

Prepared by
And return to:

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**THIRD AMENDMENT TO THE DECLARATION OF CONDOMINIUM FOR
MARSH COVE CONDOMINIUM**

This Amendment to the Declaration of Marsh Cove Condominium, is effective upon recording, by Marsh Cove at Ponte Vedra Condominium Association, Inc., a Florida not-for-profit corporation ("Association").

RECITALS:

- A. The Declaration for Marsh Cove Condominium is recorded at Official Record Book 1491, Page 598, current records of St. Johns County, Florida.
- B. Pursuant to Article XI, page 8, Paragraph B, by proposal of the Board of Directors, at a duly called meeting of the Board of Directors on June 24, 2014, and was approved by the Membership.

Now Therefore, the Association hereby amends the Declaration as follows:

Article V, titled Definition of Units and Common Elements, Paragraph C, is added as follows:

- C. Limited Common Elements. The term "Limited Common Elements" shall mean and comprise the common elements that are reserved in this Declaration for the use of a certain Unit or Units to the exclusion of other Units, and shall include the area(s) directly in the front or in the rear of certain Units to the extent contained in Exhibit "C" to this Declaration.

Article XII, titled Maintenance, Repairs and Replacements, Paragraph C, is added as follows:

- C. Limited Common Elements. The Responsibility for and the cost of keeping clean and in orderly condition those Limited Common Elements that are assigned or granted to, and exclusively serve, a certain Unit or Units to the exclusion of other Units, shall be born by the Owner(s) of the Unit(s) to which the same are appurtenant. All owner-installed improvements, including but not limited to, decks, pavers, and patio's, all of which must first be approved by the Association, must be maintained, repaired and replaced as needed by the Owner(s) of the Unit(s) to which the same are appurtenant. "Owner-installed improvement" shall include improvements installed by previous Owner(s) of said Unit(s). Should Owner(s) fail to maintain, repair

and replace, said owner-installed improvements as may be deemed necessary by the Association, the Association may require Owner(s) to remove said owner-installed improvements or perform removal of said owner-installed improvements by the Association with all costs of said removal assessed as a Special Assessment against the Unit(s) to which said owner-installed improvements were appurtenant.

Article XV, titled Use Restrictions, Paragraph B is amended as follows:

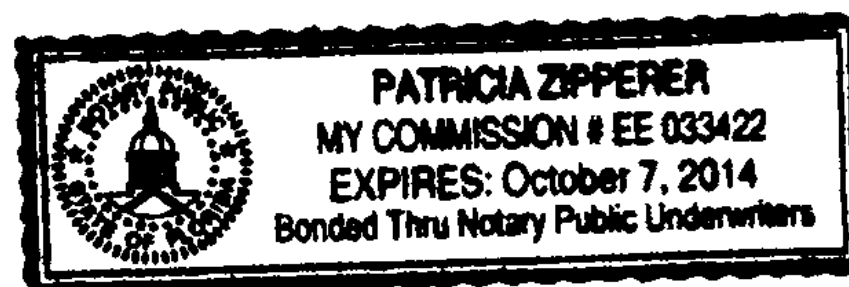
B. Common Elements and Limited Common Elements. The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in furnishing services and facilities for the enjoyment of such improvements.

Article XIX, titled Alterations of and Improvements to Units and to Common Elements, Paragraph B, is amended as follows:

B. Common Elements and Limited Common Elements. There shall be no material alterations or substantial improvements or additions to the Common Elements or Limited Common Elements except as set forth. Upon the affirmative vote of a majority of the members of the Board, the Association shall have the right to make or cause to be made alterations, improvements, or additions to the Common Elements or Limited Common Elements, except for acquisition of additional real property. The acquisition of additional real property shall be approved by seventy-five percent (75%) of the Voting interests in the Association. In the case of Common Elements, the cost of such alterations, improvements, or additions shall be assessed against and collected from all Unit Owners as Common Expenses. In the case of Limited Common Elements, the costs of such alterations, improvements, or additions shall be initiated and born by the Owner(s) to which the Limited Common Areas is appurtenant, or as may be assessed against and collected from Unit Owners having the exclusive right to use such Limited Common Elements.

Article XIX, titled Alterations of and Improvements to Units and to Common Elements, Paragraph C, is added as follows:

C. Review and Consultant's Fee. In connection with any requests to alter or modify any Unit or Limited Common Element, the Board shall have the right to charge such Unit Owner making such request a reasonable review fee. Further, such Unit Owner shall be obligated to reimburse the Association for any consultants reasonably employed by the Board to evaluate any request for modification or alteration. The Board may withhold its approval of any requests for modification or alteration until all such fees have been paid in full.

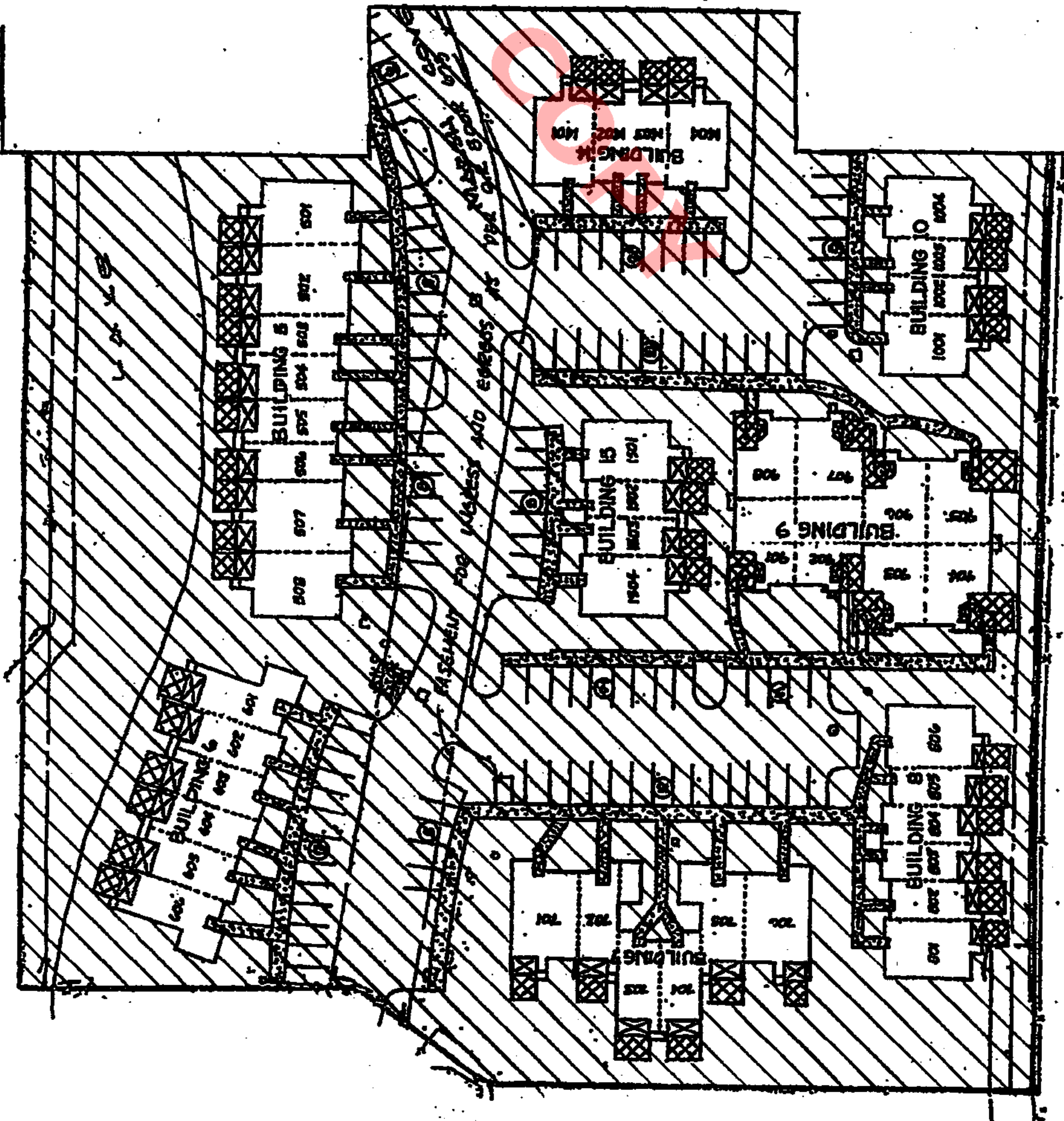


MARSH COVE CONDOMINIUM ST. JOHNS COUNTY, FLORIDA

COMMON AREA SITE PLAN
NOT TO SCALE
SHEET 2 OF 2



SEE SHEET 1



DENOTES LIMITED
COMMON AREAS

DENOTES
COMMON AREAS

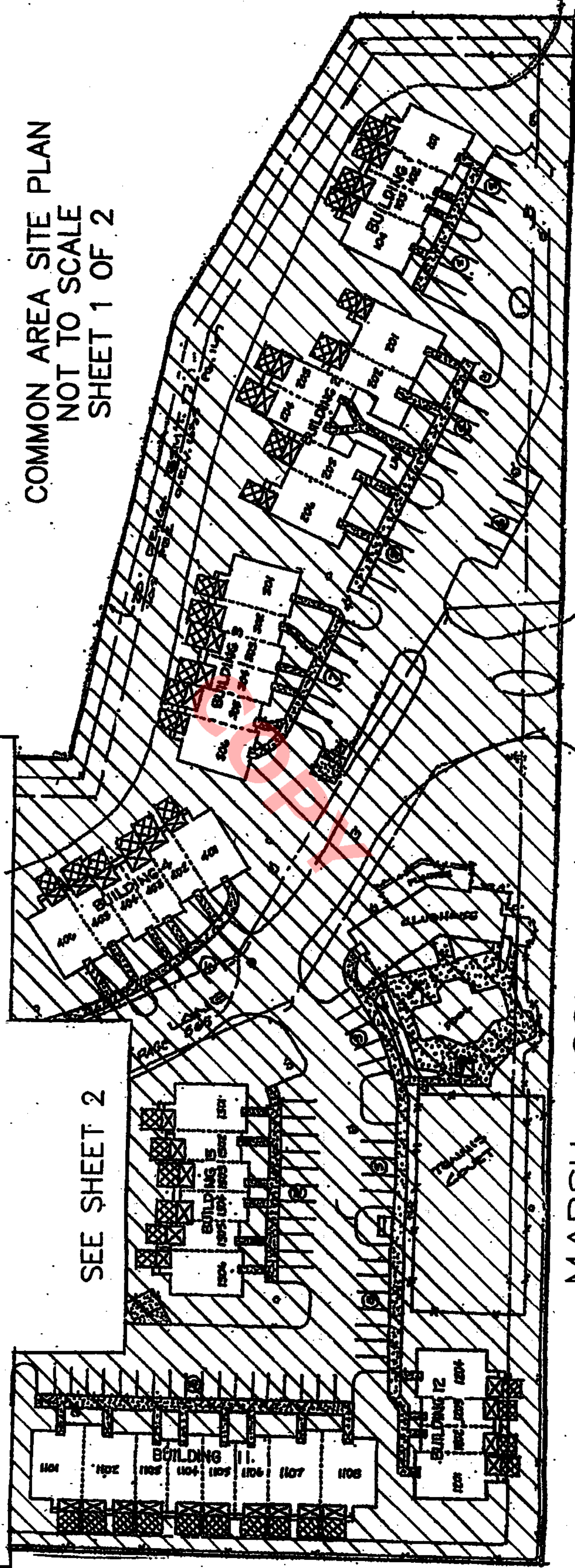
GRAPHIC SCALE
(IN FEET)

EXHIBIT: SHEET:

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MARSH COVE CONDOMINIUM ST. JOHNS COUNTY, FLORIDA

COMMON AREA SITE PLAN
NOT TO SCALE
SHEET 1 OF 2



DENOTES LIMITED
COMMON AREAS



DENOTES
COMMON AREAS



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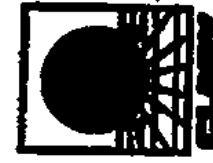


EXHIBIT: SHEET: