

Signed and sealed this 10 day of JANUARY, 1989.

Philip M. Shultz
Philip M. Shultz
Florida Registered Surveyor No. 4195
DATE: JAN 10 1989



POINT OF BEGINNING

RAILROAD LANE (60' RW)

LOT 5 UNPLATTED 605' 3"

LOT 5 SEC. 7. 5. 5.

GOVT. LOT 5

LANDS

GOVT. LOT 4

LOT 4

LOT 3

LOT 2

LOT 1

LOT 35

LOT 34

LOT 33

LOT 32

LOT 31

LOT 30

LOT 29

LOT 28

LOT 27

LOT 26

LOT 25

LOT 24

LOT 23

LOT 22

LOT 21

LOT 20

LOT 19

LOT 18

LOT 17

LOT 16

LOT 15

LOT 14

LOT 13

LOT 12

LOT 11

LOT 10

LOT 9

LOT 8

LOT 7

LOT 6

LOT 5

LOT 4

LOT 3

LOT 2

LOT 1

MISSION P.B.

HILLS UNIT ONE

20, P.B. 80 & 80A

RAILROAD LANE (60' RW)

LOT 1

LOT 2

LOT 3

LOT 4

LOT 5

LOT 6

LOT 7

LOT 8

LOT 9

LOT 10

LOT 11

LOT 12

LOT 13

LOT 14

LOT 15

LOT 16

LOT 17

LOT 18

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LOT 24

LOT 25

LOT 26

LOT 27

LOT 28

LOT 29

LOT 30

LOT 31

LOT 32

LOT 33

LOT 34

LOT 35

ROBERT M. ANGAS ASSOCIATES
Planners, Civil Engineers and Land Surveyors
7700 West 10th Avenue
Jacksonville, FL 32214-1000
JAN 10 1989

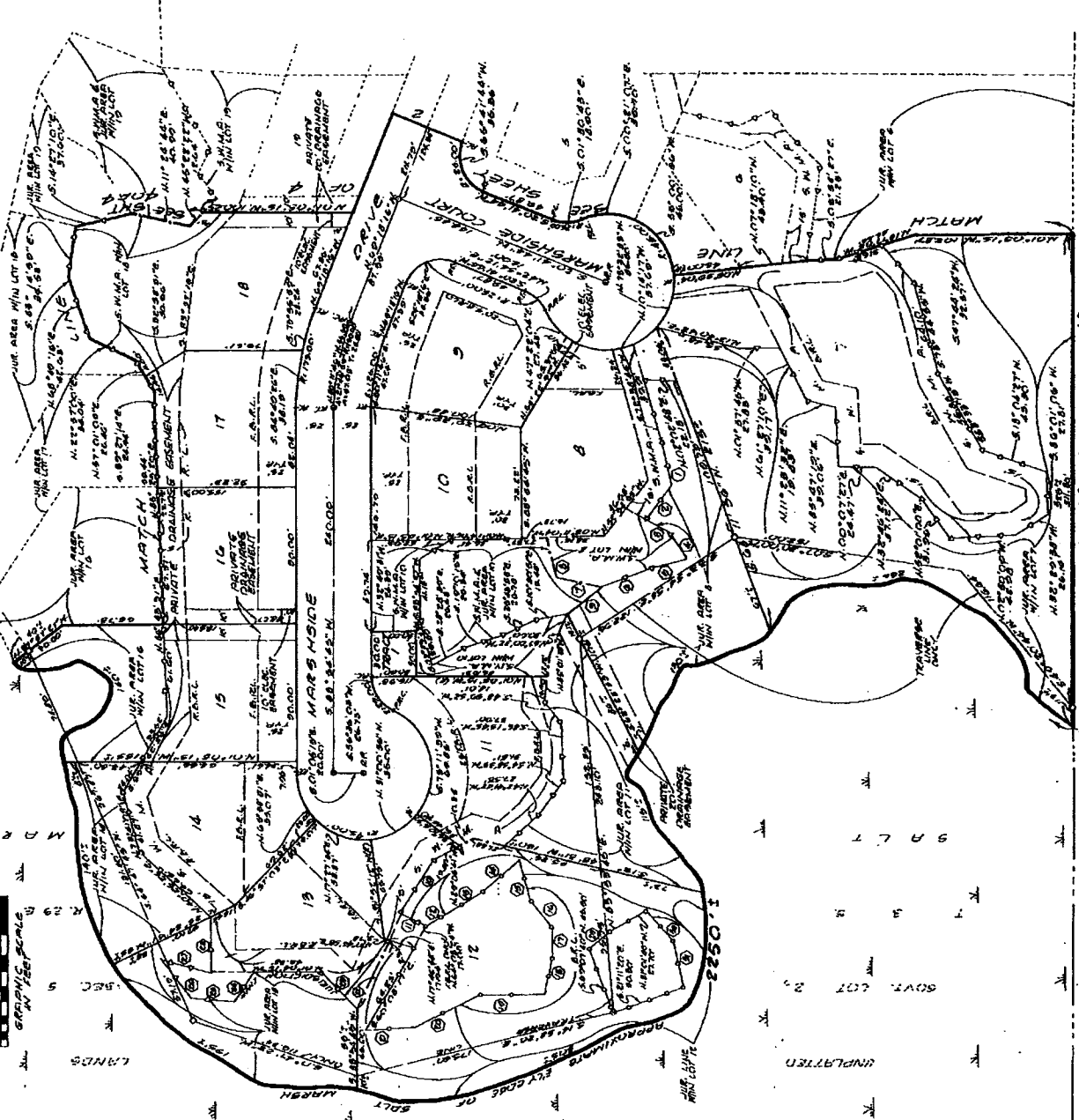
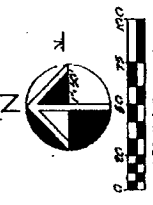


PLAT BOOK 45 PAGE 31B

SHEET 3 OF 4
(SEE SHEET 4 FOR GENERAL NOTES)

REPLAT OF MARSHSIDE

BEING A REPLAT OF MARSHSIDE ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 45, PAGES 31A, 31B & 31C OF THE CURRENT PUBLIC RECORDS OF DUAL COUNTY, FLORIDA.



LINE TABLE	
1	S. 88° 15' 00" E. 100.00'
2	N. 88° 15' 00" W. 100.00'
3	S. 88° 15' 00" W. 100.00'
4	S. 88° 15' 00" W. 100.00'
5	N. 88° 15' 00" E. 100.00'
6	N. 88° 15' 00" E. 100.00'
7	N. 88° 15' 00" E. 100.00'
8	N. 88° 15' 00" E. 100.00'
9	N. 88° 15' 00" E. 100.00'
10	N. 88° 15' 00" E. 100.00'
11	N. 88° 15' 00" E. 100.00'
12	N. 88° 15' 00" E. 100.00'
13	N. 88° 15' 00" E. 100.00'
14	N. 88° 15' 00" E. 100.00'
15	N. 88° 15' 00" E. 100.00'
16	N. 88° 15' 00" E. 100.00'
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ROBERT M. ANGAS ASSOCIATES
Planners, Civil Engineers and Land Surveyors
2701 Lechmere Road
Atlanta, Georgia 30328
(404) 525-1000
FAX: (404) 525-1001



N. 88° 15' 00" E. 100.00'

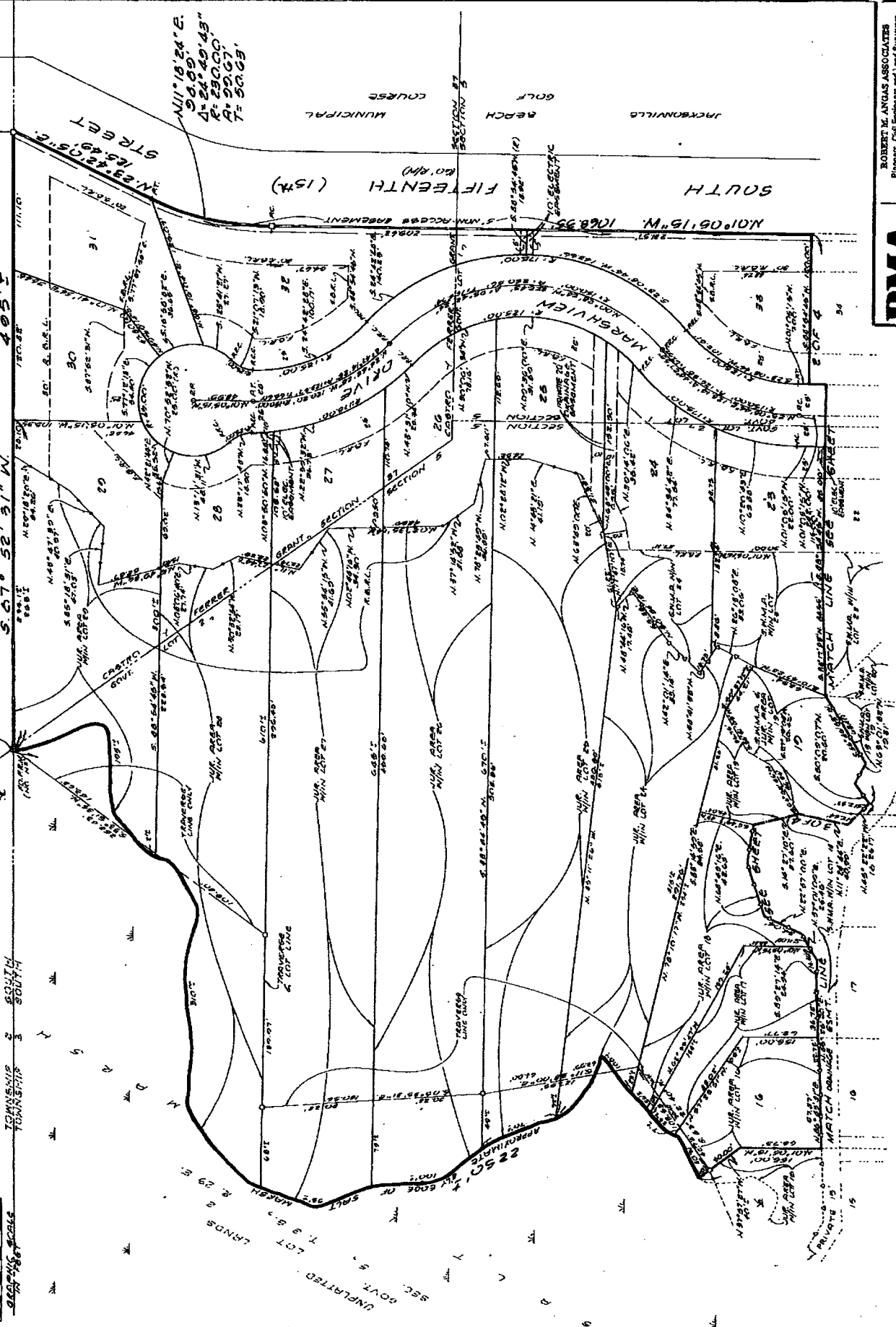
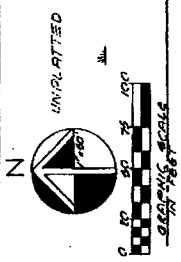
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GOVT. LOT 3, SEC. 25, T. 5 S., R. 25 E.

REPLAT OF MARSHSIDE

BEING A REPLAT OF MARSHSIDE ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 45, PAGE 31, B1A, B1B, B1C OF THE CURRENT PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA

PLAT BOOK 45 PAGE 31C

SHEET 4 OF 4
(SEE SHEET 1 OF 4 FOR GENERAL NOTES)



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DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
FOR MARSHSIDE, A RESIDENTIAL DEVELOPMENT

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KNOW ALL MEN BY THESE PRESENTS, THAT:

Exhibit "B"

MARSHSIDE DEVELOPERS, INC., a Florida corporation, ("Developer"), hereby subjects all of the land and all improvements now existing thereon except the pipes, conduits, electric lines, sewers, lift stations, pumps and other portions of water, sewer and electrical utility systems (herein sometimes referred to as the "Property" or "Development Property"), located in Duval County, Florida, and shown on the plat of MARSHSIDE, according to plat thereof recorded in Plat Book 44, pages 81, 81A, 81B and 81C, of the current public records of Duval County, Florida, subject to the provisions, restrictions, reservations, covenants, conditions and easements hereinafter set forth (the "Declaration"), all of which shall constitute covenants running with the land, binding upon owners and lessees of any part of the Property, and their heirs, successors, personal representatives and assigns.

ARTICLE IDEFINITIONS

1. Lot(s). Lot means a lot shown on the Plat.
2. Owner. Owner means the person or entity owning a Lot in fee simple.
3. Development Property. Development Property means all of the property subjected to this Declaration.
4. (a) Common Elements. Common elements means all of the Development Property not dedicated to others on the Plat except the Lots and shall include but not be limited to:
 - (i) The traffic island, perimeter berms around retention ponds, drainage easements, easements, hereby granted in favor of the Association, and each Owner, for retention ponds and ditches; and parts of the Development Property not included within any Lot or which do not serve a particular Lot;
 - (ii) Areas shown on the Plat for stormwater drainage and retention; and
 - (iii) All tangible personal property, if any, required for the maintenance and operation of the Development and for the common use and enjoyment of the Owners.
5. Common Expenses. Common expenses are:
 - (a) Expenses of administration, insurance, maintenance, operation, repair and replacement of the Common Elements, and costs of carrying out the powers and duties of the Association, including professional fees and expenses.
 - (b) Expenses declared Common Expenses by provisions of this Declaration or by the By-Laws of the Association.
 - (c) Any valid charge against the Development Property as a whole.
6. Conservation Area. Conservation Area means those lands within and lying adjacent to the Development Property that are

THIS INSTRUMENT PREPARED BY:
CHARLES GUY BOND
1800 FLORIDA NATIONAL BANK TOWER
225 WATER STREET
JACKSONVILLE, FLORIDA 32202

RECORD AND RETURN TO:
SMITH & HULSEY
1800 FLORIDA NATIONAL BANK TOWER
225 WATER STREET
JACKSONVILLE, FLORIDA 32202

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below the jurisdictional lines of the U.S. Corp of Army Engineers shown on the Plat.

7. Common Surplus. Common Surplus means all amounts held by the Association in excess of estimated current operating expenses and common reserve funds.

8. Association. The Association means Marshside Homeowner's Association, Inc., a Florida non-profit corporation organized to manage the Development.

9. Board of Directors. The Board of Directors means the Board of Directors of the Association.

10. Plat. The Plat means the recorded plat of Marshside recorded in Plat Book 44, pages 81, 81A, 81B and 81C, public records of Duval County, Florida.

ARTICLE II

LOTS AND APPURTENANCES

1. Membership in the Association. Ownership of a Lot shall automatically make the Owner a member of the Association and an owner of an undivided 1/35 interest in the funds and assets of that corporation.

2. Easements. The Association shall have the right to grant permits, licenses and easements over the Common Elements for utilities, roadways, and other purposes reasonably necessary or useful for the proper maintenance or operation of the Development.

ARTICLE III

DEVELOPER'S LOTS AND PRIVILEGES

1. Right to Own and Sell. The Developer or its assigns shall have the right to transact on the Development Property any business necessary to consummate the sale, lease or rental of Lots, including but not limited to the right to maintain models, have signs, maintain an office and employees on the Property and use the Common Elements to show Lots. A sales and rental office, signs and all items pertaining to sales and rentals shall not be considered Common Elements and shall remain the property of the Developer or its assigns.

2. Right to Divide or Combine Lots. The Developer reserves the right to divide or combine one or more Lots or portions thereof at any time prior to the sale of such Lots by the Developer and make any necessary changes to the Plat as required by such action. In the event that Developer divides or combines Lots, the membership in the Association shall be increased or decreased so that the Association shall be comprised of all Owners.

3. Prohibited Actions. So long as the Developer is the owner of record title to any Lot, and holds that Lot for sale in the ordinary course of business, none of the following actions may be taken without approval in writing from the Developer:

(a) Assessment of the Developer as a Lot Owner for capital improvements;

(b) Any action that would be detrimental to the sale of Lots by the Developer; provided, that a uniform increase in assessments for common expenses without discrimination against the Developer shall not be deemed detrimental.

VOL 659600141
OFFICIAL RECORDSARTICLE IVMANAGEMENT OF THE DEVELOPMENT

The administration of the Development shall be conducted by Marshside Homeowner's Association, Inc., a Florida corporation not-for-profit.

The Association shall administer and manage the Development, and shall maintain and repair the Common Elements. All persons owning a vested present interest of record in the fee title to any Lot shall automatically be members of the Association and their respective membership shall terminate as their vested interest in the fee title to the Lot terminates. Membership in the Association cannot be transferred, assigned or pledged in any manner except as an appurtenance to the respective Lot. The Association has all of the rights and powers available to a non-profit association under the laws of the State of Florida, and in addition, the rights, powers and duties accorded to it by this Declaration. All expenses of the Association shall be assessed as a Common Expense of the Owners as provided in the By-Laws.

Each Owner shall be entitled to one vote in the Association for each Lot owned by him, which shall be exercised only by that owner or his proxy. In the event a Lot is owned by more than one person or by a corporation, trust or other entity, the individual entitled to cast the vote for that Lot shall be designated by a certificate filed with the Secretary of the Association and signed by all joint owners of the Lot.

The Association shall at all times maintain a register setting forth the names of the Owners. In the event of the sale or transfer of any Lot to a third party, the purchaser or transferee shall notify the Association in writing of his interest in the Lot together with the recording information for the instrument by which such purchaser or transferee has acquired his interest. The Owner shall notify the Association of any mortgages encumbering any Lot, stating the name and address of the mortgagee and the amount of such mortgage or mortgages and the recording information. The holder of any mortgage encumbering any Lot may notify the Association of the existence of any mortgage held by such party and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to it.

ARTICLE VMAINTENANCE, ALTERATION AND REPAIR

The responsibility for the maintenance and repair of the Development Property shall be as follows:

1. Maintenance by the Association. The Association shall maintain, repair and replace:

(a) All Common Elements, including, but not limited to retention ponds, perimeter berms, ditches and all other related stormwater drainage components, and the traffic island.

(b) All other items which the Board of Directors of the Association determines shall be maintained, repaired or replaced by the Association, in accordance with uniform policies, consistently applied.

The Association shall have an easement over, across and under and access to each Lot during reasonable hours as may be

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...necessary for repair or maintenance of any Common Elements located therein or accessible therefrom and shall have such rights of access in emergencies as are reasonably necessary to prevent damage to a Lot or to the Common Elements.

2. Maintenance by Owner. The Owner shall:

(a) Maintain, repair and replace, when necessary, the exterior of each Lot and all structures and improvements thereon including, but not limited to, the sidewalk crossing such Lot. The areas to be maintained by the Owners for which the Association shall have right to undertake said maintenance in the event of Owner's failure to do so shall be limited to:

i. The exterior appearance of any structure located on the Lot which shall be maintained in a neat and attractive manner; and

ii. The yard and landscaping of the Lot, including all shrubs, hedges, lawns, fences and other parts thereof which shall be maintained in a neat and attractive manner.

(b) Not install any mechanical equipment which causes annoyance to the occupants of other Lots.

(c) Promptly report to the Association any defects or need for repairs for which the Association is responsible.

3. Maintenance of Lot by Association. If the Owner shall fail to commence and diligently pursue the maintenance and repair required by this Article within fifteen (15) days after written notice, by certified mail, return receipt requested, to do so has been deposited by the Association in the U.S. mail, postage paid, addressed to the last known address of Owner, the Association shall have the right to make such repairs, maintenance or replacement at the expense of the Owner. If the Owner fails to reimburse the Association for such expenses within five (5) days of the date demand therefore is placed in the U.S. mail, postage paid addressed to the last known address of the Owner, the Association shall have a lien against that Owner's Lot for such expenses as set forth below. Each Owner hereby irrevocably appoints the Association as its agent and attorney-in-fact to contract for and make any such repairs or maintenance on behalf of Owner, it being agreed that such appointment is coupled with an interest. The Association, upon effecting any such repairs, maintenance or replacement shall be entitled to place a lien against the Lot under Florida's Mechanic's lien laws or otherwise. The Association shall also be entitled to collect from such Owner the costs and attorneys fees incurred by the Association in collecting any amounts hereunder and said lien shall also secure payment of such costs and attorneys fees.

4. Alteration and Improvements to Common Elements. No alterations or additions to the Common Elements shall be made except upon the approval of 2/3 of the votes of the Board of Directors.

5. Reconstruction or Repair After Casualty.

(a) In the event of any damage to the Common Elements, the Association shall promptly reconstruct the same substantially as they existed prior to the casualty. To the extent that the cost of reconstruction exceeds any insurance proceeds and other funds on hand, the Association may assess the Lot Owners for such cost in the manner set forth herein, provided, however, that such assessment shall not affect any right of the Association to seek damages against any Lot Owner responsible for such casualty.

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(b) Damaged or Lost. If any part of any Lot shall be damaged by casualty, the Lot Owner shall either reconstruct the improvements on such Lot in such a manner as to render the improvements habitable, or shall raze any structures and clear the Lot. Any reconstruction shall be made in conformity with the architectural controls set forth herein. In the event the Lot Owner fails or refuses to either reconstruct or raze the improvements, the Association may, at its sole and absolute option, either reconstruct or raze the improvements after notice to the Lot Owner as set forth in Subparagraph 3 above and shall have a lien as set forth therein.

(c) Eminent Domain.

i. If part of the Common Elements are taken, all awards attributable to such taking shall be distributed to the Association which shall use such awards to repair or replace the Common Elements to the extent possible. If the award exceeds the cost of repair or replacement, the excess shall be retained by the Association and become a part of the Common Surplus.

ii. The Lot Owners hereby appoint the Association as their attorney-in-fact for purposes of any proceedings, negotiations, settlements, or agreements relating to or arising from condemnation, destruction, or liquidation of the Development Property.

ARTICLE VI

ASSESSMENTS AND LIENS

The Board of Directors of the Association shall approve annual budgets of projected expenses for each fiscal year and assess each Lot Owner for one-thirty fifth (1/35) of such expenses. Each Lot Owner's share of common expenses shall be based on his proportionate ownership interest in the Common Elements.

Each Owner's assessment for his Lot shall be due and payable to the Association annually in advance in the second day of January unless some other payment schedule is adopted by the Board of Directors. If necessary to cover unanticipated expenditures which may be incurred during the fiscal year, the Board of Directors may levy special assessments against Owners in proportion to their share of the Common Expenses. In addition, the Board of Directors may assess Owners for certain expenses attributable solely to their Lot. Such special levies may be for costs specifically provided herein (such as reconstruction or repair after casualty) or may be solely in the discretion of the Board of Directors.

Any assessments, including special assessments, provided for in this Declaration which are not paid when due shall bear interest from the due date until paid at the rate of eighteen (18) percent per annum or such lower rate as the Board of Directors shall determine, shall be subject to a late charge as may be set and uniformly applied by the Board of Directors and shall entitle the Association to reimbursement of attorneys' fees incurred by the Association incident to the collection of any such delinquent assessment. The Association shall have a lien on each Lot for any unpaid assessment, including special assessments, together with interest thereon, and for reasonable attorney's fees incurred by the Association incident to the collection of the assessment or enforcement of the lien. Such liens shall not attach until a claim of lien is recorded in the public records of the County in which the Property is located and shall be subordinate to the lien of an institutional mortgage recorded prior to the time of recording of the claim of lien. In

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In addition, the Association shall have all other remedies provided by applicable laws for the collection of the above, or the enforcement of its lien. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements or by abandonment of the lot for which the assessment is made.

ARTICLE VII

USE RESTRICTIONS AND EASEMENTS

The use of the Development Property shall be in accordance with the following provisions:

1. Use of Common Elements. The Common Elements shall be used only for the purposes for which they are intended for the exclusive benefit of the Owners, occupants of the Lots, and their guests. Retention ponds may not be used for any recreational use whatsoever.

2. Association Regulations. Reasonable regulations concerning the use of the Development Property may be made and amended from time to time by the Board of Directors of the Association.

3. Single Family Residence Only; Two Story Limit; Minimum Square Footage. No structure shall be erected, altered or permitted to remain on any Lot other than single family residential dwellings. Lots shall be used for residential purposes only, and businesses or commercial uses, including, but not limited to, doctors, dentists, accountants, hair-dressers, etc., are specifically prohibited. No structure shall be erected which is greater than two stories in height or has less than 1600 square feet of heated and air conditioned enclosed living space exclusive of screened or unscreened porches and garages.

4. Building Setback Lines. All residential dwellings shall be located within the building restriction lines shown on the Plat. Notwithstanding the provisions of this paragraph, with the prior written approval of the Developer, improvements constructed on the Lots may encroach upon the restricted areas provided that such improvements meet the setback requirements of the City of Jacksonville Beach and do not encroach upon the Conservation Area (jurisdictional area) shown on the Plat.

5. Fences, Hedges and Walls. Fences, hedges and walls may not be built or maintained on any portion of a Lot which would impair the view of the Conservation Area from any other Lot, without the prior written consent of the Association.

6. Other Structures. Without the prior written consent of the Association, no buildings, structures, pens, yards and houses for pets, above-ground storage, clothes racks and lines, washing and drying equipment, laundry rooms, tools and workshops, garbage and trash cans, detached garages, ho-houses, greenhouses, guest houses, bathhouses, summerhouses, outdoor fireplaces, barbeque pits, or any other structure or objects of any unsightly nature or appearance may be constructed or permitted to remain upon a Lot. The owner of Lot 12 shall be permitted to construct a gazebo on the isolated, non-jurisdictional portion (that is, lying upland of the Environmental Line (Corps of Engineers)) of said Lot that is shown on the Plat. Air conditioning units may be installed at the side of the residence provided the noise from same will not disturb their neighbors. Each such unit must be adequately and ornamentally screened.

7. Architectural Review. For the purpose of further insuring the development of the Development Property as a

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residential area of highest quality and standards, and in order that all improvements on each Lot shall present an attractive and pleasing appearance from all sides of view, the Developer reserves the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each Lot in the manner and to the extent set forth herein. No residence or other building, and no building, fence, wall, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main residence shall be commenced, placed, erected or allowed to remain on any Lot, nor shall any additions to or exterior change or alteration thereto be made, unless and until building plans and specifications covering same, showing the nature, kind, shape, height, size, materials, exterior color schemes, location and orientation on the Lot, together with the approximate square footage, construction schedule and such other information as the Developer shall require, (including, if so required, plans for the grading and landscaping of the Lot showing any changes proposed to be made in the elevation or surface contours of the land) have been submitted to and approved by the Developer in writing. The Developer shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and Lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons. In passing upon such building plans and specifications and Lot-grading and landscaping plans, the Developer may take into consideration the suitability and desirability of proposed constructions and the materials of which the same are proposed to be constructed and the quality of the proposed workmanship, as the Developer shall specify or require. In the event Developer fails to approve or disapprove the plans, specifications and other items required under the terms of this paragraph within thirty (30) days after the same have been submitted to Developer in writing, such approval shall not be required and the provisions of this paragraph shall be deemed to have been complied with. The Developer's rights hereunder shall pass to the Association at such time as a residence has been constructed on each Lot or at such earlier time as the Developer may assign its rights hereunder to the Association, provided, however, that no such transfer shall affect or negate any prior approval or disapproval of the Developer.

8. No Overhead Wires; Utility Maintenance. All telephone, cable television, electric and other utility lines and connections between the main utilities lines and the residential dwelling located on each Lot shall be concealed and located underground so as not to be visible. All utility lines serving a Lot from the point of connection with a main distribution line constructed by Developer shall be constructed and maintained by the Lot Owner at its sole expense. The Owner of a Lot subject to the privileges, rights and easements referred to in this paragraph shall acquire no right, title or interest in or to any wires, cables, conduits, pipes, mains, lines or other equipment or facilities placed by others on, over or under the property which is subject to said privileges, rights and easements.

9. No Sheds, Shacks or Trailers. No shed, shack, trailer, tent or other temporary or movable building or structure of any kind shall be erected or permitted to remain on any Lot. However, this paragraph shall not prevent the use of adequate sanitary toilet facilities for workmen during the course of such construction. Likewise, any contractor or sales person authorized by Developer may maintain a trailer or portable construction shack of attractive design suitably landscaped on any Lot used in connection with the construction or sale of houses being built in this Development for no longer than twelve (12) months. The location and landscaping of the trailer shall be subject to approval by the Developer as set forth in paragraph 6.

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10. Residing Only in Residence. No trailer, basement, garage or any outbuilding of any kind even if otherwise permitted hereunder to be or remain on a Lot, shall be at any time used as a residence either temporarily or permanently.

11. Signs; Mailboxes. No sign of any character shall be displayed upon or permitted to remain on any Lot except "FOR RENT" or "FOR SALE" signs, which signs may refer only to the particular premises on which displayed, and shall be of materials, size, height, and design specified by the Association.

Nothing contained herein shall prevent the Developer, or its assigns, from erecting or maintaining such commercial and display signs and such temporary dwellings, model dwellings and other structures as the Developer may deem advisable for development or sales purposes. The Developer or its assigns shall approve of mailbox locations, size and design in conjunction with the Architectural Review provisions set forth above.

12. Aerials and Antennas. No radio or television aerial, antenna or dish antenna nor any other exterior electronic or electrical equipment or devices of any kind shall be installed or maintained on a Lot or on the exterior of any structure located on a Lot unless and until the location, size and design thereof shall have been approved by the Association.

13. No Offensive Activities. No illegal, noxious or offensive activity shall be permitted or carried on upon any part of the Development Property, nor shall anything be permitted or done thereon which is or may become a nuisance to the neighborhood. Developer and the Association shall have the unrestricted and absolute right to deny ingress to any person who, in their sole opinion, may create or participate in a disturbance or a nuisance on any of the Development Property. No trash, garbage, rubbish, debris, waste materials or other refuse shall be deposited or allowed to accumulate or remain on any part of any Lot. No fires for burning trash, leaves, clippings or other debris or refuse shall be permitted to be on any part of any Lot or road rights-of-way. No commercial uses, including home occupations, shall be allowed without the approval of the Association. No mechanical repairs of any wheeled vehicle shall be permitted on any Lot.

14. Tree Protection and Visual Buffer. For Lots 1, 7, 29, 30, 31, 32, 33, 34 and 35, without the prior consent of the Association there shall be no removal of any vegetation within a fifteen (15) foot strip along the rear Lot line and in the case of Lot 1, along the side Lot line abutting said South 15th Street. No tree having a diameter at breast height of six (6) inches or greater shall be removed from any Lot without the written consent of the Association, except for such trees as the Owner desires removed which are located within the footprint of the residential dwelling or within 10 feet adjacent thereto.

15. Pets. No animals other than two dogs weighing a total of no more than 90 pounds, or two cats, or four birds, may be kept on any Lot for the pleasure and use of the occupants of the residential dwelling thereon, but not for any commercial or breeding use or purpose. If, in the sole opinion of the Association, the animal or animals become dangerous or an annoyance or nuisance in the neighborhood or nearby property or destructive of wildlife, they may not thereafter be kept on the Lot. Birds shall be kept in indoor cages at all times. All pets shall be kept on a leash at all times and shall be curbed.

16. Trash. Burning of trash, rubbish, garbage, leaves, or other materials in the open, by an incinerator or otherwise, is prohibited. All garbage and trash must be stored in closed containers and be hidden from any adjacent Lot or roadway.

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17. Motorist Vision to Remain Unobstructed. The Association shall have the right, but no obligation, to remove, or require the removal of any fence, wall, hedge, shrubbery, bushes, trees or other thing or material, either natural or artificial, placed or located on any Lot if the location of same, are, in the sole judgment and opinion of the Association, obstructing the vision of motorists upon any of the streets.

18. Grading. No changes in elevation of any portion of a Lot shall be made which would adversely affect any adjacent Lot or the Development Property.

19. No Parking of Wheeled Vehicles, Boats, etc. No wheeled vehicles, (excluding one automobile) of any kind, including but not limited to, travel trailers, camper trailers, motor homes, mobile homes, boats, boat trailers, or any other offensive objects shall be kept or parked on any Lot, including driveways, between the paved road and the residential structure thereon. They may be so kept if completely inside a garage attached to the residential dwelling, provided, the garage door is closed except for entry and exit. Private automobiles of the occupants of a residential dwelling on a Lot and their guests and invitees may be parked in such driveways and other vehicles may be parked in such driveways during the times necessary for pick-up and delivery service, and solely for the purpose of such services. No wheeled vehicles of any kind, trailers, boats or any other offensive objects shall be kept or parked in the grassed area or the front or side yard of any Lot. No boat, boat trailer, motor home, mobile home, or other trailer may be parked in the street in front of any Lot except for the purpose of loading and unloading.

20. Garages. Each residential dwelling on a Lot shall have an attached and enclosed two car garage. All garage doors must be kept closed when not in use. No carports are allowed on Lots.

21. Window Air Conditioners. No window airconditioning units shall be installed in any residential dwelling.

22. Completion of Commenced Construction. When the construction of any building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The residence and all related structures shown on the plans and specifications approved by the Developer must be completed within eight (8) months after commencement of construction, unless such completion is rendered impossible as a direct result of strikes, fires, national emergencies, or natural calamities. Prior to the completion of construction, the Owner shall install at his expense a suitable paved driveway from the paved portion of the abutting street to the garage entrance. During the construction on any Lot, all vehicles involved in such construction, including those delivering materials and supplies (except those trucks large or heavy enough to damage said driveways) shall enter into such Lot from the street only at this location.

23. Approval of Developer. Wherever the consent or approval of the Developer or the Association is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking the same has been submitted to and approved in writing by the Developer or the Association. Such request shall be sent by certified mail with return receipt requested. In the event that the Developer or the Association fails to act on any such written request within thirty (30) days after the same has been submitted as required above, the consent or approval to the particular action sought in such written request shall be presumed; however, no action, except as referred to in paragraph 7 of this Article, shall be taken by or on behalf of the person or persons

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submitting such written request which violates any of the provisions of this Declaration.

24. Legal Action on Violation. If any person, firm or corporation or other entity shall violate or attempt to violate any of the provisions of this Article it shall be lawful for the Association or any person or persons owning any Lot: (a) to prosecute proceedings at law for recovery of damages against those so violating or attempting to violate any such covenants, restrictions and easements; or (b) to maintain a proceeding in equity against those so violating or attempting to violate any such covenants, restrictions and easements, for the purposes of preventing or enjoining all or any such violations or attempted violations, PROVIDED, HOWEVER, that the Owner or occupant of any residential dwelling on any Lot shall not have any right or cause of action for damages to maintain a proceeding in equity or any claim whatsoever against any builder and/or construction company for violating Paragraph 22 of this Article. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Association, its successors or assigns, to enforce any covenant, restriction or easement or any obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall in no event be deemed as a waiver of the right to enforce the same thereafter as to the same breach or violation thereof occurring prior to or subsequent thereto. Owners found in violation of any of the provisions of this Article shall pay all costs and attorney's fee to the successful plaintiff in any action seeking to prevent, correct or enjoin such violations or in damage suits thereon. All covenants, restrictions and easements contained in this Article shall be deemed several and independent. The invalidity of one or more or any part of one shall in no wise impair the validity of the remaining covenants, restrictions and easements or any part thereof.

25. Lots Adjoining Retention Ponds or Conservation Area. Certain of the Lots include or adjoin stormwater retention ponds or the Conservation Area located adjacent to the Development Property. No pier, dock, bulkhead or other structure shall be constructed or permitted to remain on, in or over any portion of said retention ponds or Conservation Area without the prior written authorization of the Association. No boat, raft or floating object of any kind shall be brought or operated on said retention pond and no swimming shall ever be allowed in said retention pond. No Owner of any Lot shall be permitted to place or dispose of any trash, garbage, fill material or other debris in any retention pond or Conservation Area.

26. Sidewalks. At the time of constructing a residential structure, an Owner shall also construct a sidewalk along the front of his Lot in such location and according to the requirements of the City of Jacksonville Beach, Florida.

ARTICLE VIII

AMENDMENTS TO DECLARATION

Article III and any other article in this Declaration affecting the rights of the Developer shall not be subject to amendment without the consent of the Developer. No amendment shall change any Lot or its appurtenant share in the Common Elements unless the Owner and all mortgagees of record shall join in the execution of the amendment.

Subject to the above provisions, this Declaration of Development may be amended as follows:

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1. Until the election of a majority of the Board of Directors by the Owners, this Declaration may be amended by vote of all of the Directors provided that the amendment does not increase the number of Lots nor alter the boundaries of the Common Elements. Amendments that cannot be adopted by the Board of Directors must be approved (1) by two-thirds of the votes of the Owners; and (2) by 51 percent of the holders of mortgages encumbering Lots; regardless of whether the Owners have elected a majority of the Board of Directors.

2. After the election of a majority of the Board of Directors by the Owners, this Declaration may be amended at a meeting of the members of the Association. Amendments may be proposed by the Board of Directors or by individual members of the Association. Proposals shall be submitted in writing to the President of the Association who, upon receipt, shall call a meeting of the Association to consider the proposed amendment. The meeting shall be held within thirty (30) days after receipt by the President of the proposed amendment. Notice of the meeting specifying the proposed amendment shall be furnished in accordance with the By-Laws of the Association. At the meeting, the proposed amendment shall be adopted if approved by not less than (1) two-thirds of the votes of the entire membership of the Association; and (2) by 51 percent of the holders of mortgages encumbering the Lots.

After adoption of any amendment pursuant to this Article, the officers of the Association shall execute and record in the public records of the County in which the Property is located, a certificate certifying that the amendment was duly adopted. The amendment shall be effective when the certificate and a copy of the amendment are recorded.

ARTICLE IX

FIRST LIEN HOLDERS' RIGHTS

1. Notices of Action. A holder, insurer or guarantor of a first mortgage, upon written request to the Association, (such request to state the name and address of such holder, insurer or guarantor and the Lot number), will be entitled to timely written notice of:

(a) Any proposed amendment of the Declaration effecting a change in (i) the boundaries of any Lot or the exclusive easement rights appertaining thereto, (ii) the interests in the Common Elements appertaining to any Lot or the liability for common expenses appertaining thereto, (iii) the number of votes in the Association appertaining to any Lot or (iv) the purposes to which any Lot or the common elements are restricted;

(b) Any condemnation loss or any casualty loss which affects a material portion of the Development Property or which affects any Lot on which there is a first mortgage held, insured or guaranteed by such eligible holder;

(c) Any delinquency in the payment of assessments or charges owed by an Owner of a Lot subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of 60 days;

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

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ARTICLE X

SEVERABILITY

The invalidity in whole or in part of any covenant or restriction, or any article, paragraph, section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Articles of Incorporation, By-Laws or Regulations of the Association, or any other document governing the Development shall not affect the validity of the remaining portions thereof.

ARTICLE XI

JOINDER

Crisp Lingerfelt Company, Inc., a Florida corporation, hereby consents to and joins in this Declaration and agrees, for itself and its successors and assigns, to comply with and abide by the terms of said Declaration.

American National Bank ^{of Florida} and Florida National Bank, the owners and holders of mortgages encumbering portions of the Property, hereby consent to and join in this Declaration and agree that the liens of their respective mortgages shall be subordinate and inferior to the terms and provisions of this Declaration.

IN WITNESS WHEREOF, the undersigned have executed this Declaration this 18th day of October, 1988.

Signed, sealed and delivered
in the presence of:

MARSHSIDE DEVELOPERS, INC.

[Signature]
[Signature]

By [Signature]
its President

(Corporate Seal)



CRISP LINGERFELT COMPANY, INC.

[Signature]
[Signature]

By [Signature]
its President

(Corporate Seal)

AMERICAN NATIONAL BANK OF
FLORIDA

[Signature]
[Signature]

By [Signature]
its S. Vice President

(Corporate Seal)

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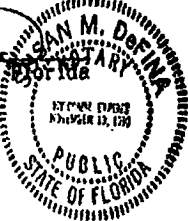
FLORIDA NATIONAL BANK

Bessette A. White
Donna L. Bethel

By Kenneth H. Palmer
its Vice President
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this
October 5, 1988, by Charles Guy Bond, President of Marshside
Developers, Inc., a Florida corporation, on behalf of the
corporation.

Susan M. DeFina
Notary Public, State of Florida
My commission expires:


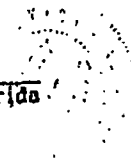
STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this
October 17, 1988, by Bruce A. Lingerfelt,
President of Crisp Lingerfelt Company, Inc., a Florida
corporation, on behalf of the corporation.

Lorrell Johnson
Notary Public, State of Florida
My commission expires:


STATE OF FLORIDA
COUNTY OF DUVAL

The foregoing instrument was acknowledged before me this
October 6th, 1988, by William H. Sullivan,
President of American National Bank, a national banking
association, on behalf of the corporation of Florida

Elizabeth Winton
Notary Public, State of Florida
My commission expires:


STATE OF FLORIDA
COUNTY OF DUVAL

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The foregoing instrument was acknowledged before me this
October 5th 1988, by Kenneth A. Gabriel, Vice
President of Florida National Bank, a national banking
association, on behalf of the corporation.

Balotte A. [Signature]
Notary Public, State of Florida

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
BY COMMISSION EXP. APR 28, 1991
BONDED 1040 BY STATE, 200.00

88-108174

82 OCT 19 12:17

HENRY W. COOK
CLERK OF COURT

ARTICLES OF INCORPORATION of
MARSHSIDE HOMEOWNERS ASSOCIATION, INC.

(Pursuant to Chapter 617, Florida Statutes)

FILED
1997 OCT 26 AM 10:10
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE I-NAME

The name of this corporation shall be: Marshside Homeowners Association, Inc.

ARTICLE II-DURATION OF THE CORPORATION

This corporation shall have perpetual existence; provided, however, that upon the vote of a majority of all the members of the Board of Directors, the corporation may be dissolved. In the event of the liquidation or dissolution of the corporation, whether voluntary or involuntary, the corporation, after the payment of all of the debts of the corporation and expenses of dissolution, shall dispose of all of the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations that are organized and operated exclusively for charitable, educational, religious or scientific purposes as shall at that time qualify as an exempt organization under Section 501(c) (3) of the Internal Revenue Code of 1954, as amended (the "Code"), as the Board of Directors shall determine. In the event of such liquidation or dissolution, no part of such assets shall inure to the benefit of any members, directors or officers of this corporation or to any private individual.

ARTICLE III-GENERAL PURPOSES OF THE CORPORATION

The purposes for which the corporation is organized are:

- (a) To exist solely for scientific, educational and charitable purposes within the meaning of Section 501(c)(3) of the Code.
- (b) To fulfill obligations set forth the Marshside Declaration of Covenants and Restrictions.

- (c) To operate without regard to race, creed, age, sex, religion or national origin.
- (d) To use any income not needed for operating expenses and suitable reserves to carry out the activities described in paragraph (b) for a broad segment of the community.
- (e) To carry out its functions such that no substantial part of the corporation's activities shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.
- (f) To have and exercise all powers of any corporation not for profit as the same now exist, or may hereafter exist under the laws of the State of Florida. No part of the assets, income, or profits of the corporation shall be distributable to, or inure to the benefit of, its members, directors, officers, or any private individual, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth herein.
- (g) To qualify under the laws of any other state or country for the carrying out of the purposes and objects of the corporation; to solicit and receive by gift, bequest, devise or in any other manner, money, assistance, and any other form of contributions, whether real, personal, or mixed property, or of -services, from any person, firm or corporation; to take, hold, and manage any real, personal, or mixed property conveyed to the corporation, and to use the income and principal for the purposes of the corporation; to execute trusts, establish endowment funds, and to form or cause to be formed any other corporation under the laws of the State of Florida, or under the laws of any other state or country for the purposes of promoting or accomplishing any or all the objects for which this corporation is organized; to lease or purchase such real personal, or mixed property as may be necessary or desirable to carry out the purposes of this corporation; to mortgage

or otherwise encumber any of its property or to sell, convey or donate the- same; to permit the use of-any-of its property for educational, charitable, benevolent or other- lawful purposes; to contract and be contracted with, sue and be sued, and invest and reinvest the funds of the corporation: and to do all acts and things requisite, necessary, proper, or desirable to carry out and further such purposes for which this corporation is formed.

- (h) Notwithstanding any other provision hereof, this corporation shall not conduct or carryon any activities not permitted to be conducted or carried on by an organization exempt under Section 501(c)(3) of the Code or by an organization, contributions to which are deductible under Section 170(c)(2) of such Code.

ARTICLE IV-STOCK

This corporation shall be organized on a non stock basis.

ARTICLE V-MEMBERSHIP

The qualifications for members and the manner of their admission shall be regulated by this corporation's bylaws.

ARTICLE VI-INITIAL REGISTERED OFFICE AND AGENT

The street address of the initial registered office of this corporation is 1800 Florida National Bank Tower, 22S Water Street, Jacksonville, Florida 32202, anti the name of its initial registered agent at such address is Smith & Hulsey.

ARTICLE VII-INITIAL BOARD OF DIRECTORS

The number of directors constituting the initial Board of Directors of this corporation shall be three (3) and the name and address of each person who is to serve as a member thereof is:

Daniel T. Crisp, III
9210 Cypress Green Drive
Jacksonville, Florida 32216

Bruce A. Lingerfelt
9210 Cypress Green Drive
Jacksonville, Florida 32216

Lorene R. Johnson
9210 Cypress Green Drive
Jacksonville, Florida 32216

ARTICLE VIII-INCORPORATOR

The name and address of the incorporator is C. Guy Bond, 1800 Florida National Bank Tower, 225 Water Street, Jacksonville, Florida 32202.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation this 23rd day of October, 1987.
(i)



Guy Bond

STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME, a Notary Public authorized to take acknowledgments in the State and County set forth above, personally appeared C. Guy Bond, known to me and known by me to be the person who executed the foregoing Articles of Incorporation, and he acknowledged before me that he executed those Articles of Incorporation.

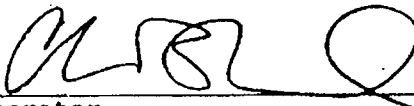
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, in the State and County aforesaid, this day 23rd of October, 1987.

(Rebecca J. Braun)
Notary Public State of Florida
My Commission Expires:
(Aug. 14, 1989)

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE
OF PROCESS WITHIN FLORIDA, NAMING AGENT UPON WHOM PROCESS MAY BE
SERVED

In compliance with Section 48.091, Florida Statutes, the following is submitted:

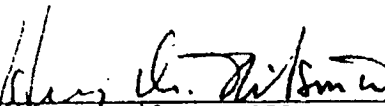
That Marshside Homeowners Association, Inc., desiring to organize or qualify under the laws of the State of Florida, with its principal place of business at the City of Jacksonville, State of Florida, has named Smith & Hulsey, located at 1800 Florida National Bank Tower, 225 Water Street, City of Jacksonville, State of Florida, as its agent to accept service of process within Florida.


Incorporator

Date 10/23/87

Having been named to accept services for the above stated corporation, at the place designated in this certificate, Smith & Hulsey hereby agrees to act in this capacity, and Smith & Hulsey further agrees to comply with the provisions of all statutes relative to the proper and complete performance of its duties.

SMITH & HULSEY

By 
Harry M. Wilson, III
Vice President

Date 10/23/87

Marshside Homeowner's Association

By-Laws

Preamble

We the members of Marshside Homeowners Association, Inc., having come together as a representative body to address issues impacting the quality of life in our community do covenant together to strive to insure that Marshside continues to thrive as a family oriented community committed to the safety and prosperity of its members and neighbors.

Mission & Vision

To serve the needs of the community as an organized association representing each member of the community; To partnership with local, county and state government officials on behalf of the community of Marshside; To foster a wholesome, family oriented community through the sponsorship of family oriented and neighborhood activities for all residents of Marshside; To keep community members informed of all activities of the association and community.

Values

We value family, neighbors, and mutual respect for each other with a shared responsibility for the welfare of others and our community.

ARTICLE 1: NAME AND LOCATION

The name of the corporation is Marshside Homeowners Association, Inc., herein after referred to as the "Association" or "MHA", which was created and exists as a non-profit corporation under the laws of the State of Florida.

The principal office of the Association shall be located at the home of the current secretary of the Board of Directors.

ARTICLE 2: DEFINITIONS

Section 1. "Association/Corporation" shall be used interchangeably to mean Marshside Homeowners Association, Inc.

Section 2. Properties shall refer to the real property described in the Articles of Incorporation, and such additions as may hereafter be brought within the jurisdiction of the association.

Section 3. Lot: Any plot of land shown on any recorded subdivision map included in the prescribed boundaries of the Marshside subdivision and such additions thereto as may be brought within the jurisdiction of the Association.

Section 4. Member: Any person or entity who holds membership in the Association by virtue of being an owner of a residence constructed on any lot as described in Section 3 above.

Section 5. Owner shall refer to the owner of record, whether one or more persons or entities, of the fee simple title to any lot which is part of the properties, including contract sellers, but excluding those having such interest as security for the performance of an obligation.

Section 6. Quorum: The number of voting members present at any general meeting.

Section 7. Operational period/Fiscal year shall be from January 1 through December 31 of a calendar year.

ARTICLE 3: MEMBERSHIP

Section 1. Voting member

Voting rights are obtained when a titled owner pays the dues assessed by the Corporation.

Section 2. Special Considerations

Absentee ownership - membership and associated voting privileges are only granted to the owner of record of a property. If an owner retains voting rights, the Association is only required to provide notification of the meetings within the same time frame as given to all other members. At the owner's discretion, the voting privileges may be assigned to a lessee of the property in question. All such assignments must be in written form, witnessed, notarized, and recorded with the secretary of the Association. It will be the responsibility of the titled owner to maintain accurate information on record with the Association in such instances. Inaccurate information will cause voting privileges to be rescinded until proper verification of information can be made.

ARTICLE 4: GOVERNMENT

Section 1. Governing Body

The affairs of the Association shall be governed by a Board of Directors, each having one vote. The Board of Directors will consist of seven (7) members selected by majority vote from at-large nominees at the Annual Meeting. Nominees will publicly agree to serve if elected. All nominees shall be full-time residents for a minimum of six (6) months, a voting member of the Association, and a minimum of 18 years of age.

Section 2. Elections and Terms of Office

Elections will be held at the Annual Meeting. Term of elected Board members is two (2) years. There will be no term limits, but sitting members must be placed in nomination and re-elected at expiration of their term.

Section 3. Officers

The Board will convene within 10 days of the Annual Meeting to elect officers to serve until the next Annual Meeting. Those officers shall be Chairperson, Vice-chairperson, Secretary, and Treasurer. No Board member may hold more than one office. Notice will be given to all members of the new slate of officers as soon as possible.

Section 4. Removal/Resignation

Any Board member may be removed by majority vote of Board members when it is deemed to be in the best interest of the Association. Any officer may resign at any time by giving notice to the Board, the Chairperson, or the Secretary. Board members may step down from committee assignments or resign positions such as Vice-chairperson, Chair and so forth and still retain position as member of the Board. A board member appointed to fill a vacancy shall be appointed to fill the unexpired term of his predecessor in office and until his successor shall have been elected and/or appointed and qualified.

Section 5. Duties of Officers

The **Chairperson** shall be the chief executive officer of the Association and, as such, will preside over all meetings of the Board of Directors and all meetings of the Association, and serves with *ex-officio* privileges on all committees of the Association.

The **Vice-Chairperson** shall preside in the absence of the Chairperson. The **Secretary** shall record the proceedings of all Board meetings and all Association meetings, maintain copies of all organizational documents, maintain accurate lists of members of each committee, maintain copies of all minutes submitted by various Committee Chairpersons, and maintain register with the names, phone numbers, and mailing and home addresses of all members. The **Treasurer** shall be the chief financial officer charged with maintaining all financial records for the Association and maintaining an accurate roster of paid membership. All expenditures must be receipted and kept in order of payment. The Treasurer will publish a full financial report of receipts and disbursements for the Annual Meeting and for all quarterly meetings of the Board.

Section 6. Duties and Powers of the Board of Directors

The Board is empowered to provide for the operation, care, and maintenance of all common areas; and to contract for repairs, additions, and improvement or alterations of the common areas. The Board of Directors is empowered to assess and collect dues/fees to defray common expenses and to establish necessary accounts to deposit and disburse such collected funds, as set in the budget. All disbursements from any such account will be signed and authorized by the Chairman and the Treasurer. The Board of Directors, by majority vote, may authorize unanticipated, and unbudgeted expenses. The Board of Directors is empowered to contract for any legal counsel as needed by the Association.

Section 7.

A. Committees: Committee appointments are for one year unless otherwise stipulated. All committees report directly to the Board of Directors. All committee appointments shall be affirmed by majority vote of the Board of Directors. Committee chair appointments shall be the responsibility of the Chairman of the Board and affirmed by the full Board on a majority vote. Such votes may take place either at a Board Meeting, Special Called meeting or via a telephone poll until a majority has been achieved. Each Committee will provide the Secretary of the Board with a copy of each meeting's minutes. Each committee will develop a list of committee responsibilities to help define the duties of that committee. Each committee shall submit a proposed budget to the Treasurer for inclusion in the annual Association proposed budget.

B. Standing Committees Definitions and Duties

Hospitality Committee: Welcomes all new residents and provides new residents with information about the Association; maintains a group of volunteers to distribute Association newsletters and information; provides new residents with a list of contact people on the committee to obtain information about schools, medical services, City officials, local merchants, etc.

A sub-committee of the Hospitality Committee is the **Social and Community Activities Committee**. This committee shall organize and promote neighborhood-wide activities for fellowship and holidays.

Beautification Committee: Receives and investigates input from residents regarding maintenance needs. Solicits written bids and proposals for common areas maintenance and service providers. Provides the Board with references for all service and maintenance bidders.

Select Committees: Formed and empowered at the direction of the Board of Directors for a specific period of time for a specific purpose. Committee chair and members will be determined by the Board.

C. Board Member Voting

Section 1. Vote Entitlement

Each developed property shall be entitled to one vote in any Association proceedings.

Section 2. Staggered Elections

To prevent having a Board consisting of all new, inexperienced members, elections will be staggered. Four (4) members will be voted upon one year and the next year the other three (3) members will be voted upon.

ARTICLE 5: MEETINGS**Section 1. Meetings of Board of Directors**

All meetings of the Board of Directors are open to all Marshside residents. Your Board meets monthly on a schedule to be announced annually by the Board. A notice for each meeting will be posted on a sign at the front of the entrance island with copies of the planned agenda. We rotate locations for these meetings at Board members' homes. These meetings are open to any association member to attend, but we ask if you wish to attend a meeting, please call the board Chairperson or vice Chairperson so we can give you the location and make room. For the Board to work as efficiently as possible, there are several areas of prodigal details that we ask you to follow to handle issues. If you have a possible covenant violation, Board approval request or general issue, please submit it in writing to the Board. We ask that you submit your request to either the Chairperson or Vice Chairperson at least two weeks before a Board Meeting. Approval requests must be in detailed written form and detailed plans must accompany the request. This will allow copies to go to each Board member and the issue put on the agenda for the next Board meeting. If you would like to just personally address the Board at any of the meetings, please take a moment to write down the issue. Please include your name and hand it to a Board member before the meeting to be recognized. We will then give you an appropriate amount of time to raise your point to the Board.

Section 2. Annual Meeting

The Annual Meeting of the Association will be held each year in the Fall at a site determined by the sitting Board of Directors. Notification of the meeting will be provided 30 days in advance of the scheduled date to all members. The agenda will consist of, but not be limited to, the following:

The Board will review the highlights and events of the Association for the past year, including reports from all officers and committee chairs. The sitting Board will present the budget for the coming year and make a recommendation for dues/fees charges for the coming year. Elections will be held for Board openings. Only those items that are published as part of the agenda will be addressed during the meeting.

Section 3. Special Meetings

Special meetings may be called at any time by the Board of Directors or by petition of a majority of the current voting members of the Association. Such meetings will be called at convenient sites and times to allow for reasonable attendance by all interested members. Special meetings will be called to address specific agenda. Meetings of this nature will be publicized with reasonable notice.

Section 4. Minutes

Proceedings of all Board and committee meetings will be recorded in transactional (summary) format and a copy will be filed with the Board Secretary.

Section 5. Parliamentary Rules

The latest edition of *Robert's Rules of Order* may be used as a guide to govern all meetings of the Association, the Board, or committees, unless a motion to suspend is made, passed and recorded in the minutes of the meeting.

ARTICLE 6: BUDGET

Section 1. Annual Budget Proposal

The proposed Annual Budget presented at the Annual Meeting will be presented in the line-item format with clear details of total anticipated expenditures.

Section 2. Approval

Majority of the quorum present at the Annual Meeting is required to approve the budget.

ARTICLE 7: DUES AND FEES

Section 1. General

Dues for a particular year will be determined and approved by a majority vote of Board members after the Annual Meeting when the proposed budget has been presented.

Section 2. Collections

Dues are payable beginning January 1st of each year and become delinquent on the 15th of February.

Section 3. Refunds

Dues are non-refundable except upon dissolution of the Corporation and after settlement of all payables.

Section 4. Transfer

Voting privileges will transfer to a new owner of any properties for the remainder of the current period.

Section 5. Gifts

The Association may accept gifts of real estate, personal property or goods and services for the benefit of the Association. Acceptance of such gift offers will be contingent upon review and approval of the Board of Directors. Gifts of a monetary nature however may be accepted by the Treasurer of the Board.

ARTICLE 8: MISCELLANEOUS

Section 1. Florida law shall take precedence in any instance of conflict between these by-laws and the laws of the state.

Section 2. These by-laws may be amended, modified, or changed only by a majority vote of a quorum present at a meeting of the Board of Directors.

Marshside Homeowner's Association, Inc.

Rules, Regulations and Enforcement Procedures

When you decided to live in Marshside you were undoubtedly attracted by the Community's natural beauty, the unique nautical influence, the high standards of architectural design and landscaping, the environmental protection, the quiet streets, the limited access and quality of life. You wanted something better than a traditional city neighborhood. You also hoped that the value of your property would increase partially because of Marshside's good reputation.

The Rules and Regulations provided for by the Marshside Declaration of Covenants and by the decisions of the Board of Directors of the Marshside Homeowner's Association, Inc. are part of the means for ensuring that the Community meets your expectations (the other being the Architectural Review Guidelines.) All residents agreed to abide by these Rules and Regulations.

There are also Federal, State and City laws and ordinances that apply to activities in the Community. Some of the permits granted to Marshside by regulatory agencies contain restrictions on land use and activities in the Community.

The Declaration permits the Board of Directors to change the Rules and Regulations at any time. If there are disputes over the interpretation and enforcement of the rules, the Board has the final decision authority.

Enforcement procedures described below conform to all current laws and are similar to the practices of other communities in the Jacksonville and beach area. All residents, their guests and tenants are expected to comply with these Rules and Regulations. For violators, the enforcement procedures apply.

Most of Jacksonville Beach City Code provisions apply in Marshside. Some are referenced herein. Others of interest include bicycle, skateboard, roller blade, and pedestrian traffic, firearms, fireworks, drugs/narcotics, public intoxication, solicitations, making threats, fighting, destruction of property, obstruction of sidewalks, odors, etc.. These are available in the City Ordinances.

We all know that no matter how comprehensive the Declaration, the real & underpinning of a great Community is the good will and "cooperative spirit" of its residents. We hope that such a cooperative spirit will be the hallmark of Marshside.

Certainly situations may arise that will require further modifications to these rules. Always feel free to recommend changes to the Board of Directors.

Architectural Review Guidelines

Nearly all communities have Architectural Review Guidelines to assure that all



**Marshside Homeowners Association
ARCHITECTURAL REVIEW APPLICATION**

1. Name (please type or print): _____
2. Address of proposed change: _____
3. Home telephone: _____ Work telephone: _____
4. Email address: _____
5. General description of proposed change: Please include the purpose or reason for the change, the type and color of materials to be used, location of the change on the property and any other pertinent information required to evaluate the proposed change:

6. Estimated starting date of construction: _____
7. Estimated completion date: _____
8. Owner(s) acknowledges that they are familiar with the architectural review requirements and procedures for the Marshside Homeowners Association.
9. All applications will be reviewed by the Committee Chair and the Marshside Homeowners Association Board. The Board reserves the right to solicit the opinion of adjoining property owners and to provide copies of this application to them. Committee will respond to applicant in writing within the 30-day review period.

Owner's Signature & Date: _____

Owner's Signature & Date: _____

Date received by Architectural Review Committee Chairperson: _____

APPLICATION SUBMITTAL

- Please mail or deliver **TWO (2)** copies of this application and supporting documents to Architectural Review Committee Chairperson listed below
- Do not include original documents, as they will not be returned. All pages must be legible copies. Faxes are not acceptable.
- Owner must sign this application on page one (1) and initial that they have read and agree to requirements and notes contained on the page three (3) and four (4) of this application.

Architectural Review Committee Chairperson:

Brian Bidwell

1512 Marshside Dr.

Jacksonville Bch., FL 32250

APPLICATION REVIEW RESULTS

Action taken (check one): ☐ Approved ☐ Not Approved

☐ Approved as noted (see comments) ☐ Additional information required (see comments)

Reviewed by:

Architectural Committee Chair _____ Date: _____

Reviewed by:

Marshside Homeowner's Association President

_____ Date: _____

COMMENTS/REQUIREMENTS AS NOTED FOR APPROVAL

☐ Copy of Building Permit required

☐ Copy of Land Survey required

☐ Color chips or color sample required

☐ Other _____

Comments from committee review: _____

Owners' Acknowledgments:

I/We understand and agree:

1. ...that approval by the Committee shall in no way be construed as to pass judgment on the correctness of the location, structural design, suitability of water flow or drainage, location of utilities, or other qualities of the proposed change being reviewed.
2. ...that approval by the Committee shall in no way be construed as to pass judgment on whether the proposed change being reviewed is in compliance with the applicable building and zoning codes of the county in which the property is located.
3. ...that approval of any particular plans and specifications or design shall not be construed as a waiver of the right of the Committee to disapprove such plans and specifications, or any elements or features thereof, in the event such plans are subsequently submitted for use in any other instance.
4. ... Owner(s) agrees to store construction materials only on his property, rather than in common areas, easements or street, to bear the cost of repairing any damaged caused to such areas and remove all unused materials from public view within 7 days following the completion of work.
5. ...that there shall be no deviations from the plans, specifications, and location approved by the Committee without prior written consent of the Committee; any variation from the original application must be resubmitted for approval.
6. ...that I/we authorize members of the Committee to enter upon my Property to make one or more routine inspection(s).
7. ...that construction or alterations in accordance with the approved plans and specifications must commence within 6 months of the approved date of this application and be completed within 12 months of the approved date, otherwise the approval by the Committee shall be deemed conclusively to have lapsed and to have been withdrawn.
8. ...that it is my responsibility and obligation to obtain all required building permits and to construct the improvements in a workmanlike manner in conformance with all applicable building and zoning codes.
9. ...that I/we am/are responsible for any damage and all cost to repair green space or community property that result from the proposed modification.

Owner/Applicant Signature: _____ Date: _____

Co-owner/Applicant Signature: _____ Date: _____

Owner(s) Initials: _____

REQUIRED EXHIBITS AND SUPPORTING DOCUMENTATION

The supporting documentation listed below must accompany this application as applicable to proposed change. An application submitted without all required submissions will be considered incomplete. In such case, the Architectural Review Committee's 30-day review period will not commence until all required submissions have been provided.

- A. **Paint or Stain Colors:** A sample or model number of the color(s) to be used along with a list of existing paint colors on the house which will remain unchanged must be provided.
- B. **Finish Materials:** A description and/or a sample of all finish materials to be used for exterior surface modifications must be provided.
- C. **Site Plan, Survey or Plot Plan:** A site plan, drawn to scale, showing the location and dimensions of the proposed modification, including orientation with respect to property lines, must be provided for decks, patios, walls, storage sheds, fences, gazebos and structural additions to the home.
- D. **Architectural Drawings and Landscape Plans:** Detailed architectural drawings or plans must be provided for decks, storage sheds, fences, gazebos and structural additions to the home, as well as surrounding landscaping or topography changes of the lot.
- E. **Other Exhibits:** Other exhibits may be required in order to permit adequate evaluation of the proposed change. Homeowner's are advised to seek guidance from the Committee Chairperson prior to the submission of an application.
- F. **Contractor Estimate/Proposal/Plans:** Bids you receive may include the majority of the above mentioned requirements. It is recommended that you attach these documents to the application. The Committee is not interested in the cost of your project. The cost listed on any document may be struck prior to submission.
- G. **Building Permits:** Copies of building permits must be supplied to the Committee before the commencement of any approved project.

NOTES

- A. Nothing contained herein shall be construed to represent that alteration to lots or buildings in accordance with these plans shall not violate any of the provisions of the Building and Zoning Codes of Duval County and the City of Jacksonville Beach, to which the property is subject to. Further, nothing contained herein shall be construed as a waiver or modification of said restrictions.
- B. Where required, appropriate building permits shall be obtained from Duval County and the City of Jacksonville Beach prior to the commencement of construction. Nothing contained herein shall be construed as a waiver of said requirement.
- C. Owner understands and agrees that no work on this request will commence until written approval has been obtained from the Marshside Neighborhood Association.
- D. Owner further understands and agrees that any exterior alterations undertaken before written approval is obtained is not permitted and the Owner may be required to restore the property to its former condition at the Owner's expense if such alterations are made and subsequently disapproved in whole or in part. Further, Owner understands that any legal expense associated therewith may be the responsibility of the Owner.
- E. Owner agrees and grants express permission to Committee to enter on the Owner's property at a reasonable time to inspect the project, during and after construction.
- F. Owner understands that any approval is contingent upon the completion of alterations in a workmanlike manner and in accordance with the approved plan and specifications of said alterations.

Owner(s) Initials: _____

EXHIBIT C
AFFIDAVIT

STATE OF FLORIDA
COUNTY OF DUVAL

BEFORE ME, the undersigned authority, this date personally appeared Patricia Johnson, who being by me first duly sworn, deposes and says:

1. I am the Secretary and a Board Member of Marshside Homeowners Association, Inc., a Florida not-for-profit corporation.

2. Marshside Homeowners Association, Inc., is the governing homeowners' association for Marshside Subdivision located in Duval County, Florida as described on the following plats:

- a. Plat of Marshside Subdivision recorded October 3, 1988 in Official Records Plat Book 44, Page 81, Public Records of Duval County, Florida.
- b. Replat of Marshside Subdivision recorded April 18, 1989 in Official Records Plat Book 45, Page 31, Public Records of Duval County, Florida.

3. A meeting was held on Tuesday, October 16, 2018 at 7:00 p.m. at 1655 Marshside Drive, Jacksonville Beach, FL 32250, to preserve the Declaration of Covenants, Restrictions and Easements for Marshside, A Residential Development which is recorded at Official Records Book 6596, Page 0139, Public Records of Duval County Florida, and all prior and subsequent Governing Documents.

4. The Board of Directors notified each Owner subject to the Declaration in writing not less than seven (7) days before the Tuesday, October 16, 2018 meeting, and such notice included the time and place for the meeting.

5. The Board of Directors hand delivered or mailed the notice of the meeting, attached to this Affidavit as Exhibit "1" to each Owner subject to the Declaration.